

RED LAKE WATERSHED DISTRICT

April 23, 2020

Agenda

9:00 a.m.

Via Teleconference

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	April 9, 2020 Minutes	Action
	Financial Report dated April 22, 2020	Action
	2019 Audit Report	Action
	Parnell Impoundment, RLWD Project No. 81 Parnell Township Request	Info./Action
	Thief River Falls Westside FDR Project No. 178	Information
	Start of Construction	Information
	Utilities	Information
	COVID19 Letter to RJ Zavoral, Inc.	Information
	Tax Exempt Clarification	Information
	Wetland Banking Withdrawal	Info./Action
	Pine Lake Project, RLWD Project No. 26-HDR Task Order No. 3	Information
	RLWD Ditch 16, RLWD Project No. 177	Information
	Jeff Vonasek Farmstead Section 36, Northland Twp.	Info./Action
	Improvement to Polk County Ditch 39, RLWD Project No. 179	Info./Action
	Final Hearing Discussion	
	Black River Impoundment, RLWD Project No. 176	Information
	Land Rental	Information
	RLWD Ditch 10, RLWD Project No. 161	Information
	Schirrick Dam, RLWD Project No. 25-Stem Riser	Info./Action
	Euclid East Impoundment, RLWD Project 60C-Outlet Discussion	Information
	Impoundment Update	Information

Table Permit No. 20-011, Tom Goddard	Action
Permits: No. 20015-20017, 20019, 20020, 20023	Action
ESRI ArcGIS Maintenance Renewal	Action
Administrators Update	Information
Legal Counsel Update	Information
Managers' updates	Information
Adjourn	Action

UPCOMING MEETINGS

April 23, 2020
May 14, 2020

RLWD Board Meeting, 9:00 a.m.
RLWD Board Meeting, 9:00 a.m.

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
Via Conference Call
April 9, 2020

DRAFT

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

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

Motion by Dwight, and seconded by Tiedemann, the following Resolution was presented.

WHEREAS the COVID-19 pandemic event will impact the population of Red Lake Watershed District due to the disruption of services to include the closure of schools, arenas, theaters, businesses and other services that will negatively impact day to day life; and

WHEREAS the COVID-19 pandemic event will cause an impact to public services due to the closure of schools, arenas, businesses and other services; and

WHEREAS the COVID-19 pandemic event will place hardship and challenges on the business owners, employees, children and families of the Red Lake Watershed District; and

WHEREAS, the World Health Organization has declared a global pandemic is occurring as the COVID-19 (Coronavirus) has spread across the United States and Minnesota; and

WHEREAS, the daily operations of county and state and local government are anticipated to be impacted to comply with Minnesota Department of Health and Center for Disease Control recommendation to minimize the spread of COVID-19; and

WHEREAS, the President of the United States has declared a National Emergency enacting the Stafford Act and the Governor of Minnesota has declared a Peacetime State of Emergency; and

WHEREAS, the President of the Red Lake Watershed District requests the Board of Managers to declare the Red Lake Watershed District in a State of Emergency for the COVID-19 Pandemic Event of 2020;

WHEREAS, a State of Emergency is hereby declared by the Red Lake Watershed District Board of Managers on the 9th day of April 2020, and

NOW, THEREFORE, The Red Lake Watershed District, a political subdivision of the State of Minnesota, is

hereby in a State of Emergency for the period of 30 days effective April 9, 2020 through May 9, 2020 or until circumstances no longer require a State of Emergency.

Upon roll call vote, motion passed unanimously to accept the Declaring a State of Emergency for COVID-19 Pandemic resolution.

The Board reviewed the agenda. Being no further additions or corrections to agenda, a motion was made by Dwight, seconded by Tiedemann and passed by unanimous vote that the Board approve the agenda. Motion carried.

The Board reviewed the March 12, 2020 minutes. Motion by Sorenson, seconded by Tiedemann, to approve the March 12, 2020 Board meeting minutes. Upon roll call vote, motion carried unanimously.

The Board reviewed the March 16, 2020 minutes. Motion by Ose, seconded by Dwight, to approve the March 16, 2020 Board meeting minutes. Upon roll call vote, motion carried unanimously.

The Board reviewed the March 20, 2020 minutes. Motion by Sorenson, seconded by Ose, to approve the March 20, 2020 Board meeting minutes. Upon roll call vote, Motion carried unanimously.

The Board reviewed the Financial Report dated April 8, 2020. Motion by Tiedemann, seconded by Ose, to approve the Financial Report dated April 8, 2020. Upon roll call vote, motion carried unanimously.

Staff member Arlene Novak reviewed the Investment Summary as of April 8, 2020. Certificates of Deposit from Ultima Bank, Fosston, and Unity Bank (CDARS program), Red Lake Falls, are scheduled to mature by the end of April. After considerable discussion, a motion was made by Sorenson, seconded by Ose and passed unanimously by roll call vote, to cash in the maturing CDs when matured and deposit at American Federal Bank, Fosston.

A proposal for Thief River Falls Westside Flood Damage Reduction Project, Task Order #3, Construction Services from HDR Engineering, Inc. was reviewed. Manager Dwight commented on some billing rates in the proposal and stated he just wanted to point them out. Following discussion, motion by Ose, seconded by Dwight, to approve the contract with HDR for construction services of the Thief River Falls Westside FDR Project for the completion of Tasks 1 through 8 as listed in the Project Understanding and Scope of Services in the amount of \$260,255.00.

Administrator Jesme stated that contract agreement documents had been sent out to RJ Zavoral & Sons, Inc. and signed documents had been received. A Conference call pre-construction meeting had been held on Wednesday, April 8. The Notice to Proceed document was received by RJ Zavoral & Sons, Inc. and will be executed upon proper signature being completed.

The Improvement to Polk County Ditch 39, RLWD Project No.179, Final Hearing date was discussed. Administrator Jesme stated that proper permits have been received, and reminded that Board that due to the COVID-19 pandemic, the Board suspended the Final Hearing scheduled for April 20, 2020. Due to an additional stay-at-home order by Governor Walz to May 4, 2020, Jesme questioned how we should move forward with the final hearing and the timeline to begin the project would be affected should the results of the final hearing result in the order of the Board to move forward. It is still the wishes of the petitioners to continue with construction this year dependent on the results of the final hearing. The consensus of the Board was to investigate alternative ways to host a Final Hearing.

Administrator Jesme informed the Board that Polk County had sent out 2020 tax statements to landowners along with their ditch assessments for the RLWD Ditch No. 16, RLWD Proj. No. 177. Jesme indicated that due to errors in the statements, Polk County has elected to void those tax statements and issued new statements at a later date to allow the taxpayers the opportunity to prepay their ditch assessments prior to the lien being assessed on their taxes. Polk County had bonded the project in 2019 and had sent the bond proceeds to the RLWD also in 2019. The project was not started due to permitting issues and wet conditions last Fall. In discussions the past week with Polk County, the first bond interest payment came due and was paid in February 2020. Following discussion on the interest payment of the bond, a motion was made by Ose, seconded by Tiedemann, and passed unanimously by roll call vote to pay the \$49,778.06 interest payment to Polk County with their reimbursement payment being paid to the RLWD following the advance payments received from landowners this coming Fall.

Permitting on the Black River Impoundment was discussed and appears that the permitting is now moving forward. Jesme informed the Board that there was some concern as to what role in the permitting process the Minnesota Pollution Control Agency was going to take concerning a permit under Section 401. Jesme was informed by the MPCA, late last week, that they were going to waive their 401 authority which will allow the wetland delineation and mitigation already completed through WCA, stand.

The Board discussed the current status of funding of the Black River Impoundment and rental of the land for 2020. The previous lease agreement ended December 31, 2019, and the former landowner wishes to lease the land again for crop year 2020 at a rate of \$50 per acre. Following considerable discussion on the state of the land, ag production, and possibly opening the land rent up for bids, a motion was made by Tiedemann, seconded by Dwight, and upon roll call vote was passed unanimously to renew the land rental agreement at a rate of \$50 per acre for the 2020 production year to Nicholas (and Jim) Knott.

Administrator Jesme informed the Board that FEMA had requested additional information for flood damages to the outlet structure for RLWD Ditch No. 10, Proj. 161 which occurred in 2019. The information was submitted and the plan may have to change slightly from what was originally thought which may move project to the west slightly and may also require additional right of way easement above and beyond the current easement. Final plans and a cost estimate will be completed in the next couple weeks.

