

RED LAKE WATERSHED DISTRICT

February 24, 2022

9:00 a.m.

Agenda

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	February 10, 2022 Minutes	Action
	Financial Report dated February 23, 2022	Action
	Wetland Banking, RLWD Project No. 147-Ottertail County Hwy. Dept.	Information
	Black River Impoundment, RLWD Project No. 176-Wetland Banking	Info./Action
	Thief River Falls Westside FDR, RLWD Project No. 178 Purchase Agreement	Info./Action
	Knutson Dam, RLWD Project No. 50F-Update	Info./Action
	County Ditch 1, Clearwater County, RLWD Project No. 103 Abandonment – Landowner Meeting	Information
	Permits: No. 22-009, Polk County Highway Department	Action
	Office Lighting	Info./Action
	23 rd Annual Joint RRWMB & FDRWG Conference-March 22-23,	Information
	Administrators Update	Information
	Legal Counsel Update	Information
	Managers' updates	Information
	Adjourn	Action

UPCOMING MEETINGS

March 2, 2022	2022 Interagency Impoundment Meeting, RLWD Office, 9:30 a.m.
March 10, 2022	RLWD Board Meeting, 9:00 a.m.
March 18, 2022	Mud River Project Work Team Meeting, RLWD Office, 9:00 a.m.
March 22-23, 2022	23 rd Annual Joint RRWMB & FDRWG Conference
March 24, 2022	RLWD Board Meeting, 9:00 a.m.
April 1, 2022	County Ditch 1, Clearwater County, Proj. 103 Landowner Meeting, 10:00 a.m.

DRAFT

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
February 10, 2022

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

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

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

The Board reviewed the January 27, 2022, minutes. Manager Dwight stated that Robin Dwight was listed as landowner but should be listed as the President of the Upper Red Lake Area Association. Motion by Sorenson, seconded by Tiedemann, to approve the January 27, 2022, Board meeting minutes with corrections. Motion carried.

The Board reviewed the Financial Report dated February 9, 2022. Motion by Anderson, seconded by Ose, to approve the Financial Report dated February 9, 2022, as presented. Motion carried.

Administrator Jesme and Staff member Ann Joppru discussed the District's depreciation schedule where District staff currently record assets above \$500. Advisement was taken from the District's Auditor, Brady Martz, that most governmental organizations use \$5,000 as the amount used for recording assets. Motion by Tiedemann, seconded by Dwight, to approve changing the recording of District's assets from \$500 to \$5,000. Motion carried.

The Board reviewed correspondence from Red Lake County regarding the District's share of reimbursing Red Lake County for the dispute between Enbridge Energy and the MN Department of Revenue regarding the appraised value the state placed on the pipeline for tax years 2013-2019. Administrator Jesme stated that the District's portion is \$3,052.88, with approximately ½ of the amount reimbursable by the RRWMB. Motion by Tiedemann, seconded by Anderson, to authorize payment in the amount of \$3,052.88 to Red Lake County, for the District's portion of the Enbridge Energy appeal to the MN Department of Revenue. Motion carried.

Administrator Jesme stated that the Red Lake River 1W1P, RLWD Project No. 149, was approved for the 2022 Watershed Based Funding grant through BWSR. Jesme indicated that the 2018 grant is closed out, with current project expenditures coming out of the 2020 grant that will expire on December 31, 2022.

Administrator Jesme was informed by the Pennington County Auditors Office, that since the maintenance levy on the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178, was not certified to the county by September 15, 2021, it will not be payable on

the 2022 tax year. Jesme indicated the staff will bring this back to the Board when we complete our other maintenance obligation levies by September 15, 2022, payable for 2023.

Administrator Jesme informed the Board that the Joint Ditch 2, RLWD Project 42 - Joint Board has not met since 1989. In 1984, a redetermination of benefits was completed that split the system into four ditches, which include: Lost River, RLWD Project No. 4; Branch A & Branch 1 of A JD #2, RLWD Project No. 48; Main JD #2 Upstream of Anderson Lake & Br B & C, RLWD Project No. 49; and Main JD #2 Downstream of Anderson Lake, RLWD Project No. 51. Jesme spoke to Polk County Engineer, Rich Sanders, and was told he could not find it on the list of Polk Counties ditches. Sanders suggested that since there has not been a legal transfer of the ditch, a Joint Ditch Board meeting should be held to set up a hearing date. It was the consensus of the Board, to authorize Administrator Jesme the authority to set up a meeting with the Joint Ditch Board to request a transfer of the system to the Watershed District since all the ditches are in Clearwater County and only a small portion of the benefited area is in Polk County.

Administrator Jesme stated that he spoke with the Clearwater County Auditor regarding the payment of damages for the redetermination of benefits for Joint Ditch 100, RLWD Project No. 41A and Joint Ditch 101, RLWD Project No. 41B. In the redetermination of benefits, the Joint Ditch 72 Board voted to have a 10-year debt repayment on the landowner's assessments. The District is required to send payment for damages to landowner's, therefore there will be a debt of \$32,577.96, which will be paid back to the District over the next 10-year period with a 1% interest rate. Jesme explained that for accounting purposes and ease of tracking of the repayment, new project numbers should be set up for both projects. Motion by Sorenson, seconded by Ose, to approve the following new project numbers to administer the 10-year recovery period to be, Joint Ditch 100, RLWD Project No. 41AA and Joint Ditch 101, RLWD Project No. 41BB. Motion carried.

