# RED LAKE WATERSHED DISTRICT

August 24, 2023 9:00 a.m.

# Agenda

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	August 10, 2023 Minutes	Action
	Financial Report dated August 23, 2023	Action
	Red Lake River 1W1P RLWD Project No. 149-Crescent Avenue	Information
9:15 a.m.	2024 Administrative Budget Hearing	Action
	Proposed 2024 Special Revenue Project Levy	Action
	Beich Ring Dike, RLWD Project No. 129AY – Pay Estimate #1	Action
	Cardinal Ring Dike, RLWD Project No. 129BB	Info/Action
	Payment Ring Dike, RLWD Project No. 129BC	Information
9:30 a.m.	Thief River 1W1P, RLWD Project No. 149A Bank Stabilization Quotes: Barth Bank Stabilization Quotes: Stock	Info/Action
	Red River Basin Long Term Flood Solution, RLWD Project No. 92	Information
	Mud River Project, RLWD Project No. 180C	Information
	Turtle Cross Connection, RLWD Project No. 114-HDR Engineering Proposal	Info/Action
	Red Lake SWCD -Funding Requests:  Eldon Vigstol – Grade Stabilization Project  David Brule – Grade Stabilization Project – Repairs	Info/Action Info/Action
	Permit No. 23-136: Elizabeth Berge – Russia Township	Info/Action
	Permits: No. 23-038, 23-047, 23-050, 23-132, 23-144, 23-149, 23-150	Action

MAWD/SWCD Admin Joint Meeting
Arrowwood Lodge & Resort – Baxter, MN - Sept 27-28, 2023

Staff Employment Update Information

Administrators Update Information

Legal Counsel Update Information

Managers' updates Information

Adjourn Action

### **UPCOMING MEETINGS**

August 24, 2023 RLWD Board Meeting, 9:00 am

August 24, 2023 RLWD 2024 General Fund Budget Hearing, 9:15 am
September 6, 2024 Red Lake River Policy Committee Meeting, 9:30 am
ULRL Steering Team Meeting, Microsoft Teams, 2 pm

September 11, 2024 Thief River 1W1P Policy Committee Meeting, RLWD office, 9 am

September 14, 2023 RLWD Board Meeting, 9 am

## RED LAKE WATERSHED DISTRICT Board of Manager's Minutes August 10, 2023

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

Present: Managers: Dale M. Nelson, Gene Tiedeman, Terry Sorenson, LeRoy Ose, Brian Dwight, and Allan Page. Absent: Tom Anderson. Staff Present: Tammy Audette, Ann Joppru, Melissa Bushy, Tony Olson, Lindsey Kallis, Corey Hanson, Nate Koland, and Legal Counsel, Delray Sparby. Guests: Nate Dalager, Tony Nordby, Dillon Nelson, and Darrell Rodahl.

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

The Board reviewed the July 27, 2023, minutes. Motion by Tiedemann, seconded by Page, to approve the July 27, 2023, Board meeting minutes as presented. Motion carried.

The Board reviewed the Financial Report dated August 9, 2023. Motion by Sorenson, seconded by Dwight, to approve the Financial Report dated August 9, 2023. Motion carried.

Engineer Dillion Nelson, HDR Engineering, Inc., stated that the Plans and Specifications for the Pine Lake – Phase 2, RLWD Project No. 26B are completed and ready to be advertised for bids. Nelson indicated that the project is located directly downstream of Pine Lake. The project will consist of replacing the existing concrete arch culvert through the roadway with a reinforced box culvert and changing the vertical curve of the gravel roadway at that location. Nelson stated that due to the timeline of receiving the concrete arch culvert, the completion date for the project is October 2024. A motion was made by Sorenson, seconded by Tiedemann, to set the bid opening for September 28, 2023 at 9:30 am. at the District office. Motion carried.

Administrator Audette and Engineer Tony Nordby, Houston Engineering, Inc., stated that three sites, one site on the Ryan and Charity Barth property, and two sites on the Connie Stock property, have been identified for bank stabilization projects through the Thief River 1W1P, RLWD Project No. 149A. The preliminary opinion of probable cost is estimated to be \$209,595.00. Nordby indicated that the Barth and Stock properties will be quoted as separate projects. A motion was made by Ose, and seconded by Dwight, to authorize District staff to receive quotes for two bank stabilization projects for the Thief River 1W1P, RLWD Project No. 149A, until 9:30 a.m. on August 24, 2023. Motino carried.

Staff member Corey Hanson and Engineer Tony Nordby, Houston Engineering, Inc., discussed a potential bank stabilization project along the Clearwater River for the Clearwater River 1W1P Project No. 149B. Hanson stated that due to the size of the project, it may need to be completed in phases. Additional surveying will need to be completed, with the MnDNR stating that they are willing to do some of the surveying on this project.

The International Water Institute (IWI) and Houston Engineering partnered to work with the RRWMB and the Flood Damage Reduction Work Group to look at methods for mapping 10-year

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floodplains in support of the goals of the 1998 Mediation Agreement. At this time, they are looking to identify potential pilot sites for the work. An ideal pilot would be either an area that has not been mapped or an area that has some existing hydraulic modeling in place that can be used to validate some of the methods we have been asked to consider. A couple locations will be selected throughout the Red River Basin. It was the consensus of the Board, to authorize staff to work with staff from Houston Engineering, Inc., and IWI to determine some sites within the District that may be used.

The Board reviewed Pay Estimate No. 2 to Quality Spray Foam LLC dba Anderson Excavating for construction of the Fladeland Ring Dike, RLWD Project No. 129AX in the amount of \$88,503.43. Motion by Ose, seconded by Tiedemann, to approve Pay Estimate No. 2 to Quality Spray Foam LLC dba Anderson Excavating in the amount of \$28,739.02 for work on the Fladeland Ring Dike, RLWD Project No. 129AX. Motion carried.

The Board reviewed the maintenance inspection report on Burnham Creek-BR6 Impoundment, RLWD Project No. 43A that was inspected on July 13, 2023.

Administrator Audette and Staff member Tony Olson discussed a meeting they participated in with staff from the Minnesota Department of Transportation (MnDOT). MnDOT reviewed their 10 Year Capital Highway Investment Plan located within the District. Discussion was also held on MnDOT maintenance permit requirements for District permit review and issuance. It was the consensus of the Board, that if MnDOT replaces a culvert at a different size or elevation, a District permit would be required. If the replacement of culverts is the same size and elevation, the District would request notification of the location and size of culverts that were replaced on a yearly basis.

The Board reviewed RLWD Permit No. 23049, Jim Hagge, Poplar River Township, Red Lake County. A motion was made by Page, and seconded by Tiedemann, to approve RLWD Permit No. 23049, Jim Hagge. Motion carried.

The Board reviewed permits for approval. Motion by Sorenson, seconded by Ose, to approve the following permits with conditions as stated on the permit: No. 23-119, Paul Engelstad, Russia Township, Polk County; No. 23-124, Michael Hanson, Fairfax Township, Polk; No. 23-130, Bill Moser, Wylie Township, Red Lake County; No. 23-131, David Dahlen, Star Township, Pennington County; No. 23-133, David & Kelly Dahlen, Star Township, Pennington County; No. 23-134, Charles Carlson, Wyandotte Township, Pennington County; No. 23-135, Randy Konickson, River Falls Township, Red Lake County; No. 23-136, Elizabeth Berge, Russia Township, Polk County; and No. 23-138, Ross Hegge, Garnes Township, Red Lake County. Motion carried.

Administrator Audette requested the purchase of six portable board room training tables. Two quotes for six portable board room training tables were reviewed. The first quote from Office Supplies Plus in Ada came back at \$1,781.76. The second quote from Webrestaurant Online Store was \$1,379.88. Manager Sorenson made a motion, seconded by Page, to approve the purchase of six training tables from Webrestaurant Online Store in the amount of \$1,379.88. Motion carried.

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The Board reviewed quotes from Thibert Chevrolet, Northern Motors and Thief River Ford for the purchase of a 2024 Ford or Chevrolet pickup to replace the 2015 Chevy Silverado. Motion by Sorenson, seconded by Tiedemann, to to purchase a 2023 Silverado from Northern Motors at a price of \$56,240, plus tax and fees, less trade-in of the 2015 Chevy Silverado in the amount of \$14,500. Motion carried.

President Nelson stated that retired staff member Myron Jesme is willing to assist the District office for approximately 24 hours per month, or as needed, at an hourly rate of \$75.00 per hour. Nelson indicated that the RRWMB and Minnesota Watersheds is interested in hiring Jesme through the District to continue his efforts with the Drainage Work Group. A motion was made by Ose, seconded by Dwight, to approve the hiring of Myron Jesme as a temporary part-time employee at a rate of \$75 per hour for approximately 24 hours per month. Motion carried.

## **Administrators Update**

- **Red River Watershed Management Board:** Audette plans to attend the RRWMB meeting held in Ada, MN, on August 15, 2023.
- Mud River Project: The Mud River Project Work Team is scheduled to meet on Monday, August 14 at 9:00 a.m. This meeting was originally scheduled to be held on July 27<sup>th</sup>, but due to harvest it was postponed to August 14<sup>th</sup>. With the small grain harvest, I am concerned about the lack of local landowners that participate on the project team being able to attend. In addition, Audette has heard from one project team member and an observer about downstream impacts and lack of additional downstream landowners being on the project team membership. The agenda for the meeting is included in the packet.
- **Upper Lower Red Lake 1W1P:** Staff member Corey Hanson will participate in the Public Kick Off meeting in Kelliher, MN, on August 15<sup>th</sup>.
- **Pine Lake:** The beaver dam on the Lost River, upstream of Pine Lake was removed by a local contractor. Three beavers were removed from that dam. With recent local rainfall events, the lake is currently at summer elevation.
- **Judicial Ditch 21** (**Moose River**): Staff members, Nate Koland and Erick Huseth, attended a JD 21 meeting on August 9<sup>th</sup>. Marshall County Commissioner Gary Kiesow requested a representative from the District to attend the meeting to give an update on the operation of the Moose River Impoundment. Timing was good, as both staff members were completing a field survey on JD 21 for the Thief River 1W1P project.
- Polk County Ditch 99 (Red Lake River 1W1P): Staff member Corey Hanson attended the Polk County Ditch 99 pre-construction meeting at the project site on August 3<sup>rd</sup>. Hanson followed up the meeting by meeting with landowners on the Crescent Avenue project.
- **Ditch 16, RLWD Project No. 177:** Paul Zavoral/Higher Ground will be wrapping up FEMA repairs on RLWD Ditch 16.
- **Thief River 1W1P:** Staff members Audette, Hanson and Joppru participated in the August 7<sup>th</sup> Thief River 1W1P Steering Committee meeting.

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August 10, 2023
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Legal CounselDelray Sparby shared an update on State of Minnesota in Supreme Court A22-1163. The Supreme Court granted review of the Court of Appeals decision.

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

LeRoy Ose, Secretary

# RED LAKE WATERSHED DISTRICT Financial Report for August 23, 2023

Ck#	Check Issued to:	Description		Amount
online	EFTPS	Withholding FICA, Fed & Medicare (8-16-23 payroll)	\$	4,370.80
online	MN Department of Revenue	Withholding taxes (8-16-23 payroll)	\$	751.04
online	Public Employers Reitrement Assn.	PERA (8-16-23 payroll)	\$	2,674.06
40857	Quality Spray Foam/Anderson	Pay Estimate #2 - Fladeland Ring Dike Proj. #129AX	\$	28,739.02
40858	Northern Motors Inc.	2023 Chevy Silverado 1500 less trade in	\$	37,800.88
40859	APG Media of MN	Ad for 2024 General Budget hearing	\$	188.60
40860	Aramark	Office rug rental	\$	94.28
40861	Clearwater Co. SWCD	Reimbursement expenses CWR1W1P Proj. #149B	\$	14,916.82
40862	Corporate Technologies	Managed IT Services & MS 365	\$	1,575.00
40863	Erskine Echo	Ad for 2024 General Budget hearing	\$	54.60
40864	Gary Anderson	Mileage Mud River meeting Proj. #180C	\$	52.40
40865	Gene Tiedemann	Mileage	\$	405.11
40866	HDR Inc.	Engineering Fees *see project details below	\$	14,252.50
40867	Higher Ground	Repair Ditch 16 - FEMA funds	\$	17,194.82
40868	In-situ Inc.	HydroVu Basic Cellular Prepaid Code. Proj. #21	\$	40.00
40869	James Sparby	Mileage Mud River meeting Proj. #180C	\$	52.40
40870	Olson Construction	Mowing proj. #175, 171A, 170A and 109	\$	5,312.50
40871	Joshua Sandness	Clean office	\$	140.00
40872	L & M Fleet	Engineering supplies Proj. #81	\$	31.95
40873	Loren Lusignan	Mileage Mud River meeting Proj. #180C	\$	55.02
40874	Marshall SWCD	Reimbursement expenses TR1W1P Proj. #149A	\$	475.79
40875	Matrix Trust Company	Deferred Comp	\$	861.09
40876	NCPERS Group Life Insurance	Staff life insurance	\$	128.00
40877	Peterson Lumber	Engineering supplies Proj. #21	\$	68.98
40878	Red Lake County SWCD	Expenses RL1W1P Proj. #149 & Grade Stab #164	\$	231,669.71
40879	RRWMB	Mud River Faciliation Cost Share Inv. 65229. Proj. #180C	\$	1,119.88
40880	Richards Publishing Co	Ad for 2024 General Budget hearing	\$	288.00
40881	RMB Environmental Labs	Lab analysis of water quality samples	\$	17,950.00
40882	The Exponent	Ad for 2024 General Budget hearing	\$	304.36
online	City of Thief River Falls	Utility expense	\$	462.92
online	Cardmember Services	Office supplies	\$	352.60
online	WEX	Medical FSA - Bushy		57.78
online	Sun Life Financial	Staff life insurance	\$ \$	147.84
online	Purewater Technology	Office H20		38.00
online	Quick Books	Monthly fee	\$ \$	416.00
online	WEX	Medica FSA - Bushy	\$	45.00
online	MN Energy	Heating expense	\$	25.91
direct	Terry Sorenson	Mileage	\$	127.74
direct	Erick Huseth	Expenses MADI Drainage Conf - St Cloud	\$	91.00
	Staff & Board Payroll	8/16/2023	\$	14,896.01
	Total Checks	0,10,2020	\$	398,228.41
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## \* HDR Engineering

Crescent Ave. Stabilization #149	\$ 455.00
Mud River Restoration #180C	\$ 5,844.90
Turtle/Cross/Connection #114	\$ 5,137.60
Pine Lake Lost Rvr Bridge #26B	\$ 2,815.00
	\$ 14,252.50

