

REGULAR MEETING of the BOARD OF MANAGERS
Wednesday January 5th – 12:00 p.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Draft Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **BOARD REORGANIZATION:** _____

❖ **CONSENT AGENDA:** _____

- December 1, 2021 regular board meeting minutes
- Treasurer's report as handed out
- Review and approve manager and employee expense vouchers
- _____

❖ **DELEGATIONS:** _____

❖ **PERMITS:** _____

❖ **NEW BUSINESS:** _____

- Manager per diems
- Regional Park and Trails resolution

❖ **OLD BUSINESS:** _____

- Land sale resolution: edits to December version

❖ **REPORTS:**

- RRWMB: _____
- Specialist: _____
- Administrator: _____

❖ **PROJECTS UPDATE:**

- WD #4 update: _____
- CD #16 Improvement:
 - Change Order #1
- Roseau Lake: _____
- Whitney Lake Sites A & C: _____

❖ **CLOSED MEETING RESOLUTION:**

❖ **OTHER ITEMS:** _____

❖ **NEXT MEETING DATE:** February 2, 2022 @ 12:00 p.m.

❖ **MOTION TO ADJOURN:** _____

❖ **DATES TO REMEMBER:**

- RRWMB – January 11th @ 10 am, EGF Government Center
- Jan 11 – 13 – RRBC Conference, Alerus Center, Grand Forks

Reorganization of Board Officers

~Board Discussion

_____ acts as teller.

Role of Chairperson: serve as chairperson for all meeting; sign and deliver any contracts, deed, correspondence or other instruments pertaining to the business of the District; be a signatory to the District's accounts; oversee development of meeting agendas; have full voting privileges at all times, vote on any issue, and not need to confine his/her voting to break ties in voting by the Managers.

Call for nominations for **Chairperson**: (2021 Chairmanship held by Manager Diesen)

Manager _____ nominates Manager _____ for the office of Chairperson. Any further nominations _____

Motion to cease nominations and cast a unanimous ballot for Manager _____ for Chairperson. 1st _____ 2nd _____

The meeting is turned over to Chairman _____

Role of the Vice-Chair: discharge the Chairperson's duties in the event of the absence or disability of the Chairman and be a signatory to certain instruments and accounts of the District.

Call for nominations for **Vice-Chairperson**: (2021 Vice-Chairmanship held by Manager Braaten)

Manager _____ nominates Manager _____ for the office of Chairperson. Any further nominations _____

Motion to cease nominations and cast a unanimous ballot for Manager _____ for Vice-Chairman. 1st _____ 2nd _____

Role of the Secretary: oversee the preparation and distribution of the minutes of all meetings of the District; mail minutes in advance of meeting; suspend oral reading of minutes at regular meeting; certify levies, records and proceedings of the District; maintain all approved and revised meeting minutes at the District office and oversee the preparation and proper notice of all meetings called by District Managers.

Call for nominations for **Secretary**: (2021 Secretary held by Manager Schmalz)

Manager _____ nominates Manager _____ for the office of Chairperson. Any further nominations _____

Motion to cease nominations and cast a unanimous ballot for Manager _____ for Secretary. 1st _____ 2nd _____

Role of the Treasurer: review the District's financial accounts and records; be a signatory to District's accounts and financial records; arrange for an annual audit of the District's financial records; provide the board with monthly reports of records to describe the financial condition of the District and ensure that receipts are provided for the receipt of all currencies.

Call for nominations for **Treasurer**: (2021 Treasurer held by Manager Wensloff)

Manager _____ nominates Manager _____ for the office of Chairperson. Any further nominations _____

Motion to cease nominations and cast a unanimous ballot for Manager _____ for Treasurer. 1st _____ 2nd _____

Appointments

	<u>2021</u>	<u>2022</u>
Official Depository	Bremer Bank, Citizens State Bank and Border State Bank	_____
Official Newspaper	Roseau Times-Region	_____
Legal Council	Moren Law Office	_____
Engineering Firm	No primary engineering firm	_____
Project Team Delegates	Lake Bottom – Braaten & Wensloff Whitney Lake – Wensloff & Braaten All managers are alternates	_____ _____
FSA Representative	Manager Diesen	_____
RRWMB representative	Manager Braaten, Delegate Manager Voll, Alternate	_____ _____
RRIW representative	Managers Voll & Schmalz	_____
Personnel	Managers Braaten & Voll	_____
Land Use / Building	Managers Diesen & Wensloff	_____

2021 Meetings

Regular meetings:

January 5 – 12 p.m.
February 2 – 12 p.m.
March 2 – 12 p.m.
April 6 - 8 a.m.
May 4 – 8 a.m.
June 1 -- 8 a.m.

July 6 – 8 a.m.
August 3 -- 8 a.m.
September 7 – 8 a.m.
October 5 – 8 a.m.
November 2 – 8 a.m.
December 7 -- 8 a.m.

MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD OF MANAGERS MEETING HELD DECEMBER 1, 2021

The meeting was held at the Roseau River Watershed District office located at 714 6th Street SW, Roseau, MN 56751.

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

MANAGERS PRESENT: Jason Braaten, Carter Diesen, Cody Schmalz, LaVerne Voll, and Tony Wensloff.

STAFF PRESENT: Watershed Specialist McCormack and Administrator Halstensgard.

OTHERS PRESENT: Mitch Magnusson, landowners; Daryle Wicklund, County Commissioner; Rob Wagner, Mike Baumgartner, and Roger Beiswenger, viewers; Tom Johnson, landowner.

CONSULTING STAFF PRESENT: Dillon Nelson and Jake Huwe, HDR Engineering; and Michelle Moren, Attorney.

Manager Schmalz took the Oath of Office.

AGENDA: A **motion** was made by Manager Wensloff, seconded by Manager Braaten to approve the agenda as amended with the addition of a presentation on the River Restoration Project at 9:00 a.m. Motion carried unanimously.

CONSENT AGENDA: A **motion** to approve the Consent Agenda was made by Manager Braaten and seconded by Manager Schmalz. The motion carried unanimously. Adoption of the Consent Agenda included approving the November 3, 2021 regular meeting minutes as handed out, the Treasurer's Report, Permits #21-28, and manager expense vouchers.

PERMITS:

After discussion implications of work proposed in permit application #21-26 (Isaac Erickson), Manager Wensloff made a **motion** to table the permit and request additional information, seconded by Manager Voll. Specialist McCormack will reach out to Mr. Erickson in writing for additional information. Motion carried unanimously.

DELEGATES: There were no delegates for this meeting.

REPORTS:

ADMINISTRATOR: Administrator Halstensgard updated the board on the following items:

- The meeting of watershed district administrators and SWCD managers that was held in Baxter. The 1W1P process has been bringing the two organizations together for the last several years but there was a lack of basic knowledge on how the other entity functioned. The purpose of this meeting was to gain a better understanding of how each organization functions.
- Red River Basin Commission (RRBC) Conference: The conference is scheduled for Jan 11 – 13, 2022 in Grand Forks. Administrator Halstensgard will be presenting on the

WMA project and possibly the River Restoration project. There was discussion on which managers would likely attend.

WATERSHED SPECIALIST: Specialist McCormack provided the following update to the Board:

- Roseau Lake rare plan survey submitted.
- CD 16 construction oversite
- Mitigation site is ready for construction in the spring
- Oak Crest Coulee survey work
- Lost River project scope of work changes – A **motion** was made by Manager Braaten, seconded by Manager Wensloff to approve the WSB contract for the amended scope of work. Motion carried unanimously.

RRWMB: Manager Braaten updated the board on LIDAR flight completion. The Roseau has asked to be a pilot area for the data transfer. Specialist McCormack has been working with Grit May at the International Water Institute on mapping this area. Manager Braaten stated that one of the RRWMB lobbyist has resigned so they will be looking for a replacement.

NEW BUSINESS:

BWSR is offering training sessions for managers on February 4th in Warren and February 11 in Barnsville.

There was discussion on the Citizens Advisory Committee (CAC meeting) scheduled for December 16th.

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

PROJECTS:

Manager Braaten recused himself from the Board for the CD 16 Improvement discussion. **CD #16:** Administrator Halstensgard stated that after some discussion with County Commissioners and staff, and attending the County Board meeting on November 23, there was some clarification on the process of funding MN Statute 103E projects. The County has requested a joint meeting with a suggested date of January 11th.

Engineer Huwe reviewed Zavoral's payment requests for work completed. Manager Voll made a **motion** to pay Contractor's Payment Application Number 2-1 and Contractor's Payment Application Number 1-1, motion seconded by Manager Wensloff. Motion carried with Manager Braaten abstaining.

Manager Braaten rejoined the Board.

Roseau Lake: -- Administrator Halstensgard discussed utilizing SD 51 funds for a portion of the construction costs of the project. At the November meeting the board opted to proceed with Option #2 basing the amount on the SD #51 fund balance. After discussion, Manager Voll made a **motion** to allocate 3.5% of the annual SD #51 fund balance to the project and include that spreadsheet in the resolution. The motion was seconded by manager Schmalz. Motion carried unanimously. A **motion** was made by Manager Wensloff, seconded by Manager Voll, to adopt the resolution to Utilize State Ditch #51 funds for the Roseau Lake Rehabilitation Project. Motion carried unanimously.

Whitney Lake: Engineer Huwe discussed the findings of the survey of the outlet of Site A, State Ditch 20. It is apparent that the historical records are incomplete and with the recent survey, it may be beneficial for the County as the jurisdictional authority for that system to reestablish the record. In the joint meeting with the County, the issues in this area could be an additional agenda item. A Project Team meeting will be scheduled in January or February.

