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:

Plec	ae	of	Αl	lea	iar	ICE

	RRWD
25	ROSEAU RIVER WATERSHED DISTRICT
41	

	■ 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:
Ť	■ 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.

<u>MANAGERS PRESENT:</u> 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

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

<u>AGENDA:</u> 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.

<u>CONSENT AGENDA:</u> 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.

<u>DELEGATION:</u> 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.

<u>Juneberry:</u> 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.

<u>Hay Creek Sub-Watershed:</u> 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.

<u>WD 3 Lat 2:</u> 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:

<u>RRWMB</u>: 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.

<u>Closed meeting to discuss pending litigation:</u> 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	r 4, 2025, at 8:00 a.m.			
Respectfully submitted,				
-				
Layama Vall Caputany	Tropy Helstons and Administrator			
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 Total:	\$	487,635.00 557,774.34
Bills:	٦	337,774.34
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

1,400 Feet

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

Common Land Unit

Non-Cropland Cropland

Wetland Determination

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

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.

Beaver

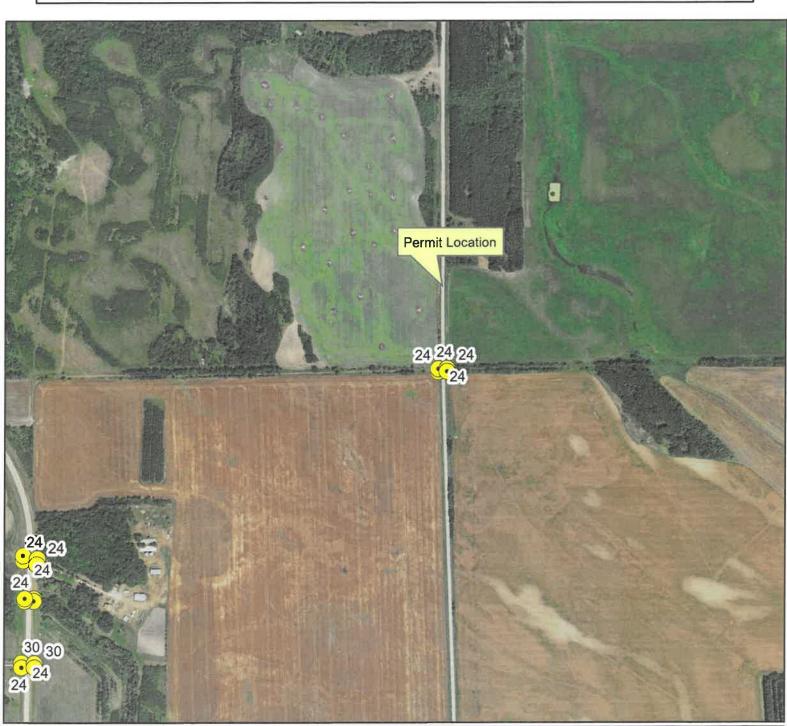
Beaver

Permit #25-20Dunham 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





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

Permit #2025-021 - 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:

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

Project Location:

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

Project Details:

Documents Uploaded:

Landowner Acknowledgement:

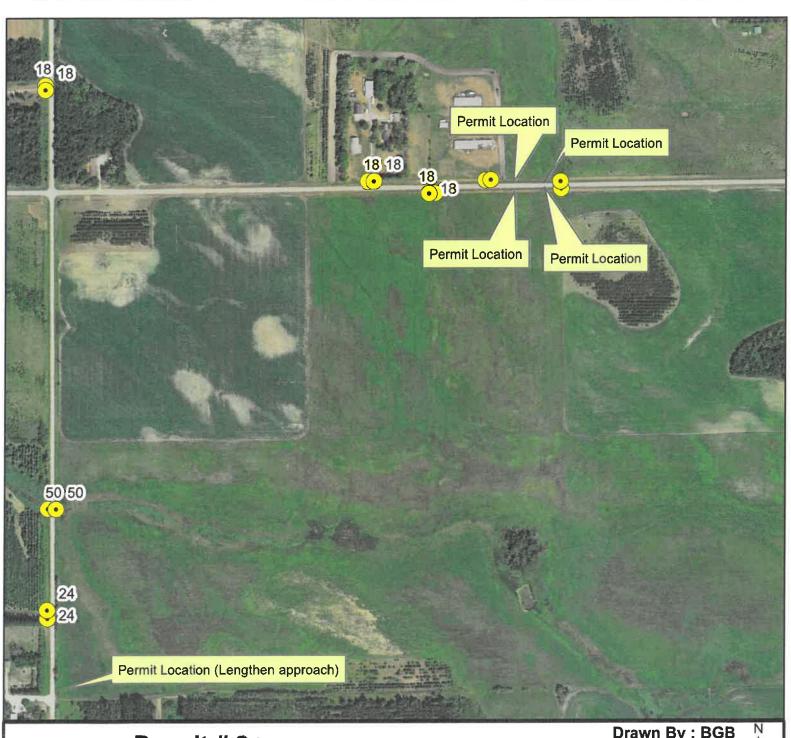
- 1. Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project.
- 2. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and 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.
- AGREE In checking this box, I acknowledge the above statements.

