# **RED LAKE WATERSHED DISTRICT**

December 14, 2023 9:00 a.m.

# Agenda

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	November 20, 2023 Minutes	Action
	Financial Report dated December 13, 2023	Action
	Garden Valley Dividends	Information
	Red Lake River 1W1P – Supplemental Funds Outlet to JD 60	Info/Action
	Red Lake SWCD Funding Request Aaron Myhre, Terrebonne 2	Info/Action
	RLWD Project No. 52 Elm Lake Elm Lake/Farms Pool Sluice Gate Inspection Report Tony Nordby, Houston Engineering	Info/Action
	RLWD Project No. 17 Lost River Impoundment Lost River Pool Outlet Structure Inspection Report Tony Nordby, Houston Engineering	Info/Action
9:30 am	RLWD Project No. 180C Mud River Project Team Meeting Recap Nate Dalager, HDR Engineering/James Graham, USFWS	Information
	RLWD Project No. 46S Chiefs Coulee Nate Dalager, HDR Engineering/Wayne Johnson, City of TRF	Info/Action
	RLWD Project No. 50G Thibert Dam Pay Estimate #1	Action
	RLWD Ring Dikes: 129AY Beich 129AX Fladeland 129BB Cardinal 129BC Payment	Info/Action Info/Action Info/Action Info/Action

	RLWD Permit No. 23216 Violation: Terrebonne 25, Red Lake County	Info/Action
	Permit Violation: Gervais Township, Red Lake County	Information
	RLWD Permit No. 23210: Deer Park 6, Pennington County	Info/Action
	Permits: No. 23206 - 23207, 23209, 23212 - 23215, 23218 - 23224	Action
10:00 a.m.	Houston Avenue Project – Crookston	Info/Action
	MN Dept of Public Safety – RLF Landowner	Info/Action
	Rinke Noon 2024 Legal Services Agreement	Information
	River Watch Jackets	Action
	USACOE Red Lake Water Control – Public Input	Information
	41 <sup>st</sup> Annual Red River Basin Land & Water International Summit Conference: January 15-18, 2024, Fargo, ND	Information
	January 16, 2024 Legislative Open House Marriott Hotel & Conference Center, Moorhead, MN	Information
	2022 Annual Report	Info/Action
	Administrators Update	Information
	Legal Counsel Update	Information
	Managers' updates	Information
	Adjourn	Action

#### **UPCOMING MEETINGS:**

December 19, 2023	RRWMB, Ada, 10:00 am
December 28, 2023	RLWD Board Meeting, 9:00 am
January 11, 2024	RLWD Board Meeting, 9:00 a.m.
January 16, 2024	RRWMB, Ada, 10:00 a.m.
January 25, 2024	RLWD Board Meeting, 9:00 a.m.
January 15-18, 2024	41st Annual Red River Basin Land & Water Int. Summit Conference
-	

#### RED LAKE WATERSHED DISTRICT Board of Manager's Minutes November 20, 2023

Vice-President, Gene Tiedemann, called the meeting to order at 9:00 a.m. at the Red Lake Watershed District Office, Thief River Falls, MN.

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

The Board reviewed the agenda. A motion was made by Page, seconded by Sorenson, and passed by unanimous vote that the Board approve the agenda. Motion carried.

The Board reviewed the November 9, 2023, minutes. Motion by Sorenson, seconded by Page, to approve the November 9, 2023, Board meeting minutes as presented. Motion carried.

The Board reviewed the Financial Report dated November 17, 2023. Motion by Sorenson, seconded by Page, to approve the Financial Report dated November 17, 2023, as presented. Motion carried. A motion was made by Anderson, seconded by Page, and passed by unanimous vote to authorize District staff to obtain interest rates to reinvest the three Certificate of Deposits set to mature on December 15, 2023. Motion carried. Staff member Elaine Rychlock will report back to the Board.

Administrator Audette reviewed the Secure Advantage-Cyber Security quote from Corporate Technologies, explaining what it is, and the importance of Cyber Security. Currently the District is paying \$1,335 for monthly IT services, which includes Tier 1 24-hour Help Desk support, along with 5 hours of Tier 2 support. The Secure Advantage-Cyber Security includes the Tier 1 24-hour Help Desk support, and the Cyber Security, but does not include the Tier 2 support. Audette indicated that the District can pay for that as needed, which could be reviewed at a later date. A motion was made by Sorenson, seconded by Dwight, to approve the purchase of Secure Advantage-Cyber Security Software from Corporate Technologies. Motion carried.

Houston Engineering staff member, Travis Nelson, provided an update on the warranty work at Knutson Dam, RLWD Project No. 50F.

Administrator Audette gave an update on Good Lake, RLWD Project No. 67. Manager Dwight proposed a rate increase for our gate tenders. After much discussion, a motion was made by Dwight, seconded by Sorenson to set a flat rate of \$45 per hour plus mileage for all RLWD gate tenders. Motion carried.

FEMA repairs are complete on the Polk County Ditch 63, RLWD Project No. 134. Staff member Eric Huseth stated that if seeding is required, this will be completed in the spring.

Red Lake Watershed District November 20, 2023 Page **2** of **2** 

The Board reviewed the permit up for approval. Motion by Sorenson, seconded by Page, to approve the following permit with conditions stated on the permit: No. 23217, Grand Plain Township, Marshall County. Motion carried.

Administrators Update:

- Audette participated in a Civic Engagement Workshop in Detroit Lakes hosted by BWSR and MPCA.
- District staff completed the survey along the Moose River. Survey results will be provided to Houston Engineering for review.
- Several District staff members will be attending the Minnesota Watersheds' Annual meeting in Alexandria.
- The Mud River Project Team meeting will be held at 1:30 pm this afternoon at the District office.
- District staff will be working on closing out the final numbers for the Beich and Fladeland ring dikes.
- District staff will be working on a Change Order and Pay Estimate for the Thibert Dam Project.

Legal Counsel Sparby stated that the Attorney for Minnesota Watersheds and RRWMB will be completing an Amicus Brief to be submitted to the Supreme Court as part of the appeal for the Improvement to Polk County Ditch 39, RLWD Project No. 179.

Manager Brian Dwight discussed USACOE meetings being held in Washkish and Thief River Falls.

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

LeRoy Ose, Secretary

#### **RED LAKE WATERSHED DISTRICT** Financial Report for December 13, 2023

Ck#	Check Issued to: EFTA	Description	¢	Amount
online online	MN Department of Revenue	Withholding Taxes (12-6-23 payroll) Withholding Taxes (12-6-23 payroll)	\$ \$	4,264.53 736.21
online	Public Employers Retirement Assn.	PERA (12-6-23 payroll)	Ψ \$	2,650.92
41020-41022	Void	Printer Error	Ψ	2,000.02
41023	Gary Anderson	Mileage	\$	52.40
41024	James Sparby	Mileage	\$ \$ \$ \$ \$ \$ \$	52.40
41025	Lonnie Peck	Beaver - Proj. # 81 & 60D	\$	500.00
41026	Lyle Anderson	Mileage	\$	52.40
41027	MARCO	Office Phones	\$	378.32
41028	NCPERS	Life Ins. Monthly Bill		128.00
41029 41030	Beltrami Co. Auditor-Treas. Corp. Tech LLC	2023 GIS Aerial Imagery proj Board approved 11-10-22	¢	10,000.00 5,724.79
41030	Dyrdahl Construction	Office Equipment upgrade Construction on proj. #113	¢ ¢	6,440.00
41032	Farmers Union Oil of TRF	Gas for vehicles	* * * * * * * * * * * * * * * * * * * *	905.56
*41033	HDR	see below	\$	10,828.62
41034	Hugo's	Meeting Supplies	\$	211.02
41035	Jeremy Rychlock	Gate keeper - Proj. # 13	\$	1,650.00
41036	Kristie Huseth	Cleaning	\$	525.00
41037	Les's Sanitation	Garbage remeval	\$	35.74
41038	MARCO	Canon copier contract	\$	159.21
41039	Oil Boyz Express Lube	Oil change on veh. #935 & Brake Pads on # 934	\$	149.50
41040 41041	Pitney Bowes Global Red Lake County SWCD	Postage reload on postage machine M. Vettleson-Section 7- Clearwater River WBIF T&E	¢	300.00 5,081.00
41041	Corporate Technologies	Managed IT Services	φ S	742.00
*41043	Houston Engineering	see details below	\$	28,097.25
41044	Olson Construction	Project #81 Parnell Impoundment - Gravel	\$	1,224.00
*41045	Pennington SWCD	see details below	\$	3,688.36
41046	Rinke-Noonan	Legal Expenses - Polk Co ditch #39	\$	7,885.00
41047	Win-E-Mac School	Substitute Teacher reimbursement	\$	551.38
online	Cardmember Services - Elan	Office Supplies & MAWD Alexandia	\$	524.36
online	Northwest Service Coop -	Health Insurance Premium	\$	9,501.41
online	AFLAC	Staff Insurance	\$	326.24
online	Delta Dental City of Thiof River Follo	Staff Insurance	ֆ \$	597.05
online	City of Thief River Falls Staff Payroll	Utilities Staff Payroll 11-23 & 12-6-23	φ	486.08 14,599.08
	Total Checks	Stall Fayloli 11-23 & 12-0-23	\$	
	Total Checks		φ	119,047.83
*41033	HDR			
	Inv.#1200571552	Proj. #26B	\$	340.00
	Inv.#1200571769	Proj. #180C	\$	1,575.00
	Inv.#1200571769	Proj. #180C,01,114	\$	8,913.62
		-,,-,	·	-,
*41043	*Houston			
	Inv.#68500	Proj. #129A, 129AY, 129BC, 129BB	\$	16,494.25
	Inv.#68497	Proj. #149 A Stock & Barth/Dreis & Stock	\$	7,468.25
	Inv.#68501	Proj. #52		1392.25
	Inv.#68502	Proj. #17	\$	1,550.50
	Inv.#68498	Proj.# 149A	\$	282.00
	Inv.#68499	Proj. #149B	\$	910.00
*41045	*Pennington SWCD			
	Inv.# 2023-247	2023 Clearwater 1W1P Admin and T&E	\$	766.00
	Inv.# 2023-248	2022 TR 1W1P Admin & Pro. Dev.	\$	615.94
	Inv.# 2023-249	2022 RLR 1W1P	\$	2,306.42
Banking	Northern State Bank			
24	Balance as of November 30, 2023		\$	171,624.40
	Total Checks Written		\$	(119,047.83)
	Rct 25156 Beltrami County		\$	71,388.65
	Rct 25157 Polk County		\$	637,402.00
	Rct 25158 Clearwater County		\$ \$ \$ \$ \$ \$ \$ \$ \$	181,531.75
	Rct 25159 Red Lake County		\$ \$	83,724.35
	Rct 25160 Marshall County Rct 25161 Mahnomen County		Ф Ф	51,186.80 2,488.04
	Rct 25162 Roseau County		\$	2,400.04 81.14
	Rct 25163 League of MN Cities Ins.		\$	99.00
	Rct 25164 Koochiching County County		\$	5,265.29
	Rct 25165 Itasca County		\$	376.95
	Rct 25166 Pennington County		\$	215,150.35
	Balance as of December 13, 2023		\$	1,301,270.89
		Current interest rate is .20%		

American Federal Bank-Fosston Balance as of November 30, 2023 Balance as of December 13, 2023	Current interest rate is 2.8%	\$ \$	5,478,826.35 5,478,826.35
	Investments		
Edward Jones Balance	12 month CD 4.8% Expiry 12-15-23	\$	238,000.00
Edward Jones Balance	12 month CD 4.8% Expiry 12-15-23	\$	238,000.00
Edward Jones Balance	12 month CD 4.8% Expiry 12-15-23	\$	24,000.00
Edward Jones Balance	12 month CD 5.02% Expiry 5-07-24	\$	237,000.00
Edward Jones Balance	12 month CD 5.02% Expiry 5-07-24	\$	237,000.00
Edward Jones Balance	12 month CD 5.02% Expiry 5-07-24	\$	26,000.00
Edward Jones Balance	6 month CD 5.25% Expiry 2-5-24	\$	243,000.00
Edward Jones Balance	6 month CD 5.25% Expiry 2-5-24	\$	243,000.00
Edward Jones Balance	6 month CD 5.15% Expiry 2-9-24	\$	14,000.00
Edward Jones Balance	12 month CD 5.45% Expiry 9-19-24	\$	241,000.00
Edward Jones Balance	12 month CD 5.5% Expiry 9-29-24	\$	237,000.00
Edward Jones Balance	12 month CD 5.5% Expiry 9-29-24	\$	33,000.00
	Total Cash	\$	8,291,097.24

# Cash that has been received and earmarked for projects:

2022 Grant Thief River 1W1P Proj. #149A	\$ 264,946.00
2023 Grant Clearwater 1W1P Proj. #149B	\$ 487,363.00
2024 Grant Red Lake River 1W1P Proj. #149	\$ 850,219.50
Mid Point Grant Proj. #149	\$ 25,000.00
Chief Coulee Proj. #46S	\$ 214,375.00
	\$ 1,841,903.50
Payables committed to by board action:	
TRF Reservoir Water Intake Proj. #63	\$ 38,400.00
Chief Coulee Proj. #46S	\$ 108,935.00
County Ditch 99 - Proj. #149	\$ 280,000.00
	\$ 427,335.00
Total accessable cash (Est)	\$ 6,021,858.74

#### **Melissa Bushy**

From: Sent: To: Subject: Garden Valley Technologies <marketing@gvtel.com> Monday, December 4, 2023 10:04 AM Melissa Bushy Congratulations on Your Discounted Capital Credit Payout!



Garden Valley Technologies (GVT) is excited to inform you that your account with **Member Number(s): 40468, 53430, 64300, 102682** will be receiving a discounted capital credit payout.

Here are some important details regarding the payout process:

**Payout Approval:** The Board of Directors approved the list of discounted payouts at their November 28, 2023 meeting.

**Delivery:** You can expect to receive your discounted payout check in the mail this month prior to Christmas.

**Next Steps:** Once you receive your discounted payout, your capital credit balance, for the years 2002-2022, will effectively be at \$0. However, if you have active service you will accrue new capital credits for 2023 and moving forward.

We appreciate your participation in this program and we were overwhelmed by the response from our members. Nearly 6,000 members applied for the discounted capital credit payout program, with over 1,200 members receiving the payout. **Due to the high demand, we hit the \$3,000,000 cap on the first day, Monday, October 9, 2023, at approximately 9:15 am**. If you have any questions or concerns, please feel free reach out.

Congratulations once again, and thank you for being a valued member of GVT.

Best regards,

Your team at GVT

Red Lake County SWCD 2602 Wheat Drive – Suite 103 Red Lake Falls, MN 56750

November 29, 2023

Tammy Audette, Administrator Red Lake Watershed District 1000 Pennington Avenue Thief River Falls, MN 56701

Red Lake County SWCD would like to request \$4,000.00, from the Red Lake Watershed District, for the construction of a Water & Sediment Control Basin in Red Lake County.

The project that needs local assistance is in Terrebonne Township Section 2. North POD Engineer has completed the survey and design work for this project. Red Lake County SWCD approved a bid from Ryan's Backhoe Service in the amount of \$21,833.00.

The Red Lake County SWCD would like to request \$4,000.00 from the Red Lake Watershed District to assist with the local match requirement for this project. The total project bid was \$21,833.00. Red Lake County SWCD will be using BWSR Clean Water funding to fund 75% of this project. The local match requirement is \$5,458.25. The landowner will be in charge of paying \$1,458.25; if the Red Lake Watershed District approves the \$4,000.00 request.

If you have any questions, please give me a call at (218)253-2593.

Thank you,

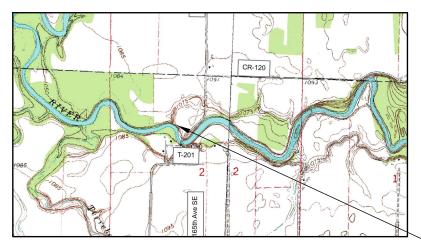
Janze Waldo

Tanya Waldo, District Manager Red Lake County SWCD

County	Red Lake	Section	2	Tow	nship	150	Range _	43
	Item			A REAL PROPERTY AND	antity	Unit Prie	ce	Amount
Mobilization				1	L.S.			
Salvaging and Sp	Constitution of the local division of the lo			81	CU. YD.			
Compacted Earth	the second se		2	200	CU. YD.			
	nd Compacting Un			2	EA.			
NAME OF TAXABLE PARTY AND ADDRESS OF TAXABLE PARTY.		rated with Appurtenance		370	LN. FT.			
	the second se	Perforated with Appurter		100	LN. FT.			
the second se	the second s	Perforated with Appurter		70	LN. FT.			
the second se	ted Metal Pipe with	n Rodent Guard		20	LN. FT.			
12" Dia Offset In				1	EA.			
18" Dia Direct In				1	EA.			
18" HD Bar Guar				1	EA.			
18" Anti Vortex I	and the second			1	EA.			
Seeding & Mulch				1	L.S.			
Rock Riprap, MN	the second se			4	CU. YD.			•
Geotextile NRCS	Class I			9	SQ. YD.			
								11
								833

All sales tax paid by the contractor in securing product for this bid shall be included as part of the total bid price.

Kya sh Date: Rypris Backhoe Service. LLc 10-23-23 Bidder's Signature Date: Bidder's Contact Information:



## Detail Plans for Aaron Myhre WASCB (638) & Pond (378) Red Lake County, Minnesota Total Drainage Area: 28.3 Acres

43

W.

ż

50

VICINITY MAP

The landowner is responsible for locating and staking all existing tile lines prior to commencing any construction. The SWCD assumes no responsibility for damage to existing tile lines.

Minnesota specifications for conservation practices apply for all materials and construction work. These specifications are part of this plan.

The Owner shall notify the Engineer and SWCD at least two (2) working days prior to the start of construction.

NOTE: Changes in the drawings or specifications must be authorized by the owner and the NRCS, Engineer, or SWCD representative with the proper approval authority.

The owner is responsible for obtaining land rights and local, state, and federal permits or other permission necessary to perform and maintain the practice.

Before start of construction, the owner(s) of any utilities involved must be notified. State law requires the excavator is responsible for giving notice by calling "Gopher State One–Call" at (651) 454–0002 (twin cities metro area) or (800) 252–1166 (all other locations) at least 48 hours prior to any excavation.

GSOC Number \_\_\_\_\_

#### CONSTRUCTION CERTIFICATION

This installation meets NRCS standards

and specifications. \_\_\_\_ Yes \_\_\_\_ No

Inspected by: \_\_\_\_\_.

