

REGULAR MEETING of the BOARD OF MANAGERS
Thursday June 4, 2026 – 8:00 a.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **CONSENT AGENDA:** _____

- May 7, 2026 regular board meeting minutes
- Permit 26-06 (Stafford Township)
- Treasurer's report
- Review and approve manager and employee expense vouchers

❖ **DELEGATION:**

- Rob Sip, RRWMB: legislative update _____

❖ **OLD BUSINESS:** _____

- Duxby Levee: cost estimate _____
- Beaver dam removal _____

❖ **NEW BUSINESS:** _____

- Draft 2025 annual report _____

❖ **PROJECTS:**

- Lost River: JPA _____
- Hay Creek: Santl site update _____
- Roseau Lake: _____

❖ **REPORTS:**

- RRWMB: _____
- Technician: _____
- Administrator: _____

❖ **OTHER ITEMS:** _____

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

❖ **NEXT MEETING DATE:** July 2, 2026 @ 8:00 a.m.

❖ **DATES TO REMEMBER:**

- June 19th – Office Closed in observance of Juneteenth
- June 24th – BSN landowner open house
- June 25th – RRIW meeting & tour in Roseau
- July 2nd – Board meeting
- July 3rd – Office closed in observance of the Fourth of July
- August 25th & 26th – MN Watersheds Summer Tour – Detroit Lakes

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD OF MANAGERS
MEETING HELD MAY 7, 2026**

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

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

STAFF PRESENT: Administrator Halstensgard and Technician Broten

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

OTHERS PRESENT: Darryl Wicklund, County Commissioner

AGENDA: A motion to approve the agenda was made by Manager Braaten. Manager Johnson seconded the motion. The motion carried unanimously.

CONSENT AGENDA: A motion to approve the Consent Agenda was made by Manager Johnson and seconded by Manager Voll. Manager Voll added noted a call and pictures that he received of a ditch that needed cleaning from landowner Scott Habstritt. Mr. Habstritt was directed to the county as it was a county ditch. The motion carried unanimously. Adoption of the Consent Agenda included:

- April 16, 2026, regular meeting minutes as presented
- Treasurer's Report with an additional bill from the City of Roseau in the amount of \$352.42
- Manager and employee expense vouchers as read by Manager Braaten

DELEGATES: Derrick Byfuglien, Dean Byfuglien, Byfuglien Trucking; Scott Hetteen, R&Q Trucking, Inc.

OLD BUSINESS: Administrator Halstensgard led the Duxby Levee discussion with the need for culvert inspection. The US Army Corps of Engineers recommended the purchase and usage of an RC car equipped with a camera to perform internal culvert inspections . It was suggested that Technician Broten along with an engineer do a field review for potential repair cost. There was mention of the options to stay in compliance or opt out of the program. The District would still maintain the Levee as a District project, even if their option was to opt out of the federal levy program. There were different scenarios for maintenance discussed. Manager Johnson made a motion to have Technician Broten, along with Mr. McCormack, inspect the Levee and get a cost estimate for repair work needed. Manager Voll seconded the motion. The motion carried unanimously.

NEW BUSINESS: There was no New Business at this meeting.

PROJECTS:

Big Swamp North: A landowner meeting/open house for Big Swamp North will be scheduled, likely in June. RRWD staff and consultants will be providing handouts, FAQs sheets and maps as well. The purpose of the event is to provide landowners with information as to where the project is in development and to get feedback from the landowners.

Hay Creek: Administrator Halstengard reported on the recent Hay Creek Project Team meeting. There was also brief discussion on the Santl site. Commissioner Wicklund asked about reallocating Watershed Based Implementation Funds (WBIF) from the WD 3 Lat 2 project since the landowner is unwilling to provide an easement and the funding could be used in the Hay Creek area instead. There was some discussion on various funding options for work to be completed in the project area.

Roseau Lake: After some discussion on project funding, Manager Johnson made a **motion** to draft a letter to Gladen to suspend work. Manager Braaten seconded the motion. Motion carried unanimously. Administrator Halstengard discussed the impacts of the LSOHC funding issue will have on the project. The Board set the final hearings for Phases 1 & 2 for July 2nd at 9:00 a.m. during the regular board meeting. Manager Voll made a **motion** to pay Spruce Valley the Pay App #3 in the amount of \$246,654.29. Manager Braaten seconded the motion. The motion carried unanimously.

