

REGULAR MEETING of the BOARD OF MANAGERS  
**Thursday February 12, 2026 – 12:00 p.m.**  
RRWD OFFICE 714 6<sup>th</sup> Street SW, ROSEAU MINNESOTA



**Agenda**

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: \_\_\_\_\_

❖ **CONSENT AGENDA:** \_\_\_\_\_

- January 8, 2026 regular board meeting minutes
- Treasurer's report
- Permit 2026-03 MN DOT
- Review and approve manager and employee expense vouchers

❖ **PERMITS:**

- 2026-02 DSG Investments \_\_\_\_\_
- 2026-02 Kevin Severson \_\_\_\_\_

❖ **OLD BUSINESS:** \_\_\_\_\_

❖ **NEW BUSINESS:** \_\_\_\_\_

- \_\_\_\_\_

❖ **PROJECTS:**

- Roseau Lake: \_\_\_\_\_
  - Construction update \_\_\_\_\_
  - RRWMB funding agreement \_\_\_\_\_
  - FHM funding resolution \_\_\_\_\_
  - Payment Application approval \_\_\_\_\_
- Dahl Site: \_\_\_\_\_
- Big Swamp North (Badger Creek) update: \_\_\_\_\_
- Culvert Inventory update: \_\_\_\_\_

❖ **1:00 Redetermination of Benefits: H2Oviewers presentation** \_\_\_\_\_

❖ **REPORTS:**

- RRWMB: \_\_\_\_\_
- Technician: \_\_\_\_\_
- Administrator: \_\_\_\_\_

❖ **OTHER ITEMS:** \_\_\_\_\_

❖ **NEXT MEETING DATE:** March 12, 2025 @ 8:00 a.m.

❖ **MOTION TO ADJOURN:** \_\_\_\_\_ Time: \_\_\_\_\_

❖ **DATES TO REMEMBER:**

- February 24<sup>th</sup>: Citizen's Advisory Committee meeting, Roseau City Center
- March 3<sup>rd</sup>, 2026: MN Watershed's Legislative Event, St. Paul
- March 17 & 18, 2026: March Conference, Moorhead

## MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD OF MANAGERS MEETING HELD JANUARY 8, 2026

**ORDER:** Chairman Diesen called the meeting to order at 12:00 p.m. and led the Pledge of Allegiance.

**MANAGERS PRESENT:** Carter Diesen, Jim Johnson, Jason Braaten, LaVerne Voll, and Cody Schmalz

**STAFF PRESENT:** Administrator Halstensgard, Technician Broten, & Assistant Wensloff

**OTHERS PRESENT:** Daryl Wicklund, County Commissioner; Tom Enright, DNR; and Matt Fischer, BWSR

**CONSULTING STAFF PRESENT:** Erik Jones, Houston Engineering; Michelle Moren, Attorney; Nate Dalager and Torin McCormack, HDR Engineering.

**AGENDA:** A **motion** was made by Manager Voll, seconded by Manager Braaten, to approve the agenda as amended. Motion carried unanimously.

**BOARD REORGANIZATION:** A **motion** was made by Manager Voll to keep the appointments the same as last year. It was seconded by Manager Schmalz. Then motion carried unanimously. With this motion, the following appointments will stand for 2026.

### **2026**

Chairman	Chairman Diesen
Secretary	Manager Voll
Treasurer	Manager Braaten
Official Depository	Bremer Bank, Citizens State Bank and Border State Bank
Official Newspaper	Roseau Times-Region
Legal Counsel	Moren Law Office
Engineering Firm	No primary engineering firm
FSA Representative	Chairman Diesen
RRWMB representative	Manager Braaten, Delegate Manager Voll, Alternate
RRIW representative	Managers Voll & Schmalz
Personnel	Managers Braaten & Voll

### **2026 Meetings -**

#### **Regular meetings:**

January 8 – 12 p.m.	July 2 – 8 a.m.
February 12 – 12 p.m.	August 6 -- 8 a.m.
March 12– 8 a.m.	September 3 – 8 a.m.
April 2 - 8 a.m.	October 1 – 8 a.m.
May 7 – 8 a.m.	November 5 – 8 a.m.
June 4 -- 8 a.m.	December 10 -- 12 p.m.

**CONSENT AGENDA:** Administrator Halstensgard stated that the Treasurer's Report in the packet is updated with also three additional bills to be added from Moren Law Office in the amount of (\$2,526.25), Houston Engineering - Hay Creek/Santl site (\$14,053.75), and Houston Engineering - WD3 (\$9,953.33)

There were no permits to be reviewed for the month of January.

Adoption of the Consent Agenda included:

- Approval of the December 11, 2025, regular board meeting minutes
- December Treasurer's Report
- Review and approve Manager and Employee expense vouchers as read by Manager Braaten.

A **motion** to approve the consent agenda was made by Manager Johnson and seconded by Manager Voll. The motion carried unanimously.

**DELEGATE:** Matt Magnusson addressed the Board as a landowner. Attorney Moren advised Mr. Magnusson and the Board that no discussion would take place on pending litigation, and the Board would listen to Mr. Magnusson but would not be responding. Mr. Magnusson proceeded to speak about the weir in SD 51 Cutoff 1, early overflow, and the stream gages on that were installed as part of the Roseau Lake Project.

**OLD BUSINESS:** There was no Old Business for this meeting.

**NEW BUSINESS:**

Citizen Advisory Committee (CAC) public informational meeting - Administrator Halstensgard would like to schedule the meeting for Tuesday, February 24, 2026 at the Roseau City Center, with a meal at 5 p.m. and meeting at 6 p.m. She also mentioned a few topics for discussion, such as Sprague Creek, Hay Creek and the Santl site. The Board supported scheduling the CAC meeting as suggested.

After discussion on the Houston Engineering General Services Contract, Manager Braaten made a **motion** to accept Houston Engineering General Services Contract with edits as recommended by Attorney Moren. Manager Johnson seconded the motion. Motion carried unanimously.

The Board discussed HDR Engineering General Services Contract. Manager Schmalz voiced an opinion on a possible different Engineering firm. There was discussion on the Board's involvement in the work being outlined in these contracts. Administrator Halstensgard stated combining the work authorized by the board into these general services contracts is an effort to improve transparency of the funding being spent on these services. Manager Johnson made a motion to accept the HDR General Services Contract. Manager Braaten seconded the motion. Motion carried unanimously.

Tom Enright, DNR, spoke about the Roseau Lake Joint Powers Agreement Amendment #3 for additional funding being presented for the board to consider. . Manager Braaten made a **motion** to accept Amendment 3 to SWIFT Contract No.253130. Manager Johnson seconded the motion. Motion carried unanimously.



Technician Broten discussed SD51 debris removal this winter. Manager Schmalz made a **motion** to hire Matt Anderson to clean from the border east with a \$15,000 budget. Manager Braaten seconded the motion. The motion carried unanimously.

Manager Johnson made a **motion** to hire Nathaniel Roseen to clean from Hwy 310 west with a budget of \$15,000. Manager Braaten seconded the motion. Motion carried unanimously.

### **1:00 p.m. Bid Opening:**

Roseau Lake Phase 5	Eng. Est. \$3, 646, 759.03	
Name	Bid Bond	Bid Amount
Davidson Construction, INC.	X	\$ 4,079,198.50
Gladden Construction, INC.	X	\$ 3,198,616.00
RJ Zavoral and Sons, INC.	X	\$ 5,199,824.00
Spruce Valley Corporation	X	\$ 2,875,492.80
MNL	X	\$ 2,893,516.00
Apex Drainage	X	\$ 3,906,012.80
Aspen Construction	X	\$ 4,446,366.00

There was **motion** made by Manager Voll to accept the apparent low bid upon review. Manager Schmalz seconded the motion. Motion carried unanimously.

### **PROJECTS:**

Roseau Lake: Technician Broten gave a construction update stating that the construction on Sprague Creek is complete. Manager Braaten made the **motion** to approve the two separate payment applications for Gladden Construction; Payment Application No. 03.-06.1 for \$496,518.95, and Payment Application No. 03.-06.2 for \$466,697.76. Manager Johnson seconded that motion. The motion carried unanimously.

Manager Braaten made a separate **motion** to approve Payment Application No. 1 for \$226,576.90 to Northern Harbor Construction minus 5% retainage. Manager Schmalz seconded the motion. The motion carried unanimously.

CD8: Landowner meeting recap: Administrator Halstensgard gave a short recap on the meeting noting there has been no negative feedback. After discussion on the Reestablishment of record, Manager Johnson made a **motion** to proceed with the Reestablishment of Records. It was seconded by Manager Voll. Motion carried unanimously.

Administrator Halstensgard discussed the proposed Redetermination of Benefits stating no opposition has been presented to the office. Administrator Halstensgard will contact H2O Viewers and ask them to give a presentation at the February meeting.

WD3: Landowner meeting: Administrator Halstensgard gave a short recap on the meeting noting there has been no negative feedback on the information presented. Some landowners question the removal of the traps on lateral 2. Engineer Dalager recommended proceeding with repair of the Lateral 2 outlet realignment. Manager Voll made a **motion** to proceed with the

repair. Manager Johnson seconded the motion. Motion carried unanimously. Manager Braaten made a **motion** to repair the sloughing on Lateral 2 with slope stabilization. Manager Johnson seconded the motion. Motion carried unanimously. Administrator Halstensgard stated that the Roseau River Joint Powers Board (RRJPB) met this morning and authorized utilizing Watershed Based Implementation Funding (WBIF) funding as cost-share for the projects.

After some discussion, Manager Braaten made a **motion** to proceed with the Reestablishment of records, seconded by Manager Johnson. Motion carried unanimously.

Redetermination of benefits: It was the consensus of the Board to wait on the Redetermination of Benefits.

**CLOSED MEETING: LITIGATION** Manager Voll made a **motion** to adopt the resolution to close the public meeting for litigation discussion. Manager Johnson seconded the motion. Motion carried unanimously.

Manager Voll made a **motion** to reopen the public meeting. Manager Johnson seconded the motion. The motion carried unanimously.

### **REPORTS:**

**RRWMB:** Manager Braaten provided an update on the RRWMB. That included mention of the Legislative open house March 3 & 4, Federal funding update, and staffing changes. He also mentioned the stream gage cost share contract was renewed.

**ADMINISTRATOR:** Administrator Halstensgard noted the IRS mileage rate update from \$.70 per mile to \$.72.5 per mile. She talked about the Flood Hazard Mitigation (FHM) grant funding and mentioned the possibility of a Special meeting to be scheduled if a contract is sent before the February meeting. Administrator Halstensgard also gave an update on the JPB meeting held earlier today and deferred to her written report along with the following items:

- Red River Basin Commission (RRBC) Conference [1/14/26-1/15/26]
- MN Watersheds Legislative Event [3/3/26-3/4/26]

**WATERSHED TECHNICIAN:** Technician Braaten updated the board on Sprague Creek stating construction is done.

### **OTHER BUSINESS:**

The next meeting will be February 12, 2026, at 12:00 p.m. After a **motion** by Manager Voll and seconded by Manager Johnson, the meeting was adjourned at 2:49 p.m.

Respectfully submitted,

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LaVerne Voll, Secretary

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Tracy Halstensgard, Administrator

## January 2026 Bills &amp; Receipts

Checkbook Balance as of December 30, 2025	\$376,615.66
<b>Receipts:</b>	
Citizens State Bank -- interest 12-15-25	\$ 198.93
State of Minnesota -- Market Value Credit	\$ 9,438.86
Roseau County -- Share of taxes	\$ 283,494.87
<b>Total:</b>	<b>\$ 293,132.66</b>
<b>Bills:</b>	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 6,160.20
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,915.14
Tawni Wensloff -- wages	\$ 3,193.49
Jason Braaten -- Per Diem & mileage	\$ 362.26
Carter Diesen -- Per Diem & mileage	\$ 392.71
James Johnson -- Per Diem & mileage	\$ 286.08
Cody Schmalz -- Per Diem & mileage	\$ 184.32
LaVerne Voll -- Per Diem & mileage	\$ 398.51
Tawni Wensloff -- Winnipeg Hotel Reimbursement	\$ 437.72
Elan Financial Services -- credit card	\$ 1,099.20
City Of Roseau -- utilities	\$ 450.03
Roseau Times-Region -- notices	\$ 1,009.80
Minnesota Energy Resources -- natural gas	\$ 81.44
Marco Technologies -- contract	\$ 91.00
Patrick Moren Law Office -- Legal Fees	\$ 2,526.25
Roseau Electric Co-op -- Int/phone --	\$ 126.86
Verizon Wireless -- Trimble	\$ 40.01
Multi Office Products -- paper	\$ 145.77
Quality Printing -- envelopes	\$ 143.88
Riverside Garage Door Company -- garage door repair	\$ 122.00
Northern Resources -- gas	\$ 210.39
Red River Watershed Management Board -- share of taxes	\$ 77,456.41
LSSP Corporation -- Pinpoint subscription renewal	\$ 2,250.00
Houston Engineering -- Invoices 77439, 80023 & 80022	\$ 27,009.08
Roseau Computers -- Laptop check and software update	\$ 589.98
Roseau Computers -- ink	\$ 67.98
League of Minnesota Cities -- 2026 membership dues	\$ 2,497.00
HDR Engineering -- Inv #1200781158, 1200780232 & 1200780225	\$ 40,119.30
HDR Engineering -- Inv #1200780226, 1200780227 & 1200780229	\$ 1,315.70
HDR Engineering -- Inv #1200780230, 1200782620 & 1200780228	\$ 7,832.25
Northern Harbor Construction -- Sprague Creek Mitigation	\$ 226,576.90
Gladden Construction -- payment Application 03-06.1	\$ 496,518.95
North Pine Services -- snow removal	\$ 1,172.30
<b>Total:</b>	<b>\$904,782.91</b>



714 6<sup>th</sup> ST SW  
Roseau, MN 56751  
218-463-0313

## Permit #2026-003 - Application Received

Date Submitted: January 29, 2026

### Applicant Information:

<b>First Name:</b> Rachel	<b>Last Name:</b> Miller
<b>Phone Number:</b> 218-214-6137	<b>Email:</b> rachel.m.miller@state.mn.us
<b>Address:</b> 3920 US 2 West	<b>City, State:</b> Bemidji, MN <b>Zip Code:</b> 56601

### Project Type:

- Culvert Installation / Removal / Modification

### Project Description:

MnDOT SP 6806-33 will include reconstruction trunk highway 89 from approximately 7th St SW to the junction of trunk highway 11 in the City of Roseau. The project will include 2 new roundabouts, new storm sewer, lighting and upgraded pedestrian facilities. The new storm sewer systems will replace the existing drainage infrastructure and outlet to the storm sewer line along the railroad the City is upgrading. The water will ultimately outlet to the existing city owned pond..

### Project Location:

1/4, Section 24, Jadis Township, Roseau County

### Project Details:

### Documents Uploaded:

- [SP 6806-33 Plans \(Click to Open\)](#)

### 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.



26-03 (Jadis 24)

Rachel Miller (MNDoT) submitted a permit application to install new sewer system that will replace existing drainage infrastructure and outlet to the storm sewer line along the railroad the city is upgrading.

Comments



## February 2026 Treasurer's report

Checkbook Balance as of January 30, 2026	\$758,209.78
<b>Receipts:</b>	
Citizens State Bank -- interest 1-19-26	\$ 140.82
State of Minnesota -- withholding refund	\$ 114.08
Kittson County -- share of taxes; SD 51	\$ 1,098.50
Kittson County -- share of taxes	\$ 48.82
Marshall County -- share of taxes	\$ 390.00
Lake of the Woods County -- share of taxes	\$ 8.24
State of Minnesota -- Roseau Lake reimbursement; Flood Hazard Mitigation grant	\$ 558,451.25
Beltrami County - share of taxes	\$ 565.78
Roseau County -- final share of 2025 taxes	\$ 51,011.75
Red River Watershed Management Borad -- Roseau Lake reimbursement 7	\$ 217,792.88
Red River Watershed Management Board -- reimbursement request 8	\$ 142,622.02
Red River Watershed Management Board -- reimbursement	\$ 26.00
<b>Total:</b>	<b>\$ 972,270.14</b>
<b>Bills:</b>	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 6,160.19
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,915.16
Tawni Wensloff -- wages	\$ 3,193.47
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	\$ 3,392.23
City Of Roseau -- utilities	\$ 448.87
Roseau Times-Region -- notices	\$ 30.60
Minnesota Energy Resources -- natural gas	\$ 91.96
Marco Technologies -- contract	\$ 91.00
Marco -- copier contract	\$ 6.84
Patrick Moren Law Office -- Legal Fees	
Roseau Electric Co-op -- Int/phone --	\$ 126.86
Verizon Wireless -- Trimble	\$ 40.01
Quality Printing -- envelopes	\$ 161.06
Lakeside Fire & Safety Inc -- extinguisher inspection & recharge	\$ 93.95
North Pine Services -- snow removal	\$ 950.00
Northern Resources -- gas	\$ 43.39
Dot.com connection -- website maintenance August - Dec. 2025	\$ 207.50
Vernon products -- promotional waterbottles	\$ 520.86
Roseau County Highway Dept. -- Ditch 8 signs & posts	\$ 294.16
Smith Partners -- legal services	\$ 205.10
Houston Engineering -- River Restoration litigation	\$ 2,393.25
Houston Engineering -- Hay Creek Subwatershed	\$ 11,506.00
Houston Engineering -- MS4Front software subscription	\$ 4,770.75
Red River Watershed Management Board -- stream gage cost share	\$ 12,337.00
HDR Engineering -- Inv #1200787445 Juneberry / Big Swamp North	\$ 2,181.25
HDR Engineering -- Inv #1200787447 WD 3 outlet	\$ 1,843.75
HDR Engineering -- Inv #1200787449 WD3 Re-establishment	\$ 127.50
HDR Engineering -- Inv #1200787444 Technical Assistance	\$ 2,208.75

HDR Engineering -- Inv #1200787448 CD 8 re-establishment	\$	255.00
HDR Engineering -- Inv #1200787446 CD 8	\$	1,886.25
HDR Engineering -- Inv #1200798645 Spruce 35	\$	1,780.00
HDR Engineering -- Inv #1200787451 Roseau Lake	\$	65,370.85
HDR Engineering -- Inv #1200787455 Big Swamp North - Badger Creek	\$	3,146.25
Total:		\$129,779.81





714 6<sup>th</sup> ST SW  
Roseau, MN 56751  
218-463-0313

## Permit #2026-001 - Application Received

Date Submitted: January 29, 2026

### Applicant Information:

<b>First Name:</b> DSG Investments	<b>Last Name:</b> DSG Investments	
<b>Phone Number:</b> 218-280-1555	<b>Email:</b> fertileoil@gvtel.com	
<b>Address:</b> 11201 Golf Course Lane SW	<b>City, State:</b> Fertile, MN	<b>Zip Code:</b> 56540

### **Project Type:**

- Tiling

### **Project Description:**

This project will include the installation of subsurface drain tile.

