**RED LAKE WATERSHED DISTRICT**
November 24, 2026
9:00 a.m.

**Join: https://teams.microsoft.com/meet/2869805048132808?p=7DsTJfPehOPfSY7gVu**
**Meeting ID: 286 980 504 813 280 8**
**Passcode: zV7Sw97e**

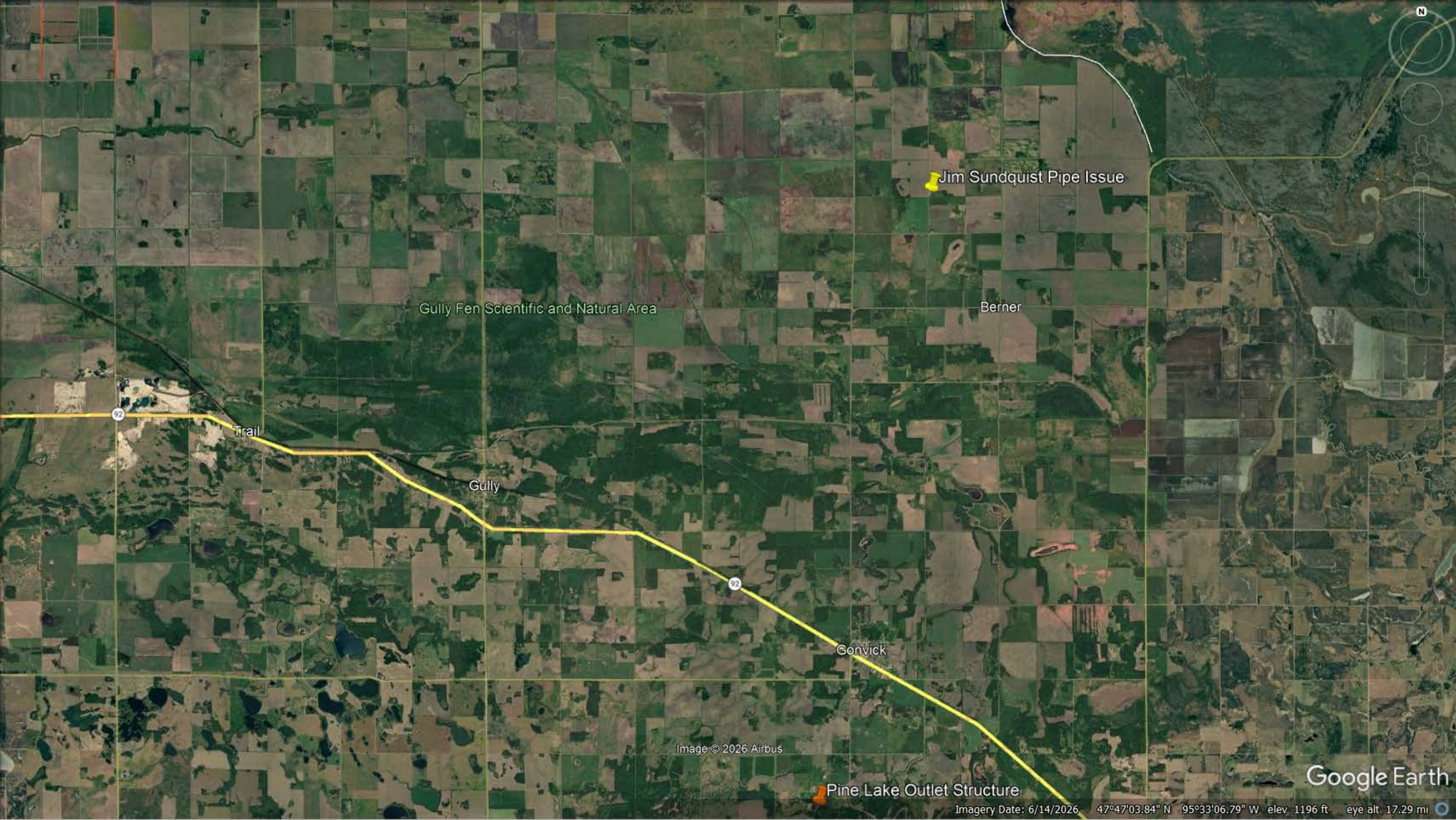
# Agenda

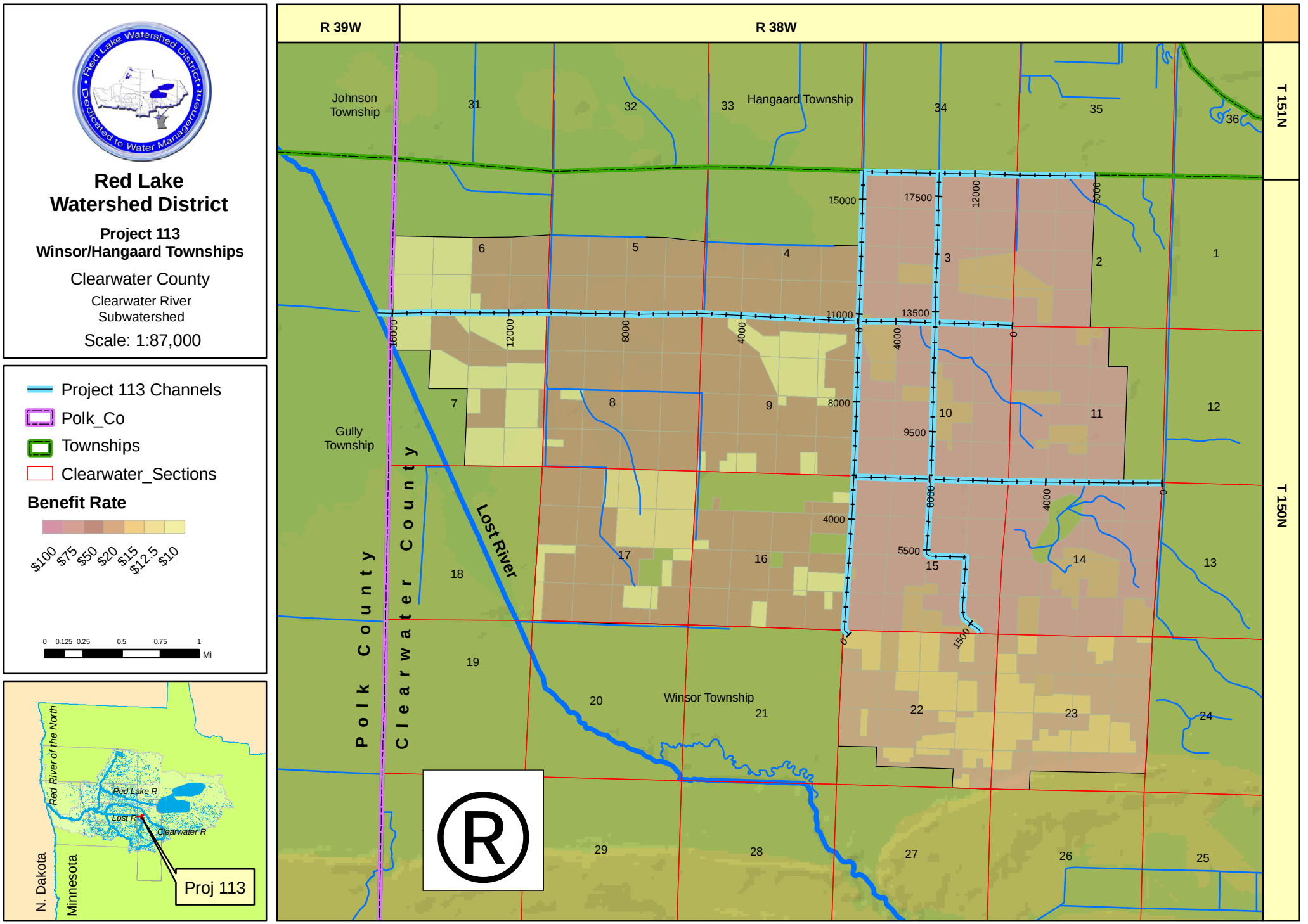
| | | |
|---|---|---|
| 9:00 am | Call to Order | Action |
| | Review and approve agenda | Action |
| | Requests to appear | Information |
| | Winsor Hangaard, RLWD Project No. 113 | Info/Action |
| | November 12, 2026 Minutes | Action |
| | Financial Report as of November 23, 2026 | Action |
| | Certificate of Deposit Renewal | Info/Action |
| | Rinke Noonan 2027 Hourly Rates | Information |
| | RLWD Project No. 179, Improvement to Polk County Ditch 39<br>Ditch 17 Corrective General Easement | Info/Action |
| | Clearwater River Bank Stabilization. RLWD Project No. 149B<br>Pay Estimate No. 5 | Action |
| | Clearwater River 1W1P 2027 Grant Agreement, RLWD Project No. 149B | Information |
| | Brule Project, RLWD Project No. 149, Red Lake River 1W1P | Information |
| | Turtle Connection Cross Lakes, RLWD Project No. 114 | Information |
| | RLWD Project No. 184, Improvement to Judicial Ditch 1 – Outlet 3 | Information |
| | Permits: 26141, 26146, 26147, 26148, 26150, 26151, 26152, 26154<br>and 26155 | Action |
| | RRWMB Updates | Information |
| | Legal Counsel Update | Information |

| | |
|---|---|
| Managers' Updates | Information |
| Adjourn | Action |

UPCOMING MEETINGS:

| | |
|---|---|
| November 24, 2026 | RLWD Board Meeting, 9:00 am |
| November 26-27, 2026 | *HOLIDAY*-RLWD Closed |
| December 2-4, 2026 | MN Watersheds Annual Conference & Trade Show, Nisswa |
| December 8, 2026 | ULRL Watershed Policy & Advisory Committee Meeting, 9:00 am, Red Lake |
| December 9, 2026 | Flood Damage Reduction Work Group Quarterly Meeting, 10:00 am, Grand Forks |
| December 10, 2026 | RLWD Board Meeting, 9:00 am |
| December 14, 2026 | Thief River 1W1P Policy Committee Meeting, 9:00 am |
| December 15, 2026 | RRWMB Meeting, 9:00 am. Moorhead |
| December 15, 2026 | Legislative Open House, 10:30 am, Moorhead |
| December 16, 2026 | Red Lake River 1W1P Policy Committee Meeting, 9:30 am |
| December 25, 2026 | *HOLIDAY*-RLWD Closed |
| December 30, 2026 | RLWD Board Meeting, 9:00 am |


Jim Sundquist Pipe Issue
Gully Fen Scientific and Natural Area
Berner
92
Trail
Gully
92
Gonvick
Image © 2026 Airbus
Pine Lake Outlet Structure
Google Earth
Imagery Date: 6/14/2026 47°47'03.84" N 95°33'06.79" W elev 1196 ft eye alt 17.29 mi


Red Lake Watershed District
Dedicated to Water Management
Red Lake Watershed District
Project 113
Winsor/Hangaard Townships
Clearwater County
Clearwater River Subwatershed
Scale: 1:87,000
Project 113 Channels
Polk_Co
Townships
Clearwater_Sections
Benefit Rate
$100 $75 $50 $20 $15 $12.5 $10
0 0.125 0.25 0.5 0.75 1 Mi
Red River of the North
Red Lake R
Lost R
Clearwater R
N. Dakota
Minnesota
Proj 113
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R 38W
T 151N
T 150N
Johnson Township
Hangaard Township
Gully Township
Winsor Township
Polk County
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Lost River
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BEGIN EXCAVATION
STA. 0+30

STA. 0+00 = TWNP. RD.
INP. 24"x 30' C.S.P. – Not a 24"
LEAVE AS IS Its a 36"

STA. 13+30 = SIDE INLET LT.
F & I – EROSION CONTROL BLANKET
23 SQ. YD.

STA. 16+00 = SIDE INLET LT.
F & I – EROSION CONTROL BLANKET
22 SQ. YD.

STA. 17+10 = SIDE INLET LT.
F & I – EROSION CONTROL BLANKET
22 SQ. YD.

WORK LIMITS (45' FROM ℄ OF DITCH)
ROCK PILE
WORK LIMITS (46' FROM ℄ OF DITCH)
WORK LIMITS (30' FROM ℄ OF DITCH)
WORK LIMITS (30' FROM ℄ OF DITCH)

WOODS
SCS DITCH
WOODS
WORK LIMITS
(64' FROM ℄ OF DITCH)
WORK LIMITS
(30' FROM ℄ OF DITCH)

STA. 26+00 = RIPRAP GRADE TRANSITION #1
CONSTRUCT AS DETAILED ELSEWHERE
IN PLAN. RIPRAP QUANTITY IS AS
SHOWN IN DETAIL.

