



Lake of the Woods Watershed
Joint Powers Board
PO Box 217
Baudette, MN 56623
(218) 634-1842 ext. 4
www.lowwjpb.org

AGENDA
Regular Board Meeting
October 29, 2025 @ 9:00 a.m.

Location: Warroad Public Safety Building in Warroad.

- 1) Call Meeting to Order.
- 2) Motion to Approve Agenda **pp. 1-2**
- 3) Motion to Approve April 28, 2025 Minutes **pp. 3-5**
- 4) Review Treasurer Report **pp. 6-8**

Old Business

- 5) Present copy of FY26 1W1P Midpoint Grant BWSR Agreement **pp. 9-15**

New Business

- 6) LOW SWCD / Roseau motions for Services - FY26 1W1P Midpoint Grant **pp. 16**
- 7) Approval for two \$50 gift cards for the Open House and the survey **pp. 17**
- 8) Watershed Boundary Change **pp. 18**

General Information and Discussion

- 9) Review FY26 Watershed Based Implementation Grant Work Plan **pp. 19-22**
- 10) Quarterly submittal for per diems during the Plan Amendment **pp. 23**

Upcoming Meetings

- Regular Meeting - January 14, 2026 @ 8:30 a.m. (to coincide with the Amendment Planning meeting?)

Timelines

2025	
January	Halfway point for FY24. Review accomplishments and update State reporting
July	6-month “internal” deadline for FY24 cooperative agreement extension requests ⇒ review budgets, consider fund shifts in conjunction with FY26 workplan development.
Aug-Sept	Develop project list and budgets for FY26, and restructure FY24 workplan if needed
September	Enter FY26 workplan into eLink for BWSR review
October	Submit FY26 workplan to Joint Powers Board and FY24 revised workplan. Grant agreement authorized.
Nov-Dec	Finalize FY26 grant agreement in eLink, create agreements with partners.

2026	
January	Receive FY26 funds. JPB approves partner agreements for implementation and projects can begin
July	6 month deadline for any remaining FY24 funds (grant end date Dec 31, 2026)
October	
December	Deadline to spend FY24 Funds

LOW Amendment Meeting Schedule

Dates of meetings	Time	Location
October 29, 2025	10:00 a.m. – 1:30 p.m.	Kickoff, overall feedback
November 18, 2025	9:30 a.m. – noon	Discuss Issue Revisions
December 10, 2025	9:30 a.m. – noon	Finalize Issue Revisions
January 14, 2026	9:30 a.m. – noon	Revise Goals, Actions
February 17, 2026	9:30 a.m. – noon	Goals, Actions
March 17, 2026	9:30 a.m. – noon	Goals, Actions
April 27, 2026	10:00 a.m. – 1:30 p.m.	Final Revisions

Review periods in summer.

Approval by the end of 2026.

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MINUTES
Regular Meeting
Warroad Public Safety Building
July 28, 2025

The meeting of the Lake of the Woods Watershed Joint Powers Board was held at the Warroad Public Safety Building.

The meeting was called to order by JPB Chair, Jan Miller at 9:34 a.m.

JOINT POWERS BOARD MEMBERS PRESENT: Jan Miller, Bill Thompson, Nancy Dunnell, Glenda Phillipe, Ed Arnesen

OTHERS PRESENT: Mike Hirst, Janine Lovold, Chad Severts (BWSR), Jeff Hrubes (BWSR), via Teams - Corryn Trask

AGENDA

A motion was made by Dunnell with a second by Phillipe to approve the agenda.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell Opposed: None Motion carried.

SECRETARY'S REPORT: APRIL 28, 2025 MINUTES

A motion was made by Dunnell with a second by Phillipe to approve the April 28, 2025 Minutes.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell Opposed: None Motion carried.

TREASURER'S REPORT:

The financial reports were reviewed and discussed.

OLD BUSINESS

None.

NEW BUSINESS

APPROVE PETERSON AUDIT

A motion was made by Phillipe with a second by Arnesen to approve the Peterson Audit for 2024. Copies of the audit were handed out to board members.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell Opposed: None Motion carried.

