

RED LAKE WATERSHED DISTRICT

February 9, 2023

9:00 a.m.

Agenda

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	January 26, 2023 Minutes	Action
	Financial Report dated February 8, 2023	Action
	2023 General Fund Budget – January	Information
	“Keep It Clean” Campaign-Upper Red Lake Area Association Robyn Dwight	Info./Action
	Clearwater River 1W1P, RLWD Project No. 148B- Clearwater River Stabilization Proposal	Info./Action
	City of Thief River Falls Reservoir – Water Intake Investigation	Info./Action
	Chief Coulee – City of Thief River Falls Approve BWSR CWF Grant	Information Action
	Crescent Avenue Red Lake River 1W1P Geotechnical Proposal	Info/Action
	Judicial Ditch No. 4, RLWD Project No. 101-Landowner Meeting	Info./Action
	GIS/District Map Viewer-Houston Engineering, Inc	Info./Action
	Snow Survey as of January 31, 2023	Information
	Pennington SWCD - Area 1 Envirothon Donation	Info./Action
	Permit Extension: No. 2021-180, Clearwater County Hwy Dept.	Action
	Permits: No. 23-007	Action

Pay Equity Compliance	Info./Action
Legal Counsel Update	Information
Managers' updates	Information
Adjourn	Action

UPCOMING MEETINGS

February 15-16, 2023	MAWD Legislative Breakfast
February 17, 2023	Mud River Project Team Meeting, RLWD, 10:00 a.m.
February 20, 2023	Holiday-Presidents Day-Office Closed
February 21, 2023	RRWMB Meeting, Moorhead, 10:00 a.m.
February 21-22, 2023	24 th Annual Joint Conference RRWMB/FDRWG, Moorhead
February 23, 2023	RLWD Board Meeting, 9:00 a.m.
February 28, 2023	Interagency Meeting-Moose River/Agassiz/Thief Lake, RLWD 10:00 a.m.
March 1, 2023	River Watch Forum, Alerus Center

DRAFT

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
January 26, 2023

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

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

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

The Board reviewed the January 12, 2023, minutes. Motion by Dwight, seconded by Page, to approve the January 12, 2023, Board meeting minutes as presented. Motion carried.

The Board reviewed the Financial Report dated January 25, 2023. Motion by Sorenson, seconded by Tiedemann, to approve the Financial Report dated January 25, 2023, as presented. Motion carried.

Wayne Johnson, City of Thief River Falls, and Engineer Nate Dalager, HDR Engineering, Inc., appeared before the Board for discussion on the City of Thief River Falls Reservoir water intake investigation. Johnson stated that the city has been working on the evaluation of the reservoir within the City of Thief River Falls from the dam all the way through the Thief River Golf Course property on the Thief River and to Finsbury Park on the Red Lake River. Part of the effort is due to the city studying the potential of moving the city drinking water intake from a point on the Thief River to the Red Lake River, as the water in the Red Lake River is a cleaner source. Johnson discussed his concern with Agassiz NWR plans to burn a portion of Agassiz NWR and then flood it. Dalager stated that the Corps as a precursor to see if the intake can be laid on the river bottom. The City of Thief River Falls received a grant in the amount of \$156,000 to survey the riverbank and determine the sedimentation depth to complete an evaluation of the river, which will be completed by the Corps. The evaluation would take place June 2023, after the spring runoff. The grant requires a 50% local match. Johnson stated that the city is asking the District to split the local cost, with each entity paying \$38,000 for the required local match. Motion by Sorenson, seconded by Dwight, to approve a local cost share in the amount of \$38,000 for the City of Thief River Falls Water Intake Investigation. Motion carried. Fund designation will follow.

Wayne Johnson, City of Thief River Falls, stated that thanks to the efforts of Staff member Corey Hanson and Peter Nelson, Pennington SWCD; BWSR has awarded the Chief's Coulee Project a grant in the amount of \$428,750. Engineer Nate Dalager, HDR Engineering, Inc., stated that the BWSR Grant Application focused on the clean water aspect of the project. The project also has infrastructure and drainage aspects. Currently, the city is collaborating with local landowners, requesting them to clean up their property. Further discussion needs to be held

Commented [M1]: Have to put on the agenda as to what fund is paying for this? It clearly isn't water quality funding as we are not fixing anything, not erosion control funding, could be project development but drinking water is more Minnesota Department of Health and not in our wheel house. I think the best fund is the old Thief River Reservoir Project? It also deals with the turbidity of the intake water, which again is probably drinking water issue.

with the local grain elevator. Discussion was held on the potential of diverting water into County Ditch 70 rather than coming into the North side of town, which is considered an industrial area. Dalager indicated that there is approximately 250 acres of agricultural land, which would also need BMPs installed (buffer strips, SWI). As part of the project, underground pipe would be installed within the city limits, with a grassy boulevard and three continuous defluctive separation units installed to separate out the sediment and trash. All property would be left in private ownership. Dalager stated that now that a grant has been received, the next step would be to move into the design of the project. Manager Dwight stated that he would like to see use of 1W1P Funds go into the project. Dalager indicated that he could prepare a proposal of approximate costs for design of the project. It was the consensus of the Board, to continue discussion of the project at the February 9, 2023, Board meeting.

The Board reviewed a cost share payment request from the RRWMB for USGS Stream Gages in the amount of \$11,889. Motion by Page, seconded by Tiedemann, to approve the cost share payment in the amount of \$11,889 to the RRWMB for USGS Stream Gages. Motion carried.

The Board reviewed a legislative update from Minnesota Watersheds (formerly Minnesota Association of Watershed Districts) and information regarding the Special Meeting to be held on February 15, 2023.

Motion by Anderson, seconded by Dwight, to table the following Permits to allow for further review after the snowmelt: No. 23001, Ben Gunvalson, Equality Township, Red Lake County; No. 23002 and No. 23003, Matt Knutson, Terrebonne Township, Red Lake County; No. 23004, Knute Knutson, Gervais Township, Red Lake County; and No. 23005, Scott Tersteeg, Badger Township, Polk County. Motion carried.

It was the consensus of the Board, not to change the date of the February 9, 2023 meeting date. Legal Counsel Sparby discussed the Court of Appeals Argument for the Improvement to Polk County Ditch 39, RLWD Project No. 179. There is an audio recording of the oral argument available on the Minnesota Court of Appeals website. The Court of Appeals has 90 days to issue a written opinion.

Manager Anderson discussed the Clearwater River 1W1P Policy Committee meeting he attended on January 25, 2023, where they reviewed the plan that designated the funding that is committed.

Manager Dwight stated that Senator Mark Johnson is going to author a bill for the “Keep It Clean” Campaign that would allow Conservation Officers the ability to issue tickets if any human waste/debris/garbage is left on the ice. Dwight indicated that they have a representative in the House that is willing to back the bill. Dwight stated that Robyn Dwight, President of the Upper Red Lake Association, presented the campaign at the Red River Basin Commission in Winnipeg and, attended a DNR roundtable meeting. Dwight discussed a pilot project grant through BWSR that the Beltrami SWCD is going to apply to for the “Keep It Clean” Campaign. The application is due by February 15th, a requires a 10% match.

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

Red Lake Watershed District
January 26, 2023
Page **3** of **3**

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report for February 8, 2023

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding FICA, Fed & Medicare (2-1-23 payroll)	\$ 4,724.06
online	MN Department of Revenue	Withholding taxes (2-1-23 payroll)	\$ 854.36
online	Public Employers Retirement Assn.	PERA (2-1-23 payroll)	\$ 2,918.72
online	WEX	Employee HSA (2-1-23 payroll)	\$ 142.00
40557	Universal Screenprint	Voided check - never received	\$ (90.00)
40567	RRWMB	Cost share for USGS Stream Gages Proj. #21	\$ 11,889.00
40568	Universal Screenprint	30 X 40 signs for crescent Ave. Proj. #149	\$ 90.00
40569	Sun Life Financial	Life insurance for staff	\$ 147.84
40570	Ace Hardware	Office supplies	\$ 9.58
40571	Anthony Salentine	Read/Observe levels #81, #60C & #60D (20,21&22)	\$ 6,450.00
40572	Aramark	Office rug rental	\$ 71.64
40573	Farmers Union Oil	Gas for vehicles	\$ 176.43
40574	HDR Engineering	**see project details below	\$ 10,651.90
40575	Houston Engineering	* see project details below	\$ 3,217.25
40576	Hugo's	Meeting expenses	\$ 174.23
40577	Olson Construction	Plow Office parking lot (January)	\$ 240.00
40578	Les' Sanitation	Garbage removal	\$ 35.74
40579	Marco	Copier maintenance	\$ 106.31
40580	Quality Spray/Anderson	Burned debris Proj. #25	\$ 900.00
40581	The Exponent	Ad for Natural Resource position	\$ 113.10
40582	Thomson Reuters - West	State Statutes updates	\$ 116.00
40583	West Polk SWCD	Expenses for Proj. #149	\$ 17,589.41
online	Garden Valley Technologies	Internet expense	\$ 68.95
online	Northwest Service Cooperative	Health insurance premium	\$ 9,299.89
online	Detla Dental	Dental insurance premium	\$ 665.38
online	Aflac	Staff paid insurance	\$ 613.63
direct	Al Page	Mileage & Expenses	\$ 338.96
direct	Brian Dwight	Mileage & Expenses	\$ 842.51
direct	Terry Sorenson	Mileage	\$ 140.64
	Staff & Board Payroll	2/1/2023	\$ 16,358.04
	Total Checks		\$ 88,855.57

***Houston Engineering**

Clearwater River Proj. #149B	\$	1,512.50
Ditch 10 Repair Proj. #149	\$	564.00
Black River Imp. Proj. #176	\$	1,140.75
	\$	3,217.25

****HDR Engineering**

Turtle Cross Proj. #92	\$	875.00
Pine Lk Lost Rvr #26B phase 2	\$	2,124.40
Mud River Restoration #180C	\$	7,652.50
	\$	10,651.90

Banking Northern State Bank

Balance as of January 26, 2023	\$	711,890.85
Total Checks Written	\$	(88,855.57)
Receipt #25049 NSB January monthly interest	\$	1,016.43
Balance as of February 8, 2023	\$	<u>624,051.71</u>