The Board reviewed correspondence from BWSR regarding Minnesota State Statute 103d.605, Watershed District Project Establishments. Legal Counsel Sparby stated that BWSR was made aware that according to the statute, a project that will be constructed with government aid must be submitted to BWSR, to establish it as a project. Manager Ose stated that he will address the topic up at the next BWSR Board meeting and report back to the Board.

Administrator Jesme presented information from BWSR on the average cost per credit of wetland banking credits. The District currently has 17.182 acres of wetland banking credits from the Louisville/Parnell Project, RLWD Project No. 121. Of the 18.23 acres of credit originally awarded, 14.202 acres remaining are state certified and only 3.784 acres have USACOE certification. Discussion was held on selling state certified wetland credits to Ottertail County Highway Department. Jesme stated that clarification needs to be determined if the wetland banking credits in the amount of 5.03 acres have been withdrawn from the bank for mitigation of wetlands during the construction of the Black River Impoundment, RLWD Project No. 176. Motion by Dwight, seconded by Ose, to sell up to four acres, at no less than \$10,000 per acre from the District's state certified wetland banking credits to the Ottertail County Highway Department. Motion carried.

Staff member Nick Olson reviewed snow survey sampling obtained by District staff, for week ending February 12, 2022. Olson stated that this information is provided to the National Weather Service to assist in spring flood predictions. Manager Dwight questioned if the District would be willing to take samples in the Upper/Lower Red Lake subwatershed, Olson will collaborate with Manager Dwight.

Motion by Ose, seconded by Page, to grant a one -year permit extension for RLWD Permit No. 21-045, Thief River Falls Regional Airport, Rocksbury Township, Pennington County. Motion carried.

The Board reviewed RLWD Permit Nos. 22001-22003, 22005, Polk County Highway Department, Grove Park Township, Polk County and 22007, Polk County Highway Department, Euclid Township, Polk County. Staff member Nick Olson stated that all permits are located within legal drainage systems. Discussion was held on requirements for work completed within an existing legal drainage system. Motion by Sorenson, seconded by Ose, to approve RLWD Permit Nos. 22001-22003, 22005, Polk County Highway Department, Grove Park Township, Polk County and 22007, Polk County Highway Department, Euclid Township, Polk County, with the stipulation that a public hearing should be held prior to completion of the work. Motion carried.

The Board reviewed the permits for approval. Motion by Tiedemann, seconded by Anderson, to approve the following permits with conditions stated on the permits: No. 22004, BNSF Railway Company, Popple Township, Clearwater River; No. 22006, Polk County Highway Department, Eden Township, Polk County; No. 22008, and Polk County Highway Department, Brandsvold Township, Polk County. Motion carried.

Administrators Update:

- Ose will not attend the February 15th RRWMB meeting. Manager Tiedemann will go in Ose's absence. Jesme will participate in the meeting via Microsoft Teams.
- District staff has been working with Brady Martz to move forward with QuickBooks Online Software. There were minor adjustments to be incorporated, but things seem to be moving forward.
- Staff member Slowinski has been working with local schools on the River of Dreams curriculum with staff from the International Water Institute.
- Staff members Hanson, Slowinski and Jesme participated in the Pennington County SWCD Annual meeting that was held in the District office on February 1st. Jesme and Hanson presented various projects during the meeting.
- Managers Sorenson, Anderson, Page and Dwight attended the Watershed Managers Training session in Warren on February 4th. Manager Ose plans to attend the training session on February 11th in Barnesville.
- Staff members Olson and Koland attended a virtual meeting regarding the Polk County Multi Hazard Mitigation Plan.
- Included in the packet was the November and December Water Quality Reports.
- District staff is moving forward with drafting of the 2021 Annual Report.

Manager Sorenson stated that BWSR did a nice job on the Watershed Managers Training.

Legal Counsel Sparby stated that a Stipulation Agreement was reached on the Appeal for the Improvement to Polk County Ditch 39, RLWD Project No. 179. A hearing date will be set in February.

Legal Counsel Sparby will work with Administrator Jesme on the land purchase for the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178.

Manager Dwight updated the Board on the Upper Red Lake Area Lake Association “Keep it Clean” campaign. Dumpsters have been placed at their designated locations and the Mille Lacs Lake has joined in the “Keep it Clean” campaign, which may help in potential funding and working with a lobbyist. Drafting of legislation is being gathered to present for consideration, with a stakeholders meeting scheduled for March 1st.

Manager Sorenson stated that he will not be in attendance at the February 24, 2022, Board meeting.

Motion by Ose, seconded by Anderson, to adjourn to Executive Session.

Motion by Sorenson, seconded by Dwight, to end the Executive Session.

