

REGULAR MEETING of the BOARD OF MANAGERS
Thursday March 6, 2025 – 8:00 a.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **CONSENT AGENDA:** _____

- February 6, 2025 regular board meeting minutes
- Treasurer's report
- Permits 2025-01 (Duane Frislie) & 2025-02 (Todd Peterson, City of Roseau)
- Review and approve manager and employee expense vouchers

❖ **OLD BUSINESS:**

- Hay Creek open house & CAC meeting review
- GMRPTC grant application: River Trail sites

❖ **NEW BUSINESS:**

❖ **PROJECTS:**

- Big Swamp North (Badger Creek) update: _____
- Roseau Lake: _____
 - Phases 3 & 4 bid discussion
 - HDR Construction Services contract
- Whitney Lake: Soil boring quotes _____

❖ **REPORTS:**

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

❖ **Closed session to discuss potential litigation:**

❖ **OTHER ITEMS:** _____

❖ **NEXT MEETING DATE:** April 3, 2025 @ 8:00 a.m.

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

❖ **DATES TO REMEMBER:**

- March 18 & 19 – RRWMB Joint Conference - Moorhead

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD
OF MANAGERS MEETING HELD FEBRUARY 6, 2025**

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 Halstensgard, Technician Broten, and Assistant Wensloff

OTHERS PRESENT: Tom Enright, DNR; Randy Prachar;

CONSULTING STAFF PRESENT: Erik Jones; HEI, Nate Dalager; HDR, Michelle Moren; Attorney

AGENDA: A **motion** was made by Manager Voll to approve the agenda with changes. It was seconded by Manager Johnson. Motion carried unanimously.

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

- Approval of the January 2, 2025 regular meeting minutes.
- Approval of the January 13, 2025 special meeting minutes.
- Treasurer report updates - interest income of \$140.23, and additional bills for RRWMB \$12,096.00; North Pine Services for \$660.60; Moren Law Office bill \$2,752.50; Houston Engineering for River Restoration \$4,971.00, Big Swamp North \$10,396.75, and Hay Creek Sub-watershed \$28,782.25.
- Manager and employee expense vouchers as read by Manager Braaten.

PERMITS: There were no permits for this meeting.

DELEGATE: There were no delegates for this meeting.

OLD BUSINESS:

Administrator Halstensgard revisited the River Trail land acquisition stating that a motion is needed to move forward with the David S. Lee land acquisition as outlined in the purchase agreement. A **motion** was made by Manager Voll to move forward with the land acquisition and signing the purchase agreement, seconded by Manager Braaten. Motion carried unanimously.

Administrator Halstensgard discussed the agenda items for the CAC meeting scheduled for February 26, 2025. She will be presenting on the RRWD Summer Tour to hopefully draw some interest for that event. She asked for any additional input as postcards will be mailed out shortly.

Attorney Moren spoke about the Petition for Reestablishment of three ditch systems. Manager Braaten made a **motion** to adopt the resolution to appoint HDR to reestablish drainage system records for CD8. Manager Johnson seconded the motion. Motion carried unanimously.

Manager Johnson made a **motion** to adopt the resolution to appoint HDR to reestablish drainage system records for WD3. Manager Braaten seconded the motion. Motion carried unanimously. Manager Voll made a **motion** to adopt the resolution to appoint HDR to reestablish drainage system records for SD51. Manager Braaten seconded the motion. Motion carried unanimously.

NEW BUSINESS:

Brady Martz & Associates, P.C. submitted an engagement letter for the 2024 audit. A **motion** was made by Manager Johnson to approve the Brady Martz 2024 audit engagement letter with revision of the name from Two Rivers Watershed District to Roseau River Watershed District on page one. The motion was seconded by Manager Schmalz. Motion carried unanimously.

Administrator Halstengard gave an update on our HVAC system. Paul Baumgartner, with NorthWoods Heating and Cooling, came to our office and audited the current system which was determined not to code. He recommended upgrading the furnace, reconfiguring ductwork and adding a heater to the shop area. Manager Voll made a **motion** to upgrade the HVAC system as recommended in the quote. Manager Johnson seconded the motion. Motion carried unanimously.

Administrator Halstengard asked the board if there was any interest in reviewing parcels the District currently pays property taxes on and looked at changing to tax exempt status. After some discussion, no action was taken at this time.

PROJECT UPDATES:

Big Swamp North: HDR Engineering submitted a scope of work for the Badger Creek component of the Big Swamp North project area. Manager Braaten made a **motion** to approve the scope of work. Chairman Diesen seconded the motion. Motion carried unanimously. Badger Creek would serve as the outlet to Whitney Lake Site A.

Project Updates paused for Bid Opening at 1:00p.m. *Continued after Bid Opening.