Certified by: \_\_\_\_\_\_

Date: \_\_\_\_\_\_



Notes: 18" Dia. Direct Intake Assembly includes concrete, rebar, and fittings necessary to make connections.



Scale in Feet

NOTE: HORIZONTAL/VERTICAL ACCURACY UNKNOWN HORIZONTAL DATUM: UTM ZONE 15 NORTH. NAD 1983 VERTICAL DATUM: NAVD 88, GEOID 18 US SURVEY FEET Revision I hereby certify that this p Date Red Lake SWCD |By COVER SHEET or under my direct supervis Date WASCB (638) & Pond (378) Engineer under the laws of 9/26/202 Designed Logan Handyside Drawn <u>LAH</u> 9/26/202 Signature: Junt herte Checked LAH 10/6/202 Logan Handvsid Aaron Myhre

600

Project Location

I have reviewed and understand the plans and Project Location specifications and agree to complete the work accordingly. Failure to meet these plans and specifications may jeopardize any cost share applied for. I understand that it is my responsibility to secure all necessary permits and licenses, and to complete the work in accordance with all local, state, and federal laws. Modifications of these plans or specifications must be approved by the Engineer before installation. I assume responsibility for negotiations and agreements with the contractors.

	INDEX OF DRAWINGS					
	She Num				Title	
l	1		Cover :	Sheet, Qua	antities, and Specifications	
l	2		Constru	uction Plan	7	!
	3		Basin ;	#1 Profiles	s and Details	
	4		Basin ;	#2 Profiles	s and Details	
	5		Basin ;	#2 Details		
			STAT	FEMENT	OF ESTIMATED QUANTITIES	
AS-	BUILT	QUA	ANTITY	UNIT	ITEM	SPEC.
			1	L.S.	Mobilization	CS-001
			81	CU.YD.	Salvaging and Spreading Topsoil	CS-026
		2	200	CU.YD.	Compacted Earthfill (CV)	CS-023
			2	EA.	Trench Sloping and Compacting Under Embankments	CS-023
		1.	370	LN.FT.	6" Dia. Corrugated PE Tubing, Perforated with Appurtenances	CS-044
		1	100	LN.FT.	15" Dia. Dual Wall Watertight PE Tubing, Non–Perforated with Appurtenances	CS-044
			70	LN.FT.	12" Dia. Dual Wall Watertight PE Tubing, Non Perforated with Appurtenances	CS-051
			20	LN.FT.	18" Dia. Corrugated Metal Pipe with Rodent Guard	CS-051
			1	EA.	12" Dia. Offset Intake Assembly	CS-044
			1	EA.	18" Dia. Direct Intake Assembly	CS-044
			1	EA.	18" HD Bar Guard	
			1	EA.	18" Anti-Vortex Plate	
			1	<i>L.S</i> .	Seeding and Mulching	CS-006
			4	CU.YD.	Rock Riprap, MNDOT Class II	CS-061
			9	SQ.YD.	Geotextile NRCS Class /	CS-095

COOPERATORS SIGNATURE

DATE

ision and that	I am a duly Lice	s prepared by me ensed Professional	File N My	ame hre2.dwg
f the state of	Minnesota.		Eng	Job Class '
Date:	10/6/2023	<u>License #55889</u>	Shoot	/ 1 of 5

#### BENCH MARK DESCRIPTIONS

*TBM #1 ELEV = 1064.7 TOP OF SEPTIC POST – NORTH SIDE OF HOUSE NORTHING: 17400334.85 EASTING: 872045.285* 

NOTE: HORIZONTAL/VERTICAL ACCURACY UNKNOWN HORIZONTAL DATUM: UTM ZONE 15 NORTH, NAD 1983 VERTICAL DATUM: NAVD 88, GEOID 18 US SURVEY FEET

#### <u>Note:</u>

- *1. Add 10% to Fill Heights to allow for Settlement*
- 2. Topsoil shall be stripped a minimum of 6" at all grading areas, this includes under embankments, waterways, and rock riprap placement.
- 3. Tile trench under the embankments shall be excavated and sloped to 1.5:1 side slopes or flatter if tile has been installed with a tile plow. Trench will be re-compacted to it's approximate original density.
- 4. Seed and mulch all disturbed areas in landowners yard and on Clearwater River bank.
- 5. Corrugated dual wall pipe riser requires debris free backfill material a minimum of 2 feet in width around the riser. Corrugated dual wall riser outlet stub connection requires a watertight connection such as a bell to bell with gaskets.
- 6. Tile shall be offset 10' from the centerline of the ditch or as staked by the Engineer.

0

Scale in Feet

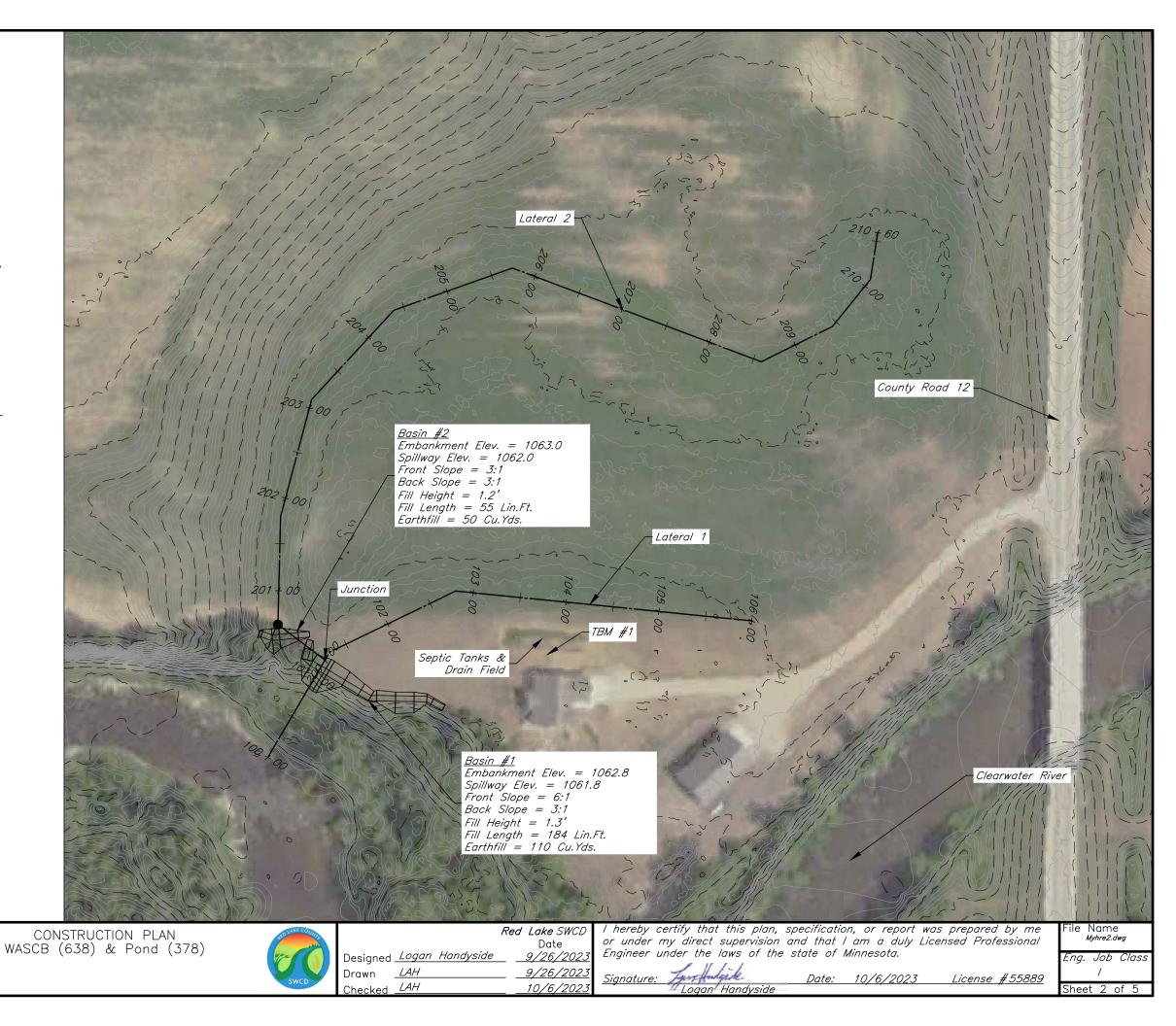
Date

7. Verify Septic Tanks and Drain Field with Landowner.

100

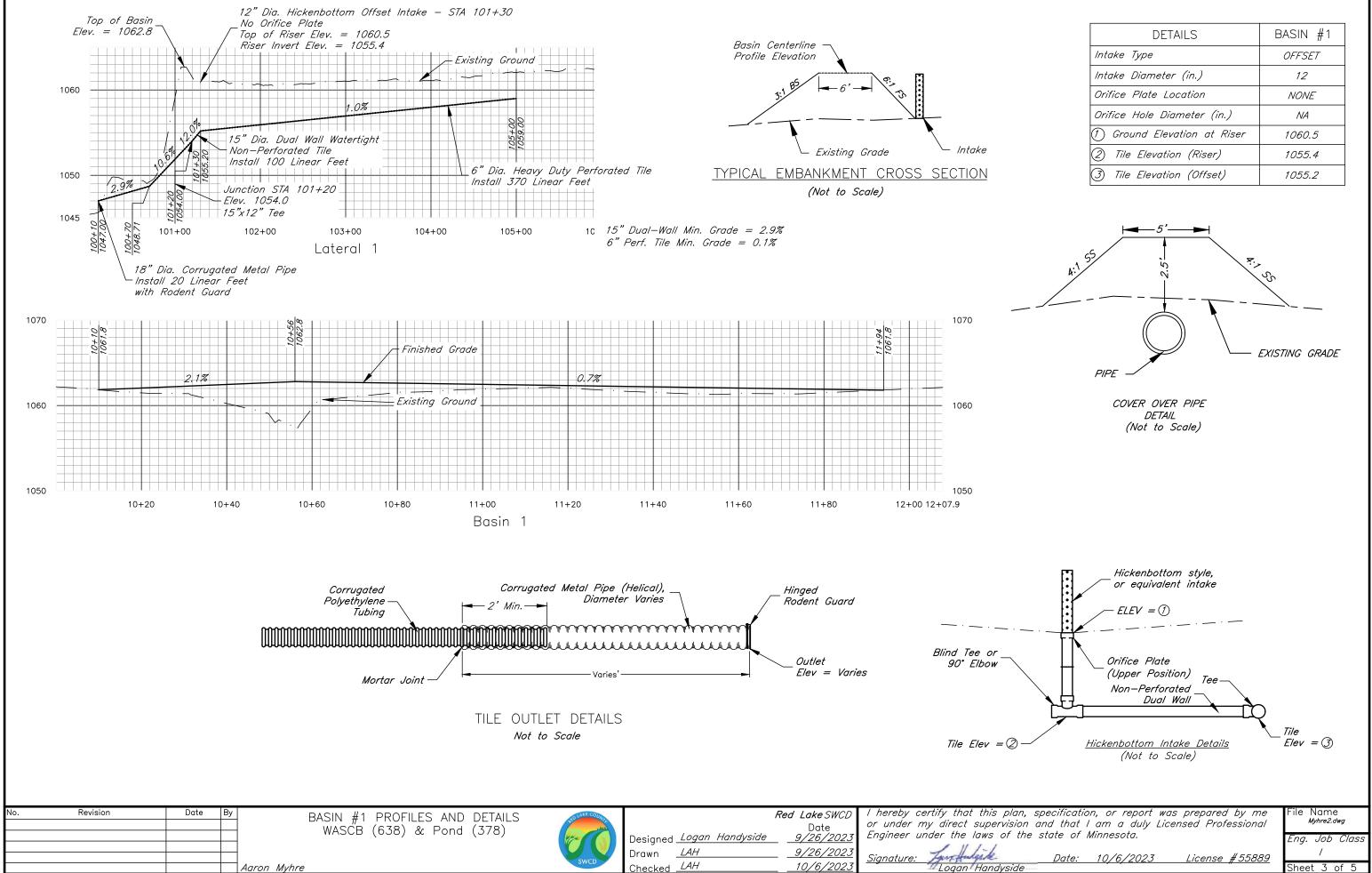
Revision

8. Common Embankment shall be negotiated between contractor and landowner.



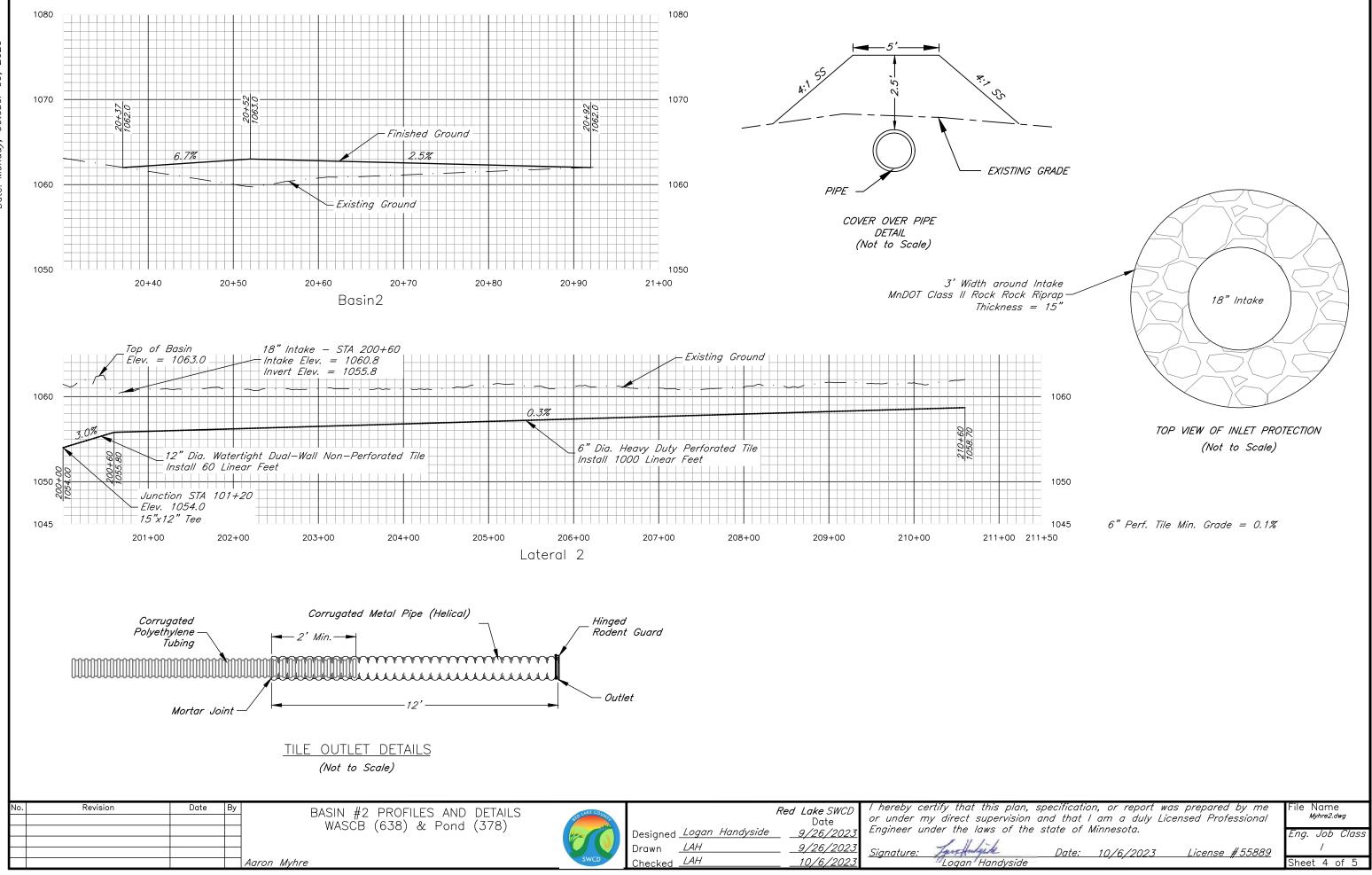
Date: Monday, October 09, 2023

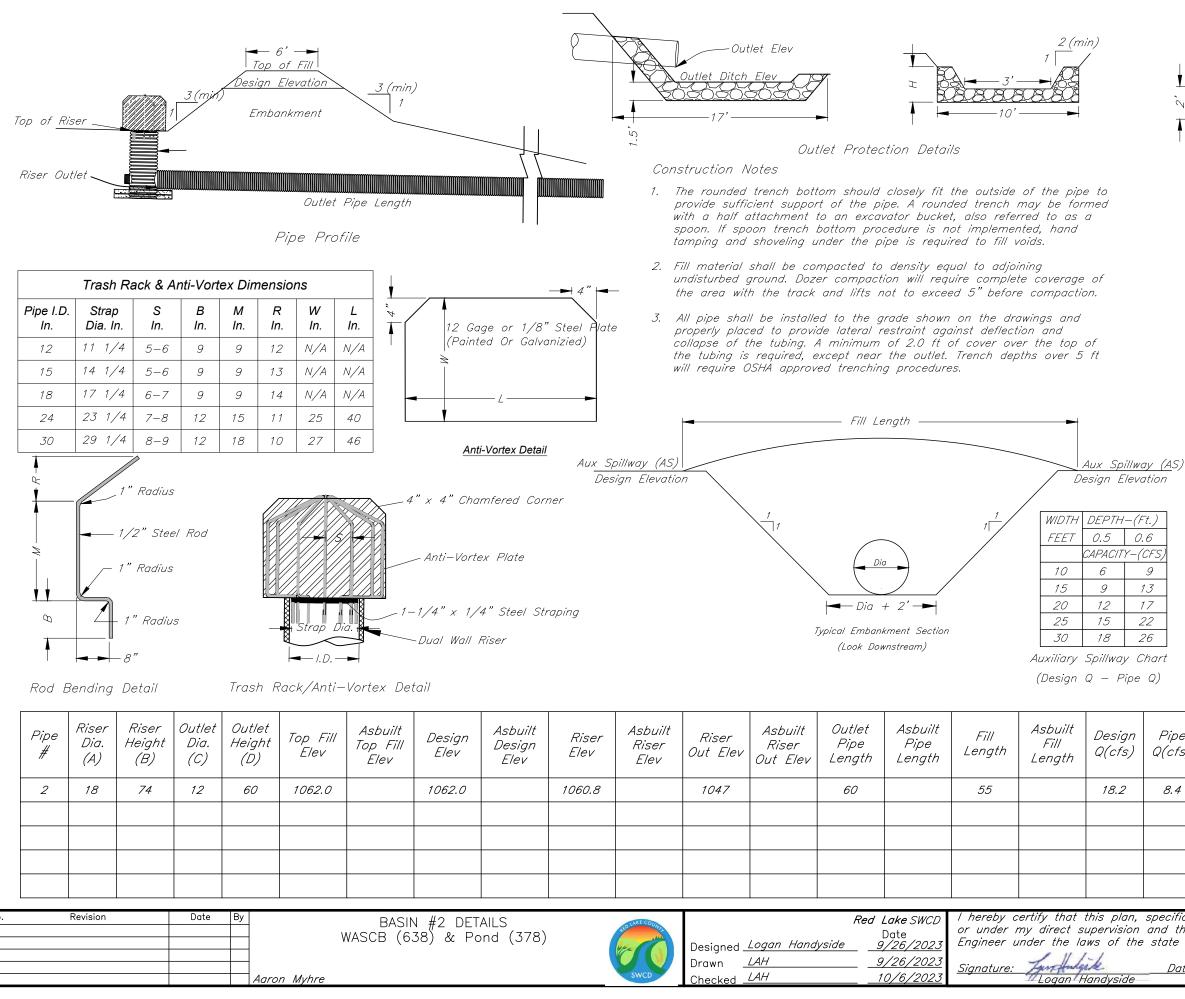
100

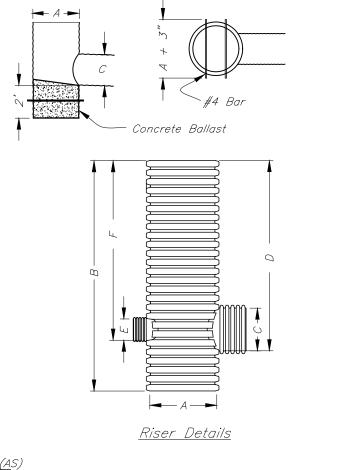


DETAILS	BASIN #1
Intake Type	OFFSET
Intake Diameter (in.)	12
Orifice Plate Location	NONE
Orifice Hole Diameter (in.)	NA
1) Ground Elevation at Riser	1060.5
2 Tile Elevation (Riser)	1055.4
(3) Tile Elevation (Offset)	1055.2