APPROVE MID-POINT EVALUATION

The Evaluation was briefly reviewed and discussed. The Evaluation covers accomplishments, current status, and a self-assessment. A motion was made by Dunnell with a second by Arnesen to approve the Mid-Point Evaluation.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell Opposed: None Motion carried.

APPROVE MID-POINT GRANT APPLICATION / WORK PLAN / CONTRACT

A motion was made by Phillipe with a second by Arnesen to approve the submission of the Mid-Point Grant Application and Workplan and to allow the Fiscal Agent to sign the grant contract when it comes.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

APPROVE HEI CONTRACT

A motion was made by Dunnell with a second by Thompson to approve the HEI consultant contract for the Lake of the Woods Plan amendment.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

LOW SHORELINE STABILIZATION FY24-05 COOPERATOR AGREEMENT AMENDMENT REQUEST

The request is to move \$30,000 from Technical & Engineering to Construction. A motion was made by Phillipe with a second by Arnesen to approve the FY24-05 Cooperator Agreement Amendment request.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

WWD FY24-04 COOPERATOR AGREEMENT AMENDMENT REQUEST

The request is to move \$14,000 from Construction to Technical & Engineering. A motion was made by Thompson with a second by Phillipe to approve the WWD FY24-04 Cooperator Agreement Amendment.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

RSWCD FY24-10 COOPERATOR AGREEMENT REQUEST

The request is to approve a new Cooperator Agreement with Roseau SWCD for well sealing by moving \$1,000 from Ag Education to Groundwater. A motion was made by Arnesen with a second by Dunnell to approve the RSWCD FY24-10 Cooperator Agreement and funding move.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

RSWCD FY24-11 COOPERATOR AGREEMENT REQUEST

The request is to approve a new Cooperator Agreement with Roseau SWCD for forest management by moving \$1000 from Ag Education to Planning & Assessment. A motion was made by Dunnell with a second by Phillipe to approve the RSWCD FY24-11 Cooperator Agreement and funding move.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

GENERAL INFORMATION AND DISCUSSION

FISCAL YEAR 2026 WORK PLAN UPDATE

Based on the Implementation Committee's July discussion that went over potential projects and programs for the next grant cycle, the FY26 Workplan will likely entail Administration, Education for Keep It Clean and Ag Education, Forest Stewardship Management, Streambank and Shoreland Projects, Technical and Engineering, and Groundwater.

PUBLIC KICKOFF MEETING

Suggestions for the Public Kickoff meeting include Warroad RiverPlace and Warroad High School Theater & Commons. The Warroad RiverPlace has a reasonable rental rate. Could do appetizers vs full meal. Landowners that have benefited from projects could be asked to give a little talk. A short presentation could be made. The number of project posters may dictate location. A promo could be sent with the utility bill. It was suggested that

the event be held in the 2nd half of October. The event budget will come from either JPB Operations or SWCD Administration/Coordination agreements.

PARTNER UPDATES

LOW and Roseau SWCD, along with the Sustainable Farming Association, are hosting a Workshop on August 6 in Badger with a classroom session in the morning and a field visit to the Didrikson ranch farm in the afternoon. The theme is Ranching Without Owning Cows.

Upcoming Meetings

NEXT MEETINGS

Regular meeting: October 27, 2025 @ 9:30 am

ADJOURNMENT

The meeting adjourned at 11:12 a.m. on a motion by Phillipe with a second by Dunnell.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

Secretary

Date

Lake of the Woods Watershed Joint Powers Board

Balance Sheet

10/14/25

Accrual Basis

As of October 14, 2025

	Oct 14, 25
ASSETS	
Current Assets	
Checking/Savings	
Border Bank Checking Account	1,493.64
Border Bank Savings Account	132,595.09
Total Checking/Savings	134,088.73
Total Current Assets	134,088.73
TOTAL ASSETS	134,088.73
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Interest	232.76
Total Other Current Liabilities	232.76
Total Current Liabilities	232.76
Long Term Liabilities	
Deferred Revenue	
1W1P Mid Point FY26	30,297.00
WBIF FY24	102,022.56
Total Deferred Revenue	132,319.56
Total Long Term Liabilities	132,319.56
Total Liabilities	132,552.32
Equity	
Operating Funds - Unassigned	1,536.41
Total Equity	1,536.41
TOTAL LIABILITIES & EQUITY	134,088.73

