

RED LAKE WATERSHED DISTRICT

September 24, 2026

9:00 a.m.

Agenda

9:00 am	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	September 10, 2026 Minutes	Action
	Financial Report as of September 23, 2026	Action
	Clearwater River Bank Stabilization, RLWD Project No. 149B Pay Estimate No. 2	Info/Action
	2026 Thief River Bank Stabilization Sites, RLWD Project No. 149A Thief River 1W1P, Rodahl/Lunke Easement	Info/Action
	Brule Project, RLWD Project No. 149, Red Lake River 1W1P	Information
	North Cormorant Streambank Project, RLWD Project No. 149C Upper Red Lake 1W1P	Information
	TRF Westside FDR Project No. 178	Information
	Improvement to JD1, RLWD Project No. 184 Landowner Meeting: October 7, 2026, 5:00 pm	Information
	Turtle Connection Cross Lakes, RLWD Project No. 114	Information
	Mud River, RLWD Project No. 180C	Information
	Burnham Creek Channel, RLWD Project No. 43B – Quotes	Info/Action
	RLWD Project No. 179, Improvement to Polk County Ditch 39 Addendum/Easements	Info/Action
	Ditch System Contribution to Bank Stabilization Projects: Thief River, Clearwater River, and Lost River	Info/Action
	USACOE Draft Minnesota Mitigation Guidelines RRWMB Comments	Information
	RLWD permit no. 26118: Terrebonne 6, Red Lake County	Info/Action

Permits: 26111-26117 and 26119-26123	Action
Administrator's Report	Information
Legal Counsel Update	Information
Managers' Updates	Information
Adjourn	Action

UPCOMING MEETINGS:

September 24, 2026	RLWD Board Meeting, 9:00 am
October 7, 2026	JD 1 Landowner Meeting, Aaron Chervestad Shop, 5:00 pm
October 8, 2026	RLWD Board Meeting, 9:00 am
October 20, 2026	RRWMB Meeting, 10:00 am, Ada
October 22, 2026	RLWD Board Meeting, 9:00 am
October 28, 2026	Clearwater 1W1P Policy Committee Meeting, 9:00 am

RED LAKE WATERSHED DISTRICT
Board of Managers Minutes
September 10, 2026

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

Managers Present: Gene Tiedemann, Tom Anderson, Brian Dwight, Terry Sorenson, LeRoy Ose, and Al Page. Manager Absent: Grant Nelson. Staff Present: Melissa Bushy, Elaine Rychlock, Corey Hanson and Lindsey Deselich. Staff Absent: Tammy Audette and Legal Counsel, Delray Sparby.

The Board reviewed the agenda. A motion was made by Sorenson, seconded by Page, and passed by a unanimous vote that the Board approve the agenda, with additions as noted. Motion carried.

The Board reviewed the August 27, 2026, Board meeting minutes. Motion by Anderson, seconded by Sorenson, to approve the August 27, 2026, Board meeting minutes. Motion carried.

The Board reviewed the Financial Report dated September 9, 2026. Motion by Sorenson, seconded by Anderson, to approve the Financial Report dated September 9, 2026. Motion carried.

Manager Dwight discussed helping Hines Township in Beltrami County financially with the beaver issues they are having. Dwight went to the Hines Township meeting held on September 9, 2026. There is a major beaver dam between the road and the lake at Beaver Creek/Blackduck Lake. It is impacting the township road. After much discussion, a motion was made by Sorenson, seconded by Page, to investigate further and get cost information. Motion carried.

The Board reviewed Pay Estimate No. 1 for the Clearwater River Bank Stabilization, Project, RLWD Project No. 149B, in the amount of \$147,704.10, to Anderson Excavating. Motion by Ose, seconded by Page, to approve Pay Estimate No. 1 for the Clearwater River Bank Stabilization Project, RLWD Project No. 149B, to Anderson Excavating. Motion carried.

The Board was informed that the Pennington County SWCD was awarded the grant which will cover three weeks of tree planting at our various bank stabilization projects throughout our area.

The Board reviewed Pay Estimate No. 2 for the Thief River Streambank Stabilization Project - 2026 Sites, RLWD Project No. 149A, in the amount of \$129,826.05, to Northern Harbor LLC. Motion by Ose, seconded by Sorenson to approve Pay Estimate No. 1 for the Thief River Streambank Stabilization Project - 2026 Sites, RLWD Project No. 149A, to Northern Harbor LLC. Motion carried.

Tony Nordby, Houston Engineering, discussed permitting on the Brule Bank Stabilization, RLWD Project No. 149. After discussion amongst the Board, the consensus was to move forward with the permitting process for the project.

Staff member, Corey Hanson, reviewed the recent article by the Board of Water and Soil Resources about the Clearwater River Bank Stabilization, RLWD Project No. 149B. Hanson also shared a video with the Board highlighting this project.

Staff member, Corey Hanson, shared that the Red Lake River 1W1P Comprehensive Watershed Management Plan was approved by the BWSR board on August 27. Moving forward we will use the updated Plan. Hanson shared a copy of the approval letter from the BWSR Board as well as a copy of the Board order.

RLWD permit no. 26105 was discussed. This is an after-the-fact permit. The proposed work is in Section 12, Godfrey Township, in Polk County. Motion by Sorenson, seconded by Page, to approve RLWD permit no. 26105. Motion carried.

The Board reviewed the following permits for approval. Motion by Ose, seconded by Anderson, to approve the following permits with conditions stated on the permit: No. 26082, MnDOT, Poplar River Township, Red Lake County; No. 26083, MnDOT, Andover Township, Polk County; No. 26100, MnDOT, Godfrey Township, Polk County; No. 26102, David Thompson, Sullivan Township, Polk County; No. 26103, David Thompson, Sullivan Township, Polk County; No. 26104, Beltrami County Highway Dept., Kelliher Township, Beltrami County; No. 26107, Brian Vathauer, Lake Pleasant Township, Red Lake County; No. 26108, MnDOT, Gully Township, Polk County; and No. 26109, MnDOT, Alaska Township, Beltrami County.

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

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report as of September 24, 2026

Ck#	Check Issued to:	Description	Amount
online	EFTPS/MN Withholding	Withholding FICA, Fed, Medi, & MN Tax (9/9/26 pp)	\$7,028.68
online	PERA	pp 9/9/26	\$3,340.31
online	EFTPS/MN Withholding	Withholding FICA, Fed, Medi, & MN Tax (9/23/26 pp)	\$6,398.83
online	PERA	pp 9/23/26	\$3,361.25
42422	VOID		\$0.00
42423	Northern Harbor	Pay Est. #2 Thief River Stab. (board appr. 9/10/26)	\$129,826.05
42424	Quality Spray Foam	Pay Est. #1 Clearwater River (board appr. 9/10/26)	\$147,704.10
42425	MN BWSR	Registration Fee for '26 BSWR Academy (Lindsey)	\$190.00
42426	Polk County Recorder	(1) Easement fee for TCC #114	\$46.00
42427	Daniel Haak	PWT Mileage Mud River Meeting #180C	\$53.20
42428	David Myhrer	PWT Mileage Mud River Meeting #180C	\$21.28
42429	Digi-Key	AA Batteries for Office	\$23.36
42430	Farmers Independent	Ad for 2027 General Fund Hearing	\$119.48
42431	Houston	***see details below	\$15,208.50
42432	Kelly Dahlen	Mowing & Inspection Hours - Good Lake #067	\$13,658.00
42433	Kristie Huseh	Office Cleaning	\$542.50
42434	L & M Supply	PVC slip & hose clamp	\$27.95
42435	LP Contracting	Ditch Clearing N of Clearbrook - Project #49 JD No. 2	\$9,920.00
42436	Lyle Nelson	PWT Mileage Mud River Meeting #180C	\$60.80
42437	Marco	Monthly Telephone	\$368.09
42438	Marshall County SWCD	***see details below	\$13,333.42
42439	Melissa Bushy	Mileage to GF - Supplies for River Watch Event	\$87.40
42440	Mike Illies	Gophers Project # 113 & 41A	\$100.00
42441	Northland Fire Protection	Annual Inspection	\$627.50
42442	Pennington SWCD	***see details below	\$24,796.88
42443	Pomp's	Tires on Tony's truck	\$470.68
42444	RMB	Lab Analysis & Courier Fees	\$5,128.00
42445	Tammy Audette	Mileage	\$107.92
42446	Tyler Haman	Beaver Removal Project #35 Pine Lake	\$599.00
42447	Winter Recreation Technologies	Annual Service Fee Lakescout Buoy #35 Pine Lake	\$200.00
42449	Bredeson Office Supply	King Sharpie Markers	\$22.95
42450	Andy Oslund	PWT Mileage Mud River #180C	\$60.80
online	NCPERS	Staff Life Insurance	\$128.00
online	Delta Dental	Staff Dental Insurance	\$631.22
online	WEX	Medical Care Reimbursement	\$130.99
online	MSRS/Voya	Staff Health Care Plan & Board Contribution	\$2,451.33
online	City of TRF	Utilities	\$567.78
online	WEX	Medical Care Reimbursement	\$165.00
online	Corporate Technologies	Fee for setting up new tablet	\$247.50
online	Les's Sanitation	Garbage Services	\$36.46

online	WEX	Medical Care Reimbursement	\$420.00
online	Sunlife	Staff Life Insurance	\$144.64
online	Intuit	Erick Madi Per Diem	\$75.00
online	Intuit Quickbook	monthly fee	\$636.00
online	MSRS Voya	Employee Health Care Savings Contribution	\$454.04
online	Minnesota Energy	Utilities	\$20.00
direct	HSA Contribution	VOYA Contribution minus tax \$230.88 x 8	\$1,847.04
direct	Tom Anderson	Mileage	\$267.52
direct	Lindsey Deselich	River Watch Per Diem	\$32.52
direct	Board & Staff Payroll	pp (9/23/26)	\$17,930.96
	Total Checks		\$409,618.93

***Houston	Clearwater River Channel Stab.	\$1,348.50
	SD #83 T&E Services	\$1,082.00
	Thief River FDR T&E Services	\$9,293.00
	Brule Streambank Stab. T&E	\$2,255.50
	GIS 2026 Update Maps for Website	<u>\$1,229.50</u>
		\$15,208.50

***Marshall	Thief River 1W1P 24 Grant Admin T&E	
SWCD	(Structural Ag Practices for Side Water Inlets Rodahl & Geatz)	<u>\$13,333.42</u>
		\$13,333.42