Date: Monday, October 09, 2023







Design Elevation

Ή	–(Ft.)
	0.6
7Τ	Y–(CFS)
	9
	13
	17
	22
	26
	v Chart

MNDOT II MNDOT III PipeQ<25 cfs PipeQ<38 cfs T - 15''T - 24" H – 3' H - 2.5'100% - 12" 100% - 18" 75% – 9" 75% - 12" 50% - 6" 50% - 9" 10% - 2" 10% - 3"

sign cfs)	Pipe Q(cfs)	AS Depth	AS Width	Outlet Ditch Elev	Outlet Rock Class			
8.2	8.4				//			
plan, specification, or report was prepared by me vision and that I am a duly Licensed Professional Myhre2.dwg of the state of Minnesota.								
• /	Date:	10/6/2	023	License #5	<u>5889</u>	/		

Sheet 5 of 5



Thief River Falls, MN | HEI No. 003655\_0110 December 12, 2023



# ELM LAKE/FARMES POOL SLUICE GATE

**Inspection Report** 

# **INSPECTION REPORT**

December 12, 2023 Elm Lake/Farmes Pool Outlet Structure Sluice Gate



Houston Engineering, Inc. 125 3rd Street E Thief River Falls, MN 56701 Phone # 218.681.2951 I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a Registered Professional Engineer under the laws of the State of Minnesota.

0 a. Northy

Tony Nordby License No. 51392

12/13/2023

Date

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Figure 1 - Project Location



#### Figure 2 - Project Location



## **1 INTRODUCTION**

#### **1.1 GENERAL**

The Red Lake Watershed District board of managers approved Houston Engineering Inc. (HEI) to perform an inspection of the outlet structure sluice gate at the Elm Lake/Farmes Pool site to analyze its physical condition and provide recommendations for repairs or replacement. The Elm Lake/Farmes Pool Structure is located approximately 13 miles northeast of Thief River Falls, Minnesota as shown in **Figure 2**.

### **1.2 STRUCTURE DESCRIPTION**

The Elm Lake/Farmes Pool Outlet Structure Sluice Gate controls the water levels within the site below the principle spillway stop log bays. This 3' x 3' sluice gate is used for early spring drawdowns when four inches or more of water is predicted in the upstream sub-watershed snowpack and for full drawdown site maintenance/habitat purposes. The original project was constructed in 1988 which included levee construction, ditching, a concrete outlet structure with stop log bays and an external low flow sluice gate. The Elm Lake/Farmes Pool site was designed for downstream flood control, upstream drainage improvement, and marsh habitat enhancement.

The structure consists of a concrete drop inlet box structure with one 72-inch reinforced concrete outlet pipe going through the roadway section of the dike. The concrete drop inlet box structure is approximately 64.0 feet long, 12.0 feet wide, and 16.0 feet tall. The sluice gate controlling flows below the stop log bays is located on the east exterior wall of the concrete drop box and is in the closed position under normal operating conditions of the site.

## **1.3 SCOPE OF INSPECTION**

This inspection was intended to be an arm's-length visual and physical inspection of the sluice gate.

### **1.4 INSPECTION PERSONNEL**

The inspection was performed by Houston Engineering, Inc. (HEI), with the RLWD participating in the inspection. Inspection personnel consisted of the following:

HEI Tony Nordby, PE Tyler Olson, Engineer Specialist RLWD Nate Koland

### **1.5 DATE OF INSPECTION**

The HEI team inspected the Elm Lake/Farmes Pool Outlet Structure Monday, September 25th, 2023. Personnel from the RLWD were on site for the inspection.

3

Day of the inspection temperature was 65 degrees Fahrenheit during the time of inspection. The skies were clear, and there was no precipitation during inspection. Water in the pool was drained down to fully inspect the sluice gate structure itself.

### 2 INSPECTION FINDINGS

#### 2.1 SLUICE GATE

The sluice gate is operating at a low function currently and with the visual deterioration it is likely that failure could occur before long. Both guides that the gate slides through are deteriorating and have severe section loss (see **Figure 16**). The south guide is bent and out of alignment (see **Figure 7**). While lowering the gate, the gate would bind and lurch down possibly due to the guide misalignment. At the top of the South guide the gate edge comes out of the sluice gate groove. The two outside bolts on the spindle headstock are spalled out of the structure top concrete slab, leaving the operating platform loose (see **Figure 3 and 4**). Additionally, the outside half of the lower spindle stem bracket is broken off and the anchor bolts are spalled out of the concrete wall (see **Figure 5**).

#### **3 CONCLUSIONS AND RECOMMENDATIONS**

#### 3.1 SLUICE GATE

With the above stated inspection findings, it is recommended that the existing sluice gate be removed from the exterior face of the structure and replaced with a new 3' x 3' sluice gate on the interior face of the structure. Original structure plans of the existing top slab were reviewed for a potential access hatch opening for an internal new sluice gate installation. It is recommended that no access hatch be cut in the existing top slab due to the slabs existing reinforcement layout. It is recommended that the stop log bay openings be used for access and new sluice gate installation.

The proposed riser stem is to have a minimum size of 1 square foot contact with the concrete topping slab, if the riser stem base is smaller than 1 square foot, place an additional  $1'x1'x1'_2$ " stainless steel plate below the riser stem and secure it to the topping slab with  $4 - \frac{3}{4}$ " stainless steel bolts. Place one bolt in each corner with the center located 1.5" from the adjacent edges. Core drill through structure top slab, size of hole to be determined by manufacturers recommendation for operator stem to be installed and operated. Two stem brackets are recommended for stem support on the internal east wall. All exterior holes and spalls from existing sluice gate removal shall be filled with an epoxy concrete compound approved by the Engineer.

#### 3.2 REPAIR COSTS

Estimated cost for repair is \$51,250. For the cost break down refer to Section 4 – Appendices.

# 4 APPENDICES

## A. REPLACEMENT COSTS

	Sluice (	Gate Replacemen	t Costs	
Item Description	Unit Cost	Unit	Quantity	Total
Removal of Gate	\$5,000	LSUM	1	\$5,000
Replacement of Gate	\$30,000	LSUM	1	\$30,000
Dewatering	\$6,000	LSUM	1	\$6,000
Sub-Total				\$36,000
Contingencies (25%)				\$9,000
Total				\$51,250

## **B. INSPECTION PHOTOS**

Figure 3 – Stem/Headstock 1

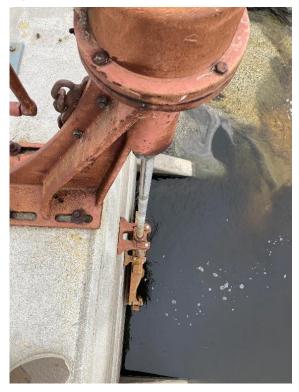


Figure 5 – Stem/Brackets



Figure 4 – Stem/Headstock 2



Figure 6 – Stem/Headstock 3



Figure 7 – South Guide Overhead



Figure 9 – South Guide Side



Figure 8 – North Guide Overhead



Figure 10 – Sluice Gate Front





Figure 111 – North Guide Bottom



Figure 13 – Sluice Gate Front and Stem

Figure 122 – South Gate Guide Bottom

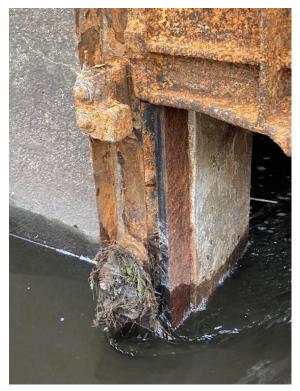


Figure 14 – North Guide Side





Figure 15 – Sluice Gate Inside Structure



Figure 17 – Outlet Structure South Bays

Figure 16 – North Guide Front





Red Lake WD Impoundment Inspection Form			
Name of Impoundment and Project Number: Elm Lake - Proj. 52 Date: 10/30/2023			
Location of Impoundment (County): Marshall Weather: 54000			
Inspected by (Print Name): Enck Huseff (RLWD)			
If an inspection item requires further action on your part, place a check mark to the left of the number of the item.			
A. <u>Crest</u> (Top of Dike)			
1. How would you describe the vegetation on the crest? (Check all that apply)         Recently Mowed X       Overgrown         Good Cover X       Sparse			
Other/Corrective Action (describe): 5000 Covered			
2. Are there any trees or other inappropriate or excessive vegetation on the crest? Yes No If yes, describe (type of vegetation, size, location, etc.)/Corrective Action:			
3. Is there a paved road or driveway on the crest?       Yes No         If yes, describe the condition (for example, good condition, numerous cracks, newly paved)/Corrective Action:			
4. Are there any depressions, ruts, or holes on the crest? Yes No			
5. Are there any cracks on the crest?       Yes       No         If yes, describe (length and width, location, direction of cracking, etc.)/Corrective Action:			
6. Other observations on the crest/Corrective Action:			
B. Interior Slope WINter target 1. What is the impoundment level today? At Normal Pool Above Normal Pool Feet Below Normal Pool Feet			
2. How would you describe the vegetation on the interior slope? (Check all that apply)     Recently Mowed Overgrown Good Cover Sparse     Other/Corrective Action (describe): Overgrown Overgrown Overgrown Overgrown Overgrown Sparse			
3. Are there any trees or other inappropriate or excessive vegetation on the slope?       Yes       No         If yes, describe (type of vegetation, size, location, etc.)/Corrective Action:			
4. Are there any depressions, bulges, ruts, or holes (such as animal burrows) on the slope? Yes			
5. Are there any eroded areas on the slope (such as wave erosion along the shoreline)?       Yes       No         If yes, describe (size of area, location, severity, etc.)/Corrective Action:			
6. Are there any cracks, sloughs, or slides (vertical cliffs) on the slope? Yes No			

	Interior Slope (continued)						
	7.	Is there any type of slope protection along the shoreline (such as riprap)? Yes No					
		If yes, describe what type and its condition (for example, riprap - adequate, inadequate, sparse)/Corrective Action:					
	8.	Other observations on the upstream slope/Corrective Action:					
C.	Ex	terior Slope					
		How would you describe the vegetation on the exterior slope? (Check all that apply)					
		Recently Mowed     Overgrown     Good Cover     Sparse       Other/Corrective Action (describe):     Sparse					
	2.	Are there any trees or other inappropriate or excessive vegetation on the slope? Yes No X					
		If yes, describe (type of vegetation, size, location, etc.)/Corrective Action:					
		·					
	3.	Are there any depressions, bulges, ruts, or holes (such as animal burrows) on the slope? Yes No If yes, describe (size, location, etc.)/Corrective Action:					
	4	Are there any eroded areas on the slope (such as along abutment contacts)? Yes No X					
	ч.	If yes, describe (size of area, location, severity, etc.)/Corrective Action:					
	5.	Are there any cracks, sloughs, or slides (vertical cliffs) on the slope? Yes No					
		If yes, describe (length, width, height, location, etc.)/Corrective Action:					
	6.	Are there any wet areas or areas of hydrophilic (lush, water-loving) vegetation? Yes No					
		If yes, describe (size of area, location, etc.)/Corrective Action:					
	7.	Do any wet areas indicate seepage through the impoundment (such as rust-colored, stained water)? Yes N/A If yes, describe (for example, new area of seepage, no change from past observations, size of area, location) /Corrective Action:					
	8	Are there any leaks (flowing water) from the slope or beyond the toe of the impoundment? Yes No					
	0.	If yes, describe (location, rate of flow, turbidity of flow)/Corrective Action:					
	9.	Other observations on the downstream slope/Corrective Action:					
D.	<u>Plu</u>	nge Pool					
	1.	Is there any type of erosion protection around the plunge pool (such as riprap)? Yes X No					
		If yes, describe what type and its condition (for example, riprap - adequate, inadequate, obstructed by vegetation)					
		/Corrective Action:					
	2.	Is there any erosion and or seeps around or going into the plunge pool? Yes No					
		If yes, describe (size of area, location, severity, etc.) /Corrective Action:					

Impoundment Inspection Form (continued)			
Name of Impoundment: Elm Lake - Proj-52 Date: 10/30/2023			
E. <u>Principal and Emergency Spillways</u> Outlet Gtructures were not inspected as part □ 1. What types of outlet does the impoundment have (such as corrugated metal, concrete, or siphon pipe; concrete or earth channel)? Principal outlet			
2. Has the emergency spillway activated (had flow) since the last inspection?       Yes       No         If yes describe (date(s) of flow, reason for activation, depth of flow) /Corrective Action:			
3. For pipe outlets, is the intake obstructed in any way (such as with excessive debris)?     No     If yes, describe (type of debris, reason for obstruction, etc.) /Corrective Action:			
4. For pipe outlets, what is the condition of any trash racks (for example, adequate, inadequate, damaged)? /Corrective Action:			
5. For pipe outlets, are there any visible cracks, separations, or holes in the pipe(s)? Yes No If yes, describe (location, width of crack or separation, etc.)/Corrective Action:			
6. For pipe outlets, are there any apparent leaks in the pipe(s)? Yes No If yes, describe (location, rate of flow from leak, etc.)/Corrective Action:			
<ul> <li>7. For pipe outlets, how would you describe the overall condition of the pipe(s)? (Check all that apply)         <ul> <li>Functioning Normally Not Functional Deteriorated Damaged Adequate Inadequate</li> <li>8. For concrete or earth channel spillways, is the entrance or channel obstructed in any way? Yes No</li> <li>If yes, describe (type of obstruction, location, etc.)/Corrective Action:</li> </ul> </li> </ul>			
9. For earth channel spillways, how would you describe the vegetation in the spillway? (Check all that apply)         Recently Mowed       Overgrown       Good Cover       Sparse         Other (describe)/Corrective Action:			
□ 10. For earth channel spillways, are there any trees or other inappropriate vegetation in the spillway? Yes No			
I11. For earth channel spillways, are there any eroded areas in the spillway? Yes No If yes, describe (size of area, location, severity, etc.)/Corrective Action:			
□ 12. For concrete channel spillways, are there any cracks or holes in the spillway? Ves No			

13.	For concrete channel spillways, are there any leaks or evidence of undermining (flow under the concrete)? Yes	_No
	If yes, describe (location, rate of flow from leak, indicators of undermining, etc.)/Corrective Action:	
	N/A	

14. For earth or concrete channel spillways, how would you describe the overall condition of the spillway? (Check all that apply) Functioning Normally Not Functional Deteriorated Damaged Adequate Inadequate ☐ 15. Other observations on the spillways/Corrective Action:

#### F. Photographs

At a minimum, photographs should be taken of the crest, upstream slope, downstream slope, and any other notable features. List of photographs (be sure to date stamp the photos):

Red Lake WD inspector signature

Other governmental entity inspector signature (When Applicable)

) (30/202 ate 10/30/2023 0 -3

Date



Thief River Falls, MN | HEI No. 003655\_0111 December 12, 2023



# LOST RIVER POOL OUTLET STRUCTURE

**Inspection Report** 

# **INSPECTION REPORT**

December 12, 2023 Lost River Pool Outlet Structure



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a Registered Professional Engineer under the laws of the State of Minnesota.

Houston Engineering, Inc. 125 3rd Street E Thief River Falls, MN 56701 Phone # 218.681.2951

Luke Beckermann License No. 53505

#### 12/13/2023

Date

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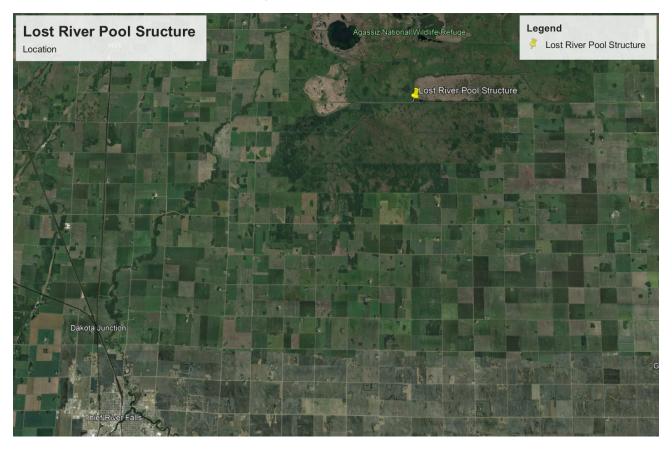
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Figure 1 – Project Location

#### Figure 2 – Project Location



## **1 INTRODUCTION**

### **1.1 GENERAL**

The Red Lake Watershed District board of managers approved Houston Engineering Inc. (HEI) to perform an inspection of the Lost River Pool Outlet Structure to analyze its physical condition and provide recommendations for repairs or replacement. The Lost River Pool Outlet Structure is located approximately 12 miles northeast of Thief River Falls, Minnesota as shown in **Figure 2**. The level of inspection was an arms-length visual and physical inspection of the entire structure including the concrete riser, gates, outlet pipe, and catwalk.