STA. 0+00.00
(ASSUMED)

T130N R38W
11 10 3 2

ASSUMED 1/4 1/4 LINE
STA. 13+25.00

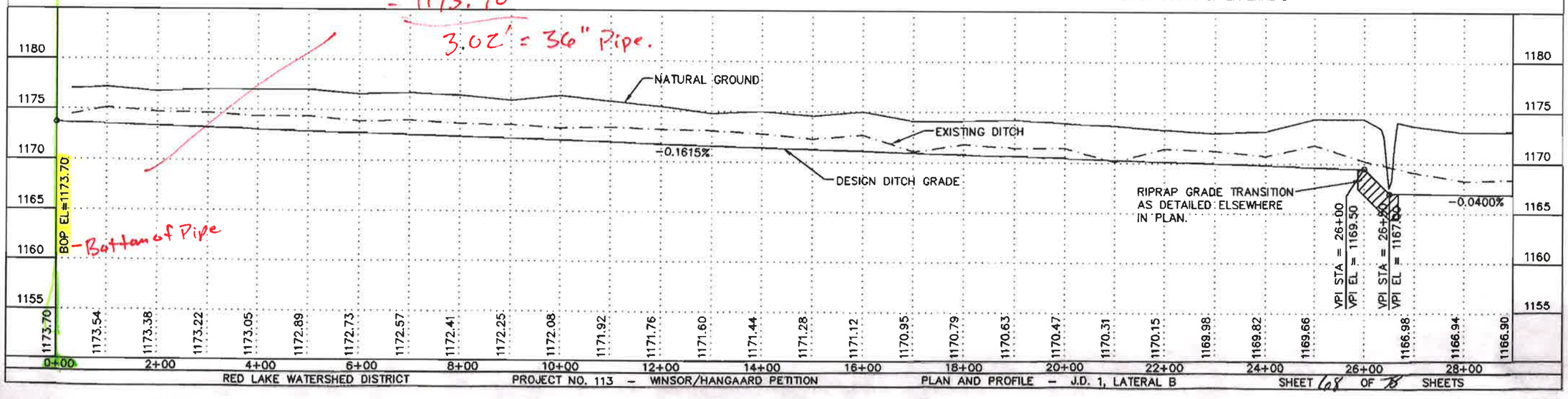
ASSUMED 1/4 1/4 LINE
STA. 26+50.00

B.M. ELEV. 1176.72
TOP EAST END 24" C.S.P. STA. 0+00

B.M. ELEV. 1173.61
TOP NORTH END 60" C.S.P. IN SCS
DITCH SOUTH OF LATERAL B

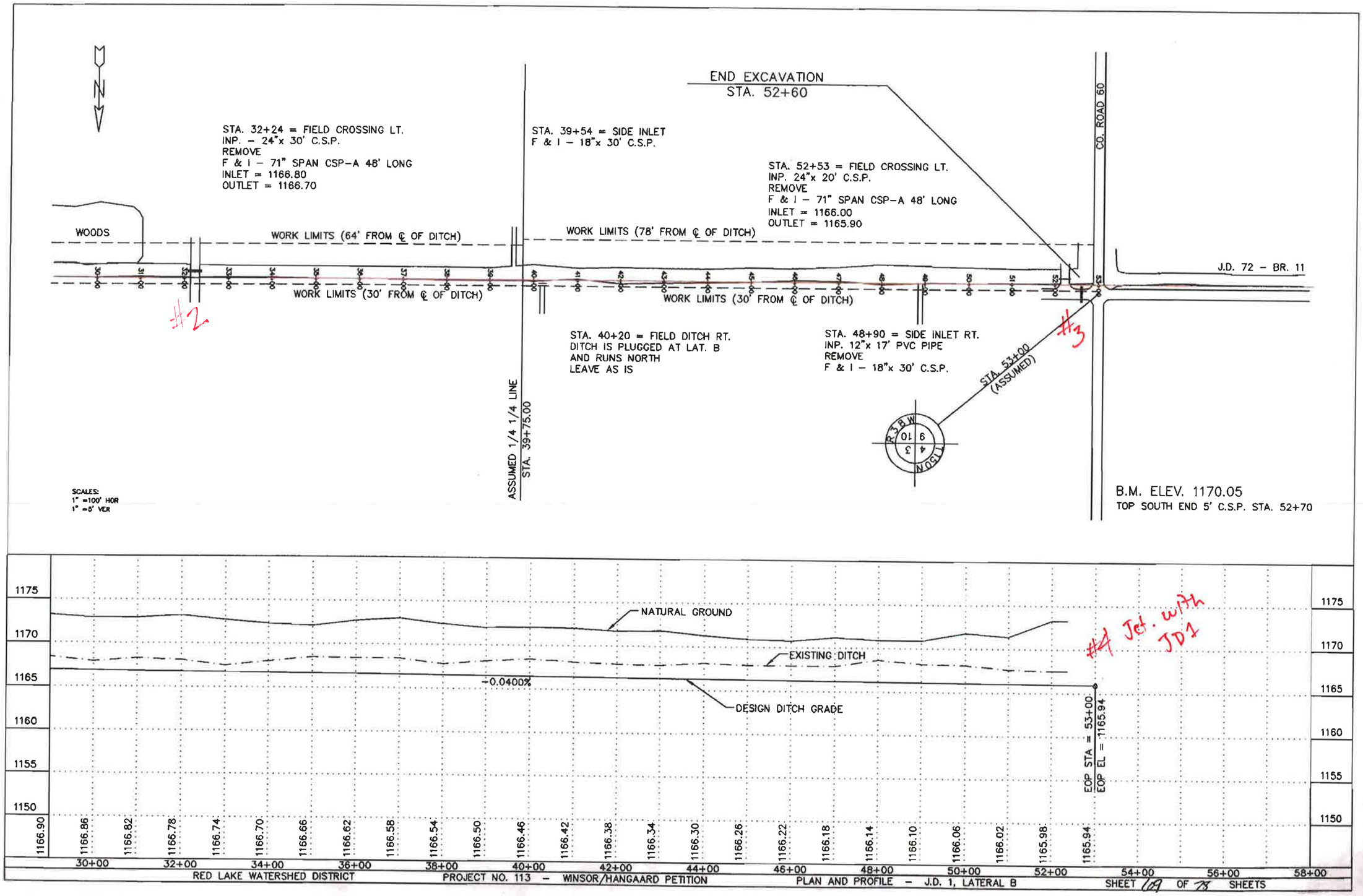
SCALES:
1" =100' HOR
1" =5' VER

1176.72
– 1173.70
3.02' = 36" Pipe.




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

Brent N. Johnson
Minn. Reg. No. 20378
Date: 8-21-97




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

Brent H. Johnson
Minn. Reg. No. 20378
Date: 8-21-97

Table 4.3 JUDICIAL DITCH 1 - LATERAL B

| | | | Design Flowrates and Culverts | | | | | | USGS Flowrates for Comparison | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Station | Description | Original D.A. | Design D.A. | Channel Design | RLWD Crossing Design | Inplace Culvert | Approx. Required Culvert Area ($ft^2$) | Required Culvert Action | Storage Function ($S_c$+1) % | $Q_2$ 2 Yr. (cfs) | $Q_5$ 5 Yr. (cfs) | $Q_{10}$ 10 Yr. (cfs) |
| #1 26+04 | Jct. SCS Ditch | 0 | 3.23 | 30* | 85 | N/A | | N/A | 6.9 | 47 | 90 | 123 |
| #2 31+95 | Field Crossing | 0.06 | 3.23 | 30* | 85 | 24"x30' CSP | 17.0 | F&I 71"x47" CSP-A | 6.9 | 47 | 90 | 123 |
| #3 51+85 | Field Crossing | 0.25 | 3.23 | 30* | 85 | 24"x20' CSP | 17.0 | F&I 71"x47" CSP-A | 6.9 | 47 | 90 | 123 |
| #4 52+29 | Jct. J.D. 1 | 0.25 | 3.23 | 30* | 85 | N/A | | N/A | 6.9 | 47 | 90 | 123 |
| *20-40 Rule | | | | | | | | | | | | |

Table 4.4 SCS DITCH

RED LAKE WATERSHED DISTRICT
Board of Managers Minutes
November 12, 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, Al Page, and Grant Nelson. Staff Present: Tammy Audette, Melissa Bushy, Elaine Rychlock, Tony Olson, and Legal Counsel, Delray Sparby.

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

The Board reviewed the October 22, 2026, Board meeting minutes. Motion by Sorenson, seconded by Page, to approve the October 22, 2026, Board meeting minutes, with corrections as noted. Motion carried.

The Board reviewed the Financial Report as of November 10, 2026. Motion by Sorenson, seconded by Nelson, to approve the Financial Report as of November 10, 2026. Motion carried.

Staff members Audette and Rychlock reviewed the 2026 General Fund as of September 30, 2026.

Staff member Elaine Rychlock reviewed the current Certificate of Deposit rates for Dakota Heritage Bank, Northern State Bank of Thief River Falls, Edward Jones, Ultima Bank MN, and American Federal Bank-Fosston. Rychlock noted that we have one Dakota Heritage Bank Certificate of Deposit maturing on November 12, 2026, and two Certificate of Deposits with Ultima Bank MN also maturing in late November 2026. A motion was made by Anderson, seconded by Sorenson, to approve re-investing the Certificate of Deposit that matures on November 12, 2026, with Edward Jones for nine months at the current interest rate of 4.55%. Motion carried.

Administrator Audette discussed the December 24, 2026, Board meeting date. Audette recommended the December 24th meeting, which is Christmas Eve, be moved to December 30, 2026. Motion by Ose, seconded by Page, to approve moving the December 24, 2026, Board meeting to December 30, 2026, at 9:00 am at the watershed district office Board Room. Motion carried.

The final payment hearing for Northern Harbor, LLC for the Thief River 1W1P, Thief River Streambank 2026 Sites, RLWD Project No. 149A, was called to order at 9:30 a.m. Engineer, Tony Nordby, Houston Engineering, Inc., stated that Northern Harbor, LLC has completed all construction in the final amount of $42,333.25. After opening the hearing for public comment and no public comment being received, President Gene Tiedemann closed the hearing. Motion by Page, seconded by Nelson, to approve the Final Pay Estimate to Northern Harbor, LLC in the

amount of $42,333.25 for the Thief River 1W1P, Thief River Streambank 2026 Sites, RLWD Project No. 149A. Motion carried.

The Board reviewed Pay Estimate No. 4 for the Clearwater River Bank Stabilization, RLWD Project No. 149B, Clearwater 1W1P, in the amount of $119,071.88, to Quality Spray Foam LLC dba Anderson Excavating. Motion by Nelson, seconded by Ose, to approve Pay Estimate No. 4, in the amount of $119,071.88, for the Clearwater River Bank Stabilization, RLWD Project No. 149B, Clearwater 1W1P, to Quality Spray Foam LLC dba Anderson Excavating. Motion carried.

Staff member Corey Hanson discussed the 2027 Thief River Streambank Stabilization Whiteford Township Project, RLWD Project No. 149A, noting that this site is north of State Ditch 83, RLWD Project No. 14. Motion by Ose, seconded by Grant, to request an engineering cost estimate from Houston Engineering, Inc., for the design of the 2027 Whiteford Township Thief River Bank Stabilization Project, RLWD Project No. 149A. Motion carried.

Administrator Audette reviewed a revised land rental agreement for the Euclid East Impoundment, RLWD Project No. 60C, noting a change in landownership for one individual. A motion was made by Nelson, seconded by Sorenson, to approve the proposed changes to the Zammert Land Rental Agreement to properly reflect ownership change. Motion carried.

Administrator Audette discussed photos of maintenance on the Burnham Creek Project, RLWD Project No. 43B. Work was completed by Lyle Wilkens, Inc., with the remainder of the work to be completed in the Spring of 2027.

RLWD Project No. 179, Improvement to Polk County Ditch 39 was discussed. A pre-construction meeting is scheduled for November 17, 2026, at 10:00 am. The utilities have been moved. Administrator Audette discussed a landowner within the project area who is concerned about trees he will be losing that are within the right-of-way, but in the front of his home. After much discussion, a motion was made by Dwight, seconded by Sorenson, to offer a cash payment in the amount of $3,000 to the landowner for loss of trees. Motion carried.

Administrator Audette reviewed the NRCS Preliminary Investigation Findings Report (PIFR) for the City of Grygla FDR, RLWD Project No. 183.

Administrator Audette discussed RLWD Project No. 114, Turtle Connection Cross Lakes FDR Project, regarding items to move forward on the project. Engineer Nate Dalager and Audette will meet with MnDNR officials regarding court ordered lake elevations.

Administrator Audette discussed the Houston Avenue Project in Crookston and the recent meeting that was held with local legislators, City of Crookston and affected landowners and the need for cost estimates for home buyouts, removal of the homes and bank stabilization. Motion by Nelson, seconded by Ose, to authorize Houston Engineering, Inc. to determine a potential cost associated with stabilization of the Houston Avenue Project located within the City of Crookston. Motion carried.

Administrator Audette discussed RLWD Project No. 184, Improvement to Judicial Ditch 1. There will be a Joint Ditch meeting this afternoon at the Pennington County Justice Center. Audette plans to attend the meeting as discussion on the potential of redetermination of benefits for the remaining ditch that is not being improved will be discussed. Nate Dalager, HDR Engineering, discussed the preliminary engineer's report and setting the date for the preliminary hearing. After much discussion, a motion was made by Nelson, seconded by Sorenson, to approve the submission of the Preliminary Engineer's Report for the Improvement to Judicial Ditch 1, RLWD Project No. 184 to the MnDNR and MnBWSR and schedule the preliminary hearing for the Improvement to Judicial Ditch 1, RLWD Project 184 for December 30, 2026, at 10:00 a.m. at the Red Lake Watershed District office. Motion carried.

Staff member Tony Olson discussed the lowering of a culvert and ditch cleaning on the Winsor-Hangaard Project, RLWD Project No. 113. After much discussion, a motion was made by Nelson, seconded by Sorenson, to table the item for further review. Motion carried with Manager Anderson abstaining.

RLWD permit no. 26106 was discussed. The proposed work is in Section 19, River Falls Township, in Pennington County. Motion by Sorenson, seconded by Nelson, to withdraw RLWD permit no. 26106. Motion carried.

The Board reviewed the following permits for approval. Motion by Nelson, seconded by Dwight, to approve the following permits with conditions stated on the permit: No. 26110, Jared Peterick, North Township, Pennington County; No. 26139, Red Lake County Highway Dept., Browns Creek Township, Red Lake County; No. 26140, Brad Berg, Thief Lake Township, Marshall County; No. 26143, Ted Bowen, Emardville Township, Red Lake County; and No. 26149, Clearwater County Highway Dept., Eddy Township, Clearwater County.

Administrator Audette requested approval for the purchase of 31 River Watch jackets in the amount of $1,564 for the students who participate in the River Watch program. A motion was made by Anderson, seconded by Sorenson, to approve the purchase of the jackets for the participating students in the amount of $1,564. Motion carried. Manager Page abstained from the discussion and vote.

Administrator discussed purchasing apparel and accessory items that include our new logo. Discussion was held on how much clothing allowance for each staff/Board member. Motion by Ose, seconded by Nelson, to approve a limit of up to $200 for each staff and board member. Motion carried.

