

REGULAR MEETING of the BOARD OF MANAGERS
Thursday September 4, 2025 – 8:00 a.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **CONSENT AGENDA:** _____

- August 7, 2025 regular board meeting minutes
- Treasurer's reports
- Permits 25-220, 25-21, & 25-22
- Review and approve manager and employee expense vouchers

❖ **PERMITS:**

- 25-14 (Tony Brateng)

❖ **DELEGATION:**

❖ **OLD BUSINESS:**

- HDR contract _____

❖ **8:30 BUDGET HEARING**

- Budget resolution
- Ditch levy resolution
- RRWMB resolution

❖ **NEW BUSINESS:**

❖ **PROJECTS:**

- Hay Creek PT update: _____
- CD 8 Construction update _____
- Roseau Lake: construction update _____
- Juneberry: _____

❖ **9:00 a.m. -- BID OPENING – Sprague Creek Mitigation**

❖ **REPORTS:**

- RRWMB: _____
- Technician: _____

■ Administrator: _____

- ❖ **Closed meeting to discuss pending litigation:**

❖ OTHER ITEMS: _____

❖ **NEXT MEETING DATE:** October 4, 2025 @ 8:00 a.m.

❖ **MOTION TO ADJOURN:** _____ Time: _____

❖ **DATES TO REMEMBER:**

- Dec. 2-5: Mn Watersheds Annual Conference

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD
OF MANAGERS MEETING HELD AUGUST 7, 2025**

ORDER: Chairman Diesen called the meeting to order at 8:00 a.m. and led the Pledge of Allegiance.

MANAGERS PRESENT: Carter Diesen, Laverne Voll, Jason Braaten, James Johnson, and Cody Schmalz

STAFF PRESENT: Administrator Halstensgard, Technician Broten, and Assistant Wensloff

OTHERS PRESENT: See attached list

CONSULTING STAFF PRESENT: Erik Jones, Houston Engineering; Michelle Moren, Attorney; Torin McCormack, HDR; Nate Dalager, HDR; Tom Enright, DNR

AGENDA: A **motion** was made by Manager Braaten to approve the agenda as amended, seconded by Manager Voll. Motion carried unanimously. Changes to the agenda included adding Permit application numbers 25-15, 25-16, and 25-17 to the consent agenda; adding permit application numbers 25-13, 25-14, 25-18, and 25-19 under Permits for discussion; and Byron Dahl and Rick Larsen as Delegates.

CONSENT AGENDA: A **motion** to approve the Consent Agenda was made by Manager Schmalz. The motion was seconded by Manager Johnson. The motion was carried unanimously. Adoption of the Consent Agenda included the addition of

- Approval of June 26, 2025, regular meeting minutes
- Treasurer's Report: Administrator Halstensgard added the following to the report included in the packet - two deposits from the State, one from the LSOHC funds for the Roseau Lake Project for \$378,953.40 and the other from the Inflation Reduction Act for Juneberry Project Team for \$21,319.00. Additional bills for Elan Financial Services for \$1,714.58, Marco copier contract for \$193.66, Moren Law Office for \$3,407.50, Pete Kvien mowing for \$2,867.50, Houston Engineering for the Oak Crest Final Hearing payment of \$118.50, Tech Works for Google charges for \$345.60, Roseau-LOW Title and Abstract for \$300, and Mark Beito beaver trapping for \$525
- Permits 2025-15, 2025-16, 2025-17
- Review and Approve manager and employee expense vouchers as read by Manager Braaten

PERMITS: Manager Johnson recused himself for the Intercept permit discussion. After discussion, Manager Voll made a **motion** to approve pending application submittal. Manager Braaten seconded the motion. Motion carried with Manager Johnson abstaining. Manager Johnson returned to the meeting.

Permit 2025-13(Brateng) Manager Braaten made a **motion** to approve the permit for the side-water inlets. No permit is needed for the ditch cleaning. Manager Schmalz seconded the motion. Motion carried unanimously.

Permit 2025-14(Brateng) Manger Johnson made a **motion** to table permit until additional information is received. Manager Schmalz seconded the motion. Motion carried unanimously.

Permit 2025-18(Erickson) Manager Braaten made a **motion** to approve the permit. Manager Johnson seconded the motion. Motion carried unanimously.

Permit 2025-19(Brateng) Manager Voll made a **motion** to approve the permit. Manager Johnson seconded the permit. Motion carried unanimously.

DELEGATION: Byron Dahl, landowner, spoke about a parcel of land in Section 8 in Reine Township for potential impoundment site. Technician Broten will review drainage area, topography site map and parcels.

Rick Larson, landowner, spoke about Hwy 89 culverts. The RRWD will submit a recommendation request to MnDOT to lower pipes and grade the ditch.

OLD BUSINESS: There was no old business at this meeting.

NEW BUSINESS:

Property tax exemptions: Administrator Halstensgard discussed the inquiry from the County Assessor's Office concerning the tax status of land the District owns. In the past, the board elected to exempt parcels once a project has been built. There was discussion about the property taxes being funded by other property tax funds (RRWD General Levy). Manager Voll made a **motion** to continue to pay the property tax, with Manager Schmalz seconding the motion. Motion carried unanimously.

2026 Budget discussion: Manager Braaten and Administrator Halstensgard presented the proposed budgets for 2026. Draft budgets for \$250,000 and \$300,000 were submitted to the Board for discussion. After discussion, Chairman Diesen made a **motion** to approve the 2026 \$300K budget. Manager Voll seconded the motion. Motion carried unanimously.

Manager Braaten made a **motion** to set the public hearing date at the next RRWD monthly meeting, Thursday, September 4, 2025, at 8:30 a.m. Manager Voll seconded the motion. The motion carried unanimously. Ditch levy discussion followed and will be revisited at next month's meeting.

Land acquisition – Manager Johnson recused himself from the table. Administrator Halstensgard reviewed DNR sale #168273. Manager Voll made a **motion** to make the land purchase for \$12,085.75. Manager Braaten seconded the motion. Motion carried with Manager Johnson abstaining. Manager Johnson returned to the meeting.