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

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report for February 24, 2022

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding FICA, Fed & Medicare (2-9-22 payroll)	95.62
online	MN Department of Revenue	Withholding taxes (2-9-22 payroll)	7.82
online	EFTPS	Withholding FICA, Fed & Medicare (2-16-22 payroll)	4,456.35
online	MN Department of Revenue	Withholding taxes (2-16-22 payroll)	779.13
online	Further	Employee HSA (2-16-22 payroll)	215.00
online	Public Employees Retirement Assn.	PERA (2-16-22 payroll)	2,782.82
40043	Red Lake County Auditor	Enbridge dispute with MN Dept Revenue	3,052.88
40044	Jason Bruggeman	Clean and detail vehicles	598.50
39260	Tammy Audette	voided check - lost	(160.00)
40045	Corporate Technologies	IT services and Microsoft Office 360	1,472.50
40046	HDR Inc.	Engineering services on Proj #26B & #180C	2,711.46
40047	Houston Engineering Inc.	Engineering services on Proj #50F & #176	10,237.50
40048	Richards Publishing Co.	1 Year subscription to Leader Record	40.00
40049	Rinke Noonan	Legal fees Proj #179	216.00
40050	MNBWSR	Wetland Banking Fee Withdrawal	5,165.81
40051	Tammy Sandness	Clean office Jan/Feb	240.00
40052	Marco	Office Phones	338.96
online	Terry Sorenson	Mileage	194.23
online	Christina Slowinski	Mileage	168.48
online	City of Thief River Falls Utilities	Office utilites	1109.63
online	Cardmember Services	* See below for details	3,938.62
online	Tammy Audette	Reissued payment for cleaning offices - Dec	160.00
online	Dale Nelson	Mileage	51.48
online	Al Page	Mileage	149.76
	Payroll		-
	Staff & Board Payroll (2-16-22)		15,321.52
	Total Checks		\$ 53,344.07

*** Cardmember Services**

AT&T-Cell phone payments & service	397.96
Itasca CC - tuition for staff members	2,645.60
Amazon - headsets	234.12
Home Depot - standup desk for staff	410.94
Innov. Office Solutions- covid tests	<u>250.00</u>
Total	3,938.62

Banking

Northern State Bank

Balance as of February 10, 2022	\$ 322,196.95
Total Checks Written	(53,344.07)
Receipt #224090 MPCA 319 Grant Proj #46R	3,055.00
Balance as of February 24, 2022	<u>\$ 271,907.88</u>

Current interest rate is .20%

American Federal Bank-Fosston

Balance as of February 10, 2022	\$ 2,923,483.24
Receipt #224088 Red River Basin Commission - refund for conf fee	\$ 250.00
Receipt #224089 Red Lake County - 2021 Riparian Aid	8,906.00
Receipt #224091 RRWMB - Enbridge Reimbursement-Red Lake County	1,490.44
Receipt #224092 RRWMB Ring Dike Reimbursement**	115,844.51
Receipt #224093 RRWMB -reimbursement for Mud River Project Work Team expenses	4,651.34
Receipt #224094 RRWMB - reimbursement for TRF Oxbow Project 46Q WQ Comp Grant	250,000.00
Balance as of February 24, 2022	<u>\$ 3,304,625.53</u>

Current interest rate is .50%

Total Cash **\$ 3,576,533.41**

****RRWMB Ring Dike Reimbursement**

Larson	19601.63
Nelson	14007.41
Schaumburg	1457.82
Threat	80777.65
Total	115844.51

PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___th day of February, 2022, by and between the Red lake Watershed District, a political subdivision under the laws of the State of Minnesota, ("Seller") and Tango TNE LLC, a Minnesota limited liability company, ("Buyer"), WITNESSETH:

Whereas, Buyer submitted the high bid for the purchase of the real property described herein, as set forth in the bid document attached hereto as Exhibit "A" and said bid was accepted by the Board of Managers of the Red Lake Watershed District. Now Therefore, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed by and between the parties as follows:

1. SALE AND PURCHASE OF PROPERTY. Seller hereby agrees to sell and Buyer hereby agrees to buy that certain real property located in the County of Pennington and State of Minnesota described as follows:

LAND DESCRIPTION: (This description was not legally surveyed).

That certain parcel of real property located in the Northwest Quarter (NW1/4) of Section Thirty-two (32), Township One Hundred Fifty-four (154) North of Range Forty-three (43) West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at a point in the northeast corner of the said Northwest Quarter (NW1/4); thence, S 00° 08' 15" E along the easterly line of said Northwest Quarter (NW ¼) a distance of 750.00 feet to the point of beginning; thence, S 88° 46' 00" W for a distance of 1,026.24 feet to a point; thence, S 01° 14' 00" E for a distance of 249.96 feet to a point; thence, N 88° 46' 00" E for a distance of 1,021.46 feet to a point; thence, N 00° 08' 15" W for a distance of 250.00 feet to the POINT OF BEGINNING;

This parcel contains approximately 5.88 Acres.

(hereafter "Property").

2. PURCHASE PRICE. The purchase price to be paid by Buyer to Seller for the Property shall be \$200,000.00.

2.1. Earnest Money. Earnest money of \$2,000.00 and other valuable consideration. If the transaction contemplated by this Agreement shall not close due to the failure of any of the contingencies, warranties, or representations hereafter set out, or due to the mutual cancellation of this Agreement by Buyer and Seller, the earnest money shall be returned to Buyer. The parties hereto agree to execute such documents as may be reasonably required.

2.2. Balance of Purchase Price. The remaining balance of \$198,000.00 shall be paid in cash on the Date of Closing contingent upon the prior satisfaction of all conditions and covenants set forth in this Agreement.

3. CONTINGENCIES. This Agreement and closing hereunder shall be and hereby is, made contingent upon each of the following:

3.1. Seller has and will have on the date of closing, good and marketable title to the Property, free and clear of all assessments, liens, and encumbrances, except easements, restrictions and reservations of record;

3.2. All warranties and representations of Seller hereunder are true and correct as of the date hereof, and on the Date of Closing;

3.3. If applicable, Seller shall have delivered to Buyer an affidavit, under penalty of perjury (a so-called "FIRPTA Affidavit") duly executed by Seller, in form and substance required under Treasury Regulation §1.897-2(h), certifying facts that would exempt the Buyer from withholding requirements of the Foreign Investment in Real Property Tax Act.