1:00 P.M. ROSEAU LAKE: BID OPENING -

There was a total of four bids received, complete with bid bonds, submitted for the Roseau Lake Rehabilitation Project Phases 3 & 4. They were from Gladen Construction, Zavoral Construction, Spruce Valley Corporation, and Davidson Construction. A bid tabulation will be completed.

Manager Voll made a **motion** to table the bids for further review by HDR Engineering. The review will be done within a 60-day time period. Manager Schmalz seconded the motion. The motion carried unanimously.

PROJECT UPDATES: *Continued

River Restoration: After some discussion on the Michaelson land exchange, Manager Braaten made a **motion** to approve the agreement as drafted. Manager Johnson seconded the motion. Manager Voll and Manager Schmalz were opposed. The motion carried with 3 managers in favor and two opposed. There was also extensive discussion about the US Army Corps of Engineer's (COE) permit delay due to the proximity of this project to the Duxby Levee. There was discussion on how to proceed to acquire the needed permits in a timely manner.

Sprague Creek: Manger Johnson made **motion** to approve the purchasing and delivery of materials quoted by R&Q Trucking (gravel) and CMI (sheetpile). Manager Braaten seconded the motion. Motion carried unanimously.

Roseau Lake: There were two payment applications from Spruce Valley Corporation before the board for approval, payment application #01-12 for \$222,313.65 and payment application #01-13 for \$47,500.00. Manager Voll made a **motion** to pay both payment applications. Manager Schmalz seconded the motion. Motion carried unanimously.

REPORTS:

RRWMB: Manager Braaten gave updates on the RRWMB.

Technician: Technician Broten gave an update on the WD #3 Lateral 1 outlet extension discussion with landowners. There was also discussion on sloughing and potential culvert and trap failure on County Road 10.

A survey of the Weiland property along the SD51 was completed where the landowner has reported sloughing along the riverbank.

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

- Red River Basin Commission (RRBC) Conference – Update
- MN Watersheds Legislative Event – Feb 19th-20th
- 26th Annual Joint Conference – March 18th & 19th
- Brochure – A **motion** was made by Manager Voll to approve Houston Engineering to create an informational district brochure with a budget of \$2,000. The motion was seconded by Manager Johnson. Motion carried unanimously.
- HVAC proposal – Discussion took place during the meeting
- Whitney Lake – Soil borings and quotes

OTHER BUSINESS:

Manager Johnson stated that Rick Solberg had contacted him about property Kasey Solberg owns in the Whitney Lake Site A project area. The land is currently on the market with an asking price of \$3,800 per acre. There was no board action taken on this item.

After a **motion** by Manager Braaten, seconded by Manager Schmalz, the meeting was adjourned at 2:23p.m. The next meeting will be held March 6th, 2025, at 8:00 a.m.

Respectfully submitted,

Laverne Voll, Secretary

Tracy Halstensgard, Administrator

February 2025 Treasurer's Report

Checkbook Balance as of January 27, 2025	\$690,180.37
Receipts:	
Citizens State Bank -- interest	
Roseau County -- share of taxes	\$ 25,310.54
Kittson County -- share of taxes	\$ 29.54
RR JPB -- Quickbooks reimbursement	\$ 1,072.68
Marshall County -- share of taxes	\$ 572.92
RR JPB -- Oak Crest Coulee Inv 2024-03	\$ 150,159.27
Beltrami County -- share of taxes	\$ 600.77
Total:	\$ 177,745.72
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.89
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,172.91
Tawni Wensloff -- wages	\$ 2,683.01
Tracy Halstensgard -- Mileage and expenses	\$ 783.32
Jason Braaten -- Per Diem & mileage	\$ 261.67
Carter Diesen -- Per Diem & mileage	\$ 413.51
James Johnson -- Per Diem & mileage	\$ 926.42
Cody Schmalz -- Per Diem & mileage	\$ 181.93
LaVerne Voll -- Per Diem & mileage	\$ 1,110.46
Elan Financial Services -- credit card	\$ 2,488.56
City Of Roseau -- utilities	\$ 206.42
Marco -- copier maintenance contract	\$ 177.66
Marco Technologies -- contract invoice - 3 months	\$ 273.00
Patrick Moren Law Office -- Legal Fees	\$ 2,752.50
Roseau Times Region -- Bid notice	\$ 734.40
Roseau Electric Co-op -- Int/phone --	\$ 126.85
Minnesota Energy Resources -- natural gas	\$ 230.11
Northern Resources Cooperative -- gas for vehicle	\$ 26.02
Coast True Value -- supplies	\$ 147.85
Verizon Wireless -- Trimble	\$ 40.01
Sjoberg Cable TV -- email service	\$ 6.00
Smith Partners -- Roseau River easement acquisition	\$ 2,458.00
Jon Schauer, Dba Consulting -- year-end financials & tax filing	\$ 3,478.87
Dot.com Connections -- website updating	\$ 140.00
North Pine Services -- snow removal	\$ 1,695.60
Simmons Contracting LLC -- Hay Creek connection channel work	\$ 18,690.00
Red River Watershed Management Board -- share of taxes	\$ 7,578.03
Red River Watershed Management Board -- share of stream gage	\$ 12,096.00
Spruce Valley Corporation -- Pay Applications 01-12 and 01-13	\$ 270,813.65
CMI -- Roseau Lake sheetpile (Sprague Creek)	\$ 36,039.35
Northwoods Heating -- new HVAC system	\$ 16,550.00
Houston Engineering -- invoice #74782, 74873, & 74874	\$ 44,150.00
HDR -- Inv #1200683884, 1200668448, & 1200683882	\$ 3,623.80
HDR -- Inv #1200683886, 1200683883 & 1200688983	\$ 31,429.27
Marco -- copier maintenance contract	\$ 177.66
Nelson's Café -- Hay Creek Sub-watershed / CAC catering	\$ 597.97
Total:	\$472,217.70