<b>Banking</b>	Northern	State Bank
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Receipt #25122 MPCA - State of MI	- June expenses Fladeland Ring Dike Proj. #129AX N - Invoice #5 Proj. #168A (TR SWAG) N - Invoice #7 Proj. #46R (319 Grant) to NSB Current interest rate is .20%	\$ 103,480.31 \$ (398,228.41) \$ 893.75 \$ 22,426.11 \$ 837.31 \$ 500,000.00 \$ 229,409.07
American Federal Bank-Fosston Balance as of August 9, 2023 Receipt #25121 Beltrami County - p Receipt #25125 Reimbursement RF Receipt #25126 Transfer from AFB Balance as of August 23, 2023	RWMB for Fladeland and Beich Ring Dikes	\$ 5,926,370.44 \$ 557.78 \$ 22,979.06 \$ (500,000.00) \$ 5,449,907.28
Edward laws	Investments	Ф 044 000 00
Edward Jones Balance	12 month CD 3.45% Expiry 9-15-23	\$ 241,000.00
Edward Jones Balance	12 month CD 3.7% Expiry 9-22-23	\$ 240,000.00
Edward Jones Balance	12 month CD 3.7% Expiry 9-22-23	\$ 17,000.00
Edward Jones Balance	12 month CD 4.8% Expiry 12-15-23	\$ 238,000.00
Edward Jones Balance	12 month CD 4.8% Expiry 12-15-23	\$ 238,000.00
Edward Jones Balance	12 month CD 4.8% Expiry 12-15-23	\$ 24,000.00
Edward Jones Balance	12 month CD 5.02% Expiry 5-07-24	\$ 237,000.00
Edward Jones Balance	12 month CD 5.02% Expiry 5-07-24	\$ 237,000.00
Edward Jones Balance	12 month CD 5.02% Expiry 5-07-24	\$ 26,000.00
Edward Jones Balance	6 month CD 5.25% Expiry 2-5-23	\$ 243,000.00
Edward Jones Balance	6 month CD 5.25% Expiry 2-5-23	\$ 243,000.00
Edward Jones Balance	6 month CD 5.15% Expiry 2-9-23	\$ 14,000.00

**Total Cash** 

\$ 7,177,316.35

# Cash that has been received and earmarked for projects:

2022 Grant Red Lake 1W1P Proj. #149 2022 Grant Thief River 1W1P Proj. #149A 2023 Grant Clearwater 1W1P Proj. #149B Mid Point Grant Proj. #149 Chief Coulee Proj. #46S	\$ \$ \$ \$ \$ \$ \$	535,575.00 264,946.00 487,363.00 25,000.00 214,375.00 1,527,259.00
Payables committed to by board action:		
TRF Reservoir Water Intake Proj. #63 Chief Coulee Proj. #46S County Ditch 99 - Proj. #149	\$ \$ \$	38,400.00 108,935.00 280,000.00 427,335.00
Total accessable cash (Est)	\$	5,222,722.35

## **Melissa Bushy**

**From:** Corey Hanson

Sent: Thursday, August 17, 2023 8:57 AM

To: Nicole Bernd (nicole.bernd@wpolk.mnswcd.org); Tammy Audette; Peter Nelson - Pennington SWCD

(peter.nelson@pennington.mnswcd.org); Tanya Hanson - Red Lake SWCD

(Tanya.Hanson@RedLake.mnswcd.org); Berg, Kerrie; Knott, Randy; Nate Dalager - HDR

(Nate.Dalager@hdrinc.com)

**Subject:** FW: Crescent Ave project

From: Jacob Snyder <jacob.snyder@co.polk.mn.us>

**Sent:** Tuesday, August 15, 2023 9:19 AM

To: Corey Hanson < Corey. Hanson@redlakewatershed.org >

Subject: Crescent Ave project

Corey,

My neighbors and I met last week Thursday about the potential streambank project along crescent ave in Crookston. Due to the amount of yard that Dustin and Kendra are projected to loose as well as concerns about the mature trees dying during construction of the rock riprap they are not on board with the project. I have concerns of my own as discussed on our most recent site assessment most of mine are due to heavy machinery going up and down the slope in front of my house and stability of the slope directly adjacent to my house. I thank you for all the work you have done to help us try to find a solution to this problem but at this time I feel that the neighbors are not thinking they will be owning the homes as long as I am hoping to hold mine, 5 years vs 30 plus years. Like I said at our onsight meeting I don't feel my bank is in jeopardy of losing 40-50 more feet but looking downstream I fear that the homes banks are in danger of doing the same thing as mine has the last 5-10 years. That is ultimately why I reached out to the watershed in the first place. Sorry to have wasted your time and resources on this but without all of us agreeing to hit go on the project we simply have to allow nature to do what its always done.

Sincerely,

Jacob Snyder 218-521-0280

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#### **NOTICE OF HEARING**

Pursuant to Minnesota Statutes, Chapter 103D.911, notice is hereby given that the Board of Managers of the Red Lake Watershed District will hold a public hearing on the proposed 2024 General Fund Budget at 9:15 a.m., August 24, 2023, at the Red Lake Watershed District Office, 1000 Pennington Avenue South, Thief River Falls, MN 56701. The following is the 2024 proposed budget:

	PROP	OSED 2024
		<b>BUDGET</b>
Manager's fees and salaries	\$	40,000.00
Board of Managers' expense		24,200.00
Staff salaries		551,515.00
Payroll taxes		42,191.00
Employee benefits		178,097.00
Travel and meetings		7,500.00
Audit		10,400.00
Legal		16,000.00
Office supplies		20,000.00
Office equipment		30,000.00
Appraisers and Viewers		2,000.00
Professional services		25,000.00
Dues and subscriptions		10,000.00
Insurance and bonds		40,000.00
Repairs and maintenance-building		15,000.00
Utilities		12,000.00
Advertising and publications		4,000.00
Telephone		11,000.00
Vehicle expense & maintenance		15,000.00
Engineering supplies		3,000.00
Engineering equipment		40,000.00
TOTAL	\$ 1	,096,903.00
LESS: ESTIMATED OVERHEAD	(	827,272.50)
LESS: MISCELLANEOUS REVENUE	<u>(</u>	3,000.00)
PROPOSED 2024 GENERAL FUND BUDGET	Ç	\$266,630.50

#### **CAPITAL PROJECTS FUND**

An ad valorem tax of .0003627 times the taxable market value for 2023, collectible for 2024, will be levied on all taxable property within the Red Lake Watershed District. One-half of the levy will remain in the District for projects listed below; the other one-half of the levy will be sent to the Red River Watershed Management Board for projects within the Red River Basin.

Permitting system Benchmarks
Flood Control studies/projects Stream gauging
Water quality studies/projects Rivers

Water quality studies/projects Rivers
Watershed hydrologic analysis Lakes

Bank stabilization

# 2023, PAYABLE 2024, PROPOSED RLWD SPECIAL REVENUE PROJECTS

Pjt.#         Project Name         As of 01-01-23         As of 8-21-23         Levy         to 8-21-23         levy to collect         Expenses         Balance           2         Red Lake River         83,118.22         0.00         0.00         1,949.50         0.00         0.00         85           3         Clearwater River         51,760.73         0.00         0.00         8,313.50         0.00         0.00         60           4         Lost River         16,402.01         0.00         0.00         4,361.00         0.00         0.00         20           5         RLWD Ditch No. 1         8,800.51         (1,891.28)         2,000.00         1,333.38         666.62         1,500.00         7           7         RLWD Ditch No. 3         4,518.47         (1,851.09)         0.00         1,985.00         (1,985.00)         5,000.00         20           14         State Ditch 83         101,622.00         (19,390.21)         50,000.00         36,277.45         13,722.55         54,000.00         78           20         RLWD Ditch No. 7         10,230.37         (4,497.89)         7,000.00         4,911.06         2,088.94         13,500.00           35         Pine Lake Maintenance         (11,478.26)	85,067.72 60,074.23 20,763.01 7,409.23 (2,332.62) 78,231.79 (767.52) 23,796.06) (7,422.45) 1,011.20 (7,855.70)	2024 LEV 0.0 0.0 2,000.0
2         Red Lake River         83,118.22         0.00         0.00         1,949.50         0.00         0.00         85           3         Clearwater River         51,760.73         0.00         0.00         8,313.50         0.00         0.00         60           4         Lost River         16,402.01         0.00         0.00         4,361.00         0.00         0.00         20           5         RLWD Ditch No. 1         8,800.51         (1,891.28)         2,000.00         1,333.38         666.62         1,500.00         7           7         RLWD Ditch No. 3         4,518.47         (1,851.09)         0.00         1,985.00         (1,985.00)         5,000.00         22           14         State Ditch 83         101,622.00         (19,390.21)         50,000.00         36,277.45         13,722.55         54,000.00         78           20         RLWD Ditch No. 7         10,230.37         (4,497.89)         7,000.00         4,911.06         2,088.94         13,500.00           35         Pine Lake Maintenance         (11,478.26)         (17,317.80)         10,000.00         6,903.61         3,096.39         5,000.00         (23           36         RLWD Ditch No. 8         3,724.56         (9,147	85,067.72 60,074.23 20,763.01 7,409.23 (2,332.62) 78,231.79 (767.52) 23,796.06) (7,422.45) 1,011.20 1,000 (7,855.70)	0.0 0.0
3         Clearwater River         51,760.73         0.00         0.00         8,313.50         0.00         0.00         60           4         Lost River         16,402.01         0.00         0.00         4,361.00         0.00         0.00         20           5         RLWD Ditch No. 1         8,800.51         (1,891.28)         2,000.00         1,333.38         666.62         1,500.00         7           7         RLWD Ditch No. 3         4,518.47         (1,851.09)         0.00         1,985.00         (1,985.00)         5,000.00         (2           14         State Ditch 83         101,622.00         (19,390.21)         50,000.00         36,277.45         13,722.55         54,000.00         78           20         RLWD Ditch No. 7         10,230.37         (4,497.89)         7,000.00         4,911.06         2,088.94         13,500.00           35         Pine Lake Maintenance         (11,478.26)         (17,317.80)         10,000.00         6,903.61         3,096.39         5,000.00         (23           36         RLWD Ditch No. 8         3,724.56         (9,147.01)         2,000.00         1,433.63         566.37         4,000.00         (7           39         RLWD Ditch No. 9         611.20	60,074.23 20,763.01 7,409.23 (2,332.62) 3,000 (78,231.79 (767.52) 7,000 (23,796.06) (7,422.45) 1,011.20 (7,855.70)	0.0 0.0
4         Lost River         16,402.01         0.00         0.00         4,361.00         0.00         0.00         20           5         RLWD Ditch No. 1         8,800.51         (1,891.28)         2,000.00         1,333.38         666.62         1,500.00         7           7         RLWD Ditch No. 3         4,518.47         (1,851.09)         0.00         1,985.00         (1,985.00)         5,000.00         (2           14         State Ditch 83         101,622.00         (19,390.21)         50,000.00         36,277.45         13,722.55         54,000.00         78           20         RLWD Ditch No. 7         10,230.37         (4,497.89)         7,000.00         4,911.06         2,088.94         13,500.00           35         Pine Lake Maintenance         (11,478.26)         (17,317.80)         10,000.00         6,903.61         3,096.39         5,000.00         (23           36         RLWD Ditch No. 8         3,724.56         (9,147.01)         2,000.00         1,433.63         566.37         4,000.00         (7           39         RLWD Ditch No. 9         611.20         0.00         1,000.00         168.77         831.23         600.00         1	20,763.01       7,409.23       2,000       (2,332.62)       3,000       (767.52)     7,000       23,796.06)     10,000       (7,422.45)     2,000       1,011.20     1,000       (7,855.70)     10	0.0
5         RLWD Ditch No. 1         8,800.51         (1,891.28)         2,000.00         1,333.38         666.62         1,500.00         7           7         RLWD Ditch No. 3         4,518.47         (1,851.09)         0.00         1,985.00         (1,985.00)         5,000.00         (2           14         State Ditch 83         101,622.00         (19,390.21)         50,000.00         36,277.45         13,722.55         54,000.00         78           20         RLWD Ditch No. 7         10,230.37         (4,497.89)         7,000.00         4,911.06         2,088.94         13,500.00           35         Pine Lake Maintenance         (11,478.26)         (17,317.80)         10,000.00         6,903.61         3,096.39         5,000.00         (23           36         RLWD Ditch No. 8         3,724.56         (9,147.01)         2,000.00         1,433.63         566.37         4,000.00         (7           39         RLWD Ditch No. 9         611.20         0.00         1,000.00         168.77         831.23         600.00         1	7,409.23     2,000       (2,332.62)     3,000       78,231.79     50,000       (767.52)     7,000       23,796.06)     10,000       (7,422.45)     2,000       1,011.20     1,000       (7,855.70)     (6	
7         RLWD Ditch No. 3         4,518.47         (1,851.09)         0.00         1,985.00         (1,985.00)         5,000.00         (2           14         State Ditch 83         101,622.00         (19,390.21)         50,000.00         36,277.45         13,722.55         54,000.00         78           20         RLWD Ditch No. 7         10,230.37         (4,497.89)         7,000.00         4,911.06         2,088.94         13,500.00           35         Pine Lake Maintenance         (11,478.26)         (17,317.80)         10,000.00         6,903.61         3,096.39         5,000.00         (23           36         RLWD Ditch No. 8         3,724.56         (9,147.01)         2,000.00         1,433.63         566.37         4,000.00         (7           39         RLWD Ditch No. 9         611.20         0.00         1,000.00         168.77         831.23         600.00         1	(2,332.62)     3,000       78,231.79     50,000       (767.52)     7,000       23,796.06)     10,000       (7,422.45)     2,000       1,011.20     1,000       (7,855.70)     (6	2.000.0
14         State Ditch 83         101,622.00         (19,390.21)         50,000.00         36,277.45         13,722.55         54,000.00         78           20         RLWD Ditch No. 7         10,230.37         (4,497.89)         7,000.00         4,911.06         2,088.94         13,500.00           35         Pine Lake Maintenance         (11,478.26)         (17,317.80)         10,000.00         6,903.61         3,096.39         5,000.00         (23           36         RLWD Ditch No. 8         3,724.56         (9,147.01)         2,000.00         1,433.63         566.37         4,000.00         (7           39         RLWD Ditch No. 9         611.20         0.00         1,000.00         168.77         831.23         600.00         1	78,231.79 50,000 (767.52) 7,000 23,796.06) 10,000 (7,422.45) 2,000 1,011.20 1,000 (7,855.70)	
20       RLWD Ditch No. 7       10,230.37       (4,497.89)       7,000.00       4,911.06       2,088.94       13,500.00         35       Pine Lake Maintenance       (11,478.26)       (17,317.80)       10,000.00       6,903.61       3,096.39       5,000.00       (23         36       RLWD Ditch No. 8       3,724.56       (9,147.01)       2,000.00       1,433.63       566.37       4,000.00       (7         39       RLWD Ditch No. 9       611.20       0.00       1,000.00       168.77       831.23       600.00       1	(767.52)     7,000       23,796.06)     10,000       (7,422.45)     2,000       1,011.20     1,000       (7,855.70)     (6	
35         Pine Lake Maintenance         (11,478.26)         (17,317.80)         10,000.00         6,903.61         3,096.39         5,000.00         (23           36         RLWD Ditch No. 8         3,724.56         (9,147.01)         2,000.00         1,433.63         566.37         4,000.00         (7           39         RLWD Ditch No. 9         611.20         0.00         1,000.00         168.77         831.23         600.00         1	23,796.06) 10,000 (7,422.45) 2,000 1,011.20 1,000 (7,855.70)	
36         RLWD Ditch No. 8         3,724.56         (9,147.01)         2,000.00         1,433.63         566.37         4,000.00         (7           39         RLWD Ditch No. 9         611.20         0.00         1,000.00         168.77         831.23         600.00         1	(7,422.45)     2,000       1,011.20     1,000       (7,855.70)     (1,000)	
39 RLWD Ditch No. 9 611.20 0.00 1,000.00 168.77 831.23 600.00 1	1,011.20 <b>1,00</b> 0 (7,855.70)	
	(7,855.70)	
41A J.D. No. 100 redetermin (8,549.74) 0.00 0.00 694.04 0.00 0.00 7		0.0
		0.0
41AA J.D. No. 100 maintenand 652.12 (2,330.04) 5,000.00 3,108.37 1,891.63 2,500.00		5,000.0
		5,000.0
		20,000.0
		2,000.0
		5,000.0
JD 2 Main Upstream (1,025.60) 6,000.60 7,000.60 9,000.60 9	0,002.00	0,000.
49 Anderson Lake		
	(1,090.93) 1,000	1,000.0
JD 2 Main (Eck Pet) Downstream		
	1,736.24	0.0
		5,000.0
		0.0
		2,200.0
400 Courty Pitch 4 400 CO 400 CO 000 000 000 000	(000 50)	0.4
		0.0
		2,500.0
		0.0
115 RLWD Ditch 1 Lat. C 1,544.23 (662.55) 4,000.00 1,406.08 2,593.92 2,500.00 2	2,381.68 <b>4,00</b>	4,000.0
117 Kenneth Johnson Pet. 2,113.83 (864.20) 2,000.00 1,066.44 933.56 2,400.00	849.63 <b>2,00</b>	2,000.0
		15,000.0
		0.0
123 Scott Baatz Petition 1,030.16 (60.85) 1,000.00 862.79 137.21 2,000.00		1,400.0
		0.0
		0.0
		0.0
		4,000.0
		10,000.0
		2,000.0
		10,000.0
		3,000.0
		0.0
		10,000.0
		0.0
		20,000.0
179 Improv. To Po.Co. #39 (187,660.19) (8,263.31) 0.00 0.00 0.00 (195	95,923.50)	0.0
TOTALS 583,469.47 (131,787.68) 192,700.00 148,732.34 67,475.00 199,100.00 468	68,789.13 <b>204,10</b> 0	204,100.0