3.4. Certificates. Seller shall provide the resolution of the Board of Managers authorizing and approving the execution and delivery of this Agreement by the Corporation, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby;

3.5. Buyer in its sole discretion shall conduct any environmental review it may deem necessary.

3.6. If all of the foregoing contingencies have not been satisfied or waived by Buyer on or before the Date of Closing as is expressly agreed upon by the parties hereto, then this Agreement may be terminated at Buyer's option, and upon written notice of termination, any Earnest Money deposited by Buyer shall be returned to Buyer and upon such return, neither party shall have any further rights or obligations with respect to this Agreement or the Property.

4. EVIDENCE OF TITLE. Buyer shall have a reasonable time to have an abstract updated and certified to date for the Property. Buyer shall be allowed 20 days after receipt of the abstract for examination of the title to the Property and the making of any objections thereto, which objections must be made in writing or shall be deemed to be waived. If any objections are so made, Seller shall be allowed 120 days to make title to the Property marketable. Pending correction of title to the Property, the payments required by this Agreement shall be postponed.

4.1. Remedy. If title to the Property is not marketable and is not made so within 120 days from the date of written objection thereto as set out above, Buyer shall have the option of:

4.1.1. Declaring this Agreement null and void, and in such event, receiving a refund of all earnest money; or

4.1.2. Waiving any defect in title, and in such event, proceeding to close the transaction contemplated by this Agreement.

5. REPRESENTATIONS AND WARRANTIES BY SELLER. Seller represents and warrants to Buyer that:

5.1. On the Date of Closing, Seller will own the Property being conveyed hereby free and clear of all liens, charges, and encumbrances, except easements, restrictions, reservations of record;

5.2. Seller has received no notice of any action, litigation, investigation, or proceeding of any kind pending against Seller, nor to the best of Seller's knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Property, or any part thereof;

5.3. Seller has complied with all statutes, ordinances and rules regulating the sale and use of the Property;

5.4. To the best of Seller's knowledge, there are no intended public improvements or special assessments affecting the Property which will result in any charge being levied or assessed against it or in the creation of any lien against it;

5.5. Seller has not entered into any other contracts for the sale of the Property, nor as of the Date of Closing will there be any first rights of refusal or options to purchase the Property; and

6. CLOSING. The date on which the closing of the transaction herein described shall occur (the "Date of Closing") shall be on or before April 1, 2022. On the Date of Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, the following:

6.1. A warranty deed conveying the Property to Buyer, free and clear of all liens, charges, and encumbrances, except easements, restrictions, and reservations of record; and a certified copy of a resolution of the Board of Manager's approval of said sale;

6.2. Certificate of Real Estate Value and supplemental schedule.

7. COSTS AND PRORATIONS. Buyer and Seller hereby agree to the following pro-rations and allocations of costs in connection with this Agreement and the transactions contemplated hereby:

7.1. Seller shall pay all costs of obtaining, updating, and delivering a certified abstract to the Property or 40 year search, continued to date; Cost of purchase agreement; Cost of warranty deed;

7.2. Buyer shall pay recording charges in connection with recording the deed to be delivered herein;

7.3. Seller shall pay all state deed tax in connection with the deed to be delivered by Seller hereunder;

7.4. Real estate taxes and installments of special assessments due and payable in 2022, if any, shall be pro-rated between Buyer and Seller to date of closing. Real estate taxes and installments of special assessments due in payable in 2021 and prior years shall be paid by Seller.

7.5. Seller and Buyer shall each be responsible for their respective attorney's fees in connection with the negotiation, preparation, and closing of this Agreement and the transactions contemplated hereby; and

7.6. Seller and Buyer shall each be responsible for all real estate or business brokerage fees of any nature that they incurred, if any.

8. DAMAGE, DESTRUCTION, EMINENT DOMAIN.

8.1. If, prior to closing, the Property or any part thereof shall be damaged or destroyed by fire, the elements, or any cause, this Agreement shall become null and void, at Buyer's option. If Buyer elects to proceed and to consummate the purchase contemplated hereby, despite said damage or destruction, there shall be no reduction in or abatement of the purchase price, and Seller shall assign to Buyer all of Seller's right, title, and interest in and to all insurance proceeds resulting, or to result, from said damage or destruction; and

8.2. If, prior to closing, the Property or any part thereof shall be taken by, or be threatened with taking by eminent domain, this Agreement shall become null and void, at Buyer's option. If Buyer elects to proceed and to consummate the purchase contemplated hereby despite said taking, there shall be no reduction in or abatement of the purchase price, and Seller shall assign to Buyer all the Seller's right, title, and interest in and to any award made, or to be made, in the condemnation proceeding.

9. ENVIRONMENTAL MATTERS.

9.1. To the Knowledge of the Seller:

9.1.1. The Seller has been in compliance with all applicable Environmental Laws and there is no condition that is reasonably likely to prevent or materially interfere with compliance by the Seller with Environmental Laws, pending closing;

10. ASSIGNMENT. Buyer shall not have the right to assign Buyer's interest under this Agreement without first obtaining the written consent of Seller. Seller shall not unreasonably withhold consent. Seller shall not have the right to assign Seller's interest under

this Agreement without first obtaining the written consent of Buyer. Buyer shall not unreasonably withhold consent.