### **1.2 STRUCTURE DESCRIPTION**

The Lost River Pool Outlet Structure controls the water levels within the Lost River Pool. The structure was designed in 1973 as a cast in place concrete riser structure to provide flood control benefits and wildlife habitat enhancement. The internal concrete outlet structure dimensions are 13.0 feet long by 5.0 feet wide. The concrete outlet structure east and west sidewalls are approximately 6.5 feet tall from the internal floor to the stop log bay sills. Both the east and west sidewalls then have stop log bays where stoplogs can be inserted for an additional 3 feet of storage within the site. The north and south walls are full concrete, 12.5 feet high from the internal floor to the top where the catwalk is supported. The structure also has 2.5 feet by 2.5 feet sluice gate near the bottom of the structure along the north wall to allow water management when water levels are below the stoplog bay operation levels. The water is discharged out of the structure through a 48-inch metal pipe extension and reinforced concrete pipe.

### **1.3 INSPECTION PERSONNEL**

The inspection was performed by Houston Engineering, Inc. (HEI), with the RLWD participating in the inspection. Inspection personnel consisted of the following:

#### <u>HEI</u>

Luke Beckermann, PE Adam Kaye, PE RLWD Nate Koland

### **1.4 DATE OF INSPECTION**

The HEI team inspected the Lost River Pool Outlet Structure Monday, October 3<sup>rd</sup>, 2023. Personnel from the RLWD were on site for the inspection.

Day of the inspection temperature was 55 degrees Fahrenheit during the time of inspection. The skies were cloudy, and there was no precipitation during inspection. Water in the pool was drained down to fully inspect the sluice gate, riser structure, and outlet pipe.



#### **2** INSPECTION FINDINGS

#### 2.1 STRUCTURE

The cast in place concrete riser structure is showing signs of moderate deterioration with the main concern being that the structure is leaning out of plumb. The top of the structure is tipping in a South-Westerly direction. The structure measured 1 ¼" out of plumb measuring with a 4' level. This indicates differential settlement of the structure. The concrete surfaces are showing moderate to major scaling exposing aggregate. There is a through crack on the top slab (0.035 in) from the headstock straight across the full width (see **Figure 9 & 12**). The catwalk and rails are showing minor to moderate deterioration but are functioning as intended (see **Figure 3**). The stop log channels have severe corrosion and the logs become lodged and cannot be removed at times as designed (see **Figure 15 & 16**). The logs have been cut out with a chainsaw at times for operation and then needing to be replaced.

### 2.2 SLUICE GATE

The sluice gate is operating at a very low function. Stem guides and brackets are showing heavy corrosion with 50% section loss. The gate is showing heavy corrosion with section loss. The top of the stem is bent out of alignment and the pedestal and operator are showing moderate corrosion. With all the deterioration it is likely the gate will fail in the near future (see **Figure 6, 7, 10, 11, & 13**).

### 2.3 OUTLET PIPE

The 48-inch outlet corrugated metal pipe extension leaving the riser structure shows moderate corrosion and section loss. The 48-inch RC Pipe outlet connected to the metal extension looks to be functioning as needed and in generally good condition for the age of the structure.

### **3 CONCLUSIONS AND RECOMMENDATIONS**

### 3.1 LOST RIVER STRUCTURE

With the above stated findings, it is recommended that replacement of the entire structure including the concrete riser, gates, catwalk, and outlet pipe is needed. Although repair of the structure could be completed, it is difficult to predict the amount of additional life this would provide the structure with the amount of wear and deterioration that has already taken place.



# 4 APPENDICES

# A. REPLACEMENT COSTS

	Structu	ire Replace	ment Costs	
Item Description	Unit Cost	Unit	Quantity	Total
REMOVE EXISTING STRUCTURE	\$20,000.00	LS	1	\$20,000.00
STRUCTURAL CONCRETE	\$1,500.00	CY	20	\$30,000.00
SLIDE GATE	\$18,000.00	LS	1	\$18,000.00
CATWALK	\$30,000.00	LS	1	\$30,000.00
EXCAVATION	\$30,000.00	LS	1	\$30,000.00
RCP OUTLET	\$700.00	LF	110	\$77,000.00
DEWATERING	\$10,000.00	LS	1	\$10,000.00
SUB-TOTAL				\$215,000
CONTINGENCIES (25%)				\$53,750
TOTAL				\$268,750

1. Catwalk based on assumed \$175/SF

LOST RIVER POOL OUTLET STRUCTURE



# **B. INSPECTION PHOTOS**

### Figure 3 – Catwalk



Figure 4 – North side of structure



Figure 5 – Internal sluice gate and outlet pipe



Figure 6 – Sluice Gate



Figure 7 – Sluice Gate



Figure 8 – Sluice gate opening



Figure 9 – Integral concrete top



Figure 10 – Sluice gate stem and brackets



Figure 11 – Sluice gate stem and bracket



Figure 12 – Through crack in top slab



Figure 13 – Sluice gate and stem



Figure 14 – Structure out of plumb



Figure 15 – Stop log channels



Figure 16 – Stop log channels





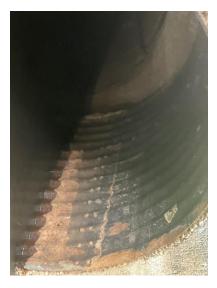


Figure 18 – 48" Outlet RCP Culvert



Figure 19 – Concrete scaling



Figure 20 – Concrete scaling



Figure 21 – Concrete scaling



Figure 22 – Crack at outlet with scaling





Figure 23 – Crack at outlet



Figure 24 – Concrete scaling



Figure 25 – Upper concrete scaling



Figure 26 – Pedestal



Figure 27 – Concrete crack







Figure 29 – 48" RCP Culvert outlet



Figure 30 – Walking grate platform



Figure 31 – Looking down to foundation



Name of Impoundment and Project Number: Lost biver Pool - Dail 7 Date: 11/11/2023
Location of Impoundment (County): Marshall Weather: Sunng Inspected by (Print Name): Enich Husth (RLWD)
If an inspection item requires further action on your part, place a check mark to the left of the number of the item.
A. <u>Crest</u> (Top of Dike)
1. How would you describe the vegetation on the crest? (Check all that apply)         Recently Mowed       Yourgrown         Good Cover       Sparse         Other/Corrective Action (describe):       Yourgrown
2. Are there any trees or other inappropriate or excessive vegetation on the crest?       Yes       No X         If yes, describe (type of vegetation, size, location, etc.)/Corrective Action:
3. Is there a paved road or driveway on the crest?       Yes       No         If yes, describe the condition (for example, good condition, numerous cracks, newly paved)/Corrective Action:
If yes, describe (size, location, etc)/Corrective Action: Beaver rung that will be Moyitored to wake sure they don't get worse
5. Are there any cracks on the crest? Yes No X If yes, describe (length and width, location, direction of cracking, etc.)/Corrective Action: Hurd to See with Gnow Cover
6. Other observations on the crest/Corrective Action:
B. Interior Slope
1. What is the impoundment level today? At Normal PoolAbove Normal PoolFeet Below Normal PoolFeet
2. How would you describe the vegetation on the interior slope? (Check all that apply)         Recently Mowed          Overgrown          Good Cover          Other/Corrective Action (describe):
3. Are there any trees or other inappropriate or excessive vegetation on the slope? Yes Y No If yes, describe (type of vegetation, size, location, etc.)/Corrective Action: Some willows furt
<ul> <li>ave not affecting integrity of dike</li> <li>↓ Are there any depressions, bulges, ruts, or holes (such as animal burrows) on the slope? YesNo_X</li> </ul>
If yes, describe (size, location, etc.)/Corrective Action:
5. Are there any eroded areas on the slope (such as wave erosion along the shoreline)?       Yes       No         If yes, describe (size of area, location, severity, etc.)/Corrective Action:       If yes, describe (size of area, location, severity, etc.)/Corrective Action:
☐ 6. Are there any cracks, sloughs, or slides (vertical cliffs) on the slope? Yes No If yes, describe (length, width, height, location, etc.)/Corrective Action:

	Int	terior Slope (continued)
	7.	Is there any type of slope protection along the shoreline (such as riprap)? Yes No
		If yes, describe what type and its condition (for example, riprap - adequate, inadequate, sparse)/Corrective Action:
	8.	Other observations on the upstream slope/Corrective Action:
C.	Ex	terior Slope
	1.	How would you describe the vegetation on the exterior slope? (Check all that apply)
		Recently Mowed <u>X</u> Overgrown Good Cover Sparse Sparse Other/Corrective Action (describe): Show Covered
	2.	Are there any trees or other inappropriate or excessive vegetation on the slope? Yes Yes No
		If yes, describe (type of vegetation, size, location, etc.)/Corrective Action: Some willows growing, average of the affect integrity of dike
	3.	Are there any depressions, bulges, ruts, or holes (such as animal burrows) on the slope? Yes No
	4.	Are there any eroded areas on the slope (such as along abutment contacts)? Yes No If yes, describe (size of area, location, severity, etc.)/Corrective Action:
	5.	Are there any cracks, sloughs, or slides (vertical cliffs) on the slope? Yes No If yes, describe (length, width, height, location, etc.)/Corrective Action:
	6.	Are there any wet areas or areas of hydrophilic (lush, water-loving) vegetation? Yes No If yes, describe (size of area, location, etc.)/Corrective Action:
	7.	Do any wet areas indicate seepage through the impoundment (such as rust-colored, stained water)? Yes <u>No N/A</u> If yes, describe (for example, new area of seepage, no change from past observations, size of area, location) /Corrective Action:
	8.	Are there any leaks (flowing water) from the slope or beyond the toe of the impoundment? Yes No If yes, describe (location, rate of flow, turbidity of flow)/Corrective Action:
	9.	Other observations on the downstream slope/Corrective Action:
D.	Plu	nge Pool
	· · · · ·	Is there any type of erosion protection around the plunge pool (such as riprap)? Yes No
		If yes, describe what type and its condition (for example, riprap - adequate, inadequate, obstructed by vegetation) /Corrective Action:
	2.	Is there any erosion and or seeps around or going into the plunge pool? Yes No
		If yes, describe (size of area, location, severity, etc.) /Corrective Action: N/A

# Impoundment Inspection Form (continued)

Name of Impoundment:	Date:
E. Principal and Emergency Spillways Outlet Amictures w	t inspected as part of
1. What types of outlet does the impoundment have (such as corrugated metal, conc channel)? This ingreation [-7-	crete, or siphon pipe; concrete or earth
Principal outlet Emergency Spillway	
Other/Corrective Action:	
2. Has the emergency spillway activated (had flow) since the last inspection?	Yes No X
If yes describe (date(s) of flow, reason for activation, depth of flow)/Correcti Emergency spillway elevation	
<ul> <li>3. For pipe outlets, is the intake obstructed in any way (such as with excessive debri If yes, describe (type of debris, reason for obstruction, etc.) /Corrective Action</li> </ul>	is)? Yes No
4. For pipe outlets, what is the condition of any trash racks (for example, adequate, i	inadequate, damaged)? /Corrective Action:
<ul> <li>5. For pipe outlets, are there any visible cracks, separations, or holes in the pipe(s)?</li> <li>If yes, describe (location, width of crack or separation, etc.)/Corrective Action</li> </ul>	
6. For pipe outlets, are there any apparent leaks in the pipe(s)? Yes If yes, describe (location, rate of flow from leak, etc.)/Corrective Action:	
7. For pipe outlets, how would you describe the overall condition of the pipe(s)? (C Functioning Normally Not Functional Deteriorated Dama	
<ul> <li>8. For concrete or earth channel spillways, is the entrance or channel obstructed in a If yes, describe (type of obstruction, location, etc.)/Corrective Action:</li> </ul>	any way? Yes No X
<ul> <li>9. For earth channel spillways, how would you describe the vegetation in the spillways Recently Mowed Overgrown Good Cover Cover Other (describe)/Corrective Action:</li> </ul>	Sparse
☐ 10. For earth channel spillways, are there any trees or other inappropriate vegetation in If yes, describe (type of vegetation, size, location, etc.)/Corrective Action:	1 million and the second se
I11. For earth channel spillways, are there any eroded areas in the spillway? Yes If yes, describe (size of area, location, severity, etc.)/Corrective Action:	s No
☐ 12. For concrete channel spillways, are there any cracks or holes in the spillway? If yes, describe (width of crack or hole, location, etc.)/Corrective Action:	Yes No

∟ 13.	For concrete channel spillways, are there any leaks or evidence of undermining (flow under the concrete)? YesNo
	If yes, describe (location, rate of flow from leak, indicators of undermining, etc.)/Corrective Action:
14.	For earth or concrete channel spillways, how would you describe the overall condition of the spillway? (Check all that apply)
	Functioning Normally Not Functional Deteriorated Damaged Adequate Inadequate
15.	Other observations on the spillways/Corrective Action: N/A

### F. Photographs

At a minimum, photographs should be taken of the crest, upstream slope, downstream slope, and any other notable features. List of photographs (be sure to date stamp the photos): \_\_\_\_\_\_

Red Lake WD inspector signature

Date

 $\frac{11}{12023}$ Date

Other governmental entity inspector signature (When Applicable) MN DNR Area Wildlife Supervisor













# **Mud River Project Team Meeting Notes**

Project:	Mud River Project Team
Date:	November 20, 2023, 1:30-3:00pm
Location:	RLWD Office

<u>**Present</u></u>: Moriya Rufer, Nate Dalager, Corey Hanson, Jake Huwe, Kathy Fillmore, Jim Graham, Lyle Nelson, Loren Lusignan, Dave Myhrer, Jim Sparby, Steve Sparby, Gary Anderson, Danielle Kvasager, Lon Aune, Wayne Johnson, Darrold Rodahl, Dave Rodahl, Torin McCormack, Tammy Audette, Andrew Graham, Doug Franke, Brent Klamar, Brian Dwight, Larry Puchalski</u>** 

# **Meeting Summary**

# Project Team Procedures

Moriya Rufer outlined the Project Team role and procedures. The Project Team is advisory to the Project Sponsor (Red Lake Watershed District). The project team can advance a recommendation to the RLWD through consensus. Consensus doesn't mean everyone has to concur with the project. If there are dissenters, they can provide reasoning on why and that will get passed along to the RLWD as well.

# Recap from last meeting

HDR provided a summary using PowerPoint slides to display the project concept that was also presented and discussed at the prior Project Team meeting. The key features are: 1) a new, meandering channel will be excavated to receive flows up to the 10-year storm event, with access to over 700 acres of floodplain that can capture sediment; 2) the existing "diversion channel" will be blocked2) a weir will be constructed on JD 11 to direct flows up to the 10-year storm event into the new channel; and 3) dredged material will be used to create raised features to be planted with trees and other vegetation supporting diverse wildlife. Three types of benefits are expected from the project: a) the new, meandering channel and constructed "islands" will improve wildlife habitat; b) accessing the 700-acre floodplain area will divert a portion of incoming sediment that otherwise would be deposited in the main pool of the wildlife refuge; and c) the additional flood storage capacity of the 700-acre floodplain would dampen the peak of flood events up to the 10-year storm. HDR also noted that the project is not designed to reduce impacts of larger flood events such as the spring flood of 2021. Finally, HDR said that there would be no change in the effects of runoff on land downstream of the outlet from the main pool into the Thief River (aka JD 83). The runoff events controlled by the project are relatively small, and during these events, all flows in the Thief River downstream remain in the channel currently and will continue to remain in the channel.

Torin McCormack of HDR summarized discussion by the subgroup investigating permitting issues. The group met with the US Army Corps of Engineers (USACE) and Minnesota Board of Water and Soil Resources (BWSR) recently. They concluded a nationwide General Permit 27 would apply to the channel excavation and possibly to deposition of the spoils to create raised islands within the refuge. Larry Puchalski clarified the General Permit would likely cover excavation only. The deposition of dredged material would need to be done either on preexisting disturbed areas like ditch corridors, or outside the wetland area. Otherwise, compensatory mitigation would be required.

Lon Aune asked who would be responsible for maintenance of the project features. Nate Dalager replied that the design would not require any operations or frequent maintenance. Ditch 11 would remain the responsibility of the ditch authority. Responsibility for the new meandering channel would need to be determined: it would likely go to either the US Fish and Wildlife Service or the RLWD.

# Input from Meeting Observers

Meeting observers were allowed to provide input on the current project concept. Questions included:

• What will be the change in inches of runoff and for how long following each runoff event?

Jim Graham responded the project would reduce about 100 cubic feet per second coming into the Main Pool on the Refuge. Nate Dalager said the hydrograph would be extended by approximately 10 days as water is receding from a 10-year runoff event.

• What effect would the project have on a flood like the one in Spring of 2022?

Nate responded that this project would not have any effect on large flood events like that, either upstream or downstream from the Refuge. The project is designed to handle much smaller events, like those with a 10-year recurrence interval. Spring 2022 was more like a 100-year event. Jim Graham noted that the main pool was drawn down in advance of that event and was able to store approximately 60,000 acre-feet of floodwater that spring.

• What will be the cost of the project? Will state and local dollars be used to construct the project on federal land?

Nate indicated that it will cost at least \$3 million.

Doug Franke said the State's Outdoor Heritage Fund (OHF) can be used for projects like this that benefit wildlife. Those state funds can be used on any public land, whether its owned by state, local or federal governments. Moriya added that the funding mix has not been determined and will need to be developed before the project could be advanced for construction. If the RLWD Board decides to continue project development, that would be one of the tasks ahead.

• What will happen in SD 83 during a 10-year runoff event? Will flooding last longer?

Nate responded that during a 10-year flood under existing conditions all flow is held within the SD 83 channel. That will continue to be true if the project is built. Peak flow within the channel will be lower. As those flows in-channel are returning to normal levels they will be extended by up to 10 days.

