

# RED LAKE WATERSHED DISTRICT

May 28, 2020

Agenda

9:00 a.m.

Via Teleconference

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	May 14, 2020 Minutes	Action
	Financial Report dated May 27, 2020	Action
	Thief River Falls Westside FDR Project No. 178	Information
	Pay Estimate No. 2	Action
	Change Order No. 3	Action
	Black River Impoundment, RLWD Project No. 176	Information
	Nick Knott-Base Acres	Info./Action
	RLWD Ditch 16, RLWD Project No. 177	Information
	Improvement to Polk County Ditch 39, RLWD Project No. 179	Information
	RLWD Ditch 10, RLWD Project No. 161	Information
	Breakdown of Funding	
	Impoundment Update	Information
	Athena Threatt Ring Dike-Revised Cost Estimate	Information
	Clearwater River 1W1P-Memorandum of Agreement	Info./Action
	Drainage Dispute-Star Township, Pennington County	Information
	Table Permit No. 20-039, Knute Knutson	Action
	Permits: No. 20007, 20036, 20037,20059, 20060, 20063, 20068-20070, 20074	Action
	COVID 19	Information
	Data Practice Policy	Info./Action

Administrators Update

Information

Legal Counsel Update

Information

Managers' updates

Information

Adjourn

Action

UPCOMING MEETINGS

June 11, 2020

RLWD Board Meeting, 9:00 a.m.

June 25, 2020

RLWD Board Meeting, 9:00 a.m.

RED LAKE WATERSHED DISTRICT  
Board of Manager's Minutes  
Via Conference Call  
May 14, 2020

**DRAFT**

President Dale M. Nelson called the meeting to order via telephonic Conference Call at 9:00 a.m. at the Red Lake Watershed District Office, Thief River Falls, MN.

Present in person, Manager Dale M. Nelson. By roll call of President, others stated present via telephonic conference calling were Managers Gene Tiedemann, Terry Sorenson, Allan Page, Brian Dwight, LeRoy Ose, and Les Torgerson. Staff Present: Myron Jesme and Tammy Audette and Legal Counsel, Delray Sparby.

The Board reviewed the agenda. Motion by Page, seconded by Dwight, and passed by unanimous vote that the Board approve the agenda. Motion carried.

The Board reviewed the April 23, 2020 minutes. Motion by Dwight, seconded by Page, to approve the April 23, 2020 Board meeting minutes. Upon roll call vote, motion carried unanimously.

The Board reviewed the May 5, 2020 minutes. Motion by Dwight, seconded by Page, to approve the May 5, 2020 Board meeting minutes. Upon roll call vote, motion carried unanimously.

The Board reviewed the Financial Report dated May 13, 2020. Motion by Page, seconded by Dwight, to approve the Financial Report dated May 13, 2020. Upon roll call vote, motion carried unanimously.

Staff member Arlene Novak reviewed the Investment Summary as of May 13, 2020. Manager Sorenson noted that the interest rate at Bremer Bank has been decreasing, recommending that the District transfer the balance of the account to an account with a better interest rate. Motion by Sorenson, seconded by Dwight, to transfer the money from the Bremer Bank account, to the American Federal Bank. Upon roll call vote, motion carried unanimously.

Staff member Arlene Novak reviewed the General Fund Budget as of March 31, 2020.

The Board reviewed Change Order No. 2 for the construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178, with R.J. Zavoral and Sons, Inc., in the amount of -\$27,577.00. Engineer Nate Dalager, HDR Engineering, Inc., stated that Change Order No. 2 is a net savings to the project for a change in specifications of the manholes which is part of the City of TRF portion of the contract. Motion by Dwight, seconded by Page, to approve Change Order No. 2 for a net savings in the amount of -\$27,577.00 with R.J. Zavoral and Sons, Inc., for construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Upon roll call vote, motion carried unanimously.

The Board reviewed Pay Estimate No. 1 in the amount of \$191,120.05 to R.J. Zavoral and Sons, Inc. for construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Motion by Dwight, seconded by Page, to approve Pay Estimate No. 1 in the amount of \$191,120.05 to R.J. Zavoral and Sons, Inc., for construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Upon roll call vote, motion carried unanimously.

Administrator Jesme stated that an additional acre of temporary right-of-way is required to complete boring on property owned by Pete Carlson for the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Motion by Ose, seconded by Page, to approve the purchase of one acre of temporary right-of-way at a cost of \$150.00 per acre for one year from landowner Peter Carlson for construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Upon roll call vote, motion carried unanimously.

The Board reviewed Amendment No. 1 for the Flood Hazard Mitigation Grant Agreement between the State of Minnesota and the District for the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Administrator Jesme stated that the grant contract amendment expiration date will be December 31, 2021.

The Board reviewed Task Order No. 3 for the Pine Lake Project, RLWD Project No. 26 with HDR Engineering, Inc. for Final Engineering of the Project in the amount of \$181,420.00. Discussion was held on the project design and support of the MnDNR. Legal Counsel Sparby stated that once the Plans and Specifications are submitted, the District will hold a hearing on the project. Motion by Dwight, seconded by Page, to approve the Task Order No. 3 with HDR Engineering, Inc. for the Pine Lake Project, RLWD Project No. 26. Upon roll call vote, motion carried unanimously.

Administrator Jesme discussed the various partners that are assisting in the submittal of a NRCS RCPP funding application for the Black River Impoundment Project, RLWD Project No. 176. Jesme stated that the application request is due the end of May, and we should know by August/September if the project is awarded the grant. The District could proceed with bidding and construction of the project. Once the agreement is signed, we can use those funds for cost share. Engineer Tony Nordby, Houston Engineering, Inc., stated that the RCPP process may require the completion of an Environmental Assessment (EA). Nordby noted that most of the information for the submittal of an EA is completed. Permitting through WCA has been approved through Pennington County, with mitigation of 5.03 acres. Nordby stated that we are waiting for a response from the U.S. Army Corps of Engineers and what jurisdiction they will have on the project. Once the permitting is acquired, a Step 3 submittal will be presented to the RRWMB, with the hopes to bid the projects in August. Discussion was held on beginning the process of easements with the landowners. Discussion was held on the District's current wetland banking credits. Manager Dwight recommended that the District determine if the RCPP process requires a minimum of 1:1 cost benefit. President Nelson asked if this application would delay the anticipated start of the project construction. Administrator Jesme indicated that he asked that question to the NRCS staff in their telephone conference and was assured that the District could

move forward with bids and construction and if grant is approved, cost share would occur on the remaining portion of the construction completed after the contract is executed.

Administrator Jesme stated that the Burski Construction will begin construction on Ditch 16, RLWD Project No. 177 once it is dry. Staff member Christina Slowinski has staked the project right-of-way.

Administrator Jesme indicated that the office received a Data Practice Request for the Improvement to Polk County Ditch 39, RLWD Project No. 179.

Engineer Tony Nordby, Houston Engineering, Inc., reviewed the costs and construction plans for the outlet repairs to Ditch 10, RLWD Project No. 161. Nordby stated that additional right-of-way will be required for the project. The District is still waiting to hear from FEMA. Administrator Jesme stated that some funding was earmarked in the Red Lake River 1W1P Work Plan for repairs to the outlet. Jesme stated he will present a cost breakdown at the next Board meeting. Motion by Dwight, seconded by Page, to approve the Plans and Specifications for the outlet repairs to Ditch 10, RLWD Project No. 161. Upon roll call vote, motion carried unanimously.

Administrator Jesme discussed the Athena Threatt ring dike located in Polk County. Jesme stated that this ring dike is being engineered and designed by Blake Carlson, with Widseth Smith Nolting. Jesme indicated that there are a few complex items in this ring dike that may delay the construction timeline as well as increase the cost of the ring dike. He mentioned one problem we are facing is State funding will expire on June 30<sup>th</sup>, but he hopes various aspects of the project can be completed prior to the expiration of the state funding. Jesme indicated that there is a strong possibility that construction will not be completed prior to the State grant expiring. Jesme stated that a request to the RRWMB will be made, for consideration to absorb the projected cost overrun of that project as well as state funding portion of the project should it not be completed by the deadline of June 30<sup>th</sup>. The landowner has submitted their 12.5% portion of the original estimated cost of the project.

The Board reviewed an impoundment update prepared by Staff member Nick Olson. Manager Tiedemann discussed a berm along the exterior ditch on the north side of Parnell Impoundment where water breaks out. Staff will inspect the area and report back to the Board.

The Board reviewed a request from Brent Strand to withdraw Permit No. 20-012. Motion by Dwight, seconded by Page, to withdraw Permit No. 20-012, Brent Strand, Badger Township, Polk County. Upon roll call vote, motion carried unanimously.

The Board reviewed a request for a one-year extension for RLWD Permit No. 19-109, Bryan Grove, Wyandotte Township, Pennington County. Motion by Dwight, seconded by Page, to approve a one-year extension for RLWD Permit No. 19-109, Bryan Grove, Wyandotte Township, Pennington County. Upon roll call vote, motion carried unanimously.

The Board reviewed a request to amend RLWD Permit No. 19-198, Parjim Farmland, GP, Mayfield Township, Pennington County. Motion by Dwight, seconded by Page, to amend RLWD Permit No. 19-109, Parjim Farmland, GP, Mayfield Township, Pennington County. Upon roll call vote, motion carried unanimously.

Motion by Dwight, seconded by Page, to deny RLWD Permit No. 20-057, Lessor Township, Polk County. Upon roll call vote, motion carried unanimously.

The Board reviewed the permits for approval. Motion by Dwight, seconded by Page, to approve the following permits with conditions stated on the permit: No. 20011, Tom Goddard, Evans Scrap and Steel, Inc., North Township, Pennington County; No. 20018, Gary Roisland, Kratka Township, Polk County; No. 20021 and 20022, Grove Park Township, Polk County; No. 20024, North Township, Pennington County; No. 20025, Bray Township, Pennington County; No. 20026, Randy Myhre, Terrebonne Township, Red Lake County; No. 20027, Gary Novak, Gervais Township, Red Lake County; No. 20028, Gary Novak, River Falls Township, Pennington County; No. 20029 and 20031, Parjim Farmland GP, Highland Township, Pennington County; No. 2030, FSMN Agri Partners, GP, Cloverleaf Township, Pennington County; No. 20032, Phillip Quam, Lessor Township, Polk County; No. 20-033, David Jerome Bray, North Township, Pennington County; No. 20034, Jason Bakke, Winsor Township, Clearwater County; No. 20035, David & Mary Lynn Bachand, Lambert Township, Red Lake County; No. 20038, Glen Nesland, Rocksbury Township, Pennington County; No. 20040, Tim Raiter, Smiley Township, Pennington County; No. 20041, Aaron Myhre, Poplar River Township, Red Lake County; No. 20042, Garnes Township, Red Lake County; No. 20043, Pennington County Highway Department Smiley Township; No. 20044, 20045 and 20046, Pennington County Highway Department, Wyandotte Township; No. 20047, Craig Mattson, Bray Township, Pennington County; No. 20048, Wyandotte Township, Pennington County; No. 20049 and 20050, Michel Weibolt, Sanders Township, Pennington County; No. 20051, Roger Walter, Emardville Township, Red Lake County; No. 20052, Tim Chaput, Lake Pleasant Township, Red Lake County; No. 20053, Jacob Beito, Norden Township, Pennington County; No. 20054, Nathan Hesse, Smiley Township, Pennington County; No. 20055, 20056, and 20058, Lessor Township, Polk County; No. 20061, Belguim Township, Polk County; No. 20062, Pennington County Highway Department, Wyandotte Township; No. 20064, Pennington County Highway Department, North Township; No. 20065, David Gunderson, Bygland Township, Polk County; No. 20066, Richard Froiland, Emardville Township, Red Lake County; and No. 20067, Pennington County Highway Department River Falls Township; Motion carried unanimously following roll call vote.

The Red River Basin Commission Board Tour and Meeting that had been scheduled for early June has been postponed.

Discussion was held on the COVID 19 pandemic. It appears that Governor Walz is gradually relaxing the status.

President Nelson stated that he participated, along with Managers Sorenson and Dwight and Administrator Jesme, in interviewing three individuals for the Engineer Specialist position. The

Committee recommended the hiring of Dave Marshall at an hourly rate of \$31.25 per hour (\$65,000 yearly), plus benefits, along with a three-month evaluation by Administrator Jesme after three months. Nelson stated that as part of the employee package that Marshall would also start with four weeks' vacation due to having 15 years of service with prior work experience. Motion by Sorenson, seconded by Page, to offer the position of Engineer Specialist to Dave Marshall at an hourly rate of \$31.25 per hour (\$65,000 yearly), plus benefits, with an employee evaluation after three months along with four weeks' vacation. Motion carried unanimously following roll call vote. Jesme stated that Marshall will begin work on May 29, 2020. Jesme will update the District's Job Description and Salary Range for the position and to have the Board officially approve at a later meeting.

Administrator Meeting:

- Jesme and Manager Ose will attend the RRWMB meeting on May 19, 2020 via conference call.
- Included in the packet was a letter from Moore Engineering soliciting comments to replace the existing City of Grygla water treatment plan, rehabilitate the water town and lift station, construct new transfer structures in the wastewater treatment lagoons and rehabilitate manholes and gate valves.
- Included in the packet was the bids for various MnDOT projects.
- Jesme participated in a virtual public meeting intended to update the public about various projects within the Thief River Falls area. All project partners, County, City and Watershed were available to answer any questions the public had.
- Jesme and Audette participated in an update with Corporate Technology staff regarding the District's technology.
- Included in the packet was a March 2020 Water Quality update.

Manager Torgerson stated that there is barely, if any flow, coming from the outlet structure of the Judicial Ditch 5, RLWD Project No. 102 (Four-Legged Lake) system. Torgerson indicated that this would be a good time to take some photos or possibly a drone video of the area.

Motion by Dwight, seconded by Page, and passed by unanimous roll call vote to adjourn the meeting.

