

BUFFALO-RED RIVER WATERSHED DISTRICT

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MINUTES FOR MANAGERS' MEETING

October 26, 2020

The Board of Managers, Buffalo-Red River Watershed District (BRRWD), held their regular meeting on Monday, October 26, 2020, at 7:00 PM in the Barnesville office. Due to the Coronavirus protocols for public meetings, the Board held an electronic meeting in accordance with Minnesota Statutes Annotated (M.S.A.) Section 13D.021. BRRWD Managers present in the office were Peter V. Fjestad, Catherine L. Affield, John E. Hanson, Mark L. Hanson, Gerald L. Van Amburg, Paul G. Krabbenhoft, and Troy E. Larson. BRRWD staff attending in person were Erik S. Jones, Engineer, and Julie Jerger, Senior Administrative Assistant, Houston Engineering, Inc. (HEI). Attending via the conference line: Joel Paulson, Executive Director, Fargo-Moorhead Diversion Authority (FM DA); Rocky Schneider, Advanced Engineer and Environmental Services (AE2S); and landowner Barbara Sorenson. Attending in person: Lyle Hovland, Wilkin County Commissioner; Nathan Berseth, Richland County Commissioner; BRRWD Attorneys Brent Edison and Tami Norgard, Vogel Law Firm, and Joel Fremstad, Fremstad Law Firm; FM DA Attorney John Shockley, Ohnstad Twitchell PC; and landowner Don Nelson.

BRRWD President Fjestad called the meeting to order at 7:01 PM and informed the audience that the meeting was being recorded to aid in the preparation of meeting minutes.

Agenda. Additions to the meeting agenda: Gladen Construction, Inc. pay request; M.S.A. 103D.905, Subd. 3, Clay County petition resolutions; and repair recommendations for Clay County Ditch (C.D.) No. 68 and Wilkin C.D. No. 6A. **Motion** by Larson to accept the agenda, as amended. **Seconded** by Krabbenhoft. **Approved** by unanimous roll call vote.

Secretary's Report. The Board reviewed draft minutes for the 10/13/20 regular meeting. Affield noted one minor correction. **Motion** by Affield to approve the minutes, subject to correction. **Seconded** by J. Hanson. **Approved** by unanimous roll call vote.

Treasurer's Report. The Board reviewed the BRRWD's financial status. Cash on hand is \$2,850,159.33. Income since the 10/13/20 meeting was \$50,000. Total income this year is \$4,277,936.77.

Citizens to be Heard. Don Nelson appeared in person and presented comments in opposition to the potential settlement agreement the BRRWD is considering with the FM DA and the Wilkin/Richland Joint Powers Authority (JPA) regarding the Minnesota Department of Natural Resources (DNR) permit contested case and the DA's permit denial appeal.

FM DA Lawsuits. Attorneys Brent Edison, Vogel Law Firm (DNR Permit Contested Case), and Joel Fremstad, Fremstad Law Firm (DA permit denial appeal), presented an in-depth review of the Binding Settlement Term Sheet (BSTS) regarding a potential settlement agreement for the FM DA, the BRRWD, the Richland/Wilkin JPA, and the Cities of Wolverton and Comstock. The BSTS is an adjunct document to a more comprehensive future Mutual Settlement Agreement and is binding and fully enforceable. The question before the Board is whether to continue the DNR Permit Contested Case and the DA permit denial lawsuit, or to consider the proposed settlement and reconsider the permit denial. All the parties listed above, with the exception of the BRRWD, have already signed the proposed binding terms sheet, which would only go into effect if the BRRWD agrees to reconsider and grant the permit and sign the document after consideration at tonight's meeting.

The Attorneys pointed out and explained pertinent passages from the BSTS:

1. **Settlement Agreement.** The parties involved in the settlement agreement are listed: Richland/Wilkin JPA, the FM DA, the BRRWD, the City of Wolverton, and the City of Comstock. Once the BSTS is executed, a more comprehensive mutual settlement agreement will initially be drafted by the DA's Attorney and will then be circulated for review and comment.
2. **Plan B.** Only micro-alignment changes or non-material changes to the design and Final Operating Plan for the Comprehensive Project (Plan B) can be made to comply with the DNR permit or Army Corps of Engineers (COE) management requirements.
3. **Dismissals and Enforcement.** The parties agree to dismiss all litigation, including the federal cases, the DNR Contested Case, and the DA permit appeal.
4. **No Admission.** The parties enter into this agreement merely to facilitate a settlement, not as an endorsement, or any contention pro or con regarding Plan B with the understanding that the DA can proceed with the Comprehensive Project, as proposed.
5. **Mutual Releases.** The parties release each other from current and future claims and litigation, subject to applicable state and federal permits and the terms of the settlement and the approved BRRWD permit.

