

RED LAKE WATERSHED DISTRICT

June 11, 2020

Agenda

9:00 a.m.

Via Teleconference

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	May 28, 2020 Minutes	Action
	Financial Report dated June 10, 2020	Action
	Investment Summary	Information
	General Fund Levy Revenue	Information
	General Fund Budget as of May 31, 2020	Information
	Workers Compensation quote and Excess Liability	Info./Action
	Thief River Falls Westside FDR Project No. 178	Information
	Pay Estimate No. 3	Action
	Change Order No. 4	Action
	RLWD Ditch 16, RLWD Project No. 177	Information
	Pay Estimate No. 2	Action
	Judicial Ditch 2, RLWD Project No. 48-Update of Plans	Info./Action
	Improvement to Polk County Ditch 39, RLWD Project No. 179	Information
	Data Practice	Information
	Final Hearing	Information
	Parnell Impoundment-Lease Agreement	Action
	Judicial Ditch #5, (Four-Legged Lake) RLWD Project No. 102	Info./Action
	Red Lake River 1W1P, RLWD Project No. 149 Grant Agreement	Information
	City of Thief River Falls Restoration of Oxbow	Info./Action
	Release of Claims & Indemnification and Hold Harmless Agreement	Info./Action

Seeger Dam, RLWD Project No. 50-Maintenance	Information
Additional GIS License	Action
Civil 3D/AutoCad	Action
Survey Equipment-Frontier Data Collector	Information
Drainage Dispute-Star Township, Pennington County	Information
Enbridge Line 3 Permit	Info./Action
Permit No. 20-072, Earl Pederson, Gervais Township	Info./Action
Permit No. 20-089, Kevin Malwitz, River Township	Info./Action
Tile Permits	Info./Action
Permits: No. 20071, 20073, 20075-20077, 20079, 20081-20083, 20085, and 20090	Action
Administrators Update	Information
Legal Counsel Update	Information
Managers' updates	Information
Adjourn	Action

UPCOMING MEETINGS

June 16, 2020	RRWMB Meeting, 10:00 a.m.
June 25, 2020	RLWD Board Meeting, 9:00 a.m.
July 3, 2020	Independence Day Observed-Office Closed
July 9, 2020	RLWD Board Meeting, 9:00 a.m.

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
Via Conference Call
May 28, 2020

DRAFT

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

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

The Board reviewed the May 14, 2020 minutes. Motion by Page, seconded by Sorenson, to approve the May 14, 2020 Board meeting minutes. Upon roll call vote, motion carried unanimously.

The Board reviewed the Financial Report dated May 27, 2020. Motion by Torgerson, seconded by Dwight, to approve the Financial Report dated May 27, 2020. Upon roll call vote, motion carried unanimously.

The Board reviewed Pay Estimate No. 2 in the amount of \$199,068.23 to R.J. Zavoral and Sons, Inc. for construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Motion by Sorenson, seconded by Page, to approve Pay Estimate No. 2 in the amount of \$199,068.23 to R.J. Zavoral and Sons, Inc., for construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Upon roll call vote, motion carried unanimously.

The Board reviewed Change Order No. 3 for the construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178, with R.J. Zavoral and Sons, Inc., in the amount of \$12,204.00. Administrator Jesme stated that Change Order No. 3 is for an increase in length of the 30-inch steel casing for sanity sewer force main under Highway 32 by 18 feet which is part of the City of TRF portion of the contract. Jesme indicated that since it is part of the City of TRF project, he had HDR Engineering, Inc., add a signature line for TRF representatives to sign. Motion by Dwight, seconded by Ose, to approve Change Order No. 3 in the amount of \$12,204.00 with R.J. Zavoral and Sons, Inc., for construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178, subject to City of TRF approval. Upon roll call vote, motion carried unanimously.

Administrator Jesme indicated that the MPCA received a written complaint regarding compliance of the MPCA Storm Water Pollution Plan for the construction of the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Once a complaint is

received, the MPCA must respond within 48 hours. Jesme indicated that MPCA staff are currently on site with staff from HDR Engineering, Inc., and RJ Zavoral & Son's. Jesme stated that he had no concerns with the written complaint.

The Board reviewed a request from renter Nick Knott on the Black River Impoundment Project, RLWD Project No. 176, requesting the base acres of property owned by the District in Sections 3 and 4, Polk Centre Township, Pennington County, prior to being converted into the wetland bank. Administrator Jesme stated that according to Mr. Knott, he indicated that the renter is the only one that can get the base acres. Manager Tiedemann questioned if that were true or not, but indicated he would check into it. Jesme indicated that he would like to research the matter further and bring this to the Board at a later date. Motion by Dwight, seconded by Ose, to table the matter until further research can be completed. Upon roll call vote, motion carried unanimously.

Construction has begun on Ditch 16, RLWD Project No. 177. Signage has been posted for the closure of Highway 220 on June 8, 2020, to replace the box culvert. It is anticipated that the closure will last one week. The Board reviewed a bill from Pribula Engineering for engineering services as of April 30, 2020, in the amount of \$9,120.00. Motion by Sorenson, seconded by Torgerson, to approve payment to Pribula Engineering in the amount of \$9,120.00. Upon roll call vote, motion carried unanimously.

The Board reviewed an invoice from Pribula Engineering for engineering services on the Improvement to Polk County Ditch 39, RLWD Project No. 179. Administrator Jesme stated that an increase in the bond amount will need to be obtained from the Petitioners prior to payment of this invoice. Jesme discussed a Data Practice Request received on this project.

Administrator Jesme stated that the Red Lake River 1W1P, RLWD Project No. 149, has earmarked \$180,000 for the repairs to the outlet of Ditch 10, RLWD Project No. 161. FEMA is moving through the process of reviewing this project. Right-of-way issues will need to be resolved with the landowners.

The Board reviewed an impoundment update prepared by Staff member Nick Olson. Both pools on the Moose River Impoundment are at summer elevations. Clean-up and maintenance on all impoundments will be completed this summer.

The Board reviewed the revised cost estimate for the Threatt Ring Dike, RLWD Project No. 129AS in the amount of \$96,950.00. The RRWMB has agreed to assist with cost overruns and expenditures which totaled approximately \$35,000. They also agreed to address the procedure to pay for the dikes that may not be completed when the State of Minnesota grant expires the end of June.

The Board reviewed a Memorandum of Agreement for the Clearwater River 1W1P, RLWD Project No. 149B. Administrator Jesme stated that the Clearwater SWCD has taken the lead on the project. Discussion was held on the appointment of Board members to the Policy Committee and Advisory Committee. Motion by Ose, seconded by Torgerson, to authorize President Nelson

the authority to sign the Memorandum of Agreement for the Clearwater River 1W1P, RLWD Project No. 149B and appoint Manager Torgerson as the Delegate, and Manager Dwight as the Alternate to the Policy Committee and Manager Sorenson to the Advisory Committee. Upon roll call vote, motion carried unanimously.

Administrator Jesme discussed a drainage dispute located in Star Township, Pennington County where landowner Bob Miller installed an illegal dike to block the flow of water from going across his field from the neighboring field. It was the consensus of the Board, to send a letter to landowner Bob Miller notifying him to remove the dike prior to the June 11, 2020 Board meeting or further action will be taken by the District.

Motion by Page, seconded by Dwight, to table RLWD Permit No. 20039, Knute Knutson, Gervais Township, Red Lake County, to allow for further review. Upon roll call vote, motion carried unanimously.

The Board reviewed the permits for approval. Motion by Sorenson, seconded by Ose, to approve the following permits with conditions stated on the permit: No.20007, Braf Farmland Holdings, GP., Excel Township, Marshall County; No. 20036, Scott Strand, Badger Township, Polk County; No. 20037, Brent Strand, Badger Township, Polk County; No. 20059, Russia Township, Polk County; No. 20060, Agder Township, Marshall County; No. 20063, Pennington County Highway Department, Hickory Township, Pennington County; No. 20068, Ordean Sundrud, Johnson Township, Polk County; No. 20069, Wayne Kolden, Knute Township, Polk County; No. 20070, Lorraine Mains, Lessor Township, Polk County; and, No. 20074, John Anton, Sanders Township, Pennington County. Motion carried unanimously following roll call vote.

Staff member Tammy Audette reviewed information regarding the adoption of a COVID 19 Preparedness Plan. Motion by Sorenson, seconded by Ose, to approve the adoption of a COVID 19 Preparedness Plan. Motion carried unanimously following roll call vote.

Administrator Jesme reviewed a Data Practice policy. Jesme indicated that as part of the Data Practice Policy the Board should set an hourly rate for staff time for searching and retrieving data. After considerable discussion, motion by Dwight, seconded by Sorenson, to approve the adoption of the Data Practice Policy, using the hourly rate of the Office Manager, and to appoint Staff Member Tammy Audette as the Data Practices Compliance Official and Administrator Jesme as the Responsible Authority. Motion carried unanimously following roll call vote.

Administrators update:

- Jesme and Manager Ose attended the RRWMB meeting via conference call on May 19, 2020.
- Jesme will attend the RRWMB Budget and Finance Committee meeting on June 2, 2020.
- Jesme attended a MnDOT pre-construction telephone conference for all MnDOT projects that were recently bid and awarded to RJ Zavoral & Sons. The meeting reviewed timelines as well as coordination with the District project.

- A new computer was ordered for Staff Member Dave Marshall. Additional computer programs will be needed for Marshall.
- Jesme will present a draft MOA at the next meeting for the West Polk Buffer Compliance. This MOA is a requirement from BWSR to local SWCD's as to how non-compliance of the buffer law will be handled.

Administrator Jesme stated that he had a request for assistance on wetland delineation. Jesme indicated that Staff member Dave Marshall is certified in wetland delineation. It was the consensus of the Board, that if time allows, Staff member Dave Marshall could assist in wetland delineation, using the District's billable rate for Mr. Marshall.

Administrator Jesme indicated that the NRCS RCPP funding application will be submitted today for the Black River Impoundment, RLWD Project No. 176.

Manager Torgerson asked about the drone video of the Judicial Ditch 5, RLWD Project No. 102 (Four-Legged Lake Area). Administrator Jesme stated that Manager Ose and Nate Dalager flew Four-Legged Lake a few weeks ago. Jesme also indicated that two beavers were trapped in the ditch system, and a local contractor will be hired to remove the beaver dam near the outlet of the system.

Manager Dwight questioned if the District should purchase a Drone. Motion by Dwight, seconded by Ose, to authorize the District staff to obtain quotes for the purchase of a drone. Motion carried unanimously following roll call vote.

Motion by Ose, seconded by Torgerson, and passed by unanimous roll call vote to adjourn the meeting.

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report for June 10, 2020

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding for FICA, Medicare, and Federal taxes	439.81
online	MN Department of Revenue	Withholding taxes	31.48
online	EFTPS	Withholding for FICA, Medicare, and Federal taxes	3,872.77
online	MN Department of Revenue	Withholding taxes	668.93
online	Public Employees Retirement Assn.	PERA	2,370.30
38202	Tammy Audette	Reimburse for sanitizing supplies	42.33
38203	Pete C. & Debra Carlson	Temporary right-of-way for Proj. 178-per Board action Apr.2020	150.00
38204	Ashley Hitt	Reimburse for sanitizing supplies	8.94
38205	Pribula Engineering, PLLC	Engineering fees for RLWD Ditch 16	9,120.00
38206	RJ Zavoral & Sons, Inc.	Pay estimate #2-TRF Westside FDR project, Proj. 178	199,068.23
38207	City of Thief River Falls	Electricity, water, sewer, etc.	436.58
38208	Les's Sanitation, Inc.	Garbage pickup	34.70
38209	Pennington County Recorder	Record TRF Westside property for State of MN	92.00
38210	Sjoberg's Cable TV	Internet expense	106.95
38211	Martin Audette	Mow lawn in May and June 3	560.00
38212	Tammy Audette	Clean offices in May	200.00
38213	Corporate Technologies LLC	*See below for explanation	3,965.99
38214	Les Cota	Mow RLWD Ditch 14 area	730.00
38215	Farmers Union Oil Company	Gas for vehicles	315.00
38216	Forestry Suppliers, Inc.	Survey rods and rain gages	632.81
38217	HDR, Inc.	** See below-Engineering fees	3,263.67
38218	Hudson Electric LLC	Install outlets for tvs and phone jack in garage	735.32
38219	Hugo's #7	Board meeting, building maintenance and water quality supplies	70.31
38220	Marco	***See below for explanation	270.41
38221	MN Energy Resources Corp	Heating expense	27.96
38222	Northdale Oil	Pre-purchase vehicle washes	106.66
38223	Olson Construction	Debris cleanup and disposal from Johnson property-TRF Westside Project	2,760.00
38224	Quill Corporation	Post-it notes and different sanitizing supplies	161.41
38225	Rinke Noonan	****See below for legal services explanation	7,508.00
38226	RMB Environmental Laboratories	Lab analysis-wq samples	97.00
38227	TD Ameritrade Trust Company	Deferred Compensation	1,666.92
38228	Gene Tiedemann	Mileage	519.22
38229	TRF Hardware	Stream gaging supplies	42.34
38230	Thief River Ford	Oil change on 2011 Ford (\$56.70)& recall items on 15 Ford(\$0)	56.70
38231	Thief River Falls Times	Graduation ad	35.00
38232	Pribula Engineering, PLLC	Engineering fees for Improv.to Polk County Ditch 39	20,280.00
38233	Quill Corporation	Building sanitizing materials	31.02
38234	Rinke Noonan	Legal fees for Improv. To Polk County Ditch 39	265.50
direct	Brian Dwight	Mileage	161.00
online	Blue Cross Blue Shield	Health insurance premiums	3,431.00
online	Further	Medical FSA	48.20
direct	Aflac	Staff paid insurances	593.76
	Payroll		
	Check #11957-11968		13,690.78
	Total Checks		<u>\$ 278,669.00</u>

***Corporate Technologies LLC**

Computer,monitors,keyboard/mouse-Dave	2,335.99
Computer-Nick	<u>1,630.00</u>
Total	3,965.99

****HDR, Inc.**

Proj. 26 Pine Lake FDR	2,297.38
Proj. 43A Burnham Creek Habitat	<u>966.29</u>
Total	3,263.67

*****Marco**

Microsoft Office 365 (15)	187.50
Copier maintenance	<u>82.91</u>
Total	270.41

******Rinke Noonan**

Proj. 1-Monthly retainer	200.00
Proj. 178-TRF Westside FDR	3,168.00
Proj. 178-TRF Westside FDR (HDR)	<u>4,140.00</u>
Total	7,508.00

Banking**Northern State Bank**

Balance as of May 27, 2020	\$ 281,672.19
Total Checks Written	(278,669.00)
Receipt #989759 Marshall County-Current tax settlement	71,319.53
Receipt #989761 State of MN-Reimburse for Proj. 157E grant	1,208.25
Receipt #989762 Northern State Bank-Monthly interest	100.14
Receipt #989770 Clearwater County-Current and delinquent RE taxes and special revenue	301,199.53
Receipt #989771 Bremer Bank-Close out Money Market account (.37 cents interest)	11,398.84
Receipt #989772 Transfer in from American Federal Bank	<u>200,000.00</u>
Balance as of June 10, 2020	<u><u>\$ 588,229.48</u></u>

Current interest rate is .30%

American Federal Bank-Fosston

Balance as of May 27, 2020	\$ 6,223,306.49
Receipt #989758 Transfer to Northern State Bank	\$ (100,000.00)
Receipt #989760 Red Lake County-Current tax settlement and Special Revenue	191,288.74
Receipt #989763 American Federal Bank-Monthly interest	3,342.09
Receipt #989765 Loren/Marjean Sanderson	761.45
Receipt #989766 Red River Watershed Mgmt. Board-Reimburse for cost share TRF Westside Proj.	112,747.94
Receipt #989767 Unity Bank-Monthly interest on CDARS CD	807.64
Receipt #989768 Marshall County-Current special revenue for St. Dt. 83	13,193.01
Receipt #989769 Mark Holy/Mark Holy Farms-Reimburse for costs for Data Practices materials	142.00
Receipt #989772 Transfer to Northern State Bank	<u>(200,000.00)</u>
Balance as of June 10, 2020	<u><u>\$ 6,245,589.36</u></u>

Current interest rate is .75%

Bremer Bank

Balance as of May 27, 2020	\$ 11,061.21
Receipt #989764 Bremer Bank-Monthly interest	337.26
Receipt #989771 Bremer Bank-Close out Money Market account-interest earned	0.37
Receipt #989771 Bremer Bank-Close out Money Market account	<u>(11,398.84)</u>
Balance as of June 10, 2020	<u><u>\$ -</u></u>

Interest rate was .28% at time of closing account

Red Lake Watershed District
as of June 10, 2020

<u>Name of Institution</u>	<u>Purchase/ Current Value</u>	<u>Int. Rate</u>	<u>Mat. Date</u>	<u>*Maturity Amount</u>
10010 Northern State Bank (checking)	\$ 588,229.48	0.30%		\$ 588,229.48
10030 American Federal Bank Fosston	\$ 6,245,589.36	0.75%		\$ 6,245,589.36 *
10380 Edward Jones (Bank Baroda NY)	\$ 200,000.00	1.75%	7/31/2020	\$ 201,750.00
10260 CDARS-The Park Nat'l Bank, Newark, OH (int.pd quarterly via check)	\$ 200,000.00	2.25%	9/5/2020	\$ 200,000.00
10710 CDARS-Poppy Bank & Park Nat'l Bank (int.pd monthly via check)	\$ 200,000.00	2.50%	10/1/2020	\$ 200,000.00
	<u>\$ 7,433,818.84</u>			<u>\$ 7,435,568.84</u>

* \$ designated for Ditch 16

Administrative - Tax Levy Procedures

The Administrative budget will be set annually by the Board of Managers in September.

The levied amount will be calculated on the following basis:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Beltrami	5.911	Marshall	6.106
Clearwater	8.341	Polk	48.535
Koochiching	.422	Roseau	.020
Itasca	.074	Pennington	19.825
Mahnomen	.124	Red Lake	10.642

This percentage is based upon the assessed value in each county and on the total assessed value in the Red Lake Watershed area and is calculated to arrive at each counties percentage. This will be reviewed every three years starting in 1988. The Bookeeper will contact each county assessor in May of every third year and obtain the previous years valuation.

The budgeted amount for each county will be levied on a lump sum basis. Upon receipt of the tax collection in June, half of the budget amount for Administration from that county will be credited and the remainder will be divided equally to Administrative Construction, RLWD Accounty No. 15, and the Lower Red River Watershed Management Board.

Administrative Construction

The Administrative Construction levy will be set by the Lower Red River Watershed Management Board in August and will be accepted and levied by the Red Lake Watershed Board of Managers in September of each year.

The mil rate will be collected, half of the mil levy will be levied to the Red Lake Watershed District Administrative Construction, Account No. 15. The other half of the mil levy will be returned to the Lower Red River Watershed Management Board treasurer by July 1 and by January 1 of each year.

Wetlands Credits, delinquent tax, homestead tax credits, enterprise zone credits, native prairie credits, mobile home homestead credits, wetlands reimbursements, etc. will be broken down on a 50/50 basis to Administrative Construction and Lower Red River Watershed Management Board.

2019 GENERAL FUND BUDGET

as of May 31, 2020

(unaudited)

	2020 BUDGET	2020 Exp	(over) under	2nd Qtr Exp.
		TO 5-31-20		6/30/2020
Manager's fees, salaries	33,400.00	10,870.00	22,530.00	16,700.00
Board of Manager's expense	22,000.00	5,608.36	16,391.64	11,000.00
Staff salaries	460,000.00	172,304.18	287,695.82	230,000.00
Payroll taxes	35,190.00	13,966.66	21,223.34	17,595.00
Employee benefits	60,000.00	26,296.56	33,703.44	30,000.00
Travel and meetings(inc. mileage & exp.	5,000.00	880.39	4,119.61	2,500.00
Audit	9,450.00	9,450.00	0.00	4,725.00
Legal	16,000.00	5,392.00	10,608.00	8,000.00
Office supplies	20,000.00	4,044.41	15,955.59	10,000.00
Office equipment	50,000.00	6,841.90	43,158.10	25,000.00
Appraiser/Viewer Expense	2,000.00	0.00	2,000.00	1,000.00
Professional services (inc. Eng. Fees)	20,000.00	11,852.63	8,147.37	10,000.00
Dues and subscriptions	10,000.00	8,018.00	1,982.00	5,000.00
Insurance and bonds	25,000.00	0.00	25,000.00	12,500.00
Repairs and maintenance-Building	15,000.00	3,779.67	11,220.33	7,500.00
Utilities	10,000.00	4,492.91	5,507.09	5,000.00
Advertising and publications	4,000.00	6,398.98	(2,398.98)	2,000.00
Telephone	11,000.00	3,532.68	7,467.32	5,500.00
Vehicle expense and maintenance	14,000.00	2,905.66	11,094.34	7,000.00
Engineering supplies	3,000.00	157.68	2,842.32	1,500.00
Engineering equipment	18,000.00	0.00	18,000.00	9,000.00
Interest	0.00	0.00	0.00	0.00
TOTAL	843,040.00	296,792.67	546,247.33	421,520.00
Less: Overhead	690,000.00	262,922.15	(427,077.85)	345,000.00
Less: Miscellaneous revenue	7,000.00	379.40	(6,620.60)	3,500.00
General Fund Budget	146,040.00	33,491.12	112,548.88	73,020.00

		TO 5-31-20
January 1, 2020 Beg. Balance	151,168.90	151,168.90
County levies revenue	0.00	6,428.40
Misc. revenue		0.00
Gross balance with revenue		<u>157,597.30</u>
Less net expenses		<u>(33,491.12)</u>
Subtotal- General Fund w/o interest		124,106.18
Plus interest earned-if allocated to GF 100%		<u>46,426.69</u>
General Fund Balance 5-31-20		<u><u>170,532.87</u></u>

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
 145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of Less than \$25,000

RED LAKE WATERSHED DISTRICT
 1000 PENNINGTON AVE S
 THIEF RIVER FALLS, MN 56701-4013

Agreement No.: WC 1003703_Q-4
 Agreement Period:
 From: 07/12/2020
 To: 07/12/2021

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

	Manual Premium	3,942
	Credit 0.94	-237
	Standard Premium	3,705
	Deductible Credit 0.00%	0
	Premium Discount	0
	Net Deposit Premium	\$3,705
	Adjustment for Commission*	0
	Total Net Deposit Premium	\$3,705

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
 00985 Northern State Agency
 Po Box 639
 Thief River Falls, MN 56701-0639

Notice of Premium Options for Standard Premiums of Less than \$25,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

NET DEPOSIT PREMIUM

1. **Regular Premium Option**

\$3,705

2. **Deductible Premium Option**

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 3,705. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	<u>Deductible per Occurrence</u>	<u>Premium Credit</u>	<u>Credit Amount</u>	<u>Net Deposit Premium</u>
<input type="checkbox"/>	\$250	0.90%	-33	3,672
<input type="checkbox"/>	\$500	1.60%	-59	3,646
<input type="checkbox"/>	\$1,000	2.60%	-96	3,609
<input type="checkbox"/>	\$2,500	4.50%	-167	3,538
<input type="checkbox"/>	\$5,000	6.50%	-241	3,464
<input type="checkbox"/>	\$10,000	9.00%	-333	3,372
<input type="checkbox"/>	\$25,000	15.00%	-556	3,149
<input type="checkbox"/>	\$50,000	20.00%	-741	2,964

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature
Title
Date

**Notice of Premium Options for Standard Premiums of Less than \$25,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST. PREM</u>
218,000	0.78	8810	CLERICAL OFFICE EMPLOYEES NOC	1,700
320,000	0.67	9410	MUNICIPAL EMPLOYEES	2,144
18,200	0.54	9411	ELECTED OR APPOINTED OFFICIALS	98
Manual Premium				3,942

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



Contractor's Application and Certificate for Payment Summary

To (Owner): Red Lake Watershed District	From (Contractor): R.J. Zavoral & Sons, Inc.	Via (Engineer): Nathan P. Dalager
Owner's Project No.: 178	Contractor's Project No.:	Engineer's Project No.: 10134290
For (Contract): Thief River Falls Westside Flood Damage Reduction Project	Application No.: 3	Application Period: 5/21/2020 - 6/4/2020

**Application for Payment
Change Order Summary**


Change Orders Approved by Owner:			
Number	Date Approved	Additions	Deductions
1	5/5/2020	\$ 173,944.09	\$ -
2	5/14/2020	\$ -	\$ 27,577.00
3	5/28/2020	\$ 12,204.00	\$ -
4		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTALS		\$ 186,148.09	\$ 27,577.00
NET CHANGE BY CHANGE ORDERS		\$	\$ 158,571.09

1. ORIGINAL CONTRACT PRICE	\$ 6,632,761.68
2. NET CHANGE BY CHANGE ORDERS	\$ 158,571.09
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 6,791,332.77
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ 785,960.17
5. RETAINAGE: 5% of Completed Work and Stored Material	\$ 39,298.01
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 746,662.16
7. LESS PREVIOUS PAYMENTS	\$ 390,188.28
8. AMOUNT DUE THIS APPLICATION	\$ 356,473.89
9. BALANCE TO FINISH	\$ 6,005,372.60
10. PERCENT COMPLETE	11.57%

Contractor's Certification

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

Contractor:

By: 	Date: 06/09/2020
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Payment of:
\$ 356,473.89 is recommended.