**Penn	Red Lake River 1W1P #149	\$13,572.00
SWCD	Thief River Admin 1W1P #149A	\$1,672.64
	Red Lake River 1W1P #149	\$8,148.48
	Clearwater Admin 1W1P #149B	\$277.62
	Red Lake River 1W1P Midpoint	<u>\$1,126.14</u>
		\$24,796.88

NSB	Balance as of September 10, 2026	\$259,341.76
TRF	Total Checks Written	-\$409,618.93
	Receipt #12560	Transfer From American Federal for Pay Estimates
	Receipt #12561	Pennington County In Lieu Funds
	Receipt #12562	Intuit Credit R100012512030
	Receipt #12563	Marshall County Con Con
	Receipt #12564	Red River MGMT Board - FY26 Mud River #180C
	Receipt #12565	Red River MGMT Board - FY26 SD 83 #181
	Receipt #12566	Red River MGMT Board - FY26 TCC #114
	Receipt #12567	State of MN - Multi Purpose Drainage Grant 50% #179
	Receipt #12568	Pennington County 1st 1/2 Riparian 2026
	Balance as of September 24, 2026	Current interest rate is 2.75%
		\$557,612.56

<u>American</u>	Balance as of September 10, 2026		\$4,426,755.18
<u>Federal</u>	Receipt #12560	Transfer of Funds to NSB for Pay Estimates	-\$400,000.00
<u>Fosston</u>	Balance as of September 24, 2026	Current interest rate is 3.3%	\$4,026,755.18
<u>CD's</u>	Dakota Heritage	7 month CD 3.89% Expiry 11-12-26	<u>\$ 500,000.00</u>
	Ultima Bank	3 month CD 4.06% Expiry 11-20-26	<u>\$ 500,000.00</u>
	Ultima Bank	6 month CD 4.0% Expiry 11-29-26	<u>\$ 237,000.00</u>
	Dakota Heritage	12 month CD 4.04% Expiry 2-11-27	<u>\$ 250,000.00</u>
	Ultima Bank	12 month CD 3.75% Expiry 2-27-27	<u>\$ 500,000.00</u>
	Dakota Heritage	12 month CD 4.04% Expiry 3-4-27	<u>\$ 500,000.00</u>
	Dakota Heritage	12 month CD 4.04% Expiry 3-4-27	<u>\$ 250,000.00</u>
	Dakota Heritage	12 month CD 4.04% Expiry 5-06-27	<u>\$ 500,000.00</u>
	Ultima Bank	9 month CD 4.06% Expiry 5-20-27	<u>\$ 500,000.00</u>
	Edward Jones	12 month CD 4.05% Expiry 6-23-27	<u>\$ 239,000.00</u>
	Dakota Heritage	12 month CD 4.14% Expiry 8-19-27	<u>\$ 250,000.00</u>
	Total CD Investments		\$4,226,000.00

	NSB, AFB +CD's	\$8,810,367.74
	Cash that has been recvd and earmarked for projects: (taken from remaining balance on financials)	
10% pmt coming - no reconciliation needed	2023 Grant Clearwater 1W1P Project #149B	-\$136,475.20
	2024 Grant Red Lake River 1W1P Project #149	-\$82,074.13
	2024 Grant Thief River 1W1P Project #149A	\$7,866.56
	2025 Grant Clearwater 1W1P Project #149B	\$665,569.57
	2024 CRP Payment Red Lake 1W1P	\$2,132.00
	2025 CRP Payment Red Lake 1W1P	\$100,000.00
	2026 Grant Red Lake River 1W1P Project #149	\$856,311.50
	2026 Grant Thief River 1W1P Project #149A	\$352,474.00
	2026 MIDPOINT Red Lake River Project #149	\$10,000.00
	2025 MIDPOINT Thief River Project #149A	\$21,809.15
		\$1,797,613.45
	Payables committed to by board action:	
	City of Grygla	\$12,500.00
	Mud River 180C	\$500,000.00
		\$512,500.00
	Total accessible cash (Est.)	\$6,500,254.29

Quality Spray Foam LLC/dba Anderson Excavating
11374 215th St. NW
Thief River Falls, MN 56701



Client Project No.
HEI Project No. 3655-0105
Project: Clearwater River Stabilization
Location: Sections 22 & 27, Greenwood Twp. Clearwater County, MN
Contractor: Quality Spray Foam LLC/dba Anderson Excavating

PAY ESTIMATE

PAY ESTIMATE #:	2
SUBMITTED:	9/24/2026
BEGIN DATE:	9/5/2026
END DATE:	9/22/2026

ITEM NO.	DESCRIPTION	UNIT	CONTRACT			CURRENT PAY ESTIMATE		PREVIOUS PAY ESTIMATES		PAY ESTIMATES TO DATE	
			QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Original Contract Items											
2021.501	MOBILIZATION	LUMP SUM	1.	\$ 70,000.00	\$ 70,000.00	0.29	\$ 20,300.00	0.355	\$ 24,850.00	0.645	\$ 45,150.00
2501.501	MAINT AND RESTORATION OF HAUL ROADS	LUMP SUM	1.	\$ 25,000.00	\$ 25,000.00	0.18	\$ 4,500.00	0.24	\$ 6,000.00	0.42	\$ 10,500.00
2101.501	CLEARING AND GRUBBING	LUMP SUM	1.	\$ 40,000.00	\$ 40,000.00	0.28	\$ 11,200.00	0.3	\$ 12,000.00	0.58	\$ 23,200.00
2104.604	SALVAGE RIPRAP SPECIAL	S.Y.	58.	\$ 100.00	\$ 5,800.00		\$ -		\$ -		\$ -
2106.507	EXCAVATION - COMMON (P)	C.Y.	12,148.	\$ 9.00	\$ 109,332.00	4,224.	\$ 38,016.00	2,597.	\$ 23,373.00	6,821.	\$ 61,389.00
2511.507	RANDOM RIPRAP CLASS I	C.Y.	259.	\$ 81.43	\$ 21,090.37	42.	\$ 3,420.06		\$ -	42.	\$ 3,420.06
2511.507	RANDOM RIPRAP CLASS II	C.Y.	400.	\$ 88.60	\$ 35,440.00		\$ -		\$ -		\$ -
2511.507	RANDOM RIPRAP CLASS III	C.Y.	1,829.	\$ 97.00	\$ 177,413.00	191.	\$ 18,527.00		\$ -	191.	\$ 18,527.00
2511.507	GRANULAR FILTER MODIFIED	C.Y.	586.	\$ 99.16	\$ 58,107.76		\$ -		\$ -		\$ -
2511.601	ROCK WEIR (36" TO 60" DIAMETER BOULDERS)	LIN. FT.	308.	\$ 70.00	\$ 21,560.00		\$ -		\$ -		\$ -
2511.601	ROCK BOULDERS (36" TO 60" DIAMETER BOULDERS)	EACH	14.	\$ 200.00	\$ 2,800.00		\$ -		\$ -		\$ -
2573.503	FLOATATION SILT CURTAIN TYPE MOVING WATER	LIN. FT.	2,620.	\$ 20.00	\$ 52,400.00	955.	\$ 19,100.00	525.	\$ 10,500.00	1,480.	\$ 29,600.00
2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN. FT.	2,680.	\$ 4.00	\$ 10,720.00		\$ -		\$ -		\$ -
2573.601	TEMPORARY STREAM CROSSING	LUMP SUM	1.	\$ 15,000.00	\$ 15,000.00	0.5	\$ 7,500.00	0.25	\$ 3,750.00	0.75	\$ 11,250.00
2574.508	FERTILIZER TYPE 3	POUND	500.	\$ 1.00	\$ 500.00		\$ -		\$ -		\$ -
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S.Y.	12,379.	\$ 3.00	\$ 37,137.00		\$ -		\$ -		\$ -
2575.505	SEEDING	ACRE	2.5	\$ 2,500.00	\$ 6,250.00		\$ -		\$ -		\$ -
2575.608	SEED NORTHEAST ROADSIDE (NER)	POUND	65.	\$ 15.00	\$ 975.00		\$ -		\$ -		\$ -
2577.601	TOE - WOOD DEBRIS	C.Y.	2,732.	\$ 65.00	\$ 177,580.00	1,149.	\$ 74,685.00	977.	\$ 63,505.00	2,126.	\$ 138,190.00
2577.601	SOD MAT	S.Y.	1,224.	\$ 25.00	\$ 30,600.00	460.	\$ 11,500.00	460.	\$ 11,500.00	920.	\$ 23,000.00
Totals											
Original Contract Amount					\$ 897,705.13						
Extra / Change Order Amount					\$ -						
Work Completed							\$ 208,748.06		\$ 155,478.00		\$ 364,226.06

Untitled Map

Write a description for your map.

Legend

-  Crop Area
-  Feature 1
-  Rodahl Site

Rodahl Site

Thief River

260th St NE

170th Ave NE

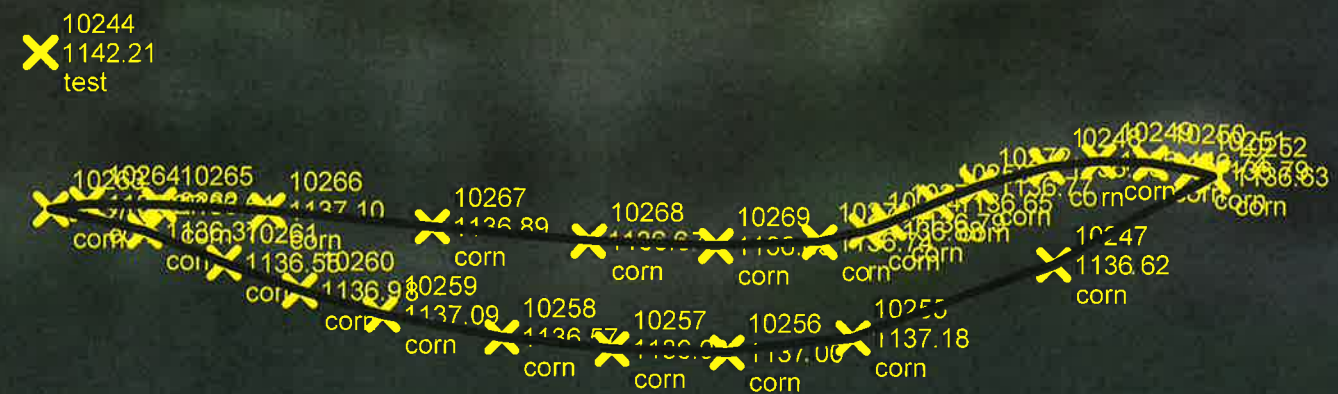
Google Earth

Image © 2026 Airbus



1000 ft

.587 acre would potentially be damaged













Red Lake Watershed District
1000 Pennington Ave South, Thief River Falls, MN 56701
Phone (218) 681-5800

TEMPORARY CONSTRUCTION EASEMENT RELEASE FORM
RIGHT OF ENTRY CONSENT

RENTER: Brad Lunke

The undersigned renter/operators hereby grant permission to the Red Lake Watershed District (RLWD) and/or its agents, employees, contractors, and assigns to access the Thief River Streambank Stabilization Project (Project) corridor along property located in Section 7, Adgar Township, Marshall County for the purpose of approximately 950' wide strip temporary construction easement as set forth in the attached Exhibit. This easement is necessary to complete construction and temporarily store construction materials. This agreement will be in effect at the time this agreement is signed and shall terminate at the earliest completion of the Project before _____.