Lake of the Woods Watershed Joint Powers Board

Transaction Detail by Bank Account

July 18 through October 14, 2025

10/14/25

Cash Basis

Type	Date	Num	Name	Memo	Paid Amount
Border Bank Checking Account					
Check	07/21/2025	1276	USPS Postmaster	Postage-Board member packets	-10.85
Bill Pmt -Check	07/24/2025	1277	Warroad Watershed...	Streambank Stabilization Project F...	-10,122.98
Check	07/28/2025	1278	Nancy Dunnell	Board Member Expense Report	-160.00
Check	07/28/2025	1279	Jan Miller	Board Member Expense Report	-153.00
Check	07/28/2025	1280	Edward Arnesen	Board Member Expense Report	-153.00
Check	07/28/2025	1282	Glenda Phillipe	Board Member Expense Report	-125.00
Check	07/28/2025	1281	William Ray Thomp...	Board Member Expense Report	-127.10
Check	08/26/2025	1283	USPS Postmaster	Stamps	-62.40
Bill Pmt -Check	09/02/2025	1284	Warroad Watershed...	Invoice 000202508-01 FY24-04 E...	-2,759.69
Bill Pmt -Check	09/18/2025	1285	Warroad RiverPlace	LOTW JPB Pulic Open House for ...	-453.60
Transfer	09/18/2025			Corryn transferred funds	30,000.00
Bill Pmt -Check	09/25/2025	1286	Doug's Supermarket	2025 JPB Open House	-269.98
Bill Pmt -Check	10/06/2025	1287	Roseau SWCD -v	Invoice 25-283 FY24-02	-5,515.41
Bill Pmt -Check	10/10/2025	1288	LOW Soil & Water C...	Invoice 84655 - 3rd Qtr 2025 FY24	-21,148.64
Bill Pmt -Check	10/14/2025	1289	Houston Engineerin...	Invoice 78719 1W1P Mid Point As...	-2,690.50
Total Border Bank Checking Account					-13,752.15
Border Bank Savings Account					
Deposit	09/16/2025			50% payment for 1W1P Mid Point	32,987.50
Transfer	09/18/2025			Corryn transferred funds	-30,000.00
Deposit	09/30/2025			Interest	67.08
Total Border Bank Savings Account					3,054.58
TOTAL					-10,697.57

