

**WILD RICE WATERSHED DISTRICT  
RURAL FARMSTEAD RING DIKE PROGRAM  
APPLICATION FORM**

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Phone No (Home/Cell): \_\_\_\_\_

Property Location (Section, Township): \_\_\_\_\_

1. Attach a map showing the location of the property.
2. List types of structures to be protected:

	Dimensions/Size	Est. Property Market Value
• One or two story home with/without basement: _____		\$ _____
• Split level home with/without basement: _____		\$ _____
• Mobile Home: _____		\$ _____
• Other valuables on property that should be considered (please specify):		
• Outbuildings including steel grain bins, garages, shops, etc.		
_____		\$ _____
_____		\$ _____
_____		\$ _____

3. Provide recent flood history for the total property value and additional documentation, if available.

Year Flooded	Dollar Damage (Structures & Contents)	First Floor Damaged	First Floor Depth of Flooding	Basement Flooding	Outbuildings Flooded Dollars of Damage

4. What action was taken to prevent flooding i.e. sand bagging, moving valuables out of the basement, moving machinery? \_\_\_\_\_

5. Would the main floor or basement have flooded if no action was taken? \_\_\_\_\_

6. How many years have you done questions 4 and 5? \_\_\_\_\_

7. Is there room on your property to construct a ring dike? \_\_\_\_\_

8. Is there room for borrow for the dike on your property? \_\_\_\_\_

9. If selected for a project, how soon would you want it? \_\_\_\_\_

10. Provide a paragraph describing why you should be considered a priority applicant.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. Please list any other pertinent information regarding flooding history of your property and attach photos if available.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPLICATION FOR RING DIKE GRANT

This application is made this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, residing at \_\_\_\_\_ hereinafter "Applicant" to the Wild Rice Watershed District, 11 East Fifth Avenue, Ada, Minnesota 56510, hereinafter "WRWD."

The applicant hereby applies for a grant to be used for the design and construction of a ring dike, hereinafter "the Project," to be located on real property located in Section \_\_\_\_\_, of \_\_\_\_\_ Township, \_\_\_\_\_ County, Minnesota (the "Property").

In consideration of the WRWD's review of this application, the Applicant specifically acknowledges and understands that upon execution by Applicant, the following terms, conditions and representations shall apply:

- 1. WRWD, its officers, agents, employees, and contractors will be designing and constructing a ring dike to be located upon the property. Said design and construction will be at the sole discretion of WRWD. Applicant agrees to cooperate with the WRWD in all aspects of the design and construction of the Project;
2. The cost of the project will be shared by the following parties in the following amounts: (a) State of Minnesota - 50%; (b) Red River Watershed Management Board - 25%; (c) WRWD - 12.5%; (d) applicant - 12.5%; unless NRCS EQIP funding is eligible in which case the cost of the Project will be shared by the following parties in the following amounts: (a) NRECS EQIP - 75%; (b) WRWD - 12.5%; (d) applicant - 12.5%
3. Upon approval of necessary matching funding from the State of Minnesota, RRWMB, NRCS and WRWD, Applicant shall deposit with WRWD 12.5% of the estimated costs as determined by WRWD in the form of cash or a certified check. That amount shall be held in an account by the WRWD for the payment of Applicant's share of the costs related to the Project. These funds may be commingled with other WRWD funds, but a ledger of Applicant's funds deposited shall be kept on the records of the WRWD. In the event the actual costs exceed the estimated costs, Applicant shall make immediate payment of Applicant's 12.5% share of the cost overrun. If the cost is less, 12.5% of any excess shall be refunded to Applicant;
4. Actual construction costs shall be based on bid prices or written change order received from the contractor performing the work at the sole discretion of the WRWD.
5. Applicant acknowledges that the WRWD will be advancing funds and expending resources to provide for engineering and design services prior to receiving the required approval by the State of Minnesota. Should Applicant refuse to proceed with the Project at anytime within 5 years after the date on which Applicant submits this application, Applicant agrees to pay all actual costs related to such administration, planning, design and engineering from the funds deposited (or if no funds were deposited, the actual costs shall be immediately paid by Applicant to the WRWD), provided that such costs shall not exceed \$3,000.00.
6. Upon completion, the ring dike shall become solely the property of Applicant, with any and all costs relating to future repairs or maintenance of said ring dike being the sole responsibility of Applicant, Applicant is aware that the construction of the ring dike will not eliminate the need for emergency type measures by Applicant (i.e. pumping, sandbagging,...) during times of flooding in the future. The water control gates to be installed are typical for this type of flood mitigation Project and if manufactured and installed properly, should provide appropriate flood control. Applicant is aware, that gates, even if properly manufactured and installed, allow some leakage, and the Applicant will need to take the appropriate flood protection measures (i.e. pumping, sandbagging...) In addition, the gates, as well as the rest of the components of the dike will require periodic inspections and/or maintenance (repairing washouts, burrowing animal holes, mowing...) by the Applicant;
7. Applicant hereby releases and forever discharges WEWD, its officers, agents, and employees, and all other persons, firms, or corporations related to the Project from all claims or causes of action of any kind arising from or by reason of any and all known and unknown, foreseen and unforeseen, contemplated and not now contemplated, bodily and personal injuries, loss and damage to property and the consequences thereof, resulting and to result from this agreement and the design, construction, and future use of the Project;
8. Applicant agrees that the proposed ring dike's benefit to the Applicant's property outweighs any potential risk to Applicant and Applicant's adjacent property due to the actual construction at the ring dike or any subsequent embankment slippage or sliding;
9. Applicant grants to WRWD, its officers, agents, employees and contractors, an easement for ingress and egress, and construction of the Project over the Property as is necessary during all phases of the Project until completion. After completion, such rights of ingress and egress shall cease;
10. Applicant represents he/she/they is/are the fee owners of the Property and upon request by the WRWD, its officers, agents, employees, or contractors, shall promptly provide proof of said ownership to the satisfaction of WRWD including, but not limited to, an inspection of Applicant's abstract of title and/or certificate of title. Applicant has authority to enter into this agreement and doing so does not constitute a violation or default of any other agreement to which Applicant is a party or which affects the Property;
11. Applicant understands that WRWD is making no representations or other guarantees regarding the adequacy of the Project and that the installation of the Project does not remove Applicant from the existing flood plain designation; and
12. The Applicant acknowledges that the WRWD is under no obligation to approve this application or perform the duties of the WRWD listed herein within a specific period of time. If this application is not approved for any reason, WRWD shall be under no further obligation with regard to the Project except to return Applicant's deposit, less funds expended pursuant to paragraph 5. Notwithstanding approval of this application by WRWD, the Project may be terminated at any time if the WRWD determines, in its sole discretion, that the Project is not feasible for any reason such as engineering reports, design problems, failure to procure financing, etc. Applicant waives all claims for damages related to denial of this application, timing or delays of the approval, design and construction of the Project, or termination of the Project at any time by WRWD.
13. The Applicant provides the following as the flood of record for design of the project: \_\_\_\_\_

This application may not be granted, thereby making Applicant ineligible for any grant monies hereunder. The WRWD will process all applications based on the WRWD's list of eligibility criteria, however the WRWD is under no obligation to approve any applications. Applicant acknowledges that an application made at a later date may be approved, while this application is denied, depending upon the circumstances. The project is being administered under Minn. Stat. 103D.730.

This application is submitted this \_\_\_\_ day of \_\_\_\_\_.

Applicant Applicant

.....  
*DO NOT WRITE BELOW THIS LINE*

Application received by WRWD on \_\_\_\_\_ by \_\_\_\_\_

Action taken by WRWD: \_\_\_\_\_ Approved

\_\_\_\_\_ 2022 \_\_\_\_\_ Denied

\_\_\_\_\_ Incomplete need more information

\_\_\_\_\_ Tabled until \_\_\_\_\_

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*TO BE COMPLETED ONLY IF COMPLETED*

Estimated cost of project: \$ \_\_\_\_\_

12.5% of estimated cost received from Applicant, totaling \$ \_\_\_\_\_ received on \_\_\_\_\_ by \_\_\_\_\_

Project commenced on: \_\_\_\_\_

Project completed on: \_\_\_\_\_

Total costs of completed project: \_\_\_\_\_

To be paid as follows:

State of Minnesota: \_\_\_\_\_

RRWMB: \_\_\_\_\_

WRWD: \_\_\_\_\_

Applicant: \_\_\_\_\_

Amount to be refunded to Applicant: \_\_\_\_\_

Amount due from Applicant: \_\_\_\_\_