Permit #2.5 -2; 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 # 25-2/ **Dunham Ag Inc.** Drawn By: BGB

0.045 0.09 0.18 Miles



Roseau River Watershed District Road Authority Permit Review Form

Permit Application No.: 25-2/

	Applicant: Dunham Ag. Inc.
I have	reviewed the above permit and find the following:
	Recommend Approval as submitted
X	_Recommend Approval with conditions outlined below
	Recommend Discussion with RRWD Board on items outlined below
	Recommend Denial
	Recommend Review
Comm	nents:
•	Must apply through the Roseau County permitting process online.
-	
::-	
-	
\ -	
-	
Signed.	Ericka Halstensgard Digitally signed by Ericka Halstensgard Date: 2023.06.23 09:15:44-05'00'



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

Permit #2025-022 - 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 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:

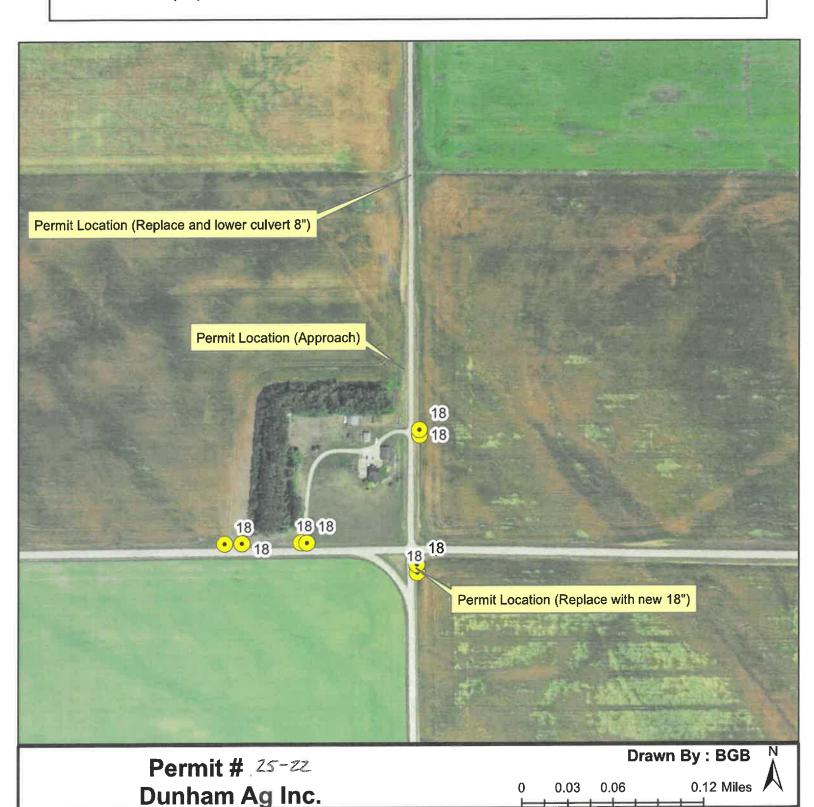
- 1. Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project.
- 2. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and 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 #25-22 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.