River Restoration: Engineer LeClair gave a presentation on the results of the modeling work that's been completed and described changes to the original project concept. This presentation will also be given at the CAC meeting.

WD#4: Viewer Rob Wagner gave a presentation on their findings based on the drainage area of the proposed project. With the current evaluation, the benefits do not outweigh the cost. A meeting with the petitioners will be scheduled to review options. There was extensive discussion on the benefitted area and establishment of the system.

Administrator Halstensgard read aloud the resolution (see attached). A **motion** was made by Manager Wensloff, seconded by Manager Braaten to adopt the amended resolution to close the meeting to discuss land acquisition. Motion carried unanimously.

A **motion** was made by Manager Voll, seconded by Manager Wensloff, to open the public meeting. Motion carried unanimously. A **motion** was made by Braaten, seconded by Manager Wensloff to adopt the *RESOLUTION IN SUPPORT OF THE SALE OF LAND ACQUIRED WITH MINNESOTA STATE GENERAL OBLIGATION BONDS*. Motion carried with Manager Voll opposed.

A **motion** was made by Manager Wensloff, seconded by Manager Voll to accept the letter of intent from JBC Commercial Real Estate to purchase a portion of the Watershed's lot with the condition that the purchaser pay for a legal survey and all closing costs. Motion carried unanimously.

Based on employee evaluations and review by the Personnel Committee, a **motion** was made by Manager Wensloff, seconded by Manager Schmalz to increase the Administrator and Watershed Specialist salaries by 3.5% and increase the cell phone stipend from \$50 to \$100 per month.

After a **motion** by Manager Voll and second by Manager Wensloff, the meeting was adjourned at 11:00 a.m. Motion carried unanimously.

Respectfully submitted,

Cody Schmalz, Secretary

Tracy Halstensgard, Administrator

RRWD December 2021 Treasurer's Report

RRWD Checkbook Balance as of November 19, 2021	\$1,153,892.06
Receipts:	
Roseau County -- share of taxes	\$ 174,259.74
City of Roseau -- Oak Crest Coulee Study cost share	\$ 1,787.50
Citizens State Bank -- interest 10-18-21	\$ 1.99
Total:	\$ 176,049.23
Bills:	
Tracy Halstensgard -- Salary and Insurance	\$5,039.64
Torin McCormack -- Salary and Insurance	\$5,486.64
Jason Braaten -- Per diem & expenses	\$209.34
Carter Diesen -- Per diem & expenses	\$110.27
Tracy Halstensgard -- mileage & expenses	\$464.32
Cody Schmalz -- Per diem & expenses	\$145.55
LaVerne Voll -- Per diem & expenses	\$225.02
Tony Wensloff -- Per diem & expenses	\$92.35
Internal Revenue Service -- Withholding	\$3,925.47
Minnesota Department of Revenue -- Withholding	\$630.00
PERA -- Employer / Employee Contribution	\$1,686.28
Cardmember Services -- web service fees, meeting expenses, supplies	\$597.44
City Of Roseau -- utilities	\$196.15
Marco -- Copier agreement	\$162.66
Minnesota Energy -- Natural Gas	\$84.40
Minnesota Energy -- Natural Gas	\$199.36
Patrick Moren Law Office -- Legal Fees	\$2,100.00
Roseau Times Region -- Meeting Notices	\$96.20
Roseau Electric Co-op -- Int/phone --	\$154.60
Northern Resources Cooperative -- gas for work truck	\$41.21
Northern Resources Cooperative -- gas for work truck	\$272.66
Verizon Wireless -- Trimble	\$40.01
Halverson Sand & Gravel -- SW Outlet Structure repair - Norland	\$499.25
Red River Watershed Management Board -- Share of taxes	\$44,564.62
Smith Partners -- CD #16 legal consultation	\$808.50
Dot.com connection -- website	\$120.00
Quick Print -- CD #16 plans	\$75.40
Carlson Prairie Seed Farm -- native seed	\$3,627.98
Houston Engineering -- River Restoration through November 13	\$66,121.00
WSB -- Lost River project	\$13,848.00
HDR -- 1200365685, 1200385186 & 1200385190	\$4,852.36
HDR -- 1200385194, 1200385193 & 1200385188	\$50,219.01
RJ Zavoral & Sons - CD #16 Improvement, Payment Summary 2-1	\$35,635.97
RJ Zavoral & Sons - CD #16 Improvement, Payment Summary 1-1	\$103,979.45
City of Roseau -- City Center deposit	\$50.00
LSSP Corporation -- Pinpoint subscription	\$1,302.00
Tammy Jo's -- CAC/1W1P meeting meal	\$818.73

Total:	\$348,481.84
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January 2022 Treasurer's Report

Checkbook Balance as of December 27, 2021	\$1,367,292.60
Receipts:	
Roseau County -- share of taxes	\$ 80,045.05
Beltrami County -- share of taxes	\$ 110.39
Lake of the Woods County -- share of taxes	\$ 263.44
Marshall County -- share of taxes	\$ 2,343.92
Kittson County -- share of taxes	\$ 3,253.12
League of MN Cities -- dividend	\$ 259.00
Marshall County -- share of taxes	\$ 270.39
Red River Watershed Management Board -- Roseau Lake funding advance	\$ 480,000.00
SWCD -- Oak Crest Coulee Study cost share	\$ 1,787.50
Citizens State Bank -- interest 11-15-21	\$ 8.63
Total:	\$ 568,341.44
Bills:	
Tracy Halstensgard -- Salary and Insurance	\$5,039.64
Torin McCormack -- Salary and Insurance	\$5,486.64
Internal Revenue Service -- Withholding	
Minnesota Department of Revenue -- Withholding	\$630.00
PERA -- Employer / Employee Contribution	\$1,696.28
Cardmember Services -- web service fees, meeting expenses, supplies	
City Of Roseau -- utilities	
Marco -- Copier agreement	\$166.15
Minnesota Energy -- Natural Gas	
Patrick Moren Law Office -- Legal Fees	
Roseau Times Region -- Meeting Notices	
Roseau Electric Co-op -- Int/phone --	\$158.60
SuperOne - supplies	
Northern Resources Cooperative -- gas for work truck	
Verizon Wireless -- Trimble	\$40.01
Wild 102 -- 1W1P meeting advertisement	\$90.00
Red River Watershed Management Board -- Share of taxes	\$14,785.29
Smith Partners -- CD #16 legal consultation	\$902.50
Red River Watershed Management Board -- Stream gage cost share	\$11,621.50
Roseau Electric Co-op -- CD #16 moving utilities	\$67,200.00
North Pine Services -- snow removal	\$184.38
Houston Engineering -- River Restoration through December 11	\$22,753.25
Houston Engineering -- Oakcrest Coulee through November 13	\$2,177.40
WSB -- Lost River project	
Jon Schauer -- Accounting consultation	\$1,051.56
Red River Basin Commission -- conference registration	
HDR -- 10-24-21 to 11-20-21 -- General services Inv #1200391380	\$1,814.49
HDR -- 9-26-21 to 11-20-21 -- WD #4 Inv 1200391399	\$4,133.54
HDR -- 9-26-21 to 10-23-21 -- Whitney Lake Site A - Inv #1200391393	\$5,349.47
HDR -- 10-24-21 to 11-20-21 -- Roseau Lake - Inv #1200391383	\$32,414.80

HDR -- 10-24-21 to 11-20-21 -- CD #16 - Inv #1200391390	\$21,192.73
Total:	\$198,888.23

ROSEAU RIVER WATERSHED DISTRICT RESOLUTION NO. _____

RESOLUTION SUPPORTING REGIONAL PARK OR TRAIL DESIGNATION APPLICATION IN GREATER MINNESOTA:

Park or trail name: Roseau River Water Trail
Location: Roseau County Date of Resolution: _____

Check below as identified on application:

- ☐ Lead Applicant - City of Roseau
- ☐ Joint Applicant - Roseau County
- ☐ Joint Partner - Roseau River Watershed District

BE IT RESOLVED that the Roseau River Watershed District, as Joint Partner, has the authority to act as legal public sponsor for the application described in the *Request for Designation as a Regional Park or Trail in Greater Minnesota*. As joint applicant(s)/partner(s) Roseau County and Roseau River Watershed District we formally support(s) and authorize(s) the applicant's submission on behalf of the partnership.

BE IT FURTHER RESOLVED that as lead applicant and joint applicant(s)/partner(s) we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted.

BE IT FURTHER RESOLVED that, should the Roseau River Water Trail receive formal designation as a regional park or trail in Greater Minnesota by the Commission, that as the lead applicant or joint applicant(s)/partner(s) we have the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park or trail.

BE IT FURTHER RESOLVED that listed applicant and joint applicant(s)/partner(s) certify they will comply with all applicable laws and regulations associated with regional designation and any future grant funding for their respective portions of any project.

I CERTIFY THAT the above resolution was adopted by the listed lead applicant and joint applicant(s)/partner(s) Board or Council.

By _____
Carter Diesen, Chairman
Date _____

Witnessed:

Secretary
Date _____

The following resolution was adopted by the board of manager at the December 1, 2021 meeting on a motion made by Manager Braaten, seconded by Manager Wensloff. The motion carried with four managers in favor and one opposed.