# Consensus Discussion

The Project Team first did a straw poll on the question of whether the project should be recommended to the RLWD Board for more detailed design, validation, and seeking funds for implementation. Project Team members were asked to indicate their position using thumbs up (definitely concur) thumbs sideways (can accept), and thumbs down (oppose, or need more information). Then, we went around the table one by one and each Project Team member gave their input.

- Corey Hanson concur
- Jim Graham concur, Project has multiple benefits
- Doug Franke concur, project will have benefit for wildlife
- Danielle concur, but wonder if the cost is worth the benefit
- Gary Anderson concur
- Larry Puchalski stated he could not vote
- Dave Myhrer oppose, concerned about downstream effects, does not trust USFWS and state operators, and is concerned about sediment
- Jim Sparby Undecided. Doesn't like the weir at JD 11
- Lyle Nelson sideways thumb, would like to see improvements for upland game
- Loren Lusignan Undecided. Until the Corps determines what needs to happen to the excavated spoils, what's the point of moving forward? He's also concerned about the lack of federal funding for a project on federal land
- Lon Aune concurs with advancing the project
- Wayne Johnson concur, think it's time to move forward. The Refuge provides a benefit downstream by retaining floodwater. The project will not harm downstream stakeholders like the City of Thief River Falls.
- Brent Klamar unsure, due to agency uncertainties (permitting)
- Kathy Fillmore undecided, can't tell whether the cost/benefit ratio justifies the project
- Brian Dwight undecided, thinks the question of permitting by USACE needs to be resolved; and thinks a meeting with downstream landowners would be valuable. The cost looks reasonable.

The Project Team members were then asked to initial the concurrence form to register their final position at this stage of the project.

# Moving forward:

- Schedule a pre-application permit meeting with ACOE
- The concurrence form and meeting summary from this meeting will be on the December 14 agenda for the Red Lake Watershed District board meeting.

#### ESTIMATE NUMBER: 1 PROJECT NAME: Thibert/Knott Dam OWNER: Red Lake Watershed District CONTRACT AMOUNT: \$85,403.54 CONTRACTOR: Olson Construction

#### DATE: December 13, 2023 PROJECT NUMBER: 50G CONTRACT DATE: May 25, 2023 WORK COMPLETED: November 17, 2023

EM			CONTRACT	UNIT	QUA	NTITY COMPLE	TED	TOTAL
NO.	SPEC. NO. DESCRIPTION	UNIT	QUANTITY	PRICE	PREVIOUS	CURRENT	TOTAL	AMOUNT
1	Mobilization	LS	1	\$2,400.00	0	1	1	\$2,400.0
2	Salvaging and Spreading Topsoil	JOB	1	\$3,850.00	0	1	1	\$3,850.0
3	Common Excavation	CY	2,850	\$3.60	0	2,850	2850	\$10,260.0
4	Common Excavation of Sediment from Bottom					,	2000	\$10,200.0
	of Pool Area	CY	3,300	\$5.00	0	3,300	3300	\$16,500.0
5	Compacted Earthfill, Class C Compacation	CY	3,200	\$6.00	0	3,200	3200	\$19,200.0
6	Dispose of Old Pipe Offsite	JOB	1	\$300.00	0	1	1	\$300.0
7	Dewater Pond Area	JOB	1	\$750.00	ō	1	1	\$750.0
8	Drop Inlet 54"x14' and Installation	EACH	1	\$2,604,54	ő	1	1	\$2,604.
	36" Helical Aluminized 14 ga, Type II Standard	2.10.11		φ <u>2</u> ,004,04			'	φ2,004.
9	Corrugated Steel Pipe	LN FT	100	\$79.16	0	100	100	\$7,916
10	Concrete Base, 7'x7'	CY	2	\$500.00	0	2	2	
11	Rebar #4 (1/2" Dia)	LN. FT.	95	\$1.00	0	95		\$1,000,0
	36" Watertight Connection Bands, 2 pc, 24"	ENGINE.	55	\$1_00	0	95	95	\$95.
12	Width	EACH	5	£400.00	0	-	-	
13	Sand Diaphragm		50	\$120.00	•	5	5	\$600.
14	Seep Tile	CY	50	\$30.00	0	50	50	\$1,500
15	8" x 12' CMP w/Animal Guard	LNFT	300	\$3.00	0	300	300	\$900
16		EACH	1	\$70.00	0	1	1	\$70
17	Sand for Seep Tile	CY	140	\$22.00	0	140	140	\$3,080
	Antivortex and Trash Rack	EACH	1	\$3,990.00	0	1	1	\$3,990
18	Riprap MNDOT Class IV, 12" D50	CY	70	\$60.00	0	70	70	\$4,200
19	Riprap MNDOT Class II, 6" D50	CY	10	\$60.00	0	10	10	\$600
20	Geotextile, MNDOT Type IV, Nonwoven 8 oz.	SQ. YD.	222	\$4.00	0	222	222	\$888
21	Seeding	ACRE	3.0	\$1,500.00	0	3	3	\$4,500
	Mulching, Erosion Control Blanket Double Side							
	Straw w/Coconut Blanket, NAG SC150 Blue Bar		1,200		0			
22	or Approved Equal	SQ. YD.		\$2,25		1200	1200	\$2,700
23	Silt Fence	LN, FT,	100	\$5,00	0	100	100	\$500
							Subtotal	\$88,403
	Additional Material							
							0	\$0.
	SUMMARY:						Total	\$88,403
	Total of Work to Date			\$88,403.54				
	Less 0% Retainage			\$0.00				
	Amount Paid on Previous Payments			\$0.00				
	Amount Due this Estimate			\$88,403.54				
	Percentage of work completed			104%				
				\$85,403,54				
	Original Contract Amount Due							
	Original Contract Amount Due Amount Deleted from Original Contract			\$0.00				
	Amount Deleted from Original Contract			\$0.00 \$0.00 \$85,403.54				μ. μ

RECAP OF PAYMENTS:

DATE 12/13/23

Total

Contractor: Jeff Olson, Olson Construction vec by

Approved by Administrator: Tammy Audette, Red Lake Watershed District

PAYMENT

AMOUNT

\$

88,403.54

\$88,403.54



Date

					Ex	penses								Fund	ling		
		Houston Opinion of										Landowner	MnDNR (50% of		•		
	Proj.	Probable	Actual Const.						Landowner's	Landowner		share	estimated	RRWMB	RLWD		
Name	Number	Costs	Costs	Staff	Engineering	Subtotal	Cont. 10%	Total	Share (12.5%)	paid	+/-	(12.5%)	costs)	(25%)	(12.5%)	Total	+/-
Fladeland	129AX	\$ 134,288.00	\$ 135,609.60	\$ 12,018.30	\$ 24,135.75	\$ 171,763.65		\$ 171,763.65	\$ 21,470.46	\$ 21,824.25	\$ (353.79)	\$ 21,470.46	\$ 77,750.00	\$ 42,940.91 (\$10,000 rec.d)		\$ 163,631.83	\$ 8,131.83
Beich	129AY	\$ 133,650.00	\$ 105,278.26	\$ 17,130.05	\$ 18,807.75	\$ 141,216.06		\$ 141,216.06	\$ 17,652.01	\$ 18,430.52	\$ (778.51)	\$ 17,652.01	\$ 80,000.00	\$ 35,304.02 (\$9514 rec.d)	\$ 17,652.01	\$ 150,608.03	\$ (9,391.97)
								Estimated Total									
Cardinal	129BB	\$ 57,712.00		\$ 1,354.84	\$ 19,032.00	\$ 78,098.84	\$ 7,809.88	\$ 85,908.72	\$ 10,738.59				\$ 39,772.50				
Payment	129BC	\$ 138,326.50		\$ 4,022.72	\$ 24,966.75	\$ 167,315.97	\$ 16,731.60	\$ 184,047.57	\$ 23,005.95				\$ 81,730.15				

Completed 2023 2024 Construction

# **Beich Ring Dike**

# RLWD Project 129 AY

# Project Cost Breakdown

Applicant(s):	Terry & Sandra Beich		
Contractor:	Lunke, Inc.		
Original Contract A	mount:		\$ 115,423.00
Contract Changes:	Turf Establishment		\$ (10,144.74)
New Contract Amou	unt:		\$ 105,278.26
Engineering Fees:	*Includes wetland delineation		\$ 18,807.75
RLWD Staff Time:			\$ 17,130.05
Project Total:			\$ 141,216.06
Estimated	project total on application:	\$ 160,000.00	
Project Total Sha	res:		
State of MN (50%) State shar	re approved:	\$ 80,000.00	\$ 70,608.03
RRWMB (25%)			\$ 35,304.02
RLWD (12.5%)			\$ 17,652.01
Landowner (12.5%) Landowner	r share received:	\$ 18,430.52	\$ 17,652.01
		Landowner Due:	\$ 778.51

# Fladeland Ring Dike

# RLWD Project 129 AX

Project Cost Breakdown

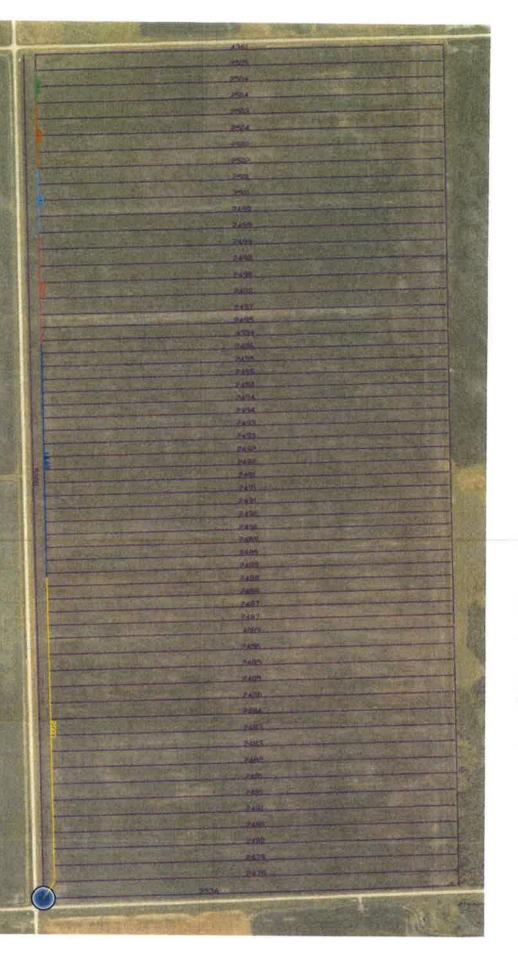
Applicant(s):	Robert & Nancy Fladeland				
Contractor:	Quality Spray Foam/Anderson Excavating				
Original Contract A	mount:			\$	141,284.60
Contract Changes:	Turf Establishment Silt Fence Culvert End Controls			\$ \$ \$	(5,000.00) (575.00) (100.00)
New Contract Amo	unt:			\$	135,609.60
Engineering Fees:	*Includes wetland delineation			\$	24,135.75
<b>RLWD Staff Time:</b>				\$	12,018.30
Project Total:				\$	171,763.65
Estimated	project total on application:	\$	155,500.00		
Project Total Sha	ires:				
State of MN (50%) State sha	re approved:	\$	77,750.00	\$	85,881.83
RRWMB (25%)				\$	42,940.91
RLWD (12.5%)				\$	21,470.46
Landowner (12.5%)	r share received:	\$	21,824.25	\$	21,470.46
		Lar	ndowner Due:	\$	353.79

# **RED LAKE WATERSHED DISTRICT** Subsurface Tile Drainage Application

Landowner Name: JOHN A. JAKEL & DUBRA JAKOL Phone: 321-301-0118
Address (Street, City, State, Zip): 1000 ANNAPOLIS WAY ART TOG WOODBROOLD VA 22191
Name of designer: Field Drainage, Inc 218-698-4628
Name of installer: Field Drainage, Inc. Phone: 218-698-4628
Legal description and site map and or GPS coordinates to accurate scale showing location of all tiles, surface water inlets, outlet(s), lift stations, pumps, and flow control devices; (attach maps);
Section # 25 Township (Name & #) terrebe, une 150 Range # 43 County Really
Land area to be tiled (acres): 3/5
Type of tiling (circle) (Pattern Tile) Random Tile
Type of outlet (circle) Lift Station Pump Gravity Other
Date proposed plan submitted: Month Day Year Year
Pump/lift station outlet flow capacity (GPM)
<ul> <li>All subsurface tile drainage systems must protect from erosion and include RLWD approved erosion control measures.</li> </ul>
<ul> <li>All subsurface tile outlets including lift station pumps, must be located out of a legal drainage system and governmental roadway right of way unless approved by District and must be visibly marked.</li> </ul>
<ul> <li>It is recommended that after harvest, tile outlet controls, including lift station pumps, be opened or turned on to remove water from the system unless downstream culverts are freezing.</li> </ul>
<ul> <li>Obtaining a pennit from the RLWD Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or pennits required by law. (Ex: NRCS, SWCD, Township, County, State, etc.)</li> </ul>
<ul> <li>Upon completion of the project. "As Built" plans must be provided to the District.</li> </ul>
<ul> <li>Consideration must be made for turning off pumps for short period of times during the summer so maintenance can be performed on public, legal and private drainage ways, such as road ditches or private natural field drains.</li> </ul>
EXHIBITS. The following exhibits may be requested to accompany the permit application. Two copies, (standard paper size of 8.5 inches by 11 inches), which include:
Signature of Owner AL Date: 11-10-2023
RLWD staff use: RECEIVED
Permii #25-216 Date received:
Drain tile outlets to:
Legal System (Benefited Area):
the approximate and any instream of the onnet:

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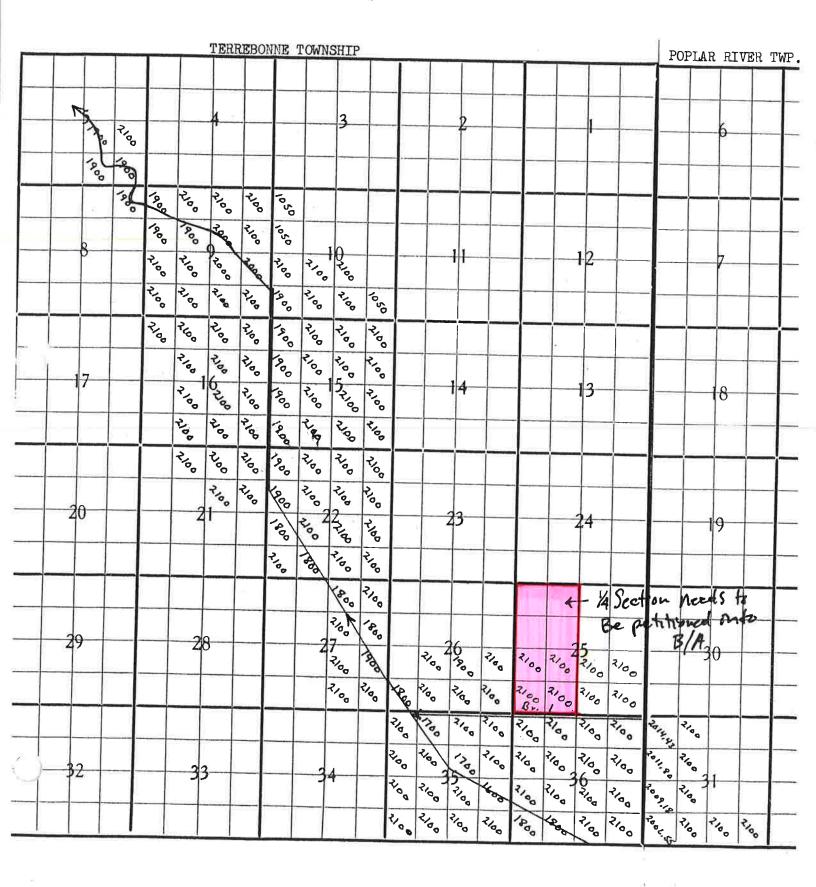
B/11/23	FIELD	- Species	i ne	
		201213	8/11.	/23
URAINAGE, INC		-	1 100	-
	Pederson Brothers 5" 12"			



#### BENEFITED AREA MAP

6

COUNTY DITCH # 2



Red Lake Watershed District October 10, 2019 Page 2 of 4

Staff members Loren Sanderson and Nick Olson updated the Board on recent District Impoundment activity. Sanderson stated that the Lateral 2 gate has been opened since September on the Parnell Impoundment, RLWD Project No. 81, but the west pool gate has been closed, as the drainage area for the impoundment had not received the big rain events like the Euclid East Impoundment, RLWD Project No. 60C and the Brandt Impoundment, RLWD Project No. 60D. Sanderson noted that the 80-acre Flood Storage Easement site just downstream of the Parnell Impoundment is almost to capacity and we will need to start releasing water today. Water at the south pool of the Moose River Impoundment, RLWD Project No. 13 is 2' below the top of the weir, with Agassiz NWR starting to release water yesterday. The North Pool of the Moose River Impoundment is .4' from going over the weir. The DNR indicated that Thief Lake WMA is 1.5' higher in water than what they would like to be, but the District may have to start releasing water. Sanderson estimated that the District would need to release 14,000 ac.ft. of water from the Moose River Impoundment to get it to the winter pool elevation. At 200 cfs per day, it would take approximately 35 days to release the water. Olson stated that inflows at Euclid East and Brandt Impoundment's are dropping off, but water is coming in .4' over the weir at the Euclid East Impoundment and .2' at the Brandt Impoundment, so the water is going over the structure. Brandt Impoundment is currently open 9", and the channel immediately downstream is full, with more capacity west of Highway 75. Engineer Nate Dalager, HDR Engineering, Inc., stated that water is also coming in downstream of the impoundments, plus current vegetation restricts water more than in the Spring. Administrator Jesme discussed the importance of draining down the impoundments prior to freeze-up and the assumed timeline it would take. Dalager noted that the current operation of the impoundments is about as good as it can be. Discussion was held on obtaining additional easements downstream of the Brandt Impoundment where there presently was not a channel restoration project completed. Matt Fischer stated that a Watershed Based Implementation Program funds can be used for easements for multipurpose projects.