September 2025 Treasurer's report

September 2025 Treasurer's report		ć1 200 047 00
Checkbook Balance as of August 29, 2025 Receipts:		\$1,308,047.89
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: Bills:	\$	50,922.98
	<u> </u>	F 0FC 00
Tracy Halstensgard Salary, Ins stipend & cell reimbursement	\$ \$	5,956.88
Blaine Broten Salary, Ins stipend & cell reimbursement	Ş	3,454.60
Trans Haltensgard Mileage and expenses		
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	4	
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 #1200744139 Tour assistance, Spruce 35, Misc.	\$	1,478.10
HDR Engineering Inv #1200744140 Roseau Lake	\$	19,675.16
HDR Engineering Inv #1200744140 Roseau Lake	\$	16,022.50
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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.

) 1 H Wiegert

MN/WI Area Manager

Christine Wiegert, Sr. Vice President

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.

Hattan P. Dalago

Nathan Dalager, P.E.

Project Manager

Encl: Proposal

Rate Summary

HDR Engineering, Inc. Terms and Conditions for Professional Services

Proposal for On-Call Engineering Services

Background

HDR has served as Roseau River Watershed District's trusted advisor and consultant on watershed management projects large and small for more than 18 years. We have designed and helped to implement flood control, watershed management, and environmental projects that protect lives, preserve property values, and safeguard natural resources throughout the watershed.

The year will present more of the same kinds of challenges for watershed managers in Minnesota. As your on-call consultant, we stand ready to continue helping you to meet these challenges with expert advice, design, and construction administration services, as and when you require them.

Approach

The requested services will be engaged <u>only upon request by the District</u> and will generally follow the procedure outlined below.

- RRWD Administrator will contact HDR with a specific task, project, meeting, or scope.
- HDR will meet with the Administrator to refine the details of the task order scope and fee and will subsequently present an email with an executable signature line for RRWD to authorize the work.
- HDR will execute the project based upon the scope and fee detailed in the email.

An example of tasks commonly included with these on-call requests are described below.

Project Management and Coordination

This task consists of the overall management of individual projects or task orders, project communication, and coordination of conferences and meetings.

HDR project management includes setting up contract documents, planning project activities, communicating task responsibilities with the project team, and completing a quality assurance review of the deliverables.

Monitor and control the project budget, scope of work and schedule; manage the project goals and objectives; manage and coordinate resources including staff scheduling and invoicing.

RRWD Permit Reviews

Upon request, HDR will review the materials provided by the RRWD and follow up with recommendations for the RRWD Board.

Watershed Project Planning and Funding Pursuit

Upon request, HDR will participate in Project development and strategic planning, permitting coordination, and similar project planning deliverable development. HDR will support RRWD funding support efforts and grant applications in a collaborative fashion.



Concept and Preliminary Design

Upon request, HDR will perform surveys and designs for small projects such as erosion control, side water inlets, 1W1P projects, and the like.

Meetings

Upon request, HDR will conduct research, prepare, and develop presentations for the meetings and the Board. HDR will attend the meetings in person and/or virtual as requested.

Field Work, Construction Administration, and RRWD Staff Support

Upon request, HDR will conduct field surveys, on-site construction observation, preparation of maps, preparation of as-built drawings, landowner coordination, and overall general support for RRWD staff.

Specific Projects

The requested services and projects will be engaged <u>only upon request by the District.</u> The following Projects have been identified and previously approved by the Board, and are outlined below in terms of potential estimated cost.

- Technical Services \$10,000
- CD 8 Construction Admin \$10.000
- CD 8 Re-establishment of Record \$20,000
- WD 3 Outlet Extension \$25,000
- WD 3 Sloughs \$12,500
- WD 3 Re-establishment of Record \$20,000
- Hay Creek Project Team \$15,000
- Big Swamp North Project Team \$50,000
- RRWD Culvert Survey TBD

Project Team and Hourly Rates

Key members of the HDR team include the following:

Role	Staff	2025 Hourly Rate
Contract Manager	Nate Dalager, PE	\$255
Project Manager	Dillon Nelson, PE	\$190
Project Engineer	Jacob Huwe, PE	\$190
Environmental Scientist	Torin McCormack	\$170
Project Engineer	Kerrie Berg, PE	\$170
Construction Administrator	Randy Knott	\$170
Sr. Project Engineer	Glen Krogman, PE	\$250
Civil Technician	Matt Angel / Aly Foty	\$115