Administrator Jesme informed the Board that a landowner, approximately two miles downstream of the Euclid East Impoundment, had contacted him regarding the outlet channel of the impoundment. Discussion was that the landowner or multiple landowners may have an interest in a two stage ditch design similar to the outlet of the Brandt Impoundment. Jesme also informed the Board that Polk County Ditch authority would have to be contacted as the outlet to the Impoundment is Polk County Ditch 66 Branch C. Motion by Tiedemann, seconded by Sorenson, to give staff the authority to pursue a survey and a cost estimate to complete the design requested for the outlet improvement to the Euclid East Impoundment. Upon roll call vote, motion passed unanimously. Manager Dwight also inquired about investigating purchasing easements of property directly downstream of the Euclid East Impoundment which had been discussed at a prior Board meeting. Administrator Jesme said the RLWD would look at it as a holistic package and would include that area as well.

The Minnesota Board of Water and Soil Resources recommended as part of their approval of the Thief River Comprehensive Watershed Management Plan (CWMP), that the RLWD approve a more transparent appeals process should the WMD be triggered. In Board discussion, it was noted that there is an appeals process covered by Minnesota State Statutes already in place, therefore it appears there is no need to establish another appeals process. Motion by Tiedemann, seconded by Dwight, to deny the request to establish an appeals procedure as recommended by BSWR and to follow the appeals process already in Statutes. Following roll call vote, the request to deny was passed unanimously.

The following resolution to Adopt and Implement of the Thief River Comprehensive Watershed Management Plan was moved by Ose, seconded by Torgerson, and upon roll call vote was unanimously passed:

Whereas, the Red Lake Watershed District has been notified by the Minnesota Board of Water and Soil Resources that the Thief River Comprehensive Watershed Management Plan has been approved according to Minnesota Statutes 103B.801 and Board Resolution #16-17:

Now, Therefore, Be it Resolved, the Red Lake Watershed District hereby adopts and will begin implementation of the approved Thief River Comprehensive Watershed Management Plan.

The Red Lake Watershed District previously entered into a cost sharing engineering agreement with Marshall County Drainage Authority in conjunction with Marshall County Ditch 20 and State Ditch 83. As part of this agreement, RLWD Project 14D was approved to assist in the reduction of sediment from CD #20 depositing into State Ditch #83 ditch system. As part of that project, there were various side water inlet culverts installed along with flap gates. Marshall County Ditch authority has asked if the Red Lake Watershed District would assist in the cost share to repair one of the SWI's as the spoil has settled and culvert and water is going over the spoil and causing flood concerns to an adjacent landowner. An extension would be installed on the culvert and a berm built higher. Motion by Ose, seconded by Page, and passed unanimously by roll call vote to approve cost share of 50/50 with Marshall County to repair an area of Marshall County Ditch 20/State Ditch 83.

The RLWD Impoundment Update as of April 8, 2020 was reviewed.

Pennington Soil and Water Conservation District thanked the Red Lake Watershed District for their financial support for the 2020 Envirothon, but due to the COVID-19 pandemic, the event was cancelled for this year. Pennington SWCD inquired how the RLWD wished to handle the 2020 financial support given them. Motion by Tiedemann, seconded by Ose, and passed unanimously following roll call vote, to apply the support to the 2021 Envirothon.

The Draft 2019 Annual Report will be sent to each Board member for their review.

Motion by Sorenson, seconded by Ose, to table RLWD Permit No. 20007, BRAF Farmland Holdings GP, Excel Township, Marshall County, to allow staff to further review the permit following the 2020 spring runoff. Motion carried unanimously following roll call vote.

Motion by Torgerson, seconded by Tiedemann, and passed unanimously following roll call vote, to table RLWD Permit 20012, Brent Strand, Badger Township, Polk County to allow staff to further review the permit following 2020 spring run-off.

The Board reviewed the permits for approval. Motion by Sorenson, seconded by Dwight, to approve the following permits with conditions stated on the permit: No. 20006, Donovan Dyrdal, Norden Township, Pennington County; No. 20008, City of Thief River Falls, North Township, Pennington County; No. 20009, Minnkota Power Cooperative, Inc., Lambert Township, Red Lake County; No. 20010, Pheasants Forever, Inc., Rosebud Township, Polk County; No. 20011, Tom Goddard, Evans Scrap and Steel, Inc., North Township, Pennington County; No. 20013, Minnesota Pipe Line Company, LLC, Nora Township, Clearwater County; and No. 20014, Minnesota Department of Transportation, Tilden Township, Polk County. Motion carried unanimously following roll call vote.

RLWD President's Determination Regarding Conducting Meetings by Telephone or Other Electronic Means and the President's Declaration of a State of Emergency due to COVID-19 Pandemic were reviewed by the Board. Discussion was also had of Governor Walz's extension of the Stay-at-Home Order to May 4 and question raised if staff should continue working remotely. Legal Counsel Delray Sparby indicated that the RLWD is an essential critical sector entity so therefore staff could report to office, however, it is encouraged to have staff work at home, if possible. Administrator Jesme stated that a few staff have been coming into office as needed and but mostly working remotely from their home. Jesme also indicated that he felt that this working from home policy has worked out well with only some minor issues. Consensus of the Board was staff should work remotely and report to office as needed.

Administrators update:

- Jesme and Manager Ose plan to attend the RRWMB meeting via conference call on April 21, 2020 at 10:00 a.m.
- Jesme attended the Thief River 1W1P Policy meeting on Monday, April 16, 2020 held at RLWD office. Items covered were review of bylaws, determination of fiscal agent to be

RLWD, and determination that Darren Carlson, Marshall SWCD, act as coordinator, and also approved the 2020/2021 Work Plan. Allocation of contingency and unused agency funds were made, based on percentage of overrun, to Pennington SWCD and RLWD. The workplan, which is part of the Thief River, was also approved.

- The District's Overall Advisory Committee meeting was held on March 16th at 9:30 a.m. Attendance was down but could be due to COVID-19.
- The status of the Red River Basin Commission Tour of projects located within the RLWD and the Middle Snake Tamarac Rivers Watershed Districts scheduled to be held on June 3, 2020 is unknown at this time. The tour will include the Thief River Falls Westside FDR Project and Black River Impoundment.
- The January and February 2020 water quality reports are included in packet.

The Board discussed the presentation and delivery, as well as possible paper copies, of the Agenda and Board meeting packets prior to the meeting during this time of hosting meetings remotely.

Being no further business to come before the Board, a motion by Sorenson, seconded by Dwight, and passed unanimously by roll call vote to adjourn.

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report for April 22, 2020

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding for FICA, Medicare, and Federal taxes	320.04
online	MN Department of Revenue	Withholding taxes	50.00
38133	Brault Construction LLC	*Clean snow from ditches	3,960.00
38134	MN BWSR	Annual wetland maint.fee (\$500) & 2.38 wetland banking fee (\$3,060.46)	3,560.46
38135	Cenex Credit Card	Gas for pickups	222.93
38136	Delta Dental	Dental insurance premium	437.45
38137	ESRI	ArcGIS single and secondary annual maintenance fee	686.80
38138	Further	Monthly FSA account fees	11.80
38139	GP Excavating LLC	Snow removal-Proj. 135	1,120.00
38140	HDR, Inc.	** Engineering fees-see below for explanation	19,810.78
38141	Higher Ground	Snow removal-south of Parnell Impoundment	300.00
38142	Houston Engineering, Inc.	*** Engineering fees-see below for explanation	25,640.50
38143	Marco	Monthly MS Office 365 fees (15)	187.50
38144	NCPERS	Life insurance premium	112.00
38145	Dale M. Nelson	Mileage	59.80
38146	Northwestern Mutual Financial	Deferred Compensation	757.27
38147	Pennington County Treasurer	2020 Property taxes-Proj. 178 (\$262) and Proj. 176 (\$9,624)	9,886.00
38148	Polk County Taxpayer Service	JD 72 Clearwater County Cost share of ditch maintenance	1,532.77
38149	Red Lake County Treasurer	2020 Property taxes-Proj. 121	222.88
38150	Ryan's Backhoe Service, LLC	Remove plug at Pine Lake dam	287.50
38151	Sun Life Financial	Life insurance premium	125.36
online	Further	Medical FSA	379.90
online	Aflac	Staff paid insurances	593.76
online	Cardmember Services	****see below for explanation	2,433.95
	For approval		
	Corporate Technologies LLC	Prorated April managed IT support and registration fee	1,085.50
	Corporate Technologies LLC	May managed IT	835.00
	Payroll		
	Check #11929-11937		13,057.17
	Total Checks		<u>\$ 87,677.12</u>