HR Consultant – Administrator Halstensgard discussed the need for an HR consultant to keep up with the ever-changing personnel policies and presented the board with a contract from ASip Consulting. Manager Voll made a **motion** to hire an HR consultant with an adjustment to item #6 of the contract as recommended by Attorney Moren. Manager Johnson seconded the motion. Motion carried unanimously.

PROJECT UPDATES:

Roseau Lake: Because Gladen moved their crew off-site for a couple of weeks last month, there was not much update on construction. The Board reviewed Change Order #2 for the work done at the Mickelson site as a result of the Kveen litigation. Manager Braaten made a **motion** to approve the change order. Manager Johnson seconded the motion. Motion carried unanimously. Spruce Valley has provided a certificate of substantial completion which will be provided to the attorney as well as documentation from HDR Engineering.

The Board heard the request to move forward with the Advertisement for Bids for the Sprague Creek Mitigation portion of the project. Manager Braaten made a **motion** to advertise for bids and set the bid opening for September 4, 2025, at 9 a.m. Manager Johnson seconded the motion. Motion carried unanimously.

Juneberry: Engineer Jones gave a report and advised starting the process to submit the EAW for publication. Chairman Diesen made a **motion** to start the process. Manager Johnson seconded the motion. Motion carried unanimously.

Hay Creek Sub-Watershed: After a brief Discussion, Manager Johnson made a **motion** to accept the completed culvert inventory. Manager Braaten seconded the motion. Motion carried unanimously. A Project Team meeting is scheduled for August 25, 2025, at 10:00 a.m.

Manager Braaten reported on issues he's become aware of in what has been thought to be County Ditch 17. Apparently, there is some confusion as to where or if there is a legal ditch system in the area along County Road #3. At this time there is nothing for the Watershed to act upon as it's a County issue. Manager Braaten left the meeting to attend a funeral.

WD 3 Lat 2: Engineer Dalager gave an update on this project and the extenuating circumstances due to pending litigation. Manager Johnson made a **motion** to table the work on WD3 Lateral 2. Manager Voll seconded the motion. Motion carried unanimously.

REPORTS:

RRWMB: Manager Braaten was absent for an update on the RRWMB. A written report was provided.

Technician: Authorization was given to do minor repair on the Palmville road.

Administrator: Administrator Halstensgard provided a written report for review.

Closed meeting to discuss pending litigation: Manager Voll made a **motion** to adopt the resolution to close the public meeting to discuss pending litigation. Manager Johnson seconded the motion. The motion carried unanimously.

OTHER BUSINESS:

After a **motion** by Chairman Diesen, seconded by Manager Voll, the meeting was adjourned at 10:25 a.m. The next meeting will be held on September 4, 2025, at 8:00 a.m.

Respectfully submitted,

Laverne Voll, Secretary

Tracy Halstensgard, Administrator

August 2025 Bills & Receipts

Checkbook Balance as of July 29, 2025	\$1,295,335.40
Receipts:	
Citizens State Bank -- interest 7-21-25	\$ 241.51
State of Minnesota -- Hay Creek Section 319 grant reimbursement	\$ 69,897.83
State of Minnesota -- RIM reimbursement - Roseau Lake	\$ 487,635.00
Total:	\$ 557,774.34
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.89
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,454.59
Tawni Wensloff -- wages	\$ 3,137.27
Tracy Halstensgard -- Mileage and expenses	\$ 214.66
Jason Braaten -- Per Diem & mileage	\$ 623.39
Carter Diesen -- Per Diem & mileage	\$ 551.35
James Johnson -- Per Diem & mileage	\$ 374.66
Cody Schmalz -- Per Diem & mileage	\$ 349.87
LaVerne Voll -- Per Diem & mileage	\$ 667.49
Elan Financial Services -- credit card	\$ 1,714.58
City Of Roseau -- utilities	\$ 207.11
Minnesota Energy Resources -- natural gas	\$ 10.93
Northern Resources -- gas	\$ 208.21
Marco Technologies -- contract	\$ 91.00
Marco -- copier contract	\$ 193.66
Patrick Moren Law Office -- Legal Fees	\$ 3,407.50
Roseau Electric Co-op -- Int/phone --	\$ 126.85
Verizon Wireless -- Trimble	\$ 40.01
AB's Lawncare -- mowing	\$ 368.68
Leon Mitsatko -- mowing Duxby Levee	\$ 520.00
Pete Kveen -- Norland mowing	\$ 5,365.00
Terracon -- Site A soil borings	\$ 7,280.00
League of Minnesota Cities -- insurance	\$ 5,622.00
TrueNorth Steel -- WD 3 culvert	\$ 9,433.50
Techworks -- Google account storage	\$ 345.60
Roseau-Lake of the Woods Title & Abstract - title search	\$ 300.00
Mark Beito -- beaver bounty	\$ 525.00
Roseau County Recorder	\$ 46.00
BWSR -- training registration	\$ 600.00
Techworks -- Google account storage	\$ 403.20
MN DNR -- land acquisittion	\$ 12,085.75
Houston Engineering -- invoice # 77438, 77484, 76851, 76852, 76853 & 76854	\$ 27,908.71
Houston Engineering -- Invoice #77120 & #77188	\$ 2,458.25
HDR Engineering -- Inv #1200735373	\$ 9,005.10
HDR Engineering -- Inv #1200735374, 1200735375 & 1200735372	\$ 9,185.00
HDR Engineering -- Inv #1200735377 & 1200735389	\$ 44,305.75
Total:	\$157,087.56



714 6th ST SW
Roseau, MN 56751
218-463-0313

Permit #2025-020 - Application Received

Date Submitted: August 06, 2025

Applicant Information:

First Name: Erik	Last Name: Dunham	
Phone Number: 218-242-3536	Email:	
Address:	City, State: Roseau, MN	Zip Code: 56751

Project Type:

- Culvert Installation / Removal / Modification

Project Description:

Replace culvert and lower it to grade.

