



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

AGENDA
Regular Board Meeting
July 28, 2025 @ 9:30 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. 3-4**
- 4) Review Treasurer Report **pp. 5-7**

Old Business

New Business

- 5) Approve Peterson Audit **pp. 8**
- 6) Approve Mid-Point Evaluation **pp. 9-15**
- 7) Approval for Mid-Point Assessment Grant Application / Contract **pp. 16-17**
- 8) Approval for plan amendment consultant contract **pp. 18-27**
- 9) LOW Shoreline Stabilization FY24-05 cooperator agreement amendment request **pp. 28**
- 10) WWD FY2024-04 Cooperator Agreement amendment request **pp. 29**
- 11) RSWCD FY24 Cooperator Agreement request (well sealing) **pp. 30-32**
- 12) RSWCD FY24 Cooperator Agreement request (forest management) **pp. 33-35**

General Information and Discussion

- 13) Fiscal Year 2026 Work Plan Update **pp. 36**
- 14) Public Kickoff Meeting (cover expenses with Administration Funds) **pp. 37**
- 15) Partner Updates - Nothing

Upcoming Meetings

- Public Kickoff Meeting - TBD
- Regular Meeting - October 27, 2025 @ 9:30 a.m

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	IC committee develops project list and budgets for FY26, and restructure FY24 workplan if needed
October	Submit FY26 draft workplan/projects list to Joint Powers Board and FY24 revised workplan (if needed). Grant agreement pre-authorized (agreement will not be available at this time).

Nov-Dec	Enter application/work plan into eLink. Finalize FY26 grant agreement in eLink, create agreements with partners.
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<u>2026</u>	
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

MINUTES

Regular Meeting
April 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, Glenda Phillipe, Ed Arnesen, Nancy Dunnell

OTHERS PRESENT: Mike Hirst, Janine Lovold

AGENDA

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

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

SECRETARY'S REPORT: JANUARY 27, 2025 MINUTES

A motion was made by Dunnell with a second by Thompson to approve the January 27, 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

BORDER BANK – ONLINE VIEWING ACCESS

A motion was made by Dunnell with a second by Arnesen to approve Online Viewing Access to the Joint Powers Board Banking Accounts at Border Bank for Jacquelin Becklund, SWCD Office Assistant, along with Corryn Trask and Mike Hirst.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

PETERSON COMPANY INDEPENDENT AUDIT UPDATE

A motion was made by Dunnell with a second by Phillipe to approve the Board Chair and the District Manager to sign the Management Representation Letter for financial statement accuracy and completeness.

Affirmative: Miller, Thompson, Phillipe, Arnesen, Dunnell

Opposed: None

Motion carried.

COMMITTEE REPORTS

None.

GENERAL INFORMATION AND DISCUSSION

PLAN AMENDMENT

The amendment and process were discussed and the draft timeline was reviewed.

Upcoming Meetings

NEXT MEETINGS

Regular meeting: July 28, 2025 @ 9:30 am
October 27, 2025 @ 9:30 am

ADJOURNMENT

The meeting adjourned at 9:54 a.m. on a motion by Thompson 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

As of July 17, 2025
Jul 17, 25

ASSETS

Current Assets

Checking/Savings

Border Bank Checking Account -15,754.21

Border Bank Savings Account 160,540.51

Total Checking/Savings 144,786.30

Total Current Assets 144,786.30

TOTAL ASSETS 144,786.30

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Accrued Interest 165.68

Total Other Current Liabilities 165.68

Total Current Liabilities 165.68

Long Term Liabilities

Deferred Revenue

WBIF FY24 143,084.21

Total Deferred Revenue 143,084.21

Total Long Term Liabilities 143,084.21

Total Liabilities 143,249.89

Equity

Operating Funds - Unassigned 1,536.41

Total Equity 1,536.41

TOTAL LIABILITIES & EQUITY 144,786.30

Lake of the Woods Watershed Joint Powers Board
Transaction Detail by Bank Account
April 11 through July 17, 2025

Border Bank Checking Account						
Type	Date	Num	Name	Memo		Paid Amount
Check	04/22/2025	1326	Postmaster	Mail Board Member Packets		-8.85
Bill Pmt -Check	04/24/2025	1266	Warroad Watershed District -v	Invoice 000202504-01 FY24-04 Engineering/Tech A		-2,849.40
Check	04/29/2025	1267	Nancy Dunnell	Board Member Expense Report		-328.40
Check	04/29/2025	1268	Glenda Phillipe	Board Member Expense Report		-303.20
Check	04/29/2025	1269	William Ray Thompson	Board Member Expense Report		-127.80
Check	04/29/2025	1270	Edward Arnesen	Board Member Expense Report		-154.40
Check	04/29/2025	1271	Jan Miller	Board Member Expense Report		-153.00
Bill Pmt -Check	06/30/2025	1272	Peterson Company LTD	Invoice 31608 - 2024 JPB Audit		-4,000.00
Bill Pmt -Check	07/08/2025	1273	Roseau SWCD -v	Invoice 25-274 FY24		-2,275.37
Bill Pmt -Check	07/08/2025	1274	Warroad Watershed District -v	Streambank Stabilization Project FY24-04: Construc		-31,602.15
Bill Pmt -Check	07/10/2025	1275	LOW Soil & Water Conservation Dis	Invoice 84601- 2nd Qtr 2025 FY24		-12,985.66
Total Border Bank Checking Account						-54,788.23
Border Bank Savings Account						
Deposit	06/30/2025			Interest		80.03
Total Border Bank Savings Account						80.03
TOTAL						-54,708.20

