

RED LAKE WATERSHED DISTRICT

April 14, 2022

9:00 a.m.

Agenda

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	March 24, 2022 Minutes	Action
	Financial Report dated April 13, 2022	Action
	2021 Audit-Brady Martz – Brian Opsahl	Info./Action
9:30 a.m.	Bid Opening – Knutson Dam Structure Replacement RLWD Project No. 50F	Info./Action
	Ditch 10 Outlet, RLWD Project No 161	Information
	Black River Impoundment, RLWD Project No. 176 Land Rental	Action
	Moose River-JD 21 Channel Stability Proposal-Houston Eng., Inc.	Info./Action
	Flood Damage Reduction Monitoring Committee Legislative-Citizen Commission on Minnesota Resources (LCCMR) Grant Application.	Action
	County Ditch 1, RLWD Project No. 103-Landowner Meeting	Information
	Pine Lake Project-Phase 2, RLWD Project No. 26	Info./Action
	Burnham Creek, RLWD Project No. 43B- Hammond Township Crossing-Invoice	Info./Action
	Clearwater River 1W1P, RLWD Project No. 149B Water Management District	Information
	Permit No. 21-181, Ron Grande, Godfrey Township, Polk County	Action
	Rescind Permit No. 22-013, Pennington County Hwy Department	Info./Action
	Table Permit No. 22-019, Randy Lee, Badger Twp., Polk County	Action
	Permits: No. 22015, 22021, 22025 - 22027	Action

ESRI - GIS Maintenance Renewal	Action
MAWD Summer Tour-August 23-25, 2022	Information
Job Posting	Info./Action
Administrators Update	Information
Legal Counsel Update HR 4274 HF 4274_amended	Information
Managers' updates	Information
Adjourn	Action

UPCOMING MEETINGS

April 19, 2022	RRWMB, Ada, 10:00 a.m.
April 20, 2022	Clearwater River 1W1P, Policy Committee, 10:00 a.m.
April 28, 2022	RLWD Board Meeting, 9:00 a.m.
August 23-25, 2022	MAWD Summer Tour, Grand Forks
May 12, 2022	RLWD Board Meeting, 9:00 a.m.
May 26, 2022	RLWD Board Meeting, 9:00 a.m.
June 6, 2022	Thief River 1W1P, Policy Committee Mtg., 9:00 a.m.

DRAFT

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
March 24, 2022

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

Present: Managers: Dale M. Nelson, LeRoy Ose, Gene Tiedemann, Terry Sorenson, Allan Page, Brian Dwight, and Tom Anderson. Staff Present: Tammy Audette and Legal Counsel, Delray Sparby.

The Board reviewed the agenda. A motion was made by Dwight, seconded by Ose, and passed by unanimous vote that the Board approve the agenda as presented. Motion carried.

The Board reviewed the March 10, 2022, minutes. Motion by Sorenson, seconded by Anderson, to approve the March 10, 2022, Board meeting minutes with correction. Motion carried.

The Board reviewed the March 21, 2022, minutes. Motion by Ose, seconded by Dwight, to approve the March 21, 2022, Board meeting minutes as presented. Motion carried.

The Board reviewed the Financial Report dated March 23, 2022. Motion by Tiedemann, seconded by Page, to approve the Financial Report dated March 23, 2022, as presented. Motion carried.

Staff member, Ann Joppru, discussed minor revisions to wording within the District's Personnel Policy and Procedures. Joppru noted that the Juneteenth holiday, which was previously approved by the Board, was added, along with the new procedures for payroll due to the QuickBooks implementation. It was the consensus of the Board that these items were already previously approved by the Board and therefore can be added to the Personnel Policy and Procedures without any further formal motion by the Board.

Staff member, Nick Olson, discussed the most recent snow survey sample taken as of March 14, 2022, ranging from 3.5" to 4.4" of snow depth. Manager Dwight stated that he measured 4-5" inches of moisture content near Waskish, MN. Olson reviewed information from the National Weather Service showing approximate crests at the Red Lake River and Red River of the North.

Discussion was held on a crossing that was washed out on the Black River Impoundment, RLWD Project No. 176, and minor erosion that occurred along County Road 12. Engineer, Tony Nordby, Houston Engineering, Inc., stated that the soil is sandy, recommending that this pipe should be armored upstream and downstream to prevent washout. President Nelson suggested cleaning out a pipe near the Craig Swanson residence. Two additional areas west of the County Road 12 had water go over the road. Staff member Nick Olson recommended in the future we may want to remove snow from the ditch near the Paulson property and around the Black River Church, where water overtopped the roadway due to the ditch being plugged with snow. Nordby discussed erosion that took place on the backside of the sheet pilings at several

sites. Olson stated that we did not store water in the dry impoundments. Gates are currently closed at the Moose River Impoundment, RLWD Project No. 13. Pine Lake, RLWD Project No. 35, which is at summer elevation of 1,283.5, with little inflow. Stoplogs will be installed today. The catwalk and gates have been built and will be installed when the weather is warmer.

The Board reviewed a funding agreement for replacement of the Knutson Dam, RLWD Project No. 50F, with the Red Lake County SWCD in the amount of 75% share of the project cost. Motion by Page, seconded by Ose, to approve the Percent Based Conservation Practice Assistance Control Agreement with the Red Lake County SWCD for replacement of the Knutson Dam, RLWD Project No. 50F. Motion carried.

Legal Counsel Sparby reviewed the Stipulated Facts for the Appeal to the Improvement of Polk County Ditch 39, RLWD Project No. 179.

The Board reviewed RLWD Permit No. 2021-121, Gary Roisland, Kratka Township, Pennington County. Staff member Nick Olson stated that this was a previously tabled permit to allow additional time to review the request. Motion by Ose, seconded by Sorenson, to approved RLWD Permit No. 2021-121, Gary Roisland, with conditions stated on the permit. Motion carried.

Motion by Anderson, seconded by Tiedemann, to approve RLWD Permit No. 2022-013, Pennington County Highway Department, Smiley Township, with conditions stated on the permit. Motion carried.

Motion by Tiedemann, seconded by Page, to approve RLWD Permit No. 2022-017, Garden Valley Technologies, Euclid Township, Polk County, with conditions stated on the permit. Motion carried.

Staff member, Tammy Audette, reviewed the Job Posting for the Ditch Inspector/Engineering Technician. Applications will be received until April 19, 2022. Discussion was held amongst the Board, regarding the Budget and Salary Committee meeting, prior to the posting of the position.

Staff member, Tammy Audette, stated that she had reached out to Les Torgerson and Dan Stenseng regarding serving on the District's Advisory Committee. Both individuals declined the invitation. Audette stated that Administrator Jesme recommended appointing Robyn Dwight, President of the Upper Red Lake Area Association, to serve on the Advisory Committee. Motion by Page, seconded by Anderson, to approve the appointment of Robyn Dwight, President, Upper Red Lake Area Association, to serve on the District's Advisory Committee. Motion carried with Manager Dwight abstaining from discussion or voting.

Manager Dwight discussed the Joint Conference held in Moorhead and discussion regarding bonded projects and additional stipulations on using the money. Dwight stated that the FDR Work Group Technical papers had been updated, further discussing the U.S. Army Corps of Engineers presentation he sat in on. Dwight stated that he spoke to Steve Hoftstad, BWSR,

regarding the potential of Wetland Banking Credits on the Black River Impoundment Project, RLWD Project No. 176. Hofstad requested that the District inform BWSR and the U.S. Army Corps of Engineers on what the Board's decision is on proceeding with the creation of the Wetland Banking Credits. Engineer, Tony Nordby, Houston Engineering, Inc., stated that he has put together a summary of what was completed.

Manager Tiedemann asked questions of Engineer, Nate Dalager, HDR Engineering, Inc. on fish passage on the Pine Lake Project, RLWD Project No. 35.

Motion by Ose, seconded by Sorenson, to adjourn the meeting. Motion carried.

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report for April 14, 2022

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding FICA, Fed & Medicare (3-23-22 payroll)	229.91
online	MN Department of Revenue	Withholding taxes (3-23-22 payroll)	29.02
online	Further	Employee HSA (3-30-22 payroll)	215.00
online	Public Employees Retirement Assn.	PERA (3-30-22 payroll)	2796.37
online	EFTPS	Withholding FICA, Fed & Medicare (3-30-22) payroll)	4290.72
online	MN Department of Revenue	Withholding taxes (3-30-22 payroll)	769.63
online	EFTPS	Withholding FICA, Fed & Medicare (4-8-22) payroll)	854.22
online	MN Department of Revenue	Withholding taxes (4-8-22 payroll)	186.09
online	Public Employees Retirement Assn.	PERA (4-13-22 payroll)	2786.01
online	Further	Employee HSA (4-13-22 payroll)	215.00
40102	VOIDED CHECK		0.00
40103	HDR Inc.	* Engineering Fees - see below for details	9795.57
40104	Aramark	Rug rental	53.73
40105	Beltrami Co. Auditor	Real estate taxes for Proj. 13	0.66
40106	Brady, Martz & Associates	Quick Books conversion, set up, training and reports	13975.00
40107	Farmers Union Oil Co	Gas for vehicles	701.84
40108	Forestry Suppliers, Inc.	Paint, flags, reflective tape	116.26
40109	Gene Tiedemann	March mileage & expenses	412.44
40110	Higher Ground	Backhoe to dig Parnell Proj #81	945.00
40111	Houston Engineering Inc.	** Engineering Fees - see below for details	9948.90
40112	Huberts Outdoor Power	Honda Power Generator - Red	1149.00
40113	Hugo's #7	Meeting supplies	390.78
40114	Landman Publishing	Advertising for Bids - Proj #50F	579.18
40115	Les's Sanitation	Utilities-garbage pickup	35.74
40116	Mahnomen Pioneer	Ads - Ditch Inspector/Engineering Tech II	124.30
40117	Marco	Copier maintainence & M-files support	362.89
40118	Matrix Trust Company	Deferred comp	1071.78
40119	MN BWSR	Wetland credits withdrawal fee	1743.95
40120	MN Engergy Resources	Heating expense	38.46
40121	Nora Vettleson	Clean offices	180.00
40122	Olson Construction	Snow removal - March	80.00
40123	Pennington Co. Treasurer	Real estate taxes for properties in Proj. Nos. 176 and 178	9560.00
40124	Pennington SWCD	RL1W1P and TR1W1P expenses	2862.93
40125	Polk Co. Administrator	Real estate taxes for properties in Proj. Nos.43A,60C,60D,60E,81,&121	3299.60
40126	Pribula Engineering, LLC	Engineering fees - Proj #177	16320.00
40127	Purchase Power	Postage	99.32
40128	Red Lake Co. SWCD	Red Lake River 1W1P expenses	8063.43
40129	Red Lake Co. Treasurer	Real estate taxes for Proj. 121	222.88
40130	Richards Publishing Co.	Ads - Ditch Inspector/Engineering Tech II	171.00
40131	Roseau Times	Ads - Ditch Inspector/Engineering Tech II	293.80
40132	The Exponent	Ads - Ditch Inspector/Engineering Tech II	156.60
40133	TRF Times	Ads - Ditch Inspector/Engineering Tech II	369.00
40134	Thomson Reuters - West	Subscription for state statute updates	116.00
40135	Warren Sheaf	Ads - Ditch Inspector/Engineering Tech II	189.00
40136	West Polk SWCD	Red Lake River 1W1P expenses	851.22
online	Garden Valley	Internet expense	68.95
online	AT&T	Cell phone expense	396.59
online	Myron Jesme	Expenses - MAWD Legislative Briefing	109.86
online	Northwest Service Cooperative	Health Insurance premium	3009.21
online	Further	FSA medical	40.00
online	Delta Dental	Dental insurance premium	685.00
online	Aflac	Staff paid insurance	572.67
online	City of Thief River Falls	Utilities	782.11
online	Cardmember Service	*** See below	2414.96
direct	Brian Dwight	Mileage	824.59
direct	LeRoy Ose	Mileage	248.04
direct	Terrance Sorenson	Mileage	349.27
direct	Al Page	Mileage	198.90
Staff & Board Payroll		3/30/2021, 4/8/2021, 4/13/2021	31650.87
Total Checks			\$ 138,003.25

*** HDR Engineering, Inc.**

Proj. 46Q TRF Oxbow Proj.	612.14
Proj. 26B Pine Lake FDR	5,570.46
Proj. 180C Mud River Restoration	<u>3,612.97</u>
Total	9,795.57

**** Houston Engineering, Inc.**

Proj. 50F Knutson Dam Structure	5,910.25
Proj. 176 Black River Impoundment	2,720.65
Proj. 149 Demarais-Hanson Proj.	<u>1,318.00</u>
Total	9,948.90

**** Cardmember Services**

Hotel rooms for MAWD conf St. Paul	640.22
Hotel rooms for RRWMB conf-board	569.52
Hotel rooms for RRWMB conf-staff	258.00
Engineering supplies - Onset	900.00
Meal expense Proj #92	<u>47.22</u>
Total	2,414.96

Banking

Northern State Bank

Balance as of March 24, 2022	\$ 213,432.58
Total Checks Written	(138,003.25)
Receipt #224109 Northern State bank interest	56.01
Balance as of April 14, 2022	<u><u>\$ 75,485.34</u></u>

Current interest rate is .20%

American Federal Bank-Fosston

Balance as of March 24, 2022	\$ 4,059,327.90
Receipt #224108 Sanderson - Dental for April	\$ 56.95
Receipt #224110 American Federal bank interest	\$ 1,650.48
Receipt #224111 Red Lake County - Delinq taxes	\$ 62.35
Receipt #224112 Ottertail Co. Hwy Dept - purchased 1.6981 Wetland credits	\$ 23,773.40
Balance as of April 14, 2022	<u><u>\$ 4,084,871.08</u></u>

Current interest rate is .50%

Total Cash	\$ 4,160,356.42
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Red Lake SWCD's Clearwater focus



PROJECT PARTNERS:

In addition to landowners and the Red Lake River Watershed District, partners have included Red Lake County, which helped with technical and engineering costs; and Enbridge, which has supported the SWCD's work throughout the county with two Ecofootprint grants — \$78,905 in 2015 and \$74,000 in 2016.