HDR Engineering, Inc.
By:  Date: 6/8/2020

Red Lake Watershed District
By: _____ Date: _____



Contractor's Application and Certificate for Payment Summary

To (Owner): Red Lake Watershed District	From (Contractor): R.J. Zavoral & Sons, Inc.	Via (Engineer): Nathan P. Dalager
Owner's Project No.: 178	Contractor's Project No.:	Engineer's Project No.: 10134290
For (Contract): Thief River Falls Westside Flood Damage Reduction Project	Application No.: 3	Application Period: 5/21/2020 - 6/4/2020

Summary of Previous Payments

Application No.	Application Period	Payment Amount
1	4/20/2020 - 5/7/2020	\$ 191,120.05
2	5/7/2020 - 5/21/2020	\$ 199,068.23

Application No.	Application Period	Payment Amount



Contractor's Application and Certificate for Payment

For (contract):		Thief River Falls Westside Flood Damage Reduction Project					Contractor:		R.J. Zavoral & Sons, Inc.						
Application No.:		3					Application Period:		5/21/2020 - 6/4/2020						
A				B		C		D	E		F	G	H	I	J
Item				Work Completed		Materials Presently Stored (not in C or D)		Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish			
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period					(A - F)			
2021.501	MOBILIZATION	LUMP SUM	1	\$259,500.00	\$259,500.00	0.25	0.25	0.0	0.5	50.00%	\$64,875.00	\$129,750.00	0.50		
2101.501	CLEARING AND GRUBBING	LUMP SUM	1	\$27,725.00	\$27,725.00	1.0	0.0	0.0	1	100.00%	\$0.00	\$27,725.00	0.0		
2104.503	REMOVE 24" CS PIPE CULVERT	LIN FT	68	\$10.00	\$680.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	68.0		
2104.503	REMOVE 115" x 72" RC ARCH PIPE	LIN FT	92	\$19.00	\$1,748.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	92.0		
2104.503	REMOVE 138" x 88" RC ARCH PIPE	LIN FT	74	\$20.00	\$1,480.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	74.0		
2104.503	REMOVE 154" x 97" RC ARCH PIPE	LIN FT	80	\$23.00	\$1,840.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	80.0		
2104.503	SALVAGE 60" RC ARCH PIPE	LIN FT	150	\$24.50	\$3,675.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	150.0		
2104.502	SALVAGE SIGN TYPE A	EACH	14	\$200.00	\$2,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	14.0		
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	832	\$2.50	\$2,080.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	832.0		
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2946	\$8.65	\$25,482.90	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2946.0		
2105.607	SPOIL HAULING (P)	CU YD	35480	\$7.95	\$282,066.00	0.0	1,000	0.0	1000	2.82%	\$7,950.00	\$7,950.00	34480.0		
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	9876	\$1.55	\$15,307.80	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	9876.0		
2105.507	COMMON EXCAVATION (P)	CU YD	595137	\$2.68	\$1,594,967.16	64250.0	51,000	0.0	115250	19.37%	\$136,680.00	\$308,870.00	479887.0		
2105.507	COMMON BORROW (CV)	CU YD	10035	\$6.80	\$68,238.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	10035.0		
2118.509	AGGREGATE SURFACING, CLASS 1	TON	90	\$17.80	\$1,602.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	90.0		
2118.509	AGGREGATE SURFACING, CLASS 5	TON	2151	\$11.00	\$23,661.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2151.0		
2211.509	AGGREGATE BASE, CLASS 3	TON	929	\$10.00	\$9,290.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	929.0		
2211.509	AGGREGATE BASE, CLASS 5	TON	1137	\$11.00	\$12,507.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1137.0		
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	367	\$90.00	\$33,030.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	367.0		
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	175	\$90.00	\$15,750.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	175.0		
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	409	\$100.00	\$40,900.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	409.0		
2411.507	STRUCTURAL CONCRETE (3G52) (P)	CU YD	21	\$2,000.00	\$42,000.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	21.0		
2411.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	10270	\$2.15	\$22,080.50	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	10270.0		
2412.502	10X8 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	\$16,255.00	\$32,510.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0		
2412.502	12X8 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	\$17,600.00	\$35,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0		
2412.502	12X10 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	1	\$27,365.00	\$27,365.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0		
2412.503	10X8 PRECAST CONCRETE BOX CULVERT	LIN FT	84	\$1,075.00	\$90,300.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	84.0		
2412.503	12X8 PRECAST CONCRETE BOX CULVERT	LIN FT	102	\$1,125.00	\$114,750.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	102.0		
2412.503	12X10 PRECAST CONCRETE BOX CULVERT	LIN FT	120	\$1,335.00	\$160,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	120.0		
2442.501	REMOVE EXISTING BRIDGE	LUMP SUM	2	\$5,700.00	\$11,400.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0		
2451.507	GRANULAR BEDDING (CV)	CU YD	5084	\$11.15	\$56,686.60	150.0	150	0.0	300	5.90%	\$1,672.50	\$3,345.00	4784.0		
2461	FLOWABLE FILL CONCRETE	CU YD	211	\$140.00	\$29,540.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	211.0		
2501.502	24" CAS PIPE APRON	EACH	3	\$375.00	\$1,125.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0		
2501.502	30" CAS PIPE APRON	EACH	2	\$598.00	\$1,196.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0		
2501.502	36" CAS PIPE APRON	EACH	4	\$930.00	\$3,720.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	4.0		
2501.502	18" CS PIPE APRON	EACH	18	\$170.00	\$3,060.00	2.0	0	0.0	2	11.11%	\$0.00	\$340.00	16.0		
2501.502	24" CS PIPE APRON	EACH	6	\$230.00	\$1,380.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	6.0		



Contractor's Application and Certificate for Payment

For (contract):		Thief River Falls Westside Flood Damage Reduction Project					Contractor:		R.J. Zavoral & Sons, Inc.						
Application No.:		3					Application Period:		5/21/2020 - 6/4/2020						
A			B			C		D	E		F	G	H	I	J
Item			Work Completed			Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish (A - F)				
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period								
2501.502	36" CS PIPE APRON	EACH	1	\$525.00	\$525.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0		
2501.502	48" CS PIPE APRON	EACH	8	\$1,100.00	\$8,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	8.0		
2501.502	FLAP GATE FOR 18"CS PIPE	EACH	16	\$685.00	\$10,960.00	2.0	0	0.0	2	12.50%	\$0.00	\$1,370.00	14.0		
2501.502	FLAP GATE FOR 24"CS PIPE	EACH	3	\$760.00	\$2,280.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0		
2501.503	24" CAS PIPE CULVERT	LIN FT	222	\$40.00	\$8,880.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	222.0		
2501.503	30" CAS PIPE CULVERT	LIN FT	68	\$55.00	\$3,740.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	68.0		
2501.503	36" CAS PIPE CULVERT	LIN FT	143	\$65.00	\$9,295.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	143.0		
2501.503	15" CS PIPE CULVERT	LIN FT	20	\$32.00	\$640.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	20.0		
2501.503	18" CS PIPE CULVERT	LIN FT	1054	\$33.00	\$34,782.00	94.0	94	0.0	188	17.84%	\$3,102.00	\$6,204.00	866.0		
2501.503	24" CS PIPE CULVERT	LIN FT	262	\$40.00	\$10,480.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	262.0		
2501.503	48" CS PIPE CULVERT	LIN FT	271	\$105.00	\$28,455.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	271.0		
2501.503	84" CS PIPE CULVERT (BEVEL CUT ENDS)	LIN FT	636	\$187.00	\$118,932.00	196.0	248	0.0	444	69.81%	\$46,376.00	\$83,028.00	192.0		
2501.503	102" SPAN CS PIPE ARCH CULVERT (BEVEL CUT ENDS)	LIN FT	67	\$220.00	\$14,740.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	67.0		
2501.503	30" STEEL CASING PIPE - JACK INSTALLED	LIN FT	169	\$678.00	\$114,582.00	0.0	5	0.0	5	2.96%	\$3,390.00	\$3,390.00	164.0		
2501.503	30" STEEL CASING PIPE	LIN FT	106	\$772.00	\$81,832.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	106.0		
2501.503	36" STEEL CASING PIPE	LIN FT	59	\$177.00	\$10,443.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	59.0		
2501.503	54" STEEL CASING PIPE - JACK INSTALLED	LIN FT	168	\$1,500.00	\$252,000.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	168.0		
2501.515	18" RC PIPE APRON	EACH	3	\$540.00	\$1,620.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0		
2501.515	24" RC PIPE APRON	EACH	8	\$630.00	\$5,040.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	8.0		
2501.515	36" RC PIPE APRON	EACH	3	\$1,160.00	\$3,480.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0		
2503.503	36" CS PIPE SEWER	LIN FT	738	\$67.00	\$49,446.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	738.0		
2503.503	12" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	23	\$50.00	\$1,150.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	23.0		
2503.503	15" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	19	\$55.00	\$1,045.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	19.0		
2503.503	18" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	164	\$58.00	\$9,512.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	164.0		
2503.503	24" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	1020	\$56.00	\$57,120.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1020.0		
2503.503	36" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	823	\$106.00	\$87,238.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	823.0		
2503.503	48" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	2036	\$167.00	\$340,012.00	0.0	80	0.0	80	3.93%	\$13,360.00	\$13,360.00	1956.0		
2503.503	54" RC PIPE SEWER DESIGN 3006, CLASS III	LIN FT	2284	\$212.00	\$484,208.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2284.0		
2503.503	54" RC PIPE SEWER DESIGN 3006, CLASS IV	LIN FT	108	\$238.00	\$25,704.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	108.0		
2503.503	60" RC PIPE CULVERT DESIGN 3006, CLASS III	LIN FT	16	\$248.00	\$3,968.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	16.0		
2503.602	CONNECT TO EXISTING FORCE MAIN	EACH	2	\$1,800.00	\$3,600.00	0.0	2	0.0	2	100.00%	\$3,600.00	\$3,600.00	0.0		
2506.502	CONSTRUCT DRAINAGE STRUCTURE 36" CS PIPE RISER	EACH	2	\$1,100.00	\$2,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0		
2506.502	CONSTRUCT 4X4 DRAINAGE STRUCTURE, PRECAST	EACH	3	\$7,475.00	\$22,425.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0		
2506.502	CONSTRUCT 6X6 DRAINAGE STRUCTURE, PRECAST	EACH	10	\$11,085.00	\$110,850.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	10.0		
2506.502	CONSTRUCT 8X6 DRAINAGE STRUCTURE, PRECAST	EACH	10	\$14,815.00	\$148,150.00	0.0	1	0.0	1	10.00%	\$14,815.00	\$14,815.00	9.0		
2506.502	CONSTRUCT 8X8 DRAINAGE STRUCTURE, PRECAST	EACH	2	\$14,400.00	\$28,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0		
2506.502	CONSTRUCT 10X6 DRAINAGE STRUCTURE, PRECAST	EACH	1	\$15,915.00	\$15,915.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0		



Contractor's Application and Certificate for Payment

For (contract):		Thief River Falls Westside Flood Damage Reduction Project				Contractor:		R.J. Zavoral & Sons, Inc.						
Application No.:		3				Application Period:		5/21/2020 - 6/4/2020						
A					B	C		D	E	F	G	H	I	J
Item					Work Completed			Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish (A - F)	
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period							
2506.502	CONSTRUCT 10X8 DRAINAGE STRUCTURE, PRECAST	EACH	1	\$34,850.00	\$34,850.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2506.502	CASTING ASSEMBLY - BEEHIVE GRATE AND FRAME	EACH	3	\$1,250.00	\$3,750.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2506.502	CASTING ASSEMBLY - COVER AND FRAME	EACH	3	\$780.00	\$2,340.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3.0	
2511.507	RANDOM RIPRAP - SPECIAL (CLASS 3)	CU YD	1044	\$105.00	\$109,620.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1044.0	
2511.507	RANDOM RIPRAP - SPECIAL (CLASS 4)	CU YD	362	\$105.00	\$38,010.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	362.0	
2511.507	RANDOM RIPRAP - SPECIAL (D50 = 18")	CU YD	1450	\$105.00	\$152,250.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1450.0	
2511.507	RANDOM RIPRAP (CLASS 2)	CU YD	225	\$85.00	\$19,125.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	225.0	
2511.507	RANDOM RIPRAP (CLASS 3)	CU YD	2057	\$85.00	\$174,845.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2057.0	
2511.507	RANDOM RIPRAP (CLASS 4)	CU YD	1063	\$85.00	\$90,355.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1063.0	
2511.509	GRANULAR FILTER MATERIAL	TON	354	\$85.00	\$30,090.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	354.0	
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	110	\$54.00	\$5,940.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	110.0	
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$25,000.00	\$25,000.00	0.50	0.25	0.0	0.75	75.00%	\$6,250.00	\$18,750.00	0.3	
2563.601	DETOUR SIGNING	LUMP SUM	1	\$13,550.00	\$13,550.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	6	\$2,600.00	\$15,600.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	6.0	
2573.502	STORM DRAIN INLET PROTECTION	EACH	4	\$125.00	\$500.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	4.0	
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	782	\$5.50	\$4,301.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	782.0	
2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	160	\$17.00	\$2,720.00	50.0	50	0.0	100	62.50%	\$850.00	\$1,700.00	60.0	
2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	2546	\$3.00	\$7,638.00	0.0	337	0.0	337	13.24%	\$1,011.00	\$1,011.00	2209.0	
2574.505	SOIL BED PREPARATION	ACRE	10.8	\$200.00	\$2,160.00	0.0	0.0	0.0	0	0.00%	\$0.00	\$0.00	10.8	
2574.508	FERTILIZER, TYPE 1	POUND	18800	\$0.50	\$9,400.00	0.0	2,800	0.0	2800	14.89%	\$1,400.00	\$1,400.00	16000.0	
2574.508	FERTILIZER, TYPE 3	POUND	220	\$0.50	\$110.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	220.0	
2575.504	TURF REINFORCEMENT MAT, CATEGORY 4	SQ YD	3200	\$16.00	\$51,200.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	3200.0	
2575.505	SEEDING	ACRE	75.1	\$300.00	\$22,530.00	0.0	14.0	0.0	14	18.64%	\$4,200.00	\$4,200.00	61.1	
2575.505	DISK ANCHORING	ACRE	75.1	\$20.00	\$1,502.00	0.0	14.0	0.0	14	18.64%	\$280.00	\$280.00	61.1	
2575.508	SEED MIXTURE, 25-131	POUND	2332	\$4.00	\$9,328.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2332.0	
2575.508	SEED MIXTURE, 25-141	POUND	4388	\$4.00	\$17,552.00	0.0	826	0.0	826	18.82%	\$3,304.00	\$3,304.00	3562.0	
2575.508	HYDRAULIC MULCH MATRIX	POUND	22260	\$0.85	\$18,921.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	22260.0	
2575.509	MULCH MATERIAL TYPE 1	TON	150.2	\$80.00	\$12,016.00	0.0	28.0	0.0	28	18.64%	\$2,240.00	\$2,240.00	122.2	
2575.523	WATER	M GAL	223	\$50.00	\$11,150.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	223.0	
2575.604	ROLLED EROSION CONTROL PREVENTION CATEGORY 25	SQ YD	5778	\$1.69	\$9,764.82	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	5778.0	
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	1156	\$3.20	\$3,699.20	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1156.0	
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	265	\$2.00	\$530.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	265.0	
2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	115.6	\$2.00	\$231.20	0.0	0.0	0.0	0	0.00%	\$0.00	\$0.00	115.6	
2722.549	8" PVC SDR-26 FORCE MAIN	LIN FT	2408	\$28.00	\$67,424.00	1966.0	0	0.0	1966	81.64%	\$0.00	\$55,048.00	442.0	
2722.549	8" FORCE MAIN DIRECTIONAL BORE (FUSIBLE PVC C900)	LIN FT	344	\$100.00	\$34,400.00	344.0	0	0.0	344	100.00%	\$0.00	\$34,400.00	0.0	
2722.549	20" PVC FORCE MAIN	LIN FT	2437	\$74.00	\$180,338.00	0.0	335	0.0	335	13.75%	\$24,790.00	\$24,790.00	2102.0	
2722.554	DUCTILE IRON FITTINGS (8" & 20")	POUND	2623	\$6.50	\$17,049.50	0.0	1,652	0.0	1652	62.98%	\$10,738.00	\$10,738.00	971.0	
2722.563	AIR RELEASE MANHOLE	EACH	1	\$15,250.00	\$15,250.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	



Contractor's Application and Certificate for Payment

For (contract):		Thief River Falls Westside Flood Damage Reduction Project				Contractor:		R.J. Zavoral & Sons, Inc.					
Application No.:		3				Application Period:		5/21/2020 - 6/4/2020					
A					B	C	D	E	F	G	H	I	J
Item					Work Completed			Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period						(A - F)
CO-1	SALES TAX REIMBURSEMENT	LS	1	\$173,944.09	\$173,944.09	0.0	0.14	0.0	0.14	14.00%	\$24,352.17	\$24,352.17	0.86



Contractor's Application and Certificate for Payment

For (contract):		Thief River Falls Westside Flood Damage Reduction Project - MnDOT Trunk Highway No. 1 (SP 5701-33)					Contractor:		R.J. Zavoral & Sons, Inc.					
Application No.:		3					Application Period:		5/21/2020 - 6/4/2020					
A			B		C		D	E		F	G	H	I	J
Item					Work Completed		Materials Presently Stored (not in C or D)		Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Balance to Finish (A - F)	
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period							
2021.501	MOBILIZATION	LUMP SUM	1	\$25,000.00	\$25,000.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	112	\$2.50	\$280.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	112.0	
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	706	\$9.00	\$6,354.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	706.0	
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	826	\$1.55	\$1,280.30	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	826.0	
2118.509	AGGREGATE SURFACING CLASS 1	TON	75	\$18.00	\$1,350.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	75.0	
2211.509	AGGREGATE BASE, CLASS 5	TON	236	\$11.00	\$2,596.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	236.0	
2232.603	MILLED RUMBLE STRIPS - INTERMITTENT	LIN FT	454	\$5.50	\$2,497.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	454.0	
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	308	\$100.00	\$30,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	308.0	
2412.502	12X6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2	\$12,950.00	\$25,900.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2412.503	12X6 PRECAST CONCRETE BOX CULVERT	LIN FT	98	\$1,070.00	\$104,860.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	98.0	
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	368	\$15.00	\$5,520.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	368.0	
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	220	\$2.15	\$473.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	220.0	
2511.607	RANDOM RIPRAP - SPECIAL	CU YD	85	\$105.00	\$8,925.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	85.0	
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$11,500.00	\$11,500.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2563.601	DETOUR SIGNING	LUMP SUM	1	\$7,000.00	\$7,000.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1.0	
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	\$3,900.00	\$7,800.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	2.0	
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	262	\$6.00	\$1,572.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	262.0	
2574.508	FERTILIZER TYPE 3	POUND	50	\$0.50	\$25.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	50.0	
2575.505	SEEDING	ACRE	0.3	\$500.00	\$150.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	0.3	
2575.505	DISK ANCHORING	ACRE	0.3	\$50.00	\$15.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	0.3	
2575.508	SEED MIXTURE, 25-141	POUND	15	\$5.00	\$75.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	15.0	
2575.509	MULCH MATERIAL TYPE 1	TON	0.5	\$200.00	\$100.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	0.5	
2575.604	ROLLED EROSION CONTROL PREVENTION CATEGORY 25	SQ YD	1392	\$1.75	\$2,436.00	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	1392.0	
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	454	\$3.20	\$1,452.80	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	454.0	
2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	227	\$0.30	\$68.10	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	227.0	
CO-1	SALES TAX REIMBURSEMENT	LS	1	\$173,944.09	\$173,944.09	0.0	0	0.0	0	0.00%	\$0.00	\$0.00	0.00	

Date of Issuance: June 5, 2020	Effective Date: Upon Execution
Owner: Red Lake Watershed District	Owner's Contract No.: No. 178
Contractor: RJ Zavoral and Sons, Inc	Contractor's Project No.: NA
Engineer: AE2S	Engineer's Project No.: P00830-2017-003
Project: Thief River Falls West Side Flood Damage Reduction Project (RLWD Project #178)	Contract Name: LS 9 Improvements and FM Replacement – Ph2

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

Description: Increase the length of the 30-inch steel casing for sanitary sewer force main under Highway 32 by 23 feet. This increase will place the bore pit east of the power pole.