11. **SURVIVAL.** All of the terms, covenants, conditions, representations, warranties, and agreements contained in this Agreement shall survive and continue in force and effect and shall be enforceable after the closing.

12. **AUTHORITY.** Seller represents and warrants to Buyer as follows: Seller has the legal capacity and all requisite power and authority to enter into this Agreement, to comply with the provisions hereof and to carry out the transactions contemplated hereby. Seller is duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to enter into this Agreement and to comply with the provisions hereof. This Agreement constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and the other documents to be executed in connection herewith and to perform its obligations under this Agreement and the documents to be executed in connection herewith.

13. **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:

Seller:

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

Buyer:

Tango TNE LLC
1820 State Highway 1 NE
Thief River Falls, MN 56701

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

15. **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.

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

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

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLER:

Red Lake Watershed District

By Its: President

BUYER:

Tango TNE LLC

By Its: Chief Manager

EXHIBIT "A"


Real Estate Bid


Red Lake Watershed District
1000 Pennington Ave S
Thief River Falls, MN 56701

RE: 5.88 acres
Located in the NW1/4, Section 32, North Township (T154N, R43W), Pennington County, MN

We, Tango TNE, LLC, hereby enter a bid of **\$200,000.00** for the above referenced property. This is a cash offer not subject to financing.

Title delivered at closing shall be commercially acceptable, free and clear of any and all liens, reservations, exceptions, and encumbrances.

 12-14-2021
Daniel Gorder, President Date
Tango TNE, LLC

 12-14-2021
John Oncken, Vice President Date
Tango TNE, LLC

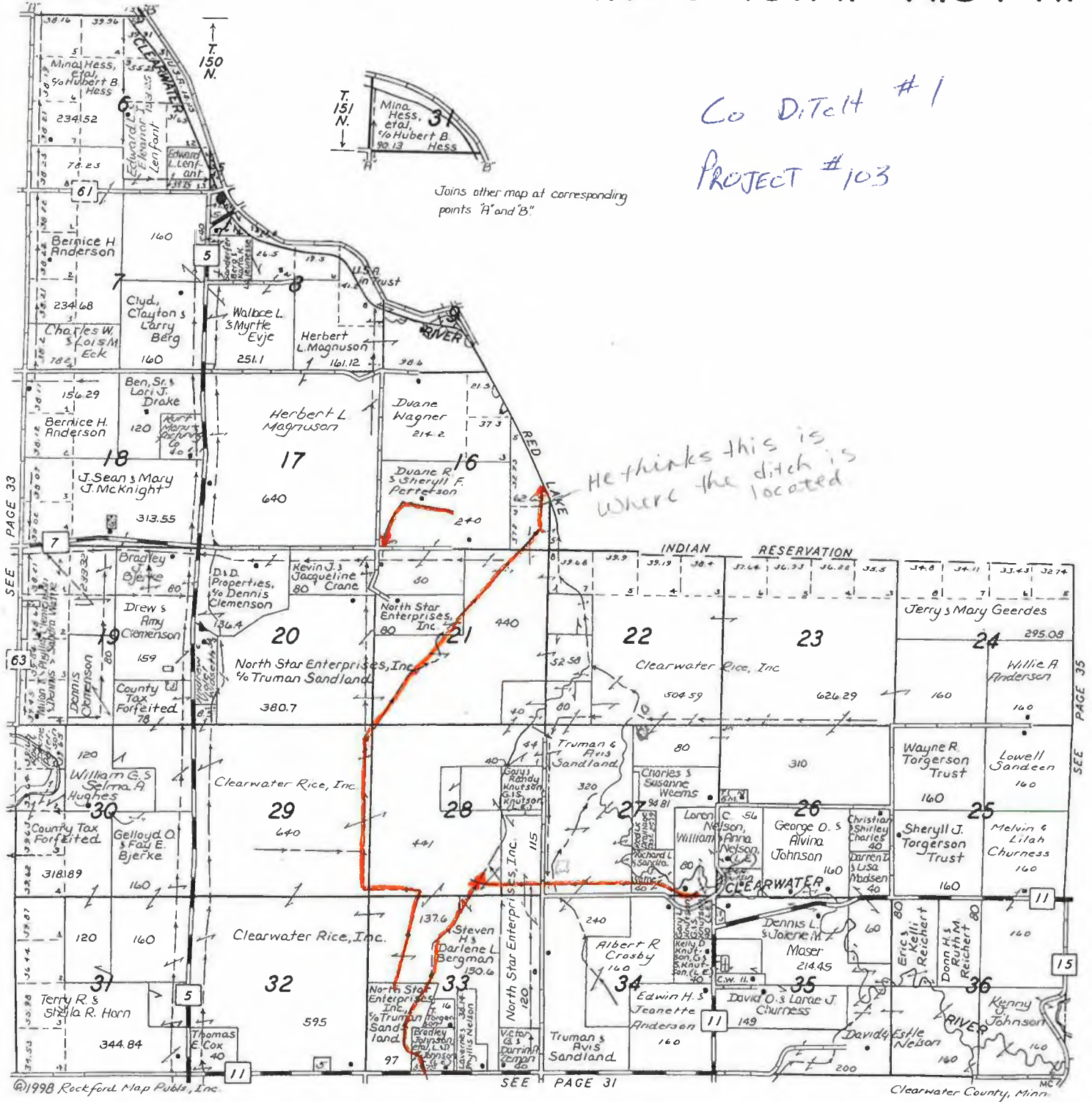
**KNUTSON DAM STRUCTURE REPLACEMENT
OPINION OF PROBABLE COST
RED LAKE WATERSHED DISTRICT**