RESOLUTION IN SUPPORT OF THE SALE OF LAND ACQUIRED WITH MINNESOTA STATE GENERAL OBLIGATION BONDS

Whereas; the Roseau River Watershed District board of managers developed and constructed the Roseau West Interceptor and Wetland Restoration Project; and

Whereas; the Roseau River Watershed District has operated and maintained the project area since 2006; and

Whereas; as part of the project, the Roseau River Watershed District obtained certain parcels of real property described as the SE1/4 of the SE1/4 of Sect. 33 T163N-R40W ("Property"), which at the time were deemed necessary for the project; and

Whereas; the acquisition of the Property project was funded in part by the State of Minnesota by that certain Grant Agreement -End Grant dated _____, 2006 by and between the Department of Natural Resources of the State of Minnesota and Roseau River Watershed District; and

Whereas; the subject real property Property considered for sale ~~have~~ has limited natural resource values due to the proximity to local roadways, ditches and agricultural lands and said property does not have resource values comparable to other parcels to meet the overall habitat goals of the site; and

Whereas; there is demonstrable evidence showing the acres being considered for sale are no longer required for the project to function as needed; and

~~**Whereas;** said property is described as the SE1/4 of the SE1/4 of Sect. 33 T163N R40W;~~

Therefore, be it resolved that; the Roseau River Watershed District board of managers finds that the Property is no longer usable to carry out the governmental purpose for which it was originally acquired and that the sale of the described Property is practical and in keeping with the need of the project;

ROSEAU RIVER WATERSHED DISTRICT

Carter Diesen, Chair

ATTEST:

Cody Schmalz

Secretary

Dated: _____, 2021

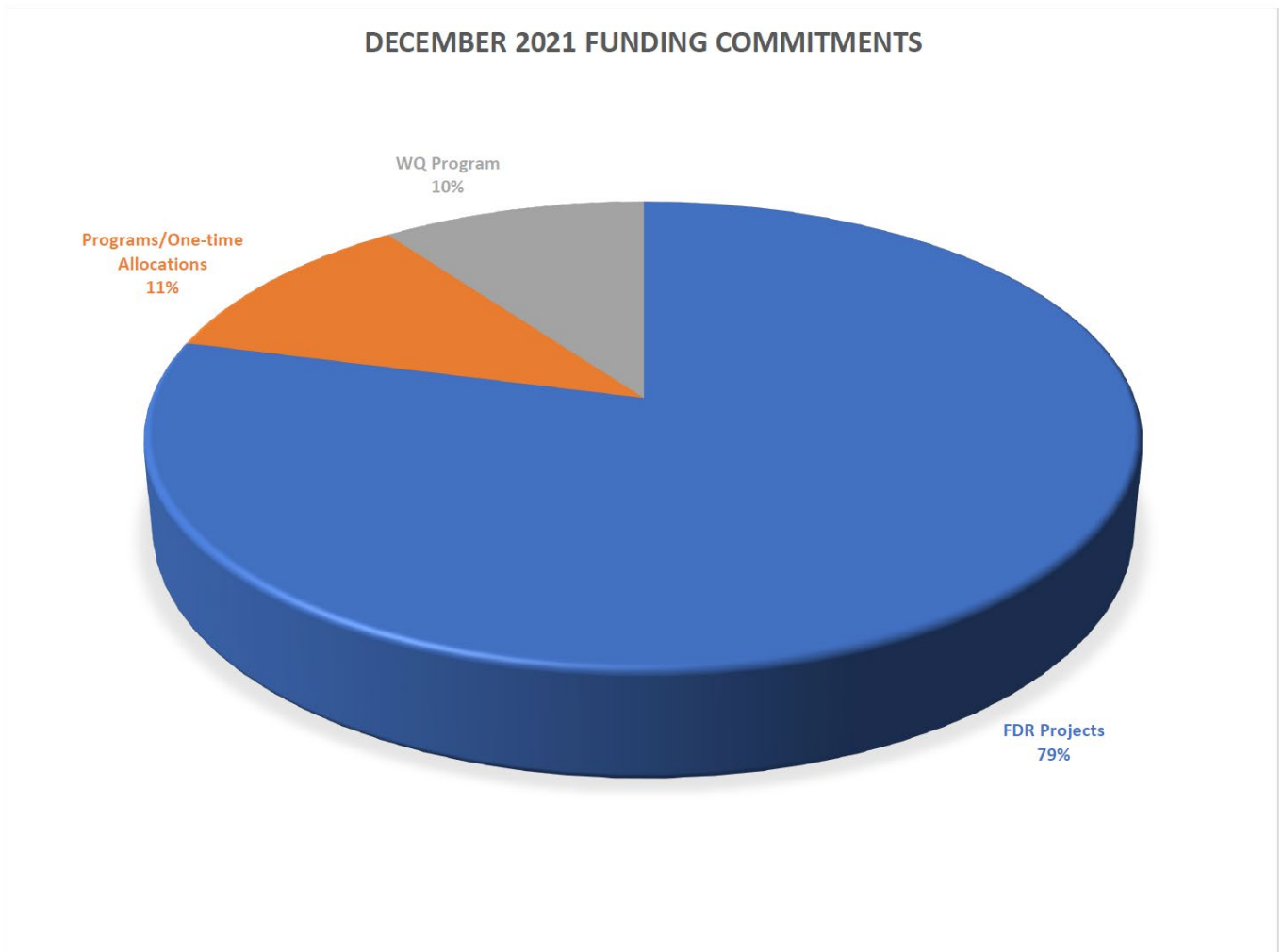


Meeting Highlights – December 14, 2021

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

• FDR Projects:	\$19,687,075.80
• Water Quality Program:	
○ Base Funding	\$ 365,926.27
○ Competitive Funding	\$ 2,126,316.53
• Annually Funded Programs/One-time Allocations:	\$ 2,699,801.87
<u>TOTAL Remaining Funding Commitments:</u>	<u>\$24,879,120.47</u>

Below is an illustration of current RRWMB funding commitments as of December 2021. Annual operating expenses are not included in funding commitments.



2. Legislative Open House: The RRWMB held its 4th Annual open house with approximately 50 people in attendance in person and virtually. The RRWMB thanks its member watershed districts for presenting information about multipurpose water storage projects that are in progress or have been recently completed. The RRWMB also thanks the following legislators for their participation in the event:

- Senator Mark Johnson
- Senator Kent Eken
- Representative Debra Kiel
- Representative John Burkel
- Representative Paul Torkelson
- Representative Rick Hanson
- Representative Dean Urdahl

3. 2022 RRWMB Legislative Priorities: The RRWMB Managers approved moving forward with a Red River Basin specific bonding bill for multipurpose water storage of its member watershed districts for the following projects:

Watershed District (WD)	Project Name	Requested Amount
Bois de Sioux WD	Redpath Impoundment	\$12,900,000
Middle-Snake-Tamarac Rivers WD	JD 19/Nelson Slough	\$4,150,000
Middle-Snake-Tamarac Rivers WD	JD 14/Lilac Ridge	\$3,000,000
Middle-Snake-Tamarac Rivers WD	City of Newfolden	\$4,668,000
Roseau River WD	Roseau Lake Bottom	\$7,000,000
Roseau River WD	Whitney Lake	\$1,000,000
Two Rivers WD	Klondike Clean Water Retention	\$13,500,000
Wild Rice WD	City of Perley Phase 2	\$625,000
Wild Rice WD	Flood-prone Property Acquisitions	\$214,000
TOTAL:		\$47,057,000

The Managers determined that the RRWMB will not lead any statewide efforts as it has done in the past. Regarding farmstead ring dikes, the RRWMB will request \$360,000 for farmstead ring dikes for member watershed districts with the recommended cost-share breakdown: 50% - State of Minnesota, 25% - RRWMB, 12.5% - member watershed district, and 12.5% - landowner. Regarding the Re-invest in Minnesota (RIM) Program, the RRWMB will support funding for existing RIM allocations at the Lessard-Sams Outdoor Heritage Council. Lastly, the RRWMB will not be seeking any funds for LiDAR activity.

4. City of Perley Flood Levee Improvement Project: The Wild Rice Watershed District (WRWD) requested \$625,000 from the RRWMB for the City of Perley for road raises and improvement of the existing flood levee. The Managers approved the request, and the Project will be funded in conjunction with several other funding partners.

5. Next Meeting: The RRWMB will hold its next meeting on Tuesday, January 11, 2022 at 10:00 a.m. at the City of East Grand Forks Government Center – 600 DeMers Avenue, East Grand Forks, Minnesota, 56721. Several RRWMB Managers will be attending the Red River Basin Commission annual conference at eh Alerus Center in Grand Forks from January 11 to January 13, 2022.

ADMINISTRATIVE UPDATE

January 5, 2022

CD 16 Improvement: Jake has a change order to present to the board.

WD #4: We were awarded the CWF grant for the SWIs. We are meeting with the viewers' at HDR's office on Jan. 6th.

Roseau Lake:

- We will be closing a portion of the meeting to discuss land acquisition. Moving forward with purchase agreements is required before we can submit permit applications.

Checking Account: Since Zavoral was not able to get as much work done this fall as anticipated, I'd suggest we transfer funds from the checkbook back to an investment such as a CD.