This permission includes RLWD's right-to-access the subject's real property for the purposes stated above. Please include any special instructions or concerns in the comments section provided herein. RLWD shall be responsible for restoring the landscape to its pre-project condition following completion of the Project; Landowner hereby releases RLWD, its agents, employees, contractors, and assigns from any and all claims for damages that Landowner may sustain or incur now or in the future as a direct or indirect result of the Project; and Landowner hereby waives any right of claim they may have, now or in the future against RLWD, its agents, employees, contractors, and assigns as a result of any such damage that may result from the construction of the Project.

The renter will be compensated for .587 acres at \$_____/acre totaling \$_____ for crop damages.

Brad Lunke, Renter/Operator

Date: _____

Tammy Audette, Administrator
Red Lake Watershed District

Date: _____

Comments: If crop damage exceeds the estimated acreage additional compensation will be made. Acreage amount will be determined in the field by RLWD staff.

Nistler North Cormorant River Streambank Stabilization Project

47.907174, -94.554256

Project 149C, Upper/Lower Red Lakes One Watershed One Plan and Watershed-Based Implementation Funding

This streambank erosion problem was identified using LiDAR analysis for the Upper/Lower Red Lakes Watershed. Lance and Natalie Nistler are the landowners and they are on board with a range of solutions including rock, sloping, and/or toe-wood sod mat. The most evident erosion is approximately 80-feet in length, but there are signs of bank failure beyond the treeless section to a total length of about 100 feet. There is a property line a little past the 100-foot mark, as well. The bank is approximately 8 feet high. There appeared to be signs of cracking in the lawn above the crest of the bank, indicating potential for additional bank failure. The Nistlers have lived there for 10 years and estimate that they've lost about 4 feet of bank, especially during flooding events when the water reaches the top of the bank. An estimate of the erosion rate between 2013 and 2025 is 29.2 tons/year sediment and 33.5 pounds/year phosphorus. Those numbers are small relative to projects on larger rivers, but they can be more impactful on a smaller river like this.





The Nistler home is a little under a half mile west along Jerome Place NE road, west of Coral Rd NE (CSAH 36). Jerome Place NE road is 2 miles north of the “Busy Corner,” which is the local reference to the intersection of Highways 1 and 72 (4-way stop). The location of the bank is about 5.4 miles SW of Kelliher and 11.6 miles north of Blackduck.

Watershed-based implementation funding can be used to develop the project. The ULRL 1W1P Policy Committee will decide on the cost-share percentage that will be required for construction.



Outlook

RE: Red Lake Watershed District / Tango TNE, LLC - Release

From Behrens, Roger F (MMB) <Roger.Behrens@state.mn.us>

Date Fri 9/18/2026 9:40 AM

To Quinby, Aaron <aquinby@spencerfane.com>; Tammy Audette <tammy.audette@redlakewatershed.org>; John Kolb <JKolb@rinkenoonan.com>; Delray Sparby <dsparby@mncable.net>

Cc Julie Fincher <JFincher@rinkenoonan.com>; Schumann, Robert <rschumann@spencerfane.com>; Brianne Hilde <brianne@thetitlecompany.com>; John Oncken <JOncken@truenorthequipment.com>; Frannie Schlossman <frannie@thetitlecompany.com>; Kaufman, Jena <jkaufman@spencerfane.com>; Bauman, Matthew (DNR) <matthew.bauman@state.mn.us>

 2 attachments (1 MB)

Carlson Checklist signed.pdf; Tango Checklist signed.pdf;

All:

Please find our signed checklists that retroactively approve the sale of the this bond financed property to Tango TNE, LLC and the Carlson Trust.

When I receive the signed consent to release from the DNR, I will attach my commissioner's consent to it and will mail it to Tammy Audette. I am told it may take the DNR a few weeks to procure their commissioner's signature.

I want to emphasize that this cannot happen again. All sales of bond financed property must be approved by my commissioner and the proceeds of the sale **MUST, absolutely must**, be returned to the state. Anything less violates state and federal tax law with drastic consequences for the state's abilities to fund projects like this in the future. Please please please please follow the protocols next time. We want to make sure that projects like this (and all infrastructure projects) are able to get funding in the future. Thank you.

Roger Behrens

Capital Bonding Coordinator | Debt Management Division
Minnesota Management and Budget
651-201-8131

Minnesota Management and Budget

658 Cedar Street, Saint Paul, MN 55155
mn.gov/mmb



G. O. Compliance Checklist for

SALE OF G.O. BOND FINANCED PROPERTY

Project Name: Thief River Falls Westside FAR
Identity of Public Entity/Seller: Red Lake Watershed District
Identity of Purchaser: Pete C Carlson & Debra M. Carlson Trust
Is the Purchaser a Minnesota political subdivision? Yes ☐ No ☒
Address of Property: Parcel in NW 1/4 of 32-154-43 2.90 acres
Pennington County, MN
Sale Price: \$10,150⁰⁰
Amount of Original State Grant(s): \$1,740,000⁰⁰
Other Financing: Description and status of other financing used in conjunction with the acquisition, construction, and/or betterment of the Property:

Identity of Lender	Original Amount of Financing	Current Outstanding Balance
	\$	\$
	\$	\$
	\$	\$

The following definitions apply for the purpose of this checklist:

Commissioner - means the Commissioner of Minnesota Management and Budget.

Commissioner's Order - means the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property", dated July 30, 2012.

Department - means Minnesota Management and Budget.

GO Compliance Bill - means Minn. Stat. § 16A.695.

Property - means the real property and structures that are to be sold by the Public Entity/Seller.

Public Entity/Seller - means the public entity which owns and wants to sell the Property.

**Requirements Imposed by the
GO Compliance Bill
and the
Commissioner's Order**

The following sets forth the requirements that must be satisfied before any property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds can be sold. The following questions (i.e., requirements) must be answered "Yes" in order for the proposed sale to comply with all of the requirements under the GO Compliance Bill and the Commissioner's Order.

I. STATUTORY AUTHORITY FOR THE SALE

Property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds may only be sold if the Public Entity/Seller has specific statutory authority (other than Minn. Stat. § 16A.695) for such sale, and the sale complies with all of the substantive and procedural provisions contained in such authorizing statute.

(See Minn. Stat. § 16A.695 Subd. 3 and Commissioner's Order § 5.01)

Are both of the following two provisions satisfied (i.e. both of the following two questions must be answered "Yes")?

Yes X
No

- (i) Does the Public/Entity have specific statutory authority, other than Minn. Stat. § 16A.695, to sell the Property? Yes X
No

* State statute that grants such authority - Minn. Stat. § 103A.335 sub 11

- (ii) Does the proposed sale of the Property comply with all of the substantive and procedural provisions contained in the statute which authorizes the Public Entity/Seller to sell the Property (the statute cited in the immediately preceding question)? Yes X
No

II. OFFICIAL ACTIONS

Prior to the sale of property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds, the Public Entity/Seller must determine by some form of official action that such property is no longer usable or needed to carry out the governmental purpose for which it was originally acquired, constructed, or bettered, and if such property is to be transferred to a public official or public agency, then such public official or public agency must determine by some form of official action that it needs such property for one of its governmental programs.

(See Minn. Stat. § 16A.695 Subd. 3 and §§ 5.02(a) and 5.02(d) of the Commissioner's Order)

*Resolution
Approving
Conveyance*

Has the Public Entity/Seller, and, if applicable, Public Entity/Purchaser, supplied the Department with such official action(s)?

Yes X
No

NOTE: A copy of such official action(s) must be attached to this checklist.

Does the form of official action supplied by the Public Entity/Seller contain a determination by the Public Entity/Seller that the Property is no longer usable or needed to carry out the governmental purpose for which it was originally acquired, constructed, or bettered?

Yes X
No

If applicable, does the form of official action supplied by the Public Entity/Purchaser contain a determination by the Public Entity/Purchaser that it needs the Property for one of its governmental programs?

Yes
No
N/A* X

III. SALE PRICE

Property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds which is sold to a entity other than a Minnesota public subdivision must be sold at fair market value, which is established by either an appraisal or by way of a public bid procedure.
(See Minn. Stat. §§ 16A.695 Subds. 1(d) and 3 and Commissioner's Order §§ 2.06 and 5.02(a))

Is one of the following three provisions satisfied (one of the following three questions must be answered "Yes")?

Yes X
No

(i) Was the sale price for the Property established by an appraisal conducted by a licensed appraiser? Yes
No X

NOTE: Please attach a copy of the appraisal to this checklist. N/A*

(ii) Is the Property to be sold by way of a public bid procedure? Yes X
No
N/A*

(iii) Is the Property to be sold to a Minnesota political subdivision? Yes
No X
N/A*

SUMMARY

Have all of the above delineated provisions relating to the sale of the Property been complied with (i.e. have all applicable questions been answered "Yes")?

