

REGULAR MEETING of the BOARD OF MANAGERS
Thursday March 12, 2026 – 8:00 a.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **CONSENT AGENDA:** _____

- February 12, 2026 regular board meeting minutes
- Treasurer's report
- Review and approve manager and employee expense vouchers

❖ **DELEGATION:** Drew Kestler, Houston Engineering; water quality offset evaluation (Teams) _____

❖ **OLD BUSINESS:** _____

❖ **NEW BUSINESS:** _____

- April meeting date: _____
- Governing Documents update: _____

❖ **PROJECTS:**

- WD 3 Lat 2 _____
- CD 8 Redetermination of Benefits:
- Roseau Lake: _____
 - Construction update _____
 - Change Order #2 _____
 - Payment Application approval _____
- Lost River Peatland presentation: _____

❖ **REPORTS:**

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

❖ **OTHER ITEMS:** _____

❖ **NEXT MEETING DATE:** April ____, 2026 @ 8:00 a.m.

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

❖ **DATES TO REMEMBER:**

- March 17 & 18, 2026: March Conference, Moorhead
- March 25th: final Juneberry PT meeting @ courthouse

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD OF
MANAGERS MEETING HELD FEBRUARY 12, 2026**

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

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

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

OTHERS PRESENT: Randy Prachar; Kevin Senum, landowner; Darryl Wicklund, County Commissioner

CONSULTING STAFF PRESENT: Nate Dalager, Jacob Huwe, and Torin McCormack, HDR Engineering; Erik Jones, Houston Engineering; Jacqueline Turnow, Attorney; Tom Enright, DNR

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

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

- January 8, 2026, regular meeting minutes as presented
- January Treasurer's Report
- Added bills for Moren Law Office for \$1,938.75, Riverside Garage Door Company for \$260.00, DbA Consulting for \$2,021.09, and League of MN Cities for \$2,497.00
- Manager and employee expense vouchers as read by Manager Braaten
- Permit #2026-003 (MnDOT)

PERMITS:

2026-001 DSG Investments – Technician Broten reviewed the permit with the board. Manager Voll made a **motion** to approve permit 2026-001, with Manager Schmalz seconding the motion. Motion carried unanimously.

2026-002 Kevin Severson – Technician Broten reviewed the permit with the board. Manager Voll made a **motion** to approve permit 2026-002, with Manager Braaten seconding the motion. Motion carried unanimously.

DELEGATE: There were no delegates for this meeting.

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

NEW BUSINESS: There was no new business for this meeting.

PROJECT UPDATES:

Roseau Lake: Technician Broten gave a construction update on Phase 5 of Roseau Lake stating that they are making good headway moving East. He showed some drone footage and photos of the work progress. Torin McCormack also added some details on the embankment and Gladen Construction, Inc. moving equipment into place before the road restrictions take effect.

Administrator Halstensgard explained the RRWMB funding agreement process stating that the RRWMB as committed an additional \$1.7M to the project bringing their total funding to \$4.7M. Manager Johnson made a **motion** to approve the RRWMB funding agreement. Manager Braaten seconded the motion. The motion carried unanimously.

Administrator Halstensgard stated that the Flood hazard Mitigation (FHM) funding resolution will need to be updated due to the increased funding allocated to the project. The original FHM commitment was \$1.65M. The updated commitment is \$2.25M. This additional funding requires additional matching funds totaling \$770,250, as stated in the new resolutions. Manger Braaten made a **motion** approve the updated resolution. Manager Johnson seconded it. The motion carried unanimously. Manager Braaten made a **motion** to designate Chairman Diesen as the signee for the FHM grant. Manager Voll seconded it. The motion carried unanimously. Administrator Halstensgard also talked about submitting an application to LOSHC for the 2027 Funding Bill for the final phase of construction.

Manager Braaten made a **motion** to approve payment application 03-07.01 to Gladen Construction, Inc. in the amount of \$339,370.78 for Roseau Lake Rehab Phase 3 and 4. Manager Johnson seconded the motion. Motion carried unanimously.

HDR Engineering sent a Roseau Lake – Phase 5 Construction Services contract proposal. Engineer Dalager gave a short explanation of what the contract covers, such as future bidding and ongoing engineering services. The cost estimate for the completion of Phase 5 is \$233,780.00 Manager Braaten made a **motion** to approve the HDR contract. Manager Johnson seconded the motion. The motion carried unanimously.

Upon the Johnson land exchange discussion, Manager Johnson recused himself from the table. Manager Voll made a **motion** to transfer the land deed as negotiated. Manager Schmalz seconded the motion. Motion carried unanimously.

Dahl Site: Engineer Dalager started discussion on the Dahl site stating that the landowners proposed the usage of their land for a potential impoundment site. He stated the different components to be considered for the site, such as the peatland aspect. After much discussion on the challenges to the site (i.e. permitting and funding), Administrator Halstensgard suggested sending a letter to the landowner explaining why it isn't a viable option, notably due to the cost/benefit ratio.

1:00 p.m. Redetermination of Benefits: H2O Viewers presentation: (Via Teams) - Brian Murphy and Scott Henderson gave a presentation explaining the H2O Viewers process. Scott explained the reasons for completing a redetermination of benefits. He proceeded to

describe the process and information pertaining to the redetermination of benefits, using the CD8 system as an example.

Brian expressed gratitude for the opportunity to present to the RRWD board. He also added how important it is to stay up to date with technology and regulations pertaining to the changing laws governing the process, noting that we are being proactive and taking a step in the right direction.

PROJECT UPDATES continued:

Big Swamp North: Jacob Huwe with HDR Engineering, gave a thorough Engineer's Update with a PowerPoint on Big Swamp North (Badger Creek.) He talked about challenges of remeandering of Badger Creek. He gave the project setting, project location, and also some historical context. He described the remeandering approach, E-channel stream design, and the watershed profile. He also discussed four different alternatives they are modeling. The main goal from the District's perspective is having an adequate outlet for Site A and maintaining the drainage to private property.

A Culvert inventory update was given by Erik Jones, Houston Engineering with a printed map of culvert inventory provided.

REPORTS:

RRWMB: Manager Braaten provided a written report and gave an update on the RRWMB. He also talked about Legislative Days in St. Paul on March 3-4. Administrator Halstensgard, Manager Braaten and Manger Johnson will be attending this year.