*** Brault Construction LLC**

RLWD Proj. 117 Johnson Petition	\$450.00
RLWD Proj. 60C Euclid E. Impound.	\$840.00
RLWD Proj. 81 Parnell Impound.	\$600.00
RLWD Proj. 169, Ditch 12	<u>\$2,070.00</u>
TOTAL	\$3,960.00

****HDR, Inc.**

Proj. 90-Bike path permit review	\$347.43
Proj. 135-culvert review & recommend	\$347.42
Proj. 26-Pine Lake PWT	\$2,141.25
Proj. 178 TRF Westside FDR	<u>16,974.68</u>
TOTAL	\$19,810.78

***** Houston Engineering, Inc.**

Proj. 164 Ditch 10 repair	11,801.50
Proj. 176 Black River Impoundment	<u>13,839.00</u>
Total	\$25,640.50

****** Cardmember Service**

AT&T-Cell phone expense	350.98
Fozzies-Bemidji-TR1W1P mtg.	90.16
Marriot-Lodging-LeRoy Ose	294.66
Marriot-Lodging-Gene Tiedemann	142.38
Marriot-Lodging-Brian Dwight	142.38
Marriot-Lodging-Terry Sorenson	142.38
Marriot-Lodging-Myron	142.38
Indeed, Inc.-Advertise for Eng. Tech.	<u>1,128.63</u>
Total	\$2,433.95

Banking**Northern State Bank**

Balance as of April 8, 2020	\$ 109,783.61
Total Checks Written	(87,677.12)
Receipt #989737 State of MN-Final 10% of TR1W1P Planning grant	25,468.00
Receipt #989740 Transfer in from Bremer Bank	<u>100,000.00</u>
Balance as of April 22, 2020	<u><u>\$ 147,574.49</u></u>

Current interest rate is .30%

American Federal Bank-Fosston

Balance as of April 8, 2020	\$ 2,199,659.18
Receipt #989738 Koochiching County-Delinquent 2018 taxes	\$ 167.85
Receipt #989739 Ultima Bank-Matured CD with interest	<u>606,016.44</u>
Balance as of April 22, 2020	<u><u>\$ 2,805,843.47</u></u>

Current interest rate is 1.00%

Bremer Bank

Balance as of April 8, 2020	\$ 2,169,916.36
Receipt #989740 Transfer to Northern State Bank	<u>(100,000.00)</u>
Balance as of April 22, 2020	<u><u>\$ 2,069,916.36</u></u>

Current interest rate is .63%

Thursday, April 09, 2020

Nate Dalager, PE
HDR, Inc.
213 LaBree Avenue North, Suite 203
Thief River Falls, MN 56701

Re: RLWD Westside Flood Damage Reduction Project #178 – COVID-19 Pandemic Potential Delays and Cost Impacts

Dear Mr. Dalager,

As you know, the President has declared a national emergency and the Governor has declared a state emergency due to the COVID-19 pandemic (the “Pandemic”). This letter gives notice of potential delays, additional costs and other impacts to the Project as a result of the Pandemic.

We remain committed to the Project and do not intend to be adversarial. However, our contract requires us to notify you of any impacts that may lead to extra costs or the need for additional time. Further, we must work in a safe and reasonable manner and in compliance with governmental direction.

We anticipate that the Pandemic will delay our work and negatively impact productivity, including potential impacts to labor, personnel, manufacturing, equipment, materials and transportation. These impacts are likely to adversely affect the critical path of the Project schedule and/or result in increased work and costs. Specifically, due to the social distancing requirements and stay at home orders in varying states the potential delays, costs and impacts may include:

- Additional mobilization and mileage costs.
 - Additional vehicles will be required to mobilize crew members to maintain social distancing requirements.
- Limitation of staffing to meet current social distancing requirements could lead to future exposure to weather impacts and delays.
- If an outbreak occurs among our staff additional labor force is unavailable leading to potential delays and additional costs related to suspending and resuming work.
- Delays in receiving submittals/shop drawings from vendors.
 - Delays are attributed to the additional steps required by staff working from home.
- Additional lead times for product manufacturing.
 - Production rates have been reduced to maintain social distancing requirements at factory’s causing unknown delays to delivery dates.
 - Delay of material delivery due to the reduced trucking staff.

This Pandemic is a continuing situation. Therefore, the full extent of these Pandemic delays and costs are not yet known and the impacts cannot be completely identified or quantified. These delays and costs are beyond our control and through no fault of our own. We will keep you informed as additional information becomes available.

We look forward to working with you to address the impacts of the Pandemic at the proper time and to move the Project toward successful completion. We reserve all rights and remedies afforded by the contract, governmental direction, by applicable law and in equity, including the right to seek an extension of time and an increase in our Contract Price.

Sincerely,



John T. Zavoral

President

Red Lake Watershed District

President

Dale M. Nelson

Vice President

Gene Tiedemann

Treasurer

Terry Sorenson

1000 Pennington Avenue South

Thief River Falls, MN 56701

218-681-5800

218-681-5839 FAX

e-mail: RLWD.redlakewatershed.orgwww.redlakewatershed.org**Secretary**

LeRoy Ose

Managers

Les Torgerson

Allan Page

Brian Dwight

April 17, 2020

Nick Carlin

Project Manager/RJ Zavoral & Sons, Inc.

1706 Bygland Rd SE

PO Box 435

East Grand Forks, MN 56721-0435

Dear Mr. Carlin,

I have asked our legal counsel to review your request that the Red Lake Watershed District complete a form ST3, Certificate of Exemption, related to the purchase of certain materials for Watershed District Project 178 – for which Zavoral was awarded a construction contract.

Our legal counsel has reviewed the contract and bidding documents and had determined that it would be unlawful for the District to honor your request. In order for the materials purchased for this project to be tax exempt, several, very specific provisions of statutes chapter 297A and rules part 8130 would have to be followed. When an entity that is exempt from sales and use tax on their own purchases appoints a contractor or subcontractor as its purchasing agent in accordance with *Minnesota Rules*, that contractor or subcontractor may make otherwise taxable purchases exempt from sales or use tax for use on a construction contract. The Minnesota Supreme Court applied that rule in *Stretar Masonry Company, Inc. v. Commissioner of Revenue*, 518 N.W. 2d 29 (Minn. 1994), *rev'g Stretar Masonry Company, Inc. v. Commissioner of Revenue*, 1993 WL 185714 (Minn. Tax Ct. May 26, 1993).

Here, there is nothing in the contract documents that evidence an intent that the successful bidder would be designated a “purchasing agent” for the District. Moreover, there is nothing in the contract documents to indicate that the bids should be based on the tax-exempt purchase of materials. To the contrary, the bidding instructions clearly state the opposite. Based on Zavoral’s representations in the bidding process, you are deemed to have known and understood all conditions of the project.

If you believe you otherwise qualify for tax exempt purchaser status for this project, you may proceed at your own risk to complete the form ST3. Please be aware, however, that the form includes a certification as to compliance with the law and requires that you have record of your designation as a purchasing agent for the project.

Unless you can point to specific provisions of the contract or bidding documents indicating that the successful bidder would be designated as purchasing agent and that the bid for purchase of materials for the project would be tax exempt, the Watershed District will be taking no further action on your request.

The Watershed District will be taking no further action on your request.

If you have any question, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Myron Jesme". The signature is written in a cursive style with a long horizontal flourish at the end.

Myron Jesme
Administrator



April 22, 2020

Mr. Myron Jesme, Administrator
Red Lake Watershed District
1000 Pennington Avenue South
Thief River Falls, MN 56701

<delivered via email>

RE: Proposal – Pine Lake Subwatershed Project – Task Order #3 – Final Engineering

Dear Mr. Jesme,

In response to your request for engineering services for the Pine Lake Subwatershed Project, HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for Task Order #3 – Final Engineering. Future project tasks and services required to successfully complete the flood risk reduction project will be identified separately as they arise, under additional task orders.

We look forward to the opportunity to work with you on this project. If you have any questions regarding the attached scope of services, please contact me at (218) 681-6100.

Sincerely,

HDR Engineering, Inc.