Staff member Nick Olson stated that the District received RLWD Permit No. 19176, PCB & MDB, LLLP, Lambert Township, Red Lake County, on October 7, 2019 for the installation of tile. When Olson arrived on site, on October 9, 2019, the proposed work on the application was already completed. The Board discussed submitting a letter of warning for unauthorized/unpermitted work to the applicant. Motion by Ose, seconded by Tiedemann, to approve RLWD Permit No. 19176, PCB & MDB, LLLP, Lambert Township, Red Lake County, with conditions stated on that permit, and to submit a letter of warning to the applicant for unauthorized/unpermitted work. Motion carried. Discussion was held on amending the District's Rules and Regulations to include designating the contractor liable for non-permitted work. Legal Counsel Sparby discussed sending a letter to Field Drainage, Inc., informing them that if they have one more violation, the District would send an injunction to the District Court, where Field Drainage, Inc., would not be allowed to work within the District boundaries. Motion by Dwight, seconded by Sorenson, that due to repeated violations by Field Drainage, Inc., any subsequent violation of the District's Permit Rules and Regulations, will result in the District seeking injunctive relief from the District Court to prohibit and restrain Field Drainage, Inc., from conducting tile drainage within the jurisdiction of the District. Motion carried.

# **IHLE SPARBY & HAASE PA**

Attorneys At Law 312 Main Avenue North PO BOX 574 Thief River Falls, MN 56701

PAUL IHLE, Retired DELRAY SPARBY NATHAN HAASE TELEPHONE: 218-681-7373 FACSIMILE: 218-681-7375 ihlespar@mncable.net

October 10, 2019

Field Drainage, Inc. 814 Hwy 92 W PO Box 66 Brooks, MN 56715

RE: Subsurface Tile Drainage Permit Requirement PCB & MDB LLLP Permit #19176

Dear Field Drainage, Inc.:

The Red Lake Watershed District has again found that you have installed subsurface drainage tile in the Red Lake Watershed District's jurisdiction without properly applying for or obtaining a Subsurface Tile Drainage Permit from the Red Lake Watershed District. The failure to apply for a drainage tile permit could have adverse affects on the management of water resources.

You are well aware of the fact that a permit is needed. A letter from this office was sent to you on September 26, 2018 in regard to a prior violation of the permit requirement. This is at a minimum, the third violation of the Red Lake Watershed District permit rule requirements. It is obvious that you feel that the rule requirements are not important or that you are not subject to the rule requirements.

The District's Rules state:

CONTRACTOR LIABILITY. Any individual, firm, corporation, partnership, association or other legal entity contracting to perform work subject to one or more District rules will be responsible to ascertain that the necessary permit has been obtained and that the work complies with the permit, rules and statutes and any applicable District orders or stipulations. A contractor that, itself or through a subcontractor, engages in an activity constituting a violation or threatened violation under section 1, above, is a responsible contractor for purposes of this rule

In short, watershed districts may bring action to stop or prevent a violation, to require compliance and action to fix the consequences of a violation, to recover enforcement expenditures, and to charge a violation as a criminal misdemeanor.

### \*October 10, 2019

There was a permit violation discussed on this date involving Field Drainage and non-permitted work being completed. It was noted that "due to repeated violations by Field Drainage, Inc. any subsequent violation of the District's Permit Rules and Regulations, will result in the District seeking injunctive relief from the District Court to prohibit and restrain Field Drainage, Inc. from conducting tile drainage within the jurisdiction of the District." Motion carried.

A letter was sent to Field Drainage from Ihle Sparby & Haase PA explaining the violation and describing the District Rules and Regulations of the District. It was described in the letter that "If you subsequently violate the Subsurface Tile Drainage permit requirement, that the violation will be reported to the appropriate County Sheriff's Department as a Misdemeanor criminal violation and the matter will be fully prosecuted."

#### \*September 27, 2023

Red Lake Watershed District received a permit application from Earl Pederson (Land Renter) for a drain tile project that is located in Terrebonne Township Section 25. The permit application received did not have a name, address and was not signed by the landowner. Melissa Bushy emailed Earl back about the permit application missing some information needed to process it. There was also no design map included with the application. Melissa emailed Jess Determan, Tony Olson and CC'd Earl Pederson about the missing information, and stated that the permit will be "held" (not processed) until all of the information is gathered.

#### \*September 28, 2023

Jess Determan sent an email to Melissa with a name and address to enter onto the permit application (still no landowner signature on the permit application) that had been previously received from Earl Pederson. Melissa thanked Jess for the Information.

#### \*October 2, 2023

Melissa sent an email looking for a phone number for the name and address that was previously sent in by Jess Determan so we could contact them regarding the project and get a "verbal ok" to proceed entering and processing the permit.

Jess Determan sent an email stating that he sent the wrong landowner information, and emailed the correct name and PO box address for the permit application. Still no signature on the permit.

#### \*October 18, 2023

A phone call was made to Field Drainage by RLWD Administrator Tammy Audette and Office Manager Melissa Bushy. Tammy had visited with Field Drainage staff/owners about the permitting process and still waiting for all information to be included on the permit application.

#### \*November 15, 2023

Permit application is stamped received on this date, with correct landowner name and address, along with the landowner signature required to process the application. Melissa sent out the permit to

Al Page-RLWD Manager, Taylor Amoit-Red Lake County Engineer, Jeremy Johnson-Red Lake County, Kurt Casavan-Red Lake County, Randy Konickson-Red Lake County, Tanya Hanson-Red Lake County SWCD, Peter Curran-Red Lake County SWCD.

### \*November 17, 2023

Discovered that half of the project area to be tiled was not in the benefitted area of the county ditch. I emailed Kurt Casavan to verify the same information.

#### \*November 20, 2023

He (Kurt) replied to my email and described that the findings were correct and stated they would have to go through the petition and hearing process to get the lands included into the benefitted area. Tony Olson thanked Kurt for verifying the info and stated he was going to let the landowner know he had to petition into the benefitted area.

#### \*November 22, 2023

Peter Curran from Red Lake County SWCD sent an email response to Melissa stating that he had reviewed the permit, and was going to send a copy of the setback map required for installation due to wetland concerns to the installers (Field Drainage).

#### \*November 29, 2023

I had received a phone call from Kurt Casavan stating that the project was already tiled. Administrator and Board Manager for Red Lake County were notified of the situation.

#### \*November 30, 2023

A text message was sent to Jess Determan stating that the Terrebonne 25 Pump can not be hooked up due to unpermitted work completed.



### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Ryan & Quinten Nelson		29839 Center St East Oklee, MN 56742		tel: <b>218-686-4248</b> mobile: fax:

### **General Information**

(1) The proposed project is a:

#### Tiling

(2) Legal Description

(3) County: Pennington Township: Deer Park Range: 40 Section: 6 1/4:

(4) Describe in detail the work to be performed. pattern tile/lift station pump

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

### Status

Status	Notes	Date
Denied	The Red Lake Watershed District (RLWD) recommends denying this permit due to land needing to be petitioned with Pennington County into the Benefitted Area of JD 1. After this process is complete, we will have the applicant re-apply for the drain tile project. T.O.	None
abled	P.A. #23-210 – Ryan and Quinten Nelson Pennington County – Deer Park Township – Section 6 The Red Lake Watershed District (RLWD) recommends tabling this permit to allow applicant to petition land into benefitted area of RLWD Project 2. T.O.	Nov. 8, 2023
eceived	None	Oct. 27, 2023

# 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 # 23-210

# **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Ryan & Quinten Nelson		29839 Center St East Oklee, MN 56742		tel: <b>218-686-4248</b> mobile: fax:
General Information				

(1) The proposed project is a:

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### Status

Status	Notes	Date
Tabled	P.A. #23-210 – Ryan and Quinten Nelson Pennington County – Deer Park Township – Section 6 The Red Lake Watershed District (RLWD) recommends tabling this permit to allow applicant to petition land into benefitted area of RLWD Project 2. T.O.	Nov. 8, 2023
Received	None	Oct. 27, 2023

### 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.

### **RED LAKE WATERSHED DISTRICT**

Subsurface Tile Drainage Application

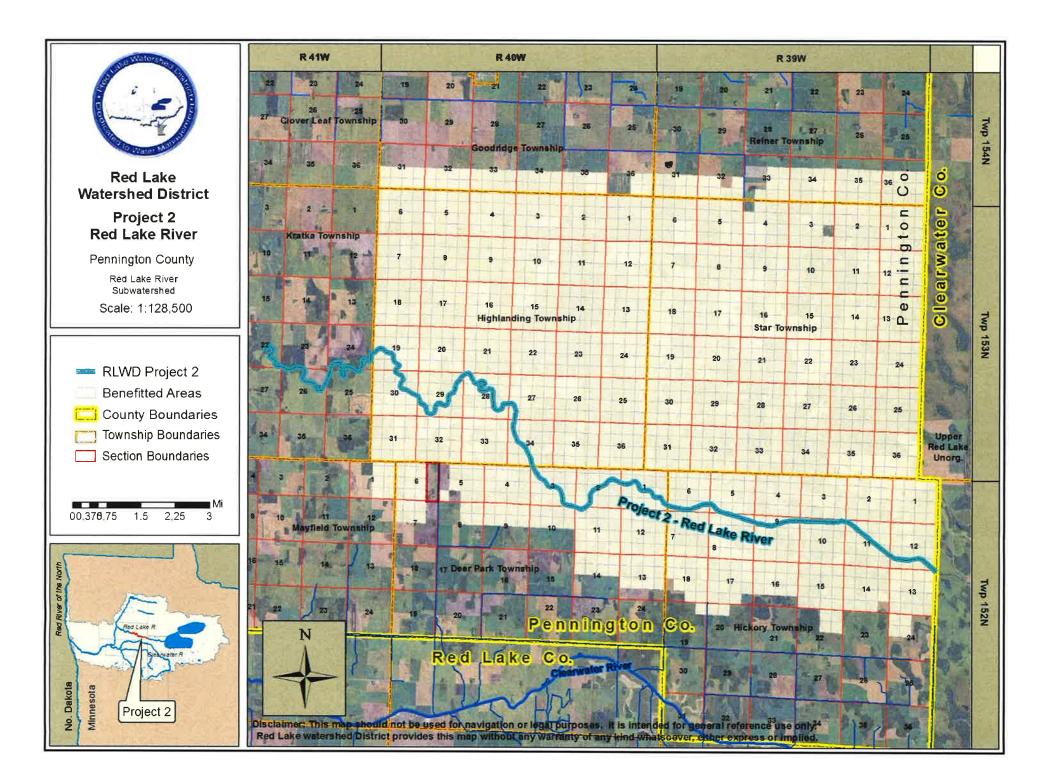
Landowner Name:	Ryan Nelson and Quinten Nelson	Phone:	218-686-8335 218-686-4248	_
Address (Street, City, Stat	re, Zip): 29839 Center	St E. Ok	clee, MN 50	0742
Name of designer:	Field Drainage, Inc.	Phone:	218-698-4628	-
Name of installer:	Field Drainage, Inc.	Phone:	218-698-4628	=
	map and/or GPS coordinates to accurate scale ow control devices; (attach maps):	showing location of all t	tiles, surface water inlets, o	utlet(s),
Section #	Township (Name & #) Deer Park 152	Range #40	County Pennington	
Land area to be tiled (acre	s):			
Type of tiling (circle)	Pattern Tile Random Tile			
Type of outlet (circle)	ft Station/Pump Gravity Other			<b>.</b>
Date proposed plan submi	tted: Month 10 Day 26 Year	2023		
Pump/lift station outlet flo	w capacity (GPM) 1100 GPM			

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

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

Signature of Owner _ Zinte ML	OCT 26, 2023
RLWD staff use: Ryan M	
Permit #	RECEIVED
Drain tile outlets to:	
Legal System (Benefited Area):	OCT 27 2023
Culvert size upstream and downstream of tile outlet:	Initial:







Minnesota

Red lake watershed,

Tyler, Ryan, and Quinten nelson would like to petition the East ½ of the East ½ of section 6 of deer park to be part of the drainage beneficiary of red lake watershed project 2.

Thank you

Tyler Nelson

5gh Mb

Ryan Nelson

- Nel W

Quinten Nelson

en Nelson Juite not

### RECEIVED

NOV 1 3 2023 Initial:



#### **Applicant Information**

Name		Organization	Address	Email Phone I	Number(s)
Gary Mathi	5		12156 590th St Gonvick, MN 56644	tel: <b>218-4</b> 8 mobile: fax:	87-5358
Genera	I Information				
(1) The prop	osed project is a:				
Tiling					
(2) Legal De	scription				
(3) County:	Clearwater Township	: Winsor Range: 38 Section: 9	<b>)</b> 1/4:		
(4) Describe	in detail the work to	be performed. random tile - gr	ravity outlet		
(5) Why is th	is work necessary? E	Explain water related issue/prot	blem being solved.		
Status	Notes	Explain water related issue/prot	blem being solved.		Date
(5) Why is the status Status	Notes			he Red Lake Watershed District (RLWD)	Date
Status	Notes P.A. #23-206 – Ga approves the Rai Right-of-Way, ap specs/conditions downstream of th **Applicant shall riprap with filter	ary Mathis Clearwater County ndom Tile project with multip plicant shall contact the app s. Permit Holder shall contact te tile and/or pump station(s) ensure that all disturbed are fabric is placed at the tile out	y – Winsor Township – Section 9 1 ole gravity outlets. If any work is w ropriate road/ditch authority for th t the road authorities when cutting ) outlets, applicant shall ensure th as are seeded with appropriate se tlet(s).** Applicant shall ensure tha	ithin a public road and/or public ditch eir approval and must meet their through roads when applicable. Directly at adequate grade and drainage is provided ed mixture and that consideration for rock t the tile outlet meets the MN DNR	
Status Status	Notes P.A. #23-206 – Gi approves the Rai Right-of-Way, ap specs/conditions downstream of ti **Applicant shall riprap with filter i requirements, if a District (SWCD) of measures for end half of the applic	ary Mathis Clearwater County ndom Tile project with multip plicant shall contact the app s. Permit Holder shall contact ne tile and/or pump station(s ensure that all disturbed are fabric is placed at the tile out any. **Prior to any work, we a office to inquire about possib orgy dissipation at the tile ou ation. This permit does not e	y – Winsor Township – Section 9 T ole gravity outlets. If any work is w ropriate road/ditch authority for th t the road authorities when cutting ) outlets, applicant shall ensure the as are seeded with appropriate se tlet(s).** Applicant shall ensure the also recommend that you contact ole wetland concerns.** Applicant tlet(s). ■ Note: Please be aware of	ithin a public road and/or public ditch eir approval and must meet their through roads when applicable. Directly at adequate grade and drainage is provided ed mixture and that consideration for rock t the tile outlet meets the MN DNR your local Soil and Water Conservation shall install appropriate erosion control and review the 'bullet points' on the bottom ocal, state, or federal authority that might	Nov. 27, 2023

#### Conditions



#### Applicant Information

Name		Organization	Address	Email Pho	ne Number(s)
Gary Mathis	i		12156 590th Street Gonvick, MN 56644	tel:21 mobi fax:	<b>8-487-5358</b> le:
Genera	Information			1	
(1) The prop	osed project is a:				
Tiling					
(2) Legal De	scription				
(3) County: (	Clearwater Township	p: Hangaard Range: 38 Sect	tion: <b>28</b> 1/4:		
(4) Describe	in detail the work to	be performed. random tile -	gravity outlet		
(5) Why is th	is work necessary? I	Explain water related issue/p	roblem being solved.		
Status	is work necessary? I	Explain water related issue/p	roblem being solved.		Date
(5) Why is th Status Status Approved	Notes P.A. #23-207 – G approves the Ra Right-of-Way, ap specs/conditions downstream of t **Applicant shall riprap with filter requirements, if District (SWCD) measures for en- half of the applic	ary Mathis Clearwater Coundom Tile project with multiplicant shall contact the applicant shall contact the applicant shall contact the and/or pump station the tile and/or pump station tensure that all disturbed a fabric is placed at the tile of any. **Prior to any work, woffice to inquire about postergy dissipation at the tile tation. This permit does no	nty – Hangaard Township – Section httple gravity outlets. If any work is ppropriate road/ditch authority for act the road authorities when cutt at the road authorities when cutt (s) outlets, applicant shall ensure areas are seeded with appropriate putlet(s).** Applicant shall ensure e also recommend that you conta- sible wetland concerns.** Applican outlet(s). ■ Note: Please be aware	on 28 The Red Lake Watershed District (RL within a public road and/or public ditch their approval and must meet their ing through roads when applicable. Directl that adequate grade and drainage is provi seed mixture and that consideration for ro that the tile outlet meets the MN DNR ct your local Soil and Water Conservation it shall install appropriate erosion control of and review the 'bullet points' on the bo n local, state, or federal authority that migh opher 1. (1-800-252-1166) T.O.	WD) y ded. ock Nov. 27, 2023

#### Conditions



#### Applicant Information

Name		Organization	Address	Email Phon	e Number(s)
Cole Schmit	z		16694 130th Ave SW Red Lake Falls, MN 56750	tel: <b>218</b> mobile fax:	-416-0140
General	Information			· · · ·	
1) The prope	osed project is a:				
No work typ	e selected.				
2) Legal Des	scription				
3) County: R	Red Lake Township:	Red Lake Falls Range: 44 S	Section: 5 1/4:		
(4) Describe	in detail the work to t	be performed. clean ditch			
			roblern being solved. <b>ditch isn't draini</b> i	ng properly	
5) Why is thi			roblem being solved. <b>ditch isn't draini</b> n	ng properly	
			roblem being solved. <b>ditch isn't draini</b> n	ng properly	Date
(5) Why is thi Status	Notes P.A. #23-209 – Co approval to clean driveway. All exc faces. Current flo agriculture land r applicant shall cont Holder shall cont permit applicant	Explain water related issue/pro- ple Schmitz Red Lake Coun the East side road ditch al avation shall be consistent w patterns shall remain "a routed to the ditch that was potact the appropriate road act the road authorities wh	ity – Red Lake Falls Township – Sec long 130th Ave SW approximately 2 t with the existing road and ditch slo is-is" and there shall be no additiona is cleaned. If any work is within a pub l/ditch authority for their approval ar ien cutting through roads when app I authority that might require their ap	ng properly tion 5 Red Lake Watershed District (RLW i0' to the North and South of the applican pes and there shall be no vertical excava I drainage area or flows from the adjacen lic road and/or public ditch Right-of-Way d must meet their specs/conditions. Perr icable. This application does not exempt proval. Applicant is responsible for utilit	D) ts tion t Nov. 27, 2023 nit the



