

RED LAKE WATERSHED DISTRICT

June 8, 2023

9:00 a.m.

Agenda

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	May 25, 2023 Minutes	Action
	Financial Report dated June 7, 2023	Action
	League of Minnesota Cities-Property Casualty Coverage Premium	Action
	Ring Dike – Quote opening June 6, 2023 Beich Ring Dike, RLWD Project No. 129AY Fladeland Ring Dike, RLWD Project No. 129AX	Info./Action
	Polk County Ditch 99 Outlet Stabilization Project, Red Lake River 1W1P, RLWD Project No. 149-RRWMB Funding	Information
	Parnell Impoundment, RLWD Project No. 81 Craig Stroot Land Rental Agreement	Action
	West Polk SWCD Funding Request-Crookston Township	Info./Action
	BWSR-Watershed Manager Orientation	Information
	Permits: No. 23037, 23044, 23052, 23057-23061, 23063-23066, 23069-23070, 23073-23075, 23071-23072	Action
	Advisory Board Tour	Information
	Administrators Report	Information
	Legal Counsel Update	Information
	Managers' updates	Information
	Adjourn	Action

UPCOMING MEETINGS

June 12, 2023	Thief River 1W1P Advisory Committee, 9:00, Policy Committee, 10:00 a.m.
June 14, 2023	Red Lake River 1W1P Policy Committee meeting, 9:30 a.m.
June 19, 2023	Juneteenth Day-Office Closed
June 20-21, 2023	MN Watersheds (MAWD) Summer Tour, Albert Lea
June 26, 2023	RLWD Advisory Committee Tour
June 27, 2023	RRWMB, Ada 10:00 a.m.
June 29, 2023	RLWD Board Meeting, 9:00 a.m. (Note Change of Date)
July 4, 2023	Independence Day-Office Closed
July 28, 2023	BWSR Watershed Manager Orientation, 9:00 a.m. -12:00, Warren
August 16-18, 2023	MACATFO & MADI Drainage Conference

DRAFT

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
May 25, 2023

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

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

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

The Board reviewed the May 11, 2023, minutes. Motion by Sorenson, seconded by Anderson, to approve the May 11, 2023, Board meeting minutes as presented. Motion carried.

The Board reviewed the Financial Report dated May 24, 2023. Motion by Tiedemann, seconded by Page, to approve the Financial Report dated May 24, 2023, as presented. Motion carried.

Administrator Jesme stated that due to the velocity of water that came through the highway culvert upstream of the Demarais/Hanson Project, RLWD Project No. 149, it is recommended that the District place larger boulders below the outlet of the culvert and approximately 150 feet downstream, along with several bends located downstream. Engineer Tony Nordby, Houston Engineering, Inc., stated that he does not recommend casting any material onto the slopes as they are fragile. Motion by Page, seconded by Ose, to authorize District staff the authority to hire a contractor to install larger boulders at the Demarais/Hanson Project, RLWD Project No. 149. Motion carried.

Administrator Jesme stated that in July 2022, Travis Giffen with the City of Thief River Falls, appeared before the Board to discuss local projects on the Red Lake River within the City of Thief River Falls, that the District had partnered on with the City of Thief River Falls. The Board had agreed to support/partner with the City of Thief River Falls for repairs to the project due to the 2022 spring flood event. The Red Lake River Fishing Pier, RLWD Project No. 97A, was completed in 1998, with the District completing the bank stabilization part of the project and the City installing the fishing pier. The City has repaired the fishing pier by jacking concrete under the pier. FEMA funded a portion of the rock and bank stabilization project with the City, but in Jesme's field review with Mr. Giffen, it was determined that additional riprap should be included to stabilize the bank at an approximate cost of \$5,000. Motion by Tiedemann, seconded by Dwight, to approve a cost share up to \$5,000 for additional riprap for the Red Lake River Fishing Pier Project, RLWD Project No. 97A. Motion carried.

Administrator Jesme noted that at the May 11, 2023 meeting, the Board authorized the District staff to look at the structures on the Farnes Pool/Elm Lake, RLWD Project No. 52 and the Lost River Pool, RLWD Project No. 17. Jesme stated that Engineer, Jeff Langan, Houston

Engineering, Inc., will be reviewing both project structures, at a time when a drawdown of the pools can be completed.

Quotes for the Fladeland Ring Dike, RLWD Project No. 129AX and the Beich Ring Dike, RLWD Project No. 129AY, will be opened at 4:00 p.m., on June 6, 2023, at the District office. Administrator Jesme stated that we did receive a signed funding agreement from the MnDNR for both ring dikes.

The Board reviewed a request from the Red Lake SWCD for cost share on the Les Gervais Structure Replacement Project, located in Section 34, Louisville Township, Red Lake County. The total cost of the project is \$109,780.38, with a cost share request of \$5,000.00 from the District. Motion by Page, seconded by Sorenson, to approve the cost share request in the amount of \$5,000.00 for the Les Gervais Structure Replacement Project, from the District's Erosion Control Funds, RLWD Project No. 164. Motion carried.

The Board reviewed a request from the East Polk SWCD for cost share on the Dave Kiecker WASCOD Project, located in Section 23, King Township, Polk County, which will be in part funded by the Clearwater River 1W1P and East Polk SWCD Base Funding. The total project cost of the project is \$55,023.47, with a cost share request of \$20,753.52 from the District. Motion by Sorenson, seconded by Anderson, to approve the match cost share request in the amount of \$20,753.52 for the Dave Kiecker WASCOD Project, from the Clearwater River 1W1P, RLWD Project No. 149C. Motion carried.

The Board reviewed a Services Agreement from Houston Engineering, Inc., for the Red Lake River 1W1P Assessment and Update, RLWD Project No. 149 in the amount of \$40,300. Administrator Jesme indicated that the Red Lake River 1W1P was awarded a grant from BWSR to complete a Mid-point Assessment that will determine if we are spending money in the priority areas. The plan will also be streamlined so that it is easier to read. Jesme reminded the Board that the Red Lake River 1W1P was a pilot project, therefore this will be beneficial as we proceed with future projects. Motion by Dwight, seconded by Ose, to approve moving into a contract agreement with Houston Engineering, Inc., in the amount of \$40,300, for completion of a Midpoint Assessment of the Red Lake River 1W1P, RLWD Project No. 149. Motion carried.

Administrator Jesme reviewed an Addendum to Proposal from HDR Engineering, Inc., for an additional \$8,000 for engineering services for the County Ditch 99 Outlet Stabilization Project, RLWD Project No. 149. Jesme stated that the project length was extended from 800 to 1100 feet, which required additional engineering services, an extra site visit, and two additional alternatives were reviewed. Motion by Sorenson, seconded by Page, to approve the Addendum to Proposal from HDR Engineering, Inc., for an additional \$8,000 of engineering services for the County Ditch 99 Outlet Stabilization Project, RLWD Project No. 149. Motion carried. Jesme stated that this project has three phases: 1) box culvert-Polk County; 2) bank stabilization; 3) outlet stabilization. Jesme reviewed the summary of construction costs and potential funding sources, stating that the District could request the entire portion of the 2023 RRWMB Water Quality Base Funding for this project. Motion by Anderson, seconded by Tiedemann, to request the entire amount of 2023 allocation of Water Quality Base Funding from the RRWMB. Motion carried. Polk County and FEMA funds will cover \$126,000.00 of projects costs. Jesme indicated

that the project was granted an MPCA 319 Grant in the amount of \$164,280.00, which gives the project a shortage of approximately \$275,085.14 to complete construction. Motion by Ose, seconded by Sorenson, to commit up to \$280,000 for construction of the Polk County Ditch 99 Outlet Stabilization Project, RLWD Project No. 149 and that whatever amount is received from the Red River Watershed Management Board be subtracted from the District's share. Motion carried. Jesme indicated that there is a potential of receiving funding from the Red Lake River 1W1P, and if funds are received they will be deducted from the District's contribution.

Staff member Tammy Audette stated that the District will receive \$580,557.16 from FEMA and the State of Minnesota for damages to projects from the 2022 Disaster Declaration. The District has received all the money, less 10% of the State's share in the amount of \$14,538.93. The remaining 10% will be received at close out of the project. Several projects will be repaired this summer.