March 2025 Treasurer's Report

Checkbook Balance as of February 28, 2025	\$546,067.37
Receipts:	
Citizens State Bank -- interest	
State of Minnesota -- FHM grant; Roseau Lake	\$ 298,528.15
State of Minnesota -- FHM grant; Whitney Lake	\$ 55,297.68
Marshall County -- share of taxes	\$ 90.32
Total:	\$ 353,916.15
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.89
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,172.89
Tawni Wensloff -- wages	\$ 2,704.55
Tracy Halstensgard -- Mileage and expenses	
Jason Braaten -- Per Diem & mileage	
Carter Diesen -- Per Diem & mileage	
James Johnson -- Per Diem & mileage	
Cody Schmalz -- Per Diem & mileage	
LaVerne Voll -- Per Diem & mileage	
Elan Financial Services -- credit card	\$ 2,772.94
City Of Roseau -- utilities	
Marco -- copier maintenance contract	\$ 177.66
Marco Technologies -- contract invoice	\$ 91.00
Patrick Moren Law Office -- Legal Fees	
Roseau Times Region -- notice & open house ad	\$ 316.20
Roseau Electric Co-op -- Int/phone --	\$ 126.85
Minnesota Energy Resources -- natural gas	
Northern Resources Cooperative -- gas for vehicle	
Coast True Value -- supplies	
Verizon Wireless -- Trimble	\$ 40.01
Sjoberg Cable TV -- email service	\$ 6.00
Smith Partners -- Roseau River easement acquisition	
Jon Schauer, Dba Consulting -- year-end financials & tax filing	\$ 1,881.25
Dot.com Connections -- website updating	
North Pine Services -- snow removal	
Spruce Valley Corporation --	
Houston Engineering -- invoice #	
HDR -- WD 3, 12-29-24 Through 1-25-25 Inv #1200692764	\$ 1,160.00
HDR -- CD 8, 12-29-24 Through 1-25-25 Inv # 1200692765	\$ 4,283.75
HDR -- Technical Assistrance, 12-29-24 Through 1-25-25 Inv #1200692763	\$ 6,545.00
HDR -- Roseau Lake 12-29-24 Through 1-25-25 Inv #1200692767	\$ 22,857.59
HDR -- Roseau & Malung Dams 12-29-24 Through 1-25-25 Inv 1200692771	\$ 586.04
HDR -- Whitney Lake site A 12-29-24 Through 1-25-25 Inv #1200692829	\$ 6,156.55
Total:	\$58,835.17



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

Permit #2025-001 - Application Received

Date Submitted: February 12, 2025

Applicant Information:

First Name: Duane	Last Name: Frislie	
Phone Number: 218-762-5021	Email:	
Address: 4532 380th St	City, State: Lancaster, MN	Zip Code: 56735

<p>Project Type:</p> <ul style="list-style-type: none"> Culvert Installation / Removal / Modification
<p>Project Description:</p> <p>Install two new SWI's in field ditches that drain into County Ditch #32.</p>
<p>Project Location:</p> <p>1/4, Section 10, Caribou Township, Kittson County</p>
<p>Project Details:</p>
<p>Documents Uploaded:</p>
<p>Landowner Acknowledgement:</p> <ol style="list-style-type: none"> 1. Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project. 2. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and their representatives to review the work area within the permit application. 3. The application must be considered complete a minimum of 10 days prior to the Regular Board Meeting to be considered. RRWD staff will contact you within 15 days if additional information is required. 4. The requirements of the Permit Rules of the RRWD. 5. This permit does not relieve the applicant of any requirements of other permits which may be necessary from any other permitting agency. 6. I acknowledge by submitting this permit application is equivalent to my manual/handwritten signature. <p><input checked="" type="checkbox"/> I AGREE - In checking this box, I acknowledge the above statements.</p>

Permit # 25-01 (Caribou 10)

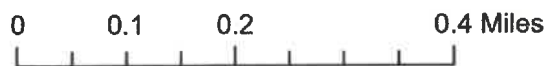
Duane Frislie submitted a permit application to install two side water inlets with flap gates in his field ditches that drain into County Ditch #32 Lateral 2 along 450th Ave. The permit location to the north has a drainage area of 0.70 sq. miles, the permit location to the south has a drainage area of 0.30 sq. miles.