Attorney Fremstad explained that if the BRRWD decides not to sign the agreement and continues with the current litigation, win or lose, there could potentially be appeals and a new round of litigation. This agreement would protect the BRRWD from future litigation from the other parties regarding these issues. The settlement process involved making sure that the conditions that were placed on the DA's BRRWD permit application prior to denial and the list of reasons for permit denial were addressed in the BSTS and a Final Agreement.

6. **Remand of BRRWD Permit, Approval, and Reimbursement.** The other parties have agreed to the BSTS and the BRRWD is the last to sign . If the BRRWD decides not to issue the Plan B permit or imposes new conditions, the document will be void and have no force or effect.
7. **Overflow Reach Elevation.** This item documents that the Minnesota Southern Embankment Overflow Reach elevation for Wolverton Creek/City of Comstock is approximately 3" higher than the North Dakota Overflow Reach because of the natural grade of the Red River Valley and does not result in unequal treatment between the States and is consistent with the DNR permit.
8. **Compliance.** This item provides a clear contractual agreement that the project cannot be operated unless the DA is in compliance with all federal, DNR, BRRWD, and North Dakota permit conditions in the BSTS and a final Settlement Agreement.
9. **Remedies Clause.** This item provides for injunctive relief against any actual or threatened violations of the Settlement Agreement.
10. **Dispute Mechanism Provision.** If there are issues or an alleged Agreement breach, the parties agree to attempt to work out the problem before going to court.
11. **Change of Law Provision.** The parties agree to work together in good faith on potential Agreement amendments to ensure that the Terms of the Agreement remain in effect in the event of a Change of Law or if the parties attempt to change their laws to undo the Agreement.
12. **BRRWD Attorney's Fees.** The Agreement requires that the DA and JPA will "make the Watershed whole" by reimbursing BRRWD's out of pocket litigation costs and attorneys' fees (less amounts recovered in insurance proceeds) expended in the DNR Contested Case and the DA permit denial appeal.
13. **Georgetown.** As part of the Plan B project, the DA will provide initial and annual funds to the BRRWD to design, construct, operate, and maintain a project for permanent 100-year Federal Emergency Management Agency (FEMA) Accredited Flood Protection for the City of Georgetown to close the gaps in Georgetown's Levee and to protect Georgetown against

any adverse flood impacts from the Comprehensive Project. The Georgetown Project will include appropriate in-town lift stations needed for flood control and be administered and completed by the BRRWD. The BRRWD and DA agree to develop a Memorandum of Understanding (MOU) for the Georgetown project.

14. **Wolverton.** The DA will provide reasonable and adequate initial and annual funds to the BRRWD to design, construct, operate, and maintain a project for permanent 100-year FEMA flood protection for Wolverton as set forth in the BRRWD's proposed flood protection plan and to protect against any adverse flood impact of the DA project. The BRRWD and the DA agree to develop an MOU for the Wolverton project.
15. **Christine.** The DA agrees to provide the City of Christine with flood protection similar to the protection they will provide for Wolverton and Georgetown.

Attorney Fremstad noted that the Attorneys strove to include adequate flood mitigation funding for Georgetown, Wolverton, Christine, and Comstock in the Agreement to satisfy concerns raised when the initial permit application was denied.

16. **Comstock.** The DA agreed to provide initial and annual funds to Comstock to design, construct, operate, and maintain a flood control project in Comstock to protect against any adverse flood and other impacts from the Comprehensive Project. The DA will provide funds for a new lagoon and repair/replace Clay County State Aid Highway (CSAH) No. 2 within Comstock city limits. Comstock will administer and complete the projects, and the DA and Comstock will enter into a MOU regarding the agreed upon city projects.
17. **Cemeteries.** This item creates a funding and dispute resolution mechanism to create mitigation plans for the area cemeteries, which was listed as a concern in the BRRWD's permit denial list.
18. **Post-Operation Debris Removal and Restoration.** The DA agrees to implement and fund a plan to provide for debris cleanup and property restoration arising out of the operation of Plan B where the DA would handle cleanup, or the landowners could be reimbursed for their cleanup efforts.
19. **Crop Damage.** The DA will implement and fund an insurance rider product to address crop damages caused by the operation of the Project.
20. **Business Damage.** The DA will implement and fund a program to reimburse businesses that provide a significant percentage of its business to agricultural property within the staging area for loss or damage caused by the operation of the Project.