Clean Water Funds support agricultural practices that mend field-splitting gullies, save topsoil, improve water quality of sediment-impaired Clearwater River



RED LAKE FALLS — With farmers eager to stop field erosion, a map of prioritized projects, and Clean Water Funds to support the work, the Red Lake County Soil & Water Conservation District (SWCD) is tackling gully fixes designed to improve water quality in the sediment-impaired Lower Clearwater River.

"They're really trying to save their own land," said SWCD Board Chairman David Miller, who also farms in the county. "They don't want to lose their topsoil. They don't want to lose their ability



TECHNICAL ASSISTANCE:

Since the Red River Valley Conservation Service Area-Technical Service Area (TSA) was under-staffed, the SWCD found other ways to accomplish survey, design and construction work — hiring a retired TSA engineer in 2020, and contracting with Houston Engineering in 2021.

Top: From left: Red Lake County SWCD technician Bob Bohland, SWCD Manager Tanya Waldo, landowner Joe Ste. Marie and SWCD Board Chairman David Miller visit a Clean Water Fund-backed SWCD project on Sept. 9, 2021, in Terrebonne Township. The grade stabilization at the edge of Ste. Marie's field curbs erosion and treats runoff from a 100-acre watershed before it enters a Lower Clearwater River tributary. **Middle:** The Clearwater River draws anglers and paddlers. **Bottom:** A diversion and an intake structure channel and slow runoff. A pipe carries the water, which is filtered before it reaches the river. **Photo Credits:** Ann Wessel, BWSR



Joe Ste. Marie talked with Red Lake County SWCD staff about the improvements he's seen since a grade stabilization structure was installed at the edge of his Terrebonne Township field. A 30-inch-wide, 130-foot-long pipe now carries water from the field to this point, where it is filtered before reaching a Clearwater River tributary.

to drain their fields and lose acreage. They see these projects as a way to stop that erosion and improve the landscape."

The Minnesota Board of Water and Soil Resources (BWSR) awarded the SWCD a Clean Water Fund grant in 2015 to complete survey work, rank potential projects, meet with landowners and install the first round of best management practices. Implementation grants followed in 2020 and 2021. The three grants total \$609,060 and support \$761,330 in work estimated to keep 1,257 pounds of phosphorus and 1,710 tons of sediment — the equivalent of 132 dump truck loads — out of the Clearwater River each year. The work will keep an estimated 4,326 tons of topsoil in fields.

To date, the SWCD has worked with nine landowners to implement 33 projects tied to those grants. Two more

“ The water comes down here and it just kept eroding and eroding, and I was getting a big washout. Towards the end it was getting 20 feet deep and 8, 10 feet wide. ”

— Joe Ste. Marie,
Terrebonne Township farmer

are in the works; six more are planned.

Joe Ste. Marie, who grows 480 acres of wheat and soybeans, is among those who signed on. In September 2021, he stood at the edge of 60 acres in Terrebonne Township where a gully once sliced into his field and sent topsoil down a cliff to a Clearwater River tributary.

"The water comes down here and it just kept eroding and eroding, and I was getting a big washout. Towards the end it was getting 20 feet deep and 8, 10 feet wide," Ste. Marie said.

The Clean Water Fund-backed grade stabilization completed

in October 2020 curbs erosion and treats runoff from a 100-acre watershed. A diversion and intake channel the runoff, slow it down and allow sediment and the pollutants it carries to settle out. A 130-foot-long, 30-inch-wide pipe carries the water, which is then filtered before it reaches the river.

Ste. Marie contacted SWCD Manager Tanya Waldo after he saw similar projects working in neighbors' fields. Visible results and available funds have prompted more landowners to visit the SWCD's three-person office.

"She's very good at working with landowners, and very

SIGNS OF IMPROVEMENT:

Evidence of water quality improvements are surfacing elsewhere in the Red Lake watershed. Where the Red Lake and Red rivers meet, the rate of exceedance of the total suspended solids' water quality standard dropped from 37.5% for the 2005-14 testing period to 25% for 2012-21. Hanson said contributors may include conservation work accomplished through One Watershed, One Plan; buffer law implementation; and lack of runoff during 2021 drought conditions. "It's still very significantly impaired, but it's also improved several percentage points," Hanson said.

2022 GRANT AWARDS: In 2022 the Red Lake County SWCD received two Clean Water Fund grants from BWSR: \$231,200 to install ag practices in the Hill River subwatershed, a Clearwater River tributary; \$95,000 for multipurpose drainage management centered on County Ditch 57, which drains to the Clearwater.

successful at getting grants, too,” Red Lake Watershed District Water Quality Coordinator Corey Hanson said of Waldo, who has worked for the SWCD for 25 years. “I’m sure a lot of them know her and trust her, and she’s able to really get things done.”

The Red Lake Watershed District includes seven soil and water conservation districts, which it can provide with matching funds. In 2021, the watershed district contributed nearly \$22,000 to the Red Lake County SWCD for its sediment reduction work affecting the Clearwater and Red Lake rivers.

Since 2011, the SWCD has received \$1.9 million in Clean Water Funds from BWSR to implement agricultural practices that reduce sediment, plus drainage ditch work and multipurpose drainage management.

“Without the Clean Water Funds, we wouldn’t be able to do these projects. These projects have really brought awareness to the SWCD — probably brought more awareness to landowners as far as erosion that is occurring on their land,” Waldo said, “giving them the desire to fix problems before they become worse.”

Miller said Red Lake County farmland is especially

“ If we’re reducing sediment, we’re also reducing phosphorus, so we focus on the sediment. ”

— Corey Hanson,
Red Lake Watershed District



susceptible to erosion because the primary crops — wheat and soybeans — leave little residue. Topography is another factor. Without grade checks, the steep slopes from the beach ridges to the valleys of the Red River and its tributaries are ripe for gully formation.

The lower reach of the Clearwater River, which joins the Red Lake River in Red Lake Falls, is impaired for total suspended solids. Hanson, whose duties include monitoring, said trend analysis in the Clearwater River Watershed Restoration and Protection Strategy report indicated that water quality conditions have been improving in the Clearwater

River near Plummer and in Terrebonne Township.

“If we’re reducing sediment, we’re also reducing phosphorus, so we focus on the sediment,” Hanson said.

Water quality projects affecting waters that drain north to Canada, including the Clearwater and Red Lake rivers, help with nutrient load reductions recommended by the [International Joint Commission](#) to address the chronic algal blooms in Lake Winnipeg.

The Clearwater River flows 147 miles from its headwaters near Bagley to the Red Lake River in Red Lake Falls. Within

Red Lake County, part of the river was channelized for drainage, and commercial wild rice paddies drew water from the river and then drained it back into the river after harvest. The river also draws paddlers and anglers to the county.

“Red Lake County doesn’t actually have any natural lakes, so we rely on the rivers that come through the county — the kayakers, the tubers, people that count on the rivers to expand their weekends and just enjoy nature,” said Red Lake County SWCD technician Bob Bohland, who has since left the SWCD. “We’re keeping phosphorus, we’re keeping nitrate, we’re keeping potassium out of the river system. It’s creating cleaner water, less algae growth, just better habitat.”

Since a Red Lake River dam removal near Crookston restored fish passage, anglers have been catching Red River species such as catfish in addition to walleye, smallmouth bass and Northern pike.

Hanson fishes the river near Red Lake Falls, and said the stretch upstream to Plummer makes for a scenic paddle.

“It’s a nice river, and I think the people that live in that area really appreciate it for recreation,” Hanson said.



“ Without the Clean Water Funds, we wouldn’t be able to do these projects. These projects have really brought awareness to the SWCD — probably brought more awareness to landowners as far as erosion that is occurring on their land. ”

— Tanya Waldo, Red Lake County SWCD manager



THIEF RIVER FALLS OFFICE
125 3RD STREET EAST
THIEF RIVER FALLS, MN 56701
P: (218) 681-2951

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Moose River/Judicial Ditch 21 Channel Stability

HOUSTON JOB NO.: _____ HOUSTON PROJ. MGR.: Tony Nordby

CLIENT/OWNER NAME: Red Lake Watershed District

CLIENT/OWNER ADDRESS: 1000 Pennington Ave. S. Thief River Falls, MN 56701

CLIENT/OWNER PHONE NO.: 218-681-5800 CLIENT/OWNER CONTACT: Myron Jesme

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 14th day of April, 2022, by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Red Lake Watershed District ("Client").

Recitals

A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Moose River/Judicial Ditch 21 Channel Stability ("Project").

B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

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

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

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 31st day of December, 2022, unless terminated earlier pursuant to the terms and conditions of this Agreement.

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

- ☒ ATTACHMENT A - SERVICES LETTER (Houston assumes no responsibility to perform any services not specifically listed.)
- ☒ ATTACHMENT B - SCOPE AND FEE SCHEDULE
- ☒ ATTACHMENT C - GENERAL TERMS AND CONDITIONS
- ☒ FEE SCHEDULE - DATED 2022.

4. Compensation.

\$ _____ Lump Sum Fee - Based on the Services defined herein

\$ 8,397 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule

\$ _____ Percentage of Estimated Construction Cost

\$ _____ Other - _____

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

CLIENT/OWNER

BY: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

HOUSTON ENGINEERING, INC.

BY: Tony A. Nordby
AUTHORIZED REPRESENTATIVE

TITLE: PRINCIPLE/PROJECT ENGINEER

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

April 4, 2022

Red Lake Watershed District
Myron Jesme, Administrator
1000 Pennington Ave. S
Thief River Falls, MN 56701

via email: Myron.Jesme@redlakewatershed.org

**Subject: Scope and Fee Proposal – Summary of Engineering Services
Moose River/JD 21 Channel Stability**

Dear Myron,

The Red Lake Watershed District and 1W1P Team is seeking to identify and understand the benefits of projects that would restore and stabilize the Moose River/JD 21 east of Marshall County Road 54 NW. This document describes professional services that will be provided by Houston Engineering, Inc. (HEI). These professional services will deliver an assessment of potential practices and locations to restore stream and drainage functions to the Moose River/JD 21 east of Marshall County Road 54 NW and identify alignment with the Thief River Watershed, One Watershed One Plan (1W1P).

The intent of this effort is to perform a site investigation to identify potential stream restoration and stabilization opportunities for the Moose River/JD 21 east of Marshall County Road 54 NW, and to assess the benefits of the potential projects consistent with the goals of the Thief River Watershed 1W1P. These findings, recommendations, and benefits will be summarized in a Summary of Opinions Memo. The detail will be cursory in nature and based primarily on professional opinion. The intent of the work is to develop a direction, scope/magnitude, and conceptual level costs of potential projects along this reach of the Moose River/JD 21.

The following is a summary of the proposed scope of services:

TASK 1 – Gather Data Through Field Drone LiDAR Flight

HEI will gather initial drone LiDAR and imagery of the proposed reach to identify unstable and erosive areas. HEI will also work with RLWD/Beltrami County to request any available information from previous studies.

TASK 2 – Conduct Field Inspection

The primary basis of the technical memo will be developed through the cursory drone LiDAR and imagery survey review and creating maps identifying the unstable and erosive areas. HEI will coordinate with RLWD/Beltrami County staff to conduct a field survey to review the identified mapped areas. We envision collecting the following information:

- Field confirm the suitability of locations for 5 types of stream restoration/stabilization practices. Field confirm opportunities for grade control structures, side water inlets, subsurface seepage drains, channel slope armoring of high velocity/energy sections of channel, and restoration of historic channel meanders.

HEI Deliverables:

- Mapped area of numbered locations and recommended practices

Assumption

- Beltrami County and Red Lake Watershed District will attend field inspection with HEI staff

April 4, 2022
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TASK 3 – Summarize Potential Projects, Practices and Benefits

The information from **Task 1** and **Task 2** will be used to provide a Summary of Opinions Memo highlighting the locations, practices, and benefits of potential projects. This will be based on the collected drone data, field inspection and professional opinions resulting from the field inspection. The memo will likely include a mapped area of potential project locations and a one to two-page narrative summarizing the primary basis for the opinions provided. A concept level cost per unit measure for each practice type will be provided to indicate practicality and value characteristics of the practice recommended. HEI will provide one revision to the summary memo based upon feedback from RLWD and Beltrami County.

HEI Deliverables:

- Summary of Opinions Memo with Practice and Locations Map

Currently there are no fixed or hard deadlines for the work to be completed. However, HEI intends to complete the work in the spring/summer of year 2022.

The proposed scope and fee schedule attachment includes a detailed breakdown of proposed tasks and associated hours/fees. A 2022 Fee Schedule is also attached for your reference. It is proposed that the fee for services reflect a time and materials basis with an estimated total fee of \$11,300.00. The Primary intent is to provide the Drainage Authority with direction and value associated with restoring the channel to stable condition.

Please consider the proposal provided and inform me of any questions, concerns or comments which should be addressed prior to proceeding with the proposed work.

Again, we appreciate this opportunity to work with the district in completing this project.

Sincerely,

HOUSTON ENGINEERING, INC.



Tony A. Nordby, PE
Project Engineer
tnordby@houstoneng.com

SCOPE AND FEE SCHEDULE
MOOSE RIVER/JD 21 CHANNEL STABILITY - RED LAKE WATERSHED DISTRICT
PREPARED BY: HOUSTON ENGINEERING, INC.