Comments

Duane would like to add culverts and traps to his field ditches to keep water from ditch 32 from backing up into his field. With the size of the drainage area at each location, an 18" would be suitable for the permit location to the south, a 24" would be suitable for the permit location to the north.



Permit 25-01
Duane Frislie



Map By: BGB

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

Permit Application No.: _____

Applicant: _____

I have reviewed the above permit and find the following:

_____ *Recommend Approval as submitted*

_____ *Recommend Approval with conditions outlined below*

_____ *Recommend Discussion with RRWD Board on items outlined below*

_____ *Recommend Denial*

_____ *Recommend Review*

Comments:

.

Signed: _____ **Road Authority** _____ **Date**



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

Permit #2025-002 - Application Received

Date Submitted: February 27, 2025

Applicant Information:

First Name: Todd	Last Name: Peterson	
Phone Number: 218-463-1542	Email: todd.peterson@city.roseau.mn.us	
Address: 21 Center Street E. Suite 202	City, State: Roseau, MN	Zip Code: 56751

Project Type:

- Bridge Installation / Removal / Modification

Project Description:

The proposed project includes the construction of a new pedestrian bridge over the Roseau River. The bridge will provide safer access crossing the Roseau River connecting Main Ave N to 3rd Ave NE with a shared use path. A sidewalk will connect 3rd Ave NE to 4th Ave NE providing a connecting route to the nearby school. The proposed structure is a single-span prefabricated truss metal bridge. All elements of the project meet or exceed the minimum MnDOT design standards and safety requirements. There is no existing pedestrian bridge in place at the moment. The only current access for crossing the river is to the south along highly trafficked TH 11.

Project Location:

1/4, Section 13, Jadis Township, Roseau County

Project Details:

Documents Uploaded:

- [Br R1050 Hydraulic Report 2024 11 20 \(Click to Open\)](#)
- [Br R1050 Risk Assessment 2024 11 20 \(Click to Open\)](#)
- [City of Roseau Ped. Bridge \(Click to Open\)](#)

Landowner Acknowledgement:

1. Submitting this application in no way relieves the applicant or landowner from any responsibility or liability resulting from the construction, operation, or failure of the project.
2. The project may be field reviewed prior to the Board Meeting. The applicant grants permission to the RRWD and their representatives to review the work area within the permit application.
3. The application must be considered complete a minimum of 10 days prior to the Regular Board Meeting to be considered. RRWD staff will contact you within 15 days if additional information is required.
4. The requirements of the Permit Rules of the RRWD.
5. This permit does not relieve the applicant of any requirements of other permits which may be necessary from any other permitting agency.
6. I acknowledge by submitting this permit application is equivalent to my manual/handwritten signature.

Permit #25-02 (Jadis 13)

The City of Roseau submitted a permit application to install a new pedestrian bridge over the Roseau River connecting Main Ave N to 3rd Ave NE with a shared use path.

Comments

The proposed structure is a single-span prefabricated truss metal bridge. All elements of the project meet or exceed the minimum MnDOT design standards and safety requirements.



Permit 25-02
City of Roseau



Map By: BGB



January 30, 2025

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

<delivered via email>

RE: Proposal – Roseau Lake – Phase 3-4 – Construction Services

Dear Ms. Halstensgard,

HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for Task Order #4 - **Phase 3 and 4 Construction Services**. Future project tasks and services are required for future phases of the Roseau Lake Project which are anticipated to be included under additional task orders.

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

Sincerely,

HDR Engineering, Inc.

Nathan Dalager, P.E.
Project Manager

Christine Wiegert
Sr. Vice President / MN-WI Area Manager

Encl: Proposal, Task Order #4
Budget Spreadsheet
HDR Engineering, Inc. Terms and Conditions for Professional Services



Project Understanding and Scope of Services

The Roseau River Watershed District (RRWD) is constructing the Roseau Lake project. This scope of work includes tasks and deliverables deemed necessary to complete the construction administration for **Phase 3 and 4** of the project, which includes the following components:

- East Embankment and Road Raise
- Inlet Channel
- East Inlet Structure

These tasks include the following:

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

Proposed Action Description

The proposed Roseau Lake Rehabilitation Project consists of construction management throughout **Phase 3 and 4** construction. The final engineering phase is complete, and construction is the next and final component of this project. The RRWD Board of Managers has directed HDR to advertise the **Phase 3 and 4** set of plans and specifications.