Current interest rate is .20%

American Federal Bank-Fosston

Balance as of January 26, 2023	\$ 4,474,581.83
Receipt #25044 Marshall Co. 2022 Delinq Taxes	\$ 17,079.19
Receipt #25045 Koochiching Co. 2022 Delinq Taxes	\$ 1,152.92
Receipt #25046 Clearwater SWCD - expenses for Proj. #149B	\$ 6,319.24
Receipt #25047 Beltrami Co. - 2022 Delinq taxes	\$ 14,016.09
Receipt #25048 Mahnomen Co - 2022 Delinq taxes	\$ 112.39
Receipt #25050 AFB January monthly interest	\$ 8,644.13
Receipt #25051 Pennington Co. 2022 Delinq taxes	\$ 15,723.85
Balance as of February 8, 2023	<u>\$ 4,537,629.64</u>

Current interest rate is 2.30%

Investments

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

\$ 6,159,681.35

Total Cash**Cash that has been received and
earmarked for projects**

Red Lake 1W1P Proj. #149	\$ 535,575.00
Thief River 1W1P Proj. #149A	<u>\$ 264,946.00</u>
	\$ 800,521.00

Total accessible cash (Est) \$ 5,359,160.35

2023 GENERAL FUND BUDGET

as of January 31, 2023

(unaudited)

	2023 BUDGET	2022 Exp TO 1-31-23	(over) under
Manager's fees, salaries	40,000.00	750.06	39,249.94
Board of Manager's expense	24,200.00	1,950.86	22,249.14
Staff salaries	601,305.00	25,329.89	575,975.11
Payroll taxes	45,999.83	1,573.92	44,425.91
Employee benefits	160,166.00	12,435.21	147,730.79
Travel and meetings(inc. mileage & exp.	7,500.00	164.80	7,335.20
Audit	9,450.00	0.00	9,450.00
Legal	16,000.00	0.00	16,000.00
Office supplies	20,000.00	895.50	19,104.50
Office equipment	30,000.00	11,520.13	18,479.87
Appraiser/Viewer Expense	2,000.00	0.00	2,000.00
Professional services (inc. Eng. Fees)	25,000.00	2,235.00	22,765.00
Dues and subscriptions	10,000.00	7,699.00	2,301.00
Insurance and bonds	45,000.00	0.00	45,000.00
Repairs and maintenance-Building	15,000.00	1,001.64	13,998.36
Utilities	12,000.00	633.16	11,366.84
Advertising and publications	4,000.00	43.75	3,956.25
Telephone	11,000.00	782.38	10,217.62
Vehicle expense and maintenance	15,000.00	37.10	14,962.90
Engineering supplies	3,000.00	0.00	3,000.00
Engineering equipment	40,000.00	0.00	40,000.00
Interest	0.00	0.00	0.00
TOTAL	1,136,620.83	67,052.40	1,069,568.43
Less: Overhead	901,957.50	31,240.76	(870,716.74)
Less: Miscellaneous revenue	3,000.00	0.00	(3,000.00)
General Fund Budget	231,663.33	35,811.64	195,851.69

		TO 1-31-23
January 1, 2023 Beg. Balance	273,995.52	273,995.52
County levies revenue	0.00	17,039.05
Misc. revenue		0.00
Gross balance with revenue		291,034.57
Less net expenses		(35,811.64)
Subtotal- General Fund w/o interest		255,222.93

Plus interest earned-if allocated to GF 100%	9,660.56
General Fund Balance 1-31-23	264,883.49

Tammy Audette

From: Zachrie Gutknecht <Zachrie.Gutknecht@co.beltrami.mn.us>
Sent: Tuesday, February 7, 2023 3:47 PM
To: Tammy Audette
Cc: Robyn Dwight
Subject: URLAA/Beltrami SWCD - Legacy Partners Grant Application

Good Afternoon Tammy,

The URLAA and Beltrami SWCD are partnering to apply for a new grant opportunity from BWSR called the Legacy Partners Grant. We are looking to secure these funds to fund 2023/24 winter season as a gap year until we have the 1w1p up and running. Below is a simple paragraph outlining the program and the grant budget breakdown.

The Upper Red Lake Keep It Clean Partnership aims to reduce the amount of human waste pollution on Upper Red Lake, an economically and culturally important resource to Beltrami County, the Red Lake Watershed District, the Red Lake Nation, and Minnesota. Specifically, this project proposes to capture over ten tons of human waste over the grant period through a collaborative waste collection program and additional education and outreach. Waste reduction practices include establishing up to eight human waste collection sites and investigating sites with the potential to provide wheelhouse septic system dump stations at winter access sites to Upper Red Lake. This project will also have a public education component, with the development and distribution of a multifaceted outreach campaign to inform anglers about proper waste disposal practices, including roadside signage, point-of-sale media, and social media. The partnership will also include the local community in the development of the program by hosting ice business workshops and a shoreline/ditch cleanup at the end of the winter season.

- Admin --- \$4,000
- Project Development --- \$8,000
- Billboard(s) --- \$26,000
- Social media --- \$2,500
- Dumpsters --- \$30,000
- Human waste bags ---- \$10,000
- Workshop --- \$1,100
- shoreline/ditch cleanup --- \$6,000
- Feasibility/designs dump stations --- \$5,000
- Total: \$92,600
- Match Requirement: \$9,260

Zach Gutknecht
Clean Water Specialist



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

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Clearwater River Channel Stability Reconnaissance

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

CLIENT/OWNER NAME: Red Lake Watershed District

CLIENT/OWNER ADDRESS: 1000 Pennington Ave. S. Thief River Falls, MN 56071

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

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 9th day of February, 2023, by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Red Lake Watershed District ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Clearwater River Channel Stability Design ("Project").
- B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

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

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

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 1st day of February, 2024, unless terminated earlier pursuant to the terms and conditions of this Agreement.

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

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

4. Compensation.

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

\$ 28,497 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule

\$ _____ Percentage of Estimated Construction Cost

\$ _____ Other - _____

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

CLIENT/OWNER

BY: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

HOUSTON ENGINEERING, INC.

BY: Tony A. Nordby
AUTHORIZED REPRESENTATIVE

TITLE: PRINCIPLE/OFFICE MANAGER

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

February 3, 2023

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

via email: Myron.Jesme@redlakewatershed.org

**Subject: Scope and Fee Proposal – Summary of Engineering Services
Clearwater River Channel Stability Design**

Dear Myron,

The Red Lake Watershed District (RLWD) previously hired Houston Engineering, Inc. (HEI) to perform a reconnaissance to identify and understand the benefits of projects that would restore and stabilize the Clearwater River in Sections 22 and 27 of Greenwood Township, Clearwater County. In this effort HEI analyzed past design data received from the RLWD, reviewed drone video of the stream identifying potential concern areas, analyzed survey data performed by the RLWD in the fall of 2022, and 2014 survey data provided by Department of Natural Resources (DNR). The stream bottom profile showed minimal downcutting between surveys performed in 2014 and 2022, but when compared to the 1950's Army Corps improvement, downcutting had likely occurred in this area since the 1950's up until the projects that were installed in the early 2000's. After review and coordination with DNR stream specialists and the RLWD staff, it was determined that the primary concern area was in Section 27 within the meandering Clearwater River channel immediately downstream of the rock structures installed in the early 2000's. Multiple outer bends of the streambank are failing, and the channel cross section lacks the ability for waters to enter the floodplain at bankfull height.

The next steps would require development of a design to introduce those flows at bankfull height to the floodplain and stabilize the outer channel bends. This proposal identifies the tasks and associated scope and fee schedule required to complete these tasks.

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

TASK 1 – Project Management

Project management tasks include coordination of the project with RLWD, permitting agencies, landowner meetings, and preparation/attendance of any project meetings that may take place.

TASK 2 – Design

HEI will incorporate existing field survey data and LiDar were necessary to establish an existing conditions Hydrologic Engineering Center River Analysis System (HEC-RAS) Steady Flow Model. HEI will develop the hydrology for the modeled location and develop the necessary hydraulics to compare existing and proposed designed conditions for elevating the stream bed for floodplain access using fish passage design criteria. The model will also be used to verify bankfull heights of the streambank. The findings of the modeling effort will be incorporated into a Technical Memorandum for documentation and permitting needs.

February 3, 2023

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TASK 3 – Plans and Specifications

The information gathered from the HEC-RAS model design in Task 2 will be incorporated into Auto-Cad Civil 3D where construction plans that include profiles, cross sections, and quantities will be developed. A project manual outlining all the construction documents required for bidding, contracts, conditions, and special provisions will be assembled. Once final quantities are determined an Engineer's Opinion of Probable Cost will be developed and provided to the RLWD.

TASK 4 – Permitting Services

The proposed project work will take place in a Minnesota Public Waters requiring a DNR Public Waters Permit. Early coordination with DNR on project design should limit the issues/concerns as the permit is applied for through their online portal MPARS. It is assumed that this project will satisfy the Army Corps of Engineers Nation Wide Permit criteria and no permit application or coordination is included in this proposal. It is also assumed that no State Wetland Conservation Act permit is required for this project and is not included in this proposal. If it's determined that additional permitting is needed, those specific items can be negotiated for an additional fee outside of this scope of work.

Currently there are no fixed or hard deadlines for the work to be completed. However, HEI intends to complete the work in the winter/spring of year 2023.

The proposed scope and fee schedule attachment includes a detailed breakdown of proposed tasks and associated hours/fees. It is proposed that the fee for services reflect a time and materials basis with an estimated total fee of \$28,497.

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

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

Sincerely,

HOUSTON ENGINEERING, INC.