REPORTS:

RRWMB: Manager Braaten referred to the written report, gave an update on discontinuing River Restoration water quality funding, and gave a short report on the RRWMB 50th Anniversary.

Technician: Technician Broten included a written report and began his update with a question about a burning permit for the West Interceptor. It was suggested to work with DNR to attain burn permit. He also noted Leon Mitsatko, who mows the Duxby levee, expressed interest in mowing WD115 as well.

Administrator: Administrator Halstengard provided information about the MN Watersheds summer tour and resolutions. Resolutions need to be submitted by June 1st to be considered.

DELEGATION: Byfuglien Trucking Parking lot discussion was started with the District's concern with the encroachment on the West Interceptor ditch. Derrick and Dean Byfuglien, Byfuglien Trucking, and Scott Hetteen, R&Q Trucking, Inc. were present. There was extensive discussion about the property line and the elevations drawing provided to R & Q by Houston Engineering. Legal survey shows the parking lot is approximately 25' on the RRWD's property. As a compromise, Manager Voll made a **motion** to require Byfuglien Trucking to amend a 10' strip of soil along the east side of the parking lot and return it to permanent vegetation. Manager Johnson seconded it. Motion carried unanimously. This will allow Byfuglien's to utilize their dolly pad for parking trucks. They will also refrain from piling snow on the east end of the lot.

OTHER BUSINESS:

The next meeting will be held June 4, 2026 at 8:00 a.m. After a **motion** by Manager Braaten and seconded by Manager Johnson, the meeting was adjourned at 10:11 a.m.

Respectfully submitted,

Laverne Voll, Secretary

Tracy Halstengard, Administrator

May 2026 Bills & Receipts

Checkbook Balance as of April 27, 2026	\$	147,491.62
Receipts:		
Citizens State Bank -- interest 4-20-26	\$	168.23
Red River Watershed Management Board -- RRIW funding	\$	2,500.00
Red River Watershed Management Board -- reimbursement request 11	\$	155,458.12
	Total	\$ 158,126.35
Bills:		
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$	6,165.19
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$	3,917.14
Tawni Wensloff -- wages	\$	3,094.69
Jason Braaten -- Per Diem & mileage	\$	378.21
Carter Diesen -- Per Diem & mileage	\$	138.63
Tracy Halstensgard -- mileage & reimbursement	\$	253.78
James Johnson -- Per Diem & mileage	\$	241.02
LaVerne Voll -- Per Diem & mileage	\$	530.63
Elan Financial Services -- credit card	\$	1,949.81
City Of Roseau -- utilities (pd ACH)	\$	426.24
Marco Technologies -- contract	\$	95.55
Marco -- copier contract	\$	189.08
Moren Law Office -- Legal Fees	\$	1,410.00
Roseau Electric Co-op -- Int/phone (pd ACH)	\$	37.26
Verizon Wireless -- Trimble	\$	40.01
Roseau Times-Region -- meeting notice	\$	30.60
Northern Resources -- gas	\$	245.81
North Pine Services -- snow removal	\$	570.00
Houston Engineering -- River Restoration litigation	\$	3,819.00
Doc's Hardware -- supplies	\$	76.77
HDR Engineering -- Inv #1200814153, 1200814154 & 1200814151	\$	41,038.06
HDR Engineering -- Inv #1200814152, 1200805228	\$	951.35
Spruce Valley Corporation -- Roseau Lake Pay Application 2.2	\$	467,155.00
Spruce Valley Corporation -- Roseau Lake Pay Application 3	\$	246,654.29
	Total	\$779,408.12



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

Permit #2026-006 - Application Received

Date Submitted: May 29, 2026

Applicant Information:

First Name: Tony	Last Name: Wensloff	
Phone Number:	Email:	
Address:	City, State: Roseau, MN	Zip Code: 56751

Project Type: <ul style="list-style-type: none"> • Culvert Installation / Removal / Modification
Project Description: Remove dual 48" and 36" culverts and replace with single arch pipe.
Project Location: 1/4, Section 22, Stafford Township, Roseau County
Project Details:
Documents Uploaded:
Landowner Acknowledgement: <ol style="list-style-type: none"> 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. <p><input checked="" type="checkbox"/> I AGREE - In checking this box, I acknowledge the above statements.</p>

26-06 Stafford Township (Sect. 22,23) submitted a permit application to remove 36" and 48" dual pipes on the south intersection of 380th and 250th and replace with a single arch culvert. The drainage area is 1.85 sq. miles. Drainage capacity of the existing culverts 19.64 sq. ft. Newly installed arch will be a close match within 2 sq. ft. capacity.