2/23/2022

**INCREASED SIZE MEETING DAM
SAFETY STANDARDS**

Bid Item No.	Description	Unit of Measure	Contract Quantity	Unit Price (\$)	Contract Amount (\$)	Contract Quantity	Contract Amount (\$)
2021.501	MOBILIZATION	LUMP SUM	1	\$8,000.00	\$8,000.00	1	\$8,000.00
2101.511	CLEARING & GRUBBING	LUMP SUM	1	\$1,500.00	\$1,500.00	1	\$1,500.00
2104.502	REMOVE DROP STRUCTURE	EACH	1	\$3,500.00	\$3,500.00	1	\$3,500.00
2105.507	COMMON EXCAVATION (EV) (P)	CU. YD.	1613	\$3.00	\$4,839.00	1613	\$4,839.00
2105.507	COMMON BORROW (CV) (P)	CU. YD.	870	\$8.00	\$6,960.00	870	\$6,960.00
2118.507	AGGREGATE SURFACING, CLASS 5 (CV)	CU. YD.	49	\$25.00	\$1,225.00	49	\$1,225.00
2451.507	FINE FILTER AGGREGATE (CV) (P)	CU. YD.	53	\$60.00	\$3,180.00	100	\$6,000.00
2451.601	STRUCTURE EXCAVATION	LUMP SUM	1	\$45,000.00	\$45,000.00	1	\$45,000.00
2451.607	AGGREGATE DRAIN (CV) (P)	CU. YD.	2	\$45.00	\$90.00	9	\$405.00
2501.503	42" CAS PIPE CULVERT	LIN. FT.	148	\$190.00	\$28,120.00		\$0.00
2501.503	48" CAS PIPE CULVERT	LIN. FT.		\$215.00	\$0.00	148	\$31,820.00
2506.601	60" CAS RISER STRUCTURE, DESIGN SPECIAL	LUMP SUM	1	\$8,500.00	\$8,500.00		\$0.00
2506.601	72" CAS RISER STRUCTURE, DESIGN SPECIAL	LUMP SUM		\$10,000.00	\$0.00	1	\$10,000.00
2506.602	60" TRASH RACK	EACH	1	\$18,000.00	\$18,000.00		\$0.00
2506.602	72" TRASH RACK	EACH		\$21,000.00	\$0.00	1	\$21,000.00
2511.507	RANDOM RIPRAP, CLASS II	CU. YD.	7	\$80.00	\$560.00	7	\$560.00
2511.507	RANDOM RIPRAP, CLASS IV	CU. YD.	157	\$100.00	\$15,700.00	157	\$15,700.00
2573.503	SILT FENCE, TYPE MS	LIN. FT.	100	\$3.00	\$300.00	100	\$300.00
2575.504	RAPID STABILIZATION, METHOD 4	LUMP SUM	1	\$4,000.00	\$2,800.00	1	\$4,000.00
Construction Cost =					\$148,274.00		\$160,809.00
Contingencies (5%) =					\$7,414.00		\$8,040.45
Total Construction Cost =					\$155,688.00		\$168,849.45
Engineering (Design, Plans, Specs, Permitting, Construction Admin.) =					\$31,140.00		\$31,140.00
Temporary Easement 1.5 acres @ \$300/acre					\$450.00		\$450.00
TOTAL PROJECT COSTS =					\$187,278.00		\$200,439.45