Tony A. Nordby, PE

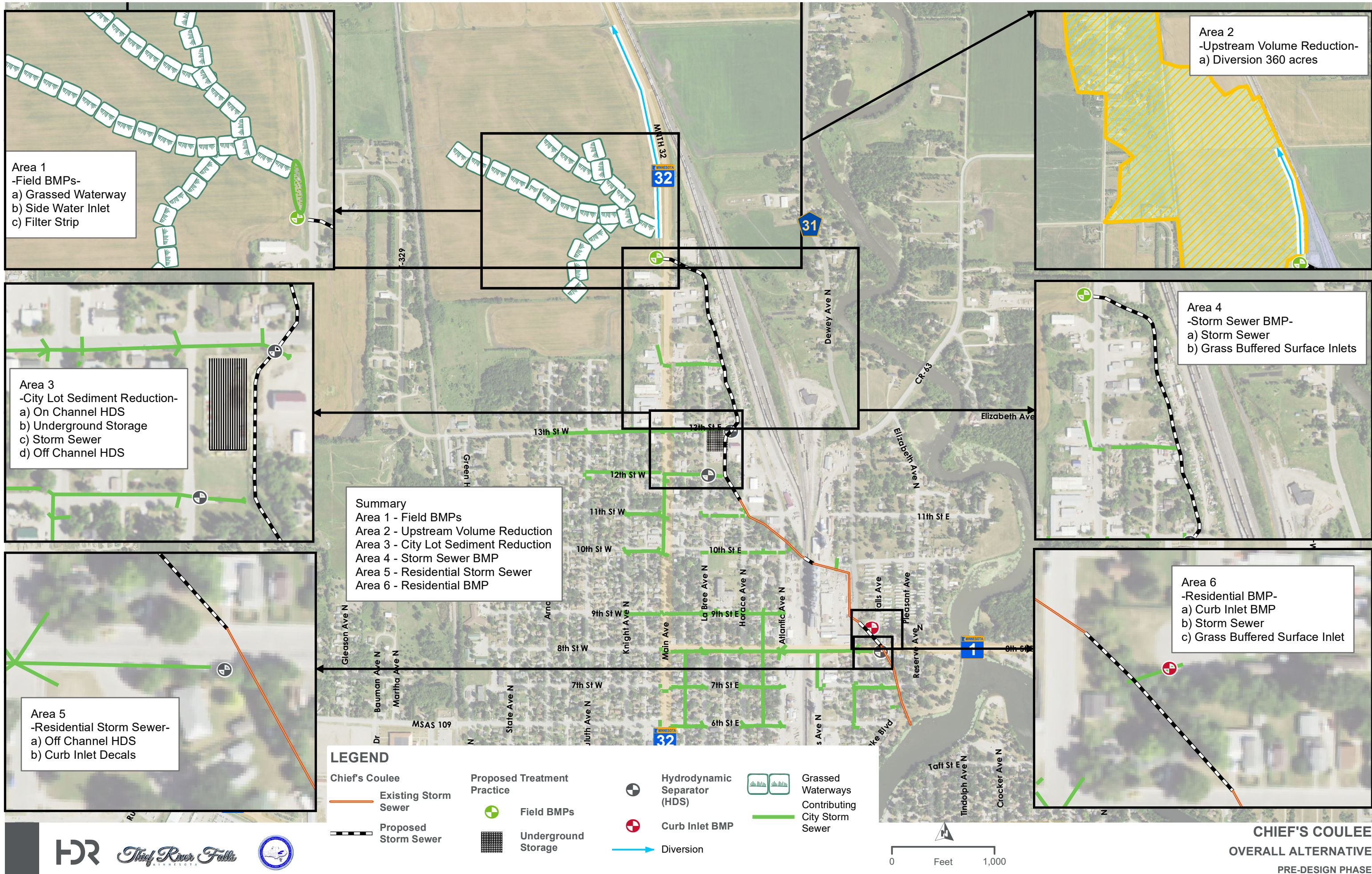
Project Engineer

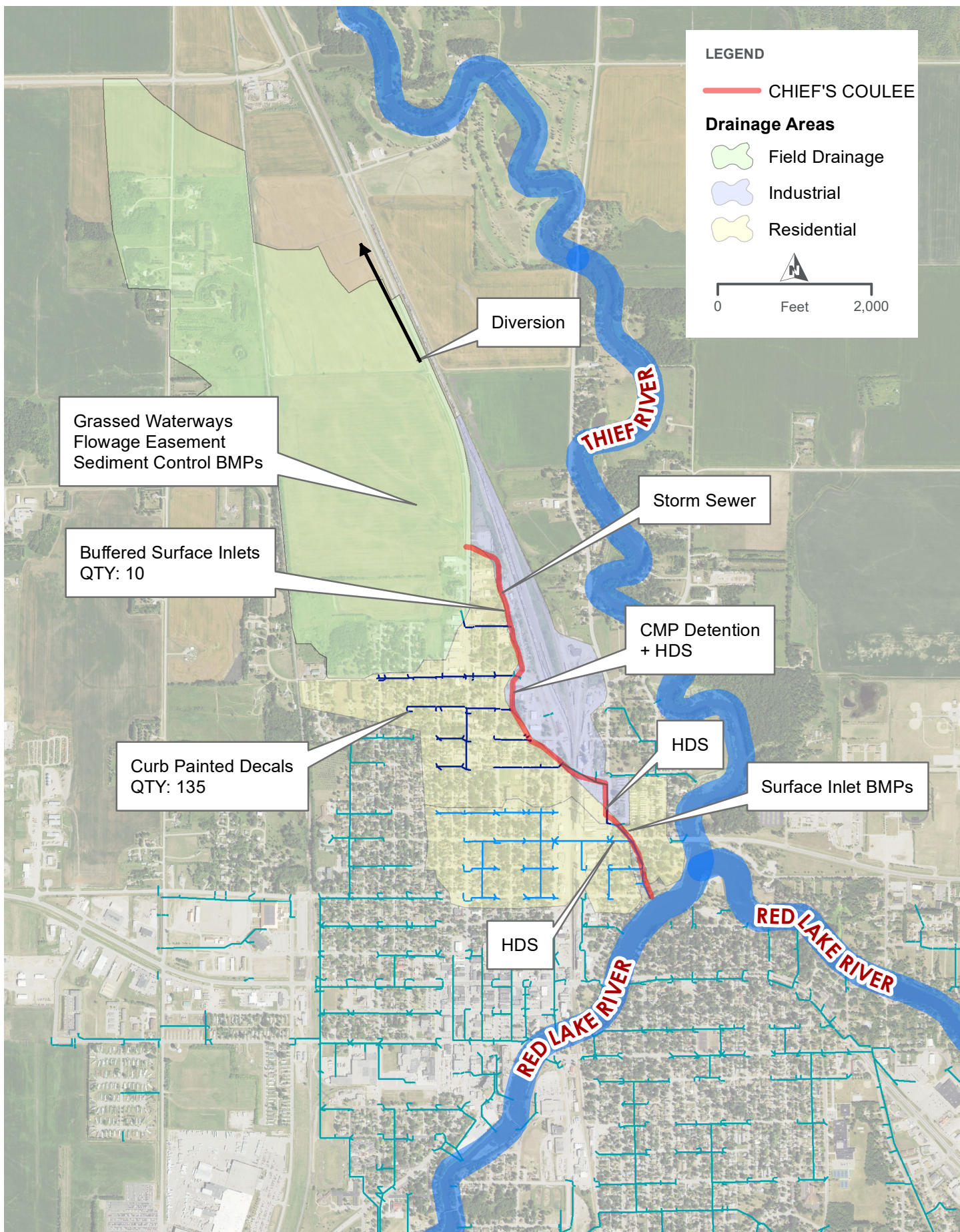
tnordby@houstoneng.com

SCOPE AND FEE SCHEDULE
CLEARWATER RIVER STABILITY DESIGN - RED LAKE WATERSHED DISTRICT
PREPARED BY: HOUSTON ENGINEERING, INC.



	Engineer 9 \$ 205	Engineer 3 \$ 149	Technician 11 \$ 188	Technician 5 \$ 141	Project Assistant 1 \$ 79	Total Cost
Task 1 - Project Management						
Project Administration (coordination, meetings, etc..)	12	4				\$ 3,056.00
Subtotal	12	4	0	0	0	
Subtotal Cost	\$ 2,460	\$ 596	\$ 0	\$ 0	\$ 0	\$ 3,056.00
Task 2 - Design						
Develop Site Hydrology and Flood Frequency Design Flows	1	8				\$ 1,397.00
Develop Hec-Ras Existing Conditions Model (using existing survey & LiDAR)	1	12				\$ 1,993.00
Develop Hec-Ras Proposed Conditions (Elevate Streambed/Fish Passage Design Requirements)	6	24				\$ 4,806.00
Determine and Evaluate Bankfull Heights and Other Critical Water Surface Elevations	4	4				\$ 1,416.00
Assemble Technical Memoradum of Design Findings	2	4			4	\$ 1,322.00
Subtotal	14	52	0	0	4	
Subtotal Cost	\$ 2,870	\$ 7,748	\$ 0	\$ 0	\$ 316	\$ 10,934.00
Task 3 - Plans and Specifications						
Develop Construction Plans for Streambed Design & Streambank Stabilization	4	2	8	40		\$ 8,262.00
Prepare Project Manual (includes Construction Bidding, Contract, Conditions and Special Provisions Documents)	12	2			6	\$ 3,232.00
Opinion of Probable Cost	1		2	4		\$ 1,145.00
Subtotal	17	4	10	44	6	
Subtotal Cost	\$ 3,485	\$ 596	\$ 1,880	\$ 6,204	\$ 474	\$ 12,639.00
Task 4 - Permitting Services						
DNR Public Waters Permit (MPARS)/DNR Coordination (Assumed Project Meets USACE Nation Wide Permit)	2	6		4		\$ 1,868.00
Subtotal	2	6	0	4	0	
Subtotal Cost	\$ 410	\$ 894	\$ 0	\$ 564	\$ 0	\$ 1,868.00
Category Total	33	62	10	48	10	
Total Cost	\$ 6,765	\$ 9,238	\$ 1,880	\$ 6,768	\$ 790	\$ 28,497.00





CHIEF'S COULEE COMPREHENSIVE SOLUTION

CONCEPT MAP

Storm Sewer with Diversion (No Storage)

Item	Description	FDR	WQ	Local Share (TRF and RLWD)	TRF	RLWD	Total Construction Cost	Yearly Maintenance Costs
Area 1 - Field BMPs	Grassed Waterway		2,000				2,000	
	SWI		2,000				2,000	
	Filter Strip		1,000				1,000	
Area 2 - Upstream Volume Reduction	Drainage diversion to CD 70	100,000		225,000			325,000	
Area 3 - City Lot Sediment Reduction	Storm Sewer (800 LF)	66,667	33,333	100,000			200,000	
	CDS Off Channel (6' dia)		100,000	50,000			150,000	
	CDS Structure On Channel (10' dia plus bypass)		300,000	50,000			350,000	
Area 4 - Storm Sewer BMP	Storm sewer (2,000 LF) & Greenspace (1 Acre)	175,000	87,500	262,500			525,000	
Area 5 - Residential Storm Sewer	CDS Off Channel (6' dia.)		100,000	50,000			150,000	
	Curb Decals - Educational		1,000	500			1,520	
Area 6 - Residential BMP	Storm sewer (300 LF) & Greenspace (.15 Acre)	26,667	13,333	40,000			80,000	
	Curb Decals - Educational		1,000	250			1,180	
	Curb Inlet BMP		20,000	5,000			25,000	
TOTAL		368,333	661,167	783,250			1,812,700	

Storm Sewer with Diversion (With Storage)