As of 10/14/25

Partner and Coop Agreement	Allocation	Spend	Credit	Amount Remaining
Joint Powers Board	\$ 18,500.00	\$ (10,843.47)		\$ 7,656.53
JPB Operations	\$ 18,500.00	\$ (10,843.47)		\$ 7,656.53
Administration/Coordination	\$ 18,500.00	\$ (10,843.47)		\$ 7,656.53
Lake of the Woods SWCD	\$ 156,039.15	\$ (53,698.48)		\$ 102,340.67
FY24-01 LW SWCD Admin/Coordination	\$ 32,000.00	\$ (28,724.25)		\$ 3,275.75
Administration/Coordination	\$ 32,000.00	\$ (28,724.25)		\$ 3,275.75
FY24-03 LW SWCD Forest Mgmt Plans	\$ 16,000.00	\$ (5,867.00)		\$ 10,133.00
Forest Stewardship Management	\$ 16,000.00	\$ (5,867.00)		\$ 10,133.00
FY24-05 LW SWCD Shoreline	\$ 80,000.00			\$ 80,000.00
Streambank/Shoreland Prot	\$ 80,000.00			\$ 80,000.00
Technical/Engineering Assistance	\$ -			\$ -
FY24-06 LW SWCD Ag Education	\$ 16,866.15	\$ (10,877.20)		\$ 5,988.95
Education	\$ 16,866.15	\$ (10,877.20)		\$ 5,988.95
FY24-07 LW SWCD Keep it Clean	\$ 11,173.00	\$ (8,230.03)		\$ 2,942.97
Education	\$ 11,173.00	\$ (8,230.03)		\$ 2,942.97
Roseau SWCD	\$ 21,633.85	\$ (17,140.86)		\$ 4,492.99
FY24-02 Roseau SWCD Coordination	\$ 16,000.00	\$ (13,507.01)		\$ 2,492.99
Administration/Coordination	\$ 16,000.00	\$ (13,507.01)		\$ 2,492.99
FY24-06 LW SWCD Ag Education	\$ 1,133.85	\$ (1,133.85)		\$ -
Education	\$ 1,133.85	\$ (1,133.85)		\$ -
FY24-08 Roseau SWCD Keep it Clean	\$ 2,500.00	\$ (2,500.00)		\$ -
Education	\$ 2,500.00	\$ (2,500.00)		\$ -
FY24-10 Roseau SWCD Well Decommissioning	\$ 1,000.00			\$ 1,000.00
Groundwater	\$ 1,000.00			\$ 1,000.00
FY24-11 Roseau SWCD Forest Mgmt Plans	\$ 1,000.00			\$ 1,000.00
Forest Stewardship Management	\$ 1,000.00			\$ 1,000.00
Warroad Watershed District	\$ 190,000.00	\$ (126,881.13)		\$ 63,118.87
FY24-04 WWD Streambank Protection	\$ 190,000.00	\$ (126,881.13)		\$ 63,118.87
Streambank/Shoreland Prot	\$ 156,000.00	\$ (94,025.33)		\$ 61,974.67
Technical/Engineering Assistance	\$ 34,000.00	\$ (32,855.80)		\$ 1,144.20
Lake of the Woods PWD	\$ 235,000.00			\$ 235,000.00
FY24-09 LW County Ditch 1 Stabilization	\$ 235,000.00			\$ 235,000.00
Streambank/Shoreland Prot	\$ 200,000.00			\$ 200,000.00
Technical/Engineering Assistance	\$ 35,000.00			\$ 35,000.00
Amount Remaining	\$ 621,173.00	\$ (208,563.94)		\$ 412,609.06



**FY 2026 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
ONE WATERSHED ONE PLAN MID-POINT GRANT PROGRAM
GRANT AGREEMENT**

Vendor:	0001057107
PO#:	3000019067

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Lake of the Woods Watershed Joint Powers Board, PO Box 217, Baudette MN 56601 (Grantee).

Fiscal Agent: Lake of the Wood SWCD

Grant ID	Grant Title	Awarded Amt
P26-0070	2026 - 1W1P Mid-Point Assessment Grant (Lake of the Woods Watershed Joint Powers Board)	\$65,975.00

Total Grant Awarded: \$65,975.00

Recitals

1. The Laws of Minnesota 2021, First Special Session, Chapter 1, Article 2, Section 4(i) appropriated funds to the Board for the FY 2026 One Watershed One Plan Mid-Point Grants.
2. The Board adopted Board Order #23-52 to authorize and allocate funds for the FY 2026 One Watershed One Plan Mid-Point Grants.
3. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE District Manager
ADDRESS 119 1st Ave NW
CITY Baudette
TELEPHONE NUMBER (218) 634-1842

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2028 or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 9. Liability; 10. State Audits; 11. Government Data Practices; 14. Governing Law, Jurisdiction, and Venue; 16. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Agreement.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by July 15 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2029, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.4. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.3. **Match:** The Grantee will provide minimum match required by the Exhibit A.
- 2.4. **Website:** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, Board, and local laws, policies, procedures, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented. Grantee administrative costs must be necessary and reasonable. Grantee is required to account for staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

6. Contracting and Bidding Requirements.

- 6.1. **Municipalities**, as defined in Subd. 1 of Minnesota Statutes § 471.345, are required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law and the following sub-clauses:
 - 6.1.1. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