Proposed Project Team

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

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

Scope of Services

1.0 Project Management & Coordination

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

- 1.1 Project Management & Administration.** Monitor and control the Project budget, scope of work, and schedule; management of the Project goals and objectives; management and coordination of resources including staff scheduling and invoicing.
- 1.2 Coordination and Meetings.** Schedule, review, prepare, participate, and help conduct coordination meetings amongst partners. Significant collaboration will occur with RRWD and Contractor including weekly construction coordination meetings.



- 1.3 Assist the Owner with Bid Activities.** HDR will assist the owner with bid opening activities such as attending the bid opening, initial screening of bids, bid evaluation, and recommendation of award.
- 1.4 Pay Estimates.** HDR will develop and review monthly progress payments to the Contractor for the RRWD.
- 1.5 Development of Additional Phase Packages.** HDR will assist RRWD in developing future construction phase bid packages.

DELIVERABLES:

- Monthly invoices for each individual task and coordination with RRWD Administrator.
- Recommendation of construction contract Award to the Owner.
- Draft construction contract provided to Owner.
- Attendance at RRWD Board meetings, presentations, and updates to the Board.
- Document Project completion and quantities.
- Prepare and review monthly contractor progress payments.
- Facilitate/attend/document weekly project status meetings.
- Ongoing Project coordination over the next 18 months.
- Development of additional Phased bid packages.

ASSUMPTIONS:

- Duration of the task is January 2025 to October 2026.
- HDR will provide a construction update at each monthly RRWD Board meeting. The board meetings will be held in Northwest Minnesota and be attended by 1 HDR staff person.
- Weekly project meetings will be held for the scheduled project duration and include, at a minimum, one HDR, Watershed, and Contractor staff.
 - 1 on-site project meeting is assumed per week while construction activity is occurring. If construction activity is not occurring but there are items requiring coordination, a conference call will be set up.
 - Weekly 0.5 hour long coordination meetings are assumed for the scheduled duration of the project.
- HDR will prepare a recommendation of construction contract. Final approval and contract award/proceed will be the responsibility and authority of the RRWD.
- HDR will prepare monthly progress payments to the contractor while work is actively occurring. Labor estimate is based on preparing up to 8 progress payments.
 - Progress payments will be cross-checked with HDR construction diaries with RRWD providing final approval.

2.0 Construction Services and Inspections

This task includes the overall management of the construction for the **Roseau Lake Rehabilitation Construction - Phase 3 and 4 Project** which includes the East Embankment and Road Raise, Inlet Channel, and East Inlet Structure.



2.1 Document Pre-Construction Site Conditions

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

2.2 Shop Drawings and RFI Administration

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

2.3 Construction Inspection

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

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

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

DELIVERABLES:

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

ASSUMPTIONS:

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

3.0 As-Built Survey & Plans

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

3.1 Survey

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

3.2 Preparation of As-Built Plans

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

DELIVERABLES:

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

ASSUMPTIONS:

- Two HDR employees will survey for two, 8-hour days (32 hours) to document the completed project.



- 40 sheets are assumed to require update for the as-built plans requiring 1 hours of update per sheet.

Schedule

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

Begin Construction: March 1, 2025

Final Completion: Between October 15, 2025 – October 15, 2026

Cost Estimate

The fee estimate for the completion of **Phase 3 and 4 is \$219,460**, as outlined in the attached breakdown of tasks, hours, and expenses through October 2026. It is anticipated that the Contractor may finish final completion by that time. This work will be performed on a time and materials not-to-exceed basis. Our estimated costs are based upon our local experience and understanding of the scope of work and assumptions listed. Should the scope of work be modified including unforeseen delays in construction (or extend into 2027), it may be necessary to review scope changes and our cost estimate.



Please indicate your acceptance of this proposal by signing the Notice to Proceed (below) and returning one copy of the signed proposal to HDR. If you have any questions, please contact me at 218.681.6100.