Current as of 7/17/25

Partner and Coop Agreement	Allocation	Spend	Credit	Amount Remaining
Joint Powers Board	\$ 18,500.00	\$ (9,328.54)		\$ 9,171.46
JPB Operations	\$ 18,500.00	\$ (9,328.54)		\$ 9,171.46
Lake of the Woods SWCD	\$ 159,173.00	\$ (32,549.84)		\$ 126,623.16
FY24-01 LW SWCD Admin/Coordination	\$ 32,000.00	\$ (18,798.93)		\$ 13,201.07
Administration/Coordination	\$ 32,000.00	\$ (18,798.93)		\$ 13,201.07
FY24-03 LW SWCD Forest Mgmt Plans	\$ 16,000.00	\$ (2,186.00)		\$ 13,814.00
Forest Stewardship Management	\$ 16,000.00	\$ (2,186.00)		\$ 13,814.00
FY24-05 LW SWCD Shoreline	\$ 80,000.00			\$ 80,000.00
Streambank/Shoreland Prot	\$ 50,000.00			\$ 50,000.00
Technical/Engineering Assistance	\$ 30,000.00			\$ 30,000.00
FY24-06 LW SWCD Ag Education	\$ 20,000.00	\$ (5,407.49)		\$ 14,592.51
FY24-07 LW SWCD Keep it Clean	\$ 11,173.00	\$ (6,157.42)		\$ 5,015.58
Roseau SWCD	\$ 18,500.00	\$ (11,625.45)		\$ 6,874.55
FY24-02 Roseau SWCD Coordination	\$ 16,000.00	\$ (9,125.45)		\$ 6,874.55
FY24-08 Roseau SWCD Keep it Clean	\$ 2,500.00	\$ (2,500.00)		\$ -
Warroad Watershed District	\$ 190,000.00	\$ (113,998.46)		\$ 76,001.54
FY24-04 WWD Streambank Protection	\$ 190,000.00	\$ (113,998.46)		\$ 76,001.54
Streambank/Shoreland Prot	\$ 170,000.00	\$ (94,025.33)		\$ 75,974.67
Technical/Engineering Assistance	\$ 20,000.00	\$ (19,973.13)		\$ 26.87
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	\$ (167,502.29)		\$ 453,670.71

FY24 Grant Funding = \$621,173 distributed on a 50/40/10 basis.

FY24 grant funding is 100% allocated to partner projects.

FY24 grant is 27% spent.

See balance sheet-deferred revenue for current available funding.

Agenda Item: Approve Peterson Audit

Background:

An audit for 2024 was conducted on the LOW Watershed Joint Powers Board by Peterson Company LTD. Copies of the audit were provided to the Joint Powers Board Members.

Action Requested:

Motion to approve the 2024 audit of the Lake of the Woods Watershed Joint Powers Board.

Agenda Item: Approve Mid-Point Evaluation

Background:

The Board of Water and Soil Resources (BWSR) provides guidance to Watershed Plan Partnerships on steps to take prior to completing a plan amendment. BWSR recommends planning partners complete a Performance Review and Assessment Program (PRAP) Report and a Mid-Point Evaluation Report prior to completing an amendment.

The Lake of the Woods watershed partnership completed the PRAP in the spring of 2025 and the Implementation Committee drafted the Mid-Point Evaluation Report in July of 2025.

Action Requested:

Review and approve the Lake of the Woods Watershed Mid-Point Evaluation Report.



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Lake of the Woods Watershed Mid-Point Evaluation

Lake of the Woods Watershed Implementation Committee.

Date: July 9, 2025

Introduction:

In 2017, the Lake of the Woods One Watershed One Plan planning partnership kicked off the watershed planning effort. This was the first round of plans after the BWSR pilot plans. This planning process included the five participating entities: Lake of the Woods SWCD, Roseau SWCD, Lake of the Woods County, Roseau County and the Warroad Watershed District. The partnership entities worked with the Red Lake Tribe, municipalities, state agencies, and federal agencies to start crafting the Lake of the Woods Comprehensive Watershed Management Plan (LOW CWMP).

The plan was approved by the Board of Water and Soil Resources (BWSR) in September of 2019. The LOW CWMP is a 10-year plan that lays out specific actions to manage water quantity, and protect and restore water quality, natural habitat, recreational uses and drinking water sources in the watershed. The plan encompasses portions of Lake of the Woods and Roseau Counties and includes the entirety of the Warroad Watershed District. The planning partners formed the Lake of the Woods Watershed Joint Powers Board and began implementing the first Watershed Based Implementation Funding Grant in 2020.

In 2025, the plan partners completed a Performance Review and Assistance Program (PRAP). The PRAP showed the strengths of the partnership, including:

- Measurable goal tracking on an annual basis.
- 70% in-progress rate for all actions outlined in the plan.
- Successfully completion of Work Plan Assessments, showing that the partnership is focusing work on priorities outlined in the plan.

Implementation Progress

See attached PRAP Watershed Assessment on Progress Toward Plan Measurable Goals Table on the following pages.