		Engineer 8 \$ 184	Technician 5 \$ 133	Technician 1 \$ 104	Drone Pilot \$ 141	Drone Visual Observer \$ 56	GPS Equipment \$ 25	LiDAR Aerial Data Collection \$ 300	Mileage \$ 0.785	Total Cost
1.	Task 1 - Gather Data Through Field Drone LiDAR Flight									
	Field Drone Lidar Flight				6	6	4	4	150	\$ 2,599.75
	Processing Drone Lidar Data		15							\$ 1,995.00
	Subtotal	0	15	0	6	6	4	4	150	
	Subtotal Cost	\$ 0	\$ 1,995	\$ 0	\$ 846	\$ 336	\$ 100	\$ 1,200	\$ 118	\$ 4,595.00
2.	Task 2 - Conduct Field Inspection									
	Mapping area of numbered locations from drone LiDar	1		4						\$ 600.00
	Conduct field review with RLWD/County Staff for site review and practice recommendation	8							150	\$ 1,589.75
	Subtotal	9	0	4	0	0	0	0	150	
	Subtotal Cost	\$ 1,656	\$ 0	\$ 416	\$ 0	\$ 0	\$ 0	\$ 0	\$ 118	\$ 2,190.00
3.	Task 3 - Summarize Potential Projects, Practices, and Benefits									
	Summary of Opinions Memo (including concept level cost per unit measure for each practice type)	4		2						\$ 944.00
	Mapping Recommended Practices	0.5		2						\$ 300.00
	Coordination with RLWD/Beltrami County & Revisions to Summary of Opinions Memo Based on Feedback	2								\$ 368.00
	Subtotal	6.5	0	4	0	0	0	0	0	
	Subtotal Cost	\$ 1,196	\$ 0	\$ 416	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,612.00
	Category Total	15.5	15	8	6	6	4	4	300	
	Total Cost	\$ 2,852	\$ 1,995	\$ 832	\$ 846	\$ 336	\$ 100	\$ 1,200	\$ 236	\$ 8,397.00

General Terms and Conditions

1. STANDARD OF CARE

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

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

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

4. PAYMENT

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

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

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

7. INSURANCE

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

8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

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

10. WARRANTY

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

11. PROJECT SITE

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

12. CONFIDENTIALITY

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

13. RE-USE OF DOCUMENTS

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

14. REMEDIES

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

15. PROPRIETARY DATA

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

16. GOVERNING LAW

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

17. DATA PRACTICES ACT REQUESTS

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

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

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

20. NOTICES

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

21. MISCELLANEOUS

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

2022 FEE SCHEDULE

LABOR RATES

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

Category	2022 Rates	Category	2022 Rates	Category	2022 Rates
Engineering Intern	\$104	Technician Intern	\$91	Project Assistant 1	\$74
Engineer 1	126	Technician 1	104	Project Assistant 2	85
Engineer 2	133	Technician 2	111	Project Assistant 3	91
Engineer 3	140	Technician 3	119	Project Assistant 4	95
Engineer 4	146	Technician 4	126	Project Assistant 5	101
Engineer 5	156	Technician 5	133	Project Assistant 6	106
Engineer 6	166	Technician 6	140	Planner 1	\$146
Engineer 7	175	Technician 7	147	Planner 2	160
Engineer 8	184	Technician 8	155	Planner 3	174
Engineer 9	193	Technician 9	162	Planner 4	202
Engineer 10	202	Technician 10	170	Planner 5	212
Engineer 11	211	Technician 11	177	Land Surveyor 1	\$133
Engineer 12	221	GIS Intern	\$64	Land Surveyor 2	152
Engineer 13	230	GIS Analyst 1	99	Land Surveyor 3	168
Scientist 1	\$123	GIS Analyst 2	109	Land Surveyor 4	180
Scientist 2	133	GIS Analyst 3	119	Land Surveyor 5	202
Scientist 3	146	GIS Analyst 4	130	Land Surveyor 6	221
Scientist 4	157	GIS Analyst 5	140	CAD Technician 1	\$91
Scientist 5	167	GIS Analyst 6	150	CAD Technician 2	97
Scientist 6	196	Project Manager 1 – Technology	152	CAD Technician 3	104
Scientist 7	221	Project Manager 2 – Technology	168	CAD Technician 4	111
Hydrogeologist 1	\$133	Project Manager 3 – Technology	196	CAD Technician 5	119
Hydrogeologist 2	147	Software Engineer 1	\$115	CAD Technician 6	126
Hydrogeologist 3	167	Software Engineer 2	129	Drone Pilot	\$141
Hydrogeologist 4	208	Software Engineer 3	139	Drone Visual Observer	56
Hydrogeologist 5	221	Software Engineer 4	149	Landscape Architect 1	\$121
Senior Consultant 1	\$187	Software Engineer 5	160	Landscape Architect 2	131
Senior Consultant 2	233	Software Engineer 6	170	Landscape Architect 3	141
Senior Consultant 3	243	Computer Technician	\$161	Landscape Architect 4	151
Senior Consultant 4	252			Landscape Architect 5	161
Senior Consultant 5	262				

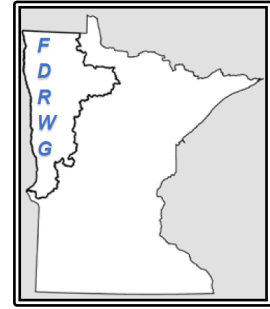
SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2022 Rates	Category	2022 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$162/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$197/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$244/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$273/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

FLOOD DAMAGE REDUCTION WORK GROUP

Memo

To: FDRWG Monitoring Committee
From: Andrew Graham, Red River Basin Coordinator
Date: November 23, 2021
Subject: LCCMR Funding Opportunity



Background

This memo builds on a prior memo from July 2021 that addressed funding of project assessment monitoring for projects developed under the 1998 Mediation Agreement. The prior memo discussed ten potential sources of funding and/or in-kind services to meet this need. **This memo focuses on one of these: The Legislative-Citizen Commission on Minnesota Resources (LCCMR).** The other funding sources also remain under active consideration, and a combination of funding sources may ultimately be required.

Based on review of materials from the prior LCCMR award cycle and a conversation with the LCCMR Executive Director, this funding source appears to be well matched with the Monitoring Committee's vision for project-by-project assessment monitoring to: a) adaptively manage projects to achieve their intended outcomes; and b) learn from each project so that future projects can be designed for maximum effectiveness. **This memo outlines how the FDRWG could proceed in applying for LCCMR funds in either 2022 or 2023.**

Funding Cycle Timing and Criteria

The LCCMR's annual funding cycle is coming up with a Request for Proposals (RFP) expected in January 2022 and proposals due in April 2022. If an award is made by LCCMR and approved by the Legislature in the 2023 Session, funding would become available beginning in July 2023. Communication with the LCCMR's Executive Director indicates that the funding award could be spent over a five-year period as long as the application provides good justification.

The LCCMR's 2021 RFP listed seven criteria. Four of the criteria appear particularly well suited to assessment monitoring of projects developed under the Mediation Agreement:

A: Foundational Natural Resource Data and Information

B: Water Resources

D: Aquatic and Terrestrial Invasive Species

F: Methods to Protect or Restore Land, Water and Habitat

Full descriptions of the criteria can be found in the RFP document issued by LCCMR. It's possible these may change for the upcoming funding cycle, however the Executive Director noted that the RFP has been similar in each of the past several cycles. To be successful, the proposal should focus on Natural Resource Enhancements (NREs).

FLOOD DAMAGE REDUCTION WORK GROUP

Potential Approach for Seeking LCCMR FUNDS

Four tasks are suggested (subject to discussion):

1. Develop Project-Specific Monitoring Plans
2. Monitor Existing Project Sites
3. Monitoring Upcoming Project Sites
4. Share Results Regionally and Statewide

Task 1 would utilize the Monitoring Committee's recently-developed flow-chart and worksheet to assist approximately three Project Teams develop site-specific monitoring plans for projects currently under development. Task 1 would also involve working with Watershed Districts to do the same for three projects constructed previously. Thus, the project overall would cover six projects. One year is suggested to complete Task 1. It would be most effective in the context of the LCCMR application if the projects were selected to address challenges that occur at many sites across the RRB, as well as the project-specific objectives.

Task 2 would apply the monitoring plans from Task 1 to previously constructed projects. The FDRWG would need to work closely with watershed districts to select the most appropriate sites. For example: Roseau River WMA, Manston Slough, North Ottawa Impoundment, Brandt Impoundment, and others.

Task 3 would do the same for projects that are currently under development. For example: JD 19/Nelson Slough, Redpath, Klondike, Roseau Lake and others. This would likely include including pre-construction monitoring to establish baseline data. The FDRWG cannot guarantee that the projects currently under development will be constructed soon enough to enable post-construction monitoring during the five-year funding window. It may be necessary to include a plan to secure additional funding in subsequent years to address this situation.

Task 4 would come near the end of the five-year funding period and could be accomplished with a Symposium-type event. The intent would be to for the participants to present methods, data, and findings in order to promote discussion and dissemination for other projects, both within and outside the RRB. Involving university researchers in the symposium and/or the entire effort may improve the attractiveness of the proposal to the LCCMR.

Funding Amount

The amount of the request has not yet been determined, but **could be on the order of \$1M to 2.5M to be used over a five-year period (\$200k to \$500K per year)**. The cost of implementing the monitoring plans will not be known until Task 1 has been completed. **One option would be to delay the application until the 2023 cycle**, in order to complete Task 1 using existing funds and in-kind services. In this case, the application to LCCMR would be much better defined. Or, we could commit to completing Task 1 without LCCMR funding prior to the 2023 Legislative Session, in order to avoid the one-year delay.

Matching funds are not required for an LCCMR award, but committing some level of match (e.g. 10 to 25 percent?) may improve the chances of receiving an award. The FDRWG has direct access to its appropriation from the State Legislature in the amount of \$264,000 in 2022 and again in 2023. In-kind services from participating organizations could provide additional match. Projects developed by RRWMB members that include water quality purposes may have access to RRWMB's water quality program funding.

County Ditch 1 Project 103

Located in Greenwood Township in
Clearwater County Sections 16,21,27,28,29,33,34

Red Lake Watershed District

President

Joe M. Nelson

Vice President

Glen Kudemich

Treasurer

Terry Stenerson

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

Lefay Orr

Managers

Tom Anderson

Allan Page

Brian Dwight

To: Landowners in benefitted area of CD #1

From: Myron Jesme Administrator

Date: 2-17-2022

Subject: Landowner Meeting

The Red Lake Watershed District was given jurisdiction of Clearwater County Ditches No. 1 and No. 4 within Clearwater County on October 20, 1982. Clearwater County Ditch No. 1 also known as Red Lake Watershed District Project No.103, has a benefitted area located as follows: (see attached map)

- o Hangaard Twp. Sections 31-34
- o Winsor Twp. Sections 1-6, 8-16, 22-27, 35, and 36
- o Pine Lake Twp. Sections 1
- o Leon Twp. Sections 5 and 6
- o Greenwood Twp. Sections 7, 8, 16-22, and 28-33

Upon reviewing ditch files for inspection, we have found the documents to be outdated and the exact location of the ditch is undetermined. Therefore, the district is requesting a landowner meeting to receive input from landowners on how we should move forward in managing this public drainage system.

We have scheduled a landowner meeting at the Gouvik Community Center on April 1, 2022 at 10:00 am. at 170 Main Street, Gouvik, MN.

Any information from landowners before the meeting would be appreciated. Contact the Red Lake Watershed District office at 218-681-5800

Thanks



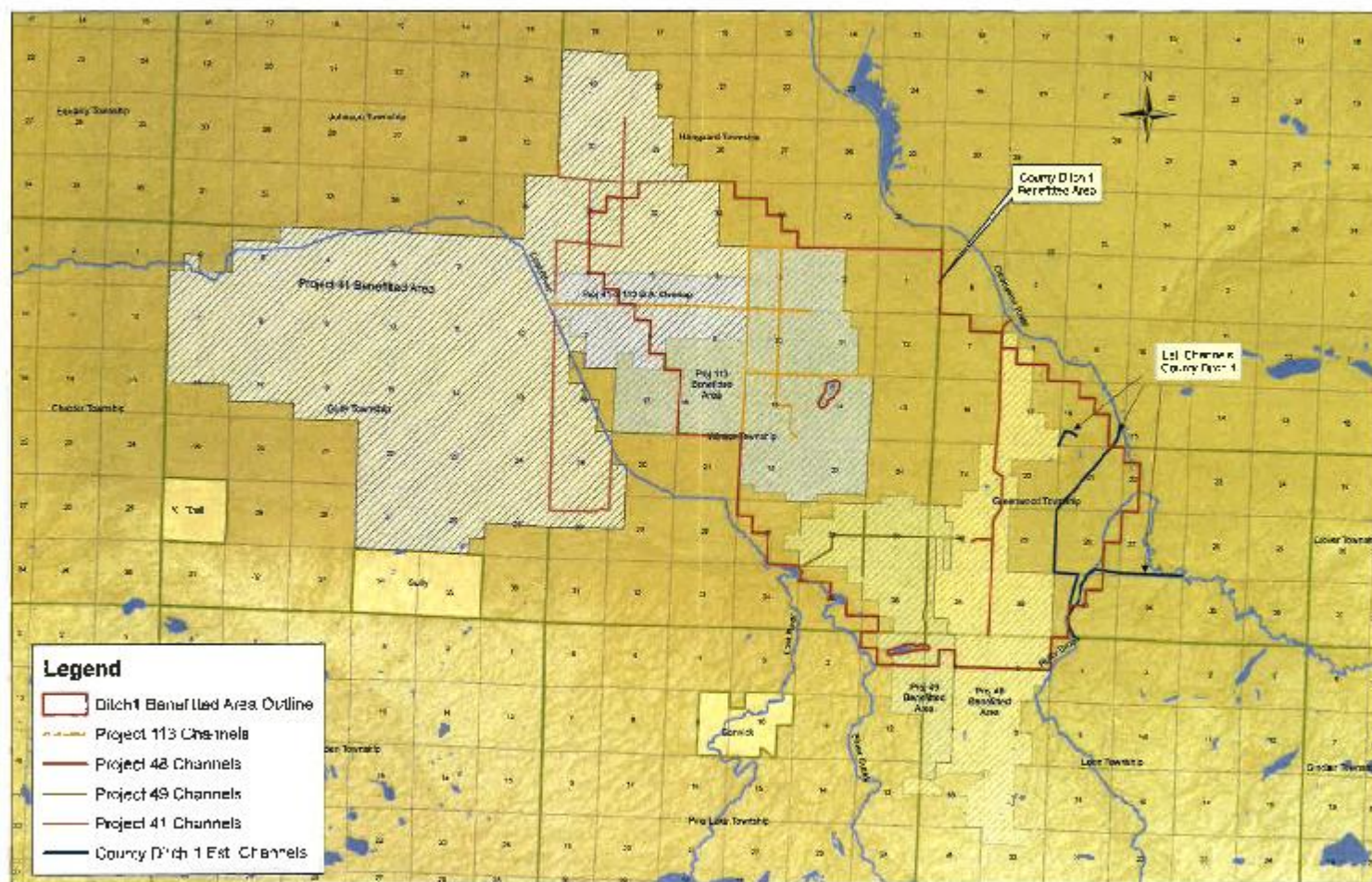
Myron Jesme

Why did you receive a letter about this ditch?