Attachments: None, the bid form unit price (\$678.00/ft) will be used for the additional footage.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>6,632,761.68</u>	Original Contract Times: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>158,571.09</u>	Contract Times Adjustment from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days
Contract Price prior to this Change Order: \$ <u>6,791,332.77</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates
Increase of this Change Order: \$ <u>15,594.00</u>	Contract Times Adjustment of this Change Order: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates
Contract Price incorporating this Change Order: \$ <u>6,806,926.77</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>October 15, 2020</u> days or dates

RECOMMENDED: By: <u>Richard A. Wagoner</u> Engineer (if required) Title: <u>Project Manager</u> Date: <u>June 5, 2020</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Title: <u>Treasurer</u> Date: <u>6/8/2020</u>
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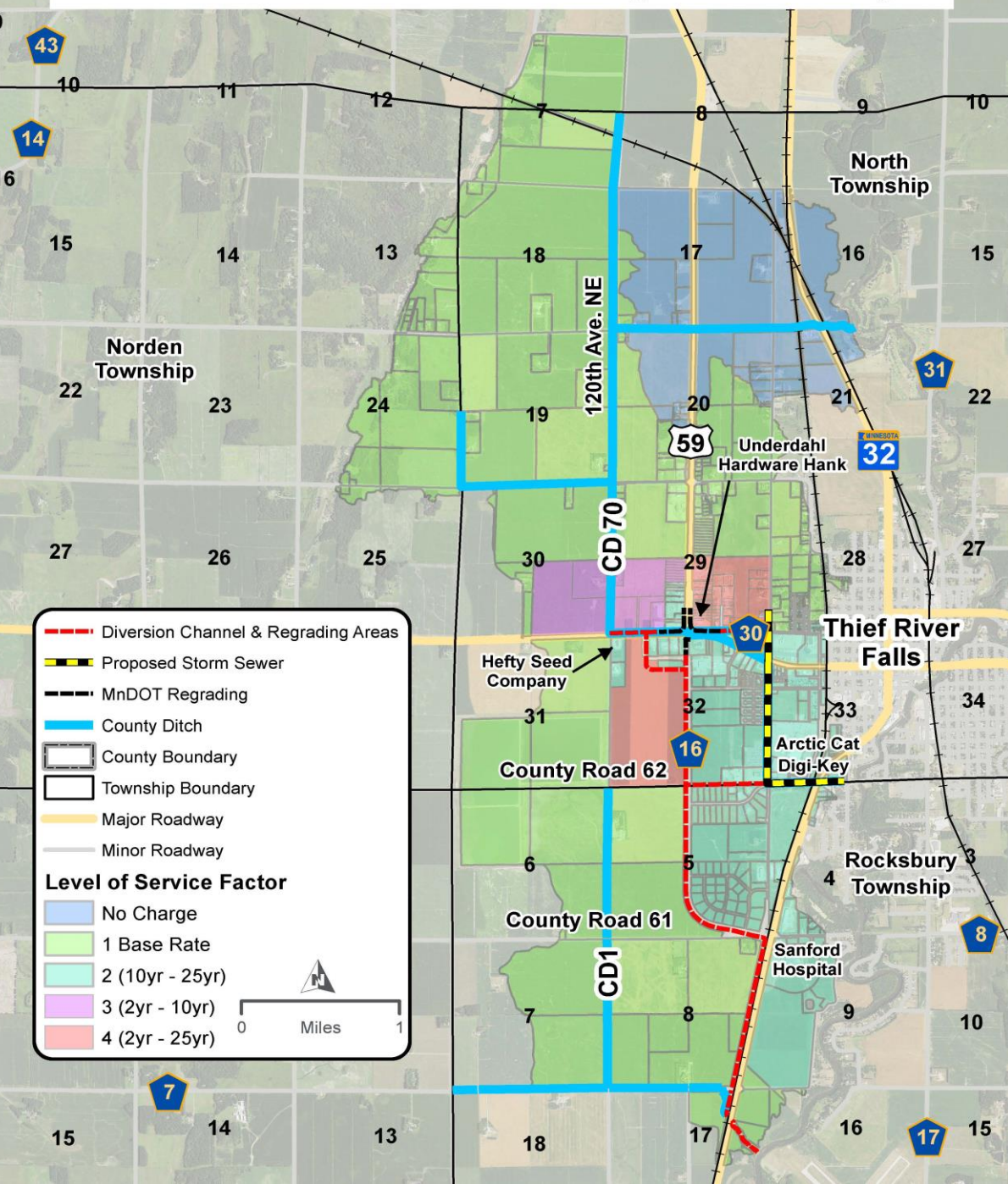
Accepted by Thief River Falls, MN
By: Wayne [Signature]
Title: Water Systems Superintendent
Date: 6-8-20

Project Update: Thief River Falls Westside Diversion Flood Damage Reduction Project

Myron Jesme, Administrator, Red Lake Watershed District

June 11, 2020

Thief River Falls Westside Flood Damage Reduction Project 3



Legend

- Diversion Channel & Regrading Areas
- Proposed Storm Sewer
- MnDOT Regrading
- County Ditch
- County Boundary
- Township Boundary
- Major Roadway
- Minor Roadway

Level of Service Factor

- No Charge
- 1 Base Rate
- 2 (10yr - 25yr)
- 3 (2yr - 10yr)
- 4 (2yr - 25yr)

0 Miles 1



Photograph of diversion construction at the north end of the project area on May 20, 2020. Photograph courtesy of Robert Sip.



Photograph of diversion construction at the north end of the project area June 9, 2020.
Photograph courtesy of Myron Jesme



Photograph of new steel culverts that will be used for road crossings on May 20, 2020. Photograph courtesy of Robert Sip.



Photograph of new plastic pipe to be installed on May 20, 2020. Photograph courtesy of Robert Sip.



Photograph of new steel pipe being installed on State Highway 32 on the south end of the project area on May 20, 2020. Photograph courtesy of Robert Sip.



Photograph of the diversion channel being constructed on the west side of State Highway 32 on May 20, 2020. Photograph courtesy of Robert Sip.



Photograph of a new roundabout being installed on State Highway 32 on the south end of the project area on May 20, 2020. Photograph courtesy of Robert Sip.



Photograph of diversion channel construction parallel to State Highway 32 on the south end of the project area on June 2, 2020. Photograph courtesy of Robert Sip.



Photograph of diversion channel construction looking north on CSAH 7 and parallel to State Highway 32. South end of the project area on June 2, 2020. Photograph courtesy of Robert Sip.



Photograph of diversion channel construction looking north from CSAH 7 and parallel to State Highway 32. South end of the project area on June 4, 2020. Photograph courtesy of Myron Jesme

06.04.2020 09:11



Photograph of diversion channel construction looking north from CSAH 7 and parallel to State Highway 32. South end of the project area on June 9, 2020. Photograph courtesy of Myron Jesme



Photograph of the existing outlet channel into the Red Lake River that is currently under construction on May 20, 2020. Photograph courtesy of Robert Sip.

RED LAKE WATERSHED DISTRICT
Application for Payment
Estimate of Work Completed

ESTIMATE NUMBER: 2
PROJECT NAME: RLWD Ditch 16
OWNER: Red Lake Watershed District
CONTRACT AMOUNT: \$1,572,196.70
CONTRACTOR: Burski Excavating, Inc.

DATE: 6/9/2020
PROJECT NUMBER: 177
CONTRACT DATE: 6/7/2019
WORK COMPLETED: 6/8/2020

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	QUANTITY COMPLETED				TOTAL AMOUNT
					PREVIOUS	CURRENT	TOTAL	%	
1	Traffic Control	LS	1	\$31,138.64	0	0.5	0.5	50.00%	\$15,569.32
2	Anchored Silt Fence (Type PA - Preassembled)	LF	1,000	\$2.97	0	0	0	0.00%	\$0.00
3	Anchored 12" Bio-Roll Ditch Block (Type 3)	LF	1,040	\$3.51	0	0	0	0.00%	\$0.00
4	Grass Seed Mixture	LBS	8,600	\$3.15	0	0	0	0.00%	\$0.00
5	Grass Seeding (MnDOT 2575.3)	AC	86	\$375.18	0	0	0	0.00%	\$0.00
6	Anchored Wheat Straw Mulch	TON	172	\$178.40	0	0	0	0.00%	\$0.00
7	Riprap, Class 3 (18" & Under) w/type 4 Geotextile	CU.YD.	1,600	\$67.03	0	0	0	0.00%	\$0.00
8	Excavation (topsoil conservation-replacement, SWPPP Prep., Erosion Control, Minor Lateral Hauling and Clearing and Grubbing of Trees in Permanent ROW are incidental)	CU.YD.	366,920	\$1.75	0	48,550	48550	13.23%	\$84,962.50
9	Remove Bituminous Pavement	SQ.YD.	316	\$17.30	0	0	0	0.00%	\$0.00
10	Bituminous Pavement (Type SP 12.5 Wearing Course Mix)	TON	270	\$108.12	0	0	0	0.00%	\$0.00
11	Geogrid-Tensar TX 140 (Install Under Aggregate Base)	SQ.YD.	864	\$3.78	0	0	0	0.00%	\$0.00
12	Aggregate Roadway Surfacing (Loose Volume), CL 1	CU.YD.	450	\$34.60	0	0	0	0.00%	\$0.00
13	Salvage & Reinstall Granular & Aggregate Material (CV)	CU.YD.	680	\$27.03	0	0	0	0.00%	\$0.00
14	Granular Backfill (Compacted Volume)	CU.YD.	200	\$38.92	0	0	0	0.00%	\$0.00
15	Aggregate Road Base and Shoulder Base (CL 5 MOD)(CV)	CU.YD.	288	\$32.44	0	0	0	0.00%	\$0.00
16	18" Corrugated Steel Pipe (CSP) Culvert (16 Gauge)	LF	2,050	\$25.41	0	0	0	0.00%	\$0.00
17	80' - 24" SCH 20 Steel Pipe - Directional Bore/Open Cut	EACH	2	\$23,786.46	0	0	0	0.00%	\$0.00
18	24" Corrugated Steel Pipe (CSP) Culvert (16 Gauge)	LF	2,680	\$34.60	0	0	0	0.00%	\$0.00
19	36" Corrugated Steel Pipe (CSP) Culvert (14 Gauge)	LF	190	\$60.55	0	0	0	0.00%	\$0.00
20	49"x33" CSAP Culvert (12 Gauge) w/3:1 Step Ends	LF	70	\$92.98	0	0	0	0.00%	\$0.00
21	53"x41" CSAP Culvert (12 Gauge) w/3:1 Step Ends	LF	320	\$108.12	0	0	0	0.00%	\$0.00
22	60"x46" CSAP Culvert (12 Gauge) w/3:1 Step Ends	LF	160	\$123.26	0	0	0	0.00%	\$0.00
23	81"x59" CSAP Culvert (12 Gauge) w/3:1 Step Ends	LF	385	\$161.10	0	0	0	0.00%	\$0.00
24	78" CSP Culvert (12 gauge) w/3:1 step ends	LF	180	\$170.83	0	0	0	0.00%	\$0.00
25	18" CSP Standard Flared End Section	EACH	44	\$108.12	0	0	0	0.00%	\$0.00
26	24" CSP Standard Flared End Section	EACH	42	\$151.37	0	0	0	0.00%	\$0.00
27	36" CSP Standard Flared End Section	EACH	6	\$410.86	0	0	0	0.00%	\$0.00
28	18" Exterior Flap-Gate	EACH	44	\$491.95	0	0	0	0.00%	\$0.00
29	24" Exterior Flap-Gate	EACH	42	\$589.26	0	0	0	0.00%	\$0.00
30	36" Exterior Flap-Gate	EACH	2	\$1,027.14	0	0	0	0.00%	\$0.00
31	12'x6' Reinforced Conc. Box Culvert (CL 2)	LF	96	\$1,243.38	70	0	70	72.92%	\$87,036.82
32	12'x 6' RC Box Cul. End Sec. (CL 2 w/15 Deg. Skewed End)	EACH	2	\$33,301.04	0	0	0	0.00%	\$0.00
Subtotal									\$187,568.63
Additional Material			0	\$0.00	0	0	0		\$0.00
Subtotal									\$0.00
Change Order									
1	Replace 2-15 degree skewed, Type 2, End Sections for the 12'x6'RC Box Culvert	EACH	2	-\$1,974.48	0	2	2	100%	-\$3,948.96
Subtotal									-\$3,948.96
TOTALS									\$183,619.67

SUMMARY:	
Total of Work to Date	\$183,619.67
Less 10% Retainage	\$18,361.97
Amount Paid on Previous Payments	\$78,333.13
Amount Due this Estimate	\$86,924.58
Percentage of work completed	12%
Original Contract Amount Due	\$1,572,196.70
Additional Material	\$0.00
Change Orders	(\$3,948.96)
Total Estimated Contract Costs	\$1,568,247.74

RECAP OF PREVIOUS PAYMENTS:		
ESTIMATE NO	DATE	PAYMENT AMOUNT
1	1/31/2020	\$78,333.13
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
FINAL PAYMENT		
TOTAL		\$78,333.13

I concur that there are no pending changed condition claims as of this date of this pay estimate RB (Initial)
 Approved by Contractor: Ron Burski, Burski Excavating, Inc.

Date: 6-8-2020 Signature: Ron Burski

I concur that there are no pending changed condition claims as of this date of this pay estimate NP (Initial)
 Approved by Contractor: Nick Pribula, Pribula Engineering, PLLC

Date: 6-9-20 Signature: Nick Pribula

Approved by Administrator: Myron Jesme, Red Lake Watershed District

Date: _____ Signature: _____



Black dirt under Hwy 220



Box culvert sections for Hwy. 220



Busted concrete from
old Hwy 220 pavement



Channel looking west from Hwy 220

Cutoff Wall Hwy 220 Box culvert





Existing 220 Subgrade



New Channel East Hwy 220 looking
north to north line Section 31
Northland Township



New Channel Looking East Along North line
of Section 31, Northland Township



Subgrade Cut for Hwy 220 Box Culvert

Mark Holy
40456 Center Street West
East Grand Forks, MN 56721
June 7, 2020

Red Lake Watershed
1000 Pennington Ave. South
Thief River Falls, Mn 56701

Atten: Mr. Myron Jesme-Administrator-via email/mailed copy

Mr. Jesme:

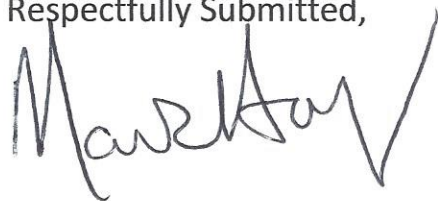
After careful review of the packet of requested information you had sent me, quite possibly it is oversight, but Mr. Roger Beiswenger's timesheets and billing were not included in my packet. If you would please forward that to me. Thank you.

As to my last request, May 31, 2020, of the viewers information, just wondering the status of that request and a timeline for that information. Please advise me as to the status.

As to the Final Hearing date, has the RLWD set a time and place for this "Public Hearing"? Again, if you could please share that information.

It is also my understanding that the RLWD is having meetings via teleconference. As a Public Organization, is it possible for the public to participate in those scheduled monthly meetings? Is it possible through Zoom or some other media?

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mark Holy", with a large checkmark at the end.

Mark Holy

LEASE AGREEMENT

This Lease Agreement is made, effective the 1st day of January, 2018, by and between the Red Lake Watershed District, (hereinafter referred to as Lessor) and Craig Stroot, (hereinafter referred to as Lessee).

1. DESCRIPTION OF PROPERTY. Lessor leases to Lessee, to occupy and use for agricultural farming and related purposes, the following described property, located in the County of Polk, State of Minnesota, to-wit:

All that part of Sections 3 and 4, Township 151 North of Range 46 West of the 5th Principal Meridian located within the interior of the banks or levies of the Parnell Impoundment deemed farmable by Lessee consisting of 141.46 acres more or less, also including northerly 140 feet of Government Lots 1, 2 and 3 located north of service road consisting of 10 acres more or less.

EXCEPTION: The Lessee shall not use the banks or levies of the Parnell Impoundment for any agricultural farming purpose.

2. TERM. The term of this Lease shall be from the 1st day of January, 2018 through the 31st day of December, 2020, subject to earlier termination as provided in this Agreement.

3. RENTAL. The Lessee shall pay rent on 141.46 acres of farmed land and agrees to pay at the rate of \$30.00 per acre which totals \$4,243.80 a year. Rent shall be paid in two installments with the first payment due May 31 of each calendar year and the second payment due by October 1 of that year.

4. EXPENSES. Lessee shall be responsible for all expenses associated with his agricultural farming operation, the only duty of Lessor being to provide the acreage within said impoundment.

Lessee shall be responsible for all fertilizer, seed, and other items planted on said real property.

Lessee shall be responsible for all farm machinery and equipment and the repairs of such machinery and equipment.

Lessee shall be responsible for all labor necessary to operate the farm efficiently.

5. SYSTEM OF FARMING. It is the intention of the parties that the farm be operated as an agricultural crop growing business and no livestock shall be permitted on the rented premises.

Any area that is plowed or worked must be re-planted with a grass mixture as specified by the Red Lake Watershed District, if the rented area is not being continuously farmed during the lease period. Leaving an area vacant and unseeded for summer fallow purposes shall require the written consent of the Lessor. At the end of the lease term, Lessee shall plow back all areas farmed at that crop year end.

Lessee agrees to use all best farming practices and to conduct the farming operation in a fashion and manner which shall not cause damage to the impoundment levies.

Access to the leased premises shall be made through public road right of way or through Lessor's property.

6. INSURANCE. Lessee shall during the term of this Lease, at his expense, maintain a policy or policies of liability insurance with respect to the premises and the business of Lessee, in which Lessee and Lessor shall be covered by being named as insured parties under reasonable limits of liability of not less than \$500,000 combined single limit for injury, death, and damage to property.

The insurance which Lessee is required to procure and maintain shall be insured by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Lessor. The insurance policy shall provide for not less than 10 days written notice to Lessor before cancellation, non-renewal, termination or change in coverage, and Lessee shall deliver to Lessor a duplicate original or Certificate of such insurance policy or policies.

7. AT OWN RISK. Lessee acknowledges that all farming done on the rented premises is at Lessee's own risk and with full knowledge of Lessor's right to use and flood the impoundment area according to the existing Parnell Impoundment Operating plan or any amendment thereto.

8. POSTING. Lessee may post the farmable land, however, the public shall have access to all leased acreage after the planted crop is removed or at any time after September 30th of any given year. Lessor assumes no responsibility to enforce any no trespassing areas posted by Lessee.

9. ASSIGNMENT. Lessee shall have no right to assign this lease agreement without the prior written consent of Lessor.

10. RESERVATION. Lessor reserves the right to enter upon the rented acreage for purpose of maintenance and operation of the Parnell Impoundment.

11. TITLES AND HEADINGS. The titles and headings used herein are for convenience only and do not constitute any part of this Agreement.

12. ENTIRE AGREEMENT INVALIDITY. This Agreement sets forth the entire arrangement between the parties and there are no representations or warranties except as expressly set forth herein. No amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. Should any clause or provision of this Agreement become invalid for any reason, such invalidity shall not result in the invalidity or unenforceability of any other clause or provision of this Agreement.

13. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

14. NOTICES. All notices and other communications required herein shall be in writing, mailed by certified mail, return receipt requested, to the last known address of the other party, to be effective on the date of mailing. The address of each party, unless otherwise notified as required herein, is as follows:

Lessor:
Red Lake Watershed District
1000 Pennington Avenue South
Thief River Falls, MN 56701

Lessee:
Craig Stroot
23380 265th Street
Crookston, MN 56716

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, The parties hereto have executed this Lease Agreement the day and year first above written.

LESSOR:

LESSEE:

Red Lake Watershed District

By: 
Its: President


Craig Stroot

STATE OF MINNESOTA)
) ss.
COUNTY OF PENNINGTON)

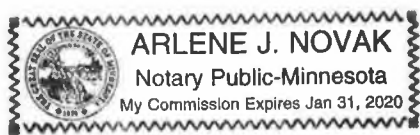
The foregoing was acknowledged before me this day 12th of April 2018, by Dale Nelson, known to me to be the President of the Red Lake Watershed District who executed the foregoing document on behalf of said Red Lake Watershed District.



Arlene J. Novak
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF PENNINGTON)

The foregoing was acknowledged before me this 9th day of April, 2018, by Craig Stroot.



Arlene Novak
Notary Public



Farm
Production
and
Conservation

Farm
Service
Agency

West Polk County FSA Office
528 Strander Ave
Crookston, MN 56716
Phone: (218) 281-2809 ext. 2
Fax: (855) 719-9922
E-mail: mncrooksto-fsa@one.usda.gov

April 13th, 2018

Dear Producer,

The West Polk County FSA office is currently reviewing the new 2017 one-meter NAIP imagery comparing it to the common land unit (CLU) layer for each tract of land.

As a result of this comparison a change in the field boundaries has been made. Please review the field boundaries on the enclosed map(s) for accuracy. If you identify field boundaries that appear to be incorrectly placed on the map(s), please visit the West Polk County FSA Office within 30 calendar days from the date of this letter so that we can hear your concerns regarding our determination. During the visit we will show you the imagery used in making the boundaries on your tract of land. If we are not in agreement regarding the changes, you will receive a letter informing you of your appeal rights to the West Polk County Committee.