At 9:30 a.m. President Dale M. Nelson stated that the quote opening for the Thibert Dam Rehabilitation Project, RLWD Project No. 50F, would be conducted. Legal Counsel Sparby noted the time and that no further quotes would be accepted after the 9:30 a.m. quote submittal deadline. Quotes were opened and amounts were publicly announced and are on file at the District office. The following quotes were received: Olson Construction, \$85,403.54; Anderson Excavating, \$116,457.65; and Gladen Construction \$399,718.50. Motion by Ose, seconded by Tiedemann, and passed by unanimous vote to accept the apparent low quote from Olson Construction, in the amount of \$85,403.54 for the Thibert Dam Rehabilitation Project, RLWD Project No. 50G, contingent upon the approval by Legal Counsel Sparby, District Staff, and the NRCS Project Engineer in their review of the quote documents. The Engineers Estimate for construction of the project was \$109,195.00.

The Board reviewed the permits for approval. Motion by Ose, seconded by Page, to approve the following permits with conditions stated on the permit: No. 23001, Ben Gunvalson, Equality Township, Red Lake County; No. 23004, Knute Knutson, Gervais Township, Red Lake County; No. 23007, Mike Gasper, Fanny Township, Polk County; No. 23009, Euclid Township, Euclid Township, Polk County; No. 23010, Mailea Family Trust, Hickory Township, Pennington County; No. 23011, 23012 and 23013, Poplar River Township, Red Lake County; No. 23021, Knute Knutson, Gervais Township, Red Lake County; No. 23025, MnDOT, Grand Forks Township, Polk County; No. 23030, Kolstoe Farms, Garnes Township, Red Lake County; No. 23040, Goodwin Farms, Keystone Township, Pennington County; No. 23043, Todd and Debra Stanley, Lee Township, Beltrami County; No. 23045, Branden and Bobby Narlock, Gervais Township, Red Lake County; No. 23051, Pennington County, Sanders Township, Pennington County; No. 23054, Marshall County Highway Department, Agder Township, Marshall County; No. 23055, Tyler and Trisha Champ, North Township, Pennington County; and No. 23062, North Township, Pennington County. Motion carried.

The Minnesota Association of Counties Auditor Treasurers Financial Officers (MACATEO) along with the Minnesota Association of Drainage Inspectors (MADI) will host a drainage conference August 16-18th in St. Cloud.

Administrator Jesme stated that Melissa Bushy has accepted the position as Office Manager effective June 5, 2023. Jesme indicated that Bushy's salary was set at \$26.45 per hour which is between Steps 6 and 7 of the District salary structure for Office Manager, will be granted 3-weeks' vacation for eight years of previous experience, and will move up to 4 weeks' vacation after two years of service to the District. Motion by Tiedemann, seconded by Page, to approve the hiring of Melissa Bushy as District Office Manager, effective June 5, 2023, including pay and benefits as stated. Motion carried.

Administrator Jesme reviewed a proposal on behalf of the District Staff members for the consideration of Summer hours. Jesme stated that Staff are requesting Summer hours from Memorial Day weekend to Labor Day weekend, which would entail working Monday – Thursday, 7:00 a.m.-4:30 p.m. (9-hour days) and Friday, 8:00 a.m. – 12:00 p.m. (4-hour day), therefore closing the office at noon on Friday's. Consideration would be given for construction activities and water sampling schedule as per approval by the Administrator. The Administrator will report back to the Board at the end of the summer, with the understanding that the benefit could be taken away, if abused or deemed unworkable. Motion by Sorenson, seconded by Tiedemann, to approve the request of District Staff for summer hours between Memorial Day weekend and Labor Day weekend, as listed in the proposal. Motion carried with Manager Ose opposed.

Administrators Update:

- Jesme and Manager Ose participated in the RRWMB meeting on May 16th in Ada.
- Jesme attended the Drainage Workshop (DWG) meeting in Alexandria on May 22nd.
- BWSR is holding a meeting today, to update all members of "Minnesota Watersheds" on legislative items of interest. Jesme will update the Board at the next meeting.
- The Mud River Project team will meet at the District office on June 5th at 10:00 a.m.
- There will be a Thief River 1W1P Planning Work Group meeting at 1:00 p.m., June 5th. This meeting is in preparation for the Advisory/Policy Committee meeting to be held June 12th at the District office.
- Just a reminder that the District office will be closed on May 29th for Memorial Day.

Legal Counsel Sparby informed the Board that Keystone Township, et.al., has filed a petition to the Supreme Court for the Improvement to Polk County Ditch 39, RLWD Project No. 179. The District has 21 days to present a response to the Supreme Court, in which the Supreme Court has approximately 30-60 days to determine if they will grant the review.

Manager Dwight discussed the May 23rd, Upper Red Lake 1W1P Policy Committee meeting, referring to scheduling conflicts for future meetings.

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

RED LAKE WATERSHED DISTRICT
Financial Report for June 7, 2023

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding FICA, Fed & Medicare (5-24-23 payroll)	\$ 4,088.50
online	MN Department of Revenue	Withholding taxes (5-24-23 payroll)	\$ 734.77
online	EFTPS	Withholding FICA, Fed & Medicare (5-31-23 payroll)	\$ 222.12
online	MN Department of Revenue	Withholding taxes (5-31-23 payroll)	\$ 56.18
40729	BP Excavating LLC	voided check	
40730	BP Excavating LLC	Reprinted lost check #40478 for \$500.00	
40731	Environmental Systems Research	6 ArcGIS licenses	\$ 420.00
40732	Brodin Comfort Systems	Hi-Efficiency Natural Gas Boiler, 2 Cental Air Conditioner	\$ 25,414.00
40733	Cherry Road Media	Ad for Office Manager	\$ 192.00
40734	Dakota Mailing & Shipping	Ink Cartridge for Postage Machine	\$ 167.00
40735	EaZy Pack N Ship	Postage to mail package to Onset Computer Corp	\$ 26.18
40736	Emmitt Vettleson	Clean Office	\$ 140.00
40737	Erik Haman	Beaver Removal Proj. #26A	\$ 200.00
40738	Farmers Union Oil Company	Gas for Vehicles	\$ 1,103.59
40739	Houston Engineering	* see project detail below	\$ 30,824.25
40740	Hudson Electric LLC	Electrial work to get new furnace hooked up	\$ 945.71
40741	Hugo's #7	Meeting expense	\$ 187.50
40742	Jeremy Rychlock	Read/Observe levels Proj. #13	\$ 2,475.00
40743	League of MN Cities	Property/Casualty Premium	\$ 29,130.00
40744	Les's Sanitation	Garbage removal	\$ 35.74
40745	Lonnie Peck	Beaver Removal Proj. #81	\$ 100.00
40746	Marco	Monthly copier expense	\$ 143.62
40747	Martin Audette	Mowing - May 2023	\$ 595.00
40748	Northdale Oil Inc.	Gas for Vehicles	\$ 65.58
40749	Oil Boyz Express	Oil change and battery for vehicle	\$ 216.99
40750	Pennington SWCD	Expenses for Proj. #149A and #149	\$ 3,850.55
40751	Quality Spray Foan/Anderson	Maintanence Proj. #171A and #97A	\$ 6,795.00
40752	Quill Corporation	Office supplies	\$ 102.16
40753	Red Lake SWCD	Final Construction Voyager's View Proj. #149	\$ 35,211.60
40754	RMB Environmental Labs	Lab analysis of water quality samples	\$ 3,396.18
40755	Thief River Falls Times	Ads for Summer Intern	\$ 527.50
40756	TRF Hardware	Preen for gardens	\$ 14.99
online	WEX	Monthly fee	\$ 11.00
online	AT&T	Cell phone expense	\$ 413.42
online	Garden Valley Technologies	Internet expense	\$ 68.95
online	Northwest Service Cooperative	Staff Health insurance	\$ 8,704.69
online	Delta Dental	Dental insurance premium	\$ 597.06
online	Aflac	Staff paid insurance	\$ 335.80
direct	Brian Dwight	Mileage	\$ 536.38
direct	Terry Sorenson	Mileage	\$ 98.26
direct	Lindsey Kallis	Gas for vehicle	\$ 62.89
	Staff & Board Payroll	5/31/2023	15151.05
	Total Checks		\$ 173,361.21
	* Houston Engineering		
	Ring Dikes Proj. #129	\$	28,767.25
	Knutson Dam Structure #50F	\$	775.50
	Clearwater 1W1P Proj. #149B	\$	<u>1,281.50</u>
		\$	30,824.25
Banking	Northern State Bank		
	Balance as of May 24, 2023		\$ 158,269.55
	Total Checks Written		\$ (173,361.21)
	Receipt #25086 Monthly Interest		\$ 858.05
	Receipt #25090 Transfer from AFB to NSB		\$ 300,000.00
	Balance as of June 7, 2023		<u>\$ 285,766.39</u>