Attorney Fremstad noted that all the flood protection funds for the various cities, cemeteries, crop damage, and business damage will be provided by separate funds in addition to any other funding mechanism within the Agreement.

21. **Access.** The DA will reimburse townships and counties for expenses incurred to provide emergency road access to flooded areas in the staging area during project operation. The DA will take precautions to ensure that township and county roads are not unreasonably damaged, blocked, or detoured by the Project construction, operations, or maintenance.
22. **Third Party Enforceability of Sections 18, 19, and 20.** Allows for third parties to enforce the referenced Terms, provided the DA is given opportunity and time to correct alleged breaches.
23. **Flexible Compensation/Mitigation.** This item gives landowners the ability to remove property on the fringes of the staging area out of the impact zone with alternative mitigation options, including ringdikes, etc., funded by the DA. The DA also agrees to work with the DNR to secure an agreement for compensation/mitigation flexibility.
24. **Flowage Easements and Real Property Purchases.** This item discussed the purchase of flowage easements for property owners in the staging area. Cash values for farm purchases

must be based on the property's highest and best use. A draft easement form must be provided to the parties for their review and input.

25. **Active Farm Operations and Business Relocations.** The DA will create and fund an FM Diversion Rural Impact Mitigation Program to provide a forgivable loan program in addition to easement payments to assist in the relocation and replacement of displaced active farming operations and rural businesses.
26. **Applicability of Sections 19-25.** If a property located outside the staging area is damaged by the operation of the Project, the DA will pay that landowner their actual damages and the property owner may opt-in to the referenced Term Sheet Sections, addressing damages.
27. **Economic Impact Relief Fund.** A Relief Fund will be created and administered by the JPA to pay back Richland County, Wilkin County, and the BRRWD for incurred and future legal fees related to the proposed diversion, public infrastructure, and for economic assistance and infrastructure for political subdivisions within Richland and Wilkin Counties. Discussion regarding the Relief Fund focused on accountability measures, enforceability in terms of grant eligibility, to be sure that the fund is expended on the intended purposes. The DA is working with Holy Cross Township to develop a MOU similar to the other political subdivisions already mentioned in the BSTS, but currently Holy Cross Township will remain under this item. Audit procedures will be put in place for the Richland County Treasurer, who is the holder of the funds.
28. **Opposition or Support.** The parties agree to neither oppose or support the Project in the media or at state or political subdivision level with the understanding that the Parties have no control over positions taken by members of the public.
29. **Final Operating Plan.** Any changes to the Master Plan will be provided to the JPA and the BRRWD in writing. If the changes cause increases to the elevation of the Staging Area/Inundation Levels, the DA will be responsible for supplemental compensation and mitigation.
30. **Retention Projects.** The DA agrees to continue with their previous commitments to fund upstream retention projects.
31. **Individual Rights.** This item provides that nothing in the Agreement will cause any individual to lose their ability or right to be compensated for land taken by eminent domain or other relief.
32. **Affirmative Covenants of the Authority.** The DA is a permanent and perpetual North Dakota political subdivision and a non-federal sponsor of the Project. In the event the DA should ever dissolve, all obligations to third parties will continue in full force and effect, and the Project property and liabilities will be transferred to the City of Fargo and the City of Moorhead.
33. **Cooperation with COE.** The COE is not a party to the Term Sheet or to the Settlement Agreement. If a claim is made that some action or decision by the COE results in a Change of Law, Section 11 (Change of Law) shall be applicable.
34. **Cooperation with DNR.** The DNR is not a party to the Term Sheet or Settlement Agreement and Section 11 would apply if a claim of Change of Law is made.
35. **Covenant to Operate Comprehensive Project.** The DA affirms that it is the entity who will operate the Project. This is critical given the enforcement provisions created.
36. **Prohibition on Assignment.** All parties must provide written consent for any one party to transfer or assign any of its rights or obligations under the BSTS.
37. **Legal Review.** The parties acknowledge that they have reviewed the BSTS under consultation with their legal counsel.
38. **Dismissal.** Following the execution of the BSTS and issuance of the BRRWD permit, the parties will direct their litigation counsel to notify the federal and state courts and the Administrative Law Judge that the parties have reached an agreement and their decision should be delayed until settlement documents and dismissal paperwork are submitted.
39. **Authorization.** Signatories acknowledge that they have been authorized to execute the BSTS.