Yes X
No

**Submittal of Proposed Sale to the
Commissioner for Approval**

In addition to the requirements contained hereinabove, the GO Compliance Bill and the Commissioner's Order require that all sales of property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds be submitted to the Commissioner for his/her review and approval (see Minn. Stat. § 16A.695 Subd. 3 and Commissioner's Order §§ 5.02 and 5.03(a)). In order to implement such requirement, the following information must be submitted to the Commissioner not less than 60 days before the Public Entity/Seller proposes to execute a purchase agreement for the sale of the Property (see Commissioner's Order § 5.03(b)):

Have all the following documents and information been supplied to the Department for its review? Yes ☐
No ☒

- | | |
|--|---|
| 1. A copy of the proposed purchase agreement. | Yes ☐
No ☒
N/A* ☐ |
| 2. Citation of the state statute which authorizes the Public Entity/Seller to sell the Property. | Yes ☒
No ☐ |
| 3. If known, the name, address, and description of the purchaser of the Property. | Yes ☒
No ☐ |
| 4. A description of the proposed method of sale (negotiated sale, public bid process, etc.). | Yes ☒
No ☐ |
| 5. The sales price and how it was or will be determined. | Yes ☒
No ☐ |
| 6. Copies of any and all appraisals upon which the sale price of the Property is or will be based. | Yes ☐
No ☒
N/A* ☐ |
| 7. Any and all other information relevant to the sale, or which the Public Entity/Seller believes will be helpful to the Commissioner. | Yes ☒
No ☐
N/A* ☐ |

* "N/A" means not applicable.

Preparation of Checklist

This requirements imposed by the G.O. Compliance Checklist for the Sale of G.O. Property was prepared by and is submitted to the Commissioner by the Public Entity, and by preparing and submitting this checklist to the Commissioner, the Public Entity hereby certifies that the information contained in this checklist is true and correct and that it accurately reflects the terms and conditions of the referenced sale.

PUBLIC ENTITY

Signature:

Title:

Date:

Jimmy Audette
Administrative
8/19/26

FOR USE ONLY BY STATE OF MINNESOTA

This G.O. Compliance Checklist for Sale of G.O. Property was reviewed by the following individual:

Name

Signature

Title

Agency

Date

Roger
Behrens

Digitally signed
by Roger Behrens
Date: 2026.08.31
11:32:06 -05'00'

APPROVAL OF SALE OF G.O. PROPERTY BY COMMISSIONER

Based upon the information contained in this G.O. Compliance Checklist for Sale of G.O. Property and the certification by the Public Entity that the information contained in this checklist is true and correct and that it accurately reflects the terms and conditions of the referenced sale, the Commissioner consents to such sale of G.O. Property.

COMMISSIONER OF MINNESOTA MANAGEMENT AND BUDGET

By: Jennifer Hassemer
Assistant Commissioner

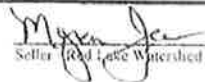
Digitally signed by Jennifer
Hassemer

Date: 2026.09.17 14:20:30 -05'00'

Date:

Name & Address of Buyer		Name & Address of Seller	
Pete C. Carlson and Debra M. Carlson Trust 15764 120th Avenue NE Chief River Falls, MN 56701		Red Lake Watershed District 1000 Pennington Avenue South Chief River Falls, MN 56701	
Property Location:	Settlement Agent Denny Sparby	Place of Settlement	Settlement Date
Parcel in NW1/4 of 32-154-41 Pennington County, MN 2.9 Acres		Denny Sparby & Hansie PA 312 Main Avenue North P.O. Box 574 Chief River Falls, MN 56701	6/28/2022

B. Summary of Seller's Transactions			
400. Gross Amount Due to Seller			
	401	Contract sales price	10,150.00
	402	Personal property	
	403		
	404		
	405		
	406		
	407		
	408		
	409		
	410		
	411		
	412		
	413		
	414		
Adjustments for items paid by seller in advance			
	415	City/town taxes	
	416	County taxes	
	417	Assessments	
	418		
	419		
	420		
	421		
	422. Gross Amount Due To Seller		10,150.00
500. Reductions in Amount Due To Seller			
	501	Existing loan(s) taken subject to	
	502	Payoff of first mortgage loan	
	503	Payoff of second mortgage loan	
504. Title Charges			
	505	Settlement or closing fee	400.00
	506	Update abstract	
	507	Title examination	
	508	Document preparation - WD and eCRV	165.00
	509	Attorney's fees	
	510		
	511		
	512		
513. Government Recording & Transfer Charges			
	514	Recording fees	
	515	State Deed Tax	13.50
Adjustments for items unpaid by seller:			
	517	City/town taxes	
	518	County taxes	
	519	Assessments	
	520		
	521		
	522		
	523		
	524		
	525. Total Reduction Amount Due Seller		598.50
600. Cash At Settlement To Seller			
	601	Gross amount due to Seller (line 422)	10,150.00
	602	Less reductions in amt. due Seller (line 525)	598.50
	603. Cash to Seller		9,551.50


 7-7-22
 Seller (Red Lake Watershed District) Date

Seller Date

Certificate of Real Estate Value Filed # 8122
No Delinquent Taxes and Transfer Entered

This 8th Day of July 2022

J. Hansen
Pennington County Auditor-Treasurer
By J. Hansen Deputy

OFFICE OF THE COUNTY RECORDER
PENNINGTON COUNTY, MINNESOTA

Recorded on July 8, 2022 at 9:00 AM

DOCUMENT NUMBER: 223356

Julie A. Hansen, County Recorder

Julie A. Hansen
RECORD ☒ COMPARE ☒ INDEX ☒ CANCEL ☒ TRACT ☒

Warranty Deed

Individual(s) to Trust

STATE DEED TAX HEREON: \$33.50

eCRV number: 1437199

Dated: July 6, 2022

FOR VALUABLE CONSIDERATION, The Red Lake Watershed District, a political subdivision under the laws of the State of Minnesota, Chapter 103D, Grantor, hereby conveys and warrants an undivided one-half interest to Pete C. Carlson and Debra M. Carlson as Trustees of the Pete C. Carlson Trust dated the 21st day of May, 2013 and an undivided one-half interest to Debra M. Carlson and Pete C. Carlson as Trustees of the Debra M. Carlson Trust dated the 21st day of May, 2013, Grantees, real property in Pennington County, Minnesota, described as follows:

That part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-two (32), Township One Hundred Fifty-four (154) North, Range Forty-three (43) West of the Fifth Principal Meridian, described as follows:

Commencing at a point on the easterly line of said Northwest Quarter, lying South 00 degrees 08 minutes 15 seconds East, a distance of 675 feet from the intersection of the said easterly line and the southerly 75 foot right-of-way line of Minnesota Trunk Highway No. 1; thence continuing South 00 degrees 08 minutes 15 seconds East, along said easterly line, a distance of 143.98 feet; thence North 89 degrees 20 minutes 00 seconds West, a distance 1024.08 feet; thence South 01 degree 14 minutes 44 seconds East, a distance of 150.00 feet to the point of beginning of that tract to be described herein; thence South 89 degrees 20 minutes 00 seconds East, a distance of 760.00 feet; thence South 51 degrees 34 minutes 30 seconds East, a distance of 130.00 feet; thence South 01 degree 18 minutes 14 seconds East, a distance of 58.00 feet; thence North 88 degrees 46 minutes 00 seconds West, a distance of 858.12 feet to the intersection of a line bearing South 01 degree 14 minutes 00 seconds East from said point of beginning; thence North 01 degree 14 minutes 00 seconds West, a distance of 166.14 feet point of beginning;

11.03219407
(7288)
107612011

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements, restrictions, and reservations of record.

Grantor certifies that Grantor does not know of any wells on the above described real property.

I hereby certify that the tax on the
within described Real Estate for the
year 2022 is paid.

J. Humpal
Pennington County Auditor-Treasurer
Pennington County, MN

DEED TAX PAID \$ 33.50
RECEIPT NO. 17297

J. Humpal
Pennington County Auditor-Treasurer

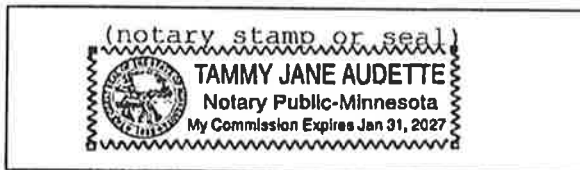
The Red Lake Watershed District

By: Dale M Nelson
Its President

By: LeRoy Ose
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF PENNINGTON)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Dale Nelson and LeRoy Ose, the President and Secretary of the Red Lake Watershed District, a political subdivision under the laws of the State of Minnesota, Chapter 103D, on behalf of the political subdivision, Grantor.



Tammy Audette

THIS INSTRUMENT WAS DRAFTED BY:

Delray Sparby
Ihle Sparby & Haase PA
312 Main Avenue North
Thief River Falls, MN 56701

Tax statements for the real property described in this instrument should be sent to:

Pete C. Carlson
Debra M. Carlson
15764 120th Avenue NE
Thief River Falls, MN 56701

**G. O. Compliance Checklist for
SALE OF G.O. BOND FINANCED PROPERTY**

Project Name: Thief River Falls Westside FDR
 Identity of Public Entity/Seller: Red Lake Watershed District
 Identity of Purchaser: Tango TNE, LLC
 Is the Purchaser a Minnesota political subdivision? Yes ☐ No ☒
 Address of Property: Parcel in NW 1/4 of 32-154-43 2.99 acres
Pennington Co., MN
 Sale Price: \$ 701,700.68
 Amount of Original State Grant(s): \$ 1,740,000.00
 Other Financing: Description and status of other financing used in conjunction with the acquisition, construction, and/or betterment of the Property:

Identity of Lender	Original Amount of Financing	Current Outstanding Balance
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

The following definitions apply for the purpose of this checklist:

Commissioner - means the Commissioner of Minnesota Management and Budget.

Commissioner's Order - means the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property", dated July 30, 2012.

Department - means Minnesota Management and Budget.

GO Compliance Bill - means Minn. Stat. § 16A.695.

Property - means the real property and structures that are to be sold by the Public Entity/Seller.

Public Entity/Seller - means the public entity which owns and wants to sell the Property.

**Requirements Imposed by the
GO Compliance Bill
and the
Commissioner's Order**

The following sets forth the requirements that must be satisfied before any property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds can be sold. The following questions (i.e., requirements) must be answered "Yes" in order for the proposed sale to comply with all of the requirements under the GO Compliance Bill and the Commissioner's Order.

I. STATUTORY AUTHORITY FOR THE SALE

Property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds may only be sold if the Public Entity/Seller has specific statutory authority (other than Minn. Stat. § 16A.695) for such sale, and the sale complies with all of the substantive and procedural provisions contained in such authorizing statute.

(See Minn. Stat. § 16A.695 Subd. 3 and Commissioner's Order § 5.01)

Are both of the following two provisions satisfied (i.e. both of the following two questions must be answered "Yes")?