Technician: Technician Broten noted that landowner Kevin Senum stopped in the RRWD office to voice his concern about his inclusion in the CD8 redetermination. He also reported on the tree clearing on SD51 and progress by hired contractors, Nathaniel Roseen and Matt Anderson.

Administrator: Administrator Halstensgard provided a written report which reviewed the following items:

The Roseau Lake funding including the RRWMB agreement for \$4.7M and the FHM allocation increase. She noted the cost-share updated resolution, and the LSOHC application for Phase 6 of the Roseau Lake project.

She talked about the DNR Peatland funding availability and possible projects in Lost River to apply available funding. The Board requested Torin McCormack give a presentation at the March meeting on the Lost River Forest Peatland Restoration Study completed in 2024.

The final Juneberry Project Team meeting will be held March 25th at 1:00 p.m. in the Courthouse. This meeting will be covering updates, issues, and progress, including a final report draft recommendation.

Administrator Halstensgard reported that we have begun our 2025 auditing process with Brady Martz Accounting Firm. She also stated that there are five uncleared checks in the system

that would need a motion to be voided. Manager Johnson made the **motion** void the five checks. Manager Voll seconded the motion. The motion carried unanimously.

The list of five checks to be voided.

- | | | |
|------------|--------------------------|------------|
| ○ 6-8-17 | Beltrami County Recorder | \$46.00 |
| ○ 12-31-18 | City of Roseau | \$75.00 |
| ○ 5-5-23 | Monica Burkel | \$97.80 |
| ○ 9-25-23 | LSSO Corporation | \$275.00 |
| ○ 11-3-23 | WSB | \$5,512.00 |

OTHER BUSINESS:

The next meeting will be held March 12, 2026 at 8:00 a.m. After a **motion** by Manager Braaten and seconded by Manager Johnson, the meeting was adjourned at 2:42 p.m.

Respectfully submitted,

Laverne Voll, Secretary

Tracy Halstensgard, Administrator

February 2026 Treasurer's report

Checkbook Balance as of January 30, 2026	\$758,209.78
Receipts:	
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
Total:	\$ 972,270.14
Bills:	
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	\$ 378.21
Blaine Broten -- reimbursement	\$ 25.49
Carter Diesen -- Per Diem & mileage	\$ 924.06
Tracy Halstensgard -- reimbursement	\$ 388.93
James Johnson -- Per Diem & mileage	\$ 625.31
Cody Schmalz -- Per Diem & mileage	\$ 218.94
LaVerne Voll -- Per Diem & mileage	\$ 1,064.88
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	\$ 1,938.75
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
Riverside Garage Door Company -- overhead door opener repair	\$ 260.00
DbA Consulting -- year end QuickBooks consulting and tax prep	\$ 2,021.09
Nelson's Café -- CAC meal	\$ 402.66
League of MN Citites -- membership dues	\$ 2,497.00
Houston Engineering -- Invoices 80440, 80441 & 80442	\$ 18,670.00

Gladen Construction -- Pay Application 03-06.2	\$	466,697.76
Gladen Construction -- Pay Application 03-07.1	\$	339,370.76
Red River Watershed Management Board -- stream gage cost share	\$	12,337.00
HDR Engineering -- Inv #1200787444, 1200787448 & 1200786897	\$	4,303.75
HDR Engineering -- Inv #1200787446, 1200787445 & 1200787451	\$	69,437.35
HDR Engineering -- Inv #1200798645, 1200787449 & 1200787447	\$	3,751.25
Total:		\$945,286.40

March 2026 Treasurer's report

Checkbook Balance as of March 6, 2026	\$901,775.30
Receipts:	
Citizens State Bank -- interest 2-16-26	\$ 110.13
State of Minnesota -- Roseau Lake reimbursement; RIM	\$ 479,973.00
Roseau County -- riparian aid	\$ 81,159.50
Citizens State Bank -- Safety deposit box refund	\$ 6.00
Marshall County -- share of taxes	\$ 47.40
State of Minnesota -- Roseau Lake reimbursement; LSOHC	\$ 362,327.75
Red River Watershed Management Board -- reimbursement request 9	\$ 512,456.27
Total:	\$ 1,436,080.05
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 6,165.20
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,917.14
Tawni Wensloff -- wages	\$ 2,835.66
Jason Braaten -- Per Diem & mileage	
Carter Diesen -- Per Diem & mileage	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 295.27
James Johnson -- Per Diem & mileage	
Cody Schmalz -- Per Diem & mileage	
LaVerne Voll -- Per Diem & mileage	
Elan Financial Services -- credit card	\$ 1,118.81
City Of Roseau -- utilities	\$ 421.58
Roseau Times-Region -- subscription	\$ 45.00
Minnesota Energy Resources -- natural gas	
Marco Technologies -- contract	\$ 91.00
Marco -- copier contract	\$ 195.92
Patrick Moren Law Office -- Legal Fees	
Roseau Electric Co-op -- Int/phone --	\$ 126.86
Verizon Wireless -- Trimble	\$ 40.01
Red River Watershed Management Board -- share of taxes	\$ 14,652.28
North Pine Services -- snow removal & SD 5 debris removal	\$ 16,800.62
Northern Resources -- gas	\$ 46.55
Houston Engineering -- River Restoration litigation	
Houston Engineering -- Hay Creek Subwatershed	
Houston Engineering -- MS4Front software subscription	
HDR Engineering -- Inv #1200797235 Juneberry / Big Swamp North	\$ 1,089.00
HDR Engineering -- Inv #1200787447 WD 3 outlet	
HDR Engineering -- Inv #1200797229 WD3 Re-establishment	\$ 265.00
HDR Engineering -- Inv #1200797236 Technical Assistance	\$ 9,382.50
HDR Engineering -- Inv #1200797232 CD 8 re-establishment	\$ 475.00
HDR Engineering -- Inv #1200787446 CD 8	
HDR Engineering -- Inv #1200803806 Spruce 35	\$ 1,580.00
HDR Engineering -- Inv #1200797240 Roseau Lake	\$ 46,450.84
HDR Engineering -- Inv #1200800486 Big Swamp North - Badger Creek	\$ 2,010.00

Total:

\$108,004.24



PO Box 624
East Grand Forks, MN 56721
(218) 201-0066

March 12, 2026

Roseau River Watershed District
714 6th St. SW
Roseau, MN 56751

Dear Watershed District,

I am submitting this offer letter on behalf of the H2Over Viewers team of viewers to complete the redetermination of benefits for the Roseau River Watershed District. The entire H2Over Viewers organization would like to thank you for considering us for these projects.