Misc:

- I attended a press event in Fargo on October 27th for the RRWMB LiDAR project and gave a presentation on the benefits of the technology for local watersheds.
- The District has a CD due at Border Bank. I've discussed the options with the Treasurer and we feel that because of the pending CD #16 construction expenses, it may be in the District's best interest to transfer that money to the checking account until the funding comes in from the County. Once the funding is recuperated, we would reinvest in another CD.
- Todd Peterson stopped in the office asking if the Board would still be interested in selling some of our lot. I told him to come to the Board with a proposal and it would be considered.
- Torin and I were asked to participate in a web meeting on Jan 7th to discuss potential changes to the Roseau Dam



Change Order No. 1

Project Name: Roseau County Ditch No. 16 Ditch Improvement	HDR Project No.: 10173936
Project Owner: Roseau River Watershed District	Owner's Project No.:
714 6 th St SW, Roseau, MN 56751	Date of Issuance: 11/22/2021
Project Contractor: RJ Zavoral & Sons, Inc.	Date of Contract: 10/26/2021
PO Box 435, East Grand Forks, MN 56721	Contract Period: 10/26/2021 to 8/30/2022 (complete and ready for final payment)

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														
1.1	<p>CMP Price increases from supplier. New unit prices, equal to the increase in unit price from the supplier plus MN sales tax (6.875%), are proposed for following bid items in Section 1 Ditch Improvement:</p> <table><tr><td>2501.502</td><td>18" CS PIPE CULVERT</td></tr><tr><td>2501.502</td><td>24" CS PIPE CULVERT</td></tr><tr><td>2501.502</td><td>36" CS PIPE CULVERT</td></tr><tr><td>2501.502</td><td>48" CS PIPE CULVERT</td></tr><tr><td>2501.502</td><td>54" CS PIPE CULVERT</td></tr><tr><td>2501.502</td><td>57" X 38" CS ARCH PIPE</td></tr><tr><td>2501.502</td><td>71" X 47" CS ARCH PIPE</td></tr></table>	2501.502	18" CS PIPE CULVERT	2501.502	24" CS PIPE CULVERT	2501.502	36" CS PIPE CULVERT	2501.502	48" CS PIPE CULVERT	2501.502	54" CS PIPE CULVERT	2501.502	57" X 38" CS ARCH PIPE	2501.502	71" X 47" CS ARCH PIPE	\$27,423.72	None
2501.502	18" CS PIPE CULVERT																
2501.502	24" CS PIPE CULVERT																
2501.502	36" CS PIPE CULVERT																
2501.502	48" CS PIPE CULVERT																
2501.502	54" CS PIPE CULVERT																
2501.502	57" X 38" CS ARCH PIPE																
2501.502	71" X 47" CS ARCH PIPE																
1.2	<p>CMP Price increases from supplier. New unit prices, equal to the increase in unit price from the supplier plus MN sales tax (6.875%), are proposed for following bid items in Section 2 Side Water Inlets:</p> <table><tr><td>2501.502</td><td>18" CS PIPE CULVERT</td></tr><tr><td>2501.502</td><td>24" CS PIPE CULVERT</td></tr></table>	2501.502	18" CS PIPE CULVERT	2501.502	24" CS PIPE CULVERT	\$6,167.63	None										
2501.502	18" CS PIPE CULVERT																
2501.502	24" CS PIPE CULVERT																
	Difference Net	\$33,591.35	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

Section 1 Ditch Improvement - \$921,855.30

August 30, 2022

Section 2 Side Water Inlets - \$117,008.40

Net Increase (decrease) of this Change Order

Net Increase (decrease) of this Change Order

Section 1 Ditch Improvement - \$27,423.72

None

Section 2 Side Water Inlets - \$6,167.63

Revised Contract Price with all approved Change Orders

Revised Contract Time with all approved Change Orders

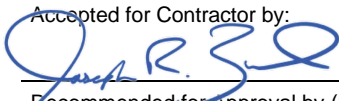
Section 1 Ditch Improvement - \$949,279.02

August 30, 2022

Section 2 Side Water Inlets - \$123,176.03

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:



Date:

11/23/2021

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



Date:

11/22/2021

Approved for Owner by:

Attest:

Date:

Approved: (Other - when required)

Date:

Distribution: ☒ Owner ☒ Contractor ☒ Office ☐ Field ☐ Other

Attachments

1. TrueNorth Steel Price Quote from June 30, 2021 (6 pages)
2. TrueNorth Steel Price Quote from October 26, 2021 (6 pages)



Quote for CSP and Construction Products

Quote #: C05213053

1522 40th Street NW

Fargo, ND 58102

Project: Roseau River Watershed County Ditch #16 Improvements REV 3

Date: 10/26/2021

ESTIMATOR: Todd Greene

SALES CONTACT: Rick Lenarz

Letting Date: 7/7/2021

Letting Time: 10:00 AM

Direct: 701-492-4439

Main Office: 701-282-0910

Fax: 701-281-1993

Todd.Greene@TrueNorthSteel.com

Mobile: 701-371-9980

Main Office: 701-282-0910

Fax: 701-281-1993

Rick.Lenarz@TrueNorthSteel.com

Item	Qty	Dia. (In.)	Ga.	Description	Unit Price	U/M	Extended Price
Ditch Improvement							
2501.502	488			18" CS Pipe Culvert			
	488	18"	16 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 25.55	/Ft.	\$ 12,468.40
	6			Band Galv 18" 18 Ga 1 Pc Std 12" Wide	\$ 16.19	/Ea.	\$ 97.14
2501.502	244			24" CS Pipe Culvert			
	244	24"	16 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 32.40	/Ft.	\$ 7,905.60
	2			Band Galv 24" 18 Ga 1 Pc Std 12" Wide	\$ 18.38	/Ea.	\$ 36.76
2501.502	186			36" CS Pipe Culvert			
	186	36"	14 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 66.62	/Ft.	\$ 12,391.32
				Includes 8 - 3:1 Top & Bottom Step Bevels			
	3			Band Galv 36" 18 Ga 1 Pc Std 12" Wide	\$ 34.34	/Ea.	\$ 103.02
2501.502	256			48" CS Pipe Culvert			
	256	48"	12 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 117.55	/Ft.	\$ 30,092.80
				Inclues 10 - 3:1 Top & Bottom Step Bevels			
	4			Band Galv 48" 18 Ga 1 Pc Std 12" Wide	\$ 33.92	/Ea.	\$ 135.68
2501.502	328			54" CS Pipe Culvert			
	328	54"	12 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 129.95	/Ft.	\$ 42,623.60
				Includes 8 - 3:1 Top & Bottom Step Bevels			
	6			Band Galv 54" 16 Ga 2 Pc Std 24" Wide	\$ 115.97	/Ea.	\$ 695.82
2501.502	372			57" X 38" CS Pipe Arch			
	372	48"	12 Ga	Helical Galvanized Arch Std Corrugated Steel Pipe	\$ 116.47	/Ft.	\$ 43,326.84
				Inclues 12 - 3:1 Bottom Step Bevels			
	6			Band Galv 48" 16 Ga 1 Pc Arch 12" Wide	\$ 61.40	/Ea.	\$ 368.40
	24			PL.25,1.5X16.375,A36,Lift Strap,LG,4K/8K	\$ 50.00	/Ea.	\$ 1,200.00
2501.502	130			71" X 47" CS Pipe Arch			
	130	60"	10 Ga	Helical Galvanized Arch Std Corrugated Steel Pipe	\$ 184.60	/Ft.	\$ 23,998.00
				Inclues 4 - 3:1 Bottom Step Bevels			
	2			Band Galv 60" 16 Ga 2 Pc Arch 24" Wide	\$ 143.75	/Ea.	\$ 287.50
	8			PL.25,1.5X16.375,A36,Lift Strap,LG,4K/8K	\$ 50.00	/Ea.	\$ 400.00



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Item	Qty	Dia. (In.)	Ga.	Description	Unit Price	U/M	Extended Price
2501.502	12			18" CS Pipe Apron			
	12			Galvanized Flared End Section 18"	\$ 89.20 /Ea.	\$	1,070.40
2501.502	5			24" CS Pipe Apron			
	5			Galvanized Flared End Section 24"	\$ 135.97 /Ea.	\$	679.85
2501.502	10			Flap Gate for 18" CS Pipe			
	10			Gate, 18" Flap Adjustable	\$ 353.52 /Ea.	\$	3,535.20
2501.502	5			Flap Gate for 24" CS Pipe			
	5			Gate, 24" Flap Adjustable	\$ 414.57 /Ea.	\$	2,072.85
Side Water Inlets							
2501.502	1,182			18" CS Pipe Culvert			
	1,182	18"	16 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 25.55 /Ft.	\$	30,200.10
	10			Band Galv 18" 18 Ga 1 Pc Std 12" Wide	\$ 16.19 /Ea.	\$	161.90
2501.502	188			24" CS Pipe Culvert			
	188	24"	16 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 32.40 /Ft.	\$	6,091.20
	4			Band Galv 24" 16 Ga 1 Pc Std 12" Wide	\$ 21.17 /Ea.	\$	84.68
2501.502	29			18" CS Pipe Apron			
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2501.502	4			24" CS Pipe Apron			
	4			Galvanized Flared End Section 24"	\$ 135.97 /Ea.	\$	543.88
2501.502	29			Flap Gate for 18" CS Pipe			
	29			Gate, 18" Flap Adjustable	\$ 353.52 /Ea.	\$	10,252.08
2501.502	4			Flap Gate for 24" CS Pipe			
	4			Gate, 24" Flap Adjustable	\$ 414.57 /Ea.	\$	1,658.28
	12			Freight			
				Freight	\$ 830.00 /Ea.	\$	9,960.00

Total Quote: \$ 245,028.10

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This quote is valid for 30 days from the date shown. Seller retains the right to issue a revised quote with revised prices at any time. Prices on this quote are subject to change without notice due to the current volatility of steel prices. Please contact your TrueNorth Steel representative for further information. Authorized signature of buyer acknowledges the receipt of and agreement with TrueNorth Steel terms and conditions. Storage fees may be applicable to any order if the customer takes delivery more than 30 days after the buyer's originally requested delivery date. Prices do not include any applicable sales taxes.