Project Location:

1/4, Section 31, Falun Township, Roseau County

Project Details:

Documents Uploaded:

Landowner Acknowledgement:

1. Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project.
2. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and their representatives to review the work area within the permit application.
3. The application must be considered complete a minimum of 10 days prior to the Regular Board Meeting to be considered. RRWD staff will contact you within 15 days if additional information is required.
4. The requirements of the Permit Rules of the RRWD.
5. This permit does not relieve the applicant of any requirements of other permits which may be necessary from any other permitting agency.
6. I acknowledge by submitting this permit application is equivalent to my manual/handwritten signature.

☒ I AGREE - In checking this box, I acknowledge the above statements.

Roseau County, Minnesota

Farm 2618

Tract 1818

2023 Program Year




Map Created February 06, 2023

1613832





Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
 Soybeans = common soybeans for grain
 Wheat = HRS, HRW = Grain
 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 MAG = for GZ
 Canola = Spring for seed

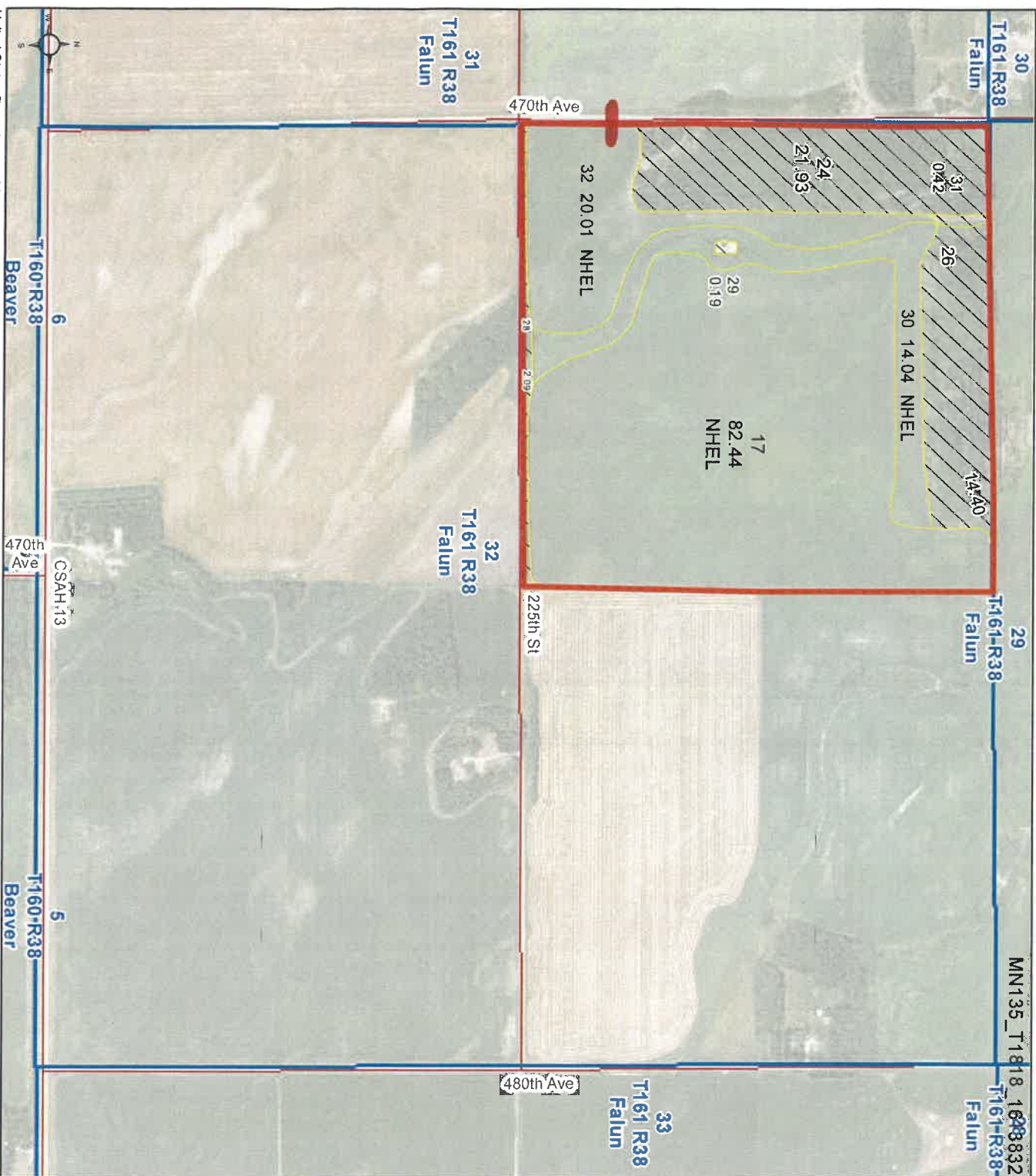
Common Land Unit

-  Non-Cropland
-  Cropland
-  Tract Boundary

Wetland Determination Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation
-  Compliance Provisions