Yes X
No

- (i) Does the Public/Entity have specific statutory authority, other than Minn. Stat. § 16A.695, to sell the Property? Yes X
No

* State statute that grants such authority - Minn. Stat. § 103D.335 Subd 11

- (ii) Does the proposed sale of the Property comply with all of the substantive and procedural provisions contained in the statute which authorizes the Public Entity/Seller to sell the Property (the statute cited in the immediately preceding question)? Yes X
No

II. OFFICIAL ACTIONS

Prior to the sale of property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds, the Public Entity/Seller must determine by some form of official action that such property is no longer usable or needed to carry out the governmental purpose for which it was originally acquired, constructed, or bettered, and if such property is to be transferred to a public official or public agency, then such public official or public agency must determine by some form of official action that it needs such property for one of its governmental programs.

(See Minn. Stat. § 16A.695 Subd. 3 and §§ 5.02(a) and 5.02(d) of the Commissioner's Order)

*Resolution
approving
conveyance*

Has the Public Entity/Seller, and, if applicable, Public Entity/Purchaser, supplied the Department with such official action(s)?

Yes X
No

NOTE: A copy of such official action(s) must be attached to this checklist.

Does the form of official action supplied by the Public Entity/Seller contain a determination by the Public Entity/Seller that the Property is no longer usable or needed to carry out the governmental purpose for which it was originally acquired, constructed, or bettered?

Yes ☒
No ☐

If applicable, does the form of official action supplied by the Public Entity/Purchaser contain a determination by the Public Entity/Purchaser that it needs the Property for one of its governmental programs?

Yes ☐
No ☐
N/A* ☒

III. SALE PRICE

Property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds which is sold to a entity other than a Minnesota public subdivision must be sold at fair market value, which is established by either an appraisal or by way of a public bid procedure. (See Minn. Stat. §§ 16A.695 Subds. 1(d) and 3 and Commissioner's Order §§ 2.06 and 5.02(a))

Is one of the following three provisions satisfied (one of the following three questions must be answered "Yes")?

Yes ☒
No ☐

(i) Was the sale price for the Property established by an appraisal conducted by a licensed appraiser? Yes ☐
No ☒
NOTE: Please attach a copy of the appraisal to this checklist. N/A* ☐

(ii) Is the Property to be sold by way of a public bid procedure? Yes ☒
No ☐
N/A* ☐

(iii) Is the Property to be sold to a Minnesota political subdivision? Yes ☐
No ☒
N/A* ☐

SUMMARY

Have all of the above delineated provisions relating to the sale of the Property been complied with (i.e. have all applicable questions been answered "Yes")?

Yes ☒
No ☐

**Submittal of Proposed Sale to the
Commissioner for Approval**

In addition to the requirements contained hereinabove, the GO Compliance Bill and the Commissioner's Order require that all sales of property acquired, constructed, or bettered, in whole or in part, with the proceeds of state general obligation bonds be submitted to the Commissioner for his/her review and approval (see Minn. Stat. § 16A.695 Subd. 3 and Commissioner's Order §§ 5.02 and 5.03(a)). In order to implement such requirement, the following information must be submitted to the Commissioner not less than 60 days before the Public Entity/Seller proposes to execute a purchase agreement for the sale of the Property (see Commissioner's Order § 5.03(b)):

Have all the following documents and information been supplied to the Department for its review?

Yes ☐
No ☒

- | | |
|--|---|
| 1. A copy of the proposed purchase agreement. | Yes ☒
No ☐
N/A* ☐ |
| 2. Citation of the state statute which authorizes the Public Entity/Seller to sell the Property. | Yes ☒
No ☐ |
| 3. If known, the name, address, and description of the purchaser of the Property. | Yes ☒
No ☐ |
| 4. A description of the proposed method of sale (negotiated sale, public bid process, etc.). | Yes ☒
No ☐ |
| 5. The sales price and how it was or will be determined. | Yes ☒
No ☐ |
| 6. Copies of any and all appraisals upon which the sale price of the Property is or will be based. | Yes ☐
No ☒
N/A* ☐ |
| 7. Any and all other information relevant to the sale, or which the Public Entity/Seller believes will be helpful to the Commissioner. | Yes ☒
No ☐
N/A* ☐ |

* "N/A" means not applicable.

Preparation of Checklist

This requirements imposed by the G.O. Compliance Checklist for the Sale of G.O. Property was prepared by and is submitted to the Commissioner by the Public Entity, and by preparing and submitting this checklist to the Commissioner, the Public Entity hereby certifies that the information contained in this checklist is true and correct and that it accurately reflects the terms and conditions of the referenced sale.

PUBLIC ENTITY

Signature: *Lammy Audette*

Title: Administrator

Date: 8/19/24

FOR USE ONLY BY STATE OF MINNESOTA

This G.O. Compliance Checklist for Sale of G.O. Property was reviewed by the following individual:

Name

Roger

Digitally signed

Signature

by Roger Behrens

Title

Date: 2026.08.31

Agency

Behrens

11:34:02 -05'00'

Date

APPROVAL OF SALE OF G.O. PROPERTY BY COMMISSIONER

Based upon the information contained in this G.O. Compliance Checklist for Sale of G.O. Property and the certification by the Public Entity that the information contained in this checklist is true and correct and that it accurately reflects the terms and conditions of the referenced sale, the Commissioner consents to such sale of G.O. Property.

COMMISSIONER OF MINNESOTA MANAGEMENT AND BUDGET

Jennifer

Digitally signed by Jennifer
Hassemer

By: Hassemer

Date: 2026.09.17 14:21:10 -05'00'

Assistant Commissioner

Date: _____

PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 14th day of March, 2022, by and between the Red lake Watershed District, a political subdivision under the laws of the State of Minnesota, ("Seller") and Tango TNE LLC, a Minnesota limited liability company, ("Buyer"), WITNESSETH:

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

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

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

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

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

This parcel contains approximately 5.88 Acres.

(hereafter "Property").

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

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

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

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

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

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

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

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

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

3.6. Seller shall provide a legal survey of the Real Property legal description to Buyer prior to closing. The legal survey shall be performed by a licensed surveyor in the State of Minnesota. Seller shall cover all costs related to said legal survey.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2. Certificate of Real Estate Value and supplemental schedule.

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

7.1. Seller shall pay all costs of obtaining, updating, and delivering a certified abstract to the Property or 40 year search, continued to date; Cost of purchase agreement; Cost of warranty deed; Cost of preparation of an ECRV; any State Deed tax related to said sale.

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

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

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

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

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

8. DAMAGE, DESTRUCTION, EMINENT DOMAIN.

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

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

9. ENVIRONMENTAL MATTERS.

9.1. To the Knowledge of the Seller:

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

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

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

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

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

Seller:

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

Buyer:

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

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

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

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

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

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

SELLER:

Red Lake Watershed District

By Its: President

BUYER:

Tango TNE LLC

By Its: Chief Manager





NORTHEAST CORNER OF NORTHWEST QUARTER

HWY 1 75' EASEMENT

CSAH 18' 120' EASEMENT

750.00'

S 00°08'15" E

Exhibit "A"

1026.24'

S 88°46'00" W

TWP. 154 N. - R. 43 W.

SEC. 32 NW $\frac{1}{4}$

5.88 ACRES

N 88°46'00" E

1021.46'

RED LAKE WATERSHED DISTRICT

1103219407 4.12 ACRES

N 88°46'00" E

1018.12'

249.96'

S 01°14'00" E

176.20'

S 01°14'00" E

N 00°08'15" W

250.00'

N 00°08'15" W

176.22'

Name & Address of Buyer:		Name & Address of Seller:	
Tango LNR LLC 4325 18th Avenue South Grand Forks, ND 58201		Red Lake Watershed District 1000 Pennington Avenue South Thief River Falls, MN 56701	
Property Location:	Settlement Agent	Place of Settlement	Settlement Date
Parcel in NW1/4 of 32-154-43 Pennington County, MN	Delroy Sparby	Thle Sparby & Haase PA 312 Main Avenue North P.O. Box 574 Thief River Falls, MN 56701	6/27/2022

B. Summary of Seller's Transactions

400. Gross Amount Due to Seller

401	Contract sales price	101,700.68
402	Personal property	
403		
404		
405		
406		
407		
408		
409		
410		
411		
412		
413		
414		
Adjustments for items paid by seller in advance		
415	City/town taxes	
416	County taxes	
417	Assessments	
418		
419		
420		
421		

422. Gross Amount Due To Seller

101,700.68

500. Reductions in Amount Due To Seller

501	Existing loan(s) taken subject to	
502	Payoff of first mortgage loan	
503	Payoff of second mortgage loan	
504. Title Charges		
505	Settlement or closing fee	100.00
506	Update abstract	
507	Title examination	
508	Document preparation - Pur. Agt., WD, eCRV	440.00
509	Attorney's fees	
510		
511		
512		
513. Government Recording & Transfer Charges		
514	Recording fees	
515	State Deed Tax	335.61

Adjustments for items unpaid by seller

517	City/town taxes	
518	County taxes	
519	Assessments	
520		
521	Earnest money paid directly to RLWD	2,000.00
522		
523		
524		

525. Total Reduction Amount Due Seller

3,175.61

600. Cash At Settlement To Seller

601	Gross amount due to Seller (line 422)	101,700.68
602	Less reductions in amt. due Seller (line 525)	3,175.61

603. Cash to Seller

98,525.07

Seller: Morgan De 6-28-22
Red Lake Watershed District Date

Seller

Date

OFFICE OF THE COUNTY RECORDER
PENNINGTON COUNTY, MINNESOTA

Recorded on June 30, 2022 at 8:30 AM

DOCUMENT NUMBER: 223312

Julie A. Hansen, County Recorder

Certificate of Real Estate Value Filed # 8113
No Delinquent Taxes and Transfer Entered

This 30th Day of June 2022

Blair Thompson
Pennington County Auditor-Treasurer

By Blair Thompson Deputy

Julie A. Hansen
RECORD ☒ COMPARE ☒ INDEX ☒ CANCEL ☒ TRACT ☒

Warranty Deed

Individual(s) to LLC

STATE DEED TAX HEREON: \$335.61

eCRV number: 1432446

Dated: June 9, 2022

DEED TAX PAID \$ 335.61
RECEIPT NO. 1180

Blair Thompson
Pennington County Auditor-Treasurer

FOR VALUABLE CONSIDERATION, The Red Lake Watershed District, a political subdivision under the laws of the State of Minnesota, Chapter 103D, Grantor, hereby conveys and warrants to Tango TNE, LLC, a Minnesota limited liability company, Grantee, real property in Pennington County, Minnesota, described as follows:

That part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-two (32), Township One Hundred Fifty-four (154) North, Range Forty-three (43) West of the Fifth Principal Meridian, described as follows:

Beginning at a point on the easterly line of said Northwest Quarter, lying South 00 degrees 08 minutes 15 seconds East, a distance of 675 feet from the intersection of the said easterly line and the southerly 75 foot right-of-way line of Minnesota Trunk Highway No. 1; thence continuing South 00 degrees 08 minutes 15 seconds East, along said easterly line, a distance of 143.98 feet; thence North 89 degrees 20 minutes 00 seconds West, a distance 1024.08 feet; thence North 01 degree 14 minutes 00 seconds West, a distance of 110.00 feet; thence North 88 degrees 46 minutes 00 seconds East, a distance of 1026.26 feet to the point of beginning;

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements, restrictions, and reservations of record.