# DITCH SYSTEMS WITH MILES AND BENEFITTED AMOUNT

Red Lake River   18.88	Pit.#	Project Name	Miles	Benefitted Amt.	2023 Levy	2022 Levy	2021 Levy	2020 Levy	
Clearwater River									1
Lost River									-
5         R LWD Ditch No. 1         4.00         160,795.00         2,000.00         2,000.00         8,000.00         3,000.00           14         State Ditch No. 3         4.98         136,168.80         0.00         0.00         3,000.00         5,000.00           20         R LWD Ditch No. 7         12.27         678,637.31         7,000.00         1,000.00									1
RLWD Ditch No. 3		RLWD Ditch No. 1							1
14									1
RLWD Ditch No. 7	14								1
Second Prince   Pri									1
36   RLWD Ditch No. 8									1
RLWD Ditch No. 9			2.01						1
1									1
A1AA   RLWD Ditch No. 100									1
A1BB   RLWD Ditch No. 101			11.07			0.00	5,000.00	9,000.00	1
43B   Burnham Creek   14.43   3,130,346.00   20,000.00   20,000.00   15,000.00   15,000.00   45   Wild Rice Allocation   28,111.60   1,000.00   1,000.00   1,000.00   1,000.00   1,000.00   1,000.00   48   JD 2 Br. A & Br. 1 of A   5.44   180,207.00   5,000.00   5,000.00   1,000.00   1,000.00   1,000.00   2,000.00   49   JD 2 B & C   5.52   122,259.00   0.00   0.00   0.00   2,000.00   2,000.00   51   Main JD2-Eck Petition   1.60   463,785.00   0.									1
Wild Rice Allocation   28,111.60   1,000.00   1,000.00   0.00   2,000.00			14 43			20,000,00	20 000 00	15 000 00	1
48         JD 2 Br. A & Br. 1 of A         5.44         180,207.00         5,000.00         5,000.00         1,000.00         1,000.00           49         JD 2 B & C         5.52         122,259.00         0.00         0.00         2,000.00         2,000.00           51         Main JD2-Eck Petition         1.60         463,785.00         0.00         0.00         0.00         0.00           53         Krostue Petition         1.70         126,166.00         5,000.00         15,000.00         3,500.00         0.00           101         JD 4         5.39         14,244.50         0.00         0.00         0.00         0.00         0.00           103         County Ditch 1         5.50         80,070.00         0.00         0.00         0.00         0.00         2,200.00         2,200.00         2,200.00         2,200.00         2,200.00         2,200.00         2,500.00         <			11.10						1
Age			5 44						1
Main JD2-Eck Petition									1
S3   Krostue Petition   1.70   126,166.00   5,000.00   15,000.00   3,500.00   3,500.00   101   JD 4   5.39   14,244.50   0.00   0.00   0.00   0.00   0.00   102   JD 5 (4 Legged Lake)   2.72   11,947.60   2,200.00   2,200.00   2,200.00   2,200.00   2,200.00   103   County Ditch 1   5.50   80,070.00   0.00   0.00   0.00   0.00   0.00   0.00   103   County Ditch 1   5.50   80,070.00   2,500.00   2,500.00   2,500.00   2,500.00   2,500.00   103   County Ditch 1   2.20   98,450.00   2,500.00   2,500.00   2,500.00   2,500.00   2,500.00   113   Winsor-Hangaard   13.90   482,998.00   0.00   0.00   0.00   0.00   5,000.00   115   Equality/RLWD Dt. 1   2.95   83,610.00   4,000.00   4,000.00   4,000.00   4,000.00   4,000.00   117   Kenneth Johnson Pet.   2.58   213,095.00   2,000.00   2,000.00   2,000.00   2,000.00   119   Polk Co. Dts Improv.   13.42   973,484.00   15,000.00   15,000.00   10,000.00   8,000.00   122   Challenger Ditch   0.44   335,616.95   0.00   1,000.00   1,000.00   1,000.00   1,000.00   1,000.00   1,000.00   134   Polk Co. Dt. 63   2.91   189,773.15   0.00   0.00   0.00   0.00   3,000.00   1,000.00   135   Polk Co. Dt. 63   2.91   189,773.15   0.00   0.00   0.00   0.00   0.00   0.00   1,000.00									1
101   JD 4   5.39   14,244.50   0.00   0.00   0.00   0.00   0.00   1.0									-
102   JD 5 (4 Legged Lake)   2.72   11,947.60   2,200.00   2,200	-								1
103   County Ditch 1   5.50   80,070.00   0.00									-
103   County Ditch 1   5.50   80,070.00   0.00		ob o ( : Logged Laite)	2.72	11,047.00	2,200.00	2,200.00	2,200.00	2,200.00	Subject to
109         Arveson Petition         2.20         98,450.00         2,500.00         4,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00	103	County Ditch 1	5.50	80,070.00	0.00	0.00	0.00	0.00	abandonment
113         Winsor-Hangaard         13.90         482,998.00         0.00         0.00         5,000.00           115         Equality/RLWD Dt. 1         2.95         83,610.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         2,000.00         3,000.00         3,000.00         3,000.00         1,000.			2.20						G.S.G.F.G.F.
115         Equality/RLWD Dt. 1         2.95         83,610.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         4,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         1,000.00	113	Winsor-Hangaard	13.90						1
117         Kenneth Johnson Pet.         2.58         213,095.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         2,000.00         3,000.00         1,000.00									1
119         Polk Co. Dts Improv.         13.42         973,484.00         15,000.00         15,000.00         10,000.00         8,000.00           122         Challenger Ditch         0.44         335,616.95         0.00         1,000.00         2,000.00         1,000.00           123         Scott Baatz Petition         1.47         86,875.00         1,000.00         1,000.00         1,000.00         1,000.00           134         Polk Co. Dt. 63         2.91         189,773.15         0.00         0.00         0.00         3,000.00         5,000.00           135         Polk Co. Dt. 33         4.42         390,220.60         0.00         1,000.00         3,000.00         5,000.00           161         RLWD Ditch No. 10         4.59         217,391.36         0.00         2,500.00         2,500.00         2,500.00           166         RLWD Ditch No. 11         6.36         1,349,648.70         0.00         0.00         0.00         0.00           170A         RLWD Ditch No. 12         17.34         1,935,546.48         10,000.00         10,000.00         2,000.00         1,000.00           170A         RLWD Ditch No. 13         2.04         186,677.00         2,000.00         2,000.00         7,000.00         5,000.00									1
122         Challenger Ditch         0.44         335,616.95         0.00         1,000.00         2,000.00         1,000.00           123         Scott Baatz Petition         1.47         86,875.00         1,000.00         1,000.00         1,000.00         1,000.00           134         Polk Co. Dt. 63         2.91         189,773.15         0.00         0.00         0.00         3,000.00           135         Polk Co. Dt. 33         4.42         390,220.60         0.00         1,000.00         3,000.00         5,000.00           161         RLWD Ditch No. 10         4.59         217,391.36         0.00         2,500.00         2,500.00         2,500.00           166         RLWD Ditch No. 11         6.36         1,349,648.70         0.00         0.00         0.00         0.00         0.00           169         RLWD Ditch No. 12         17.34         1,935,546.48         10,000.00         10,000.00         20,000.00         15,000.00           170A         RLWD Ditch No. 13         2.04         186,677.00         2,000.00         2,000.00         7,000.00         5,000.00           171         RLWD Ditch No. 14         4.42         1,014,311.08         10,000.00         5,000.00         7,000.00         5,000.00	119	Polk Co. Dts Improv.							İ
123         Scott Baatz Petition         1.47         86,875.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         3,000.00         3,000.00         1,000.00         3,000.00         1,000.00         3,000.00         5,000.00         1,000.00         3,000.00         5,000.00         1,000.00         2,500.00         2,500.00         2,500.00         2,500.00         2,500.00         2,500.00         2,500.00         2,500.00         2,500.00         2,500.00         2,500.00         1,000.00	$\overline{}$								1
134         Polk Co. Dt. 63         2.91         189,773.15         0.00         0.00         0.00         3,000.00           135         Polk Co. Dt. 33         4.42         390,220.60         0.00         1,000.00         3,000.00         5,000.00           161         RLWD Ditch No. 10         4.59         217,391.36         0.00         2,500.00         2,500.00         2,500.00           166         RLWD Ditch No. 11         6.36         1,349,648.70         0.00         0.00         0.00         0.00           169         RLWD Ditch No. 12         17.34         1,935,546.48         10,000.00         10,000.00         20,000.00         15,000.00           170A         RLWD Ditch No. 13         2.04         186,677.00         2,000.00         2,000.00         7,000.00         5,000.00           171         RLWD Ditch No. 14         4.42         1,014,311.08         10,000.00         5,000.00         7,000.00         5,000.00           175         RLWD Ditch No. 15         13.26         5,488,251.49         0.00         0.00         0.00         WMD           176A         Black Rvr Diversion Ditch         13.00         75,000.00         10,000.00         0.00         0.00         WMD									1
135         Polk Co. Dt. 33         4.42         390,220.60         0.00         1,000.00         3,000.00         5,000.00           161         RLWD Ditch No. 10         4.59         217,391.36         0.00         2,500.00         2,500.00         2,500.00           166         RLWD Ditch No. 11         6.36         1,349,648.70         0.00         0.00         0.00         0.00         0.00           169         RLWD Ditch No. 12         17.34         1,935,546.48         10,000.00         10,000.00         20,000.00         15,000.00           170A         RLWD Ditch No. 13         2.04         186,677.00         2,000.00         2,000.00         2,000.00         1,000.00           171         RLWD Ditch No. 14         4.42         1,014,311.08         10,000.00         5,000.00         7,000.00         5,000.00           175         RLWD Ditch No. 15         13.26         5,488,251.49         0.00         0.00         0.00         0.00         0.00           176A         Black Rvr Diversion Ditch         13.00         75,000.00         10,000.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00									1
161         RLWD Ditch No. 10         4.59         217,391.36         0.00         2,500.00         2,500.00         2,500.00           166         RLWD Ditch No. 11         6.36         1,349,648.70         0.00         0.00         0.00         0.00         0.00           169         RLWD Ditch No. 12         17.34         1,935,546.48         10,000.00         10,000.00         20,000.00         15,000.00           170A         RLWD Ditch No. 13         2.04         186,677.00         2,000.00         2,000.00         2,000.00         1,000.00           171         RLWD Ditch No. 14         4.42         1,014,311.08         10,000.00         5,000.00         7,000.00         5,000.00           171A         TRF FDR Proj.         1.84         700,000.00         3,000.00         1,000.00         1,000.00         1,000.00           175         RLWD Ditch No. 15         13.26         5,488,251.49         0.00         0.00         0.00         WMD           176A         Black Rvr Diversion Ditch         13.00         75,000.00         10,000.00         WMD           177         RLWD Ditch No. 16         9.20         3,541,780.35         0.00         0.00         WMD									
166         RLWD Ditch No. 11         6.36         1,349,648.70         0.00         0.00         0.00         0.00         0.00         0.00         10,000.00         10,000.00         15,000.00         1	$\overline{}$								
169         RLWD Ditch No. 12         17.34         1,935,546.48         10,000.00         10,000.00         20,000.00         15,000.00           170A         RLWD Ditch No. 13         2.04         186,677.00         2,000.00         2,000.00         2,000.00         1,000.00           171         RLWD Ditch No. 14         4.42         1,014,311.08         10,000.00         5,000.00         7,000.00         5,000.00           171A         TRF FDR Proj.         1.84         700,000.00         3,000.00         1,000.00         1,000.00         WMD           175         RLWD Ditch No. 15         13.26         5,488,251.49         0.00         0.00         0.00         WMD           176A         Black Rvr Diversion Ditch         13.00         75,000.00         10,000.00         WMD           177         RLWD Ditch No. 16         9.20         3,541,780.35         0.00         0.00         WMD									1
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171         RLWD Ditch No. 14         4.42         1,014,311.08         10,000.00         5,000.00         7,000.00         5,000.00           171A         TRF FDR Proj.         1.84         700,000.00         3,000.00         1,000.00         1,000.00         1,000.00         1,000.00         WMD           175         RLWD Ditch No. 15         13.26         5,488,251.49         0.00         0.00         0.00         WMD           176A         Black Rvr Diversion Ditch         13.00         75,000.00         10,000.00         WMD         WMD           177         RLWD Ditch No. 16         9.20         3,541,780.35         0.00         0.00         0.00         WMD									ĺ
171A         TRF FDR Proj.         1.84         700,000.00         3,000.00         1,000.00         1,000.00         1,000.00         1,000.00         1,000.00         WMD           175         RLWD Ditch No. 15         13.26         5,488,251.49         0.00									
175         RLWD Ditch No. 15         13.26         5,488,251.49         0.00									W/MD
176A         Black Rvr Diversion Ditch         13.00         75,000.00         10,000.00         WMD           177         RLWD Ditch No. 16         9.20         3,541,780.35         0.00         0.00         0.00							1,000.00	1,000.00	VVIVID
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TOTALS 279.01 29,149,635.45 194,700.00 159,200.00 118,700.00 162,700.00			279.01	29 149 635 45		150 200 00	119 700 00	160 700 00	Litigation