Item	Description	FDR	WQ	Local Share (TRF and RLWD)	TRF	RLWD	Total Construction Cost	Yearly Maintenance Costs
Area 1 - Field BMPs	Grassed Waterway		2,000				2,000	
	SWI		2,000				2,000	
	Filter Strip		1,000				1,000	
Area 2 - Upstream Volume Reduction	Drainage diversion to CD 70	100,000		225,000			325,000	
Area 3 - City Lot Sediment Reduction	Storm Sewer (800 LF)	66,667	33,333	100,000			200,000	
	CDS Off Channel (6' dia)		100,000	50,000			150,000	
	CDS Structure On Channel (10' dia)		200,000	50,000			250,000	
	CMP Underground Storage		750,000	250,000			1,000,000	
Area 4 - Storm Sewer BMP	Storm sewer (2,000 LF) & Greenspace (1 Acre)	175,000	87,500	262,500			525,000	
Area 5 - Residential Storm Sewer	CDS Off Channel (6' dia.)		100,000	50,000			150,000	
	Curb Decals - Educational		1,000	500			1,520	
Area 6 - Residential BMP	Storm sewer (300 LF) & Greenspace (.15 Acre)	26,667	13,333	40,000			80,000	
	Curb Decals - Educational		1,000	250			1,180	
	Curb Inlet BMP		20,000	5,000			25,000	
TOTAL		368,333	1,311,167	1,033,250			2,712,700	

Project-Water Management District, RLWD Project No. 176 submitted by Kyle and Misty Mehrkens. Staff member Tony Olson presented information in regard to the proposed property to be included into the benefitted area of Water Management District of the Thief River Falls Westside Flood Damage Reduction Project, discussing the statutory factors to be considered by the Board. Engineer Nate Dalager, HDR Engineering, Inc., stated that in his findings, inclusion of the property will cause no adverse effects to the hydraulic capacity of the project as the area to be added is in the early stages of the project thus will be in the Red Lake River before the larger drainage area arrives. After entertaining questions from the Board, and receiving comments from the public, the hearing was closed. Motion by Dwight, seconded by Tiedemann, that based on the Engineers' Recommendations of no adverse downstream effects, sufficient capacity and adequate outlet with the addition of the petitioned for real property and pending the determination and payment of contingent costs billed to the landowner for petition proceedings, outlet fee and determination of benefits for future maintenance, for the Thief River Westside Flood Damage Reduction Project-Water Management District, RLWD Project No. 176, that the petitioned properties to be included into the Thief River Westside Flood Damage Reduction Project-Water Management District, RLWD Project No. 176 be allowed. Motion carried. Motion by Sorenson, seconded by Anderson, to approve RLWD Permit No. 22097, Kyle Mehrkens, Rocksbury Township, Pennington County. Motion carried.

Engineer, Nate Dalager, HDR Engineering, Inc., and Wayne Johnson, City of Thief River Falls, appeared before the Board for discussion on the Chief's Coulee Project, which enters into the City of Thief River Falls north along State Highway 32, and travels south through the city out letting into the Red Lake River near Red Robe Park, and across from the local swimming beach. The Board of Managers at their January 10, 2022 Board meeting, approved supporting the City of Thief River Falls with water quality assistance for the proposed project. Dalager stated that Peter Nelson, Pennington SWCD and Staff member Corey Hanson submitted a grant application to BWSR for potential funding. In 2018, Nelson created a water quality assessment for areas of concern, noting various sites. The Thief River Oxbow, several streambank stabilizations projects and Chief's Coulee Project were all on the list. Johnson stated now that the Thief River Oxbow Project is completed, and the streambank stabilization projects have begun, Chief's Coulee is next on the list for review. Johnson stated that there is a lot of contamination within this area due to the various land uses, further noting that he has been working with several of the landowners within the project area. Various alternatives have been looked, with the estimated cost around \$1.8 million. Dalager stated that the project was submitted to the City of Thief River Falls Council and they are now seeking support for the administrative portion of the project from the District. Motion by Page, seconded by Tiedemann, to approve the District as the Fiscal Agent of the project as funding becomes available and to assist in the administration of the project as it proceeds through the development stages. Motion carried.

The hearing for the Clearwater River 1W1P will be held at 9:00 a.m. on August 31, 2022 at the Clearwater County Courthouse in Bagley, MN.

The Board reviewed Grand Marais Creek Channel Restoration, RLWD Project No. 60F, RIM Inspection Report prepared by Staff member Christina Slowinski. Manager Dwight commented on his knowledge of the RIM acres on the project and his satisfaction with the report. Motion by



February 6, 2023

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

<delivered via email>

RE: Proposal – Chief's Coulee – Task Order #2 – Preliminary Design

Dear Mr. Jesme,

On behalf of the City of Thief River Falls and in response to your request for engineering services for Chief's Coulee, HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for preliminary design of the Chief's Coulee Project. Future project tasks and services required to successfully complete the project may 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.

A handwritten signature in black ink, appearing to read 'Jacob Huwe'.

Jacob Huwe, P.E.
Project Manager

A handwritten signature in black ink, appearing to read 'Christine Wiegert'.

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), in partnership with the City of Thief River Falls (City), is interested in completing the design and plans for construction of an upgraded drainage system and water quality improvements throughout Chief's Coulee. In the previous phase of preliminary planning, the preferred alternative was identified as new storm sewer and a diversion. This Project will improve water quality and reduce water quantity throughout Chief's Coulee. This scope of work includes tasks and deliverables that will allow the RLWD to begin the final design and permitting process (see future task orders). A fee estimate for completing initial tasks is presented following the Scope of Services.

Proposed Project Team

The project team will consist of HDR staff that has experience in developing 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
Project Manager	Jacob Huwe, PE
Water Resources Engineers	Dillon Nelson, PE
Wetlands Scientist	Torin McCormack
Civil Technician	Randy Knott
Client Manager & QA/QC	Nate Dalager, PE
Civil Coordinators	Matt Angel

Scope of Services

1.0 Project Management

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

- 1.1 **Project Meetings.** 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 **Landowner Meetings.** Individual meetings with landowners may be needed when affected existing features have been identified and coordinate access throughout the limits of proposed Project.

DELIVERABLES:

- One presentation at project meeting.
- Monthly invoices and coordination with RLWD.

ASSUMPTIONS:

- Duration of the task is ~8 months.
- Up to two individual landowner meetings will be needed to address questions about the Project.
- Task does not include documentation of parcel and easement boundaries. That work may be required and could be provided under an additional task order.
- Task does not include any determination of drainage benefits. A diversion into the county ditch system may require an additional task order.
- Task does not include permitting, which may require an additional task order.

2.0 Storm Sewer Design

This task includes preliminary site design, utilities, site drainage, site access, storm sewer capacity calculations and sizing, profiles, and identification of all connection points between existing and proposed work.

- 2.1 **Site Design.** This task will include gathering any additional storm sewer information needed for preliminary design. Field survey will be required only if the connection points have not been previously located. Locations of all underground utilities will be considered, and if any conflicts are identified they will be resolved in this task. Any pavement, streets, or sidewalks that have issues will be identified. If any improvements are recommended, they will need to be added as an additional task order. All access points needed during and after construction will be included in this task.
- 2.2 **Drainage Design.** This task includes the preliminary drainage design for the drainage system beginning upstream of Highway 32 and continuing to the outlet of Chief's Coulee into the river. HDR will calculate the capacity, determine preliminary sizing of storm sewer pipes and structures, and determine the preliminary hydraulic grade line profile for the drainage system.
- 2.3 **Geotechnical Design.** This task includes determining the needs for geotechnical design. If soil borings and samples are needed, they will be facilitated and collected by a third-party under separate contract.
- 2.4 **Environmental Assessment.** This task includes delineating wetlands within the project area and identifying necessary permits. Any permit applications or mitigation plans necessary for construction are not included in this task and will require an additional task order.
- 2.5 **Design Drawings.** This task includes a preliminary set of design drawings for review.
- 2.6 **Technical Specifications.** This task includes outlining the technical specifications for the storm sewer and associated site features. A complete project manual for bidding is not included in this task.

DELIVERABLES:

- Preliminary drawings and specifications for review.

ASSUMPTIONS:

- Soil borings will not be required.
- No hazardous areas exist within the project area.
- Wetland delineations will be a level 1 desktop review only.
- Water quality analysis is not included in this scope of services.

3.0 Diversion Design

This task involves preliminary site design, utilities, drainage design, access design, outlet adequacy, capacity, profile, and identification of connection points between existing and proposed work.

- 3.1 **Site Design.** This task will include gathering any additional information needed for preliminary design. Locations of all underground utilities will be considered, and if any conflicts are identified they will be resolved in this task. All access points needed during and after construction will be included in this task.
- 3.2 **Drainage Design.** This task includes the preliminary drainage design for the upstream diversion from Chief's Coulee from Highway 32 to Pennington County Ditch 70. HDR will calculate the diversion capacity, outlet adequacy, preliminary sizing of culverts, and the preliminary profile for the drainage system.
- 3.3 **Environmental Assessment.** This task includes delineating wetlands within the project area and identifying necessary permits. Any permit applications or mitigation plans necessary for construction are not included in this task and will require an additional task order.
- 3.4 **Design Drawings.** This task includes a preliminary set of design drawings for review.
- 3.5 **Technical Specifications.** This task includes writing the technical specifications for the storm sewer and associated site features. A complete project manual for bidding is not included in this task.

DELIVERABLES:

- Preliminary drawings and specifications for review.

ASSUMPTIONS:

- Wetland delineations will be a level 1 desktop review only.
- No mitigation plans will be required for this diversion.
- The outlet for the diversion has adequate capacity for a 10-year 24-hour rainfall event.
- An engineer's report will not be required. If any legal ditch processes require a survey report, it can be provided under an additional task order.

Cost Estimate

The design fee estimate for the completion of Tasks 1 through 3 is **\$108,935**, as outlined in the breakdown of tasks, hours, and expenses below. This work will be performed on a time and materials not-to-exceed basis. HDR will invoice monthly based on work progress. Our estimated costs are based upon our local experience and understanding of the scope of work and assumptions listed. Should the scope of work be modified, it may be necessary to review scope changes and our cost estimate.