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	Consultant
Roseau River Watershed District	HDR Engineering, Inc.
Ву:	HDR Engineering, Inc. By: Name: Christine Wiegert
Name:	Name: Christine Wiegert
Title:	Title: Sr. Vice President/MN-WI Area Manager



Classification	2025 Rate Ranges
Classification	
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	ψ11 ψ100
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



of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials. ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's



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 Statues, 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 perdiem 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 statue, 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 I	Board	\$ 215,375.28
2. RRWD Construction Fund		\$ 215,375.29
	Total	\$ 430,750.57

Carter Diesen, Chairman

ROSEAU RIVER WATERSHED DISTRICT ROSEAU, MINNESOTA 56751

Resolution passed at the September 4, 2025 meeting of the Roseau River Watershed District Board of Managers: Upon motion by Manager ______, seconded by Manager _____ the following resolution passed with _____ in favor and _____ opposed. WHEREAS: Pursuant to M.S.A. § 103D.905 Subd. 3, the Roseau River Watershed District has the authority to levy an ad valorem tax of 0.096 percent of the total market value of real estate and personal property (not to exceed \$500,000) of all taxable property within the district in the counties of Roseau, Kittson, Marshall, Beltrami, and Lake of the Woods, as set forth in the above mentioned Chapter. Such funds are to be used for general administration expenses AND WHEREAS: and for the construction and maintenance of projects of common benefit to the District. NOW, THEREFORE, BE IT RESOLVED: The Roseau River Watershed District Board of Managers wishes to levy sixty percent (60%) of maximum allowable amount totaling \$300,000 collectable in tax year 2026. Dated this 4th day of September, 2025. ROSEAU RIVER WATERSHED DISTRICT , it's Chairman

Carter Diesen

ROSEAU RIVER WATERSHED DISTRICT ROSEAU, MINNESOTA 56751

Resolution passed at the September 4, 2025 meeting of	Tthe Roseau River Watershed
District Board of Managers:	

Upon motion by Manager		, seconded by M	Mana	ager
Upon motion by Manager the following resolution was passed	with	in favor and		opposed.
BE IT RESOLVED BY THE RIVER WATERSHED DISTRICT:	E BOARD OI	F MANAGERS C	FT.	HE ROSEAU
That the Roseau River Water amounts to each ditch system as list taxes recovered in the year 2025.				
50% levy be made on Water	rshed Ditch S	ystem #3		
20% levy be made on Count	ty Ditch Syste	em #8.		
0.50% levy be made on Dito	ch System #1	6.		
0.50% levy be made on Wat	tershed Ditch	System #115.		
\$ 2,500.00 levy be made	le on West In	terceptor		
A one percent assessment on Approximate figures are:	Roseau Cou Kittson Cou Marshall Co Beltrami Co	inty inty ounty	\$88	3,177.69 1,155.02 641.92 899.65
Dated this 4 th day of September, 202	25.			
ROSEAU RIVER WATERSHED D	DISTRICT			
By	, it's C	hairman		
Carter Diesen				