### **Project Location:**

SE 1/4, Section 32, Lake Township, Roseau County

### **Project Details:**

### **Documents Uploaded:**

- [Project Design \(Click to Open\)](#)

### **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.



Agassiz Drain Tile  
Strem, Danny  
West Lake 32



- 04 inch Pipe - 114535 ft
- 08 inch Pipe - 295 ft
- 10 inch Pipe - 260 ft
- 12 inch DW - 380 ft
- 12 inch Pipe - 330 ft
- 15 inch DW - 1180 ft
- 18 inch DW - 14 ft
- ModArea - 23.5 Acres
- Pump
- Notes



## 26-01 (Lake 32)

DSG Investments submitted a permit application to install ag tiling in a farm field located along the south side along hwy 11. The purpose is to improve ag production.

### Comments

Tile outlet must be armored to prevent erosion.







714 6<sup>th</sup> ST SW  
Roseau, MN 56751  
218-463-0313

## Permit #2026-002 - Application Received

Date Submitted: January 29, 2026

### Applicant Information:

<b>First Name:</b> Kevin	<b>Last Name:</b> Severson	
<b>Phone Number:</b> 218-469-0083	<b>Email:</b> k_severson25@hotmail.com	
<b>Address:</b> 19412 442nd Ave	<b>City, State:</b> Roseau, MN	<b>Zip Code:</b> 56751

### **Project Type:**

- Culvert Installation / Removal / Modification

### **Project Description:**

install 18" culvert through township grade.

### **Project Location:**

1/4, Section 23, Mickinock 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.

26-02 (Mickinock 23)

Kevin Severson submitted a permit application to install an 18" culvert through the township grade to improve drainage in his field on the north side of 180th.

Comments

Some of the water wants to go north to CD21 Lat2 Br1, but the remaining water sits along the township grade with no drainage. Culvert through the township grade would drain the water into CD21 Lat2.



**Roseau River Watershed District  
Road Authority Permit Review Form**

Permit Application No.: 2026-002

Applicant: Kevin Severson

*I have reviewed the above permit and find the following:*

- ☒ *Recommend Approval as submitted*
- ☐ *Recommend Approval with conditions outlined below*
- ☐ *Recommend Discussion with RRWD Board on items outlined below*
- ☐ *Recommend Denial*
- ☐ *Recommend Review*

**Comments:**

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Signed: Eric Holstengren  
Road Authority

1-29-2026  
Date



**APPROVED FUNDING AGREEMENT 2026FA-01**  
**RED RIVER WATERSHED MANAGEMENT BOARD**  
**SUPPLEMENTAL FUNDING AGREEMENT WITH ROSEAU RIVER WATERSHED DISTRICT**  
**ROSEAU LAKE REHABILITATION PROJECT**

This Supplemental Funding Agreement ("Agreement") is made between the Red River Watershed Management Board (RRWMB) and the Roseau River Watershed District ("District") to facilitate the timely and effective construction and completion of the Roseau Lake Rehabilitation Project ("Project"). The Project proposes to provide more efficient flood storage and improve habitat for waterfowl, fish and other wildlife, by means of the construction of embankments and control structures along the Roseau River to better time flood storage in the Roseau Lake basin.

The District submitted a Step II application with Project Work Plan and engineering report on February 21, 2017, with a final engineering report being completed in June 2019. On April 18, 2017, the RRWMB Board of Managers approved the application and established a \$3 million allocation of RRWMB funds to the Project, subject to certain conditions including submittal of a Step III application. On June 16, 2020, the RRWMB Board of Managers approved an extension of the deadline to submit a Step III application. On May 18, 2021, the Board of Managers approved Funding Agreement 2021FA-05. On July 18, 2023, the Board of Managers approved the Step III application for the Project, and on August 15, 2023, it approved a final Funding Agreement 2023FA-03, superseding and replacing Funding Agreement 2021FA-05, in the amount of 36.3 percent of Project costs, not to exceed \$3 million.

As of January 27, 2026, all funds committed under 2023FA-03 had been disbursed or approved for disbursement for Project costs including engineering studies, acquisition of real property interests, and partial construction payments. On that date, the RRWMB Board of Managers approved this Agreement to address increased construction costs and a shortfall in expected funding from the State of Minnesota.

**A. PURPOSE OF THE AGREEMENT**

1. The Agreement, duly authorized, executed and delivered, constitutes a valid, legal, and binding agreement in accordance with its terms. For purposes of the Agreement the RRWMB represents that it is a joint powers board, formed by agreement made pursuant to the authority conferred on the participants by Minnesota Statutes §471.59 and chapter 103D and authorized by Minnesota Laws 1976, chapter 162, sections 14, as amended. For purposes of the Agreement the District is a watershed district and a political subdivision of the State of Minnesota pursuant to Minnesota Statutes chapter 103D. The District is a party to the joint powers agreement whereby the RRWMB was established and remains a member in good standing of the RRWMB.



2. The Agreement is entered in partial fulfillment of, and conforms to, the RRWMB joint powers agreement and the specific legislation authorizing the formation of the RRWMB, Minnesota Laws 1976, chapter 162, sections 1-4, as amended.

## **B. DISBURSEMENT OF FUNDS, PROJECT VERIFICATION, AND FINANCIAL ACCOUNTING**

1. Pursuant to the Step III approval, RRWMB hereby commits to funding \$1,700,000 in Project costs. This commitment is in addition to \$3,000,000 in funding committed under 2023FA-03. Notwithstanding the foregoing, the total amount paid under these two agreements will not exceed 36.3 percent of Project cost. The amount of \$3,000,000 in previously disbursed funds to the District, including \$615,000 disbursed in advance of 2023FA-03 and \$2,385,000 disbursed pursuant to 2023FA-03, is incorporated into the full sum of Project funding supplied by the RRWMB and is subject to repayment only in accordance with the terms of the Agreement.
2. A reservation of \$2,000,000 in funding approved by the RRWMB Board of Managers on November 19, 2024, and an increase of that amount to \$2,700,000 approved by the Board of Managers on April 15, 2025, those amounts contingent on the outcome of requests for state funding, are superseded by this Agreement and no longer of effect.
3. All further RRWMB payments to the District for the Project are on a reimbursement basis. The District will transmit a copy of the contract awarded and/or verification of expenses incurred for the Project to the RRWMB for verification before any payments are made. Actual staff costs incurred for the Project are eligible for RRWMB reimbursement.

The RRWMB's commitment to disburse funds under this Agreement is specifically conditioned on conformance to RRWMB Funding Procedures for Projects and Programs ("Funding Procedures") and RRWMB verification that final engineering details and financial accounting for the Project conform to guidelines set forth in the RRWMB Funding Procedures and the practices of the RRWMB in its administration of funding for flood damage reduction projects pursuant to these procedures.

4. No additional fees or charges above actual Project costs are eligible for RRWMB reimbursement. RRWMB is not liable for cost overruns above the total allocation of \$4,700,000 under the Step III approval. No reimbursement is allowed for interest charges.
5. RRWMB may inspect Project progress at any time during construction and immediately after Project completion. Any material deviation from the Project as approved by the RRWMB in the Step III submittal, as determined by the RRWMB after reasonable opportunity for response from the District, may result in RRWMB declaration of the District's default as provided below.





6. The District will provide a final cost accounting to RRWMB on Project completion. The cost accounting will include a certification of completed construction signed by the Project engineer and a certification of expenses incurred signed by the District secretary.
7. The District will pay all costs and expenses of collection incurred by RRWMB, its assignee or designated holder, in or out of court, including without limitation, court-related costs and expenses and reasonable attorney fees and disbursements (including such costs, fees, and disbursements incurred on appeal of any litigation) **related to enforcement of the terms of the Agreement.**

#### **C. DEFAULT**

1. The RRWMB Board may declare the District in default if it finds that there has been or will be substantial divergence from the Final Engineer's Report ("Report"), as referenced in paragraph C.1 of 2023FA-03, or from materials submitted in the Step III Submittal approved by the RRWMB on July 18, 2023, or that the Project has not been or will not be implemented in a timely manner in accordance with the Report. On declaration of default, the RRWMB will give written notice and demand for payment of all amounts due, which may include, but is not limited to, repayment of RRWMB funds for Project elements found to be out of compliance with the Report.
2. If the RRWMB declares a default and acts to recover funds disbursed, the District will pay the costs, including reasonable attorney fees and interest, incurred by the RRWMB to recover repayments under the Agreement.
3. The District will repay any funds due to RRWMB by virtue of such default by pledging and dedicating future tax levies in amounts sufficient to reimburse RRWMB in a timely manner and on a reasonable schedule set by RRWMB.

#### **D. GENERAL RIGHTS AND DUTIES**

1. The District will use all RRWMB funds disbursed to it under the Agreement exclusively for the Project as approved in the Step III Submittal.
2. The District will comply with all terms of the Agreement, conform to the Report and the Step III submittal, incorporated herein for this purpose, and fulfill all assurances, representations and commitments made by the District in the Report and submittal, as it may be amended by the District in accordance with paragraph F.3, below.

#### **E. RECORDS MAINTENANCE AND FISCAL CONTROLS**

1. Records Maintenance. The District will maintain, and require its contractors and subcontractors performing work on the Project to maintain, complete and accurate records according to Generally Accepted Government Accounting Standards (GAGAS).





Such records and accounting procedures will fully disclose the amount and disposition of all loan funds disbursed under the Agreement. Such records also will account for disposition of project expenditures, property purchased, and program income, and document compliance with applicable statutes, regulations, and the conditions of the Agreement.

Authorized representatives of the RRWMB may examine such records on request or audit and the District will maintain them for at least six (6) years after termination of the Agreement. If, while the Agreement is effective or within six (6) years thereafter, the District is subject to an independent audit that includes or addresses the activities of the Agreement, the District will provide a copy of the audit to the RRWMB.

2. **Fiscal Controls.** The District will establish fiscal controls and accounting procedures sufficient to assure proper accounting for payments received, disbursements made and balances at the beginning and end of the accounting period. The District will use accounting, audit and fiscal procedures conforming to GAGAS as these are promulgated by the Governmental Accounting Standards Board. Generally accepted auditing standards are usually defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication "Government Auditing Standards." All accounts will be established and maintained as separate accounts. The District will expressly require all contractors and subcontractors to comply with the provisions of this Section E.

## **F. GENERAL CONDITIONS OF AGREEMENT**

1. **Liability.** The RRWMB is not liable for any payment for damages or other relief arising under Project implementation, including but not limited to contracts entered into by the District with contractors or other third parties. The District will indemnify the RRWMB, its board members, employees, and agents, and hold them harmless, from any claims, causes of action, liabilities and costs, including attorney fees, arising from the Agreement. This paragraph does not bar any specific performance remedy the District may have for the RRWMB's failure to fulfill its obligations under the Agreement.
2. **Waiver.** No delay by RRWMB, its assignee or its designated holder in enforcing any covenant or right under the Agreement waives any covenant or right, and no waiver by RRWMB, its assignee or its designated holder of any particular provision of the Agreement waives any other provision or constitutes a continuing waiver of any particular provision, and except as expressly waived in writing, all provisions will continue in full force and effect.



3. Amendments. Any amendment or modification to the Agreement must be in writing and will not be effective until executed by the same parties who executed and approved the original Agreement, or their successors in office. The District may undertake minor modifications of the Report with written approval of the RRWMB Executive Director. No changes to the tasks, schedules, eligible expenditures, or any other provision in the Report may be made without the written consent of the RRWMB.
4. Remedies. If there has been a failure to comply with a provision of the Agreement, the RRWMB may exercise any and all remedies available at law or in equity.
5. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs the Agreement. Venue for all legal proceedings arising out of the Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Norman County, Minnesota.
6. Severability. If a provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision of the Agreement.
7. Effective Date. The Agreement is effective when signed by the parties.
8. Termination. The Agreement terminates when the RRWMB has determined in writing that it has disbursed all funds approved for disbursement under the Agreement according to the terms and conditions of the Agreement. Records maintenance and indemnification provisions survive termination.



The RRWMB and the District agree by their signatures below to be bound by the Agreement.

The undersigned agree and acknowledge that they have full power and authority to bind their organizations to the terms of the Agreement. Furthermore, the undersigned acknowledge that the execution of the Agreement is pursuant to the legitimate and statutorily authorized purposes of the RRWMB and the District.

*Approved for Form and Execution:*

\_\_\_\_\_  
RRWMB Attorney

**RED RIVER WATERSHED MANAGEMENT BOARD**

By \_\_\_\_\_  
Greg Holmvik, Vice-president

Date:

**ROSEAU RIVER WATERSHED DISTRICT**

By \_\_\_\_\_  
Carter Diesen, President

Date:

## Resolution No. 2-12-2026-01

### RESOLUTION FOR STATE APPROPRIATIONS FOR ROSEAU RIVER WATERSHED DISTRICT FOR THE ROSEAU LAKE REHABILITATION PROJECT

**BE IT FURTHER RESOLVED** that the Roseau River Watershed District hereinafter referred to as the “Applicant” act as legal sponsor for the flood risk reduction project or phase described in the Flood Hazard Mitigation Grant Assistance Program Application submitted on June 18, 2025 and that Carter Diesen, Board Chair is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the Applicant.

**BE IT FURTHER RESOLVED** that the Applicant has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, maintenance and protection of the proposed project.

**BE IT FURTHER RESOLVED** that the Applicant has the financial capability to provide any required matching funds necessary to complete the project or phase, and that the source of the Applicant’s funds shall be \$750,125 through the Applicant’s Construction Levy (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 will not include other State funding sources.

**BE IT FURTHER RESOLVED** that the Applicant hereby pledges to complete the project or phase if it exceeds the total funding provided by the Department of Natural Resources and the required local match.

**BE IT FURTHER RESOLVED** that the Applicant has not incurred any reimbursable expenses prior to the effective date of the appropriation.

**BE IT FURTHER RESOLVED** that the Applicant has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

**BE IT FURTHER RESOLVED** that upon approval of its application by the state, the Applicant may enter into an agreement with the State of Minnesota for the above-referenced project, and the Applicant certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

**NOW THEREFORE BE IT RESOLVED** that the Board Chair is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the Applicant.

**I CERTIFY THAT** the above resolution was adopted by the Board of Managers of Roseau River Watershed District on February 12, 2026.

**SIGNED:** \_\_\_\_\_  
Carter Diesen, Board Chair

**DATE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
LaVerne Voll, Secretary

**DATE:** \_\_\_\_\_



Contractor's Application and Certificate for Payment Summary

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.: 03-07.1	Application Period: 12/22/2025- 2/02/2026

Application for Payment  
Change Order Summary

Change Orders Approved by Owner:			
Number	Date Approved	Additions	Deductions
1.1		\$ 197,741.50	\$ -
1.2		\$ 92,801.25	\$ -
1.3		\$ 45,275.25	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTALS		\$ 335,818.00	\$ -
NET CHANGE BY CHANGE ORDERS		\$ 335,818.00	

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: 2/4/24
-----------------------------------------------------------------------------------------	--------------

1. ORIGINAL CONTRACT PRICE	\$ 7,699,778.60
2. NET CHANGE BY CHANGE ORDERS	\$ 335,818.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 8,035,596.60
4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate)	\$ 5,421,115.29
5. RETAINAGE: 5% of Completed Work and Stored Material	\$ 271,055.76
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 5,150,059.52
7. LESS PREVIOUS PAYMENTS	\$ 4,810,688.74
8. AMOUNT DUE THIS APPLICATION	\$ 339,370.78
9. BALANCE TO FINISH	\$ 2,614,481.31
10. PERCENT COMPLETE	67.46%

Payment of:  
\$ 339,370.78 is recommended.

HDR Engineering, Inc.

