

RED LAKE WATERSHED DISTRICT

December 8, 2022

9:00 a.m.

Agenda

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	November 22, 2022 Minutes	Action
	Financial Report dated December 7, 2022	Action
	General Fund Budget (October 31, 2022)	Information
	American Federal Bank – 2 Letter of Credits	Action
	Certificate of Deposit Quotes	Info./Action
	Mud River Project, RLWD Project No. 180C HDR Engineering Inc,-Task Order No. 2	Info./Action
	Demarais Hanson Project Pay Estimate 3 Adjustment	Info./Action
9:30 a.m.	Black River Impoundment, RLWD Project No. 176-Final Payment Hearing	Action
	Permits: No. 22270, 22271 & 22272	Action
	Administrators Update	Information
	Legal Counsel Update	Information
	Managers' updates	Information
	Adjourn	Action

UPCOMING MEETINGS

December 8, 2022

December 29, 2022

January 17-19, 2023

RLWD Board Meeting, 9:00 a.m.

RLWD Board Meeting , 9:00 a.m. (Note Change of Date)

40th Annual Red River Basin Land & Water Int. Summit Conference

DRAFT

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
November 22, 2022

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

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

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

David Myhrer requested to appear before the Board.

The Board reviewed the November 10, 2022, minutes. Motion by Anderson, seconded by Page, to approve the November 10, 2022, Board meeting minutes as presented. Motion carried.

The Board reviewed the Financial Report dated November 21, 2022. Motion by Sorenson, seconded by Dwight, to approve the Financial Report dated November 21, 2022, as presented. Motion carried.

David Myhrer, landowner, and Supervisor of East Valley Township appeared before the Board, in his individual capacity, to further discuss frustrations concerning the Spring flooding which occurred in the Spring/Summer of 2022 and length of time that flood waters were held on property within East Valley, Agdar and Cedar Townships. Mr. Myhrer stated that a petition was presented twice to the District Board, requesting a full cleaning of State Ditch 83. Myhrer further discussed the installation of stoplogs on Farmes Pool, noting that all logs were not in place at the time of the flood, also referring to using grant dollars to assist in cleaning out State Ditch #83. Administrator Jesme explained the history of the petitions the District received from landowners concerning the repair of State Ditch #83 with the most recent being submitted in July of 2003. Jesme also updated the Board on a settlement agreement that was signed between the RLWD and the DNR in 2000 concerning the litigation that was taken against the District, in opposition of the cleaning of State Ditch 83 and benefits awarded to Con-Con Lands. Jesme noted that in lieu of taxes being paid for Consolidated Conservation lands within the benefited area of SD #83 the MnDNR agreed to pay \$16,000 per year for maintenance of the system as long as there was no systematic cleaning of the system. Jesme touched on some basic drainage laws concerning maintenance of public drainage systems and restrictions under state law in terms of maintenance. Jesme also mentioned various sites the along SD #83 that the District is repairing sloughs to banks of SD #83 from funds received through the Thief River 1W1P, RLWD Project No. 149B. Jesme touched on the stop log issue that arose this Spring and indicated there have been steps taken to assure the USFWS and the RLWD are on the same page in terms of operation during flood stages on the Thief River. Discussion was held regarding the Mud River Project and the goal of reducing sediment into Agassiz NWR. The Board requested

Mr. Myhrer's participation in the Mud River Project Work Team, as his knowledge as a landowner, and a past employee of Agassiz NWR, could be very beneficial to the Project Work Team process.

The Board reviewed Pay Estimate No. 1-Final for the bank stabilization project on State Ditch 83 located in Agdar Township, RLWD Project No. 149B in the amount of \$123,100. Engineer Tony Nordby, Houston Engineering, Inc., recommended Final Payment contingent upon the receipt of the IC134 Form. Motion by Sorenson, seconded by Dwight, to approve Pay Estimate No. 1-Final, for Quality Spray Foam DBA Anderson Excavating, for the State Ditch 83-Agdar Township, RLWD Project No. 149B, contingent upon receipt of the IC134 Form. Motion carried.

Staff member, Tammy Audette, stated that Marshall County reached out to various LGU's regarding beaver bounty rates. The District currently pays \$75 per beaver tail, to individuals authorized by District staff. Audette noted that other LGU's are currently paying between \$60 and \$120 per beaver. Discussion was had on whether nuisance beaver could be shot or would they have to be trapped? Motion by Page, seconded by Ose, to increase the District's beaver bounty from \$75 to \$100, per beaver tail, effective January 1, 2023. Motion carried.

Motion by Sorenson, seconded by Page, to table RLWD Permit No. 22-220, Terrebonne Township, Red Lake County, for further review. Motion carried.

Motion by Dwight, seconded by Ose, to table RLWD Permit No. 22-269 Gerald Michaelson/Henry and Pauline Steer, Louisville Township, Red Lake County, for further review. Motion carried.

Motion by Page, seconded by Anderson, to withdraw RLWD Permit No. 22-247, Brandsvold Township, Red Lake County, as requested by the applicant. Motion carried.

The Board reviewed the permits for approval. Motion by Ose, seconded by Sorenson, to approve the following permits with conditions stated on the permit: No. 22136, River Falls Township, Pennington County and No. 22262, Brent Wager, Nesbit Township, Polk County. Motion carried.

The Board reviewed the 2023 MAWD Annual membership dues. Administrator Jesme stated that the MAWD Dues are determined based on valuations. Motion by Ose, seconded by Sorenson, to approve payment in the amount of \$7,500, for the 2023 MAWD Annual Dues. Motion carried.

Manager Dwight stated that Zach Gutknecht Beltrami County SWCD and Robyn Dwight, Upper Red Lake Association, planned to present the "Keep It Clean" Campaign at the MAWD Annual Convention. Gutknecht and R. Dwight were informed that they would be required to pay \$200 each to participate in the Friday only conference. After discussion with MAWD staff members, it was decided that they would be required to pay \$40, to cover the cost of the events for the day as well as meals. Manager Dwight requested that since the District was a partner in the

campaign, the District cover the costs for Gutknecht and R. Dwight Motion by Ose, seconded by Anderson, to approve payment in the amount of \$40 each to cover the cost for Gutknecht and R. Dwight. Motion carried with Manager Dwight abstaining.

Discussion was held on changing the December 22, 2022 RLWD Board of Managers meeting date to the week of December 26, 2022, to help with paying of year end billings. Motion by Ose, to change the December 22, 2022 RLWD Board of Managers meeting to December 30, 2023 at 9:00 a.m. The motion failed for a lack of second. Motion by Anderson, seconded by Page, to change the December 22, 2022 Board meeting date to December 29, 2022 at 9:00 a.m. at the Red Lake Watershed District office. Motion carried.

Administrators Update:

- Jesme participated in the November 15, 2022 RRWMB via Teams, with Manager Ose attending in person. Discussion of the 2023 Water Quality Funding was held at the meeting.
- Included in the packet was the 2022 RRWMB Annual Legislative Open House to be held at the RRWMB meeting in Ada on December 13, 2022. Jesme will present District projects at the meeting, along with information on the Upper Red Lake “Keep It Clean” campaign.
- There will be a Thief River 1W1P Steering Committee meeting on December 5th or 12th with a Policy Committee meeting on December 19th.
- We were informed that the Clearwater River 1W1P will be able to use \$30,000 of funds from the remaining Watershed Planning grant towards the Technical and Engineering cost for the preliminary survey and design of the area north of Greenwood 27 Project.
- RLWD staff is continuing to gather information on projects for FEMA. FEMA staff will be in the office on December 5th to review any projects not completed.
- Jesme will leave for the Minnesota Association of Watershed Administrators meeting in Alexandria on November 29th, with the remaining staff leaving Wednesday afternoon.

Legal Counsel Sparby indicated that according to Minnesota State Statutes 97B.655, a landowner can shoot or trap a beaver that is causing damage to the landowner’s property.

Legal Counsel Sparby stated that he reviewed and commented on Attorney Grainger’s Brief, and will be filing the Response Brief later today, as it pertains to the Appeal for the Improvement to Polk County Ditch 39, RLWD Project No. 179.

Manager Ose encouraged other Board members to attend the RRWMB Legislative Briefing on December 13th.

Manager Dwight discussed legislative activities regarding the “Keep It Clean” campaign on Upper Red Lake..

Red Lake Watershed District

November 22, 2022

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Manager Tiedemann discussed a recent letter a landowner received regarding a permit violation in Louisville Township, Red Lake County.

Managers Sorenson, Dwight, and Anderson discussed the training session presented by Andrew Graham, RRWMB/MnDNR on the Project Team Handbook that they attended at the District office.