ROSEAU RIVER WATERSHED DISTRICT ROSEAU, MINNESOTA 56751

upon motion by Manager seconded by Manager the following resolution passed with five in favor and none opposed.
"BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE ROSEAU RIVER WATERSHED DISTRICT:
WHEREAS, the Roseau River Watershed District is a member of the Red River Watershed Management Board and pursuant to a resolution duly adopted, the Board of Managers executed a Joint Powers Agreement, and
WHEREAS, the resolution adopted by the Red River Watershed Management Board under the date of July 8, 2025, said Management Board, pursuant to the provision of Chapter 162, Section 1, 1976 Session Laws, and in accordance with the provisions of the Joint Powers Agreement, did direct this Watershed District to levy an ad valor em tax in the amount of .0003627 percent of the estimated market value. This levy to be made on all taxable property within their district in accordance with the provisions of Minnesota 1976 Sessions Law, Chapter 162, Section 1; as amended by laws of 1982, Chapter 474, Section 1; Laws 1983, Chapter 338; and laws of 1989 First Special Session, Chapter 1, Article 5, Section 45 and
WHEREAS: the Board of Managers of the Roseau River Watershed District are desirous of cooperation and fulfilling this obligation,
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE ROSEAU RIVER WATERSHED DISTRICT:
That the Roseau River Watershed District does hereby levy and ad valor em tax in the amount of .0003627 percent of the estimated market value of all taxable property within this district and within the counties set forth in Chapter 162, 1976 Session Laws.
That said levy shall be for the year 2025 and shall be collectible with the taxes recovered in the year 2026.
That the County Auditor of the County of Roseau, Kittson, Marshall, Beltrami, and Lake of the Woods shall make said levy in accordance with the provisions of the Minnesota Watershed Act, Chapter 112, chapter 162 (1976) the Joint Powers Agreement and Legislative direction.
That all proceeds of said levy shall be forwarded by the County Auditor of the County of Roseau, Kittson, Marshall, Beltrami, and Lake of the Woods to the Treasurer of the Roseau River Watershed District.
That the Treasurer of the Roseau River Watershed District shall retain one half of the proceeds of said levy, and the proceeds from the remaining on half shall be transmitted to Robert L Sip, Executive Director, Red River Watershed Management Board, 11 5 th Avenue East, Suite B, Ada, MN 56510 and shall be credited to the general fund of the Red River Watershed Management Board."
Dated this 4 th day of September, 2025.
ROSEAU RIVER WATERSHED DISTRICT
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	Jer
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748	051748
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 Order Summary			,		
Change Orders Approved by Owner:	Owner:		1. ORIGINAL CONTRACT PRICE	\$	7,699,778.60
Number Date Approved	ved Additions	Deductions	2. NET CHANGE BY CHANGE ORDERS	\$	1
	\$	\$	3. CONTRACT SUM TO DATE (Line 1 \pm 2)	\$	7,699,778.60
	. ↔	\$	4. TOTAL COMPLETED AND STORED TO DATE		
	\$	\$	(Column I on Progress Estimate)	₽	1,847,559.40
	₩	\$	5. RETAINAGE: 5% of Completed Work and Stored Material	↔	92,377.97
	\$	\$	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$	1,755,181.43
	€	\$	7. LESS PREVIOUS PAYMENTS	↔	1,494,507.03
	€	€	8. AMOUNT DUE THIS APPLICATION	\$	260,674.40
01	TOTALS \$	\$	9. BALANCE TO FINISH	€	5,852,219.20
NET CHANGE BY CHANGE ORDERS	₩	1	10. PERCENT COMPLETE		23.99%
Contractor's Certification			1		

Payment of:

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.

Date:

Contractor: Gladen Construction, Inc.

By:

\$ HDR Engineering, Inc.

260,674.40 is recommended.

By:

Date: 8/28/2025

Roseau River Watershed District

Date: By:



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

Payment Amount	\$ 414,560.66	314,540.25	\$ 487,635.00	\$ 277,771.12		
Application Period	5/01/2025 - 5/31/2025 \$	5/01/2025 - 5/31/2025 \$	\$ 5707/08/9-5707/10/9	6/01/2025-6/30/2025		
Application No.	03-01.1	03-01.2	03-02.1	03-02.2		

Payment Amount				
Application Period				
Application No.				