Assessment date: 2025

Watershed Management Plan Name: Lake of the Woods

Agency Preparing Table: LOW SWCD

Goal Statement: (MG-1) Maintain or improve groundwater quality for nitrates in drinking water supplies (public and private) and continue to evaluate the prioritization of priority issue 1.1.1 based on filling of data gaps (MG-3)

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Number of Education Events	10	10	100%
Number of Practices	120	25	21%

Goal Statement: (MG-2) Maintain or improve groundwater quality for bacteria in drinking water supplies (public and private) and continue to evaluate the prioritization of priority issues 1.1.2 based on filling of data gaps (MG-3)

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Number of Education Events	10	10	100%
Number of Practices	120	25	21%

Goal Statement: (MG-3) Ensure the protection of groundwater quality and maintenance of groundwater quality by gathering adequate data on groundwater quality and quantity to make informed decisions and prioritization

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Number of Clinics/Annual Events	10	10	100%
Number of Large-scale Efforts	3	2	67%

Goal Statement: (MG-4) Achieve the following stream sediment load reduction goal apportioned by planning region, using PTMapp and the Bostic/Zippel watershed assessment to estimate the number and locations of BMPs necessary to meet the goal (50% of the long term goal)

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Warroad tons/year	864	179.38	21%
Zippel tons/year	716	111	16%
Bostic tons/year	282	331	118%
Muskeg tons/year	11	241.92	2282%
NW Angle tons/year	-	0	n/a

Goal Statement: (MG-5) Achieve the following total phosphorus load reductions goal apportioned by planning region, using PTMapp to estimate the number of locations of BMPs necessary to meet this goal (50% of the long term goal)

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Muskeg lbs/year	4,086	437.48	11%
Zippel lbs/year	2,222	238.9	11%
Warroad lbs/year	1,119	489.09	44%
Bostic lbs/year	551	331	60%
NW Angle lbs/year	-	39	n/a

Goal Statement: (MG-6) Interact once annually with the Lake of the Woods Control Board and International Rainy Lake of the Woods Watershed Board to maintain lines of communication as necessary and provide stakeholder input to keep the group informed of current and ongoing impacts due to Lake of the Woods lake level fluctuations.

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Number of stakeholder interactions	10	25	250%

Goal Statement: (MG-7) Achieve progress towards a water retention goal of 1/8" of water across the watershed, or 3,668 total acre-feet of additional water retention (not including NWA)

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Acre-feet of volume retained	3,668	1.8	0%

Goal Statement: (MG-8) Develop riparian and in-stream habitat protection and restoration priorities bi-annually based on input from MnDNR and local planning partners. Achieve 3 miles of targeted in-channel projects, apportioned by planning region

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Count of Biannual Plans	5	1	20%
Warroad River - Miles	1	2	200%
Bostic Creek - Miles	0.9	2.75	306%
Zippel Creek - Miles	0.6	1	167%
Muskeg Bay -Miles	0.5	0.1	20%
Northwest Angle - Miles	-	0	n/a

Goal Statement: (MG-9) Draft AIS infestation susceptibility indices for existing and emerging AIS of concern for watershed streams and lakes. Address high priority strategies defined in the Lake of the Woods AIS management plan by completing 3,500 inspections per year by staffing access with watercraft inspectors for 2,000 hours

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Susceptibility indices completed	Complete AIS indices	1	100%
Number of inspections	35,000	43,901	125%
Number of inspections hours	20,000	12,326	62%

Goal Statement: (MG-10) Reduce the total amount of unprotected Lake of the Woods Shoreline by 2 miles

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Feet of shoreline protected	10,560	630	6%

Goal Statement: (MG-11) Protect, restore, and maintain shoreline habitat (lake and stream) for 10% of the total undeveloped shoreline (40 miles)

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Miles of shoreline	40	0	0%

Goal Statement: (MG-12) Maintain and improve exiting (seven) and increase number of legal and controlled public access along streams, rivers, and lakes by two access points

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Maintained access	7	5	71%
Increased access	2	0.5	25%

Goal Statement: (MG-13) Develop prioritized areas for habitat protection and restoration. Increase the amount of habitat protection by 640 acres through covenants like SFIA or CRP and other working land programs that are either temporary or permanent, or protection of unique habitat through public/private land swaps or acquisitions

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Develop a prioritization method	1	0.5	50%
Acres protected/restored	640	1597	250%

Goal Statement: (MG-14) Develop and Implement a system for collecting tile drainage information

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Complete tile drainage info system	1	0.25	25%

Goal Statement: (MG-15) Coordinate with the ditch authorities to implement multipurpose drainage management on three drainage systems to improve water quality and flood reduction in tandem with the maintenance and repair of drainage systems

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Multipurpose drainage practices installed	3 drainage systems	2	67%

Goal Statement: (MG-16) Update, complete, and maintain ditch inventory and drainage record modernization of the entire watershed

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Count of inventories/databases	2	0.25	13%

Goal Statement: (MG-17) Address and bring into compliance 100% of failing systems (SSTS) identified to the compliance authority

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
LW County - septic upgraded	100	54	54%
Roseau County - septic upgraded	60	30	50%

Goal Statement: (MG-18) Annually set curriculum, establish education themes and topics, and identify audiences to educate about water management and watershed issues. Host two events/training

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Count of annual curriculum	10	6	60%
Number of events held	2	11	550%

Goal Statement: (MG-19) Complete 1,500 contacts and site visits combined over the duration of the plan as a means of increasing use of cost share programs and delivering conservation, with 20% (300) landowners enrolling in a cost-share program