Nathan Dalager, P.E.
Project Manager

Christine Wiegert, P.E.
MN-WI Area Manager

Encl: Proposal, Task Order #3
HDR Engineering, Inc. Terms and Conditions for Professional Services
Budget Spreadsheet



Project Understanding and Scope of Services

HDR understands that the Red Lake Watershed District (RLWD) is interested in developing a Flood Risk Reduction project of significance, as the RLWD works towards resolving chronic flood problems in the region. This scope of work includes tasks and deliverables deemed necessary to complete the final engineering stage of the project. These tasks include the following:

1. Assistance with Project Funding Package, Project Team & Partner Coordination
2. Final Design Analyses of FDR Project Components
3. Permitting & Environmental Review
4. Detailed Plans & Specifications
5. Final Engineer's Report

Proposed Action Description

The proposed Pine Lake Outlet Project consists of developing and designing a new outlet structure for Pine Lake, to include an operable structure that incorporates a fish passage feature. Some of the additional Project features may include downstream capacity enhancements, Project Team meetings, environmental review, and permitting. The Project has advanced past the preliminary engineering phase, and has reached a point where final engineering is required to reach the goal of constructing this important flood risk reduction project. The Project Team has selected the revised incremental alternative as the preferred alternative. The plans are necessary for continuing the next steps related to funding, permitting, and construction. The plans are meant to provide final design of each component which will lead to a successful conclusion of the Project.

Proposed Project Team

The project team will consist of HDR staff that has experience in developing engineering and environmental documentation in addition to well established relationships with agency experts that will likely be involved in this process. The team may consist of the following staff:

Role	Staff
Client/Project Manager	Nate Dalager, PE
Water Resources Engineers	Glen Krogman Dillon Nelson, EIT Jacob Huwe, PE
Design Technician	Randy Knott
CAD	Anita Sanne
Environmental Lead	Kelly Garvey
Structural Engineer	Jesse Freeberg, PE
Geotechnical Engineers	Steve Olson, PE Kerrie Berg, PE
GIS	Jenn Walter
QA/QC	Matthew Redington, PE

Scope of Services

1.0 Project Management & Coordination Meetings

This task consists of the overall management of the project, project communication, coordination of conferences/meetings, and coordination with funding partners.

- 1.1 **Project Management.** Monitor and control the Project budget, scope of work, and schedule; management of the Project goals and objectives; management and coordination of resources including staff scheduling and invoicing.
- 1.2 **Hearings and Meetings.** Schedule, review, prepare, participate, and help conduct meetings as well as public hearings. Significant collaboration will occur with Red Lake Watershed District (RLWD) staff and Board members. Other agency stakeholders likely to be involved include MnDNR.
- 1.3 **Coordinate with Funding Partners.** HDR will provide assistance in coordinating with funding partners such as the RRWMB and the MnDNR-FDR Grant Program.

DELIVERABLES:

- Monthly invoices and coordination with RLWD Administrator.
- Facilitate up to two Project partner meetings.
- Facilitate up to two funding partner meetings.
- Attendance at RLWD Board meetings, presentations, and updates to the Board.
- Attendance at up to two landowner meetings.
- Facilitate/Attend up to two public hearings.

ASSUMPTIONS:

- Duration of the task is ~10 months.
- A total of five RLWD Board meetings and 1-2 Project team meetings are anticipated.
- A public hearing will be attended by 1 or 2 HDR staff persons and information pertinent to the meeting will be provided to the RLWD.
- All meetings will be held in Northwest Minnesota and attended by 1 or 2 HDR staff persons.

2.0 Final Design Analyses of FDR Project Components

This task includes final design analyses of the preferred alternative. Final design will build upon the work completed in previous task orders relating to concept development, hydraulic modeling, and preliminary design. The following steps will be included:

- 2.1 **Alternatives Evaluation.** Evaluate two alternatives (on-channel and side channel) to determine the preferred alternative to finalize alignments and profiles for design and permitting tasks.
- 2.2 **Survey.** The preferred alternative will require additional field survey for final design and to finalize construction quantities. Survey will include two days in the field. Survey will include topography, bathymetry, and stream flow measurements using hand-held flow meters provided by DNR. Legal survey will be performed by others.
- 2.3 **Hydraulic/Hydrologic Design.** Perform final modeling of the preferred alternative for the 24-hour, 100-year and 10-year precipitation events. Events greater than the 100-year will not be evaluated. XP-SWMM, HEC-RAS, and HEC-HMS models developed during previous phases of work will be used in the development of the final models. Additional stream flow measurements

taken during Task 2.2 will be utilized to develop rating curves and headwater-tailwater relationships. No breach analysis or emergency spillway design is included with this task.

- 2.4 **Hydraulic Structure Design.** Perform final structure design, including sizing/selection of hydraulic structures required for the preferred alternative and determined by the final hydrologic and hydraulic models. Anticipated downstream structure replacement recommendations may include up to 6 field/road crossings and associated culverts. Final design of downstream structure replacements is not included in Task Order #3.
- 2.5 **Soil Borings.** HDR will determine where soil borings, if any, are required for the preferred alternative, coordinate the solicitation of bids, scheduling, and facilitating the completion of the borings by a third party. HDR will review the geotechnical report that will be delivered by a third party and implement the findings in the design.
- 2.6 **Pine Lake Outlet Design.** Perform outlet design for the preferred alternative. The design will include incorporating operational gates and stop log bays along with a rock slope fishway. Evaluation will also consider shear stress and stream bed materials for sizing of riprap gradations as part of the rock slope fishway.
- 2.7 **Fish Passage Design.** Perform final design for a rock slope fishway. MnDNR will provide design guidance that will inform HDR's design.
- 2.8 **Utilities Design.** Provide design if existing utilities are impacted by the Project. A one-call will be conducted for the entire Project footprint. A total of 6 hours are estimated for this task.
- 2.9 **Erosion Control Design.** Provide SWPPP and erosion control designs that meet MPCA requirements. Includes riprap design and other erosion control considerations for areas of potentially erosive flows.

DELIVERABLES:

- 100% design of the preferred alternative.
- Additional field survey for final design of preferred alternative.

ASSUMPTIONS:

- Changes to the preferred alternative design due to permitting, environmental review, and right-of-way acquisition will be considered as additional services to this budget and scope of work.
- Soil borings and lab testing will be performed by a third party hired by RLWD. HDR will provide assistance and coordination.
- Design guidance for fishway to be provided by MnDNR.
- Design will be documented as part of the Engineers Report (Task 5)
- Final design of downstream structure replacements is not included in Task Order #3.



3.0 Permitting & Environmental Review

This task involves support activities which are necessary for coordination with permitting agencies.

- 3.1 **Wetland Delineation.** HDR will perform the wetland delineation as needed for the preferred alternative. HDR will provide support information such as the Project footprint and temporary working limits as it relates to potential wetland impacts.
- 3.2 **Preparation of Technical Data and Coordination.** HDR will provide technical data and assistance in the completion of permit applications pertaining to environmental review and permitting as requested by RLWD. Anticipated permit applications are a MnDNR Public Waters Permit, USACE 404 Wetlands Permit, Clearwater County SWCD WCA Permit, and MPCA Stormwater Permit.
- 3.3 **Environmental Assessment Worksheet (EAW).** HDR will provide technical data and assistance in the completion of environmental review documents. Up to 16 hours have been estimated for this task.

DELIVERABLES:

- Wetland delineation report.
- Provide completed permit applications to RLWD.
- EAW document by others, or under separate task order.

4.0 Detailed Plans & Specifications

This task involves the drafting of complete plans and specifications for construction of the Project. The plans will include components of the preferred Alternative in detail. HDR will utilize the previous work completed for preliminary engineering designs and estimated quantities in AutoCAD Civil3D 2018.

- 4.1 **Site Plan.** A site plan will be produced within the limits of proposed construction. They will include existing and proposed main features, construction limits, alignment stationing, structures, benchmarks and GPS control points, section lines and numbers, utilities, and aerial imagery.
- 4.2 **Quantities & Construction Notes.** Estimated quantities will be tabulated for the preferred alternative and will be documented in the Engineer's Opinion of Probable Cost.
- 4.3 **SWPPP.** Required SWPPP will be included for the proposed Project.
- 4.4 **Typical Sections & Details.** Up to 10 typical sections will be provided including one for each alignment and unique design aspect.
- 4.5 **Structure Details.** Details from final designs are to be shown for proposed structures in the Project. Up to 10 individual typical details will be provided.
- 4.6 **Plan & Profile Sheets.** Profiles will be provided for each Project alignment and will include existing and proposed grades, structures, notes, and utility information.
- 4.7 **Cross-Section Sheets.** Cross-sections will be provided for each Project alignment at 100 foot intervals.
- 4.8 **Specifications & Contract Documents.** Current MnDOT construction specifications and standards will be referenced and amended for the purposes of the Project. Based on the



preferred alternative, items for construction will be noted and defined for pay quantities. Labor information, Equal Employment Opportunity provisions, and wage statements will also be included.

DELIVERABLES:

- One electronic (PDF) and two bound versions of the plans and specifications.