Grantor certifies that Grantor does not know of any wells on the above described real property.

11.03219467
(Spec)

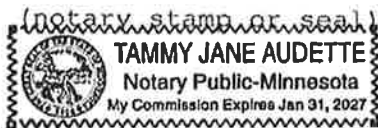
The Red Lake Watershed District

By: Dale Nelson
Its President

By: LeRoy Ose
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF PENNINGTON)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Dale Nelson and LeRoy Ose, the President and Secretary of the Red Lake Watershed District, a political subdivision under the laws of the State of Minnesota, Chapter 103D, on behalf of the political subdivision, Grantor.



Tammy Audette

THIS INSTRUMENT WAS DRAFTED BY:

Delray Sparby
Ihle Sparby & Haase PA
312 Main Avenue North
Thief River Falls, MN 56701

Tax statements for the real property described in this instrument should be sent to:

Tango TNE, LLC
~~1820 State Highway 1 NE~~
~~Thief River Falls, MN 56701~~
4325 18th Avenue South
Grand Forks, ND 58201

Burnham Creek Repairs-43B
2026

Brault Construction- Jeremy Brault					
Spec. No	Item Description	Units	Quantity	Unit Cost	Cost
2021.501	Mobilization	LS	1	\$ 200.00	\$ 200.00
2106.502	Common Excavation	CY	2186	\$ 4.75	\$ 10,383.50
2575.501	Turf Establishment	LS	1	\$ 800.00	\$ 800.00
					\$ 11,383.50

Lyle Wilkens Inc.- Lyle Wilkens					
Spec. No	Item Description	Units	Quantity	Unit Cost	Cost
2021.501	Mobilization	LS	1	\$ 500.00	\$ 500.00
2106.502	Common Excavation	CY	2186	\$ 4.50	\$ 9,837.00
2575.501	Turf Establishment	LS	1	\$ 1,000.00	\$ 1,000.00
					\$ 11,337.00

Higher Ground- Paul Zavoral					
Spec. No	Item Description	Units	Quantity	Unit Cost	Cost
2021.501	Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00
2106.502	Common Excavation	CY	2186	\$ 17.38	\$ 37,992.68
2575.501	Turf Establishment	LS	1	\$ 9,000.00	\$ 9,000.00
					\$ 49,492.68

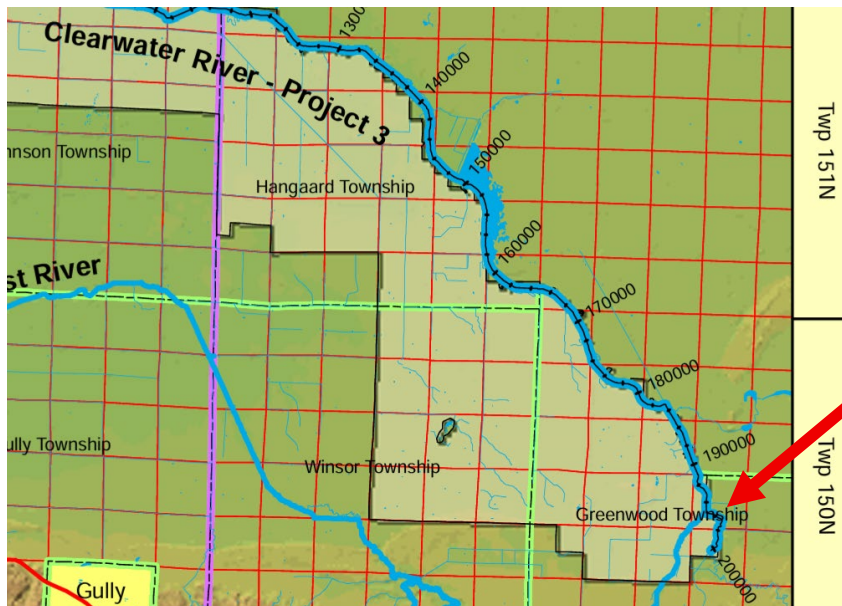
Ryan's Backhoe Service- Ryan Sherman					
Spec. No	Item Description	Units	Quantity	Unit Cost	Cost
2021.501	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00
2106.502	Common Excavation	CY	2186	\$ 10.00	\$ 21,860.00
2575.501	Turf Establishment	LS	1	\$ 7,250.00	\$ 7,250.00
					\$ 32,610.00

Streambank Projects Along Ditch Systems



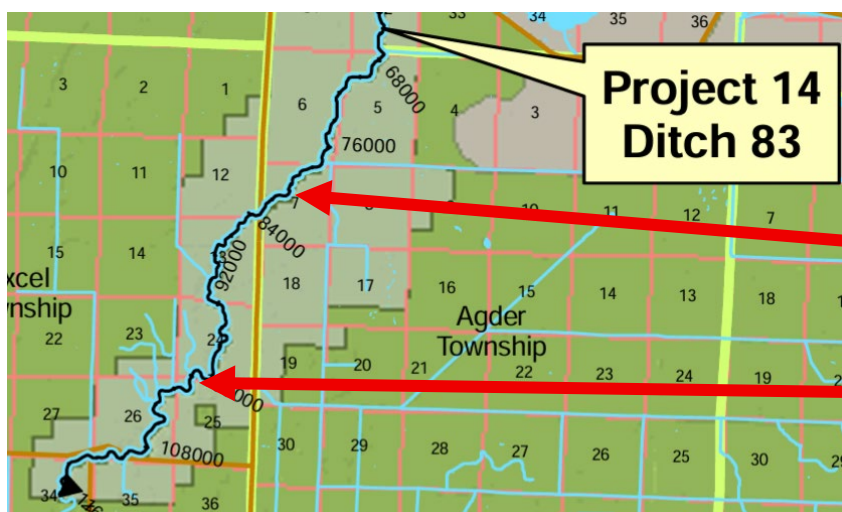
Lost River Streambank
Stabilization

Lost River, Project 4



Clearwater River
Stabilization Project

Clearwater River, Project



2026 Thief River
Streambank
Stabilizations

State Ditch 83, Project 14



September 18, 2026

Marissa V. Merriman
U.S. Army Corps of Engineers
St. Paul District
Regulatory Division
332 Minnesota Street, Suite E1500
St. Paul, Minnesota 55101

RE: Comments on Draft Minnesota Mitigation Guidelines Version 1

Dear Ms. Merriman:

The Red River Watershed Management Board (RRWMB) appreciates the opportunity to comment on the U.S. Army Corps of Engineers (USACE), St. Paul District draft Minnesota Mitigation Guidelines Version 1, issued August 24, 2026. The RRWMB is submitting these comments from the perspective of basin-wide water management in the Minnesota portion of the Red River of the North Basin and on behalf of the interests of its member watershed districts and the communities, agricultural lands, infrastructure, and natural resources they serve.

The RRWMB supports the USACE overall objective of providing clear, consistent, watershed-based compensatory mitigation guidance. We also support the draft Guidelines' recognition that mitigation decisions should consider watershed needs, local watershed plans, chronic flooding, poor water quality, habitat loss, cumulative impacts, and the long-term ecological sustainability of mitigation sites. These concepts align closely with the RRWMB's long-standing approach to integrated flood damage reduction, water management, water quality, and natural resource enhancement.

At the same time, the RRWMB is concerned that several provisions, if implemented rigidly, could unintentionally increase the cost, delay, and complexity of public flood-control and multipurpose watershed projects in Northwest Minnesota. The Red River Basin has unique hydrologic, climatic, agricultural, and infrastructure conditions. Mitigation policy should protect aquatic resources while also allowing public watershed authorities to deliver projects that reduce flood damage, protect public safety, improve water quality, and create substantial net watershed benefits. As requested, we have provided the following comments on the *Mitigation Guidelines for Permit Applicants on Federal Compensatory Mitigation Requirements* and the *Mitigation Guidelines for Developing Wetland Compensatory Mitigation Sites*.



Mitigation Guidelines for Permit Applicants on Federal Compensatory Mitigation Requirements:

Overall Comments:

- The mitigation hierarchy is generally confusing and unclear throughout the document. A wetland impact replacement methodology should be developed and clearly defined.
- The guidance will require much more detail to quantify the impacts and mitigation needs on permit applications; this will add cost to the permitting process.
- There are many new and unclear items, including credit requirements determined on expected duration of recovery, wetland function, community quality, and before vs after community type.
- The guidance does not define "weighted based on Corps watershed goals". This is used multiple times in the document.

Page: Specific Comments:

- 4 Quantifying wetland losses according to changes in wetland functions or uses is problematic and too suggestive to be technically reproducible.
- 5 Special designation wetlands would need to be technically defined, input from local and state stakeholders should be considered when making these designations.
- 5 Wetlands with high-quality ecological conditions would again have to be defined. Additional requirements for wetland delineation reports would have to be implemented. Currently the USACE staff does not participate in delineation concurrence activities in MN, and it is unclear how the USACE would make these determinations.
- 5 If mitigation needs were to be determined using ecological condition, then most of the required mitigation needs would be reduced in Minnesota as most impacts are of low-quality wetlands (i.e., road ditches and agricultural wetlands) and banked wetlands are currently held to a much higher ecological condition standard.
- 7 The USACE should provide guidance on what is preferred, in-kind or Bank Service Areas (BSA), in many cases in-kind credits may be available in the adjacent BSA.
- 7 Credit scarcity is not caused by the permit applicant and should not become a regulatory penalty. Public entities often operate under fixed legislative appropriations, grant deadlines, local assessments, bonding requirements, and narrow construction windows. A delay caused solely by mitigation-credit availability can jeopardize an otherwise fully designed and funded public project.