NOTICE TO PROCEED

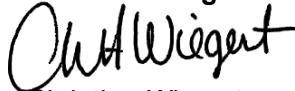
Owner: **Roseau River Watershed District**

By: _____

Name: _____

Title: _____

Consultant: **HDR Engineering, Inc.**

By: 

Name: Christine Wiegert

Title: Sr. Vice President / MN-WI Area Manager



Task No.	Task/Title	Dalager	Huwe	Angel	Knott	Berg	Nelson	Jungers	Brenton	McCormack	Krogman	Hours	Labor Fee
Hourly Rates		\$ 255	\$ 190	\$ 115	\$ 170	\$ 170	\$ 190	\$ -	\$ -	\$ 170	\$ 250	\$ -	
1	Project Management	84	40	16	72	12	4	8	8	40	64	348	\$ 68,700.00
2	Construction Inspection	4	16	0	312	40	0	0	0	288	16	676	\$ 116,860.00
3	As-Built Survey and Plans	4	8	32	40	0	0	0	0	0	8	92	\$ 15,020.00
	Totals	92	64	48	424	52	4	8	8	328	88	0	\$ 200,580.00
												HDR Labor Subtotal	\$ 200,580
												Mileage (\$0.75/mile)	\$ 12,000
												GPS Equipment Rental (\$350/day)	\$ 6,300
												Printing / Plotting	\$ 580
												HDR Direct Expenses Subtotal	\$ 18,880
												Total Fee	\$ 219,460

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

1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

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

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,500,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,500,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. OWNER-PROVIDED SERVICES AND INFORMATION

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

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice.

OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

15. CERTIFICATIONS

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

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This

Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

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

18. LITIGATION SUPPORT

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

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

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

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

20. VISUAL INSPECTIONS

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

21. DESIGN CRITERIA DISCLAIMER

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

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by

ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a

Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

From: [Huwe, Jacob](#)
To: [Tracy Halstengard](#)
Subject: Site A Soil Borings Quotes
Date: Friday, February 28, 2025 9:01:58 AM
Attachments: [image001.png](#)
[image002.png](#)
[Terracon_PM5255013 - Whitney Site A_signed.pdf](#)
[AET Bid.pdf](#)
[Braun GEO PROPOSAL Roseau River Watershed Borings1.pdf](#)

Hi Tracy,

We have received three quotes for the drilling and soil testing for Site A. Here is the summary:

	TOTAL
HDR Estimate	\$ 11,176
Terracon	\$ 11,550
AET	\$ 13,705
Braun	\$ 18,742

Terracon has the best bid, and we have no issues with their proposal. If you are able to authorize Terracon to proceed, we can notify them.