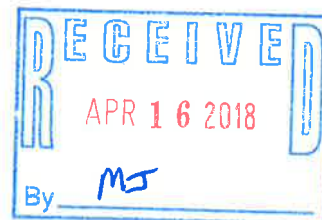
If we do not hear from you within 30 calendar days from the date of this letter, we will consider the field boundary information correct and use it for future USDA/FSA program purposes. **Please note the maps are intended for FSA program purposes only.**

In closing, we appreciate your cooperation in our continued effort to provide a quality service to all producers.

Sincerely,

Nathan Johnson
County Executive Director
West Polk County

NJ/tjp
Enclosure



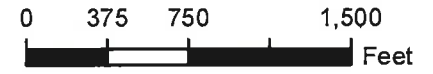
From T8762

old

Farm 12658
Tract 16112

2018 Program Year
151463

Map Created January 02, 2018



- Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
 Soybeans = common soybeans for grain
 Wheat = HRS, HRW = Grain
 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

Common Land Unit cropland_indicator_3CM

- Non_Cropland
- Cropland
- Tract Boundary
- PLSS

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 32.31 acres

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the 2015 NAIP imagery. The product accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Program. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

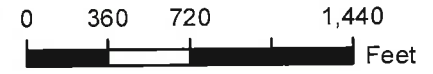
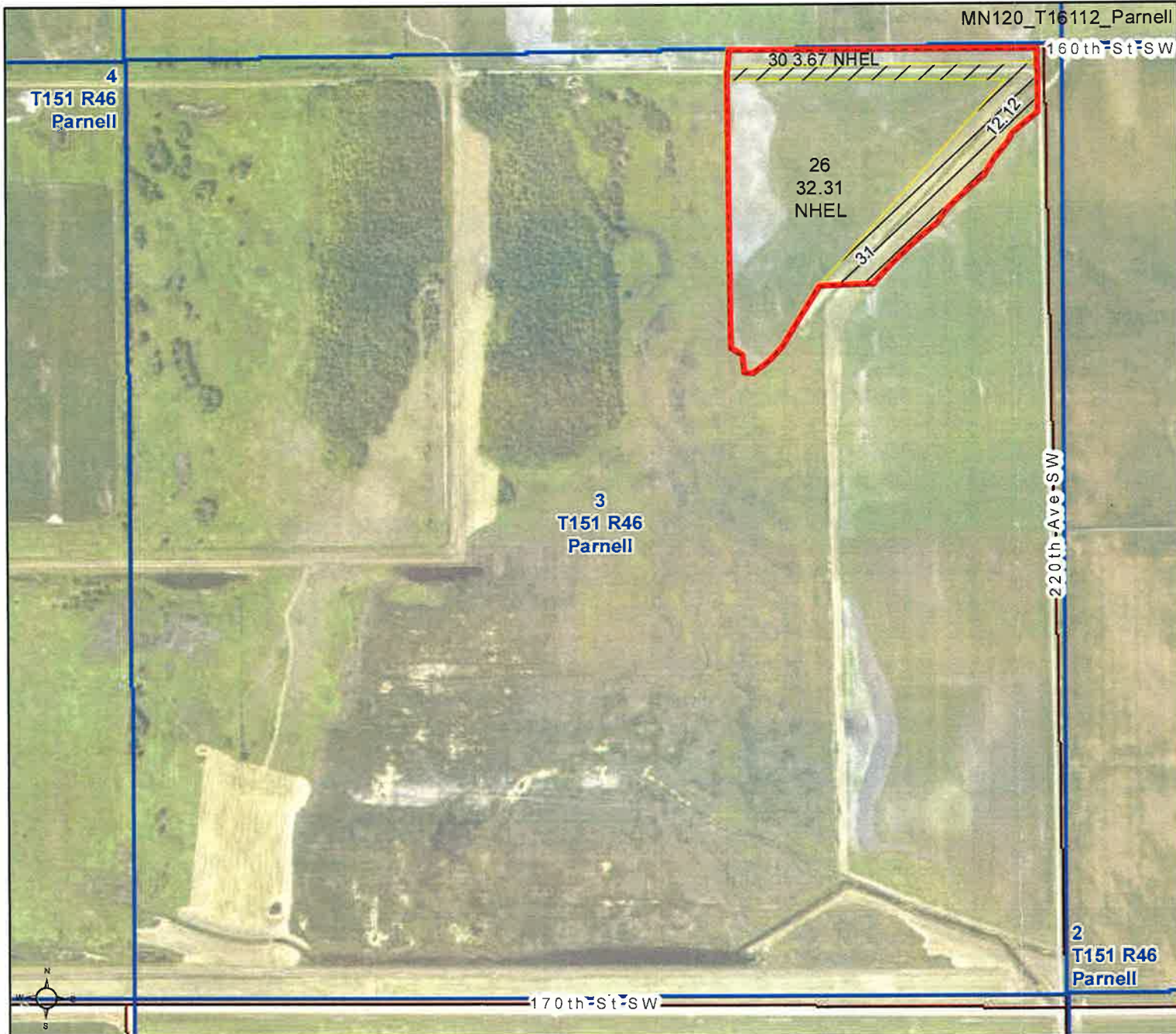
AW

Farm 12658

Tract 16112

2018 Program Year

Map Created April 09, 2018
Parnell



- Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
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 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 35.98 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2017 NAIP imagery.

old

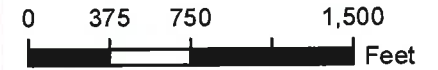
Farm 12656

Tract 16113

2018 Program Year

151463

Map Created January 02, 2018



- Unless otherwise noted:
 Shares are 100% operator
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 Corn = yellow for grain
 Soybeans = common soybeans for grain
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 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
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 NAG = for GZ
 Canola = Spring for seed

**Common Land Unit
cropland_indicator_3CM**

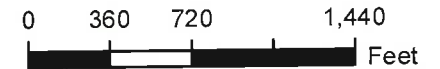
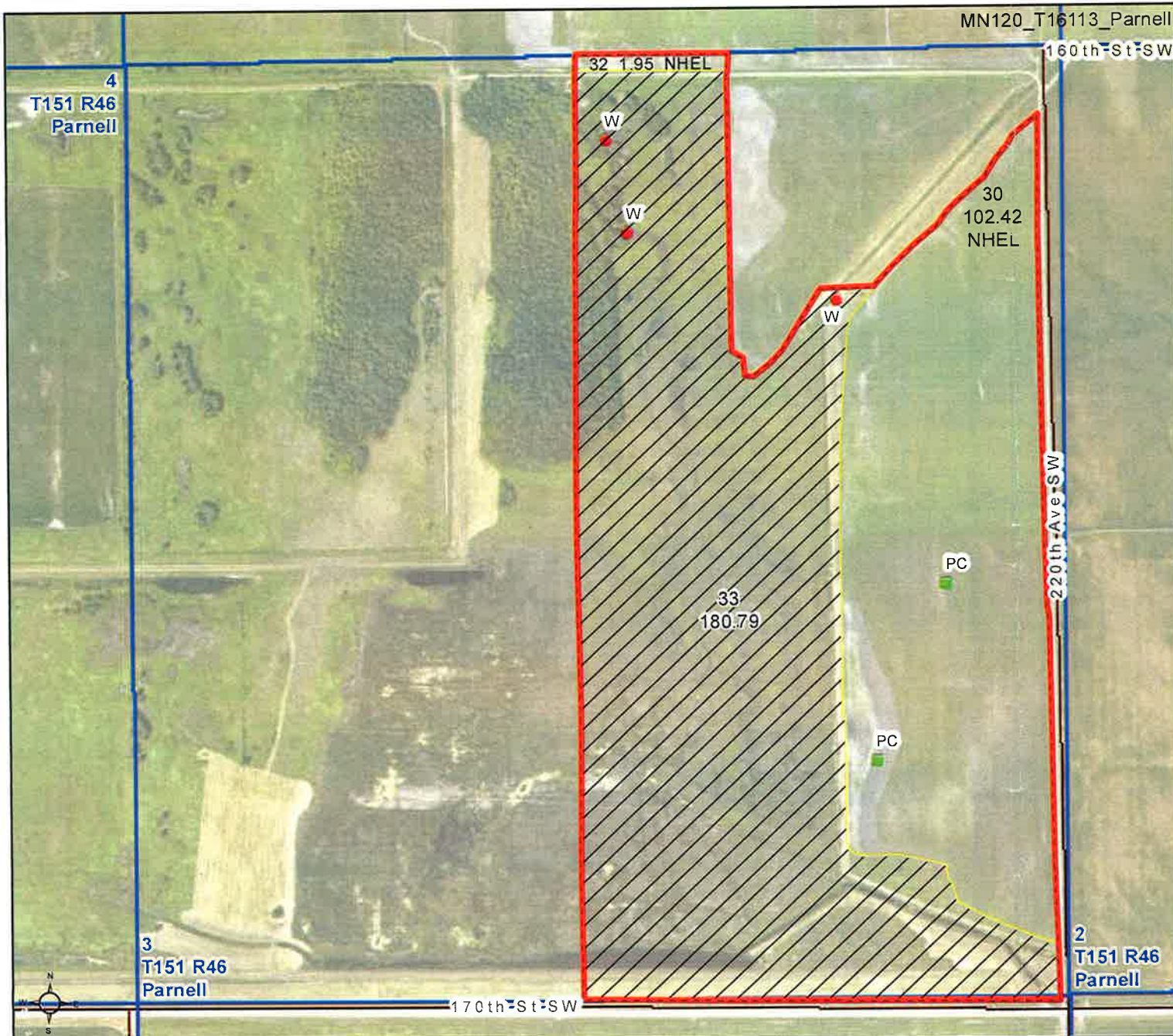
- Non_Cropland
- Cropland
- Tract Boundary
- PLSS

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 102.42 acres

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 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
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 Canola = Spring for seed

Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 104.37 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2017 NAIP imagery.



Farm
Production
and
Conservation

Farm
Service
Agency

West Polk County FSA Office
528 Strander Ave
Crookston, MN 56716
Phone: (218) 281-2809 ext. 2
Fax: (855) 719-9922
E-mail: mncrooksto-fsa@one.usda.gov

April 13, 2018

Dear Producer,

Minnesota has recently received new one-meter NAIP imagery flown in 2017. Based on a review of the common land unit (CLU) and the 2017 imagery it was discovered that an acreage on your tract is no longer being cropped or maintained as an agricultural use.

Therefore the West Polk County FSA Committee (COC) has determined this acreage shall be classified as nonagricultural and removed from cropland and DCP cropland status. Enclosed is a map showing the nonagricultural determination.

If you believe this decision was made in error, please visit the West Polk County FSA Office to sit down and look at the mapping program to see how your tract of land is represented. If you believe this determination was made in error you can chose one of the following options:

Reconsideration

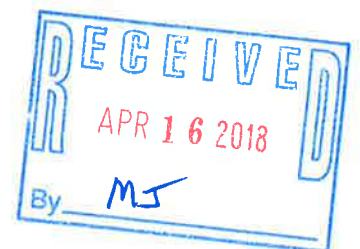
You may request that the county committee reconsider this determination by filing a written request no later than 30 calendar days after you receive this notice in accordance with FSA appeal procedures found at 7 CFR Part 780. If you request reconsideration, you have the right to an informal hearing which you or your representative may attend either personally or by telephone. If you choose to seek reconsideration, you may later appeal the determination to the State Committee or National Appeals Division. To request reconsideration, write to the following address and explain why you believe this determination is erroneous. The address of the county committee is

West Polk County Committee
West Polk County FSA
528 Strander Ave
Crookston, MN 56716

Mediation

Mediation is available as part of FSA's informal appeal process. Mediation may enable us to narrow the issues and resolve the matter by mutual agreement. You may have to pay all or part of the cost of mediation. If you request mediation, the running of the timeframe in which you may file an appeal stops. When mediation closes, the clock restarts and you will have the balance of the days remaining in that period to file an appeal. To request mediation, you must submit your written request no later than 30 calendar days after you receive this notice. To request mediation, write to the Minnesota State mediation program at the following address and provide a copy of your request for mediation to FSA.

Mary Nell Preisler
Statewide Mediation Coordinator
Farm-Lender Mediation
1526 170th Avenue
Bejou, MN 56516-9736
Phone: (218) 935-5785 FAX: (218) 935-9053



Appeal to SIC

You may appeal the County Committee's determination to the State Committee by filing a written request no later than 30 calendar days after you receive this notice in accordance with the FSA appeal procedures found at 7 CFR Part 780. If you appeal to the State Committee, you have the right to an informal hearing which you or your representative may attend either personally or by telephone. If you choose to appeal to the State Committee, you may later appeal the determination of the State Committee to NAD. If you appeal an initial decision of a County Committee to the State Committee, you waive your right to reconsideration by the County Committee of that decision. To appeal, write to the State Committee at the following address and explain why you believe this determination is wrong.

Farm Service Agency
USDA Minnesota State FSA Office
375 Jackson Street, Suite 400
St. Paul, MN 55101-1852

Appeal to the Department of Agriculture National Appeal Division (NAD)

You may appeal this determination to NAD by filing a written request no later than 30 calendar days after you receive this notice in accordance with the NAD Appeal procedures found at 7 CFR Part 11. If you appeal to NAD, you have the right to a hearing which you or your representative may attend. Once a hearing with NAD begins, you waive any rights you might have to reconsideration, appeal to FSA, and mediation. To appeal, you must write to NAD at the following address, explain why you believe this determination is erroneous, and provide a copy to FSA. You must personally sign your written appeal to NAD and include a copy of this letter.

National Appeals Division,
USDA Eastern Regional Office
P O Box 68806 Indianapolis, IN 46268-0806

If you do not timely exercise one of the preceding options, this shall be the final administrative determination with respect to this matter in accordance with the regulations at 7 CFR Part 780 and 7 CFR Part 11.

Sincerely,



Nathan Johnson
County Executive Director
West Polk County

NJ/tjp
Enclosure

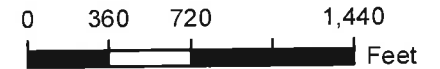
NW

Farm 9267

Tract 13115

2018 Program Year

Map Created April 09, 2018
Parnell



Unless otherwise noted:
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 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

Common Land Unit

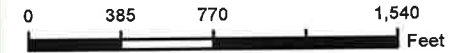
- Non-Cropland
- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 175.67 acres

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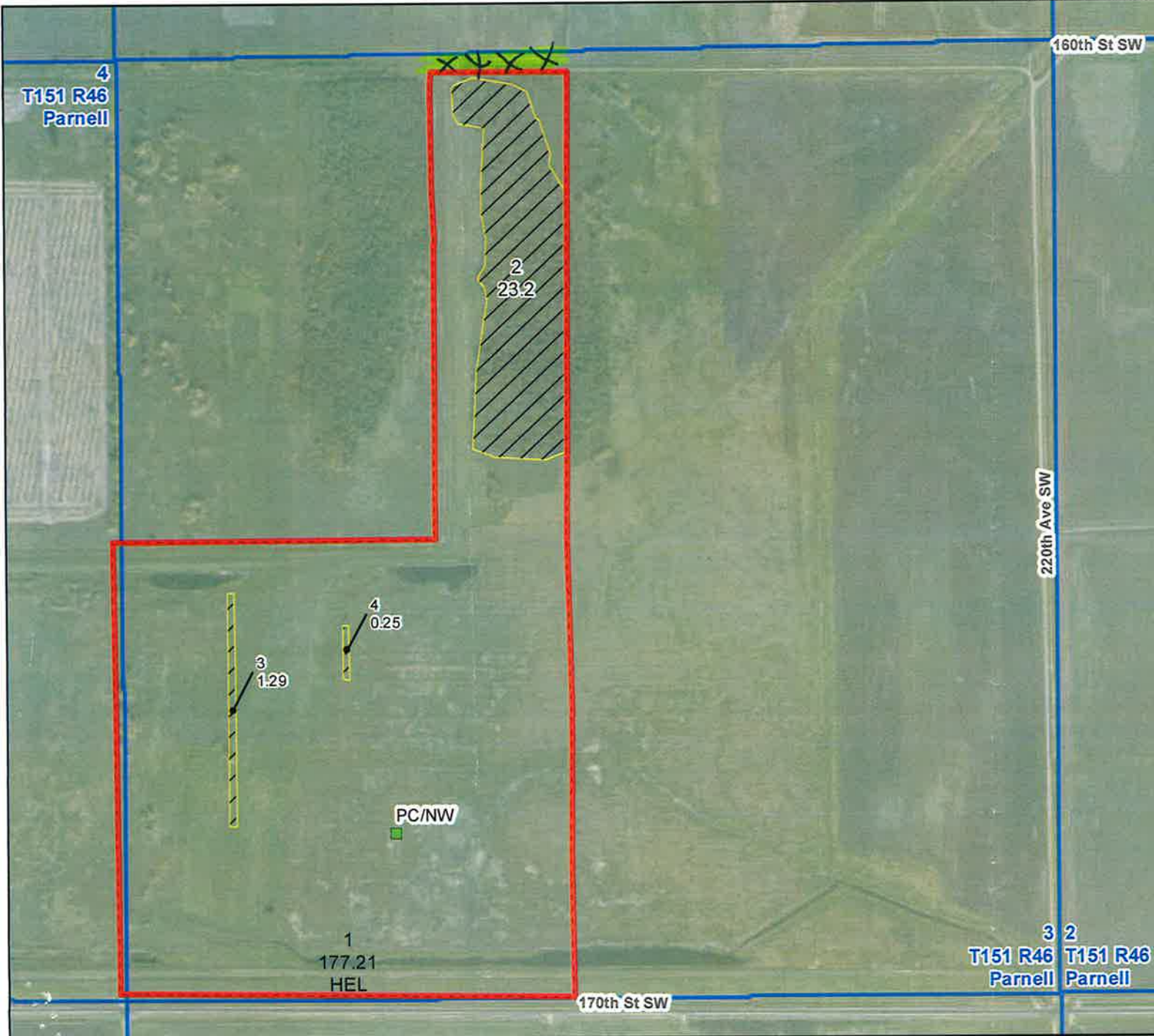
Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary
- PLSS

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 177.21 acres





**FY 2020 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED-BASED IMPLEMENTATION FUNDING
GRANT AGREEMENT**

Vendor:	0000195935	VN#:	
PO#:	3000011375	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Red Lake WD, 1000 Pennington Ave S Thief River Falls Minnesota 56701 (Grantee).

This grant is for the following Grant Programs:

C20-9813	2020 - Red Lake River Watershed Based Funding	\$1,071,149
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Total Grant Awarded: \$1,071,149

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(a), appropriated Clean Water Funds (CWF) to the Board for the FY 2020-2021 Watershed-based Implementation Funding.
2. The Board adopted the FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the Watershed-based Implementation Funding Program through Board Order #19-54.
3. The Board adopted Board Order #19-54 to allocate funds for the FY 2020-2021 Watershed-based Implementation Funding Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee's Authorized Representative is: **Red Lake Watershed District Administrator
1000 Pennington Ave N
Thief River Falls, MN 56701
218-681-5800**

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

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** **December 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

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

4. **Terms of Payment.**

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.

5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors

in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. **State Audits.**

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

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

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

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

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

12. **Governing Law, Jurisdiction, and Venue.**

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

13. **Termination.**

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

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

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

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.


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

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

Approved:

Red Lake WD

By: MYRON JESME
(print)


(signature)

Title: ADMINISTRATOR

Date: 4-6-2020

Board of Water and Soil Resources

By: Kevin D. Bigalke
Digitally signed by Kevin D. Bigalke
Date: 2020.06.09 07:48:21 -0500

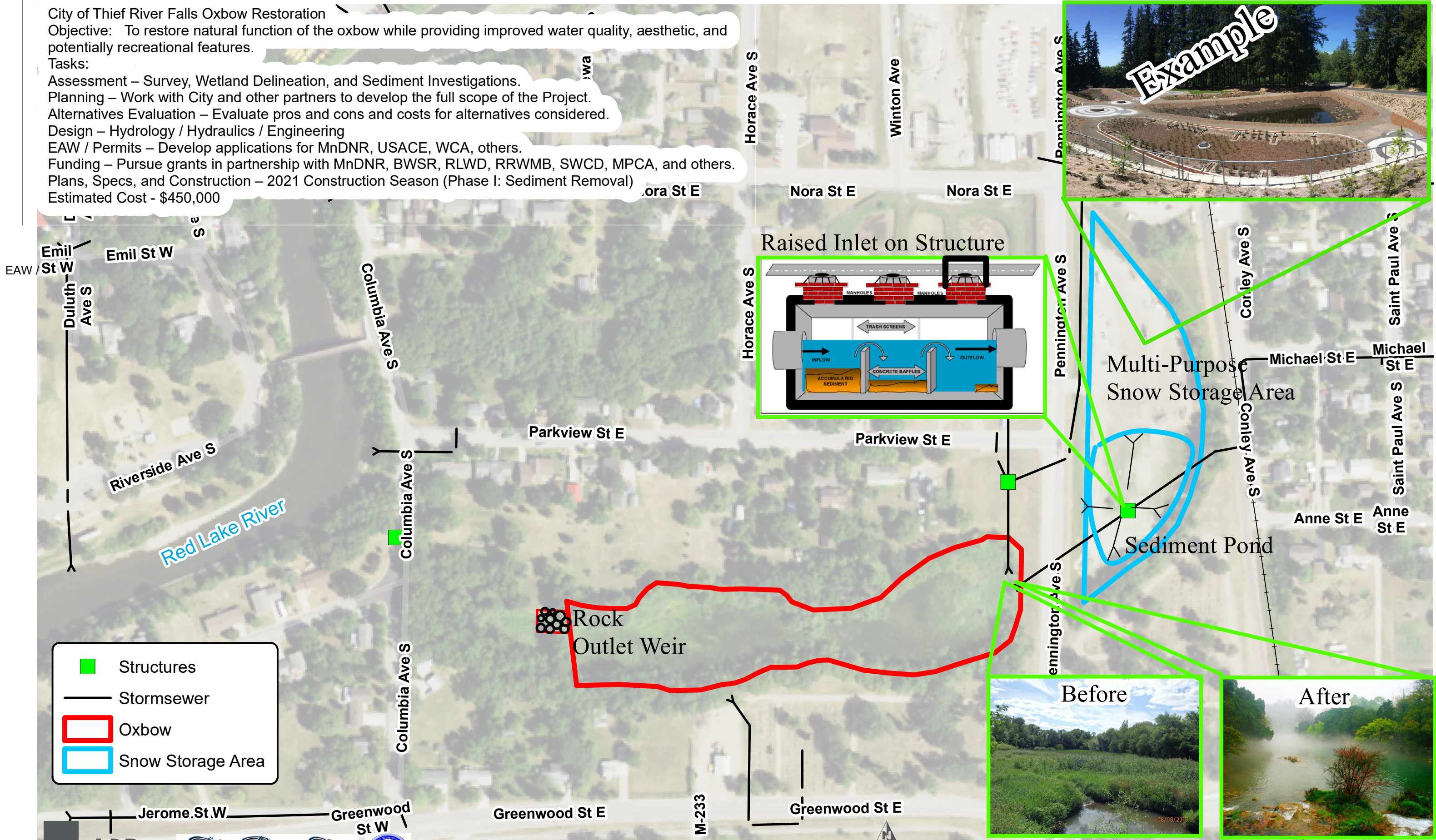
Title: Assistant Director
for Regional
Operations
Digitally signed by Assistant
Director for Regional Operations
Date: 2020.06.09 07:48:27 -0500

Date: _____

City of Thief River Falls Oxbow Restoration
 Objective: To restore natural function of the oxbow while providing improved water quality, aesthetic, and potentially recreational features.