- You received a letter because you are a landowner that has land included in this systems benefitted area. Got the list of landowners from Clearwater County
- We are looking for input from the landowners to tell us any information they might have about the ditch system.
- We would like the landowners to express any concerns about the ditch system.

History of CD 1 Project 103

- 26th of July 1904 - the ditch was established. For the price of \$12,000.00
- 20th of October 1982 - This is the date that the Clearwater County Board of Commissioners transferred responsibilities to the Red Lake Watershed District.
- 11th of March 1993 - There was a project re-naming on this ditch to Project 103
- 14th of November 1994 - A levy request was submitted on this system that was removed because of the large size of the benefitted area.
- 26th of June 2014 - Staff member Gary Lane stated that the District has a benefitted area for Clearwater County Ditch 1, RLWD Project 103, but is unable to locate the physical ditch system and Clearwater County Engineering staff was unable to find information leading to the location of the legal drainage system. Administrator Jesme stated that Legal Counsel Sparby recommended proceeding with the hearing process to abandon the system, therefore notifying all landowners in the benefitted area. Motion by Mandt, seconded by Ose, to authorize staff to proceed with the necessary steps to abandon Clearwater County Ditch 1, RLWD Project 103. Motion carried.
- 8th of February 2018 - Administrator Jesme stated that in 2014 the Board authorized the staff to proceed with the necessary steps to abandon Clearwater County Ditch 1, RLWD Project 103. Due to staffing changes, steps were not taken to move forward with the abandonment. District Staff has been working on the determining the benefitted area and will bring back further information to the Board soon.
- 17th of February 2022 - Letters to Landowners were sent out to let the landowners of a meeting that will be held on April 1st, 2022, to discuss how the landowners would like us to move forward in managing this public drainage system.

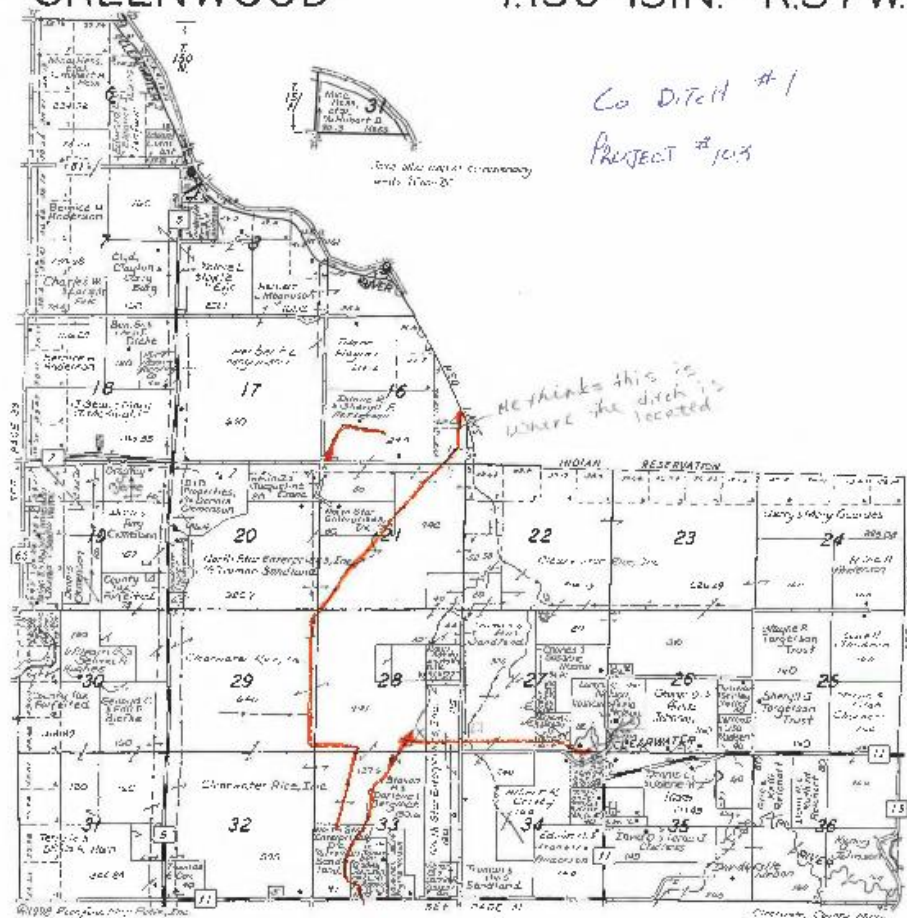


Where is the ditch located?

- To our best knowledge the ditch is located in Greenwood Township of Clearwater County. In sections 16, 21, 27, 28, 29, 33, 34.
- We have no construction plans on the ditch system.

34 GREENWOOD

T.150-151N.- R.37W.



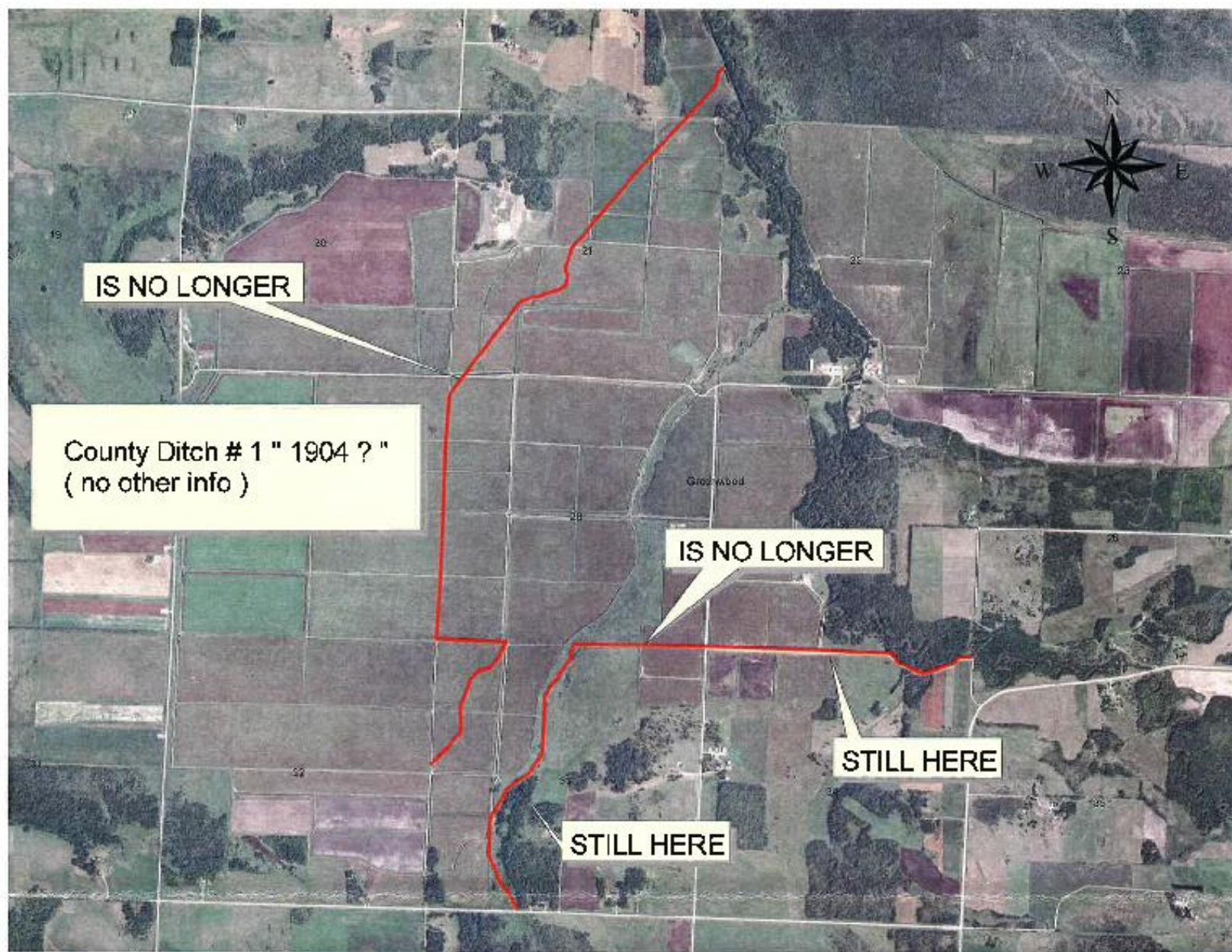
103 E. 811
51% of measured area

Debbie

RECEIVED

JUN 1 2009

RLWD



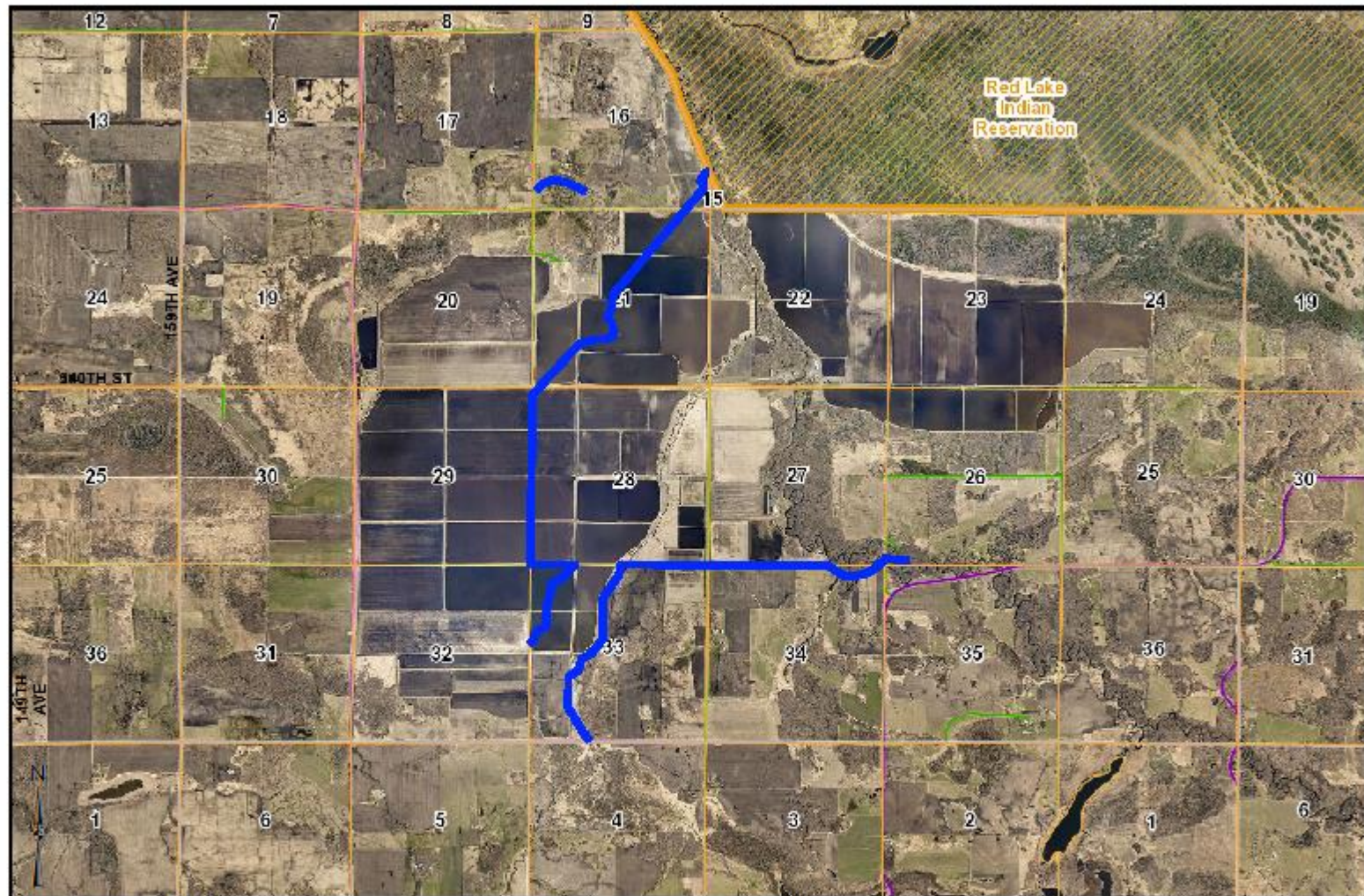
IS NO LONGER

County Ditch # 1 " 1904 ? "
(no other info)

IS NO LONGER

STILL HERE

STILL HERE



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

CD # 1 Project 103

Tony O

1:67,605

Date: 3/8/2022



This map is not a substitute for accurate field surveys or for location where property lines and any adjacent features.