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LeRoy Ose, Secretary

**RED LAKE WATERSHED DISTRICT**  
**Financial Report for May 27, 2020**

<b>Ck#</b>	<b>Check Issued to:</b>	<b>Description</b>	<b>Amount</b>
online	EFTPS	Withholding for FICA, Medicare, and Federal taxes	4,000.53
online	MN Department of Revenue	Withholding taxes	705.91
online	Public Employees Retirement Assn.	PERA	2,335.70
online	EFTPS	Withholding for FICA, Medicare, and Federal taxes	197.36
38183	R.J. Zavoral & Sons, Inc.	Pay estimate #1-TRF Westside FDR project, Proj. 178	191,120.05
38184	Ameripride Services Inc.	Office rug rental	47.39
38185	Cenex Credit Card	Gas for vehicles	348.52
38186	Corporate Technologies	Monthly IT support and partial billing for MS Office 365	1,167.70
38187	Delta Dental	Dental insurance premium	437.45
38188	Further	Monthly FSA account fees	11.80
38189	HDR, Inc.	Eng. fees for State/RRWMB and City TRF share-Pjt. 178	20,979.92
38190	Houston Engineering	*Engineering fees-see below for explanation	12,851.77
38191	Lee Plumbing & Heating, Inc.	Materials and install stem risers at Schirrick Dam	1,620.00
38192	Marco	** See below for explanation	479.82
38193	NCPERS Group Life Ins.	Life insurance premium	112.00
38194	Dale M. Nelson	Mileage	41.40
38195	LeRoy Ose	Mileage	543.41
38196	Jeremy Rychlock	Read and observe Moose River Impoundment	1,950.00
38197	Tony Salentine	***See below for explanation	6,085.00
38198	Widseth Smith Nolting & Assoc. Inc.	Threat ring dike engineering	9,132.50
38199	Wright Construction Inc.	Schirrick dam operation	3,967.50
38200	Northwestern Mutual Financial	Deferred Compensation	840.38
38201	Sun Life Financial	Life insurance premium	125.36
online	Further	Medical FSA	61.39
	<b>Payroll</b>		
	Check #11949-11956 & 7454-7455		<u>14,205.74</u>
	<b>Total Checks</b>		\$ 273,368.60

**\*Houston Engineering, Inc.**

Proj. 164 RLWD Ditch 10 Repair	2,946.27
Proj. 176 Black River Impoundment	<u>9,905.50</u>
<b>Total</b>	12,851.77

**\*\*Marco**

Monthly telephone expense	329.82
Upgraded M-Files server	<u>150.00</u>
<b>Total</b>	479.82

**\*\*\*Tony Salentine**

Remove 5 beaver-Parnell Impound.	375.00
Monitor water levels/gate-Brandt Imp.	1,150.00
Monitor water levels/gate-Euclid E.Imj	760.00
Monitor water levels/gate-Parnell Imp.	<u>3,800.00</u>
<b>Total</b>	6,085.00



**Banking**

**Northern State Bank**

Balance as of May 13, 2020	\$ 446,865.79
Total Checks Written	(273,368.60)
Receipt #989753 Athena Threat-Estimated cost share of Ring Dike (12.5%)	8,175.00
Receipt #989758 Transfer in from American Federal Bank	100,000.00
Balance as of May 27, 2020	<u>\$ 281,672.19</u>

Current interest rate is .30%

**American Federal Bank-Fosston**

Balance as of May 13, 2020	\$ 4,143,115.59
Receipt #989754 Nicholas Knott-2020 Annual rent-Black River Impoundment	19,811.50
Receipt #989755 Garden Valley Technologies-Capital credits	379.40
Receipt #989756 Transfer funds in from Bremer Bank	2,060,000.00
Balance as of May 27, 2020	<u>\$ 6,223,306.49</u>

Current interest rate is .75%

**Bremer Bank**

Balance as of May 13, 2020	\$ 2,071,086.21
Receipt #989756 Transfer funds to American Federal Bank	(2,060,000.00)
Receipt #989756 Wire fee for transferring funds	(25.00)
Balance as of May 27, 2020	<u>\$ 11,061.21</u>

Current interest rate is .32%

Receipt #989757 was voided



**Contractor's Application and Certificate for Payment Summary**

To (Owner): Red Lake Watershed District	From (Contractor): R.J. Zavoral & Sons, Inc.	Via (Engineer): Nathan P. Dalager
Owner's Project No.: 178	Contractor's Project No.:	Engineer's Project No.: 10134290
For (Contract): Thief River Falls Westside Flood Damage Reduction Project	Application No.: 2	Application Period: 5/7/2020 - 5/21/2020

**Application for Payment  
Change Order Summary**

Change Orders Approved by Owner:			
Number	Date Approved	Additions	Deductions
1	5/5/2020	\$ -	\$ -
2	5/14/2020	\$ -	\$ 27,577.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTALS		\$ -	\$ 27,577.00
NET CHANGE BY CHANGE ORDERS		\$ -	\$ (27,577.00)

1. ORIGINAL CONTRACT PRICE	\$ 6,632,761.68
2. NET CHANGE BY CHANGE ORDERS	\$ (27,577.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 6,605,184.68
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ 410,724.50
5. RETAINAGE: 5% of Completed Work and Stored Material	\$ 20,536.23
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 390,188.28
7. LESS PREVIOUS PAYMENTS	\$ 191,120.05
8. AMOUNT DUE THIS APPLICATION	\$ 199,068.23
9. BALANCE TO FINISH	\$ 6,194,460.18
10. PERCENT COMPLETE	6.22%

**Contractor's Certification**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:**

By:	Date:
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Payment of:  
\$ 199,068.23 is recommended.

**HDR Engineering, Inc.**

By:  Date: 5/27/2020

**Red Lake Watershed District**

By: \_\_\_\_\_ Date: \_\_\_\_\_



**Contractor's Application and Certificate for Payment Summary**

To (Owner): Red Lake Watershed District	From (Contractor): R.J. Zavoral & Sons, Inc.	Via (Engineer): Nathan P. Dalager
Owner's Project No.: 178	Contractor's Project No.:	Engineer's Project No.: 10134290
For (Contract): Thief River Falls Westside Flood Damage Reduction Project	Application No.: 2	Application Period: 5/7/2020 - 5/21/2020

**Summary of Previous Payments**

Application No.	Application Period	Payment Amount
1	4/20/2020 - 5/7/2020	\$ 191,120.05

Application No.	Application Period	Payment Amount



**Contractor's Application and Certificate for Payment**

For (contract):		Thief River Falls Westside Flood Damage Reduction Project					Contractor:		R.J. Zavoral & Sons, Inc.					
Application No.:		2					Application Period:		5/7/2020 - 5/21/2020					
A			B			C		D	E	F	G	H	I	J
Item					Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish (A - F)		
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period							
2021.501	MOBILIZATION	LUMP SUM	1	\$259,500.00	\$259,500.00	0.0	0.25	0.0	0.25	25.00%	\$64,875.00	\$64,875.00	0.75	
2101.501	CLEARING AND GRUBBING	LUMP SUM	1	\$27,725.00	\$27,725.00	1.0	0.0	0.0	1	100.00%	\$0.00	\$27,725.00	0.0	
2104.503	REMOVE 24" CS PIPE CULVERT	LIN FT	68	\$10.00	\$680.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	68.0	
2104.503	REMOVE 115" x 72" RC ARCH PIPE	LIN FT	92	\$19.00	\$1,748.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	92.0	
2104.503	REMOVE 138" x 88" RC ARCH PIPE	LIN FT	74	\$20.00	\$1,480.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	74.0	
2104.503	REMOVE 154" x 97" RC ARCH PIPE	LIN FT	80	\$23.00	\$1,840.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	80.0	
2104.503	SALVAGE 60" RC ARCH PIPE	LIN FT	150	\$24.50	\$3,675.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	150.0	
2104.502	SALVAGE SIGN TYPE A	EACH	14	\$200.00	\$2,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	14.0	
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	832	\$2.50	\$2,080.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	832.0	
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2946	\$8.65	\$25,482.90	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2946.0	
2105.607	SPOIL HAULING (P)	CU YD	35480	\$7.95	\$282,066.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	35480.0	
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	9876	\$1.55	\$15,307.80	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	9876.0	
2105.507	COMMON EXCAVATION (P)	CU YD	595137	\$2.68	\$1,594,967.16	49250.0	15,000	0.0	64250	10.80%	\$40,200.00	\$172,190.00	530887.0	
2105.507	COMMON BORROW (CV)	CU YD	10035	\$6.80	\$68,238.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	10035.0	
2118.509	AGGREGATE SURFACING, CLASS 1	TON	90	\$17.80	\$1,602.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	90.0	
2118.509	AGGREGATE SURFACING, CLASS 5	TON	2151	\$11.00	\$23,661.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2151.0	
2211.509	AGGREGATE BASE, CLASS 3	TON	929	\$10.00	\$9,290.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	929.0	
2211.509	AGGREGATE BASE, CLASS 5	TON	1137	\$11.00	\$12,507.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1137.0	
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	367	\$90.00	\$33,030.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	367.0	
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	175	\$90.00	\$15,750.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	175.0	
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	409	\$100.00	\$40,900.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	409.0	
2411.507	STRUCTURAL CONCRETE (3G52) (P)	CU YD	21	\$2,000.00	\$42,000.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	21.0	
2411.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	10270	\$2.15	\$22,080.50	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	10270.0	
2412.502	10X8 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	\$16,255.00	\$32,510.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2412.502	12X8 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	\$17,600.00	\$35,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2412.502	12X10 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	1	\$27,365.00	\$27,365.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2412.503	10X8 PRECAST CONCRETE BOX CULVERT	LIN FT	84	\$1,075.00	\$90,300.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	84.0	
2412.503	12X8 PRECAST CONCRETE BOX CULVERT	LIN FT	102	\$1,125.00	\$114,750.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	102.0	
2412.503	12X10 PRECAST CONCRETE BOX CULVERT	LIN FT	120	\$1,335.00	\$160,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	120.0	
2442.501	REMOVE EXISTING BRIDGE	LUMP SUM	2	\$5,700.00	\$11,400.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2451.507	GRANULAR BEDDING (CV)	CU YD	5084	\$11.15	\$56,686.60	0.0	150	0.0	150	2.95%	\$1,672.50	\$1,672.50	4934.0	
2461	FLOWABLE FILL CONCRETE	CU YD	211	\$140.00	\$29,540.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	211.0	
2501.502	24" CAS PIPE APRON	EACH	3	\$375.00	\$1,125.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2501.502	30" CAS PIPE APRON	EACH	2	\$598.00	\$1,196.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2501.502	36" CAS PIPE APRON	EACH	4	\$930.00	\$3,720.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	4.0	
2501.502	18" CS PIPE APRON	EACH	18	\$170.00	\$3,060.00	2.0	0	0.0	2	11.11%	\$0.00	\$340.00	16.0	
2501.502	24" CS PIPE APRON	EACH	6	\$230.00	\$1,380.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	6.0	



Contractor's Application and Certificate for Payment

For (contract):		Thief River Falls Westside Flood Damage Reduction Project					Contractor:		R.J. Zavoral & Sons, Inc.					
Application No.:		2					Application Period:		5/7/2020 - 5/21/2020					
A			B			C		D	E	F	G	H	I	J
Item			Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish (A - F)				
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period							
2501.502	36" CS PIPE APRON	EACH	1	\$525.00	\$525.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2501.502	48" CS PIPE APRON	EACH	8	\$1,100.00	\$8,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	8.0	
2501.502	FLAP GATE FOR 18"CS PIPE	EACH	16	\$685.00	\$10,960.00	2.0	0	0.0	2	12.50%	\$0.00	\$1,370.00	14.0	
2501.502	FLAP GATE FOR 24"CS PIPE	EACH	3	\$760.00	\$2,280.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2501.503	24" CAS PIPE CULVERT	LIN FT	222	\$40.00	\$8,880.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	222.0	
2501.503	30" CAS PIPE CULVERT	LIN FT	68	\$55.00	\$3,740.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	68.0	
2501.503	36" CAS PIPE CULVERT	LIN FT	143	\$65.00	\$9,295.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	143.0	
2501.503	15" CS PIPE CULVERT	LIN FT	20	\$32.00	\$640.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	20.0	
2501.503	18" CS PIPE CULVERT	LIN FT	1054	\$33.00	\$34,782.00	94.0	0	0.0	94	8.92%	\$0.00	\$3,102.00	960.0	
2501.503	24" CS PIPE CULVERT	LIN FT	262	\$40.00	\$10,480.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	262.0	
2501.503	48" CS PIPE CULVERT	LIN FT	271	\$105.00	\$28,455.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	271.0	
2501.503	84" CS PIPE CULVERT (BEVEL CUT ENDS)	LIN FT	636	\$187.00	\$118,932.00	196.0	0	0.0	196	30.82%	\$0.00	\$36,652.00	440.0	
2501.503	102" SPAN CS PIPE ARCH CULVERT (BEVEL CUT ENDS)	LIN FT	67	\$220.00	\$14,740.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	67.0	
2501.503	30" STEEL CASING PIPE - JACK INSTALLED	LIN FT	169	\$678.00	\$114,582.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	169.0	
2501.503	30" STEEL CASING PIPE	LIN FT	106	\$772.00	\$81,832.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	106.0	
2501.503	36" STEEL CASING PIPE	LIN FT	59	\$177.00	\$10,443.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	59.0	
2501.503	54" STEEL CASING PIPE - JACK INSTALLED	LIN FT	168	\$1,500.00	\$252,000.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	168.0	
2501.515	18" RC PIPE APRON	EACH	3	\$540.00	\$1,620.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2501.515	24" RC PIPE APRON	EACH	8	\$630.00	\$5,040.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	8.0	
2501.515	36" RC PIPE APRON	EACH	3	\$1,160.00	\$3,480.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2503.503	36" CS PIPE SEWER	LIN FT	738	\$67.00	\$49,446.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	738.0	
2503.503	12" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	23	\$50.00	\$1,150.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	23.0	
2503.503	15" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	19	\$55.00	\$1,045.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	19.0	
2503.503	18" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	164	\$58.00	\$9,512.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	164.0	
2503.503	24" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	1020	\$56.00	\$57,120.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1020.0	
2503.503	36" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	823	\$106.00	\$87,238.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	823.0	
2503.503	48" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	2036	\$167.00	\$340,012.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2036.0	
2503.503	54" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	2284	\$212.00	\$484,208.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2284.0	
2503.503	54" RC PIPE SEWER DESIGN 3006, CLASS IV	LIN FT	108	\$238.00	\$25,704.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	108.0	
2503.503	60" RC PIPE CULVERT DESIGN 3006, CLASS III	LIN FT	16	\$248.00	\$3,968.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	16.0	
2503.602	CONNECT TO EXISTING FORCE MAIN	EACH	2	\$1,800.00	\$3,600.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2506.502	CONSTRUCT DRAINAGE STRUCTURE 36" CS PIPE RISER	EACH	2	\$1,100.00	\$2,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2506.502	CONSTRUCT 4X4 DRAINAGE STRUCTURE, PRECAST	EACH	3	\$7,475.00	\$22,425.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2506.502	CONSTRUCT 6X6 DRAINAGE STRUCTURE, PRECAST	EACH	10	\$11,085.00	\$110,850.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	10.0	
2506.502	CONSTRUCT 8X6 DRAINAGE STRUCTURE, PRECAST	EACH	10	\$14,815.00	\$148,150.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	10.0	
2506.502	CONSTRUCT 8X8 DRAINAGE STRUCTURE, PRECAST	EACH	2	\$14,400.00	\$28,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2506.502	CONSTRUCT 10X6 DRAINAGE STRUCTURE, PRECAST	EACH	1	\$15,915.00	\$15,915.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	