The Board reviewed Exhibit A of the BSTS, listing the previous 10 conditions placed on the DA's permit application with some additions:

- **Additional Flood Mitigation:** This condition was modified to include a requirement that the DA must immediately begin the process of engaging personally with all landowners in negotiations for flowage easement and property rights.
- **Property Rights:** This condition was modified to require more personal involvement with the landowners from the DA regarding property right acquisition. The language for upstream structure mitigation was changed slightly to make it consistent with the BSTS.

Attorney Fremstad explained that the litigation team's goal was to address the BRRWD's concerns regarding the Contested Case and the reasons for permit denial, and to enhance some of the prior permit conditions. Attorney Edison felt that the DA has responded to all of the BRRWD concerns in good faith and made significant concessions.

Attorney Fremstad presented proposed Findings of Fact, Conclusions of Law, and Order regarding the DA's permit application to the Managers. The settlement discussions and compromises leading to the BSTS are noted in the Findings. If the BRRWD chooses not to enter into the Agreement and not reconsider the DA permit, the Contested Case and the DA permit denial lawsuits will continue. Attorney Fremstad reviewed the proposed Findings and pointed out a few significant items for the Board's consideration and to agree or disagree with.

- The underlying permit request has not changed, and as such the Board is aware of prior arguments and evidence against granting the permit.
- The Settlement discussions and the proposed consensus compromise (BSTS) were noted in the Findings.
- All the other parties have signed the BSTS and it will go into effect only if the BRRWD agrees to reconsider their denial of the DA permit application.
- The BRRWD's original permit conditions will be adopted, including additional revisions that are favorable to the citizens of the BRRWD.
- Landowners within the staging area can request that an alternative to a buyout be considered and that the DA will fund and approve flexible compensation/mitigation efforts.
- All permit conditions must be complied with before the project can be operated.
- The BSTS allows for dispute resolution and enforcement mechanisms.
- The BSTS provides funding for additional flood protection for communities within the BRRWD.
- The BSTS provides funding for jurisdictions and cemeteries potentially impacted by the project.
- The BSTS addresses damages to crops and agricultural businesses, and debris cleanup needed in the event of project operation.
- The BSTS addresses the BRRWD's 2019 written responses regarding the permit denial and Contested Case issues and concerns.
- The BSTS allows for individual citizens to retain the rights to due process and to seek enforcement of BSTS provisions that apply to individuals.
- The BSTS satisfactorily addresses the BRRWD's reasons to deny the DA's permit and the issues and concerns raised in the DNR Contested Case.
- It is in the best interest of the BRRWD to settle the permit denial and contested cases according to the terms and conditions in the BSTS and for the Board to reconsider the permit denial and approve the DA's permit with the permit conditions.

Attorney Fremstad pointed out that if the Board didn't agree with the proposed Findings of Fact, the Managers should vote against a motion for reconsideration of the DA permit and continue with the respective lawsuits.

Attorney Edison explained the proposed Conclusions of Law section:

- The Board agrees that based upon the meetings, hearings, the record evidence, the BSTS, and permit conditions, there is no reasonable basis to deny the DA's permit application.
- The BRRWD waives the one-year permit limitation for the project set forth in the BRRWD Rules.
- Authorizes the BRRWD President and Vice President to sign the BSTS, the final BSTS, any documents required to comply with the BSTS, and a final comprehensive Settlement Agreement, and authorizes the BRRWD Administrator to issue the DA's permit and permit conditions. When all parties have signed the final BSTS, it will become an Exhibit to the Permit.

Following the presentation of the BSTS, Findings, and Conclusions of Law, **motion** by Larson that the BRRWD reconsider denial of Permit No. 19-003 for the Plan B project, adopt the BSTS to resolve the permit case and the contested case, and issue a permit with the agreed upon conditions for the Plan B project. In addition, that the President and Vice President be authorized to sign the BSTS and that the President be authorized to sign the proposed Findings of Fact, Conclusions of Law, and Order. **Seconded** by Van Amburg. **Approved** by unanimous roll call vote.