ASSUMPTIONS:

- One round of drafts will be reviewed by RLWD, MnDNR, or others.
- The plan set will have up to 20 sheets.
- The specifications will have up to 25 special provisions.
- The number of labor hours included in the budget and scope represent one set of plans and specifications based upon the preferred alternative with one round of edits as needed.
- Any additional rounds of edits resulting from the evolution of the Project and the resulting work to produce updated plans will be covered under a separate scope of services as needed.

5.0 Final Engineer's Report

This task involves documentation of the final design of the Project, including impact considerations and project implementation.

- 5.1 **Engineer's Report.** A comprehensive engineering report will be prepared for RLWD with one round of review for comment prior to publication. The report will be compliant with MN Statutes 103D.711 for engineer's reports for watershed projects, and HDR will deliver an Engineer's Report with information and results from Task 2 through Task 4 to include an operating plan and Project recommendations.
- 5.2 **Engineer's Opinion of Probable Cost.** Provide an updated engineer's opinion of probable costs for the preferred alternative.

DELIVERABLES:

- One electronic (PDF) and two bound versions of the Engineer's Report.

ASSUMPTIONS:

- Changes to preferred alternative design due to permitting, environmental review, mitigation, land exchange, and NRE designs will be considered as additional services to this budget and scope.
- Hours based upon 1 round of reviews prior to final.

Cost Estimate

The design fee estimate for the completion of Tasks 1 through 5 is \$181,420, as outlined in the attached breakdown of tasks, hours, and expenses. This work will be performed on a time and materials not-to-exceed basis. HDR will invoice monthly based on work progress. Our estimated design costs are based upon our local experience and understanding of the scope of work and assumptions listed. Should the scope of work be modified, it may be necessary to review scope changes and our cost estimate.

Future Task Orders – Engineering

The following tasks are anticipated for future phases of this project. *These tasks are not included in the price proposal provided herein*, and would be provided separately at such time as RLWD elects to initiate them.

- Environmental Assessment Worksheet
- Downstream Structure Replacements
- Construction Administration
- As-Built Plans

Please indicate your acceptance of this proposal by signing the Notice to Proceed (below) and returning one copy of the signed proposal to HDR. If you have any questions, please contact me at 218.681.6100.

Regards,
HDR Engineering, Inc.

Nathan Dalager, PE, CFM
Project Manager/Engineer

Christine Wiegert, PE
Vice President/MN-WI Area Manager

Encl: HDR Engineering, Inc. Terms and Conditions for Professional Services

NOTICE TO PROCEED

Owner: **Red Lake Watershed District**

Consultant: **HDR Engineering, Inc.**

By: _____

By:

Name: _____

Name: Christine Wiegert, PE

Title: _____

Title: Vice President/MN-WI Area Manager



Business Group:	Water	Business Class:	Dams, Levees, Civil Works	8
Project Name:	Pine Lake Revised Incremental Alternative	Project Manager:	Nate Dalager	
Client:	Red Lake Watershed District			

TASK NO.	TASKS AND DESCRIPTION	RESOURCE CATEGORIES																HRS					COSTS				
		PM	Structural Engineer	EIT	Civil Tech	Environmental Scientist	Reviewer	Clerical	Accounting									TOTAL HOURS	DIRECT LABOR COST	OVERHEAD COST	Burdened Labor Cost	Labor Fee					
	HDR Resource Code (see HDR Codes for list)																										
	Billing Rates	\$190.00	\$150.00	\$115.00	\$135.00	\$130.00	\$235.00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00										
	Billing Rate Multiplier	2.57	3.53	3.38	3.22	3.25	3.13	3.33	3.33																		
1	Task Name - Project Management																										
	Project Management	16.0	0.0	8.0	0.0	0.0	0.0	12.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	48.0	\$ 2,173	\$ 4,020	\$ 6,192	\$ 6,360					
	Hearings and Meetings	16.0	0.0	16.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	48.0	\$ 2,395	\$ 4,431	\$ 6,825	\$ 7,040					
	Coordinate with Funding Partners	16.0	0.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	48.0	\$ 2,269	\$ 4,198	\$ 6,467	\$ 6,720					
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -					
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -					
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -					
	Task Subtotal	48.0	0.0	56.0	16.0	0.0	0.0	12.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	144.0	\$ 6,837	\$ 12,648	\$ 19,485	\$ 20,120					

2	Task Name - Final Design of FDR Components																					
	Alternatives Evaluation	12.0	8.0	8.0	8.0	8.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.0	\$ 2,303	\$ 4,260	\$ 6,563	\$ 6,990
	Survey	0.0	0.0	26.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.0	\$ 1,722	\$ 3,186	\$ 4,907	\$ 5,690
	Hydraulic/Hydrologic Design	4.0	8.0	24.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	38.0	\$ 1,602	\$ 2,964	\$ 4,566	\$ 5,190
	Hydraulic Structure Design	0.0	8.0	8.0	8.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	26.0	\$ 1,097	\$ 2,030	\$ 3,128	\$ 3,670
	Soil Borings	2.0	2.0	2.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	\$ 636	\$ 1,176	\$ 1,812	\$ 1,990
	Outlet Design	2.0	8.0	8.0	8.0	8.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	\$ 1,565	\$ 2,895	\$ 4,460	\$ 5,090
	Fish Passage Design	8.0	2.0	24.0	24.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	66.0	\$ 3,097	\$ 5,729	\$ 8,826	\$ 9,700
	Utilities Design	0.0	0.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	\$ 220	\$ 407	\$ 626	\$ 730
	Erosion Control Design	0.0	0.0	4.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	\$ 464	\$ 858	\$ 1,321	\$ 1,520
	Task Subtotal	28.0	36.0	108.0	82.0	20.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	290.0	\$ 12,705	\$ 23,504	\$ 36,209	\$ 40,570

3	Task Name - Permitting & Environmental Review																					
	Wetland Delineation	2.0	0.0	8.0	8.0	48.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	68.0	\$ 2,825	\$ 5,226	\$ 8,050	\$ 9,090
	Preparation of Technical Data and Coordination	8.0	8.0	16.0	16.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	72.0	\$ 3,105	\$ 5,744	\$ 8,849	\$ 9,840
	Permit Application	2.0	0.0	8.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	26.0	\$ 1,075	\$ 1,988	\$ 3,063	\$ 3,420
	EAW	8.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$ 910	\$ 1,684	\$ 2,594	\$ 2,560
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	\$ -
	Task Subtotal	20.0	8.0	32.0	32.0	88.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	182.0	\$ 7,915	\$ 14,642	\$ 22,557	\$ 24,910

DIRECT EXPENSES								SUBCONSULTANTS			COSTS		Total fee per Task
Mileage	Airfare	Car Rental	Meals	Lodging	Equipment Rental	Printing / Plotting	Permit / Other Fees				Expenses		
Mile	EA	DAY	DAY	DAY	LS	LS	LS	ENTER SUBS NAMES ABOVE ENTER SUBS COST BY TASK BELOW					
ENTER UNITS BELOW													
1	Task Name - Project Management												
0	0	0	0	0	0	0	0				\$ -		
0	0	0	0	0	0	0	200				\$ 200		
0	0	0	0	0	0	0	50				\$ 50		
0	0	0	0	0	0	0	0				\$ -		
0	0	0	0	0	0	0	0				\$ -		
0	0	0	0	0	0	0	0				\$ -		
0	0	0	0	0	0	0	0				\$ -		
0	0	0	0	0	0	250	0				\$ -		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ 250		

2	Task Name - Final Design of FDR Components																					
	Alternatives Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Survey	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 873	\$ -	\$ -	\$ -
	Hydraulic/Hydrologic Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Hydraulic Structure Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Soil Borings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Outlet Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Fish Passage Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Utilities Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Erosion Control Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Task Subtotal	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 873	\$ -	\$ -	\$ 41,443

3	Task Name - Permitting & Environmental Review																					
	Wetland Delineation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	Preparation of Technical Data and Coordination	1000	0	0	6	1	2	0	0	0	0	0	0	0	0	0	0	0	\$ 1,665	\$ -	\$ -	\$ -
	Permit Application	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
	EAW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
		0																				

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the CLIENT, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

ENGINEER and CLIENT agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to CLIENT.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)'s methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. CLIENT-PROVIDED SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to the project in CLIENT's possession, and any requirements or budgetary limitations. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents, information and services.