CD 8

For this system we are prepared to offer Roseau River Watershed District the following terms for our Standard Redetermination Package:

- \$3.63/watershed acre
 - This is a fully loaded fee that includes the mileage and per diem for our viewers and the cost of the Standard Redetermination Package.
 - 90% of the estimated project cost is prorated over the 12 months (the estimated time it will take to complete) with the remaining 10% due when the final report is turned in.
- With the understanding that these systems will hold a single virtual/in person landowners meeting (with individual time afterwards) and a single virtual/in person final hearing we are able to offer no charge for these meetings
- H2Over Viewers will provide the Drainage Authority with printing and mailing out Property Owners' Reports at no additional charge

The H2Over Viewers Standard Redetermination Package includes the following deliverables. The information and maps included in this package can be used by your county in performing parcel splits and classification splits for the foreseeable future.

- Physical viewing
- Narrative viewers' report
- Tabular viewers' report (per 40-acre tract).
- Reports can be provided in any format to facilitate automatically entering into their tax system.
- Landowners Packets which included system wide and individual parcel maps and the required "Property Owners Report"
- System overview map
- Individual parcel maps
- GIS maps that include land classifications
- Virtual and/or in person Attendance at:
 - Landowner meetings
 - Final Hearing

- For your protection we provide the following insurance at no cost to the Drainage Authority:
 - 1 million in Professional Liability
 - 1 million per occurrence and 2 million aggregate in General Liability
 - 1 million for any employee driving any vehicle(s) doing work for H2Over Viewers
 - 1 million umbrella on top of the aforementioned

The H2Over Viewers process for redetermining benefits is deeply rooted in scientific data. This approach means we will be working closely with a team of engineers (at no additional cost to the drainage authority). This team of engineers will be producing preliminary watershed modeling based on the use of state-of-the-art technology, yielding the most accurate maps available today. Our team of trained economic evaluation consultants will be using LiDAR data, Shuttle Radar Topography Mission data and 20+ different years of satellite imagery. We will look at depression maps, soils maps, contour maps, elevation relativity maps, crop productivity index maps, GIS parcel data, ditch alignment layers and many more. We use as many as 70+ different GIS layers of data each weighted differently to produce the highest quality land classification maps available. We will also spend a considerable amount of time in the field ground truthing the data to make sure we know the location of culverts, tile inlets, pumps, anything deemed important to our process of determining economic values and/or drainage patterns within the watershed of the appointed systems.

Additional Information:

- 1) H2Over Viewers brings with them 5 highly trained viewers, in the unfortunate event one of the viewers cannot finish the contract. This protects the county to ensure the project gets completed. Our viewers have redetermined over 3 million acres for over 37 different counties in MN.
- 2) We provide the highest level of GIS maps, not only for our process, but for the drainage authority to have for any future needs, i.e. parcel splits, tile management, future improvements, One Watershed One Plan, as well as a level of transparency in our viewing process.
- 3) Our process makes it very easy for the H2Over Viewers team to do future improvement redeterminations. We can input the changes to the drainage coefficients throughout the watershed and produce a high-level improvement redetermination based on scientific data.
- 4) Our company works with one of the most widely known engineering firms in the drainage community. This relationship gives us access to a team of drainage engineers throughout our process and allows us to consult with, at no additional charge to the drainage authority, on any aspect of the project.
- 5) All invoices are paid to H2Over Viewers and H2Over Viewers pays its viewers. This makes for easier accounting for the drainage authority.
- 6) Our prices are up front, and our costs are known before we begin.
- 7) We provide contracts to outline everything clearly as well as provide deadlines that we can meet.

In short, I feel that we provide a level of professionalism not available by any other team or individual in our field. We strive for excellence both personally and professionally. Our job is to be transparent with our reports and provide as much information to both the board and the landowners as possible. Our goal is to provide a turnkey service with little to no extra work needed from the Drainage Authority and its staff.

Once again, we would like to thank you for considering H2Over Viewers for your redetermination of benefits needs for the drainage systems in your district. We truly believe that our Standard Redetermination Package is the best available in the state of Minnesota and will prove to be the solution you are looking for.

Project Viewers:

Scott Henderson Viewer

Kody Fossum Viewer

Ken DeGier Viewer

Randy Kramer Viewer

Larry Murphy Viewer

All viewers' reports will be completed within 12 months after a contract(s) is signed

Respectfully yours,

Bryan Murphy

President

H2Over Viewers LLC

218-201-0066

bryan@h2overviewers.com

**Note: This letter is intended to be an offer letter, not a binding agreement. Once terms are accepted a contractual agreement, signed, and executed by both parties, will be required. This proposal is good for a term of 30 days from the date of the proposal.*

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ROSEAU
RIVER WATERSHED COUNTY DITCH 8, MINNESOTA**

This Viewing Professional Services Contract (this “**Agreement**”) is made effective [REDACTED] (the “**Effective Date**”), by and between H2Over Viewers, LLC, a Minnesota limited liability company (the “**Company**”), and the Drainage Authority of Roseau River Watershed District for County Ditch 8 (the “**Drainage Authority**”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 8 (the “**Drainage System**”).

RECITALS

- A. Three or more qualified Viewers were appointed by the Drainage Authority on [REDACTED].
- B. The Viewers operate and coordinate their administrative functions, through the Company, each Viewer acts independently with respect to all statutory duties and functions required by law.
- C. The Viewers engaged under this Agreement shall, at all times, act as “disinterested parties” as required by Minn. Stat. § 103E.005, subd. 9, and comply with all statutory and ethical obligations under Minnesota Statutes Chapter 103E. Each Viewer shall exercise independent judgment in all findings, determinations, and reporting, and is solely responsible for submitting their own statements of views, findings, and reports as required by law (including in the event of any disagreement among Viewers under Minn. Stat. § 103E.321, subd. 3). The Viewers and the Company shall not have any direct or indirect personal or pecuniary interest in the drainage proceedings or in any property affected by the drainage system, except as permitted by law.
- D. The Company’s proposal contained a per-acre cost estimate for the Redetermination of Benefits of \$3.63 per acre (the “**Per Acre Rate**”) evaluated or otherwise determined to be benefited or damaged.
- E. The Drainage Authority has funds available to purchase the services contemplated by this Agreement (collectively the “**Services**”).
- F. The Drainage Authority desires to purchase the Services of the Viewers and the Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System (the “**Redetermination of Benefits**”).