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

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report for December 8, 2022

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding FICA, Fed & Medicare (11-23-22 payroll)	\$ 4,354.93
online	MN Department of Revenue	Withholding taxes (11-23-22 payroll)	\$ 782.37
online	Public Employers Retirement Assn.	PERA (11-23-22 payroll)	\$ 2,802.66
online	EFTPS	Withholding FICA, Fed & Medicare (11-30-22 payroll)	\$ 305.04
online	MN Department of Revenue	Withholding taxes (11-30-22 payroll)	\$ 62.28
online	Further	Employee HSA (12-7-22 payroll)	\$ 175.00
online	Public Employers Retirement Assn.	PERA (12-7-22 payroll)	\$ 2,877.33
online	Further	Employee HSA (11-23-22 payroll)	\$ 175.00
	40474 Shane Vonasek Mowing	Mowing Proj. #175 and #60FF	\$ 7,711.50
	40475 Ace Hardware	Cleaning supplies for office	\$ 30.98
	40476 Aramark	Office rug rental	\$ 71.64
	40477 Blue Sky Blading	Mowing Proj. #13	\$ 2,880.00
	40478 BP Excavating LLC	Removal of Dam. Proj. #81	\$ 500.00
	40479 Evergreen Catering	Lunch for landowner meeting Proj. #180C	\$ 249.13
	40480 Farmers Union Oil Company	Gas for vehicles	\$ 887.27
	40481 Fastenal Company	Bolts and Nuts for furnace	\$ 21.80
	40482 Gladen Construction Inc.	Pay Estimate #3/Final Demarais-Hanson Proj. #149	\$ 6,226.50
	40483 Greenway Environmental Inc.	Clean out Catch Basin. Proj. #171	\$ 3,150.00
	40484 Houston Engineering Inc.	* see below for project details	\$ 31,685.13
	40485 Hugo's #7	Meeting expenses	\$ 94.43
	40486 Olson Construction	Plow the office parking lot - Nov 2022	\$ 240.00
	40487 Les's Sanitation	Garbage removal	\$ 35.74
	40488 Marco	Telephone and Copier expense	\$ 611.68
	40489 Marshall Co. SWCD	Expenses for Proj. 149A	\$ 1,549.05
	40490 NCPERS Group Life insurance	Staff life insurance	\$ 128.00
	40491 Northdale Oil Inc.	Gas for vehicles	\$ 99.83
	40492 Oil Boyz Express Lube	Oil change on vehicle #937 and #939	\$ 144.84
	40493 Pennington SWCD	Expenses for Proj. #149A & 149	\$ 6,332.63
	40494 Quality Spray Foam/Anderson	Removal of silt fence - Demarais -Hanson Proj. #149	\$ 500.00
	40495 Red Lake County SWCD	** see below for project details	\$ 78,768.11
	40496 RMB Environmental Labs, Inc	Lab analysis of water quality samples	\$ 451.00
	40497 Ron Salentine	Beaver Removal Proj. #60D	\$ 500.00
	40498 Sun Life Financial	Staff life insurance	\$ 147.84
	40499 Thief River Falls Times	Ad for Final payment hearing. Blck Rvr #176	\$ 59.60
	40500 Troy Glass	Clean offices	\$ 140.00
online	Garden Valley Technologies	Internet expense	\$ 68.95
online	AT&T Mobility	Cell phone expense	\$ 430.12
online	Further	Medical FSA withdrawal	\$ 29.08
online	Northwest Service Cooperative	Staff health insurance	\$ 3,204.71
online	Delta Dental	Staff dental insurance	\$ 665.38
online	Aflac	Staff paid insurance	\$ 408.82
direct	Al Page	Mileage	\$ 65.00
direct	Brian Dwight	Mileage & Expenses	\$ 372.50
direct	LeRoy Ose	Mileage	\$ 272.51
direct	Terry Sorenson	Mileage	\$ 140.64
	Staff & Board Payroll	11/23/2022, 11/30/2022 & 12/7/22	\$ 30,734.06
	Total Checks		\$ 191,143.08

*** Houston Engineering**

Proj. 50F Knutson Dam Structure	3,963.25
Proj. 149A TR/SD 83 Streambank	1,047.00
Proj. 149A Moose Rvr/JD 21	5,212.13
Proj. 149 Demarais-Hanson	1,577.00
Proj. 149B Clearwater Rvr Stability	2,702.50
Proj. 176 Black River Impoundment	15,078.75
Proj. 149 Ditch 10 Outlet Repair	<u>2,104.50</u>
Total	31,685.13

**** Red Lake Co. SWCD**

Local Match-Seegeer project #164	5,000.00
Local Match -Beyer project #164	1,100.00
Local Match -Gagnon proj. #164	600.00
Local Match -Perreault proj. #164	925.00
Local Match -Ste. Marie proj. #164	2,800.00
Const. Seegeer & Beyer proj. #149	47,572.55
Const. Knott/Weiss proj. #149	9,457.13
Local Match - Ron Weiss proj. #164	<u>11,313.43</u>
Total	78,768.11

Banking Northern State Bank

Balance as of November 22, 2022	\$ 218,556.82
Total Checks Written	\$ (191,143.08)
Receipt #25005 NSB monthly interest	\$ 474.72
Receipt #25007 Polk County - 2022 Tax settlement	\$ 653,195.68
Receipt #25009 Marshall County - 2022 Tax settlement	\$ 35,251.93
Balance as of December 8, 2022	<u>\$ 716,336.07</u>

Current interest rate is .20%

American Federal Bank-Fosston

Balance as of November 22, 2022	\$ 4,728,968.23
Receipt #25002 Red Lake SWCD- reimbursement for Knutson Dam Replacement #50F	\$ 105,624.95
Receipt #25003 Carole Zammert - land rent for Euclid East Imp. Proj. #60C	\$ 742.76
Receipt #25004 Roseau Co. - 2022 current taxes	\$ 41.85
Receipt #25006 AFB monthly interest	\$ 7,453.90
Receipt #25008 Kyle & Misty Mehrkens - reimbursement Ad for hearing. Proj. #178	\$ 211.59
Receipt #25010 Beltrami Co - 2022 Tax settlement	\$ 75,718.99
Receipt #25011 Pennington Co. - 2022 Tax settlement	\$ 227,876.48
Receipt #25012 Clearwater Co. - 2022 Tax settlement	\$ 169,840.61
Receipt #25013 Marshall Co. - 2nd half Riparian Aid	\$ 1,280.00
Receipt #25014 Itasca County - 2022 Tax Settlement	\$ 354.60
Receipt #25015 Mahnomon Co. - 2022 Tax Settlement	\$ 2,109.85
Balance as of December 8, 2022	<u>\$ 5,320,223.81</u>

Current interest rate is 2%

Edward Jones

Balance	12 month CD 3.45% Expiry 9-15-23	<u>\$ 241,000.00</u>
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Edward Jones

Balance	12 month CD 3.7% Expiry 9-22-23	<u>\$ 240,000.00</u>
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Edward Jones

Balance	12 month CD 3.7% Expiry 9-22-23	<u>\$ 17,000.00</u>
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Total Cash

\$ 6,517,559.88

2022 GENERAL FUND BUDGET

as of October 31, 2022

(unaudited)

	2022 BUDGET	2021 Exp	(over) under	3rd Qtr Exp.
		TO 10-31-22		
Manager's fees, salaries	40,000.00	29,252.35	10,747.65	30,000.00
Board of Manager's expense	24,200.00	12,913.49	11,286.51	18,150.00
Staff salaries	567,000.00	421,925.57	145,074.43	425,250.00
Payroll taxes	43,375.50	33,973.56	9,401.94	32,531.63
Employee benefits	87,500.00	92,438.63	(4,938.63)	65,625.00 1
Unemployment Benefits	0.00	1,490.00	(1,490.00)	0.00 2
Travel and meetings(inc. mileage & exp.	5,000.00	5,149.94	(149.94)	3,750.00 3
Audit	9,450.00	9,450.00	0.00	7,087.50
Legal	16,000.00	8,632.00	7,368.00	12,000.00
Office supplies	20,000.00	9,888.24	10,111.76	15,000.00
Office equipment	30,000.00	21,406.42	8,593.58	22,500.00
Appraiser/Viewer Expense	2,000.00	0.00	2,000.00	1,500.00
Professional services	20,000.00	22,815.95	(2,815.95)	15,000.00 4
Dues and subscriptions	10,000.00	10,080.00	(80.00)	7,500.00 5
Insurance and bonds	45,000.00	46,622.00	(1,622.00)	33,750.00 6
Repairs and maintenance-Building	15,000.00	16,579.24	(1,579.24)	11,250.00 7
Utilities	12,000.00	7,825.60	4,174.40	9,000.00
Advertising and publications	4,000.00	6,820.78	(2,820.78)	3,000.00 8
Telephone	11,000.00	7,801.69	3,198.31	8,250.00
Vehicle expense and maintenance	14,000.00	18,426.41	(4,426.41)	10,500.00 9
Engineering supplies	3,000.00	2,921.42	78.58	2,250.00
Engineering equipment	40,000.00	52,983.45	(12,983.45)	30,000.00 10
Interest	0.00	0.00	0.00	0.00
TOTAL	1,018,525.50	839,396.74	179,128.76	763,894.13
Less: Overhead	850,500.00	664,916.84	(185,583.16)	637,875.00
Less: Miscellaneous revenue	5,000.00	19,844.26	14,844.26	3,750.00 11
General Fund Budget	163,025.50	154,635.64	8,389.86	122,269.13