The final Guidelines should establish a transparent and timely process for projects facing documented credit shortages, including reasonable flexibility for out-of-kind credits, alternative BSA approaches where environmentally justified, and permittee-responsible mitigation without automatic punitive assumptions.

- 7 Higher ratios should be tied to documented functional loss and site-specific ecological risk rather than applied mechanically. The USACE should also distinguish between applicant-created circumstances and circumstances caused by regional credit scarcity or the absence of available mitigation options.
- 8 Wet meadow, shallow marsh, deep marsh, and shallow open water wetland communities are all part of "depressional wetlands" in the great plains, in the HGM system they would all be in-kind. The USACE guidance is not consistent with the Minnesota Wetland Conservation Act (WCA).
- 9 The text implies that the USACE would recognize local and state priorities, however the guidance does not seem to be consistent with WCA which is the state law already regulating these resources. Local or state priorities may not follow the "in kind" guidance or the BSA boundaries, it is unclear how the USACE would accomplish this.
- 9 If the USACE is going to determine the amount of mitigation on a case-by-case basis using "lost wetland functions", then a functional assessment of the impacted wetlands would be needed to quantify the lost functions. However, the guidance says that the USACE generally does not require functional assessments on impacted wetlands and uses replacement ratios instead. If the USACE is going to use replacement ratios as this method, then the high-performance standards required by the USACE on wetland banking sites should not be required. Wetland banking sites should only be required to meet the wetland definition because the potential for additional functional losses is accounted for in the replacement ratio.
- 9 How will the USACE know if a wetland is "rare" or difficult to replace if a functional assessment is not done on the impacted wetland and the USACE staff does not participate in the delineation field reviews.
- 10 It is unclear why a mitigation site outside of the BSA would result in an increase loss of function to the impacted wetland than another site in the same service area. The mitigation site outside of the service area could be many miles closer to the impacted wetland. Wetlands provide many variable ecological functions; many are not watershed specific.



- 11 Using the vegetation community type (Eggers and Reed) is problematic. It is inconsistent with WCA and it is not available on tilled or mowed wetland areas. Mitigation sites that are planned as a shrub wetland sometimes do not develop shrubs and instead become a shallow marsh. Categorizing the wetland impacts by HGM type is preferred.
- 11 For public watershed authorities, Permittee Responsible Mitigation (PRM) should not be presumed inferior simply because it is permittee responsible. Watershed districts often control or partner on large tracts of land, understand local hydrology, maintain projects over extended periods, and are capable of integrating mitigation into larger flood storage or restoration systems. Well-designed public PRM can be highly sustainable and can provide direct onsite wetland functional benefits comparable to banked credits. The final Guidelines should recognize public watershed authorities as sophisticated long-term water managers and allow more flexible, programmatic, or coordinated PRM approaches where multiple related public projects occur within the same watershed. The USACE should also explore mechanisms that allow public entities to receive credit for mitigation constructed in advance of future public projects when consistent with the federal mitigation rule.

Mitigation Guidelines for Developing Wetland Compensatory Mitigation Sites

Overall Comments:

- If a sponsor rehabilitates a seasonally flooded basin (one of the community types used for both documents) and now the USACE regulations no longer protect seasonally flooded basins (or other non-jurisdictional types), then the mitigation site sponsor loses value because their wetland will always be considered a non-matching type.
- The USACE streamlined timeline does not incorporate the fact that the USACE will always require more information and multiple drafts - their language implies that any mitigation plans taking more than 8 months to complete are due to delinquent consultants. Currently the lengthy timelines are a function of a poorly defined process and a subjective requirement.

Page: Specific Comments:

- 4 The guidance again asks for detailed functional information on the impacted wetland, this is inconsistent with previous guidance
- 6 The timelines spelled out would give an applicant a false sense of project schedule. USACE staff always ask for more information many times within each step. This is always the case as the entire process is subjective. The applicant or sponsor cannot anticipate the data needs of the USACE staff.



- 8 Is the USACE changing the performance standard requirements? Currently, the typical minimum sequence is 2 years successful hydrology and two consecutive years Interim 1 vegetation, one additional year of vegetation for Interim 2 and one additional year of vegetation for final, which is four years minimum. The guidance says, "at least five full growing seasons".
- 19 Replace "vegetative lift" with "vegetation lift" throughout.
- 20 USACE staff has required the use of monitoring wells to demonstrate "measurable hydrologic restoration". This is statistically difficult to achieve using monitoring wells. Many years of pre-project and many years of post-project monitoring would be required given the variable moisture conditions in the great plains. This is not achievable for most projects. Hydrologic restoration should be documented using engineering plans for ditch plugs, tile breaks, and related as well as post project monitoring using the established wetland hydrology indicators. The use of monitoring wells and equipment is expensive for the applicant and is not statistically viable.
- 21 The guidance indicates that the USACE is unlikely to approve vegetation enhancement in areas with significant external stressors. This means that potential mitigation sites that are farmed wetlands would not be suitable (no restored hydrology and surrounded by potential weed sources). These types of wetlands are common in some BSAs; they can provide habitat functions and corridors for birds, insects, and amphibians; can be used as in-field water quality improvement/retention areas; and carbon sequestration sites. By not including these in mitigation options, they will continue to be farmed and degraded. Including these farmed potholes in mitigation options will offer this wetland type some voluntary protections that have been recently lost via Supreme Court decisions.
- 29 Long Term Management Funding should not be required for local governments with taxing authority, such as watershed districts, the nature of these organizations ensures that funds will be available to manage these sites.

The RRWMB supports the USACE effort to modernize and clarify Minnesota compensatory mitigation guidance and appreciates the draft Guidelines' strong emphasis on watershed-based decision-making. The Red River Basin can benefit from mitigation that is better aligned with local watershed needs, strategically located, and integrated with flood damage reduction, water quality, and habitat priorities.

Our principal concern is implementation. The final Guidelines should ensure that limited credit availability, higher ratios, PRM requirements, financial assurances, and long-term obligations do not create disproportionate costs or delays for public watershed projects that provide substantial public and environmental benefits.



The RRWMB respectfully requests that the USACE incorporates the recommendations above and engage with the RRWMB, its member watershed districts, the Minnesota Board of Water and Soil Resources, and other local partners as the Guidelines are finalized and implemented. We would welcome the opportunity to meet with USACE St. Paul District staff to discuss these comments and potential approaches for basin-scale mitigation planning in the Minnesota Red River Basin.

Sincerely,

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

John Finney, President
Red River Watershed Management Board

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

Executive Director
Red River Watershed Management Board

CC: RRWMB Member Watershed Districts
Minnesota Watersheds
Minnesota Board of Water and Soil Resources
Minnesota Department of Natural Resources



Red Lake Watershed District

Permit # 26-118

Status Report: Denied

Expiration:

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Matt Falck		323 17th Ave N Wahpeton, ND 58075	matt.f@agphd.com	tel: 701-640-2867

General Information

- (1) The proposed project is a: **Surface Drainage (New Ditch or Improvement)**,
- (2) Legal Description
- (3) County: **Red Lake** Township: **Terrebonne** Range: **43** Section: **6**
- (4) Describe in detail the work to be performed: clean out ditch
- (5) Why is this work necessary? Explain water related issue/problem being solved. **it is blocked**

Status

Status	Notes	Date
Denied	The Red Lake Watershed District (RLWD) denies the permit to clean ditches. Applicant has been notified.	09/23/2026
Received		09/09/2026

Conditions

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

- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
- Unless otherwise noted, all approved permit applications expire one year from the date of board approval. A permit renewal can be applied for prior to the expiration date by contacting the district office.
- This Permit does not relieve you of any requirements for other permits, which may be necessary from Township, County, State, or Federal Government Agencies.
- Please be aware of the requirements of the Rules of the District, found on our web-site at http://www.redlakewatershed.org/PDF_Files/RED%20LAKE%20WATERSHED%20DISTRICT%20RULES_Adopted%208-27-15.pdf



R-43-W



RED LAKE CO., MN



Red Lake Watershed District

Permit # 26-111

Status Report: Approved

Expiration:09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Taylor Amiot	Red Lake County Highway Department	204 7th St SE Red Lake Falls, MN 56750	tamiot@co.red-lake.mn.us	tel: 218-253-2697

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Red Lake** Township: **Gervais** Range: **43** Section: **30**
- (4) Describe in detail the work to be performed: Replace existing failing culvert with new. same size, increasing length to comply with current State Aid design standards.
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Existing culvert is failing.**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to replace a 54" with a new longer 54" culvert to widen the driveway and make vehicle travel safer. 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. Directly downstream of the culvert and or tile outlet, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/03/2026

Conditions

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

- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
- Unless otherwise noted, all approved permit applications expire one year from the date of board approval. A permit renewal can be applied for prior to the expiration date by contacting the district office.
- This Permit does not relieve you of any requirements for other permits, which may be necessary from Township, County, State, or Federal Government Agencies.
- Please be aware of the requirements of the Rules of the District, found on our web-site at http://www.redlakewatershed.org/PDF_Files/RED%20LAKE%20WATERSHED%20DISTRICT%20RULES_Adopted%208-27-15.pdf



Permit # 26-112

Status Report: Approved

Expiration: 09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Matthew Bitter	MnDOT	3920 Highway 2 West Bemidji, MN 56601	matthew.bitter@state.mn.us	tel: 218-328-4796

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Pennington** Township: **Rocksbury** Range: **43** Section: **8**
- (4) Describe in detail the work to be performed: Remove existing 18" CSP and replace with new longer 30" CAS.
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Maintenance crew has identified a failed culvert downstream of this location after rains last fall washed the inlet side into the culvert. Upstream culverts have been increased resulting in these field approaches being the bottle neck and thus the need for larger culverts being installed. Downstream culvert sizes are already same if not larger sized.**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to replace a failed 18" with a new 30" culvert. Approval is based on a case study that Road Design/Road Safety is allowed to increase culvert sizes with the Road Authority being held responsible for all issues that would stem from increasing a culvert size. Red Lake Watershed District recommends having a public hearing to address any landowner concerns. 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. Directly downstream of the culvert and or tile outlet, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/03/2026



Permit # 26-113

Status Report: Approved

Expiration:09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Matthew Bitter	MnDOT	3920 Highway 2 West Bemidji, MN 56601	matthew.bitter@state.mn.us	tel: 218-328-4796