Contractor's Application and Certificate for Payment

For (contract):		Thief River Falls Westside Flood Damage Reduction Project				Contractor:		R.J. Zavoral & Sons, Inc.						
Application No.:		2				Application Period:		5/7/2020 - 5/21/2020						
A			B			C		D	E	F	G	H	I	J
Item			Work Completed			Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish (A - F)			
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period							
2506.502	CONSTRUCT 10X8 DRAINAGE STRUCTURE, PRECAST	EACH	1	\$34,850.00	\$34,850.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2506.502	CASTING ASSEMBLY - BEEHIVE GRATE AND FRAME	EACH	3	\$1,250.00	\$3,750.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2506.502	CASTING ASSEMBLY - COVER AND FRAME	EACH	3	\$780.00	\$2,340.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2511.507	RANDOM RIPRAP - SPECIAL (CLASS 3)	CU YD	1044	\$105.00	\$109,620.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1044.0	
2511.507	RANDOM RIPRAP - SPECIAL (CLASS 4)	CU YD	362	\$105.00	\$38,010.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	362.0	
2511.507	RANDOM RIPRAP - SPECIAL (D50 = 18")	CU YD	1450	\$105.00	\$152,250.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1450.0	
2511.507	RANDOM RIPRAP (CLASS 2)	CU YD	225	\$85.00	\$19,125.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	225.0	
2511.507	RANDOM RIPRAP (CLASS 3)	CU YD	2057	\$85.00	\$174,845.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2057.0	
2511.507	RANDOM RIPRAP (CLASS 4)	CU YD	1063	\$85.00	\$90,355.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1063.0	
2511.509	GRANULAR FILTER MATERIAL	TON	354	\$85.00	\$30,090.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	354.0	
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	110	\$54.00	\$5,940.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	110.0	
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$25,000.00	\$25,000.00	0.0	0.5	0.0	0.5	50.00%	\$12,500.00	\$12,500.00	0.5	
2563.601	DETOUR SIGNING	LUMP SUM	1	\$13,550.00	\$13,550.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	6	\$2,600.00	\$15,600.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	6.0	
2573.502	STORM DRAIN INLET PROTECTION	EACH	4	\$125.00	\$500.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	4.0	
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	782	\$5.50	\$4,301.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	782.0	
2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	160	\$17.00	\$2,720.00	0.0	50	0.0	50	31.25%	\$850.00	\$850.00	110.0	
2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	2546	\$3.00	\$7,638.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2546.0	
2574.505	SOIL BED PREPARATION	ACRE	10.8	\$200.00	\$2,160.00	0.0	0.0	0.0	0	0.00%	\$0.00	\$0.00	10.8	
2574.508	FERTILIZER, TYPE 1	POUND	18800	\$0.50	\$9,400.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	18800.0	
2574.508	FERTILIZER, TYPE 3	POUND	220	\$0.50	\$110.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	220.0	
2575.504	TURF REINFORCEMENT MAT, CATEGORY 4	SQ YD	3200	\$16.00	\$51,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3200.0	
2575.505	SEEDING	ACRE	75.1	\$300.00	\$22,530.00	0.0	0.0	0.0	0	0.00%	\$0.00	\$0.00	75.1	
2575.505	DISK ANCHORING	ACRE	75.1	\$20.00	\$1,502.00	0.0	0.0	0.0	0	0.00%	\$0.00	\$0.00	75.1	
2575.508	SEED MIXTURE, 25-131	POUND	2332	\$4.00	\$9,328.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2332.0	
2575.508	SEED MIXTURE, 25-141	POUND	4388	\$4.00	\$17,552.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	4388.0	
2575.508	HYDRAULIC MULCH MATRIX	POUND	22260	\$0.85	\$18,921.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	22260.0	
2575.509	MULCH MATERIAL TYPE 1	TON	150.2	\$80.00	\$12,016.00	0.0	0.0	0.0	0	0.00%	\$0.00	\$0.00	150.2	
2575.523	WATER	M GAL	223	\$50.00	\$11,150.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	223.0	
2575.604	ROLLED EROSION CONTROL PREVENTION CATEGORY 25	SQ YD	5778	\$1.69	\$9,764.82	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	5778.0	
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	1156	\$3.20	\$3,699.20	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1156.0	
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	265	\$2.00	\$530.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	265.0	
2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	115.6	\$2.00	\$231.20	0.0	0.0	0.0	0	0.00%	\$0.00	\$0.00	115.6	
2722.549	8" PVC SDR-26 FORCE MAIN	LIN FT	2408	\$28.00	\$67,424.00	0.0	1,966	0.0	1966	81.64%	\$55,048.00	\$55,048.00	442.0	
2722.549	8" FORCE MAIN DIRECTIONAL BORE (FUSIBLE PVC C900)	LIN FT	344	\$100.00	\$34,400.00	0.0	344	0.0	344	100.00%	\$34,400.00	\$34,400.00	0.0	
2722.549	20" PVC FORCE MAIN	LIN FT	2437	\$74.00	\$180,338.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2437.0	
2722.554	DUCTILE IRON FITTINGS (8" & 20")	POUND	2623	\$6.50	\$17,049.50	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2623.0	
2722.563	AIR RELEASE MANHOLE	EACH	1	\$15,250.00	\$15,250.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	



**Contractor's Application and Certificate for Payment**

For (contract):		Thief River Falls Westside Flood Damage Reduction Project - MnDOT Trunk Highway No. 1 (SP 5701-33)					Contractor:		R.J. Zavoral & Sons, Inc.					
Application No.:		2					Application Period:		5/7/2020 - 5/21/2020					
A			B		C		D	E		F	G	H	I	J
Item					Work Completed		Materials Presently Stored (not in C or D)		Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish (A - F)	
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period							
2021.501	MOBILIZATION	LUMP SUM	1	\$25,000.00	\$25,000.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	1.0	
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	112	\$2.50	\$280.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	112.0	
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	706	\$9.00	\$6,354.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	706.0	
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	826	\$1.55	\$1,280.30	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	826.0	
2118.509	AGGREGATE SURFACING CLASS 1	TON	75	\$18.00	\$1,350.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	75.0	
2211.509	AGGREGATE BASE, CLASS 5	TON	236	\$11.00	\$2,596.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	236.0	
2232.603	MILLED RUMBLE STRIPS - INTERMITTENT	LIN FT	454	\$5.50	\$2,497.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	454.0	
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	308	\$100.00	\$30,800.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	308.0	
2412.502	12X6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	\$12,950.00	\$25,900.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	2.0	
2412.503	12X6 PRECAST CONCRETE BOX CULVERT	LIN FT	98	\$1,070.00	\$104,860.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	98.0	
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	368	\$15.00	\$5,520.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	368.0	
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	220	\$2.15	\$473.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	220.0	
2511.607	RANDOM RIPRAP - SPECIAL	CU YD	85	\$105.00	\$8,925.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	85.0	
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$11,500.00	\$11,500.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	1.0	
2563.601	DETOUR SIGNING	LUMP SUM	1	\$7,000.00	\$7,000.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	1.0	
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	\$3,900.00	\$7,800.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	2.0	
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	262	\$6.00	\$1,572.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	262.0	
2574.508	FERTILIZER TYPE 3	POUND	50	\$0.50	\$25.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	50.0	
2575.505	SEEDING	ACRE	0.3	\$500.00	\$150.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	0.3	
2575.505	DISK ANCHORING	ACRE	0.3	\$50.00	\$15.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	0.3	
2575.508	SEED MIXTURE, 25-141	POUND	15	\$5.00	\$75.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	15.0	
2575.509	MULCH MATERIAL TYPE 1	TON	0.5	\$200.00	\$100.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	0.5	
2575.604	ROLLED EROSION CONTROL PREVENTION CATEGORY 25	SQ YD	1392	\$1.75	\$2,436.00	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	1392.0	
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	454	\$3.20	\$1,452.80	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	454.0	
2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	227	\$0.30	\$68.10	0.0	0	0.0	0	0.0000%	\$0.00	\$0.00	227.0	

Date of Issuance: May 21, 2020	Effective Date: Upon Execution
Owner: Red Lake Watershed District	Owner's Contract No.: No. 178
Contractor: RJ Zavoral and Sons, Inc	Contractor's Project No.: NA
Engineer: AE2S	Engineer's Project No.: P00830-2017-003
Project: Thief River Falls West Side Flood Damage Reduction Project (RLWD Project #178)	Contract Name: LS 9 Improvements and FM Replacement – Ph2

The Contract is modified as follows upon execution of this Change Order:

**Description:** Increase the length of the 30-inch steel casing for sanitary sewer force main under Highway 32 by 18 feet.

**Attachments:** Change Order Proposal (No. 20117-003) from RJ Zavoral and Sons, Inc. dated May 18, 2020.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>6,632,761.68</u>	Original Contract Times: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>146,367.09</u>	Contract Times Adjustment from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days
Contract Price prior to this Change Order: \$ <u>6,779,128.77</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates
Increase of this Change Order: \$ <u>12,204.00</u>	Contract Times Adjustment of this Change Order: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates
Contract Price incorporating this Change Order: \$ <u>6,791,332.77</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Richard A. Wayoff</u>	By: _____	By: <u>Joseph R. Zavoral</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title <u>TREASURER</u>
Date: <u>May 21, 2020</u>	Date _____	Date <u>5/26/2020</u>

Accepted by Thief River Falls, MN  
 By: Wayne Johnson  
 Title: Water Systems Superintendent  
 Date: 5-22-20



# CHANGE ORDER PROPOSAL

"Moving the Earth Since 1951"

**CLIENT** HDR Engineering  
213 LaBree Ave N, Suite 203  
Thief River Falls, MN 56701  
(218) 681-6100

**JOB** Thief River Falls Westside Flood Damage  
Reduction Project (RLWD Project #178)  
**CO#** 20117-003  
**DATE** 05/18/2020

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT PRICE
2501.503	30" STEEL CASING PIPE - JACK INSTALLED	18.000	LF	\$ 678.00	\$12,204.00
<b>TOTAL:</b>					<b>\$12,204.00</b>

One mobilization included  
Tax and bond included  
The contract time will be unchanged because of this change.  
Price is based on the completion date stated in the bid documents.

**\*\*PAYMENT BASED ON ACTUAL QUANTITIES\*\***

R.J. Zavoral & Sons, Inc.



Brent Syter  
Cell # 701.630.4251

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and hereby accepted.  
You are authorized to the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

## Tammy Audette

---

**From:** NICK KNOTT <nickknott212@yahoo.com>  
**Sent:** Wednesday, May 27, 2020 4:23 PM  
**To:** Tammy Audette  
**Subject:** Base acres ?

Tammy, I talked to Myron earlier today and he told me to email you. I was wondering if the the board would consider letting me salvage some of the base acres off the Watersheds land in section 3 and 4 of Polk Centre if it is converted into wetland bank? I believe if it is converted into wetland bank the base acres will be lost for good.

Thank you,

Nick Knott

# RLWD Impoundment Update

As of May 27, 2020

- **Little Pine WMA Project #26A**
  - At summer level.
- **Pine Lake Project #35**
  - At summer level.
- **Schirrick Dam #25**
  - Maintenance complete, gates are in typical open position.
- **Parnell Impoundment #81**
  - Gates are in typical open position. Debris Cleanup Planned. Gravel will be added to dike top.
- **Flood Storage Easement Site 1 (Tiedemann Site) Project #133C**
  - Gates are in typical open position. Inspection and repair of gopher holes in emergency spillway planned.
- **Euclid East Impoundment Project #60C**
  - Gates are in typical open position. Debris Cleanup Planned. Gravel will be added to dike top.
- **Brandt Impoundment Project #60D**
  - Gates are in typical open position. Debris Cleanup Planned. Gravel will be added to dike top.
- **Moose River Impoundment Project #13**
  - South Pool – At summer level.
  - North Pool - At summer level.
  - Summer inspection of the North Pool Outlet Structure Planned.
  - South Pool Inlet Channel – Brushing has started.

Red Lake Watershed District  
Threatt Ring Dike  
Project Cost Estimate  
May 18, 2020

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	Clearing and Grubbing	LS	1	\$1,500.00	\$1,500.00
2	Dike Embankment (CV)	CY	200	\$6.00	\$1,200.00
3	Aggregate Surfacing, Class 5 (LV)	CY	15	\$20.00	\$300.00
4	Flood Wall	LF	160	\$240.00	\$38,400.00
5	Drain With Backflow Valve	EA	2	\$800.00	\$1,600.00
6	Flood Wall Closure	LS	1	\$1,000.00	\$1,000.00
7	Flood Wall Inspection Trench	LF	150	\$8.00	\$1,200.00
8	Sewer System Installation	LS	1	\$14,000.00	\$14,000.00
9	Swales	LS	1	\$500.00	\$500.00
10	Temporary Erosion Control	LS	1	\$1,500.00	\$1,500.00
11	Turf Establishment	LS	1.0	\$1,000.00	\$1,000.00

Construction		\$62,200.00
Engineering / Soil Testing		\$25,000.00
Septic Inspection/Sewer Locate		\$550.00
Contingencies	10%	\$8,800.00
Stormwater Permit		\$400.00
Total Project		<u>\$96,950.00</u>

## Memorandum of Agreement Template - Planning Phase

The attached Memorandum of Agreement (MOA) template contains all the basic elements for a collaborative decision-making process among the participating local units of government that meets the One Watershed, One Plan guiding principles. While this template applies specifically to the Planning Phase of One Watershed, One Plan, the participating organizations could modify it to apply to their on-going relationships during plan implementation.