TO 10-31-22

January 1, 2022 Beg. Balance	244,098.50	244,098.50
County levies revenue	0.00	81,513.73
Gross balance with revenue		325,612.23
Less net expenses		(154,635.64)
Subtotal- General Fund w/o interest		170,976.59

Plus interest earned-if allocated to GF 100%		24,550.51
General Fund Balance 10-31-22		195,527.10

1- Health insurance adjustment

2- Not budgeted

3- Travel increased after Covid

4- Brady Martz accounting assistance

5- MAWD \$7500, LCMIT \$2119

6- Increase in Liability insurance

7- Painting \$4945, snow removal \$1480, mowing \$2400

8- Advertising for Ditch inspector

9- Increase in gas & vehicle maintenance

10- Purchase of 2022 Ford pickup

11- Sale of 2011 Ford pickup



LETTER OF CREDIT NO. 2060-395

Effective Date: December 07, 2022

Red Lake Watershed District
ann.joppru@redlakewatershed.org
1000 Pennington Ave South
Thief River Falls, MN 56701
Attention: Ann Joppru

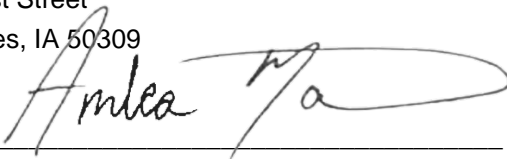
Dear Sir/Madam:

We have established this irrevocable and unconditional Letter of Credit ("Letter of Credit") in your favor as beneficiary ("Beneficiary") and you are hereby irrevocably authorized to draw on the Federal Home Loan Bank of Des Moines (the "Bank"), Irrevocable Standby Letter of Credit No. 2060-395 for the account of American Federal Bank, Fargo, ND (the "Member"), available upon the terms and conditions hereinafter set forth, an aggregate amount not exceeding \$500,000.00 ("Stated Amount").

1. Funds under this Letter of Credit are available to you against our receipt by the Bank of a certificate in the form attached as Exhibit "A" hereto (a "Drawing") which Drawing may be for all or any part of, but shall not exceed, the Stated Amount.
2. Presentation of such certificate(s) shall be made: (a) at our office located at 909 Locust Street, Des Moines, Iowa 50309, (b) via facsimile to 515.699.1250, or (c) via email to moneydesk@fhlbdm.com. We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of the certificate(s), as specified, if presented as described in this paragraph on or before the expiration date hereof.
3. If a Drawing in respect of payment is made by you hereunder on a business day on or prior to the Expiration Date, and provided that such Drawing and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be promptly made to you or to your designee, of the amount specified, which shall not exceed, with other draws previously submitted and not repaid, the Stated Amount in immediately available funds, within three (3) business days of the receipt of such Drawing. If a Drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the Drawing was not in accordance with the Letter of Credit, you may attempt to correct any such Drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so.
4. As used herein "business day" shall mean any day other than a Saturday, Sunday, a day on which financial institutions in the State of Iowa are authorized or required by law to close or on which the Fed wire system of the Federal Reserve Board is closed for fund transfers.

5. Only you may make a Drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a sight draft(s) drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such sight draft(s) and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such sight draft(s) to you or any other person.
6. This Letter of Credit shall automatically terminate upon the earlier of (i) the making by you of a Drawing which reduces the available balance hereunder, to \$0, or (ii) the date on which we receive notice from you, signed by an Authorized Officer, indicating that such letter of credit is being returned to the Bank for cancellation, (iii) thirty (30) days following notice from the Bank of a default by the Member pursuant to the various agreements between the Bank and the Member and payment to you on or before such thirtieth (30th) day of the full amount of the letter of credit, and (iv) 12:00 p.m. Iowa time on June 07, 2023 (after honoring any draws received in accordance with the Letter of Credit) (the "Initial Expiration Date")..
7. This Letter of Credit is issued subject to the International Standby Practices 1998 ("ISP 98"). This Letter of Credit shall also be governed by the laws of the State of Iowa to the extent not inconsistent with ISP 98. If this Letter of Credit expires during an interruption of business, as described in ISP 98, the Bank hereby specifically agrees to effect payment if this Letter of Credit is drawn against within 30 days after the resumption of business.
8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein except only the certificate(s); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificate(s).

FEDERAL HOME LOAN BANK OF DES MOINES
909 Locust Street
Des Moines, IA 50309

By:  _____

Senior Risk, Money Desk and Cash Analyst Dec 07, 2022
Title _____

Effective Date: December 07, 2022

LETTER OF CREDIT NO. 2060-395

EXHIBIT A

DRAWING CERTIFICATE

The undersigned, a duly authorized officer of Red Lake Watershed District (the "Beneficiary") hereby certifies to the Federal Home Loan Bank of Des Moines (the "Bank") with reference to Irrevocable Standby Letter of Credit No. 2060-395 (the "Letter of Credit") (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of Beneficiary, that:

1. An Event of Default has occurred pursuant to agreements between the Beneficiary and your Member which authorizes a draw upon this Letter of Credit.
2. The amount of the Drawing when added to the amount of any other Drawing under the Letter of Credit made simultaneously herewith, does not exceed the Stated Amount of the Letter of Credit.
3. Payment by the Bank pursuant to this Drawing shall be made by wire transfer in immediately available funds to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, 20__.

RED LAKE WATERSHED DISTRICT

By _____

Title: _____



NOV 23 2022
MJ

LETTER OF CREDIT NO. 2060-394
Effective Date: November 28, 2022

Red Lake Watershed District
ann.joppru@redlakewatershed.org
1000 Pennington Ave South
Thief River Falls, MN 56701
Attention: Ann Joppru

Dear Sir/Madam:

We have established this irrevocable and unconditional Letter of Credit ("Letter of Credit") in your favor as beneficiary ("Beneficiary") and you are hereby irrevocably authorized to draw on the Federal Home Loan Bank of Des Moines (the "Bank"), Irrevocable Standby Letter of Credit No. 2060-394 for the account of American Federal Bank, Fargo, ND (the "Member"), available upon the terms and conditions hereinafter set forth, an aggregate amount not exceeding \$500,000.00 ("Stated Amount").

1. Funds under this Letter of Credit are available to you against our receipt by the Bank of a certificate in the form attached as Exhibit "A" hereto (a "Drawing") which Drawing may be for all or any part of, but shall not exceed, the Stated Amount.
2. Presentation of such certificate(s) shall be made: (a) at our office located at 909 Locust Street, Des Moines, Iowa 50309, (b) via facsimile to 515.699.1250, or (c) via email to moneydesk@fhlbdm.com. We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of the certificate(s), as specified, if presented as described in this paragraph on or before the expiration date hereof.
3. If a Drawing in respect of payment is made by you hereunder on a business day on or prior to the Expiration Date, and provided that such Drawing and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be promptly made to you or to your designee, of the amount specified, which shall not exceed, with other draws previously submitted and not repaid, the Stated Amount in immediately available funds, within three (3) business days of the receipt of such Drawing. If a Drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the Drawing was not in accordance with the Letter of Credit, you may attempt to correct any such Drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so.
4. As used herein "business day" shall mean any day other than a Saturday, Sunday, a day on which financial institutions in the State of Iowa are authorized or required by law to close or on which the Fed wire system of the Federal Reserve Board is closed for fund transfers.

5. Only you may make a Drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a sight draft(s) drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such sight draft(s) and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such sight draft(s) to you or any other person.
6. This Letter of Credit shall automatically terminate upon the earlier of (i) the making by you of a Drawing which reduces the available balance hereunder, to \$0, or (ii) the date on which we receive notice from you, signed by an Authorized Officer, indicating that such letter of credit is being returned to the Bank for cancellation, (iii) thirty (30) days following notice from the Bank of a default by the Member pursuant to the various agreements between the Bank and the Member and payment to you on or before such thirtieth (30th) day of the full amount of the letter of credit, and (iv) 12:00 p.m. Iowa time on May 30, 2023 (after honoring any draws received in accordance with the Letter of Credit) (the "Initial Expiration Date")..
7. This Letter of Credit is issued subject to the International Standby Practices 1998 ("ISP 98"). This Letter of Credit shall also be governed by the laws of the State of Iowa to the extent not inconsistent with ISP 98. If this Letter of Credit expires during an interruption of business, as described in ISP 98, the Bank hereby specifically agrees to effect payment if this Letter of Credit is drawn against within 30 days after the resumption of business.
8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein except only the certificate(s); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificate(s).