By: 	Date: 2/02/2026
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Roseau River Watershed District

By:	Date:
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Contractor's Application and Certificate for Payment Summary

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.: 03-07.1	Application Period: 12/22/2025- 2/02/2026

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
03-03.1	7/01/2025-8/27/2025	\$ 260,674.40
03-04.1	8/27/2025-9/23/2025	\$ 526,465.26
03-04.2	8/27/2025-9/23/2025	\$ 498,417.50
03-04.3	8/27/2025 -9/23/2025	\$ 554,951.57

Application No.	Application Period	Payment Amount
03-05.1	9/23/25-10/31/25	\$ 512,456.27
03-06.1	11/1/25-12/21/25	\$ 496,518.95
03-06.2	11/1/25-12/21/25	\$ 466,697.76





Contractor's Application and Certificate for Payment

For (contract):		For (Contract): Roseau Lake Rehab, Phase 3 and 4						Contractor:		Gladen Construction, Inc.					
Application No.:		03-07.1						Application Period:		12/22/2025- 2/02/2026					
A					B	C	D	E	F	G	H	I	J		
Item						Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Quantity to Finish		
Item No.	Description			Unit	Contract Quantity	Contract Unit Price	Scheduled Value							From Previous Applications	This Period
1404.500	MAINTENANCE OF TRAFFIC, CONTROL OF TRAFFIC, TRAFFIC CONTROL DEVICES, AND RESTORATION OF HAUL ROADS (LS)			LS	1	\$8,500.00	\$ 8,500.00	0.50	0.00	0.00	0.50	50.00%	\$0.00	\$4,250.00	0.50
2021.501	MOBILIZATION (LS)			LS	1	\$773,000.00	\$ 773,000.00	0.75	0.00	0.00	0.75	75.00%	\$0.00	\$579,750.00	0.25
2101.501	CLEARING AND GRUBBING (P)			ACRE	132	\$2,600.00	\$ 343,200.00	132.00	0.00	0.00	132.00	100.00%	\$0.00	\$343,200.00	0.00
2104.503	REMOVE PIPE CULVERTS (LF)			LF	287	\$20.00	\$ 5,740.00	287.00	0.00	0.00	287.00	100.00%	\$0.00	\$5,740.00	0.00
2106.507	STRUCTURAL FILL (CV) (P)			CY	400	\$65.35	\$ 26,140.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	400.00
2106.507	COMMON EXCAVATION (EV) (P)			CY	145847	\$14.99	\$ 2,186,246.53	133969.95	0.00	0.00	133969.95	91.86%	\$0.00	\$2,008,209.55	11877.05
2106.507	COMMON EMBANKMENT(CV) (P)			CY	195685	\$3.07	\$ 600,752.95	174548.00	0.00	0.00	174548.00	89.20%	\$0.00	\$535,862.36	21137.00
2108.5	GEOSYNTHETIC CONSTRUCTION MATERIALS (GEOGRID) (SY)			SY	533	\$6.00	\$ 3,198.00	533.00	0.00	0.00	533.00	100.00%	\$0.00	\$3,198.00	0.00
2118.509	AGGREGATE SURFACING, CLASS 5 MOD (CV)			TON	17842	\$22.40	\$ 399,660.80	17842.00	0.00	0.00	17842.00	100.00%	\$0.00	\$399,660.80	0.00
2104.503	SALVAGE AGGREGATE (CV)			CY	1800	\$14.73	\$ 26,514.00	1800.00	0.00	0.00	1800.00	100.00%	\$0.00	\$26,514.00	0.00
2451.507	GRANULAR BEDDING (CV)			CY	819.5	\$45.05	\$ 36,918.48	819.50	0.00	0.00	819.50	100.00%	\$0.00	\$36,918.48	0.00
2452.5	PILING - H-Pile (LF)			LF	4070	\$75.00	\$ 305,250.00	0.00	2,375.00	0.00	2375.00	58.35%	\$178,125.00	\$178,125.00	1695.00
2452.501	PILING - H-Test Pile 60 feet long and Pile Analysis (EA)			EA	3	\$3,000.00	\$ 9,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	3.00
2461.502	EAST INLET STRUCTURE (LS)			EA	1	\$1,750,000.00	\$ 1,750,000.00	0.00	0.075	0.00	0.08	7.50%	\$131,250.00	\$131,250.00	0.93
2461.503	TRIPLE 19'-10" SPAN 7'-8"ALUMINUM BOX CULVERT 49.5 ft long WITH WINGWALLS (LS)			EA	1	\$456,400.00	\$ 456,400.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$456,400.00	0.00
2501.536	36" CORRUGATED ALUMINIZED STEEL PIPE CULVERT			LF	80	\$97.95	\$ 7,836.00	80.00	0.00	0.00	80.00	100.00%	\$0.00	\$7,836.00	0.00
2501.548	48" CORRUGATED ALUMINIZED STEEL PIPE CULVERT			LF	494	\$154.20	\$ 76,174.80	494.00	0.00	0.00	494.00	100.00%	\$0.00	\$76,174.80	0.00
2501.636	36" CORRUGATED ALUMINIZED STEEL PIPE APRON			EA	1	\$964.00	\$ 964.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$964.00	0.00
2501.648	48" CORRUGATED ALUMINIZED STEEL PIPE APRON			EA	13	\$1,405.00	\$ 18,265.00	13.00	0.00	0.00	13.00	100.00%	\$0.00	\$18,265.00	0.00
2501.748	FLAP GATE (48 inch)			EA	1	\$9,700.00	\$ 9,700.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$9,700.00	0.00
2501.736	SCREW GATE (36 inch)			EA	1	\$4,550.00	\$ 4,550.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$4,550.00	0.00
2501.996	SLIDE GATE 96"x72"			EA	8	\$30,000.00	\$ 240,000.00	4.00	0.00	0.00	4.00	50.00%	\$0.00	\$120,000.00	4.00
2511.513	RANDOM RIPRAP - CLASS 3			CY	334	\$110.20	\$ 36,806.80	66.00	0.00	0.00	66.00	19.76%	\$0.00	\$7,273.20	268.00
2511.514	RANDOM RIPRAP - CLASS 4			CY	1405	\$98.00	\$ 137,690.00	843.00	300.00	0.00	1143.00	81.35%	\$29,400.00	\$112,014.00	262.00
2573.502	DEWATERING			LS	1	\$50,000.00	\$ 50,000.00	0.50	0.00	0.00	0.50	50.00%	\$0.00	\$25,000.00	0.50
2573.503	DISK ANCHORING			ACRE	132	\$20.00	\$ 2,640.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$380.00	113.00
2573.504	WOOD FIBER AND BLANKET SYSTEM			LF	158	\$1.25	\$ 197.50	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	158.00
2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER			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	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$950.00	113.00
2574.507	FERTILIZER, TYPE 1 (50 lbs per acre)			POUND	6600	\$0.70	\$ 4,620.00	1400.00	0.00	0.00	1400.00	21.21%	\$0.00	\$980.00	5200.00
2575.501	SEEDING			ACRE	132	\$50.00	\$ 6,600.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$950.00	113.00
2575.502	MULCH MATERIAL TYPE 1 (2 tons per acre)			TON	264	\$105.00	\$ 27,720.00	38.00	0.00	0.00	38.00	14.39%	\$0.00	\$3,990.00	226.00
2575.504	TURF REINFORCEMENT MAT, CATEGORY 4			SY	4089	\$15.66	\$ 64,033.74	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	4089.00
2575.507	WEED CONTROL AND INVASIVE SPECIES PREVENTION			LS	1	\$10,000.00	\$ 10,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	1.00
2575.509	SEED MIXTURE, Mesic Inslope (65 lbs per acre)			POUND	8580	\$7.00	\$ 60,060.00	1250.00	0.00	0.00	1250.00	14.57%	\$0.00	\$8,750.00	7330.00

Ch.Order #1	AGGREGATE SURFACING, CLASS 5 MOD (CV)	TON	8635	\$22.90	\$ 197,741.50	6678.00	806.00			7484.00	86.67%	\$18,457.40	\$171,383.60	1151.00
Ch.Order #1	GEOSYNTHETIC CONSTRUCTION MATERIALS (GEOTEXTILE) (SY)	SY	41245	\$2.25	\$ 92,801.25	41245.00	0.00			41245.00	100.00%	\$0.00	\$92,801.25	0.00
Ch.Order #1	GRANULAR BEDDING (CV)	CY	1005	\$45.05	\$ 45,275.25	1005.00	0.00			1005.00	100.00%	\$0.00	\$45,275.25	0.00
	SUBTOTAL OF PROJECT BID ITEMS				\$7,699,778.60							\$357,232.40	\$5,421,115.29	





January 19, 2026

Ms. Tracy Halstensgard, Administrator  
Roseau River Watershed District  
714 6<sup>th</sup> Street SW  
Roseau, MN 56751

<delivered via email>

**RE: Proposal – Roseau Lake – Phase 5 – Construction Services**

Dear Ms. Halstensgard,

HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for Task Order #5 - **Phase 5 Construction Services**. Future project tasks and services are required for future phases of the Roseau Lake Project which are anticipated to be included under additional task orders.

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

Sincerely,

**HDR Engineering, Inc.**

Nathan Dalager, P.E.  
Project Manager

Keith Quernemoen  
Sr. Vice President

Encl: Proposal, Task Order #5  
HDR Engineering, Inc. Terms and Conditions for Professional Services  
Budget Spreadsheet

## Project Understanding and Scope of Services

The Roseau River Watershed District (RRWD) is constructing the Roseau Lake project. This scope of work includes tasks and deliverables deemed necessary to complete the construction administration for **Phase 5** of the project, which includes the following components:

- North River Embankment - West

These tasks include the following:

1. Project Management & Ongoing Project Coordination
2. Construction Services and Inspections
3. As-Built Survey & Plans

## Proposed Action Description

The proposed Roseau Lake Rehabilitation Project consists of construction management throughout **Phase 5** construction. The final engineering and design phase is complete, and construction is the next and final component of this project. The RRWD Board of Managers has directed HDR to perform construction administration for the **Phase 5** portion of the project.

## Proposed Project Team

The project team will consist of HDR staff that has experience in construction engineering and documentation in addition to well established relationships with agency experts. The team may consist of the following staff:

Role	Staff
Client/Project Manager	Nate Dalager, PE
Sr. Water Resources Engineer	Glen Krogman, PE
Design Technician / Inspector	Randy Knott
Environmental Scientist	Torin McCormack
CAD	Matt Angel
Geotechnical Engineer	Kerrie Berg, PE

## Scope of Services

### 1.0 Project Management & Coordination

This task consists of the overall management of the project, project communication, coordination of meetings, and contacting of Project partners.

- 1.1 Project Management & Administration.** Monitor and control the Project budget, scope of work, and schedule; management of the Project goals and objectives; management and coordination of resources including staff scheduling and invoicing.
- 1.2 Coordination and Meetings.** Schedule, review, prepare, participate, and help conduct coordination meetings amongst partners. Significant collaboration will occur with RRWD and Contractor including construction coordination meetings.
- 1.3 Assist the Owner with Bid Activities.** HDR will assist the owner with bid opening activities such as attending the bid opening, initial screening of bids, bid evaluation, and recommendation of award.

- 1.4 Pay Estimates.** HDR will develop and review monthly progress payments to the Contractor for the RRWD.
- 1.5 Development of Additional Phase Packages.** HDR will assist RRWD in developing future construction phase bid packages.

**DELIVERABLES:**

- Monthly invoices for each individual task and coordination with RRWD Administrator.
- Recommendation of construction contract Award to the Owner.
- Draft construction contract provided to Owner.
- Attendance at RRWD Board meetings, presentations, and updates to the Board.
- Document Project completion and quantities.
- Prepare and review monthly contractor progress payments.
- Facilitate/attend/document weekly project status meetings.
- Ongoing Project coordination over the next 12 months.
- Development of additional Phased bid packages.

**ASSUMPTIONS:**

- Duration of the task is January 2026 thru October 2027.
- HDR will provide a construction update at each monthly RRWD Board meeting. The board meetings will be held in Northwest Minnesota and be attended by 1 HDR staff person.
- Project meetings will be held for the scheduled project duration and include, at a minimum, one HDR, Watershed, and Contractor staff.
  - 1 on-site project meeting is assumed per week while construction activity is occurring. If construction activity is not occurring but there are items requiring coordination, a conference call will be set up.
  - Weekly 0.5 hour long coordination meetings are assumed for the scheduled duration of the project.
- HDR will prepare a recommended construction contract. Final approval and contract award/proceed will be the responsibility and authority of the RRWD.
- HDR will prepare monthly progress payments to the contractor while work is actively occurring. Labor estimate is based on preparing up to 8 progress payments.
  - Progress payments will be cross-checked with HDR construction diaries with RRWD providing final approval.

## 2.0 Construction Services and Inspections

This task includes the overall management of the construction for the **Roseau Lake Rehabilitation Construction - Phase 5 Project** which includes the North River Embankment - West.

### 2.1 Document Pre-Construction Site Conditions

Conduct a pre-construction site surface condition visual assessment of existing features reasonably expected to be impacted by either indirect construction operations or direct construction of design features/elements and provide photo documentation of the pre-construction condition of the project site and surroundings.

### 2.2 Shop Drawings and RFI Administration

HDR will review and execute Contractor submitted shop drawings. HDR will review and provide responses to the Owner for Contractor submitted requests for information (RFI's).

### 2.3 Construction Inspection

HDR will perform daily inspection and overview of the Project construction while the Contractor is active and on site. Field observation forms and photographs will be documented and filed. Project completion status and quantities will be documented corresponding to dates on site.

### 2.4 Substantial Completion, Final Completion, and Project Close-out

Work with the Contractor and Owner to confirm the work is substantially complete and ready for use by the Owner. Confirm that closeout documents are submitted in accordance with the contract requirements.

#### *DELIVERABLES:*

- Photographic documentation of existing site conditions. (electronic only)
- Field observation forms. (electronic only)

#### *ASSUMPTIONS:*

- HDR will have primarily an inspection role with RRWD staff assisting.
- HDR will provide recommendations to the Owner and all disputes and final decisions will be resolved by the Owner.
- 8 hours per day for 70 working days of construction inspection is assumed for the scheduled duration of the project while the Contractor is active and onsite.
- 20 submittals are assumed requiring review, comment, and distribution by HDR. Budget assumes less than 5 resubmittals (if any).
- 4 RFI's are assumed to be addressed by HDR.

## 3.0 As-Built Survey & Plans

This task includes processing construction survey data, updating the plan drawings, and providing an as-built construction plan.

### 3.1 Survey

HDR will perform survey of the completed Project. This will include cross-sections of the embankments, ditches, structures, and culverts.

### 3.2 Preparation of As-Built Plans

HDR will update the final plans with the as-built survey data.

#### *DELIVERABLES:*

- As-built survey points.
- One electronic (PDF) of the as-built construction plans with approximately 40 sheets.
- 2 printed copies of the as-built construction plans. (11x17 sheet size)

#### *ASSUMPTIONS:*

- Two HDR employees will survey for two, 8-hour days (32 hours) to document the completed project.
- 40 sheets are assumed to require update for the as-built plans requiring 1 hours of update per sheet.

## Schedule

The construction dates and key milestones are outlined as summarized below. These dates are subject to change due to weather and unforeseen delays in construction, which may also require scope and fee changes.

**Begin Construction:** February 1, 2026

**Final Completion:** October 15, 2027

## Cost Estimate

The fee estimate for the completion of **Phase 5 is \$233,780**, as outlined in the attached breakdown of tasks, hours, and expenses through October 2027. It is anticipated that the Contractor may finish final completion by that time. This work will be performed on a time and materials not-to-exceed basis. Our estimated costs are based upon our local experience and understanding of the scope of work and assumptions listed. Should the scope of work be modified including unforeseen delays in construction (or extend into 2028), it may be necessary to review scope changes and our cost estimate.



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 at 218.681.6100.

Regards,  
HDR Engineering, Inc.



Nathan Dalager, PE  
Project Manager/Engineer



Keith Quernemoen  
Sr. Vice President / MN-WI Professional Services  
Manager

**NOTICE TO PROCEED**

Owner: **Roseau River Watershed District**

Consultant: **HDR Engineering, Inc.**

By: \_\_\_\_\_

By: 

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

Name: Keith Quernemoen

Title: \_\_\_\_\_

Title: Sr. Vice President / MN-WI Professional  
Services Manager



Task No.		Task/Title												Hours		Labor Fee	
				Dalager	Huwe	Angel	Knott	Berg	Nelson	Jungers	Brenton	McCormack	Krogman				
Hourly Rates		\$ 265	\$ 200	\$ 125	\$ 180	\$ 180	\$ 210	\$ -	\$ -	\$ 190	\$ 260	\$ -					
1	Project Management	84	40	16	72	12	4	8	8	40	64	0	348	\$ 72,460.00			
2	Construction Inspection	4	16	0	312	40	0	0	0	288	16	0	676	\$ 126,500.00			
3	As-Built Survey and Plans	4	8	32	40	0	0	0	0	0	8	0	92	\$ 15,940.00			
Totals		92	64	48	424	52	4	8	8	328	88	0	1116	\$ 214,900.00			
HDR Labor Subtotal													\$	214,900			
Mileage (\$0.75/mile)													\$	12,000			
GPS Equipment Rental (\$350/day)													\$	6,300			
Printing / Plotting													\$	580			
HDR Direct Expenses Subtotal													\$	18,880			
Total Fee													\$	233,780			

# HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

## 1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, 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.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

## 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. 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 loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to 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.

## 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. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing 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.

## 7. SUCCESSORS AND ASSIGNS

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.

## 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, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating 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 prompt payments in response to ENGINEER's invoices.