Task No.	Task/Title	Senior Project Manager	Water Resources Engineer	Water Resources EIT	Geotechnical Engineer	Senior Geotechnical Engineer	Environmental Scientist	Hours	Labor Fee
	Hourly Rates	\$ 230	\$ 155	\$ 105	\$ 140	\$ 165	\$ 150		
1	Project Management	16	16	6	0	0	0	38	\$ 6,790.00
2	Storm Sewer Design	56	158	188	18	4	32	456	\$ 65,090.00
3	Diversion Design	40	70	140	2	0	8	260	\$ 36,230.00
	Totals	112	244	334	20	4	40	754	\$ 108,110.00
HDR Labor Subtotal									\$ 108,110
Mileage (\$0.75/mile)									\$ 75
GPS Equipment Rental (\$350/day)									\$ 700
Printing									\$ 50
HDR Direct Expenses Subtotal									\$ 825
Total Fee									\$ 108,935

Future Task Orders

The following tasks are anticipated for future phases of this project. *These tasks are not included in the price proposal provided herein*, and would be provided separately at such time as the RLWD elects to initiate them.

- Permitting
- Water Quality Monitoring
- Bidding Services
- Final Design
- Right of Way / Easement Documentation
- Public Hearings

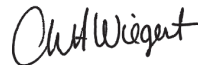
Please indicate your acceptance of this proposal by signing the Notice to Proceed (below) and returning one copy of the signed proposal to HDR. If you have any questions, please contact me at 218.681.6100.

Regards,

HDR Engineering, Inc.



Jacob Huwe, 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, Vice President

Title: _____

Title: MN-WI Area Manager

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

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

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

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

5. CONTROLLING LAW

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

6. SERVICES AND INFORMATION

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

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

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

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

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

8. RE-USE OF DOCUMENTS

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

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

9. TERMINATION OF AGREEMENT

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

10. SEVERABILITY

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

11. INVOICES

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

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

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

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

12. CHANGES

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

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

15. HAZARDOUS MATERIALS

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

16. EXECUTION

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

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

17. ALLOCATION OF RISK

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

18. LITIGATION SUPPORT

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

19. NO THIRD PARTY BENEFICIARIES

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

20. UTILITY LOCATION

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

21. UNMANNED AERIAL SYSTEMS

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

22. OPERATIONAL TECHNOLOGY SYSTEMS

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

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

23. FORCE MAJEURE

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

**FY 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000195935
PO#:	3000015767

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Red Lake WD, 1000 Pennington Ave S Thief River Falls, Minnesota 56701** (Grantee).

This agreement is for the following grant(s):

C23-2095	Chief's Coulee Stormwater Project	\$428,750
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Total Grant Awarded: \$428,750

1. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Sec. 6(b), (j), &(p) appropriated Clean Water Funds (CWF) to the Board for the FY22/23 Clean Water Fund Projects & Practices, Multipurpose Drainage Management, and Soil Health Grants.
2. The Board adopted the FY23 Clean Water Fund Competitive Grant Policy and authorized the FY23 Clean Water Fund Competitive Grants Program through Board Order #22-31.
3. The Board adopted Board Order #22-55 to allocate funds for the FY23 Clean Water Fund Competitive Grants Program.
4. The Grantee has submitted a Board approved work plan for this Program, which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**Administrator
1000 Pennington Ave
Thief River Falls, MN 56701
218-681-5800**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd.4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
- 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This Grant Agreement includes an advance payment of 50% of each grant's total amount per grant. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY23 Clean Water Fund Competitive Grant Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Red Lake WD

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

January 5, 2023



HDR Inc.
213 LaBree Ave N., Suite 203
Thief River Falls, MN 56701-2022

Attn: Kerrie Berg, PE

Subject: Cost Proposal – Contract Geotechnical Exploration
Crescent Avenue Stabilization Project
Crookston, Minnesota

American Engineering Testing (AET) is pleased to submit a proposal for contract geotechnical exploration services for the proposed Crescent Avenue Stabilization project in Crookston, Minnesota. Our proposal is based on our electronic mail correspondence with you on December 30, 2022. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services.

PROJECT INFORMATION

Project Description

We understand the purpose of the proposed project is to assess the slope stability of the Red Lake River embankment near 387 Crescent Avenue in Crookston. Our exploration is limited to contract drilling, laboratory testing, and submission of a factual data report.

SCOPE OF SERVICES

Site Field Exploration

Based on the information provided, we propose the following scope of services:

We will mobilize a track-mounted drill rig to the project for advancement of one (1) standard penetration (SPT) soil borings to a depth of 100 feet below existing grade. The borings will be advanced with hollow stem auger (HSA) and/or mud rotary drilling techniques.

3522 4th Avenue S. | Fargo, ND 58103
830 S. 48th Street | Grand Forks, ND 58201
Phone Office: 701-232-1822 | teamAET.com | AA/EEO

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We assume existing grounds are relatively level with minimal, if any, obstruction which would prevent direct access to the proposed boring locations by our track mounted drill. We also assume that there will be no obstructions negating site access such as trees, brush, overhead power lines or other obstructions limiting equipment access. Finally, we assume the geotechnical exploration will be performed during a period lacking inclement weather or snowfall. Snow removal will be the responsibility of the Client. If required, AET will coordinate snow removal and invoice the client at 15 percent above cost of services.

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. The client/property owner(s) are responsible for locating all private underground utilities and structures. Please provide us with any maps, plans, and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The client/property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers. This is particularly important as the over-all planning of the project develops, evolves and progresses.

We will drill the borings using hollow stem augers, and sampling by split-barrel sampler and thin wall tube methods (ASTM D1586 & D1587). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½ foot intervals to 20-feet, then at 5-foot interval thereafter to the planned termination depths. Representative portions of recovered samples will be collected in bags and capped brass tubes to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with injury or loss after we leave the site.



AET will furnish completed drilling filed boring logs via email to the client within 2 days of completion, per the requirements of the RFP. Laboratory testing will include moisture content, unit weight, grain size analysis, Atterberg limit, and hydrometer. AET will provide a factual report that includes a summary of the test results.

SCHEDULE & FEES

Weather and site access permitting, AET anticipates our field work can be scheduled approximately four weeks from receiving an authorization to proceed within completion prior to February 14, 2023. We note that mud rotary boring to requested depth requires moderate Winter temperatures, and therefore we caution that weather delays may occur. Our fees for the scope of services described above will be charged ***based on unit rates assigned to the line items detailed within the RFP.*** We estimate a total fee of \$7,000. Please note, our fees will be in effect for thirty (30) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary. Should subsurface conditions warrant a change in scope, i.e., additional services such as more exploration, we will request any fee changes prior to exceeding the proposed budget.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement — Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.



ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in black ink, appearing to read 'Josh Holmes'.

Josh Holmes, PE
Geotechnical Engineer

A handwritten signature in black ink, appearing to read 'Mark Blixt'.

Mark Blixt, PE
Geotechnical Engineer

Attachments: Environmental/Geotechnical Service Agreement – Terms and Conditions
Certificate of Insurance
W9

AET PROPOSAL

ACCEPTANCE AND AUTHORIZATION

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____



Table 1: Scope of Work for SPT Explorations

Item No.	Bid Item	Unit	Estimated Quantity	Unit Rate	Cost
1	Mobilization/Demobilization	LS	1	1,630	1,630
2	Boring (0 to 100 feet)	LF	100	30	3,000
3	Backfilling/Grouting of Boring	EA	1	650	650
				Total	5,280

Includes Locates & Overnights

Includes MDH Permit

LABORATORY TESTING PROGRAM

Specific sample testing assignments will be provided by HDR after review of field boring logs and samples (if required). The Laboratory Testing Program, which is summarized in Table 2, shall be used as a guide for scheduling and budgeting purposes. Specific sample testing assignments will be provided by HDR after review of field boring logs and samples.

Table 2: Scope of Work for Laboratory Testing

Bid Item	Unit	Estimated Quantity	Unit Rate	Estimated Cost
Moisture Content (ASTM D2216)	EA	18	5	90
Grain Size Analysis (ASTM D422)	EA	1	115	115
Atterberg Limits (ASTM D4318)	EA	5	125	625
Sieve Analyses (ASTM D422) w/ Hydrometer (ASTM D1140)	EA	1	250	250
Density and Unit Weight (ASTM: D7263)	EA	4	10	40
Factual Report and Summary of Tests	EA	1	600	600
			Total	1,720

NOTES

- All borings shall be logged by an engineer, geologist, or experienced technician familiar with the local subsurface conditions.
- Laboratory work is to be overseen by an experienced laboratory technician.
- Within 2 days of completion of drilling, the subcontract driller will furnish scanned field boring log via email for the borehole. The logs shall include, but not be limited to, the following information:
 - Name and location of project
 - Date and time of start and completion of boring
 - Identifying boring number
 - Name of Drill Foreman and Logger
 - Boring surface elevation and GPS or state plane coordinates
 - Depth of ground water during and after drilling (stabilized)
 - Soil classification including geologic origin (e.g., fill, alluvium, etc.) and USCS classification (ASTM D2487)
 - Type, size, and description of casing, sampler, and drill rig
 - Any unusual conditions encountered during drilling
 - SPT blow counts in split spoon samples (6-inch intervals and total after set) corrected for specific drill rig hammer energy (N_{60}).
- Prepare tube and jar samples for safe shipment or delivery to the testing laboratory.
- Provide field sketch of boring location with measurements relative to existing site features for future plotting on plans.
- Landowner permissions must be granted prior to drilling and all efforts to minimize crop damage is required.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 CLEVELAND AVE. N.

6 City, state, and ZIP code

ST. PAUL, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 Hub International Great Plains 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER A: The Phoenix Insurance Company	
	INSURER B: The Travelers Indemnity Company of America	
	INSURER C: Travelers Property Casualty Company of America	
	INSURER D: The Travelers Indemnity Company	
	INSURER E: Continental Casualty Company	
INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P630539K8896PHX22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122143G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092143	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9H9151012143G	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2022	1/1/2023	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2022	1/1/2023	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RENEWALS: contracts@teamAET.com

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

January 20, 2023

Myron Jesme
Red Lake Watershed District
1000 Pennington Avenue South
Thief River Falls, Minnesota, 56701

Subject: Agreement for GIS Support in Calendar Year 2023

Dear Mr. Jesme,

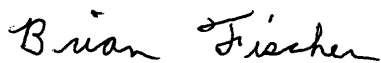
Based on previous meetings, RLWD staff requested a draft agreement to provide GIS Support to the district with the primary goal of update the GIS map viewer to the current ESRI technology platforms. HEI's work would primarily provide knowledge transfer and training sessions in the form of web meetings to district staff. The scope of service provides a flexible structure where the district can request support from HEI GIS staff on a as needed basis using a time and materials agreement to not exceed a specific amount.

To provide an easy path forward for this work, HEI is providing an agreement and scope of services with the cost estimate. If RLWD would like to move forward with all tasks outlined in the scope, simply sign the agreement, return a copy and we can begin work.

