

REGULAR MEETING of the BOARD OF MANAGERS  
**Thursday January 8, 2026 – 12:00 p.m.**  
RRWD OFFICE 714 6<sup>th</sup> Street SW, ROSEAU MINNESOTA



**Agenda**

❖ **CALL TO ORDER:**

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

❖ **BOARD REORGANIZATION:** \_\_\_\_\_

❖ **CONSENT AGENDA:** \_\_\_\_\_

- December 11, 2025 regular board meeting minutes
- Treasurer's report
- Permits (*no permits for this meeting*)
- Review and approve manager and employee expense vouchers

❖ **OLD BUSINESS:**

❖ **NEW BUSINESS:** \_\_\_\_\_

- Citizens Advisory Committee meeting: \_\_\_\_\_
- HDR General services contract: \_\_\_\_\_

❖ **1:00 P.M. – Bid opening**

❖ **PROJECTS:**

- Roseau Lake: \_\_\_\_\_
  - Sprague Creek update: \_\_\_\_\_
  - Payment Application approval \_\_\_\_\_
- CD 8: \_\_\_\_\_
  - Landowner meeting recap \_\_\_\_\_
  - Reestablishment of record \_\_\_\_\_
  - Redetermination of benefits \_\_\_\_\_
- WD 3 Landowner meeting recap: \_\_\_\_\_
  - Reestablishment of record \_\_\_\_\_
  - Maintenance and repair work \_\_\_\_\_
  - Redetermination of benefits \_\_\_\_\_

❖ **REPORTS:**

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

❖ **OTHER ITEMS:** \_\_\_\_\_

❖ **CLOSED MEETING: LITIGATION**

❖ **NEXT MEETING DATE:** February 5, 2025 @ 12:00 p.m.

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

❖ **DATES TO REMEMBER:**

- January 13-15, 2026: RRBC Conference, Winnipeg
- January 20, 2026: RRWMB Legislative Open House, Moorhead
- March 3<sup>rd</sup>, 2026: MN Watershed's Legislative Event, St. Paul
- March 17 & 18, 2026: March Conference, Moorhead

## 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**: (2025 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. 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

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**: (2025 Vice-Chairmanship held by Manager Johnson)

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. 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

*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**: (2025 Secretary held by Manager Voll)

Manager \_\_\_\_\_ nominates Manager \_\_\_\_\_ for the office of Chairperson. Any further nominations \_\_\_\_\_

Motion to cease nominations and cast a unanimous ballot for Manager \_\_\_\_\_ for Secretary. 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

*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**: (2025 Treasurer 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 Treasurer. 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

## Appointments

	<u>2025</u>	<u>2026</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	_____
FSA Representative	Manager Diesen	_____
RRWMB representative	Manager Braaten, Delegate Manager Voll, Alternate	_____ _____
RRIW representative	Managers Voll & Schmalz Manager Braaten, alternate	_____ _____
Personnel	Managers Braaten & Voll	_____
Land Use / Building	Managers Diesen & Braaten	_____
Project Team Delegates	Lake Bottom – Braaten & Wensloff Whitney Lake – Wensloff & Braaten Juneberry – Schmalz & Braaten All managers are alternates	_____ _____ _____

## 2026 Meetings

### Regular meetings:

January 8 – 12 p.m.

February ?? – 12 p.m.

March 5 – 8 a.m.

April 2 - 8 a.m.

May 7 – 8 a.m.

June 4 -- 8 a.m.

July 2 – 8 a.m.

August 6 -- 8 a.m.

September 3 – 8 a.m.

October 1 – 8 a.m.

November 5 – 8 a.m.

December 3 -- 8 a.m.