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Number of contacts/site visits	1,500	461	31%
Number of contracts with landowners annually (count is in the year completed)	300	68	23%

Goal Statement: (MG-20) Set training needs annually to better use emerging technologies and tools to increase local capacity

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Number of Training Need Plans	10	0	0%

Goal Statement: (MG-21) Have one annual joint discussion with all jurisdictions that enforce ordinances and permit programs to provide more consistency across the watershed to benefit water quality

Measurable Outcomes (Short term/plan goals)			
Metric	Goal	Total Progress (all actions)	Percent Progress Toward Goal
Number of joint discussions	10	0	0%

Recommendations:

The partnership evaluated completing either a minor amendment or a plan renewal amendment. Based upon several factors and needs of the partnership, it was decided to complete a plan renewal amendment. Below is a list of factors that led to this decision.

- **Need for plan simplification.**
 - The current plan is complex to track and evaluate because it includes 21 Measurable Goals, 35 Prioritized Issues, and 152 Actions.
 - BWSR has allowed newer versions of watershed plans to be simplified and less specificity.
- **Updates to the Plan**
 - Update new emerging issues that were not addressed in the initial plan.
 - Add new data including the Cycle II of the MN Pollution Control Agency's WRAPS Process completed in 2025.
- **Prioritization**
 - Clarify the prioritization of the plan. Current priorities are conflicting or have multiple ways to priorities which makes it hard to rank requests for funding. to clarify priorities.
- **Efficiency**
 - The current plan is 6 years old, with 4 years remaining. A renewal amendment will reset the clock to 10 years vs. completing an amendment with 2-3 years remaining before a new plan would be required.
 - The partnership's goals are to implement the new plan by year 8 of the original ten year plan and utilize the new plan for the 5th round of WBIF funding.
 - The partnership plans to utilize a BWSR midpoint grant to complete the plan renewal amendment.
- **Administration**
 - The partnership does not foresee any changes to the governance structure, or planning boundary.

Agenda Item: Approval for Mid-Point Assessment Grant Application / Contract for Plan Renewal Amendment.

Background:

Over the last year of Watershed Joint Powers Board Meetings, the JPB has discussed with the plan coordinators the need to amend the watershed plan. At the April 28, 2025 meeting the JPB discussed completing a plan renewal amendment and applying for a BWSR Mid-Point Assessment Grant and hiring a consultant to accomplish this work.

The Implementation Committee requested a scope of work and budget from Houston Engineering to assist with completing the plan renewal amendment. The Implementation committee drafted the work plan and budget on the following page to submit to the Board of Water and Soil Resources. The budget includes funding for a consultant and SWCD staff time to complete the amendment and administer the grant.

Action Requested:

- Approve completing a plan renewal amendment for the Lake of the Woods Watershed
- Submit Lake of the Woods One Watershed, One Plan Partnership Mid-Point Grant Work Plan Application to BWSR
- Approve the JPB entering into a contract with BWSR for the Mid-Point Grant.

Lake of the Woods One Watershed, One Plan Partnership

MID-POINT GRANT WORK PLAN

This document serves as the Mid-Point grant work plan and will be put into eLINK.

		LEAD	ESTIMATED COST		
Mid-Point Review and Amendment Costs			Consultants	LOW SWCD	Total
Plan Evaluation (see pages 6-9 of Guidance*)					
<i>The grant deliverable for this item is a report detailing the methods and findings of the evaluation.</i>					
<i>The Lake of the Woods Watershed Planning Partnership has completed both a PRAP and a Mid-Point Evaluation in 2025. The partnership will utilize this grant to hire a consultant to assist in completing a plan renewal amendment. The purpose for the plan renewal amendment is to simplify the existing plan and incorporate new information including the Cycle II WRAPS completed in 2025. The partnership plans to utilize a public kickoff meeting to showcase the accomplishments towards measurable goals from the previous 6 years of implementation and to receive input on the plan update. We are planning to complete 6 steering team meetings, 5 advisory committee meetings, and four policy committee meetings for this effort.</i>					
Examine New Data			\$ 1,400.00		\$ 1,400
Determine Measurable Progress Toward Goals			\$ 1,400.00		\$ 1,400
Other Plan Items/Administrative					\$ -
Amend Plan					
<i>The grant deliverable for this item is a plan amendment.</i>					
<i>The partnership is seeking a plan renewal amendment. The aspects the partnership is looking to complete with plan amendment to include: simplification, incorporation of emerging issues and new data, clarification on prioritization, and efficiency. To accomplish this amendment the new plan must comply with the most current version of the One Watershed, One Plan – Plan Content Requirements (Version 3.0). Since the Plan was developed as the first generation after the pilot 1W1P program, there are several components of the Plan that currently do not comply with these newer requirements.</i>					
Write Plan Amendment			\$ 37,477.00	\$ 7,500.00	\$ 44,977
Plan Amendment Review			\$ 3,600.00	\$ 4,200.00	\$ 7,800
Other Costs					
Expenses: printing, travel			\$ 523.00	\$ 500.00	\$ 1,023
Mid-Point Review and Amendment			\$ 44,400	\$ 12,200	\$ 56,600
Administration Costs	LGU Lead	Hourly Rate	Hours		Total
Fiscal Coordination	LOW	75	15		\$ 1,125
Grant Reporting (Elink)	LOW	75	10		\$ 750
Policy /Advisory Committee Coordination	LOW / Rose	75	100		\$ 7,500
Meeting Expenses (facility, materials, food)					
Publication Expenses (notices, invitations)					
SUBTOTAL: Administration					\$ 9,375
TOTAL					\$ 65,975

Agenda Item: Approval for plan amendment consultant contract

Background:

The consultant contract to complete the plan renewal amendment is on the following pages.