A few items to consider in adapting this template for a specific watershed:

- This is just one example of a MOA; many other formats exist and may be used as long as the MOA and associated bylaws clearly outline the decision-making process to be used by the representatives of participating local units of government for plan development and submittal.
- In the template, highlighted italicized text indicates where information specific to the particular watershed must be entered.
- Participants are strongly encouraged to obtain assistance from the appropriate local government legal counsel in the development of any agreements and bylaws.
- Item 5b. Submittal of the Plan outlines two possible methods for an integrated review process intended to: meet statutory requirements for the plans being replaced; streamline the formal review process through joint submittal to the Board of Water and Soil Resources (BWSR); and ensure local adoption and implementation of the final watershed-based plan. Planning partners may propose a different method to BWSR, but that method must address these three factors.
- This template sets up a Policy Committee as the decision-making body during the Planning Phase. Local government partners that adopt the MOA must also designate a member of their governing board to serve on the Policy Committee. Some points about Policy Committee responsibilities to include In a cover letter and/or presentation to the boards of the respective parties:

### **Policy Committee Membership Expectations**

1. Actively attend and participate in all scheduled meetings of the Policy Committee. Consider also including an anticipated meeting schedule and frequency, for example “first meeting of the Policy Committee will be in.... The committee will meet approximately monthly through....” Also consider including a generalized outline of anticipated decision points during the process to build interest and provide an expectation of progress.
2. Actively engage in the decision-making process for watershed-based planning with the understanding that goals, objectives, and action items of the water plan must be prioritized, targeted, and measurable.
3. Help to keep board members and constituents apprised of the status and progress of the watershed-based planning process.
4. Utilize the technical resources of their respective entities to assist and inform their decisions in the water planning process.

\*\*\*This Page is for reference purposes only\*\*\*

## MEMORANDUM OF AGREEMENT

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

The Counties of Clearwater, Pennington, Polk, and Red Lake by and through their respective County Board of Commissioners,

The Clearwater, East Polk, Pennington, and Red Lake County Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and the Red Lake Watershed District, 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, 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**, 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 Clearwater River Watershed* to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; 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.

**WHEREAS**, pursuant to Minnesota Statutes Section 103B.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 103B, 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”; and

**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*.

Approved \_\_\_\_\_, 2020

**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 Clearwater River Watershed (Attachment A). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as Clearwater River Planning Partnership

This Agreement does not establish a joint powers entity but set outs the terms and provisions by which the parties "may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised." Minnesota Statutes Section 471.59. As is permitted under the joint exercise of powers statute, Minnesota Statutes Section 471.59, the parties agree that under this Agreement, and as agreed upon and directed by the Policy Committee, one or more of the parties may exercise any power common to them on behalf of the other participating units, such as they have done under the Memorandum of Agreement where \_\_\_\_\_ is the fiscal agent and provides the day-to-day administrative duties of the Clearwater River Planning 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 Clearwater River Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution by the time of the first Policy Committee meeting that includes a request to the Policy Committee to join the Clearwater River Planning Partnership, a representative appointed to the Policy Committee, and a statement that 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 180 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 Clearwater River Planning Partnership 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. **Employee Status:** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. **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 (Minnesota Statutes Chapter 13) and the Official Records Act (Minnesota Statutes Section 15.17). At the time this agreement expires, all records will be turned over to the \_\_\_\_\_ for continued retention.
- e. **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.
- f. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- g. **Termination:** The Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR and until cancelled by all parties. The parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.



## 6. Administration:

- h. **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 parties agree that the Policy Committee established under the Memorandum of Agreement for the purpose of developing the Clearwater River Watershed Comprehensive Water Management Plan shall continue to operate cooperatively, but not as a single entity, for the purpose of implementation of the Clearwater River Watershed Comprehensive Water Management Plan. The Policy Committee will meet quarterly or as needed to decide on the content of the plan. Each Policy Committee member will serve as a liaison to their respective governing boards, act on behalf of their respective boards, and have the responsibility to inform their governing board on actions taken by the Policy Committee. Each representative shall have one vote and shall have the authority to act on behalf of the party they represent in the following matters: grant applications for grants the Policy Committee has voted to apply for/request on behalf of the Clearwater River Planning Group; report review and approval, payments under Clearwater River Planning Group grant(s).
  - ii. Each governing board may choose an alternate to serve on the Policy Committee as needed in the absence of the designated member.
  - iii. The Policy Committee will establish bylaws within 90 days of the execution of this document to describe the functions and operations of the committee(s).
  - iv. The Advisory Committee will meet quarterly 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 without unanimous approval by Policy Committee.
  - v. **The Planning Workgroup.** The parties agree that the Planning Workgroup shall continue and shall consist of the One Watershed One Plan Coordinator, local water planners, and the WD Administrator for the purposes of logistical and day-to-day decision-making in the. The Planning Workgroup will meet quarterly or as needed.
- i. **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.

- j. **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.
6. **Fiscal Agent:** The Policy Committee shall appoint annually one of the parties to the Agreement to be the Fiscal Agent for the Clearwater River One Watershed One Plan. The Fiscal Agent 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. Pursuant to Minnesota Statutes Section 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
  - d. 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 the One Watershed One Plan Coordinator).
7. **Grant Administration:** The Policy Committee shall appoint annually a "Grant Administrator" to handle the administrative work of the Clearwater River One Watershed One Plan. "In the circumstance that the Grant Administrator position is vacated, the Policy Committee shall appoint one of the parties to the Agreement to fill this role until the position is re-filled." The party that is the Grant Administrator handling the administration agrees to provide the following to the Clearwater River Planning Group for the purposes of this Agreement:
- 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.
  - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
  - c. Assist the Policy Committee and the Planning Workgroup with the administrative details to oversee implementation of the watershed-based plan.
  - d. Maintain the Clearwater River One Watershed One Plan webpage
  - e. Perform other duties to keep the Policy Committee, the Advisory Committee, and the Planning Workgroup informed about the implementation of the watershed-based plan.

8.

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

Clearwater County  
*Allan Paulson* or successor  
County Administrator  
213 Main Ave N. Dept 202  
Bagley, MN 56621  
Telephone: 218 684-6520

Clearwater SWCD  
*Chester Powell* or successor  
Waterplanner/Program Technician  
312 Main Ave N. Suite 3  
Bagley, MN 56621  
Telephone: 218 694-6845 ext 4

Pennington County  
*(enter name)* or successor  
County Administrator  
*(enter address)*  
Telephone: \_\_\_\_\_

Pennington SWCD  
*(enter name)* or successor  
District Administrator  
*(enter address)*  
Telephone: \_\_\_\_\_

Polk County  
*(enter name)* or successor  
County Administrator  
*(enter address)*  
Telephone: \_\_\_\_\_

East Polk SWCD  
*(enter name)* or successor  
District Administrator  
*(enter address)*  
Telephone: \_\_\_\_\_

Red Lake County  
*(enter name)* or successor  
County Administrator  
*(enter address)*  
Telephone: \_\_\_\_\_

Red Lake County SWCD  
*(enter name)* or successor  
District Administrator  
*(enter address)*  
Telephone: \_\_\_\_\_

Red Lake Watershed District  
Myron Jesme or successor  
Administrator  
Myron.jesme@redlakewatershed.org  
Telephone: 218-686-9692

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.  
*(Repeat this page for each participant)*

PARTNER: **Clearwater County**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date



**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.  
*(Repeat this page for each participant)*

PARTNER: **Pennington County**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.  
*(Repeat this page for each participant)*

PARTNER: **Pennington SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

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

PARTNER: **Polk County**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date





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

PARTNER: **Red Lake County**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

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

PARTNER: **Red Lake County SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

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

**PARTNER: Red Lake Watershed District**

APPROVED:

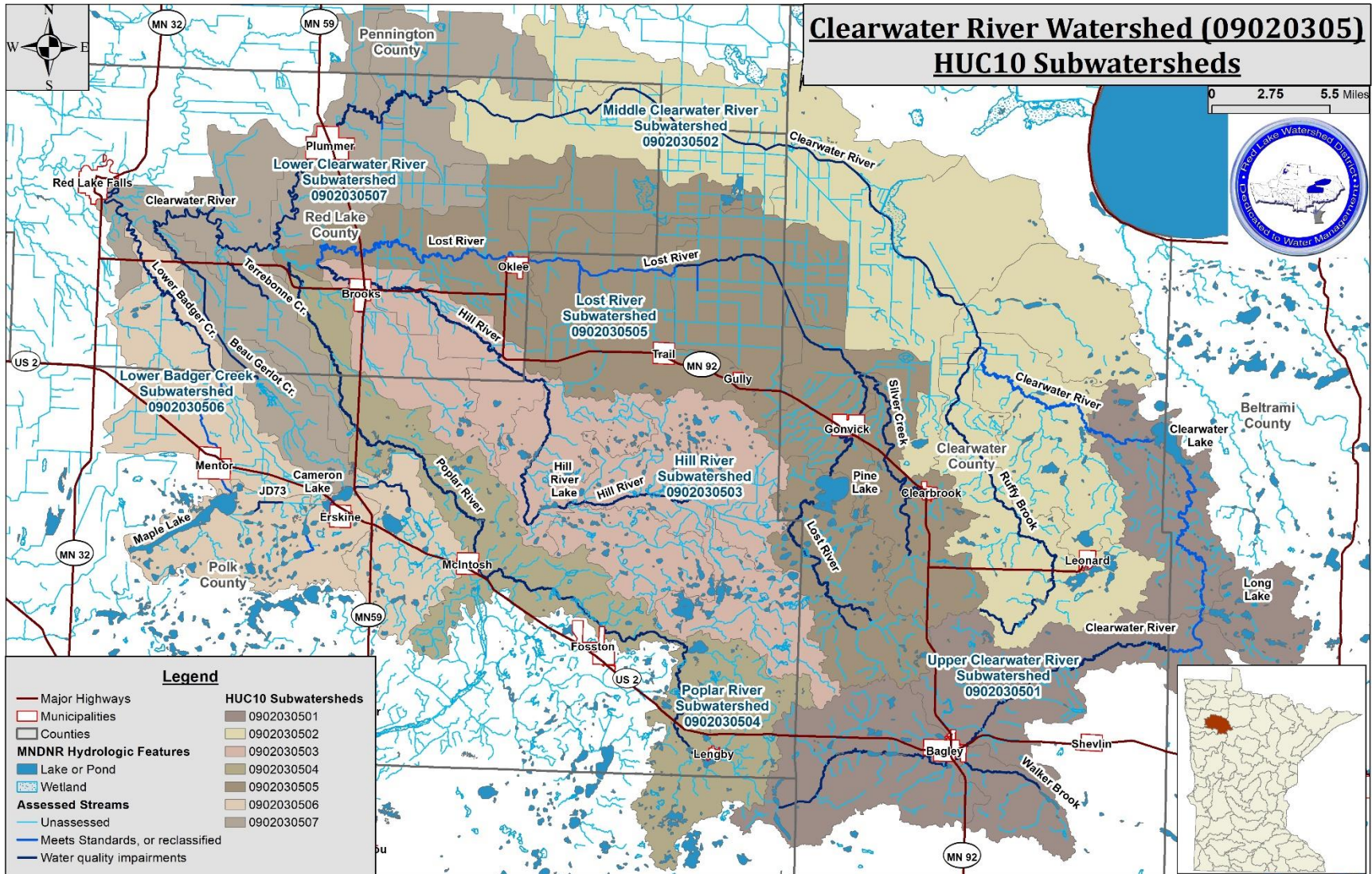
BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
Red Lake Watershed District Attorney Date

# Attachment A



## Attachment B

### Scope of Services Provided by the

#### Fiscal Agent

The \_\_\_\_\_ will have the following duties (*the following are examples and should be modified to meet local need, including additional attachments if services are split between multiple parties*):

1. Coordination of Policy Committee meetings, including:
  - a. Provide advance notice of meetings;
  - b. Prepare and distribute the Agenda and related materials;
  - c. Prepare and distribute Policy Committee Minutes;
  - d. Maintain all records and documentation of the Policy Committee;
  - e. Provide public notices to the counties and watershed district for publication; and
  - f. Gather public comments from public hearing and prepare for submittal.
2. Coordination of Advisory Committee meetings, including the technical and citizen subcommittees, including:
  - a. Provide advance notice of meetings;
  - b. Prepare and Distribute the Agenda and related materials;
  - c. Prepare and Distribute Minutes; and
  - d. Maintain all records and documentation of the committees.
3. Administration of the grant with BWSR for the purposes of developing a watershed-based plan, including:
  - a. Submit this Agreement, work plan, and other documents as required;
  - b. Execute the grant agreement;
  - c. Account for grant funds and prompt payment of bills incurred;
  - d. Complete annual eLINK reporting;
  - e. Present an annual audit of grant funds and their usage; and
  - f. Maintain all financial records and accounting.
4. Contracting for services with the chosen consultant for plan preparation and writing of the watershed-based plan, including:
  - a. Execute the Contract for Services agreement;
  - b. Oversee expenditures incurred by the consultant;
  - c. Provide prompt payment for services rendered; and
  - d. Serve as primary contact person with the consultant.