In performing services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER and CLIENT retain joint ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and client approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

In the event that any damage, loss, or claim is asserted by a third party, and said damage, loss, or claim arises out of or is in connection with the performance of ENGINEER'S services, including ENGINEER and its employees professional negligent acts, errors, or omissions, each party (ENGINEER and CLIENT) shall release, indemnify, and hold the other harmless, together with their agents, employees and assigns, PROVIDED THAT, said damage, loss, or claim is within the parties' combined limits of applicable insurance. In the event that any damage, loss or claim exceeds the parties' combined available limits of applicable insurance, then each party shall bear their own liability in direct proportion to their own individual fault.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER and CLIENT are made a party to any litigation concerning CLIENT's flood control structures, CLIENT and ENGINEER shall each bear their own costs and expenses for defense pending a final determination of each party's liability. Upon a finding by a court of competent jurisdiction of any negligence, all of the parties' reasonable total costs for defense of the matter shall be combined, and the total reasonable defense costs of both parties shall be pro-rated between the parties based on their respective shares of fault.

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

CLIENT agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER's are dependent upon CLIENT's continued operation and maintenance of the project structures and systems in accordance with all, permits, laws and regulations that permit the construction and operations of the structure(s) and systems including any Engineer prepared operations and maintenance plans. Should CLIENT fail to maintain the structures to be in full compliance permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to CLIENT, and CLIENT shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, CLIENT hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.





Myron Jesme

From: Paul Novacek <paul@synergyagllc.com>
Sent: Friday, April 17, 2020 12:41 PM
To: Myron Jesme
Subject: Re: CD 39
Attachments: 4-17-20 RLWD - Tabor Hall.png

Hello Myron,

Attached is a Google Earth image of the Tabor Hall. Here are the coordinates:

Latitude: 48° 4'42.49"N
Longitude: 96°51'33.55"W

The main open area of the hall is 40' x 80'. There is an open, covered awning area on the east side of the building that is 16' x 80'.

If the weather was favorable, you could present from the awning area and have people seated outside to the east on the driveway and grass area. If the weather was not favorable, you could provide distance inside with some overflow distance in the awning area.

You or anyone from the board could stop by to look at it if you were in the area.

The building should be available anytime in June as long as we can satisfy any of the distancing & meeting requirements that are required at that time.

The only downside that I can think of is that there would be no Wifi available.

Regards,

Paul Novacek
Cell: 701-741-0477

On Fri, Apr 17, 2020 at 11:35 AM Myron Jesme <Myron.Jesme@redlakewatershed.org> wrote:

You are clearly on my timeline and have had discussion with the Board. We clearly need distancing so is that townhall that much bigger than our Board Room? If you could get me the dimensions of the building that would be most helpful.

Myron Jesme

Administrator - Red Lake Watershed District

1000 Pennington Avenue South







Potential Allocation Scenarios for 2020 Flood Hazard Mitigation GO Bond Funding - \$20M - \$50M April 7, 2020

Project/phase	Description	total estimated project cost	local share	remaining total state need	\$20,000,000	\$25,000,000	\$30,000,000	\$35,000,000	\$40,000,000	\$50,000,000
City of Afton Community Flood Protection (levee)	final phase- closeout construction and right-of-way	\$6,000,000	\$2,090,460	\$750,000	\$750,000					
City of Austin WWTP Flood Protection	new start - flood protection of water treatment facility	\$6,250,000	\$3,125,000	\$3,125,000	\$3,125,000					
City of Breckenridge Community Flood Protection (Federal)	additional phase of interior drainage work	\$3,700,000	\$1,219,638	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000			
City of Carver Levee Improvements	new start - engineering for levee replacement	\$10,000,000	\$2,600,000	\$7,400,000	\$250,000	\$250,000			\$500,000	\$2,000,000
City of Faribault WWTP Flood Protection	new start - flood protection of water treatment facility	\$6,000,000	\$3,000,000	\$3,000,000	\$3,000,000					
Cities of Golden Valley/Crystal/New Hope SEA School flood storage	new phase - flood storage design and construction	\$2,700,000	\$1,400,000	\$1,300,000	\$1,300,000					
City of Jordan community Flood Protection (levee & storage)	new start - engineering for levee	\$6,000,000	\$2,440,000	\$3,560,000	\$1,000,000			\$250,000		\$1,000,000
City of Montevideo (federal COE project)	final phase of federal project - rebuild 1969 levee	\$15,900,000	\$1,705,749	\$3,500,000	\$3,000,000					
City of Moorhead community levee and acquisitions -P2	new phase of work - in-town buyouts and levees	\$42,000,000	\$12,416,444	\$33,000,000	\$3,000,000	\$1,000,000		\$1,000,000	\$1,000,000	\$350,000
City of Waseca Gaiter Lake Acquisitions	new start buys 2 of 4 at-risk homes	\$2,000,000	\$1,000,000	\$1,000,000	\$500,000	\$500,000				
landlocked lake outlets - statewide	engineering and construction of high water basins	tbd	tbd	unknown	\$1,000,000		\$500,000	\$250,000		\$1,500,000
City of Newfolden Community Flood Protection	engineering, right-of-way, construction	\$7,700,000	\$1,900,000	\$5,800,000			\$1,000,000		\$900,000	\$1,950,000
IMPOUNDMENTS and OTHER WATERSHED DISTRICT PROJECTS										
Phase 2 small flood Impdmts. (Cedar River WD)	design & construction of flood impoundments	\$5,000,000	\$2,500,000	\$2,500,000	\$500,000		\$500,000	\$500,000		\$200,000
Roseau Lake Bottom Restoration (RRWD)	land acquisition engineering for flood storage	\$20,000,000	\$5,000,000	\$14,800,000	\$1,000,000	\$1,000,000		\$1,000,000	\$600,000	
other RR WD projects	design & construction of flood impoundments				\$575,000	\$1,250,000	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Black River Impoundment (RLWD)	construction of flood impoundment	\$8,200,000	\$4,100,000	\$4,100,000			\$1,000,000			\$1,000,000
pink cell located in the Red River basin										
TOTAL		\$133,250,000	\$40,397,291	\$82,735,000	\$20,000,000	\$25,000,000	\$30,000,000	\$35,000,000	\$40,000,000	\$50,000,000
green cell indicates state funding would complete the project or phase at current estimated cost										
grey cell indicates local match met in previous phase of work, 100% state for remainder of phases										
all costs based upon current estimates for the identified project or phase and are subject to change as projects advance, bids are received										
DNR Ecological & Water Resources contact: Patrick Lynch 651-259-5691 pat.lynych@state.mn.us										



Potential Allocation Scenarios for 2020 Flood Hazard Mitigation GO Bond Funding 2/5/2020

Project/phase	Description	total estimated project cost	local share	remaining total state need	\$20,000,000
City of Afton Community Flood Protection (levee)	final phase- closeout construction and right-of-way	\$6,000,000	\$2,090,460	\$750,000	\$750,000
City of Austin WWTP Flood Protection	new start - flood protection of water treatment facility	\$6,250,000	\$3,125,000	\$3,125,000	\$3,125,000
City of Breckenridge Community Flood Protection (Federal)	additional phase of interior drainage work	\$3,700,000	\$1,219,638	\$3,000,000	\$1,000,000
City of Carver Levee Improvements	new start - engineering for levee replacement	\$10,000,000	\$2,600,000	\$7,400,000	\$250,000
City of Faribault WWTP Flood Protection	new start - flood protection of water treatment facility	\$6,000,000	\$3,000,000	\$3,000,000	\$3,000,000
Cities of Golden Valley/Crystal/New Hope SEA School flood storage	new phase - flood storage design and construction	\$2,700,000	\$1,400,000	\$1,300,000	\$1,300,000
City of Jordan community Flood Protection (levee & storage)	new start - engineering for levee	\$6,000,000	\$2,440,000	\$3,560,000	\$1,000,000
City of Montevideo (federal COE project)	final phase of federal project - rebuild 1969 levee	\$15,900,000	\$1,705,749	\$3,500,000	\$3,000,000
City of Moorhead community levee and acquisitions -P2	new phase of work - in-town buyouts and levees	\$42,000,000	\$12,416,444	\$33,000,000	\$3,000,000
City of Waseca Gaiter Lake Acquisitions	new start buys 2 of 4 at-risk homes	\$2,000,000	\$1,000,000	\$1,000,000	\$500,000
landlocked lake outlets - statewide	engineering and construction of high water basins	tbd	tbd	unknown	\$1,000,000
IMPOUNDMENTS and OTHER WATERSHED DISTRICT PROJECTS					
Phase 2 small flood Impdmts. (Cedar River WD)	design & construction of flood impoundments	\$5,000,000	\$2,500,000	\$2,500,000	\$500,000
Roseau Lake Bottom Restoration (RRWD)	land acquisition engineering for flood storage	\$20,000,000	\$5,000,000	\$14,800,000	\$1,000,000
other RR WD projects	design & construction of flood impoundments				\$575,000
TOTAL		\$125,550,000	\$38,497,291	\$76,935,000	\$20,000,000
green cell indicates state funding would complete the project or phase at current estimated cost					
grey cell indicates local match met in previous phase of work, 100% state for remainder of phases					
all costs based upon current estimates for the identified project or phase and are subject to change as projects advance, bids are received					
DNR Ecological & Water Resources contact: Patrick Lynch 651-259-5691 pat.lynych@state.mn.us					

Johanneck Plumbing Inc.