Comments:

Stafford TWP is wanting to keep replacement pipe consistent with what is currently in place. The single arch pipe replacement is sufficient for the drainage area and drainage capacity will remain fairly similar.



June 2026 Treasurer's report

Checkbook Balance as of May 27, 2026	\$317,866.52
Receipts:	
Citizens State Bank -- interest 5-18-26	\$ 127.70
State of Minnesota -- Roseau Lake FHM grant	\$ 696,081.14
State of Minnesota -- Juneberry / BSN Peatland, federal IRA funding	\$ 45,296.75
State of Minnesota -- BSN -- LSOHC grant	\$ 58,862.07
Marshall County -- share of taxes	\$ 3,957.06
Red River Watershed Management Board -- reimbursement request 12	\$ 158,692.68
Total	\$ 963,017.40
Bills:	
Tracy Halstengard -- Salary, Ins stipend & cell reimbursement	\$ 6,165.19
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,917.16
Tawni Wensloff -- wages	\$ 2,667.33
Jason Braaten -- Per Diem & mileage	
Carter Diesen -- Per Diem & mileage	
Tracy Halstengard -- mileage & reimbursement	
James Johnson -- Per Diem & mileage	
Cody Schmalz -- Per Diem & mileage	
LaVerne Voll -- Per Diem & mileage	
Elan Financial Services -- credit card	\$ 1,019.48
City Of Roseau -- utilities (pd ACH)	\$ 352.42
Minnesota Energy Resources -- natural gas	\$ 18.58
Marco Technologies -- contract	\$ 95.55
Marco -- copier contract	\$ 189.08
Moren Law Office -- Legal Fees	
Roseau Electric Co-op -- Int/phone (pd ACH)	\$ 126.86
Verizon Wireless -- Trimble	\$ 40.01
Roseau Times-Region -- meeting notice	\$ 30.60
Northern Resources -- gas	
dot.com connection -- website maintenance	\$ 331.50
Mark Beito -- beaver trapping in Palmville	\$ 300.00
Houston Engineering -- Hay Creek Subwatershed	\$ 15,635.75
Houston Engineering -- Big Swamp North	\$ 5,796.75
Houston Engineering -- WD 3 Re-establishment legal survey	\$ 5,279.69
H2Overviewers -- CD 8 redetermination of benefits	\$ 2,994.75
HDR Engineering -- Inv #1200824642 Juneberry / Big Swamp North	\$ 12,490.28
HDR Engineering -- Inv #1200824643 WD 3 outlet	\$ 5,722.50
HDR Engineering -- Inv #824644 WD3 Re-establishment	\$ 6,120.00
HDR Engineering -- Inv #1200824639 Technical Assistance	\$ 21,389.78
HDR Engineering -- Inv #1200824645 CD 8 re-establishment	\$ 14,290.00
HDR Engineering -- Inv #1200824640 CD 8	\$ 675.00
HDR Engineering -- Inv #1200824641 Hay Creek	\$ 910.00
HDR Engineering -- Inv #1200825158 Spruce 35	\$ 5,757.50
HDR Engineering -- Inv #1200824689 Roseau Lake	\$ 23,018.98
Total	\$135,334.74

Beaver Dam Removal Guidance

Although beavers provide many positive environmental values, they can also cause damage to property. The removal of a beaver dam may not prevent future beaver activity in the area, and removing a dam without removing the resident beavers generally results in the dam being immediately rebuilt.