I believe this scope of services accurately sets forth our understanding of the desired tasks. If you have any questions or we need to revise the scope of work, please let me know and we can modify accordingly.

Sincerely,

HOUSTON ENGINEERING, INC.



Brian Fischer
Project Manager - Technology
Direct: 763.493.6664
bfischer@houstoneng.com

PROJECT NAME	Red Lake Watershed District		
HOUSTON JOB NO.	3655-	HOUSTON PROJ. MGR.	Brian Fischer
CLIENT/OWNER NAME	Red Lake Watershed District	CLIENT/OWNER PHONE NO.	218-681-5800
CLIENT/OWNER ADDRESS	1000 Pennington Avenue South, Thief River Falls, Minnesota, 56701		

Recitals

- HOUSTON ENGINEERING, INC.
- BY: _____
AUTHORIZED REPRESENTATIVE
- TITLE: Vice President
- DATE: 01/10/2023

houstoneng.com

ATTACHMENT A – SCOPE OF SERVICES

Task 1 – GIS Support

HEI will provide GIS support as requested on a time and materials basis by RLWD from January 20, 2023 thru December 31, 2023 up to \$5,200 in labor time. This cost estimate was developed by assuming approximately 32 hours of Chad Nunemacher's time. The actual hours could vary depending upon whether Chad deems it necessary or more efficient to delegate tasks to other HEI staff that may have different billing rates.

These services typically include general help in the form of answering questions, knowledge transfer, or training. These services could also include management of the district's ArcGIS online subscription, data creation or edits, setup of configuration ArcGIS online web/mobile apps, management or updates of the district public GIS viewer and other technical tasks as requested by the district.

HEI will only complete requests as authorized by the RLWD. Myron Jesme or Christina Slowinski will be designated as the authorized individual to approve GIS support requests. RLWD will supply an email as authorization to complete a technical support or maintenance request. HEI will provide an estimate of the amount of time to complete the request, if requested. These services will be billed as time and materials in ¼ hour increments. The requests will be billed for time beginning at the start of the request. For 2023, technical support will be billed as time and materials using the 2023 HEI Fee schedule below. The request will generally be handled via web meetings, phone, ticket system or email. If onsite meetings are requested, then the travel time and mileage will be billed.

HEI 2023 Fee Schedule

GIS Intern	\$68
GIS Analyst 1	105
GIS Analyst 2	116
GIS Analyst 3	127
GIS Analyst 4	138
GIS Analyst 5	149
GIS Analyst 6	159
Project Manager 1 – Technology	162
Project Manager 2 – Technology	179
Project Manager 3 – Technology	208
Software Engineer 1	\$122
Software Engineer 2	137
Software Engineer 3	148
Software Engineer 4	158
Software Engineer 5	170
Software Engineer 6	181

RED LAKE WATERSHED DISTRICT

SNOW SURVEY –AS OF January 31, 2023

AVG. DEPTH –

AVG. MOISTURE CONTENT –

MnDNR

THIEF LAKE WMA

SNOW DEPTH – N/A

MOISTURE CONTENT – N/A

US F&WS

AGASSIZ NW REF.

SNOW DEPTH – N/A

MOISTURE CONTENT – N/A

SITE #1

UPSTREAM OF ELM LK. IMP.

NEAR DITCH #200

SNOW DEPTH – 16.5"

MOISTURE CONTENT – 2.95"

SITE #6 – NO LONGER USED

SANDERS TWP.

BLACK RIVER WATERSHED

SITE #3

MOOSE R. WATERSHED

SNOW DEPTH – 15.9"

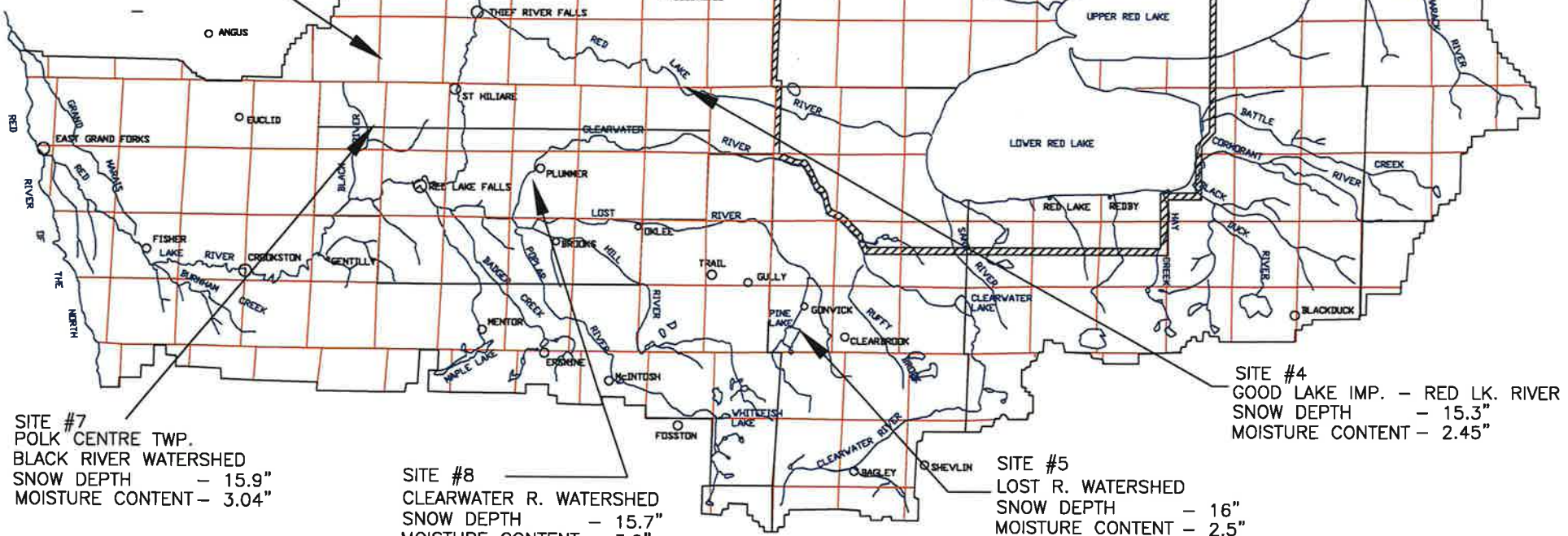
MOISTURE CONTENT – 3.10"

SITE #2

MUD RIVER WATERSHED

SNOW DEPTH – 14.4"

MOISTURE CONTENT – 2.80"



SITE #4
GOOD LAKE IMP. – RED LK. RIVER
SNOW DEPTH – 15.3"
MOISTURE CONTENT – 2.45"

SITE #5

LOST R. WATERSHED

SNOW DEPTH – 16"

MOISTURE CONTENT – 2.5"

SITE #8

CLEARWATER R. WATERSHED

SNOW DEPTH – 15.7"

MOISTURE CONTENT – 3.0"

SITE #7

POLK CENTRE TWP.

BLACK RIVER WATERSHED

SNOW DEPTH – 15.9"

MOISTURE CONTENT – 3.04"



PENNINGTON SOIL & WATER CONSERVATION DISTRICT

201 Sherwood Avenue South • Suite 3

Thief River Falls, MN 56701-3407

Phone: (218) 683-7075

www.penningtonswcd.org

February 7, 2023

Dear Envirothon Sponsor:

The Area I Envirothon, a popular outdoor environmental learning event for Minnesota high school students, is scheduled to be held on Wednesday, April 26th, at Lake Bronson State Park. Last year we had 19 teams from 7 local schools participate.

We want to thank you for your past financial support and would like you to consider it again this year. **We are asking for donations of \$25 - \$300.** This money will help finance trophies, prizes, noon lunch for the students, and advancement to the state competition in May. If you would like to donate to help support this fun learning event for our students, please send a check **(made payable to the Area I Envirothon)** to our office by April 14th.

If you have any questions, please call me at 218-683-7075.

Sincerely,

A handwritten signature in blue ink that reads "Donna Christianson".

Donna Christianson
Outreach Coordinator

RECEIVED

FEB 08 2023

Initial: MJ

Tammy Audette

From: Patrick Halloran <pat.halloran@co.clearwater.mn.us>
Sent: Tuesday, February 7, 2023 12:38 PM
To: Tammy Audette
Subject: FW: pine lake culvert replacement and CSAH 49 grading
Attachments: 2520_001.pdf

Hi Tammy, say this permit (2021-180) is about to expire and due to the difficulties on getting concrete box culverts last year it didn't get done. Can we get this extended for this year. Thanks,
Also how are the other permits going that I sent you recently?

From: Tammy Audette <tammy.audette@redlakewatershed.org>
Sent: Thursday, February 24, 2022 3:05 PM
To: Patrick Halloran <pat.halloran@co.clearwater.mn.us>
Subject: RE: pine lake culvert replacement and CSAH 49 grading

CLEARWATER COUNTY SECURITY NOTICE:

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.

RECEIVED

FEB 07 2023

Initial: MS

In the matter of the application of: Clearwater County Highway Department, 113 7th Street NE, Bagley, MN 56621

Pursuant to Minnesota Statutes Chapter 103D, the Permit and Drainage Rules of the Red Lake Watershed District, and on the basis of the statement and information contained in the permit application submitted by applicant, including all letters, maps, and other supporting data furnished by applicant, all of which are made a part hereof by reference, permission is hereby granted to Clearwater County Highway Department address for the purposes of notice and other communications pertaining to this permit is 113 7th Street NE, Bagley, MN 56621 the purpose of doing the work applied for with the following exceptions, changes, and/or special conditions:

Revised - Red Lake Watershed District (RLWD) approval to replace an existing timber bridge with a 16' X 5' RC Box culvert, as per plan-set provided. (MN DNR requested the up-sizing from 14'X5' to a 16' X 5'). Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

This permit is granted subject to the following provisions:

- 1) This permit is permissive only and shall not release the permittee from any liability or obligation imposed by Minnesota Statutes, Federal Law or Local Ordinances and shall be subject to all conditions and limitations now or hereafter imposed by law. The Red Lake Watershed District makes no representations to the applicant in granting the permit that the proposed work complies or does not comply with the existing law. No liability shall be imposed upon or incurred by the District or any of its officers, agents or employees, officially or personally, on account of the granting of this permit, or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claim or right of action of the District against the permittee, its agents, employees, or contractors for violation of or failure to comply with the provisions of the permit or applicable provisions of law.
- 2) Work authorized under this permit shall be completed by February 24, 2023, unless extended by the District.
- 3) The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the District for inspection of the work authorized by this permit.
- 4) This permit may be terminated by the District without notice at any time deemed necessary for the management of the water resources of the District, or in the interest of the public health and welfare, or for violation of any of the provisions of this permit.