Greg A. Johanneck
Red Lake Falls, MN 56750
P: 218-253-4117, F: 218-253-4116

ESTIMATE

April 21, 2020

Schirrick Dam

Nick Olson
Red Lake Watershed Dept.

30 feet of 6 inch clear uv rated PVC \$1,725.00

2 ct. 6 inch PVC male adapters \$48.00

2 ct. 6 inch PVC caps \$51.00

2 ct. 6 inch PVC couplings \$43.00

Shipping \$150.00

Estimated total for materials \$2,017

Labor is \$75.00 per man hour.

*Estimated labor with 2 guys, possibly 3 hours each @\$75.00 per hour=\$450.00

Estimated Labor and Materials: \$2,467.00

This is an estimate. As with any job there is the possibility of unforeseen events which can lead to extra charges.



1430 MAIN AVENUE NORTH P.O. BOX 530 THIEF RIVER FALLS, MN 56701
PHONE 218-681-1903 FAX 218-681-5919

April 16, 2020

Red Lake Watershed
1000 Pennington Ave S
Thief River Falls, MN 56701

RE: Schirrick Dam

Our estimate for the installation of new stem risers at Schirrick Dam in rural Red Lake County is for the sum of **\$1,620**. The following is included:

- Two new 6" clear UV rated PVC pipes on the valve risers
- Fittings to connect to valve stem
- Caps for top of valve stem
- Install risers on valve stems

NO CARPENTRY WORK INCLUDED
NO ELECTRICAL WORK INCLUDED

Submitted by,

A handwritten signature in black ink, appearing to read "Derek R Lee".

Derek R Lee



RLWD Impoundment Update

As of April 22, 2020

- **Little Pine WMA Project #26A**
 - Stop logs still installed will look at potential releases this week
- **Pine Lake Project #35**
 - Lake crested on April 10, 2020 at 1285.15 at a manageable level with no flooding as of April 16, 2020 the lake is still ice covered. Once the lake drops below 1284.0 we will install stoplogs to summer elevation. Inflows are trending down, along with the lake level.
- **Schirrick Dam #25**
 - Pool crested at 988.50 on April 8, 2020. Record crest in 1997 was 988.75. We began releasing water on April 15, 2020. The pool was substantially drained on April 17, 2020.
- **Parnell Impoundment #81**
 - Set record crest at 940.6 – 1.1 feet of water going over the emergency spillway. Began releasing water on April 17, 2020 from the west pool. East pool/Lateral 2 Weir water began releasing on April 14, 2020.
- **Flood Storage Easement Site 1 (Tiedemann Site) Project #133C**
 - Currently we are storing a small amount of water in the pool due to the releases from the west pool of the Parnell Impoundment.
- **Euclid East Impoundment Project #60C**
 - Began releasing water on April 14, 2020. Pool crested at 905.6, which was the second highest crest on record.
- **Brandt Impoundment Project #60D**
 - Began releasing water on April 14, 2020. Pool crested at 915.25, which was the second highest crest on record.
- **Moose River Impoundment Project #13**
 - South Pool – began releasing on April 15, 2020
 - North Pool – began releasing on April 16, 2020
 - Due to high water levels at Agassiz NWR and Thief Lake WMA releases are less than desired from both pools. Both Agassiz and Thief Lake have pools levels that are dropping, so we will be increasing outflows in the near future.



Permit # 20-011

Status Report: **Tabled**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Tom Goddard	Evans Scrap and Steel, Inc.	13203 190th Street NE Thief River Falls, MN 56701		tel:218-686-9453 mobile: fax:

General Information

(1) The proposed project is a:

Dike / Levee

(2) Legal Description

(3) County: **Pennington** Township: **North** Range: **43** Section: **21 1/4: NW1/4**

(4) Describe in detail the work to be performed. **Create ring dike around Evans Scrap and Steel yard.**

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

Status

Status	Notes	Date
Tabled		March 18, 2020
Received		March 12, 2020

Conditions

I recommend this permit be "Tabled" until after the 2020 spring run-off. This will allow for adequate time to observe runoff conditions, water elevations, and existing flow patterns. RLWD staff will perform a topographical survey.

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



Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Rocksbury Township	10617 130th Avenue NE Thief River Falls, MN 567061		tel: mobile: fax:

General Information

- (1) The proposed project is a:
Culvert Installation / Removal / Modification
- (2) Legal Description
- (3) County: **Pennington** Township: **Rocksbury** Range: **43** Section: **9 1/4: SE1/4**
- (4) Describe in detail the work to be performed. **Replace existing culvert**
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Culvert is in poor condition.**

Status

Status	Notes	Date
Approved		April 21, 2020
Received		April 9, 2020

Conditions

Red Lake Watershed District (RLWD) approval to remove a 42" diameter centerline culvert and replace with a 42" diameter culvert. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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



Permit # 20-016

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
David Faldet		27518 290th Street SE McIntosh, MN 56556		tel: mobile: 218-280-1689 fax:

General Information

- (1) The proposed project is a:
Surface Drainage (New Ditch or Improvement)
- (2) Legal Description
- (3) County: **Polk** Township: **Lessor** Range: **41** Section: **2 1/4: NW1/4**
- (4) Describe in detail the work to be performed. **Ditch cleaning in County Road 8 right of way.**
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Poor drainage.**

Status

Status	Notes	Date
Approved		April 21, 2020
Received		April 13, 2020

Conditions

Red Lake Watershed District (RLWD) approval to clean an existing ditch within Polk County Road #8 Right-of-Way & Red Lake County Road #8 Right-of-Way; as per approval of Polk & Red Lake County Highway Department specifications & conditions. Existing culverts shall remain in place at current elevations. RLWD does not permit private field ditching as requested within this permit. Applicant shall contact all appropriate governing bodies concerning wetlands and natural resources. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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



Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Polk County Highway Department	820 Old Highway 75 South Crookston, MN 56716		tel: mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Brandsvold** Range: **40** Section: **19 1/4**:

(4) Describe in detail the work to be performed. **Replace existing culvert with 2-lines 10x6 PCC box culvert with aprons.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Existing structure is structurally and hydraulically deficient.**

Status

Status	Notes	Date
Approved		April 21, 2020
Received		April 15, 2020

Conditions

Red Lake Watershed District (RLWD) approval as per plan-set submitted with the permit application. Permit includes removal of two adjacent lying centerline pipes, an 84" diameter CMP & a 60" diameter RCP and replacing them with one line of 10' X 6' Box Culvert. This is a State Aid Project with P.E. signatures of Richard C. Sanders, Polk County Engineer & Luane Tasa, District State Aid Engineer. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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



Permit # 20-017

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Terrebonne Township	16418 225th Street SE Red Lake Falls, MN 56750		tel: mobile: 218-686-3212 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Terrebonne** Range: **43** Section: **10 1/4: SW1/4**

(4) Describe in detail the work to be performed. **Removal of failed centerline culvert. No replacement.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Township does not think that the failed centerline (24") culvert is necessary.**

Status

Status	Notes	Date
Approved		April 22, 2020
Received		April 13, 2020

Conditions

Red Lake Watershed District (RLWD) approval to remove a 24" diameter centerline culvert that lies under 240th Street SE, approximately 400' east of the intersection of sections 9,10,15 &16 of Terrebonne Township, under the condition that the 18" diameter culvert on the north side of 240th Street SE, adjacent to Beau Gerlot Creek, is up-sized to a 30" diameter culvert. See Map. Or, if applicant so chooses, RLWD approval to remove and replace said centerline pipe, in kind. Therefore, no culvert up-sizing is required of the 18" diameter culvert lying on the north side of 240th Street SE, adjacent to Beau Gerlot Creek. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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



Permit # 20-020

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Marshall County Highway Department	447 South Main Street Warren, MN 56762		tel: mobile: 218-201-1424 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Marshall** Township: **Rollis** Range: **40** Section: **23 1/4**:

(4) Describe in detail the work to be performed. **Replace existing 30" CMP culvert.**

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

Status

Status	Notes	Date
Approved		April 20, 2020
Received		April 15, 2020

Conditions

RLWD approval to remove a failed 30" diameter CMP centerline pipe and replace with a 30" diameter culvert. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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



Permit # 20-023

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Pennington County Highway Department	250 125th Avenue NE Thief River Falls, MN 56701		tel:218-683-7017 mobile: 218-689-0330 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Silverton** Range: **42** Section: **24 1/4: NW1/4**

(4) Describe in detail the work to be performed. **Replace existing pipe in field crossing.**

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

Status

Status	Notes	Date
Approved		April 22, 2020
Received		April 16, 2020

Conditions

RLWD approval to remove a washed-out field crossing that currently has two lines of 30" diameter CMP's and replace with a 54" or 60" diameter culvert. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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

Ashley Hitt

From: Steven Beckwitt <sbeckwitt@esri.com>
Sent: Thursday, April 2, 2020 10:41 AM
To: Ashley Hitt
Subject: Red Lake Watershed District | ECP Application - ashley.hitt@redlakewatershed.org

Follow Up Flag: Follow up
Flag Status: Completed

Hello Ashley,

Thanks for submitting an Esri Conservation Program (ECP) request.