Guidance and Recommendations from the Division of Ecological and Water Resources:

1. Please be considerate of potential impacts to other landowners. If the beaver dam has been in place for many years and affects properties other than your own, the other property owners should be contacted to let them know that the water level may be lowered by removal of the beaver dam.
2. In some cases, shoreline has been developed in conformance with water levels resulting from a beaver dam controlling the outlet for many years. Before removing a beaver dam in that situation, please contact your [DNR Area Hydrologist](#). Your Area Hydrologist will discuss the scope of proposed work with you and may recommend a site visit or a survey of the runout elevation, to better understand how the beaver dam acts to control the water level.
3. A [DNR public waters permit](#) may be required to remove a beaver dam if the removal will result in a lowering of the normal, long-time outlet of the public water or if the bed of the lake or stream is excavated (i.e., by dragline or backhoe) in conjunction with the dam's removal.
 - No permit is required to remove debris such as trees, logs, stumps, and trash, provided the removal does not alter the original alignment, slope, or cross-section of the public water. ([MN Rule 6115.0200, Subp. 4.B.](#))
4. All landowners adjacent to a beaver dam must give permission before the dam may be removed. Please fill out and return the attached [Landowner Statement and Contractor Liability Form](#) and return it to your [DNR Regional Enforcement Office](#) prior to removing a beaver dam.
5. Recommended techniques for beaver dam removal:
 - Remove dams incrementally by hand to minimize the adverse effects of sudden water release on downstream waters.
 - After each drop in dam height, allow the water level and sediment plume to stabilize.
 - Use the least impactful method of removal, using hands and hand-tools if possible.
6. If a beaver dam is not carefully removed, significant adverse effects such as silt flushing and downstream channel erosion can occur and may result in a [DNR public waters violation](#). People removing dams may also be liable for damage to property not under the jurisdiction of public waters, such as wetlands regulated under Minnesota's Wetland Conservation Act (WCA) or floodplain areas regulated by the local government.

Additional DNR information online:

- [Beavers – Methods for Exclusion and Damage Prevention, and Removal Methods](#)
- [Do I need a Permit? Beaver Dams](#)



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

Lost River Peatland Restoration

This Agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources (“State”) and the Roseau River Watershed District (“Governmental Unit”).

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The State has entered into an interagency agreement with the Minnesota Pollution Control Agency (“MPCA”) to provide funding for and support work related to peatland restoration and associated hydrologic improvements.

The State is in need of professional and engineering services to model the effects of legally abandoning ditches; filling and/or plugging and leveling the abandoned laterals to restore natural ground level and groundwater movement; stabilizing hydrology; restoring adjacent degraded habitat (“Project”) that will restore peatlands, enhance wildlife habitat, improve water quality, improve water management, and provide public recreation on public lands in Roseau County, MN.

Agreement

1. Term of Agreement

- 1.1 Effective Date: June 15, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: September 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The State and Governmental Unit will work together to model the Project on Lost River State Forest (“LRSF”) lands, as shown on **Exhibits A, Map**, which are attached and incorporated into this Agreement.

2.1 State’s Responsibilities. The State shall:

- 2.1.1 Provide the Governmental Unit with access to LRSF necessary to perform the work described in Section 2.2.

2.2 Governmental Unit’s responsibilities. The Governmental Unit shall:

- 2.2.1 Perform this work for the Project (as shown on Exhibit A).

2.2.1.1 Collect survey data.

2.2.1.2 Complete Hydrologic Modeling including analysis of restoration costs and benefits, analysis of resource and public impacts, and development of project alternatives.

2.2.2 Comply with local, state, and federal laws, ordinances, rules and regulations.

2.2.3 Provide one (1) copy each of final hydrologic modeling report in electronic format to the State's Authorized Representative within 1 month of completion.

2.3 Joint Responsibilities: The Parties shall:

2.3.1 Jointly review and approve the final report.

3. Payment

3.1 The State shall promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely manner.

3.2 Documentation must be submitted with each invoice and clearly show expenses. Expenses to be paid under this Agreement must be clearly identified. All work must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

3.3 Partial payments are allowed. Payment requests for work completed through June 30 of each year must be submitted to the State's Authorized Representative no later than July 20 of that same year.

3.4 Final invoices for the project must be submitted within 30 days of the project completion, but no later than **September 30, 2029**. Final payment will be made upon final inspection and approval by the state.

3.5 Payments under this Agreement will be made from federal funds obtained by the State through CFDA Number 66.046. The Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>

The total obligation of the State under this Agreement will not exceed **\$ 40,000.00**.

4. Authorized Representatives

The State's Authorized Representative is Thomas Enright, Wildlife Area Supervisor, DNR Roseau River WMA, 27952 400th St., Roseau, MN 56751, 218-452-7610, thomas.enright@state.mn.us, or his successor.