Tasks:

- Assessment – Survey, Wetland Delineation, and Sediment Investigations.
 - Planning – Work with City and other partners to develop the full scope of the Project.
 - Alternatives Evaluation – Evaluate pros and cons and costs for alternatives considered.
 - Design – Hydrology / Hydraulics / Engineering
 - EAW / Permits – Develop applications for MnDNR, USACE, WCA, others.
 - Funding – Pursue grants in partnership with MnDNR, BWSR, RLWD, RRWMB, SWCD, MPCA, and others.
 - Plans, Specs, and Construction – 2021 Construction Season (Phase I: Sediment Removal)
- Estimated Cost - \$450,000



- Structures
- Stormsewer
- Oxbow
- Snow Storage Area



RED LAKE WATERSHED DISTRICT

0 Miles 0.1

CITY OF THIEF RIVER FALLS OXBOW RESTORATION

**RELEASE OF CLAIMS AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

That Releasor, LeRoy Christensen, being of lawful age, for the sole consideration, allowing entry onto Brandt Impoundment, Parnell Impoundment, Louisville/Parnell Impoundment to remove pocket gophers, receipt of which is hereby acknowledged, do hereby and for his heirs, successors, and assigns release, acquit and forever discharge the Red Lake Watershed District, its Board Members, Employees, Representatives Staff and their successors and assigns, (hereinafter "the Red Lake Watershed District"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation of whatever kind and of whatever nature, which now exist or which may hereafter accrue on account of or in anyway growing out any negligence on the part of the parties hereby released in regards to trapping of pocket gophers on portions of the Brandt Impoundment, RLWD Project 60D, Parnell Impoundment, RLWD Proj. 81, and the Louisville/Parnell Impoundment, RLWD Project No. 121, by and between Releasor and the Red Lake Watershed District.

Furthermore, the Releasor, agree to indemnify and hold harmless the Red Lake Watershed District from any liability to third parties, including attorney's fees and costs, for any liability or claims against the Red Lake Watershed District in relation to the above referenced matter between Releasor and the Red Lake Watershed District.

The Releasor hereby declares and represents that no promise, inducement or agreement not herein expressed has been made to the Releasor, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE RELEASOR HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

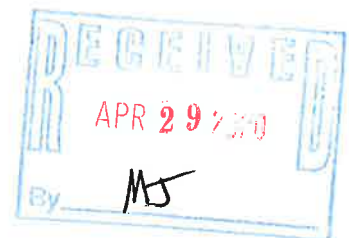
DATED: 4-29-2020



Releasor

LeRoy Christenen
17721 140th Avenue SE
Red Lake Falls, MN 56750
218-253-2048

218-289-5048



**RELEASE OF CLAIMS AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

That Releasor, Mark Askeland, being of lawful age, for the sole consideration, allowing entry onto Brandt Impoundment and Euclid East Impoundment to remove hay, receipt of which is hereby acknowledged, do hereby and for his heirs, successors, and assigns release, acquit and forever discharge the Red Lake Watershed District, its Board Members, Employees, Representatives Staff and their successors and assigns, (hereinafter "the Red Lake Watershed District"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation of whatever kind and of whatever nature, which now exist or which may hereafter accrue on account of or in anyway growing out any negligence on the part of the parties hereby released in regards to haying portions of the Brandt Impoundment, RLWD Project 60D and Euclid East Impoundment, RLWD Project 60C, by and between Releasor and the Red Lake Watershed District.

Furthermore, the Releasor, agree to indemnify and hold harmless the Red Lake Watershed District from any liability to third parties, including attorney's fees and costs, for any liability or claims against the Red Lake Watershed District in relation to the above referenced matter between Releasor and the Red Lake Watershed District.

The Releasor hereby declares and represents that no promise, inducement or agreement not herein expressed has been made to the Releasor, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE RELEASOR HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

DATED: 4-30-2020

Mark Askeland
Releasor

Mark Askeland
24330 110th Street SW
Euclid, MN 56722
218-689-8111

MAY 1 2020

MS

**RELEASE OF CLAIMS AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

That Releasors, Kyle Novacek, being of lawful age, for the sole consideration, allowing entry onto RLWD 15, RLWD Project No. 175 to remove hay, receipt of which is hereby acknowledged, do hereby and for their heirs, successors, and assigns release, acquit and forever discharge the Red Lake Watershed District, its Board Members, Employees, Representatives Staff and their successors and assigns, (hereinafter "the Red Lake Watershed District"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation of whatever kind and of whatever nature, which now exist or which may hereafter accrue on account of or in anyway growing out any negligence on the part of the parties hereby released in regards to haying portions of the RLWD 15, RLWD Project No. 175 between Releasors and the Red Lake Watershed District.

Furthermore, the Releasors, jointly and severally, agree to indemnify and hold harmless the Red Lake Watershed District from any liability to third parties, including attorney's fees and costs, for any liability or claims against the Red Lake Watershed District in relation to the above referenced matter between Releasors and the Red Lake Watershed District.

The Releasors hereby declare and represent that no promise, inducement or agreement not herein expressed has been made to the Releasors, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE RELEASORS HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

DATED: 5-28-20


Releasor

Name: Kyle Novacek

Address: 39413 120th St SW East Grand Forks, MN 56721

Phone No.: (218) 779-6894

**RELEASE OF CLAIMS AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**


That Releasors, John Sorenson, being of lawful age, for the sole consideration, allowing entry onto RLWD 12, RLWD Project No. 169 to remove hay, receipt of which is hereby acknowledged, do hereby and for their heirs, successors, and assigns release, acquit and forever discharge the Red Lake Watershed District, its Board Members, Employees, Representatives Staff and their successors and assigns, (hereinafter "the Red Lake Watershed District"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation of whatever kind and of whatever nature, which now exist or which may hereafter accrue on account of or in anyway growing out any negligence on the part of the parties hereby released in regards to haying portions of the RLWD 12, RLWD Project No. 169 between Releasors and the Red Lake Watershed District.

Furthermore, the Releasors, jointly and severally, agree to indemnify and hold harmless the Red Lake Watershed District from any liability to third parties, including attorney's fees and costs, for any liability or claims against the Red Lake Watershed District in relation to the above referenced matter between Releasors and the Red Lake Watershed District.

The Releasors hereby declare and represent that no promise, inducement or agreement not herein expressed has been made to the Releasors, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE RELEASORS HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

DATED: 5-26-2020



Releasor

Name: John Sorenson

Address: 1320 Albert St Crookston, MN 56716

Phone No. (701) 741-4282

**RELEASE OF CLAIMS AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

That Releasors, Josh Barrett,
being of lawful age, for the sole consideration, allowing entry onto
RLWD Ditch #11, RLWD Project No. 166 to remove
hay, receipt of which is hereby acknowledged, do hereby and for their heirs,
successors, and assigns release, acquit and forever discharge the Red Lake Watershed
District, its Board Members, Employees, Representatives Staff and their successors
and assigns, (hereinafter "the Red Lake Watershed District"), of and from any and all
claims, actions, causes of action, demands, rights, damages, costs, expenses and
compensation of whatever kind and of whatever nature, which now exist or which
may hereafter accrue on account of or in anyway growing out any negligence on the
part of the parties hereby released in regards to haying portions of the
RLWD Ditch #11, RLWD Project No. 166 between
Releasors and the Red Lake Watershed District.

Furthermore, the Releasors, jointly and severally, agree to indemnify and hold
harmless the Red Lake Watershed District from any liability to third parties,
including attorney's fees and costs, for any liability or claims against the Red Lake
Watershed District in relation to the above referenced matter between Releasors and
the Red Lake Watershed District.

The Releasors hereby declare and represent that no promise, inducement or
agreement not herein expressed has been made to the Releasors, and that this Release
contains the entire agreement between the parties hereto, and that the terms of this
Release are contractual and not a mere recital.

THE RELEASORS HAVE READ THE FOREGOING RELEASE AND FULLY
UNDERSTAND IT.

DATED: 3/9/20



Releasor

Name: Josh Barrett

Address: 41122 110th St SW East Grand Forks, MN 56721

Phone No.: (218) 779-4828

APR 06 2020

MJ

**RELEASE OF CLAIMS AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

That Releasors, Andrew Anderson,
being of lawful age, for the sole consideration, allowing entry onto
RLWD 14/ TRF FDR Project, RLWD Project No. 171/171A
to remove hay, receipt of which is hereby acknowledged, do hereby and for their
heirs, successors, and assigns release, acquit and forever discharge the Red Lake
Watershed District, its Board Members, Employees, Representatives Staff and their
successors and assigns, (hereinafter "the Red Lake Watershed District"), of and from
any and all claims, actions, causes of action, demands, rights, damages, costs,
expenses and compensation of whatever kind and of whatever nature, which now
exist or which may hereafter accrue on account of or in anyway growing out any
negligence on the part of the parties hereby released in regards to haying portions of
the RLWD 14/ TRF FDR Project, RLWD Project No. 171/171A
between Releasors and the Red Lake Watershed District.

Furthermore, the Releasors, jointly and severally, agree to indemnify and hold
harmless the Red Lake Watershed District from any liability to third parties,
including attorney's fees and costs, for any liability or claims against the Red Lake
Watershed District in relation to the above referenced matter between Releasors and
the Red Lake Watershed District.

The Releasors hereby declare and represent that no promise, inducement or
agreement not herein expressed has been made to the Releasors, and that this Release
contains the entire agreement between the parties hereto, and that the terms of this
Release are contractual and not a mere recital.

THE RELEASORS HAVE READ THE FOREGOING RELEASE AND FULLY
UNDERSTAND IT.

DATED: 5-28-2020



Releasor

Name: Andrew Anderson

Address: 11374 215th St NW Thief River Falls, MN 56701

Phone No.: (218) 684-4603



Seeger Dam Inspection June 4, 2020



West wall, looking east



Spall on north end of west wall



Close up of spall area



Spall, probably due to chert rock



East Wall



Lower north corner



East side, settlement of ground next to structure



South side, looking west



South side, looking east



South side, looking east



Gate, need nuts tightened



Patch, south wall



South Wall



South wall, patch with additional concrete loss



Cracking in upper portion of wall, radiating out of cantilevered corner



Crack in wall from cut out

Recommended repairs:

Spall and honeycomb, clean and patch with mortar

Monitor cracking on east wall

Cracking along cutout area, use flexible caulk to limit water intrusion.

Tighten nuts on gate flange.

Could clean up rust and use cold galvanizing compound on steel walkway

Large area inside of failing concrete – remove unsound concrete, clean, use high performance mortar such as SikaTop 123 Plus following manufacture’s recommendations.

Site grading – grade site so road ditch drainage doesn’t set along side the structure. Grade to drain to east into pool. Excavated material could then be used to fill settlement area along structure.

Estimated Cost for repair:

Dozer	10 hours @ \$110/hr =	\$1110
Mini Excavator	6 hours @ \$100/hr =	\$600
Labor	24 hours @ \$50/hr =	\$1000
Material		\$1000
Contingency		<u>\$370</u>
Total		\$4080

Ashley Hitt

From: Steven Beckwitt <sbeckwitt@esri.com>
Sent: Friday, June 5, 2020 12:09 PM
To: Ashley Hitt
Subject: Red Lake Watershed District | ECP Application - ashley.hitt@redlakewatershed.org

Hello Ashley,

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

I can provide you with one Desktop Basic and two Spatial Analyst licenses for \$300. When do you want them to start?

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>
=====



Price Quotation

Quote: 4869266
Reference: 1541716
Date: 06/08/2020
Expires: 07/08/2020

To: Dave Marshall
Red Lake Watershed District
1000 Pennington Avenue
Thief River Falls, MN 56701

From: Calvin Hardy
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (218) 681-5800
Fax:
Email: Dave.marshall@redlakewatershed.org

Phone: (703) 773-1181
Fax: (866) 708-6705
Email: calvin.hardy@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-0756	237M1-WW1313-T491	OM	1	\$1,506.99	\$1,506.99
Civil 3D 2021 Government New Single-user ELD Annual Subscription						
PoP: 6/8/2020 through 1/11/2021						

Total \$1,506.99

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT [HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES](https://www.dlt.com/products/client-commercial-licenses). THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER.

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.



To utilize the current Trimble GPS base, as a rover, additional equipment is required. Needed equipment includes a data collector that connects with the GPS unit, cellular service to get VRS correction data from MN DOT, a survey rod, and possibly additional batteries.

Option 1 Rent. Prices vary from \$65/day, \$200/week, or \$750/month. Additional equipment cost of \$377.35 for a survey rod and pole mount for the data collector.

Option 2 Purchase used data collector for \$1995. The data collectors are for sale at this price because they run Windows 7 which has been discontinued and they will not function with the VRS after the 3G cellular service is discontinued. Timeframes for the 3G to be discontinued has been changing with the latest I found being the end of 2021 for At&T and end of 2020 for Verizon. The data collector will however, connect to a hotspot and can function after the 3G cellular ends. Additional equipment cost of \$377.35 for a survey rod and pole mount for the data collector.

Option 3 Purchase new data collector for \$12,759.55. The quote from Frontier Precision for cost comparison includes a new data collector with the latest Trimble software and upgrades to the GPS units to utilize the latest firmware and available satellites. It also includes a GPS rod, batteries, charger, carrying bag, and onsite installation/training.

Frontier also noted that the Two GPS receivers we currently own will no longer have parts available to repair them. Discussion on budgeting for eventual replacement of the current system should begin as repair parts for the R8 GPS receivers are no longer available. We can bring back cost estimates for this item at a later board meeting.

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.org
www.redlakewatershed.org

Secretary
LeRoy Ose

Managers
Brian Dwight
Allan Page
Les Torgerson

June 3, 2020

Robert J. Miller
38577 140th Street NE
Goodridge, MN 56725

RE: Permit Violation
Non-permitted work - Pennington Co - Star Twp. - Sec. 13.

Dear Mr. Miller:

As directed by the Red Lake Watershed District (RLWD) Board of Managers, this letter is a first, and only warning pertaining to unauthorized/unpermitted work. It is in reference to the construction of an earthen dike on property owned or managed by you located along the northerly property line of the S1/2 SW1/4 of Section 13, Star Township of Pennington County (see attached maps).

Upon inspection by RLWD staff concerning the alleged permit violation, it has been determined that a dike was constructed along the property line dividing land owned or operated by you and that of Matt Rindahl, thus restricting flow of water from property owned by Matt Rindahl. Upon further investigation, it was also determined that no permit was applied for concerning the construction of the dike located on your property.

The rules and regulation adopted by the RLWD Board of Managers Amended August 27, 2015, specifically state in Section 3, Subdivision A: *"An applicant may not dispose of or alter the flow of surface water so as to unreasonably burden another landowner with surface flow."*

The rules and regulations also state in Section 4, Subdivision A: *The dike may not unreasonably restrict flow onto down gradient property."*

Please be informed that at their regularly scheduled Board meeting held May 28, 2020, the Board of Managers by motion, instructed staff to consult with the violating landowner concerning the removal of said dike by June 10, 2020. If arrangements are not made to remove the dike by this date, the District will remove dike and will assess all cost for removal to the land for collection as part of the real property tax statement.

Robert J. Miller
June 2, 2020
Page 2

In the future, if you plan to do any work that requires a permit application, please submit them in a timely manner so appropriate inspection and review can be completed prior to the actual work being performed. Permit applications and RLWD rules and regulations are available on our web site at www.redlakewatershed.org

If there is a second violation, of work being done without a proper permit application, the RLWD Board of Managers adopted Section 5: *"AFTER THE FACT" PERMIT. An "After The Fact" permit may be considered by the District and granted to an individual, if the "After The Fact" permit submission is the first submission provided to the District by said person or entity for the work that has been done. If a person or entity has had a prior written warning given to them in regard to their failure to follow the permitting rule requirements, a \$500.00 late filing fee shall be assessed against said person or entity for the "After The Fact" permit submission. Said late filing fee assessment is in addition to any other conditions or requirements that may ordered by the District in regard to repair or restoration of non-permitted work by said persons or entity in regard to an approval or disapproval of an "After The Fact" permit application. In addition to the remedies provided in Minnesota Statute 103D.545 and other remedies provided for in these rules, in those instances where work has been performed before a permit has been approved, the District may require that the property be returned to its original condition before consideration of the "After The Fact" permit application. The District may also require the applicant to pay actual engineering and attorney's fees, allowed by law, incurred by the District in dealing with the un-permitted work.*

If you have any questions relating to the letter or any other aspect of this matter, please feel free to contact the Red Lake Watershed District office.