#### HEI Proiect No. Client Project No. PARTIAL PAYMENT ESTIMATE 3655-0106 **PAYMENT NUMBER:** 1 Project: Terry & Sandra Beich Ring Dike PERIOD OF ESTIMATE: Location: Sec. 8, Agder Twp., Marshall County, Minnesota FROM 6/20/2023 TO 8/21/2023 **CONTRACT CHANGE ORDER SUMMARY ESTIMATE** Change Order **AMOUNT** 1. Original Contract 115,423.00 NO. DATE **ADDITIONS DEDUCTIONS** 2. Change Orders \$ 3. Revised Contract (1+2) 115,423.00 4. Work Completed\* 71,651.50 5. Stored Materials\* 6. Adjustments\* 7. Subtotal (4+5+6) 71.651.50 8. Retainage 5.00% 3.582.58 9. Previous Payments \$ **TOTALS** \$ \$ 10. Amount Due (7-8-9) 68,068.93 **NET CHANGE** \*Detailed Breakdown Attached if Non-Zero Value **CONTRACT TIME Completion Date Contract** Original (days) N/A On Schedule? Yes Starting Date: 6/20/2023 N/A Revised N/A Remaining Final Completion: 9/1/2023 CONTRACTOR'S CERTIFICATION: **ENGINEER'S RECOMMENDATION:** The undersigned Contractor certifies, to the best of his/her knowledge, the following: I have reviewed the progress of the work, and to the best (1) All previous progress payments received from Owner on account of Work done under of my knowledge, information and belief, in accordance the Contract have been applied on account to discharge Contractor's legitimate obligations with the terms of the Contract, the Contractor is entitled to incurred in connection with the Work covered by prior Applications for Payment; a partial payment in the amount requested. (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. Contractor: Lunke's Inc. Engineer; Ву: By: Date: Date: 8/21/2023 OWNER'S APPROVAL: **REMIT PAYMENT TO:** Owner: **Red Lake Watershed District** Lunke's Inc. By: 17241 260th St. Thief River Falls, MN 56701 Date:



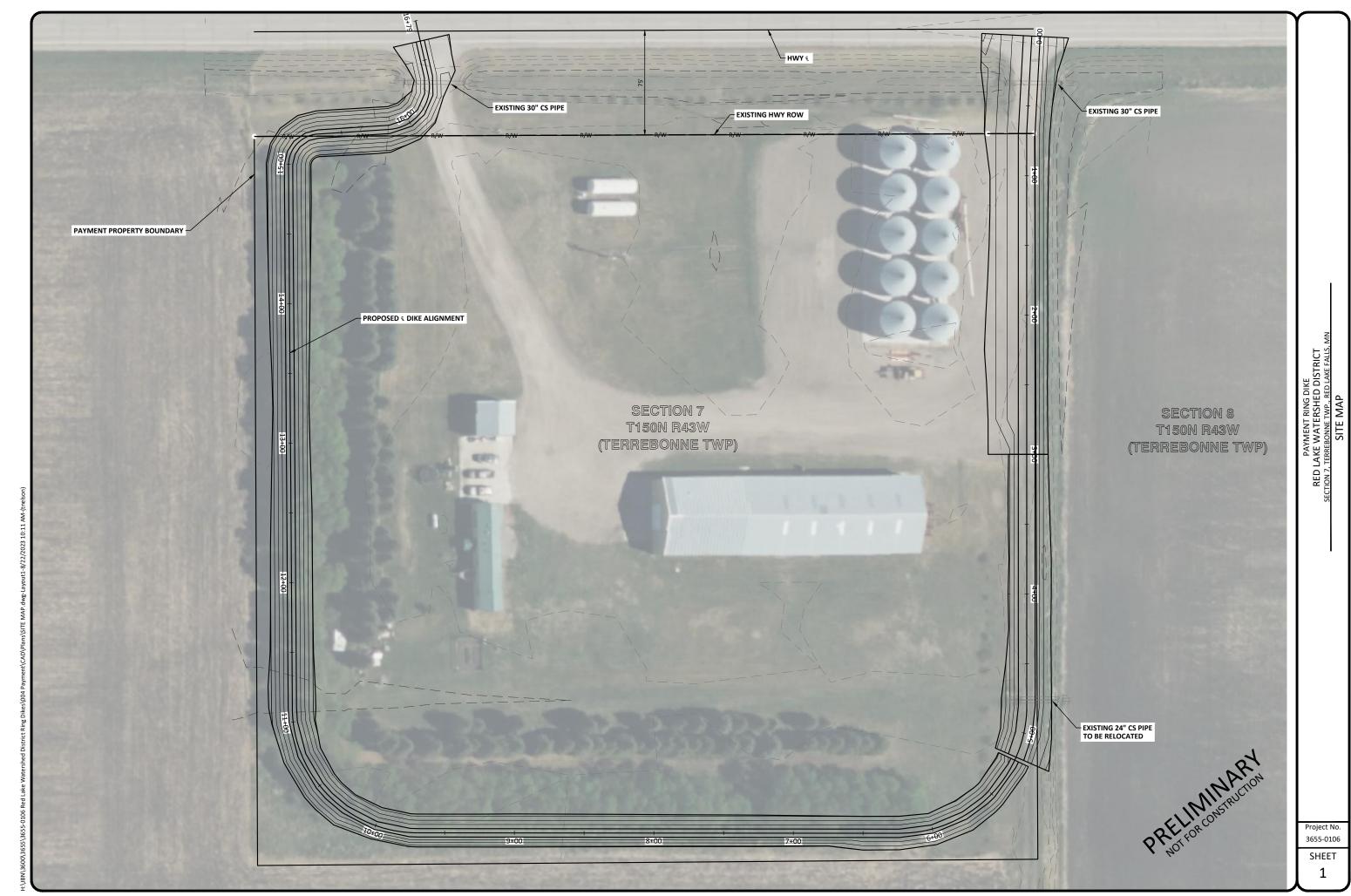
Client Project No.
HEI Project No. 3655-0106
Project: Terry & Sandra Beich Ring Dike
Location: Sec. 8, Agder Twp., Marshall County, Minnesota
Contractor: Lunke's Inc.

## **PAY ESTIMATE**

Page 1 of 1

PAY ESTIMATE #:	1
SUBMITTED:	8/24/2023
BEGIN DATE:	6/20/2023
END DATE:	8/21/2023

ITEM CONTRACT						CURRENT PAY ESTIMATE			PREVIOUS PAY ESTIMATES		PAY ESTIMATES T		TO DATE	
NO.	DESCRIPTION	UNIT	QUANTITY		PRICE	AMOUNT	QUANTITY		AMOUNT	QUANTITY	AMOUNT	QUANTITY		AMOUNT
Original Contr	ract Items													
2021.501	MOBILIZATION	LUMP SUM	1.	\$	2,500.00	\$ 2,500.00	1.	\$	2,500.00		\$ -	1.	\$	2,500.00
2101.501	CLEARING AND GRUBBING	LUMP SUM	1.	\$	1,800.00	\$ 1,800.00	0.5	\$	900.00		\$ -	0.5	\$	900.00
2104.503	REMOVE PIPE CULVERT	LIN. FT.	52.	\$	15.00	\$ 780.00	52.	\$	780.00		\$ -	52.	\$	780.00
2106.507	EXCAVATION - COMMON (P)	CU. YD.	2,560.	\$	5.25	\$ 13,440.00	1,280.	\$	6,720.00		\$ -	1,280.	\$	6,720.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU. YD.	7,928.	\$	8.25	\$ 65,406.00	5,946.	\$	49,054.50		\$ -	5,946.	\$	49,054.50
2118.507	AGGREGATE SURFACING CLASS 5	CU. YD.	80.	\$	30.00	\$ 2,400.00		\$	-		\$ -		\$	-
2501.503	18" CS PIPE CULVERT	LIN. FT.	120.	\$	50.00	\$ 6,000.00	120.	\$	6,000.00		\$ -	120.	\$	6,000.00
2501.503	18" CS PIPE APRON	EACH	4.	\$	368.00	\$ 1,472.00	4.	\$	1,472.00		\$ -	4.	\$	1,472.00
2501.601	CANAL GATE FOR 18" CS PIPE	EACH	2.	\$	1,800.00	\$ 3,600.00	2.	\$	3,600.00		\$ -	2.	\$	3,600.00
2511.507	RANDOM RIPRAP CLASS II	CU. YD.	5.	\$	125.00	\$ 625.00	5.	\$	625.00		\$ -	5.	\$	625.00
2573.502	CULVERT END CONTROLS	EACH	2.	\$	75.00	\$ 150.00		\$	-		\$ -		\$	-
2575.501	TURF ESTABHLISHMENT	LUMP SUM	1.	\$	17,250.00	\$ 17,250.00		\$	-		\$ -		\$	-
Totals														
	Original Contract Amount					\$ 115,423.00								
	Extra / Change Order Amount \$													
							ork Completed	\$	71,651.50		\$ -		\$	71,651.50





August 17, 2023

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

<delivered via email>

RE: Proposal – Turtle Connection Cross Lakes Subwatershed Project – Task Order #1 – Concept Feasibility Study

Dear Ms. Audette,

In response to your request for engineering services for the Turtle Connection Cross Lakes Subwatershed Project, HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for Task Order #1 – Concept Feasibility Study. Future project tasks and services required to successfully complete the flood damage reduction project will be identified separately as they arise, under additional task orders.

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

Sincerely,

HDR Engineering, Inc.

Methan P. Valas

Nathan Dalager, P.E.

Project Manager

Christine Wiegert, Vice President

A Wiegert

MN/WI Area Manager

Encl: Proposal, Task Order #1

HDR Engineering, Inc. Terms and Conditions for Professional Services

**Budget Spreadsheet** 



# Turtle Connection Cross Lakes Subwatershed Project Task Order #1 – Concept Feasibility Study

## Project Understanding and Scope of Services

HDR understands that the Red Lake Watershed District (RLWD) is interested in developing a Flood Damage Reduction (FDR) project of significance, as the RLWD works towards resolving chronic flood problems in the District. This scope of work includes tasks and deliverables deemed necessary to complete the feasibility stage of the project. These tasks include the following:

- 1. Assistance with Project Funding Package, Project Teams & Partner Coordination
- 2. Design and Analyses of FDR Project Components
- 3. Preliminary Permitting & Environmental Review
- 4. Concept Plans
- 5. Feasibility Report and Presentations to Board and Project Team

## **Proposed Action Description**

The proposed water level management Project consists of developing and designing a new outlet structure for Cross and Connection Lakes, to possibly include an operable structure that incorporates a fish passage feature. Project features will include Project Team meetings, environmental review determination, and early coordination for permitting. In two landowner meetings, excellent feedback has been gained from landowners and the MnDNR. The feasibility study is meant to provide a concept design of Connection and Cross Lake outlet dams which will lead to a successful conclusion of the Project. Additional items that will be considered include statutory requirements affecting landowners, lake levels or changes thereto, type of outlet design, water quality considerations, cost, and flood reduction impacts.

# **Proposed Project Team**

HDR will provide engineering, evaluation, and relevant engineering project management-related services. Key members of the HDR team include the following:

Role	Staff
Client/Project Manager	Nate Dalager, PE
Water Resources Engineers	Glen Krogman Dillon Nelson, PE Jacob Huwe, PE
Design Technician	Randy Knott
CAD	Anita Sanne
Environmental Lead	Torin McCormack
Structural Engineer	Goran Stekovic
Geotechnical Engineer	Kerrie Berg, PE
GIS	Matt Angel, EIT
QA/QC	Matthew Redington, PE



### SCOPE OF SERVICES

# Task 1.0: Project Management and Coordination Meetings

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

- 1.1 Project Management. 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 Hearings and Meetings. Schedule, review, prepare, participate, and help conduct meetings as well as public hearings. Significant collaboration will occur with Red Lake Watershed District (RLWD) staff and Board members. Other agency stakeholders likely to be involved include MnDNR.
- 1.4 Coordinate with Funding Partners. HDR will provide assistance in coordinating with funding partners such as the RRWMB and the MnDNR-FDR Grant Program.

#### **Assumptions:**

- Duration of the task is ~10 months.
- A total of five RLWD Board meetings and 1-3 Project team meetings are anticipated.
- A public hearing will be attended by 1 or 2 HDR staff persons and information pertinent to the meeting will be provided to the RLWD.
- All meetings will be held in Northwest Minnesota and attended by 1 or 2 HDR staff persons.

#### Deliverables:

- Monthly invoices and coordination with RLWD Administrator.
- Facilitate up to two Project partner meetings.
- Facilitate up to two funding partner meetings.
- Attendance at 6 RLWD Board meetings, presentations, and updates to the Board.
- Attendance at up to two landowner meetings.
- Facilitate/Attend up to two public hearings

# Task 2.0: Design Analyses of FDR Project Components

This task includes conceptual design analyses of the preferred alternative for Connection and Cross Lakes. The design will build upon the work completed in concept development, hydraulic modeling, and preliminary design. The following steps will be included:

- **2.1 Alternatives Evaluation.** Evaluate two alternatives (on-channel with fish passage and/or side channel with a structure) to determine the preferred alternative to finalize alignments and profiles for design and permitting tasks.
- 2.2 Survey. The preferred alternative will require additional field survey for design and to determine construction quantities. Survey will include two days in the field. Survey will include topography and bathymetry. Legal survey will be performed by others.
- 2.3 Hydraulic/Hydrologic Design. Perform final modeling of the preferred alternative for the 24-hour, 100-year and 10-year and 2-year precipitation events. Events greater than the 100-year will not be evaluated. XP-SWMM, HEC-RAS, and HEC-HMS models will be developed. No breach analysis or emergency spillway design is included with this task. A water budget will be developed to assess long term water cycle flow availability and lake level resiliency.