The Governmental Unit's Authorized Representative is Tracy Halstensgard, District Administrator, RRWD, 714 6th Street SW, Roseau, MN 56751, 218-463-0313, tracy@roseauriverwd.com, or her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Federal Audits

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources.

9. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created,

collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

10. Venue

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

11. Termination

11.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if funding for Federal Grant Number (FAIN) 00E03864 is withdrawn by the EPA, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

13. Invasive Species Prevention

The Governmental Unit must follow Minnesota DNR's Operational Order 113, which requires active steps preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of [Operational Order 113](#).

The Governmental Unit shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned

by the Governmental Unit furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Governmental Unit shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The Governmental Unit shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

14. Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found in the [DNR Pollinator Best Management Practices and Habitat Restoration Guidelines](#).

15. Use of Funds as Match to Other Grants or Programs.

State funds cannot be used by the Contractor as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

15.1 The Contractor must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: this project name, this contract number, the amount of these funds to be used, location where these funds were or will be used, activity funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

15.2 If the new grant or program will add any encumbrances to the land where these funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

16. Whistleblower Protection Rights.

16.1 This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

16.2 Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

16.3 The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

17. Procurement of Recovered Materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

18. Non-Discrimination Requirements.

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- e) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities;
- f) Any other applicable non-discrimination law(s).

19. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

19.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

20. Equal Employment Opportunity.

20.1 The Governmental Unit will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Governmental Unit will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall

include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Governmental Unit agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 20.2 The Governmental Unit will, in all solicitations or advertisements for employees placed by or on behalf of the Governmental Unit, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 20.3 The Governmental Unit will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Governmental Unit's legal duty to furnish information.
- 20.4 The Governmental Unit will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Governmental Unit's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 20.5 The Governmental Unit will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 20.6 The Governmental Unit will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 20.7 In the event of the Governmental Unit's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Governmental Unit may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 20.8 The Governmental Unit will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Governmental Unit will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Governmental Unit becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Governmental Unit may request the United States to enter into such litigation to protect the interests of the United States.

21. Copeland "Anti-Kickback" Act.

Under 40 U.S.C 3145, and 29 CFR Part 3, each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

22. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Under 2 CFR 200.216: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

22.1 Procure or obtain;

22.2 Extend or renew a contract to procure or obtain; or

22.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

23. Byrd Anti-Lobbying Amendment Certification and Disclosure.

23.1 The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

23.2 The Contractor shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Contractor to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).

23.3 If the Contractor engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

23.4 Contractor certifies to the best of its knowledge and belief that no federal funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence a federal officer or employee of any agency in connection with the awarding of any federal award. The Contractor must sign and return **Exhibit C**, Certification of Lobbying Disclosure, which is attached and incorporated into this Agreement, with their partially executed agreement.

24. Contract Work Hours and Safety Standards.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

25. Domestic Preference for Procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

25.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

25.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26. Exhibits

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

Exhibit A: Project Map

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

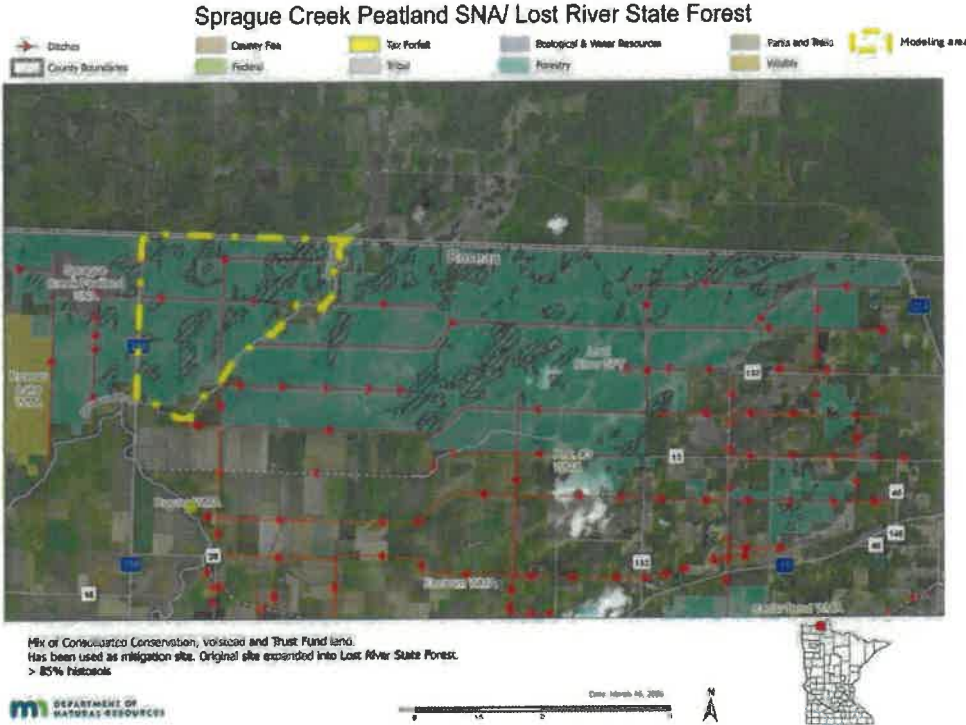
Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