Contractor's Application and Certificate for Payment

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For (contract):	t): For (Contract): Roseau Lake Rehab, Phase 3 and 4						Contractor:	Gladen	Gladen Construction, Inc.				
Application No.:							Application Period:		7/01/2025 - 8/27/2025				
	A				В	C	Q	Ш	Ш	9	т	_	7
	Item			1		Work Completed			Total Completed	Percent			Quantity to
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	eriod	Materials Presently Stored (not in C or D)	and Stored To Date (C+D+E)	Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Finish (A - F)
1404.500	MAINTENANCE OF TRAFFIC, CONTROL OF TRAFFIC, TRAFFIC CONTROL DEVICES, AND RESTORATION OF HAUL ROADS (LS)	ST	—	\$8,500.00	\$ 8,500.00	0.50	00.00	0.00	0.50	%00.09	\$0.00	\$4,250.00	0.50
2021.501	MOBILIZATION (LS)	ST	7	\$773,000.00	\$ 773,000.00	0.50	0.00	00.00	0.50	%00'09	\$0.00	\$386,500.00	0.50
2101.501	CLEARING AND GRUBBING (P)	ACRE	132	\$2,600.00	\$ 343,200.00	112.20	11.86	0.00	124.06	93.98%	\$30,836.00	\$322,556.00	7.94
2104.503	REMOVE PIPE CULVERTS (LF)	F)	287	\$20.00	\$ 5,740.00	182.00	0.00	00.00	182.00	63.41%	\$0.00	\$3,640.00	105.00
2106.507	STRUCTURAL FILL (CV) (P)	λ	400	\$65.35	\$ 26,140.00	00.0	0.00	0.00	00:00	%00:0	\$0.00	\$0.00	400.00
2106.507	COMMON EXCAVATION (EV) (P)	λ	145847	\$14.99	\$ 2,186,246.53	40720.62	9,279.38	0.00	50000.00	34.28%	\$139,097.91	\$749,500.00	95847.00
2106.507	COMMON EMBANKMENT(CV) (P)	λ	195685	\$3.07	\$ 600,752.95	00.00009	20,000.00	0.00	80000.00	40.88%	\$61,400.00	\$245,600.00	115685.00
2108.5	GEOSYNTHETIC CONSTRUCTION MATERIALS (GEOGRID) (SY)	λS	533	\$6.00	\$ 3,198.00	00.0	0.00	00.00	00:00	%00.0	\$0.00	\$0.00	533.00
2118.509	AGGREGATE SURFACING, CLASS 5 MOD (CV)	TON	17842	\$22.40	\$ 399,660.80	00.0	0.00	00.00	00:00	%00.0	\$0.00	\$0.00	17842.00
2104.503	SALVAGE AGGREGATE (CV)	λ	1800	\$14.73	\$ 26,514.00	00.0	0.00	0.00	00:00	%00.0	\$0.00	\$0.00	1800.00
2451.507	GRANULAR BEDDING (CV)	λ	819.5	\$45.05	\$ 36,918.48	00.0	0.00	00.00	00:00	%00.0	\$0.00	\$0.00	819.50
2452.5	PILING - H-Pile (LF)	LF	4070	\$75.00	\$ 305,250.00	00.0	0.00	00.00	00:00	%00.0	\$0.00	\$0.00	4070.00
2452.501	PILING - H-Test Pile 60 feet long and Pile Analysis (EA)	EA	3	\$3,000.00	\$ 9,000.00	00.0	00.00	00.00	00:00	%00.0	\$0.00	\$0.00	3.00
2461.502	EAST INLET STRUCTURE (LS)	EA	7	 	\$ 1,750,000.00	00.0	0.00	00.00	00:00	%00.0	\$0.00	\$0.00	1.00
2461.503	TRIPLE 19-10" SPAN 7'-8"ALUMINUM BOX CULVERT 49.5 ft long WITH WINGWALLS (LS)	EA		\$456,400.00	\$ 456,400.00	00.0	00:00	0.00	00:0	%00:0	\$0.00	\$0.00	1.00
2501.536		LF	80	\$97.95	\$ 7,836.00	00.0	80.00	00.00	80.00	100.00%	\$7,836.00	\$7,836.00	0.00
2501.548	48" CORRUGATED ALUMINIZED STEEL PIPE CULVERT	귀	494	\$154.20	\$ 76,174.80	346.00	76.00	00.00	422.00	85.43%	\$11,719.20	\$65,072.40	72.00
2501.636	36" CORRUGATED ALUMINIZED STEEL PIPE APRON	EA	1	\$964.00	\$ 964.00	0.00	1.00	0.00	1.00	100.00%	\$964.00	\$964.00	0.00
2501.648		EA	13	\$1,405.00	\$ 18,265.00	0.00	9.00	0.00	9.00	69.23%	\$12,645.00	\$12,645.00	4.00
2501.748	FLAP GATE (48 inch)	EA	1	\$9,700.00	\$ 9,700.00	0.00	1.00	0.00	1.00	100.00%	\$9,700.00	\$9,700.00	0.00
2501.736	SCREW GATE (36 inch)	EA	1	\$4,550.00	\$ 4,550.00	0.00	0.00	0.00	00.00	%00'0	\$0.00	\$0.00	1.00
2501.996		EA	8	\$30,000.00	\$ 240,000.00	0.00	0.00	0.00	00.0	%00:0	\$0.00	00.0\$	8.00
2511.513	RANDOM RIPRAP - CLASS 3	CY	334	\$110.20	\$ 36,806.80	0.00	0.00	0.00	00.0	%00'0	\$0.00	\$0.00	334.00
2511.514		CY	1405	\$98.00	\$ 137,690.00	350.00	2.00	0.00	352.00	25.05%	\$196.00	\$34,496.00	1053.00
2573.502		rs	1	\$50,000.00	\$ 50,000.00	0.00	0.00	0.00	0.00	%00.0	\$0.00	\$0.00	1.00
2573.503	DISK ANCHORING	ACRE	132	\$20.00	\$ 2,640.00	0.00	0.00	0.00	00.00	%00'0	\$0.00	\$0.00	132.00
2573.504	WOOD FIBER AND BLANKET SYSTEM	LF	158	\$1.25	\$ 197.50	0.00	0.00	0.00	00.00	%00.0	\$0.00	\$0.00	158.00
2573.505		LF	400	\$12.00	\$ 4,800.00	400.00	0.00	0.00	400.00	100.00%	\$0.00	\$4,800.00	0.00
2574.506	SOIL BED PREPARATION	ACRE	132	\$50.00	\$ 6,600.00	0.00	0.00	0.00	00.00	%00'0	\$0.00	00'0\$	132.00
2574.507	FERTILIZER, TYPE 1 (50 lbs per acre)	DOUND	0099	\$0.70	\$ 4,620.00	0.00	00.0	0.00	00.00	%00:0	\$0.00	00.0\$	00.0099
2575.501		ACRE	132	\$50.00	\$ 6,600.00	0.00	0.00	0.00	00.00	%00:0	\$0.00	\$0.00	132.00
2575.502	MULCH MATERIAL TYPE 1 (2 tons per acre)	NOT	264	\$105.00	\$ 27,720.00	0.00	00.0	0.00	00.00	%00.0	\$0.00	\$0.00	264.00
2575.504	TURF REINFORCEMENT MAT, CATEGORY 4	λS	4089	\$15.66	\$ 64,033.74	0.00	0.00	0.00	00.00	%00:0	\$0.00	\$0.00	4089.00
2575.507	WEED CONTROL AND INVASIVE SPECIES PREVENTION	ST	7	\$10,000.00	\$ 10,000.00	0.00	00'0	0.00	0.00	%00'0	\$0.00	\$0.00	1.00
2575.509		POUND	8580	\$7.00	\$ 60,060.00	0.00	0.00	0.00	0.00	%00.0	\$0.00	\$0.00	8580.00
	SUBTOTAL OF PROJECT BID ITEMS				\$7,699,778.60						\$274,394.11	\$1,847,559.40	