Current interest rate is .20%

American Federal Bank-Fosston

Balance as of May 24, 2023		\$ 6,308,928.93
Receipt #25085 50% Land Rent - Craig Stroot Proj. #81		\$ 2,121.90
Receipt #25087 Monthly Interest		\$ 12,017.62
Receipt #25088 Vonasek Mowing - repair on Proj. #175		\$ 1,737.00
Receipt #25089 League of MN Cities premium refund		\$ 204.00
Receipt #25090 Transfer from AFB to NSB		\$ (300,000.00)
Wire Fee		\$ (10.00)
Balance as of June 7, 2023		<u>\$ 6,024,999.45</u>

Current interest rate is 2.45%

Investments

Edward Jones	12 month CD 3.45%	<u>\$ 241,000.00</u>
Balance	Expiry 9-15-23	
Edward Jones	12 month CD 3.7%	<u>\$ 240,000.00</u>
Balance	Expiry 9-22-23	
Edward Jones	12 month CD 3.7%	<u>\$ 17,000.00</u>
Balance	Expiry 9-22-23	
Edward Jones	12 month CD 4.8%	<u>\$ 238,000.00</u>
Balance	Expiry 12-15-23	
Edward Jones	12 month CD 4.8%	<u>\$ 238,000.00</u>
Balance	Expiry 12-15-23	
Edward Jones	12 month CD 4.8%	<u>\$ 24,000.00</u>
Balance	Expiry 12-15-23	
Edward Jones	12 month CD 5.02%	<u>\$ 237,000.00</u>
Balance	Expiry 5-07-24	
Edward Jones	12 month CD 5.02%	<u>\$ 237,000.00</u>
Balance	Expiry 5-07-24	
Edward Jones	12 month CD 5.02%	<u>\$ 26,000.00</u>
Balance	Expiry 5-07-24	

\$ 7,808,765.84**Total Cash****Cash that has been received and earmarked for projects:**

2022 Grant Red Lake 1W1P Proj. #149	\$ 535,575.00
2022 Grant Thief River 1W1P Proj. #149A	\$ 264,946.00
2023 Grant Clearwater 1W1P Proj. #149B	\$ 487,363.00
Mid Point Grant Proj. #149	\$ 25,000.00
Chief Coulee Proj. #46S	<u>\$ 214,375.00</u>
	\$ 1,527,259.00

Payables committed to by board action:

TRF Reservoir Water Intake Proj. #63
Chief Coulee Proj. #46S

\$ 38,400.00
\$ 108,935.00
\$ 147,335.00

Total accessible cash (Est)

\$ 6,134,171.84



Invoice

Member Name and Address
Red Lake Watershed District
1000 Pennington Ave S
Thief River Falls, MN 56701-4013

Invoice Date
05/26/2023

Agent
North Risk Partners LLC
Po Box 10
Thief River Falls, MN 56701-0010
(218)681-1714

Account Number: 40007385
Account Type: Property/Casualty Coverage Premium
Current Balance: \$ 29,130.00
Minimum Due: \$ 29,130.00
Due Date: 07/12/2023

Summary of activity since last Billing Invoice	Date	Activity	Account Balance	Minimum Due
		Previous Invoice Balance	.00	
		Payments Received	-.00	
		Total of Transactions and Fees shown on reverse or attached	29,130.00	
See reverse side and attachments for additional information		Current Balance	\$ 29,130.00	\$ 29,130.00

Detach and return this Payment Coupon with your payment

Account Number 40007385	Invoice Date 05/26/2023	Due Date 07/12/2023	Current Balance \$ 29,130.00	Minimum Due 29,130.00
				Amount Enclosed \$ _____

Member Name Red Lake Watershed District

BILLING INVOICE - Return stub with payment - make checks payable to:

Mail payment 7 days before Due Date to ensure timely receipt

League of MN Cities Insurance Trust P&C
c/o Berkley Risk Administrators Company
222 South Ninth Street, Suite 2700
P.O. Box 581517
Minneapolis, MN 55458-1517



Invoice

Detail of activity since last Invoice		Transaction Amount	Minimum Due
Package 1003536-7 Agreement Period 07/12/2023 - 07/12/2024			
	Agreement Previous Balance	\$ 0.00	
	Renewal - PR 05/17/2023	\$ 22,365.00	
	Agreement Ending Balance	\$ 22,365.00	\$ 22,365.00
Excess 1003537-7 Agreement Period 07/12/2023 - 07/12/2024			
	Agreement Previous Balance	\$ 0.00	
	Renewal - PR 05/17/2023	\$ 6,765.00	
	Agreement Ending Balance	\$ 6,765.00	\$ 6,765.00
Defense Cost Reimbursement 1003538-7 Agreement Period 07/12/2023 - 07/12/2024			
	Agreement Previous Balance	\$ 0.00	
	Agreement Ending Balance	\$ 0.00	\$ 0.00
	Total Current Balance	\$ 29,130.00	
	Total Minimum Due		\$ 29,130.00



Invoice

Thank you for choosing us as your Coverage carrier. The following information is to assist you in reviewing your Billing Invoice.

Billing Inquiries: CONTACT YOUR AGENT FOR QUESTIONS ON YOUR AGREEMENT OR CHANGES IN COVERAGE. For billing inquiries, please call 1-612-766-3000

BILLING PROCEDURES

New Agreements and renewals: If your Agreement is issued after the date that coverage began, your first Billing Invoice for the agreement may include more than one installment payment due.

Application of Payments and Cancellation: If you pay more than the Minimum Due, the extra payment will be applied to your next installment proportionately to all agreements on your account. For Accounts owned on agreements with the same Due Date, the payment will be applied proportionately to all agreements with the same Due Date.

Minimum Due is the amount to pay to avoid any agreements on your account from going into a late pay status which could cause cancellation of coverage. If you fail to pay the Minimum Due by the Due Date, a Direct Notice of Cancellation for Non Payment may be issued for one or more agreements on your account. If your account has more than one agreement and you pay less than the Minimum Due, your payment will be applied first to amounts owed on agreements with the oldest balance due.

If we receive a payment after the cancellation effective date and we elect not to reinstate your agreement, the payment will be applied toward any unpaid earned premium on your account before any remainder is refunded.

After an agreement is cancelled, we will bill you for any unpaid earned premium. If you do not pay, the matter may be referred to collections.

Audit Premium: Any Audit Premium owed will be included in both Current Balance and Minimum Due balance shown on the Billing Invoice. Payment of Audit Premium is due in full by the Due Date. If Audit Premium is owed, your payment may be applied first to Audit Premium owed and then to amounts owed on agreements with the earliest Due Date. If special arrangements are needed for repayment of audit premium you MUST contact the Billing Unit at the number shown above for consideration of any such arrangements.

Refunds: Any refund due will be mailed from our office within 15 days after the Invoice date.

Payment address: ALL PAYMENTS SHOULD BE SENT TO OUR PAYMENT PROCESSING CENTER ALONG WITH THE PAYMENT COUPON. The address change from below is printed on the back of the payment coupon. If needed it may also be sent along with your payment to the Payment Processing Center at:

222 South Ninth Street, Suite 2700 Minneapolis, MN 55402 . Please do not send any other correspondence to the payment processing center.

CHANGE OF ADDRESS AND/OR NAME

PLEASE FILL IN THE NAME, AGREEMENT NUMBER AND CHECK APPROPRIATE BOX

- Name Change Only
- Name and Address Change
- Address Change Only

Name: _____

Address: _____

Former Name: _____

Address: _____

Agreement Number: _____

City: _____

State

Zip Code: _____

PLEASE REFER ALL OTHER CHANGES TO YOUR AGENT. THANK YOU.