## **Star Township Drainage Dispute**

- **Ditch Plug is 2.0'+- in height**
- **Plug Blocks drainage of approximately 32 acres**
- **Water drains south across Robert Miller land to the township road ditch then heads west**
- **Dispute has been on going for many years- according to Matt Rindahl**

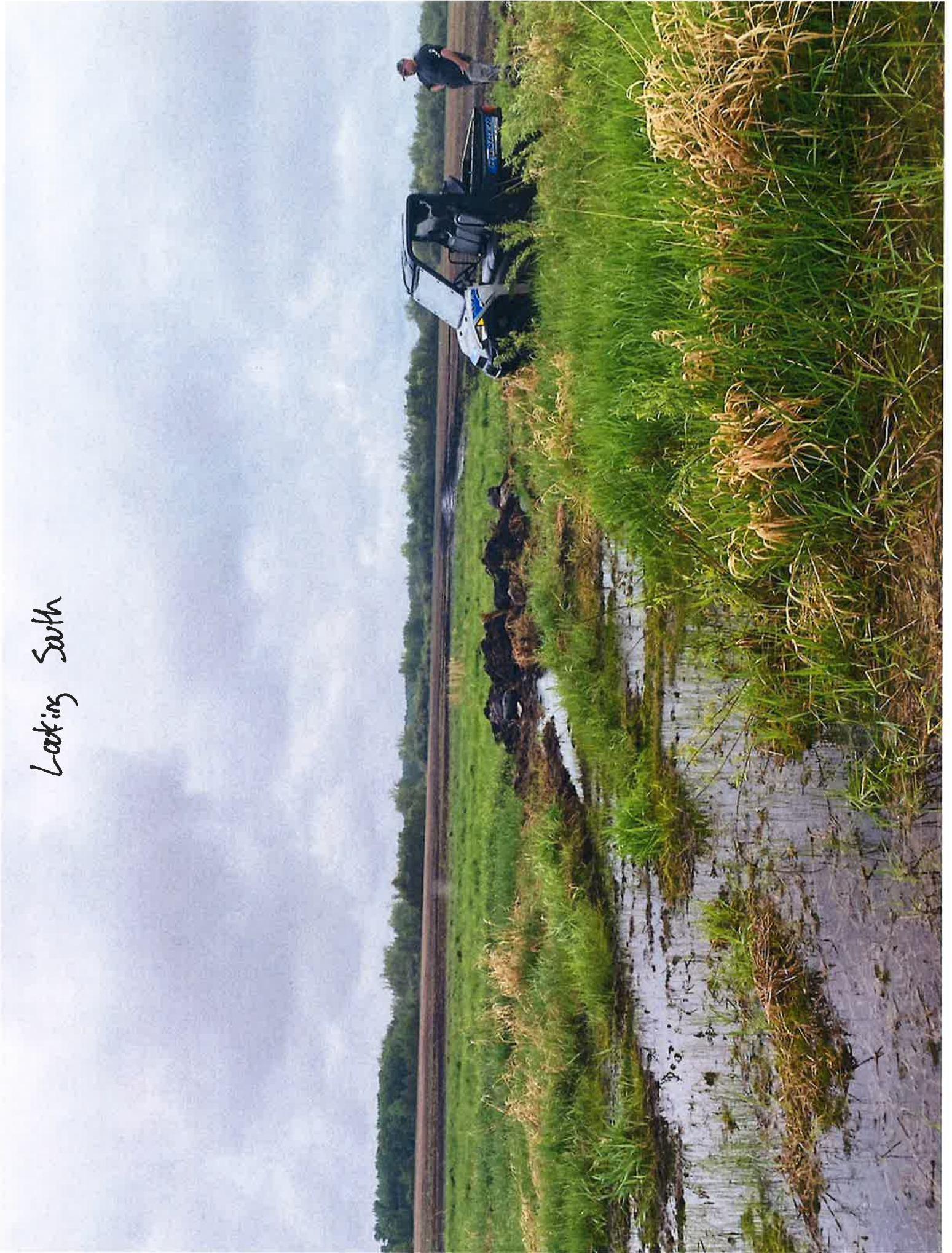
# Star Twp. Section 10







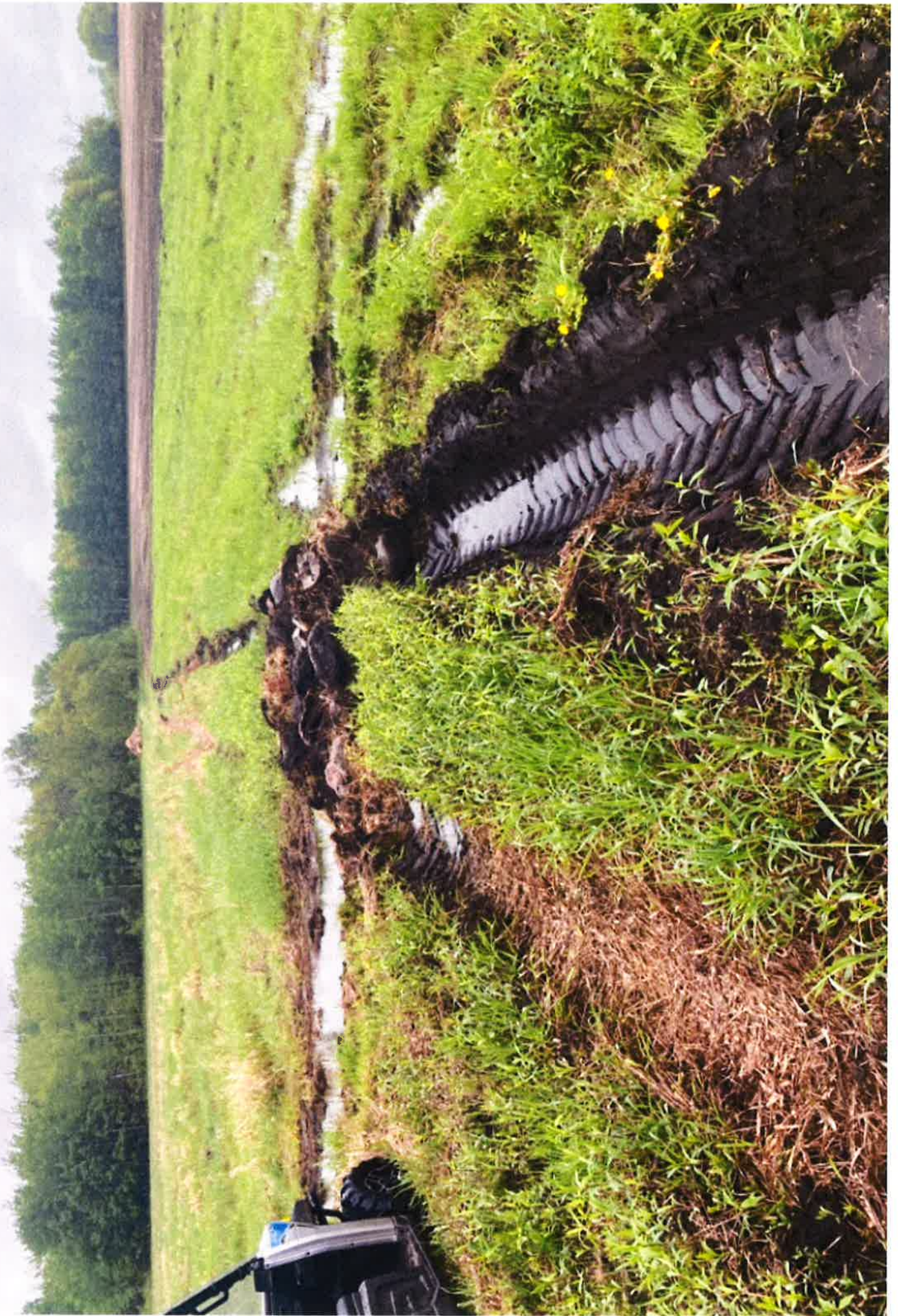
Looking South



Looking North



Looking East







Permit # 20-039

Status Report: **Tabled**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Knute Knutson		807 9th Street NE, PO Box 277 Red Lake Falls, MN 56750		tel: mobile: 218-689-7681 fax:

**General Information**

(1) The proposed project is a:

**Tiling**

(2) Legal Description

(3) County: **Red Lake** Township: **Gervais** Range: **43** Section: **19 1/4: E1/2 SE1/4**

(4) Describe in detail the work to be performed. **Install pattern tile with gravity outlet.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Increased drainage.**

**Status**

Status	Notes	Date
<b>Tabled</b>		<b>May 26, 2020</b>
<b>Received</b>		<b>April 29, 2020</b>

**Conditions**

**I recommend this permit be "Tabled" until after an outlet location and type is determined. N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.

**RED LAKE WATERSHED DISTRICT**  
Subsurface Tile Drainage Application

Landowner Name: Knute Knutson Phone: 218-689-7681  
Address (Street, City, State, Zip): 807 9<sup>th</sup> St NE, PO Box 277, Red Lake Falls  
Name of designer: Jess Determan Phone: 218-698-4628 MN 56750  
Name of installer: Field Drainage Phone: 218-698-4628

Legal description and site map and/or GPS coordinates to accurate scale showing location of all tiles, surface water inlets, outlet(s), lift stations, pumps, and flow control devices; (attach maps): \_\_\_\_\_

Section # 19 Township (Name & #) Gervais 151-152N Range # 43W County Red Lake  
195E-E80

Land area to be tiled (acres): 80

Type of tiling (circle)  Pattern Tile  Random Tile

Type of outlet (circle) Lift Station/Pump  Gravity  Other \_\_\_\_\_

Date proposed plan submitted: Month 4 Day 10 Year 2020

Pump/lift station outlet flow capacity (GPM) \_\_\_\_\_

- All subsurface tile drainage systems must protect from erosion and include RLWD approved erosion control measures.
- All subsurface tile outlets including lift station pumps, must be located out of a legal drainage system and governmental roadway right of way unless approved by District and must be visibly marked.
- It is recommended that after harvest, tile outlet controls, including lift station pumps, be opened or turned on to remove water from the system unless downstream culverts are freezing.
- Obtaining a permit from the RLWD Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or permits required by law. (Ex: NRCS, SWCD, Township, County, State, etc.)
- Upon completion of the project, "As Built" plans must be provided to the District.
- Consideration must be made for turning off pumps for short period of times during the summer so maintenance can be performed on public, legal and private drainage ways, such as road ditches or private natural field drains.

EXHIBITS. The following exhibits may be requested to accompany the permit application. Two copies, (standard paper size of 8.5 inches by 11 inches), which include:

Signature of Owner: *Knute Knutson* Date: 4-10-2020

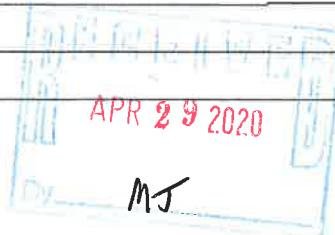
**RLWD staff use:**

Permit # 20-039 Date received: 4/29/20

Drain tile outlets to: Natural Culee

Legal System (Benefited Area): N/A

Culvert size upstream and downstream of tile outlet: N/A



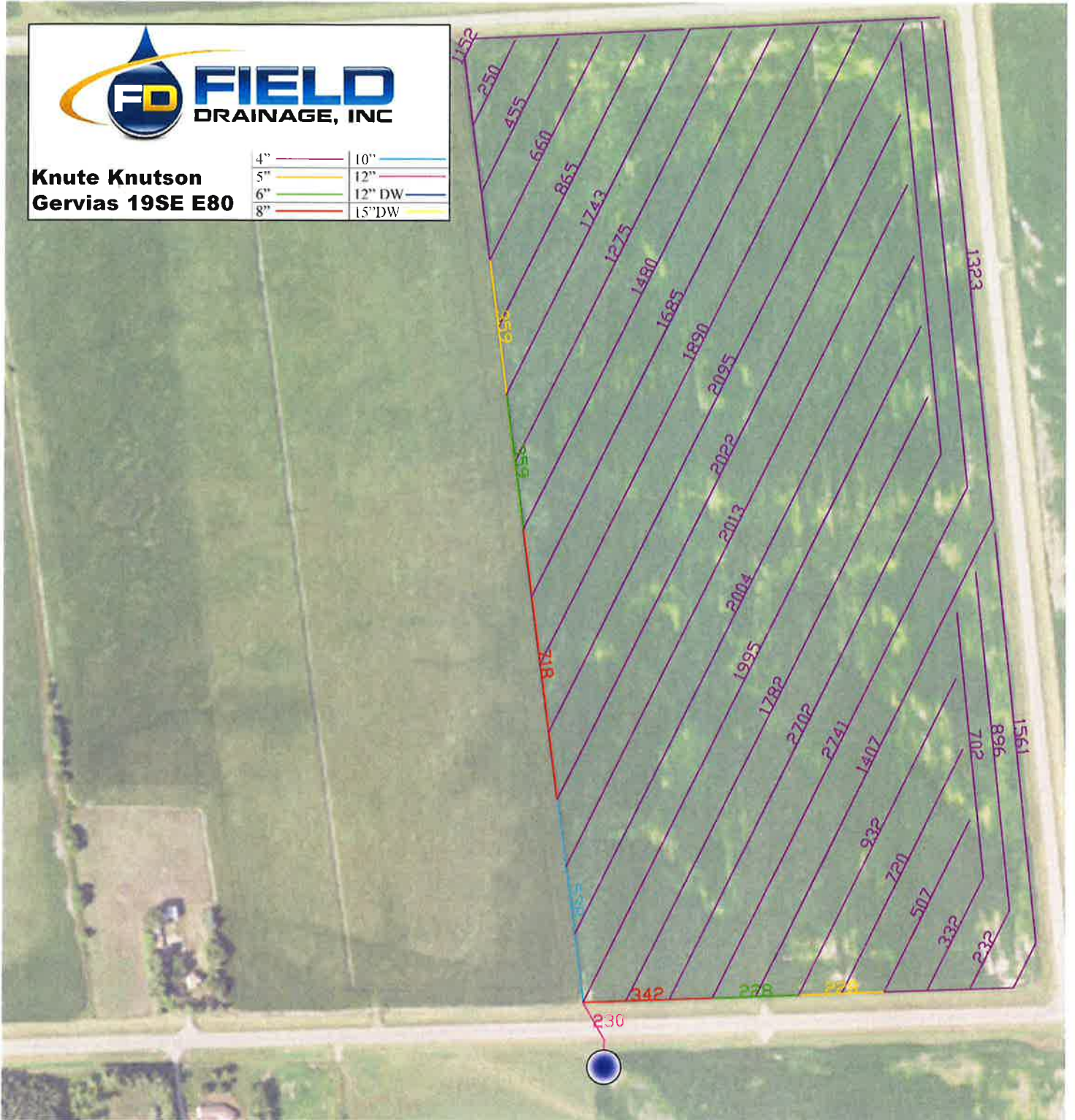






**Knute Knutson**  
**Gervias 19SE E80**

4"	10"
5"	12"
6"	12" DW
8"	15" DW





Permit # 20-007

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
	Braf Farmland Holdings GP	18 Crescent Key Bellevue, WA 98006		tel:425-301-0728 mobile: fax:

**General Information**

(1) The proposed project is a:

**Surface Drainage (New Ditch or Improvement)**

(2) Legal Description

(3) County: **Marshall** Township: **Excel** Range: **43** Section: **4 1/4**:

(4) Describe in detail the work to be performed. **Perform general ditching to maintain proper drainage.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **There has been a lack of ditching on this property, which is leading to an abundance of drown outs.**

**Status**

Status	Notes	Date
<b>Approved</b>		<b>May 26, 2020</b>
Tabled		March 18, 2020
Received		March 10, 2020