- 2.4 Hydraulic Structure Design. Perform conceptual structure design, including sizing/selection of hydraulic structures required for the preferred alternative. Task includes development of headwater/tailwater rating curves. Evaluation of downstream structure replacements is not included in Task Order #1.
- 2.5 Soil Borings. HDR will determine where soil borings, if any, are required for the preferred alternative, coordinate the solicitation of bids, scheduling, and facilitating the completion of the borings by a third party. HDR will review the geotechnical report that will be delivered by a third party and implement the findings in the design.
- 2.6 Outlet Design. Perform outlet design for the preferred alternative. The design will include incorporating operational gates and stop log bays along with a rock arch rapids. Evaluation will also consider shear stress and stream bed materials for sizing of riprap gradations as part of the fish passage.
- **2.7 Fish Passage Design.** Perform final design for a rock arch rapids. MnDNR will provide design guidance that will inform HDR's design.
- 2.8 Utilities Design. Provide design if existing utilities are impacted by the Project. A one-call will be conducted for the entire Project footprint.
- 2.9 Erosion Control Design. Provide SWPPP and erosion control designs that meet MPCA requirements. Includes riprap design and other erosion control considerations for areas of potentially erosive flows.

#### **Assumptions:**

- Changes to the preferred alternative design due to permitting, environmental review, and rightof-way acquisition will be considered as additional services to this budget and scope of work.
- Soil borings and lab testing will be performed by a third party hired by RLWD. HDR will provide assistance and coordination.
- Design guidance for the rock arch rapids to be provided by MnDNR.
- Design of downstream structure replacements is not included in Task Order #1.

#### Deliverables:

- · Concept design of the preferred alternative.
- Additional Field Survey for final design of preferred alternative.

# Task 3.0: Permitting & Environmental Review

This task involves support activities which are necessary for coordination with permitting agencies.

- 3.1 Wetland Delineation. HDR will perform a desktop wetland delineation as needed for the preferred alternative for each lake. HDR will provide support information such as the Project footprint and temporary working limits as it relates to potential wetland impacts.
- 3.2 Preparation of Technical Data and Coordination. HDR will provide technical data and assistance for completion of permit applications for all affected sites pertaining to environmental review and permitting as requested by RLWD. A future task order will include permit applications such as a MnDNR Public Waters Permit, USACE 404 Wetlands Permit, Polk County SWCD WCA Permit, and MPCA Stormwater Permit.
- 3.3 Environmental Assessment Worksheet (EAW). HDR will provide technical data and assistance in the completion of an environmental review evaluation. Preparation of an EAW is not included in Task Order #1.



#### **Assumptions:**

• An EAW, if necessary, will be proposed under a separate task order.

#### **Deliverables:**

- Desktop wetland delineation.
- Conduct early coordination with permitting agencies.

## Task 4.0: Conceptual Plans

This task involves the drafting of conceptual plans for evaluation of the preferred alternative. The plans will include components of the preferred Alternative in detail. HDR will utilize AutoCAD Civil3D.

- 4.1 Site Plan. A site plan will be produced within the limits of proposed construction. They will include existing and proposed main features, construction limits, alignment stationing, structures, benchmarks and GPS control points, section lines and numbers, utilities, and aerial imagery.
- **4.2** Quantities & Construction Notes. Estimated quantities will be tabulated for the preferred alternative and will be documented in the Engineer's Opinion of Probable Construction Cost.
- 4.3 SWPPP. Required SWPPP will be included for the proposed Project.
- **Typical Sections & Details**. Up to 5 typical sections will be provided including one for each alignment and unique design aspect.
- **4.5 Structure Details.** Details from final designs are to be shown for proposed structures in the Project. Up to 5 individual typical details will be provided.
- **4.6** Plan & Profile Sheets. Profiles will be provided for each Project alignment and will include existing and proposed grades, structures, notes, and utility information.
- 4.7 Cross-Section Sheets. Cross-sections will be provided for each Project alignment at 100 foot intervals.

#### **Assumptions:**

- One round of drafts will be reviewed by RLWD, MnDNR, or project stakeholders.
- The plan set will have up to 12 sheets for each of the Connection and Cross Lakes concepts.
- The number of labor hours included in the budget and scope represent one set of conceptual plans based upon the preferred alternative with one round of edits as needed.
- Additional rounds of edits resulting from the evolution of the Project and the resulting work to produce updated plans will be covered under a separate scope of services as needed.

#### Deliverables:

One electronic (PDF).

# Task 5.0: Concept Feasibility Report

This task involves documentation of the concept of the Project as it relates to all three lakes (Turtle, Connection and Cross), including impact considerations and project implementation.

5.1 Report. An engineering concept feasibility report will be prepared for RLWD with one round of review for comment. The report will be compliant with MN Statutes 103D.711 for engineer's reports for watershed projects, and HDR will deliver a Concept Report with



information and results from Task 2 through Task 4 to include an operating plan and Project recommendations

**5.2** Engineer's Opinion of Probable Construction Cost. Provide an engineer's opinion of probable construction costs for the preferred alternative.

### **Assumptions:**

- Changes to preferred alternative design due to permitting, environmental review, mitigation, land exchange, and Natural Resource Enhancement designs will be considered as additional services to this Task Order.
- An Engineer's Report for submittal to agencies will be proposed under an additional future task order.

#### Deliverables:

• One electronic (PDF) of the Concept Feasibility Report.

### **Cost Estimate**

The design fee estimate for the completion of Tasks 1 through 5 is \$114,375, as outlined in the attached breakdown of tasks, hours, and expenses. This work will be performed on a time and materials not-to-exceed basis. HDR will invoice monthly based on work progress. Our estimated design 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.

# Future Task Orders – Engineering

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 negotiated separately.

- Environmental Assessment Worksheet
- Engineers Report for Agency Submittal
- Final Design
- Final Plans and Specifications
- Permitting
- Construction Administration
- As-Built Plans



# Notice to Proceed

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 (Nate) at 218.681.6100.

## NOTICE TO PROCEED

Red Lake Watershed District	Consultant
	HDR Epgineering, Inc.
By:	HDR Engineering, Inc.  By: W Wigget  Name: Enristine Wiegert
Name:	Name. Enristine Wiegert
Tile:	Title: Vice President/MN-WI Area Manager



## HDR Engineering, Inc. Terms and Conditions for Professional Services

#### 1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the CLIENT, 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.

ENGINEER and CLIENT agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to CLIENT.

#### 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. Upon request, 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 claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

#### 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. CLIENT-PROVIDED SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to the project in CLIENT's possession, and any requirements or budgetary limitations. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents, information and services.

In performing services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests.

#### 7. SUCCESSORS AND ASSIGNS

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.

#### 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 and CLIENT retain joint 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.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating 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 prompt payments in response to ENGINEER's invoices.

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.

1 (8/2012)



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 of the 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, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

#### 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. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and client approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

HDR Engineering, Inc. Terms & Conditions for Professional Services

#### 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. LIMITATION OF LIABILITY

In the event that any damage, loss, or claim is asserted by a third party, and said damage, loss, or claim arises out of or is in connection with the performance of ENGINEER'S services, including ENGINEER and its employees professional negligent acts, errors, or omissions, each party (ENGINEER and CLIENT) shall release, indemnify, and hold the other harmless, together with their agents, employees and assigns, PROVIDED THAT, said damage, loss, or claim is within the parties' combined limits of applicable insurance. In the event that any damage, loss or claim exceeds the parties' combined available limits of applicable insurance, then each party shall bear their own liability in direct proportion to their own individual fault.

#### 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, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER and CLIENT are made a party to any litigation concerning CLIENT's flood control structures, CLIENT and ENGINEER shall each bear their own costs and expenses for defense pending a final determination of each party's liability. Upon a finding by a court of competent jurisdiction of any negligence, all of the parties' reasonable total costs for defense of the matter shall be combined, and the total reasonable defense costs of both parties shall be pro-rated between the parties based on their respective shares of fault.

#### 19. MAINTENANCE OF STRUCTURES AND SYSTEMS

CLIENT agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER's are dependent upon CLIENT's continued operation and maintenance of the project structures and systems in accordance with all, permits, laws and regulations that permit the construction and operations of the structure(s) and systems including any Engineer prepared operations and maintenance plans Should CLIENT fail to maintain the structures to be in full compliance permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to CLIENT, and CLIENT shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

#### 20. VISUAL INSPECTIONS

For visual inspections, CLIENT hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.



# Project Budget

Task No.	Task/Title	PM	Structural Engineer	ЕІТ	Civil Tech	Environmental Scientist	Engineer - QC	Clerical	Accounting				Hours		Labor Fee	Subconsultant Fee
	Hourly Rates	\$ 230	\$ 170	\$ 105	\$ 155	\$ 150	\$ 170	\$ -	\$ -	\$ -	\$ -	\$ -				
1 Project I	Management	40	0	16	8	0	12	4	4	0	0	0	84	\$	14,160.00	\$ -
2 Concept	tual Design of FDR Components	30	60	158	66	20	22	0	0	0	0	0	356	\$	50,660.00	
3 Permitti	ing & Environmental Review	5	2	6	6	32	2	0	0	0	0	0	53	\$	8,190.00	
4 Concept	tual Plans	22	24	46	56	4	6	0	0	0	0	0	158	\$	24,270.00	
5 Feasibili	ity Report	12	8	32	16	16	18	0	0	0	0	0	102	\$	15,420.00	
6 Task Na	me	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
7 Task Na	me	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
Totals		109	94	258	152	72	60	4	4	0	0	0	753	\$	112,700.00	\$ -
													r Subtotal	•	112,700	
										CDC F-			0.75/mile)		525	
										GPS Eq			\$350/day) / Plotting		700 450	
										HD	R Direct I	Expenses	s Subtotal	\$	1,675	
														\$	-	
											Su	ub-Consi	ultant Fee	\$	-	
													Total Fee	\$	114,375	

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

June 26, 2023

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

Red Lake County SWCD would like to request \$500.00, from the Red Lake Watershed District, for the installation of a Grade Stabilization Project in Red Lake County.

The project that needs local assistance is in Poplar River Township Section 6. Houston Engineering has completed the survey and design work for this project. Red Lake County SWCD approved a bid from Nathan Knott Excavating in the amount of \$3,870.00.

The Red Lake County SWCD would like to request \$500.00 from the Red Lake Watershed District to assist with the local match requirement for this project. The total project cost estimate was \$3,870.00. Red Lake County SWCD will be using BWSR Clean Water funding to fund 75% of this project. The local match requirement is \$967.50. The landowners will be in charge of paying \$467.50; if the Red Lake Watershed District approves the \$500.00 request.

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

Thank you,

Janya Waldo

Tanya Waldo, District Manager Red Lake County SWCD

## ELDON VIGSTOL - GRADE STABILIZATION PROJECT SECTION 6, POPLAR RIVER TWP. BID FORM

### RED LAKE COUNTY SWCD

Bid Item No.	Description	Unit of Measure	Contract Quantity	Unit Price (\$)	Contract Amount (S)
2021.501	MOBILIZATION	LUMP SUM	1	\$ 200	5 200
2101.501	CLEARING AND GRUBBING	LUMP SUM	1	\$ /35	5 /35
2104.503	SALVAGE PIPE CULVERT	UN, FT.	32	\$ 4,21	\$135
2501.503	24" CS PIPE CULVERT	LIN. FT.	30	\$60	\$1.800
2511.507	RANDOM RIPRAP CLASS II	CU. YD.	- 6	\$ 150	\$ 900
2573.503	SEDIMENT CONTROL LOG TYPE STRAW	UNL FT.	20	\$10	\$ 200
2575.501	TURF ESTABLISHMENT	LUMP SUM	1	350-	\$500

Ontrator Name: Nathan Knotst

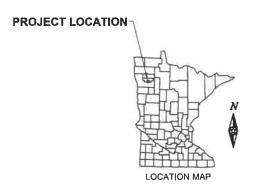
Date: 11/30/22

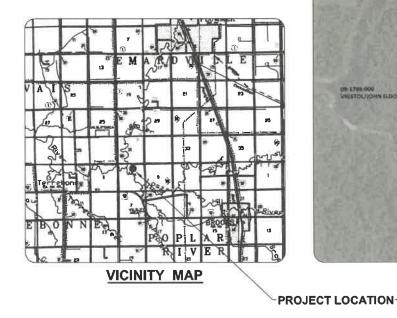
Approved on 12/12/2022 SWID Bond Meeting

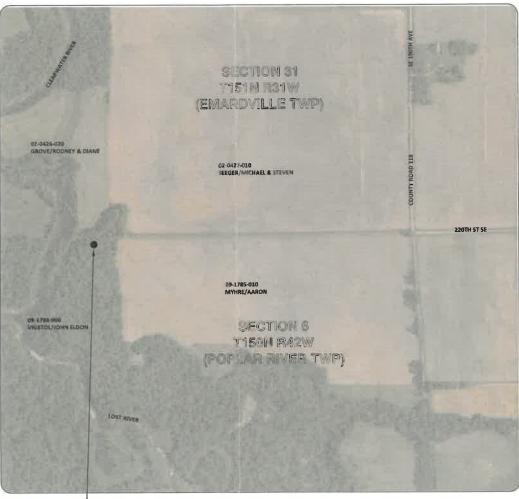
# CONSTRUCTION PLANS FOR

# **ELDON VIGSTOL-GRADE STABILIZATION PROJECT** RED LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

SEC. 6, POPLAR RIVER TWP., RED LAKE COUNTY SEPTEMBER, 2022







**LOCATION MAP** 

#### **INDEX SHEET**

- **ESTIMATED QUANTITIES, NOTES, AND CHUTE DETAILS**

HOUSTON engineering, inc. THIEF RIVER FALLS, MN 56701

- **PLAN AND PROFILE**
- STANDARD PLANS

#### THIS PLAN CONTAINS 5 SHEETS

#### **GOVERNING SPECIFICATIONS:**

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" DIVISION II AND III SHALL GOVERN FOR CONSTRUCTION DETAILS AND MATERIALS.

#### UTILITY NOTE:

THE UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THE PRELIMINARY SURVEY OR DATA GATHERING FOR THIS SITE.

STATE LAW REQUIRES THE EXCAVATOR TO CONTACT GOPHER STATE ONE-CALL AT (800)-252-1166 FOR UTILITY LOCATION 48 HOUR PRIOR TO START OF EXCAVATION WORK.

Professional Engineer under the laws of the State of Minnesota. HORIZONTAL AND VERTICAL CONTROLS

1. ALL COORDINATES LISTED IN THIS PLAN ARE MNDOT,

RED LAKE COUNTY, U.S FOOT 2. ALL ELEVATIONS ARE NAVD 88 DATUM Tony A. Nordby

Date: 09/09/2022

hereby certify that this plan. specification, or report was prepared by me or under my direct supervision.