SANDRA BEICH RINK DIKE				LUNKE'S INC		GLADEN CONSTRUCTION INC		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Cost	Unit Cost	Cost	AVERAGE UNIT BID AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1	\$2,500.00	\$2,500.00	\$13,500.00	\$13,500.00	\$8,000.00
2101.501	CLEARING AND GRUBBING	LUMP SUM	1	\$1,800.00	\$1,800.00	\$7,500.00	\$7,500.00	\$4,650.00
2104.503	REMOVE PIPE CULVERT	LIN FT	52	\$15.00	\$780.00	\$42.00	\$2,184.00	\$28.50
2106.507	EXCAVATION - COMMON (P)	CU YD	2560	\$5.25	\$13,440.00	\$5.00	\$12,800.00	\$5.13
2106.507	COMMON EMBANKMENT	CU YD	7928	\$8.25	\$65,406.00	\$15.00	\$118,920.00	\$11.63
2118.507	AGGREGATE SURFACING, CLASS 5	CU YD	80	\$30.00	\$2,400.00	\$85.00	\$6,800.00	\$57.50
2501.503	18" CS PIPE CULVERT	LIN FT	120	\$50.00	\$6,000.00	\$74.00	\$8,880.00	\$62.00
2501.503	18" CS PIPE APRON	EACH	4	\$368.00	\$1,472.00	\$449.00	\$1,796.00	\$408.50
2501.601	CANAL GATE FOR 18" CS PIPE	LUMP SUM	2	\$1,800.00	\$3,600.00	\$2,031.00	\$4,062.00	\$1,915.50
2511.507	RANDOM RIPRAP CLASS II	CU YD	5	\$125.00	\$625.00	\$250.00	\$1,250.00	\$187.50
2573.502	CULVERT END CONTROLS	EACH	2	\$75.00	\$150.00	\$50.00	\$100.00	\$62.50
2575.502	TURF ESTABLISHMENT	LUMP SUM	1.0	\$17,250.00	\$17,250.00	\$17,500.00	\$17,500.00	\$17,375.00
					\$115,423.00		\$195,292.00	
				LUNKE'S INC		GLADEN CONSTRUCTION INC		

ROBERT FLADELAND RING DIKE				ANDERSON EXCAVATING		OLSON CONSTRUCTION		GLADEN CONSTRUCTION		AVERAGE UNIT BID AMOUNT
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	
2021.501	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$12,500.00	\$12,500.00	\$8,500.00
2101.501	CLEARING AND GRUBBING	LUMP SUM	1	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$6,000.00	\$6,000.00	\$4,866.67
2106.507	EXCAVATION - COMMON (P)	CU YD	2347	\$4.00	\$9,388.00	\$4.50	\$10,561.50	\$5.00	\$11,735.00	\$4.50
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	7180	\$13.40	\$96,212.00	\$15.50	\$111,290.00	\$26.00	\$186,680.00	\$18.30
2118.507	AGGREGATE SURFACING (CV), CLASS 5	CU YD	20	\$25.00	\$500.00	\$25.00	\$500.00	\$90.00	\$1,800.00	\$46.67
2501.503	18" CS PIPE CULVERT	LIN. FT	64	\$36.72	\$2,350.08	\$57.54	\$3,682.56	\$74.00	\$4,736.00	\$56.09
2501.503	18" CS PIPE APRON	EACH	2.0	\$214.86	\$429.72	\$200.00	\$400.00	\$474.00	\$948.00	\$296.29
2501.601	CANAL GATE FOR 18" CS PIPE	EACH	2	\$1,709.40	\$3,418.80	\$1,824.00	\$3,648.00	\$2,100.00	\$4,200.00	\$1,877.80
2573.502	CULVERT END CONTROLS	EACH	2	\$50.00	\$100.00	\$100.00	\$200.00	\$50.00	\$100.00	\$66.67
2573.503	SILT FENCE, TYPE MS	LIN. FT	1,000	\$2.50	\$2,500.00	\$2.50	\$2,500.00	\$3.00	\$3,000.00	\$2.67
2575.502	TURF ESTABLISHMENT	LUMP SUM	1	\$11,386.00	\$11,386.00	\$11,386.00	\$11,386.00	\$12,500.00	\$12,500.00	\$11,757.33
					\$141,284.60		\$150,768.06		\$244,199.00	
				ANDERSON EXCAVATING		OLSON CONSTRUCTION		GLADEN CONSTRUCTION		



May 24, 2023

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

<delivered via email>

RE: Proposal – County Ditch 99 Slope Repair Construction Services

Dear Mr. Jesme,

HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for County Ditch 99 Slope Repair Construction Services.

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

Sincerely,

HDR Engineering, Inc.

Nathan Dalager, P.E.
Project Manager

Christine Wiegert
Vice President / MN-WI Area Manager

Encl: Proposal, County Ditch 99 Slope Repair Construction Services
HDR Engineering, Inc. Terms and Conditions for Professional Services
Budget Spreadsheet



Project Understanding and Scope of Services

HDR understands that the Red Lake Watershed District (RLWD) is interested in construction services for the County Ditch 99 Slope Repair project. It is also understood that HDR will be collaborating with the Polk County Highway Department (PCHD) for the construction supervision. This scope of work includes tasks and deliverables deemed necessary to complete the construction stage of the project and include the following:

1. Project Management & Coordination
2. Construction Services

Proposed Project Team

The project team will consist of HDR staff that has experience in construction engineering and documentation. The team may consist of the following staff:

Role	Staff
Client/Project Manager	Nate Dalager, PE
Water Resources Engineer	Dillon Nelson, PE
Design Technician / Inspector	Randy Knott
Geotechnical Engineer / Inspector	Kerrie Berg, PE

Scope of Services

1.0 Project Management & Coordination

This task consists of the overall management of the project, project communication, coordination of meetings, and contacting of Project partners.

- 1.1 **Project Management & Administration.** Monitor and control the Project budget, scope of work, and schedule; management of the Project goals and objectives; management and coordination of resources including staff scheduling and invoicing.
- 1.2 **Partner Coordination.** Schedule, review, prepare, participate, and coordinate with partners. Significant collaboration will occur with Red Lake Watershed District (RLWD), Polk County Soil and Water Conservation District (SWCD), and Polk County Highway Department (PCHD).

DELIVERABLES:

- Monthly invoices for each individual task and coordination with RLWD Administrator.

ASSUMPTIONS:

- Duration of the task is ~3 months.

2.0 Construction Services

This task includes the overall management of the construction for County Ditch 99 Slope Repair project.

- 2.1 **Respond to Bid Questions.** HDR will accept communication from bidders and respond to questions in coordination with the PCHD.

- 2.2 **Pre-construction Meeting.** An on-site meeting for up to two hours with the contractor will take place before construction begins.
- 2.3 **Construction Inspections.** This task includes on-site inspections during construction. 48 hours (which equates to 2 to 3 site visits a week for four weeks) have been designated for HDR staff which will include site inspection, field reports, and field and office communication with PCHD and other project partners. Construction inspection will be performed jointly by HDR and PCHD staff.

DELIVERABLES:

- Daily field reports detailing the progress and project status.

ASSUMPTIONS:

- Construction is estimated to take up to four weeks
- Construction inspection will be performed jointly by HDR and PCHD staff.

Fee Estimate

The design fee estimate for the completion of Tasks 1 and 2 is \$13,365 as outlined in the attached breakdown of tasks, hours, and expenses. This work will be performed on a time and materials not-to-exceed basis. HDR will invoice monthly based on work progress. Our estimated costs are based upon our local experience and understanding of the scope of work and assumptions listed. Should the scope of work be modified, it may be necessary to review scope changes and our cost estimate.

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

Regards,
HDR Engineering, Inc.