**Conditions**

**Red Lake Watershed District (RLWD) approval to clean Trunk Highway #32 East Road Ditch in Section 4 of Excel Township and create field berms with side water inlet culverts, as per approval of Minnesota Department of Transportation; work is within Trunk Highway #32 Right-of-Way. A survey of the ditch bottom profile has been completed by the RLWD and a copy of the profile will be sent to the applicant. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. Berms shall be 0.5' lower than adjacent roads. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-036

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Scott Strand		22547 300th Street SE Erskine, MN 56535		tel: mobile: 218-684-0183 fax:

**General Information**

(1) The proposed project is a:

**Surface Drainage (New Ditch or Improvement)**

(2) Legal Description

(3) County: **Polk** Township: **Badger** Range: **42** Section: **12 1/4: SW1/4**

(4) Describe in detail the work to be performed. **Clean the brush and silt for 1/2 mile of the ditch on the east side of 230th Avenue SE and 1/2 mile of ditch on north side of 300th Street SE.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Years of neglect, silting in and vegetation causing slowing and stoppage of water drainage.**

**Status**

Status	Notes	Date
<b>Approved</b>		<b>May 20, 2020</b>
Received		April 28, 2020

**Conditions**

**Red Lake Watershed District (RLWD) approval to clean a township road ditch for approximately 1.0 miles as per approval of Badger Township specs/conditions; proposed work is within Township Road Right-of Way, see map. A survey of the ditch bottom profile's has been completed by the RLWD and a copy of the profile has been sent to the applicant. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. All culverts shall remain in place, no culvert lowering, or enlarging is permitted. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-037

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Brent Strand		3542 6th Street East West Fargo, ND 58078		tel: mobile: 218-686-7886 fax:

**General Information**

(1) The proposed project is a:

**Culvert Installation / Removal / Modification**

(2) Legal Description

(3) County: **Polk** Township: **Badger** Range: **42** Section: **13 1/4: NE1/4**

(4) Describe in detail the work to be performed. **Install culvert under 300th Street SE.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Better outlet for water than currently flooding the DNR land to the north.**

**Status**

Status	Notes	Date
<b>Approved</b>		<b>May 20, 2020</b>
Received		April 28, 2020

**Conditions**

**Red Lake Watershed District (RLWD) approval to install an 18" diameter centerline culvert under 300th Street SE, as per approval of Badger Township specs/conditions; proposed work is within Township Road Right-of Way, see map. A survey of the ditch bottom profile's has been completed by the RLWD and a copy of the profile has been sent to the applicant. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. All culverts shall remain in place, no culvert lowering, or enlarging is permitted. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible Wetland Conservation Act concerns. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-059

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
	Russia Township	None		tel: mobile: fax:

**General Information**

(1) The proposed project is a:

**Culvert Installation / Removal / Modification**

(2) Legal Description

(3) County: **Polk** Township: **Russia** Range: **46** Section: **8** 1/4: **SE1/4**

(4) Describe in detail the work to be performed.

(5) Why is this work necessary? Explain water related issue/problem being solved.

**Status**

Status	Notes	Date
Approved		May 26, 2020
Received		May 8, 2020

**Conditions**

**RLWD approval to install two lines of 24" diameter centerline culverts with "flap gates" or a "screw gates" on the easterly ends of said culverts. Culverts are needed to alleviate flood water overtopping adjacent township road. Operation of flap gates will be the responsibility of the township and/or landowners, and not the RLWD. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O. – L.S.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-060

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
	Agder Township	20879 200th Avenue NE Thief River Falls, MN 56701		tel:218-689-6737 mobile: fax:

**General Information**

(1) The proposed project is a:

**Culvert Installation / Removal / Modification**

(2) Legal Description

(3) County: **Marshall** Township: **Agder** Range: **42** Section: **20 1/4: SE1/4 SE1/4**

(4) Describe in detail the work to be performed. **Repair texas crossing. Potentially add another line of culverts.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Crossing has failed.**

**Status**

Status	Notes	Date
Approved		May 19, 2020
Received		May 11, 2020

**Conditions**

**RLWD approval to remove two lines of 36" diameter CMP culverts that are in a "Texas Crossing" and replace them with two lines of 42" X 29" CMP-Arch culverts, at the same elevation. Applicant may add a third line of said arch pipe, two lines minimum. The top of the Texas Crossing shall be rebuilt to the same elevation. Applicant shall contact and meet the specs/conditions of Marshall County Ditch Authority; proposed work is within CD 20 Branch 3 Legal Drainage System. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-063

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
	Pennington County Highway Department	250 125th Avenue NE Thief River Falls, MN 56701		tel: mobile: 218-289-6475 fax:

**General Information**

(1) The proposed project is a:

**Culvert Installation / Removal / Modification**

(2) Legal Description

(3) County: **Pennington** Township: **Hickory** Range: **39** Section: **27 1/4: SW1/4 SW1/4**

(4) Describe in detail the work to be performed. **Replace pipe in driveway in J.D. 1 ditch system. Pipe needs to be sized 250 feet east of 390th Avenue SE**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Existing pipe has deteriorated.**

**Status**

Status	Notes	Date
Approved		May 19, 2020
Received		May 11, 2020

**Conditions**

**RLWD approval to remove a 52" X 41" CMP-Arch driveway culvert and replace with a 48" diameter culvert. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-068

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Ordean Sundrud		31384 350 Ave SE Fosston , MN 56542		tel:218-435-6915 mobile: 218-280-6761 fax:

**General Information**

(1) The proposed project is a:

**Tiling**

(2) Legal Description

(3) County: **Polk** Township: **Johnson** Range: **39** Section: **31 1/4**:

(4) Describe in detail the work to be performed. **Tile Ne 1/4 of Section**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Improve Drainage**

**Status**

Status	Notes	Date
Approved		May 18, 2020
Received		May 18, 2020

**Conditions**

The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'Lift Pump' outlet, as per approval of Johnson Township; proposed Lift Pump is within Township Road Right-of-Way. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. ■ Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible Wetland Conservation Act concerns. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.





Permit # 20-069

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Wayne Kolden		19922 370th Street SE Erskine, MN 56535		tel: mobile: 218-280-3717 fax:

**General Information**

(1) The proposed project is a:

**Culvert Installation / Removal / Modification**

(2) Legal Description

(3) County: **Polk** Township: **Knute** Range: **42** Section: **18 1/4: SE1/4**

(4) Describe in detail the work to be performed. **Widen and raise driveway, replace old 18" and add 10' extension to the culvert.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Existing driveway is unsafe.**

**Status**

Status	Notes	Date
<b>Approved</b>		<b>May 26, 2020</b>
Received		May 18, 2020

**Conditions**

**Site 1 - RLWD approval to remove a 24" diameter centerline culvert through a driveway and replace with an 18" diameter culvert. Site 2 - RLWD approval to extend a 30" diameter crossing to enable a wider top width. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O./L.S.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-070

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Lorraine Mains		30641 265th Avenue SE McIntosh, MN 56556		tel:612-437-1996 mobile: fax:

**General Information**

(1) The proposed project is a:

**Culvert Installation / Removal / Modification**

(2) Legal Description

(3) County: **Polk** Township: **Lessor** Range: **41** Section: **16 1/4**; **NE1/4 SW1/4**

(4) Describe in detail the work to be performed. **Install culvert for new driveway entrance.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **New garage and driveway.**

**Status**

Status	Notes	Date
<b>Approved</b>		<b>May 21, 2020</b>
<b>Received</b>		<b>May 19, 2020</b>

**Conditions**

**RLWD approval to install an 18" diameter driveway culvert; as per approval of Lessor Township, proposed work is within Township Road Right-of-Way. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 20-074

Status Report: **Approved**

**Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
John Anton		None		tel: mobile: fax:

**General Information**

(1) The proposed project is a:

**Culvert Installation / Removal / Modification**

(2) Legal Description

(3) County: **Pennington** Township: **Sanders** Range: **44** Section: **24 1/4**:

(4) Describe in detail the work to be performed. **Site 1 - Extension of 30" culvert Site 2 Install new crossing with 18" culvert**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Wider entrance needed for larger equipment.**

**Status**

Status	Notes	Date
<b>Approved</b>		<b>May 27, 2020</b>
Received		May 27, 2020

**Conditions**

**Site 1 - RLWD approval to extend a 30" diameter field entrance culvert; as per approval of Pennington County Highway Department, proposed work is within County Road #59 Right-of-Way. Site 2 – RLWD approval to install an 18" diameter field entrance; as per approval of Pennington County Highway Department, proposed work is within County Road #59 Right-of-Way. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.**

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



# West Polk Soil & Water Conservation District

528 Strander Avenue  
Crookston, Minnesota 56716-2912  
Telephone: 1-218-281-6070  
[www.westpolkswcd.org](http://www.westpolkswcd.org)

AN EQUAL OPPORTUNITY EMPLOYER

## West Polk Soil & Water Conservation District COVID-19 Preparedness Plan

West Polk Soil & Water Conservation District (West Polk SWCD) is committed to providing a safe and healthy workplace for all workers and customers. To ensure that, we have developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. West Polk SWCD Supervisors and Staff are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers, management and customers. Only through this cooperative effort can we establish and maintain the safety and health of our workplaces.

West Polk SWCD Supervisors and Staff are responsible for implementing and complying with all aspects of this COVID-19 Preparedness Plan.

West Polk SWCD workers are our most important assets. We are serious about safety and health and keeping our staff working at West Polk SWCD. Staff involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. West Polk SWCD Staff and Supervisors have been involved in this process by weekly staff conference calls, individual staff calls to District manager, submitting continuous updated COVID-19 information via email to Supervisors and Staff by District Manager.

Our COVID-19 Preparedness Plan follows Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, federal OSHA standards related to COVID-19 and Executive Order 20-48, and addresses:

- Screening for employees exhibiting signs and symptoms of COVID-19
- Exhibiting Cold or Flu systems and/or Exposed for COVID-19
- Notification/Disclosure
- Site Sanitation and Hygiene
- Social Distancing
- SWCD/NRCS Co-Mingled Office Setting/Protocol
- Housekeeping
- Communication and Training
- Working Remotely

### Screening for employees exhibiting signs and symptoms of COVID-19

- Supervisors and Staff will be continuously reminded of and encouraged to self-monitor for signs and symptoms of COVID-19.

### Exhibiting Cold or Flu systems and/or Exposed to COVID-19

- Any Staff exhibiting cold or flu symptoms is instructed to contact the District Manager immediately and stay home until further notice.
- Any Staff and/or Supervisor that has been exposed to a person with confirmed COVID-19 at their workplace are to require to be quarantined at home for 2 weeks.
- Any Staff and/or Supervisors that has been exposed to a person with confirmed COVID-19 outside their workplace are required to be quarantined at home for 2 weeks.

### Notification/Disclosure

- West Polk SWCD will notify their own Staff/Supervisors, co-mingled Natural Resource Conservation Service (NRCS) staff; other USDA Service Center building occupants Farm Service Agency (FSA) and Phil Thompson & Associates, that a co-worker (or a visitor to the office) tested positive for COVID-19 without disclosing any identities or anything specific about his/her medical condition or symptoms to others in or outside the

workplace. Under the American Disability Act (ADA), any information regarding the medical condition or history of an employee that an employer obtains as part of an examination or inquiry into a disability could constitute a confidential medical record that can be disclosed only to certain individuals in limited circumstances. 42 U.S.C. § 12112(d)(3)(B) and 12112(d)(4).

#### **Site Sanitation and Hygiene:**

- Frequently wipe down with sanitary wipes (i.e. Clorox Wipes) often-used surfaces such as counter tops, photo copiers, door handles, storage cabinet handles, file cabinet handles, water dispenser, microwave, refrigerator, tables, faucets, light switches. All staff should take the initiative on this, but one will be assigned the task to undertake several times daily
- Masks are advised to be worn during interaction with customers and in settings where social distancing is difficult within the office. Each Staff and Supervisor are responsible for their own mask.
- Frequently and thoroughly wash hands.
- Cover your cough or sneeze into your elbow or tissue.
- Avoid touching your face.
- West Polk SWCD may provide Kleenex/tissue.
- West Polk SWCD/Building Owner provides cleansing wipes – subject to availability.
- West Polk SWCD/Building Owner provides hand sanitizer and/or wipes - subject to availability.

#### **Social Distancing:**

- Have flexible work hours, create staggered shifts and additional shifts to reduce the number of employees in the co-mingled office at one time.
- Don't attend non-essential functions and meetings – participate remotely if possible.
- When hosting meetings, encourage and provide means of remote participation.
- Use remote communications technologies – email, Skype, phone, conference call, WebEx, ZOOM.
- Minimize or no contact with the workspace of others; maintain six feet of distance between staff
- Minimize or no physical contact with others – alternatives to handshakes – wave, nod, verbal greeting, elbow bump; maintain six feet of distances between staff and customers
- Use phones to talk with co-workers in the office
- Eat lunch alone at individual desks
- Stagger work/break schedules
- Regulate riding in or sharing of vehicles
- Instructions will be communicated to customers about how drop-off, pick-up and delivery will be conducted to ensure social distancing between the customer.

#### **SWCD/NRCS Co-Mingled Office Setting/Protocol:**

- Customers or SWCD/NRCS visitors are not allowed to enter the office area (behind front counter or through employee door) or within any one office space. Business will be conducted at the front counter, email, phone or outside.
- Flexible work hours, staggered shifts and additional shifts to reduce the number of employees in the co-mingled office will be communicated between the SWCD District Manager and NRCS Team Lead.
- Minimize or no contact with the workspace of co-mingled NRCS staff; maintain six feet of distance between all office staff.
- Minimize or no physical contact with co-mingled NRCS staff – alternatives to handshakes – wave, nod, verbal greeting, elbow bump; maintain six feet of distances between co-mingled NRCS staff.
- Only one SWCD/NRCS customer/visitor allowed one at a time at the front counter.
- All visitors will be asked COVID-19 screening questions.

#### **Housekeeping:**

Falls on the responsibility of the Building Owner/Janitor.

#### **Communications and Training:**

The West Polk SWCD District manager is to monitor how effectiveness of this plan through frequent Staff meetings and monthly Supervisor board meetings and will continue to communicate to Supervisors and Staff any COVID-19 updates and any information from the State of MN and MN Association of Soil and Water Conservation Districts (MASWCD).