EXHIBIT A. Map of the Lost River State Forest – Lost River Peatland Project



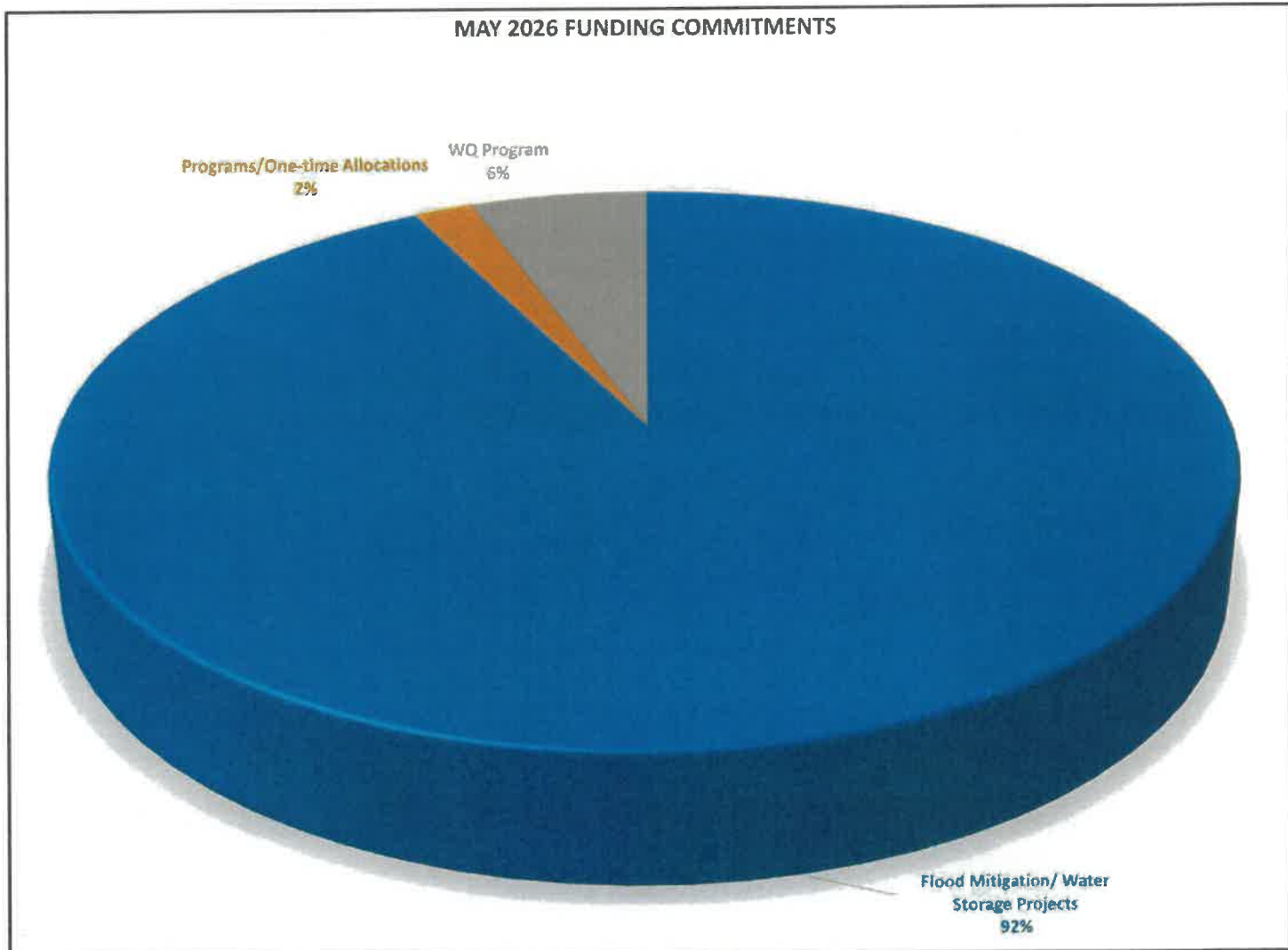


Meeting Highlights – May 19, 2026

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

• Flood Mitigation – Water Storage:	\$ 18,920,807.19
• Water Quality Program – Base Funding:	\$ 429,586.81
• Water Quality Program – Competitive Funding:	\$ 706,314.88
• Annually Funded Programs/One-time Allocations:	\$ 388,393.96
TOTAL Remaining Funding Commitments:	\$ 20,445,102.84

Below is an illustration of current RRWMB funding commitments as of May 19, 2026. Annual operating expenses are not included in funding commitments.



2. **Updated Funding Agreement – JD 19/Nelson Slough Project:** A final funding agreement of \$1,866,235.00 was approved for the Project with the Middle-Snake-Tamarac Rivers Watershed District (MSTRWD). Project construction is scheduled to begin this summer.
3. **Roseau River Rehabilitation Project:** Last month at the request of the Roseau River Watershed District (RRWD), the Roseau River Rehabilitation Project was removed from the RRWMB’s Funding Commitments. Board action this month officially terminated the RRWMB’s financial commitment.
4. **Red River Basin (RRB) Riparian Habitat Program (RHP) – Funding Application Decision-making Process:** The RRWMB Managers approved Executive Director authority to make decisions on applications to the Program except for applications that have:
 - Applications with easement areas less than eight (8) acres in size (state requirement).
 - Do not address water quality concerns for conventional pollutants.