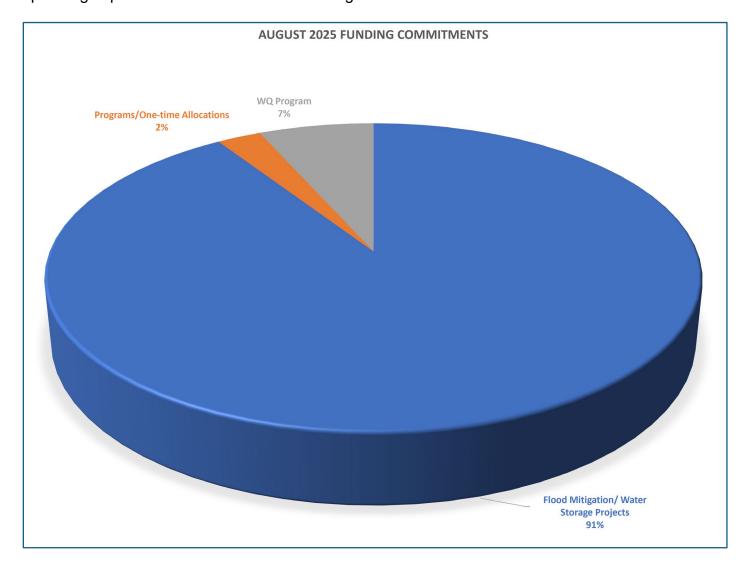


Meeting Highlights – August 19, 2025

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
TOTAL Remaining Funding Commitments:	\$23,750,046.09

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 RRMWB 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

<u>HWY 89 Drainage</u> – 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.

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

<u>Palmville</u> – 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	