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Red Lake** Township: **Emardville** Range: **42** Section: **35**
- (4) Describe in detail the work to be performed: Remove the in-place 24" CSP and replace with a longer 30" CAS.
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Existing culvert has failed and has caused a void in the surface.**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to replace a 24" with a new longer 30" culvert. Approval is based on a case study that Road Design/Road Safety is allowed to increase culvert sizes with the Road Authority being held responsible for all issues that would stem from increasing a culvert size. Red Lake Watershed District recommends having a public hearing to address any landowner concerns. 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. Directly downstream of the culvert and or tile outlet, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/04/2026



Permit # 26-114

Status Report: Approved**Expiration: 09/21/2027****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Richard Salenty		12330 260th Avenue SE Plummer, MN 56748		tel: 218-689-9282

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Pennington** Township: **Mayfield** Range: **41** Section: **21**
- (4) Describe in detail the work to be performed: new culvert
- (5) Why is this work necessary? Explain water related issue/problem being solved. **access to the other side**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to install a new 36" culvert for access to property contingent on approval from Pennington County and Red Lake County as this culvert will be installed in JD 1. Install new culvert at the current inverts. 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. Directly downstream of the culvert applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/21/2026
Received		09/08/2026

Conditions

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

- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
- Unless otherwise noted, all approved permit applications expire one year from the date of board approval. A permit renewal can be applied for prior to the expiration date by contacting the district office.
- This Permit does not relieve you of any requirements for other permits, which may be necessary from Township, County, State, or Federal Government Agencies.
- Please be aware of the requirements of the Rules of the District, found on our web-site at [http://www.redlakewatershed.org/PDF Files/RED%20LAKE%20WATERSHED%20DISTRICT%20RULES Adopted%2027-15.pdf](http://www.redlakewatershed.org/PDF%20Files/RED%20LAKE%20WATERSHED%20DISTRICT%20RULES%20Adopted%2027-15.pdf)



Permit # 26-115

Status Report: Approved

Expiration:09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Clarence Smith		62187 Carmel Road NW Grygla, MN 56727		tel: 218-242-4283

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Beltrami** Township: **Benville** Range: **38** Section: **14**
- (4) Describe in detail the work to be performed: put in field crossing
- (5) Why is this work necessary? Explain water related issue/problem being solved. **for field access**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to install a new 30" culvert for access to property contingent on approval from Beltrami County as this location is in JD-11. See previous approved permit #25-062. Install new culvert at the current inverts. 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. Directly downstream of the culvert applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/08/2026

Conditions

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

- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
- Unless otherwise noted, all approved permit applications expire one year from the date of board approval. A permit renewal can be applied for prior to the expiration date by contacting the district office.
- This Permit does not relieve you of any requirements for other permits, which may be necessary from Township, County, State, or Federal Government Agencies.
- Please be aware of the requirements of the Rules of the District, found on our web-site at http://www.redlakewatershed.org/PDF_Files/RED%20LAKE%20WATERSHED%20DISTRICT%20RULES_Adopted%208-27-15.pdf



Permit # 26-116

Status Report: Approved

Expiration:09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Clarence Smith		63357 Carmel Road NW Grygla, MN 56727		tel: 218-242-4283

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Beltrami** Township: **Spruce Grove** Range: **37** Section: **31**
- (4) Describe in detail the work to be performed: put in field crossing
- (5) Why is this work necessary? Explain water related issue/problem being solved. **for field access**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to install a new 18" culvert for access to property contingent on approval from Beltrami County as this crossing will be installed in a County Ditch. Install new culvert at the current inverts. 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. Directly downstream of the culvert applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/08/2026

Conditions

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

- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
- Unless otherwise noted, all approved permit applications expire one year from the date of board approval. A permit renewal can be applied for prior to the expiration date by contacting the district office.
- This Permit does not relieve you of any requirements for other permits, which may be necessary from Township, County, State, or Federal Government Agencies.
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Red Lake Watershed District

Permit # 26-117

Status Report: Approved

Expiration: 09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Brady Lee		20711 310th St SE Erskine, MN 56535	Bklee2011@gmail.com	tel: 218-289-5587

General Information

- (1) The proposed project is a: **Tiling**,
- (2) Legal Description
- (3) County: **Polk** Township: **Badger** Range: **42** Section: **15**
- (4) Describe in detail the work to be performed: Tile the Southwest quarter and the West 80 of the SE quarter of section 15 in Badger township all except the wetlands.
This project is in collaboration with Brady Lee and Philip Quam to share the cost of the lift station and the mainline.
Philip Quam's contact info:
218-280-0122
29491 320th St SE
McIntosh, MN 56556
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Increase yields and reduce erosion.**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to install drain tile with a pumped outlet, contingent on approval from East Polk SWCD as there are wetlands on this parcel and setbacks that are implemented shall be followed. This project is in conjunction with Philip Quam who is an adjacent landowner and is aware of the project. 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. Directly downstream of the culvert and or Tile outlet, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/08/2026



Red Lake Watershed District

Permit # 26-119

Status Report: Approved

Expiration: 09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Luke Forness		16526 170TH AVE SW RED LAKE FALLS, MN 56750	luke.forness@plantpioneer.com	tel: 218-521-0442

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification,**
- (2) Legal Description
- (3) County: **Red Lake** Township: **Louisville** Range: **45** Section: **4**
- (4) Describe in detail the work to be performed: Remove field crossings and set grade on roadside ditch and install new culverts and wider crossings.
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Crossings are too narrow and ditch bottom is not draining efficiently anymore.**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to clean and extend 18" culverts that are along Red Lake County Road 102 as the crossings are too narrow and the ditch needs sediment cleaned out. A permit will be required with Red Lake County as this is in the County Road ROW, 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. Directly downstream of the culvert and or Tile outlet, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/09/2026



Permit # 26-120

Status Report: Approved**Expiration: 09/23/2027****Applicant Information**

Name	Organization	Address	Email	Phone Number(s)
Kevin Landsverk		40702 300th ave se fosston, MN 56542-9478	klandsverk@gmail.com	tel: 218-230-2157

General Information

- (1) The proposed project is a: **Tiling, Surface Drainage (New Ditch or Improvement)**,
- (2) Legal Description
- (3) County: **Polk** Township: **Brandsvold** Range: **40** Section: **21**
- (4) Describe in detail the work to be performed: Repair grass waterway to control erosion currently filling the waterway.
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Grassed waterway is degraded and causing field erosion which is adding soil to the waterway. To go around the new soil, water is finding alternate paths and flowing through the field.**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to repair a grassed water way per the supplied NRCS plans provided. 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. Directly downstream of the culvert and or Tile outlet, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/10/2026

Conditions

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

- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
- Unless otherwise noted, all approved permit applications expire one year from the date of board approval. A permit renewal can be applied for prior to the expiration date by contacting the district office.
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Permit # 26-121

Status Report: Approved

Expiration:09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Mark Reiersen	Marshall County Highway Dept	447 South Main Warren,MN 56762	mark.reiersen@co.marshall.mn.us	tel: 218-201-1424

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Marshall** Township: **Moylan** Range: **40** Section: **20**
- (4) Describe in detail the work to be performed: Replace 18 inch culvert with the same
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Culvert has failed**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to replace a failed 24" culvert with a new 24" culvert. Install new culvert at the current inverts. 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. Directly downstream of the culvert applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile/culvert outlet(s) to prevent erosion when applicable. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/10/2026

Conditions

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

- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
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Red Lake Watershed District

Permit # 26-122

Status Report: Approved

Expiration: 09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Daniel Paulson		40379 295th St SE Gully, MN 56646	dantina@gvtel.com	tel: 218-289-3440

General Information

- (1) The proposed project is a: **Tiling**,
- (2) Legal Description
- (3) County: **Polk** Township: **Eden** Range: **39** Section: **11**
- (4) Describe in detail the work to be performed: Random tile. All gravity flow, no pumps. See map attached to this application.
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Replacing old ditches that contribute to erosion, lack of proper drainage, and inefficient field operations. Old ditches are not letting water move as it should thus causing backup into the field. Farm has been in CRP for many years and just this fall came out of that program. After being in CRP for many years there is lack of drainage. This is a longer-term solution to fix the problem.**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to install random tile at old ditch locations to assist in drainage, contingent on approval from East Polk SWCD as there are wetlands on this parcel. 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. Directly downstream of the culvert and or Tile outlet, applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile outlet(s) to prevent erosion. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/10/2026

Conditions

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

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Permit # 26-123

Status Report: Approved

Expiration:09/23/2027

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Kyle Mehrkens		13290 120th Ave NE THIEF RIVER FALLS, MN 56701	mehrkensfarms@gmail.com	tel: 218-686-0617

General Information

- (1) The proposed project is a: **Culvert Installation / Removal / Modification**,
- (2) Legal Description
- (3) County: **Pennington** Township: **Sanders** Range: **44** Section: **23**
- (4) Describe in detail the work to be performed: Moving a crossing west a few hundred feet to line up with another crossing on the other side of the road. We will also widen the crossing by 10 feet to make it more accessible for equipment
- (5) Why is this work necessary? Explain water related issue/problem being solved. **To make it more convenient and easy to access with equipment**

Status

Status	Notes	Date
Approved	The Red Lake Watershed District (RLWD) approves to install a new 18" culvert for access to property. Install new culvert at the current inverts. 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. Directly downstream of the culvert applicant shall ensure that adequate grade and drainage is provided. Applicant shall install appropriate erosion control measures for energy dissipation at the tile/culvert outlet(s) to prevent erosion when applicable. Applicant shall install black dirt and re-seed any disturbed land with approved MNDOT seed mixtures. Note: Please be aware of and review the 'bullet points' on the bottom half of the application. This application does not exempt the permit applicant from local, state, or federal authority that might require their approval. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)	09/23/2026
Received		09/10/2026

Conditions

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- Work in road right-of-way is subject to approval of road authority (Township, County, or State).
- For work within Legal drainage system right-of-way or RLWD Project Easement Areas, applicant agrees to move their utilities at their own expense if it is determined that the utility needs to be moved in the future by the RLWD.
- Unless otherwise noted, all approved permit applications expire one year from the date of board approval. A permit renewal can be applied for prior to the expiration date by contacting the district office.
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- Please be aware of the requirements of the Rules of the District, found on our web-site at http://www.redlakewatershed.org/PDF_Files/RED%20LAKE%20WATERSHED%20DISTRICT%20RULES_Adopted%208-27-15.pdf