Tract Cropland Total: 116.49 acres



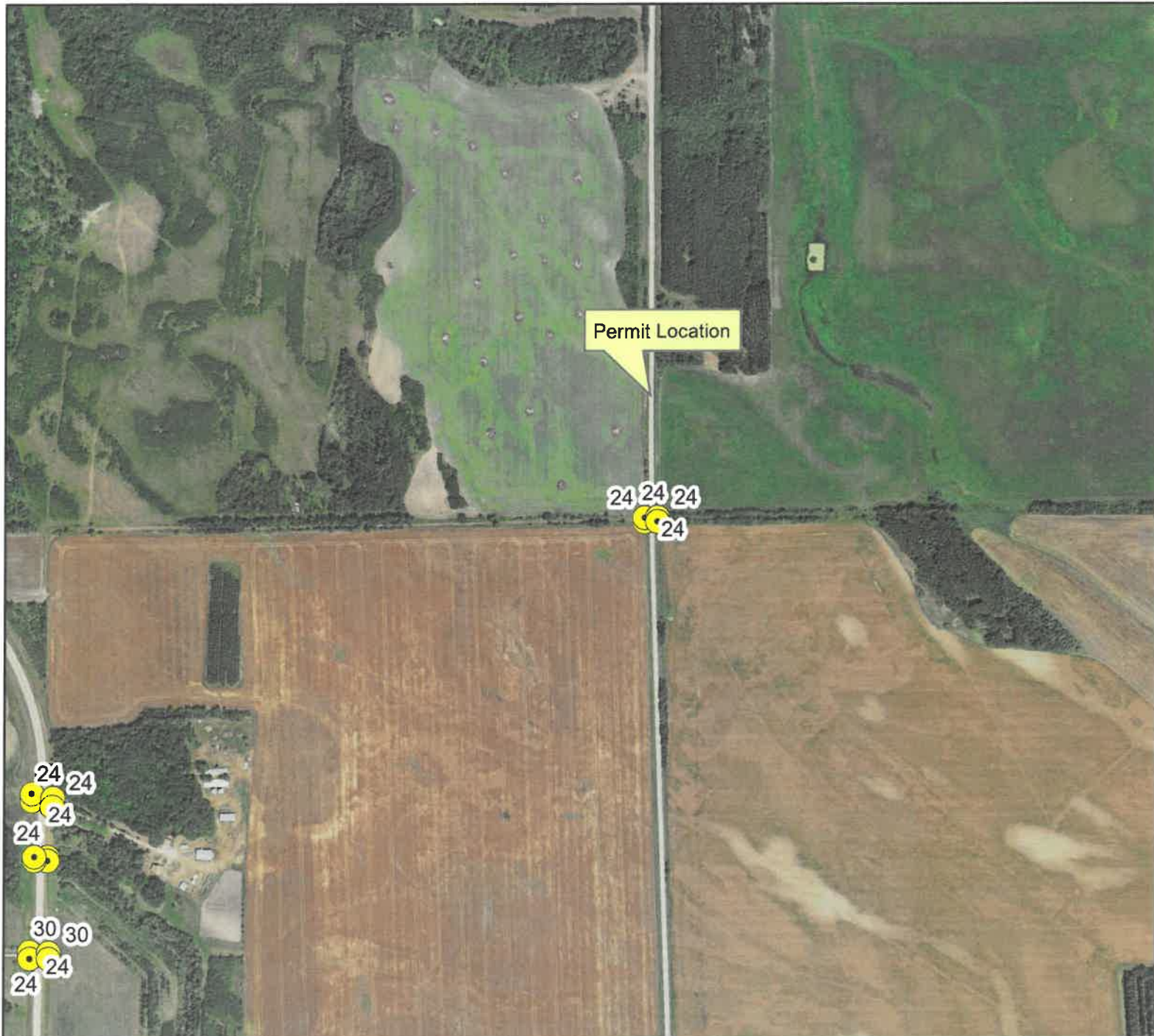
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2021 NAIP imagery.

Permit #25-20 Dunham Ag Inc. (Falun 32)

Duham Ag submitted an application to replace a culvert and install new culvert to bottom of ditch grade along 470th Ave. The purpose of the application is to allow for better drainage from ditches along farm fields. The upstream culvert is a 24" with a downstream also being a 24" The local drainage area is approximately 0.22 sq. miles.

Comments

Based on the size of the drainage area and upstream culvert size, an 18" culvert would be sufficient for the proposed culvert location.

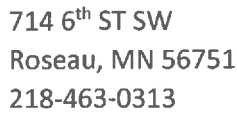


Permit # 25-20'
Dunham Ag Inc.

Drawn By : BGB

0 0.05 0.1 0.2 Miles





Date Submitted: August 06, 2025

First Name: Erik	Last Name: Dunham	
Phone Number: 218-242-3536	Email:	
Address:	City, State: Roseau, MN	Zip Code: 56751

- Culvert Installation / Removal / Modification

Install new field crossings with 18" culverts. Lengthen approach along 470th AVE.

1/4, Section 29, Falun Township, Roseau County

Landowner Acknowledgement:

1. Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project.
2. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and their representatives to review the work area within the permit application.
3. The application must be considered complete a minimum of 10 days prior to the Regular Board Meeting to be considered. RRWD staff will contact you within 15 days if additional information is required.
4. The requirements of the Permit Rules of the RRWD.
5. This permit does not relieve the applicant of any requirements of other permits which may be necessary from any other permitting agency.
6. I acknowledge by submitting this permit application is equivalent to my manual/handwritten signature.

☒ I AGREE - In checking this box, I acknowledge the above statements.

Permit #25-21 Dunham Ag Inc. (Falun 29)

Duham Ag submitted an application to install new field approaches with culverts along CR126. The purpose of the application is to allow access to farm fields. The downstream culvert is an 18". The local drainage area is approximately .07 sq. miles. They would also like to lengthen approach along 470th Ave.

Comments

Based on the size of the drainage area and downstream culvert size, an 18" culvert would be sufficient for the proposed culvert locations.

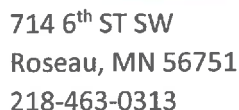


Permit # 25-21
Dunham Ag Inc.

Drawn By : BGB

0 0.045 0.09 0.18 Miles





Date Submitted: August 06, 2025

First Name: Erik	Last Name: Dunham	
Phone Number: 218-242-3536	Email:	
Address:	City, State: Roseau, MN	Zip Code: 56751

Project Type: <ul style="list-style-type: none"> Culvert Installation / Removal / Modification
Project Description: Replace culvert and lower it to upstream grade, install new field crossing, replace 18" with new 18" along 430th AVE.
Project Location: 1/4, Section 33, Malung Township, Roseau County
Project Details:
Documents Uploaded:
Landowner Acknowledgement: <ol style="list-style-type: none"> Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and their representatives to review the work area within the permit application. The application must be considered complete a minimum of 10 days prior to the Regular Board Meeting to be considered. RRWD staff will contact you within 15 days if additional information is required. The requirements of the Permit Rules of the RRWD. This permit does not relieve the applicant of any requirements of other permits which may be necessary from any other permitting agency. I acknowledge by submitting this permit application is equivalent to my manual/handwritten signature.
<input checked="" type="checkbox"/> I AGREE - In checking this box, I acknowledge the above statements.