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 of the 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, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

#### 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. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

#### 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.**

#### 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 engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

#### 19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to operate or maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

#### 20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

#### 21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

#### 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.

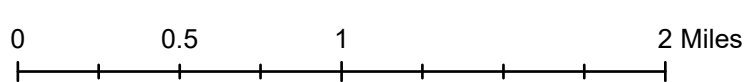
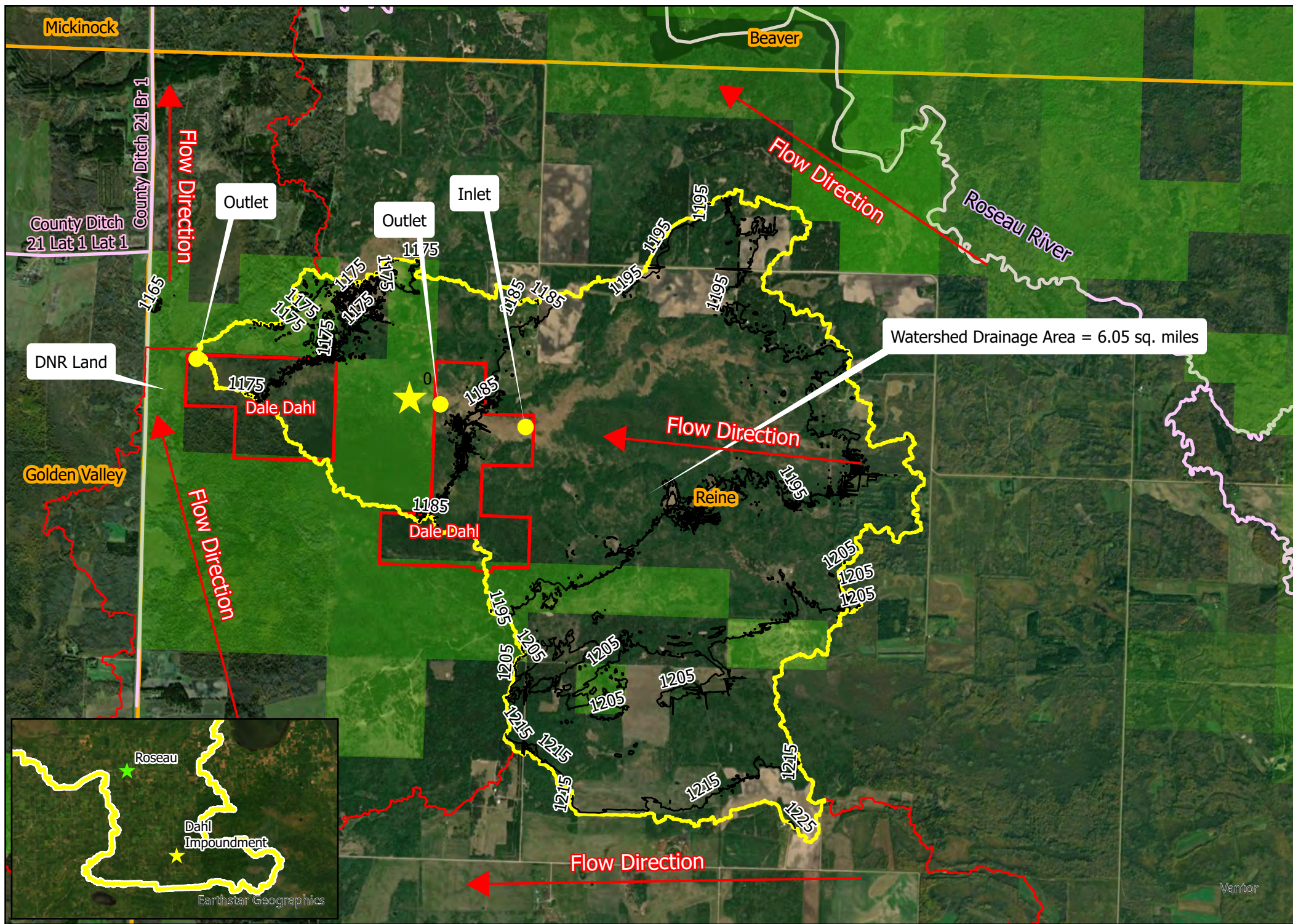
**24. EMPLOYEE IMMUNITY**

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:

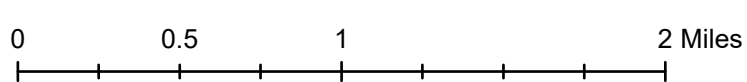
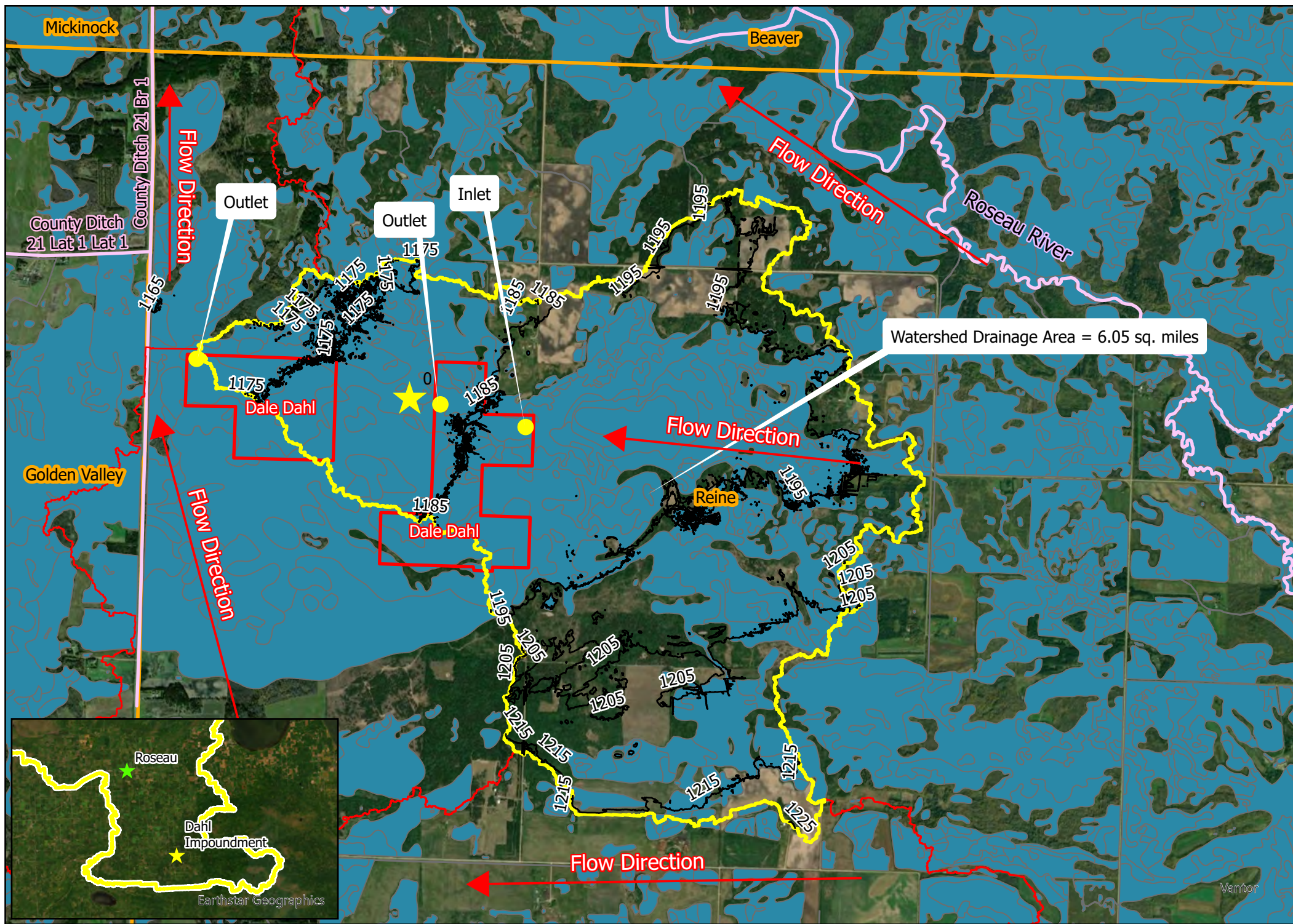
**THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability 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).















# Badger Creek

Engineer's Update  
January 2026

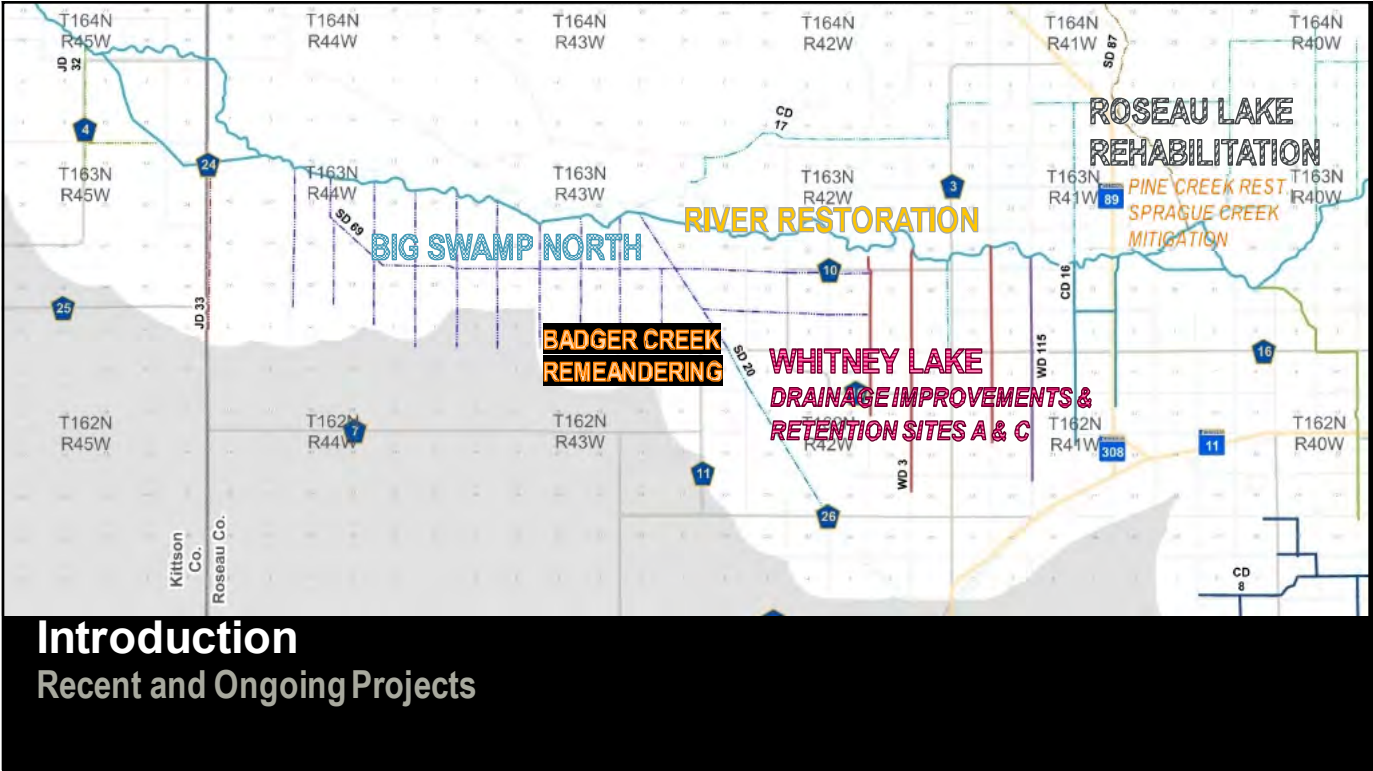


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1	Introduction – Project Setting	5	Recommendations
2	Purpose and Need		
3	Hydraulics		
4	Alternatives		

2



3

## Badger Creek “Remeandering”

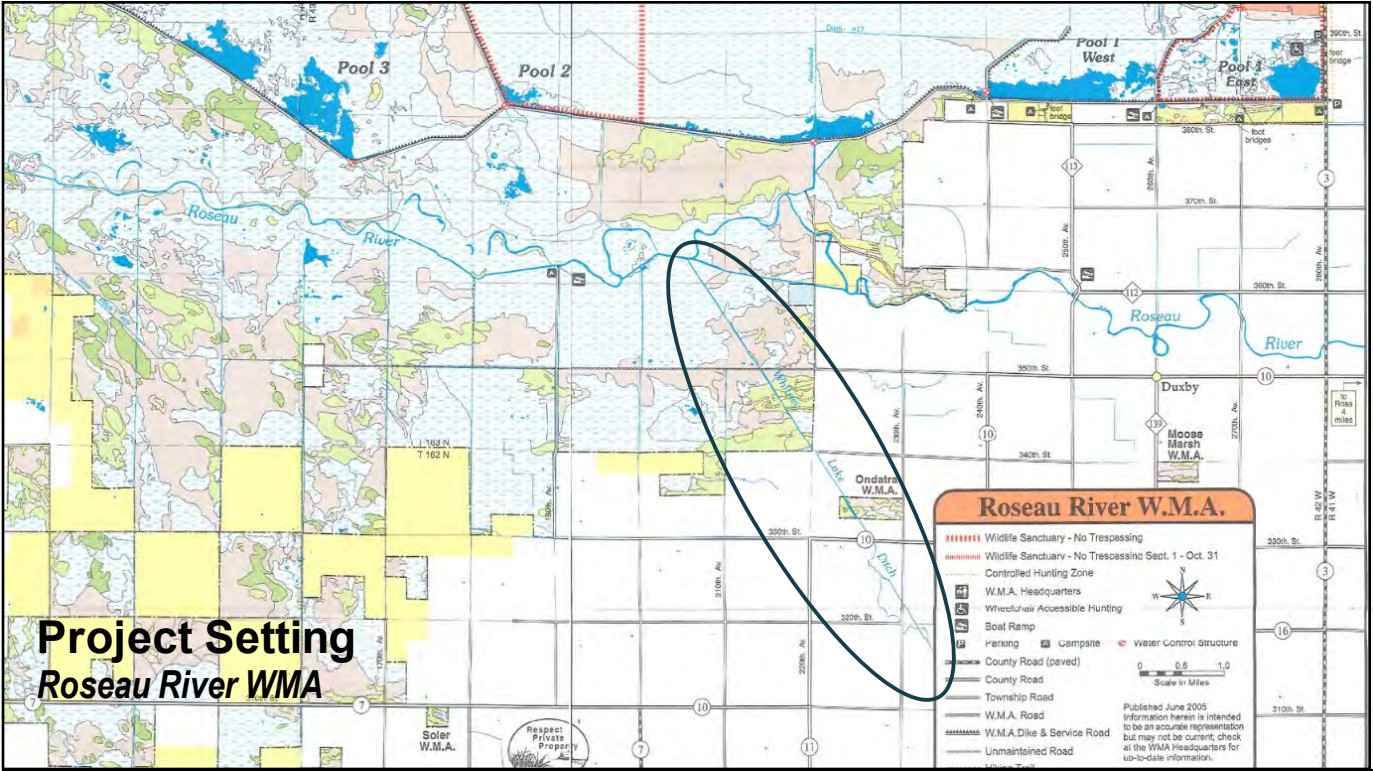
### PURPOSE AND NEED

- Convert man-made ditch to a fish and wildlife friendly stream channel with natural meanders
- Restoration of natural stream geomorphology with a reduction in sediment transportation
- Flood Damage Reduction for the surrounding areas
- Improving capacity and providing and appropriately sized outlet for site A with adequate access
- Reconnecting to the floodplain for flow events greater than the 2-year event
- Permittable with wetland impacts being addressed within the Big Swamp North Project
- Water quality improvement resulting from more sinuous flow path

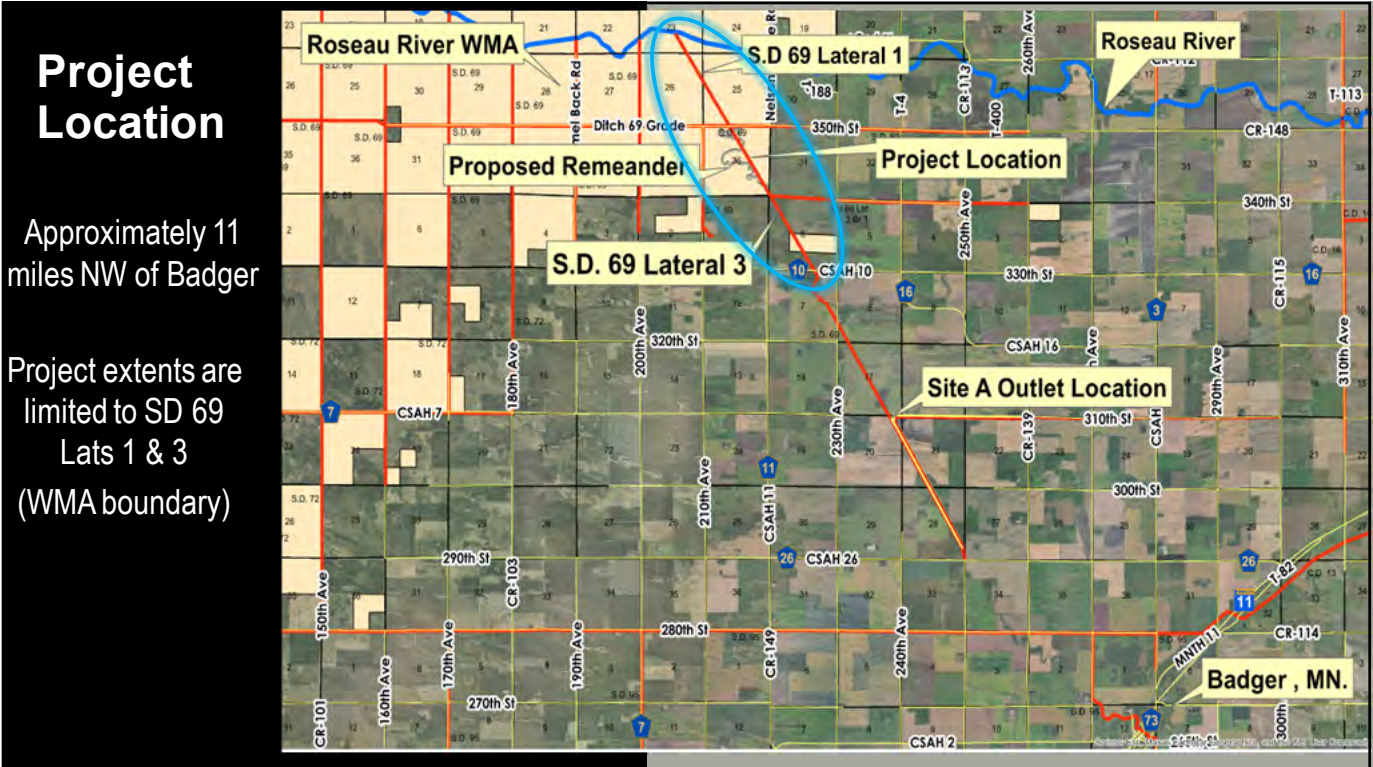
*This Project is Part of the Big Swamp North – Peatlands Restoration*