Nathan Dalager, PE, CFM
Project Manager/Engineer

Christine Wiegert
Vice President / MN-WI Area Manager

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





NOTICE TO PROCEED

Owner: **Red Lake Watershed District**

By: _____

Name: _____

Title: _____

Consultant: **HDR Engineering, Inc.**

By: *Christine Wiegert*

Name: Christine Wiegert

Title: Vice President / MN-WI Area Manager



HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

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

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

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

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

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

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

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

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

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

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

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

12. CHANGES

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

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

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

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

Business Group: Water		Business Class: 8 - Dams, Levees, Civil Works		8 Construction services for the CD 99 slope repair project.					
Project Name: County Ditch 99 Slope Repair Construction Services, Crookston MN		Project Manager: Nate Dalager							
Client: Red Lake Watershed District									
TASK NO.	Employee/Staff Name	RESOURCE CATEGORIES						TOTAL HOURS	FEE
		Dalager	Knott	Berg	Nelson	Jungers	Brenton		
	Billing Rates	Start Date	End Date						
1	Project Management	6/3/2023	12/1/2023						
1.1	Project Management	4.0	0.0	8.0	0.0	2.0	2.0	16.0	2,040
1.2	Partner Coordination	1.0	3.0	3.0	0.0	0.0	0.0	7.0	1,115
	Task Subtotal	5.0	3.0	11.0	0.0	2.0	2.0	23.0	3,155
2	Construction Inspection	6/3/2023	12/1/2023						
2.1	Respond to Bid Questions	0.0	3.0	3.0	0.0	0.0	0.0	6.0	885
2.2	Pre-construction Meeting	0.0	4.0	4.0	0.0	0.0	0.0	8.0	1,180
2.3	Construction Inspection	0.0	24.0	16.0	8.0	0.0	0.0	48.0	7,200
	Task Subtotal	0.0	31.0	23.0	8.0	0.0	0.0	62.0	9,265
GRAND TOTAL LABOR HOURS & COSTS		5.0	34.0	34.0	8.0	2.0	2.0	85.0	12420.0
		GRAND TOTAL EXPENSES							\$ 945
		GRAND TOTAL ESTIMATED COST and FEE							\$ 13,365

TASK NO.	DIRECT EXPENSES							Total	Total fee per Task
	Mileage	Airfare	Car Rental	Meals	Lodging	Equipment Rental	Printing / Plotting		
1	Project Management								
	0	0	0	0	0	0	0	0	\$ -
	90	0	0	0	0	0	0	0	\$ 68
	90	0	0	0	0	0	0	0	\$ 68
	\$ 68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68
2	Construction Inspection								
	90	0	0	0	0	0	0	0	\$ 68
	1080	0	0	0	0	0	0	0	\$ 810
	1170	0	0	0	0	0	0	0	\$ 878
	\$ 878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 878
	\$ 945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 945
	GRAND TOTAL EXPENSES							\$ 945	\$ 13,365

**Polk County Ditch 99 Outlet Stabilization
RLWD Projects 149 and 46R
Summary of Construction Costs and Funding**

	Encumbered		
	Funding Sources	Expenses	Remaining Budget
**Red Lake Watershed District	\$ 198,895.00	\$ -	\$ 198,895.00
RRWMB Base WQ Funding (Local)	\$ 173,333.00	\$ -	\$ 173,333.00
FEMA (Ditch Repair)	\$ 63,000.00	\$ -	\$ 63,000.00
*FEMA (Rip Rap)	\$ 63,000.00	\$ -	\$ 63,000.00
MPCA NKE 319 Grant Phase 1	\$ 164,280.00	\$ -	\$ 164,280.00
Ditch System Funds	\$ -	\$ -	\$ -
2022 1W1P WBF	\$ -	\$ -	\$ -
2024 1W1P WBF	\$ -	\$ -	\$ -
	\$ 662,508.00	\$ -	\$ 662,508.00
Engineer's Estimate	\$ 662,508.00		
Unknown/Overages	\$ -		

Construction Payments	Date	Total Amount	Amount Charged to Grants
Totals		\$0.00	\$0.00

*If FEMA does not cover the mitigated costs of \$63,000 for the rip rap, Polk County Ditch #99 will pay \$63,000 toward the Unknown/Overages. If FEMA covers the mitigation, then Polk County Ditch #99 will pay \$63,000 toward the Unknown/Overages. It should be noted that Polk County Drainage authority already provided the survey, assisted in the construction, and will assist with the inspection and supervision of the construction.

Technical and Engineering costs towards HDR Engineering was paid for by Red Lake River 1W1P funding. In-kind services for Technical and Engineering from Polk County Highway Department.

** At their meeting held May 25, 2023 the RLWD Board approved funding up to \$280,000 until such time as the RLR 1W1P can be reviewed. If any funding becomes available, the amount dedicated to the project will be reviewed.

Local Share
\$0.00

pay this portion of the project.

Overage costs.

e design,

inds

ch time alternative funding

by the RLWD will be reduced.

LEASE AGREEMENT

This Lease Agreement is made, effective the 1st day of January, 2023, by and between the Red Lake Watershed District, (hereinafter referred to as Lessor) and Craig Stroot, (hereinafter referred to as Lessee).

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

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

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

2. TERM. The term of this Lease shall be from the 1st day of January, 2023 through the 31st day of December, 2024, subject to earlier termination as provided in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:	Lessee:
Red Lake Watershed District	Craig Stroot
1000 Pennington Avenue South	13933 240 th Avenue SW
Thief River Falls, MN 56701	Euclid, MN 56722

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

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

LESSOR:

LESSEE:

Red Lake Watershed District

By: _____
Its: President

_____ Craig Stroot

STATE OF MINNESOTA)
) ss.
COUNTY OF PENNINGTON)

The foregoing was acknowledged before me this ____ day of _____, 2023, by Dale Nelson, known to me to be the President of the Red Lake Watershed District who executed the foregoing document on behalf of said Red Lake Watershed District.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF PENNINGTON)

The foregoing was acknowledged before me this ____ day of _____, 2023, by Craig Stroot.

Notary Public



West Polk Soil & Water Conservation District

528 Strander Avenue
Crookston, Minnesota 56716-2912
Telephone: 1-218-281-6070
www.westpolkswcd.org

AN EQUAL OPPORTUNITY EMPLOYER

06/06/2023

Myron Jesme, Red Lake Watershed District (RLWD) Administrator
Tammy Audette, Co-RLWD Administrator

Greetings,

West Polk SWCD is requesting cost share assistance from the RLWD for the installation of a grade stabilization structure located in section 13 of Crookston township.

Enclosed is the project cost estimate of \$8,800.00. West Polk SWCD would like to request funding assistance from the RLWD in order to offer 90% cost share (\$7,920.00) of the project. The landowners will be contributing the remaining 10% of the cost.

West Polk SWCD has partnered with the RLWD on similar projects in the past with productive results. This type of partnership has proven successful for the managing and protecting of the water resources in the Red Lake Watershed.

Thank you for your time and consideration.

Sincerely,

Nicole Bernd
District Manager
West Polk SWCD



- abraham
- Townships
- Sections



1 inch = 660 feet

WD Manager Orientation



What: 2023 Northwest MN Watershed District Manager Orientation/Refresher Training Opportunity

For Whom: New or “Experienced” WD Board Managers and County Commissioners

Hosted By: Brett Arne, Matt Fischer & Pete Waller, BWSR BCs

When & Where: Two different locations in July.

- **Wednesday, July 12, 2023 – Detroit Lakes**
 - 9:00 am – 12:00 pm
United States Fish & Wildlife Service Office
1732 North Tower Road
Detroit Lakes, MN 56501

- **Friday, July 28, 2023 – Warren**
 - 9:00 am – 12:00 pm
Marshall County Courthouse
Room 1 (Basement)
208 E Colvin Avenue
Warren, MN 56762

What will be discussed?

- Manager Roles and Responsibilities
- Watershed District Law (103D)
- Drainage Law (103E)
- Water Management & Conservation Universe
- Board/Staff Relationships
- Open Meeting Law/Data Practices
- Resources – WD Handbook

Do you want to attend?

Please RSVP to Brett, Matt, or Pete with location preference and to ensure we have enough refreshments

Brett Arne

- brett.arne@state.mn.us Ph: 218-850-0934

Matt Fischer

- matt.fischer@state.mn.us Ph: 218-766-6496

Pete Waller

- pete.waller@state.mn.us Ph: 218-770-3802



Permit # 23-037

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Elliott Solheim		27790 230th Ave SW Crookston, MN 56716		tel:218-289-0988 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Polk** Township: **Crookston** Range: **46** Section: **34** 1/4:

(4) Describe in detail the work to be performed. **Pattern Tile/Gravity**

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

Status

Status	Notes	Date
Approved	P.A. #23-037 – Elliot Solheim Polk County – Crookston Township – Section 34 The Red Lake Watershed District (RLWD) approves the pattern tile project with multiple gravity outlets. 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. 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. Applicant shall ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner. ■ Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 5, 2023
Received	None	April 11, 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 # 23-044

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Strickler Ag	Strickler Ag	10333 280th Ave NW Euclid, MN 56722		tel:218-289-1672 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Polk Township: Euclid Range: 47 Section: 10 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. **Improve Drainage**

Status

Status	Notes	Date
Approved	P.A. #23-044 – Strickler Ag Polk County – Euclid Township – Section 10 The Red Lake Watershed District (RLWD) approves the pattern tile project with pump outlet. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. 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. Applicant shall ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner. ■ Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 5, 2023
Received	None	April 17, 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 # **23-052**