Sincerely,



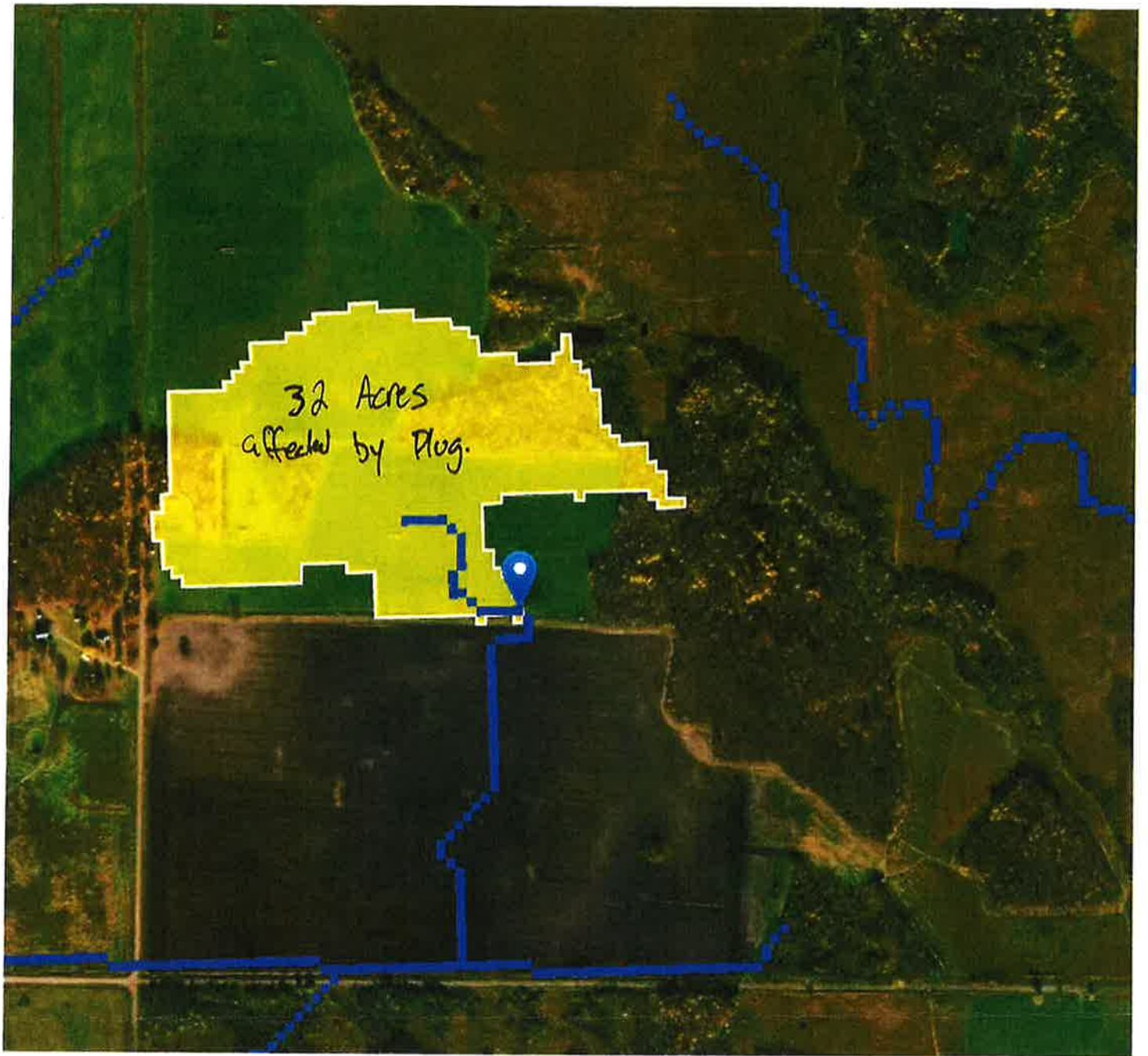
Myron Jesme
Administrator

Enclosures

MJ/no

Star Twp. Section 18





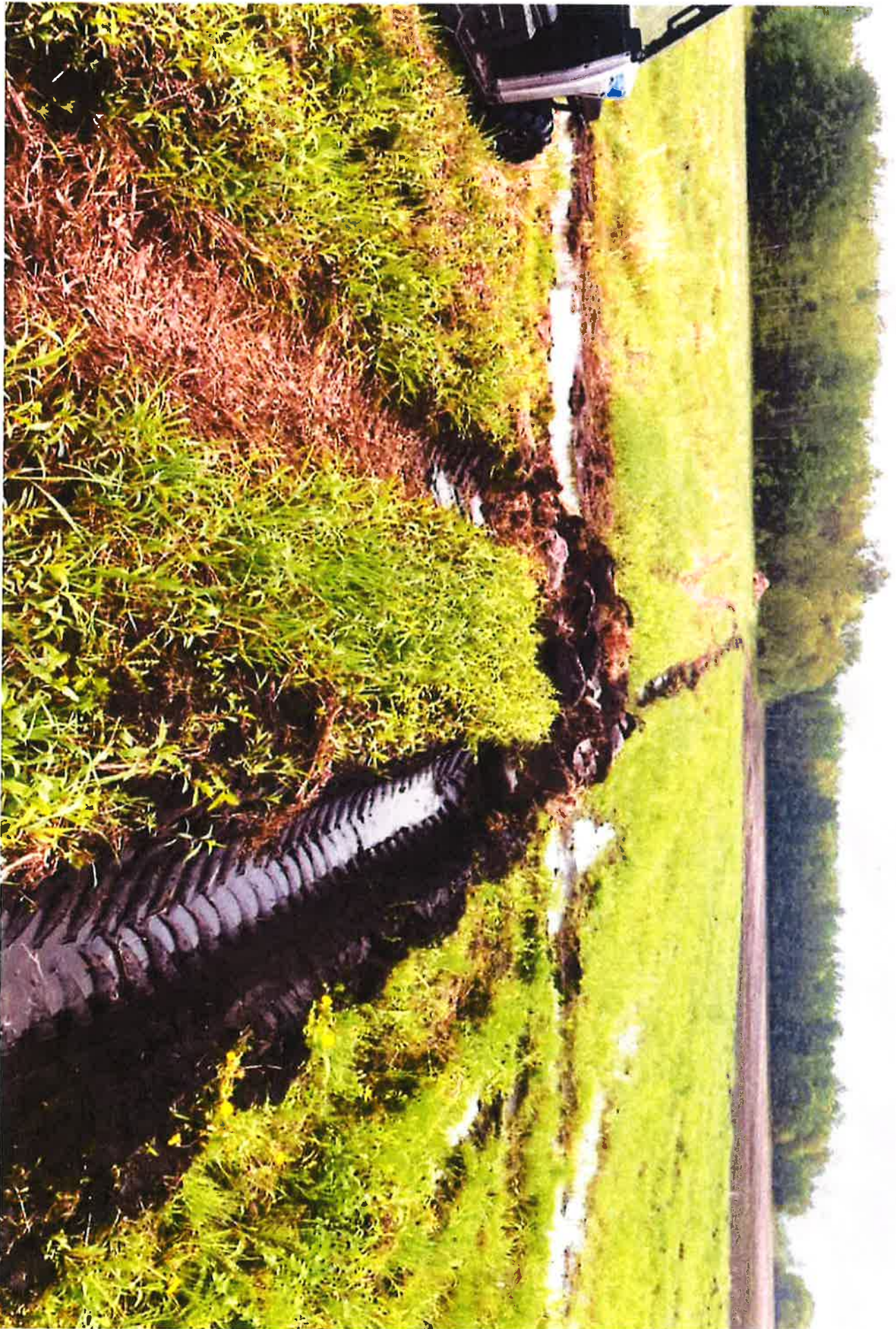
Looking South

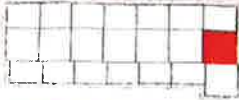


Looking North

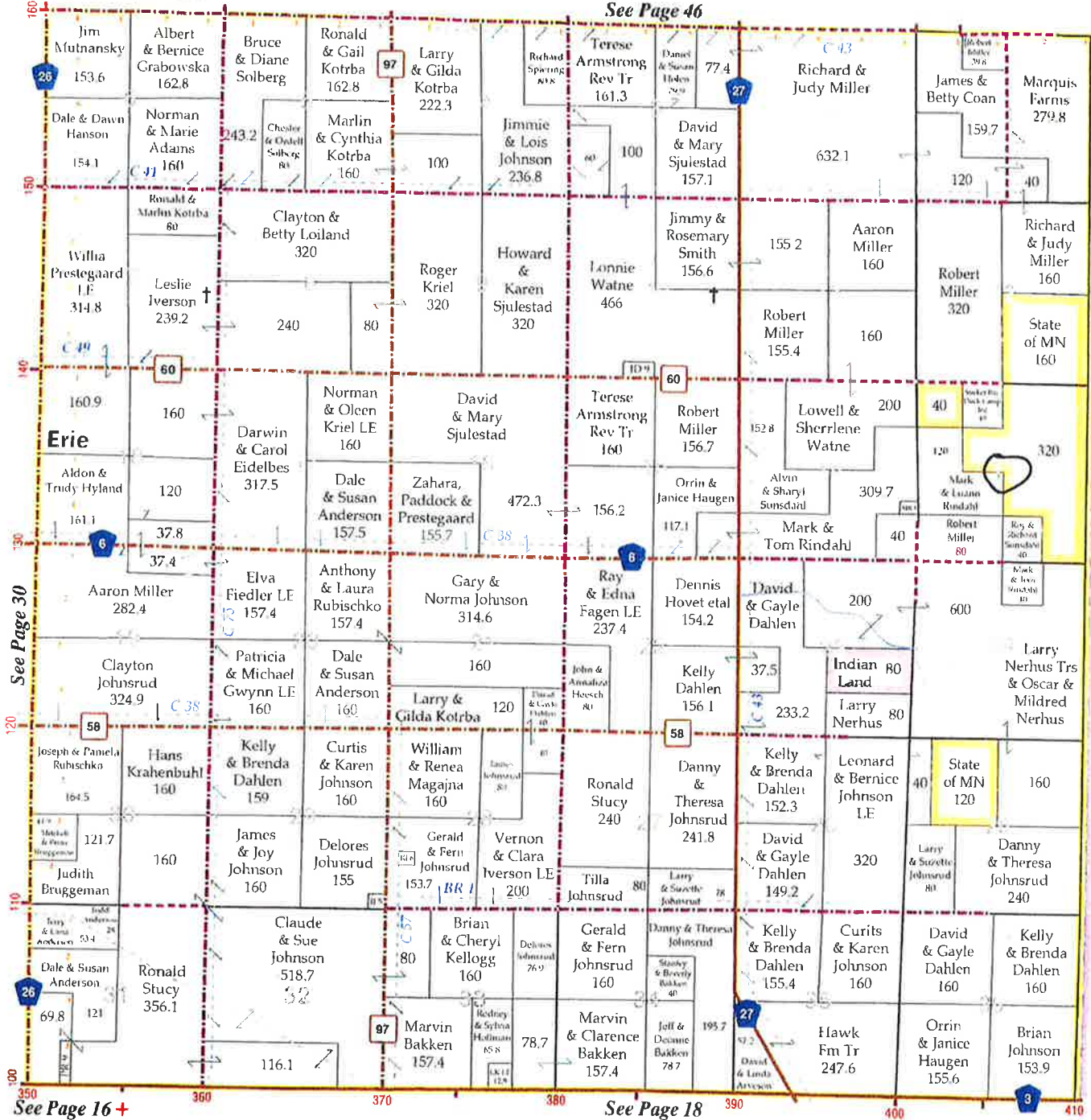


Looking East





See Page 46



better service

CCI makes publishing a new plat book or highway map easy for our clients. They may choose from a variety of sponsorship options and payment schedules to find the one that fits their needs. We will work closely with clients who want to be intimately involved or work independently to produce the best maps possible. Each client, like each map, deserves special attention.

Rindahl/Miller Dispute

Post Leveling Pictures



Looking South from Rindahl Land to Miller Land



Looking North from Miller Land to Rindahl Land

Picture is taken with camera lowered down



Looking East Along the "Grade"



Looking West Along the Grade

Picture is taken with camera lowered down



Looking Southwest from Rindahl Land to Miller Land

Picture is taken with camera lowered down



Bobby Hahn
Supervisor, Environment
Projects (US)

tel 218-522-4751
bobby.hahn@enbridge.com

Enbridge Energy, Limited Partnership
11 East Superior St,
Suite 125
Duluth, MN 55802

June 8, 2020

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

Subject: Enbridge Energy, Limited Partnership
Red Lake Watershed District
Permit Application for the Line 3 Replacement Project

Dear Mr. Jesme,

Enbridge Energy, Limited Partnership ("Enbridge") submits this application to construct and operate the Line 3 Replacement Project (the "Project") across Red Lake Watershed District ("RLWD") jurisdictional features. The Project crosses RLWD boundaries from approximate milepost ("MP") 852.7 to MP 929.0 and crosses one jurisdictional feature within the RLWD: the Lost River at MP 885.8 (see maps provided in Attachment A).¹ Enbridge originally applied for a RLWD permit on August 2, 2018. The RLWD issued Permit Number 18083 to Enbridge on August 14, 2018; this permit expired on August 14, 2019.

As you are also aware, on February 7, 2018, Enbridge submitted an official request to the U.S. Army Corps of Engineers ("USACE") for Section 408 permission at the Lost River (see Attachment B). The USACE has advised Enbridge that prior to an issuance of a Section 408 permission, the RLWD (acting as the current non-federal sponsor) must provide a written Statement of No Objection to Enbridge to document that the RLWD is aware of the scope of the Section 408 request and does not object to the request being submitted for review. RLWD issued a Statement of No Objection on September 27, 2018.

Enbridge withdrew its February 2018 Section 408 request due to the overall change in the Project's designated route after the Minnesota Public Utilities Commission granted a Route Permit on June 28, 2018. A new Section 408 request was submitted to the USACE on September 21, 2018.

Due to the expiration of the prior issued RLWD permit and the revised Section 408 request submission to the USACE, Enbridge respectfully submits the attached permit application to obtain permission for construction and operation of the Project at the Lost River, and to obtain a new Statement of No Objection for the Section 408 permission. The enclosed application package includes the following:

- Enclosure A: Completed Permit Application Form.

¹ Per email communication from M. Jesme, RLWD to J. Motis, Enbridge on June 1, 2018.

- Enclosure B: RLWD overview map, Lambert Township map, and an updated Lost River Site-Specific Plan.
- Enclosure C: Enbridge's Section 408 Review Request submitted to the USACE on September 21, 2018. Note that the Environmental Protection Plan is included as Attachment D of the Section 408 Review Request. Note that Section 2.7 of the Summary of Construction Methods and Procedures (Appendix A of Attachment D) addresses minimum depth of cover requirements.

We appreciate your review of our permit application materials. Should your office determine that our application is complete and the RLWD Board of Managers then decides to issue a permit to Enbridge for the Project, and finds no objection to Enbridge's request for Section 408 permission from the USACE, we respectfully request that you issue a new written Statement of No Objection in letter form to Enbridge's attention. The Statement of No Objection should:

- acknowledge Enbridge's September 21, 2018 official request to the USACE for permission under 33 USC § 408 for the crossing of the Lost River;
- state that you are aware of the scope of the work at the Lost River as outlined in Enbridge's September 21, 2018 request and these permit application materials; and
- state that the RLWD, as the current non-federal sponsor of the Lost River flood control project, does not object to Enbridge's submittal of its written request to the USACE for review.

If you have any further questions or require additional information, please call me at (218) 522-4751 or contact me by email at bobby.hahn@enbridge.com. You may also contact Julianne Motis at (218) 522-4652 or Julianne.Motis@enbridge.com. Thank you for your review, and we look forward to a continued dialogue with RLWD regarding the Line 3 Replacement Project.

Sincerely,



Bobby Hahn
Supervisor, Environment Projects (US)
Line 3 Replacement Project

Enclosures: As Noted

CC: Loren Sanderson, Red Lake Watershed District
Barry Simonson, Enbridge
Julianne Motis, Enbridge



Permit # 20-072

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Earl Pederson		3077 County 42 Bejou, MN 56516		tel:218-790-4100 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Red Lake** Township: **Gervais** Range: **43** Section: **2 1/4: NE1/4, SE1/4**

(4) Describe in detail the work to be performed. **Install pattern tile with lift station pump at one location and gravity pump at another location.**

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

Status

Status	Notes	Date
Approved		June 4, 2020
Received		May 20, 2020

Conditions

The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'Lift Pump' outlet, contingent upon Red Lake County Ditch Authority's approval. The Proposed Tile Grid includes a 40-acre tract described as the SE ¼ SE ¼ Section 2 Gervais Township that does not pay benefits to Red Lake County Ditch #62, where the tile system will outlet. If any work is within a public road and/or public ditch right-of-way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. ■ Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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

RED LAKE WATERSHED DISTRICT
Subsurface Tile Drainage Application

Landowner Name: Earl Peterson Phone: 218-790-4106

Address (Street, City, State, Zip): 3077 Cnty 42 Below rd 56516

Name of designer: Field Drainage / Jess Detarman Phone: 218-698-4628

Name of installer: Field Drainage / Brad Detarman Phone: 218-698-4628

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

Section # 2 Township (Name & #) Gracis 152 Range # 43 County Beall

Land area to be tiled (acres): 332

Type of tiling (circle) Pattern Tile Random Tile

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

Date proposed plan submitted: Month 5 Day 20 Year 20

Pump/lift station outlet flow capacity (GPM) 1400 gal/min

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

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

Signature of Owner [Signature] Date: 5-20-20

RLWD staff use:

Permit # 20-072 Date received: 5/20/20

Drain tile outlets to: Red Lake County Ditch #62

Legal System (Benefited Area): " " + CD60

Culvert size upstream and downstream of tile outlet: 60" RCP + 60" CMP



Nick Olson

From: Kurt Casavan <kacenv@co.red-lake.mn.us>
Sent: Tuesday, June 9, 2020 2:37 PM
To: Nick Olson
Subject: FW: Request for Earl Pederson to Petition 40 acres into County Ditch 62

*Nick,
Here is the information you requested*

*Kurt Casavan
Red Lake County Environmental Officer
PO Box 265
Red Lake Falls, MN 56750
(218) 253-4121 Office
(218)791-5776 Mobile*

From: Kurt Casavan
Sent: Tuesday, June 2, 2020 2:53 PM
To: 'pederbro@gvtel.com' <pederbro@gvtel.com>
Subject: RE: Request for Earl Pederson to Petition 40 acres into County Ditch 62

*Earl,
I have received your request to petition the SE ¼ SE ¼ Section 2 T151N R43W (Gervais Township) into the County Ditch 62 drainage system. As discussed, due to COVID-19 we will mail out notices and have a hearing at a later date. Landowner were called and I did not receive any negative responses about including the 40 acres in question in your tile project, draining into County Ditch 62. You may move forward with adding the parcel to your tiling project. Thanks for your cooperation.
Take care,*

*Kurt Casavan
Red Lake County Environmental Officer
PO Box 265
Red Lake Falls, MN 56750
(218) 253-4121 Office
(218)791-5776 Mobile*

From: pederbro@gvtel.com <pederbro@gvtel.com>
Sent: Tuesday, June 2, 2020 7:06 AM
To: Kurt Casavan <kacenv@co.red-lake.mn.us>
Subject: RE: Request for Earl Pederson to Petition 40 acres into County Ditch 62

Kurt,

I am drain tiling the East ½ of Section 2 in Gervais Township.

I would like to petition for the right to use County Ditch 62 as an outlet for the SE1/4 of the SE1/4 of Section 2 T151N R43W (Gervais Township).

Sincerely,

Earl Pederson

From: Kurt Casavan <kacenv@co.red-lake.mn.us>

Sent: Monday, June 1, 2020 3:15 PM

To: pederbro@gvtel.com

Cc: Nick.Olson@redlakewatershed.org

Subject: Request for Earl Pederson to Petition 40 acres into County Ditch 62

Earl,

You asked to attach a 40 acre parcel of land to your tile project in the E ½ of Section 2 of Gervais Township. The 40 acre tract in question is the SE1/4 SE1/4 Section 2 Gervais Township. The Red Lake Watershed District denied the addition of this 40 acre tract in your original tile permit, due to it not paying into County Ditch 62. Normal procedure would be to send out notices to landowners who are currently listed on County Ditch 62 . As you and I discussed, holding a hearing on your petition into County Ditch 62 could take months, due to COVID-19.

I called the landowners on County Ditch 62 and discussed the matter with them. I explained you will continue to pay into County Ditch 61(to the south), because that is the way the surface drainage flows, on the 40 acre tract in question. You will still have to petition to outlet into County Ditch 62 and establish benefits. There will still be an official hearing at a later date to be determined. After discussing the matter I did not receive any negative objections from the landowners on County Ditch 62.

To move your tiling project forward I will need you to Petition to Outlet into County Ditch 62 at this time.

I will need you to reply to this email Petitioning for the right to use County Ditch 62 as an outlet for the SE1/4 SE1/4 Section 2 T151N R43W (Gervais Township). Make sure you use the legal description in your email, and word it in a similar manner, as noted in the previous sentence. If you have questions call me.

Remember no work can be done until I receive this request from you. I have contacted Nick Olson at the Red Lake Watershed District and shared this information with him. Nick is also included on this email. Thanks for your cooperation Earl.

Respectfully,

Kurt Casavan

Red Lake County Environmental Officer

PO Box 265

Red Lake Falls, MN 56750

(218) 253-4121 Office

(218)791-5776 Mobile



Pederson Brothers
Geravias 2E

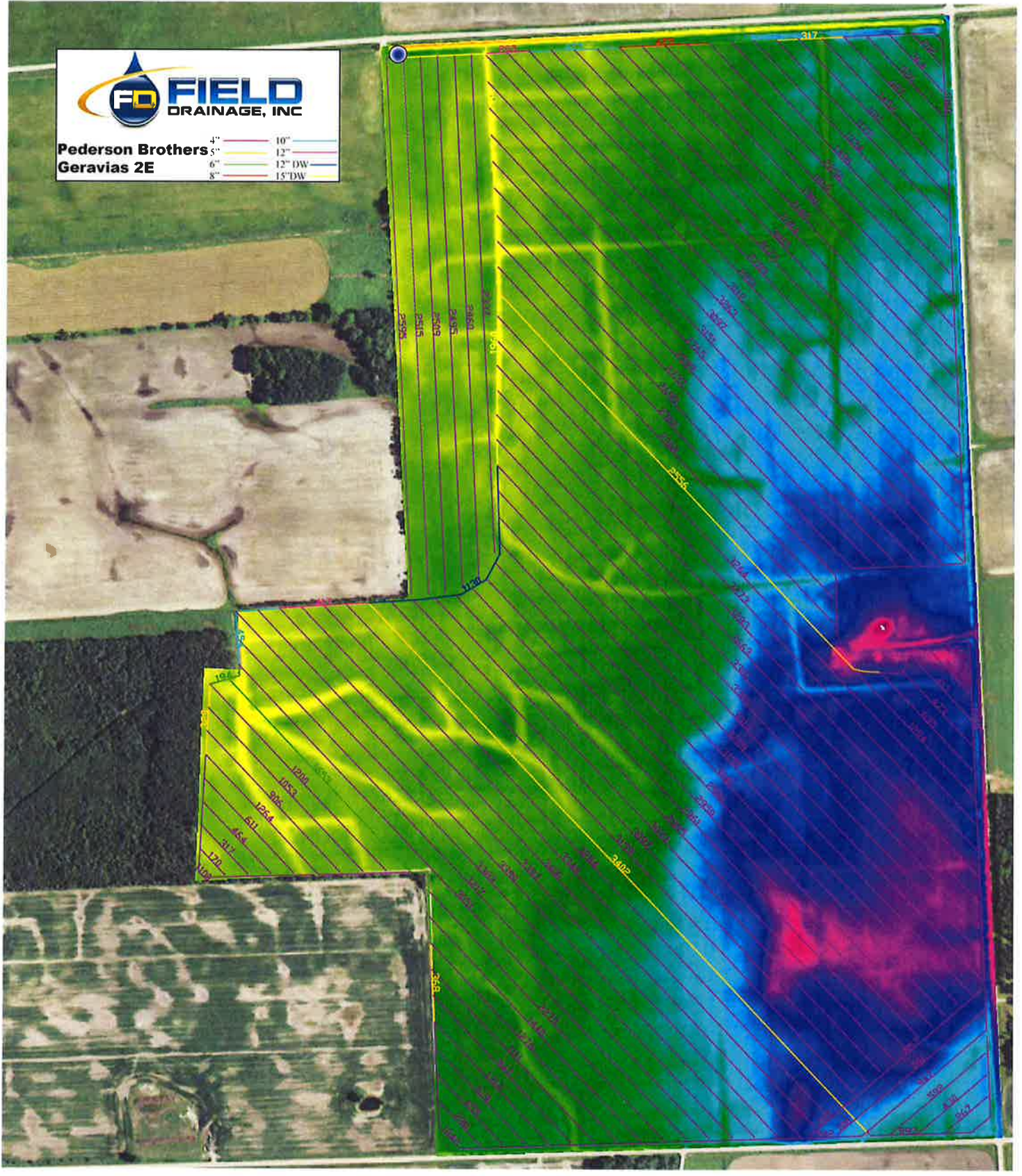
- | | |
|----|--------|
| 4" | 10" |
| 5" | 12" |
| 6" | 12" DW |
| 8" | 15" DW |





Pederson Brothers
Gervias 2E

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



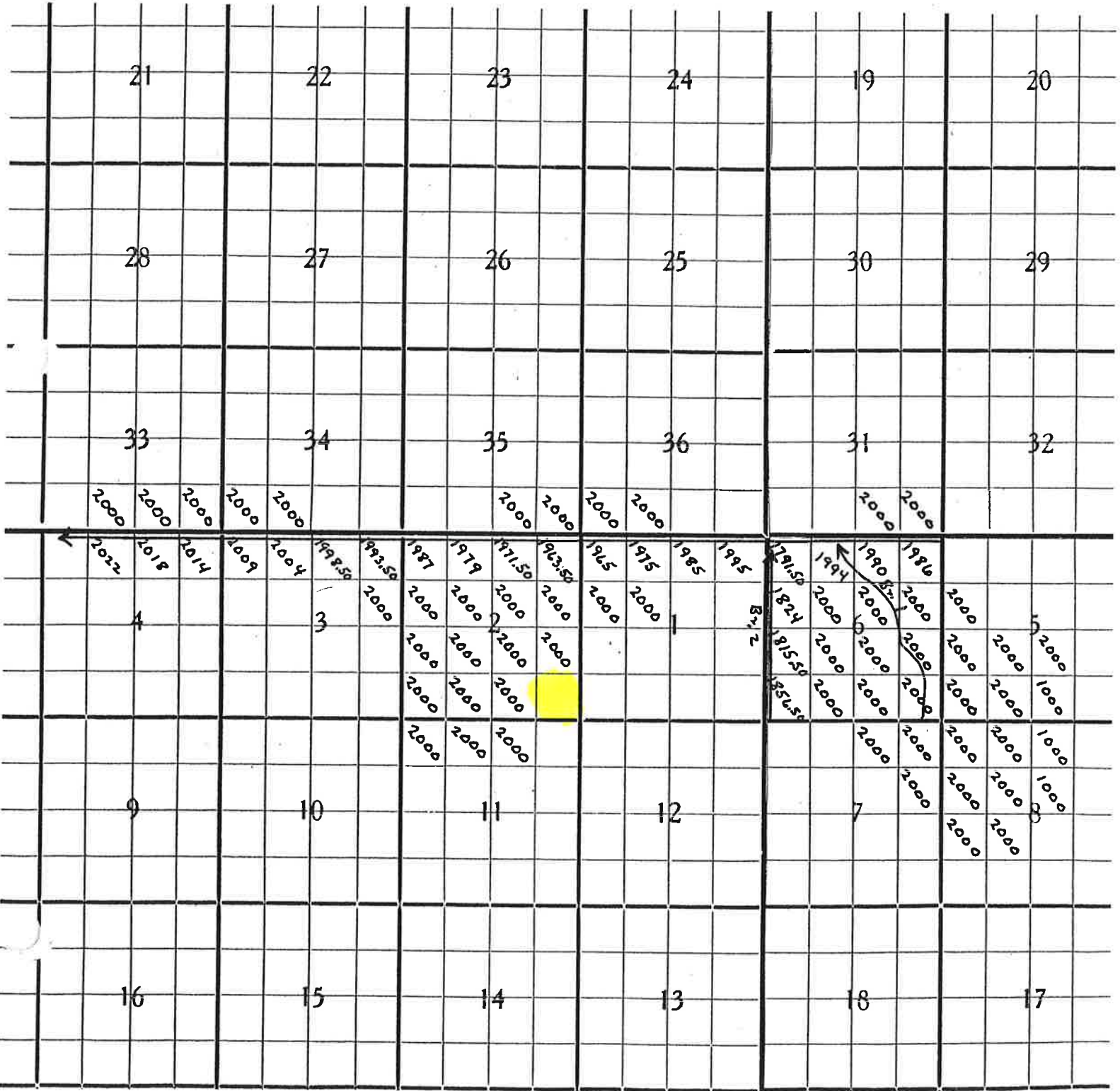
Gervais 2



COUNTY DITCH # 62

RIVER TOWNSHIP
 GERVAIS TOWNSHIP

EMARDVILLE TWP.