 - Will result in inundation for durations that would periodically diminish the quality of habitat.
 - When insufficient grant funds are available.
5. **Facilitation Contract Amendment:** A contract with Houston Engineering Incorporated was amended to include funds for facilitation of local project teams up to \$123,825.80. These funds are through the State of Minnesota for the Flood Damage Reduction Work Group (FDRWG) to implement the 1998 RRB Flood Mediation Agreement, with the RRWMB as the fiscal agent.
6. **Executive Leadership Training:** The RRWMB Managers authorized \$1,800.00 for the Executive Director to attend executive leadership training being offered by Steve Olson Consulting.
7. **2026 Joint Annual Conference:**
 - **Recap and Overview of Results:** This year 138 people attended the RRWMB – FDFRWG conference. Sponsors included Houston Engineering Incorporated, HDR Engineering Incorporated, Moore Engineering Incorporated, with each firm contributing \$2,500.00. Smith Partners contributed \$1,000.00 and Bell Bank contributed \$500.00 towards the event. The conference registration fee was \$75.00, with \$3,253.17 being generated. Final costs are depicted in Table 1 below.

Table 1. Final 2026 Conference Financial Information

Item	Amount
Courtyard by Marriott – Venue Rental/Meals	\$14,438.03
R&J Broadcasting	\$5,092.00
KFGO Radio	\$2,900.00
Red River Farm Network	\$1,300.00
890AM Radio	\$1,500.00
Facilitation Costs	\$6,090.05
Supplies	\$81.36
Legal Representation	\$8,483.29
Subtotal	\$39,884.73
Sponsorships Received	\$9,000.00
Registration Fees Received	\$3,253.17
Subtotal	\$12,253.27
Final Costs (Shared With RRWMB and FDRWG)	\$27,631.46