Action Requested:

Approve Houston Engineering contract to complete the plan renewal amendment.

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Lake of the Woods 1W1P Update
HOUSTON JOB NO.: 14306-0001 HOUSTON PROJ. MGR.: Moriya Rufer
CLIENT/OWNER NAME: Lake of the Woods Joint Powers Board
CLIENT/OWNER ADDRESS: PO Box 217, Baudette, MN 56623
CLIENT/OWNER PHONE NO.: 218-634-1842 CLIENT/OWNER CONTACT: Mike Hirst

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 28 day of July, 2025, ("Effective Date") by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Lake of the Woods Joint Powers Board ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as LOW 1W1P Update ("Project").
- B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. **Services.** Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.

2. **Term of Agreement.** This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on June 30, 2027, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. **Attachments.** The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ☒ ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
☒ ATTACHMENT C - FEE SCHEDULE
☐ ATTACHMENT D - _____
☐ FEE SCHEDULE - DATED _____
☐ ALTA/NSPS LAND TITLE SURVEY RIDER

4. **Compensation.**

\$ _____ Lump Sum Fee - Based on the Services defined herein
\$ 44,400 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ _____ Percentage of Estimated Construction Cost
\$ _____ Other - _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Moriya Rufer
AUTHORIZED REPRESENTATIVE

TITLE: _____

TITLE: Scientist

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE U.S. MAIL OR ELECTRONIC MAIL ADDRESS ABOVE

ATTACHMENT A. SERVICES

These services assume the Partnership seeks to complete a Plan Renewal Amendment according to current BWSR One Watershed, One Plan Operating Procedures (Version 3.0).

Task 1: Pre-Planning

Prior to development of the plan, notification must be sent to the plan review authorities of plan initiation. The notification must include an invitation to submit priority issues and plan expectations and must allow 60 days for response to the notification. During this part of the task, HEI recommends review of 60-day responses for purposes of creating an inventory of Plan issues.

Task 2: Amend Plan

For the Plan to be approved, it needs to comply with the most current version of the One Watershed, One Plan – Plan Content Requirements (Version 3.0). Since the Plan was developed as the first generation after the pilot 1W1P program, there are several components of the Plan that currently do not comply with these newer requirements. The services below will be completed to bring the Plan up to date with Plan Content Requirements, *and* to achieve Partnership recommendations established during the five-year assessment. For clarity, services are organized by BWSR Plan Content Requirements.



Land and Water Resources Narrative: The current Plan was developed with the pilot Plan Content Requirements, which included a Land and Water Resources Inventory. This Inventory is currently 61 pages and is Appendix B of the Plan. As part of this task, LOW SWCD Staff will consolidate the Inventory into a 10-12 page Land and Water Resources Narrative which tells a story of the watershed and the resources within it.



Identify and Prioritize Resources and Issues: The current plan has 35 priority issues (Table ES-1). As part of this task, HEI will work with partners to consolidate the 35 current issues into approximately 12 or less unique issues, using inventoried issues from the 60-day notification responses, the existing plan, and existing data (e.g. WRAPS) as the foundation.



Measurable Goals: The current plan has 21 goals (Table ES-2). During this task, HEI will work with partners to draft 10 or less new measurable goals. Revised goals should be focused on Partnership targets, and being simple, and reportable.

HEI will use existing PTMApp data to create measurable goal targets in the Plan. This creates an “apples to apples” process for estimating benefits of implementation efforts and tracking progress towards goals.



Targeted Implementation Schedule: As part of this task, HEI will work with partners to simplify the current targeted implementation schedule (Section 4) based on outcomes from the five-year assessment and PRAP. The current implementation profiles would either be removed or moved to the Appendices.



Implementation Programs: HEI will only complete very minor changes to this section to better reflect implementation programs the Partnership is using and reduce complexity.



Plan Administration and Coordination: HEI will only complete very minor changes to this section to reflect implementation roles and responsibilities and plan budget.

HEI will revise each plan section summarized above, using the existing plan as a resource. The reauthored sections will summarize outcomes from Partnership meetings (see “Meetings” below) and new data and information. HEI will provide each draft section of the plan to the Steering Committee for comments. An internal review process of the full plan will not be completed, just a formal review. Mitch Brinks will provide and revise all maps in the plan.

Task 3: Public Review

During this task, LOW SWCD Staff will lead the formal review and manage comments and revisions in a spreadsheet. The revisions will be sent to HEI to incorporate into the plan. LOW SWCD Staff will lead the Public Hearing without assistance from HEI.

Task 4: Meetings

HEI has budgeted for Moriya Rufer to attend two in-person meetings (estimated at three hours each) and seven virtual meetings (estimated at two hours each). The partnership can hold additional in-person meetings without HEI if needed. In-person meeting travel costs are estimated to Warroad, MN.

TIMELINE AND MEETING CADENCE

The anticipated timeline for the services listed above is approximately one year from the start of the 60-day notification period. Timelines can be moved up or back based on Partnership needs.