**Working Remotely:**

- West Polk SWCD has implemented leave policy (ARTICLE XI LEAVES OF ABSENCE: West Polk SWCD National or State Epidemic or Pandemic Emergency Sick Leave Policy 04-16-2020)
- All West Polk SWCD employees have District or USDA issued laptops with the capability to access the Lake Country Cooperative Server or USDA servers remotely. Employees may be permitted to work from home with prior authorization from the District Manager. It is understood that productivity will likely be reduced, particularly if remote work is at home with children or other distractions. Employees are trusted to log hours worked only to the extent that they were productive hours.

This Preparedness Plan was communicated through email, conference calls and monthly board meetings to all Supervisors and Staff 05-14-2020 & 05-21-2020. The District Manager and Staff are to work through this new plan together and update the training as necessary. This COVID-19 Preparedness Plan has been certified by West Polk SWCD Supervisors and was posted throughout the workplace 05-21-2020. It will be updated as necessary.

West Polk SWCD requests full cooperation and communication of NRCS and FSA and Phil Thompson and Associates which co-mingle and occupy the Crookston USDA Service Center in relation to this COVID-19 Preparedness Plan.

Other measures will be taken as deemed practical by the District Manager in accordance with evolving guidance as provided by professionals (CDC, MDH).

Thank you.

Nicole Bernd  
District Manager

Elliott Solheim, Chairman  
Derek Peterson, Vice Chairman  
Mark McWalter, Secretary  
Chris Cournia, Treasurer  
John Sorenson, PR & I  
Luther Newton, NRCS Acting Team Lead  
Nathan Johnson, FSA CED  
Joel Tongen, Phil Thompson & Associates



## EMPLOYER PREPAREDNESS PLAN REQUIREMENTS CHECKLIST

Non-Critical Sector businesses and employers must develop and implement a COVID-19 Business Preparedness Plan that addresses the following components. Businesses must ensure the Plan is evaluated, monitored, executed, and updated under the supervision of a designated Plan Administrator. Employers must ensure the Plan is posted at all of the business's workplaces in readily accessible locations that will allow for the Plan to be readily reviewed by all workers, as required.

### WORKER PROTECTIONS AND PROTOCOLS FOR ALL WORKPLACES

#### Ensure sick workers stay home

1. Establish health screening protocols for workers at the start of each shift (e.g. health screening survey, taking temperature). See the Minnesota Department of Health (MDH)'s Visitor and Employee Health

Screening Checklist ([www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf](http://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf)). The checklist is also available in Hmong, Somali, and Spanish ([www.health.state.mn.us/diseases/coronavirus/businesses.html](http://www.health.state.mn.us/diseases/coronavirus/businesses.html)).

2. **Workers with COVID-19 symptoms should be sent home immediately.** If they cannot be sent home immediately, isolate in a closed room until they can be sent home. Workers who have been in close contact with a household member with COVID should not be at work until their quarantine period is finished.
3. Establish communication protocols and steps to take when workers have been exposed to COVID-19 in the workplace.
4. Designate an individual to maintain communication with and gather information from workers who may be ill, as to ensure the privacy of workers is maintained.
5. Establish worker sickness reporting protocols.
6. Establish protocols for workers to return to work, and follow MDH Guidance. ([www.health.state.mn.us/diseases/coronavirus/returntowork.pdf](http://www.health.state.mn.us/diseases/coronavirus/returntowork.pdf)).
7. Establish a process to identify contact between infected workers and other workers who may have been exposed. (CDC Interim Guidance for Businesses and Employers Responding to Coronavirus Disease 2019 (COVID-19), May 2020 ([www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html](http://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html))).
8. Evaluate and adjust sick leave policies to reflect the need for isolation and incentivize workers who are sick to stay home.
9. Provide accommodations for "high risk" and vulnerable populations. See CDC's People Who are at Higher Risk for Severe Illness ([www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html](http://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html)).

Vulnerable workers should be encouraged to self-identify, and employers should avoid making unnecessary medical inquiries. Employers should take particular care to reduce these workers' risk of exposure.

10. Clearly communicate sick leave policies to all workers.

### Social distancing – Workers must be at least six-feet apart

1. Maximize remote-working – Workers who are able to work from home must work from home.
2. Stagger shifts and breaks; Extend work hours and create additional shifts to reduce number of workers per shift.
3. Evaluate traffic patterns and “choke points” to reduce crowding at entrances, in hallways, elevators, waiting areas, break areas, common areas, etc.
4. Limit collective gatherings of workers to 10 people or less.
5. Limit the number of people in restrooms.
6. Ensure physical distancing in work areas, including at workstations, production lines, break rooms, etc.
7. Limit worker interaction across floors, buildings, campuses, worksites, etc. unless at least 6-foot distance is maintained.
8. Increase physical space between workers and clients/customers (e.g. drive-thru, partitions).

### Worker hygiene and source controls

1. **Ensure workers regularly wash their hands.** . Ensure handwashing and/or hand-sanitizer facilities are readily available and appropriately stocked.
2. Provide recommended protective supplies, such as non-medical cloth face coverings, gloves, disinfectant, guards, shields, etc.
3. Post “hand-washing” and “cover your cough” signs.
4. Require the use of source control face coverings (e.g. cloth face coverings).



5. Doors to multi-stall restrooms should be able to be opened and closed without touching the handles, opening-devices, or powered door-operators with the hand, whenever possible. If the door cannot be opened without touching the handle or door-operator with the hand, the business must ensure a trash-receptacle is placed by the door to ensure a paper towel can be readily disposed of when operating the door. The location and positioning of waste-receptacles should not interfere with Life Safety requirements (e.g. egress, evacuation, emergency equipment) or any reasonable accommodations provided under the Americans with Disabilities Act.
6. Community drinking stations and water-fountains should not be available/used. Touchless water-filling stations may still be provided
7. Food should not be shared communally.
8. Provide tissues for proper cough/sneeze etiquette and no-touch disposal bins.

### Workplace building and ventilation protocols

**General Building Conditions:** Businesses must assess the status and capacities of the utility-systems within the building (e.g. ventilation, water-supply, sewer, gas), as well as potential issues associated with vermin, molds, and mildew, prior to putting the building into an operational status.

1. Follow established protocols for starting mechanical, electrical, plumbing, life-safety, and other systems after non-use according to the Authorities Having Jurisdiction.
2. Assess the building for indications of pest and vermin infestation, and consult a pest-control professional as appropriate.
3. See CDC’s Guidance for Reopening Buildings After Prolonged Shutdown or Reduced Operation ([www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html](http://www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html)).

**Ventilation System Start-up:** Businesses must evaluate the operational capacity, and increase, improve, and maintain ventilation provided throughout the building.

1. Increase the outdoor air-percentage to increase dilution of contaminants, and eliminate recirculating, whenever possible, while maintaining indoor air-conditions.
2. For heating-ventilation-air-conditioning systems that recirculate air, businesses need to improve central-air filtration to at least the MERV-13 or the highest compatible with the filter rack (at least MERV-14



preferred), and seal the edges of filters to further limit by-pass around the filters.

3. Replace and upgrade air filters prior to re-occupancy.
4. Run systems on full economizer as outside air-conditions allow.
5. Consult an HVAC professional to ensure proper ventilation is maintained.

**Day-To-Day Operations:** Once systems are in a safe operational status, businesses should ensure the following practices and protocols are maintained:

1. Continuously maximize fresh-air into the workplace, and eliminate air recirculation.
2. Maintain relative humidity levels of RH 40-60%
3. Keep systems running longer hours (24/7 if possible) to enhance the ability to filter contaminants out of the air.
4. Add a flush cycle to the controls of the HVAC system, and run HVAC systems for 2-hours before and after occupancy.
5. Check and rebalance the HVAC system to provide negative air-pressure whenever possible.
6. Supplement ventilation-system with the use of portable HEPA filter units whenever possible.
7. Minimize air-flow from blowing across people.
8. Consult an HVAC professional or the American Society of Heating, Refrigerating and Air-Conditioning Engineers to ensure proper ventilation is provided, and ventilation-systems are properly maintained. See ASHRAE’s COVID-19 Preparedness Resources ([www.ashrae.org/technical-resources/resources](http://www.ashrae.org/technical-resources/resources)).



allows the user to manipulate the device without touching the switch, and change out the poly-covering frequently. Electronic devices must be sanitized only when disconnected from the power-source, and sanitized in accordance with the listing/labeling requirements.

5. Personal equipment, tools and phones should not be shared or, if shared, should be disinfected after each use.
6. Implement immediate cleaning and disinfecting of the workplace if a worker, client or visitor becomes ill with COVID-19. See CDC’s Cleaning and Disinfecting Your Facility ([www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html](http://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html)).
7. Select appropriate and ensure the needed supply of disinfectants – consider effectiveness and safety. The U.S. Environmental Protection Agency’s (EPA) List N has identified a list of products that meet EPA’s criteria for use against SARS-CoV-2. See EPA’s List N: Disinfectants for Use Against SARS-CoV-2 ([www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2](http://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2)).
8. Review product labels and Safety Data Sheets, follow manufacturer specifications, and use required personal protective equipment for the product.

### Drop-off, pick-up and delivery practices and protocol

1. Receive deliveries via a contactless method whenever you can.
2. Businesses must provide for contactless deliveries that promote for delivery at a doorstep, where persons maintain a distance at least 6-feet away while verifying receipt of the delivery between the worker and the delivery person. Whenever possible, businesses should attempt to do everything electronically (e.g. app, phone) to eliminate the need for close contact between workers and delivery personnel.
3. Workers must maintain a distance 6-feet or greater from others during interactions while receiving or exchanging deliveries.
4. Workers must minimize the unnecessary exchanging or sharing of scanners, pens, or other tools with delivery personnel.

### Workplace cleaning and disinfection protocols

1. Establish a documented sanitation schedule and checklist, identifying surfaces/equipment to be sanitized, the agent to be used, and the frequency at which sanitation occurs.
2. Routinely clean and disinfect all areas, such as offices, restrooms, locker and changing rooms, common areas, shared electronic equipment, machinery, tools, controls, etc.
3. Frequently clean all high-touch items, such as doorknobs, countertops, barriers, railings, handles, and other surfaces.
4. Electronic devices (e.g. light-switches, circuit-breakers) should not be sanitized with a liquid agent. Consider covering switches/devices with a poly-covering that

## Communications and training practices and protocol

1. All workers and members of management must be trained regarding COVID-19 exposure, as well as applicable policies, procedures, practices, and protocols. The training must be provided by and paid for by the business. The training must be provided in a manner and language that each employee can understand, and must be adjusted to reasonably accommodate all limiting factors present. See “OSHA’s Resource for Development and Delivery of Training to Workers” ([osha.gov/Publications/osha3824.pdf](https://www.osha.gov/Publications/osha3824.pdf)). See also Minnesota’s “Small Assemblies for Testing and Training” for guidance with facilitating training for employees while addressing COVID-19 implications ([dli.mn.gov/sites/default/files/pdf/COVID-19\\_training\\_facilities.pdf](https://dli.mn.gov/sites/default/files/pdf/COVID-19_training_facilities.pdf)).
2. Businesses must ensure the COVID-19 Business Preparedness Plan is posted at all of the business’s workplaces in readily accessible locations, and is shared with and reviewed by all workers.
3. Businesses must ensure the necessary or required rules and practices are communicated to workers, and adequately enforce their provisions.
4. Workers must ensure they comply with and follow established rules and practices.
5. Communication to educate customers/clients about the steps being taken for their protection to mitigate the spread of COVID-19 is encouraged. Protective measures should be communicated to clients prior to, and at the start of, the appointment to both educate clients as well as inform them of their role in protecting the workers and other clients.

## What clients and customers can do to minimize the transmission

1. Advise clients to conduct a self-check of their body temperature the day of their appointment.
2. Limit the number of persons accompanying the customer/client at the time services are being provided.
3. Post signage and develop messaging that if customers do not feel well or have any symptoms compatible with COVID-19, they should stay home. They should also stay home if they have a household member experiencing symptoms compatible with COVID-19. Refer to CDC’s What to Do if You are Sick or Caring for Someone Who is Sick ([www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/index.html](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/index.html)).
4. If customers/clients begin to feel unwell while in the facility, they should leave immediately and isolate

themselves at home. See CDC’s Interim Guidance for Businesses and Employers Responding to Coronavirus Disease 2019 (COVID-19), May 2020 ([www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html](https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html)).

5. Have customers/clients review a screening survey that checks for COVID-19 symptoms, close contacts with confirmed cases and quarantined cases, and recent out of continent travel. The questions would be the same as those completed by staff. MDH’s Visitor and Employee Health Screening Checklist ([www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf](https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf)).
6. Encourage customers/clients to regularly wash and/or sanitize their hands.
7. Limit the equipment, products, or items touched by the customer/client while in facility.
8. Have customers/clients wear a face covering or mask when able to. Cloth face coverings are NOT a substitute for maintaining a physical distance of 6-feet from other people. Refer to CDC guidance on cloth face coverings ([www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html)).
9. Make sure each piece of equipment used is wiped down before and after each use by a customer/client, and dispose of the wipe accordingly.

Businesses should add any additional measures that may be specific to their type of business.

## Additional protections for receiving or exchanging payment

1. Contactless payment should be used whenever possible. Utilize a electronic fund-transfer service or credit-card payment method that allows the client to fully initiate and complete the payment transaction remotely, or while separated from the worker.
2. When contactless payment is not possible, payment must be made in a manner that allows for at least 6-feet of distance between the worker and customer/client.
3. Install barriers at the check-in and payment counter.
4. During check-in and check-out, the configuration at the payment stations, and the space between the worker and the customer/client must allow for physical distancing of at least 6-feet, or a physical barrier must be installed.

Businesses should add any additional measures that may be specific to their type of business.

## Additional protections and protocol for managing occupancy

1. Businesses must reduce occupant capacity, not to exceed 50%, necessary to allow for the required social distancing.
2. Limit the number of customers/clients allowed within the business at one time.
3. Limit the number of children allowed within the business at one time.
4. Advertise business protocols so that current and potential clients are aware of changes.
5. Advise customer/clients of the added COVID-19 precautions that will be taken prior to arrival at the site. Use websites, social media, pre-appointment phone calls and confirmations, and other outlets to educate clients on the steps being taken for their protection and the protection of workers.
6. Encourage customer/clients of “high risk” to consider postponing from the service. Persons who may be at higher risk for severe illness should consider delaying seeking or providing these services. (See [www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html](http://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html))
7. Post signage at the business entrance outlining established protocols.
8. Advise customers/clients to conduct a self-check of their body temperature on the day of their appointment.
9. Email or text a screening survey on the day of the appointment/reservation and/or post screening questions at the establishment.
10. Have customer/clients respond to the screening-survey questions upon arrival and check-in, and verify that they have read the screening-survey and can respond “no” to all questions.
11. Decline to provide services to a customer/client if there is any suspicion that they are sick or symptomatic, and advise them to leave the facility.