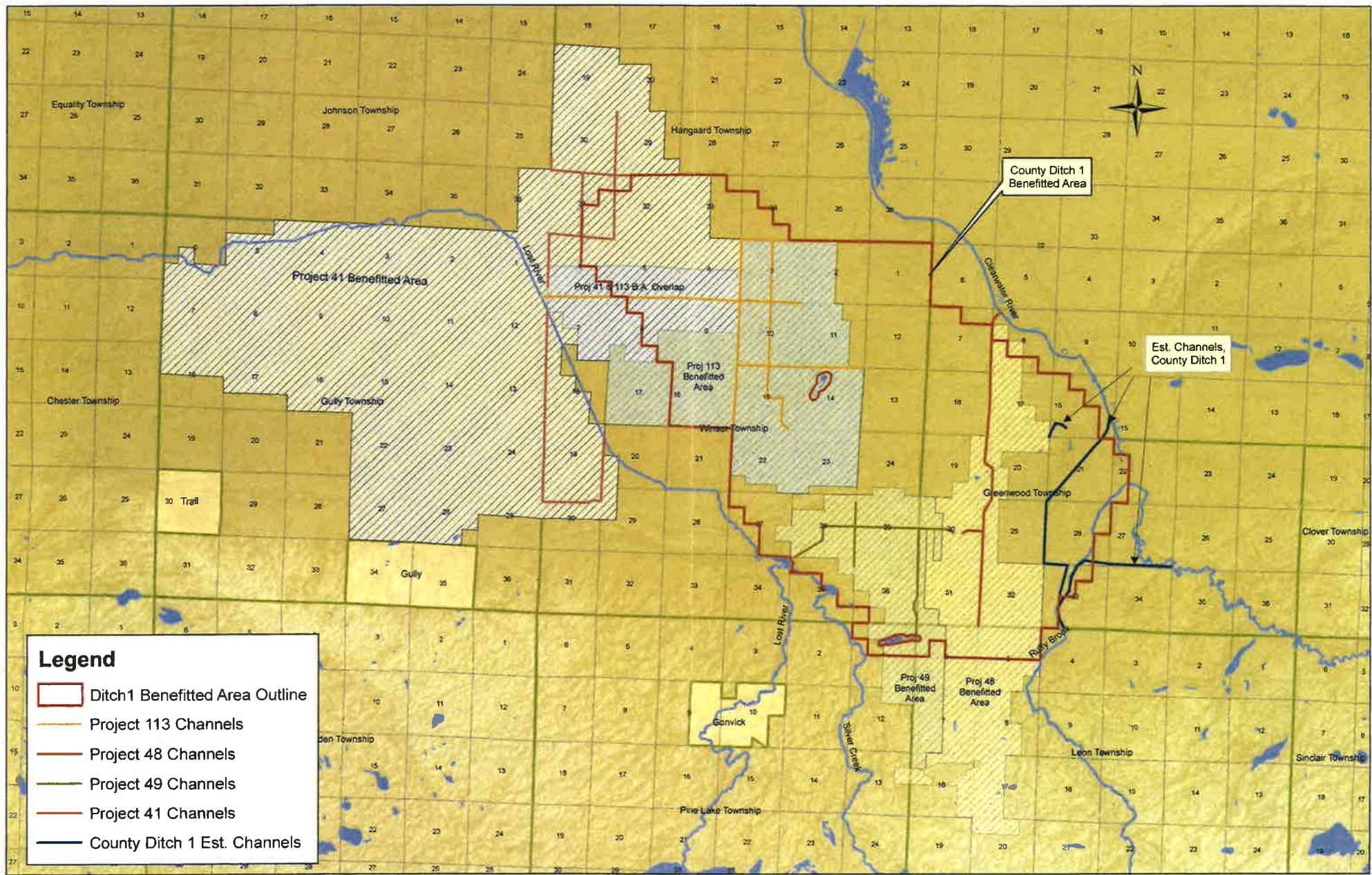
COST DIFFERENCE \$13,161.45



103 E. 811
 51% of assessed value

Debbie

RECEIVED
 JUN 1 2009
 RLWD

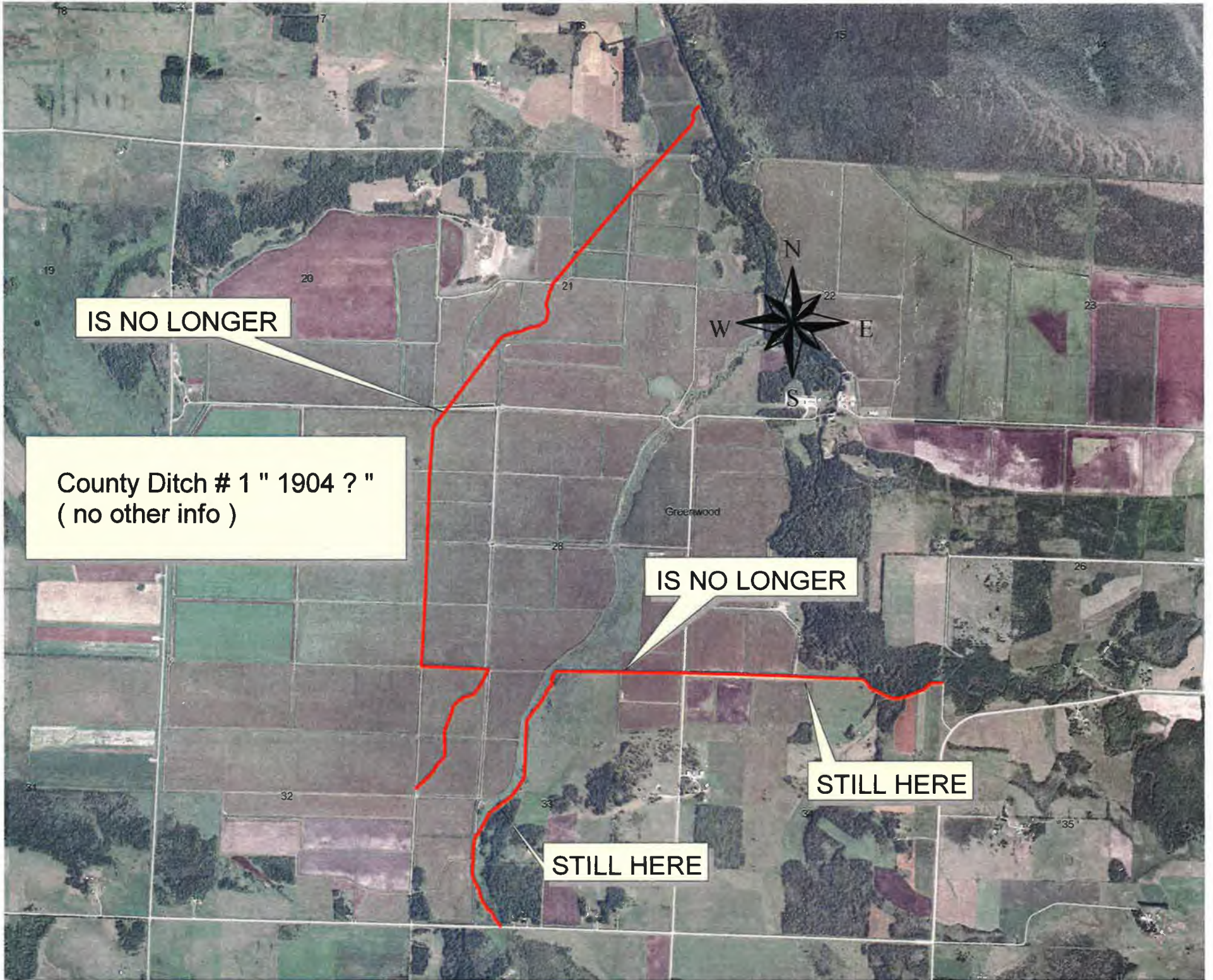


Legend

- Ditch 1 Benefitted Area Outline
- Project 113 Channels
- Project 48 Channels
- Project 49 Channels
- Project 41 Channels
- County Ditch 1 Est. Channels

County Ditch 1
Benefitted Area

Est. Channels,
County Ditch 1



IS NO LONGER

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

IS NO LONGER

STILL HERE

STILL HERE

Red Lake Watershed District

President

Dale M. Nelson

Vice President

Gene Tiedemann

Treasurer

Terry Sorenson

1000 Pennington Avenue South

Thief River Falls MN, 56701

218-681-5800

218-681-5839 FAX

E-mail: RLWD@redlakewatershed.org

www.redlakewatershed.org

Secretary

LeRoy Ose

Managers

Tom Anderson

Allan Page

Brian Dwight

To: Landowners in benefitted area of CD #1

From: Myron Jesme Administrator

Date: 2-17-2022

Subject: Landowner Meeting

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

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

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

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

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

Thanks

Myron Jesme



Permit # 22-009

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Polk County Highway Department	820 Old Hwy 75 South Crookston , MN 56716		tel:218-281-3952 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Crookston** Range: **46** Section: **29 1/4**:

(4) Describe in detail the work to be performed. **Replace existing 60" RCP with 1-line of 10' X 4' PCC Box.**

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

Status

Status	Notes	Date
Approved		Feb. 23, 2022
Received		Feb. 9, 2022

Conditions

Red Lake Watershed District (RLWD) approval to remove the existing 60" RCP culvert & replace with a 10' X 4' box culvert, as per plan-set provided. It shall be noted that the RLWD Board of Managers recognizes that the culvert sizes are increased within a legal ditch system, therefore, approving the permit with the stipulation that a public hearing should be held prior to completion of work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O.