I can offer you software maintenance for 20% of the quoted \$3,434, you would pay \$686.80 plus any taxes if they are charged to you. OK?

thanks, Steve

--

=====
Esri Conservation Program (ECP) Consultant/Grant Manager
<sbeckwitt at esri dot com>
ESRI <https://www.esri.com>
ECP Application https://go.esri.com/ECP_Application
Customer Care <https://my.esri.com>
Esri Support <https://support.esri.com/en/contact-tech-support>
GeoNet <https://community.esri.com>
ArcGIS Online <https://www.arcgis.com>
=====



380 New York Street
 Redlands, CA-92373
 Phone: (909) 793-2853

Invoice : 93810928 Document date : 04/02/2020
 Order : 3727365 Delivery :
 Customer : 127165
 Customer PO : CONSERVATION GRANT
 P.O. Date : 04/02/2020
 End User : 127165 Red Lake Watershed District
 Project :

Bill to:

Red Lake Watershed District
 1000 Pennington Ave S
 Thief River Falls MN 56701

'Invoice'

Page : 1
 Ship to:
 Ashley Hitt
 Red Lake Watershed District
 1000 Pennington Ave
 Thief River Falls MN 56701-4013

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 07/01/2020 End Date: 06/30/2021	
1010	2	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2020 End Date: 06/30/2021	
2010	2	93095 ArcGIS Desktop Basic with Extensions Single Use Secondary Maintenance Start Date: 07/01/2020 End Date: 06/30/2021	

Order Value 686.80
 Item Subtotal 686.80
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Invoice : 93810928 Document date : 04/02/2020
Order : 3727365 Delivery :
Customer : 127165
Customer PO : CONSERVATION GRANT
P.O. Date : 04/02/2020
End User : 127165 Red Lake Watershed District
Project :

'Invoice'

Page : 2

FEIN: 95-2775732

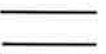
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Environmental Systems Research Institute, Inc.
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Red Lake Watershed District
1000 Pennington Ave S
Thief River Falls MN 56701

Invoice: 93810928 Document Date: 04/02/2020

Order: 3727365

Payer: 127165 Total: USD 686.80

Red Lake Watershed District - Administrators Report

April 23, 2020

Red River Watershed Management Board – LeRoy and I attended the RRWMB via conference call and will be held at 10:00 am April 21, 2020.

Red Lake River 319 Grant – Corey attended a telephone conference at 9:00 am April 8th to discuss the workplan for the upcoming MPCA 319 Grant that was approved for the Red Lake River Watershed. This grant will provide an additional \$467,132 of federal funding for water quality projects in a priority planning area with the Red Lake River and Black River Watershed. This money can be used as a matched with the already approved Red Lake River 1W1P funding. We will be looking at areas on the Black River Impoundment where this funding can be used and matched by either state or local dollars.

There is an additional meeting scheduled for today at 10:00 am to finalize the work plan as well as the budget. When this is completed, we will bring to the Board for your review and approval.

Thief River and Red Lake River – Corey and Ashley attended a PTMApp meeting held at 9:00 am yesterday April 22nd. This meeting was intended to assist in identifying areas in the Watersheds where projects would show the most measurable results.

MnDOT Bid Letting – Minnesota Department of Transportation is having their bid letting for various projects which includes the project located in Thief River Falls.

MnDOT will be hosting a virtual public meeting which is intended to update the public on all their projects withing the Thief River Falls area. They have asked partners from the County, City and Watershed available to answer any questions the public may have. This meeting will take place from 5:00 to 7:00 pm Wednesday, April 29th.

Marshall County Emergency Declaration - I have included a letter from Marshall County concerning potentially eligibility for federal or state disaster declaration for damages related to spring flooding.



Meeting Highlights – April 21, 2020

- 1. Regular Meeting Held Electronically:** The Red River Watershed Management Board (RRWMB) held the April 21, 2020 meeting via conference call according to Minnesota Statutes §13D.021, subdivision 1. The RRWMB will return to in-person meetings when allowable and safe. In the meantime, the RRWMB will continue to use conference calls and other technologies to hold regular board and committee meetings.
- 2. Water Quality Projects Heard:** The RRWMB Managers approved a Water Quality Program at the March 2020 regular meeting. As a result of that action, three water quality projects by the Bois de Sioux Watershed District (WD), Roseau River WD, and Wild Rice WD were presented to the Managers. All three projects were referred on to the RRWMB Water Quality and Monitoring Advisory Committee for review. The Committee will make recommendations back to the Managers at the May 19, 2020 regular RRWMB meeting. The total amount being requested by the member WDs for these three projects is \$1,369,067.
- 3. Approval of Base Funding:** As part of the Water Quality Program approved in March 2020, RRWMB member WDs are eligible for up to \$100,000 for base funding to augment and support local water quality efforts. The Bois de Sioux WD and Roseau River WD each requested \$100,000 for local efforts, with the RRWMB Managers approving these requests.
- 4. Regional Conservation Partnership Program (RCPP):** The Managers discussed the merits of applying for RCPP funds through the United States Department of Agriculture's Natural Resources Conservation Service. Consideration was given towards the upcoming application deadline, member WD funding needs, current RRWMB staff capacity, and potential assistance from RRWMB partners and stakeholders. The Managers determined that the RRWMB should keep informed of this process and that the organization should be prepared to potentially apply for future funding. The Managers also affirmed that if any member WD applies for RCPP funds, that the RRWMB would be supportive of local application efforts.
- 5. 2019 Annual Report:** The draft annual report for 2019 was presented to the Managers. The report was briefly reviewed, discussed, and the Managers approved the document for final preparation and distribution both electronically and in person.
- 6. Legislative Update:** Legislative Liaison Lisa Frenette presented information to the Managers about Minnesota legislative activities related to the 2020 bonding bill. The Managers heard that Governor Walz's bonding bill currently includes only \$20 million for Flood Hazard Mitigation (FHM) funding for the entire state. However, final decisions and agreements have not been made by the Governor and legislature and the RRWMB and Minnesota Association of Watershed Districts (MAWD) recently sent out a call to action. WDs across the state were requested by the RRWMB and MAWD to contact their local legislators to impress upon them the importance of the FHM Program and the need for more than \$20 million for 2020 bonding.
- 7. Next RRWMB Meeting:** Tuesday, May 19, 2020 at 10:00 AM. The meeting will likely be held via electronic means pending the current pandemic situation.



208 E. Colvin Ave, Ste. 5
Warren, MN 56762
218-745-5841

Dear Marshall County Cities, Townships, and other eligible applicants:

Due to the 2020 spring flooding Marshall County is potentially eligible for a federal or state disaster declaration for damages relating to this event. The next step in this process will be the collecting preliminary damage estimates from all local eligible applicants. You are receiving this letter because you have been identified as an eligible applicant. A state disaster declaration will reimburse 75% of all local government's eligible costs, and a federal declaration will reimburse 100% of eligible costs. It is very important that all applicants seeking reimbursement under the Public Assistance Program contact our department and report any damages, with an estimated cost associated with it. If we are deemed eligible by the State of Minnesota a future Applicant Briefing will be scheduled. I would like any jurisdictions with damages to contact me and I will be compiling a list and informing those affected when the Applicant Briefing will occur.

Please contact me if this disaster has affected your jurisdictions.

Sincerely,

Josh Johnston
Emergency Management Director
218-745-5841
Josh.johnston@co.marshall.mn.us