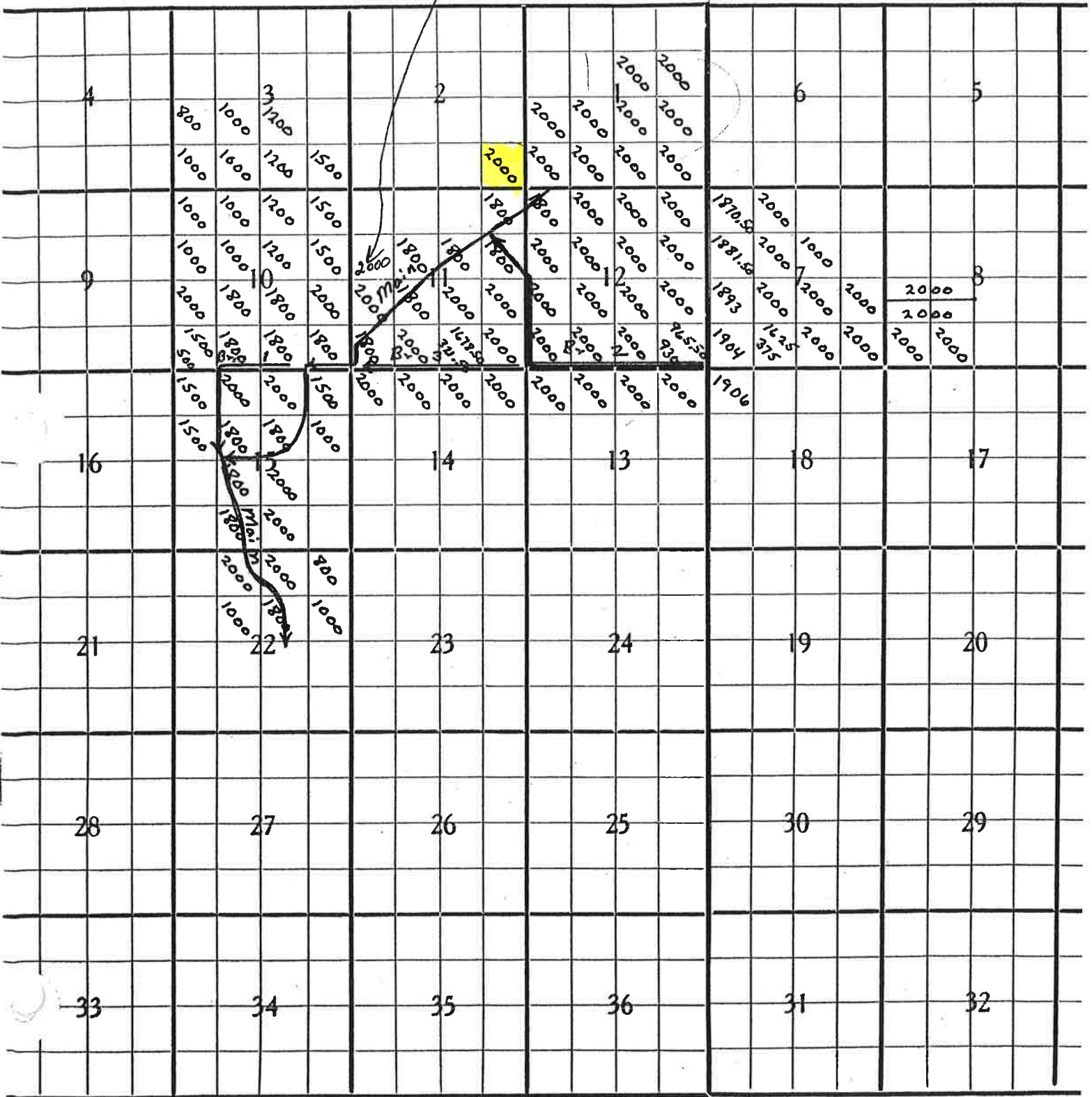


COUNTY DITCH # 60

GERVAIS TOWNSHIP

EMARDVILLE TOWNSHIP

SW 1/4 NW 1/4 SEC 11
INC BOOK BUT NOT
NOTED HERE PREVIOUSLY



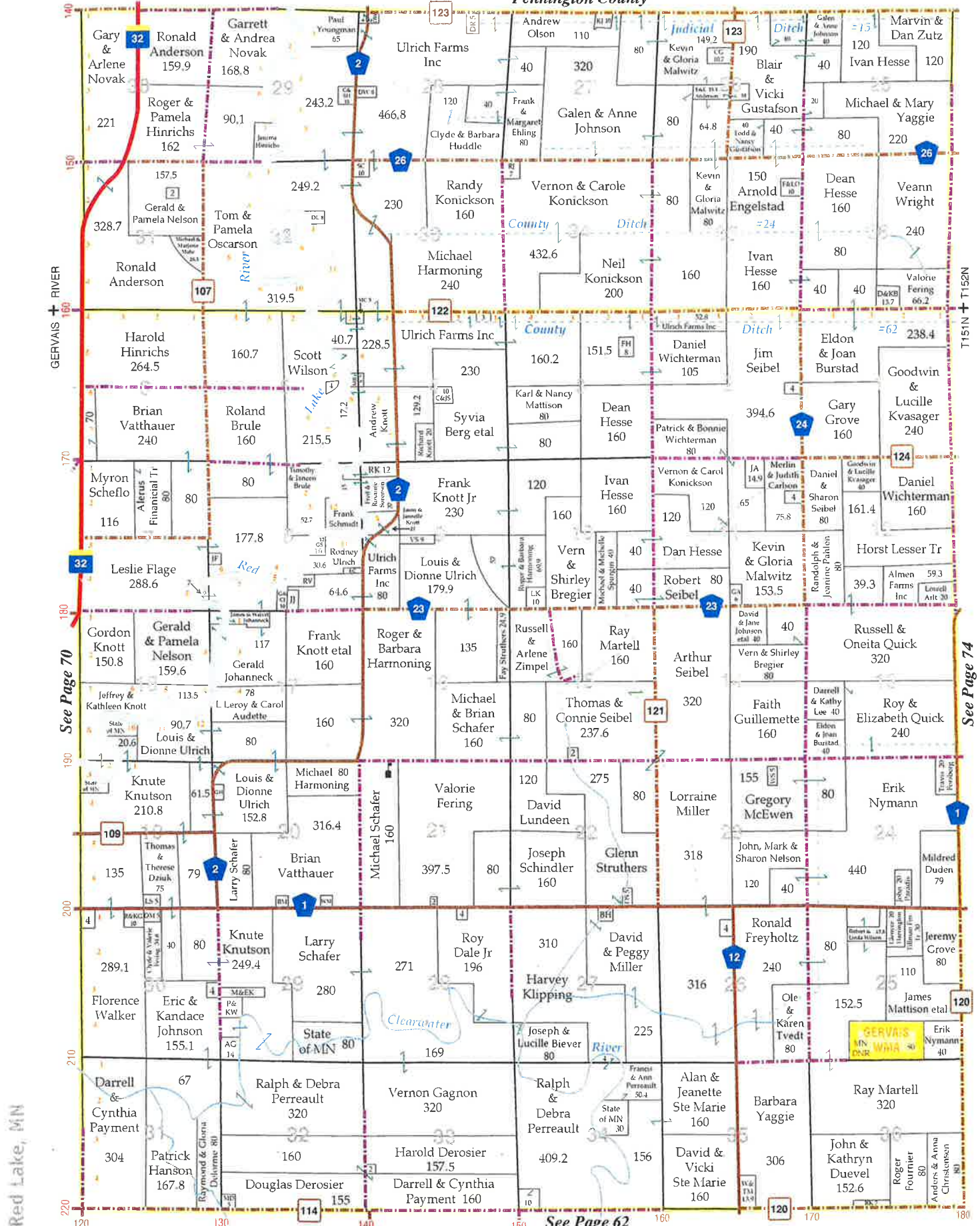


7. River & Servais

T.151-162N - R.43W

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Pennington County



GERVAIS RIVER

See Page 70

See Page 62

Red Lake, MN

T.151N

See Page 74

T.152N

See Page 62



Permit # 20-089

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Kevin Malwitz		115 Woodland Court Thief River Falls, MN 56701		tel: mobile: 218-686-5677 fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Red Lake** Township: **None** Range: **43** Section: **36 1/4; SW1/4**

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

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

Status

Status	Notes	Date
Approved		June 5, 2020
Received		June 4, 2020

Conditions

The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'Gravity' outlet; contingent upon Red Lake County Ditch Authority's approval. The proposed tile grid includes an 80-acre tract described as the N 1/2 SW 1/4 Section 36 River Township that does not pay benefits to Red Lake County Ditch #62, where the tile system will outlet. If any work is within a public road and/or public ditch right-of-way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. ■ Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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

RED LAKE WATERSHED DISTRICT
Subsurface Tile Drainage Application

Landowner Name: Kevin Malwitz Phone: 218 686 5677
Address (Street, City, State, Zip): 115 Woodland Court T.R.F. MN 56701
Name of designer: Field ~~Field~~ Drainage Inc Phone: 218 698 4628
Name of installer: Field Drainage Inc Phone: _____

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

Section # 36 SW Township (Name & #) River T152 N Range # 43W County Red Lake

Land area to be tiled (acres): 150

Type of tiling (circle) Pattern Tile Random Tile

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

Date proposed plan submitted: Month 6 Day 3 Year 2020

Pump/lift station outlet flow capacity (GPM) 700

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

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

Signature of Owner:  Date: 6 3 20

RLWD staff use:

Permit # 20-089 Date received: 6/4/20

Drain tile outlets to: Red Lake County Ditch #62

Legal System (Benefited Area): " " + RL CD # 241

Culvert size upstream and downstream of tile outlet: D.S. = 60" RCP

JUN 04 2020

MJ

Nick Olson

From: Kurt Casavan <kacenv@co.red-lake.mn.us>
Sent: Thursday, June 4, 2020 5:44 PM
To: kjmalwitz@yahoo.com
Cc: Nick Olson
Subject: Kevin Malwitz Petition to outlet N 1/2 SW 1/4 Section 36 T152N R43W (River Twp.) into County Ditch 62

Kevin,

As we discussed before, the N ½ of the SW ¼ currently drains into County Ditch 24, located on the north side of the SW ¼ Section 36 River Township. You wish to tile the entire SW ¼ to gravity flow into County Ditch 62, located on the south side of said SW ¼. The south half of the SW ¼ already pays into the County Ditch 62 drainage system. Therefore as we discussed you will have to Petition to use the County Ditch 62 drainage system as an outlet for the N ½ of the SW ¼ of Section 36 in River Township.

In doing so you will continue to pay into the County Ditch 24 drainage system, as well as paying into the County Ditch 62 system. I called landowners on the County Ditch 62 drainage system and discussed these details with them. They had no opposition to you using County Ditch 62 as an outlet. I made these phone calls because we cannot have our normal hearings at this time due to COVID-19 issues. I told the landowners we will still have the hearing at a later date when we are able to do so.

This brings us to the matter at hand, having you request to use County Ditch 62 as an outlet. No work can be done until I receive this request in an email to me. The request will read as follows: I would like to petition to use County Ditch 62 as an outlet for the N ½ of the SW ¼ Section 36 T152N R43W (River Township). Then type your first and last name at the end of the request. Remember this N ½ will now have dual benefits, for both County Ditch 24 as well as County Ditch 62. I eagerly await your email request for outlet into County Ditch 62, as noted above. Respectfully

*Kurt Casavan
Red Lake County Environmental Officer
PO Box 265
Red Lake Falls, MN 56750
(218) 253-4121 Office
(218)791-5776 Mobile*

Spoke with Allen Page

June 4th about prior approval. He
gave approval. Kurt Casarin spoke with
a Genes & River Top official
about cutting of Road for outlet Line.
They had no objections.

- N. Olsen

Nick Olson

From: Kurt Casavan <kacenv@co.red-lake.mn.us>
Sent: Thursday, June 4, 2020 7:00 PM
To: Kevin Malwitz
Cc: Nick Olson
Subject: Re: Tile petition

Kevin,

That sounds good. Talked with Nick Olson at the Red Lake Watershed District and you can proceed with your tile project tomorrow. Thank you for your cooperation. Good Luck.

Take care,

Kurt Casavan
Red Lake County Environmental Officer

On Jun 4, 2020 6:40 PM, Kevin Malwitz <kjmalwitz@yahoo.com> wrote:

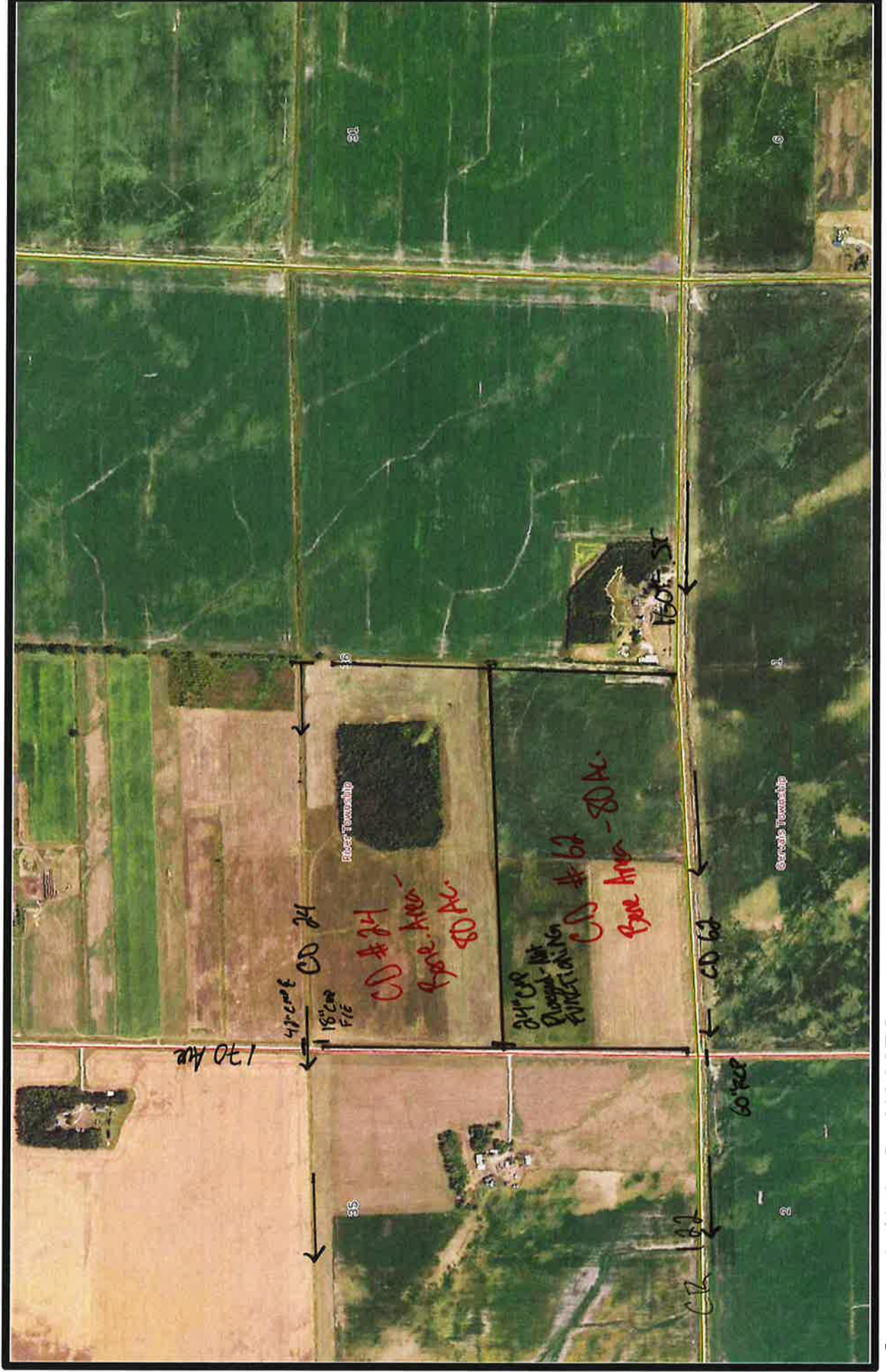
Kurt,


I would like to petition to use County Ditch 62 as an outlet for the N ½ of the SW ¼ Section 36 T152N R43W (River Township).

Thank you, Kevin Malwitz

Sent from my iPhone

Malwitz





Kevin Malwitz
River 36SW

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



COUNTY DITCH # 62

RIVER TOWNSHIP
GERVAIS TOWNSHIP

EMARDVILLE TWP.