Permit #25-22 Dunham Ag Inc. (Malung 27)

Duham Ag submitted an application to replace culvert and lower it to upstream ditch grade (approximatly 8"), and install new crossing, and replace 18" culvert with new 18" along 430th Ave. The purpose of the application is to allow access to farm fields, replace old culvert, and lower existing culvert for better drainage. The upstream and downstream culverts are an 18". The local drainage area is approximately .01 sq. miles.

Comments

Based on the size of the drainage area and downstream culvert size, an 18" culvert would be sufficient for the proposed culvert location.



Permit # 25-22
Dunham Ag Inc.

Drawn By : BGB

0 0.03 0.06 0.12 Miles



September 2025 Treasurer's report

Checkbook Balance as of August 29, 2025	\$1,308,047.89
Receipts:	
Citizens State Bank -- interest	
State of Minnesota -- Lost River LCCMR final payment	\$ 46,450.11
Marshall County -- share of taxes	\$ 78.87
Kittson County -- share of taxes	\$ 4,394.00
Total:	\$ 50,922.98
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.88
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,454.60
Tawni Wensloff -- wages	
Tracy Halstensgard -- Mileage and expenses	
Jason Braaten -- Per Diem & mileage	
Carter Diesen -- Per Diem & mileage	
James Johnson -- Per Diem & mileage	
Cody Schmalz -- Per Diem & mileage	
LaVerne Voll -- Per Diem & mileage	
Elan Financial Services -- credit card	
City Of Roseau -- utilities	
Minnesota Energy Resources -- natural gas	\$ 10.20
Marco Technologies -- contract	\$ 91.00
Marco -- copier contract	
Patrick Moren Law Office -- Legal Fees	
Roseau Electric Co-op -- Int/phone --	\$ 126.85
Verizon Wireless -- Trimble	\$ 40.01
AB's Lawncare -- mowing	\$ 447.43
Beito Repair -- WD 3 culvert installation	\$ 3,250.00
Roseau County Highway Dept. -- Palmville mowing	\$ 150.00
Doc's Hardware -- supplies	\$ 9.04
Gladen Construction -- Roseau Lake construction Payment Application 03-03.1	\$ 260,684.40
Houston Engineering -- invoice # 77964 River Restoration	\$ 3,081.00
Houston Engineering -- invoice # 77974 Hay Creek	\$ 4,738.50
Houston Engineering -- Invoice # 77977 culvert survey	\$ 3,178.25
Houston Engineering -- Invoice # 77973 Big Swamp North	\$ 4,125.15
Houston Engineering -- Invoice #77871 Outreach materials	\$ 1,349.07
HDR Engineering -- Inv #1200744137 (WD 3 outlet) #1200744133 (WD3 Re-establishment)	\$ 4,546.25
HDR Engineering -- Inv #1200744135 Culvert Survey	\$ 885.00
HDR Engineering -- Inv # 1200744134 CD 8 re-establishment	\$ 4,051.25
HDR Engineering -- Inv #1200744138 CD 8 FEMA	\$ 1,120.00
HDR Engineering -- Inv #1200744139 Tour assistance, Spruce 35, misc.	\$ 4,186.25
HDR Engineering -- Inv #1200744136 Big Swamp North	\$ 1,478.10
HDR Engineering -- Inv #1200744140 Roseau Lake	\$ 19,675.16
HDR Engineering -- Inv #1200744132 Site A	\$ 16,022.50
Total:	\$342,656.89



714 6th ST SW
Roseau, MN 56751
218-463-0313

Permit #2025-014 - Application Received

Date Submitted: July 10, 2025

Applicant Information:

First Name: Tony	Last Name: Brateng	
Phone Number: 218-452-0165	Email: south89farms@gmail.com	
Address:	City, State: Roseau, MN	Zip Code: 56751

Project Type:

- Culvert Installation / Removal / Modification
- Dike / Levee

Project Description:

Install small dike along edge of farm field. Add side water inlet with trap. Install new 18" pipe with trap on east side of the existing CL pipe.

Project Location:

1/4, Section 36, Jadis Township, Roseau County

Project Details:

Documents Uploaded:

Landowner Acknowledgement:

1. Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project.
2. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and their representatives to review the work area within the permit application.
3. The application must be considered complete a minimum of 10 days prior to the Regular Board Meeting to be considered. RRWD staff will contact you within 15 days if additional information is required.
4. The requirements of the Permit Rules of the RRWD.
5. This permit does not relieve the applicant of any requirements of other permits which may be necessary from any other permitting agency.
6. I acknowledge by submitting this permit application is equivalent to my manual/handwritten signature.

☒ I AGREE - In checking this box, I acknowledge the above statements.

Permit 25-14 (Jadis 36)

Tony Brateng submitted a permit application to install a side water inlet on a field drain. Tony would also like to construct small dike across ditch to the east with 18" culvert w/trap. The purpose of the application is to allow drainage with some protection from water backing up into his field. Tony would have to construct a small dike within field drain that would tie into existing farm field then connect to roadway. Dike elevation to be set at 1052'. Roadway elevation is 1054'.

Comments

The drainage area of the field drain is 0.79 sq. miles. A 24" culvert would be sufficient for a 2yr event. The drainage area for the section of ditch ot the east is 0.0 sq miles. a 12"-18" pipe should still be installed to prevent standing water.





August 6, 2025

Board of Managers
Roseau River Watershed District
714 6th Street SW
Roseau, MN 56751

RE: 2025 On-Call Engineering Services

Members of the RRWD Board of Managers,

In response to your request for engineering services, HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for **General Engineering Tasks and Services**.