Month	Committee	Local In-Person	HEI In-Person	HEI Virtual	Topics
September	Local Staff	●			Public Kickoff
September	Steering			●	Kickoff internal; scoping
October	Steering, AC, PC	●	●		Kickoff, overall feedback
November	Steering, AC			●	Discuss Issue Revisions
December	Steering			●	Finalize Issue Revisions
January	Steering, AC			●	Revise Goals, Actions
February	Steering			●	Goals, Actions
March	Steering			●	Goals, Actions
April	Steering, AC, PC	●	●		Final Revisions
May	Steering			●	Finalize plan and prep for review
June	--				60 Day Review
July	--				60 Day Review
August	Steering			●	Review revisions and finalize plan
August	Steering, AC, PC	●			Public Hearing
September	BWSR Northern Committee and Board	●			Approval
Oct-Dec	JPB	●			Local Plan Adoption

ESTIMATED COSTS

	COST	NOTES
Task Description		
Pre-Planning	\$1,400	
Aggregate Watershed Information	\$600	
Aggregate and review new data (e.g. WRAPS)		
Notify Plan Review Authorities	\$800	
Review 60 day responses, simplify issue statements to incorporate 60-day and new data		
Draft Plan	\$29,200	
Write the Land and Water Resources Narrative	\$1,400	Assumes LOW Staff will write the plan section. There is also an option of HEI writing it and that would add \$4,200 to the cost through a Contract Amendment.
Draft new Plan Section: <i>Land and Water Resources Narrative</i> (Plan Content Requirements, Version 3.0)		
Identify and Prioritize Resources and Issues	\$3,600	
Planning region, subwatershed, and resource prioritization		
Revise / simplify Plan Section: <i>Priority Issues</i>		
Establish Measurable Goals	\$6,500	
Revise / simplify goals (assumes use of existing PTMApp).		
Draft Plan Section: <i>Measurable Goals</i>		
Develop a Targeted Implementation Schedule	\$13,100	
Update local baseline budgets and develop new funding scenario to inform plan		
Simplify targeted implementation schedule		
Develop PTMApp implementation scenario (using existing data)		
Draft Plan Section: <i>Targeted Implementation Schedule</i>		
Develop Implementation Programs	\$1,100	
Minor revisions to existing plan section		
Determine Plan Administration / Coordination	\$1,100	
Minor revisions to existing plan section		
Write Plan Final Review Draft	\$2,400	
Revise Executive Summary and Plan Introduction		
Formal Plan Review and Public Hearing	\$3,600	
Conduct Formal review	\$0	Assumes LOW Staff will track comments and recommend plan revisions. HEI would complete the revisions. There is also an option of HEI leading the comment review and that would add \$4,200 to the cost through a Contract Amendment.
Summary of comments from Review Authorities		
Write Final Plan and Submit to BWSR	\$3,600	
Incorporate revisions from formal review.		
Meetings	\$10,200	
Two (2) in person meetings in Warroad	\$5,600	
Seven (7) conference calls	\$4,600	
Total =	\$44,400	

Compensation

HEI will perform the services identified above on a time and materials basis up to an amount of **\$44,400**. HEI shall not exceed this amount for the completion of tasks described within the portion of this Scope of Services titled Professional Services Agreement without prior written approval from the LOW SWCD. HEI will use the current year's rate schedule, e.g. 2025 rates for work performed in 2025, and 2026 rates for work performed in 2026 (for 2025 rates, see **Attachment C**). HEI reserves the right to move dollars across tasks, while remaining within / below the total amount identified by this Agreement.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an "Event of Force Majeure"). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

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LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2025 Rates	Category	2025 Rates	Category	2025 Rates
Engineering Assistant 1	\$104	Technician Assistant	\$107	Project Assistant 1	\$87
Engineering Assistant 2	123	Technician 1	123	Project Assistant 2	101
Engineer 1	149	Technician 2	131	Project Assistant 3	107
Engineer 2	156	Technician 3	140	Project Assistant 4	112
Engineer 3	164	Technician 4	149	Project Assistant 5	120
Engineer 4	172	Technician 5	156	Project Assistant 6	125
Engineer 5	183	Technician 6	164	Planner 1	\$172
Engineer 6	194	Technician 7	173	Planner 2	188
Engineer 7	206	Technician 8	182	Planner 3	205
Engineer 8	216	Technician 9	190	Planner 4	237
Engineer 9	227	Technician 10	200	Planner 5	249
Engineer 10	237	Technician 11	208	Land Surveyor 1	\$156
Engineer 11	248	GIS Assistant	\$76	Land Surveyor 2	179
Engineer 12	260	GIS Analyst 1	116	Land Surveyor 3	198
Engineer 13	269	GIS Analyst 2	128	Land Surveyor 4	211
Scientist Assistant	\$107	GIS Analyst 3	140	Land Surveyor 5	237
Scientist 1	145	GIS Analyst 4	153	Land Surveyor 6	260
Scientist 2	156	GIS Analyst 5	164	CAD Technician 1	\$109
Scientist 3	172	GIS Analyst 6	176	CAD Technician 2	114
Scientist 4	185	Project Manager 1 – Technology	179	CAD Technician 3	123
Scientist 5	197	Project Manager 2 – Technology	198	CAD Technician 4	131
Scientist 6	230	Project Manager 3 – Technology	230	CAD Technician 5	140
Scientist 7	260	Software Engineer 1	\$135	CAD Technician 6	149
Hydrogeologist 1	\$156	Software Engineer 2	152	Drone Pilot	\$165
Hydrogeologist 2	173	Software Engineer 3	163	Drone Visual Observer	67
Hydrogeologist 3	197	Software Engineer 4	175	Landscape Architect 1	\$142
Hydrogeologist 4	244	Software Engineer 5	188	Landscape Architect 2	154
Hydrogeologist 5	260	Software Engineer 6	200	Landscape Architect 3	165
Senior Consultant 1	\$219	Software Engineer 7	212	Landscape Architect 4	178
Senior Consultant 2	272	Software Engineer 8	230	Landscape Architect 5	189
Senior Consultant 3	285	Computer Technician	\$189		
Senior Consultant 4	296				
Senior Consultant 5	307				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2025 Rates	Category	2025 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$190/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$231/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$286/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$320/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