- **Facilitated Discussion Results:** Steve Olson of Steve Olson Consulting presented the report titled “RRWMB – FDRWG | Water Supply Management: From Flood Problem to Regional Asset | March 18, 2026” to the RRWMB Managers. The final report can be found at this link: [Water Supply Management: From Flood Problem to Regional Asset](#)
8. **2027 Conference Planning:** Information was presented to the RRWMB Managers regarding expanding the 2027 RRWMB – FDRWG Joint Annual Conference by including the Red River Retention Authority and the Red River Joint Water Resource District Board. The RRWMB will be conducting outreach over the coming months with these organizations.
 9. **2026 Drainage Work Group (DWG) Meetings:** For 2026, the RRWMB will be represented at DWG meetings by Greg Holmvik, Bill Petersen, Rob Sip, and Park Street Public. In addition, the RRWMB Managers approved DWG participation by the following:
 - Myron Jesme – costs shared 50/50 with Minnesota Watersheds.
 - A RRWMB member watershed district administrator.
 - A RRWMB Technical Advisory Committee member as needed.
 - RRWMB legal counsel as needed.
 10. **Cybersecurity Training:** Information was shared about proposed cybersecurity training for local governmental units in the RRB. Since the RRWMB insurances are with the League of Minnesota Cities, training can be provided at no cost. The RRWMB will be further inquiring with watershed districts, counties, and cities in the RRB to determine if there is interest in such training. If there is enough interest, the RRWMB will work closely with the League of Minnesota Cities on logistics.
 11. **2027 Membership Legislative Priorities:** In preparation for the 2027 Minnesota Legislative Session, the RRWMB Managers approved the following:
 - RRWMB membership to provide 2027 legislative priorities to the RRWMB by July 1, 2026.
 - Development of a legislative manual that highlights the RRWMB’s legislative process and to share information with membership. The RRWMB Legislative Committee will bring forth the manual in the coming months.

Park Street Public will attend the RRWMB’s June 2026 meeting in person to discuss the results of the 2026 Minnesota Legislative Session. Also, Park Street Public has been asked to attend RRWMB membership board meetings either electronically or in person in June 2026 to share the results of the legislative session.

12. **Legislative Matters:** Representatives from Park Street Public shared that the 2026 Minnesota Legislature approved \$9 million for the Flood Hazard Mitigation Grant Assistance Program. The Minnesota Department of Natural Resources (DNR) indicated that no new application process will occur this year and that scores/rankings from applications to the DNR in 2025 will be used to determine funding awards for 2026. In addition, the following projects will receive Outdoor Heritage Funds, which were also approved by the 2026 Minnesota Legislature:
 - MSTRWD Swift Coulee Project – \$2,671,000.00.
 - RRWD Roseau Lake Rehabilitation Project – \$3,553,000.00.
 - Red Lake Watershed District Mud River Enhancement Project – \$2,957,000.00.
 - RRWMB RRB RHP – \$3,920,000.00.

TOTAL: \$13,101,000.00

13. **Next Regular RRWMB Meeting:** The RRWMB will hold its next meeting on Tuesday, June 16, 2026 at the RRWMB office in Ada, MN.

June 2026

Board Meeting

Technician update

Big Swamp – Survey of the laterals and overflows of the SD69 system have been completed.

West Interceptor/Watershed Parcel – Burn permit acquired, good for the remainder of the year.

WD115 & CD16 Mowing – Leon Mitsatko currently mows the Duxby levee and is also interested in mowing the WD115 ditch. The county could also complete the work if the mower operator is available. **The county rate is \$100/hour, and Leon's rate is \$150/hour.**

Duxby Levee – An RC car equipped with a camera has been purchased for culvert inspections. The levee inspection is complete, except for the culvert survey.

ADMINISTRATOR'S UPDATE

June 4, 2026

Hay Creek Update: There was a meeting with the BWSR's RIM staff to discuss the Santl site. Erik will provide an update.

2025 Annual Report & Audit: The draft annual report was sent to Managers last week. Brady Martz will hopefully have the audit report to us by the board meeting. The Board should act to approve the reports at the meeting. Staff will be sending them to the required state agencies.

Misc:

- Rob Sip and the two lobbyist that work with for the RRWMB will be attending the meeting via teams. They'll be providing a recap of the 2026 session and answering any questions you may have.
- Due to the low water conditions, we've had several calls about beaver activity outside of our ditches. If the beaver are building dams on private land (ie the river, draws, or ditches) the DNR requests they let a conservation officer know, potentially get a nuisance beaver trapping permit, and remove the beaver. They are then able to remove the dam with the consent of any other landowners whose land the dam is on. There is no funding available through the Watershed for this. I'm not sure if the County pays bounty on all beaver or just those in their ditch systems. I've included the DNR's beaver dam removal guidance for your information.
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