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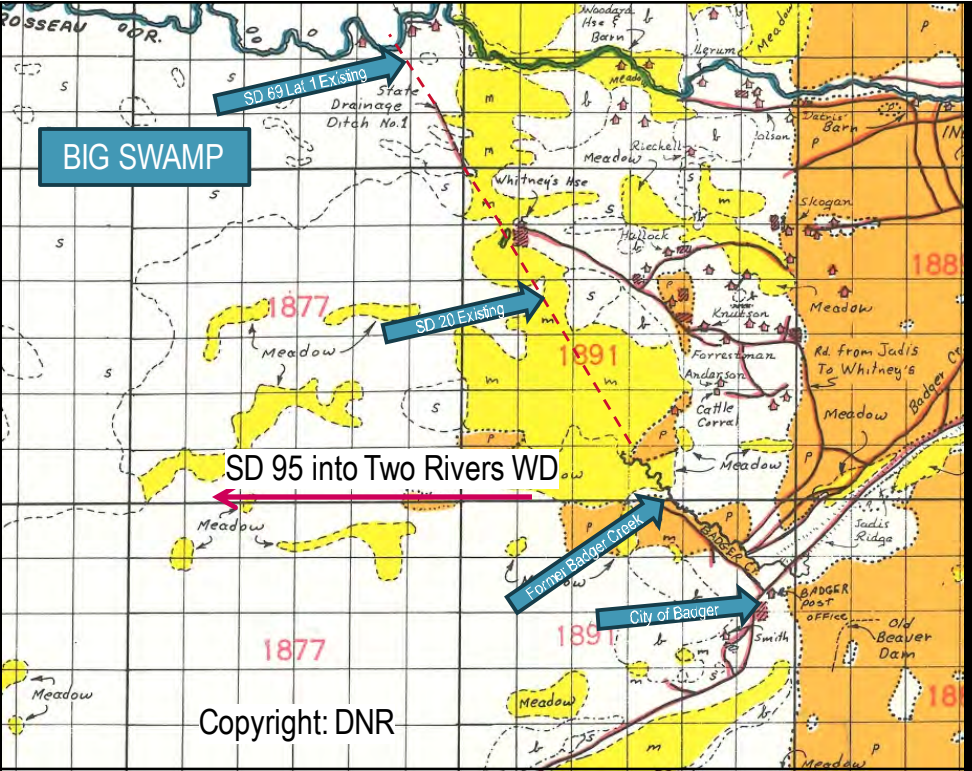


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Historical Context

- Original Badger Creek only visible for ~ 5 miles NW of Badger
- Flow then dispersed across the surface of “Big Swamp”
- The Existing alignment was established by the construction of Whitney Ditch
- Badger Creek was diverted into the Two Rivers Watershed
- Some remnant meanders of Badger Creek are visible on aerial photography
- Class E is most appropriate to replicate this creek (Ellefson and LeClaire)



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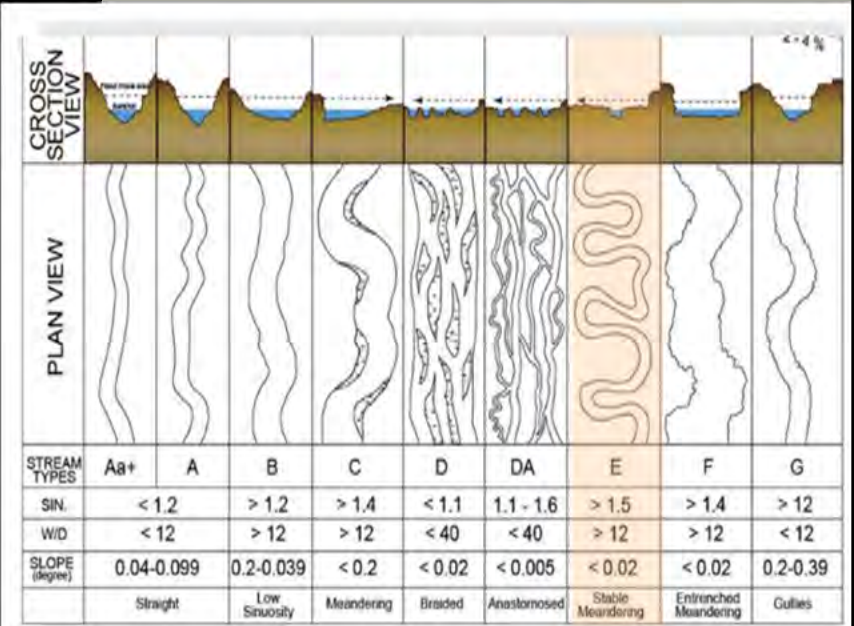
Remeandering Approach

Stream Class E

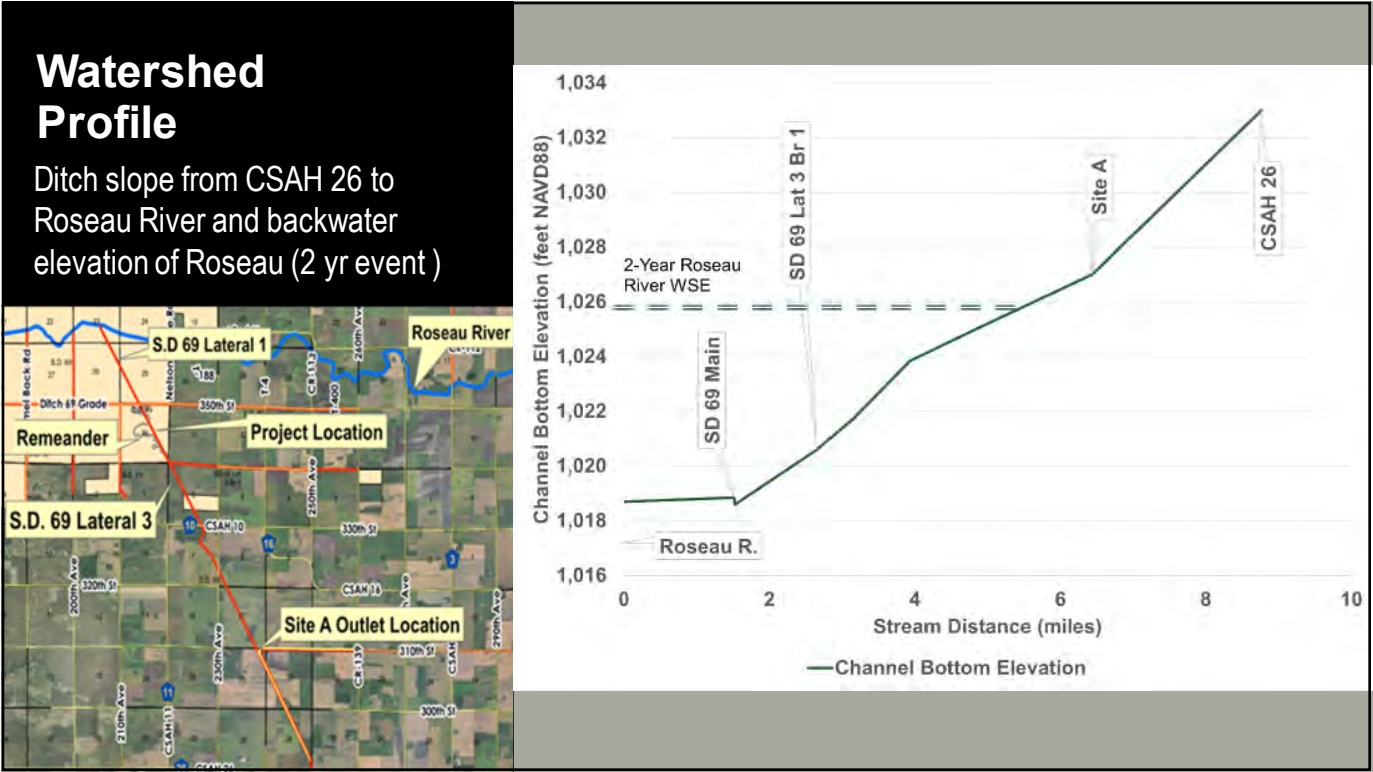
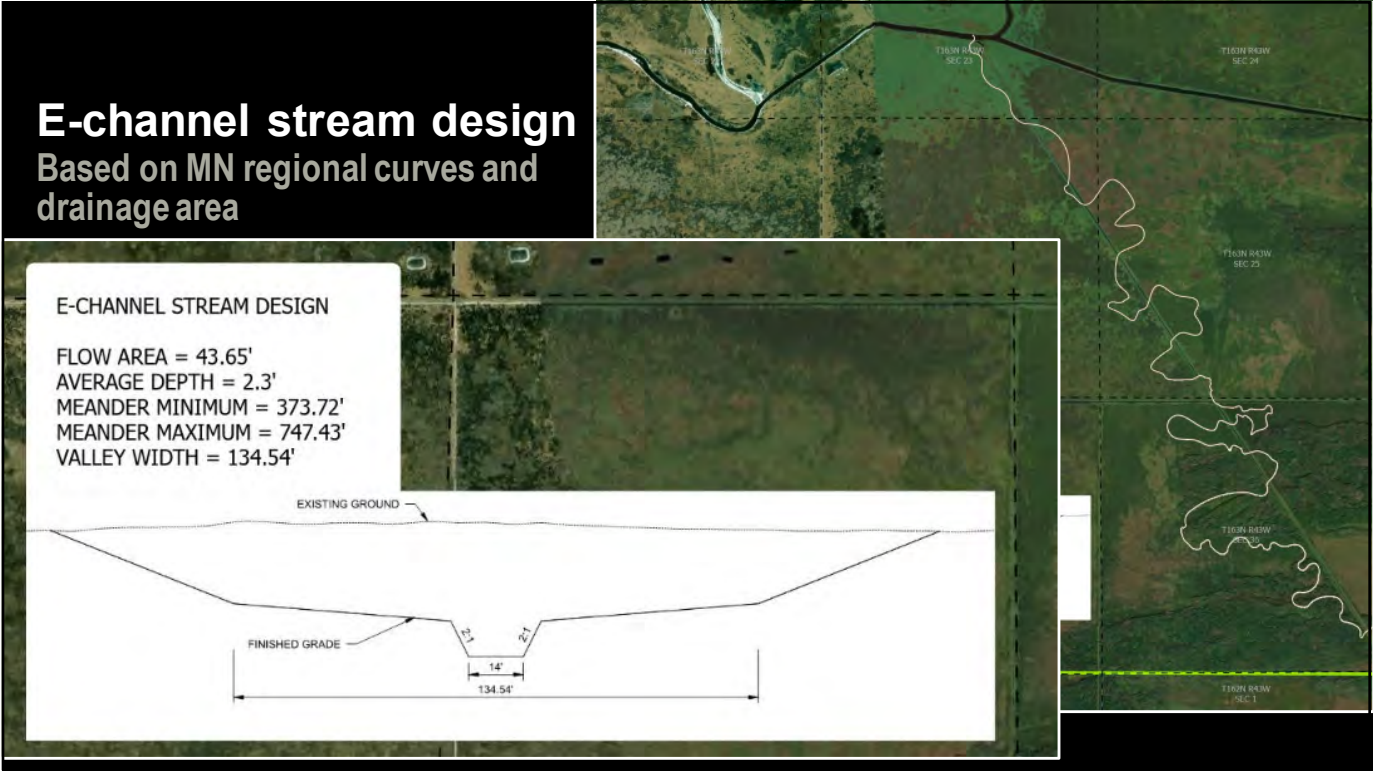
- low-gradient
- meandering
- fine-sediment channels
- well-developed floodplains
- stable vegetated banks

Factors considered:

- Construction Feasibility & Permittability
- Staying on public land (WMA)
- Drainage capacities needed
- Radius of curves
- Sinuosity of stream



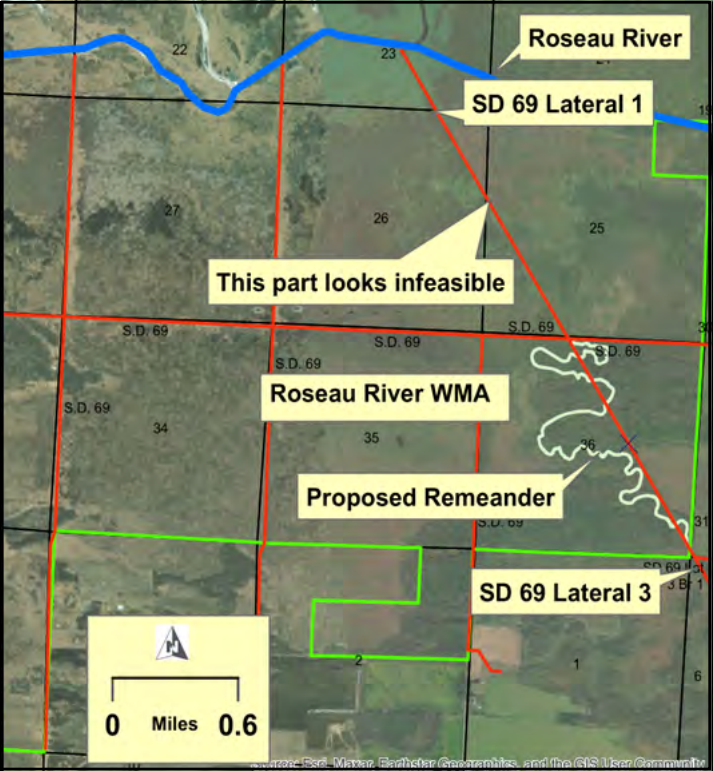
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## Lateral 1 Appears Infeasible

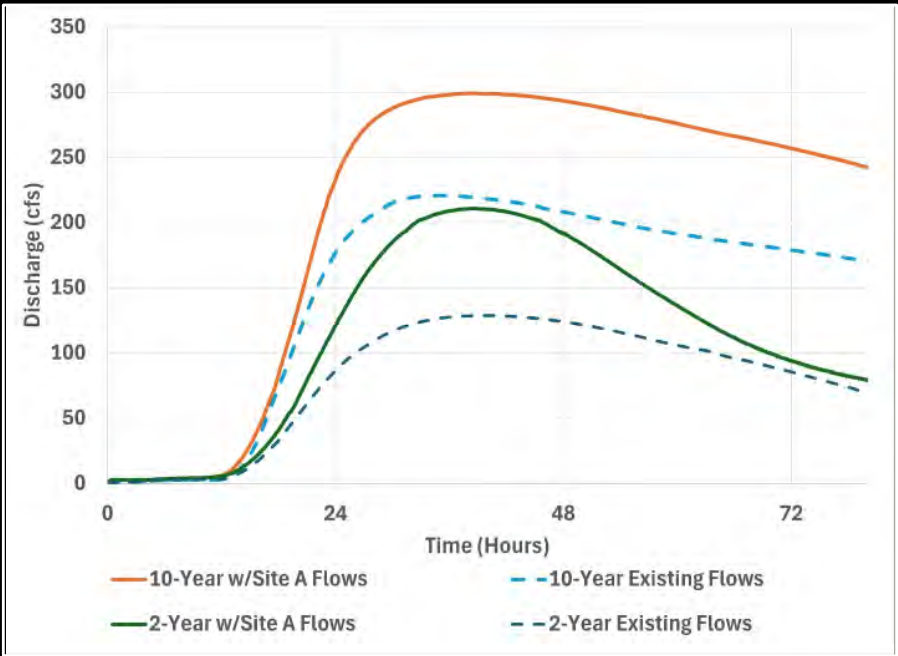
- Slope too flat for drainage and natural geomorphology
- Risk of creating sedimentation issue
- Backwater and floodplain of Roseau River
- Deeply incised channel means a large volume of excavation required to establish floodplain (up to 300,000 CY)



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## Hydraulics Potential for Improvement