Dated this 24 day of February, 2022.

Red Lake Watershed District



Myron Jesme, Administrator

P.A. No. 2021-180

APPLICATION FOR PERMIT
RED LAKE WATERSHED DISTRICT
1000 Pennington Avenue South, Thief River Falls, MN 56701
RLWD@redlakewatershed.org
218-681-5800

TO THE BOARD OF MANAGERS:

Landowner Name: Clearwater County Highway Department		Telephone Number: 218-694-6132
Address (Street, RFD, Box No., City, State, Zip): 113 7th St Ne Bagley MN		
Project Location: Government Lot _____ Quarter Section(s) NW 1/4, NW 1/4 Section(s) 2		
Township (Name & #) 149N Pine Range # 38W County Clearwater		
Type of Work Proposed:		
<input type="checkbox"/> Excavate	<input type="checkbox"/> Install	<input type="checkbox"/> Ditch
<input type="checkbox"/> Fill	<input type="checkbox"/> Remove	<input checked="" type="checkbox"/> Culvert (Size _____) 14' X 5' Box
<input type="checkbox"/> Drain	<input type="checkbox"/> Other	<input type="checkbox"/> Bridge (Size _____)
<input checked="" type="checkbox"/> Construct	<input type="checkbox"/>	<input type="checkbox"/> Dam
		<input type="checkbox"/> Dike
		<input type="checkbox"/> Erosion Control
		<input type="checkbox"/> Tile
		<input type="checkbox"/> Other

Be sure to attach all necessary reports, maps, drawings, photos, other data, etc., to support permit application.

Description of work to be done: Replace existing Timber bridge with a 14' X 5' RC box culvert.	
Estimated drainage area: acres _____ or sq. mile(s) 54.49	
Work is necessary because: Existing bridge is structurally deficient.	

I hereby make application for a permit to proceed with the proposal described above and have attached all supporting maps, plans, and other information submitted with this application. The information submitted and statements made concerning this application are true and correct to the best of my knowledge. Obtaining a permit from the Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or permits required by law.

Signature of landowner: C.C.H.D. Patrick T. Halla	Date: 12-7-21
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DEC 9 2021

MS

For Office Use Only P.A. No. 21-180
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**APPLICATION FOR PERMIT
RED LAKE WATERSHED DISTRICT**

1000 Pennington Avenue South, Thief River Falls, MN 56701
RLWD@redlakewatershed.org
218-681-5800

TO THE BOARD OF MANAGERS:

Landowner Name: Red Lake County Highway Dept.		Telephone Number: 218-253-2697																					
Address (Street, RFD, Box No., City, State, Zip): 204 7th St. SE, Red Lake Falls, MN 56750																							
Project Location: Government Lot _____ Quarter Section(s) <u>NW</u> Section(s) <u>24</u>																							
Township (Name & #) <u>Poplar</u> Range # _____ County <u>Red Lake</u>																							
<table border="0" style="width: 100%;"><tr><td colspan="2">Type of Work Proposed:</td><td></td><td></td></tr><tr><td><input type="checkbox"/> Excavate</td><td><input checked="" type="checkbox"/> Install</td><td><input type="checkbox"/> Ditch</td><td><input type="checkbox"/> Dike</td></tr><tr><td><input type="checkbox"/> Fill</td><td><input type="checkbox"/> Remove</td><td><input checked="" type="checkbox"/> Culvert (Size <u>10'x5'</u>)</td><td><input type="checkbox"/> Erosion Control</td></tr><tr><td><input type="checkbox"/> Drain</td><td><input type="checkbox"/> Other</td><td><input type="checkbox"/> Bridge (Size _____)</td><td><input type="checkbox"/> Tile</td></tr><tr><td><input type="checkbox"/> Construct</td><td><input type="checkbox"/></td><td><input type="checkbox"/> Dam</td><td><input type="checkbox"/> Other</td></tr></table>				Type of Work Proposed:				<input type="checkbox"/> Excavate	<input checked="" type="checkbox"/> Install	<input type="checkbox"/> Ditch	<input type="checkbox"/> Dike	<input type="checkbox"/> Fill	<input type="checkbox"/> Remove	<input checked="" type="checkbox"/> Culvert (Size <u>10'x5'</u>)	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Drain	<input type="checkbox"/> Other	<input type="checkbox"/> Bridge (Size _____)	<input type="checkbox"/> Tile	<input type="checkbox"/> Construct	<input type="checkbox"/>	<input type="checkbox"/> Dam	<input type="checkbox"/> Other
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<input type="checkbox"/> Construct	<input type="checkbox"/>	<input type="checkbox"/> Dam	<input type="checkbox"/> Other																				

Be sure to attach all necessary reports, maps, drawings, photos, other data, etc., to support permit application.

Description of work to be done: Red Lake County plans to remove the existing culverts and replace with a 10'x5' RCB. It will be placed in the Poplar Township Road. See attached plans and hydraulic study.
Estimated drainage area: acres _____ or sq. mile(s) _____
Work is necessary because: Existing culverts are sized incorrectly and in poor condition.

I hereby make application for a permit to proceed with the proposal described above and have attached all supporting maps, plans, and other information submitted with this application. The information submitted and statements made concerning this application are true and correct to the best of my knowledge. Obtaining a permit from the Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or permits required by law.

Signature of landowner: 	Date: 2-7-23
--	-----------------

RECEIVED

FEB 07 2023

Initial: MS

For Office Use Only P.A. No. <u>23-007</u>



January 30, 2023

Local Government Administrator
Red Lake Watershed District
1000 Pennington Avenue South
Thief River Falls, MN 55701

FIRST NOTICE OF NON-COMPLIANCE

Dear Red Lake Watershed District:

Thank you for submitting your pay equity report. Unfortunately, your jurisdiction did not meet certain requirements, resulting in a non-compliance ruling by Minnesota Management & Budget. However, the good news is that you have a grace period to meet the requirements and submit a new report prior to any penalties being assessed.

You have received this “First Notice of Non-Compliance” because your jurisdiction did not pass the Alternative Analysis Test. The details enclosed are public information and must be supplied to anyone upon request. More information about compliance and reporting requirements can be found on our [Local Government Pay Equity Webpage](#).

This first non-compliance ruling entitles you to two options:

1. Make any necessary salary adjustments and submit a new report within the grace period.
2. Request reconsideration. This option is for jurisdictions that need a longer grace period or believe the non-compliance ruling was made in error. A reconsideration request form is enclosed and must be submitted within 30 days from the date of this letter.

Whether you choose Option 1 or Option 2, your jurisdiction must submit a new report including current salaries and other data. **It is very important that you respond on time for whichever option you choose. A “Second Notice of Non-Compliance” will result in penalties being assessed back to January 1, 2023.**

We are eager to help you achieve compliance, and urge you to contact us as soon as possible. Prior to officially filing your new report, you may submit the information for an informal “preliminary review.” This may prevent a second non-compliance ruling and the penalties that would result. When creating a report for preliminary review in the [Minnesota Pay Equity Management System](#), be sure to select “shared” status from the dropdown.

Red Lake Watershed District
January 30, 2023
Page 2

If we do not receive a report from you by May 30, 2023 a second notice of non-compliance can be issued, resulting in penalties being assessed from January 1, 2023 until compliance is achieved.

If you have any questions about this notice or pay equity requirements, please contact me at (651) 259-3805.

Sincerely,

A handwritten signature in blue ink that reads "Dominique Murray". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Dominique Murray
Pay Equity Coordinator
pay.equity@state.mn.us

Option 1

Make Adjustments and Submit New Report within Grace Period

January 30, 2023- Date of Non-compliance Notice.

March 30, 2023 - Date by which adjustments must be effective.

May 30, 2023- Date by which new report must be submitted.

If the department's analysis of the new report shows the jurisdiction to be in compliance, no penalties will be assessed, and a "Certificate of Compliance" will be issued. However, if the analysis shows the jurisdiction to be out of compliance, penalties will be assessed back to January 1, 2023.

Reason for Non-compliance

The non-compliance ruling is a result of your jurisdiction's failure to pass the Alternative Analysis Test.

Explanation of Alternative Analysis Test

The alternative analysis was used for your jurisdiction because there were less than 3 male classes and an underpayment ratio below 80%.

Your jurisdiction did not pass the alternative analysis test because there can be no compensation disadvantage for at least 80% of the female classes compared to the male classes. The female class of Assistant Administrator is at a disadvantage.

The salary for the female class of **Assistant Administrator** has more job points and less pay than the male class of Water Quality Coordinator, and the differences cannot be explained by years of service.

Estimated cost to correct this disadvantage is to increase the salary of the Assistant Administrator by \$1.61 per hour.

An explanation of how to calculate this test is in the "[Guide to Understanding Pay Equity Compliance](#)".

Option 2

Request for Reconsideration of Pay Equity Non-Compliance

(Use this form only if requesting reconsideration)

Step 1: Email this form within 30 days of the date of the letter notifying your jurisdiction of non-compliance. *If sending the form via email presents a problem, contact Pay Equity Coordinator, Dominique Murray at 651-259-3805.*

_____ is requesting: *(check whichever applies)*
(name of jurisdiction)

1. ☐ A longer grace period for submitting a new report than the one specified by MMB in the "First Notice of Non-Compliance". Our jurisdiction is requesting until _____ to submit the new report.
2. ☐ A reversal of MMB's compliance determination.

Step 2: Submit Supporting Documentation

All jurisdictions requesting reconsideration must provide supporting written documentation. The supporting documentation must be emailed within 60 days from the date of the non-compliance letter. *If sending the information via email presents a problem, contact Pay Equity Coordinator, Dominique Murray at 651-259-3805.*

The signature below verifies that a copy of this form has been sent to each exclusive union representative (if any) in the jurisdiction and will be posted for 90 days at the following location:

Posting Location

Contact Person

Chief Elected Official

Name of Jurisdiction

Title

Address

Date

Phone

Results of MMB's compliance review and materials submitted by the jurisdiction to support the reconsideration request are public data and available upon request. Comments concerning this reconsideration request may be submitted to Minnesota Management & Budget, Pay Equity Coordinator, 400 Centennial Building, 658 Cedar Street, St. Paul, MN 55155; (651) 259-3805

Tips

What should be done when a “non-compliance” notice is received?