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Paul Rutherford		30780 170th St. SW Euclid, MN 56722		tel:701-740-1559 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Nesbit** Range: **48** Section: **10 1/4**:

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

(5) Why is this work necessary? Explain water related issue/problem being solved. **Spring runoff washed out part of existing culvert**

Status

Status	Notes	Date
Approved	P.A. #23-052 – Paul Rutherford. Polk County – Nesbit Township Section 10 Red Lake Watershed District (RLWD) approval to replace a failed 24” culvert with a new 24” culvert. 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 install new pipe at the same flow line elevation as existing pipe. This application 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.	June 2, 2023
Received	None	May 8, 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 # 23-057

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
J-S Farmland GP	J-S Farmland GP	18 Crescent Key Bellevue, WA		tel:425-301-0728 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Lambert** Range: **41** Section: **32 1/4**:

(4) Describe in detail the work to be performed. **Clean out sand in the road ditch that the spring water had washed in and extend the culvert in the field entrance**

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

Status

Status	Notes	Date
Approved	P.A. #23-057 – J-S Farmland GP. Red Lake County – Lambert Township – Section 32 The Red Lake Watershed District (RLWD) approves to clean the silt in the road ditch. Red Lake Watershed District (RLWD) approval to clean north road ditch. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. Existing drainage/flow patterns shall not be changed or diverted. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 12, 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 # **23-058**

Status Report: **Approved**

Applicant Information

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Sanders** Range: **44** Section: **26** 1/4:

(4) Describe in detail the work to be performed. **Remove Line Pipe and install new pipe**

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

Status

Status	Notes	Date
Approved	P.A. #23-058 – Pennington County Highway Dept. Pennington County – Sanders Township – Section 26 The Red Lake Watershed District (RLWD) approves to remove a 18” culvert and install a new 18” culvert. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 17, 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 # 23-059

Status Report: **Approved**

Applicant Information

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Numedal** Range: **45** Section: **16 1/4**:

(4) Describe in detail the work to be performed. **Replace Culverts**

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

Status

Status	Notes	Date
Approved	P.A. #23-059 – Pennington County Highway Dept. Pennington County – Numedal Township – Section 9/16 The Red Lake Watershed District (RLWD) approves to replace multiple pipes along and near Pembina Trail. Culverts are rusting and starting to fail. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 17, 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 # 23-060

Status Report: **Approved**

Applicant Information

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Polk Centre** Range: **45** Section: **20 1/4**:

(4) Describe in detail the work to be performed. **Replace culverts**

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

Status

Status	Notes	Date
Approved	P.A. #23-060 – Pennington County Highway Dept. Pennington County – Polk Centre Township – Section 18/19/20 The Red Lake Watershed District (RLWD) approves to replace multiple pipes along and near Pembina Trail. Culverts are rusting and starting to fail. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 17, 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 # **23-061**

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
David Miller		15885 200th St. SE Red Lake Falls, MN 56750		tel:218-688-0760 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

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

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

(5) Why is this work necessary? Explain water related issue/problem being solved. **No entrance**

Status

Status	Notes	Date
Approved	P.A. #23-061 – David Miller. Red Lake County – Gervais Township – Section 22 The Red Lake Watershed District (RLWD) approves installing an 18" culvert for a new crossing to property. 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 is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 16, 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 # 23-063

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Enbridge Energy Limited Partnership	Enbridge Energy Limited Partnership	11 E. Superior Street, Suite 125 Duluth, MN 55802		tel:218-355-0808 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Lambert** Range: **41** Section: **1 1/4**:

(4) Describe in detail the work to be performed. **Excavate and temporarily remove a portion of an existing culvert to conduct routine pipeline maintenance on their existing Line 2. The culvert section will be reattached with two joint bands upon completion of the work.**

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

Status

Status	Notes	Date
Approved	P.A. #23-063 – Doug Casina/Enbridge Energy Limited Partnership Red Lake County – Lambert Township – Section 1 The Red Lake Watershed District (RLWD) approves the temporary removal and replacement of a 36" CMP with aprons at the described location on the permit application. (See Attached). Pipe line has a supply line under the culvert and needs it removed temporarily to conduct routine maintenance. 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 applicable. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	May 30, 2023
Received	None	May 17, 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 # 23-064

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Ronald Audette		20613 220th St. NW Viking, MN 56760		tel:218-686-9305 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Pennington** Township: **Norden** Range: **44** Section: **30** 1/4:

(4) Describe in detail the work to be performed. **Pattern Tile/Gravity**

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

Status

Status	Notes	Date
Approved	P.A. #23-064 – Ronald Audette Pennington County – Norden Township – Section 30 The Red Lake Watershed District (RLWD) approves the pattern tile project with gravity 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 install appropriate erosion control measures for energy dissipation at the tile outlet. 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 ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner. ■ Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 18, 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 # 23-065

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Wayne Vettleson		20499 350th Ave SE Trail, MN 56684		tel:218-686-2143 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Equality** Range: **40** Section: **26 1/4**:

(4) Describe in detail the work to be performed. **Install crossing for access to new barn**

(5) Why is this work necessary? Explain water related issue/problem being solved. **No current access**

Status

Status	Notes	Date
Approved	P.A. #23-065 – Wayne Vettleson. Red Lake County – Equality Township – Section 26 The Red Lake Watershed District (RLWD) approves installing an 18” culvert for a new crossing to property. 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 is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 19, 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 # 23-066

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Wayne Vettleson		20499 350th Ave. SE Trail, MN 56684		tel:218-686-2143 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Equality** Range: **40** Section: **23 1/4**:

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

(5) Why is this work necessary? Explain water related issue/problem being solved. **No current access**

Status

Status	Notes	Date
Approved	P.A. #23-066 – Wayne Vettleson. Red Lake County – Equality Township – Section 23 The Red Lake Watershed District (RLWD) approves installing an 18” culvert for a new crossing to property. 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 is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 19, 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 # 23-069

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Pennington County	Pennington County	None		tel:218-689-0330 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **River Falls** Range: **43** Section: **13 1/4**:

(4) Describe in detail the work to be performed. **Remove pipe and install longer pipe going into cemetery**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Pipe too short. Keeps washing out**

Status

Status	Notes	Date
Approved	P.A. #23-069 – Pennington County Highway Dept. Pennington County – River Falls Township – Section 13 The Red Lake Watershed District (RLWD) approves to remove a 96” culvert and install a new 96” culvert. Pipe is to short and washes out the crossing to the cemetery. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 1, 2023
Received	None	May 23, 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 # 23-070

Status Report: **Approved**

Applicant Information

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Kratka** Range: **41** Section: **8 1/4**:

(4) Describe in detail the work to be performed. **Remove & Replace culvert in driveway**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Too short. End slopes keeps washing out**

Status

Status	Notes	Date
Approved	P.A. #23-070 – Pennington County Highway Dept. Pennington County – Kratka Township – Section 8 The Red Lake Watershed District (RLWD) approves to remove a failed 90” culvert and install a new 90” culvert. If any work is within a public road and/or public dlch 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 1, 2023
Received	None	May 23, 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 # 23-073

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Red Lake County Highway Department	Red Lake County Highway Department	204 7th Street SE Red Lake Falls, MN 56750		tel:218-253-2697 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Poplar River** Range: **42** Section: **14 1/4**:

(4) Describe in detail the work to be performed. **Replace 3 centerline culverts in Brooks 1 - 18" X 44' 1 - 24" X 48' 1 - 30" X 74' All culverts to be same size, location and elevation**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Culverts in need of replacement. Replace with concrete culverts before new construction in 2024**

Status

Status	Notes	Date
Approved	P.A. #23-073 – Red Lake County Highway Dept. Red Lake County – Poplar River Township – Section 14/15 The Red Lake Watershed District (RLWD) approves to replace multiple failed pipes in and near Brooks. (See Attachment) 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 23, 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 # 23-074

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Terrebonne Township	Terrebonne Township	24067 170 Ave. SE Red Lake Falls, MN 56750		tel:218-280-9493 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Terrebonne** Range: **43** Section: **20 1/4**:

(4) Describe in detail the work to be performed. **Removing existing culvert and replacing with same size culvert**

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

Status

Status	Notes	Date
Approved	P.A. #23-074 – Terrebonne Township. Red Lake County – Terrebonne Township – Section 20/29 The Red Lake Watershed District (RLWD) approves to replace failed 36” pipe with a 36” culvert. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 23, 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 # 23-075