Project No. 10861-0011

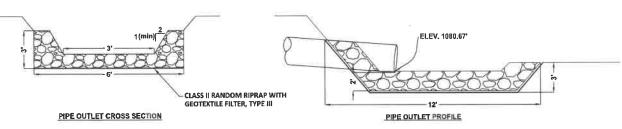
411 APR UN954-0011

STATEMENT OF ESTIMATED QUANTITIES								
NOTES	ITEM NO.	ITEM	UNIT	TOTAL ESTIMATED QUANTITIES				
	2021.501	MOBILIZATION	LUMP SUM	1				
(1)	2101.501	CLEARING AND GRUBBING	LUMP SUM	1				
(2)	2104.503	SALVAGE PIPE CULVERT	LIN. FT.	32				
(3)	2501.503	24" CS PIPE CULVERT	LIN. FT.	30				
(4)	2511.507	RANDOM RIPRAP CLASS II	C.Y.	6				
	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	Lin. FT.	20				
(5)	2575.501	TURF ESTABLISHMENT	LUMP SUM	1				

	STANDARD PLATES				
THE FOLL	DWING MNDOT STANDARD PLATES SHALL APPLY ON THIS PROJECT				
3041E CORRUGATED METAL PIPE (3"X1" OR 5"X1" CORRUGATION)					

#### CONSTRUCTION NOTES:

- (1) CLEARING AND GRUBBING SHALL INCLUDE ALL TREE AND BRUSH REMOVAL NECESSARY TO INSTALL THE PROPOSED 24" CS PIPE CULVERT AND PLUNGE POOL. ANY MATERIAL GENERATED BY CLEARING AND GRUBBING OPERATIONS SHALL BE THE CONTRACTORS RESPONSIBILITY AND DISPOSED OF OFF SITE OUTSIDE THE PROJECT LIMITS. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
- (2) SALVAGE PIPE CULVERT INCLUDES SALVAGE OF EXISTING 24" CS PIPE CULVERT, INSTALLATION OF SALVAGED PIPE ACCORDING TO THE PLAN, AND BACKFILL OF EXCAVATED MATERIAL.
- (3) INCLUDES EXCAVATION, BACKFILL, AND COUPLING BAND.
- [4] GEOTEXTILE FABRIC, TYPE III SHALL BE PLACED UNDER ALL RANDOM RIPRAP CLASS II AND IS CONSIDERED INCIDENTAL AND NO ADDITIONAL PAYMENT WILL BE MADE THEREOF.
- (5) SEE THE SPECIAL PROVISIONS FOR MORE DETAIL ON SPECIFICATIONS FOR ITEM NO. 2575.501, "TURF ESTABLISHMENT."



#### OUTLET PROTECTION

BASIS OF ESTIMATED QUANTITIES					
SEED, MIXTURE 25-141	59 LB PLS/ACRE				
SEED, MIXTURE 21-112	25 LB PLS/ACRE				
MULCH MATERIAL, TYPE 1	2 TON/ACRE				
FERTILIZER, TYPE 1 (20-20-10)	250 LB/ACRE				

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

Tony A Nordby License No. 51392

Date: 09/09/2022

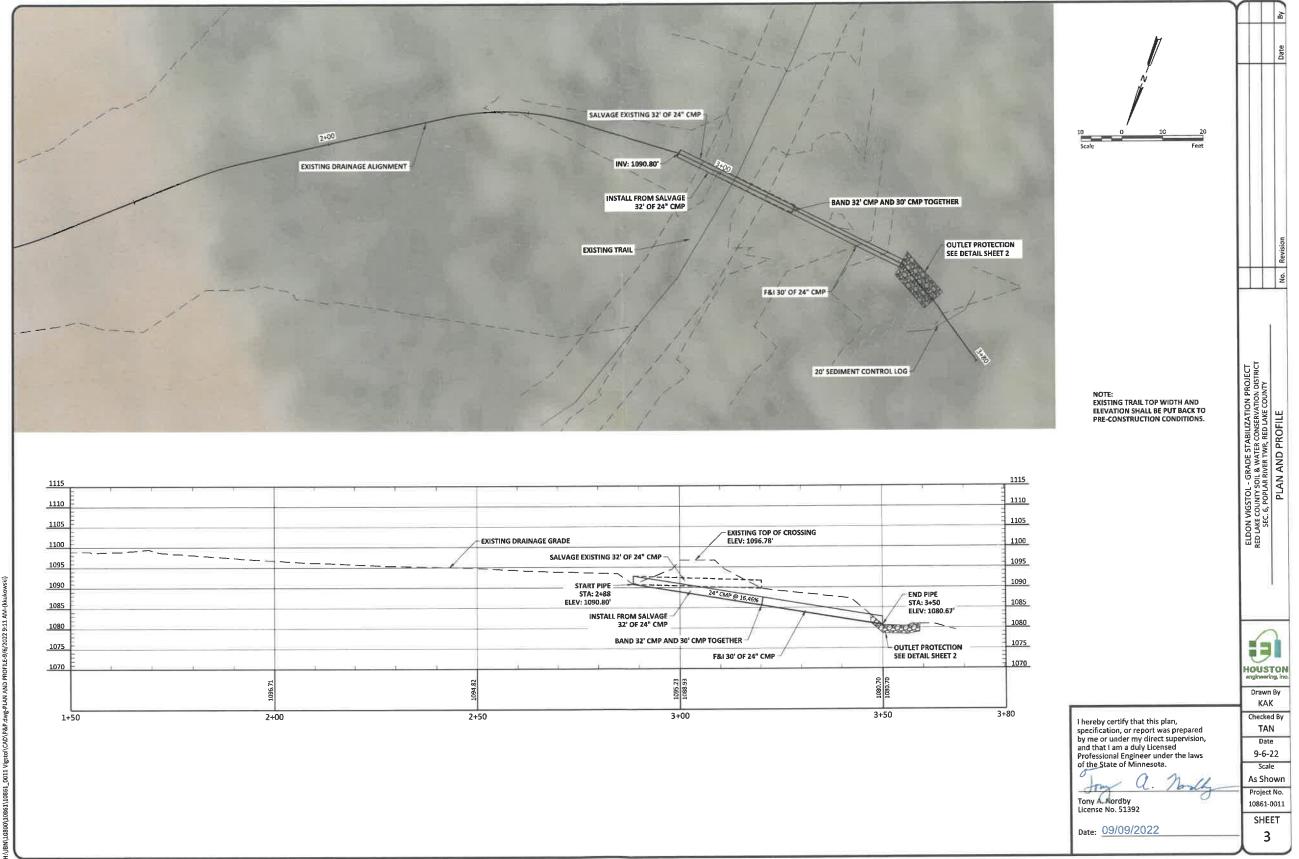
HOUSTON anglossing, inc. Orawn By KAK Checked By TAN

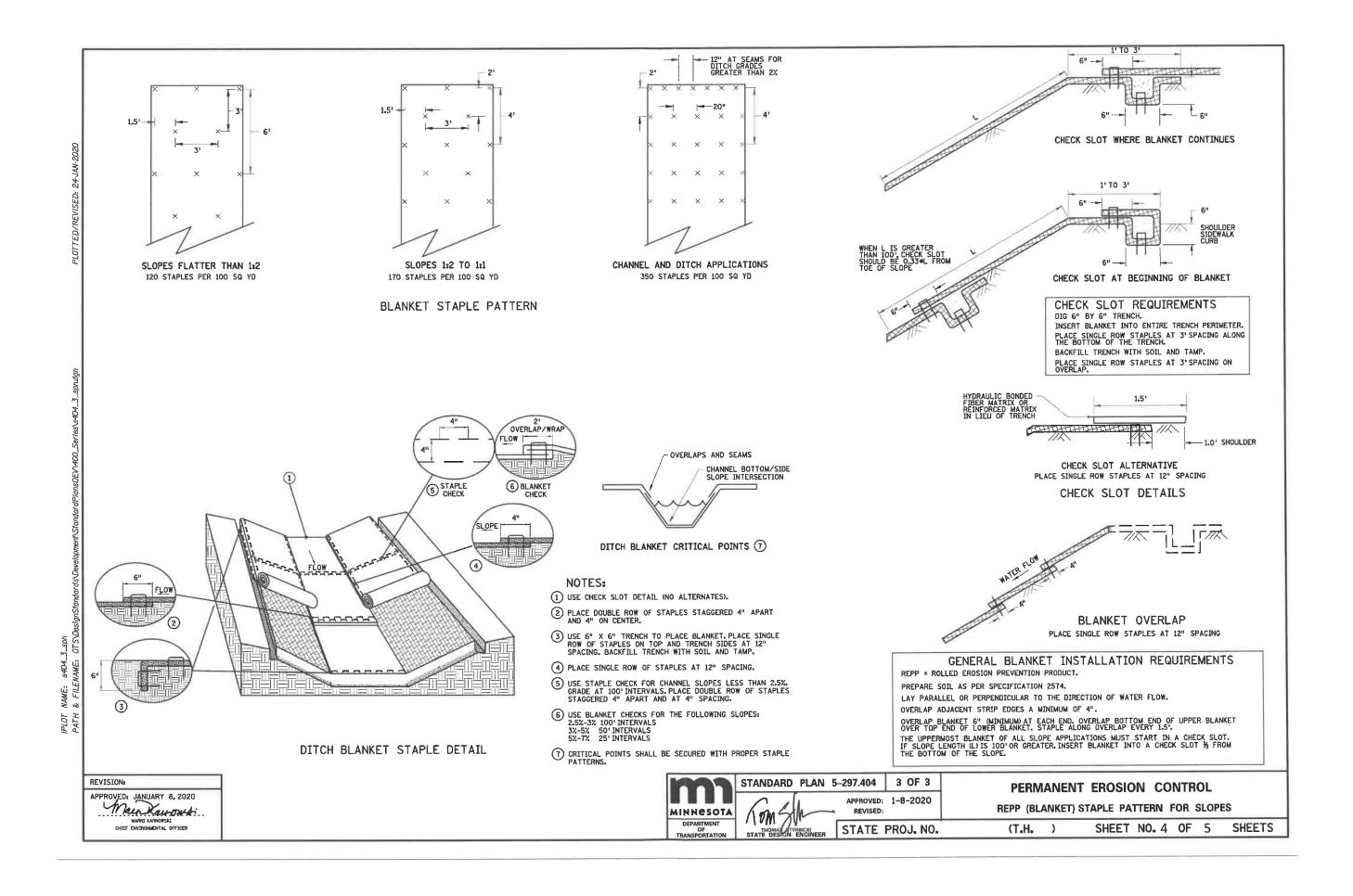
ELDON VIGSTOL - GRADE STABILIZATION PROJECT
RED LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT
SEC. 6, POPLAR RIVER TWP, RED LAKE COUNTY
ESTIMATED QUANTITIES AND NOTES

9-6-22 5cale As Shown Project No. 10861-0011

Date

SHEET 2

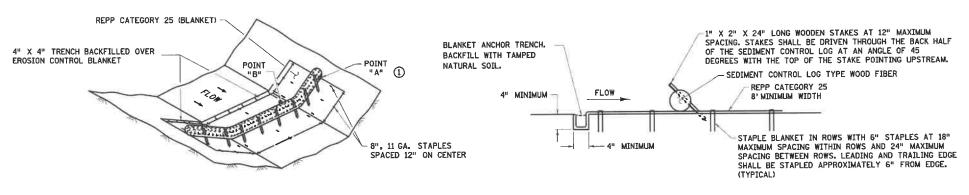




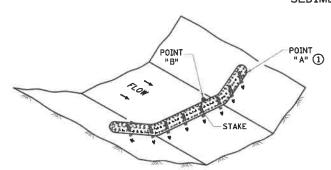
ONLY FOR USE OUTSIDE CLEAR ZONE @

BOTTOM OF UPPER CHECK SHOULD BE SAME ELEVATION AS THE TOP OF THE LOWER CHECK TO PROVIDE FOR POOLING FILTER BERM TYPE 3 OR 5 SPACING (Y) DETERMINED BY FORMULA (SEE NOTES)

> DITCH CHECK SPACING FOR ALL FILTER BERM TYPES



SEDIMENT CONTROL LOG TYPE REPP (BLANKET) SYSTEM @



SEDIMENT CONTROL LOG TYPE WOOD FIBER, OR TYPE COMPOST (5) FOR USE ON ROUGH GRADED AREAS

REVISION: APPROVED: JANUARY 8, 2020 Main Kausows

PLOT PATH

REPP = ROLLED EROSION PREVENTION PRODUCT.

SEE SPECS. 2573, 3601, 3733, 3885, 3886 & 3889.

FOR DITCH CHECKS, PLACE SEDIMENT CONTROL LOG PERPENDICULAR TO FLOW AND IN A CRESCENT SHAPE WITH THE ENDS FACING UPSTREAM.

APPROXIMATE SPACING BETWEEN EACH DITCH CHECK SHOULD BE DETERMINED FROM THE FOLLOWING SPACING FORMULA: APPROXIMATE SPACING OF DITCH CHECKS (FT.) = Y = DITCH CHECK HEIGHT (FT.)

- (1) POINT "A" MUST BE A MINIMUM OF 6" HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.
- ② ROCK DITCH CHECKS PLACED WITHIN THE CLEAR ZONE ARE TO BE 18" OR LESS IN HEIGHT. A 1:6 APPROACH AND DEPARTURE SLOPE SHALL BE PROVIDED.
- (3) DITCH GRADE 3% 5%, MAX. FLOW VELOCITY 12 FT./SEC.
- 4 DITCH GRADE 1.5% 3%, MAX. FLOW VELOCITY 4.5 FT./SEC.
- 5 DITCH GRADE 1.5% 3%, MAX. FLOW VELOCITY 1.5 FT./SEC.



APPROVED: 1-8-2020 REVISED:

STATE PROJ. NO.

DITCH CHECK

SHEET NO. 5 OF 5 SHEETS (T.H. )

TEMPORARY SEDIMENT CONTROL

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

August 21, 2023

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

Red Lake County SWCD would like to request \$500.00, from the Red Lake Watershed District, for the repairs of a Grade Stabilization Project in Red Lake County.

The project that needs local assistance is in Terrebonne Township Section 3. North POD Engineer has completed the survey and design work for this project. Red Lake County SWCD approved a bid from Lyle Wilkens, Inc. in the amount of \$3,385.00.

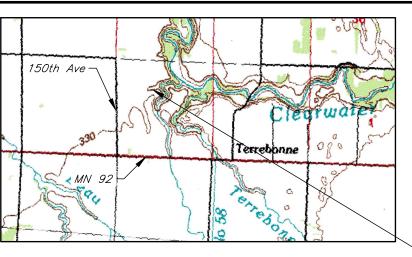
The Red Lake County SWCD would like to request \$500.00 from the Red Lake Watershed District to assist with the local match requirement for this project. The total project cost estimate was \$3,385.00. Red Lake County SWCD will be using BWSR Clean Water funding to fund 75% of this project. The local match requirement is \$1,135.00. The landowner will be in charge of paying \$635.00; if the Red Lake Watershed District approves the \$500.00 request.