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **VIEWING SERVICES.** The Company agrees to cause the Viewers to furnish the following Services commencing on or about [REDACTED]:

a. **General Viewing Services.** Pursuant to this Agreement’s terms and conditions, and in full compliance with Minnesota Statutes Chapter 103E, the Viewers, individually and as a part of the viewing team, will provide professional services in connection with the development of the viewing procedures for the Redetermination of Benefits within the Drainage System’s watershed, professional analysis, meeting facilitation and report preparation as follows (the following collectively hereinafter referred to as the “**General Viewing Services**”):

- i. *First Meeting of Viewers:* Attend and participate in the first meeting of the Viewers. Take Viewer’s oath and make initial coordination with Drainage Authority staff and/or engineer.
- ii. *Review Historical Drainage System Information:* Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
- iii. *Coordination Meeting with Drainage Authority Staff:* Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
- iv. *Conduct Office and Field Investigations and Viewing:* Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minn. Stat. § 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
- v. *Prepare and Deliver Viewers’ Report:* Following the standards of Minn. Stat. §103E.321; prepare and deliver to the Drainage Authority, a viewer’s report, consisting of the following (the following collectively hereinafter referred to as the “**Viewer’s Report**”):
 1. A Benefits and Damages Statement outlining the Viewers’ basis and findings, provided to the Drainage Authority in MS Word or PDF form, including, if applicable, a separate statement by any Viewer disagreeing under Minn. Stat. §103E.321, subd. 3;

2. A tabular report called “Exhibit A” listing out every parcel according to Minn. Stat. Section 103E, provided in PDF form (MS Excel format if needed), which the Company may import into the Drainage Authority’s tax system for no additional charge; and
 3. A GIS derived image of the entire Drainage System and the classifications therein, provided in JPEG format.
- vi. Prepare Benefited Area Map: Prepare a map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.
 - vii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minn. Stat. §103E.323.
 - viii. Landowners’ Meeting. At least one of the Viewers shall attend and participate in a Landowners’ Meeting (as hereinafter defined). A “**Landowners’ Meeting**” shall mean one in person informational group meeting with at least one of the Viewers and the landowners to provide an overview of the viewing process and value determinations and at which the Viewer(s) attending address individual questions from landowners in attendance immediately following the meeting presentation. Additional revisions may be made to the Viewer’s Report after the Landowners’ Meeting, but prior to the Final Hearing, to address changes brought forward during the Landowners’ Meeting.
 - ix. Final Hearing. The Viewers shall attend and present, determination of benefits and damages to the Drainage Authority and the public; explain viewing methodology and basis of benefit and damage determinations; answer questions of the Drainage Authority and public regarding specific determinations, to the best of the Viewers’ ability; and schedule reviewing as necessary to validate determinations (collectively the “**Final Hearing**”).
 - x. Statutory Compliance. The Company and the Viewers will perform all duties in accordance with Minnesota Statutes Chapter 103E, including but not limited to Minn. Stat. § 103E.311. The Viewers, with or without the engineer, shall determine the benefits and damages to all property affected by the proposed drainage project and prepare a viewers' report pursuant to 103E.321. If the viewers are unable to agree, each viewer shall separately state their findings on any disputed issues in compliance with § 103E.321, subd. 3, and a majority of viewers may perform the required duties. Upon completion of these duties, the Viewers shall file the viewers' report, and a detailed statement of the actual time engaged and costs incurred, with the auditor of each affected county as required by § 103E.321, subd. 4, as soon as possible after the first viewers’ meeting. The Viewers and the Company shall maintain accurate and contemporaneous records of the time engaged and costs incurred for this purpose.

b. **General Viewing Services Charge.** The Drainage Authority shall pay the Company for the Viewers' performance of the General Viewing Services an amount based upon the Per Acre Rate multiplied by all acres evaluated by the Viewers or otherwise determined to be benefitted or damaged (the "**Per Acre Charge**").

c. **Surcharges.** The following additional charges shall apply to the total amounts due to the Company under this Agreement from the Drainage Authority:

- i. **Minimum Per Acre Charge.** The Per Acre Charge assumes that all acres evaluated by the Viewers or otherwise determined to be benefitted or damaged shall total at least 3,500 acres. In the event the actual acreage evaluated by the Viewers or otherwise determined to be benefitted or damaged is less than 3,500 acres, a flat fee of \$14,665 (the "**Minimum Per Acre Charge**").
- ii. **Authorized Discharge Facilities.** In the event the Viewers' duties include the determination of benefits and fees for authorized municipal stormwater, municipal wastewater or commercial or industrial discharges (each hereinafter defined as an "**Authorized Discharge Facility**"), an additional charge of \$1,500.00 per Authorized Discharge Facility.
- iii. **Lakes and Large Ponds.** In the event the Drainage System includes a lake or a large pond, requiring additional data requests from the Company's engineering team, an additional charge of \$2,500.00.
- iv. **Out-Letting Systems.** An additional charge of 50% of the Per Acre Rate multiplied by all acres evaluated by the Viewers or otherwise determined to be benefitted or damaged by the Redetermination of Benefits, if a contributing drainage system uses the Drainage System. For example, if there is a \$4.00 Per Acre Charge, an additional \$2.00 per acre will be charged for all acres evaluated by the Viewers or otherwise determined to be benefitted or damaged.

2. **PAYMENT.** The Drainage Authority shall pay to the Company all fees, surcharges and other amounts provided for above as follows:

a. **Payment Requests.** The Company shall submit pay requests monthly. The Drainage Authority shall make payment directly to the Company within thirty-five (35) days after the Drainage Authority's receipt of a pay request for the Viewers' Services performed and expenses incurred, subject to the Drainage Authority's good faith review and approval and in accordance with applicable Minnesota law for payment of public claims.

b. **Proration of Per Acre Charge and Out-Letting System Charge.**

- i. **Monthly Amounts.** Because the actual acreage evaluated or otherwise determined to be benefitted or damaged is not definite until completion of the

Redetermination of Benefits, monthly amounts due and owing to the Company for the Per Acre Charge, as well as the Out-Letting Systems charge, shall be calculated and paid based upon ninety percent (90%) of the total estimated acreage to be evaluated or otherwise determined to be benefited or damaged, as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company.