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

Sincerely,
HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Nathan P. Dalager'.

Nathan Dalager, P.E.
Project Manager

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

Christine Wiegert, Sr. Vice President
MN/WI Area Manager

Encl: Proposal
Rate Summary
HDR Engineering, Inc. Terms and Conditions for Professional Services

General Services Rates

The attached rate schedule shows HDR's general range of rates for 2025. The schedule also describes terms for direct expenses. This agreement is set for an amount of **\$162,500** based upon future tasks and services to be requested and approved by RRWD. The fees will be billed monthly on a time and materials basis. If no tasks or services are requested, there is no charge. Additional tasks and fees that exceed this initial amount will be approved by the RRWD Administrator and/or RRWD Board on a case-by-case basis. A review of this contract will occur every 6 months in order to revise and adjust this agreement as projects evolve and more specific details emerge for each task.

Notice to Proceed

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

NOTICE TO PROCEED

Client

Roseau River Watershed District

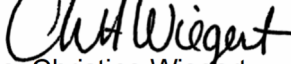
By: _____

Name: _____

Title: _____

Consultant

HDR Engineering, Inc.

By: 

Name: Christine Wiegert

Title: Sr. Vice President/MN-WI Area Manager

2025 Estimated Rate Schedule**	
Classification	2025 Rate Ranges
Project Principal	\$280 - \$400
Principal Scientist/Planner/Engineer	\$230 - \$385
Project Manager (Level I to IV)	\$165 - \$385
Senior Scientist/Planner/Engineer/Architect	
Level IV	\$326 - \$373
Level III	\$286 - \$325
Level II	\$247 - \$285
Level I	\$190 - \$246
Project Scientist/Planner/Engineer/Architect	
Level V	\$232 - \$240
Level IV	\$220 - \$231
Level III	\$207 - \$219
Level II	\$190 - \$206
Level I	\$140 - \$189
Scientist/Planner/Engineer/Architect	
Level IV	\$173 - \$206
Level III	\$158 - \$172
Level II	\$139 - \$157
Level I	\$90 - \$138
Designer/Technician/Inspectors	
Level VII	\$231 - \$261
Level VI	\$200 - \$230
Level V	\$181 - \$199
Level IV	\$163 - \$180
Level III	\$140 - \$162
Level II	\$124 - \$139
Level I	\$81 - \$123
Drafting/CADD	
Level V	\$146 - \$196
Level IV	\$135 - \$145
Level III	\$111 - \$134
Level II	\$95 - \$110
Level I	\$71 - \$94
Project Support/Clerical	
Project Support Specialist	\$135 - \$181
Clerical Level III	\$123 - \$134
Clerical Level II	\$106 - \$122
Clerical Level I	\$71 - \$105
Direct Expenses	
Travel Costs: Mileage Auto Rental, Lodging, Meals, Fuels, Airline Tickets, Taxi, Parking	IRS Allowable At Cost
Outside Expenses: Including but not limited to: photographs, printing, duplicating, color copies, plotting, binding, plan reproduction, express mail, couriers, telephone, project specific materials, equipment rental, and maps.	May be subject to markup
Sub-Consultants	May be subject to markup
Rates Effective Through 12/27/2025. Rates for subsequent years will increase by approximately 4.0% per year.	

**Ranges are estimated. Actual billing rates are derived from HDR's labor cost times a multiplier to cover overhead costs. If any HDR employee rate falls outside of their classification's specified range this will require client approval. HDR's Project Manager will notify the client's Project Manager to request approval.

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

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

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,500,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,500,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,500,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

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

proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

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

6. SERVICES AND INFORMATION

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

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

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

opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

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

8. RE-USE OF DOCUMENTS

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

9. TERMINATION OF AGREEMENT

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

10. SEVERABILITY

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

11. INVOICES

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

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

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

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

12. CHANGES

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

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions

attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

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

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

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

ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

NOTICE OF HEARING

Pursuant to Chapter 103D.911 of the Minnesota Statutes, notice is hereby given that the Roseau River Watershed District Board of Managers will hold a public hearing on September 4, 2025 at 8:30 a.m. at the Roseau River Watershed District office located at 714 6th Street SW, Roseau, Minnesota for the Proposed Budget for year 2026.

The following is a summary of the proposed Administrative and Construction Budget for 2026:

DRAFT ADMINISTRATIVE BUDGET

	2026 proposed
Salaries & Benefits	\$ 151,000.00
Manager's per diem and expenses	\$ 20,000.00
Dues & registrations	\$ 5,000.00
Engineering	\$ 15,000.00
Legal & other professional services	\$ 20,000.00
Real estate taxes	\$ 8,000.00
Rent & utilities	\$ 3,000.00
Insurance	\$ 6,000.00
Telephone & internet	\$ 3,000.00
Office supplies & misc	\$ 10,000.00
Cap. Outlay & building maintenance	\$ 27,000.00
Stream gaging	\$ 12,000.00
RRWD projects / maintenance	\$ 20,000.00
Programs & planning	\$ -
	\$ 300,000.00

In addition an ad valorem tax of 0.0003627 times the taxable market value for year 2025, collectible in 2026, will be levied on all taxable property within the district in accordance with provisions Minnesota 1976 Session Law, Chapter 162, Sec 1; as amended by laws of 1982, Chapter 474, sec 1; laws of 1983, Chapter 338; and laws of 1989 First Special Session, Chapter 1, Article 5, Sec 45 and in accordance with said statute, one half of this levy will remain in the district for the development, construction and maintenance of projects and programs of benefit to the District and the other half of the levy will be sent to the Red River Watershed Management Board for development, construction and maintenance or projects and programs of benefit to the Red River Basin.