Sincerely,

~Jake



Jake Huwe, PE
Project Manager



213 LaBree Ave N, Suite 203
Thief River Falls, MN 56701
Office 218.681.6100
Mobile 218.416.2570
Jacob.Huwe@hdrinc.com

hdrinc.com/follow-us

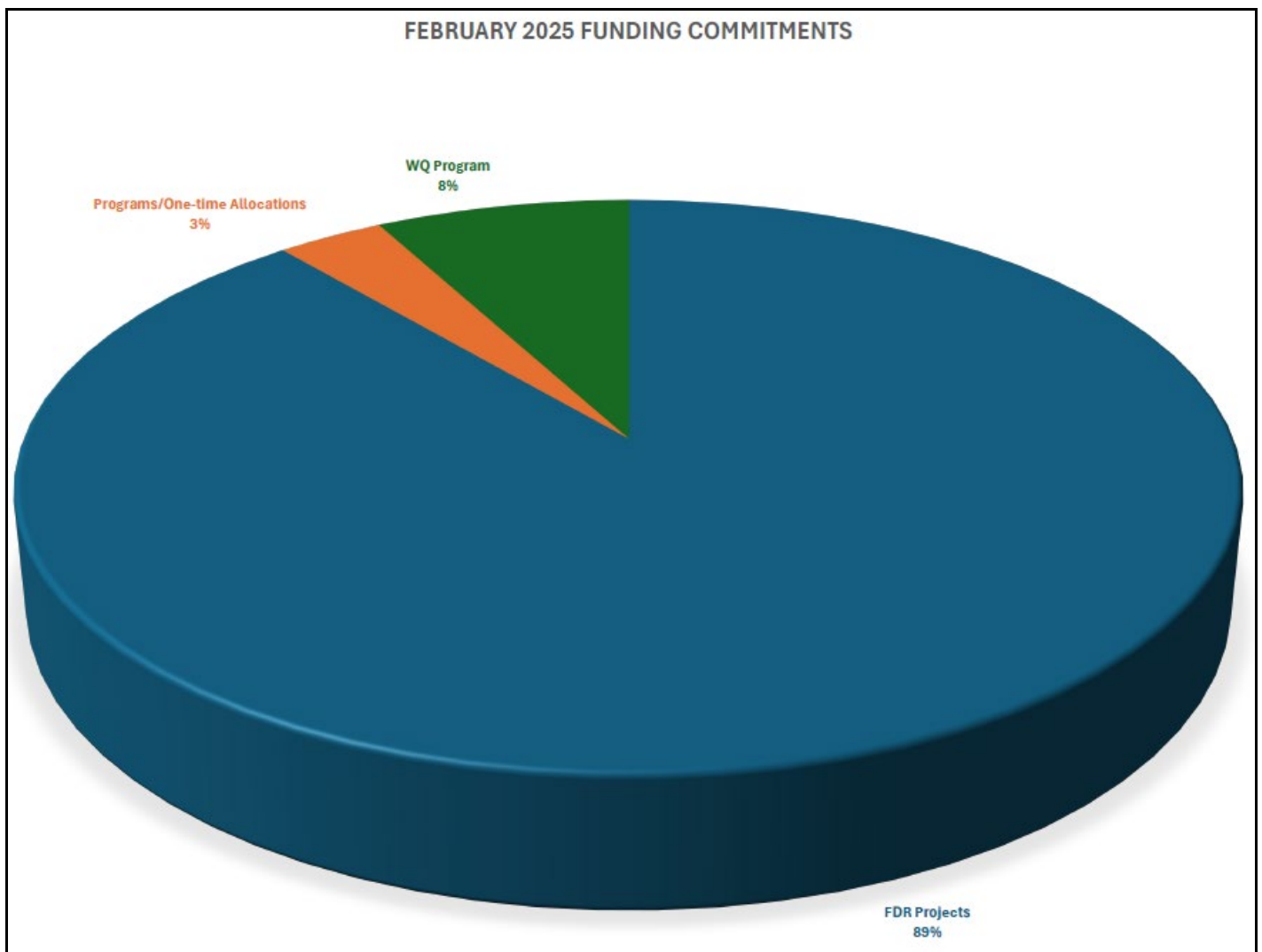


Meeting Highlights – February 11, 2025

1. **Funding Commitments:** Information was presented regarding current funding commitments of the 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:	\$17,525,573.08
• Water Quality Program: Base Funding	\$ 750,422.73
• Water Quality Program: Competitive Funding	\$ 800,954.57
• Annually Funded Programs/One-time Allocations:	\$ 652,557.96
TOTAL Remaining Funding Commitments:	\$19,729,508.34

Below is an illustration of current RRWMB funding commitments as of February 2025. Annual operating expenses are not included in funding commitments.



- 2. Technical Committee Recommendations (TAC):** The RRWMB Managers approved recommendations from the TAC regarding the following flood mitigation/water storage projects.
- **Nelson Slough Improvement Project:** The Step 3 Submittal was approved and a final funding agreement between the RRWMB and Middle-Snake-Tamarac Rivers Watershed District will be forthcoming.
 - **Klondike Clean Water Retention Project:** The Revised Step 2 Submittal from the Two Rivers Watershed District (TRWD) was approved, with the RRWMB Managers approving an additional financial commitment of \$6,850,000.00 for the Project. An updated funding agreement will be forthcoming between the RRWMB and TRWD.
- 3. TRWD Funding Request – Horseshoe Lake Project:** The RRWMB Managers approved accepting the application of the TRWD of \$112,365.00 for the Project, which was built in 1968 and modified in 2005 using partial RRWMB funding. The Project will involve replacement of the outlet structure. The Project was referred on to the TAC for technical review and below is information about funding partners.

Funding Partner	Amount	Percent
Minnesota Department of Natural Resources	\$220,000.00	46.59
Federal Emergency Management Agency (FEMA)	\$82,000.00	17.36
RRWMB	\$112,365.00	23.79
TRWD	\$57,885.00	12.26
Total	\$472,250.00	100.00

- 4. Rural Flood Mapping (RFM) Project:** A grant agreement of \$1 million was approved with Minnesota Homeland Security and Emergency Management (HSEM) for RFM, with the funds being pass-through from FEMA to Minnesota HSEM. The RRWMB will be moving forward with a contract and scope of services with the team comprised of the International Water Institute and Houston Engineering Incorporated to commence work on the Project. Two Procurement Procedures for Technical Services were also approved by the Managers – one for compliance with federal standards when federal funding is used, and the other for instances when non-federal funds are used.
- 5. Next meeting:** The RRWMB will hold its next meeting on Tuesday, March 18, 2025 at the Marriott Hotel and Convention Center at 10:00 a.m. located at 1080 28th Avenue South, Moorhead, Minnesota, 56560. The joint annual conference of the RRWMB and Flood Damage Reduction Work Group will convene at the Marriott on March 18, 2025 at 1:00 p.m.

Day two of the event will commence at 8:30 a.m. Several radio shows will be broadcast live from the event over the two-day conference including R&J Broadcasting FM106.5, Farm Talk Radio AM890, Red River Farm Network, and KFGO News and Views AM790. More information about the day and a half event can be found at the following link:

<https://www.rrwmb.us/event-list>

2024 MNDNR DAM SAFETY INSPECTION REPORT

Norland 36, Roseau County - MN01565

Dana Dostert PE. PG - February 10, 2025

Engineers from MNDNR Dam Safety inspected the Norland 36 Flood Water Impoundment Dams on October 15 and 16, 2024. Such inspections are conducted on a regular basis as required by Minnesota Rules. Class III (Low Hazard) Dams, such as Norland 36 Impoundment, are normally inspected every eight years.