BUYER SIGNATURE: _____

BUYER PRINT NAME: _____

ON-SITE CONTACT NAME: _____

ESTIMATED START DATE: _____

DATE: _____

PHONE: _____

PHONE: _____

For a complete listing of TrueNorth Steel Construction Products, please visit our website.
www.TrueNorthSteel.com



702 13th Ave East
West Fargo, ND 58078
Phone: 701.373.7781
Fax: 701.373.8014

info@TrueNorthSteel.com

TrueNorthSteel.com

10/26/2021

To our Valued Customers,

OUR PROPOSAL TO SUPPLY PRODUCTS DETAILED ON THE ATTACHED QUOTATION IS CONTINGENT UPON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, TrueNorth Steel, Inc. will use its best efforts to staff and supply our facilities in a manner necessary to meet your schedule. However, TrueNorth Steel, Inc. reserves its right to seek an excusable extension of time if TrueNorth Steel, Inc. or its subcontractors or suppliers are unable to live up to their commitments to TrueNorth Steel due to illness. Additionally, this will apply impact to TrueNorth Steel due to supply shortages or governmental restraints on business, travel and/or assembly.

As always, TrueNorth Steel is committed to living up to our commitments. We will maintain close communications with you to minimize any potential disruptions due to the virus, should they arise, and we would request that you communicate to us in a timely manner any delays to your operations that would affect our production and delivery schedules. By working together, we can help each other through this unfortunate situation.

Please feel free to contact your TrueNorth Steel representative if you require clarification regarding this communication or our attached quotation.



TERMS AND CONDITIONS

- 1. ACCEPTANCE.** The following terms and conditions are attached to and incorporated in the quotation. ACCEPTANCE OF THE OFFER REPRESENTED BY THIS QUOTATION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREOF. NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON THE SELLER.
- 2. QUOTE TERMS.** Unit prices in Seller's quotation are firm for thirty (30) calendar days from the date of the quotation, unless otherwise stated on the quotation. If Buyer signed this quotation within the time period specified in the quotation, then those unit prices are firm for shipments delivered within sixty (60) days from date of this quotation, subject to the other paragraphs of these Terms and Conditions. All shipments not shipped after that sixty (60) day period are subject to any increases in unit prices, shipping costs, or other applicable costs. The products on this quote shall be subject to Seller's standard manufacturing variations, tolerances, and classifications. This quotation is based on quantities requested by Buyer and are not guaranteed to be sufficient for Buyer's purposes. If the quotation includes delivery by Seller, Seller shall deliver to the location specified by Buyer in the quotation and the delivery may be subject to the Seller's Delivery Policy attached to and incorporated in the quotation.
- 3. CHANGES.** Any requests to change or modify this quotation requires a **WRITTEN REQUEST**. If quantities, product types or design layouts change from those detailed on the original quote, the original quote may be deemed invalid and Buyer must request a new quote reflecting actual quantities, product types and design layout. Previous delivery schedules and commitments may be altered as a result of changes.
- 4. PAYMENT TERMS AND LATE CHARGES.** All sales are COD unless credit is approved in advance. Payment is due **NET 30 DAYS** from invoice date. Seller shall pay interest charges on all past due amounts at the rate of **1 3/4% PER MONTH (21% per annum)**, or if that rate is not allowed under applicable law or statute, then at the highest rate allowed under applicable law or statute. Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs. Down payments may be required. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further shipments, or without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security payment; and if Buyer fails to comply with such requirement, Seller may terminate this contract.
- 5. SALES TAX.** Sales tax is NOT included in any quotation by Seller unless specifically included. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.
- 6. FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, riot quarantine, terrorism, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of any government body or entity, floods, epidemics, pandemics, freight embargoes, shortages of labor, fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, accidents to machinery, delays in transportation or any other cause beyond the reasonable commercial control of Seller. Upon the occurrence of any such event, Seller may terminate this Contract without liability. In no event shall Seller be liable to Buyer for any consequential damages or claims for labor resulting from failure or delay in delivery.
- 7. DELIVERY.** Should Buyer release Seller to manufacture products, Seller expects to deliver materials within 15 working days of the original Buyer specified delivery date regardless of conditions. Should Buyer not accept delivery of material within this specified time period, Seller may invoice Buyer in full. No delivery dates are guaranteed. If conditions arise which prevent compliance with delivery schedules, Seller shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay.
- 8. STORAGE FEES.** If delivery is delayed beyond agreed upon delivery date, as dictated by quote and subsequent purchase order, a storage charge may be applied to the associated order. This charge will be determined by the Seller and will be of an amount equal to at least the cost incurred by the Seller to store the item. Storage fees will accrue monthly and will be billed under the terms of this quote and subsequent purchase order.
- 9. RETURNS.** Returns will not be accepted after 90 days from the date of purchase. Material subject to damage of any kind may not be returned. All returns must be approved prior to attempting to return materials to Seller. Buyer bears the full cost of handling and returning items. Seller will charge Buyer a 25% restocking fee or \$100, whichever is greater, for all standard and commonly stocked items. Excluded items include but are not limited to: pipe arch, polymer coated or aluminized coated pipe, spiral rib pipe, plastic pipe, geotextiles and erosion control materials, geogrids and special flared end sections. The aforementioned excluded items may be returned at the sole discretion of Seller and a minimum 50% restock fee will be applied. The following items may not be returned under any circumstances: any pipe that includes bevels, skews, elbows, lifting lugs or any pipe that has been subject to fabrication of any kind.
- 10. CANCELLATION CHARGES.** If Buyer makes a written request to Seller to cancel this order, Seller in its sole discretion, and only by written notice to Buyer, may authorize Buyer to cancel this order provided Seller has not purchased special materials for the order or started fabrication on any materials. In that event, Seller shall charge Buyer a **CANCELLATION CHARGE** of (a) up to **25%** of the order price on standard stocked materials, and (b) **100%** of the order price for custom or non-standard items, plus any applicable restocking fees.
- 11. CLAIMS BY BUYER.** Passage of title to items sold to Buyer shall occur immediately upon delivery and/or unloading by either party. If Buyer uses its own trucking or other means of pickup or delivery, then passage of title occurs upon completion of items being loaded at Seller's site. Any claims by Buyer must be made promptly in writing and in no event later than thirty (30) days after transfer of title. Written notification from Buyer must detail to the Seller the exact damage or shortcoming of the item or service and the reason Seller is claimed to be responsible. Seller must be given ten (10) working days to investigate the claim and should the Seller assume responsibility, Seller will be allowed ten (10) additional working days to replace the product or to provide a remedy deemed acceptable by the owner or owner's representative. In any case, Seller must be allowed a reasonable amount of time to correct any claim of deficiency. In no circumstance will Seller assume responsibility or accept charges from Buyer without written acceptance from Seller.
- 12. WARRANTY.** Seller warrants that the product(s) provided under this Purchase Order will comply with the plans and/or specifications Buyer provides to Seller for the product(s). Seller is fabricating and supplying the product(s) pursuant to Buyer's plans and specifications for the product(s). Seller has not provided any design or engineering services for the product(s) and is relying entirely on Buyer's design and specifications for the product(s). Seller makes no warranty and disclaims any responsibility regarding the suitability of the product(s) for Buyer's use, the design of the product(s) or the end use of the product(s). Seller also makes no warranty and disclaims any responsibility regarding the compatibility of the product(s) with structures, accessories, products, or materials not fabricated and supplied by Seller. Seller will replace any of the product(s) fabricated and supplied by Seller under this Purchase Order that Seller verifies as having not been fabricated in accordance with the plans and/or specifications Buyer provides to Seller for the product(s).
- REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER RELATING TO THE PRODUCTS PROVIDED UNDER THIS PURCHASE ORDER. THIS LIMITED REMEDY DOES NOT INCLUDE ANY REMOVE, INSTALLATION OR OTHER COSTS ASSOCIATED WITH PRODUCT REPLACEMENT. ANY REPLACED PRODUCT WILL BE SUBJECT TO THE WARRANTY PERIOD APPLICABLE TO THE ORIGINAL PRODUCT AND NO ADDITIONAL WARRANTY IS PROVIDED.**
- THE WARRANTIES PROVIDED BY SELLER IN THIS PARAGRAPH 12 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS AND IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF HOW THEY MAY OCCUR. ANY ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION.**
- 13. INDEMNITY.** To the fullest extent permitted by law, Buyer, for itself and its affiliates and subsidiaries, agrees to indemnify, defend and hold harmless Seller and its parent and affiliate companies and their respective officers, directors, shareholders, sureties, insurers, subsidiaries, employees, agents, representatives and assigns from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs and disbursements, including, without limitation, any and all costs and attorneys' fees associated with investigating, preparing for and defending against any claim asserted by a third party, arising out of or relating to (a) any personal injury (including death) or property or commercial damage arising out of the failure of any product relating to this quotation, except to the extent caused by Seller's failure to comply with the plans and/or specifications buyer provides to Seller for the product(s); (b) Buyer's failure to comply with applicable laws, including, but not limited to, failure to warn; and/or (c) any gross negligence, recklessness, or intentional misconduct on the part of Buyer or its employees, agents, representatives, consultants, subcontractors and suppliers (other than Seller), officers, directors, subsidiaries, affiliates, or parent company. Seller shall also be entitled to recover from Buyer all attorneys' fees and costs Seller incurs to enforce this Order (including without limitation these Terms and Conditions).
- 14. RIGHTS AND REMEDIES NOT EXCLUSIVE.** The foregoing paragraphs of these Terms and Conditions are in addition to, and do not limit Seller's other rights or remedies. A reference to certain rights or remedies in any one paragraph of these Special Provisions does not limit Seller's rights or remedies under any other paragraph of these Special Provisions, or otherwise under this Purchase Order or at law, in equity or under applicable statute.
- 15. SEVERABILITY.** If any provision of this contract shall be declared unenforceable, only that portion necessary shall be modified or stricken and all other provisions shall remain in full force and effect.
- 16. WAIVER.** Failure of Seller to enforce any right or remedy shall not be construed as a waiver of such right or remedy
- 17. GOVERNING LAW.** This contract shall be construed, interpreted, and governed by the laws of North Dakota. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.