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

Thank you,

Tanga Waldo

Tanya Waldo, District Manager Red Lake County SWCD



Detail Plans for David Brule Grade Stabilization (410) Repair Red Lake County, Minnesota

	NIDEN OF DRAWNOO					
INDEX OF DRAWINGS						
Sheet Iumber	Title					
1	Cover Sheet, Quantities, and Specifications					
2	Construction Plan and Details					

#### STATEMENT OF ESTIMATED QUANTITIES QUANTITY UNIT SPEC. LS Mobilization CS-001 25 CU YD Common Excavation CS-021 19 CU YD | Compacted Earthfill - Class "C" (CV) CS-023 21 SQ YD | Geotextile NRCS Class | CS-095 CU YD Rock Riprap, MnDOT Class II CS-061

AS-BUILT

VICINITY MAP

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

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

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

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

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

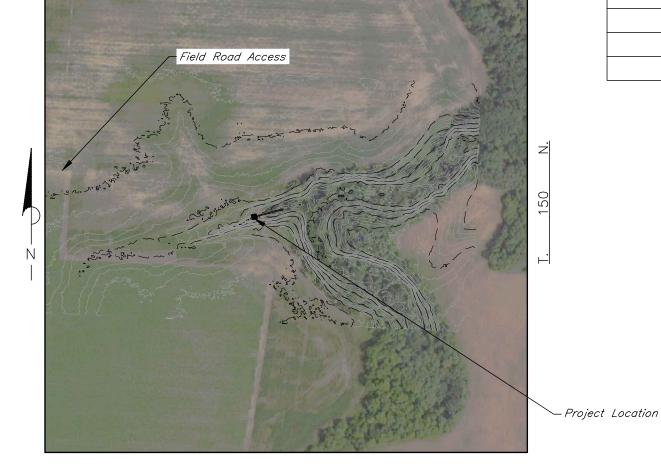
Before start of construction, the owner(s) of any utilities involved must be notified. State law requires the excavator is responsible for giving notice by calling "Gopher State One-Call" at (651) 454-0002 (twin cities metro area) or (800) 252-1166 (all other locations) at least 48 hours prior to any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

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

## CONSTRUCTION CERTIFICATION This installation meets NRCS standards

and specifications. \_\_\_\_ Yes \_\_\_\_ No Certified by: \_\_\_\_\_\_.

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



LOCATION MAP Terrebonne Township Scale in Feet

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

COOPERATORS SIGNATURE DATE

No.	Revision	Date	Ву	
ı				David Brule

COVER SHEET Grade Stabilization (410) Repair

Project Location



Red Lake SWCD Date Designed *Logan Handyside* 8/3/2023 Drawn <u>LAH</u> 8/3/202 Checked LAH 8/4/202

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

Date: 8/4/2023 License #55889 Logan Handyside

ile Name Bruhle.dwa Eng. Job Class

Sheet 1 of 2

### BENCH MARK DESCRIPTIONS

TBM #1 ELEV = 1084.557' WOODEN HUB SOUTH EAST OF INTAKE AT EDGE OF WOODS NORTHING: 17400414.2 EASTING: 866996.037

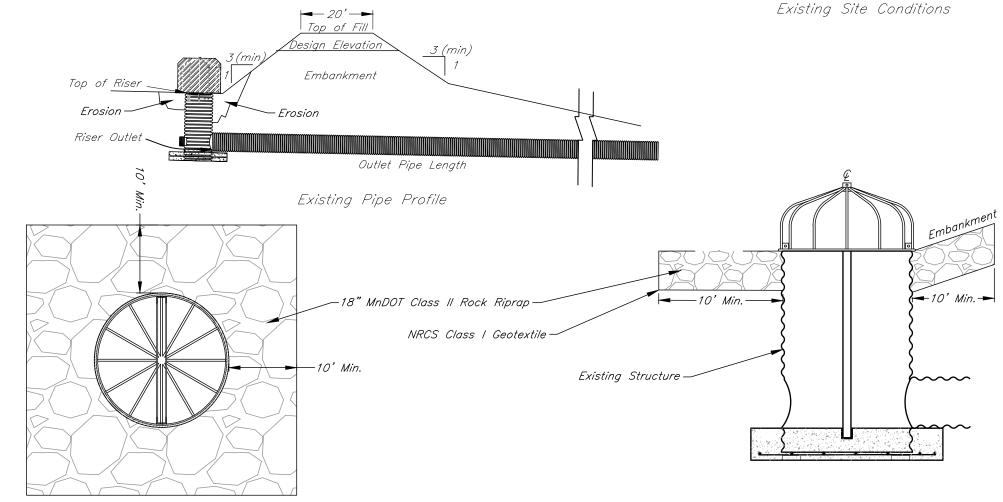
NOTE: HORIZONTAL/VERTICAL ACCURACY UNKNOWN HORIZONTAL DATUM: UTM ZONE 15 NORTH, NAD 1983 VERTICAL DATUM: NAVD 88, GEOID 18 US SURVEY FEET

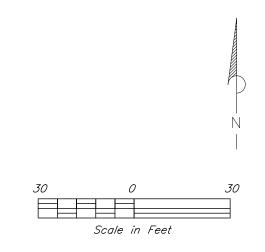
#### Notes:

- 1. Strip and stockpile topsoil a minimum of 6" prior to placement of geotextile and rock riprap.
- 2. Excavate to bottom of erosion around the existing intake. Eroded depth varies from 4'-8' in depth.
- 3. Excavate a minimum width of 4' to allow enough room to utilize a jumping jack for compacting around intake.

  4. Match top of Rock Riprap to top of Intake.
- 5. Place geotextile prior to placement of rock riprap.
- 6. Earthfill must be free of debris larger than 3" in diameter. Earthfill lifts no greater than 6".
- 7. Earthfill to be negotiated between landowner and contractor.
- 8. Seed and Mulch all disturbed areas, including borrow







Revision Date David Brule

CONSTRUCTION PLAN AND DETAILS Grade Stabilization (410) Repair



PLAN VIEW

(Not to Scale)

Red Lake SWCD Date Designed Logan Handyside 8/3/202 Drawn *LAH* 8/3/202 Checked LAH 8/4/202

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

SECTION ON CENTERLINE

(Not to Scale)

Date: 8/4/2023 License #55889 Logan Handyside

ile Name Bruhle.dwg Eng. Job Class

Sheet 2 of 2

Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Elizabeth Berge		42819 180th Ave SW Crookston, MN 56716		tel: <b>701-789-1741</b> mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Tiling

- (2) Legal Description
- (3) County: Polk Township: Russia Range: 46 Section: 12 1/4:
- (4) Describe in detail the work to be performed. pattern tile gravity
- (5) Why is this work necessary? Explain water related issue/problem being solved.

#### **Status**

Status	Notes	Date
Approved	P.A. #23-136 – Elizabeth Berge Polk County – Russia Township – Section 12 The Red Lake Watershed District (RLWD) approves the pattern tile project with multiple 'gravity' outlets. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads when applicable. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. Applicant shall ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner.   Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	July 31, 2023
Received	None	July 19, 2023

#### **Conditions**

This permit will be going back to the original outlet design idea that was approved on the previous permit, where the outlet will be buried along the field edge out of the ROW from the township road on the East side of the road, South to the outlet at Burnham Creek. The original permit will be attached to this permit for reference. T.O.



Status Report: **Approved** 

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Elizabeth Berge		1659 109 Ave SE Dazey , ND 58429		tel: <b>701-789-1741</b> mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Tiling

- (2) Legal Description
- (3) County: Polk Township: Russia Range: 46 Section: 12 1/4:
- (4) Describe in detail the work to be performed. Installation of drain tile.
- (5) Why is this work necessary? Explain water related issue/problem being solved. Improvement

#### **Status**

Status	Notes	Date
Approved		March 1, 2022
Received		March 1, 2022

#### Conditions

The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'gravity' outlet. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. Applicant shall ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner. 

Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O./T.O.

#### RED LAKE WATERSHED DISTRICT PERMIT NUMBER 22-011

In the matter of the application of: Elizabeth Berge, 1659 109th Avenue SE, Dazey, ND 58429

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 <a href="Elizabeth Berge">Elizabeth Berge</a> address for the purposes of notice and other communications pertaining to this permit is <a href="1659 109th Avenue SE, Dazey">1659 109th Avenue SE, Dazey</a>, <a href="ND 58429">ND 58429</a> the purpose of doing the work applied for with the following exceptions, changes, and/or special conditions:

The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'gravity' outlet. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. Applicant shall ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner.

Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

This permit is granted subject to the following provisions:

- 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 <u>June 13, 2023</u>, 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 13 day of June, 2022.

Red Lake Watershed District

Myron Jesme, Administrator

P.A. No. 22-011

#### RED LAKE WATERSHED DISTRICT

Farmer: Alex Engelstad 218-280-0942
Landowner Name: Beth Berge Phone: 701-789-1741
Address (Street, City, State, Zip): 1659 109 Ave SE Dazey, ND 58429
Name of designer: Alex/ Prol Engolsted Phone: 218-280-0942
Name of installer:
Legal description and site map and/or GPS coordinates to accurate scale showing location of all tiles, surface water inlets, outlet(s), lift stations, pumps, and flow control devices; (attach maps):
Section # 12 Township (Name & #) Aussig 148 Range # 46 County Polt
Land area to be tiled (acres): 310
Type of tiling (circle) Pattern Tile Random Tile
Type of outlet (circle) Lift Station/Pump Gravity Other
Date proposed plan submitted: Month July Day 25 Year 2022 (Installed after wheat house
Pump/lift station outlet flow capacity (GPM)
<ul> <li>All subsurface tile drainage systems must protect from erosion and include RLWD approved erosion control measures.</li> </ul>
<ul> <li>All subsurface tile outlets including lift station pumps, must be located out of a legal drainage system and governmental roadway right of way unless approved by District and must be visibly marked.</li> </ul>
<ul> <li>It is recommended that after harvest, tile outlet controls, including lift station pumps, be opened or turned on to remove water from the system unless downstream culverts are freezing.</li> </ul>
<ul> <li>Obtaining a permit from the RLWD Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or permits required by law. (Ex: NRCS, SWCD, Township, County, State, etc.)</li> </ul>
<ul> <li>Upon completion of the project, "As Built" plans must be provided to the District.</li> </ul>
<ul> <li>Consideration must be made for turning off pumps for short period of times during the summer so maintenance can be performed on public, legal and private drainage ways, such as road ditches or private natural field drains.</li> </ul>
EXHIBITS. The following exhibits may be requested to accompany the permit application. Two copies, (standard paper size of 8.5 inches by 11 inches), which include:
Signature of Owner Date: 2-8-22
RLWD staff use: Elgotte de B-3
Permit # 22-011 Date received: 3.1.22
Drain tile outlets to: RLWO Proj. 43B - Bornhon Creek
Legal System (Benefited Area):
Culvert size upstream and downstream of tile outlet:  MAR 0 1 2022



Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Elizabeth Berge		1659 109 Ave SE Dazey , ND 58429		tel: <b>701-789-1741</b> mobile: fax:

#### General Information

(1) The proposed project is a:

#### Tiling

- (2) Legal Description
- (3) County: Polk Township: Russia Range: 46 Section: 12 1/4:
- (4) Describe in detail the work to be performed. Installation of drain tile.
- (5) Why is this work necessary? Explain water related issue/problem being solved. Improvement

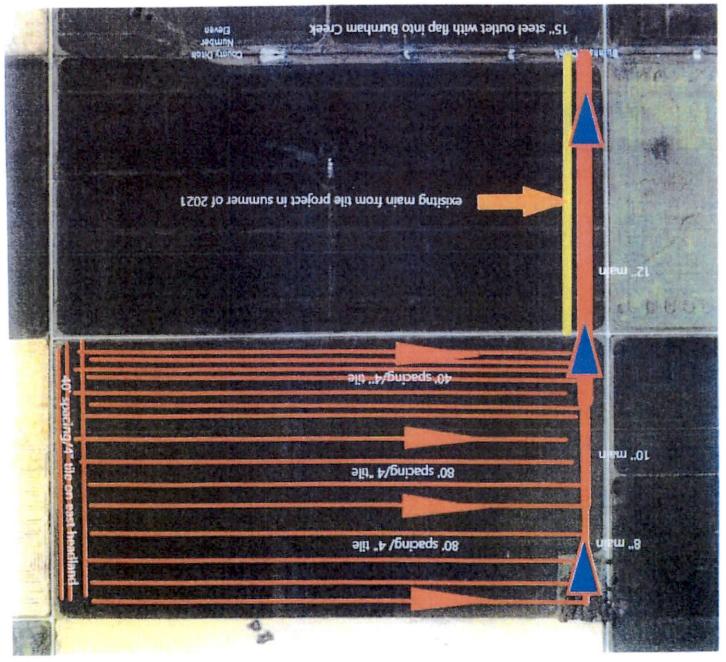
#### Status

Status	Notes	Date
Approved		March 1, 2022
Received		March 1, 2022

#### Conditions

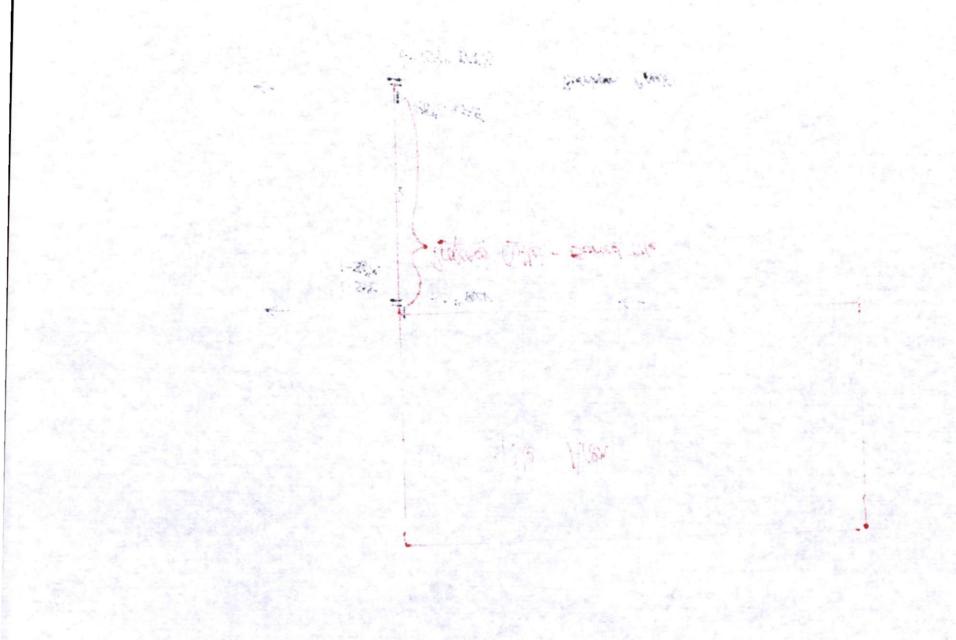
The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'gravity' outlet. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. Applicant shall ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner. 

Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) N.J.O./T.O.