Administrator Audette provided an update on the proposed 1W1P Coordinator position that would be shared with Clearwater, Red Lake River, and Thief River 1W1P's.

Administrator Audette presented the MN Paid Leave policy recommendations that were reviewed and recommended after meeting with the Budget and Salary Committee. Motion by Ose, seconded by Nelson, to approve the policy as updated specific to the RLWD, with insertion of the MN Paid Leave policy into the District's Policy Handbook. Motion carried.

Administrator Audette shared the upcoming dates for the 2026 MN Watersheds Annual Conference and Trade Show. The conference will be held December 2-4, 2026, in Nisswa, MN, at Grand View Lodge. Board members who are interested in attending, are directed to please let staff member Bushy know.

**Administrator's Report:**

- Audette updated the Board on the status of the Mud River Project
- Audette will be working on phone calls to landowners along Ditch 20

Legal Counsel Sparby asked the Board of Managers to review the handout on Eminent Domain that is included in the packet.

Motion by Dwight, seconded by Nelson, to adjourn the meeting. Motion carried.

_____
LeRoy Ose, Secretary

# RED LAKE WATERSHED DISTRICT
## Financial Report as of November 24, 2026

| Ck# | Check Issued to: | Description | Amount |
|---|---|---|---|
| online | EFTPS/MN Withholding | Withholding FICA, Fed, Medi, & MN Tax *(11/18/26 pp)* | $5,913.44 |
| online | PERA | *11/18/26 pp* | $3,303.33 |
| online | MN Withholding | *10/18/2026* | $988.44 |
| 42519 | Northern Harbor | Final Pay Est #4 - Thief River Streambank Stabilization | $42,333.25 |
| 42520 | Quality Spray Foam | Pay Est #4 Clearwater River Bank Stabilization #149B | $119,071.88 |
| 42521 | Mike Illies | Gopher Trapping | $10.00 |
| 42522 | Marco | Month Phone Expense | $371.32 |
| 42523 | Page's County Creations | New Logo Apparel | $276.00 |
| 42524 | Shane's Ground Maintenance LLC | Mowing Project 53 | $2,800.00 |
| 42525 | Champion Media LLC | Final Payment Hearing for Thief River 2026 Sites #149A | $21.78 |
| 42526 | Clifford Schulz | Gopher Trapping Euclid #60C& Belgum Twship #60D | $545.00 |
| 42527 | HDR | ***see details below | $7,078.75 |
| 42528 | Houston Engineering | ***see details below | $20,125.23 |
| 42529 | Jeremy Rychlock | Read & Observe Moose River Impoundment Pjt#13 | $3,360.24 |
| online | City of Thief River Falls | Utilities | $411.98 |
| online | Les's Sanitation | Garbage Services | $36.46 |
| online | Sun Life Financial | Staff Life Insurance | $144.64 |
| online | Voya | Employee Contribution to HCSP | $445.83 |
| online | Intuit Inc. | Quick Books Monthly Fee | $623.00 |
| online | Pure Water | Office H20 | $38.00 |
| direct | Tom Anderson | Mileage | $361.08 |
| direct | Board & Staff Payroll | *11/18/26 pp* | $16,683.96 |
| | **Total Checks** | | **$224,943.61** |

| | | |
|---|---|---|
| ***HDR | **Red Lake/Polk Co. Line T&E Fees** | $6,073.75 |
| | **Burnham, JD 4 & Flage T&E** | $1,005.00 |
| | | **$7,078.75** |
| ***Houston | **Clearwater River Channel Stab.** | $7,657.48 |
| | **SD #83 T&E Services** | $1,496.25 |
| | **Thief River FDR T&E Services** | $7,859.00 |
| | **Brule Streambank Stab. T&E** | $3,112.50 |
| | | **$20,125.23** |

| | | | |
|---|---|---|---|
| **NSB** | Balance as of November 11, 2026 | Current interest rate is 2.89% | $132,338.87 |
| | Total Checks Written | | -$224,943.61 |
| | Receipt #12584 | Transfer funds from AFB to NSB | $500,000.00 |
| | Receipt #12585 | State of MN - Swag Invoice # 16 Project #168A | $13,685.04 |
| | Receipt #12586 | State of MN - Clearwater River WBIF 2027 - 50% | $748,083.00 |
| | Receipt #12587 | Roseau County Tax Settlement | $67.85 |
| | Receipt #12588 | Dakota Heritage - CD XXX731 | $575.38 |
| | Balance as of November 23, 2026 | | **$1,169,806.53** |

| | | | |
|---|---|---|---|
| **American Federal Fosston** | Balance as of November 11, 2026 | Current interest rate is 3.35% | $3,548,584.35 |
| | Receipt #12584 | Transfer funds from AFB to NSB | -$500,000.00 |
| | Balance as of November 23, 2026 | | **$3,048,584.35** |

| | | | |
|---|---|---|---|
| **CD's** | **Ultima Bank** | 3 month CD 4.06%<br>Expiry 11-20-26 | $ 500,000.00 |
| | **Ultima Bank** | 6 month CD 4.0%<br>Expiry 11-29-26 | $ 237,000.00 |
| | **Dakota Heritage** | 7 month CD 3.89%<br>Expiry 11-12-26 *(Updated to 12/10/26)* | $ 500,000.00 |
| | **Dakota Heritage** | 12 month CD 4.04%<br>Expiry 2-11-27 | $ 250,000.00 |
| | **Ultima Bank** | 12 month CD 3.75%<br>Expiry 2-27-27 | $ 500,000.00 |
| | **Dakota Heritage** | 12 month CD 4.04%<br>Expiry 3-4-27 | $ 500,000.00 |
| | **Dakota Heritage** | 12 month CD 4.04%<br>Expiry 3-4-27 | $ 250,000.00 |
| | **Dakota Heritage** | 12 month CD 4.04%<br>Expiry 5-06-27 | $ 500,000.00 |
| | **Ultima Bank** | 9 month CD 4.06%<br>Expiry 5-20-27 | $ 500,000.00 |
| | **Edward Jones** | 12 month CD 4.05%<br>Expiry 6-23-27 | $ 239,000.00 |
| | **Dakota Heritage** | 12 month CD 4.14%<br>Expiry 8-19-27 | $ 250,000.00 |
| | | **Total CD Investments** | **$4,226,000.00** |

**Request Amendment --CD renewal from 11/12/26 Board Meeting (not due until 12/10/26)

| | | |
|---|---|---|
| | **NSB, AFB +CD's** | **$8,444,390.88** |
| | **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 |
| | 2027 Grant Clearwater River 1W1P Project#149B | $748,083.00 |
| | 2026 MIDPOINT Red Lake River Project #149 | $10,000.00 |
| | 2025 MIDPOINT Thief River Project #149A | $21,809.15 |
| | | **$2,545,696.45** |
| | **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.)** | **$5,386,194.43** |

| | Dakota Heritage | American Federal | Northern State Bank | Ultima Bank MN | Edward Jones |
|---|---|---|---|---|---|
| | 218-253-2265 | 218-435-1474 | 218-681-4020 | 218-435-2265x104 | 218-683-5436 |
| | Red Lake Falls | Fosston | Thief River Falls | Fosston | Thief River Falls |
| | Casey | Ryan | Personal Banking | Mike | Kevin (Jennifer) |
| **CD Rates** | 18 mo. @ 4.14% APY | 12 mo. @ 4.27% APY | 13 mo. @ 3.75% APY | 12 mo. @ 4.30% APY | 12 mo. @ 4.80% APY |
| as of | 12 mo. @ 4.14% | 6 mo. @ 4.16% | 7 mo. @ 3.40% | 9 mo. @ 4.30% | 9 mo. @ 4.65% |
| 11/23/2026 | 9 mo. @ 4.04% | 3 mo. @ 4.01% | | 6 mo. @ 4.30% | 6 mo. @ 4.50% |
| | 7 mo. @ 4.04% | | | | 3 mo. @ 4.25% |

| Number | Financial Institution | Amount | Rate | Mature Date | |
|---|---|---|---|---|---|
| 20010172 | Ultima Bank | $500,000.00 | 3 mo. @ 4.06% | 11/20/2026 | |
| 20010047 | Ultima Bank | $237,000.00 | 6 mo. @ 4.0% | 11/29/2026 | |
| 79416731 | Dakota Heritage | $500,000.00 | 7 mo. @ 3.89% | 12/10/2026 | mature date was 11-12-26 |
| 79416727 | Dakota Heritage | $250,000.00 | 12 mo. @ 4.04% | 2/11/2027 | |
| 115183 | Ultima Bank | $500,000.00 | 12 mo. @ 3.75% | 2/27/2027 | |
| 79416728 | Dakota Heritage | $500,000.00 | 12 mo. @ 4.04% | 2/26/2027 | |
| 79416729 | Dakota Heritage | $250,000.00 | 12 mo. @ 4.04% | 2/27/2027 | |
| 79416730 | Dakota Heritage | $500,000.00 | 12 mo. @ 4.04% | 5/7/2027 | |
| 20010173 | Ultima Bank | $500,000.00 | 9 mo. @ 4.06% | 5/20/2027 | |
| Bank of Amer. | Edward Jones | $239,000.00 | 12 mo. @ 4.05% | 6/23/2027 | |
| 79416732 | Dakota Heritage | $250,000.00 | 12 mo. @ 4.14% | 8/19/2027 | |

RINKE NOONAN
attorneys at law

November 19, 2026

Direct Dial: 320-656-3503
Jkolb@RinkeNoonan.com

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

**SENT VIA EMAIL ONLY TO:**
**TAMMY.AUDETTE@REDLAKEWATERSHED.ORG**

**Re: 2027 Hourly Rates**
**Our File No. 13333-0001**

Dear Board of Managers and Tammy:

Thank you for placing your continued confidence in Rinke Noonan Law Firm to provide legal counsel to Red Lake Watershed District (the "District") for the purpose of advising it on matters related to its governance duties, authorities, and responsibilities as a Watershed District and unit of local government pursuant to Minnesota Statutes Chapter 103D and as drainage authority under 103E. Rinke Noonan's terms of representation for the District are detailed in our 2021 Legal Services Agreement ("Agreement").

**Terms and Conditions of Representation:** The Firm's Terms and Conditions of Representation are incorporated into our Agreement with the District and may be reviewed by clicking here. We reserve the right to amend those Terms and Conditions prospectively at any time. The current Terms and Conditions can be found at any time by clicking the link above. **Please note, however, that while the Terms and Conditions include a link to our Firm's standard hourly rates, those rates do not apply to our Agreement with the District. The applicable rates for our representation of the District are set forth below.**

As noted in our 2021 Legal Services Agreement, from time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. Our Agreement with the District notes that we will notify the District of such adjustments which are reviewed on a yearly basis. In order to meet the unique needs of our public-sector, government clients, Rinke Noonan continues to provide a reasonable discount in billing rates when compared to representation of our private clients.

| | |
|---|---|
| Attorneys (7+ Years Experience): | $530/hour |
| Attorneys (5-7 Years Experience): | $440/hour |
| Attorneys (3-4 Years Experience): | $370/hour |
| Attorneys (0-2 Years Experience): | $315/hour |
| Paralegals (Range Depends on Experience): | $270-$340/hour |
| Summer Associates: | $225/hour |
| Legal Technicians | $160/hour |
| Clerical Staff: | No Charge |

The remaining terms of our representation can be found in the Agreement approved by the District in 2021. If you have any questions regarding these rates or the terms of our representation, do not hesitate to contact me. On behalf of Rinke Noonan Law Firm, we appreciate the opportunity to continue representing the District and to work with it and its staff.

Sincerely,

/s/ *John C. Kolb*
John C. Kolb
JCK/cmt

**CORRECTIVE**
**GENERAL STATEMENT OF TEMPORARY AND PERMANENT EASEMENT**

Date: November 24, 2026.

WHEREAS, the Red Lake Watershed District, a political subdivision under the laws of the State of Minnesota, Chapter 103D, did conduct hearings in regard to an improvement petition related to Polk County Ditch 39, RLWD Ditch No. 17, Red Lake Watershed District Project No. 179, (hereinafter "improvement project"), that was submitted to the Red Lake Watershed District under Minnesota State Statute section 103E.215; and

WHEREAS, as part of said statutory improvement proceedings a detailed survey report was prepared by a licensed engineer in the State of Minnesota and the benefits and damages associated with said improvement project were properly determined by board appointed viewers; and

WHEREAS, the detailed survey report approved by the Red Lake Watershed District Board of Managers designated certain temporary and permanent easement areas associated with the construction, placement and operation of said improvement project as set forth in the attached Exhibit A and B; and

WHEREAS, said improvement project was established by the Red Lake Watershed District Board by written Order dated July 9, 2026, and the time for appeal of said improvement project, detailed survey report and viewer's report has expired.

NOW THEREFORE, The Red Lake Watershed District does hereby give notice of established temporary and permanent construction easements as shown on the attached Exhibit A and Exhibit B related to said improvement project.

TERM. The permanent easement term shall be permanent and perpetual. The temporary construction easement shall expire after completion of construction, but in no case shall it extend beyond the date of November 1, 2027.

USE OF EASEMENT BY THE RED LAKE WATERSHED DISTRICT. The Red Lake Watershed District and its successors shall have the full and complete right, power, privilege, and easement to provide drainage and/or flow channels on or over said real property. The Red Lake Watershed District shall have the right to enter on said real property from time to time and clear, destroy, or otherwise dispose of any timber or other natural growth and any obstructions, accumulations, or any other thing that would in any way interfere with said flowage, construction, drainage and channel easement. The Red Lake Watershed District shall have the right to extract soil for the construction of this project. The Red Lake Watershed District shall have the right to remove or prevent the construction of any buildings or permanent structures located on that portion of said real property described below, and any other structures or appurtenances located on that portion of said real property described below, if any. The Red Lake Watershed District shall have the right to enter upon, remove and dispose of all trees, natural or artificial structures or obstructions, to deposit soil and/or other excavated material, and to remove and/or excavate soil and/or other types of material, install dikes, dams, culverts, drainage and/or flowage channels, and other controls, or structures and to do any other act as may be necessary or convenient in direct connection with the construction, improvement, operation, repair, and maintenance of the said improvement project. The Red Lake Watershed District shall have the right to grant use of its easement area, temporary or permanent, to any other utilities that have utilities that are required to be moved due to the construction and/or establishment of the said legal drainage project.