#### **Applicant Information**

Name		Organization	Address	Email Ph	none Number(s)
Trent Wayne	9		23500 330th Ave SW Fisher , MN 56723		<b>218-289-0532</b> Ibile: ::
General	Information		I		
.,	osed project is a: inage (New Ditch o	r Improvement)			
Other					
(2) Legal Des	,	Lake Pleasant Range: 44 S	Section: 18 1/4		
., .		be performed. drain ditch	9660011. <b>10 1</b> /4.		
(.,======		be perioritied aratin alteri			
(5) Why is thi	s work necessary? I	Explain water related issue/p	problem being solved. flooding		
(5) Why is this <b>Status</b> Status	s work necessary? E	Explain water related issue/p	problem being solved. flooding		Date
Status	Notes P.A. #23-212 – Tr (RLWD) approve existing road and there shall be no any work is withi for their approva through roads w Prior to any work inquire about po	ent Wagner Red Lake Cou s cleaning silt out of the d d ditch slopes and there si additional drainage area n a public road and/or pul l and must meet their spec hen applicable. Applicant t, we also recommend that ssible wetland concerns.	Inty – Lake Pleasant Township – S itch that has blown in from the win hall be no vertical excavation face or flows from the adjacent agricult olic ditch Right-of-Way, applicant s cs/conditions. Permit Holder shall shall ensure that all disturbed area t you contact your local Soil and V This permit does not exempt the p	Section 18 The Red Lake Watershed Distri nd. All excavation shall be consistent with s. Current flow patterns shall remain "as- ture land routed to the ditch that was clear shall contact the appropriate road/ditch a contact the road authorities when cutting as are seeded with appropriate seed mixt Vater Conservation District (SWCD) office termit applicant from local, state, or federary y locates by calling Gopher 1. (1-800-252-	ict h the -is" and aned. If suthority g Dec. 1, 2023 ture. e to sal

#### Conditions



#### **Applicant Information**

		Organization	Address	Email Phone No	umber(s)
Jacob Malw	itz		16242 180th Ave SE Plummer, MN 56748	tel: <b>218-686</b> mobile: fax:	-0527
General	Information				
(1) The propo Tiling	osed project is a:				
(2) Legal Des	scription				
(3) County: F	Red Lake Township:	Emardville Range: 42 Section	on: <b>27</b> 1/4:		
(4) Describe	in detail the work to	be performed. pattern tile - g	gravity outlet		
(5) Why is thi	is work necessary? E	Explain water related issue/pr	roblem being solved. drainage		
Status Status	Notes				Date
	P.A. #23-213 – Ja (RLWD) approve ditch Right-of-Wa specs/conditions downstream of th **Applicant shall riprap with filter requirements, if a contact your loca Applicant shall in of and review the	s the Pattern Tile project w ay, applicant shall contact of a Permit Holder shall contact the tile and/or pump station ensure that all disturbed a fabric is placed at the tile of any, (as this drainage outle al Soil and Water Conserva istall appropriate erosion of bullet points' on the botto deral authority that might r	ith a multiple gravity outlets. If ar the appropriate road/ditch author act the road authorities when cutt (s) outlets, applicant shall ensure reas are seeded with appropriate butlet(s).** Applicant shall ensure it is a public water waterway). **P tion District (SWCD) office to inq control measures for energy dissi- tion half of the application. This pe	- Section 27 The Red Lake Watershed District by work is within a public road and/or public ity for their approval and must meet their ing through roads when applicable. Directly that adequate grade and drainage is provided. seed mixture and that consideration for rock that the tile outlet meets the MN DNR rior to any work, we also recommend that you uire about possible wetland concerns.** ipation at the tile outlet. I Note: Please be aware ermit does not exempt the permit applicant from s responsible for utility locates by calling	Date

#### Conditions



#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
		111 North 3rd St		tel:701-740-4553
Cathy Bergstrom, Trustee		Unit 111		mobile:
		Grand Forks, ND 58201		fax:

#### **General Information**

(1) The proposed project is a:

#### Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: Polk Township: King Range: 41 Section: 27 1/4:

(4) Describe in detail the work to be performed. install 2 culverts

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

#### Status

Status	Notes	Date
Approved	P.A. #23-214 – Cathy Bergstrom Trustee Polk County – King Township – Section 27 The Red Lake Watershed District (RLWD) approves to install new crossings for access to land contingent on the approval of the DNR and East Polk SWCD. The South location will need to be a 5' culvert or equivalent according to upstream in place culvert and the attached stream stat, and the North culvert will need to be a 36" culvert according to the upstream culvert in place and the attached stream stat. Applicant has been notified about needing a DNR permit as this is a public waters that the applicant wants to work in, applicant has also been notified to contact East Polk SWCD to comply with any issues they would have with adding the crossings. If any work is within a public road and/or public ditch Right-of-Way; applicant shall contact the road authorities when cutting through roads when applicable. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. **Applicant shall ensure that all disturbed areas are seeded with appropriate seed mixture and that consideration for rock riprap with filter fabric is placed at the tile outlet(s).** Applicant shall ensure that the tile outlet meets the MN DNR requirements, if any, (as this drainage outlet is a public water waterway). **Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns.** This permit does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Dec. 7, 2023
Received	None	Nov. 8, 2023

#### Conditions



#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Andrew Quam		32436 290th Ave SE McIntosh, MN 56556		tel: <b>218-280-0262</b> mobile: fax:
<b>General Information</b>	1			

(1) The proposed project is a:

#### Tiling

(2) Legal Description

(3) County: Polk Township: Badger Range: 42 Section: 8 1/4:

(4) Describe in detail the work to be performed. pattern tile - lift station/pump

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

#### Status

Status	Notes	Date
Approved	P.A. #23-215 – Andrew Quam Polk County – Badger Township – Section 8 The Red Lake Watershed District (RLWD) approves the Pattern Tile project with a pumped 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 when applicable. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. **Applicant shall ensure that all disturbed areas are seeded with appropriate seed mixture and that consideration for rock riprap with filter fabric is placed at the tile outlet(s).** Applicant shall ensure that the tile outlet meets the MN DNR requirements, if any. **Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns.** 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 applicant. This permit does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Dec. 7, 2023
Received	None	Nov. 8, 2023

#### Conditions



#### **Applicant Information**

		Organization	Address	Email Phone N	lumber(s)
Randy Myhr	e		22395 163rd Ave SE Red Lake Falls, MN 56750	tel: <b>218-68</b> mobile: fax:	6-4317
General	Information				
(1) The propc	osed project is a:				
Tiling					
(2) Legal Des	scription				
(3) County: R	ed Lake Township:	Terrebonne Range: 44 Sec	ction: <b>2</b> 1/4:		
(4) Describe i	in detail the work to	be performed. pattern tile -	gravity outlet		
(5) Why is thi	s work necessary? I	Explain water related issue/p	problem being solved. drainage		
Status					
<b>Status</b> Status	Notes				Date
	P.A. #23-218 – R District (RLWD) a public ditch Righ specs/conditions downstream of t **Applicant shall riprap with filter requirements, if contact your loca Applicant shall in of and review the	approves the Pattern Tile p nt-of-Way, applicant shall o s. Permit Holder shall cont he tile and/or pump station ensure that all disturbed fabric is placed at the tile any, (as this drainage out) al Soil and Water Conserva nstall appropriate erosion a 'bullet points' on the bott deral authority that might	project with multiple gravity outlets. I contact the appropriate road/ditch au tact the road authorities when cutting n(s) outlets, applicant shall ensure the areas are seeded with appropriate se outlet(s).** Applicant shall ensure the et is a public water waterway). **Prior ation District (SWCD) office to inquire control measures for energy dissipation tom half of the application. This perm	ship – Section 2 The Red Lake Watershed f any work is within a public road and/or thority for their approval and must meet their through roads when applicable. Directly at adequate grade and drainage is provided. ed mixture and that consideration for rock at the tile outlet(s) meets the MN DNR r to any work, we also recommend that you e about possible wetland concerns.** tion at the tile outlet. I Note: Please be aware hit does not exempt the permit applicant from asponsible for utility locates by calling	Nov. 27, 2023

#### Conditions



#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Raymond Severts		41298 County Road 48 Middle River , MN 56737		tel: <b>218-686-5201</b> mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: Marshall Township: Veldt Range: 39 Section: 22 1/4:

(4) Describe in detail the work to be performed. install new culvert/crossing

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

#### Status

Status	Notes	Date
Approved	P.A. #23-219 – Sandra R Severts, Raymond Rybakowski Marshall County – Veldt Township – Section 22 Red Lake Watershed District (RLWD) approval to install a 48" culvert for a new field crossing, pending approval from Marshall County as they are the ditch authority of MJD 11 Br. 53. 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 when applicable. Applicant shall ensure that all disturbed areas are seeded with appropriate seed mixture and that consideration for rock riprap with filter fabric is placed at the tile/culvert outlets. This permit does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Nov. 27, 2023
Received	None	Nov. 20, 2023

#### Conditions



Status Report: Approved

#### **Applicant Information**

Name		Organization	Address	Email Phone N	umber(s)
Knute Knut	son	Knute Knutson	807 9th St NE P.O. Box 277 Red Lake Falls, MN 56701	tel: <b>218-689</b> mobile: fax:	-4195
General	I Information	<u>.</u>		- <u>I</u> <u>I</u>	
1) The prop	oosed project is a:				
	ainage (New Ditch o	r Improvement)			
2) Legal De		_			
		Gervais Range: None Section	on: <b>29</b> 1/4:		
		be performed. Clean Ditch			
(5) Why is th	nis work necessary? E	Explain water related issue/pro	oblem being solved. Silt has blown in	and filled in the ditch	
	Notes				Date
Status Status	P.A. #23-220 – Ki approves to clea this area are higl allow the require road and ditch sl shall be no addit work is within a their approval an roads. Directly d Applicant shall e riprap with filter if any. Applicant not exempt the p	n blown in silt out of ditch h hly erodible, and Red Lake M d seed needed to cover the lopes and there shall be no lonal drainage area or flows public road and/or public di ad must meet their specs/co ownstream of the culvert ou nsure that all disturbed are fabric is placed at the tile ou shall install appropriate ero permit applicant from local, s	bottom. Applicant shall be cautious Watershed District recommends wa e disturbed areas to establish. All ex vertical excavation faces. Current f s from the adjacent agriculture land iteh Right-of-Way, applicant shall co onditions. Permit Holder shall conta utlet, applicant shall ensure that add eas are seeded with appropriate seed utlet. Applicant shall ensure that the osion control measures for energy of	- 29 The Red Lake Watershed District (RLWD) as to not excavate too deep as the soils in iting until next spring to clean the ditch to cavation shall be consistent with the existing low patterns shall remain "as-is" and there routed to the ditch that was cleaned. If any ontact the appropriate road/ditch authority for ct the road authorities when cutting through equate grade and drainage is provided. d mixture and that consideration for rock e tile outlet meets the MN DNR requirements, dissipation at the tile outlet. This permit does t require their approval. Applicant is	

#### Conditions



#### Applicant Information

Name	1.20	Organization	Address	Email Pho	ne Number(s)
Matt Bitter		MnDOT	3920 Hwy 2 West Bemidji, MN 56601	tel:21 mobil fax:	<b>8-328-4796</b> e:
Genera	I Information				
(1) The prop	osed project is a:				
Culvert Inst	allation / Removal /	Modification			
(2) Legal De	scription				
(3) County: I	Beltrami Township: S	hooks Range: 36 Section: 24	<b>4</b> 1/4:		
(4) Describe	in detail the work to b	pe performed. replace existir	ng culvert with a new longer cul	vert	
(5) Why is th	is work necessary? E	xplain water related issue/pro	bblem being solved. <b>existing culv</b>	ert is failing	
	is work necessary? E	xplain water related issue/pro	oblem being solved. <b>existing culv</b>	ert is failing	
(5) Why is th <b>Status</b> Status	is work necessary? E	xplain water related issue/pro	oblem being solved. existing culv	ert is failing	Date
Status	Notes P.A. #23-221 – Ma Lake Watershed I work needs to oc necessary for ma inslope requirement mixture and that	att Bitter/Minnesota Departr District (RLWD) approval to ccur in order for property ov intenance purposes as 15" ents for safety reasons. Ap consideration for rock ripra	nent of Transportation Beltrami replace a failed 15" culvert with vner to continue to have access culverts fill in too frequently. T plicant shall ensure that all dist up with filter fabric is placed at t	ert is failing County – Shooks Township – Section 24 Re a new 18" culvert. Existing culvert is failing to TH1 via this entrance. Size increase is he culvert is getting extended as well to me urbed areas are seeded with appropriate see he tile/culvert outlets. This permit does not trequire their approval. Applicant is respon	ed g and pt ed Dec. 7, 2023
Status Status	Notes P.A. #23-221 – Ma Lake Watershed I work needs to oc necessary for ma inslope requirement mixture and that exempt the permi	att Bitter/Minnesota Departr District (RLWD) approval to ccur in order for property ov intenance purposes as 15" ents for safety reasons. Ap consideration for rock ripra	nent of Transportation Beltrami replace a failed 15" culvert with vner to continue to have access culverts fill in too frequently. T plicant shall ensure that all dist p with filter fabric is placed at t a, or federal authority that might	County – Shooks Township – Section 24 Re n a new 18" culvert. Existing culvert is failing to TH1 via this entrance. Size increase is he culvert is getting extended as well to me urbed areas are seeded with appropriate set he tile/culvert outlets. This permit does not	ed g and pt ed Dec. 7, 2023

Conditions



#### **Applicant Information**

Name		Organization	Address	Email Phone	Number(s)
Jordan Rien	deau		22095 200th Ave SE Plummer, MN 56748	tel: <b>218-6</b> mobile: fax:	34-5822
General	Information				
(1) The propo	osed project is a:				
Culvert Insta	Illation / Removal /	Modification			
2) Legal Des	cription				
3) County: R	ed Lake Township:	Poplar River Range: 42 Section	on: <b>8</b> 1/4:		
4) Describe i	n detail the work to l	pe performed. replace culvert			
5) Why is thi	s work necessary? E	xplain water related issue/prot	blem being solved. culvert rusted o	ut	
Status					
Status	Notes	The state of the	Section and the section of the	and the second	Date
Approved	approval to repla existing culvert. consideration for applicant from lo	ce a failed 18" culvert with a Applicant shall ensure that a rock riprap with filter fabric	new 18" culvert. Set new culvert Il disturbed areas are seeded with is placed at the tile/culvert outlet	ection 8 Red Lake Watershed District (RLWI at the same flowline/invert elevation as a appropriate seed mixture and that s. This permit does not exempt the permit I. Applicant is responsible for utility locates	) Dec. 7, 2023
and the second se					

#### Conditions

Red Lake Watershed District

Permit # 23-223

Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Gary & Patricia Purath		10504 250th St W Red Lake Falls, MN 56750		tel: <b>218-253-2600</b> mobile: fax:
General Information	······			·

(1) The proposed project is a:

#### Tiling

(2) Legal Description

(3) County: Red Lake Township: Terrebonne Range: 43 Section: 22 1/4:

(4) Describe in detail the work to be performed. Pattern Tile - Gravity Outlet

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

#### Status

Status	Notes	Date
	P.A. #23-223 – Patricia and Gary Purath Red Lake County – Terrebonne Township – Section 22 The Red Lake Watershed District (RLWD) approves the Pattern Tile project with a Gravity outlet. Applicant has received verbal permission from adjacent landowner to bring outlet tile across their field. 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 when applicable. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. **Applicant shall ensure that	
Approved	all disturbed areas are seeded with appropriate seed mixture and that consideration for rock riprap with filter fabric is placed at the tile outlet(s).** Applicant shall ensure that the tile outlet meets the MN DNR requirements, which are noted below. This designed outlet will be discharging into a public waters/legal ditch system (Beau Gerlot Creek) which will require fabric and rock at the outlet for energy dissipation, and there will be no changes to the course, current or cross-section of the existing channel. **Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns.** Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. In Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This permit does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Dec. 11, 2023
Received	None	Dec. 6, 2023

#### Conditions



#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Pennington County		250 125th Ave NE Thief River Falls, MN 56701		tel: <b>218-683-7017</b> mobile: fax:
General Information	tion			
(1) The proposed project is	s a:			

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: Pennington Township: Kratka Range: 41 Section: 16 1/4:

(4) Describe in detail the work to be performed. Place a centerline culvert on the north side of the bridge

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

#### Status

Status	Notes	Date
Approved	P.A. #23-224 – Pennington County Pennington County – Kratka Township – Section 16/17 The Red Lake Watershed District (RLWD) approves to install a 24" RCP North of the Kratka Bridge Project. The new pipe is needed due to the added embankment for the new bridge that will require the east side ditch to be narrowed resulting in the added pipe to help relieve any potential issues caused by the narrowing of the ditch. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. **Applicant shall ensure that all disturbed areas are seeded with appropriate seed mixture and that consideration for rock riprap with filter fabric is placed at the outlet(s).** This permit does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Dec. 12, 2023
Received	None	Dec. 11, 2023

#### Conditions

# Houston Cliff Crookston City Council Meeting Dec. 20, 2023





## Homes on the Houston Cliff

- Brian and Kari Olson 235 Houston
- Jean Westman 339 Houston
- Ken and Gail Myers 247 Houston
- Mary Farley 251 Houston
- Matt Huffman 257 Houston
- Margaret Harrington-Stephens 263 Houston
- Robbie Gregoire 297 Houston
- Dennis Larson 401 Hunter
- Total Market values for all 8 homes are estimated at 1.2 million plus any removal costs.

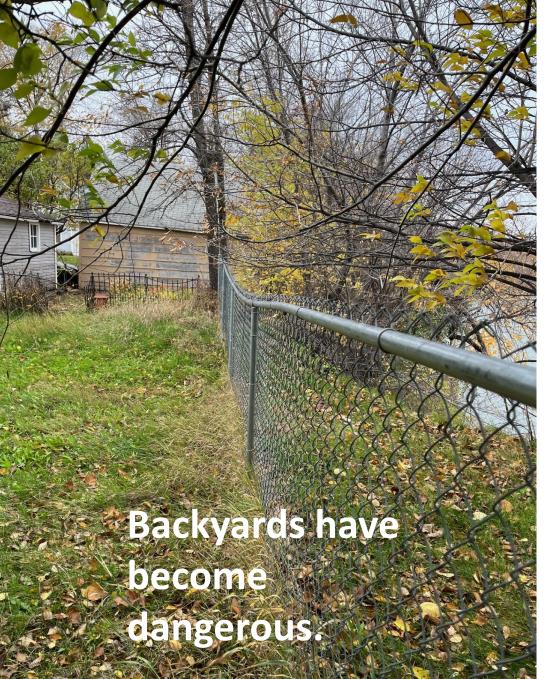
Large amounts of the bank have been washed away.



Fence posts have been moved further back several times.

## Large chunks have fallen

off.



## Ground washed away and now open over river.

Bank has been washed away to the edge of the deck.