DELIVERY POLICY

TrueNorth Steel believes the safety and health of all employees and customers are of the utmost importance. TrueNorth Steel is committed to providing a safe work environment and reducing accidents. With safety in mind, TrueNorth Steel has changed our delivery policy to reflect this commitment.

Contractor shall provide equipment to offload products from the trailer. Pipe will not be rolled off the trailer under any circumstances.

Contractor shall create a safe work zone and comply with all applicable project and work zone safety requirements listed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) Part 6 which outlines Temporary Traffic Control.

Contractor shall provide acceptable forms of traffic control by utilizing either a flag person or warning vehicle in front of and behind the unloading vehicle (i.e. one person leaving an acceptable warning vehicle behind the unloading vehicle with that person then flagging in front of the unloading vehicle).

Warning vehicles shall have at least 1 rotating amber beacon visible from 500 feet in the direction of the oncoming traffic.

Contractor shall ensure that the road is at least a two lane road. If roads do not meet this requirement, pre-approval from TrueNorth Steel is required. Poor weather conditions MAY create an unsafe situation and may prevent delivery.

Contractor shall be responsible for clearing obstacles such as snow, debris, and overgrown vegetation prior to the delivery. The TrueNorth Steel delivery truck must be able to park in an appropriate position free and clear from obstacles.

Contractor shall take responsibility for any damage that occurs during the unloading process.

Contractor shall provide a detailed list of the station drops to be delivered by TrueNorth Steel at least two weeks in advance of delivery using the SALS3011 CSP Roadside Deliveries and Station Drop Form. It is acceptable to have the TrueNorth Steel estimator fill out this form based off of a plan station drop list. Onsite contractor name and phone number is critical; an office number is not adequate.

Contractor shall provide exact directions to the location of specific station drops and, when asked, shall physically direct the TrueNorth Steel driver to the location.

Note:

Failure to provide the above described traffic control MAY result in cancellation of delivery and additional re-delivery charges based off of driver's discretion. This applies primarily to roads that are open to general traffic.

TrueNorth Steel will only unload to the ditch side of the road. A truck facing the opposite direction of oncoming traffic, in same lane, is not allowed.



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				Includes 8 - 3:1 Top & Bottom Step Bevels			
	3			Band Galv 36" 18 Ga 1 Pc Std 12" Wide	\$ 34.34	/Ea.	\$ 103.02
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	256	48"	12 Ga	Helical Galvanized Standard Corrugated Steel Pipe	\$ 100.47	/Ft.	\$ 25,720.32
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Total Quote: \$ 213,527.40

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Main Office: 701-282-0910

Fax: 701-281-1993

Rick.Lenarz@TrueNorthSteel.com

Item	Qty	Dia. (In.)	Ga.	Description	Unit Price	U/M	Extended Price
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This quote is valid for 30 days from the date shown. Seller retains the right to issue a revised quote with revised prices at any time. Prices on this quote are subject to change without notice due to the current volatility of steel prices. Please contact your TrueNorth Steel representative for further information. Authorized signature of buyer acknowledges the receipt of and agreement with TrueNorth Steel terms and conditions. Storage fees may be applicable to any order if the customer takes delivery more than 30 days after the buyer's originally requested delivery date. Prices do not include any applicable sales taxes.

BUYER SIGNATURE: _____

BUYER PRINT NAME: _____

ON-SITE CONTACT NAME: _____

ESTIMATED START DATE: _____

DATE: _____

PHONE: _____

PHONE: _____

For a complete listing of TrueNorth Steel Construction Products, please visit our website.
www.TrueNorthSteel.com



702 13th Ave East
West Fargo, ND 58078
Phone: 701.373.7781
Fax: 701.373.8014

info@TrueNorthSteel.com

TrueNorthSteel.com

6/30/2021

To our Valued Customers,

OUR PROPOSAL TO SUPPLY PRODUCTS DETAILED ON THE ATTACHED QUOTATION IS CONTINGENT UPON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, TrueNorth Steel, Inc. will use its best efforts to staff and supply our facilities in a manner necessary to meet your schedule. However, TrueNorth Steel, Inc. reserves its right to seek an excusable extension of time if TrueNorth Steel, Inc. or its subcontractors or suppliers are unable to live up to their commitments to TrueNorth Steel due to illness. Additionally, this will apply impact to TrueNorth Steel due to supply shortages or governmental restraints on business, travel and/or assembly.

As always, TrueNorth Steel is committed to living up to our commitments. We will maintain close communications with you to minimize any potential disruptions due to the virus, should they arise, and we would request that you communicate to us in a timely manner any delays to your operations that would affect our production and delivery schedules. By working together, we can help each other through this unfortunate situation.

Please feel free to contact your TrueNorth Steel representative if you require clarification regarding this communication or our attached quotation.