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD  
OF MANAGERS MEETING HELD DECEMBER 11, 2025**

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

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

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

**OTHERS PRESENT:**

**CONSULTING STAFF PRESENT:** Erik Jones, Houston Engineering; Jaqueline Turnow and Michelle Moren, Attorneys; Torin McCormack, HDR Engineering; Tom Enright, DNR; Matt Fisher, BWSR

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

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

- Approval of November 6, 2025, regular meeting minutes
- Treasurer's Report with normal monthly bills from Moren Law Office (\$1,7652.50) and HDR Engineering, Inc. (\$10,871.25), including additional bills from Marco (\$1,265.00), DMV (\$608.50), Natural Resources (\$17.22) and RRWMB (\$1,988.00). There were two additional receipts from Kittson County (\$3,778.97) and LOW County (\$594.87).
- Review and approve manager and employee expense vouchers as read by Manager Braaten.

**PERMITS:** There were no permits at this meeting.

**DELEGATION:** There were no delegates at this meeting.

**OLD BUSINESS:** Paid Family Leave Policy: Attorney Moren provided the board with the new Paid Family Leave policy to review. The RRWD Paid Family Leave Policy will now include the board's vote to pay the .66% employee contribution. Manager Braaten made **motion** to adopt the Paid Family Leave policy. Manager Voll seconded the motion. The motion carried unanimously.

**NEW BUSINESS:** Manager Voll noted a phone call he received from a Roseau County Commissioner, regarding terms of a real estate purchase. The commissioner stated they received complaints from a constituent, not the seller. Attorney Moren explained the District was within the law to negotiate the terms of purchase and had provided the pertinent statute to the County Attorney.

## **PROJECTS:**

- Santl site update: Engineer Jones started the discussion with the possibility of using RIM funding on the Santl site. He stated that the landowners in the area are in favor with moving forward with the next steps. Administrator Halstensgard clarified the RIM funding application process. After the land purchase is complete, the RRWD will own the land and perform regular maintenance. The landowners were given a non-binding copy of the application. Engineer Jones also explained some of the design elements being considered.
- WD3 legal survey: Administrator Halstensgard stated that in order to move forward with the Records of Re-establishment, we need to get a legal survey done. Erik Jones referenced the map of known and unknown corners included in the packet with the Proposal for Legal Survey Services. He gave a quick description of what is needed and included in the contract. Manager Johnson made a **motion** to approve the Houston Engineering contract for legal survey. Manager Braaten seconded the motion. The motion carried unanimously.
- Hay Creek PT update: Administrator Halstensgard gave a Project Team update. She talked to Roseau County Engineer, Ericka Halstensgard, about the priority side water inlets that were contracted out this fall. One of two proposed SWIs was completed. She also noted the County's plan to bid the CD9 repair with the bid opening scheduled in January. Technician Broten sent in TSA applications for the Wahlstrom and Gustafson sites.

### **Roseau Lake: construction update:**

Sprague Creek update: Technician Broten noted Gladen Construction's progress. Torin McCormack gave an in-depth update with pictures. They are operating on schedule and are projected to be done before Christmas.

Administrator Halstensgard added an update to Roseau Lake funding. She talked about the LSOHC bill and a readjustment to funding total. Because of an additional approximately \$20 million added to the LSOHC budget, the RRWD has been awarded an additional \$461,000 for a total of \$3,505,000. This may still be adjusted after the February Budget Forecast.

Administrator Halstensgard noted the positive feedback she received about presentation Technician Broten and Mr. McCormack's gave at the MN Watersheds Conference in Nisswa last week.

Payment Application approval: Manager Voll made a **motion** to approve the payment application 01-15 to Spruce Valley for \$264,802.91. Manager Braaten seconded the motion. The motion carried unanimously.

Set bid opening date: Manager Voll made a **motion** to set the bid opening for January 8, 2026 @ 1:00 p.m. Manager Johnson seconded the motion. The motion carried unanimously. There will be a pre-bid meeting scheduled before the bid opening.

## **REPORTS:**

Administrator: Administrator Halstensgard noting the RRIW checking account balance. Manager Voll made a **motion** to add \$2,500 to the RRIW bank account. Manager Braaten will ask the RRWMB to match. Manager Johnson seconded the motion. The motion carried unanimously. Manager Voll left the meeting.