Van Amburg reported that the Minnesota-Clay County Joint Powers Agreement (MCCJPA) has not met since their 10/1/20 meeting.

Later in the meeting, BRRWD Attorney Tami Norgard, Vogel Law Firm, reported that she is working on preparing policy documents for the BRRWD. She has been reviewing other Watershed District policy documents to use as examples for the BRRWD to consider.

Other Business brought before the Board included:

Section 13, Audubon Township Drainage. Jones and Attorney Norgard prepared a letter to address Todd Boit's drainage violations in Section 13, Audubon Township, Becker County, which includes a list of corrective actions Boit will need to complete in order to correct the area drainage to comply with BRRWD Rules and to address his neighbors' concerns. The Board reviewed the letter, which includes a notice of a hearing the BRRWD has scheduled to discuss issues related to Boit's violations during the 11/9/20 Board meeting at 7:30 PM in our Barnesville office. Boit's neighbors will also be invited to attend the hearing. **Motion** by Van Amburg to approve sending the letter to Boit. **Seconded** by J. Hanson. **Approved** by unanimous roll call vote.

Permit No. 20-110, Karlo Etten. Applicant proposes to pattern tile the NW $\frac{1}{4}$, Section 3, Meadows Township, Wilkin County, outletting via a lift station to Wilkin C.D. No. 6A, to which it is assessed. Jones reviewed the proposal and found that water leaving the lift station follows a different drainage route than originally identified by the applicant. Etten has not yet submitted the downstream notification forms from the landowners along the identified outlet route. **Action Postponed.**

Permit No. 20-112, Justin Phillips. Applicant proposes to install a field approach and a culvert on the south side of the SE $\frac{1}{4}$, Section 27, Tanberg Township, Wilkin County, to gain access to the field from Wilkin County Road (C.R.) No. 26. Jones recommended permit approval for an 18" dia. culvert, subject to County approval to work within their road right-of-way (R/W).

Permit No. 20-113, Eric Skolness, Farmers National Company. Applicant proposes to clean two ditches to their original grade in the SE $\frac{1}{4}$, Section 22, Alliance Township, Clay County, and the installation of two inlet culverts with flapgates outletting to the Buffalo River. Jones noted that Skolness doesn't need a BRRWD permit to clean existing ditches. He has already obtained downstream landowner approval for the ditch cleanout. The inlet installations could be addressed with a future grade stabilization project, which could be

eligible for watershed-based funding when the BRRWD's One Watershed, One Plan (1W1P) has been approved. Jones recommended permit approval for the ditch cleanout.

Permit No. 20-119, Allen Korinek. Applicant proposes a ditch repair along the east side of the field in the NE¼, Section 14, Nordick Township, Wilkin County, along Wilkin C.D. No. 6A to improve drainage and slope the land to drain north instead of south. Korinek also requests a 24" dia. inlet pipe in C.D. No. 6A, as a ditch system expense. Jones recommended permit approval for the ditch repair, subject to County approval to work within their road R/W.

Motion by J. Hanson to approve Permit Nos. 20-112, 20-113, and 20-119, subject to the referenced disclaimers and conditions. **Seconded** by Larson. **Approved** by unanimous roll call vote.

Project No. 79, Wolverton Creek Restoration. Gladen Construction, Inc., submitted Pay Request No. 1 for Phase 2 construction for \$385,306.31. Jones noted that the contractor has approximately one-third of the Phase 2 work completed. **Motion** by Affield to approve the referenced pay request. **Seconded** by Krabbenhoft. **Approved** by unanimous roll call vote. The Board received a project status report from HEI for the work Gladen Construction, Inc. has completed on Phase 2.

Wilkin C.D. No. 6A Repair. The Board reviewed proposed repairs for C.D. No. 6A in two locations. The first site is associated with Permit No. 20-119 for Allen Korinek in Nordick Township, where a 24" dia. inlet pipe will be installed into C.D. No. 6A. Caleb Christianson requested repairs at the second site in the southwest corner of Section 9, Meadows Township, where a 24" x 60' corrugated metal pipe (CMP) side inlet/flapgate will outlet to C.D. No. 6A. The opinion of probable cost for both inlet installations is approximately \$10,000 for materials and labor. **Motion** by Larson to approve the referenced repairs as ditch system expenses. **Seconded** by Affield. **Approved** by unanimous roll call vote.