TERMS AND CONDITIONS

- 1. ACCEPTANCE.** The following terms and conditions are attached to and incorporated in the quotation. ACCEPTANCE OF THE OFFER REPRESENTED BY THIS QUOTATION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREOF. NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON THE SELLER.
- 2. QUOTE TERMS.** Unit prices in Seller's quotation are firm for thirty (30) calendar days from the date of the quotation, unless otherwise stated on the quotation. If Buyer signed this quotation within the time period specified in the quotation, then those unit prices are firm for shipments delivered within sixty (60) days from date of this quotation, subject to the other paragraphs of these Terms and Conditions. All shipments not shipped after that sixty (60) day period are subject to any increases in unit prices, shipping costs, or other applicable costs. The products on this quote shall be subject to Seller's standard manufacturing variations, tolerances, and classifications. This quotation is based on quantities requested by Buyer and are not guaranteed to be sufficient for Buyer's purposes. If the quotation includes delivery by Seller, Seller shall deliver to the location specified by Buyer in the quotation and the delivery may be subject to the Seller's Delivery Policy attached to and incorporated in the quotation.
- 3. CHANGES.** Any requests to change or modify this quotation requires a **WRITTEN REQUEST**. If quantities, product types or design layouts change from those detailed on the original quote, the original quote may be deemed invalid and Buyer must request a new quote reflecting actual quantities, product types and design layout. Previous delivery schedules and commitments may be altered as a result of changes.
- 4. PAYMENT TERMS AND LATE CHARGES.** All sales are COD unless credit is approved in advance. Payment is due **NET 30 DAYS** from invoice date. Seller shall pay interest charges on all past due amounts at the rate of **1 3/4% PER MONTH (21% per annum)**, or if that rate is not allowed under applicable law or statute, then at the highest rate allowed under applicable law or statute. Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs. Down payments may be required. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further shipments, or without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security payment; and if Buyer fails to comply with such requirement, Seller may terminate this contract.
- 5. SALES TAX.** Sales tax is NOT included in any quotation by Seller unless specifically included. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.
- 6. FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, riot quarantine, terrorism, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of any government body or entity, floods, epidemics, pandemics, freight embargoes, shortages of labor, fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, accidents to machinery, delays in transportation or any other cause beyond the reasonable commercial control of Seller. Upon the occurrence of any such event, Seller may terminate this Contract without liability. In no event shall Seller be liable to Buyer for any consequential damages or claims for labor resulting from failure or delay in delivery.
- 7. DELIVERY.** Should Buyer release Seller to manufacture products, Seller expects to deliver materials within 15 working days of the original Buyer specified delivery date regardless of conditions. Should Buyer not accept delivery of material within this specified time period, Seller may invoice Buyer in full. No delivery dates are guaranteed. If conditions arise which prevent compliance with delivery schedules, Seller shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay.
- 8. STORAGE FEES.** If delivery is delayed beyond agreed upon delivery date, as dictated by quote and subsequent purchase order, a storage charge may be applied to the associated order. This charge will be determined by the Seller and will be of an amount equal to at least the cost incurred by the Seller to store the item. Storage fees will accrue monthly and will be billed under the terms of this quote and subsequent purchase order.
- 9. RETURNS.** Returns will not be accepted after 90 days from the date of purchase. Material subject to damage of any kind may not be returned. All returns must be approved prior to attempting to return materials to Seller. Buyer bears the full cost of handling and returning items. Seller will charge Buyer a 25% restocking fee or \$100, whichever is greater, for all standard and commonly stocked items. Excluded items include but are not limited to: pipe arch, polymer coated or aluminized coated pipe, spiral rib pipe, plastic pipe, geotextiles and erosion control materials, geogrids and special flared end sections. The aforementioned excluded items may be returned at the sole discretion of Seller and a minimum 50% restock fee will be applied. The following items may not be returned under any circumstances: any pipe that includes bevels, skews, elbows, lifting lugs or any pipe that has been subject to fabrication of any kind.
- 10. CANCELLATION CHARGES.** If Buyer makes a written request to Seller to cancel this order, Seller in its sole discretion, and only by written notice to Buyer, may authorize Buyer to cancel this order provided Seller has not purchased special materials for the order or started fabrication on any materials. In that event, Seller shall charge Buyer a **CANCELLATION CHARGE** of (a) up to **25%** of the order price on standard stocked materials, and (b) **100%** of the order price for custom or non-standard items, plus any applicable restocking fees.
- 11. CLAIMS BY BUYER.** Passage of title to items sold to Buyer shall occur immediately upon delivery and/or unloading by either party. If Buyer uses its own trucking or other means of pickup or delivery, then passage of title occurs upon completion of items being loaded at Seller's site. Any claims by Buyer must be made promptly in writing and in no event later than thirty (30) days after transfer of title. Written notification from Buyer must detail to the Seller the exact damage or shortcoming of the item or service and the reason Seller is claimed to be responsible. Seller must be given ten (10) working days to investigate the claim and should the Seller assume responsibility, Seller will be allowed ten (10) additional working days to replace the product or to provide a remedy deemed acceptable by the owner or owner's representative. In any case, Seller must be allowed a reasonable amount of time to correct any claim of deficiency. In no circumstance will Seller assume responsibility or accept charges from Buyer without written acceptance from Seller.
- 12. WARRANTY.** Seller warrants that the product(s) provided under this Purchase Order will comply with the plans and/or specifications Buyer provides to Seller for the product(s). Seller is fabricating and supplying the product(s) pursuant to Buyer's plans and specifications for the product(s). Seller has not provided any design or engineering services for the product(s) and is relying entirely on Buyer's design and specifications for the product(s). Seller makes no warranty and disclaims any responsibility regarding the suitability of the product(s) for Buyer's use, the design of the product(s) or the end use of the product(s). Seller also makes no warranty and disclaims any responsibility regarding the compatibility of the product(s) with structures, accessories, products, or materials not fabricated and supplied by Seller. Seller will replace any of the product(s) fabricated and supplied by Seller under this Purchase Order that Seller verifies as having not been fabricated in accordance with the plans and/or specifications Buyer provides to Seller for the product(s).
- REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER RELATING TO THE PRODUCTS PROVIDED UNDER THIS PURCHASE ORDER. THIS LIMITED REMEDY DOES NOT INCLUDE ANY REMOVE, INSTALLATION OR OTHER COSTS ASSOCIATED WITH PRODUCT REPLACEMENT. ANY REPLACED PRODUCT WILL BE SUBJECT TO THE WARRANTY PERIOD APPLICABLE TO THE ORIGINAL PRODUCT AND NO ADDITIONAL WARRANTY IS PROVIDED.**
- THE WARRANTIES PROVIDED BY SELLER IN THIS PARAGRAPH 12 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS AND IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF HOW THEY MAY OCCUR. ANY ACTION FOR BREACH OF WARRANTY MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION.**
- 13. INDEMNITY.** To the fullest extent permitted by law, Buyer, for itself and its affiliates and subsidiaries, agrees to indemnify, defend and hold harmless Seller and its parent and affiliate companies and their respective officers, directors, shareholders, sureties, insurers, subsidiaries, employees, agents, representatives and assigns from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs and disbursements, including, without limitation, any and all costs and attorneys' fees associated with investigating, preparing for and defending against any claim asserted by a third party, arising out of or relating to (a) any personal injury (including death) or property or commercial damage arising out of the failure of any product relating to this quotation, except to the extent caused by Seller's failure to comply with the plans and/or specifications buyer provides to Seller for the product(s); (b) Buyer's failure to comply with applicable laws, including, but not limited to, failure to warn; and/or (c) any gross negligence, recklessness, or intentional misconduct on the part of Buyer or its employees, agents, representatives, consultants, subcontractors and suppliers (other than Seller), officers, directors, subsidiaries, affiliates, or parent company. Seller shall also be entitled to recover from Buyer all attorneys' fees and costs Seller incurs to enforce this Order (including without limitation these Terms and Conditions).
- 14. RIGHTS AND REMEDIES NOT EXCLUSIVE.** The foregoing paragraphs of these Terms and Conditions are in addition to, and do not limit Seller's other rights or remedies. A reference to certain rights or remedies in any one paragraph of these Special Provisions does not limit Seller's rights or remedies under any other paragraph of these Special Provisions, or otherwise under this Purchase Order or at law, in equity or under applicable statute.
- 15. SEVERABILITY.** If any provision of this contract shall be declared unenforceable, only that portion necessary shall be modified or stricken and all other provisions shall remain in full force and effect.
- 16. WAIVER.** Failure of Seller to enforce any right or remedy shall not be construed as a waiver of such right or remedy
- 17. GOVERNING LAW.** This contract shall be construed, interpreted, and governed by the laws of North Dakota. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.



DELIVERY POLICY

TrueNorth Steel believes the safety and health of all employees and customers are of the utmost importance. TrueNorth Steel is committed to providing a safe work environment and reducing accidents. With safety in mind, TrueNorth Steel has changed our delivery policy to reflect this commitment.

Contractor shall provide equipment to offload products from the trailer. Pipe will not be rolled off the trailer under any circumstances.

Contractor shall create a safe work zone and comply with all applicable project and work zone safety requirements listed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) Part 6 which outlines Temporary Traffic Control.

Contractor shall provide acceptable forms of traffic control by utilizing either a flag person or warning vehicle in front of and behind the unloading vehicle (i.e. one person leaving an acceptable warning vehicle behind the unloading vehicle with that person then flagging in front of the unloading vehicle).

Warning vehicles shall have at least 1 rotating amber beacon visible from 500 feet in the direction of the oncoming traffic.

Contractor shall ensure that the road is at least a two lane road. If roads do not meet this requirement, pre-approval from TrueNorth Steel is required. Poor weather conditions MAY create an unsafe situation and may prevent delivery.

Contractor shall be responsible for clearing obstacles such as snow, debris, and overgrown vegetation prior to the delivery. The TrueNorth Steel delivery truck must be able to park in an appropriate position free and clear from obstacles.

Contractor shall take responsibility for any damage that occurs during the unloading process.

Contractor shall provide a detailed list of the station drops to be delivered by TrueNorth Steel at least two weeks in advance of delivery using the SALS3011 CSP Roadside Deliveries and Station Drop Form. It is acceptable to have the TrueNorth Steel estimator fill out this form based off of a plan station drop list. Onsite contractor name and phone number is critical; an office number is not adequate.

Contractor shall provide exact directions to the location of specific station drops and, when asked, shall physically direct the TrueNorth Steel driver to the location.

Note:

Failure to provide the above described traffic control MAY result in cancellation of delivery and additional re-delivery charges based off of driver's discretion. This applies primarily to roads that are open to general traffic.

TrueNorth Steel will only unload to the ditch side of the road. A truck facing the opposite direction of oncoming traffic, in same lane, is not allowed.

RESOLUTION CLOSING BOARD MEETING

WHEREAS, the Minnesota Open Meeting Law, Minn. Stat. § 13D.05, subd. 3(c) (3) states that:

“A public body may close a meeting:

To develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, Section 13D.03, subdivision 3, applies.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body’s internal procedures, and the purchase price or sale price is public data.”

WHEREAS, the Roseau River Watershed District will be developing or considering offers or counteroffers for the purchase of the following described real property:

Roseau Lake - Lands under consideration include portions of Sections 12-14, 23, 24, and 26, Dieter Township (T163N, R41W), Roseau County and Sections 7, 21-22, and 28-30, Unorganized Township (T163N, R40W), Roseau County (see attached map), and;
Site C - Lands under consideration include portions of Section 11, Ross Township (T162N, R41W), Roseau County (see attached map), and;
Site A – lands under consideration include portions of Sections 20 – 23, 27, and 28, Moose Township (T162N, R42W), Roseau County (see attached map).

WHEREAS, the Roseau River Watershed District will be developing or considering offers or counteroffers for the sale of the following described real property:

SE1/4 SE1/4 of Sect. 33 Unorganized Township (T163N, R40W).

On _____, _____, during the regular board meeting commencing at 12:00 p.m., at the Roseau River Watershed District Board office located at 714 6th Street SW, Roseau, Minnesota, 56751; and

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

1. The Roseau River Watershed District Board hereby closes this meeting pursuant to Minn. Stat. § 13D.05, subd. 3(c)(3) to develop or consider offers or counteroffers for purchase of the above described real property;
2. That any agreement reached based upon an offer considered at this meeting shall be contingent upon approval of the Roseau River Watershed District Board at an open meeting and the actual purchase or sale must be approved at an open meeting after the notice period required by statute or the Roseau River Watershed District Board's internal procedures and the purchase price or sale price as public data.

Dated this _____ day of _____, 2021.