## **Engineering Firms**

- American Engineering Technologies -No
- Houston Engineering-would hire a sub

Do not survey for residential work. Too much risk.

## These firms do residential work:

Braun (Fargo) Charles Hubbard-We have a proposal that excludes scientific testing.

Terracon (Grand Forks) Bill Olson



## Request

• We need our local city government, the City of Crookston, to partner with county, state, and government entities to find funding, correct the issues, and provide a clear path for the work. Keep in mind, often any money spent or remuneration for time can be reimbursed in many grants. Homeowners need a timeline and particulars of the project so that they can resume making decisions for their homes, their property, and their lives.



Braun Intertec Corporation 11001 Hampshire Avenue S Minneapolis, MN 55438

November 17, 2023

Proposal QTB187897

Ms. Gail Myers 235 Houston Avenue Crookston, MN 56716

Re: Proposal for a Geotechnical Risk Assessment Bank Instability along the Red Lake River 235-297 Houston Avenue and 401 Hunter Street Crookston, Minnesota

Dear Ms. Myers:

Braun Intertec Corporation submits this proposal to complete a geotechnical risk assessment for residential properties at 235-297 Houston Avenue and 401 Hunter Street in Crookston, Minnesota. The properties in question are located along an outer bend of the Red Lake River subject to bank instability.

#### **Project Information**

The eight properties in question are shown in Figure 1, from Google Earth. Progressive failure of the bank has impacted the properties and structures supported thereon. We understand that the impact is sufficiently severe to have caused agencies responsible for performing infrastructure maintenance and capable of implementing bank stabilization measures to avoid doing so, citing safety concerns.

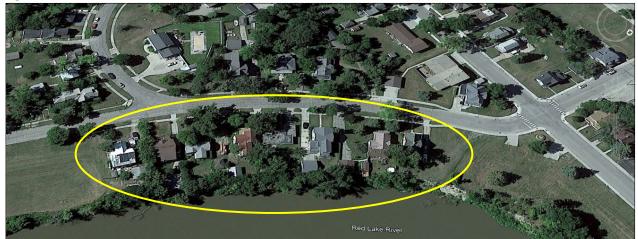


Figure 1. 235-297 Houston Avenue and 401 Hunter Street, Crookston, Minnesota

Ms. Gail Myers Proposal QTB187897 November 17, 2023 Page 2

#### **Purpose**

The purpose of our geotechnical risk assessment is to better qualify the impact of bank instability on the residential properties (including utility infrastructure) and determine if the structures supported thereon can remain as part of a bank stabilization project, or if abandonment of the properties is warranted.

#### **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

#### Reconnaissance

We will perform a reconnaissance of the ground and structures extending from the Red Lake River to Houston Avenue and Hunter Street. In addition to general site features (e.g., topography, drainage, etc.), we will observe and document visible evidence of bank instability (ground cracking, subsidence, and displacement), exterior impacts to structures (cracking, settlement, distortion), and impacts to area infrastructure (sidewalks, driveways, and roadways).

We will also be available to gather anecdotal information regarding the onset and progression of bank instability and structure distress from impacted property owners. (Note that, unless it appears there is an imminent risk of structure collapse or other threat to public safety, we will not offer opinions related to our stated purpose at that time, not having fully qualified our findings.)

#### **Risk Assessment**

We will use the information gathered from our reconnaissance to qualify the breath and severity of bank instability, along with damages and threats to structures and infrastructure, and develop opinions on:

- The continued progression (breadth and timing) of bank instability.
- Current and future threats to said structures and infrastructure.
- The scope (breadth and elements) of practicable stabilization options.
- Structure salvageability.

#### **Qualification of Stabilization Alternatives**

If it appears that one or more practicable stabilization options can be pursued that would allow existing structures to remain (and also be stabilized as needed), we will present a scope and associated cost for further evaluation. It should be noted that any stabilization alternative will require permits to perform the work. The permitting process may also impact the feasibility repair options. We anticipate that scope including exploratory borings, borehole instrumentation (slope inclinometer casings, which detect and confirm the depth and rate of ground movement associated with bank instability, along with piezometers, which confirms where groundwater is located within the bank), laboratory testing, and engineering analysis. We will also require civil assistance with ground and bathymetric survey to support our analyses.



Ms. Gail Myers Proposal QTB187897 November 17, 2023 Page 3

#### Report

We will prepare a report that includes:

- Documentation of our reconnaissance (including a plan and photos).
- The results of our risk assessment.
- Commentary on structure salvageability for use in a benefit-cost analysis.
- Descriptions of stabilization options (including design and construction considerations).
- Recommendations for further evaluation (if structure salvageability appears feasible).

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

#### Schedule

We can perform our reconnaissance within approximately one week of authorization. It is important to perform the work as soon as practical as snow will limit our ability to gather and provide confident opinions on the situation. We anticipate being able to submit a report within two weeks of performing the reconnaissance.

#### Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of **\$11,674**. The attached Project Proposal shows our estimated hours/units and hourly/unit rates. This fee does not include post-submittal consulting time or meetings with property owners or agencies (time which would be billed at the rates shown on the Project Proposal).

We will require prepayment of \$5,837, along with written authorization, prior to proceeding.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

#### **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.



Ms. Gail Myers Proposal QTB187897 November 17, 2023 Page 4

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, contact Charles Hubbard at 307.757.7954 or (chubbard@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Charles D. Hubbard, PE, PG Technical Leader, Principal Engineer-Geologist

ltwen \$

Steven P. Nagle, PE Vice President, Principal Engineer

Attachment: Project Proposal – QTB187897 General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date





## **Project Proposal**

#### QTB187897

**Geotechnical Risk Assessment** 

#### Client:

Gail Myers Gail Myers 235 Houston Ave Crookston, MN 56716 218-277-9494 Work Site Address: 235-297 Houston Ave and 401 Hunter St Crookston, MN Service Description: Geotechnical Risk Assessment

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Risk Assessment				
Activity 1.1	Geotechnical Risk Assessment				\$11,674.00
130	Principal Engineer	36.00	Hour	297.00	\$10,692.00
226	Project Manager	2.00	Hour	216.00	\$432.00
138	Project Assistant	2.00	Hour	125.00	\$250.00
1871	GEO Trip Charge	1.00	Each	300.00	\$300.00
			Ph	ase 1 Total:	\$11,674.00

Proposal Total: \$11,674.00

#### **General Conditions**

#### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

#### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

#### **Section 3: Your Responsibilities**

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.



**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.* 

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

#### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation 6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### Section 7: General Indemnification

**7.1** We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

#### Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

#### Tammy Audette

Anderson, Niki (She/Her/Hers) (DPS) <niki.anderson@state.mn.us></niki.anderson@state.mn.us>
Thursday, December 7, 2023 1:17 PM
Tammy Audette
RE: Red Lake Watershed District Acquisition Discussion
1. Acquisition Application list.docx; 1. Acquisition application.zip; 2. Notice of Voluntary
Participation - Property Site Inventory.docx; 3. FEMA Statement Assurances Property
Acquisition June 2023.pdf; 4. Declaration and Release.pdf; 5. Duplication of Benefits
Affidavit.doc; 6. Hazardous Materials Property Survey.docx; 7. FEMA Model Deed Form -
June 2023.pdf; 8. Voluntary Participation Form for Acquisition of Open Space.pdf; A.
Letter of Commitment of Funds.docx; B. Letter of Maintenance.docx; C. Sub-Recipient
Management Cost form.docx; E1. Acquisition-Demolition - FEMA-MN Submission Guide
(2).pdf; E2. Public Notice Template.docx; HMGP Application Certification.docx

Hey Tammy,

Currently this project is sitting in a grant that is due for me to submit all application materials to FEMA by 1/9/24. So, I would need all materials before that point since the HSEM application system is separate from the FEMA one. I would prefer to have everything submitted back to me at least a week in advance if possible. I am sending over all of the application materials to you to have a look over and see if you think RLWD would be able to get everything submitted in time. It is a lot of documents, and I would understand if that would not be feasible for you at this time, especially when there's a lot of stuff going on at the end of the year.

In addition to these documents there would need to be a geotechnical review that demonstrates 20% erosion rate over 5 years and is an immediate threat to property. Which the homeowner sounded like they might have already had someone look at the home and might have or could potentially obtain a report.

Having talked with my colleague we could also look at submitting this project for BRIC which will have a HSEM application deadline of February 2<sup>nd</sup>, 2024. BRIC is nationally competitive, but if it does not get chosen then we could also potentially submit it for 4722 HGMP funds which has a much longer application deadline period out in July 2024. HMGP would not be nationally competitive as it is funded through disaster declarations within the state of Minnesota.

But, this is all contingent on your board's decision so let me know what your thoughts are and the outcome of the Board of Managers meeting.

Kind regards,

Niki Anderson | HMP Homeland Security and Emergency Management Minnesota Department of Public Safety <u>hsem.dps.mn.gov</u> | <u>Follow DPS</u>



From: Tammy Audette <tammy.audette@redlakewatershed.org> Sent: Wednesday, December 6, 2023 3:11 PM To: Anderson, Niki (She/Her/Hers) (DPS) <Niki.Anderson@state.mn.us> Subject: RE: Red Lake Watershed District Acquisition Discussion



November 21, 2023

Red Lake Watershed District c/o Tammy Audette, Administrator 1000 Pennington Avenue South Thief River Falls, MN 56701

#### <u>SENT VIA U.S. MAIL & EMAIL TO:</u> TAMMY.AUDETTE@REDLAKEWATERSHED.ORG

#### Re: 2024 Hourly Rates Our File No. 13333-0001

Dear Tammy:

Thank you for placing your continued confidence in Rinke Noonan Law Firm to provide legal counsel to Red Lake Watershed District (the "District") for the purpose of advising it on matters related to its governance duties, authorities, and responsibilities as a Watershed District and unit of local government pursuant to Minnesota Statutes Chapter 103D. Rinke Noonan's terms of representation for the District are detailed in our 2021 Legal Services Agreement ("Agreement").

As noted in our 2021 Legal Services Agreement, from time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. Our Agreement with the District notes that we will notify the District of such adjustments which are reviewed on a yearly basis. In order to meet the unique needs of our public-sector, government clients, Rinke Noonan continues to provide a reasonable discount in billing rates when compared to representation of our private clients. For 2024, we have endeavored to keep our rate increase below the composite inflation rate for our government clients. Our rates for our government clients for 2024 are as follows:

Senior Attorneys (7+ Years Experience):	\$415/hour
Associate Attorneys (4-7 Years Experience):	\$330/hour
Associate Attorneys (0-3 Years Experience):	\$290/hour
Paralegals & Legal Technicians:	\$145-\$255/hour
Clerical Staff:	No Charge

The remaining terms of our representation can be found in the Agreement approved by the District

Suite 300 US Bank Plaza 1015 W. St. Germain St. P.O. Box 1497 St. Cloud, MN 56302 320.251.6700

www.rinkenoonan.com

Red Lake Watershed District November 21, 2023 Page 2

in 2021. If you have any questions regarding these rates or the terms of our representation, do not hesitate to contact me. On behalf of Rinke Noonan Law Firm, we appreciate the opportunity to continue representing the District and to work with it and its staff.

Sincerely,

<u>/s/ John C. Kolb</u>

John C. Kolb JCK/cmt

## **River Watch Jackets**

School	# of Jackets	Dollar Amount
Clearbrook-Gonvick	3	\$135.00
Red Lake County Central	2	\$90.00
Red Lake Falls	5	\$225.00
Win-E-Mac	4	\$180.00
Total	14	\$630.00

Small to Extra Large = \$45.00

2XL and up = \$49.00



www.mvp.usace.army.mil/Missions/Civil-Works/

email: RedLake@usace.army.mil

## **Red Lake Dam Water Control Manual Update**

### Do You Want to Submit Comments?

### By Dec 15, 2023:

- Mail Comment Cards
- Fmail

RedLake@usace.army.mil

(or use QR Code)



What do you want to change or stay the same at Upper or Lower Red Lake? What about at the Red Lake River (below the dam)? What water management options, resources, or issues should be studied?

#### We appreciate your valuable input!





US Army Corps of Engineers. St. Paul District

### **Red Lake Dam**

### Water Control Manual Update

#### comment card

Please check a category below that best describes you:

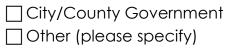
🗌 Public	С
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🗌 Media

Business/Industry

] Federal/State Government

🗌 Tribal Government



Please provide your comments below. What do you want to change or stay the same at Upper or Lower Red Lake? What about at the Red Lake River (below the dam)? What water management options, resources, or issues should be studied?

All comments received will be made available to the public, to include the possibility of being posted on a publicly accessible website. Individuals are requested not to include personal privacy information in their comments unless they do not object to such information being made available to the public.

#### If you would like to leave your contact information, please complete the following:

Name			
Address			
City		State	Zip
Phone	_Email _		
US Army Corps of Engineers ® St. Paul District			You can mail your comments to U.S. Army Corps of Engineers Attn: RPEDN 1332 Minnesota St., Suite E1500 Saint Paul MN 55101

email: RedLake@usace.army.mil

postage required

U.S. Army Corps of Engineers Attn: RPEDN 332 Minnesota Street, Suite E1500 Saint Paul MN 55101

#### DRAFT

#### 41<sup>st</sup> Annual Summit Conference– Jan 16-18, 2024 – West Fargo Convention Center Theme – **Shared Waters, Shared Responsibilities: Cross Boundary Partnerships Tuesday Jan 16, 2024**

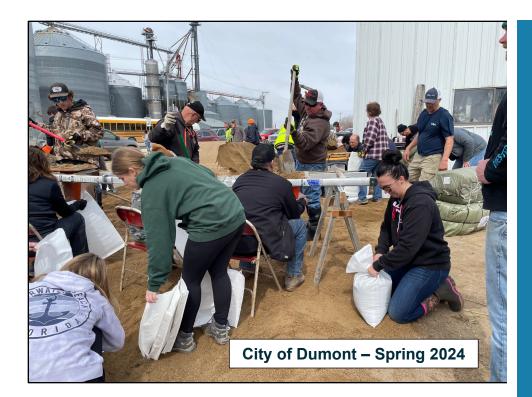
1 pm	Welcome & Introductions – Brian Holmer and Ted	Grand Ballroom	
1:30 pm	<b>Keynote : Jerry Doan</b> Building Soil Health and Improving Water Quality for the Next Generation; Creating excitement and diversification to bring the next generation back.	Grand Ballroom	
2:30 pm	Break & Exhibits	Fern	
3-4 pm	State of Agriculture in the Basin:	Grand Ballroom	
4-4:30 pm	Practicing Sustainable Ag	Grand Ballroom	
5:30-7:30 pm	Social	Fern	

#### Wednesday Jan 17, 2024

7:00 am	Continental Breakfast	Grand Ballroom	
8:30 – 9 am	Weather outlook National Weather Service	Grand Ballroom	
9-10:15	Agriculture Climate Solutions	Grand Ballroom	
10:15- 10:45	Break	Fern Hall	
10:45-12 pm	Lightening Talks:	Grand Ballroom	
12-12:45 pm	Lunch:	Grand Ballroom	
1-3 pm Afternoon – basin activities	Break Out Sessions – Grand Ballroom	Elm	Dogwood
3-3:30 pm	Break/Exhibits	Fern Hall	
3:30-5 pm	Plenary:	Grand Ballroom	
6:00 pm 6:30 pm	Social- Cash Bar Banquet: Leadership Award Silent Auction Winners	Grand Ballroom	

#### Thursday Jan 18, 2024

7:00 am	Continental Breakfast:	Grand Ballroom
8:30 am	Annual Meeting <ul> <li>Board chairman report</li> <li>Exec director report</li> <li>Financial/Audit report</li> </ul>	Grand Ballroom
9:30 - 10:00	Break	Fern
10:00 -11:30 am	Plenary Session	Grand Ballroom
11:30 – 12:15 PM	IRRWB/ IJC	Grand Ballroom
12:15 PM	Lunch: Conference Wrap-Up Grand prize drawing	Grand Ballroom



## JANUARY 16, 2024 LEGISLATIVE OPEN HOUSE

#### 2024 Legislative Priorities:

Please join the Red River Watershed Management Board (RRWMB) to hear about 2024 legislative priorities related to water storage and flood mitigation efforts in the Red River Basin of Minnesota. RRWMB membership will be present to answer questions about water storage, flood mitigation, water quality, and habitat projects currently underway. RRWMB membership will also discuss funding needs for existing projects currently in the RRWMB funding process.

## **RSVP:** The RRWMB requests that legislators please RSVP with lan Marsh or Rob Sip:

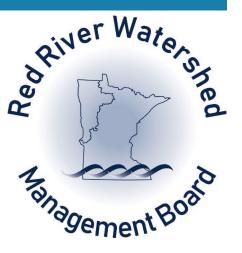
**Contact Information:** Robert L. Sip Executive Director 11 Fifth Avenue East, Suite 2 Ada, MN 56510 rob.sip@rrwmb.us 218-474-1084 (Cell)

Ian Marsh, Senior Principal Park Street Public 525 Park Street St. Paul, MN 55103 ian@parkstreetpublic.com 612-203-9948 (Cell) Marriott Hotel and Convention Center, Moorhead, MN – 10:00 a.m. to 12:00 p.m.

Refreshments and Lunch to be provided

1000,000 Acre-feet of Water Storge in Progress

60 + Flood Projects and Over 300 Farmstead Ring Dikes Completed



#### **Administrator's Report**

December 14, 2023

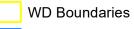
**Minnesota Watersheds:** Staff members Audette, Rychlock, Hanson, Bushy, Kallis and Huseth participated in the Minnesota Watersheds Annual meeting. I'd like to thank the Board, for allowing staff to participate in the event. This is a good opportunity for our staff to see the various projects going on throughout the state, which create new ideas, engagement, and contacts.

**Crescent Avenue Project:** Emails and phone calls were made to the two additional landowners on the Crescent Avenue Project. I was finally able to speak with one landowner who indicated that they are not interested in pursuing the bank stabilization project behind their home. The other landowner has not returned my phone call or email.

**Grand Marais Subwatershed:** BWSR is requesting that the District and the Middle Snake Tamarac Watershed District hold a meeting for discussion purposes on the boundary of the Grand Marais Creek Subwatershed and the potential of realigning the boundary between both watersheds. I have asked Myron Jesme to participate in the call.

## **Grand Marais Creek Outlet Planning Overlap**

### Legend



1W1P Boundaries

Real

Source: Esrl, Maxar, Geoleye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

6 Miles