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Terrebonne Township	Terrebonne Township	24067 170 Ave SE Red Lake Falls, MN 56750		tel:218-280-9493 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Red Lake** Township: **Terrebonne** Range: **43** Section: **24 1/4**:

(4) Describe in detail the work to be performed. **Removing existing culvert and replacing with same size culvert**

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

Status

Status	Notes	Date
Approved	P.A. #23-075 – Terrebonne Township. Red Lake County – Terrebonne Township – Section 24 The Red Lake Watershed District (RLWD) approves to replace failed 30" pipe and replace with a 30" culvert. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 2, 2023
Received	None	May 23, 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 # 23-071

Status Report: **Approved**

Applicant Information

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Kratka** Range: **41** Section: **2 1/4**:

(4) Describe in detail the work to be performed. **Remove & Replace pipe in Co. 89. 270 Ave NE**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Age, rusting out.**

Status

Status	Notes	Date
Approved	P.A. #23-071 – Pennington County Highway Dept. Pennington County – Kratka Township – Section 2/3 The Red Lake Watershed District (RLWD) approves to remove a failed 18” culvert and install a new 18” culvert under 270th Ave/County Rd 89. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 1, 2023
Received	None	May 23, 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 # 23-072

Status Report: **Approved**

Applicant Information

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

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **Silverton** Range: **42** Section: **25 1/4**:

(4) Describe in detail the work to be performed. **Remove and install new pipe**

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

Status

Status	Notes	Date
Approved	P.A. #23-072 – Pennington County Highway Dept. Pennington County – Silverton Township – Section 25 The Red Lake Watershed District (RLWD) approves to remove a failed 72" culvert and install a new 72" culvert. 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 install new pipe at the same flow line elevation as existing pipe. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	June 1, 2023
Received	None	May 23, 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.

2023 ADVISORY COMMITTEE TOUR

Location: RLWD Office

Date: 06/26/2023

Time: 9:00 am – 4:30 pm

RSVP by June 15
218-681-5800

Bus Tour Itinerary – Monday, June 26, 2023

- 9:00 – 12:00 pm** Meet at Red Lake Watershed District
Bus will leave promptly at 9:00 am
Thief River Falls Oxbow
Lost River Pool/Elm Lake
Nelson Ring Dike
Pine Lake
- 12:00-1:00 pm** Lunch at Sportsman's Lodge
Pine Lake
- 2:00-4:00 pm** Knutson Dam
Demarais Hanson
Gervais structure replacement project
Schirck Dam
Black River Imp./Diversion Ditches
Thief River Falls Westside/WMD
- 4:00-4:15 pm** Return to Red Lake Watershed District

Red Lake Watershed District - Administrators Report

June 8, 2023

Red River Watershed Management Board – Due to the Minnesota Watershed Summer Tour held June 20 and June 21 in Albert Lea, the RRWMB meeting will be held June 27th in Ada. LeRoy and I will attend live and if Tammy wants to attend, she can as well.

Mud River Project – On March 30th at 9:00 am, RLWD staff, James Graham, USFWS and HDR Engineering met with Thief River Falls Mayor, Brian Holmer and Utilities Director, Wayne Johnson to give them a short preview and discuss with them components of the Mud River Project. The intent of the meeting was to better explain the purpose of the meeting and to share some of the proposals that have been presented to the PWT.

There will be a landowner meeting for this project on site at 1:00 pm today to give them a bird's eye view of some of the project's options.

Houston Avenue – Corey and staff from the city of Crookston met with landowners who live along Houston Avenue to discuss riverbank erosion and options that may be able to assist them for the long term. It became clear that a buyout of the homes may be the best option but more discussion between the City, State and landowners will be had.

Upper/Lower Red Lake 1W1P – June 1st at 2:00 pm there was a steering committee meeting held for the development of the plan. This meeting was held in preparation of the Policy Committee meeting which will be held at 10:00 am July 27th. I will let Brian update the Board as he sees fit.

Thief River 1W1P – There was a planning work team meeting held at 1:00 pm, June 5th via Teams. This meeting was held in preparation for the Advisory/Policy Committee meeting which will be held at 9:00 am June 12th at the District Board Room.

Red Lake River 1W1P – Tuesday June 6th there was a planning work group meeting to discuss projects and review the budget. This meeting was in preparation of the upcoming Policy Committee meeting scheduled for June 14th at 9:30 am.

Drainage Workgroup Meeting – On June 8th at 11:00 am, the Drainage Workgroup as a whole will meet for the first time since the legislative session closed. I will have to leave this meeting early to attend the Mud River Landowner meeting.

Adequate Outlet subcommittee meeting will be held June 26th in Alexandria. This meeting will be in conflict with the Advisory Committee tour which will be held on the same day.

MN Watersheds Summer Tour – I will be leaving for the MN Watersheds Summer Tour June 19th for the events which will be held June 20th through June 21st. I have included in your packet the entire Agenda and Itinerary for the event.

MINNESOTA WATERSHEDS SUMMER TOUR

Albert Lea, MN | June 20-21, 2023



**MINNESOTA
WATERSHEDS**
Connecting People. Protecting Water.



Agenda

June 20, 2023

Wedgewood Cove Golf Club, 2200 W. 9th Street, Albert Lea, MN

- | | |
|-------------|---|
| 9:00—12:00 | MAWA Meeting |
| 12:00—12:30 | Grab and Go Lunch |
| 12:25—12:30 | Welcome |
| 12:30—1:00 | Agency Partner Updates
Glenn Skuta, Minnesota Pollution Control Agency
Justin Hanson, Board of Water and Soil Resources |
| 1:00 – 1:15 | Legislative Update
Ray Bohn, Minnesota Watersheds |
| 1:15—2:00 | Common Carp
Rebecca Bullers, Minnesota Aquatic Invasive Species Research Center |
| 2:00—2:45 | Developing Stewardship Grant Opportunities for Enhanced Street Sweeping
Paige Ahlborg, Ramsey Washington Metro Watershed District
Michael McKinney, Barr Engineering Co. |
| 2:45—3:30 | Multi-purpose Drainage Management
Mark Origer, ISG |
| 3:30—4:15 | Partnerships with Private Industry
Brad Kramer, Shell Rock River Watershed District |
| 5:00—5:45 | Welcome Reception and Cash Bar |
| 6:00—6:45 | Dinner |
| 6:45—8:00 | Opening Remarks and Tour Overview |

Special **THANKS** to the Minnesota Watersheds Summer Tour Sponsors



Tuesday, June 20
Education Workshops
1:15pm – 5pm



1:15pm Common Carp

This session will focus on integrated pest management (IPM) strategies that target weaknesses in carp's life history, many of which have been derived from research at the University of Minnesota, as well as current research being conducted to improve the efficiency of carp management.

Rebecca Bullers is currently a MAISRC graduate research fellow working towards her M.S. in Conservation Science with a focus on Fisheries and Aquatic Biology at the University of Minnesota. She received her B.S. in Biological Sciences from University of Connecticut, where she is originally from. Her interest in AIS stemmed from her time working at Carp Solutions, LLC, where she assisted in common carp removal from lakes across the Midwest. Her current research focuses on acoustic conditioning and common carp behavior to enhance current management strategies.



2:00pm Developing Stewardship Grant Opportunities for Enhanced Street Sweeping

Ramsey Washington Metro Watershed District (RWMWD) and Barr Engineering Co. have completed a street sweeping prioritization study to inform development of stewardship grant opportunities to expand and enhance municipal street sweeping operations within the district. RWMWD surveyed municipal partners to learn about existing sweeping operations and challenges and barriers to conducting effective sweeping operations. Based on survey input, a street sweeping prioritization study was developed to evaluate the effectiveness of existing sweeping and map sweeping priority areas throughout the district. Prioritization was based on effectiveness of street sweeping to protect RWMWD managed waterbodies. Findings of this study will be used to develop street sweeping program recommendations and to inform development of stewardship grant opportunities to enhance municipal street sweeping operations.



Paige Ahlborg has over 15 years of experience managing various projects for RWMWD. She currently manages the Stewardship Grant Program to provide technical and financial assistance to property owners seeking to install water quality improvement practices. She also administers state and federal grants and coordinates project installation, often working with multiple stakeholders on one project. Paige manages the RWMWD maintenance program to ensure all projects installed with grant funding are maintained to a high standard.