FEDERAL HOME LOAN BANK OF DES MOINES
909 Locust Street
Des Moines, IA 50309

By: 

Senior Risk, Money Desk and Cash Analyst Nov 28, 2022
Title

Effective Date: November 28, 2022
LETTER OF CREDIT NO. 2060-394

EXHIBIT A

DRAWING CERTIFICATE

The undersigned, a duly authorized officer of Red Lake Watershed District (the "Beneficiary") hereby certifies to the Federal Home Loan Bank of Des Moines (the "Bank") with reference to Irrevocable Standby Letter of Credit No. 2060-394 (the "Letter of Credit") (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of Beneficiary, that:

1. An Event of Default has occurred pursuant to agreements between the Beneficiary and your Member which authorizes a draw upon this Letter of Credit.
2. The amount of the Drawing when added to the amount of any other Drawing under the Letter of Credit made simultaneously herewith, does not exceed the Stated Amount of the Letter of Credit.
3. Payment by the Bank pursuant to this Drawing shall be made by wire transfer in immediately available funds to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, 20__.

RED LAKE WATERSHED DISTRICT

By _____

Title: _____



November 23, 2022

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

<delivered via email>

RE: Proposal – Mud River Project

Dear Myron,

HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for Task Order #2 - Mud River Project. Future project tasks and services required to successfully complete the flood damage reduction project will be identified separately as they arise, under additional task orders.

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

Sincerely,

HDR Engineering, Inc.

Nathan Dalager, P.E.
Project Manager

Christine Wiegert
Vice President / MN-WI Area Manager

Encl: Proposal, Task Order # 2
HDR Engineering, Inc. Terms and Conditions for Professional Services



Project Understanding and Scope of Services

HDR understands that The Red Lake Watershed District (RLWD) and state and federal agencies are interested in improving ecological and flood damage reduction functions on portions of the Mud River (JD 11 system). Improvements to this river system will help address sediment deposition within Agassiz Pool, which continues to degrade waterfowl habitat and cause concerns for downstream water quality. The plan of study includes tasks and deliverables deemed necessary to continue the planning and alternatives analysis stage of the project.

Proposed Action Description

The Project Team will evaluate alternatives with respect to feasibility and practicality with the criteria/expectation that the Purpose and Need be met. HDR will prepare schematic concept designs supported by survey, H&H, and sediment modeling for review by the Project Team.

Proposed HDR Project Team

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

Role	Staff
Client/Project Manager	Nate Dalager, PE
Water Resources Engineer	Jake Huwe, PE Glen Krogman, PE
Design Technician / Inspector	Randy Knott
CAD	Matt Angel
Geotechnical Engineer	Kerrie Berg, PE

Scope of Services

1.0 Project Management

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 help conduct coordination meetings amongst partners. Significant collaboration will occur with Red Lake Watershed District (RLWD), USFWS, MnDNR, MnPCA, MnBWSR, landowners, Marshall County, and the City of Thief River Falls and Board members.

DELIVERABLES:

- Monthly invoices for each individual task and coordination with RLWD Administrator.
- Attendance at RLWD Board meetings, presentations, and updates to the Board.
- Attendance at Project Team meetings.

ASSUMPTIONS:

- Duration of the task is 6 months.
- All meetings will be held in Northwest Minnesota and attended by 1 or 2 HDR staff persons. Number of meetings will not exceed 4.

2.0 Mud River Project - Alternatives Analysis

- 2.1 Data Collection:** Topographic survey, water quality monitoring, and soil borings. The data will be used for evaluating project concepts and long-term alternative screening analysis. USFWS is collecting discharge and stage data to determine the Mud River flow split going north and west. This split is located 0.75 miles west of Highway 89. Water samples are also being collected at five locations to determine concentrations of TSS along the JD 11 Main and north diversion channels. A rating curve will be developed to establish hydraulic parameters to use for floodplain and stream restoration design. USFWS and RLWD are working together to obtain this data in 2022.
- 2.2 Hydrologic and Hydraulic Analysis (H&H):** Evaluation of Water Volumes and Flows – HDR will create an H&H model to simulate the range of flows and hydraulic regimes to evaluate water levels, flow frequencies, scenarios, and alternatives.
- 2.3 Sediment Transport / Delivery Modeling:** HDR will create a sediment transport model to simulate the sediment transport, delivery, and reduction effectiveness meeting the purpose and need, with respect to each alternative.
- 2.4 Stream and Floodplain - Fluvial Geomorphology:** DNR stream experts will be consulted with during conceptual design of floodplain enhancement alternatives, in addition to traditional stream restoration concepts.

DELIVERABLES:

- Plan and prepare alternative screening technical materials for coordination meetings.

ASSUMPTIONS:

- HDR is not collecting survey, soil borings, or sampling data. HDR is reviewing the data provided by others.
- Preliminary design will occur under the terms of a future task order.
- 2 and 10 year frequency hydrological events will be evaluated.
- Up to 4 alternatives will be considered for evaluation and discussion at the concept level.
- Stream classification and a restoration plan will occur under a future task order.

3.0 Concept Design and Coordination

Meeting materials, concept level technical information, and maps will be prepared by HDR that summarizes the above tasks, which will form the basis of a consensus building effort for the Project Team and recommendations to the RLWD Board.

DELIVERABLES:

- Technical memorandum and meeting presentations

ASSUMPTIONS:

- Final reporting will occur under the terms of a future task order.
- All cost estimates will be conceptual.



Fee Estimate

The fee estimates for the completion of Tasks 1 through 3 is **\$57,060**, as outlined in the budget table breakdown of tasks, hours, and expenses. This work will be performed on a time and materials not-to-exceed basis. 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.

Table 1. Budget Summary

Task No.	Task/Title	Project Manager	Technician	Geotechnical Engineer	Water Resources Engineer	CAD	Sr. Water Resources Engineer	Hours	Labor Fee
	Hourly Rates	\$215	\$160	\$150	\$160	\$90	\$230		
1	Project Management	24	0	3	18	0	0	45	\$8,490
2	Alternatives Analysis	16	8	6	98	16	24	168	\$28,260
3	Concept Design	18	50	2	24	32	4	130	\$19,810
	Totals	58	58	11	140	48	28	343	\$56,560
HDR Labor									\$56,560
Mileage (\$0.75/mi)									\$150
GPS Equipment Rental (\$350/day)									\$350
Total Fee									\$57,060





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
Project Manager/Engineer

Christine Wiegert
Vice President / MN-WI Area Manager

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

NOTICE TO PROCEED

Owner: **Red Lake Watershed District**

Consultant: **HDR Engineering, Inc.**

By: _____

By:

Name: _____

Name: Christine Wiegert

Title: _____

Title: Vice President / MN-WI Area Manager



FINAL PAYMENT

Client Project No.
RLWD Project No. 149

HEI Project No.
3655-0100

PAYMENT NUMBER: 3

Project: Demarais-Hanson Outlet Project
Location: Section 26 & 27, Louisville Township, Red Lake County

PERIOD OF ESTIMATE:
FROM **7/26/2022** TO **9/7/2022**

CONTRACT CHANGE ORDER SUMMARY			
Change Order		AMOUNT	
NO.	DATE	ADDITIONS	DEDUCTIONS
TOTALS		\$ -	\$ -
NET CHANGE		\$ -	

ESTIMATE		
1. Original Contract	\$	147,350.00
2. Change Orders	\$	-
3. Revised Contract (1+2)	\$	147,350.00
4. Work Completed*	\$	160,505.00
5. Stored Materials*	\$	-
6. Adjustments*	\$	-
7. Subtotal (4+5+6)	\$	160,505.00
8. Retainage 0.00%	\$	-
9. Previous Payments	\$	154,278.50
10. Amount Due (7-8-9)	\$	6,226.50

*Detailed Breakdown Attached if Non-Zero Value

CONTRACT TIME
Completion Date Contract

Original (days)	N/A	On Schedule? Yes	Starting Date: <u>10/25/2021</u>
Revised	N/A		Final Completion: <u>6/30/2022</u>
Remaining	N/A		


CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies, to the best of his/her knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Gladen Construction, Inc.
 By: _____
 Date: _____

ENGINEER'S RECOMMENDATION:

I have reviewed the progress of the work, and to the best of my knowledge, information and belief, in accordance with the terms of the Contract, the Contractor is entitled to a partial payment in the amount requested.