CD #1 Project #103

Greenwood Twp.
Clearwater County

Legend

- Bjerke Sod
- CD#1
- Clearwater Cemetery

Gully Fen Scientific and Natural Area (SNA)

Berner

Gully

Genick

92

Clearbrook

Greenwood

5 mi

Google Earth



Landowner Options

- Do nothing. The ditch would remain the way it is. Red Lake Watershed District would retain responsibility of the ditch.
- Abandonment. The ditch would be abandoned, and the ditch (what is left of it) would be the landowner's responsibility for having it maintained/cleaned. We would need the landowners to pursue this option.
- Redetermine the benefitted area.

Myron Jesme

From: Pam Goebel <pinelaketownship@gmail.com>
Sent: Tuesday, April 12, 2022 9:00 AM
To: Myron Jesme
Subject: motion to proceed

April 11, 2022 meeting of Pine Lake Township. Motion was passed to approve culvert replacement by Red Lake Watershed at 468th St,
Pam Goebel, clerk
pinelaketownship@gmail.com

POLK COUNTY HIGHWAY DEPARTMENT
820 OLD HWY. 75 SOUTH CROOKSTON, MN 56716
PHONE 218-281-3952

DATE: 2/23/2022

SOLD TO:

INVOICE NO._ 2-2-22

3036 HAMMOND TOWNSHIP
DONNA ULSETH, CLERK
29165 365th ST. SW
CROOKSTON, MN 56716

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Bridge Replacement charges</u>				
SAP 60-599-285				
Charges for Engineering				10,000.00
Township Charges For Construction				10,000.00
TOTAL DUE				\$ 20,000.00

*Note: Township is responsible for charges up to \$10,000 for Bridge Replacement



Engineer Tony Nordby, Houston Engineering, Inc., submitted a letter to Administrator Jesme regarding an extension of time for the funding from FEMA for repairs to the outlet of Ditch 10, RLWD Project No. 161. Nordby stated that due to it being late in the year and current construction prices, bidding the project would be a tight window, and recommended that we hold off on construction until next Spring. Jesme stated that he spoke with one of the landowners at the outlet and he would like to see construction next Spring. Staff member Christina Slowinski will submit an extension request for funding through FEMA. It was the consensus of the Board, to wait until the Spring of 2021 for construction, conditioned upon FEMA approval of the funding extension.

Engineer Jeff Langan, Houston Engineering, Inc., discussed the inspection he completed on the south pool of the Moose River Impoundment, RLWD Project No. 13, regarding concerns District staff had regarding structural changes. Langan stated that he did not see any further damages or concerns at this time, recommending repairs to the structure within the next 2-4 years. Langan gave a general summary of repairs to be made to restore the initial intent of the project. An inspection sheet will be completed for District staff to use while documenting the project and what to monitor on the structures.

Staff member Christina Slowinski contacted Robin Brekken, Hammond Township, regarding the replacement of culverts referred to as the Hanson Crossing, on the Burnham Creek Project, RLWD Project No. 43B. Mr. Brekken indicated that the township has filed a request with Polk County for bridge funds for the project. Hammond Township did question who will pay for the required cost share.

District staff have completed the survey and plans for property owned by Ron Salentine for modifications to the Brandt Impoundment, RLWD Project No. 60D. The plans include knocking down of a portion of the spillway, placement of a berm, and removal of trees. Engineer Nate Dalager, HDR Engineering, Inc., will review the plans for approval.

Staff member Nick Olson discussed Ditch 15, RLWD Project No. 175, as it relates to RLWD Permit No. 20-185, landowners Gary Pulkrabek and Dacian Bienek. Olson stated that the landowners wish to clean the ditch and increase the culvert sizes, which would require the culvert that goes into Ditch 15 through the spoil bank to be increased. Olson stated that the culvert that is in-place was sized for what the flow rates were at the time of the establishment of the drainage system. However, the petition will increase flows thus resulting in the existing culvert to be inadequate in size. The landowners are requesting the ditch system pay for the increase of culvert through the spoil bank. Motion by Ose, seconded by Torgerson, to approve allocating funds from Ditch 16, RLWD Project No. 175, for replacement of the culvert through spoil and to size in accordance to petition request. Motion by Ose, seconded by Dwight, to approve RLWD Permit No. 20-185, Gary Pulkrabek/Dacian Bienek, Euclid Township, Polk County, with conditions stated on the permit. Motion carried.

Motion by Sorenson, seconded by Dwight, to table RLWD Permit No. 20-159 and No. 20-160, Gary Pulkrabek and Dacian Bienek, Euclid Township Polk County. Motion carried.

market value of property within the project area, along with the breakdown of woods and agricultural land. Jesme will send letters to the landowners, requesting the landowners to contact the District.

Engineer Jake Huwe, HDR Engineering, Inc., presented information on the Burnham Creek-BR6 Wildlife Pool Structure Replacement, RLWD Project No. 43A. Huwe stated a joint in the structure that helps to maintain the wildlife pool level is coming apart due to shifting of the footings. A portion of the funding for the project is through a Conservation Partners Legacy Grant. Total cost of the project is \$186,300.00. Huwe reviewed the bidding schedule, requesting that bids be opened on September 22, 2020 at 9:30 a.m. at the District office, and then presented to the Board on September 24, 2020 for approval. Project construction completion date is scheduled for November 5, 2020. Motion by Tiedemann, seconded by Dwight, to approve the Plans and Specifications for the Burnham Creek-BR6 Wildlife Pool Structure Replacement, RLWD Project No. 43A, and set the Bid Opening for 9:30 a.m. on September 22, 2020 at the District office, with Board action at the September 24, 2020 meeting. Motion carried.

Manager Tiedemann stated that he had spoken with Robin Brekken, Hammond Township, regarding replacement of the damaged culverts, known as the Hanson Crossing, on the Burnham Creek Project, RLWD Project No. 43B. Brekken stated that he would speak to his constituents regarding the matter. Tiedemann suggested working with the township to apply for state bridge funds for replacement of the culverts. Administrator Jesme will contact Mr. Brekken regarding the matter.

At 9:30 a.m., President Nelson recessed the general meeting and called the 2021 General Fund Budget Hearing to order. President Nelson noted that the hearing was properly advertised and is on videotape and available for viewing at the RLWD office. The Board reviewed the proposed General Fund Budget and opened the hearing for public comment. Administrator Jesme and Staff member Arlene Novak discussed adding an additional \$5,000 to Insurance and Bonds due to increase in the cost of Liability Insurance. Hearing no public comment, the hearing closed at 9:35 a.m. A motion was made by Tiedemann, seconded by Ose, and passed by unanimous vote that the Board approve the following 2021 General Fund Budget to include an increase of \$5,000 to Insurance and Bonds:

	2021
	BUDGET
Manager's fees and salaries	\$ 40,400.00
Board of managers' expense	24,200.00
Staff salaries	558,000.00
Payroll taxes	42,687.000
Employee benefits	85,000.00
Travel and meetings	5,000.00
Audit	9,450.00
Legal	16,000.00
Office supplies	20,000.00
Office equipment	30,000.00

Staff member Christina Slowinski presented information on a culvert failure referred to as Hanson crossing on the Burnham Creek Project, RLWD Project No. 43B. The crossing was originally designed as a Texas crossing, built in 1991. In 1993, the crossing needed to be repaired, so the District installed a 9'x15' SPPA and 12" SPP that was paid for by the ditch system. Hammond Township pursued a lawsuit alleging there was not enough capacity in the crossing, so the District installed a third culvert, an 8' CMP in 1995. During inspection, Slowinski noticed that the southwest 12' diameter SPP inlet end has folded in on itself. The culvert had been previously straightened. The center 9'5" x 15'6" SPPA is buckling on the bottom and caving in on the top. The north east 8' circular pipe is in good shape. Slowinski contacted Northern Steel to receive a quote to replace both pipes at an estimate cost of the pipe of \$106,562.50. Slowinski has been in contact with Hammond Township, who referenced the potential of closing the road if the township was responsible for replacing the culverts. Administrator Jesme stated that there is an agreement with the NRCS (formerly SCS) regarding maintenance of the project until 2038. Polk County had an emergency declaration for the spring of 2020, that the District did sign up for FEMA aid. If the crossing were put back to the original design, they could potentially cover 75% of the costs. Manager Tiedemann stated that he would contact the Hammond Township Chairman to discuss the matter. It was the consensus of the Board, to authorize Legal Counsel Sparby to investigate the jurisdictional matters between the District, township, and landowners.

Staff member Christina Slowinski stated that repairs to the outlet of Ditch 10, RLWD Project No. 161, received funding in the amount of \$84,412.86 from FEMA. Engineer Tony Nordby, Houston Engineering, Inc., stated that he is working on permitting aspects of the project as the plunge pool will be larger than the existing pool. Slowinski will determine the timeline of FEMA funding and report back to the Board.

The Red Lake River 1W1P, RLWD Project No. 149, was awarded a MPCA Section 319 Clean Water Act grant for the Red Lake River Targeted Watershed Grant-Phase 1 in the amount of \$280,000.00. Administrator Jesme stated that this is a federal grant so we can use state Clean Water funds to match the grant.

Motion by Dwight, seconded by Ose, to approve the withdrawal of RLWD Permit No. 20-131, Dave Faldet, Lessor Township, Polk County. Motion carried.

The Board reviewed the permits for approval. Motion by Torgerson, seconded by Tiedemann, to approve the following permits with conditions stated on the permit: No. 20125 and 20126, Jason Reitmaier, Sullivan Township, Polk County; No. 20127, Gary Pulkrabek, Keystone Township, Polk County; No. 20151, Brady Lee, Badger Township, Polk County; No. 20154, Aaron Miller, Star Township, Pennington County; No. 20164, Pennington County Highway Department, Star Township; No. 20166, Earl Pederson, Lambert Township, Red Lake County; No. 20167, Robin Brekken, Russia Township, Polk County; No. 20168, Wayne Diekrager, Russia Township, Polk County; No. 20169, Robert & Lynell Wayne, Rocksbury Township, Pennington County; No. 20170 and 20171, Poplar River Township, Red Lake County; No. 20172 and 20173, Curtis Amundson, Sullivan Township, Polk County; No. 20175, John Giese, Keystone Township, Polk County; No. 20176, Kevin Tharaldson, Highlanding Township, Polk County; No. 20177, Ryan

Timeline Hanson Crossing Project 43B Burnham Creek- Fairfax 31/Hammond 1 (STA 1063+70)

*Hammond Township is responsible for the road.

*As-builts for the Burnham Creek system Main 1 & CD 15 are dated 1991. In the Culvert Installation plans dated 8/20/1990, this location is referred to "Special Crossing." Originally two 29" x 42" C.S.P. Arch pipes were put in during the construction of Burnham Creek Ditch.

- May 13th, 1993 Board Meeting
 - A motion was passed to repair the Hanson field crossing and approve alternative #2 to remove the low water crossing and install a rock ford crossing at an estimated cost of \$12,000 providing the landowner is contacted by the Engineer and concurs with the option.
- June 24th, 1993 Board Meeting
 - A motion was passed to purchase three used 12-foot pipes from Polk County Highway Department and the installation of these pipes for the Hanson Crossing.
- August 26th, 1993 Board Meeting
 - Board reviewed two quotes for installation of two pipes, 9' x 15' SPPA & 12' SPP at Hanson Crossing. Upon clarification of prices the board approved the authorized acceptance of the low quote of \$17,800 from RJ Zavoral & Sons, INC.
- August 30, 1993
 - RLWD applied for a permit with MNDNR Division of Waters to install a culvert crossing on Burnham Creek to replace a failed Texas Crossing on a township road.
- December 7th, 1993
 - RLWD received a letter from Hammond Township- construction of a new crossing removed a great deal of soil from the township road which runs along the north end of the NW1/4 sec 1, The action has left a very large gap in the road leaving it unsafe and not useful. The Township claimed it did not receive any notice of the Districts intentions. No permission was requested, no permits obtained, no landowners consulted. Demanded Watershed to restore road.
- December 9th, 1993 Board Meeting
 - The following were present from Fairfax and Hammond Townships to discuss the Hanson Crossing on the Burnham Creek Project No. 43B: Paul Brekken, Jr., Fairfax Township; LeRoy Reitmeier, Lonni Kiel, Lyle Brekken, and Lyle Abrams from Hammond Township; and Dwain Fagerlund of Dickel, Johannson, Taylor, Rust & Tye. Following a lengthy discussion, the board informed Hammond Township they will respond to their concerns in the near future.
- December 23rd, 1993 Board Meeting
 - Progress payments were approved to R.J. Zavoral and Sons, INC No. 1 for the Hanson Crossing in the amount of \$17,800.00.
- Dec 27, 1993
 - Watershed responds to Hammond Township. Hammond Township was concerned about the removal of spoil from the township road. The district reviewed records and determined the area is a designated road. District then proposed an additional pipe be put through the Burnham Creek ditch at the expense of Hammond Township. This

would allow the crossing to be in conformance with the flood plain requirements. The watershed would raise the township road in the area where it was lowered. If road is to be used as a public way, easements are needed from Mr. Hanson and Mr. Brekken to cross their property.