- ii. True-Up Payment. No later than thirty-five (35) days after the Company's submission of its Viewer's Report to the Drainage Authority, the Drainage Authority shall pay for any remaining amounts due and owing for the Per Acre Charge and the Out-Letting System Charge, based upon the actual final acreage evaluated and otherwise determined to be benefitted or damaged. These amounts shall be calculated by taking the Per Acre Charge and the Out-Letting System Charge and multiplying each by the actual acreage, and deducting from each respective charge, the amounts the Drainage Authority has already paid to the Company for each respective charge. To the extent the Drainage Authority has over-paid the Company based upon the actual acreage, the Drainage Authority shall be entitled to a credit for such overpayment.

Notwithstanding any other provision, the Drainage Authority may withhold payment for work not performed in material compliance with this Agreement or applicable law.

- c. Remaining Payments. Any charges or Services performed after submission of the Viewer's Report must be separately documented and approved, and paid within thirty-five (35) days of an approved pay request.
3. ADDITIONAL SERVICES. The Viewers may also furnish such additional services as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services, including, but not limited to, attending hearings, litigation or landowner meetings in-person as opposed to virtually, or revising reports to address issues raised at the Final Hearing (the "**Additional Services**"). The Viewers and the Company will provide a written estimate of costs and fees for any Additional Services to the Drainage Authority and receive written approval to proceed from the Drainage Authority before furnishing such Additional Services.
 4. IMPROVEMENTS. The Services provided under this Agreement are limited to Services for the Redetermination of Benefits. In the event the Drainage Authority requests the Company to perform viewing services for improvements to the Drainage System, including, but not limited to tiling, enlarging, extending, straightening, or deepening of the Drainage System or at the outlet of the Drainage System, construction of ditches to reline or replace tile and construction of tile to replace a ditch, such viewing services are not included as part of the Services provided under this Agreement and the Company and the Drainage Authority shall enter into a separate agreement for such viewing services related to the improvements.

5. **TERM AND TERMINATION.**

a. **Term.** Unless earlier terminated, this Agreement and the Services shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers' Report and statements of benefits and damages, are adopted by the Drainage Authority.

b. **Termination.** The Company or Drainage Authority may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Drainage Authority shall promptly compensate the Company for work performed and expenses incurred under this Agreement through the date of termination based on the amounts provided for under this Agreement, subject to compliance with all statutory obligations and proper delivery and filing of all work product required by Chapter 103E. If either party terminates for cause based on a material breach of this Agreement or applicable law, all rights and remedies available at law or in equity are reserved, and the Company shall defend, indemnify, and hold harmless the Drainage Authority from any third-party claims, resulting from the Company's or any Viewer's non-compliance, willful misconduct, or violation of Chapter 103E.

6. **ADMINISTRATION OF SERVICES**

a. **Company Coordination.** Each Viewer is considered independent in the exercise of their statutory duties and professional judgment, regardless of any employment or contractual relationship with the Company. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the Services, and shall do so without any direction, influence, or interference from the Company or any fear of retribution or adverse consequence for exercising independent judgment. However, the individual Viewers are a member of a three-viewer team and their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers in carrying out their statutory duties, findings, or determinations. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company solely for administrative and logistical purposes.

b. **Viewing Process.** While the Viewers will work collaboratively and strive for consistency in the viewing process, each Viewer retains the statutory right and obligation under Minnesota Statutes Chapter 103E to exercise independent judgment. If the Viewers do not reach agreement on any finding or determination, each Viewer may submit a separate statement to the Drainage Authority as provided by law.

c. **Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All

coordination with the Drainage Authority and its staff shall occur through the lead Viewer, who shall be Scott Henderson. In the event of any conflict between the terms of this Agreement and the Viewers' duties under Chapter 103E, the statutory duties will control.

7. INSURANCE

a. Required Insurance. The Company agrees that in order to protect itself as well as the Drainage Authority, the Company will at all times during this Agreement's term, keep in force the following insurance:

- i. Commercial General Liability. In the amount of \$1,000,000 per occurrence; \$2,000,000 general aggregate; or such other liability amounts as established in Minnesota Statutes 466, as amended.
- ii. Professional Liability. In the amount of \$1,000,000 per claim and in the aggregate.
- iii. Business Automobile Liability. In the amount of \$1,000,000 combined single limit coverage.
- iv. Workers' Compensation Insurance. Workers' Compensation Insurance for all its employees in accordance with statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits of not less than \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury each accident.
- v. Umbrella. An umbrella policy of insurance with limits of not less than \$1,000,000.

b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority. All insurance policies shall waive any right of subrogation against the Drainage Authority, to the extent permitted by law.

c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Company will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

8. DATA PRACTICES

a. Work Product. The Company and the Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by the Company or any Viewer in the course of the drainage proceeding are the property of the

Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' Services, however, the Company may retain copies of such documents and materials for its own records and reporting and retention requirements including obligations under Chapter 103E.

b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

9. RECORDS-AVAILABILITY AND RETENTION

a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Company agrees that the Drainage Authority, the State Auditor, the County Auditors for the Drainage Authority or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Company and involve transactions relating to this Agreement.

b. Records Retention. The Company agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement or as otherwise required by applicable law, including Chapter 103E, whichever is longer.

10. MISCELLANEOUS

a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

c. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or the Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorneys' fees and costs in such an action.

d. Relationship of the Parties. The relationship of the Company to the Drainage Authority is that of an independent contractor for all purposes. The Company and its employees and agents are not employees, agents, representatives, or officers of the Drainage Authority for any purpose, and have no authority to bind the Drainage Authority to any contract or obligation.

- e. **Subcontracting and Assignment.** The Company shall not enter into any subcontract for performance of any Services without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Company shall be responsible for the performance of all subcontractors.

- f. **Conflict of Interest.** The Company certifies that, to the best of its knowledge, no officer or employee of the Drainage Authority or County has any financial interest, direct or indirect, in this Agreement, and that no person associated with the Company has any interest in connection with any property that may be affected by the subject drainage proceeding except as may be disclosed in accordance with law.