 Engineer: _____
 By: Tony A. Nordby
 Date: 11/29/2022

OWNER'S APPROVAL:

Owner: Red Lake Watershed District
 By: _____
 Date: _____

REMIT PAYMENT TO:
 Gladen Construction, Inc.
 40739 US Hwy 71
 Laporte, MN 56461

Client Project No. *RLWD Project No. 149*
 HEI Project No. *3655-0100*
 Project: *Demarais-Hanson Outlet Project*
 Location: *Section 26 & 27, Louisville Township, Red Lake County*
 Contractor: *Gladen Construction, Inc.*

PAY ESTIMATE

PAY ESTIMATE #:	3
SUBMITTED:	9/8/2022
BEGIN DATE:	7/26/2022
END DATE:	9/7/2022

ITEM NO.	DESCRIPTION	UNIT	CONTRACT			CURRENT PAY ESTIMATE		PREVIOUS PAY ESTIMATES		PAY ESTIMATES TO DATE	
			QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Original Contract Items											
2021.501	Mobilization	LUMP SUM	1.	\$ 10,500.00	\$ 10,500.00		\$ -	1.	\$ 10,500.00	1.	\$ 10,500.00
2101.501	Clearing and Grubbing	LUMP SUM	1.	\$ 13,400.00	\$ 13,400.00		\$ -	1.	\$ 13,400.00	1.	\$ 13,400.00
2105.507	Common Excavation (P)	CY	4,400.	\$ 3.35	\$ 14,740.00		\$ -	4,400.	\$ 14,740.00	4,400.	\$ 14,740.00
2511.507	Random Riprap Class III	CY	866.	\$ 100.00	\$ 86,600.00		\$ -	1,028.	\$ 102,800.00	1,028.	\$ 102,800.00
2511.507	Granular Filter (P)	CY	217.	\$ 60.00	\$ 13,020.00		\$ -	217.	\$ 13,020.00	217.	\$ 13,020.00
2573.501	Stabilized Construction Exit	EACH	1.	\$ 750.00	\$ 750.00		\$ -		\$ -		\$ -
2573.503	Silt Fence, Type MS	LIN.FT.	140.	\$ 6.00	\$ 840.00	-70.	\$ (420.00)	140.	\$ 840.00	70.	\$ 420.00
2575.501	Turf Establishment	LUMP SUM	1.	\$ 7,500.00	\$ 7,500.00	0.25	\$ 1,875.00	0.5	\$ 3,750.00	0.75	\$ 5,625.00
Totals											
Original Contract Amount					\$ 147,350.00						
Extra / Change Order Amount					\$ -						
						Work Completed	\$ 1,455.00		\$ 159,050.00		\$ 160,505.00

FINAL PAYMENT

Client Project No.
176

HEI Project No.
3655-0091

PAYMENT NUMBER: 20

Project: Black River Impoundment Project

PERIOD OF ESTIMATE:

Location: Bray, Sanders, Polk Centre, & Black River Townships, Pennington Cty

FROM **9/17/2022** TO **11/15/2022**

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

Change Order		AMOUNT	
NO.	DATE	ADDITIONS	DEDUCTIONS
1	01/15/21	\$51,564.65	
2	05/06/21	\$3,691.44	
3	08/12/21	\$12,993.75	
4	08/16/21	\$4,207.50	
5	08/25/21	\$9,800.00	
6	06/22/22	\$78,442.00	
TOTALS		\$ 160,699.34	\$ -
NET CHANGE		\$ 160,699.34	

1. Original Contract	\$ 4,374,457.66
2. Change Orders	\$ 160,699.34
3. Revised Contract (1+2)	\$ 4,535,157.00
4. Work Completed*	\$ 4,714,309.50
5. Stored Materials*	\$ -
6. Adjustments*	\$ -
7. Subtotal (4+5+6)	\$ 4,714,309.50
8. Retainage 0.00%	\$ -
9. Previous Payments	\$ 4,557,898.27
10. Amount Due (7-8-9)	\$ 156,411.23

*Detailed Breakdown Attached if Non-Zero Value

CONTRACT TIME

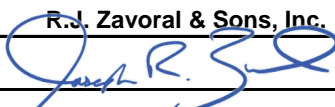
Completion Date Contract

Original (days)	N/A	On Schedule? Yes	Starting Date: <u>10/23/2020</u>
Revised	N/A		
Remaining	N/A		Final Completion: <u>8/31/2022</u>

CONTRACTOR'S CERTIFICATION:


The undersigned Contractor certifies, to the best of his/her knowledge, the following:


- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____
 By: 
 Date: 12/01/2022

ENGINEER'S RECOMMENDATION:

I have reviewed the progress of the work, and to the best of my knowledge, information and belief, in accordance with the terms of the Contract, the Contractor is entitled to a partial payment in the amount requested.

 **Houston Engineering Inc.**

Engineer: _____
 By: 
 Date: 11/30/2022

OWNER'S APPROVAL:

Owner: Red Lake Watershed District
 By: _____
 Date: _____

REMIT PAYMENT TO:

R.J. Zavoral & Sons, Inc.
 1706 Bygland Rd SE
 P.O. Box 435
 East Grand Forks, MN 56721



Client Project No. 176
 HEI Project No. 3655-0091
 Project: Black River Impoundment Project
 Location: Bray, Sanders, Polk Centre, & Black River Townships, Pennington Cty
 Contractor: R.J. Zavoral & Sons, Inc.