South half of Section (2, Russia Township, Polt Co





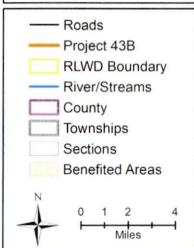


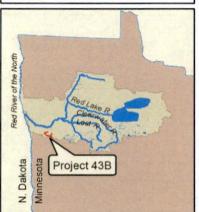
#### Red Lake Watershed District

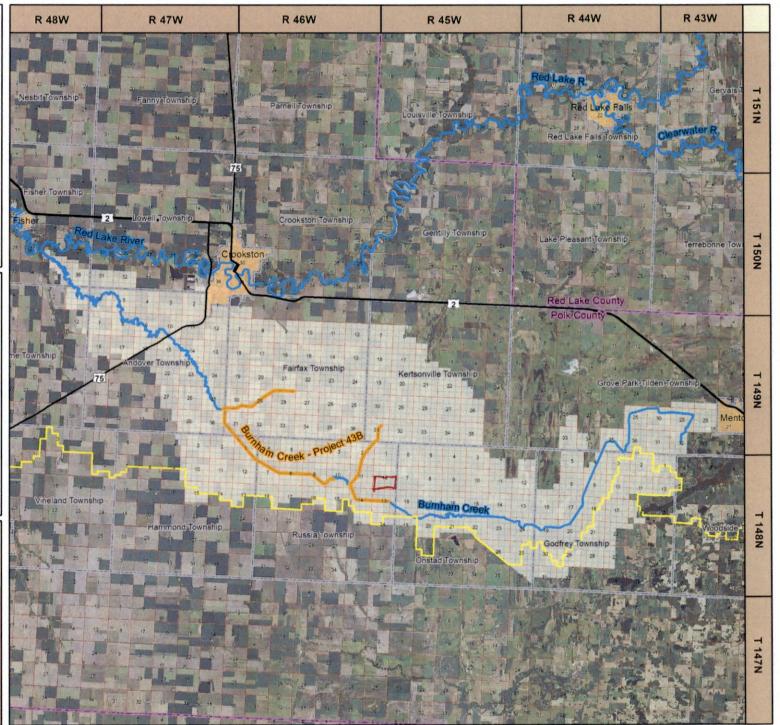
RLWD Project 43B Burnham Creek

Polk County

Red Lake River Subwatershed



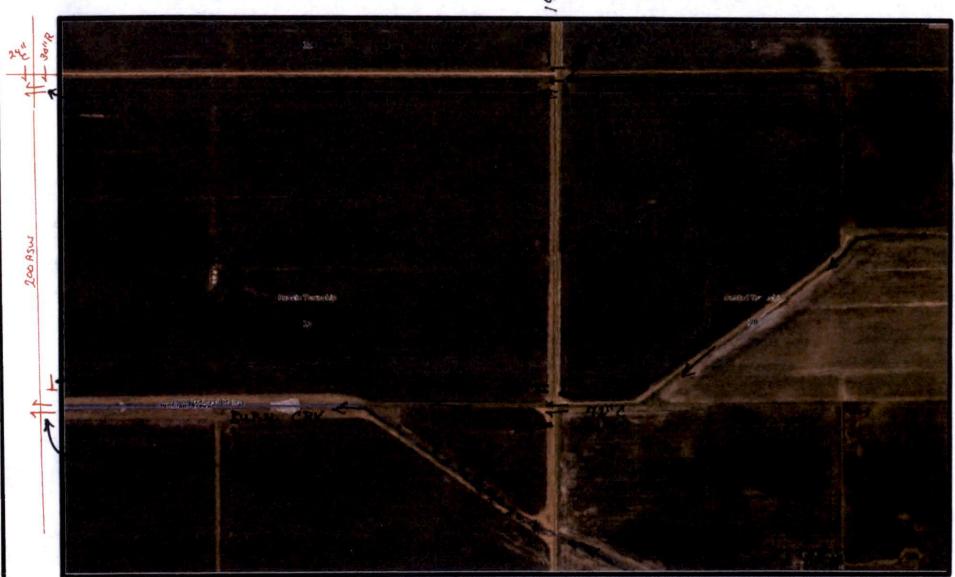




14	200th Ave SW)
	360th St SW)
190th Ave SVV	190th Ave SW Onstad

# Berge/Engelstad





Generated with the GeoMOOSE Printing Utilities



Status Report: Approved

#### **Applicant Information**

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

#### **General Information**

(1) The proposed project is a:

#### Tiling

- (2) Legal Description
- (3) County: Polk Township: Crookston Range: 46 Section: 34 1/4:
- (4) Describe in detail the work to be performed. Pattern Tile/Gravity
- (5) Why is this work necessary? Explain water related issue/problem being solved. Improve Drainage

#### **Status**

Status	Notes	Date
Approved	P.A. #23-038 – Elliot Solheim Polk County – Crookston Township – Section 34 The Red Lake Watershed District (RLWD) approves the pattern tile project with multiple gravity outlets. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads when applicable. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlets. Applicant shall ensure that the tile outlet is visibly marked. Any damage caused by future ditch maintenance is the responsibility of the landowner.  Note: Please be aware of and review the 'bullet points' on the bottom half of the application. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Aug. 18, 2023
Received	None	April 11, 2023

#### Conditions



Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Tom Winge		PO Box 82 Solway, MN 56678		tel:218-760-3795 mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Culvert Installation / Removal / Modification

- (2) Legal Description
- (3) County: Polk Township: Johnson Range: 39 Section: 13 1/4:
- (4) Describe in detail the work to be performed. Culvert
- (5) Why is this work necessary? Explain water related issue/problem being solved, Too wet. Standing water

#### **Status**

Status	Notes	Date
Approved	P.A. #23-47 – Tom Winge Polk County – Johnson Township – Section 13 The Red Lake Watershed District (RLWD) approves cleaning the west side road ditch along 420th Ave SE. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. Current flow patterns shall remain "as-is" and there shall be no additional drainage area or flows from the adjacent agriculture land routed to the ditch that was cleaned. Applicant shall ensure that all disturbed areas are seeded and that consideration for rock riprap with filter fabric is placed at the outlet end of the permitted culvert. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads when applicable. Directly downstream of the outlet, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Aug. 18, 2023
Received	None	April 18, 2023

#### **Conditions**



Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Pennington County	Pennington County	250 125th Ave. NE Thief River Falls, MN 56701		tel:218-683-7017 mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Culvert Installation / Removal / Modification

- (2) Legal Description
- (3) County: Pennington Township: North Range: 43 Section: 36 1/4:
- (4) Describe in detail the work to be performed. Landowner is requesting a culvert in CR 80 to improve the drainage around his property
- (5) Why is this work necessary? Explain water related issue/problem being solved. Improve Drainage

#### **Status**

Status	Notes	Date
Approved	P.A. #23-050 – Pennington County Pennington County – North Township – Section 36 The Red Lake Watershed District (RLWD) approves installing an 18" culvert through 170th ave NE to better drain the landowner's yard. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads when applicable. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Aug. 17, 2023
Received	None	May 1, 2023

#### Conditions



Status Report: **Approved** 

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Earl Pederson		3077 County Hwy 42 Bejou, MN 56516		tel:218-790-4106 mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Other

- (2) Legal Description
- (3) County: Red Lake Township: Terrebonne Range: 43 Section: 35 1/4:
- (4) Describe in detail the work to be performed. Excavate move field approach south approx 50 yards to make easier access to irrigation pivot. Clean road ditch along west side if Terrebonne 35.
- (5) Why is this work necessary? Explain water related issue/problem being solved. water not flowing in road ditch

#### **Status**

Status	Notes ————————————————————————————————————	Date
Approved	P.A. #23-132 – Earl Peterson Red Lake County – Terrebonne Township – Section 35 The Red Lake Watershed District (RLWD) approves moving the field approach to the south approximately 50 yards for better access to irrigation pivot. Also, RLWD approves to clean the East side road ditch along Highway 12. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. Current flow patterns shall remain "as-is" and there shall be no additional drainage area or flows from the adjacent agriculture land routed to the ditch that was cleaned. Applicant shall ensure that all disturbed areas are seeded and that consideration for rock riprap with filter fabric is placed at the outlet end of the permitted culvert. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads when applicable. Directly downstream of the outlet, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Aug. 17, 2023
Received	None	Aug. 7, 2023

#### **Conditions**



Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Belgium Township		24406 120th St SW Euclid, MN 56722		tel:218-289-1111 mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Culvert Installation / Removal / Modification

- (2) Legal Description
- (3) County: Polk Township: Belgium Range: 46 Section: 8 1/4:
- (4) Describe in detail the work to be performed. replace culvert
- (5) Why is this work necessary? Explain water related issue/problem being solved. end sections are falling off

#### **Status**

Status	Notes	Date
Approved	P.A. #23-144 – Belgium Township Polk County – Belgium Township – Section 8/9 The Red Lake Watershed District (RLWD) approves removing a failed 30" RCP and replacing with a 30" culvert. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. Current flow patterns shall remain "as-is" and there shall be no additional drainage area or flows from the adjacent agriculture land routed to the ditch that was cleaned. Applicant shall ensure that all disturbed areas are seeded and that consideration for rock riprap with filter fabric is placed at the outlet end of the permitted culvert. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads when applicable. Directly downstream of the outlet, applicant shall ensure that adequate grade and drainage is provided. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Aug. 17, 2023
Received	None	Aug. 8, 2023

#### **Conditions**



Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Thomas Scholin		16656 120th St NW Thief River Falls, MN 56701		tel:218-686-0123 mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Tiling

- (2) Legal Description
- (3) County: Pennington Township: Bray Range: 45 Section: 34 1/4:
- (4) Describe in detail the work to be performed. Pattern Tile
- (5) Why is this work necessary? Explain water related issue/problem being solved.

#### **Status**

Status	Notes	Date
Approved	P.A. #23-149 – Thomas Scholin Pennington County – Bray Township – Section 34 The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'gravity' outlet. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Applicant shall ensure that all disturbed areas are seeded with appropriate seed mixture and that consideration for rock riprap with filter fabric is placed at the tile outlet. Applicant shall ensure that the tile outlet meets the MN DNR requirements, if any. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This permit does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Aug. 23, 2023
Received	None	Aug. 16, 2023

#### **Conditions**



Status Report: Approved

#### **Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Thomas Scholin		16656 120th St NW Thief River Falls, MN 56701		tel:218-686-0123 mobile: fax:

#### **General Information**

(1) The proposed project is a:

#### Tiling

- (2) Legal Description
- (3) County: Pennington Township: Bray Range: 45 Section: 22 1/4:
- (4) Describe in detail the work to be performed. Pattern Tile Gravity Outlet
- (5) Why is this work necessary? Explain water related issue/problem being solved-

#### **Status**

Status	Notes	Date
Approved	P.A. #23-150 – Thomas Scholin Pennington County – Bray Township – Section 22/23 The Red Lake Watershed District (RLWD) approves the pattern tile project with a 'gravity' outlet. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval and must meet their specs/conditions. Permit Holder shall contact the road authorities when cutting through roads. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. Applicant shall ensure that all disturbed areas are seeded with appropriate seed mixture and that consideration for rock riprap with filter fabric is placed at the tile outlet. Applicant shall ensure that the tile outlet meets the MN DNR requirements, if any. Prior to any work, we also recommend that you contact your local Soil and Water Conservation District (SWCD) office to inquire about possible wetland concerns. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This permit does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) T.O.	Aug. 23, 2023
Received	None	Aug. 16, 2023

#### **Conditions**

## Minnesota Association of Watershed District Administrators and Soil and Water Conservation District Mangers Joint Meeting

#### Arrowwood Lodge and Resort, Baxter, MN

Wednesday, September 27, 1p.m. - Thursday, September 28, 2023 12p.m.

Meeting registration - \$25/person

#### DRAFT AGENDA:

#### Day 1. 1p-4:30p Separate Meeting

Each organization will meet separately.

Please contact <u>Mark Doneaux</u>, <u>Capital Region Watershed District</u> for details on WD topics.

Please contact <u>Nicole Bernd</u>, <u>West Polk Soil & Water Conservation District</u> for details on SWCD topics.

5:30p.m. - Social Mixer/Networking: Bonfire and Beverages

#### Day 2. 8a-12p Joint Meeting

#### Topics:

- WD 101 History, Budgeting, Project Implementation Everything you need to know about Watershed Districts.
- SWCD 101 History, Budgeting, Project Implementation Everything you need to know about Soil and Water Conservation Districts.
- State Agencies:
  - Constructive Cooperation: are we collaborating to achieve the desired outcomes?

Disclaimer - This draft agenda is provided for informational purposes only and may be subject to change at any time without notice.

#### HOTEL INFORMATION:

Arrowwood Lodge at Brainard Lakes-Baxter

6967 Lake Forest Road / Baxter, MN 56425 / 877-687-5634 / info@arrowwoodbrainerd.com / ArrowwoodBrainerd.com

A block of rooms (\$98/night + tax) has been reserved under <u>MAWA/SWCD Managers Meeting</u>. **Reservation need to be made by August 30th, 2023**. After this date any unused rooms will be released to the general public. Any rooms you choose to hold beyond the release date will be your responsibility.



#### **Administrator Report**

August 24, 2023

**Red River Watershed Management Board:** I attended the RRWMB meeting held in Ada on August 15, 2023.

**Upper Lower Red Lake 1W1P:** Staff member Corey Hanson participated in the Public Kick Off meeting in Kelliher, MN on August 15<sup>th</sup> and the Advisory Committee meeting on August 22<sup>nd</sup>.

**Clearwater River 1W1P:** Staff member Corey Hanson and I participated in the Clearwater River 1W1P Planning Work Group meeting on August 16<sup>th</sup>.

**FEMA:** Paul Zavoral/Higher Ground will be wrapping up FEMA repairs on Ditch 16, RLWD Project No. 177. Brault Construction has started repairs on Ditch 15, RLWD Project No. 175, once completed Brault will begin the repairs Polk County Ditch 63 Improvement, RLWD Project No. 134.

**State Ditch 83:** District staff is currently working on the removal of sediment from SD 83 and a beaver dam. Staff have also found work to be completed on the Liedberg property adjoining the ditch system.

Energy Environmental Review and Analysis (EERA) Vegetation Management Survey Results: Just a reminder that I emailed out the EERA Vegetation Management Survey Results to the Board on August 21, 2023. If you would like a hard copy of the report, please speak to Melissa.

Thief River Falls Westside, RLWD Project No. 178: Staff member Erick Huseth will be completing minor repairs on the ditch slope of the Thief River Falls Westside Project.

**Staff Gages:** District staff have been installing new staff gages at various sites throughout the District.

MN Association of Drainage Inspectors: Last week, Staff member Erick Huseth attended the MN Association of Drainage Inspectors conference in St. Cloud, MN.

**Miller Dam:** Staff member Tony Olson will be meeting with a contractor regarding repairs to the Miller Dam on August 25<sup>th</sup>.

**Agassiz National Wildlife Refuge Climate Adaption Workshop:** I will be participating in this workshop sponsored by the USFWS, beginning with a tour of Agassiz on Tuesday. This will be helpful for me to understand how Agassiz NWR functions.

DEC 2022 - JAN 2023

# Vegetation Management Survey Results

Energy Environmental Review and Analysis, Minnesota Department of Commerce

### In partnership with

Minnesota Department of Natural Resources Minnesota Board of Soil and Water Resources Minnesota Pollution Control Agency Minnesota Department of Agriculture