RRWMB: Manager Braaten gave a short update.

Technician: Technician Broten provided a written report about the Hay Creek BMPs, the post installation on the Texas Crossing on CD8, and the Sprague Peatland Restoration (Roseau Lake Mitigation.) He also mentioned landowner, Sean Barret expressing concern over a drainage issue on his land along WD115.

After a **motion** by Manager Braaten, seconded by Manager Schmalz, the meeting was adjourned at 1:07 p.m. The next meeting will be held on January 8, 2026, at 12:00 p.m.

Respectfully submitted,

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Laverne Voll, Secretary

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Tracy Halstensgard, Administrator

## December 2025 Treasurer's report

Checkbook Balance as of December 3, 2025	\$446,872.17
<b>Receipts:</b>	
Citizens State Bank -- interest 11-17-25	\$ 196.48
State of Minnesota -- Whitney Lake reimbursement	\$ 56,566.70
Red River Watershed Management Board -- Roseau Lake reimbursement	\$ 1,053,369.07
Marshall County -- Share of taxes	\$ 1,296.94
Marshall County -- Share of taxes, SD 51	\$ 171.40
Kittson County -- Share of taxes	\$ 3,778.97
LOW County -- Share of taxes	\$ 594.87
Beltrami County -- Share of taxes	\$ 273.50
<b>Total:</b>	<b>\$ 1,116,247.93</b>
<b>Bills:</b>	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.89
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,781.53
Tawni Wensloff -- wages	\$ 2,927.05
Jason Braaten -- Per Diem & mileage	\$ 246.28
Carter Diesen -- Per Diem & mileage	\$ 275.68
James Johnson -- Per Diem & mileage	\$ 775.70
Cody Schmalz -- Per Diem & mileage	\$ 181.94
LaVerne Voll -- Per Diem & mileage	\$ 396.71
Tawni Wensloff -- reimbursement	\$ 176.70
Elan Financial Services -- credit card	\$ 1,592.58
City Of Roseau -- utilities	\$ 311.52
Marco Technologies -- contract	\$ 91.00
Marco --	\$ 264.08
Patrick Moren Law Office -- Legal Fees	\$ 1,762.50
Roseau Electric Co-op -- Int/phone --	\$ 128.86
Verizon Wireless -- Trimble	\$ 40.01
Spruce Valley Corporation -- payment #15	\$ 264,802.91
Halverson Sand and Gravel -- Hay Creek culvert repair	\$ 1,647.80
Northern Resources -- gas	\$ 17.22
Marco -- email retrieval for litigation	\$ 1,265.00
DMV -- license for truck and trailer	\$ 608.50
Houston Engineering -- River Restoration & Santl Side	\$ 8,173.00
RRWMB -- PT Facilitation	\$ 2,144.00
HDR Engineering -- Inv #1200771714, 1200771717 & 1200771719	\$ 9,650.50
HDR Engineering -- Inv #1200771715, 1200771716 & 1200771718	\$ 4,299.00
HDR Engineering -- Inv #1200771713, 1200771720 & 1200770826	\$ 60,790.75
<b>Total:</b>	<b>\$372,307.71</b>