PAY ESTIMATE

PAY ESTIMATE #:	20
SUBMITTED:	12/8/2022
BEGIN DATE:	9/17/2022
END DATE:	11/15/2022

ITEM NO.	DESCRIPTION	UNIT	CONTRACT			CURRENT PAY ESTIMATE		PREVIOUS PAY ESTIMATES		PAY ESTIMATES TO DATE	
			QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Original Contract Items											
2021.501	MOBILIZATION	Lump Sum	1	\$ 100,000.00	\$ 100,000.00		\$ -	1.	\$ 100,000.00	1.	\$ 100,000.00
2101.501	CLEARING AND GRUBBING	Lump Sum	1	\$ 30,000.00	\$ 30,000.00		\$ -	1.	\$ 30,000.00	1.	\$ 30,000.00
2104.502	SALVAGE SIGN	Each	7	\$ 225.00	\$ 1,575.00		\$ -	7.	\$ 1,575.00	7.	\$ 1,575.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	Lin. Ft.	496	\$ 2.25	\$ 1,116.00		\$ -	511.	\$ 1,149.75	511.	\$ 1,149.75
2104.503	REMOVE PIPE CULVERTS	Lin. Ft.	1,445	\$ 10.00	\$ 14,450.00		\$ -	1,473.	\$ 14,730.00	1,473.	\$ 14,730.00
2104.503	SALVAGE AND INSTALL PIPE CULVERT	Lin. Ft.	110	\$ 95.00	\$ 10,450.00		\$ -	110.	\$ 10,450.00	110.	\$ 10,450.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SY	1,304	\$ 7.80	\$ 10,171.20		\$ -	1,133.	\$ 8,837.40	1,133.	\$ 8,837.40
2105.507	COMMON EXCAVATION (P)	C.Y.	286,438	\$ 1.78	\$ 509,859.64		\$ -	286,438.	\$ 509,859.64	286,438.	\$ 509,859.64
2105.601	DEWATERING	Lump Sum	1	\$ 14,905.00	\$ 14,905.00		\$ -	1.	\$ 14,905.00	1.	\$ 14,905.00
2105.602	TEST HOLE	Each	10	\$ 265.00	\$ 2,650.00		\$ -	10.	\$ 2,650.00	10.	\$ 2,650.00
2105.607	TOPSOIL EXCAVATION (P)	C.Y.	211,673	\$ 1.75	\$ 370,427.75		\$ -	211,673.	\$ 370,427.75	211,673.	\$ 370,427.75
2106.507	COMMON EMBANKMENT (CV) (P)	C.Y.	557,799	\$ 2.63	\$ 1,467,011.37		\$ -	557,799.	\$ 1,467,011.37	557,799.	\$ 1,467,011.37
2112.601	SUBGRADE PREPARATION (CV) (P)	C.Y.	61,542	\$ 2.00	\$ 123,084.00		\$ -	61,542.	\$ 123,084.00	61,542.	\$ 123,084.00
2118.509	AGGREGATE SURFACING CLASS 1	Ton	249	\$ 15.00	\$ 3,735.00		\$ -	380.52	\$ 5,707.80	380.52	\$ 5,707.80
2123.510	DOZER	Hour	46	\$ 145.00	\$ 6,670.00		\$ -	66.	\$ 9,570.00	66.	\$ 9,570.00
2123.610	CRAWLER MOUNTED BACKHOE	Hour	14	\$ 175.00	\$ 2,450.00		\$ -	14.	\$ 2,450.00	14.	\$ 2,450.00
2211.509	AGGREGATE BASE CLASS 5	Ton	1,602	\$ 14.25	\$ 22,828.50		\$ -	4,318.	\$ 61,531.50	4,318.	\$ 61,531.50
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	Ton	330	\$ 105.00	\$ 34,650.00		\$ -	496.18	\$ 52,098.90	496.18	\$ 52,098.90
2411.601	CONCRETE OUTLET STRUCTURE	Each	1	\$ 195,000.00	\$ 195,000.00		\$ -	1.	\$ 195,000.00	1.	\$ 195,000.00
2411.607	CONCRETE PIPE CRADLE	C.Y.	43	\$ 1,230.00	\$ 52,890.00		\$ -	47.	\$ 57,810.00	47.	\$ 57,810.00
2412.502	12X5 PRECAST CONCRETE END SECTION	Each	2	\$ 8,070.00	\$ 16,140.00		\$ -	2.	\$ 16,140.00	2.	\$ 16,140.00
2412.502	14X7 PRECAST CONCRETE END SECTION (TYPE III)	Each	2	\$ 17,615.00	\$ 35,230.00		\$ -	2.	\$ 35,230.00	2.	\$ 35,230.00
2412.503	12X5 PRECAST CONCRETE BOX CULVERT	Lin. Ft.	62	\$ 950.00	\$ 58,900.00		\$ -	62.	\$ 58,900.00	62.	\$ 58,900.00
2412.503	14X7 PRECAST CONCRETE BOX CULVERT	Lin. Ft.	90	\$ 1,130.00	\$ 101,700.00		\$ -	90.	\$ 101,700.00	90.	\$ 101,700.00
2451.507	GRANULAR BACKFILL (CV) (P)	C.Y.	727	\$ 21.50	\$ 15,630.50		\$ -	727.	\$ 15,630.50	727.	\$ 15,630.50
2451.507	GRANULAR BEDDING (CV) (P)	C.Y.	1,573	\$ 21.50	\$ 33,819.50		\$ -	1,573.	\$ 33,819.50	1,573.	\$ 33,819.50
2452.618	VINYL SHEET PILING	SQ. FT.	8,250	\$ 9.50	\$ 78,375.00		\$ -		\$ -		\$ -
2501.502	18" GS APRON	Each	4	\$ 150.00	\$ 600.00		\$ -	4.	\$ 600.00	4.	\$ 600.00
2501.502	24" GS APRON	Each	2	\$ 200.00	\$ 400.00		\$ -	2.	\$ 400.00	2.	\$ 400.00
2501.502	36" GS APRON	Each	2	\$ 430.00	\$ 860.00		\$ -	2.	\$ 860.00	2.	\$ 860.00
2501.502	60" RC PIPE APRON	Each	2	\$ 2,300.00	\$ 4,600.00		\$ -	2.	\$ 4,600.00	2.	\$ 4,600.00
2501.502	FLAP GATE FOR 18" CS PIPE CULVERT	Each	33	\$ 615.00	\$ 20,295.00		\$ -	41.	\$ 25,215.00	41.	\$ 25,215.00
2501.502	FLAP GATE FOR 24" CS PIPE CULVERT	Each	6	\$ 680.00	\$ 4,080.00		\$ -	8.	\$ 5,440.00	8.	\$ 5,440.00
2501.502	FLAP GATE FOR 36" CS PIPE CULVERT	Each	1	\$ 1,000.00	\$ 1,000.00		\$ -	1.	\$ 1,000.00	1.	\$ 1,000.00
2501.502	35" SPAN GS PIPE-ARCH APRON	Each	6	\$ 355.00	\$ 2,130.00		\$ -	6.	\$ 2,130.00	6.	\$ 2,130.00
2501.502	42" SPAN GS PIPE-ARCH APRON	Each	8	\$ 470.00	\$ 3,760.00		\$ -	8.	\$ 3,760.00	8.	\$ 3,760.00
2501.502	57" SPAN GS PIPE-ARCH APRON	Each	4	\$ 965.00	\$ 3,860.00		\$ -	4.	\$ 3,860.00	4.	\$ 3,860.00
2501.502	64" SPAN GS PIPE-ARCH APRON	Each	6	\$ 1,170.00	\$ 7,020.00		\$ -	6.	\$ 7,020.00	6.	\$ 7,020.00
2501.502	71" SPAN GS PIPE-ARCH APRON	Each	10	\$ 1,470.00	\$ 14,700.00		\$ -	10.	\$ 14,700.00	10.	\$ 14,700.00
2501.502	73" SPAN GS PIPE-ARCH APRON	Each	8	\$ 2,300.00	\$ 18,400.00		\$ -	8.	\$ 18,400.00	8.	\$ 18,400.00
2501.502	65" SPAN RC PIPE-ARCH APRON	Each	2	\$ 2,100.00	\$ 4,200.00		\$ -	2.	\$ 4,200.00	2.	\$ 4,200.00
2501.503	18" CS PIPE CULVERT	Lin. Ft.	1,474	\$ 30.00	\$ 44,220.00		\$ -	1,926.	\$ 57,780.00	1,926.	\$ 57,780.00
2501.503	24" CS PIPE CULVERT	Lin. Ft.	328	\$ 35.00	\$ 11,480.00		\$ -	454.	\$ 15,890.00	454.	\$ 15,890.00
2501.503	36" CS PIPE CULVERT	Lin. Ft.	72	\$ 54.00	\$ 3,888.00		\$ -	72.	\$ 3,888.00	72.	\$ 3,888.00
2501.503	35" SPAN CS PIPE-ARCH CULVERT	Lin. Ft.	132	\$ 53.00	\$ 6,996.00		\$ -	132.	\$ 6,996.00	132.	\$ 6,996.00



Client Project No. 176
 HEI Project No. 3655-0091
 Project: Black River Impoundment Project
 Location: Bray, Sanders, Polk Centre, & Black River Townships, Pennington Cty
 Contractor: R.J. Zavoral & Sons, Inc.