- 1993 Annual Report
 - States under Project 43B Burnham Creek that "Three crossings were installed, known as the Hanson, Weber-Duckworth, and Isaacson Crossings. These crossings will be paid for through assessments to local landowners."
- January 5th, 1994
 - Janet K Larson, secretary if the office of Dickel, Johannson, Taylor, Rust & Tye, P.A., Attorneys at Law served the Appeal and Appeal Bond to RLWD.
- January 12, 1994
 - RLWD received a letter from Charlson, Marben & Jorgenson Attorneys at Law. They were asked by Hammond Township to respond to the Districts proposal of an additional pipe be put through Burnham Creek at the expense of the township. The proposal was not agreeable with the township. Hammond Township's position is that the RLWD pay all the expenses for restoring the road.
- January 13th, 1994
 - They also discussed the Hanson Crossing in Hammond Township; it was the consensus of the Hammond Township people in attendance that they did not want to install another pipe. They would prefer a Texas Crossing.
- January 27th, 1994 RLWD Board Meeting
 - The following options for the Hanson Crossing, Burnham Creek Project No. 43B, were presented by Legal Counsel McEwen: remove the pipe and install Texas crossings; condemn an acre of land on the Howard Hanson and Lyle Brekken property; ask for a waiver from Polk County on the 100 year flood ordinance; and build spillway along crossing - 100 feet wide and 200 feet long. It was reported that Howard Hanson recommended leaving the crossing as is and the water will run on the west side. Following a review of these options, it was the consensus of the board that the RLWD proceed with building a spillway on the east side of the crossing in the Right-of-way to solve the crossing problem.
- April 21, 1994 Board Meeting
 - Following a review of the three options for construction of the Hanson Crossing on RLWD Project No. 43B, a motion was made by Ross, seconded by Sander, and passed by unanimous vote that the board approve Option #2 for the construction of the Hanson Crossing at a cost of \$21,555 for the Hanson Crossing, plus \$1,200 for the Donald Simmons Crossing, for a total of \$22,755.
- May 26, 1994 RLWD Board Meeting
 - Legal Counsel McEwen informed the board the briefs have been completed on RLWD Project No. 43B, Burnham Creek., with the hearing scheduled sometime in July, 1994. He stated the Lyle Brekken and Hammond Township disputes have been settled and that the Hanson road would be restored to its original level.
- June 9, 1994 RLWD Board Meeting

- Leroy Reitmeier, Crookston, MN, was present and stated he would like to see the Hanson Crossing lowered by two feet on RLWD Project No. 43B, Burnham Creek. Following discussion, it was the consensus of the board that Manager Ross should consult landowner Hanson to see if there is room for compromise. If so, the RLWD would meet with Hammond Township to work out an agreement.
- June 23, 1994 Board Meeting
 - The board discussed the Hanson Crossing on RLWD Project No. 43B. It was the consensus of the board that the RLWD should proceed with Option 2, which was approved at the April 21, 1994 board meeting.
- June 28, 1994
 - After the parties informed the court that the issues were substantially resolved and that the Board agreed to redesign the Hanson crossing and to return the township road to its original design. Trial was continued but the appeal was to remain pending until construction was completed and a stipulation of dismissal received from the parties.
- October 11, 1994
 - An order scheduled trial for Tuesday July 11, 1995 noting that the repair work was still not completed but was to be completed in the spring or early summer of 1995 and hoped to be resolved without trial.
- October 27, 1994 Board Meeting
 - Quotes for the construction of the Hanson Crossing on RLWD Project No. 43B, Burnham Creek, will be accepted until October 31, 1994. A motion was made by Sander, seconded by Moe, and passed by unanimous vote that the board authorize Administrator Enerson review the quotes with Manager Ross. If the low quote is acceptable to Manager Ross, Administrator Enerson should authorize the work to begin and proceed with the approval of the contract.
- November 1, 1994
 - RLWD notifies Hammond Twp. by letter that RLWD has decided to complete the work on the Hanson crossing this fall. The RLWD contracted with Lyle Wilkens, Inc to complete the work. Work will include installing an additional eight' diameter culvert, reconstructing a 500-foot segment of the township road east of the crossing and installing rock riprap.
- November 1, 1994
 - Letter was sent to Lyle Wilkens accepting his quote for \$19,864.
- November 10, 1994 Board Meeting
 - Administrator Enerson stated the RLWD received the following three quotes for the Hanson Crossing on Burnham Creek: Lyle Wilkens Inc., - \$19,864; Plummer Excavating - \$22,146; R.J. Zavoral & Sons - \$20,930. He informed the board that Manager Ross accepted the low quote (per minutes of 10-27-94) from Lyle Wilkens, Inc. in the amount of \$19,864 for the repair of the Hanson Crossing on RLWD Project No. 43B, Burnham Creek.
- January 19, 1996
 - in a letter to the court, Lyle Brekken informed the court that the construction had been substantially completed on the repair to the Hanson crossing and the adjacent township road.

- February 6, 1996
 - Brekken moved for judgement against the RLWD for attorney fees, costs, and disbursements incurred in prosecuting the appeal.



McEWEN LAW OFFICE

Northern State Bank Building
P.O. Box 220
Thief River Falls, Minnesota 56701

Neil A. McEwen
John I. Allen

Phone 218-681-3070
Fax 218-681-3077

August 29, 1990

Mr. Kevin Adolfs
Engineer
Red Lake Watershed District
102 North Main
Thief River Falls, MN 56701

Re: Crossing - Burnham Creek Project

Dear Kevin:

This letter will confirm our earlier telephone conversation.

You were concerned about a crossing in the Burnham Creek project which is used as a bridge or crossing for two different township roads, one on each side of the Burnham Creek project. Your concern was whether this bridge or crossing was the responsibility of the townships or should be part of the project relative to costs, repair and maintenance. The original intent of the crossing was to provide a private crossing for land owner Hansen but in reality has turned into more of a crossing for the two township roads.

After careful review of all of the statutes and applicable law relative to the cost and maintenance of a crossing, I am of the opinion that the costs, repairs and maintenance on this crossing are the responsibility of the drainage project.

If you have any further questions or comments, please let me know.

Very truly yours,
MCEWEN LAW OFFICE


Neil A. McEwen

NAM:lh

pc: Mr. Lowell Enerson

RECEIVED
AUG 30 1990
R. L. W. DIST.

Dean Frisk
R.R.#3 Box 170
Crookston, MN 56716
June 10, 1987

Charles Anderson
Red Lake Watershed District
216 So. Main
Crookston, MN 56716

Dear Mr. Anderson:

On May 29, 1987 at 8:00 AM, the Fairfax Town Board and the Hammond Town Board met with Charles Anderson, member of the Red Lake Watershed District, and Howard Hanson, owner of the existing crossing structure over Burnham Creek in the S 1/2 section 31 Fairfax, sta. 1063+85.

The matter of concern is what will replace this current structure, its cost and what authority is responsible for its maintenance and repair. As explained by Charles Anderson, it is our understanding that if the replacement is installed at the same time and as part of the Burnham Creek Watershed project, it will come under the ditch authority. Whereas, if it is installed after the ditch installation it will come under the road authority.

The current options presented to the Town Boards as part of the ditch installation are a Rock ford or a Texas type crossing. The estimated cost of these options are \$6,000 and \$14,000 respectively.

The Fairfax Town Board, Hammond Town Board and Howard Hanson, owner of the current structure, are all in agreement that we would like a Texas type replacement crossing installed at the same time and as a part of the Burnham Creek Watershed installation. It is our understanding that Howard Hanson would receive compensation for the loss of his structure that is currently in use and that the \$14,000 cost for the new structure would be assessed to the appropriate parties. It is further understood that responsibility for this structure will be with the ditch authority.

RECEIVED

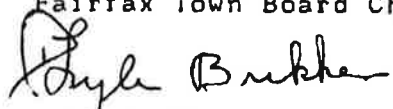
JUL 1 1987

RLWD ENGINEERING

If any of our information is inaccurate or incorrect, please contact us as soon as possible.

Sincerely,


Paul Brekken
Fairfax Town Board Chairperson


Lyle Brekken
Hammond Town Board Chairperson

cc: Howard Hanson, Charles Anderson, Mike
Niendber

Dean Frisk
R.R. #3 Box 170
Crookston, MN 56716
June 10, 1987

Charles Anderson
Red Lake Watershed District
216 So. Main
Crookston, MN 56716

Lowell, 7-2-87
I received this letter from
the Townships. You may want to
respond. The notes below indicate
where my understanding is
different.
CJA

Dear Mr. Anderson:

On May 29, 1987 at 8:00 AM, the Fairfax Town Board and the Hammond Town Board met with Charles Anderson, member of the Red Lake Watershed District, and Howard Hanson, owner of the existing crossing structure over Burnham Creek in the S 1/2 section 31 Fairfax, sta. 1063+85.

The matter of concern is what will replace this current structure, its cost and what authority is responsible for its maintenance and repair. As explained by Charles Anderson, it is our understanding that if the replacement is installed at the same time and as part of the Burnham Creek Watershed project, it will come under the ditch authority. Whereas, if it is installed after the ditch installation it will come under the road authority. (or the private land owner)

The current options presented to the Town Boards as part of the ditch installation are a Rock ford or a Texas type crossing. The estimated cost of these options are \$6,000 and \$14,000 respectively.

The Fairfax Town Board, Hammond Town Board and Howard Hanson, owner of the current structure, are all in agreement that we would like a Texas type replacement crossing installed at the same time and as a part of the Burnham Creek Watershed installation. It is our understanding that Howard Hanson would receive compensation for the loss of his structure that is currently in use and that the \$14,000 cost for the new structure would be assessed to the appropriate parties. It is further understood that responsibility for this structure will be with the ditch authority.

Howard would
be paid
for the
loss of
the crossing
only if it
is not
replaced.

We have asked
the SCS to
design the rock
ford crossing so
that we may review
and consider that
option.

RECEIVED

JUL 6 1987

R. L. W. DEE

RECEIVED

JUL 1 1987

RLWD ENGINEERING

AGREEMENT

WHEREAS: Soil Conservation Service in cooperation with the Red Lake Watershed District is constructing a drainage project known as Burnham Creek, and

WHEREAS: The following pipe crossings are scheduled for construction as part of the project, and

Channel	Crossing Number	Station	Description	Estimated Cost	Owner
Main	8	1407+60	2 12'x6' Box	66,590	Russia Twp
Main	9	1470+12	2 154" RCPA	59,491	Russia Twp
CD 106	1	52+75	2 115" RCPA	31,044	Russia Twp
CD 106	2	133+82	1 115" RCPA	27,621	Polk Co

WHEREAS: Under current rules transportation funds are available on all crossings except Main Station 1407+60.

WHEREAS: An existing crossing consisting of three lines of 115" RCPA on CSAH 45 will become obsolete as a result of an alignment change, and

WHEREAS: It is in the best interest to all parties to utilize the above described existing pipe, and

THEREFORE:

1. The Red Lake Watershed District will furnish and install the crossings at CD 106 Station 133+82 (CSAH #47).

2. Polk County will furnish to the Red Lake Watershed District the existing pipe at CSAH 45.

3. The Red Lake Watershed District will remove the above described pipe and install said pipe at the crossing on the Main Channel at Station 1407+60. (This change in pipe size reviewed and approved by SCS).

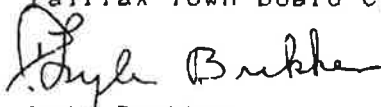
4. All costs to the Red Lake Watershed District will be assessed to the Burnham Creek Project.

→ 5. Russia Township agrees to this proposal and agrees to assume jurisdiction of the crossing at Station 1407+60. Russia Township further agrees that all claims are satisfied relating to this pipe culvert crossing.

If any of our information is inaccurate or incorrect, please contact us as soon as possible.

Sincerely,


Paul Brekken
Fairfax Town Board Chairperson


Lyle Brekken
Hammond Town Board Chairperson

cc: Howard Hanson, Charles Anderson, Mike
Niendber

→ 6. Polk County agrees to this proposal and agrees to assume jurisdiction of the crossing on CD 106, Station 133+82.

7. The Red Lake Watershed District agrees to this proposal.

IN WITNESS WHEREOF, the parties have executed this agreement.

POLK COUNTY

By *Don Becken*
By *John P. Schmalberg*
Clerk of the Court

Dated this 4th day of October,
1989.

RED LAKE WATERSHED DISTRICT

By *Lloyd Wiseth* President
By *Russell Sander* Secretary

Dated this 14 day of Sept.,
1989.

RUSSIA TOWNSHIP

By *Ronald Sennings*
By *Harold Barty*

Dated this ____ day of _____,
1989.

Permit # **21-181**Status Report: **Approved****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Ron Grande		12370 Lake Street SE Mentor, MN 56736		tel: 218-280-5080 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Godfrey** Range: **44** Section: **14 1/4**:(4) Describe in detail the work to be performed. **Install crossing.**(5) Why is this work necessary? Explain water related issue/problem being solved. **No current access.****Status**

Status	Notes	Date
Approved		April 8, 2022
Tabled		Dec. 28, 2021
Received		Dec. 13, 2021

Conditions

Red Lake Watershed District (RLWD) approval to install an 18" diameter driveway culvert, as per approval of the Road Authority. Consideration should be had regarding installation of rock riprap with filter fabric at the outlet end of the permitted culvert to prevent erosion. Applicant shall ensure that all disturbed areas are seeded. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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

Permit # **22-013**Status Report: **Denied****Applicant Information**

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Smiley** Range: **42** Section: **34 1/4**: **SW1/4**(4) Describe in detail the work to be performed. **Plug existing centerline culvert.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Existing pipe extensions were rusting. Rather than opening road and closing traffic, plugging culvert seemed better way as road isn't having issues through lanes. There is a culvert to the west of intersection for drainage and this pipe has no real purpose at this point.**

Status

Status	Notes	Date
Denied		April 8, 2022

Conditions

REVISION - Upon inspection of spring run-off conditions, it has been determined that the existing centerline culvert shall remain in-place and not to be "plugged". The south road ditch in spring conditions retains snow where the north road ditch flows open. The centerline culvert is needed to pass water from the snow-plugged south road ditch into the north road ditch.