Chairman

Secretary

Roseau River Watershed Hydrology & Stream Stability

Staff Contact: Stephanie Klamm (DNR Area Hydrologist)
218-219-8585, stephanie.klamm@state.mn.us

Changes in precipitation and flow are evident when looking at three “long term” flow gages in the watershed:

- Dry conditions have seen a reduction (avg. 67%), while the wetter conditions are increasing (avg. 97%).
- Precipitation has increased on average (21%).
- August Median base flows at all gages at least doubled from past to current periods. This can have negative effects on fish communities.

In-channel Erosion

Higher flows are occurring more often in the watershed, **potentially increasing in-channel erosion**. In the Roseau River there has been between a 30% to 47% increase in stream channel-forming flows.

Caribou gage:

Channel Forming Flow (Before 1992) = 1240 cfs
Channel Forming Flow (1992 and later) = 1825 cfs

Ross gage:

Channel Forming Flow (Before 1996) = 1209 cfs
Channel Forming Flow (1996 and After) = 1713 cfs

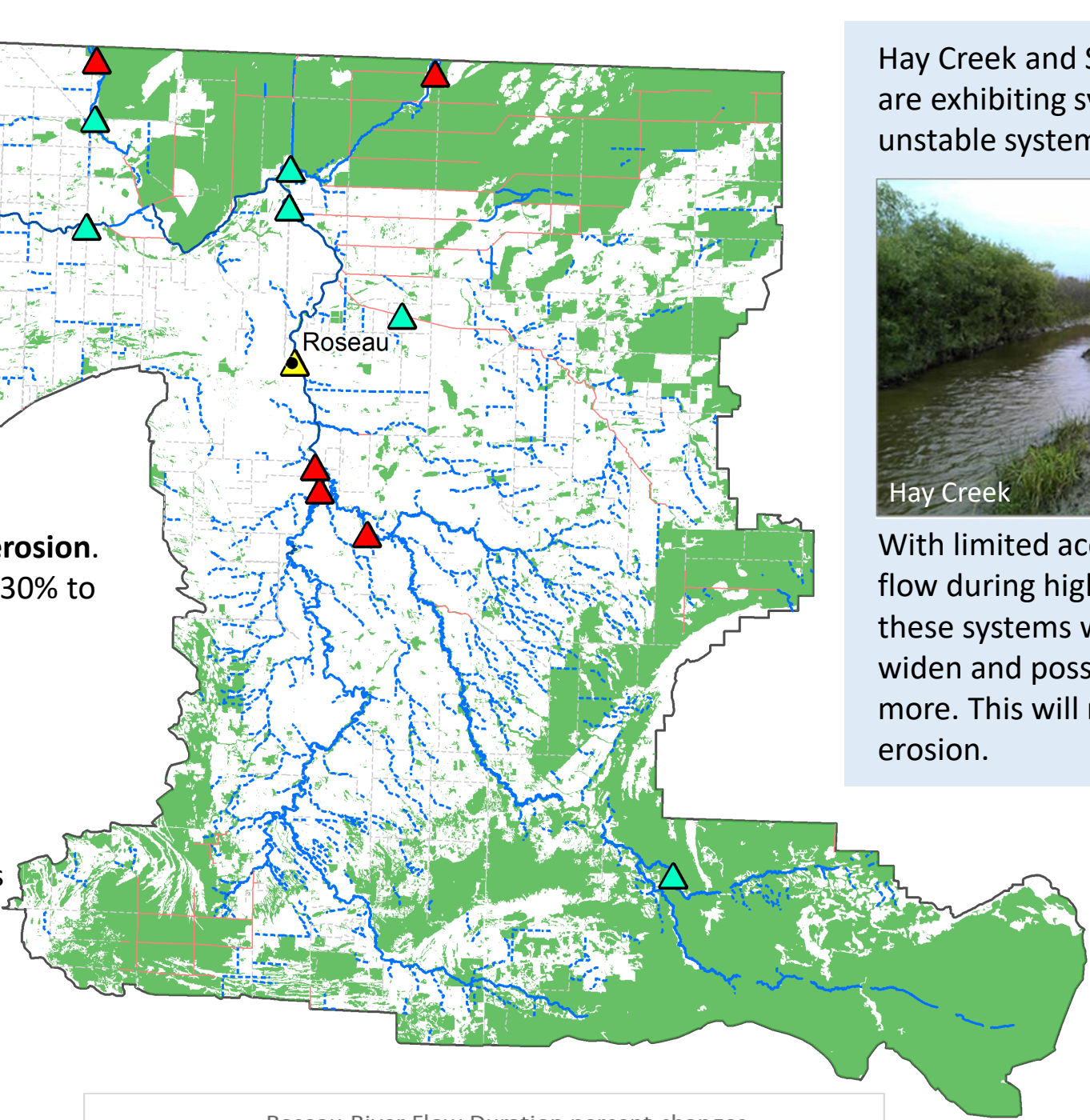
Malung gage:

Channel Forming Flow (Before 1991) = 1101 cfs
Channel Forming Flow 1991 and After) = 1430 cfs

Hay Creek and Severson Creek are exhibiting symptoms of unstable systems.



With limited access to disperse flow during higher flood events, these systems will need to widen and possibly deepen more. This will result in channel erosion.



Flow Gages

- ▲ DNR
- ▲ PCA
- ▲ USGS

Floodplains

Floodplains:

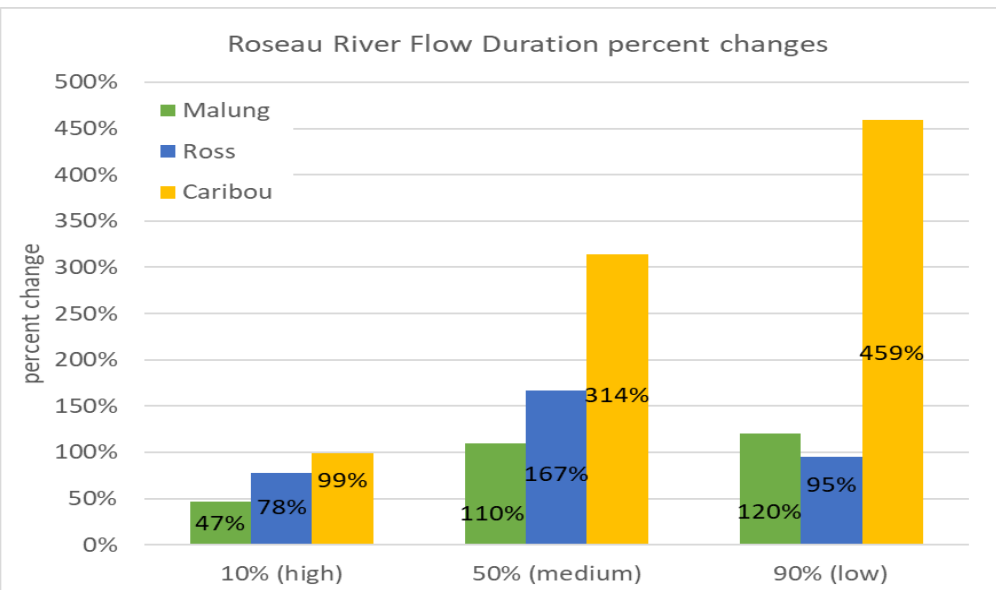
- Reduce the depth and power of a river during high flows
- Provide habitat for aquatic and upland species
- Trap sediment
- Promote nutrient cycling
- Improve bank stability

Water is flowing onto floodplains more frequently.

Caribou gage: After 1992, 1240 cfs is exceeded 18% of the time but only 6.3% prior to 1992

Ross gage: After 1996, 1209 cfs is exceeded 13% of the time, but only 6% prior to 1996

Malung gage: After 1991, 1101 cfs is exceeded 3.3% of the time but only 3% prior to 1991. This small increase is likely due to the landscape and storage in the upper portion of the watershed.



Flow Durations:
Amount of water flowing during low, medium and high flow events has increased. This can impact fish and other communities.

Watershed Highlights: Roseau River

Recreation

- StatePark
- Trout Stream

There is an abundance of recreational opportunities in this watershed. Areas like **Hayes Lake State Park** and the brook trout stocked Bemis Hill Creek provide bountiful opportunities for the public.

Wildlife Management Areas

- Wildlife Management Areas

WMAs provide outdoor recreation and are established to protect those lands and waters that have the potential for wildlife production, public hunting, fishing, and other compatible recreational uses.



The Roseau River watershed has a diverse fishery including channel catfish, walleye, northern pike and lake sturgeon. At Bemis Hill, brook and brown trout can be found.



Lake Sturgeon, once locally extinct, are being reestablished into lakes and streams. Removing or modifying dams and providing quality habitat helps these and other fish populations thrive.

Concerns

- Access to floodplains
- Water quality impairments from increased flows impacting streambanks
- Erosion, flooding and fish movement issues caused by improperly sized or poorly positioned culverts
- Changes in flow regime and impacts to fish communities
- Poor aquatic habitat

Parkland Prairie / SNAs

- Tallgrass Aspen Parkland
- Scientific and Natural Areas

Sprague Creek SNA harbors one of only five spring fens known in Minnesota. Upwellings of mineral-rich groundwater feed into a network of open (unforested) channels that branch, then rejoin, as they drain through an extensive swamp forest of black spruce, tamarack and white cedar.

State Forests

- State Forest

The Lost River SF in the north and the Beltrami Island SF to the southeast provide ample outdoor recreational opportunities. These lands are available for off-highway vehicle riding, camping, wildlife watching, harvesting berries, wild rice, mushrooms, and evergreens.