Businesses should add any additional measures that may be specific to their type of business.

## Additional protocol to limit face-to-face interaction in settings where face-to-face interaction is part of the service

1. Workers must always use a face covering when working with a client. See CDC Use of Cloth Face Coverings to Help Slow the Spread of COVID-19 ([www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html)).

2. Require customers/clients to wear face coverings whenever possible. The use of face-coverings with loops around the ears are beneficial for hair-services
3. Encourage customers/clients to bring their own face coverings, or offer face coverings for use.
4. Establish a protocol for clients who refuse to wear a face covering where wearing a face covering is possible. Businesses should consider not providing services under these circumstances when workers and other customers/clients cannot be protected.
5. If the service being performed requires the removal of the customer/client’s face covering, or the customer/client is unable to wear a face covering, additional measures must be implemented to further protect both the worker and the customer/client.
  - A face covering and face shield must be worn by the worker under these circumstances.
  - If service that involves face-to-face interaction cannot be performed with a face covering and face shield, then services should not be performed.
6. Additional work practices to reduce face-to-face interaction may include:
  - Standing to the side or behind the customer/client as much as possible
  - Incorporating barriers, screens or curtains
7. Evaluate services that involve a face-to-face interaction to determine if they can be done in an alternative way. Services should be declined if adequate protective measures cannot be implemented.

Businesses should add any additional measures that may be specific to their type of business.

## Additional protections and protocol for distancing and barriers

1. Provide hand sanitizer at the entrance, point of purchase, and prominent locations for customers/clients.
2. Check-out areas and other areas of congestion should be marked to provide for social distancing of at least 6-feet, including floor markers for distance, lane lines and marking of adjacent areas where customers/clients may be waiting for business access.
3. Space, configuration and flow of the establishment should be evaluated to allow for physical distancing of 6-feet by all workers and customers/clients.

Businesses should add any additional measures that may be specific to their type of business.

# COVID-19 Preparedness Plan template and instructions for bars, restaurants and other services

Under Gov. Tim Walz's executive orders, identified businesses that are in operation during the peacetime emergency are required to establish a COVID-19 Preparedness Plan.

A business's COVID-19 Preparedness Plan shall establish and explain the policies, practices and conditions the business will implement to meet the State of Minnesota Industry Guidance for the business, Centers for Disease Control and Prevention (CDC) guidelines, federal Occupational Safety and Health Administration (OSHA) standards and applicable executive orders related to worker, visitor and customer safety and health while in their workplaces. The plan should have the strong commitment of management and be developed and implemented with the participation of workers. Plans must be provided to workers prior to beginning work and posted at the workplace in a manner that is accessible for workers to review. The Minnesota Department of Labor and Industry (DLI), in consultation with the Minnesota Department of Health (MDH), has the authority to determine whether a plan is adequate.

Your COVID-19 Preparedness Plan must include and describe how your business will implement, at a minimum, the following, in compliance with the industry guidance, CDC guidelines and OSHA standards above:

1. policies and procedures that assist in the identification of sick workers and ensure sick workers stay home;
2. implementation of engineering and administrative protocols for social distancing;
3. worker hygiene and source controls;
4. workplace building and ventilation protocols;
5. workplace cleaning and disinfecting protections and protocols;
6. drop-off, pick-up and delivery protections and protocols; and
7. communications, training and supervision protocols.

For businesses that engage with customers and clients, the COVID-19 Preparedness Plan must include and describe how your business will implement, at a minimum, the following, in compliance with the industry guidance, CDC guidelines and OSHA standards above:

8. what customers and clients can do to minimize transmission;
9. additional protections and protocols for receiving and exchanging payment;
10. additional protections and protocols for managing occupancy;
11. additional protections and protocols to limit face-to-face interactions; and
12. additional protection and protocols for distancing and barriers.

This document includes a template that may be used by businesses to develop a COVID-19 Preparedness Plan that includes the components listed above. A business' plan should be **developed to fit the business and the risks of transmission that are present in the business' workplace(s)**. This template should be used with the State of Minnesota Industry Guidance developed by MDH and DLI for businesses required to create a COVID-19 Preparedness Plan. The State of Minnesota Industry Guidance is available at <http://mn.gov/deed/guidance>.

Businesses are not required to use this template. However, all plans developed by businesses must address the components included in the State of Minnesota Industry Guidance developed for the type of business.

## **1. Policies and procedures that assist in the identification of sick workers and ensure sick workers stay home**

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. **[Describe how you address the requirements included in the State of Minnesota Industry Guidance for your business, including how you will address health screening, how workers will communicate with the business if they are sick or experiencing symptoms while at home, how workers report they are sick or experiencing symptoms while at work and how workers will be isolated in the workplace until they can be sent home.]**

**[Company name]** has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when they are required to isolate or quarantine themselves or a member of their household. **[Describe your sick leave, Family Medical Leave Act (FMLA) leave and other policies addressing these situations.]** Accommodations for workers with underlying medical conditions or who have household members with underlying health conditions have been implemented. **[Describe policy.]**

**[Company name]** has also implemented a policy for informing workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time. **[Describe policy.]** In addition, a policy has been implemented to protect the privacy of workers' health status and health information. **[Describe policy.]**

## **2. Social distancing – maintaining six feet of physical distancing**

Social distancing of six feet will be implemented and maintained between workers in the workplace through the following engineering and administrative protocols: **[Describe how you address the requirements included in the State of Minnesota Industry Guidance applicable to your business, including how social distancing will be implemented, maintained and communicated to workers in your workplace].**

Social distancing of six feet will be implemented and maintained between workers and customers or clients in the workplace through the following engineering and administrative protocols: **[Describe protocols]. [If your business engages with customers or clients, your COVID-19 Preparedness Plan must also describe how your business will implement the additional requirements included in the State of Minnesota Industry Guidance applicable to your business, including how social distancing will be maintained and monitored and number of occupants will not exceed the limit on percentage of occupant capacity.]**

## **3. Worker hygiene and source controls**

Worker hygiene and source controls are being implemented at our workplaces at all times. **[Describe how you are addressing the requirements for worker hygiene and source control, including the use of source control face coverings, other protective equipment and hand hygiene included in the State of Minnesota Industry Guidance for your business.]**

## **8. What customers and clients can do to minimize transmission of COVID-19**

[Describe how you are addressing the requirements included in the State of Minnesota Industry Guidance for your business about what customers and clients can do to minimize transmission of COVID-19.]

## **9. Additional protections and protocols for receiving and exchanging payment**

[Describe how you are addressing the additional protections and protocols for receiving and exchanging payment included in the State of Minnesota Industry Guidance for your business.]

## **10. Additional protections and protocols for managing occupancy**

[Describe how you are addressing the additional protections and protocol for managing occupancy included in the State of Minnesota Industry Guidance for your business.]

## **11. Additional protections and protocols to limit face-to-face interactions**

[Describe how you are addressing the additional protections and protocol to limit face-to-face interactions included in the State of Minnesota Industry Guidance for your business.]

## **12. Additional protection and protocols for distancing and barriers**

[Describe how you are addressing the additional protections and protocol for distancing and barriers included in the State of Minnesota Industry Guidance for your business.]

Certified by:

[Signature]

[Title of management official]



# Red Lake Watershed District

1000 Pennington Ave. South  
Thief River Falls, MN 56701  
(218) 681- 5800

## **GOVERNMENT DATA PRACTICES**

### ***RIGHT TO ACCESS PUBLIC DATA***

The Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The Data Practices Act also provides that Red Lake Watershed District (RLWD) must keep all government data in a way that makes it easy for members of the public to access public data. The public has the right to look at (inspect), free of charge, all public data that RLWD keeps. The public also has the right to obtain paper or electronic copies of public data. The Data Practices Act allows RLWD to charge for copies.

Please be advised that members of the public can obtain certain data available at no charge by viewing or retrieving the data that the District has made available on their website: [www.redlakewatershed.org](http://www.redlakewatershed.org) This data includes, among other things, information relating to projects, water quality, permitting, board meeting minutes and mapping.

### ***HOW TO MAKE A DATA REQUEST***

To look at data or request copies of data that RLWD keeps, the public must make a written request. Written requests for data must be made to District Administrator by mail, fax or email using the data request form found at the end of this document. If the data request form is not used, the written request must include:

- A statement that the request for data is under the Data Practices Act, MN Statutes, Chapter 13;
- Whether the request is to look at the data, get copies of the data, or both; and
- A clear description of the data to be inspected and/or copied.

RLWD cannot require members of the public to identify themselves or explain the reason for the data request. However, depending on how the data request is to be processed (for example, emailed or mail), RLWD may need contact information. If no identifying information is provided, it will be the responsibility of the requesting party to contact RLWD to check on the status of the request. If RLWD does not understand the request no contact information is provided, RLWD will not be able to begin processing the request.

### ***HOW RED LAKE WATERSHED DISTRICT RESPONDS TO A DATA REQUEST***

Upon receiving a written request, RLWD will work to process it.

- If it is not enough specific information from the request, RLWD will ask for clarification.
- If RLWD does not have the data, the requestor will be notified in writing as soon as reasonably possible.
- If RLWD has the data but the data are not public, the requestor will be notified in writing as soon as reasonably possible of which Minnesota Statute requires such privacy.

- If RLWD has the data and the data are public, a response to requests will be provided appropriately and promptly, within a reasonable amount of time, by doing one of the following:
  - Arrange a date, time, and place to inspect data for free if the request is for inspection; or
  - Provide the requestor copies of the data as soon as reasonably possible. Copies may be picked up, mailed, or emailed. We will provide electronic copies (e-mail) upon request if we keep the data in electronic format. Pre-payment is required.
  - If the requestor does not understand some of the data (technical terminology, abbreviations, or acronyms), clarification will be provided upon request.

The Data Practices Act does not require RLWD to create or collect new data in response to a request if RLWD does not already have the data, or to provide data in a specific form or arrangement if RLWD does not keep the data in that form or arrangement. For example, if the data requested are on paper only, RLWD is not required to create electronic documents. If RLWD agrees to create data in response to requests, RLWD will work with the requestor on the details of the request, including cost and response time. In addition, the Data Practices Act does not require RLWD to answer questions that are not requests for data.

### ***REQUESTS FOR SUMMARY DATA***

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. RLWD will prepare summary data if requests are made in writing and pre-payment for the cost of creating the data is received. Upon receiving written requests the data request form at the end of this document may be used. RLWD will respond within ten business days with the data or details of when the data will be ready and how much will be charged.

### ***COPY FEES***

RLWD charges the requesting party for all costs associated with fulfilling the data request, including staff time, materials, and copy expenses. Charges are authorized under Minnesota Statutes, sections 13.03, subd 3c. and subd. 10. The charge for time is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data. In determining the actual cost of making copies, RLWD factors in employee time, the cost of the materials onto which the data are copied (paper, CD, DVD, etc.), and mailing costs (if any). If requests are for copies of data that RLWD cannot reproduce internally, such as photographs, the actual cost paid to an outside vendor will be charged.

### ***RESPONSIBLE AUTHORITY***

Myron Jesme  
1000 Pennington Avenue South  
Thief River Falls, MN 56701  
218.681.5800

### ***DATA PRACTICES COMPLIANCE OFFICIAL***

Tammy Audette  
1000 Pennington Avenue South  
Thief River Falls, MN 56701  
218.681.5800  
RLWD@redlakewatershed.org





# Red Lake Watershed District

1000 Pennington Ave. South  
 Thief River Falls, MN 56701  
 (218) 681 - 5800

## Data Request Form

A. TO BE COMPLETED BY REQUESTER			
Name:		Phone Number:	
Street Address:		Email Address:	
City, State, Zip:		Date of Request:	
Signature:		Date Needed By:	
*According to MS§13.05, subd. 12, persons are not required to identify themselves, or state a reason for, or justify a request for public data.			
Description of the information requested (be as specific as possible):			
Quantity: _____ Color Format: <input type="checkbox"/> Color <input type="checkbox"/> Black & White			
Media: <input type="checkbox"/> Paper <input type="checkbox"/> Electronic( <input type="checkbox"/> gif <input type="checkbox"/> eps <input type="checkbox"/> jpg <input type="checkbox"/> pdf) <input type="checkbox"/> Other: _____			
*MS§13.05, subd. 3, authorizes the District to charge fees to recover costs to provided copies of data, including cost associated with searching, compiling, copings, or otherwise transmitting data. Payment is required prior to receiving copies of data.			

B. TO BE COMPLETED BY RLWD PERSONNEL	
Handled by:	Date Received:
Information Classified As: <input type="checkbox"/> Public <input type="checkbox"/> Private	Action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved in Part (explanation below)
Remarks or basis for denial:	
Costs to Requestor:	
___ Pages x \$0.25 per black/white pages (Subd 3c.)	= _____
___ Pages x \$1.00 per black/white page	= _____
___ Pages x \$1.25 per color page	= _____
___ Employee time charged at billable rate	= _____
Other Charges: _____	= _____
	Total Cost: \$ _____

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Red Lake Watershed District - Administrators Report**

**May 28, 2020**

**Red River Watershed Management Board** – LeRoy and I attended the RRWMB via conference call at 10:00 am May 19, 2020.

I will be attending a Budget and Finance Committee meeting 10:00 am, June 2, 2020. Meeting will either be via internet or live in office depending on comforts of rest of the committee.

**MnDOT Pre-Con telephone conference** – I attended a MnDOT preconstruction telephone conference for all MnDOT projects that were recently bid and awarded to RJ Zavoral & Sons. The meeting looked at timelines as well as coordination with our project which should be straight forward given the fact Zavoral has that project as well.

**Computer Purchase** – We have ordered the computer for Dave and was supposed to be onsite yesterday but has not been delivered yet. Once it comes Corporate Technology will be setting it up and any other items that have to be addresses will be at the direction of Dave once he gets to see what programs he will require to assure he is up and running.

**West Polk Buffer Compliance MOA** – I will have a draft MOA for you guys to review at our next meeting held June 11<sup>th</sup>. This MOA is a requirement from BWSR to local SWCD's as to how non-compliance of the buffer law will be handled. This should be straight forward as all of the public drainage system that we have in West Polk County were administered through MN Statutes 103E.021.