Ditch Buffer Funding. The West Otter Tail Soil and Water Conservation District (SWCD) provided their excess buffer funds to the Clay SWCD for buffer installations on Clay C.D. Nos. 2, 10, 12, and 59. The Board reviewed the cost-share agreements with the Clay SWCD to defray the BRRWD's buffer installation costs. **Motion** by Krabbenhoft to authorize signature of the Clay SWCD cost-share agreements for the referenced ditch systems. **Seconded** by M. Hanson. **Approved** by unanimous roll call vote.

Gruenberg Drainage Project Agreements. The Board considered requests from the landowners upstream of the proposed Gruenberg drainage project in Sections 15, 22, 27 and 34, Wolverton Township, Wilkin County, to extend the proposed natural waterway cleanout upstream approximately 3 miles. **Motion** by Larson to authorize HEI to extend the channel survey upstream as referenced and prepare updated plans. **Seconded** by Van Amburg. **Approved** by unanimous roll call vote. Another landowner meeting could be held to discuss the proposed work. Jones contacted Brice Bellmore regarding the proposed Nyquist Coulee cleanout. Bellmore will meet with his neighbors to determine if they would be willing to do the work themselves.

Whiskey Creek Enhancement. Allen Korinek contacted the office regarding a possible improvement of a Whiskey Creek crossing in Section 12, McCauleyville Township, Wilkin County. The parcel Korinek farms is split by Whiskey Creek and is accessed by a failing low water crossing that collects trees and other debris. He contacted the Natural Resources Conservation Service (NRCS) about improving the crossing. Options would include eliminating the crossing by facilitating a land swap or establish an easement access agreement with the neighboring landowner so Korinek doesn't need the low water crossing. The Board authorized Jones to contact the landowners to discuss the options.

The Board took a break at 8:35 PM. President Fjestad and Vice President Affield signed the Diversion Agreement paperwork. The meeting was reconvened at 8:40 PM.

1W1P. The BWSR Board will review the 1W1P on 10/28/20.

Upper Buffalo River Sediment Reduction Project. The Minnesota Pollution Control Agency (MPCA) has excess grant funds available for additional work on the Upper Buffalo River. The Lessard-Sams Outdoor Heritage Council (LSOHC) funds will be used to install additional Best Management Practices (bmps), including grade stabilizations, water and sediment control basins, and a restoration on the Buffalo River near Callaway where the river cut through a ridge, causing a severe headcut resulting in extensive sediment buildup in the Buffalo River near the Becker C.D. No. 21 outlet. The grant amount is \$115,833 that will be added to our current 319 grant funding. The cost-share split is 60/40 with the BRRWD providing 40%. Jones explained that cost-sharing from other sources will probably cover the BRRWD's share, so that we would not have to commit cash contributions to the projects, but Jones thought the Board should authorize the potential 40% the cost-share, if necessary. **Motion** by J. Hanson to approve the potential 40% cost-share, should it be needed. **Seconded** by Larson. **Approved** by unanimous roll call vote.

South Branch of the Buffalo River Restoration. The Board considered signing a Delineation Concurrence Request for a wetland determination, as part of the permitting process for this project. **Motion** by Affield to authorize Fjestad to sign the referenced document on behalf of the Board. **Seconded** by Van Amburg. **Approved** by unanimous roll call vote.

2020 General Levies County Resolutions. According to Minnesota Statutes Annotated 103D.905, Sub. 3, the BRRWD has the authority to levy an *ad valorem* district-wide tax, based on a percentage of the District's total estimated market value, initiated by petition from a political subdivision within the District to pay for projects and programs of "common benefit" to the Watershed District. This year, the Clay County Board of Commissioners has agreed to consider approving petitions for the BRRWD 2020 General Levies. Jones, M. Hanson, Krabbenhof, and Van Amburg will attend the 11/3/20 Commission meeting to present our request.