1. Don't ignore it. A second notice means a penalty. The penalty is a 5% reduction in local government aid or \$100 per day, whichever is greater.
2. Check our [Local Government Pay Equity Webpage](#), if you do not already have the pay equity guidebook or reporting instructions.
3. Don't dwell on the old report. A new report with **current information** is required.
4. Prepare a Pay Equity Implementation Report using **current data**. **Report salaries and employees that exist at the present time**. Be sure to carefully review the reporting instructions so that data is reported correctly.
5. Using the [Minnesota Pay Equity Management System](#), create a new report in a “shared status” and ask for a “preliminary review.” Do this as soon as possible so that Minnesota Management & Budget has time to review the report and get a response to you in time for you to make adjustments if necessary.
6. Take notice of the “Date by which new report must be submitted.” This date marks the end of your grace period. If you correct any problems and submit a new report that passes all tests by that date, you will be in compliance.
7. When you get the results of the preliminary review, act as soon as possible so you do not miss the deadline.

When should a jurisdiction ask for reconsideration?

1. Rarely. The quickest route to compliance is to submit a new report and correct any problems within the grace period.
2. Even if a reversal of the non-compliance ruling is requested, **you must submit a new report with current data**. If your new data meets requirements, there is no need to request reconsideration.
3. Reconsideration requests take a long time, sometimes as much as 12 months, to process because there is additional information to review and a committee may need to review the case.
4. If you have an unusual situation or it appears impossible for you to get into compliance within the allotted grace period, requesting reconsideration is advisable. Examples of unusual situations might be the middle of a bargaining cycle, numerous recent staff changes, severe budgetary problems, etc.

Red Lake Watershed District - Administrators Report

February 9, 2023

Red River Watershed Management Board – Gene will be attending the Red Board meeting held at 10:00 am February 21, 2023 in conjunction with the RRWMB/FDRWG Joint Conference at the Marriott in Moorhead. LeRoy and Dale are on vacation and not able to attend. I will be leaving for Moorhead on the morning of the 21st and will be attending the meeting live, then attending the conference sessions later in the day. For your convenience, I have included in your packet the agenda for the upcoming Joint Conference.

Drainage Workgroup Meeting – I will be attending the DWG meeting which will be held at 11:00 Friday February 10, 2023. I have included in your packet the agenda for the upcoming meeting.

Red Lake River 1W1P – Corey, Tammy, Ann and I attended the Advisory meeting as well as the Policy Committee meeting held yesterday at 9:30 am.

River Water Forum – I have included in your packet the River Watch Forum invitation for your review. If you would like to attend this forum, please contact Tammy or Ann and they will set you up.

Minnesota Watersheds – Please find in your packet the news release dated 1-31-2023 which confirms the appointment of Jan Voit as the Executive Director of Minnesota Watershed aka MAWD. I will be leaving for St. Paul Tuesday February 14th to attend the Minnesota Watersheds Legislative Sessions.

FEMA – RLWD staff is continuing to work on data input for completed projects. It is imperative that we wrap this project up by February 15th as that is the last day our FEMA representative will be working with us as she is getting transferred.

Mud River Project Team – I will be working remotely Friday February 17th and will attend this meeting at 10:00 am via Zoom.

AGENDA - Annual Joint Conference - February 21-22, 2023

RRWMB and FDRWG

(updated 12/16/2022)

TUESDAY, FEBRUARY 21

1:00 PM Welcome, Day 1 (D. Money)

1:15 - 1:35	Research update: U of M tile drainage project	Lindsay Pease (UM Crookston)
1:35 - 1:55	Research update: cattail management	Danny Omdahl (MSTRWD)
1:55 - 2:40	USACE Stream mitigation credits program	Desiree Morningstar (USACE)
Break - 2:40 - 3:00		
3:00 - 4:00	Soil Health Practices in Our Northern Climate	Anna Cates, Jared Wiegandt, Kim Melton, Heather Donoho

Closing Comments and Adjourn Day 1 (R. Sip)

WEDNESDAY, FEBRUARY 22

8:30 AM Welcome, Day 2 (A. Graham?)

8:35 - 8:55	Highlights of RRB Watershed Plans	Peter Nelson, Neil Peterson, Jamie Beyer, Linda Vavra
8:55 - 9:15	Project Update: Mud River	Nate Dalager, Jim Graham
9:15 - 9:35	Project Update - S. Branch Buffalo River	Bennet Uhler
9:35-9:55	RRWMB Highlights	Rob Sip
Break 9:55 - 10:15		
10:15 - 10:30	FDRWG Highlights	Andrew Graham
10:30 - 12:00	Dale Carnegie Training - Short Session	Melissa Marshall
12:00 - 1:00 Lunch		
1:00 - 1:20	MN RIM opportunities	John Voz (BWSR)
1:20-1:45	ND Ag Weather Network (NDAWN)	Daryl Ritchison
1:45 - 2:00	State funding for rural ring levees	Andrew Graham, Myron Jesme
Break 2:00 - 2:15		
2:15 - 2:55	Training - Media Relations and Crisis Communications	Park Street Public

2:55 - 3:00 PM Closing Comments and Adjourn (R. Sip)

Session Moderators: A. Graham, A. Swenby, and TBD

Drainage Work Group Meeting

When: Thursday February 10, 2023 11:00 a.m. – 2:00 p.m. **Hybrid**

Where: MN Farmers Union
305 Roselawn Ave E #200
St Paul, MN 55117

Virtual Option at:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Join with a video conferencing device

mn@m.webex.com

Video Conference ID: 111 908 673 9

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 651-395-7448,,200446287#](#) United States, St. Paul

Phone Conference ID: 200 446 287#

[Find a local number](#) | [Reset PIN](#)

Agenda:

11:00 Welcome and Introductions

11:05 Overview and any updates of agenda for the meeting – Tom G.

11:10 **Share information about recent and upcoming drainage related events – All**

- AMC Drainage Seminar Feb 8-9, Alexandria, MN

11:20 **Other Group updates/information–**

11:30 **Registry Response thoughts on a timeline?**

At our last meeting the proponents of the Registry bill asked for a proposal from AMC/MAWD/Others as an alternative to the Registry language from last year. They acknowledged with Conventions around the corner folks would be busy but I would like to revisit the topic to see what sort of timeline we may be able to see a proposal?

1:45 **Next DWG meeting, June of 2023??.**

Virtual Options @ MN Farmers Union

2:00 **Adjourn**

28th Annual River Watch Forum

Theme: Outstanding in Your Field...Science

March 1st, 2023

Alerus Center - Grand Forks, ND

8:30 Doors Open: Registration & Breakfast

9:30 Welcome & Opening Remarks

9:40 Keynote Address

~~ Andy Ulven, *Montana DEQ* ~~

10:30 Breakout Sessions

Poster Viewing and Judging

River Arts

Hands-on Demonstrations in Field Sciences

12:30 Lunch (Taco Bar)

1:15 Watershed Kahoot

Advisor Meeting

1:40 Group Picture

1:45 Announcements, Awards, Scholarship Presentation

2:15 Adjourn

You're Invited!

Use doors 4-6 near Ballroom

RSVP by Feb 13th

Contact Asher Kingery at 701-331-9259 or asher@iwinst.org

Welcome back Andy Ulven!



Hear from our good friend Andy Ulven as he continues his passion for science, rivers, and citizen involvement. Andy's story starts out in Hawley, MN as a River Watch student and now covers the entire state of Montana as the Water Quality Planning Bureau Chief for the Dept of Environmental Quality.



**President**

Linda Vavra (Region 1)
Bois de Sioux WD
lvavra@fedtel.net
320-760-1774 | Term 2023

Vice President

Peter Fjestad (Region 1)
Buffalo Red River WD
pfjestad@prtcl.com
218-731-4630 | Term 2025

Secretary

Wanda Holker (Region 2)
Upper Minnesota WD
ewholker@fedtel.net
320-760-6093 | Term 2024

Treasurer

David Ziegler (Region 3)
Riley-Purgatory-Bluff Creek WD
david_ziegler@outlook.com
952-905-1889 | Term 2025

Directors

Gene Tiedemann (Region 1)
Red Lake WD
gtiedemann@rrv.net
218-289-3511 | Term 2024

Jeff Gertgen (Region 2)
Middle Fork Crow River WD
jlgliasion@gmail.com
608-370-3934 | Term 2023

Brad Kramer (Region 2)
Shell Rock River WD
brad@provenioconsulting.com
507-369-6050 | Term 2025

Mary Texer (Region 3)
Capitol Region WD
metexer@gmail.com
651-224-2919 | Term 2023

Jackie Anderson (Region 3)
Comfort Lake – Forest Lake WD
mawdiapa@gmail.com
612-819-6906 | Term 2024

Jan Voit
Executive Director
admin@mnwatershed.org
507-822-0921

FOR IMMEDIATE RELEASE

Jan 31, 2023

CONTACT: Jan Voit

507-822-0921

admin@mnwatershed.org

FORMER ADMINSTRATOR OF HERON LAKE WATERSHED DISTRICT APPOINTED HEAD OF

STATEWIDE WATERSHED GROUP

Jan Voit, former administrator for the Heron Lake Watershed District in Southwest Minnesota, was appointed the executive director of Minnesota Watersheds, a statewide association of watershed districts and water management organizations across Minnesota in December, 2022 at their Annual Meeting. She served a brief stint as the interim executive director.

Voit served for 38 years as the administrator of the Heron Lake Watershed District. After her retirement Voit worked part-time with the statewide association and was appointed as its executive director when the position became vacant.

Linda Vavra, president of Minnesota Watershed said, “We are pleased to have a person of Jan Voit’s administrative experience and breadth of knowledge of watershed management heading up our organization. She is a valuable addition in taking charge of our organization and we are excited about the future of our watershed organization.”

While serving at the Heron Lake Watershed District she helped to secure 81 grants amounting to over \$8 million from local, state, and national organizations such as the Heron Lake-Okabena Community Foundation, Minnesota Pollution Control Agency, Minnesota Department of Natural Resources, Environmental Protection Agency, Minnesota Department of Agriculture, Board of Water and Soil Resources, Environment and Natural Resources Trust Fund, and the Lessard-Sams Outdoor Heritage Council.

These funds were used to pay for cost-share and incentive programs, water quality monitoring, staff, and education efforts. The success of the grant programs allowed for the receipt of several awards including two Minnesota Environmental Initiative awards, Department of Natural Resources Watershed District of the Year, Minnesota Association of Watershed Districts Program of the Year, and the Governor’s Minnesota GREAT award. Voit was also responsible for cost-share and incentive program development, education efforts, drainage system management, and watershed district administration.

- END -