- g. **Nondiscrimination.** During this Agreement's performance, the Company agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- h. **Compliance with Laws.** The Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

- i. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.

- j. **Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow.]

[Signature Page to Professional Services Contract.]

The Company having signed this Agreement, the Drainage Authority of Roseau River Watershed District for County Ditch 8 having duly approved this Agreement on the [redacted] day of [redacted] 2026, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

**Roseau River Watershed District
Drainage Authority for Roseau River
Watershed District County Ditch 8**

H2Over Viewers, LLC

By: _____

By: _____
Bryan Murphy

Chair/President of the Roseau River
Watershed District Drainage Authority

Its: President

Change Order No. 2

Project Name: Roseau Lake Rehab, Phase Three	HDR Project No.: 10051748
Project Owner: Roseau River Watershed District	Owner's Project No.:
	Date of Issuance: 2/4/2026
Project Contractor: Gladen Construction, Inc.	Date of Contract: 5/6/2025
	Contract Period: 5/6/2025 – 8/21/2026

It is agreed to modify the Contract referred to above as follows:

CPR #	ITEM AND DESCRIPTION OF CHANGES	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
2.1	Increased Quantity needed for Item "COMMON EXCAVATION" by 10,003 CY x \$14.99/CY (additional muck excavation)	\$149,944.97	None
2.2	Increased Quantity needed for Item "COMMON EMBANKMENT" by 10,003 CY x \$3.07/CY (additional muck excavation)	\$30,709.21	None
2.3	Increase Quantity needed for Item "AGGREGATE SURFACING CLASS 5 MOD" by 504 Ton x \$22.40 (Placed on road North of project)	\$11,289.60	None
2.4	Decreased "COMMON EXCAVATION" by 5,495 CY x (\$2.50)/CY (Reduction of haul distance for spoil)	(\$13,737.50)	None

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order	Contract Time prior to this Change Order
<u>\$ 8,007,599.75</u>	<u>August 21, 2026</u>
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
<u>\$ 178,206.28</u>	<u>None</u>
Revised Contract Price with all approved Change Orders	Revised Contract Time with all approved Change Orders
<u>\$ 8,185,806.03</u>	<u>August 21, 2026</u>

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Accepted for Contractor by:

Gladden Construction Amanda An

Date:

2/4/24

Recommended for Approval by (HDR Engineering, Inc.):

Nathan P. Balogh

Date:

2/4/2026

Approved for Owner by:

Attest:

Date:

Approved: (Other - when required)

Date:

Distribution: Owner Contractor Office Field Other



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contract) 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.: 03-08.1	Application Period: 2/03/2026- 3/02/2026

Application for Payment Change Order Summary

Change Orders Approved by Owner:		Additions	Deductions
Number	Date Approved		
1.1		\$ 197,741.50	\$ -
1.2		\$ 92,801.25	\$ -
1.3		\$ 45,275.25	\$ -
2		\$ 178,206.28	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTALS		\$ 514,024.28	\$ -
NET CHANGE BY CHANGE ORDERS		\$	514,024.28

1. ORIGINAL CONTRACT PRICE	\$ 7,699,778.60
2. NET CHANGE BY CHANGE ORDERS	\$ 514,024.28
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 8,213,802.88
4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate)	\$ 5,599,321.57
5. RETAINAGE: 5% of Completed Work and Stored Material	\$ 279,966.08
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 5,319,355.49
7. LESS PREVIOUS PAYMENTS	\$ 5,150,059.52
8. AMOUNT DUE THIS APPLICATION	\$ 169,295.97
9. BALANCE TO FINISH	\$ 2,614,481.31
10. PERCENT COMPLETE	68.17%

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: *Amanda Olson* Controller Date: 2/27/24

Payment of:

\$ 169,295.97 is recommended.

HDR Engineering, Inc.

By: *Nate Dalager* Date: 2/26/2026

Roseau River Watershed District

By: _____ Date: _____



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District Owner's Project No.: For (Contract): Roseau Lake Rehab, Phase 3 and 4	From (Contractor): Gladen Construction, Inc. Contractor's Project No.: Application No.: 03-08.1
Via (Engineer): Nate Dalager Engineer's Project No.: 10051748 Application Period: 2/03/2026- 3/02/2026	

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
03-07.1	12/22/2025- 2/02/2026	\$ 339,370.78



Contractor's Application and Certificate for Payment

For (contract):		Roseau Lake Rehab, Phase 3 and 4		Contractor:		Gladden Construction, Inc.															
Application No.:		03-08.1		Application Period:		2/03/2026- 3/02/2026															
		A		B		C		D		E		F		G		H		I		J	
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	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 (A - F)								
						From Previous Applications	This Period						Total Cost Complete to Date	Quantity to Finish (A - F)							
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	\$0.00	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	\$0.00	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	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	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	\$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	\$0.00	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	\$0.00	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	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	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	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	0.00							
2452.5	PILING - H-Pile (LF)	LF	4070	\$75.00	\$ 305,250.00	2375.00	0.00	0.00	2375.00	58.35%	\$0.00	\$178,125.00	\$0.00	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	\$0.00	3.00							
2461.502	EAST INLET STRUCTURE (LS)	EA	1	\$1,750,000.00	\$ 1,750,000.00	0.075	0.000	0.00	0.08	7.50%	\$0.00	\$131,250.00	\$0.00	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	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	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	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	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	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	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	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	\$0.00	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	\$0.00	268.00							
2511.514	RANDOM RIPRAP - CLASS 4	CY	1405	\$98.00	\$ 137,690.00	1143.00	0.00	0.00	1143.00	81.35%	\$0.00	\$112,014.00	\$0.00	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	\$0.00	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	\$0.00	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	\$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	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	\$0.00	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	\$0.00	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	\$0.00	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	\$0.00	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	\$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	\$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	\$0.00	7330.00							