Dam Safety found the Norland 36 Impoundment to be well maintained and in good condition. Concrete was in very good condition and gates were mostly open but not checked for operability. Vegetation was well managed. No Dam Safety issues were noted.

Dam Safety will reinspect the Norland 36 Impoundment Dams in 2032.



Photo 1 - Southwest Outlet structure.



Photo 2 - Looking east down the southern embankment dam.



Photo 3 - Southeast control structure.



Photo 4 - Southeast control structure.



Photo 5 - West central control structure.



Photo 6 - West central control structure.



Photo 7 - Northwest Control Structure.



Photo 8 - Northwest conduit outlet.

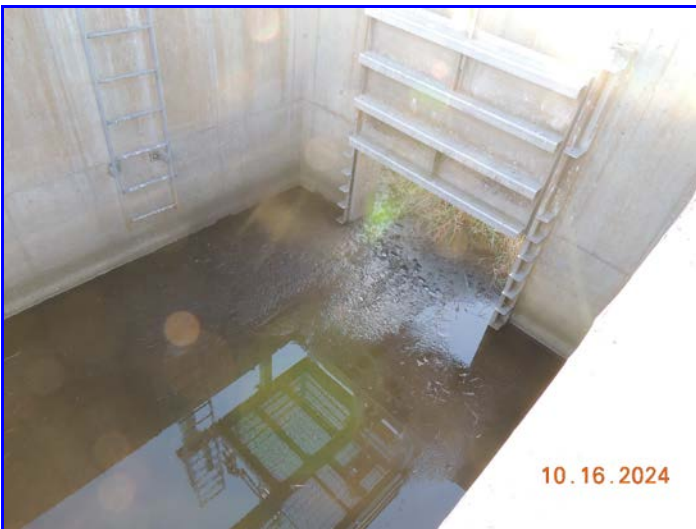


Photo 9 - Northwest stilling basin inlet.



Photo 10 - Northwest stilling basin.



Photo 11 - Northeast inlet structure: Looking downstream at the stilling basin and outlet control structure to the west. The two conduits shown are the downstream end of the impoundment inlet.



Photo 12 - Closer view of the outlet gates and stilling basin at the northeast inlet structure.



Photo 13 - Northeast inlet structure: Lateral gate connecting to the southern ditch.

RRWD Maintenance Contractors 2025

Duxby Levee

Maintenance needed: Mowing

Contractor: Leon Mitsatko

Equipment: 7' mower

Rate: \$80/hr.

Hay Creek Setback Levees

Maintenance needed: Haying

Contractor: Jeff Erickson/Nick Robertson

Equipment: Unknown

Rate: None - Haying

Norland Impoundment

Maintenance needed: Mowing/Haying

Contractor: Pete Kvien or Jeff Erickson

Equipment: Unknown

Rate: Unknown

Palmville

Maintenance needed: Mowing

Contractor: Unknown

Equipment: Unknown

Rate: Unknown

WD115

Maintenance needed: Mowing

Contractor: Unknown

Equipment: Unknown

Rate: Unknown

West Interceptor

Maintenance needed: Haying

Contractor: Nick Robertson

Equipment: Unknown

Rate: None - Haying

CD16

Maintenance needed: Mowing

Contractor: Jason Braaten

Equipment: Unknown

Rate: Unknown

RESOLUTION CLOSING BOARD MEETING

WHEREAS, the Minnesota Open Meeting Law, Minn. Stat. § 13D.05, subd. 3(b) states that “meetings may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege;” and

WHEREAS, the RRWD seeks to meet with its attorney, to discuss the potential litigation; and

WHEREAS, it would be detrimental to the interests of the Board of Managers of the RRWD to hold a public discussion with its attorney regarding the strengths and weaknesses of its legal position(s), strategy, and potential settlement position where an opposing party or opposing attorney could listen to or be made aware of the RRWD’s positions; and

WHEREAS, there is an absolute need for the RRWD Board of Managers to obtain confidential legal advice regarding the pending litigation and potential settlement in order to maintain the attorney-client privilege.

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

1. The Roseau River Watershed District Board of Managers hereby closes this meeting based upon the attorney-client privilege pursuant to Minn. Stat. § 13D.05, subd. 3(b);
2. The specific subjects to be discussed, pursuant to Minn. Stat. § 13D.01, subd. 3, are the legal strategy in responding to potential litigation against the RRWD.

Dated this 6th day of March, 2025.

Chairman

Secretary