- Existing Whitney Ditch has capacity for less than a 10-year, 24-hour event
- The downstream outlets, SD 69 Main and SD 69 Lat 1, cannot convey the peak of a 2-year, 24-hour

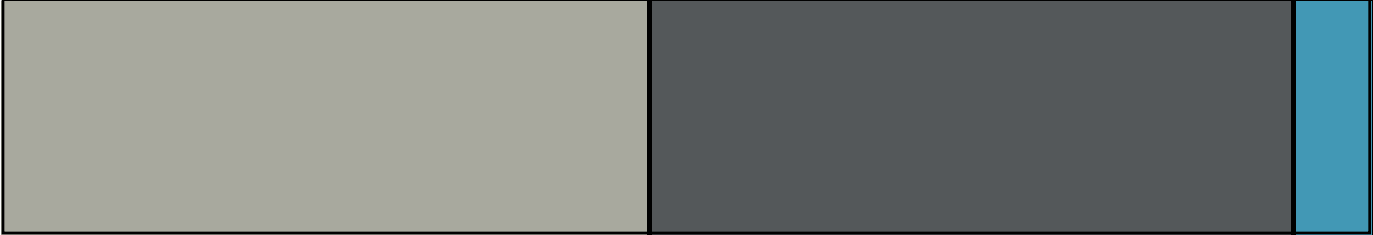


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# Hydraulics

## 2-Stage Design

- For a 10-year capacity channel, the high flow width needed is 50 feet:  
Existing channel = 100 cfs  
Added high flow area = 250 cfs
- The dimensions from the e-channel calculator would provide:  
Low flow channel = 50 cfs  
High flow area = 1,000 cfs



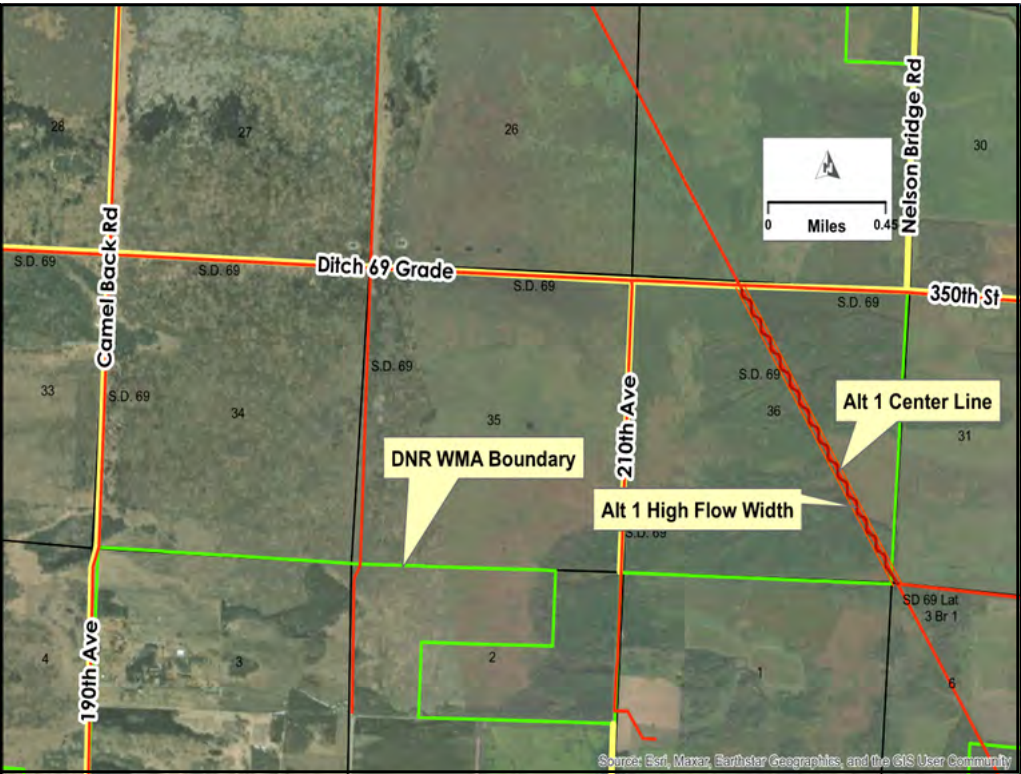
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# Alternative 1

Radius of curves from E channel design spreadsheet

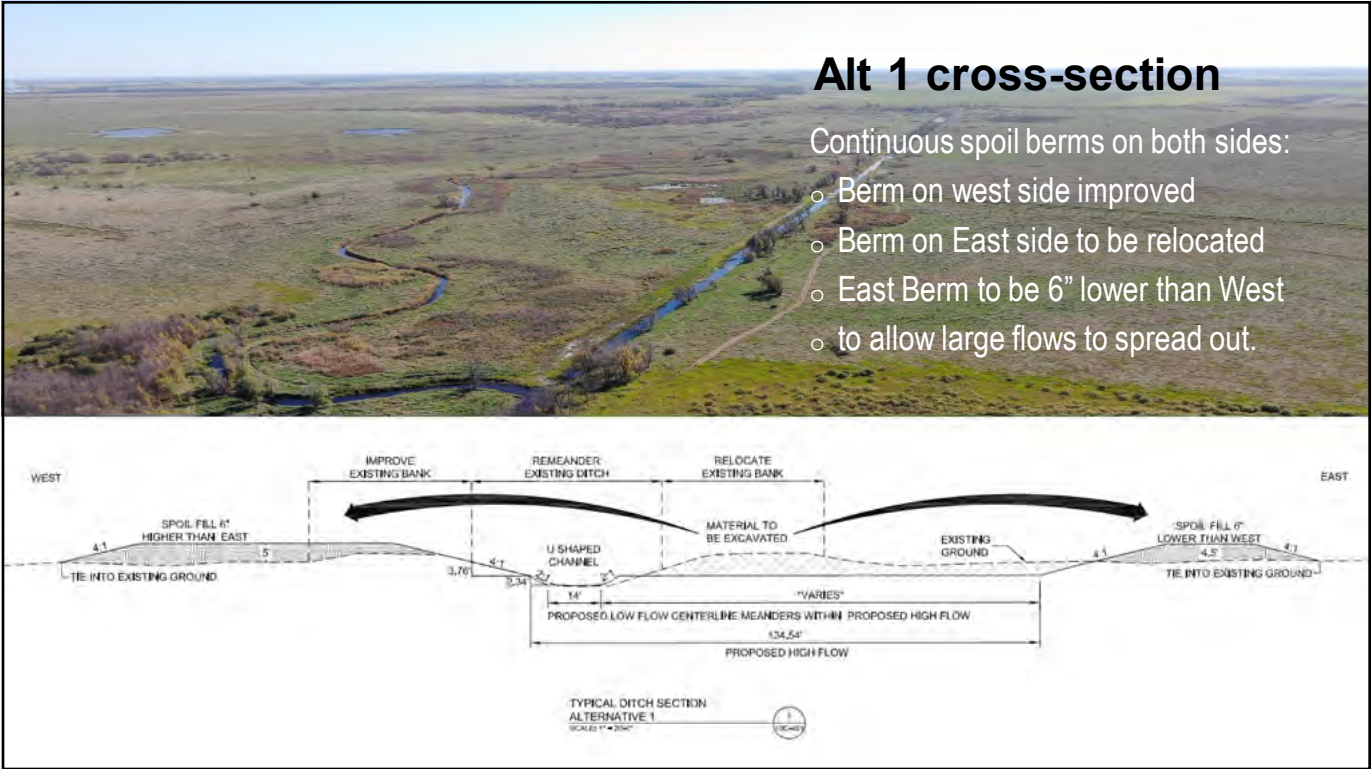
Low flow channel is 2.34' deep with cross sectional area of 43.7 square ft.

Spoil placed just outside channel , existing berm on west side to be improved and existing berm on east side to be relocated

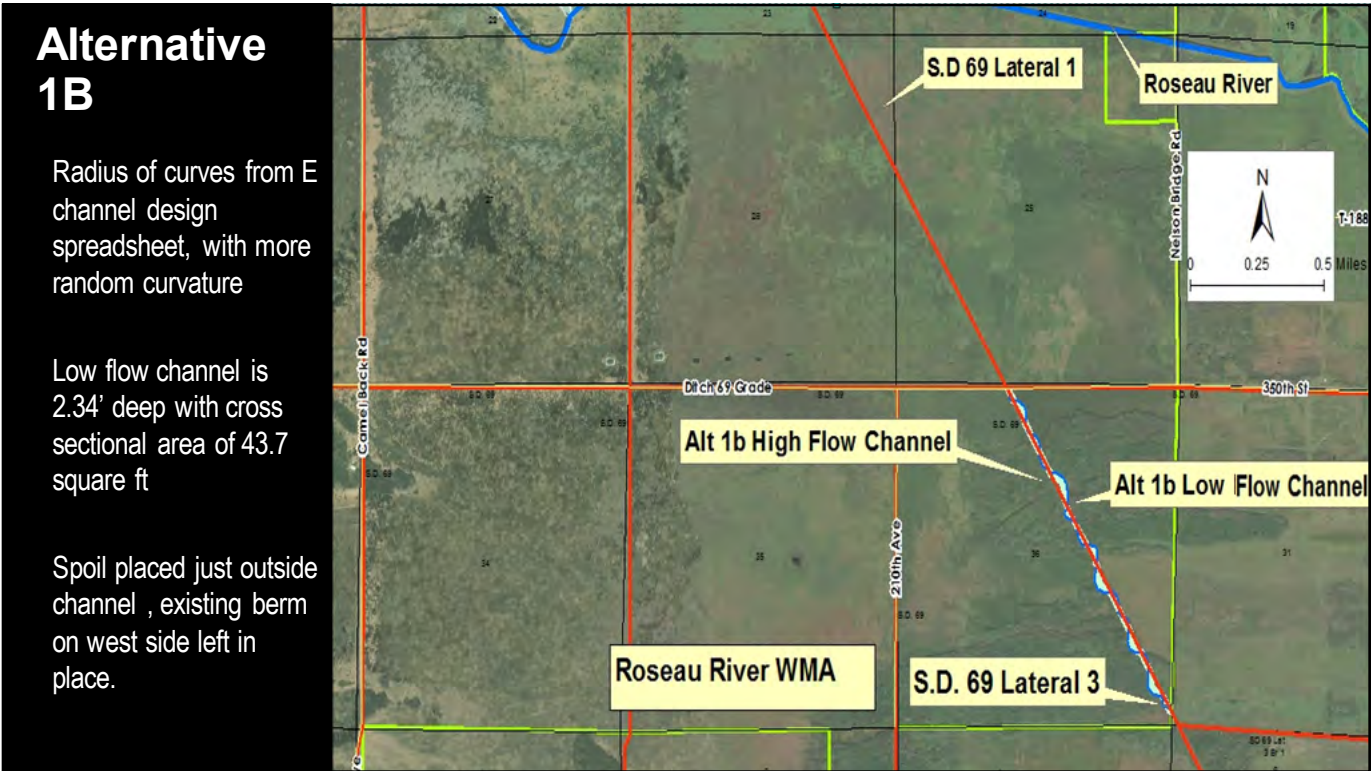


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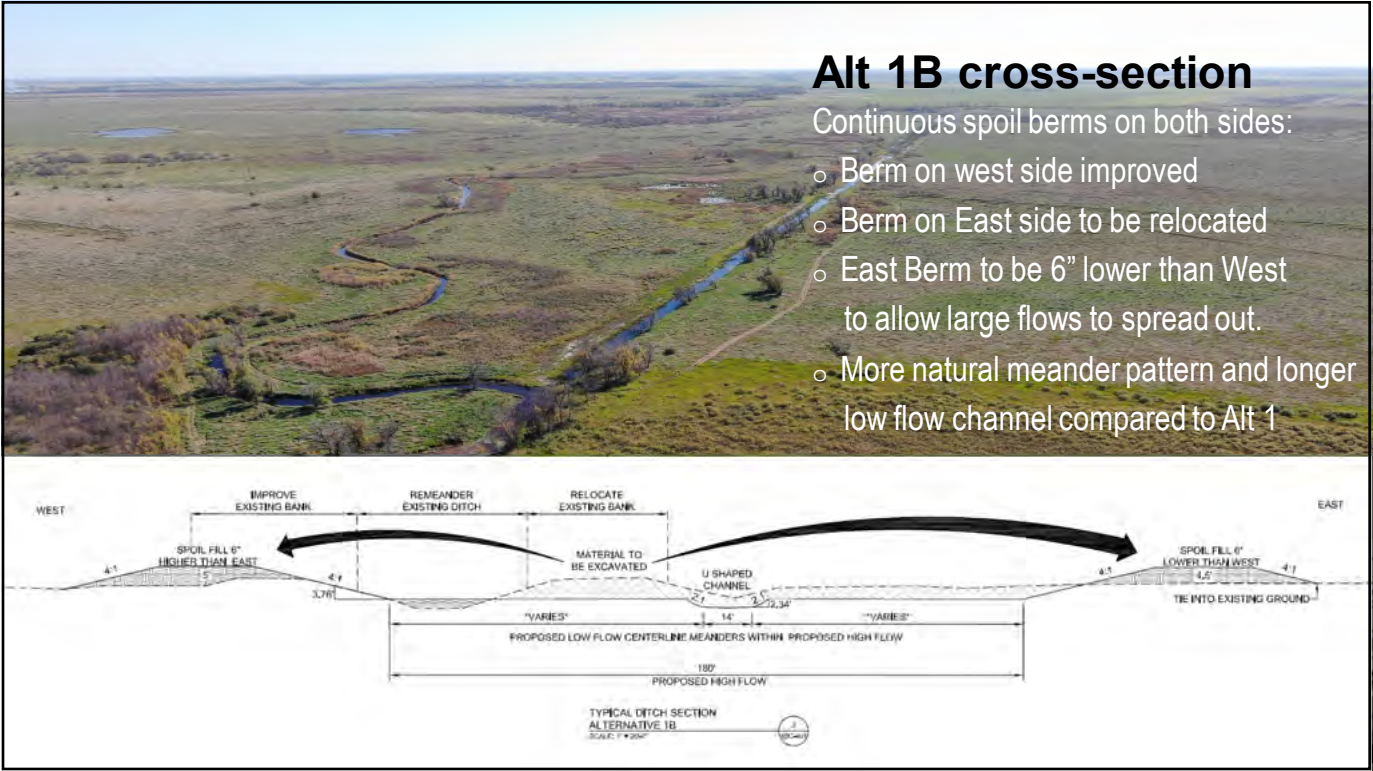


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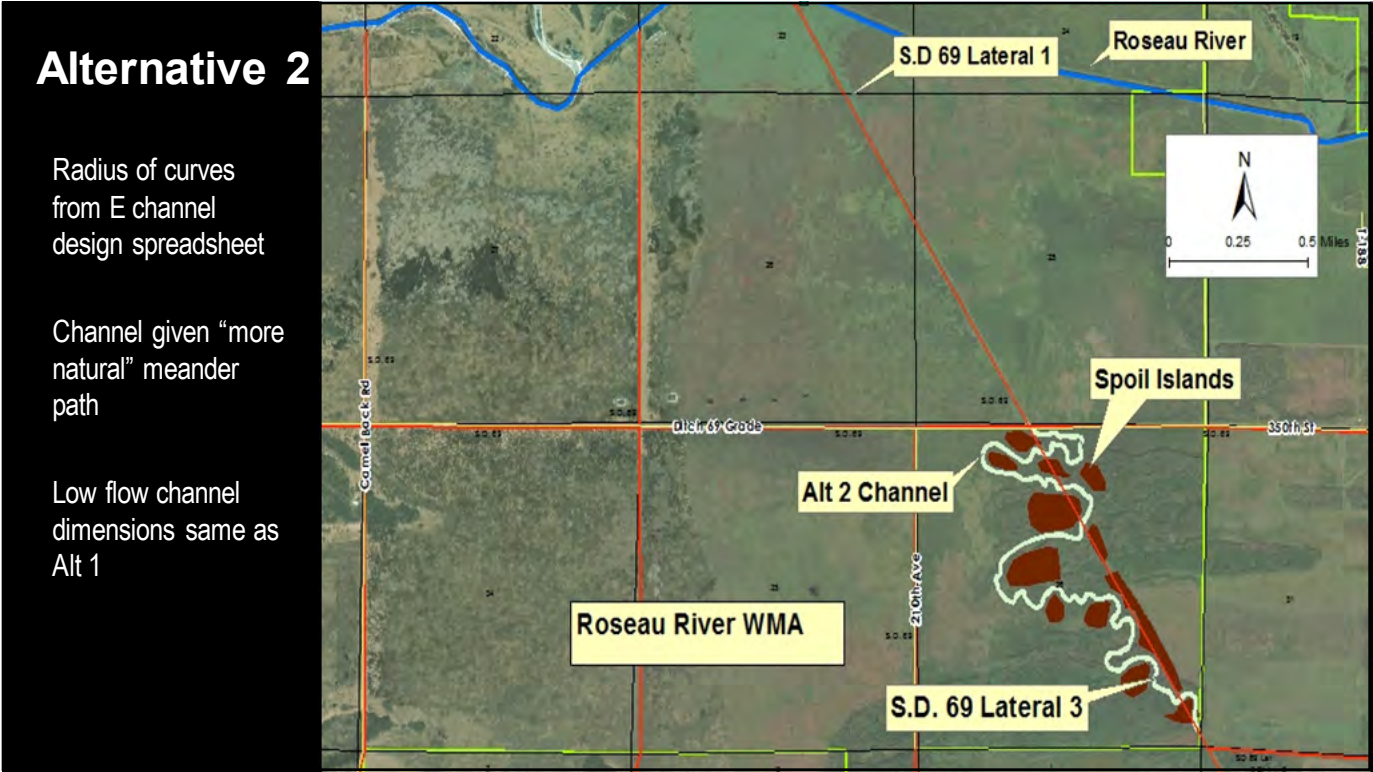