Clay C.D. No. 68 Repairs. The Board reviewed a proposed channel cleanout for C.D. No. 68 on the west side of Glyndon from Parke AVE to the railroad tracks. The probable repair cost is \$6,000-\$7,000 for materials and labor. The Board had an extended discussion about beaver and drainage complaints from landowners on the east tributary of the Buffalo River east of Glyndon. Most of the survey work has been completed in this area with the intention to address the concerns next year.

HR Committee Report. HEI has hired a person to fill the BRRWD Administrator position and a second person to fill a newly created Water Specialist position. The group discussed BRRWD costs for the new employees. The rates include the traditional 5% margin worked into HEI's 2020-2021 office staff rates, including the contract clause that HEI will rebate any staff time exceeding 1750 hours into the following year. The Administrator plans to start full time on 11/23/20, and the Water Specialist will start part-time in the HEI Fargo Office on 11/2/20 and full time in the BRRWD Barnesville office on 12/14/20. **Motion** by Van Amburg to approve a supplement to the current HEI contract to add the new office staff. **Seconded** by Affield. **Approved** by unanimous roll call vote.

Eide Bailly will present their cost comparison analysis of transitioning the current office staff to BRRWD employment at the 11/9/20 Board meeting.

Office Phone Transition. The Board discussed HEI's proposal to transition the office phone service from the City of Barnesville phone company to a voice over internet provider (VOIP) through Microsoft Teams. The change should reduce the BRRWD's office phone bills significantly. The Board agreed that staff could make decisions to improve office operations at their discretion.

The following bills were presented for approval:

Accounts Payable	Description	Account	Amount
Carmen Pattengale	October Office Cleaning (2)	Admin.	\$ 130.00
Chris Hoppe Lawn Care Service, LLC	August Mowing (3)	Admin.	\$ 375.00
Chris Hoppe Lawn Care Service, LLC	Fall Fertilize/Weed Control Application	Admin.	\$ 190.00

Gladen Construction Inc.	Pay Request No. 1	Pj. 79, Wolverton Crk.	\$ 385,306.31
JBX LLC	#1189, Ditch Cleaning	Pj. 27, Clay C.D. No. 55	\$ 6,400.00
JBX LLC	#1190, Install Culverts	Wilkin C.D. No. 06A	\$ 19,235.00
Joel Carlson, Inc.	November 2020 Lobbyist Fees	Admin.	\$ 850.00
Mark L. Hanson	Voucher #20-36, 09/01/20-10/31/20	COE	\$ 145.33
Mark L. Hanson	Voucher #20-36, 09/01/20-10/31/20	Admin.	\$ 290.68
Moorhead Public Service	09/02/20-10/02/20- Service FL #18	Pj. 49, Oakport	\$ 36.20
Paul G. Krabbenhoft	Voucher #20-32, 09/01/20-10/31/20	COE	\$ 290.68
Paul G. Krabbenhoft	Voucher #20-32, 09/01/20-10/31/20	Admin.	\$ 290.67
Peter V. Fjestad	Voucher #20-30, 09/01/20-10/31/20	COE	\$ 498.11
Peter V. Fjestad	Voucher #20-30, 09/01/20-10/31/20	1WIP	\$ 115.44
Peter V. Fjestad	Voucher #20-30, 09/01/20-10/31/20	Admin.	\$ 1,132.80
RMB Environmental Laboratories, Inc.	#519352 WQ Analysis	M.S.A.103D	\$ 790.00
TrueNorth Steel, Inc.	Install Culverts/Flap gate	Wilkin C.D. No. 3	\$ 1,556.00
Vogel Law Firm	#262766 October Billing	COE	\$ 43,175.28
Vogel Law Firm	#263409 October Billing	Admin.	\$ 4,938.00
Vogel Law Firm	#263410 October Billing	COE	\$ 73.50
			\$ 465,819.00

Motion by J. Hanson to approve payment of the bills. **Seconded** by Affield. **Approved** by unanimous roll call vote.

Upcoming Calendar Items. The Minnesota Association of Watershed Districts (MAWD) is holding a virtual Annual Meeting and Trade Show on December 1-4, 2020. The staff will forward information to the Managers as it becomes available.

Next Meeting. The next regular BRRWD meeting is scheduled for Monday, November 9, 2020, at 7:00 PM in our Barnesville office via online conferencing, depending on the COVID-19 meeting restrictions.

Adjournment. President Fjestad adjourned the meeting at 9:07 PM.

Respectfully submitted,

John E. Hanson, Secretary