Michael McKinney is a practicing professional water resources engineer working for Barr Engineering Co. in Minneapolis, Minnesota. He received both his B.S. degree in Biological Systems Engineering and his M.S. degree in Environmental Engineering from the University of Nebraska-Lincoln. In his practice, Michael specializes in large-scale hydraulic, hydrologic, and water quality model development. Michael has extensive experience in stormwater and water quality prioritization and has codeveloped modeling and GIS-based strategies for prioritizing BMP implementation, pond sediment management, maintenance and inspection of storm water infrastructure, and prioritization of street sweeping efforts.



2:45pm Multi-purpose Drainage Management

ISG understands the importance of agricultural drainage and the ever-changing concerns surrounding water quality, regulations, and environmental impacts. In the Midwest, most agricultural drainage systems are over 100 years old, in poor or failing condition, and are not designed to support current rainfall and drainage demands. Focusing on improving and protecting downstream water quality from the impacts of agricultural drainage, ISG uses the multi-drainage management (MDM) process to examine the overall hydraulic efficiencies of drainage systems. This process, combined with agricultural best management practices such as wetlands, storage ponds, sediment basins, and edge-of-field practices, bolsters the storage and quality of surface and subsurface drainage waters. Designing MDM practices into rural watersheds can be challenging, however utilizing state of the art technology such as hydrologic/hydraulic modeling software, drone technology, and experience leads to successful implementation of these practices throughout the rural landscape.

Mark Origer maximizes water resources and applies his extensive civil engineering experience to provide practical, yet innovative solutions for ISG partners and clients throughout rural Minnesota. As an emerging leader, Mark is responsible for ISG's rural water resources efforts related to agricultural lands, wetlands, lakes, streams, water quality, and watershed management. His focused experience is built on years of technical fieldwork and desktop analyses of watersheds, flood maps, and results from best management practice implementation. With expertise in a range of services, including wetland management, report and permit preparation, and construction implementation, Mark brings a deep understanding of the complexities of this evolving industry. Mark's water quality leadership starts with a deep understanding of the interconnectivity of our productive and recreational lands, rivers, lakes, streams, and wetlands and their role in supporting vibrant rural communities. Mark listens to build trust, leverages insight and perspectives from landowners and agencies, and delivers designs that prevent erosion, reduce sediment loss, mitigate flooding, and manage nutrient and pollutants by encouraging the use of best management practices to positively impact water quality and communities.



3:30pm Partnerships with Private Industry

This session will introduce attendees to ways that industry and watersheds can and should interact, learning how local industry can be a great resource for the watershed, and what resources the watershed should be providing industry. The presentation will explain the regulatory permits that many businesses have, their challenges with clean water objectives, ISO 14001, and other environmental management programs and what that means for the watershed, and how watersheds should be part of a county's emergency management program in case of chemical releases into the watershed.

Brad Kramer has an extensive background in industry safety and environmental management. Having been an Environmental, Health, and Safety Manager or similar roles for companies like Kerry, Cargill, Grede Foundries, and USI & CHS Insurance, he was responsible for state and federal environmental regulatory compliance, including water use and wastewater permits, stormwater permits, spill prevention controls and countermeasures programs, and hazardous waste. He started Provenio Consulting in 2016, offering safety and environmental training and consulting services, later focusing business on occupational safety, health training, and consulting. Brad has been on the Shell Rock River Watershed board since 2017 and was recently appointed to the Minnesota Watersheds board.



Special THANKS to the Minnesota Watersheds Summer Tour Sponsors



Wednesday, June 21

Bus Tour Itinerary

8am – 4:30pm

8:30 a.m. Buses depart from Hotel (Country Inn and Suites, 2214 E. Main Street, Albert Lea, MN)

The project stops included in the tour are listed below in no particular order.

[Albert Lea Lake Dam](#)

The existing outlet structure and access bridge for Albert Lea Lake was installed in 1922 and needed repair. The SRRWD saw the opportunity to not only build a new dam but manage rough fish populations and aquatic vegetation by creating a 3-in-1 project. Groundbreaking for the construction of the new Albert Lea Lake Dam and Fish Barrier Project began in August of 2014, and consists of a dam, fish barrier, and draw down structure. The \$2 million-dollar project was funded by the Lessard-Sams Outdoor Heritage Fund.

[Upper Twin Lake Pump Station](#)

The pump station is intended to allow conjoined Upper and Lower Twin Lake's water levels to be managed independently of each other which can simulate drought conditions for rough fish management. Construction included the removal and installation of a box culvert under County Road 80. This project is funded by the Lessard-Sams Outdoor Heritage Council (LSOHC) and is a partnership between U.S. Fish & Wildlife Service, MN Department of Natural Resources, and Freeborn County. The pump station was commissioned on June 16, 2020.

[Miller, Orr, IC&E Project](#)

Building on a U.S. Fish & Wildlife Service acquisition and using funds from Lessard Sams Outdoor Heritage Council (LSOHC), the restored property, east of Alden, will add to over 250 acres of continuous native prairie and wetlands. Project plans include abandoning and rerouting public tile systems, creating wetlands via tile modifications, wetland scrapes, berm installations, and native prairie plantings.

[Confined Disposal Facility](#)

A Confined Disposal Facility (CDF) is a dewatering site in the dredging process. When dredging takes place, a mixture of water and sediment is pumped to the disposal facility and the CDF will be used to settle and siphon off the water. The Shell Rock River Watershed District (SRRWD) purchased the properties for the CDF in 2016. These properties are located adjacent to each other, north of Interstate 90 and 1 1/2 miles north of Fountain Lake.

[Edgewater Bay Pavilion and Fountain Lake Restoration Presentation](#) **Lunch will be served at this location**

The restoration of Fountain Lake is a multi-phased project. The SRRWD began active dredging in 2018, utilizing \$7.5 million in state funds and \$9.5 million in local option sales tax funds. Leveraged funding provided dredging and disposal of the first two phases of the project through 2021 and the removal of approximately 1.2 million cubic yards of accumulated sediment. The SRRWD is requesting \$9 million from the Minnesota Legislature in 2023 to complete the third and final phase of the Fountain Lake Restoration Project. In 2023, SF172 (Sen. Gene Dornink) and HF277 (Rep. Peggy Bennett) introduced bills to provide funding for the project, Phase 3 - Main Bay (East Basin), Bancroft Creek and parts of Bancroft Bay. It is critical for the success of the project to complete Phase 3, in the heart of Albert Lea.

[Van Erkel Farms](#)

The rich history of the Hollandale area, including early drainage management activities and the scope of vegetable production operations that existed here in the 1900's will be explained, as well as the critical role of the Turtle Creek Watershed District in guiding water management within the Hollandale basin and associated uplands.

[Dobbins Capital Improvement Projects \(CIPs\) and EPA 319 Grant Water Quality Research](#)

The Dobbins Creek watershed's high local priority for flood reduction and water quality will be described, as well as CIPs and best management practices (BMP) targeting that have improved water quality and reduced flows.

The water monitoring efforts that have and are currently taking place to evaluate the effects of intensive targeted BMP adoption in the Dobbins Creek watershed including surface water, macroinvertebrate IBI and fish IBI monitoring. The amount of work in Dobbins along with the monitoring makes this one of the most studied watersheds in the Midwest.

Jay C. Hormel Nature Center and Discover Austin

We will visit Austin’s city-owned Jay C. Hormel Nature Center, which was started more than 50 years ago and opened a \$7 million interpretive center in 2017. A naturalist will give a presentation about the center’s vibrant history and activities, including its growth from 123 acres to nearly 530 today. The Nature Center offers a sanctuary for people and features native prairie, woods, wetlands and wildlife. The Nature Center offers an environmentally based curriculum for preschool through high school students. Classes and courses are available for families, home school groups, and other public and private schools outside of Austin.

Nancy Schnable, Executive Director of Discover Austin, will give a presentation about what makes our community special in so many ways. Welcome bags will be provided that contain materials highlighting different attractions in the community. We will have some time to tour the nature center’s exhibit room that highlights many things, including soil health, wetlands, local animals, and a new exhibit on native mussels and the DNR’s efforts to restore them in the Cedar River State Water Trail.

On the drive back to Albert Lea a *Discover Austin* tour guide will introduce you to local points of interest and lesser-known quirky sites around Austin that may merit further attention.

4:30 p.m. Arrive back at the hotel (Country Inn and Suites)

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