- 6.1.2. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
- 6.1.3. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 6.2. **Non-governmental organizations**, those that do not meet the definition of municipality in 6.1, are required to comply with the contracting and bidding requirements in the following sub-clauses:
 - 6.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
 - 6.2.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.
 - 6.2.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
 - 6.2.4. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - 6.2.4.1. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
 - 6.2.4.2. Metropolitan Council Underutilized Business Program
 - 6.2.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory
 - 6.2.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
 - 6.2.6. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
 - 6.2.7. Notwithstanding 6.2.1. – 6.2.4. above, the State may waive bidding process requirements when:
 - 6.2.7.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - 6.2.7.2. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
 - 6.2.8. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
 - 6.2.9. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
7. **Assignment, Amendments, Work Plan Revisions, Waiver, and Contract Complete.**
 - 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
 - 7.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
 - 7.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
 - 7.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.
8. **Subcontracting and Subcontract Payment.**
 - 8.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
 - 8.2. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.

- 8.3. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 8.4. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 8.5. The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.
- 8.6. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

9. Liability.

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

10. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor, the Attorney General, or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

10.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

11. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

12. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Publicity and Endorsement.

13.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

13.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

15.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.4. The Board may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The Board is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the Board may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The Board will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume. The Board will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The Board must provide the Grantee notice of the lack of funding within a reasonable time of the Board's receiving notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Lake of the Woods Watershed Joint Powers Board

Josh R. Stromlund

By:

Signed by:

Josh Stromlund

923F282AAFD44BB...

(signature)

District Manager

Title:

8/11/2025

Date:

Board of Water and Soil Resources

Adam Beilke

By:

Signed by:

Adam Beilke

54B60BB4C36B49E...

(signature)

Land and Water Programs Supervisor

Title:

8/12/2025

Date:

Grant Program Requirements:
FY 2026 One Watershed One Plan Mid-Point Grants

1. Match

No match is required.

2. Grant Work Plan

A work plan shall be developed in eLINK and must be approved before execution of the grant agreement. The work plan shall reflect each eligible activity that will be implemented, a description of the anticipated activity outcomes or accomplishments, and grant funding amounts to accomplish each of the activities.

3. Eligible Activities

Eligible activities must be directly for the purposes of providing services to the plan development, evaluation, or amendment effort and may include activities such as: contracts and/or staff reimbursement for plan development, evaluation, or amendment; technical services; preparation of policy committee, advisory committee, or public meeting agendas and notices; taking meeting minutes; facilitating and preparing/planning for facilitation of policy or advisory committee meetings, or public meetings; grant reporting and administration, including fiscal administration; facility rental for public or committee meetings; materials and supplies for facilitating meetings; reasonable food costs (e.g. coffee and cookies) for public meetings; publishing meeting notices; and other activities which directly support or supplement the goals and outcomes expected with development, evaluation, or amendment of a comprehensive watershed management plan.

4. Ineligible Activities

Ineligible expenses include staff time to participate in committee meetings specifically representing an individual's local government unit; staff time for an individual, regularly scheduled, county water plan task force meeting where One Watershed, One Plan will be discussed as part of the meeting; and stipends for attendance at meetings.

5. Allowable and Unallowable Costs

Allowable costs are costs solely incurred through project activities that are directly related to and necessary for producing the project outcomes described in the work plan. Grantee is required to account for the staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

Unallowable costs include but are not limited to:

- Bad debts, monetary settlements and judgements, late payment fees, and investment management fees
- Donations, fundraising, sponsorships, and acknowledgements
- Entertainment, gifts, prizes, and decorations
- Alcohol
- Interest on loans not authorized under state statute
- Loans of BWSR grant funds
- Lobbying, lobbyists, and political contributions
- Merit awards and bonuses

6. Sub-agreements

Funds may be distributed to partner(s) through the use of sub-agreements. Activities identified in the sub-agreement must fit within the scope of the agreement between BWSR and the recipient and include requirements for fund distribution, implementation, and reporting.

7. Grant Management and Reporting

Eligible activities include local grant administration, management, and reporting that are directly related to and necessary for implementing the project or activity associated with the grant. Grantee is required to report on the outcomes, activities, and accomplishments.