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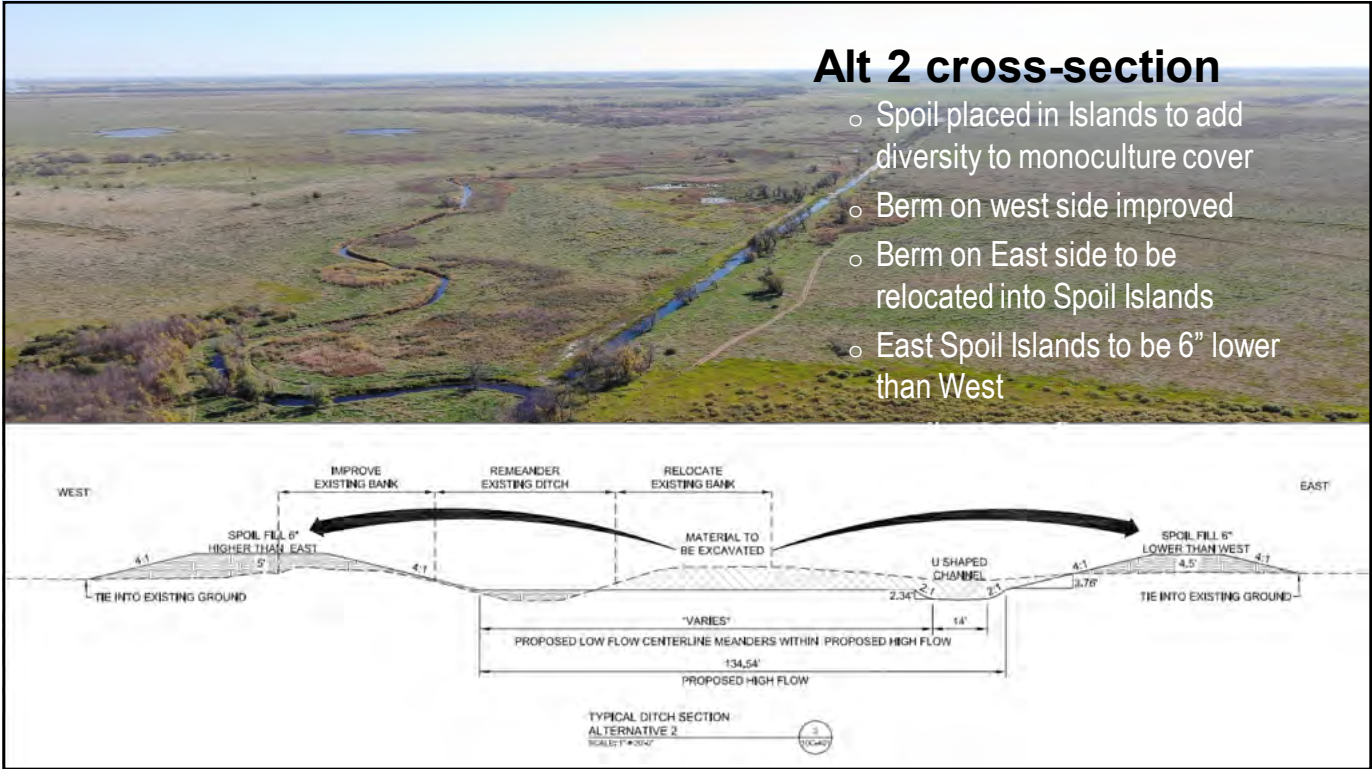




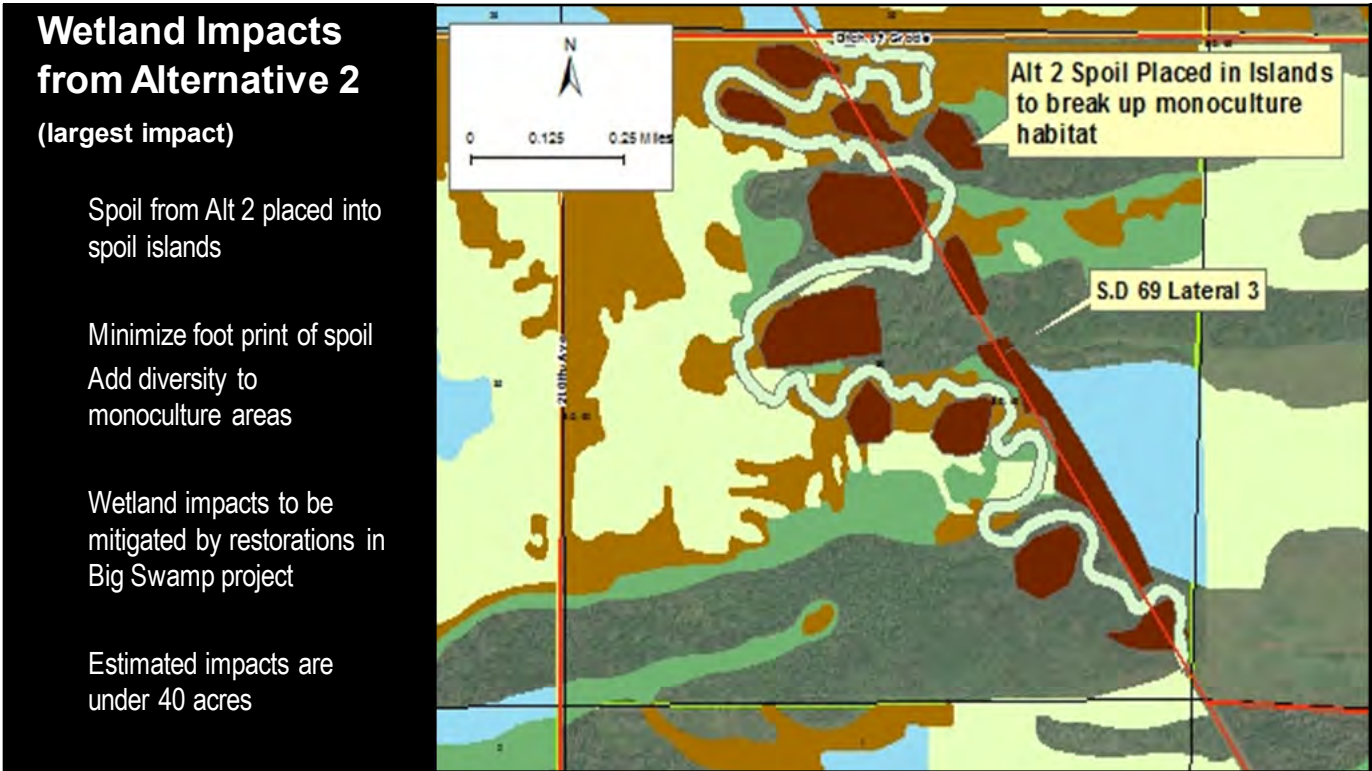
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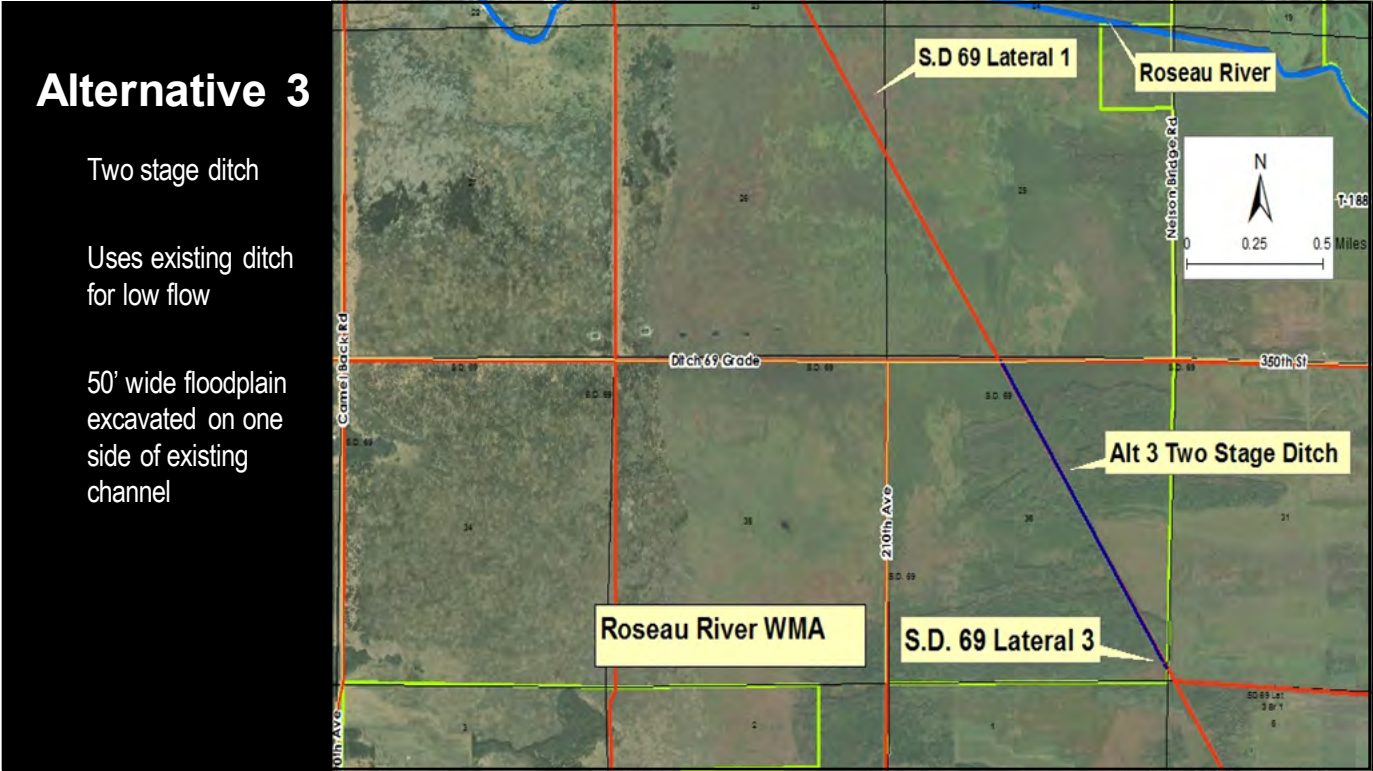


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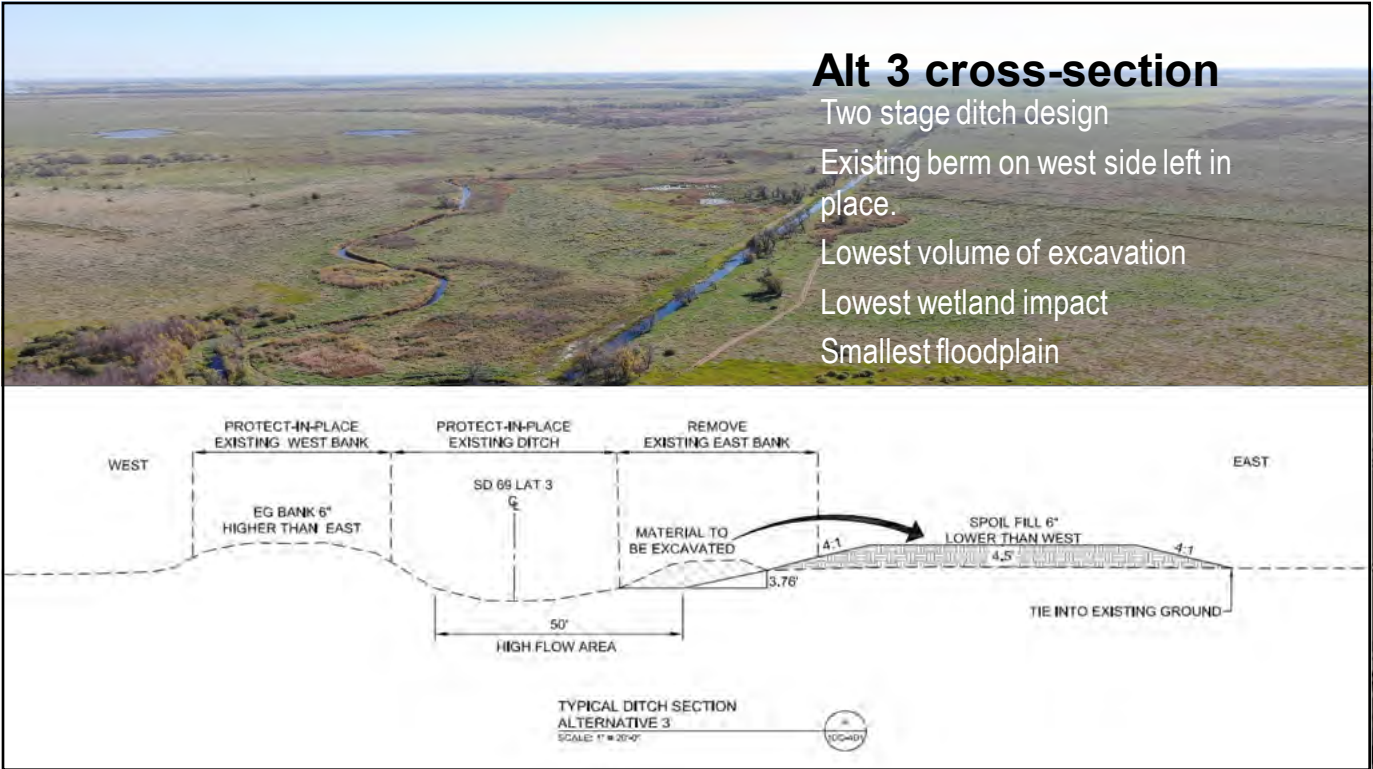


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Comparison of Alternatives					
ALTERNATIVE	STREAM LENGTH (FT)	FLOODPLAIN CREATED (AC)	WILDLIFE BENEFITS	WETLAND IMPACTS (SPOIL)	ESTIMATED COST (\$MILLIONS)
1	6,890	16	+	+	2 - 2.5
1B	6,952	21.8	+	+/-	2.5 - 3
2	18,677	47.7	++	-	6 - 7
3	6,124	4.8	+/-	+	0.5 – 1
NO BUILD	5,925	0	-	++	0

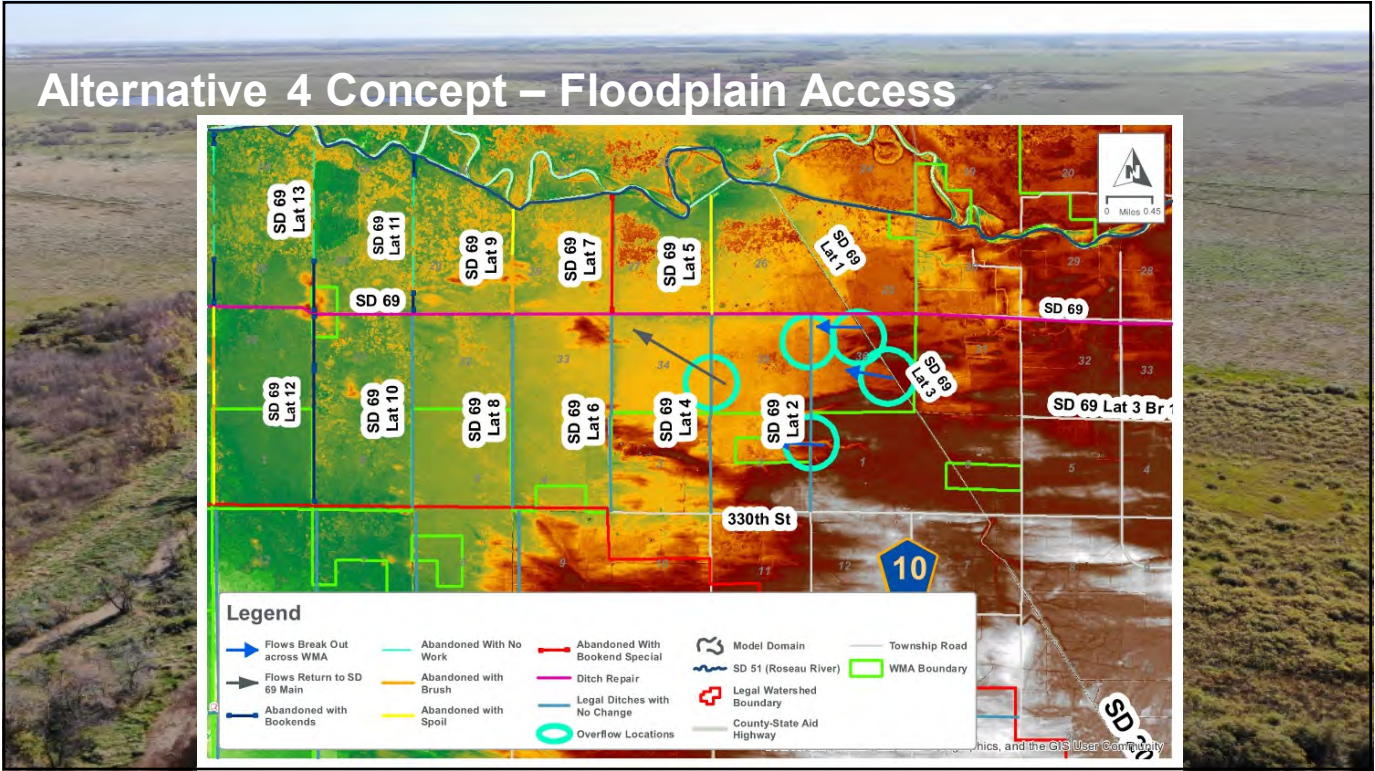
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### Conclusions