21	22	23	24	19	20
28	27	26	25	30	29
33	34	35	36	31	32
9	10	11	12	7	8
16	15	14	13	18	17

2000 2000 2000
2000 2000
2000 2000

A

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1979
1971.50
1963.50

B

2000 2000 2000
2000 2000 2000
2000 2000 2000
2000 2000 2000

2000 2000

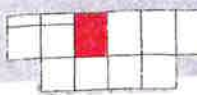
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1961

B-2

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1961
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1986

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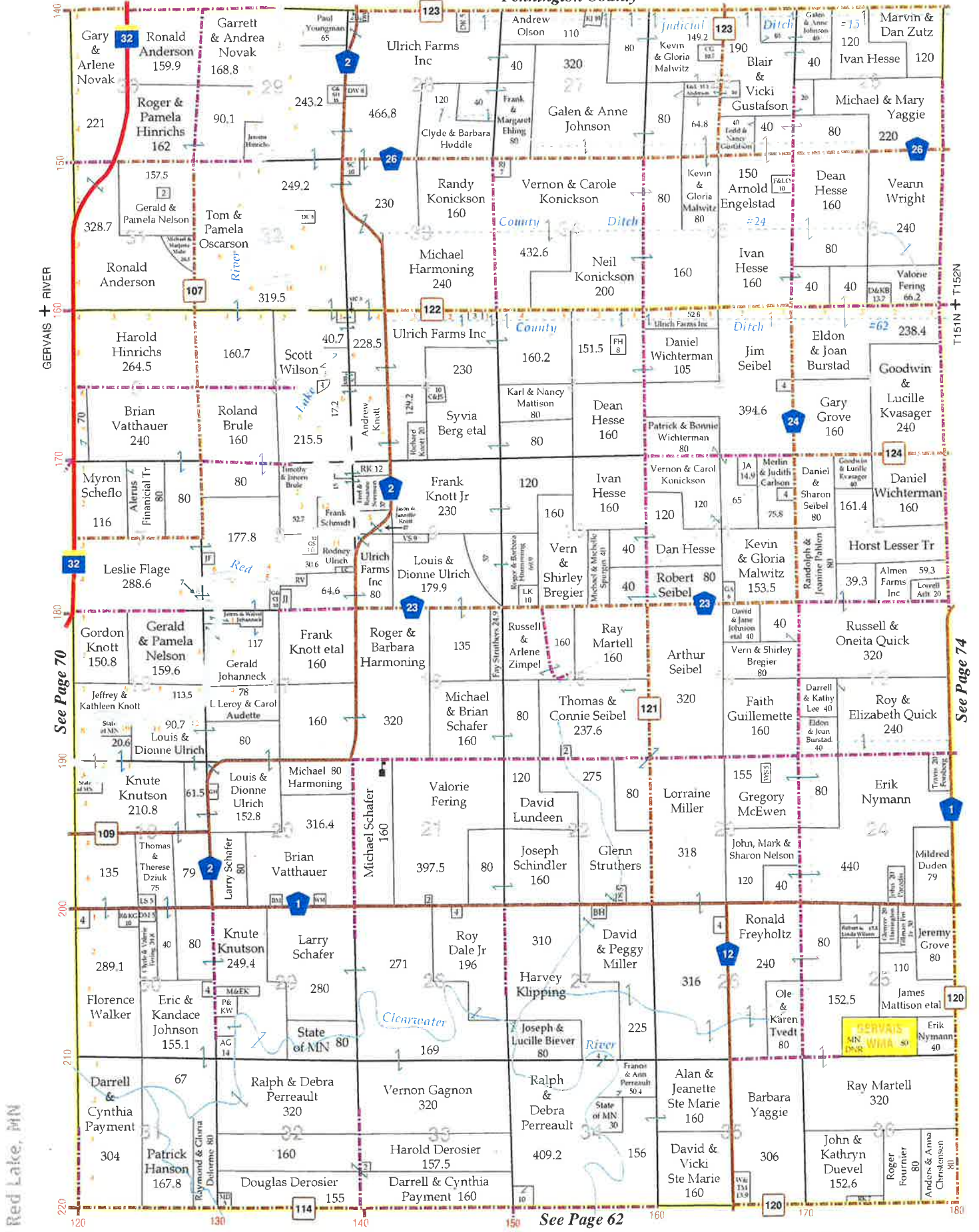


7. River & Gervais

T.15S - 152N - R.43W

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Pennington County



GERVAIS RIVER

See Page 70

Red Lake, MN

T.152N

See Page 74

T.155N

See Page 62



Permit # 20-071

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Earl Pederson		3077 County Hwy 42 Bejou, MN 56516		tel: mobile: 218-790-4106 fax:

General Information

(1) The proposed project is a:

Surface Drainage (New Ditch or Improvement)

(2) Legal Description

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

(4) Describe in detail the work to be performed. **Clean silt out of the road ditch along the north side of township road 124**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Water filling in the ditch.**

Status

Status	Notes	Date
Approved		June 4, 2020
Received		May 20, 2020

Conditions

RLWD approval to clean a north road ditch and lower a 24" CMP centerline culvert; as per approval of Gervais Township & Red Lake County Highway Department, proposed work is within Township & County Road Right-of-Way. Due to Legal Drainage System Benefitted Area concerns, existing drainage/flow patterns shall not be changed or diverted. A ditch bottom profile with an approved ditch grade has been completed and will be provided to the applicant. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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



Permit # 20-073

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Earl Roed	E&D Roed Revocable Living Trust	34905 290th Avenue SE McIntosh, MN 56556		tel:218-563-4232 mobile: 218-686-6592 fax:

General Information

(1) The proposed project is a:

Surface Drainage (New Ditch or Improvement)

(2) Legal Description

(3) County: **Polk** Township: **King** Range: **41** Section: **10 1/4: NW1/4**

(4) Describe in detail the work to be performed. **Clean a portion of ditch on south side of abandoned 350th Street for 1100 feet joining to hte point where ditch has already been cleaned and installing culverts.**

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

Status

Status	Notes	Date
Approved		June 4, 2020
Received		May 26, 2020

Conditions

RLWD approval as per NRCS plan set submitted. Work permitted includes cleaning of a south road ditch along an abandoned township road for approximately 1,100' and the installation of a 15" diameter centerline culvert. Applicant may up-size proposed 15" centerline culvert to an 18" diameter culvert. If any work is done within a legal road right of way, applicant shall contact the road authority for their approval. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O./L.S.

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



Permit # 20-075

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Lessor Township	25804 310 Street SE McIntosh, MN 56556		tel:218-280-1520 mobile: fax:

General Information

(1) The proposed project is a:

Road Grading

(2) Legal Description

(3) County: **Polk** Township: **Lessor** Range: **41** Section: **12 1/4**:

(4) Describe in detail the work to be performed. **Raise township road to alleviate flooding.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Reduce damages during flood events.**

Status

Status	Notes	Date
Approved		June 10, 2020
Received		May 18, 2020

Conditions

RLWD approval to build up low areas of a township road to alleviate flood events from over-topping the road. Applicant must receive written permission from the adjacent upstream landowner(s) prior to commencement of work. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O. – L.S.

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



Permit # 20-076

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Garden Valley Technologies	201 E Ross Avenue, PO Box 259 Erskine , MN 56535		tel:218-687-5251 mobile: fax:

General Information

(1) The proposed project is a:

Other

(2) Legal Description

(3) County: **Pennington** Township: **Sanders** Range: **44** Section: **None 1/4**:

(4) Describe in detail the work to be performed. **Install Fiber Optic from St.Hilaire to Thief River Falls**

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

Status

Status	Notes	Date
Approved		June 4, 2020
Received		May 27, 2020

Conditions

Red Lake Watershed District (RLWD) approval as per approval of all affected road and ditch authorities and utilities; new lines shall be installed at a minimum of at least 3 feet below the flowline (channel bottom) of rivers, streams, ditches, legal and natural drains. Applicant shall coordinate with HDR Engineering (218-681-6100) when crossing RLWD Project #178 TRF West Side Flood Damage Reduction Project to ensure adequate depth when crossing under the project. A map of said project will be sent to the applicant. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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



Permit # 20-077

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Wylie Township	15236 170th Ave SW Red Lake Falls, MN 56750		tel: 218-253-2241 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Wylie** Range: **45** Section: **25 1/4**:

(4) Describe in detail the work to be performed. **Remove and replace a 60" diameter centerline culvert.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Culvert sections are separating.**

Status

Status	Notes	Date
Approved		June 4, 2020
Received		May 29, 2020

Conditions

RLWD approval to remove a 60" diameter center-line culvert and replace it with a 42" diameter culvert. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O

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



Permit # 20-081

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Pennington County Highway Department	250 125th Ave NE Thief River Falls, MN 56701		tel:218-686-9298 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **River Falls** Range: **43** Section: **10 1/4**:

(4) Describe in detail the work to be performed. **Replace a 24" centerline culvert**

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

Status

Status	Notes	Date
Approved		June 4, 2020
Received		June 2, 2020

Conditions

RLWD approval to remove and replace a 24" diameter centerline culvert, in kind, at the same elevation. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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



Permit # **20-082**

Status Report: **Approved**

Applicant Information

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Deer Park** Range: **40** Section: **10 1/4**:

(4) Describe in detail the work to be performed. **Relacement of a 24" Centerline Culvert**

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

Status

Status	Notes	Date
Approved		June 4, 2020
Received		June 2, 2020

Conditions

RLWD approval to remove and replace a 24" diameter centerline culvert, in kind, at the same elevation. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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



Permit # 20-083

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Shirley Strand		1006 Greenwood Street East Apt. 3008 Thief River Falls, MN 56701		tel: mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Poplar River** Range: **42** Section: **27 1/4**:

(4) Describe in detail the work to be performed. **Extend existing culvert.**

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

Status

Status	Notes	Date
Approved		June 9, 2020
Received		June 2, 2020

Conditions

RLWD approval to extend an 18" diameter field entrance culvert; as per approval of Red Lake County Highway Department, proposed work is within county Road #119 Right-of-Way. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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



Permit # 20-085

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Shirley Strand		1006 Greenwood St. East Apt. 3008 Thief River Falls, MN 56701		tel: mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Poplar River** Range: **42** Section: **34 1/4**:

(4) Describe in detail the work to be performed. **Extend existing crossing.**

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

Status

Status	Notes	Date
Approved		June 9, 2020
Received		June 2, 2020

Conditions

RLWD approval to extend an 18" diameter field entrance culvert; as per approval of Red Lake County Highway Department, proposed work is within county Road #119 Right-of-Way. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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



Permit # 20-090

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Robert Finstad		14648 140th Street NE Thief River Falls, MN 56701		tel: mobile: 218-689-6328 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Rocksbury** Range: **43** Section: **10 1/4: SW1/4 SE1/4**

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

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

Status

Status	Notes	Date
Approved		June 9, 2020
Received		June 4, 2020

Conditions

RLWD approval to install a 36" diameter access culvert, as per approval of Pennington County Highway Department; proposed work is within County State Aid Highway #7 Right-of-Way. Applicant is responsible for utility locates by calling Gopher 1 at (1-800-252-1166) N.J.O.

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

Red Lake Watershed District - Administrators Report

June 11, 2020

Red River Watershed Management Board – LeRoy and I will be attending the RRWMB June 16, 2020 via Microsoft Teams. This is the same program that the RLWD staff used while working remotely from home. I will be giving an update on the TRF Westside FDR Project to the Red Board.

I also attended the RRWMB Finance Committee meeting which was held partially live at 10:00 am, June 2, 2020. A few of the participants met via internet telephone conference which worked out rather well.

River Watch Newsletter – I have included in your packet the River Watch Newsletter for your review. Some hot points for our District is the fact Red Lake County Central has won gold 2 years in a row, Red Lake Falls was recognized for their 20 years of River Watch participation and Sidney Olson (RLCC) was awarded the first River Watch Scholarship in the amount of \$2,000. This is a great reflection on the Districts program as well as Ashley's commitment in making sure the kids feel ownership in this program.

Threat Ring – We have all the three plans and specification to complete this ring dike which include earthen dike, concrete retaining wall and septic relocation. We are clearly up against the wall on timing and with all the moving parts to this contract, we hope to have quotes in by next Monday. I have delegated all construction inspection and review of plans and specification to Dave for completion.

FEMA D/FIRM/RLWD Project 172 – There will be a FEMA Coordination meeting held from 10:00 – 11:00 am, June 17, 2020. The purpose of the meeting is to update community officials and update the map process, next steps, ordinance information, public comment period and areas of concern. This is all part of a grant that Red Lake Watershed District and MnDNR partnered in to review the floodplain along the Red Lake River from Thief River Falls to East Grand Forks.

River Rendezvous

Promoting watershed education and awareness in the Red River Basin



A Memorable 25th Annual Forum

The 25th River Watch Forum wrapped up in early May in quite an unusual way. Although the Forum projects took place in person, in classrooms and community meetings throughout the Red River Basin, we were unable to gather all our students together in one place to celebrate 25 years of River Watch. Though nothing truly compares to gathering students from across our watershed, we did create a series of videos to highlight the work being done by our River Watch Teams and to celebrate another year of River Watch.



For this year's Forum project, River Watch students and teachers delivered many innovative and exciting programs to engage people of all ages in watershed education. Portions of our virtual Forum videos came from elementary classrooms, early morning team meetings before school, and community gatherings throughout the Red River Basin. We had a total of 19 projects turned in from 13 subwatersheds in both the North Dakota and Minnesota sides of the Red River Basin. Combined, the efforts of our River Watch Teams reached over 305 people!

Though we were expecting to gather in March with over 300 students in attendance and we are looking forward to working with students again, we were encouraged that our videos, and students' projects, were viewed over 2,400 times! With so much of this year's Forum being focused on the future of River Watch, one thing we want to continue to grow in is sharing information or videos online to reach a greater amount of people.

Our programming is meant to provide a diverse skill set and challenge students to think critically about the watershed they live in. As seniors in River Watch move on to their next chapter, we would like to thank them for being in River Watch and encourage them to keep in touch about special projects and internships in the future.

If you are interested in viewing our 25th Annual Forum Video Series, please check out our [Facebook page](#) or the [home page of our website](#).



Plan to complete goals:


- Pre-Tests
- Vocab Words
- Book
- Water Clarity Worksheet
- Clarity Lab



River Watch Forum Awards

How Zebra Mussels Spread

1. Zebra mussels spread by water related equipment being exposed to zebra mussel infested waters & then transferred to lakes and other waters that are zebra mussel free.
2. Zebra mussel larvae (veligers) are free floating organisms that can spread through streams and other waterways using water currents.
3. Female zebra mussels can produce up to 1 million eggs per year.



Zebra mussels attached to a native mussel

The Clean, Drain, Dry Game

"This game was played with 7th graders but can be played with other grade levels"

Get Ready:

1. Go through presentation and objectives in classroom with students.
2. Go to gym and get into 3 groups.

Get Started:

3. Each group represents a different way to Clean Drain Dry (C.D.D.).
4. First group of students gets into boats (1st group doesn't C.D.D. = zebra mussel infestation. Lakes lose diversity of fish & aquatic plants).
5. Second group gets into boats; only 1/2 C.D.D. (same result as group #1).
6. Third group gets into boats (all C.D.D. = no spread of zebra mussels).

Finish:

7. Return to classroom to reflect on game and take post quiz. (Majority of students scored a 94%+ on post quiz; some quiz questions below.)
8. Bobber cookies for a job well done!

Q&A


- what do zebra mussels eat?
- how many lakes are infested in MN?
- what do zebra mussels look like?
- how do zebra mussels spread?

Objectives

- ★ Understanding how zebra mussels move through rivers & lakes
- ★ Understand why Clean, Drain, Dry is Important

Environmental Impacts

1. Zebra mussels filter water resulting in removal of food sources for native aquatic species.
2. Causes damage to boat engines by clogging the motor.
3. In locally infested waters, zebra mussels can clog intake pipes & filters, reducing water pumping capabilities for cities.



Red Lake County Central took home the **2020 River Watch Forum Judges' Choice Gold Award**, with a project that focused on Clean, Drain, Dry practices to prevent the spread of AIS. Congratulations to RLCC for their second Gold Award in a row!



Climax-Shelly tied to receive the **2020 River Watch Forum Judges' Choice Silver Award**. Climax-Shelly designed an education program that engaged community members in watershed monitoring techniques and motivations.

<h3>Who?</h3> <p>Larimore High School Riverwatch Team</p> <ul style="list-style-type: none"> A group of high school students concerned about the Turtle River and how it affects our daily lives. 	<h3>What?</h3> <p>Fun Activities for 3rd Graders</p> <ul style="list-style-type: none"> Precipitation: Candy Walk Beginning of the Watershed: Gravity Table End of the Watershed: Wheel of Fortune Tributary: Minnow Races Animals in the River: Fishpond Review: Duck Pond 	<h3>Why?</h3> <p>3rd Grade Watershed Objectives</p> <p>Students will learn</p> <ul style="list-style-type: none"> The different types of precipitation. How precipitation becomes part of a watershed. How water travels through the Red River Watershed. Why the Larimore Dam was built. <p>3rd graders need an active and fun learning environment.</p>
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Larimore tied to receive the **2020 River Watch Forum Judges' Choice Silver Award**. Larimore hosted a Watershed Extravaganza for the 3rd graders at their school. Students moved throughout their "watershed" but traveling around the school, participating in a series of activities.



Stephen Argyle Central (SAC) tied for the **2020 River Watch Forum Judges' Choice Bronze Award**. SAC created an education program that utilized a series of skits to engage 3rd graders in topics of water quality.




Norman County East (NCE) tied for the **2020 River Watch Forum Judges' Choice Bronze Award**. NCE created an education program around the concept of Beavers and their watershed.

The Value of Buffalo/Red River Watershed Education at Hawley Elementary



Hello Hawley Elementary 3rd Grade Teachers!

We hope all is well! You likely know of the Buffalo River that runs through our community. Are you or your students aware of its beginning and endpoints? Do you or your students know where in and around Hawley the river can be viewed in a safe manner? What ways is our river enjoyed? Where does all of this water eventually end up? With the help from the Hawley River Watch Team, these questions will all be answered using lessons and activities that are informative, engaging, and timely. Here's why you need this and how it will be implemented.



WHY IS THIS NEEDED?	WHAT ARE THE OBJECTIVES?	WHAT WILL BE THE RESULTS?
Recently, 3rd graders in Mr. Ludwig's class were given a survey about their knowledge of the Buffalo River and Red River Watershed. Only 60% of students knew the name of our local river, and 0% of students could identify its source, mouth, and eventual drainage location. Furthermore, we discovered the majority of the students believed rivers to be very boring, or not on their radar as a place to visit. 70% of students didn't know where in or around town they	Identify Name Local Watershed Source and Mouth of Buffalo River Locations in Hawley to See River Recreational Activities Involving River HOW WILL IT BE TAUGHT? This lesson will begin with a brief survey or pretest. This will allow both the students and teachers to pinpoint prior context knowledge regarding our local watershed and river-based activities. Next, a 20-minute classroom lesson will	In our experiences with the curriculum we've developed, students' knowledge, application of what they learned, and appreciation for the Buffalo River and beyond increased dramatically! In our most recent lesson, students improved 60% in being able to identify our local river. Likewise, we saw 100% increases in being able to name the source and mouth of the Buffalo River as well as naming Hudson Bay as the endpoint of local watershed waters. On top of that, all students could list at least two places in Hawley to see the Buffalo River along with three or more activities to do in or around it. Education = interests = engagement! You've certainly hear a lot of dialogue in your classroom about what the students experienced on the trip and they'll be willing to teach you more about it. That's always a good thing! Possible extensions of this lesson are only limited to your imagination and could be used to cover a number of

3rd Place - Hawley

2nd Place - GF Schroeder 1st Place - Larimore

For this year's forum, all River Watch Team members and their advisors were given the opportunity to view all project videos and flyers and were then able to vote for their favorite!

People's Choice 1st Place - Larimore; Watershed Extravaganza

People's Choice 2nd Place - Schroeder Middle School, Grand Forks; Trash Dash

People's Choice 3rd Place - Hawley; The Value of the Buffalo



Outside of People's Choice and Judges Selection, awards were given for Manager's Choice and years consistently sampling as a part of the River Watch Program. **Cavalier River Watch** was awarded the **Manager's Choice Award** for their project creating a mural of the Tongue River with the 3rd Graders from their school.

Red Lake Falls River Watch was awarded the 20 Year Monitoring Award.

Thank you sponsors!

Moore Engineering, Inc.

Red River Watershed Management Board

North Dakota Department of Health

Buffalo-Red River Watershed District

Sand Hill River Watershed District

George (Bud) Sinner Scholarship Recipients

The International Water Institute is excited to announce our inaugural scholarship recipients. Starting in 2020 by the Board of Directors, the George (Bud) Sinner Scholarship will provide support for River Watch students and for students from the Red River Basin interested in water and natural resources. George (Bud) Sinner (1928-2018) was the International Water Institute's founder and inaugural chairperson. His leadership, vision and commitment to better prepare the next generation of watershed leaders and decision-makers is highlighted in these awards.

River Watch Scholarship:

The River Watch Scholarship is available to seniors who have participated in the River Watch program for at least one year and have shown excellence in leadership through our programming. We are pleased to



award this scholarship to Sidney Olson from Red Lake County Central High School! Sidney has been in River Watch for three years and has helped her team grow in numbers and in their overall determination to deliver high-quality projects. As a team captain for the last two years, she led teams of three and twelve students to the top award at the

2019 and 2020 River Watch Forum. River Watch staff have had the opportunity to work with Sidney as she has taken part in all of the available activities offered. Sidney's work ethic and confidence in leadership are a great combination and will suit her well as she pursues a degree in Education. Good luck Sidney and please keep in touch!

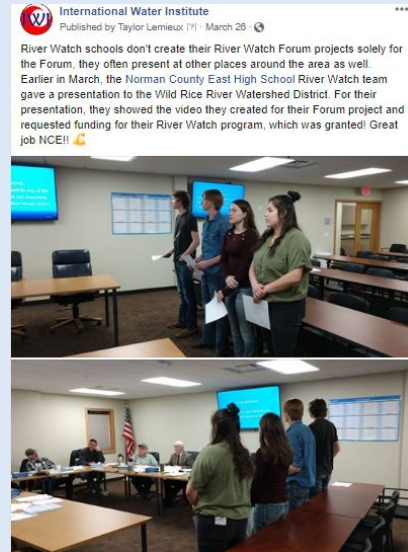
Water & Natural Resources Scholarship:

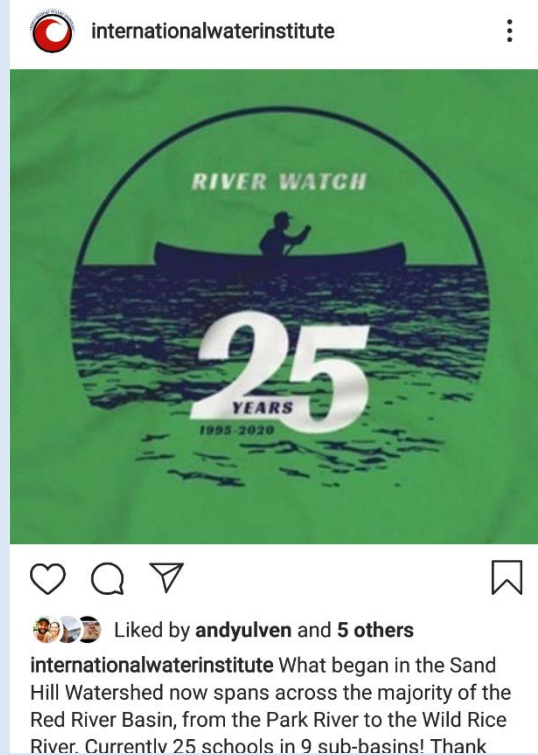
The Water & Natural Resources Scholarship is available to seniors from any high school in the Red River Basin who are pursuing a career in Water Resources, Natural Resources, Environmental Science or another closely related field of study. We are excited to award this scholarship to Ivy Daws from Larimore High School! Ivy will be pursuing a degree in Biology and is passionate about educating others. Her interest and dedication to science is a great start to a career in the Biology field. As a River Watch student herself, Ivy knows the value of water and watershed education as her team has focused on educating her community about the Turtle River Watershed. We are excited to award this scholarship and look forward to hearing from Ivy over the next few years!



Larimore High School biology students (from left) Jacob Schempp, Ty Stromberg, Luke Tupa, Ivy Daws and Riley Cronin use dipnets to scoop up crayfish with teacher Lorrie Berthold this fall at Turtle River State Park. photo by Eric Hylden/Grand Forks Herald

Social Media Highlights





River of Dreams Update

Due to school closures and social distancing guidelines, all group canoe launches were cancelled for this spring, as were the last remaining classroom visits. In response, our teachers have had to adapt accordingly, and we have been working to support whatever alternative works best for them and their classrooms. A majority of our participants have postponed until the fall, with hopes of being able to launch canoes as a class. Other schools have opted to have students launch their canoes with their family and share photos with one another. Though being present at the canoes launches and hearing the dreams of each student are highlights of our staff team, we have appreciated the opportunity to support our schools in whatever we can!



Keep on the lookout for more updates as this unique River of Dreams season continues to unfold!