Agenda Item: LOW Shoreline Stabilization FY24-05 amendment request

Background:

Lake of the Woods Soil and Water Conservation District is requesting to amend their existing FY24-05 Shoreline Stabilization cooperative agreement.

The SWCD is requesting to shift all technical and engineering funds into construction in order to complete an additional shoreline project. The SWCD has a separate source of engineering funding that they are able to utilize.

There will be no change to the total allocation requested. It is a shift within the existing agreement.

	Current	Requested
Construction (Streambank/Shoreline)	\$50,000	\$80,000
Technical and Engineering	\$30,000	n/a
TOTAL	\$80,000	\$80,000

The shift is allowed per BWSR grant policy. It also falls within the current activity narratives of our existing grant work plan.

Action Requested:

Requesting authorization to amend the FY24-05 Cooperative Agreement.

Agenda Item: Approve WWD FY2024-04 Cooperator Agreement Amendment request.

Background:

The WWD is requesting a shift of \$5,000 from Streambank/Shoreline Protection to Technical & Engineering to cover a bill that just came in for a streambank project.

Streambank/Shoreline Protection: \$75,974.67

Technical & Engineering: \$26.87



Move \$5000 from SSP to T&E

Action Requested: Approve the \$5,000 fund shift from Streambank/Shoreline Protection into Technical & Engineering.

Agenda Item: Approve RSWCD FY2024- Cooperative Agreement for Well Decommissioning Cost-Share.

Background:

The Roseau SWCD is requesting \$1000 for landowner financial assistance to decommission a total of 2 wells. The Well Decommissioning practice will have a rate of 50% from WBIF, 40% from other state funds, and a landowner match of 10%.

Action Requested: Approve the RSWCD FY2024- Cooperative Agreement for Well Decommissioning Cost-Share

Agreement #	
Project Name	
Amendments	
End Date	

Cooperative Agreement Lake of the Woods Watershed Implementation Funds

Project Name Well Decommissioning

Project Sponsor Roseau SWCD

Contact Name and email Janine Lovold; janine.lovold@mnswwcd.org

Additional Partners

Is this a continuation of an existing program or effort already funded with WBIF funds? Yes ☐ No ☒

If yes, explain.

Project location description Roseau County portion of the LOW watershed (or attach map)

Planning Regions, list all that apply: Bostic, Zippel, Warroad, Muskeg, Muskeg, Warroad, NW Angle, Watershed-wide

Project description with deliverables. Deliverables can include miles, # of landowners impacted, # of practices targeted, estimated quantities. Write 3-5 sentences that will be used for grant work planning.

wells decommissioned, # landowners. A total of 2 unused wells will be decommissioned to prevent groundwater contamination. Protecting groundwater is very important in the LOW Watershed. 100% of watershed residents rely on groundwater for drinking water. The well decommissioning practice is a way to ensure that unused or abandoned wells are not the main pathway for surface to groundwater contamination. The practice will protect aquifer water quality and restore natural hydrogeologic conditions. Per State of Minnesota requirements, all wells will be decommissioned through a certified well driller. 2 wells decommissioned will achieve 4% of the 10-year plan goal. Funding will be used for the well decommissioning cost-share program. An estimated 2 wells will be decommissioned at 50% cost-share using WBIF and 40% cost-share using Local Water Management Funds not to exceed \$900 between both sources. Practice Standard 351 within the NRCS- Field Office Technical Guide (FOTG) will be used to install the practice.

Estimated implementation dates, timeframes or goals:

7/28/2025 – 12/31/2026

Is this project identified in Section 4.0 Targeted Implementation Schedule? If yes, list page numbers. If no, explain.

Yes, 4-30, 4-42

List Measurable Goal(s) and estimated progress towards the goals. To assist with filling this out, reference the measurable goal tracking spreadsheet.

MG1: # wells sealed

MG 2: # well sealed

MG 19: # landowner contacts, contracts

Pollution reductions: List any applicable pollutant reductions and estimated values. Reference the BWSR pollutant reduction estimator page.

NA

Pollution reduction calculation method or literature source used to generate reduction.