Agenda Item: LOW SWCD / Roseau motions for Services - FY26 1WP Midpoint Grant

Background:

In July of 2025 the Board approved submitting a FY26 1W1P Midpoint Grant Application to BWSR. The grant workplan that was approved included funding for the consultant and Lake of the Woods SWCD and Roseau SWCD to complete the work outlined in the renewal amendment.

Action Requested:

Approve a motion for LOW SWCD and Roseau SWCD to be reimbursed for work outlined in the *Lake of the Woods one Watershed, One Plan Partnership MID-POINT WORK PLAN* that was approved on July 28, 2025.

Agenda Item: Approval for two \$50 gift cards for the Open House and the survey. .

Background:

During the July 28, 2025 meeting, the JPB discussed incurring expenses for the kickoff meeting. To promote the kickoff event and the public input survey, the Watershed Coordinator purchased gift cards to utilize as an incentive for input.

The LOW SWCD Watershed Coordinator purchased two \$50 gift cards from the local grocery store. The Watershed Coordinator suggests reimbursement of these purchases with JPB interest funds as these funds are not allowable expenditures for current grant funding.

Action Requested:

Reimburse Lake of the Woods SWCD \$100.00 for the purchase of two \$50 gift cards to Hugo's Grocery Store.

Agenda Item: **Watershed Boundary Change**

Background:

As Watershed Comprehensive Management Plans have been completed, watershed planning partners have had a chance to change their boundary based on agreement of impacted local jurisdictional governments. The Roseau River Watershed Planning Partners established their boundary in 2022. The eastern boundary of the Roseau River Watershed area includes the jurisdictional boundary of the RRWD, which impacts the western Lake of the Woods area boundary. The data in MN Geospatial Commons as shown in the green below represents a “final” set of agreed-upon boundaries as BWSR retired the Interim Planning Boundaries for One Watershed, One Plan data layer in March 2025.



The pink area that isn't covered by the green would be “eliminated” from the LOWW area. There also is no land “gained” and there are no islands of land between planning areas that are without planning area designation. The RRWD and the WWD jurisdictional boundaries match up and correspond to the final boundary.

Action Requested: The request is for the JPB to approve alignment of the western boundary to match with the State's final agreed upon boundary.

Agenda Item: Review FY26 Watershed Based Implementation Grant Work Plan

Background:

The draft FY26 WBIF Work Plan is attached. All partners have been asked to provide specific requests for funding. These requests are listed as a line item.

The typical process for receiving WBIF funds is to:

1. Submit an application in eLink to BWSR.
2. Once the application is approved by the BC the requestor must then migrate it into the work plan format.
3. Finalize the grant agreement and work plan. Both must be complete prior to receiving funds.

Status of FY24 funds.

Over 50% of FY24 funds remain to be spent. This is largely due to construction delays. The expectation is that these FY24 funds will be spent out in 2026. A past practice was to “exchange” newer, ready-to-go tasks with older ones in the work plan to ensure that the funds expiring get spent out before using the newer grant funding. The committee is not recommending this as we feel most funds will be spent as planned. We will continue to monitor the progress.

Action Requested:

Review and discussion.

Activity Name	Activity Description	ELink Activity Category	Grant \$\$	Comments Section
Administration	Perform actions essential for the coordination of the Lake of the Woods Comprehensive Watershed Management Plan. A Joint Powers Board oversees the implementation funding. Lake of the Woods SWCD will provide fiscal coordination and Roseau and Lake of the Woods SWCDs will serve as co-coordinators.			
	Duties of the Co-coordinators will include: meeting monthly to discuss projects, host bi-monthly implementation committee meetings and quarterly board meetings. Co-coordinators will work together to acquire the necessary information for annual reporting, tracking project milestones and reporting to the Joint Powers Board. They will work with Partners in the watershed to help ensure compliance with BWSR Clean Water Funding rules.			
	The duties of the fiscal agent will include: manage the finances of the Joint Powers Board according to GASB financial standards, track all expenditures and provide a quarterly report to the Joint Powers Board. Process all funding reimbursement requests in a timely manner and review all receipts to help ensure compliance with Clean Water Funding policy and the Grants Administration Manual.			
	Operational costs for the Joint Powers Board are included in this activity. This is funding to cover the costs of a separate entity, and will include insurance, independent audits, website, office supplies and board member expenses.			
Education				
Education				