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

Annual Joint Conference



**March 22 & 23
-2022**



Mar 22

1:00 PM Welcome, Day 1

Theresa Ebbenga

**J. Prosocki (DNR); K. Wilson (USACE);
B. Johnson (City of EGF)**

1:10-1:45

Drought Actions in 2021-State/Federal/Local

Z. Herrmann (HEI)

1:45-2:00

Ongoing Hydrologic Change in the RRB

Full-Group Session

2:00-3:00

Local Responses to Hydrologic Change in the RRB

Networking & Snacks

3:00-3:20

Break

R. Weaver (BWSR)

3:20-3:35

**Water Storage: A Planning and Decision Support
Framework**

R. Weaver (BWSR)

3:35-3:45

BWSR Water Storage Program

T. Daniell (NRCS); K. Wilson (USACE)

3:45-4:15

Federal Funding for Flood Resiliency in the RRB

Closing Comments & Adjourn

Robert Sip

Annual Joint Conference



**March 22 & 23
-2022**



Mar 23

8:30 AM Welcome, Day 2

Dan Money

R. Sip (RRWMB)

8:40-8:55

LiDAR-Update on RRWMB Data Collection & Uses

A. Graham (DNR)

8:55-9:20

Updated Foundation For FDRWG and Project Teams

N. Dalager (HDR); N. Kludt (DNR)

9:20-9:40

Pine Lake Project-Red Lake Watershed District

C. Engels (Moore Engineering)

9:40-10:00

**Lake Traverse Water Quality Projects-Bois de Sioux
Watershed District**

Networking & Snacks

10:00-10:20

Break

L. Pease (UM-Crookston)

10:20-10:45

**Updated Technical Paper-BMPs to Manage Runoff
From Agricultural Land**

C. Engels (Moore Eng.); E. Jones (HEI)

10:45-11:05

How Drainage Relates to Climate Change-Water Conditions

Annual Joint Conference



**March 22 & 23
-2022**



Mar 23

Continued, Day 2

L. Lemm or K. Powell (BWSR)

11:05-11:25

State "Assumption" of Clean Water Act 404 Program

P. Lynch (DNR)

11:25-11:45

**Bond-Financed Projects: State Responsibilities
and Contracting**

Guest Speaker & Meal

11:45-1:15

Lunch and Dave Cornell: Cultivating Courage

C. Palladino (Park Street Public)

1:15-2:00

Media Interactions

T. Halstensgard (RRWD); R. Prachar (DNR)

2:00-2:15

Roseau Lake Project

T. McCormack (RRWD); T. Janke (DNR)

2:15-2:35

Sprague Creek Restoration

2:35-2:40

Closing and Adjourn

Robert Sip