NA

Budget:

Activity (eLINK activity)	AMOUNT	FISCAL YEAR
Groundwater	\$1000	2024

Total Grant Funds Requested \$1000

Non-state Match (minimum \$ or %) \$200

Match:

•	Cash match supported by invoices
•	In-Kind match supported with documentation. Must be eligible, non-state.
•	None or Other _____

The requirements of this Cooperative Agreement includes all requirements described in "Attachment - Cooperative Agreement"

This agreement is effective upon signature by all parties:

LOW JPB		Date	
Project Sponsor	Landon Olson	Date	7-15-25
Fiscal agent		Date	

Agenda Item: Approve RSWCD FY 2024- Cooperative Agreement for Forest Management Plan Cost Share

Background:

The Roseau SWCD is requesting \$1000 to be used towards forest management plan cost-share within the Roseau County side of the LOW watershed area. Roseau SWCD will use the current MN DNR Forester Plan Writer formula x 90% or 90% of the total eligible cost for financial assistance. The forestland owner match will be 10%. Eligible woodland acres will be a minimum of 20 acres up to a maximum of 320 acres.

The current DNR forester fee to write a plan is \$300 base + \$10/ac. The formula was updated by the state in 2024.

Action Requested: Approve the RSWCD FY 2024- Cooperative Agreement for Forest Management Plan Cost-Share.

Agreement #	
Project Name	
Amendments	
End Date	

Cooperative Agreement Lake of the Woods Watershed Implementation Funds

Project Name Forest Stewardship Plans

Project Sponsor Roseau SWCD

Contact Name and email Janine Lovold; janine.lovold@mnswwcd.org

Additional Partners

Is this a continuation of an existing program or effort already funded with WBIF funds? ☒ Yes ☐ No

If yes, explain. LOW SWCD employs a flat-rate cost-share program for Forest Stewardship Plan writing.

Project location description (or attach map) Roseau County portion of the LOW watershed

Planning Regions, list all that apply: Bostic, Zippel, Warroad, Muskeg, Muskeg, Warroad, NW Angle, Watershed-wide

Project description with deliverables. Deliverables can include miles, # of landowners impacted, # of practices targeted, estimated quantities. Write 3-5 sentences that will be used for grant work planning.

of Woodland Stewardship Plans, # of woodland acres, # landowners. Ten-year woodland stewardship plans written by certified forest plan writers are required for eligible private forestland acre enrollment into SFIA.

A Forest Management Cost Share Program will be implemented to encourage the development of new forest stewardship/management plans or an update of expiring plans by private landowners that will avoid the loss or degradation of wildlife and terrestrial habitat; as well as discourage parcellation, thus protecting or restoring natural habitat and water quality. The Forest Management Cost Share Program for the Roseau County portion of the Lake of the Woods Watershed area will provide 90% cost-share for landowners. The target goal goal in the next year is 80 acres. Targeted areas will include privately owned woodlands > 20 acres in size, especially for woodlands not currently enrolled.

Estimated implementation dates, timeframes or goals:

7/28/2025 – 12/31/2026

Is this project identified in Section 4.0 Targeted Implementation Schedule? If yes, list page numbers. If no, explain.

Yes, 4-31, 4-43

List Measurable Goal(s) and estimated progress towards the goals. To assist with filling this out, reference the measurable goal tracking spreadsheet.

MG 13: # Forest Mgmt Plans, # acres
MG 19: # landowner contacts, contracts

Pollution reductions: List any applicable pollutant reductions and estimated values. Reference the BWSR pollutant reduction estimator page.

NA

Pollution reduction calculation method or literature source used to generate reduction.

NA

Budget:

Activity (eLINK activity)	AMOUNT	FISCAL YEAR
Planning & Assessment - Forest Management Plans	\$1000	2024
Total Grant Funds Requested	\$1000	
Non-state Match (minimum \$ or %)	\$100	

Match:

•	Cash match supported by invoices
•	In-Kind match supported with documentation. Must be eligible, non-state.
•	None or Other _____

The requirements of this Cooperative Agreement includes all requirements described in "Attachment - Cooperative Agreement"

This agreement is effective upon signature by all parties:

LOW JPB		Date	
Project Sponsor	<i>Landar Olson</i>	Date	<i>7-15-25</i>
Fiscal agent		Date	

Agenda Item: Fiscal Year 2026 Work Plan Update

Background:

The Implementation Committee met in July and discussed timelines and projects anticipated for the FY-26 work plan.

The committee discussed funding needs for existing programs and if there are new projects or programs that would likely need funding from FY-26 funds.

Anticipated funding activity categories for FY-26 includes:

- Administration
- Education (Keep It Clean and Ag Education)
- Forest Stewardship Management
- Streambank and Shoreland Projects
- Technical and Engineering
- Groundwater

Action Requested:

No action requested. Anticipate work plan to be approved at the October 27th JPB Meeting.

Agenda Item: Public Kickoff Meeting for the renewal amendment

Background:

For the upcoming plan amendment, the Implementation Committee is interested in completing a Kickoff Meeting / Open House to showcase the projects that have been completed in the watershed since the plan's adoption, and request input from the public on priorities for the next 10 years.

This strategy will not only address the needs of the plan renewal, but will also address the communications recommendations from the PRAP report.

This kickoff meeting may happen prior to the October Joint Powers Board meeting. The partnership may want to utilize existing administration funds from the Fiscal Year 2024 Watershed Based Implementation Funding Grant.

The Plan Coordinators are working on venues, food, refreshments and a draft budget.

Funding for this event can come from JPB Operations and/or SWCD administration or coordination funds.

Action Requested:

Discussion and suggestions for the public kickoff meeting / plan implementation showcase event. Approval of a budget for this event.