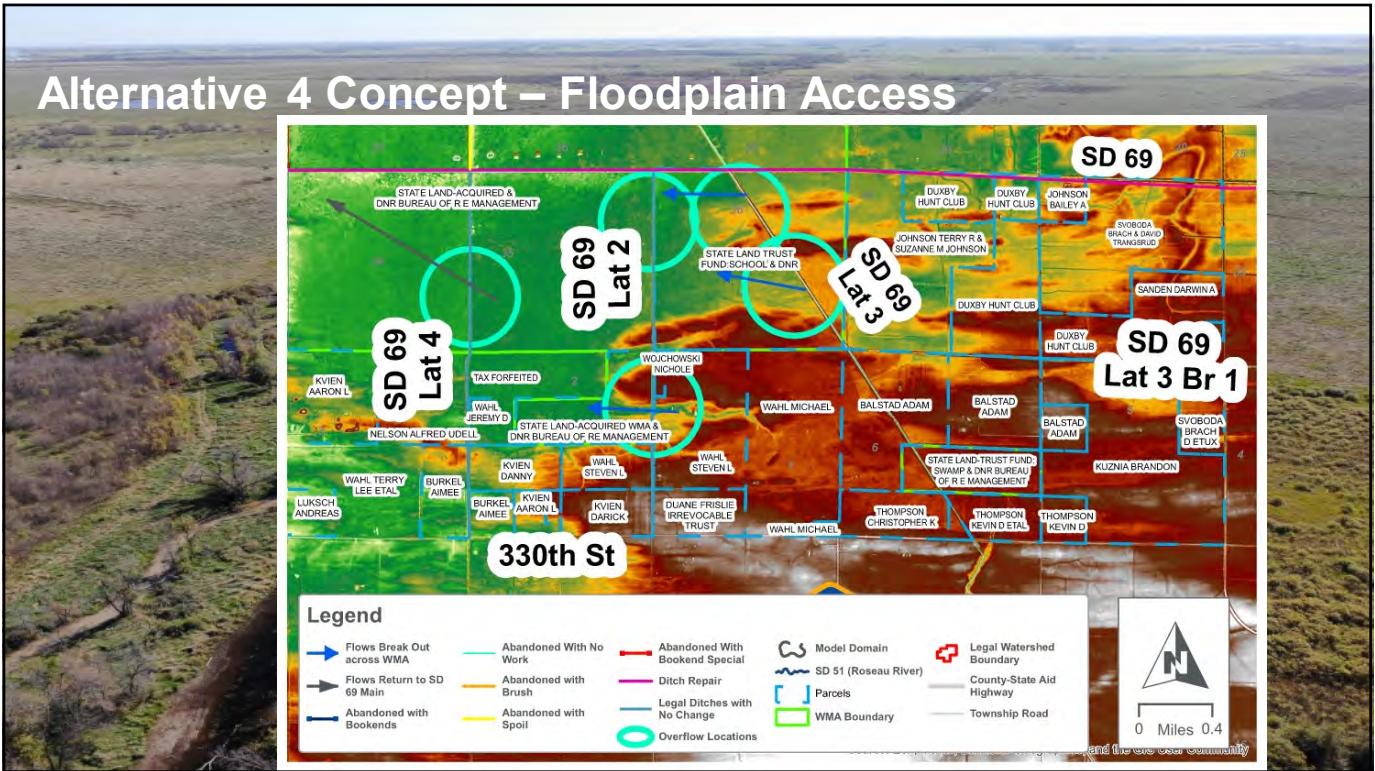
- The flat nature of the terrain, the remote and inaccessible site landscape, and wet soils are an expensive constraint.
- SD 69 Lateral 1 has limited drainage function unless the Roseau River is low.
- To improve the function of SD 69 / Badger Creek, the SD 69 Main should be improved significantly as an adequate outlet.
- The Project location within the WMA differs from the historical Badger Creek topography. This makes for a challenging remeandering Project with the current altered hydrologic conditions.

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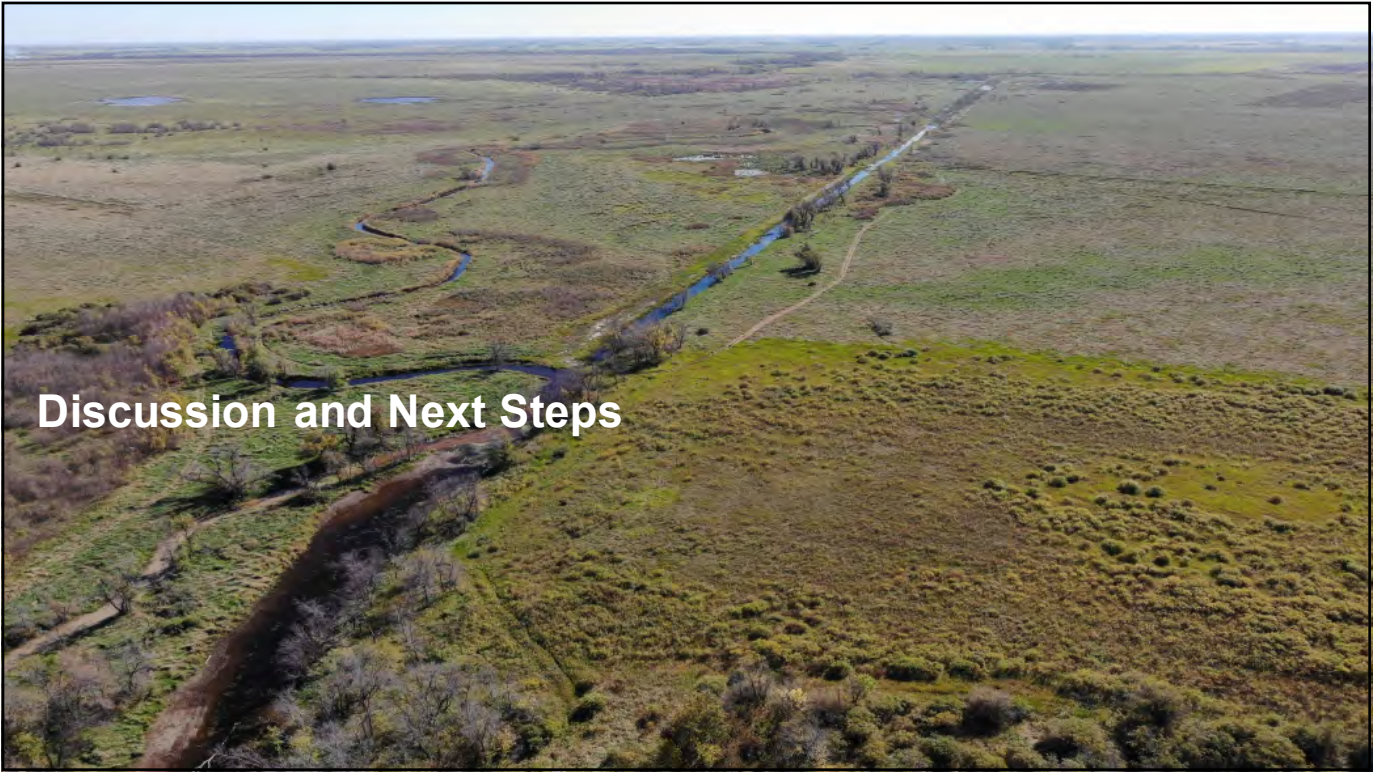


# Alternative 4 Considerations

- **Coordination With Stakeholders**
  - Private Landowners
  - Roseau County (Ditch Authority)
- **Need To Show And Provide Improved Drainage**
- **Need To Address Access and Repairs (Lateral 2 Private Landowner)**
- **Options – Create Spillways via Removed West Spoil**
- **Options – Create Spillways via Floodplain Culverts**
- **Data Needs – Survey, H&H Modeling, Further Coordination with Stakeholders**



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# Discussion and Next Steps

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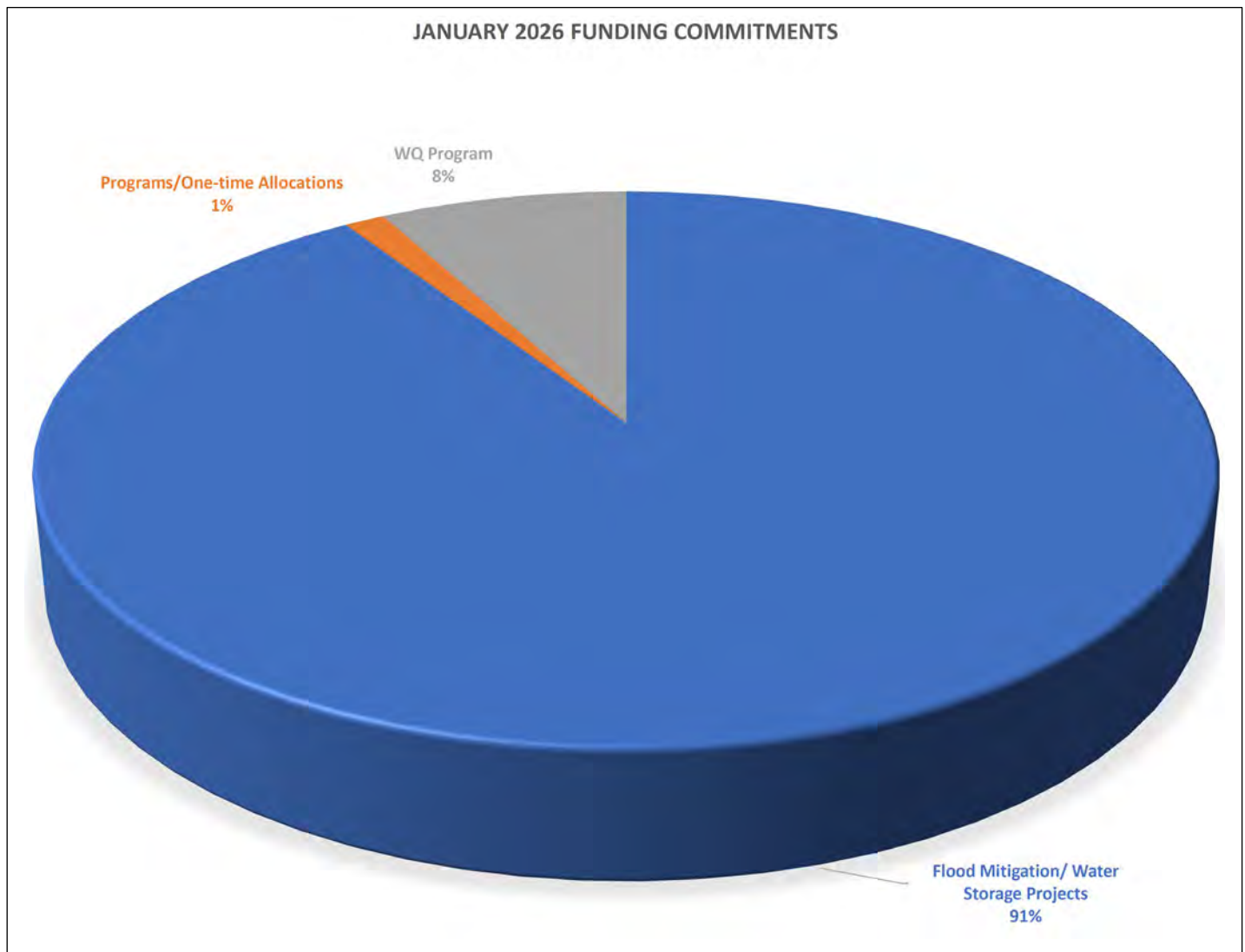
## *Meeting Highlights – January 20, 2026*

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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:

• <b>Flood Mitigation – Water Storage:</b>	<b>\$ 19,629,592.30</b>
• <b>Water Quality Program – Base Funding:</b>	<b>\$ 836,920.98</b>
• <b>Water Quality Program – Competitive Funding:</b>	<b>\$ 706,314.88</b>
• <b>Annually Funded Programs/One-time Allocations:</b>	<b>\$ 269,464.40</b>
<b><u>TOTAL Remaining Funding Commitments:</u></b>	<b><u>\$ 21,442,292.56</u></b>

Below is an illustration of current RRWMB funding commitments as of January 2026. Annual operating expenses are not included in funding commitments.



## 2. Elections and Annual Reorganization:

- A. Officer Elections:** The following Managers were re-elected for these officer positions: John Finney (President), Greg Holmvik (Vice-President), Jason Braaten (Treasurer), and LeRoy Ose (Secretary).
- B. Resolutions:** Annual resolutions were approved for the regular meeting date, time, and location; per diem and mileage rate; deposits and investments of funds; retaining legal counsel; conducting the annual audit, and authorization of the Technical Advisory Committee (TAC).
- C. Committees:** Internal and external committees were reviewed, with no changes being made.
- D. Annual Operations Plan (AOP):** Minor changes were approved to the AOP for 2026.
- E. Auto-pay Vendors:** The annual list of auto-pay vendors was approved for 2026.
- F. Annual Update of Cost-per-STar:** For 2026, the Managers approved the Cost-per-STar at \$47.61 per STar.

## 3. Financial Reporting, Fiscal Matters, and Funding Requests:

- A. 2025 End-of-Year (EOY) Financial Information:** The RRWMB 2025 Operating and Program Budget and Project Spending Plan was approved at \$10,480,843.00, with actual expenditures being \$5,416,957.07. Detailed 2025 EOY financial information can be found here: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:862fd258-726d-4244-a60b-b5dff7f695fd>
- B. CD Maturity:** A CD of \$4,039,890.40 was reinvested along with \$95,217.46 in accrued interest for six months at 3.55 percent interest with Bell Bank. Additional financial information was shared with the RRWMB Managers by Bell Bank staff.
- C. Red River Basin Commission (RRBC) Annual Funding:** The RRWMB Managers approved annual funding of \$85,000.00 to the RRBC.
- D. United States Geological Survey (USGS) Streamflow Monitoring Contract:** A contract of \$122,401.00 was approved for the USGS to continue streamflow monitoring in 2026.
- E. Legislative – Citizen Commission on Minnesota Resources (LCCMR) Application for Floodplain Modelling Funds:** An application was approved for submittal to the LCCMR to continue work in the Red River Basin to develop maps depicting 10-year floodplains in rural areas.

## 4. 2026 RRWMB Legislative Priorities: The RRWMB approved the following priorities as recommended by the RRWMB Legislative Committee:

- **Bonding:** \$35 million in bond funds for the following projects:
  - TRWD Klondike Clean Water Retention Project: \$17,252,000
  - BdSWD Redpath Impoundment Project: \$13,748,000
  - RRWD Roseau Lake Rehabilitation Project: \$ 4,000,000
  - **TOTAL** **\$35,000,000**
- **Lessard Sams Outdoor Heritage Council (LSOHC):** Support \$12,924,000 for the following Red River Basin projects being recommended for funding through the LSOHC via legislative appropriations:
  - RRWD Roseau Lake Rehabilitation Phase III for \$3,505,000.
  - RRWMB Red River Basin Riparian Habitat Program for \$3,867,000.
  - RLWD Mud River Enhancement Project for \$2,917,000.
  - MSTRWD Swift Coulee Channel Restoration/ Enhancement Phase 2 for \$2,635,000.
- **River Watch Program:** The bills introduced in 2025 (SF1375 and HF694) are still active, with a funding request of \$170,000 for FYs 2026 and 2027.
- **Drainage:** Do not support increased regulation of public or private drainage projects in the Red River Basin.

- **Minnesota Homeland Security and Emergency Management (HSEM) Funding:** Work with the Minnesota Association of Emergency Managers and other partners to seek an increase funding for HSEM related to disasters.
5. **Minnesota Watersheds and RRWMB Legislative Coordination:** The RRWMB Managers reviewed a coordination document previously developed by the two organizations to ensure coordination and communication during the 2026 Minnesota legislative session.
  6. **Legislative Open House:** Senator Rob Kupec, Senator Steve Green, Representative Jeff Backer, Representative John Burkel, and Representative Heather Keeler attended the Open House to hear about RRWMB legislative priorities for 2026 and to interact with RRWMB membership. Thank you to these legislators for attending our event!
  7. **Upcoming RRWMB Special Board Meeting:** The RRWMB will hold a special meeting on Tuesday, January 27, 2026 at 9:00 a.m. electronically to discuss funding for the Roseau Lake Rehabilitation Project being constructed by the Roseau River Watershed District.
  8. **Next Regular RRWMB Meeting:** The RRWMB will hold its next meeting on Tuesday, February 17, 2026 at 10:00 a.m. in Ada, MN at the RRWMB office.

**January 2026**

**Board Meeting**

**Kevin Senim** – Kevin stopped in to say he would like a vote on the redetermination of CD8. He said he did not like that he thinks him and handful of other landowners didn't get a say in this matter.

**SD51 Tree Clearing** – Nathaniel Roseen and Matt Anderson will begin tree clearing along SD51. Matt will be starting from the west end near the Canadian Border, and Nate will begin near HWY 310 and working west. Both will send invoices as they go so we can see where they are with spending.