Construction Budget:

1. Red River Watershed Management Board	\$ 215,375.28
2. RRWD Construction Fund	\$ 215,375.29
Total	\$ 430,750.57

Carter Diesen, Chairman

By _____, it's Chairman
Carter Diesen

By _____, it's Chairman
Carter Diesen

By _____ it's Chairman
Carter Diesen



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contractc Gladen Construction, Inc.	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehab, Phase 3 and 4	Application No.: 03-03.1	Application Period: 7/01/2025 - 8/27/2025

Application for Payment
Change Order Summary

Change Orders Approved by Owner:				1. ORIGINAL CONTRACT PRICE
Number	Date Approved	Additions	Deductions	
		\$	-	\$ 7,699,778.60
			\$	\$ -
		\$	-	\$ 7,699,778.60
		\$	-	\$ 1,847,559.40
		\$	-	\$ 92,377.97
		\$	-	\$ 1,755,181.43
		\$	-	\$ 1,494,507.03
		\$	-	\$ 260,674.40
		\$	-	\$ 5,852,219.20
TOTALS				
NET CHANGE BY CHANGE ORDERS				\$ 23.99%

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Gladen Construction, Inc.

By:

Date:

Payment of:

\$ 260,674.40 is recommended.

HDR Engineering, Inc.

By:

Date: 8/28/2025

Roseau River Watershed District

By:

Date:



To (Owner): Roseau River Watershed District	From (Contractor): Gladen Construction, Inc.	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehab, Phase 3 and 4	Application No.: 03-03.1	Application Period: 7/01/2025 - 8/27/2025

Summary of Previous Payments

Application No.	Application Period	Payment Amount
03-01.1	5/01/2025 - 5/31/2025	\$ 414,560.66
03-01.2	5/01/2025 - 5/31/2025	\$ 314,540.25
03-02.1	6/01/2025-6/30/2025	\$ 487,635.00
03-02.2	6/01/2025-6/30/2025	\$ 277,771.12

Application No.	Application Period	Payment Amount



Contractor's Application and Certificate for Payment

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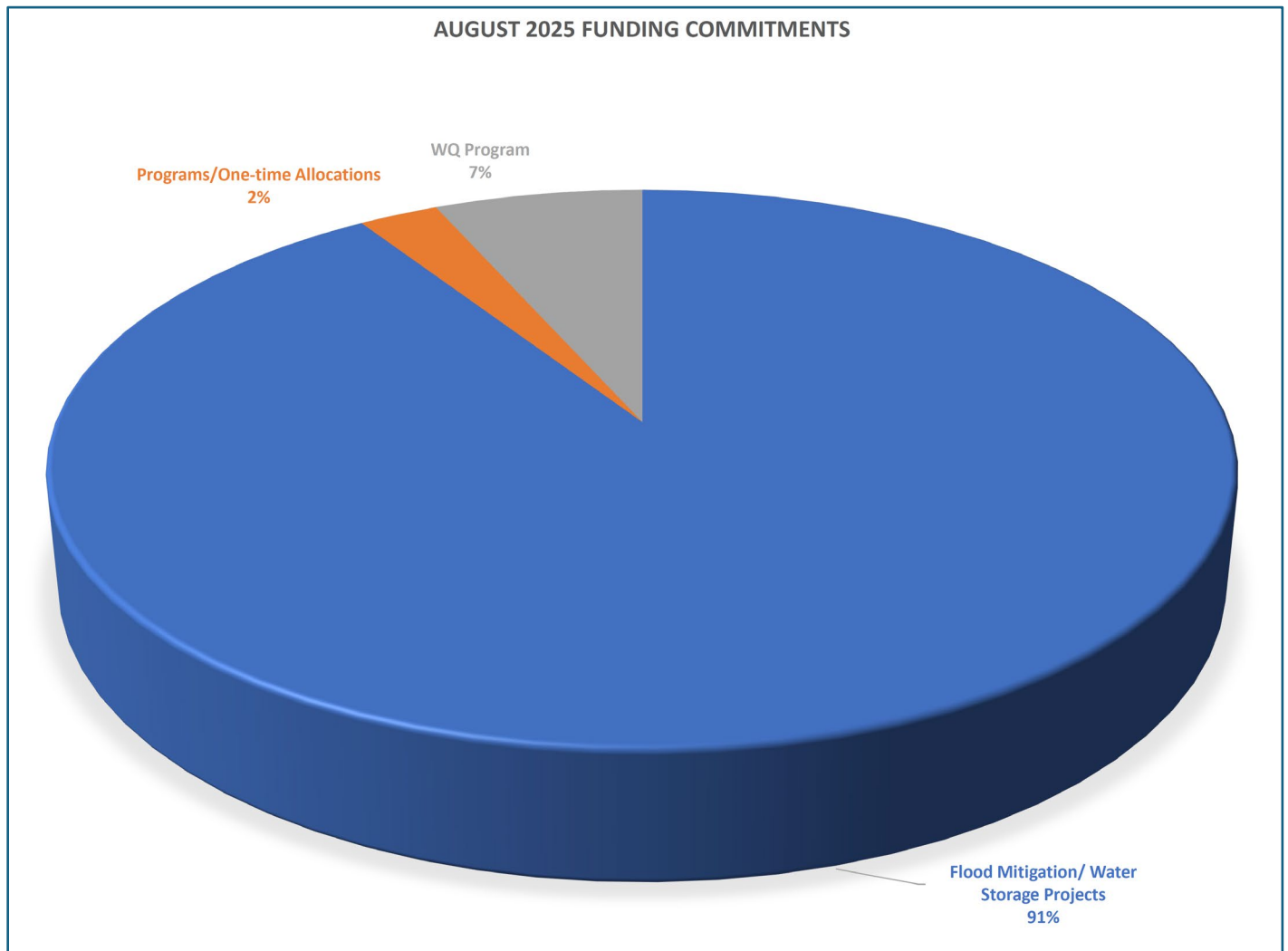


Meeting Highlights – August 19, 2025

1. Funding Commitments: Information was presented regarding current funding commitments of the Red River Watershed Management Board (RRWMB) for flood mitigation/water storage projects and water quality projects that are in various phases along with annually funded programs and one-time allocations. Current commitments include the following:

• Flood Mitigation/Water Storage:	\$21,562,797.85
• Water Quality Program: Base Funding	\$ 832,676.21
• Water Quality Program: Competitive Funding	\$ 749,106.88
• Annually Funded Programs/One-time Allocations:	\$ 605,465.15
<u>TOTAL Remaining Funding Commitments:</u>	<u>\$23,750,046.09</u>

Below is an illustration of current RRWMB funding commitments as of August 2025. Annual operating expenses are not included in funding commitments.