## January 2026 Treasurer's report

Checkbook Balance as of December 30, 2025	\$376,615.66
Receipts:	
Citizens State Bank -- interest	
State of Minnesota -- Market Value Credit	\$ 9,438.86
Roseau County -- Share of taxes	\$ 283,494.87
Total:	\$ 292,933.73
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 6,160.20
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,915.14
Tawni Wensloff -- wages	\$ 3,193.49
Jason Braaten -- Per Diem & mileage	
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	\$ 1,099.20
City Of Roseau -- utilities	
Roseau Times-Region -- notices	\$ 1,009.80
Minnesota Energy Resources -- natural gas	\$ 81.44
Marco Technologies -- contract	\$ 91.00
Marco -- copier contract	\$ 264.08
Patrick Moren Law Office -- Legal Fees	
Roseau Electric Co-op -- Int/phone --	\$ 126.86
Verizon Wireless -- Trimble	\$ 40.01
Multi Office Products -- envelopes & paper	\$ 289.65
Riverside Garage Door Company -- garage door repair	\$ 122.00
Northern Resources -- gas	
Red River Watershed Management Board -- share of taxes	\$ 77,456.41
LSSP Corporation -- Pinpoint subscription renewal	\$ 2,250.00
Houston Engineering -- River Restoration	\$ 1,362.75
Houston Engineering -- Hay Creek Subwatershed	\$ 6,810.25
Houston Engineering -- MS4Front software subscription	\$ 3,000.00
League of Minnesota Cities -- 2026 membership dues	\$ 2,497.00
HDR Engineering -- Inv #1200780225 Juneberry / Big Swamp North	\$ 5,835.00
HDR Engineering -- Inv #1200780226 WD 3 outlet	\$ 605.70
HDR Engineering -- Inv #1200780227 WD3 Re-establishment	\$ 477.50
HDR Engineering -- Inv #1200780230 Technical Assistance	\$ 2,078.50
HDR Engineering -- Inv #1200780228 CD 8 re-establishment	\$ 430.00
HDR Engineering -- Inv #1200780229 CD 8 FEMA	\$ 232.50
HDR Engineering -- Inv #1200786897 Spruce 35	\$ 1,840.00
HDR Engineering -- Inv #1200780232 Roseau Lake	\$ 23,413.05
HDR Engineering -- Inv #1200782620 Big Swamp North - Badger Creek	\$ 5,323.75
Total:	\$150,005.28



December 30, 2025

Board of Managers  
Roseau River Watershed District  
714 6<sup>th</sup> Street SW  
Roseau, MN 56751

**RE: 2026 On-Call Engineering Services**

Members of the RRWD Board of Managers,

In response to your request for engineering services, HDR Engineering, Inc. (HDR) is pleased to provide the following proposal for **General Engineering Tasks and Services**.

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

Sincerely,  
**HDR Engineering, Inc.**

A handwritten signature in black ink, appearing to read 'Nathan P. Dalager'.

Nathan Dalager, P.E.  
Project Manager

A handwritten signature in black ink, appearing to read 'Christine Wiegert'.

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

Encl: Proposal  
Rate Summary  
HDR Engineering, Inc. Terms and Conditions for Professional Services

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## Proposal for On-Call Engineering Services

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### Background

HDR has served as Roseau River Watershed District's trusted advisor and consultant on watershed management projects large and small for more than 19 years. We have designed and helped to implement flood control, watershed management, and environmental projects that protect lives, preserve property values, and safeguard natural resources throughout the watershed.

The year will present more of the same kinds of challenges for watershed managers in Minnesota. As your on-call consultant, we stand ready to continue helping you to meet these challenges with expert advice, design, and construction administration services, as and when you require them.

### Approach

The requested services will be engaged only upon request by the District and will generally follow the procedure outlined below.

- RRWD Administrator will contact HDR with a specific task, project, meeting, or scope.
- HDR will meet with the Administrator to refine the details of the task order scope and fee.
- HDR will execute the project based upon the scope and fee detail.

An example of tasks commonly included with these on-call requests are described below.

### ***Project Management and Coordination***

This task consists of the overall management of individual projects or task orders, project communication, and coordination of conferences and meetings.

HDR project management includes setting up contract documents, planning project activities, communicating task responsibilities with the project team, and completing a quality assurance review of the deliverables.

Monitor and control the project budget, scope of work and schedule; manage the project goals and objectives; manage and coordinate resources including staff scheduling and invoicing.

### ***RRWD Permit Reviews***

Upon request, HDR will review the materials provided by the RRWD and follow up with recommendations for the RRWD Board.