LANDOWNER(S)' USE. The Landowner(s)' use of the easement area is subordinate and subject to the Red Lake Watershed District's use of the easement area, and the Landowner(s) shall not disturb the easement area or erect any structures thereon without the prior written consent of the Red Lake Watershed District.

GOVERNING LAW. This statement of easement shall be governed and construed in accordance with the laws of the State of Minnesota and shall bind the parties hereto, their heirs, personal representatives, successors, and assigns and is a covenant running with the land for the term set forth above.

RED LAKE WATERSHED DISTRICT

By:_____
Its: President

STATE OF MINNESOTA )
) ss.
COUNTY OF PENNINGTON )

The foregoing instrument was acknowledged before me this 24 day of November 2026, by Gene Tiedemann, the President of the Red Lake Watershed District, a Minnesota political subdivision.

_____
Notary Public

**This **CORRECTIVE GENERAL STATEMENT OF TEMPORARY AND PERMANENT EASEMENT** is being recorded for the sole purpose of correcting the legal descriptions for Temporary Easement descriptions (Exhibit A) and Permanent Easement descriptions (Exhibit B) in that certain General Statement of Temporary and Permanent Easement dated October 23, 2026 and recorded by the Polk County Recorder as Document No. A000765198. **

# Exhibit A
# Temporary Easement

## Sullivan Township (Twp. 152 N., R. 49 W.)

The southerly 125 feet of the northerly 285 feet of the West Half of the Northeast Quarter of **Section 18**, Township 152 North, Range 49 West lying easterly of the thread of the Grand Marais Creek EXCEPT the easterly 36 feet thereof.

The southerly 125 feet of the northerly 285 feet of the easterly 36 feet West Half of the Northeast Quarter of **Section 18**, Township 152 North, Range 49 West AND The southerly **125** feet of the northerly 285 feet of the westerly 30 feet of the East Half of the Northeast Quarter of Section 18, Township 152 North, Range 49 West.

The southerly 125 feet of the northerly 285 feet of the East Half of the Northeast Quarter of **Section 18**, Township 152 North, Range 49 West, EXCEPT the westerly 30 feet thereof.

The southerly 125 feet of the northerly 285 feet of the Northwest Quarter of **Section 17**, Township 152 North, Range 49 West.

The southerly 125 feet of the northerly 285 feet of the Northeast Quarter of **Section 17**, Township 152 North, Range 49 West.

The southerly 110 feet of the northerly 255 feet of the North Half of the Northwest Quarter of **Section 16**, Township 152 North, Range 49 West.

The southerly 110 feet of the northerly 255 feet of the Northeast Quarter of **Section 16**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 205 feet of the North Half of the Northwest Quarter of **Section 15**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 205 feet of the Northeast Quarter of **Section 15**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 190 feet of the Northwest Quarter of **Section 14**, Township 152 North, Range 49 West.

# Exhibit A - continued

The southerly 80 feet of the northerly 190 feet of the westerly 810 feet of the northerly 710 feet of the Northeast Quarter of **Section 14**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 190 feet of the Northeast Quarter of **Section 14**, Township 152 North, Range 49 West EXCEPT of the westerly 810 feet of the northerly 710 feet thereof.

The southerly 80 feet of the northerly 190 feet of the West Half of the Northeast Quarter of **Section 13**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 190 feet of the East Half of the Northeast Quarter of **Section 13**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 190 feet of the Northwest Quarter of **Section 13**, Township 152 North, Range 49 West.

## Keystone Township (Twp. 152 N., R. 48 W.)

The southerly 80 feet of the northerly 190 feet of the Northwest Quarter of **Section 18**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 190 feet of the Northeast Quarter of **Section 18**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 195 feet of the Northwest Quarter of **Section 17**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 195 feet of the West Half of the Northeast Quarter of **Section 17**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 195 feet of the East Half of the Northeast Quarter of **Section 17**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 195 feet of the West Half of the Northwest Quarter of **Section 16**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 195 feet of the East Half of the Northwest Quarter of **Section 16**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 195 feet of the Northeast Quarter of **Section 16**, Township 152 North, Range 48 West.

# Exhibit A - continued

The southerly 80 feet of the northerly 195 feet of the Northwest Quarter of **Section 15**, Township 152 North, Range 48 West.

The southerly 80 feet of the northerly 195 feet of the Northeast Quarter of **Section 15**, Township 152 North, Range 48 West.

The southerly 70 feet of the northerly 180 feet of the Northwest Quarter of **Section 14**, Township 152 North, Range 48 West.

The southerly 70 feet of the northerly 180 feet of the Northeast Quarter of **Section 14**, Township 152 North, Range 48 West.

# Exhibit B
# Permanent Easement

## Sullivan Township (Twp. 152 N., R. 49 W.)

The southerly 95 feet of the northerly 160 feet of the West Half of the Northeast Quarter of **Section 18**, Township 152 North, Range 49 West lying easterly of the thread of the Grand Marais Creek EXCEPT the easterly 36 feet thereof.

The southerly 95 feet of the northerly 160 feet of the easterly 36 feet West Half of the Northeast Quarter of **Section 18**, Township 152 North, Range 49 West AND The southerly 95 feet of the northerly 160 feet of the westerly 30 feet of the East Half of the Northeast Quarter of Section 18, Township 152 North, Range 49 West.

The southerly 95 feet of the northerly 160 feet of the East Half of the Northeast Quarter of **Section 18**, Township 152 North, Range 49 West, EXCEPT the westerly 30 feet thereof.

The southerly 95 feet of the northerly 160 feet of the Northwest Quarter of **Section 17**, Township 152 North, Range 49 West.

The southerly 95 feet of the northerly 160 feet of the Northeast Quarter of **Section 17**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 145 feet of the North Half of the Northwest Quarter of **Section 16**, Township 152 North, Range 49 West.

The southerly 80 feet of the northerly 145 feet of the Northeast Quarter of **Section 16**, Township 152 North, Range 49 West.

The southerly 60 feet of the northerly 125 feet of the North Half of the Northwest Quarter of **Section 15**, Township 152 North, Range 49 West.

The southerly 60 feet of the northerly 125 feet of the Northeast Quarter of **Section 15**, Township 152 North, Range 49 West.

The southerly 45 feet of the northerly 110 feet of the Northwest Quarter of **Section 14**, Township 152 North, Range 49 West.

The southerly 45 feet of the northerly 110 feet of the westerly 810 feet of the northerly 710 feet of the Northeast Quarter of **Section 14**, Township 152 North, Range 49 West.

# Exhibit B - continued

The southerly 45 feet of the northerly 110 feet of the Northeast Quarter of **Section 14**, Township 152 North, Range 49 West EXCEPT of the westerly 810 feet of the northerly 710 feet thereof.

The southerly 45 feet of the northerly 110 feet of the West Half of the Northeast Quarter of **Section 13**, Township 152 North, Range 49 West.

The southerly 45 feet of the northerly 110 feet of the East Half of the Northeast Quarter of **Section 13**, Township 152 North, Range 49 West.

The southerly 45 feet of the northerly 110 feet of the Northwest Quarter of **Section 13**, Township 152 North, Range 49 West.

## Keystone Township (Twp. 152 N., R. 48 W.)

The southerly 45 feet of the northerly 110 feet of the Northwest Quarter of **Section 18**, Township 152 North, Range 48 West.

The southerly 45 feet of the northerly 110 feet of the Northeast Quarter of **Section 18**, Township 152 North, Range 48 West.

The southerly 50 feet of the northerly 115 feet of the Northwest Quarter of **Section 17**, Township 152 North, Range 48 West.

The southerly 50 feet of the northerly 115 feet of the West Half of the Northeast Quarter of **Section 17**, Township 152 North, Range 48 West.

The southerly 50 feet of the northerly 115 feet of the East Half of the Northeast Quarter of **Section 17**, Township 152 North, Range 48 West.

The southerly 50 feet of the northerly 115 feet of the West Half of the Northwest Quarter of **Section 16**, Township 152 North, Range 48 West.

The southerly 50 feet of the northerly 115 feet of the East Half of the Northwest Quarter of **Section 16**, Township 152 North, Range 48 West.

The southerly 50 feet of the northerly 115 feet of the Northeast Quarter of **Section 16**, Township 152 North, Range 48 West.

The southerly 50 feet of the northerly 115 feet of the Northwest Quarter of **Section 15**, Township 152 North, Range 48 West.

# Exhibit B - continued

The southerly 50 feet of the northerly 115 feet of the Northeast Quarter of **Section 15**, Township 152 North, Range 48 West.

The southerly 77 feet of the northerly 110 feet of the Northwest Quarter of **Section 14**, Township 152 North, Range 48 West.

The southerly 77 feet of the northerly 110 feet of the Northeast Quarter of **Section 14**, Township 152 North, Range 48 West.

# PARTIAL PAYMENT ESTIMATE

Client Project No.

HEI Project No. *3655-0105*

**PAYMENT NUMBER: 5**

Project: Clearwater River Stabilization

Location: Sections 22 & 27, Greenwood Twp. Clearwater County, MN

**PERIOD OF ESTIMATE:**

FROM **11/5/2026** TO **11/17/2026**

**CONTRACT CHANGE ORDER SUMMARY**

| Change Order NO. | DATE | AMOUNT ADDITIONS | DEDUCTIONS |
|---|---|---|---|
| | | | |
| **TOTALS** | | $ - | $ - |
| **NET CHANGE** | | $ - | |

**ESTIMATE**

| | | | |
|---|---|---|---|
| 1. Original Contract | | $ | 897,705.13 |
| 2. Change Orders | | $ | - |
| 3. Revised Contract (1+2) | | $ | 897,705.13 |
| 4. Work Completed* | | $ | 853,764.90 |
| 5. Stored Materials* | | $ | - |
| 6. Adjustments* | | $ | - |
| 7. Subtotal (4+5+6) | | $ | 853,764.90 |
| 8. Retainage | 2.50% | $ | 21,344.12 |
| 9. Previous Payments | | $ | 752,784.26 |
| 10. Amount Due (7-8-9) | | **$** | **79,636.52** |

*Detailed Breakdown Attached if Non-Zero Value

**CONTRACT TIME**

Completion Date Contract

| | | | |
|---|---|---|---|
| Original (days) | N/A | On Schedule? Yes | Starting Date: 8/17/2026 |
| Revised | N/A | | |
| Remaining | N/A | | Final Completion: 7/30/2027 |

CONTRACTOR'S CERTIFICATION:

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

Contractor: **Quality Spray Foam LLC/dba Anderson Excavating**

By: _____

Date: _____

ENGINEER'S RECOMMENDATION:

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

Engineer: HOUSTON engineering, inc.

By: Tony A. Nordby

**Tony A. Nordby**

Date: 11/19/2026

OWNER'S APPROVAL:

Owner: **Red Lake Watershed District**

By: _____

Date: _____

**REMIT PAYMENT TO:**

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

HOUSTON engineering, inc.

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 #:** | **5** |
| **SUBMITTED:** | **11/24/2026** |
| **BEGIN DATE:** | **11/5/2026** |
| **END DATE:** | **11/17/2026** |

| 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 | | $ - | 1. | $ 70,000.00 | 1. | $ 70,000.00 |
| 2501.501 | MAINT AND RESTORATION OF HAUL ROADS | LUMP SUM | 1. | **$ 25,000.00** | $ 25,000.00 | | $ - | 1. | $ 25,000.00 | 1. | $ 25,000.00 |
| 2101.501 | CLEARING AND GRUBBING | LUMP SUM | 1. | **$ 40,000.00** | $ 40,000.00 | | $ - | 1. | $ 40,000.00 | 1. | $ 40,000.00 |
| 2104.604 | SALVAGE RIPRAP SPECIAL | S.Y. | 58. | **$ 100.00** | $ 5,800.00 | | $ - | 70.5 | $ 7,050.00 | 70.5 | $ 7,050.00 |
| 2106.507 | EXCAVATION - COMMON (P) | C.Y. | 12,148. | **$ 9.00** | $ 109,332.00 | | $ - | 12,148. | $ 109,332.00 | 12,148. | $ 109,332.00 |
| 2511.507 | RANDOM RIPRAP CLASS I | C.Y. | 259. | **$ 81.43** | $ 21,090.37 | -10. | $ (814.30) | 256. | $ 20,846.08 | 246. | $ 20,031.78 |
| 2511.507 | RANDOM RIPRAP CLASS II | C.Y. | 400. | **$ 88.60** | $ 35,440.00 | 47. | $ 4,164.20 | 300. | $ 26,580.00 | 347. | $ 30,744.20 |
| 2511.507 | RANDOM RIPRAP CLASS III | C.Y. | 1,829. | **$ 97.00** | $ 177,413.00 | 550. | $ 53,350.00 | 1,004. | $ 97,388.00 | 1,554. | $ 150,738.00 |
| 2511.507 | GRANULAR FILTER MODIFIED | C.Y. | 586. | **$ 99.16** | $ 58,107.76 | 47. | $ 4,660.52 | 440. | $ 43,630.40 | 487. | $ 48,290.92 |
| 2511.601 | ROCK WEIR (36" TO 60" DIAMETER BOULDERS) | LIN. FT. | 308. | **$ 70.00** | $ 21,560.00 | | $ - | 308. | $ 21,560.00 | 308. | $ 21,560.00 |
| 2511.601 | ROCK BOULDERS (36" TO 60" DIAMETER BOULDERS) | EACH | 14. | **$ 200.00** | $ 2,800.00 | | $ - | 11. | $ 2,200.00 | 11. | $ 2,200.00 |
| 2573.503 | FLOATATION SILT CURTAIN TYPE MOVING WATER | LIN. FT. | 2,620. | **$ 20.00** | $ 52,400.00 | | $ - | 2,750. | $ 55,000.00 | 2,750. | $ 55,000.00 |
| 2573.503 | SEDIMENT CONTROL LOG TYPE STRAW | LIN. FT. | 2,680. | **$ 4.00** | $ 10,720.00 | | $ - | 2,537. | $ 10,148.00 | 2,537. | $ 10,148.00 |
| 2573.601 | TEMPORARY STREAM CROSSING | LUMP SUM | 1. | **$ 15,000.00** | $ 15,000.00 | | $ - | 1. | $ 15,000.00 | 1. | $ 15,000.00 |
| 2574.508 | FERTILIZER TYPE 3 | POUND | 500. | **$ 1.00** | $ 500.00 | | $ - | 716. | $ 716.00 | 716. | $ 716.00 |
| 2575.504 | ROLLED EROSION PREVENTION CATEGORY 25 | S.Y. | 12,379. | **$ 3.00** | $ 37,137.00 | | $ - | 9,788. | $ 29,364.00 | 9,788. | $ 29,364.00 |
| 2575.505 | SEEDING | ACRE | 2.5 | **$ 2,500.00** | $ 6,250.00 | | $ - | 3.6 | $ 9,000.00 | 3.6 | $ 9,000.00 |
| 2575.608 | SEED NORTHEAST ROADSIDE (NER) | POUND | 65. | **$ 15.00** | $ 975.00 | | $ - | 94. | $ 1,410.00 | 94. | $ 1,410.00 |
| 2577.601 | TOE - WOOD DEBRIS | C.Y. | 2,732. | **$ 65.00** | $ 177,580.00 | | $ - | 2,732. | $ 177,580.00 | 2,732. | $ 177,580.00 |
| 2577.601 | SOD MAT | S.Y. | 1,224. | **$ 25.00** | $ 30,600.00 | | $ - | 1,224. | $ 30,600.00 | 1,224. | $ 30,600.00 |
| **Totals** | | | | | | | | | | | |
| | | | | **Original Contract Amount** | **$ 897,705.13** | | | | | | |
| | | | | **Extra / Change Order Amount** | **$ -** | | | | | | |
| | | | | | | **Work Completed** | **$ 61,360.42** | | **$ 792,404.48** | | **$ 853,764.90** |