- 2. Water Quality Program Base Funding Request:** A request for \$98,571.00 from the Red Lake Watershed District (WD) was approved for water quality efforts related to the Moose River – JD Channel Stabilization Project.
- 3. Prioritization of Flood Mitigation – Water Storage Projects:** Discussion was held with representatives from the Minnesota Department of Natural Resources (DNR) for RRWMB priorities related to funding of flood mitigation – water storage projects. The 2025 Minnesota Legislature allocated \$9 million for the statewide Flood Hazard Mitigation (FHM) Grant Assistance Program during the special session. The DNR is currently reviewing applications and the RRWMB Managers recommended the following priorities to the DNR:

Watershed District	Project	Amount Needed From FHM - Current Project Phase	Total Needed From FHM to Complete Project	Current RRWMB Remaining Commitment as of August 19, 2025
Bois de Sioux WD	Redpath Impoundment and Mustinka River Rehabilitation Project	\$6,000,000	\$13,700,000	\$6,370,386
Middle-Snake-Tamarac Rivers WD	JD 19 - Nelson Slough Improvement Project	\$2,462,000	\$9,000,000	\$2,257,667
Roseau River WD	Roseau Lake Rehabilitation Project	\$1,650,000	\$9,000,000	\$1,413,783
Two Rivers WD	Klondike Clean Water Retention Project	\$500,000	\$17,338,081	\$9,500,000
Totals		\$10,612,000	\$49,038,081	\$19,541,836

- 4. Development of Drainage Report:** The RRWMB Managers directed the Executive Director to convene the Technical Advisory Committee to develop a report to document drainage technical guidance and agricultural Best Management Practices specific to the Red River Basin; to illustrate WD processes, procedures, rules, and regulations for reviewing and permitting private drainage for both surface and tile drainage systems; and to provide information about how WD's implement MS103E related to the management of public drainage systems. The goal is to have the report completed by the end of 2025.
- 5. Memorandums of Understanding (MOU) – Red River Basin Riparian Habitat Program (RRB RHP):** MOU's were approved between the RRWMB and Bois de Sioux WD, Middle-Snake-Tamarac Rivers WD, and Wild Rice WD's for further implementation of the RRB RHP.
- 6. Soils Mapping – Red River Basin:** The RRWMB Managers authorized the development of maps to illustrate prime agricultural soils, with the International Water Institute to create the maps. The information will be shared with legislators, congressional members, state and federal agencies, and other partners.

- 7. RRWMB Involvement With Agricultural Land Protection Document:** The RRWMB Managers affirmed a draft document that illustrates how the RRWMB has been involved with and supportive of protection of agricultural lands since 1976. The final document is forthcoming and will be released through a special announcement.
- 8. 2026 Minnesota Watersheds Legislative Conference:** The event will take place on Tuesday, March 3, 2026 in St. Paul, Minnesota. The RRWMB will be scheduling meetings with state and federal agencies and legislators that week. More information and logistics will be forthcoming.
- 9. River View Dairy Tour:** The RRWMB Managers approved scheduling a tour of the Dairy east of Ada, Minnesota on October 21, 2025.
- 10. Next Meeting:** Will be Tuesday, September 16, 2025 and the meeting will be held at the RRWMB Office – Ada, Minnesota, 56510.

September 2025

Board Meeting

WD3 Culvert Replacement – Culvert installation is completed. (Photos taken)

Palmville Road Maintenance – Cass Simmons

HWY 89 Drainage – Met with Rick Larsen and took some elevation shots within the ditch bottom along HWY 89 as well as the takeoff ditch along 200th ST. I sent the information to a MnDOT engineer who said he would get back to me. Meeting with Rachel Miller (MnDOT) on Sept. 3rd.

MWPCP Training – September 8-12 I will be in Baxter for Minnesota Wetland Professional training to get my in-training certification.

Palmville – Palmville has had a lot of beaver activity this summer. Dams have been removed by County and Beito is continuing to trap beaver off site. East structure is plugged up and I will remove debris once more trapping is completed.

RESOLUTION CLOSING BOARD MEETING

WHEREAS, the Minnesota Open Meeting Law, Minn. Stat. § 13D.05, subd. 3(b) states that “meetings may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege;” and

WHEREAS, Darrell Lins, *et al* have commenced litigation regarding the Roseau Lake project and the Roseau River Restoration project; claiming *inter alia* unlawful deprivation of property; and

WHEREAS, the RRWD seeks to meet with its attorney, to discuss the pending litigation and potential settlement proposals; and

WHEREAS, it would be detrimental to the interests of the Board of Managers of the RRWD to hold a public discussion with its attorney regarding the strengths and weaknesses of its legal position(s), strategy, and potential settlement position where an opposing party or opposing attorney could listen to or be made aware of the RRWD’s positions; and

WHEREAS, there is an absolute need for the RRWD Board of Managers to obtain confidential legal advice regarding pending litigation and potential settlement in order to maintain the attorney-client privilege.

BE IT RESOLVED by the Board of Managers of the Roseau River Watershed District as follows:

1. The Roseau River Watershed District Board of Managers hereby closes this meeting based upon the attorney-client privilege pursuant to Minn. Stat. § 13D.05, subd. 3(b);
2. The specific subjects to be discussed, pursuant to Minn. Stat. § 13D.01, subd. 3, are the legal strategy in responding to the pending litigation (Roseau Lake and Roseau River Restoration matters) against the RRWD and potential settlement position.

Dated this ____ day of _____, 2025.

Chairman

Secretary