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 # **22-019**Status Report: **Tabled****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Randy Lee		20711 310th Street SE Erskine, MN 56535		tel: 218-289-5587 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Polk** Township: **Badger** Range: **42** Section: **18 1/4: N1/2 NE1/4**(4) Describe in detail the work to be performed. **Install pattern tile with lift station/pump.**(5) Why is this work necessary? Explain water related issue/problem being solved. **Improved drainage.****Status**

Status	Notes	Date
Tabled		April 8, 2022
Received		March 23, 2022

Conditions

I recommend this permit be "Tabled" until after the proposed land has been included into the benefitted area of Polk County Ditch 111. 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 # **22-015**Status Report: **Approved****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Patricia Erdman		28964 290th Avenue SW Crookston, MN 56716		tel: mobile: 218-289-4642 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Andover** Range: **47** Section: **3 1/4: SW1/4**(4) Describe in detail the work to be performed. **Install culvert under road for field drainage.**(5) Why is this work necessary? Explain water related issue/problem being solved. **Water is running back tot he east then under the road, slow drainage on spring runoff and large rains.****Status**

Status	Notes	Date
Approved		April 8, 2022
Received		March 8, 2022

Conditions

Red Lake Watershed District (RLWD) approval to install an 24" diameter centerline culvert; as per approval of Andover Township; proposed work is within Township Road Right-of-Way. Consideration should be had regarding installation of rock riprap with filter fabric at the outlet end of the permitted culvert to prevent erosion. Applicant shall ensure that all disturbed areas are seeded. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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

Permit # **22-021**Status Report: **Approved****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Tim Dufault		23253 170th Avenue SW Crookston, MN 56716		tel: mobile: 218-289-0457 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Gentilly** Range: **45** Section: **9 1/4: NE1/4**(4) Describe in detail the work to be performed. **Replace existing driveway culverts.**(5) Why is this work necessary? Explain water related issue/problem being solved. **Preventative maintenance.****Status**

Status	Notes	Date
Approved		April 8, 2022
Received		March 31, 2022

Conditions

Red Lake Watershed District (RLWD) approval to remove and replace existing 48" & 54" diameter culverts. Applicant shall not increase or decrease the culvert sizes. Consideration should be had regarding installation of rock riprap with filter fabric at the outlet end of the permitted culvert to prevent erosion. Applicant shall ensure that all disturbed areas are seeded. Applicant shall contact the MN Dept. of Natural Resources (MNDNR) area hydrologist concerning their requirements, if any, regarding public watercourse that the permit location lies within. Contact person at the Thief River Falls MNDNR office is hydrologist Stephanie Klamm. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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



Permit # 22-025

Status Report: **Approved****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Louisville Township	Louisville Township	16292 210th Street SW Red Lake Falls, MN 56750		tel: mobile: 218-686-4288 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Louisville** Range: **45** Section: **23 1/4**:(4) Describe in detail the work to be performed. **Existing culvert has separated. Township will repair or replace culvert.**(5) Why is this work necessary? Explain water related issue/problem being solved. **Culvert has separated.****Status**

Status	Notes	Date
Approved	Red Lake County – Louisville Township – Section 23/24 Red Lake Watershed District (RLWD) approval to remove existing 36" CMP culvert and replace it with a 36" CMP culvert. Applicant shall ensure that all disturbed areas are seeded and that rock riprap with filter fabric is placed at the outlet end of the permitted culvert. ■ 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. (1-800-252-1166)	April 13, 2022
Received	None	April 5, 2022

Conditions

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 # **22-026**Status Report: **Approved****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Mike Tiedemann		13433 273rd Avenue SW Euclid, MN 56722		tel: mobile: 218-289-1301 fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Polk** Township: **Euclid** Range: **47** Section: **27 1/4: N1/2 and SE1/4**(4) Describe in detail the work to be performed. **Install pattern tile with lift station pump.**(5) Why is this work necessary? Explain water related issue/problem being solved. **Improved drainage.****Status**

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'pump' 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. Permit Holder shall contact the road authorities when cutting through roads. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. ■ 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. (1-800-252-1166) T.O.	April 13, 2022
Received	None	April 5, 2022

Conditions

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 # **22-027**Status Report: **Approved****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Randall W. Ayers		12409 160th street NW Thief River Falls, MN 56701		tel: mobile: 218-686-5524 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Norden** Range: **44** Section: **34 1/4: SW1/4**(4) Describe in detail the work to be performed. **Install culvert/crossing. RLWD will size culvert for applicant.**(5) Why is this work necessary? Explain water related issue/problem being solved. **Need to access to property.****Status**

Status	Notes	Date
Approved	Pennington county – Norden Township – Section 34 Red Lake Watershed District (RLWD) approval to install a 36" culvert for new road approach. Applicant shall ensure that all disturbed areas are seeded and that rock riprap with filter fabric is placed at the outlet end of the permitted culvert. ■ 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. (1-800-252-1166) T.O.	April 13, 2022
Received	None	April 7, 2022

Conditions

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.

* Add to April 14th Board Meeting *

Christina Slowinski

From: Steve Beckwitt <sbeckwitt@esri.com>
Sent: Friday, April 1, 2022 6:26 PM
To: Christina Slowinski
Subject: Re: Red Lake Watershed District | ECP Application - christina.slowinski@redlakewatershed.org

Hi Christina,

If I order your software renewal now, the licenses will be renewed within 2 working days and you will get an invoice within a week or two. Do you want me to wait until you get your Board approval? We have lot's of time.

best, Steve

On 2022-04-01 08:33, Christina Slowinski wrote:

Oh, thank you so much for informing me! I think all those links will be helpful. I still have a lot to learn and understand in terms of what we are paying for and utilizing. Thank you for all your help. We will want to continue with renewal for \$420 and I will make a note about the service credits! I'm not sure if I inform you of this, but we would like an invoice, I will need to bring it to my Board for approval. Our next board meeting I can get the approval is April 14th.

Thanks,

Christina Slowinski

Natural Resource Specialist
Red Lake Watershed District
1000 Pennington Ave South
Thief River Falls, MN 56701
O: 218-681-5800
C: 218-686-9694

From: Steve Beckwitt <sbeckwitt@esri.com>
Sent: Friday, April 1, 2022 10:22 AM
To: Christina Slowinski <Christina.Slowinski@redlakewatershed.org>
Subject: Re: Red Lake Watershed District | ECP Application - christina.slowinski@redlakewatershed.org

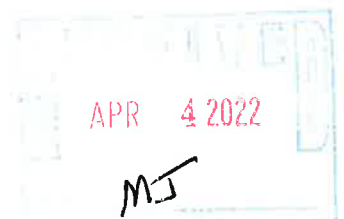
Hi Christina,

You currently have ArcPro, it's been included since 2016 with your licenses. I will send you a separate email to get you going. It's time, ArcMap is in hospice, no food, no water, soon to pass. You will love ArcPro.

best, Steve

On 2022-04-01 08:16, Christina Slowinski wrote:

Sounds great!



I have a quick question, if in the future we ever wanted to switch to using Arc Pro, would we be able to still apply for the ECP and would that change the cost dramatically?

Thanks,

Christina Slowinski

Natural Resource Specialist
Red Lake Watershed District
1000 Pennington Ave South
Thief River Falls, MN 56701
O: 218-681-5800
C: 218-686-9694

From: Steve Beckwitt <sbeckwitt@esri.com>
Sent: Friday, April 1, 2022 10:10 AM
To: Christina Slowinski <Christina.Slowinski@redlakewatershed.org>
Subject: Red Lake Watershed District | ECP Application - christina.slowinski@redlakewatershed.org

Hello Christina,

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

I can renew your current maintenance for \$420, ok?

Also we can provide service credits whenever you need them for \$10 per block of 1000 instead of the normal \$100 per block. Please apply to ECP if you need them.

thanks, Steve

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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

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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>

Esri Conservation Program (ECP) Consultant/Grant Manager
<sbeckwitt at esri dot com>

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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>

**esri**

380 New York St
Redlands, CA 92373
Phone: + 190979328532063
Fax #: 909-307-3083

Quotation

Date: 04/01/2022**Quotation Number:** 26074258**Contract Number:** 31574.0

Red Lake Watershed District
1000 Pennington Ave
Thief River Falls MN 56701-4013
Attn: RedLake Watershed

Phone: 218-681-5800**Customer Number:** 127165**For questions regarding this document, please contact Customer Service at 888-377-4575.****Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Pete Bennett

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 07/01/2022 End Date: 06/30/2023	1,010.00	1,010.00
1010	1	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2022 End Date: 06/30/2023	303.00	303.00
2010	4	93095 ArcGIS Desktop Basic with Extensions Single Use Secondary Maintenance Start Date: 07/01/2022 End Date: 06/30/2023	909.00	3,636.00
Item Subtotal				4,949.00
Estimated Tax				0.00
Total				USD 4,949.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Pete Bennett **Ext:** 2063

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532063
Fax #: 909-307-3083

Quotation

Page 2

Date: 04/01/2022

Quotation Number: 26074258

Contract Number: 31574.0

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]

Red Lake Watershed District - Administrators Report

April 14, 2022

Red River Watershed Management Board – LeRoy will be attending the Red Board meeting at 10:00 am April 19th at the RRWMB Board room in Ada. I will attend the meeting via Teams.

I have included in your packet a LiDAR Data Acquisition Update from Rob Sip.

BWSR Red Lake SWCD's Clearwater focus – I have included in your packet a rather good newsletter featuring Red Lake SWCD and their Watershed Based Funding Projects. The article has quotes from farmers, Tanya Waldo as well as our own Corey Hanson.

Chief's Coulee – Corey and I attended a meeting with all interested parties Friday April 8th at HDR Engineering office. Good discussion was had on project components and the need to separate each component with funding sources available.

State of Minnesota 404 Certification meeting – Yesterday afternoon I attended a 404 Certification meeting set up by the RRWMB. This meeting allowed the member Watershed Districts the opportunity to ask questions to BWSR folks as to the process and changes which may occur should the State of Minnesota assume 404 permit authority.

Pennington County Water Resource Advisory Committee – Corey participated in in the Pennington County WRAC meeting held Monday morning in the RLWD Board room.

Upper/Lower Red Lake Watershed 1W1P – The first organizational meeting for this watershed was held at 1:00 pm March 24th. I was not available, but Corey attended in person. We will update the Board as we proceed with the plan development.

Mud River Project Team – Mud River Project Team met at 9:00 am Friday March 18th. Corey met on behalf of the RLWD. We will keep the Board updated as this project develops.

Red Lake River 1W1P – Yesterday at 9:30 we held a Policy Committee at the Red Lake Watershed District Board room. The meeting was chaired by Gene and consisted of financial and project updates. There was also a “Cost Share” amendment made to the plan which requires a 10% match on all project funded by the WBF. This match falls in line with the state guidance and replaces the 25% cost share agreement previously approved by the Policy Committee.

MAWD Legislative Breakfast/Update – I will be leaving for St. Paul around noon March 15th to attend the Legislative Updates and Breakfast on the 16th and 17th. I will then be on vacation from March 18th thru March 28th.



TO: Watershed Districts and Counties in the Minnesota Red River Basin

FROM: Robert L. Sip, Executive Director, RRWMB

RE: LiDAR Data Acquisition Update

DATE: April 7, 2022

The purpose of this correspondence is to share a status update with you regarding the Red River Basin (RRB) LiDAR data acquisition effort:

1. **Ground Survey Control Points (GSCP):** Approximately 100 of the 800 GSCP's are left to be collected in the southern end of the RRB. It is anticipated this will be completed in April or May 2022.
2. **Technology Issue:** In January 2022, the LiDAR vendor informed the RRWMB of an issue with one of the electronic sensors aboard one of the three aircraft used to collect raw LiDAR data. Block 1 in the northern part of the RRB is the area that was affected by this issue. The vendor has worked through the issue along with the sensor manufacturer and has determined that the raw LiDAR data was not compromised. However, additional processing time was needed to ensure the integrity of the data.
3. **Pilot Areas:** We are currently piloting the raw LiDAR data in two small areas located in the Roseau River and Two Rivers Watershed Districts. Once the raw LiDAR data has been applied to these areas without technical difficulties or errors, the data will be fully transferred to the International Water Institute (IWI). We anticipate this to be sometime in April or May 2022.
4. **LiDAR Derived Product Development:** We anticipate that the IWI will begin development of the Products as soon as the raw LiDAR data is transferred from the vendor. The DEM and 1-foot contour products will be delivered to each partner on external hard drives covering the respective area of the water district and/or county. The preliminary timelines for the different LiDAR-derived products are listed below:

Item	Anticipated Timeline
Pilot Area Review	April – May 2022
New Raw Digital Elevation Model (DEM)	July – December 2022
One-foot Contours	September 2022 – June 2023
New Hydro-conditioned DEM	July 2023 – June 2025

TO: Tom Gile, Resource Conservation Section Manager
MN Board of Water and Soil Resources

FROM: John C. Kolb & Kale R. Van Bruggen, Rinke Noonan, Ltd.

RE: Comments on HF4274 language in HF4492 (Omnibus)
Drainage Registry Information Portal

The following memo contains our comments on the Drainage Registry Information Portal language proposed originally in HF4274 which is presently included in the HF4492 Omnibus bill.