DocuSign Envelope ID: 7B6314E-716B-8C95-821B-03D0F4AF36DE

BOARD OF WATER AND SOIL RESOURCES

# FY 2027 STATE OF MINNESOTA
# BOARD OF WATER and SOIL RESOURCES
# WATERSHED BASED IMPLEMENTATION FUNDING GRANT PROGRAM
# GRANT CONTRACT AGREEMENT

| | |
|---|---|
| Vendor: | 0000195935 |
| PO#: | 3000020952 |

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

| Grant ID | Grant Title | Awarded Amt |
|---|---|---|
| C27-0096 | 2027 Clearwater River WBIF | $1,496,166.00 |

✓ 50% - 748,083.00 Rec'd 1/9/26
40%
10%

**Total Grant Awarded**: $1,496,166.00

## Recitals

1. Under Minnesota Statutes 103B.101 the State is empowered to enter into this Grant Contract Agreement.
2. The Laws of Minnesota 2025 Chapter 36, Article 2, Section 6(a) appropriated funds to the Board for the FY 2026 and 2027 Watershed Based Implementation Funding Grants.
3. The Laws of Minnesota, 2015, First Special Session, Chapter 2, Article 2, Section 7(a) previously appropriated funds with a provision that returned grant funds are available until expended and shall be re-granted consistent with the purposes of Clean Water Fund appropriations to the Board.
4. The Board adopted Board Order #25-42 to authorize and allocate funds for the FY 2026 and 2027 Watershed Based Implementation Funding Grants.
5. The Grantee has submitted a State approved work plan for this Program, referenced in 2.1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

## Authorized Representative

The State's Authorized Representative is Adam Beilke, Land and Water Programs Supervisor, BWSR, 2118 Campus Drive SE, Suite 100, Rochester, MN 55904, (507) 766-9820, or their successor or designee, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement.

The Grantee's Authorized Representative is (or their successor):

**TITLE** Administrator
**ADDRESS** 1000 Pennington Ave South
**CITY** Thief River Falls
**TELEPHONE NUMBER** 2186815800

If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must promptly notify the State.

## Grant Contract Agreement

**1. Terms of the Grant Contract Agreement.**

**1.1. Effective Date**

The date the State obtains all required signatures. The State will notify the Grantee when this Grant Contract Agreement has been executed.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

**1.2. Expiration Date**

December 31, 2029 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3. Survival of Terms**

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Data Disclosure; and Intellectual Property Rights.

**2. Specifications, Duties, and Scope of Work.**

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

**2.1. Implementation**

The Grantee will implement their State approved work plan. The work plan will be implemented according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Contract Agreement.

**2.2. Reporting**

All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the State by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the State.

2.2.2. All individual grants over $500,000 require a reporting expenditure by July 15 of each year.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the State by February 1, 2030, or within 30 days of Grant Contract Agreement expiration as described in 1.2, whichever occurs sooner. Information provided must conform to the requirements and formats set by the State.

2.2.4. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

**2.3. Match**

The Grantee will provide minimum match required by Exhibit A.

**2.4. Website Posting**

The Grantee must clearly post on the Grantee's website the contact information for the Grantee's leadership and contact information for the person(s) responsible for managing and overseeing the Grant Contract Agreement. The Grantee further agrees to keep this contact information current and provide a prompt response to public inquiries about the Grant Contract Agreement.

**3. Time**

The Grantee is required to perform all the duties cited within the "Specifications, Duties, and Scope of Work" clause, within the grant period, as applicable. The State is not obligated to extend the grant period.

**4. Consideration and Terms of Payment**

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

**4.1. Compensation**

The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed the award amount listed at the top of this Grant Contract Agreement, which shall be paid in accordance with the terms outlined in the "Payment Schedule" of this grant contract agreement. Payments will not be made if reports or deliverables are past due.

**4.2. Administrative Costs**

Grantee administrative costs must be necessary and reasonable. See Exhibit A for any specific limits on administrative costs for this grant program.

**4.3. Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will adhere to agency procedures and program requirements in Exhibit A. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Nonrepresented Employees Compensation Plan required by the Commissioner of Minnesota Management and Budget.

**4.4. Payment Schedule**

4.4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Contract Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant amount has been fully expended and reporting requirements are met.

4.4.2. Grantees may be required to submit documentation of expenditures reported.

4.4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.

4.4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Contract Agreement.

4.4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.

4.4.6. The obligation of the State under this Grant Contract Agreement will not exceed the amount listed above.

4.4.7. This Grant Contract Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

**5. Conditions of Payment**

The State will issue payment for services actually performed and that meet all terms, conditions, and specifications of the Grant Contract Agreement. If the State disputes in good faith or raises questions regarding any portion of the amount owed to the Grantee or if the State otherwise requires any adjustment to an invoiced amount, the State will notify Grantee in writing of the nature and basis of the dispute or adjustment. The Grantee will not receive payment for work that does not meet all terms, conditions, and specifications of the Grant Contract Agreement or performed in violation of federal, state, or local law. Additionally, the State has authority to temporarily withhold payments in accordance with Minnesota Statutes, § 15.013 Subd. 7, when there is a credible allegation of fraud under investigation. Compliance will be determined at the sole discretion of the Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, procedures, ordinances, rules and regulations. Grantee is required to account for staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

**5.1. Payment Recoupment**

Grantee must repay State upon demand any improper payments made under this Grant Contract Agreement including:

A. Any amounts paid by State for which Grantee's books, records and other documents required to be maintained by Grantee pursuant to State Audit section and Government Data Practices section, are not sufficient to clearly substantiate that those amounts were used by Grantee to perform contract services, in accordance with Section 2, Specifications, Duties, and Scope of Work;

B. Any amount paid by State for services which either duplicate services covered by other grants or contracts, or for any other costs determined by State as non-allowable or ineligible;

C. Any unexpended funds that have not been accounted for in a financial report to the State.

**6. Contracting and Bidding Requirements**

**6.1. Municipalities**

Municipalities, as defined in Subd. 1 of Minnesota Statutes § 471.345, are required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

6.1.1. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

**6.2. Non-governmental organizations**

Non-governmental organizations that do not meet the definition of municipality are required to comply with the contracting and bidding requirements in the following sub-clauses:

6.2.1. Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

6.2.2. Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.

6.2.3. Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

6.2.4. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

6.2.4.1. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List

6.2.4.2. Metropolitan Council Underutilized Business Program

6.2.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory

6.2.5. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

6.2.6. Notwithstanding 6.2.1. – 6.2.4. above, the State may waive bidding process requirements when:

6.2.6.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or

6.2.6.2. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.

6.2.7. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota: Suspended and Debarred Vendors, Minnesota Office of State Procurement or by the federal government: Excluded Entity Information

## 7. Assignment, Amendments, Work Plan Revisions, Waiver, and Contract Complete

### 7.1. Assignment

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

### 7.2. Amendments and Work Plan Revisions

Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who approved and executed the original Grant Contract Agreement, or their successors. Amendments must be executed prior to the expiration of the original Grant Contract Agreement or any amendments thereto. All work plan revisions must be documented. The State reserves the right to require a work plan revision or grant contract agreement amendment for changes in the scope of the grant.

### 7.3. Waiver

If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

### 7.4. Contract Complete

This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

## 8. Subcontracting and Subcontract Payment.

### 8.1. Subrecipient

A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

### 8.2. Scope

Activities identified in the sub-agreement must fit within the scope of the agreement between the State and the recipient and include shared responsibilities for liability, fund distribution, implementation, and reporting.

### 8.3. Monitoring

The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement

**8.4. Performance**. No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performance of the obligations contemplated by the Grant Contract Agreement.

### 8.5. Payment

The Grantee must pay any subrecipient or contractor for satisfactory work in a timely manner.

**8.6. Contractor Restriction**

The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

**9. Liability**

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

**10. State Audits**

Pursuant to Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the state granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

State may recover payments, as described in Payment Recoupment section, for improper payments discovered during the term of the grant award, during the audit period described in this section, or until expiration of the relevant statute of limitations, whichever is later.

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

**11. Government Data Practices**

All data collected, created, received, stored, used, maintained, or disseminated under this Grant Contract Agreement by the State or Grantee are government data as defined in Minnesota Statutes § 13.02, subd. 7. The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies in Minnesota Statutes § 13.08, administrative remedy in Minnesota Statutes § 13.085, and the criminal penalties in Minnesota Statutes § 13.09 apply to the administration of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must promptly notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

**12. Workers' Compensation**

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

**13. Publicity and Endorsement**

**13.1. Publicity**

Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

**13.2. Endorsement**

The Grantee must not claim that the State endorses its products or services.

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

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination**

**15.1. Termination by the State**

A. **Without Cause**
The State may cancel this Grant Contract Agreement at any time without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. **With Cause**
The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
Per Minnesota Statutes § 16B.991, the State must immediately terminate this Grant Contract Agreement if the recipient is convicted of a criminal offense related to a State grant. "Recipient" includes individuals, entities, and key personnel of entities, including board members, officers, executives, employees, or agents with authority over or access to grant funds, and any individual in a position of fiduciary responsibility related to the grant. Grantee must promptly notify the State if, during this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

**15.2. Termination by the Commissioner of Administration**
The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

**15.3. Termination for Insufficient Funding**
The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.
In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.
The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

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

**17. Constitutional and Statutory Compliance**
It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution and state statute regarding the use of Clean Water Funds to supplement traditional sources of funding. Grantee must meet Clean Water Fund requirements as defined in Minnesota Statute § 114D.50, as applicable.

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

**19. Intellectual Property Rights**
The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant.* Works means all inventions,

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

**20. Grantee Operations and Mandatory Disclosures**

**20.1. Conflict of Interest**

Grantee and any subrecipients must maintain written standards of conduct governing conflicts of interest and the actions of its employees and representatives involved in administering any aspect of this Grant Contract Agreement, including the selection and oversight of contracts or subawards or subrecipients. In addition, the grantee must maintain written standards of conduct covering organizational conflicts of interest.

**20.2. Complaints**

Grantee must maintain a process for receiving, investigating, and resolving complaints regarding the provision of any services outlined in this Grant Contract Agreement, including complaints about potential fraud or unlawful use of state grants administered by Grantee.

**20.3. Prevailing Wage**

The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes § 177.41 through 177.50, as applicable.

**20.4. Paid Leave**

The Grantee must be in compliance with MN Paid Leave governed by Minnesota Statutes Chapter 268B, as applicable. The Grantee's employees and agents will not be considered State employees.

**20.5. Grantee Certification**

Grantee certifies that none of its employees with access to grant funds, or who holds fiduciary responsibility or authority over the grants, including board members, officers, executives, employees, or agents of Grantee has been convicted of a criminal offence related to a state grant. Grantee must promptly notify the State if, during the course of this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

**20.6. Notification of Unlawful Use of Funds**

Grantee must promptly disclose to the State whenever, in connection with this grant award, it has evidence of unlawful use of grant funds, or violations of federal or state law related to this award, including possible fraud or misuse, conflict of interest, bribery, or other financial crimes by personnel of the grantee, subgrantee, subrecipients, or beneficiaries.

**21. Sovereign Immunity**

Pursuant to Minn. Stat., §§ 16B.98, subd. 10 and 16C.05, subd. 7, State may not require a Tribal Nation to deny its sovereignty as a requirement or condition of a grant agreement with BWSR or an agency of the State. Nothing in this grant agreement or acceptance of this grant agreement shall be construed as a waiver or limited waiver of the Tribal Nation's sovereign immunity. In the event the terms and conditions set forth in this grant agreement conflict with the provisions of this section, the provisions of this section shall govern.