PAY ESTIMATE

PAY ESTIMATE #:	20
SUBMITTED:	12/8/2022
BEGIN DATE:	9/17/2022
END DATE:	11/15/2022

ITEM NO.	DESCRIPTION	UNIT	CONTRACT			CURRENT PAY ESTIMATE		PREVIOUS PAY ESTIMATES		PAY ESTIMATES TO DATE	
			QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
2501.503	42" SPAN CS PIPE-ARCH CULVERT	Lin. Ft.	172	\$ 60.00	\$ 10,320.00		\$ -	172.	\$ 10,320.00	172.	\$ 10,320.00
2501.503	57" SPAN CS PIPE-ARCH CULVERT	Lin. Ft.	78	\$ 85.00	\$ 6,630.00		\$ -	78.	\$ 6,630.00	78.	\$ 6,630.00
2501.503	64" SPAN CS PIPE-ARCH CULVERT	Lin. Ft.	136	\$ 115.00	\$ 15,640.00		\$ -	136.	\$ 15,640.00	136.	\$ 15,640.00
2501.503	71" SPAN CS PIPE-ARCH CULVERT	Lin. Ft.	300	\$ 140.00	\$ 42,000.00		\$ -	300.	\$ 42,000.00	300.	\$ 42,000.00
2501.503	73" SPAN CS PIPE-ARCH CULVERT	Lin. Ft.	158	\$ 130.00	\$ 20,540.00		\$ -	158.	\$ 20,540.00	158.	\$ 20,540.00
2501.503	87" SPAN CS PIPE-ARCH CULVERT (BEVELED)	Lin. Ft.	170	\$ 160.00	\$ 27,200.00		\$ -	92.	\$ 14,720.00	92.	\$ 14,720.00
2501.503	103" SPAN CS PIPE-ARCH CULVERT (BEVELED)	Lin. Ft.	159	\$ 190.00	\$ 30,210.00		\$ -	160.	\$ 30,400.00	160.	\$ 30,400.00
2501.503	117" SPAN CS PIPE-ARCH CULVERT (BEVELED)	Lin. Ft.	68	\$ 225.00	\$ 15,300.00		\$ -	68.	\$ 15,300.00	68.	\$ 15,300.00
2501.503	142" SPAN CS PIPE-ARCH CULVERT (BEVELED)	Lin. Ft.	134	\$ 355.00	\$ 47,570.00		\$ -	134.	\$ 47,570.00	134.	\$ 47,570.00
2501.503	65" SPAN RC PIPE-ARCH CULVERT	Lin. Ft.	76	\$ 230.00	\$ 17,480.00		\$ -	76.	\$ 17,480.00	76.	\$ 17,480.00
2501.503	60" RC PIPE CULVERT DESIGN 3006 CLASS II	Lin. Ft.	82	\$ 215.00	\$ 17,630.00		\$ -	82.	\$ 17,630.00	82.	\$ 17,630.00
2501.503	60" RC PIPE CULVERT DESIGN 3006 CLASS III	Lin. Ft.	52	\$ 235.00	\$ 12,220.00		\$ -	52.	\$ 12,220.00	52.	\$ 12,220.00
2501.602	PLUG AND ABANDON PIPE CULVERT	Each	8	\$ 775.00	\$ 6,200.00		\$ -	8.	\$ 6,200.00	8.	\$ 6,200.00
2511.507	RANDOM RIPRAP CLASS II	C.Y.	259	\$ 95.00	\$ 24,605.00		\$ -	336.	\$ 31,920.00	336.	\$ 31,920.00
2511.507	RANDOM RIPRAP CLASS III	C.Y.	3,941	\$ 95.00	\$ 374,395.00		\$ -	4,506.	\$ 428,070.00	4,506.	\$ 428,070.00
2563.601	TRAFFIC CONTROL	Lump Sum	1	\$ 25,000.00	\$ 25,000.00		\$ -	1.	\$ 25,000.00	1.	\$ 25,000.00
2573.501	STABILIZED CONSTRUCTION EXIT	Lump Sum	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -		\$ -
2573.503	SILT FENCE TYPE MS	Lin. Ft.	2,020	\$ 1.20	\$ 2,424.00		\$ -	1,346.	\$ 1,615.20	1,346.	\$ 1,615.20
2573.503	SEDIMENT CONTROL LOG TYPE STRAW	Lin. Ft.	370	\$ 5.00	\$ 1,850.00		\$ -		\$ -		\$ -
2573.503	FLOTATION SILT CURTAIN TYPE WORK AREA	Lin. Ft.	120	\$ 20.00	\$ 2,400.00		\$ -		\$ -		\$ -
2573.607	ROCK DITCH CHECK	C.Y.	114	\$ 120.00	\$ 13,680.00		\$ -	57.	\$ 6,840.00	57.	\$ 6,840.00
2574.508	FERTILIZER, TYPE 1	Pound	53,876	\$ 0.45	\$ 24,244.20		\$ -	60,192.	\$ 27,086.40	60,192.	\$ 27,086.40
2575.504	RAPID STABILIZATION METHOD 4	S.Y.	1,983	\$ 1.10	\$ 2,181.30		\$ -	1,994.	\$ 2,193.40	1,994.	\$ 2,193.40
2575.504	EROSION CONTROL BLANKET CATEGORY 3	S.Y.	5,999	\$ 1.00	\$ 5,999.00		\$ -	5,900.	\$ 5,900.00	5,900.	\$ 5,900.00
2575.505	SEEDING	Acre	289.6	\$ 100.00	\$ 28,960.00		\$ -	338.4	\$ 33,840.00	338.4	\$ 33,840.00
2575.505	DISK ANCHORING	Acre	289.6	\$ 20.00	\$ 5,792.00		\$ -	345.95	\$ 6,919.00	345.95	\$ 6,919.00
2575.508	SEED MIXTURE 22-111	Pound	8,833	\$ 2.50	\$ 22,082.50	1,168.2	\$ 2,920.50	9,153.	\$ 22,882.50	10,321.2	\$ 25,803.00
2575.508	SEED MIXTURE 25-141	Pound	17,086	\$ 3.00	\$ 51,258.00	2,259.6	\$ 6,778.80	17,706.	\$ 53,118.00	19,965.6	\$ 59,896.80
2575.509	MULCH MATERIAL TYPE 1	Ton	579.2	\$ 85.00	\$ 49,232.00	67.6	\$ 5,746.00	612.4	\$ 52,054.00	680.	\$ 57,800.00
2582.503	4" SOLID LINE PAINT (WHITE)	Lin. Ft.	686	\$ 2.20	\$ 1,509.20		\$ -		\$ -		\$ -
2582.503	4" BROKEN LINE PAINT (YELLOW)	Lin. Ft.	90	\$ 2.20	\$ 198.00		\$ -		\$ -		\$ -
Extra / Change Order Items											
2101.601	CLEARING AND GRUBBING	Acre	3.5	\$ 2,480.00	\$ 8,680.00		\$ -	3.5	\$ 8,680.00	3.5	\$ 8,680.00
2104.601	CSAH 3 DIVERSION DITCH STA. 20+98.40 SALVAGE AND INSTALL 142" SPAN CS PIPE-ARCH CULVERT (BEVELED)	Lin. Ft.	72.	\$ 283.00	\$ 20,376.00		\$ -	72.	\$ 20,376.00	72.	\$ 20,376.00
2104.601	CSAH 3 DIVERSION DITCH STA. 60+40 SALVAGE AND INSTALL 142" SPAN CS PIPE-ARCH CULVERT (BEVELED)	Lin. Ft.	62.	\$ 283.00	\$ 17,546.00		\$ -	62.	\$ 17,546.00	62.	\$ 17,546.00
2104.601	SOUTH DIVERSION DITCH STA. 84+63 SALVAGE AND INSTALL 64" SPAN CS PIPE-ARCH CULVERT WITH APRONS	Lin. Ft.	30.	\$ 165.00	\$ 4,950.00		\$ -	30.	\$ 4,950.00	30.	\$ 4,950.00
2104.601	SOUTH DIVERSION DITCH STA. 96+17 SALVAGE AND INSTALL 64" SPAN CS PIPE-ARCH CULVERT WITH APRONS	Lin. Ft.	58.	\$ 165.00	\$ 9,570.00		\$ -	58.	\$ 9,570.00	58.	\$ 9,570.00
2105.507	COMMON EXCAVATION (LEVEE)	C.Y.	2,852	\$ 2.50	\$ 7,130.00		\$ -	2,852.	\$ 7,130.00	2,852.	\$ 7,130.00
2105.507	COMMON EXCAVATION (CHURCH AREA)	C.Y.	6,140	\$ 5.20	\$ 31,928.00		\$ -	6,140.	\$ 31,928.00	6,140.	\$ 31,928.00
2105.507	COMMON EXCAVATION (P) (Co Road 68 Diversion Ditch Modification)	C.Y.	1,870	\$ 2.25	\$ 4,207.50		\$ -	1,870.	\$ 4,207.50	1,870.	\$ 4,207.50
2105.601	CLAY BORROW (LV)	C.Y.	1,000	\$ 11.00	\$ 11,000.00		\$ -	1,888.	\$ 20,768.00	1,888.	\$ 20,768.00
2106.507	COMMON EMBANKMENT (CV) (P)	C.Y.	1,455	\$ 2.63	\$ 3,826.65		\$ -	1,455.	\$ 3,826.65	1,455.	\$ 3,826.65
2123.510	DOZER (2022 FUEL ADJUSTMENT)	Hour	40	\$ 170.00	\$ 6,800.00		\$ -	124.	\$ 21,080.00	124.	\$ 21,080.00



Client Project No. 176
 HEI Project No. 3655-0091
 Project: *Black River Impoundment Project*
 Location: *Bray, Sanders, Polk Centre, & Black River Townships, Pennington Cty*
 Contractor: *R.J. Zavoral & Sons, Inc.*

PAY ESTIMATE

PAY ESTIMATE #:	20
SUBMITTED:	12/8/2022
BEGIN DATE:	9/17/2022
END DATE:	11/15/2022

ITEM NO.	DESCRIPTION	UNIT	CONTRACT			CURRENT PAY ESTIMATE		PREVIOUS PAY ESTIMATES		PAY ESTIMATES TO DATE		
			QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
2123.610	CRAWLER MOUNTED BACKHOE (2022 FUEL ADJUSTMENT)	Hour	40	\$ 205.00	\$ 8,200.00		\$ -	35.5	\$ 7,277.50	35.5	\$ 7,277.50	
2452.618	VINYL SHEET PILING (EXCAVATED METHOD)	Sq. Ft.	5,775	\$ 11.75	\$ 67,856.25		\$ -	8,250.	\$ 96,937.50	8,250.	\$ 96,937.50	
2452.618	VINYL SHEET PILING	Sq. Ft.	-5,775	\$ 9.50	\$ (54,862.50)		\$ -		\$ -		\$ -	
2501.502	INSTALL 71" SPAN GS PIPE-ARCH APRON	Each	2	\$ 467.97	\$ 935.94		\$ -	2.	\$ 935.94	2.	\$ 935.94	
2501.503	INSTALL 71" SPAN GS PIPE-ARCH CULVERT	Lin. Ft.	50	\$ 55.11	\$ 2,755.50		\$ -	50.	\$ 2,755.50	50.	\$ 2,755.50	
2501.503	71" SPAN CS STRUCTURAL PLATE-ARCH CULVERT	Lin. Ft.	28	\$ 350.00	\$ 9,800.00		\$ -	28.	\$ 9,800.00	28.	\$ 9,800.00	
Totals												
					Original Contract Amount	\$ 4,374,457.66						
					Extra / Change Order Amount	\$ 160,699.34						
							Work Completed	\$ 15,445.30		\$ 4,698,864.20		\$ 4,714,309.50