Ch.Order #1	AGGREGATE SURFACING, CLASS 5 MOD (CV)	TON	8635	\$22.90	\$	197,741.50	7484.00	0.00				7484.00	86.67%	\$0.00	\$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
Ch.Order #2	COMMON EXCAVATION	CY	10003	\$14.99	\$	149,944.97	0.00	10,003.00				10003.00	100.00%	\$149,944.97	\$149,944.97	0.00
Ch.Order #2	COMMON EMBANKMENT	CY	10003	\$3.07	\$	30,709.21	0.00	10,003.00				10003.00	100.00%	\$30,709.21	\$30,709.21	0.00
Ch.Order #2	AGGREGATE SURFACING, CLASS 5 MOD (CV)	TON	504	\$22.40	\$	11,289.60	0.00	504.00				504.00	100.00%	\$11,289.60	\$11,289.60	0.00
Ch.Order #2	COMMON EXCAVATION (DECREASED COST-HAUL DISTANCE)	CY	5495	(\$2.50)	\$	(13,737.50)	0.00	5,495.00				5495.00	100.00%	-\$13,737.50	-\$13,737.50	0.00
	SUBTOTAL OF PROJECT BID ITEMS					\$7,699,778.60								\$178,206.28	\$5,599,321.57	



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contractor): The Spruce Valley Corporation	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehabilitation Project - Phase 5	Application No.: 1.1	Application Period: 1/21/2026- 2/14/2026

Summary of Previous Payments

Application No.	Application Period	Payment Amount

Application No.	Application Period	Payment Amount



Contractor's Application and Certificate for Payment

For (Contract):		The Spruce Valley Corporation																	
Application No.:		Application Period:																	
1.1		11/21/2026-2/14/2028																	
A		B		C		D		E		F		G		H		I		J	
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	Work Completed From Previous Applications	This Period	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 (A - F)						
1404.500	MAINTENANCE OF TRAFFIC, CONTROL OF TRAFFIC, TRAFFIC CONTROL DEVICES, AND RESTORATION OF HAUL ROADS (LS)	LS	1	\$4,700.00	\$ 4,700.00	0.00	0.10	0.00	0.10	10.00%	\$470.00	\$470.00	0.90						
2021.501	MOBILIZATION (LS)	LS	1	\$280,344.00	\$ 280,344.00	0.00	0.50	0.00	0.50	50.00%	\$140,172.00	\$140,172.00	0.50						
2101.501	CLEARING AND GRUBBING (P)	ACRE	84	\$400.00	\$ 33,600.00	0.00	84.00	0.00	84.00	100.00%	\$33,600.00	\$33,600.00	0.00						
2108.507	COMMON EXCAVATION (EV) (P)	CY	236000	\$5.80	\$ 1,368,800.00	0.00	35,500.00	0.00	35,500.00	15.04%	\$205,900.00	\$205,900.00	209,500.00						
2108.507	COMMON EMBANKMENT(CV) (P)	CY	120000	\$5.40	\$ 648,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	120,000.00						
2108.5	GEOSYNTHETIC CONSTRUCTION MATERIALS (SY)	SY	34500	\$1.30	\$ 44,850.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	34,500.00						
2118.508	AGGREGATE SURFACING, CLASS 5 MOD (CV)	TON	14402	\$29.50	\$ 338,447.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	14,402.00						
2573.502	DEWATERING	LS	1	\$2,500.00	\$ 2,500.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	1.00						
2573.504	DISK ANCHORING	ACRE	79	\$22.55	\$ 1,781.45	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	79.00						
2574.508	WOOD FIBER AND BLANKET SYSTEM	LF	800	\$5.55	\$ 4,440.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	800.00						
2574.507	SOIL BED PREPARATION	ACRE	79	\$95.55	\$ 7,548.45	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	79.00						
2575.501	FERTILIZER, TYPE 1 (50 lbs per acre)	POUND	3950	\$0.75	\$ 2,962.50	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	3,950.00						
2575.502	SEEDING	ACRE	78	\$95.55	\$ 7,548.45	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	78.00						
2575.504	MULCH MATERIAL TYPE 1 (2 tons per acre)	TON	158	\$115.55	\$ 18,256.90	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	158.00						
2575.507	TURF REINFORCEMENT MAT, CATEGORY 4	SY	3733	\$19.75	\$ 73,726.75	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	3,733.00						
2575.508	WEED CONTROL AND INVASIVE SPECIES PREVENTION	LS	1	\$1,785.55	\$ 1,785.55	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	1.00						
2575.509	SEED MIXTURE, Mesic Inslope (85 lbs per acre)	POUND	5135	\$7.05	\$ 36,201.75	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	5,135.00						
				\$	\$ 2,875,492.80			\$	\$ 380,142.00	\$	\$ 380,142.00	\$	\$ 5135.00						



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contractor): The Spruce Valley Corporation	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehabilitation Project - Phase 5	Application No.: 1.2	Application Period: 1/21/2026- 2/14/2026

Summary of Previous Payments

Application No.	Application Period	Payment Amount
1.1	1/21/2026- 2/14/2026	\$ 361,134.90