**22. Exhibits**

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

**Exhibit A: Program Requirements**

**22.1 Grant Contract Agreement Signature Page**

**State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15*

Print Name:

Signature: Kari Keating Digitally signed by Kari Keating Date: 2026.10.07 08:35:31 -05'00'

Title: Grant Specialist Date:

SWIFT Contract No. 297845

**Red Lake WD (Grantee)**

By: Tammy Audette
Signed by:
Tammy Audette
545850A264474ED...
*(signature)*

Title: Administrator

Date: 10/12/2026

**State Agency**

By: Adam Beilke
Signed by:
Adam Beilke
54B60BB4C36B49E...
*(signature)*

Title: Land and Water Programs Supervisor

Date: 10/28/2026

By signing this agreement, signer represents they have legal authority to commit the grantee to the terms of this agreement.

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**Grant Program Requirements:**
**FY26-27 Watershed Based Implementation Funding**

## 1. Match

A non-state match equal to at least 10% of the amount of the grant received is required. The anticipated source(s) for the match shall be identified in the grant work plan. Match can be provided by a landowner, authorized agent, private organization, local, federal, or Tribal government or other non-state source and can be in the form of cash or the cash value of services or materials contributed to the accomplishment of grant objectives. State funded loans repaid with non-state funds may be used for the match.

## 2. Grant Work Plan

A work plan shall be developed in eLINK and must be approved before execution of the grant agreement. The work plan activities shall reflect the priorities identified in the respective state approved, locally adopted plan(s), a summary of the anticipated activity outcomes or accomplishments, and grant funding estimates to accomplish each of the activities.

## 3. Activity Eligibility

Consistent with the Clean Water Legacy Act (Minnesota Statutes 114D), the primary purpose of activities must be to protect, enhance, or restore water quality in lakes, rivers, or streams or to protect groundwater and drinking water sources from degradation.

Eligible activities must be identified in the implementation section of a state approved, locally adopted comprehensive watershed management plan developed under Minnesota Statutes §103B.801; or in the seven-county Twin Cities metropolitan area: watershed management plan required under Minnesota Statutes §103B.231, county groundwater plan authorized under Minnesota Statutes §103B.255, or a soil and water conservation district comprehensive plan authorized under Minnesota Statutes §103C.331 as revised in 2024 (i.e., to be eligible, 103C plans must be approved by the BWSR Board).

Financial assistance is limited to flat rate payments and percent-based payments. Flat rate financial assistance must be reasonable and justifiable, and supported by grant recipient policy (and sub-recipient policy, if applicable). Financial assistance for percent-based payments must not result in grantee financial assistance agreements paying greater than 100% of the cost of any activity. BWSR reserves the right to review and/or advise the grantee regarding financial assistance rates.

The following categories describe the program requirements in more detail. For activities not listed as eligible or ineligible, the BWSR grant manager may convene subject matter experts to develop a recommendation for BWSR regional managers to determine eligibility.

**I. General**

**A. Eligible**

1. Staffing, administrative, technical, and engineering expenses to advance plan implementation, site investigations and assessments, design and cost estimates, construction or installation supervision, and inspections.
2. Equipment necessary for the implementation of water quality practices and programs consistent with the purposes of these funds.
3. Public participation and engagement and other activities necessary for the implementation of water quality practices and programs.

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4. Developing ordinances that supplement existing federal/state/local requirements to protect water quality.
5. Development or maintenance of systems to collaboratively track implementation of comprehensive watershed management plans.
6. Local grant administration, management, and reporting that are directly related to and necessary for implementing the project(s) or activity(ies) associated with the grant.

**B. Ineligible**

1. Incentive payments.
2. Activities that meet minimum requirements of law or permit including but not limited to: Buffer Law, Drainage Law, Shoreland Law, Groundwater Protection Rule, Wetland Conservation Act, and NPDES Construction Stormwater Permit except subsurface sewage treatment systems and feedlots as described below.
3. Contribution to a contingency or reserve fund or payment(s) to an equipment replacement fund that extends beyond the grant agreement period.
4. Development and delivery of educational activities and curriculum that do not support or lead to the implementation of water quality practices.
5. Routine maintenance activities or repair of capital equipment and infrastructure within the effective life of existing practices or projects.
6. Assessment or amendment of plans developed under Minnesota Statutes 103B, 103C, or 103D.

## II. *Structural and Non-Structural Practices and Activities*

**A. Eligible**

1. Structural and non-structural practices and activities that supplement or exceed current minimum state standards or procedures for protection, enhancement, and restoration of water quality in lakes, rivers, and streams or that protect groundwater and drinking water sources from degradation.

**B. Ineligible**

1. Activities that outlet landlocked basins.
2. Stormwater conveyances that collect and move runoff, but do not provide water quality treatment benefit.
3. Replacement, realignment or creation of bridges, trails or roads.

**C. Requires Additional BWSR Approval**

1. The BWSR grant manager, in consultation with regional managers, must approve the use of grant funds to provide financial assistance for a duration longer than three years for non-structural land management practices.

## III. *Easements and Fee Title Acquisition*

**A. Eligible**

1. Non-state held temporary or permanent easements (conservation, flowage, maintenance, access, etc.) necessary to implement a project consistent with these program requirements. The BWSR grant manager, in consultation with the Easements Section Manager and BWSR Regional Manager, must approve all acquisition of non-state held easements prior to expenditure of state

grant funds. Review criteria include but are not limited to: cost, easement type, and rights granted via the easement.

**B. Ineligible**

1. State-held easements.
2. Fee title land acquisition, unless authorized by the BWSR Assistant Director for Regional Operations.
3. State funding may not be used to pay for conservation easements that exceed RIM easement rates unless authorized by the BWSR grant manager, in consultation with the Easements Section Manager.

**IV. *In-Lake or In-Channel Treatment***

**A. Eligible**

1. Management practices such as non-native rough fish management, lake drawdown, and alum treatments that have been identified as an implementation activity in a TMDL study or watershed restoration and protection strategies report and/or in a comprehensive watershed management plan or metro watershed management plan.

**B. Ineligible**

1. Water treatment activities with unknown long-term benefits, water quality outcomes, ecological impacts, or effective life including but not limited to harvesting or chemical treatment of aquatic plants, lanthanum, or nanobubble technology.
2. All subsequent applications and treatments after the initial design and implementation. These are considered operation and maintenance expenses and are a project sponsor responsibility.

**C. Requires Additional BWSR Approval**

1. The BWSR grant manager, in consultation with the BWSR clean water specialist, must approve a feasibility study that meets BWSR-defined criteria prior to proposing in-lake or in-channel treatment in a work plan.

**V. *Feedlots***

**A. Eligible**

1. Eligible practices are limited to: livestock management facilities that were initially registered before January 1, 2005; and livestock operations registered with the Minnesota Pollution Control Agency Database or its equivalent, not classified as a Concentrated Animal Feeding Operation (CAFO), and facilities that are not expanding beyond the current number of registered animal units in accordance with Minnesota Rules Chapter 7020. BWSR reserves the right to deny, postpone or cancel funding where financial penalties related to violations have been imposed on the operator.

**B. Additional considerations:**

1. Funded projects must comply with standards in MN Rules Chapter 7020 upon completion (i.e., no partial fixes allowed).
2. Eligible practices are limited to best management practices listed by the Minnesota NRCS or other applicable standards as certified by a professional engineer.
3. Practices and project components must meet all applicable local, state, Tribal, and federal standards and permitting requirements.
4. Feedlot roof structures are eligible up to $100,000 per project with state grant funds and not to exceed 100% of construction costs.
5. Feedlot relocations are eligible, up to $100,000 per project with state grant funds and not to exceed 100% of the construction costs. The existing eligible feedlot must be permanently closed in accordance with local and State requirements. The existing and relocated livestock waste management systems sites are considered one project for grant funding.

C. **Ineligible**

1. Slats placed on top of manure storage structures.

VI. ***Subsurface Sewage Treatment Systems***

A. **Eligible**

1. Replacing systems on homesteaded properties identified as an imminent threat to public health or safety or systems that are failing to protect groundwater. Landowners must meet low-income thresholds established by the grant recipient according to USDA Rural Development or similar published criteria.
2. Costs associated with connecting a home into a sewer line that goes to a municipal or community wastewater treatment plant if the criteria in A1) (above) is met.
3. Tribal Governments replacing systems identified as an imminent threat to public health or safety or systems that are failing to protect groundwater. Tribal Governments may define criteria for replacing ITPHS SSTS.

B. **Ineligible**

1. Systems regulated by National Pollution Discharge Elimination System or State Disposal System permits (treated surface discharge or systems discharging over 10,000 gallons per day).

C. **Requires Additional BWSR Approval**

1. Proposed community wastewater treatment solutions involving multiple landowners are eligible for funding if they are listed on the MPCA's Project Priority List (PPL) and have a Community Assessment Report (CAR) or facilities plan (Minn. Rule 7077.0272) developed prior to work plan submittal.

VII. ***Drainage Systems and Drainage Management***

A. **Eligible**

1. Funds can be used as an external source of funding for Minnesota Statutes §103E.011 Subd. 5 to facilitate multi-purpose drainage management practices with a primary purpose of improving water quality by reducing erosion and sedimentation or excess nutrient delivery and which may provide secondary benefits of reducing peak flows and flooding while protecting drainage system efficiency and reducing drainage system maintenance.

B. **Ineligible**

1. Drain tile, except for tile outlets required for water and sediment control basins, tile required to make eligible drainage water management practices function, tile required to collect and move runoff to a treatment system, and dense pattern tile to replace open tile inlet(s).
2. Ditching except if needed for the creation of a storage and treatment wetland restoration.
3. Back-flow preventing flap gates on side inlet structure pipes where a system-wide analysis has not been completed.
4. Continuous berms greater than an average of 3 feet high (above existing ground) along Minnesota Statutes 103E drainage ditches.
5. Components or activities otherwise required by Minnesota Statutes103E Drainage Law.

VIII. ***Water Monitoring and Conservation***

A. **Eligible**

1. Private well testing and cost of lab analysis for the following contaminants: coliform bacteria, nitrate, arsenic, lead and manganese via clinics/events/in office for the purpose of well user awareness of their drinking water quality.

B. **Ineligible**

1. Water quality monitoring including such as, but not limited to, routine, baseline, diagnostic, long-term trend, or effectiveness monitoring. This includes both surface and groundwater monitoring activities.
2. Municipal drinking water supply facilities or individual drinking water treatment systems.
3. Household water conservation appliances and water fixtures.

## 4. Native Vegetation

Projects that involve vegetation restoration or establishment must use native vegetation and seed and plant sources consistent with BWSR's Native Vegetation Establishment and Enhancement Guidelines, with the exceptions listed below. Use of plant species on the Minnesota Noxious Weed List is prohibited for all projects. Non-native species used for projects must not pose a risk to native plant communities. The maximum distance for sources of herbaceous species seed and plants is 200 miles; and for tree and shrubs seed and plants the distance is 300 miles.

***Exceptions***

- Non-native, non-invasive perennial crops, hay crops or forage crops may be used:
  - i. As part of a drinking water protection strategy in a vulnerable or highly vulnerable DWSMA as designated by the Department of Health or in a Township Well Testing high-priority area as determined by the Department of Agriculture;
  - ii. In buffers, borders, grass waterways or other areas likely to be exposed to pesticides or part of agricultural production;
  - iii. For soil stabilization, erosion prevention and carbon sequestration in an agricultural production setting;
  - iv. On fields that will be hayed, grazed or harvested.
- For the exceptions above, if the project area is under 20 acres in size, the exception may be approved by local conservation staff. If the project area is 20 acres or larger, or for any exceptions not listed here, grantees must request approval from the BWSR Grant Manager in consultation with staff from BWSR's Resource Conservation Section.
- Cover crops used to improve soil health and/or water quality are allowed without a maximum acreage limit.
- Temporary cover is allowed without a maximum acreage limit when needed to stabilize project sites prior to the construction of structural conservation practices.
- Cultivars of native species may be used in urban stormwater plantings if they accomplish similar or greater ecological functions, help achieve aesthetic goals and do not pose an invasive or other environmental risk.

## 5. Allowable and Unallowable Costs

Allowable costs are costs solely incurred though project activities that are directly related to and necessary for producing the project outcomes described in the work plan. Grantee is required to account for the staff time charged to this BWSR grant in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

Unallowable costs include but are not limited to:

A. Bad debts, monetary settlements and judgements, late payment fees, and investment management fees
B. Donations, fundraising, sponsorships, and acknowledgements
C. Entertainment, gifts, prizes, and decorations
D. Alcohol
E. Interest on loans not authorized under state statute

F. Loans of BWSR grant funds
G. Lobbying, lobbyists, and political contributions
H. Merit awards and bonuses

## 6. Technical Quality Assurance

***Practices and projects must meet the following requirements to ensure long-term public benefit:***

A. **Technical Assistance Provider.** The recipient must designate technical assistance provider(s) that have appropriate credentials for investigation, design, and construction.

B. **Practice Standards.** Practices and projects must use appropriate standards for design, construction, effective life, operation, and maintenance.

C. **Practice Certification.** Technical assistance provider(s) must certify that the practice or project was installed or constructed in accordance with the applicable plans and specifications, including approved modifications, prior to authorization for payment.

D. **Operation and Maintenance.** Technical Assistance Provider(s) must prepare an operation and maintenance (O&M) plan specific to the site and practice(s) implemented.

E. **Periodic Practice/Project Inspection.** Inspections shall confirm that the operation and maintenance plan is being followed and the project has not been altered or removed.

F. **Structural Practice Life.** All structural practices must be designed and maintained for a minimum effective life of ten years for best management practices and 25 years for capital improvement practices. The beginning date for a practice's effective life is the same date final payment is approved and the project is considered complete. Where questions arise under this section, the effective lifespan of structural practices and projects shall be defined by current and acceptable design standards or criteria.

***Project and Practice Assurances***

A written agreement is required to ensure program requirements are met when installing projects and practices or providing financial assistance to a landowner or authorized agent. Project and Practice Assurances must include technical and financial obligations and requirements for the installation, operation, and maintenance of the practice or project, including a plan for failures or noncompliance.