First, we are dismayed by the bill authors' and proponents' strategy to file this legislation without any notice or review before the Drainage Work Group stakeholders. We are equally disappointed in the lack of formal communication from the MN BWSR admonishing the bill's proponents for bypassing the Drainage Work Group and denying its stakeholders an opportunity to foster mutual understanding and provide recommendations on this bill. This strategy, and BWSR's failure to rebuke it, has discredited confidence in the validity and necessity of the Drainage Work Group.

Second, we find it is important to state that transparency in government is a noble and supported cause; however, we are concerned with flaws in the language of the bill that conflict with other provisions of the bill itself, the drainage code, and its practical application. Further, the lack of Drainage Working Group review to develop information, education, and recommendations leaves us with legitimate and serious concerns about how the Drainage Portal Registry will be used. These concerns have already been realized in many recent drainage proceedings.

We have the following concerns with the bill's language:

In Sec. 34(a)(4), we are concerned the language "other identifiers that allow members of the public to easily access information on the proceeding or repair" is vague and that there are not adequate safeguards to ensure drainage authorities are not bogged down with excessive data reporting requirements.

Secs. 34(c) & (d) contain conflicting language for nonpetitioned repairs.

Section 34(c) requires the drainage authority file the document initiating the nonpetitioned repair, which is typically a drainage inspection report. Subparagraph (c) requires this document to be filed within ten days of the repair being "ordered." This subparagraph also prohibits a drainage authority from taking any action on a repair if the proceeding does not comply with the bill. Standing alone, it seems subparagraph (c) would allow a drainage inspection report to be filed and approved by the drainage authority and the repair to take place before anything is filed with the portal, as long as within ten days of the repair being ordered, the inspection report that initiated the nonpetitioned repair is filed.

Subparagraph (d) requires the inspection report to be filed within 10 days of the inspection report being presented to the drainage authority. That requirement is an additional requirement different from the requirement in subparagraph (c),

which requires the inspection report be filed within 10 days of the repair being ordered.

Why do subparagraphs (c) & (d) have two separate triggering events for when an inspection report is filed?

Subparagraph (d) goes further and prohibits action on inspection reports or ordering a repair or maintenance until the report has been posted on the portal for a period of 30 days, even though subparagraph (c) seems to expressly permit action if the inspection report is filed within 10 days of the repair being ordered.

Section 34(c) prohibits a drainage authority from taking any action on a drainage proceeding or repair if the proceeding does not comply with Section 34. There appears to be no reform for the inadvertent or unavoidable situations. This is a harsh result, especially considering other provisions of the drainage code allow the drainage authority to reform proceeding defects. See Minn. Stat. §§ 103E.035 & 103E.051.

Repairs: Drainage systems have been paid for by the benefited owners of property and the drainage code ensures vested property rights of benefited owners are protected through routine repairs.

The majority of drainage system repairs are completed close in time to the identification of a repair need, through delegated authority to Drainage System Inspectors. This is especially true for joint or judicial ditches managed by joint county drainage authorities which do not meet on a regular basis to conduct other business.

Section 34(d) will delay all repairs for a minimum period of 30 days, even where there is no evidence of public concern or cause for delay. This delay can cause significant crop damage, significant erosion, and sediment to be discharged downstream. This problem is further exacerbated for repair and construction after disaster under Minn. Stat. § 103E.705, subd. 7, which expresses public policy in favor of bypassing traditional public bidding requirements if public interests would be damaged by repair or reconstruction being delayed.

There appears no justification for including repairs with the delayed actions, especially for routine nonpetitioned repairs and emergency repairs.

Finally, this bill is a specific attack on agriculture. There is no companion requirement to register and delay actions for municipal stormwater repairs, for example. The purpose seems arbitrary and redundant considering there are already processes in place requiring MN DNR notification and review if proceedings, petitioned repairs, and nonpetitioned repairs will affect public waters.

1.1 moves to amend H.F. No. 4274 as follows:

1.2 Page 2, after line 3, insert:

1.3 "(d) For any repair or maintenance undertaken under this chapter without a petition, the
1.4 drainage authority must file with the executive director an electronic copy of the drainage
1.5 inspection report or other document initiating the repair or maintenance within ten calendar
1.6 days of the drainage inspection report or other document being presented to the drainage
1.7 authority. A drainage authority may not take any action on a drainage inspectors report or
1.8 otherwise order a repair or maintenance until the drainage inspectors report has been posted
1.9 on the drainage registry information portal for a period of 30 days.

1.10 Sec. 2. **APPROPRIATION.**

1.11 \$200,000 in fiscal year 2023 is appropriated from the general fund to the Board of Water
1.12 and Soil Resources to establish the drainage registry information portal required under
1.13 Minnesota Statutes, section 103E.122. This is a onetime appropriation."

1.14 Amend the title accordingly

HF4274 and HF4274A Drainage Registry Information Portal

The bill and amendment (links below) creating a drainage registry information portal was discussed at the House Environment Natural Resources Finance and Policy Committee meeting on March 17. The amendment was approved at the hearing and the bill as amended was laid over for possible inclusion in an omnibus bill.



- [HF 4274 as introduced - 92nd Legislature \(2021 - 2022\) \(mn.gov\)](#)
- [H4274A2 \(state.mn.us\)](#)

Understand what the language does

- Drainage Registry Information Portal
 - Requires BWSR to establish and maintain a drainage registry information portal
 - Searchable electronic database of all documents initiating proceedings and non-petitioned repairs
 - Must permit the public to easily search for and retrieve documents
- Drainage Proceeding
 - Must file an electronic copy of the petition or other document initiating the drainage project within 10 days
 - Must contain the contact information for a local contact that can provide additional information
 - Petition must be filed within 10 days with the auditor
 - Drainage authority may not take any action on a drainage proceeding if the proceeding does not comply with this section
- Repair or Maintenance
 - Must file an electronic copy of the drainage inspection report or other document initiating the repair or maintenance within 10 days of being presented to the drainage authority
 - Must contain the contact information for a local contact that can provide additional information
 - Drainage authority may not take any action on a drainage inspectors report or otherwise order a repair or maintenance until the report has been posted on the drainage registry information portal for 30 days

Considerations

- Landowners/farmers have paid dearly for their drainage projects (in many cases millions of dollars) through a statutory process that requires checks and balances.
- Following the statutory process from petition to construction for a drainage project takes over a year (and often several years) to complete. The petition, plans, etc. are vetted by state and federal permitting agencies (BWSR, DNR, USACOE). The bill intends to prevent necessary maintenance or repairs on systems.
- The need for repairs is determined during routine inspections, following a damaging event, following weather, following or in anticipation of an infrastructure failure, incorporated with other repairs on a systematic basis.
- Timing of repairs is dependent on funding, availability of materials and contractors, and the season (before crops are planted or after harvest).
- Drainage inspectors order repairs, for safety and protection, routine needs, and emergencies based on requests from landowners who OWN the systems.

- The bill would unnecessarily delay routine and necessary maintenance and repair activities.
- Ag producers and the neighborhood homeowner have an expectation that the public system functions providing the intended service when it is needed.
- Landowners/farmers depend on drainage systems for their livelihood. Hindering their ability to maintain and repair systems could cause long-term negative impacts to the agricultural industry. A crop can be lost in a matter of days if the drainage system is blocked.
- If repairing an ag drainage system needs this type of notification for repairs, then wouldn't municipalities need to be held to the same disclosure standards when repairing manholes, streets, gutters, driveways, and culverts?
- If unintended downstream issues are the concern, then study that issue.

Your organization's perspective and/or recommendations to alter the proposed language

- MAWD's preference would be to have these bills vetted through the DWG before action is taken. Regardless of whether or not action is taken, discussion with the DWG is necessary.
- Compromise #1: If transparency is the problem, could drainage authorities simply post repair notices on their own websites rather than entering information into a statewide database?
- The legislature could order the DWG to study the concerns presented and submit a report to the legislature. This has been done successfully in the past.
- If the bill continues to move forward, please provide funding for drainage authorities to accommodate this additional workload of scanning, updating, and likely standardizing records and forms.
- 103E already dictates how and when this work can take place. It seems like this is more of an enforcement issue than a transparency and communications issue. It seems like this bill is seeking to catch bad actors who use the repair process when they should use the improvement process. If that's the case, discussion should focus more specifically on fixing that issue rather than creating an additional layer of reporting. Perhaps the definition of a repair needs to be addressed.
- There should be no consideration of passing the bill as written or as amended. The bill came up too quickly and there has not been adequate time to study for unintended consequences.

Miscellaneous Comments

- The DWG should consider how to collectively increase lobbying power to proactively protect the right to maintain privately-owned, publicly administered drainage infrastructure.
- If passed, funding should be provided for the drainage authorities to scan, update, and standardize records. Landowners who own the system should not need to pay for additional reporting requirements when a legal process has already been established to complete this work in a fair and transparent manner.

This Document can be made available
in alternative formats upon request

State of Minnesota HOUSE OF REPRESENTATIVES

NINETY-SECOND SESSION

H. F. No. **4274**

03/14/2022 Authored by Lippert and Hansen, R.,
The bill was read for the first time and referred to the Committee on Environment and Natural Resources Finance and Policy

- 1.1 A bill for an act
- 1.2 relating to drainage; establishing drainage registry information portal; proposing
- 1.3 coding for new law in Minnesota Statutes, chapter 103E.
- 1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.5 Section 1. **[103E.122] DRAINAGE REGISTRY INFORMATION PORTAL.**
- 1.6 (a) The executive director of the Board of Water and Soil Resources must establish and
- 1.7 maintain a drainage registry information portal that includes a searchable electronic database
- 1.8 of all documents initiating proceedings and nonpetitioned repairs under this chapter. The
- 1.9 database must permit members of the public to easily search for and retrieve documents by:
- 1.10 (1) the name of the county or watershed district where the petition or document was
- 1.11 filed;
- 1.12 (2) the type of petition or document filed;
- 1.13 (3) the date of the petition or document; and
- 1.14 (4) other identifiers that allow members of the public to easily access information on
- 1.15 the proceeding or repair.
- 1.16 (b) For each proceeding, the database must include the contact information for a local
- 1.17 contact that can provide additional information on the proceeding or repair.
- 1.18 (c) For any proceeding or nonpetitioned repair brought under this chapter, the drainage
- 1.19 authority must file with the executive director an electronic copy of the petition or other
- 1.20 document initiating the drainage project or repair. The petition or other document must be
- 1.21 filed within ten calendar days of filing the petition or other document with the county auditor

- 2.1 or secretary or, for nonpetitioned repairs, within ten days of ordering the repair. A drainage
- 2.2 authority may not take any action on a drainage proceeding or repair if the proceeding does
- 2.3 not comply with this section.

STATE OF MINNESOTA
COUNTY OF POLK

CIVIL DIVISION
IN DISTRICT COURT
NINTH JUDICIAL DISTRICT

Keystone Township, Owen Peterson, Lamont Peterson, Curt Vanek, Mark and Charlene Holy, John Giese, James Pulkrabek, Peter Giese, J-P, Inc., David Straus, Dan and Donna Driscoll, Tim Kozel, Peter Ciekliniski, Tom Kozel, Curtis Amundson, Suzie Larson, Tami Neilson, Donna Driscoll, Stanley Hotvedt, Norma Lacano Hotvedt, Charles Hotvedt, Marvin Zak, Dorothy and Robert Jerik, and Brad Owens,

Court File No. 60-CV-20-1387

**DECLARATION OF
MYRON JESME**

Appellants,

v.

Red Lake Watershed District,

Appellee.

STATE OF MINNESOTA)
) SS
COUNTY OF PENNINGTON)

I, Myron Jesme, being first duly sworn on oath deposes and states as follows:

1. I am and have been the administrator of the Red Lake Watershed District since 2003.
2. Prior to my tenure at Red Lake Watershed District, I was the Engineering Technician/Surveyor at Middle-Snake-Tamarac Rivers Watershed District for 19 years.

3. In both positions, I have been involved with or assisted in the administration of proceedings related to public drainage systems.

4. Within the Red Lake Watershed District, the District exercises authority over 35 public drainage systems.

5. Since its establishment, Red Lake Watershed District has become drainage authority over 7 drainage systems by transfer from county or joint county drainage authorities pursuant to Minnesota Statutes, section 103D.625, subd. 1, or its predecessor.

6. Since its establishment, Red Lake Watershed District has become the drainage authority over 26 drainage systems either by petitions for original establishment of drainage systems or petitions to improve existing drainage systems pursuant to Minnesota Statutes, section 103D.625, subd. 4, or its predecessor.

7. In the case of petitions for original establishment or improvements, the Red Lake Watershed District has followed the procedures found in Minnesota Statutes Chapter 103E, or its predecessor, utilizing its own staff and governance structure.

8. The assumption of drainage authority pursuant to Minnesota Statutes, Section 103D.625, subd. 4, has proceeded without objection from counties or landowners based on a failure to utilize county staff or governance structure to perform certain steps in the statutory procedures.

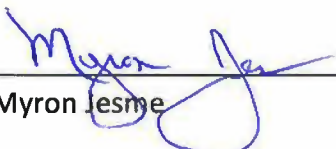
9. Red Lake Watershed District was petitioned in 1969 and established by the Minnesota Water Resources Board, predecessor to the Board of Water and Soil Resources, in 1970.

10. Attached to this Declaration is a true and correct copy of the Affidavit of Publication regarding the Notice of Final Hearing that was published in the proceedings for the improvement of Polk County Ditch 39. This document was inadvertently omitted from the certified record filed on February 26, 2021.

I declare under penalty of perjury, pursuant to Minn. Stat. §358.116, that everything I have stated in this document is true and correct.

Executed this 11th day of April 2022, in the City of Thief River Falls, County of Pennington, State of Minnesota.

Dated: April 11, 2022



Myron Jesme