Permit # 22-270

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Badger Township		20711 310th St. SE Erskine, MN 56535		tel:218-289-5587 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Badger** Range: **42** Section: **19 1/4**:

(4) Describe in detail the work to be performed. **Replace culvert crossing road, same diameter, extend in length from 36' to 50"**

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

Status

Status	Notes	Date
Approved	P.A. #22-270 – Badger Township Polk County – Badger Township Section 19 Red Lake Watershed District (RLWD) approval to replace failed 48” culvert with a new 48” culvert. This is an “After the Fact” Permit due to the spring '22 flood 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. Applicant shall install appropriate erosion control measures for energy dissipation at the outlet of pipes. 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.	Dec. 7, 2022
Received	None	Nov. 21, 2022

Conditions

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



Permit # 22-271

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Badger Township		20711 310th St. SE Erskine, MN 56535		tel:218-289-5587 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Badger** Range: **42** Section: **10 1/4**:

(4) Describe in detail the work to be performed. **Replace culvert, same diameter and length, crossing township road**

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

Status

Status	Notes	Date
Approved	P.A. #22-271 – Badger Township Polk County – Badger Township Section 10 Red Lake Watershed District (RLWD) approval to replace failed 24” culvert with a new 24” culvert. This is an “After the Fact” Permit due to the spring '22 flood 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. Applicant shall install appropriate erosion control measures for energy dissipation at the outlet of pipes. 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.	Dec. 7, 2022
Received	None	Nov. 21, 2022

Conditions

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



Permit # 22-272

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Badger Township		20711 310th St. SE Erskine, MN 56535		tel:218-289-5587 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Badger** Range: **42** Section: **10 1/4**:

(4) Describe in detail the work to be performed. **Replace culvert, same diameter, extend in length from 36' to 50'. Crossing road**

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

Status

Status	Notes	Date
Approved	P.A. #22-272 – Badger Township Polk County – Badger Township Section 10 Red Lake Watershed District (RLWD) approval to replace failed 30” culvert with a new 30” culvert. This is an “After the Fact” Permit due to the spring '22 flood 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. Applicant shall install appropriate erosion control measures for energy dissipation at the outlet of pipes. 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.	Dec. 7, 2022
Received	None	Nov. 21, 2022

Conditions

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

Red Lake Watershed District - Administrators Report

December 8, 2022

Red River Watershed Management Board – LeRoy and I attended the Red Board meeting held in Ada, December 13, 2022. This meeting is part of the legislative meeting with local House Members as we have been informed that regrettably the Senate members have a meeting scheduled for the same day so will not be available. The 2022 Annual Legislative Open House will run in conjunction with the regular Board meeting December 13, 2022. The Legislation portion of the meeting will start at 10:00 am which will also include lunch. Each member District is supposed to give a brief presentation of projects that have been completed or are presently working on, which in our case is Black River Impoundment, Ring Dikes, and various One Watershed One Plan Projects. If you would like to attend this meeting live, please let Tammy or Ann know as they want a head count for lunch. This meeting can be attended live or via Teams so if you want to attend remote, please let us know and we can get you a link.

I have included in your packet the letter from the RRWMB to Governor Walz requesting his support for Flood Hazard Mitigation funding as well as stable funding for FDR in the future.

Thief River 1W1P – We are having a Steering Committee meeting December 16th in preparation with the Advisory/Policy Committee meeting being held December 19, 2022.

Clearwater River 1W1P – RLWD Staff has completed a preliminary survey of the Clearwater River near the Greenwood 27 Project in Greenwood Township in Clearwater County. This survey had to be completed so Houston Engineering can proceed with engineering and design on a few of the bank erosion areas that were identified from the drone flight completed this fall. We will use a portion of the \$30,000 in funds remaining from the Watershed Planning grant toward our Technical and Engineering costs.

Red Lake River 1W1P – This past Tuesday Polk County Engineering staff, West Polk SWCD, RLWD and HDR Engineering staff meet to review 5 options for the repair of the slough at the outlet of PC 99. This was a very good meeting we were able to narrow down the options and to also look at cost reduction options. There will be another meeting held on Monday December 12th with landowners on Crescent Avenue in Crookston to discuss options for a bank stabilization project near various homes within the corridor of Crescent Ave.

FEMA – RLWD staff is continuing to work on data input for completed projects. FEMA has also provided on-site staff to work with RLWD to review and gather information on projects that have yet to be constructed or repaired. This portion of the review will also include some windshield inspection of the project sites and possibly confirming quantities.

Minnesota Association of Watershed Administrators – I attended the MAWA meeting on Wednesday November 30th at the Arrowwood in Alexandria. The rest of the staff and Board of Managers attended the pre-conference sessions on Thursday followed by the open sessions on Friday and concluded with the Banquet on Friday, December 2nd.



December 6, 2022

Governor Tim Walz
321 State Capitol
75 Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Dear Governor Walz:

Congratulations on your recent re-election. The Red River Watershed Management Board (RRWMB) thanks you again for your visit to the Oslo area during the spring 2022 flood in the Red River Basin (RRB). You saw firsthand the difficulties of daily life during a RRB flood at the Nelson Farm on May 14, 2022 and the challenges being faced by farmers and rural residents.

To reduce uncertainty for RRB taxpayers, the RRWMB has co-funded farmstead ring-dikes, city flood levees, and large-scale flood impoundments. While much work has been done in these areas to reduce or eliminate flood impacts, we have much work left to address flooding of agricultural lands and to reduce impacts to rural drainage and transportation infrastructure.

Large flood events impact our transportation system and the movement of agricultural products. In addition, frequent flooding in the RRB affects the ability of our farmers to meet contract obligations for delivery of commodities to local cooperatives. The devastating fall flooding in 2019 impacted all farmers in the RRB and farmers that were contracted with American Crystal Sugar (ACS) had great difficulty in delivering sugar beets to ACS factories. Contract growers that could not deliver had to pay \$343 per unharvested acre back to ACS.

Flooding in the RRB has occurred three of the last four years and this has greatly diminished, and severely eroded equity, financial resources, and capital acquired over decades by RRB farmers. To protect your vision of "One Minnesota," we want to ensure that rural communities remain vibrant in the RRB, and that agricultural production continues with the next generation of farmers. To do this, the RRWMB remains committed with its membership to construct multipurpose water storage and flood control projects to alleviate flood impacts in the RRB.

In 2022, we requested \$47 million in bond funds to construct several projects that would store 100,000 acre-feet of water. Unfortunately, with the legislature's inability to pass a bonding bill in 2022, several projects were not able to move forward to construction and operation.



Right now, between the State of Minnesota, RRWMB, and our membership, approximately \$50 million has been invested in projects that are in the RRWMB funding process. To get these projects to the finish line so that we can reduce flood impacts to our taxpayers, a bonding bill or other state funding is needed in 2023. We are also aware that the current known need for Flood Hazard Mitigation Program funding across the state is approximately \$156 million. This Program, which is pass-through to local governmental units such as our member watershed districts, has been severely underfunded in recent years.

Goal 2 of the Minnesota Climate Action Framework relates to climate smart natural and working lands. A priority action is to "Increase Water Storage and Infiltration and Manage Drainage." RRB water storage projects can help meet this priority action. The RRWMB has been funding water storage for 46 years and we have the expertise to help the State of Minnesota meet its water storage goals.

Given today's economic forecast from the State of Minnesota, we respectfully request that you include at least \$90 million statewide for flood mitigation and water storage projections in your 2023 capital investment budget, including at least \$50 million directed to the RRB. Thank you for your consideration.

Sincerely,

Sincerely

A handwritten signature in black ink, appearing to read "John Finney".

John Finney
President, RRWMB

A handwritten signature in black ink, appearing to read "Robert L. Sip".

Robert L. Sip
Executive Director, RRWMB

CC: RRWMB Managers
RRWMB Membership
Lisa Frenette, RRWMB Legislative Liaison
Ian Marsh, RRWMB Legislative Liaison