## 7. Providing Financial Assistance

All BWSR funds used by a recipient to provide financial assistance to a landowner or authorized agent requires adequate project assurances.

A. **Project Application and Agreements**. Work completed prior to the signing of the agreement is not eligible.
B. **Conservation Practice Contract Noncompliance**. Failure to complete, maintain, or repair a conservation practice or unauthorized alteration is considered non-compliance with an executed conservation practice agreement. If the organization discovers noncompliance, they must take action to resolve and notify BWSR.

## 8. Grant Management and Reporting

Grantee is required to report on the outcomes, activities, and accomplishments.

MINNESOTA

# Payment Advice



## To

**Vendor ID:** 0000195935
**Vendor Location:** 001
**Vendor Name:** RED LAKE WATERSHED DIST
**Vendor Address:** 1000 PENNINGTON AVE S
THIEF RIVER FLS, MN 56701

## Reference Information

**Pay Cycle:** DLYEFT
**Pay Cycle Seq Number:** 3871

## Payment Information

**Payment Reference:** 0010788090
**Payment Date:** 11/19/2026
**Payment Method:** Automated Clearing House

| Agency Code / Description | Contact Phone | Voucher ID / Payment Message | Invoice Date | Invoice Number | Customer Account | Paid Amt |
|---|---|---|---|---|---|---|
| R9P / WATER/SOIL RESOURCES BOARD | 651/296-3767 | 00 00039814<br>FY27 WBIF | 11/02/2026 | FY27 WBIF | BWSR | 748,083.00 |

**Total:** **748,083.00** **USD**

RECEIVED
NOV 19 2026
Initial:

#149B

## 103E.261 PRELIMINARY HEARING.

Subdivision 1. **Notice.** When the preliminary survey report is filed, the auditor shall promptly notify the drainage authority. The drainage authority in consultation with the auditor shall set a time, by order, not more than 30 days after the date of the order, for a hearing on the preliminary survey report. At least ten days before the hearing, the drainage authority after consulting with the auditor shall give notice by mail of the time and location of the hearing to the petitioners, owners of property, and political subdivisions likely to be affected by the proposed drainage project in the preliminary survey report.

Subd. 2. **Hearing.** The engineer shall attend the preliminary hearing and provide necessary information. The petitioners and all other interested parties may appear and be heard. The commissioner's advisory report on the preliminary plan must be publicly read and included in the record of proceedings.

Subd. 3. **Sufficiency of petition.** (a) The drainage authority shall first examine the petition and determine if it meets the legal requirements.

(b) If the petition does not meet the legal requirements of this chapter, the hearing shall be adjourned until a specified date by which the petitioners must resubmit the petition. The petition must be referred back to the petitioners who, by unanimous action, may amend the petition. The petitioners may obtain signatures of additional property owners as added petitioners.

(c) When the hearing is reconvened, if the petition is not resubmitted or does not meet the legal requirements, the proceedings must be dismissed.

Subd. 4. **Dismissal.** (a) The drainage authority shall dismiss the proceedings if it determines that:

(1) the proposed drainage project is not feasible;

(2) the adverse environmental impact is greater than the public benefit and utility after considering the environmental, land use, and multipurpose water management criteria in section 103E.015, subdivision 1, and the engineer has not reported a plan to make the proposed drainage project feasible and acceptable;

(3) the proposed drainage project is not of public benefit or utility; or

(4) the outlet is not adequate.

(b) If the proceedings are dismissed, any other action on the proposed drainage project must begin with a new petition.

Subd. 5. **Findings and order.** (a) The drainage authority shall state, by order, its findings and any changes that must be made in the proposed drainage project from those outlined in the petition, including changes necessary to minimize or mitigate adverse impact on the environment, if it determines that:

(1) the proposed drainage project outlined in the petition, or modified and recommended by the engineer, is feasible;

(2) there is necessity for the proposed drainage project;

(3) the proposed drainage project will be of public benefit and promote the public health, after considering the environmental, land use, and multipurpose water management criteria in section 103E.015, subdivision 1; and

(4) the outlet is adequate.

(b) Changes may be stated by describing them in general terms or filing a map that outlines the changes in the proposed drainage project with the order. The order and accompanying documents must be filed with the auditor.

Subd. 6. **Outlet; existing drainage system.** If the outlet is an existing drainage system, the drainage authority may determine that the outlet is adequate and obtain permission to use the existing drainage system as an outlet. The drainage authority shall assign a number to the proposed drainage project and proceed under section 103E.401 to act in behalf of the proposed drainage project.

Subd. 7. **Effect of findings.** (a) For all further proceedings, the order modifies the petition and the order must be considered with the petition.

(b) The findings and order of the drainage authority at the preliminary hearing are conclusive only for the signatures and legal requirements of the petition, the nature and extent of the proposed plan, and the need for a detailed survey, and only for the persons or parties shown by the preliminary survey report as likely to be affected by the proposed drainage project. All questions related to the practicability and necessity of the proposed drainage project are subject to additional investigation and consideration at the final hearing.

**History:** *1990 c 391 art 5 s 40; 2014 c 164 s 9,10*

Outlook

# Penn-Red Lake JD 1, RLWD Outlet 3 Improvement Petition

**From** Melissa.Bushy@redlakewatershed.org
**Draft saved** Mon 11/23/2026 11:45 AM
**To** Tammy Audette <tammy.audette@redlakewatershed.org>

**From:** Tammy Audette <tammy.audette@redlakewatershed.org>
**Sent:** Friday, November 20, 2026 5:04 PM
**To:** Melissa Bushy <Melissa.Bushy@redlakewatershed.org>
**Subject:** Fw: Penn-Red Lake JD 1, RLWD Outlet 3 Improvement Petition

Make sure Nate addresses this and maybe should share with the Board.

Tammy Audette
Administrator
Tammy.Audette@redlakewatershed.org
Red Lake Watershed District
1000 Pennington Avenue South
Thief River Falls, MN 56701
218.681.5800

---

**From:** John Kolb <JKolb@rinkenoonan.com>
**Sent:** Friday, November 20, 2026 12:17 PM
**To:** Nate Dalager <nate.dalager@hdrinc.com>
**Cc:** Mike Flaagan <mlflaagan@penningtonmn.gov>; Julie Fincher <JFincher@rinkenoonan.com>; Tammy Audette <tammy.audette@redlakewatershed.org>
**Subject:** Penn-Red Lake JD 1, RLWD Outlet 3 Improvement Petition

**Known Contact**
This email came from someone you have sent mail to or received mail from before.

Trusted

Protected by Trustifi

Nate,

In anticipation of the continued meeting on the JD 1 issues on December 4, I am hoping you can provide a back of napkin opinion of the likely cost of repair components of the improvement.

Thanks,

JCK

John C. Kolb
Attorney

Red Lake Watershed District

Permit # 26-141

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **lucas wolff** | | 16794 sorteberg dr thief river falls,MN 56701 | dukewolff9870@yahoo.com | tel: 218-681-4599 |

## General Information

(1) The proposed project is a: **Surface Drainage (New Ditch or Improvement),**

(2) Legal Description

(3) County: **Pennington** Township: **Silverton** Range: **42** Section: **22**

(4) Describe in detail the work to be performed: clean ditch bottom back to working grade

(5) Why is this work necessary? Explain water related issue/problem being solved. **water sitting in ditch and field**

## Status

| Status | Notes | Date |
|---|---|---|
| Approved | The Red Lake Watershed District (RLWD) approves to clean sediment out of the county road ditch along Pennington County Road 84/210th St. 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. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. Current flow patterns shall remain "as-is" and there shall be no additional drainage area or flows from the adjacent agriculture land routed to the ditch. 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) | 11/23/2026 |
| Received | | 10/26/2026 |

## 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

Red Lake Watershed District

Permit # 26-146

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Cole Nymann** | | 22996 165th st se Plummer,MN 56748 | cole.nymann1@gmail.com | tel: 218-686-0404 |

## General Information

(1) The proposed project is a: **Surface Drainage (New Ditch or Improvement),Culvert Installation / Removal / Modification,**

(2) Legal Description

(3) County: **Pennington** Township: **Mayfield** Range: **41** Section: **6**

(4) Describe in detail the work to be performed: ditch cleaning from carlson/wilde plugged culvert project to center street. adding entrance in nw corner with culvert and flap as discussed.

(5) Why is this work necessary? Explain water related issue/problem being solved. **adding an additonal water flow and a a flap culvert to reduce water pooling and back flowing**

## Status

| Status | Notes | Date |
|---|---|---|
| Approved | The Red Lake Watershed District (RLWD) approves to install an 18" culvert with flap gate to assist in drainage and hold water with in Pennington County Ditch 32. Install culvert at the current inverts. And clean sediment out of township road ditch for better drainage. 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) | 11/23/2026 |
| Received | | 11/04/2026 |

Red Lake Watershed District

Permit # 26-147

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Cole Nymann** | | 22996 165th st se Plummer,MN 56748 | cole.nymann1@gmail.com | tel: 218-686-0404 |

## General Information

(1) The proposed project is a: **Surface Drainage (New Ditch or Improvement),**

(2) Legal Description

(3) County: **Pennington** Township: **Kratka** Range: **41** Section: **30**

(4) Describe in detail the work to be performed: ditch south of 120 street running east to the large drainage ditch that is currently being cleaned by the county

(5) Why is this work necessary? Explain water related issue/problem being solved. **water is backed up and pooling in farmland.**

## Status

| Status | Notes | Date |
|---|---|---|
| Approved | The Red Lake Watershed District (RLWD) approves to clean sediment out of the county road ditch along County Road 58/120th St NE. 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. All excavation shall be consistent with the existing road and ditch slopes and there shall be no vertical excavation faces. Current flow patterns shall remain "as-is" and there shall be no additional drainage area or flows from the adjacent agriculture land routed to the ditch. 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) | 11/23/2026 |
| Received | | 11/04/2026 |

Red Lake Watershed District

Permit # 26-148

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Aaron Hyland** | | 21833 st hwy 219 Goodridge,MN 56725 | Aahyland46@gmail.com | tel: 218-689-9969 |

## General Information

(1) The proposed project is a: **Culvert Installation / Removal / Modification,**

(2) Legal Description

(3) County: **Marshall** Township: **Grand Plain** Range: **41** Section: **27**

(4) Describe in detail the work to be performed: Place culvert though road

(5) Why is this work necessary? Explain water related issue/problem being solved. **To drain water from field**

## Status

| Status | Notes | Date |
|---|---|---|
| Approved | The Red Lake Watershed District (RLWD) approves to install an 18" culvert with flap gate to hold water in Marshall County Ditch 20 Lateral 1, contingent on approval from Marshall County as this culvert will be installed under Marshall County Highway 129 into Marshall County Ditch 20. 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) | 11/23/2026 |
| Received | | 11/04/2026 |

Red Lake Watershed District

Permit # 26-150

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Sunny Wilde** | Daughter of Charles Carlson | 23223 Center St East Thief River Falls,MN 56701 | Wilde2001@gmail.com | tel: 218-686-7432 |

## General Information

(1) The proposed project is a: **Culvert Installation / Removal / Modification,**

(2) Legal Description

(3) County: **Pennington** Township: **Wyandotte** Range: **42** Section: **1**

(4) Describe in detail the work to be performed: Put in a culvert

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

## Status

| Status | Notes | Date |
|---|---|---|
| Approved | The Red Lake Watershed District (RLWD) approves to install an 18" culvert with flap gate to hold water in Pennington County Ditch 32. Install 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) | 11/23/2026 |
| Received | | 11/13/2026 |

## 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

Red Lake Watershed District

Permit # 26-151

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Rick Neuschwander** | | 29041 State Hwy 89 NE Grygla,MN 56727 | | tel: 218-686-2329 |

## General Information

(1) The proposed project is a: **Tiling,**

(2) Legal Description

(3) County: **Marshall** Township: **Valley** Range: **39** Section: **36**

(4) Describe in detail the work to be performed: Completing an existing drain tile system. Finishing laterals and submain.

(5) Why is this work necessary? Explain water related issue/problem being solved. **Drain tile is needed to increase agricultural production.**

## Status

| Status | Notes | Date |
|---|---|---|
| Approved | The Red Lake Watershed District (RLWD) approves to install additional tile into an already existing system. The pump is already installed on the west side of the project, along County 54/400th Ave NE. 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 tile and/or pump station(s) outlets, 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 appropriate markers to show the outlet end of the pipe, any damage caused by maintenance will be at the expense of the landowner/applicant. Applicant shall re-seed any disturbed land with approved 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. If any of the work is done near adjacent wetlands or public watercourse, applicant shall contact the appropriate jurisdictional authority prior to the installation of the tile lines and meet their spec's/conditions. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) | 11/23/2026 |
| Received | | 11/17/2026 |

Red Lake Watershed District

Permit # 26-152

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Rick Neuschwander** | | 29041 State Hwy 89 NE Grygla,MN 56727 | | tel: 218-686-2329 |

## General Information

(1) The proposed project is a: **Tiling,**

(2) Legal Description

(3) County: **Marshall** Township: **Valley** Range: **39** Section: **36**

(4) Describe in detail the work to be performed: Install drain tile

(5) Why is this work necessary? Explain water related issue/problem being solved. **drain tile is needed to increase agricultural production.**

## Status

| Status | Notes | Date |
|---|---|---|
| Approved | The Red Lake Watershed District (RLWD) approves to install additional tile into an already existing system. Applicant wants to add the 80 to the east. The pump is already installed on the west side of the project, along County 54/400th Ave NE. 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 tile and/or pump station(s) outlets, 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 appropriate markers to show the outlet end of the pipe, any damage caused by maintenance will be at the expense of the landowner/applicant. Applicant shall re-seed any disturbed land with approved 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. If any of the work is done near adjacent wetlands or public watercourse, applicant shall contact the appropriate jurisdictional authority prior to the installation of the tile lines and meet their spec's/conditions. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) | 11/23/2026 |
| Received | | 11/17/2026 |

Red Lake Watershed District

Permit # 26-154

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Michael Arveson** | | 10011 400TH AVE SE Goodridge,MN 56725 | | tel: 218-416-0324 |

## General Information

(1) The proposed project is a: **Tiling,**

(2) Legal Description

(3) County: **Pennington** Township: **Hickory** Range: **39** Section: **3**

(4) Describe in detail the work to be performed: Pattern tiling approximately 125 acres outletting into drainage ditch that outlets into the Red Lake River in Section 3 of Hickory Township.