Application No.	Application Period	Payment Amount

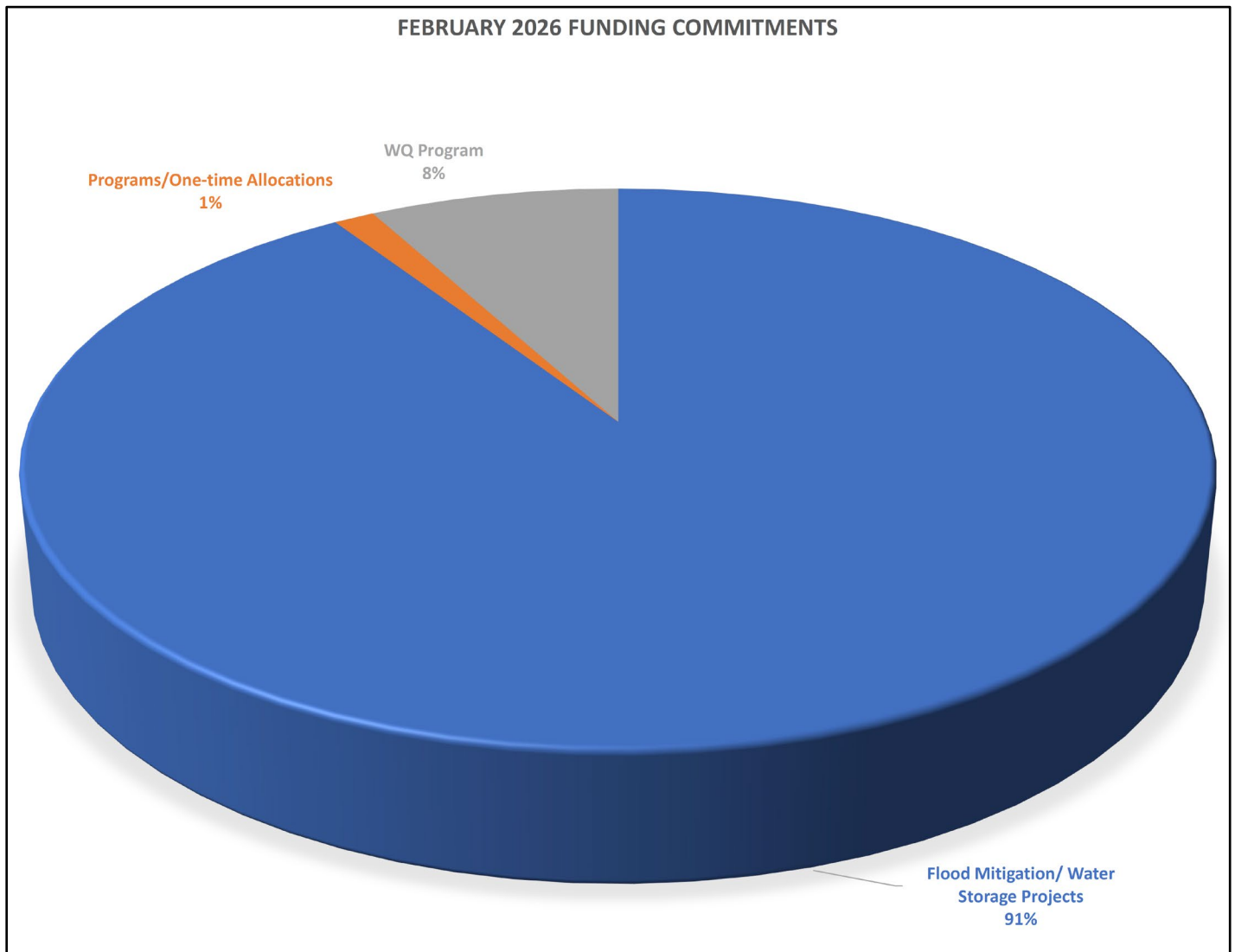


Meeting Highlights – February 17, 2026

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:	\$ 20,969,177.40
• Water Quality Program – Base Funding:	\$ 820,892.00
• Water Quality Program – Competitive Funding:	\$ 706,314.88
• Annually Funded Programs/One-time Allocations:	\$ 523,273.40
TOTAL Remaining Funding Commitments:	\$ 23,019,657.68

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



2. **Water Resources Development Act (WRDA):** Staff from Congresswoman Michelle Fischbach's office connected into the meeting electronically to provide updates and information about RRWMB projects that have been submitted for the next WRDA bill at Congress. The RRWMB Managers discussed access and overland flooding issues near the City of Oslo, MN. As a result, the RRWMB will continue to be involved in the Northern Red River Flood Study that is being currently conducted by the US Army Corps of Engineers along with the Departments of Transportation from Minnesota and North Dakota.
3. **Draft Red River Basin Water Quality Offset Plan:** The Red River Basin Commission presented information to the RRWMB Managers about the Plan, which is soon to be finalized. The RRWMB Managers directed the RRWMB Water Quality and Monitoring Advisory Committee to review the Plan once it is approved and to determine how flood mitigation – water storage projects can provide opportunities for water quality trades with municipalities.
4. **RRWMB Drainage Report:** The RRWMB Managers approved a drainage report to highlight local rules and regulations in the RRB. [2026 Local Drainage Management in the RRB of Minnesota](#)
5. **Resolution for Legislative-Citizens Commission on Minnesota Resources (LCCMR) Application – Rural Floodplain Modeling:** Hoston Engineering Incorporated provided an update on the LCCMR application process. A resolution and letter of support templates developed by the LCCMR were reviewed and approved by the RRWMB Managers. A map indicating areas to be mapped can be found at the following link: [Rural Flood Mapping Project Areas 2026](#)
6. **Red Lake Watershed District (RLWD) Request for Legislative Assistance:** The RRWMB Managers approved the use of Park Street Public by the RLWD to work with RRB legislators to introduce legislation related to buyouts for eight homes in the City of Crookston, MN.
7. **River Watch Forum:** Will be held on February 25, 2026 at the Alerus Center in Grand Forks, ND. RRWMB Manager Bill Petersen will attend and a flyer at the following link provides details about the event: [2026 River Watch Forum](#)
8. **RRWMB Trip to Washington D.C.:** The Managers heard that the Executive Directors from the Red River Retention Authority and RRWMB are planning a trip to Washington D.C. during the week of April 13, 2026. The purpose of the trip will be to meet with congressional members and their staff, federal agencies, and other entities to discuss federal funding needs for flood mitigation – water storage projects, permitting efficiencies and streamlining, and related matters.
9. **Minnesota Watersheds Legislative Conference:** Updates were provided regarding the upcoming Conference to be held in St. Paul, MN the week of March 2, 2026, with the following events to be held:
 - **Monday, March 2, 2026:** Individual RRWMB membership meetings with legislators.
 - **Tuesday, March 3, 2026:** Capitol Ridge Hotel, St. Paul, MN.
 - MN Association of Watershed Administrators meeting.
 - MN Watersheds Meetings and Events: <https://www.mnwatersheds.com/legislative-event>
 - **Wednesday, March 4, 2026:** The RRWMB will hold several meetings with state agencies.
10. **Next Regular RRWMB Meeting:** The RRWMB will hold its next meeting on Tuesday, March 17, 2026 at 9:00 a.m. at the Courtyard by Marriott, Moorhead, MN. **NOTE – THIS IS A TIME CHANGE.**

ADMINISTRATOR'S UPDATE

March 12, 2026

Governing Documents update: It's been a few years since we've done a review of the governing documents. I'd like to update the committee and spend some time doing some updates and clarifications. We can discuss more at the meeting.

Bookkeeping / online bill pay: I'd like to start paying some of our monthly bills online, specifically REA, Marco, Marco Technologies, Version, and maybe the City of Roseau utilities. I need board approval to begin this process. We can discuss more at the meeting.

Misc:

- Joe has surgery scheduled for April 2nd so I'd like to request moving the Board meeting to April 9th at 8 a.m.
-