Activity Name	Activity Description	ELink Activity Category	Grant \$\$	Comments Section
Forest Stewardship Management	LW SWCD - Keep it Clean	\$15,000		2 Shoreline cleanups, resort outreach, installing signs at ice accesses. Seeking additional funds from statewide grant
	Roseau Keep it Clean	\$3,500		Sign on Hwy 11
	SFA - Ag workshops etc	\$20,000		Utilize Sustainable Farming Association. Host regional soil health forum. Expenses related to advertising and hosting workshops.
	LW SWCD Education - watershed outreach	\$30,000		Staff time for implementing forest management plan cost share, shoreline and hosting ag workshops (approx 225 hrs/year)
	Cost share program for private forest management plans. Targeted areas will include privately owned forests >40 acres in size currently not enrolled in the Sustainable Forests Incentive Act. The goal will be to provide forest management plans that include actions to protect water quality or sensitive habitat areas, along with providing further guidance on how to enroll in the SFIA easement program. The SWCDs have worked with the Area GIS specialist to develop a targeting strategy for projects based on RAQ scoring and priorities within the plan. A cost share program has been developed. It is estimated that an additional 250 acres of new protection will be added, and 300 acres of continued protection will be achieved through this activity.	Planning and Assessment	\$17,000.00	10% match from all partners
Nonstructural Ag Practices	LW SWCD Forest Management Plans	\$14,000		Cost share forest mgmt plans. 75% landowner match
	Roseau SWCD Forest Management Plans	\$3,000		Cost share forest mgmt plans. 75% landowner match
	Implement a non-structural ag cost share program to address the sediment reduction goal identified in the watershed plan. Practices include things such as cover crops and reduced tillage or no tillage strategies. Producers will be incentivised to experiment with sediment-reducing farming methods.		\$20,000.00	10% match from all partners
	LW SWCD	\$20,000		Cost share for cover crops (or other eligible BMPs).

Activity Name	Activity Description	ELink Activity Category	Grant \$\$	Comments Section
Streambank and Shoreland Projects	<p>Description: Complete streambank and shoreline stabilization practices in the Lake of the Woods Watershed to prevent erosion and sedimentation, protect infrastructure and repair areas damaged from high water events.</p> <p>*Lake of the Woods shoreline protection projects - continue implementation of shoreline protection project cost share program for shorelines on Lake of the Woods. The LOW SWCD will utilize the existing cost share program policy to implement the practices. Survey and design will be completed by an engineering firm with experience in streambank stabilization. Applicants are ranked for eligibility and priority. This is a priority practice in the Muskeg Bay planning region. The measurable goal is to protect two miles of shoreline on Lake of the Woods.</p> <p>*Warroad Watershed District streambank protection projects - continued implementation of streambank protection projects in the Warroad Watershed. Projects completed in this planning region will accomplish an average of 5 tons of sediment reductions and 10 pounds of phosphorus reductions per 100 feet of shoreline stabilized.</p> <p>*Other streambank and shoreline projects may be implemented as funding and priority allows. These will be reviewed by the Implementation Committee and Joint Powers Board and the BWSR Board Conservationist.</p>	Streambank Shoreland Protection	\$306,694.00	10% match from all partners
	LW SWCD Shoreline Stabilization - construction		\$50,000	75% max landowner match. Lake of the Woods shoreline see minutes from Sept WWD meeting. This is construction costs for Lindner/Hallan. Construction costs for Peterson are covered by FY24 funds. This would be a 90/10 cost share rate funding would be available if a high priority project was identified
	Warroad WD Shoreline Protection - construction		\$115,000	
	Placeholder		\$141,694	

22

Agenda Item: Quarterly submittal for per diems during the Plan Amendment

Background:

During the plan amendment there are going to be monthly meetings October through April. Typical JPB Meetings are only once a quarter. During the plan amendment meetings, the fiscal agent is planning on sending out per diem checks to JPB members every quarter.

Action Requested:

No action requested.