(5) Why is this work necessary? Explain water related issue/problem being solved. **Increase yields and reduce erosion.**

## Status

| Status | Notes | Date |
|---|---|---|
| | The Red Lake Watershed District (RLWD) approves to install drain tile grid pattern along Pennington County Ditch 43. Approval from Pennington County will be required to start this project, and any requirements from them shall be followed. 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 tile and/or pump station(s) outlets, 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. | |
| Approved | Applicant shall install appropriate markers to show the outlet end of the pipe, any damage caused by maintenance will be at the expense of the landowner/applicant. Applicant shall re-seed any disturbed land with approved 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. If any of the work is done near adjacent wetlands or public watercourse, applicant shall contact the appropriate jurisdictional authority prior to the installation of the tile lines and meet their spec's/conditions. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) | 11/23/2026 |
| Received | | 11/19/2026 |

Red Lake Watershed District

Permit # 26-155

**Status Report: Approved**

**Expiration:11/23/2027**

## Applicant Information

| Name | Organization | Address | Email | Phone Number(s) |
|---|---|---|---|---|
| **Mike Arveson** | Field Drainage | 10011 400TH AVE SE Goodridge,MN 56725 | jess.determan@yahoo.com | tel: 218-416-0324 |

## General Information

(1) The proposed project is a: **Tiling,**

(2) Legal Description

(3) County: **Pennington** Township: **Hickory** Range: **39** Section: **12**

(4) Describe in detail the work to be performed: Pattern tile the field on the North side of the river in section 12 in Hickory Township into the Red Lake River,

(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 patterned drain tile with multiple gravity outlets along the Red Lake River . 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 tile and/or pump station(s) outlets, 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 appropriate markers to show the outlet end of the pipe, any damage caused by maintenance will be at the expense of the landowner/applicant. Applicant shall re-seed any disturbed land with approved 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. If any of the work is done near adjacent wetlands or public watercourse, applicant shall contact the appropriate jurisdictional authority prior to the installation of the tile lines and meet their spec's/conditions. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166) | 11/23/2026 |
| Received | | 11/19/2026 |

Outlook

# Weekly Updates - November 9, 2026 to November 20, 2026

**From** Melissa.Bushy@redlakewatershed.org
**Draft saved** Mon 11/23/2026 11:01 AM
**To** Tammy Audette <tammy.audette@redlakewatershed.org>

**From:** Rob Sip <rob.sip@rrwmb.us>
**Sent:** Friday, November 20, 2026 3:43 PM
**To:** 'Tracy Halstensgard' <tracy@roseauriverwd.com>; Two Rivers Watershed District <dan.money@tworiverswd.com>; 'Morteza Maher' <morteza.maher@mstrwd.org>; Tammy Audette <tammy.audette@redlakewatershed.org>; Tara Jensen <tara@wildricewatershed.org>; Jamie Beyer <bdswd@runestone.net>
**Cc:** Nikki Swenson <nikki.swenson@rrwmb.us>; Maria Tommerdahl <maria.tommerdahl@rrwmb.us>; Louis Smith <smith@smithpartners.com>; Chuck Holtman <holtman@smithpartners.com>; Chas Anderson <chas@parkstreetpublic.com>; Ian Marsh <ian@resolve-strategies.com>; Molly Jansen <molly@parkstreetpublic.com>; Jennifer Johnson <jennifer@bighornpublicaffairs.com>
**Subject:** Weekly Updates - November 9, 2026 to November 20, 2026

**Suspicious Links**
Caution
This email contains a risky link you should open only if expected and contains a large file download that could not be fully checked for safety.

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RRWMB Managers (Bcc) and WD Administrators,

A few updates for you:

1. **MN Legislative Updates:** The 2027 legislature starts January 12, 2027.
   Senate DFL Caucus Elects Additional Leaders, Names New Committee Chairs | Minnesota Senate DFL

2. **RRWMB Letter on DNR Landscape Plans:** This week we submitted a letter with the RRWMB TAC comments included. DNR has received our letter, which is at the following link.
   https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:cd2c9a55-d6f8-4ebf-b707-75913226fab6

3. **RRWMB Ring Dike Criteria:** Here is a link to a more formal document with the criteria approved this week at the RRWMB meeting.
   https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:d1a6ccc3-8b2a-4af0-be94-3b12977aea34

4. **RRWMB 2025 Annual Report:** Here is the link again and it was placed on Linked-in and was sent out in the RRWMB meeting highlights.
   https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:75d4d45d-6bb0-4f50-a233-c6913a72b747

5. **RRWMB Legislative Manual:** Here is a link to the final approved and formatted manual. Please share with your boards.
   https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:1f088181-31fe-4336-9d75-c1b04f15fb73

6. **R&J Broadcasting:** This week the RRWMB Managers approved an additional $5,000 for radio advertising with R&J Broadcasting. There was mention that R&J Broadcasting could do additional radio ads in the Garden Valley Technologies coverage area at the meeting. Attached is a document that illustrates costs for this coverage and below is a link for the coverage area. If there is interest, we can cover it at the December 2026 board meeting.
   https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:6b7fa6e7-7740-4248-9e27-cfa4b848a9a7

7. **MPCA Permitting and Efficiently Report:** Here is a link to the report for your interest.
   https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:5f56e078-a4a6-47e3-8b45-ef923473fec3

8. **Draft March 2027 Conference:** Attached is the latest draft agenda.

9. **Upcoming Events:** Spreadsheet attached - it's going to be busy!

10. **Weather:**
    a. Water & Climate Update
    b. https://www.nrcs.usda.gov/sites/default/files/2026-10/NWCC%20Water%20and%20Climate%20Update%202026-10-29.pdf

Have a good weekend.

Robert L. Sip
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Red River Watershed Management Board

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RRWMB Story Map Link: https://storymaps.arcgis.com/stories/6a34a4665c0445e5a5d741037ac18d8c

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***Investing in and Managing the Watershed of the Red River Basin***

R&J BROADCASTING Inc. Homegrown Local Radio
Address: 312 West Main St. Ada, MN 56510 Toll Free Phone: 800-569-4171 Local Phone: 218-784-2844 rjbroadcasting.com

GARDEN VALLEY TECHNOLOGIES

Jim and I talked and came up with ideas that would greatly benefit the Red River Watershed Management Board:

**Towns Include:**

- Thief River Falls
- Red Lake Falls
- Red Lake County Central
- Bagley
- Grygla-Goodridge
- Fertile-Beltrami
- Win-E-Mac
- Fosston

**A.** $10,000- you are on all schools for sports season plus 2,920 Network ads to use across all GVT local channels plus a bonus ad on MN Wild, MN Twins and MN Timberwolves games on Garden Valley:

**B.** $5,000- Pick the 5 schools best suited to you for sports season plus 500 Network ads to use across all GVT local channels.

**Network Channels:**

- A&E
- Bally Sports North
- Bravo
- CNN
- Discovery
- E!
- ESPN
- ESPN2
- Food Network
- Fox News
- Freeform
- FX
- Hallmark Channel
- HGTV
- History
- Lifetime
- TBS
- TLC
- Turner Network
- USA Network

**DRAFT AGENDA - 2027 Inaugural Red River Basin Water Management Conference**
**RRWMB, FDRWG, RRJWRD, and RRRA**
**UNDER DEVELOPMENT (updated 11/20/2026)**

**Indicates unconfirmed and/or not completed yet.**

| | | | |
|---|---|---|---|
| **MONDAY, MARCH 15** | | | |
| **2:00 PM** | | Informal Gathering of the RRWMB and RRJWRD | |
| **4:00 PM** | | RRWMB Meeting at the Marriott | |
| | | Evening Meal on Your Own | |
| **TUESDAY, MARCH 16** | | | |
| **Registration from 8:00 AM to 9:30 AM** | | | |
| **9:30 AM** | **Welcome & Announcements, Day 1** (Josh Ihry, RRJWRD Chair) | | |
| | **Minnesota and North Dakota Drainage Law Updates** | | |
| **9:35 AM** | 30 min | USFWS Easements and Potential Effects on Drainage Projects | John Kolb |
| **10:05 AM** | 30 min | MN Drainage Ditch Abandonment and Drainage Work Group Update | Lukas Croaker |
| **10:35 AM** | 15 min | Break - do we need this? Take break out for Q/A Drainage Session Below? | |
| **10:50 AM** | 20 min | Minnesota Center for Environmental Advocacy Drainage Lawsuit Status | Justin Templin |
| **11:20 AM** | 40 min | MN and ND Drainage Case Law and Policy Updates | Lukas Croaker and Kale Van Bruggen |
| | 25 min | Q and A - Drainage Issues | |
| **12:00 PM** | **Lunch Provided** | | |
| **1:00 PM** | **Keynote Speakers: Working in an International Basin - What Does the Future Hold?** | | |
| | | | Morrie Lanning and Lance Yohe |
| **1:40 PM** | **Hosting Organization Panel: Roles and how we Partner** | | |
| | 10 min | Red River Watershed Management Board | Rob Sip |
| | 10 min | Red River Joint Water Resources District | Keith Weston |
| | 10 min | Flood Damage Reduction Work Group | Ben Bergey/Dan Money |
| | 10 min | Red River Retention Authority | Brian Fuder |
| | 15 min | Facilitated Q & A | Dan Fabian Has Been Asked |
| **2:45 - Break (20 min.)** | | | |
| **3:00 PM** | **Water Quality Updates:** | | |
| | 15 min | MN TMDLS and Nutrient Reduction Strategy | Chad Anderson, MPCA |
| | 15 min | North Dakota TMDLS and Nutrient Reduction Strategy | Marty Haroldson, DEQ |
| | 15 min | MN Water Quality Trends and Conservation Practices | Ashley Crowl |
| | 15 min | MN Five-year Monitoring Program Update | Jeff Madejek, Phillip Oswald |
| | 15 min | The Value of Conservation to Downstream Water Resiliency Infrastructure | Drew Kessler |
| **4:30 Announcements/Close Day 1** (R. Sip) | | | |
| **4:30 pm** | Social hour at hotel lounge | | |
| **6:00 pm** | Dinner - on your own/informal groups | | |
| **WEDNESDAY, MARCH 17** | | | |
| **7:30 am** | Breakfast in conference space at hotel | | |
| **8:30 Welcome & Announcements, Day 2** (Dan Money) | | | |
| | **Implementing Projects: New Data and Tools** | | |

| | | | |
|---|---|---|---|
| **8:35 am** | 20 min | Northern Red River Flood Study | ND DOT Preferred |
| | 20 min | NWS Flood Inundation Mapping | Amanda Lee (or alternate) |
| | 20 min | Minnesota Rural Floodplain Mapping Project | Grit May & Erik Jones |
| | 20 min | Operation Safe Flow | Joe Morrissette ND Dept of Water and Erik Jones |
| **10:05 Break (20 min.)** | | | |
| | **Mitigating Flood Damage: Projects Making a Difference** | | |
| **10:25 am** | 20 min | Redpath | Jamie Beyer & Jim Guler |
| | 20 min | Pembina Border Dike | Goeff Kramer and/or Matt Lindsay and Yaping Chi |
| | 20 min | Pembina Dam | Erik Jones |
| | 15 min | Devil's Lake Outlet | Yaping Chi |
| | 25 min | Norland and Black River Flood Impoundments - Operation and Maintenance | Tammy Audette and Tracy Halstensgard |
| **12:00 - 1:00 Lunch** | | | |
| | **Working Together: Partner Programs to Support Collaboration** | | |
| **1:00 PM** | 20 min | River Watch Program | Danni Halvorson & Students |
| | 20 min | History of Gaging at on the Red River | Gabe/Spencer Wheeling |
| | 20 min | Streamgaging in the Red River Basin - Today | Dan Thomas |
| | 20 min | Water Storage on MN Wildlife Management Areas | Nicholas Brown |
| **2:20 Break (20 min.)** | | | |
| | **Policy and Governance: Updates from Federal and State Legislatures** | | |
| **2:40 pm** | 30 min | 1998 Mediation Agreement Continuous Agreement | Ben Bergey/Dan Money |
| | 5 min | Federal Updates - Farm Bill, WRDA, RCPP, PL566 | Rob Sip |
| | 15 min | North Dakota Legislative Updates | Kurt Lysne & Keith Weston |
| | 15 min | Minnesota Legislative Updates | Rob Sip |
| **3:30 Close Day 2** (Ben Bergey) | | | |

***Session Moderators: Need volunteers***

**November 16: List of Upcoming Events**

| Event | Location | Venue |
|---|---|---|
| MN Watersheds Annual Conference | Nisswa, MN | Grand View Lodge |
| Prairie Grains Conference | Grand Forks, ND | Alerus Center |
| International Sugarbeet Institute | Fargo, ND | Fargodome |
| RRBC Conference | Grand Forks, ND | Alerus Center |
| RRWMB Legislative Meetings | St. Paul, MN | TBD |
| Mn Watersheds Legislative Conference | St. Paul, MN | Capitol Ridge Hotel |
| RRWMB, RRRA, RRJWRDB, and FDRWG Conference | Moorhead, MN | Marriott Hotel |

| Dates | General Attendee | Booth | Sponsor-ship | Presenta-tion | Planning Committee | Comments |
|---|---|---|---|---|---|---|
| December 2 - 4, 2026 | X | | | | | |
| December 9 - 10, 2026 | X | X | X | | | |
| January 13 - 14, 2027 | X | X | | | | |
| January 19 - 21, 2027 | X | | | | | |
| February 24, 2027? | | | | | | |
| February 23, 2027 | X | | | | | |
| March 16 - 17, 2027 | | | | X | X | |