### ***Watershed Project Planning and Funding Pursuit***

Upon request, HDR will participate in Project development and strategic planning, permitting coordination, and similar project planning deliverable development. HDR will support RRWD funding support efforts and grant applications in a collaborative fashion.

## **Concept and Preliminary Design**

Upon request, HDR will perform surveys and designs for small projects such as erosion control, side water inlets, 1W1P projects, and the like.

## **Meetings**

Upon request, HDR will conduct research, prepare, and develop presentations for the meetings and the Board. HDR will attend the meetings in person and/or virtual as requested.

## **Technical Assistance, Field Work, Construction Administration, and RRWD Staff Support**

Upon request, HDR will conduct field surveys, on-site construction observation, preparation of maps, preparation of as-built drawings, landowner coordination, and overall general support for RRWD staff.

## Specific Projects

The requested services and projects will be engaged only upon request by the District. The following Projects have been identified and previously approved by the Board, and are outlined below in terms of potential estimated cost.

- Technical Services - \$20,000
- CD 8 Re-establishment of Record - \$20,000
- WD 3 Re-establishment of Record - \$20,000
- WD 3 Lat 2 Outlet Repair - \$15,000
- WD 3 Lat 2 Slough Repairs - \$15,000
- Hay Creek Project Team - \$15,000
- Big Swamp North Project Team - \$50,000

## Project Team and Hourly Rates

Key members of the HDR team include the following:

Role	Staff	2026 Hourly Rate
Contract Manager	Nate Dalager, PE	\$260
Project Manager	Dillon Nelson, PE	\$195
Project Engineer	Jacob Huwe, PE	\$195
Environmental Scientist	Torin McCormack	\$180
Project Engineer	Kerrie Berg, PE	\$180
Construction Administrator	Randy Knott	\$180
Sr. Project Engineer	Glen Krogman, PE	\$260
Civil Technician	Matt Angel / Aly Foty	\$125

## General Services Rates

**The attached rate schedule** shows HDR's general range of rates for 2026. The schedule also describes terms for direct expenses. This agreement is set for an amount of **\$155,000** based upon future tasks and services to be requested and approved by RRWD. The fees will be billed monthly on a time and materials basis. If no tasks or services are requested, there is no charge. Additional tasks and fees that exceed this initial amount will be approved by the RRWD Administrator and/or RRWD Board on a case-by-case basis. A review of this contract will occur every 6 months in order to revise and adjust this agreement as projects evolve and more specific details emerge for each task.

## Notice to Proceed

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 (Nate) at 218.681.6100.

### **NOTICE TO PROCEED**

Client

**Roseau River Watershed District**

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

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

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

Consultant

**HDR Engineering, Inc.**

By: 

Name: Christine Wiegert

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

## HDR Rate Schedule 2026

2026 Estimated Rate Schedule**	
Classification	2026 Rate Ranges
<b>Project Principal</b>	\$290 - \$420
<b>Principal Engineer/Planner/Scientist/Analyst</b>	\$240 - \$400
<b>Project Manager (Level I to IV)</b>	\$165 - \$400
<b>Senior Engineer/Planner/Scientist/Analyst</b>	
Level IV	\$341 - \$390.99
Level III	\$299 - \$340.99
Level II	\$259 - \$298.99
Level I	\$199 - \$258.99
<b>Engineer/Planner/Scientist/Analyst</b>	
Level IV	\$181 - \$198.99
Level III	\$167 - \$180.99
Level II	\$146 - \$165.99
Level I	\$90 - \$145.99
<b>Right of Way/Strategic Communications/Designer</b>	
Level IV	\$242 - \$292.99
Level III	\$190 - \$241.99
Level II	\$137 - \$189.99
Level I	\$80 - \$136.99
<b>Project Support</b>	
Project Support Specialist	\$120 - \$190
Technical Project Support	\$110 - \$180
Clerical Support	\$70 - \$125
<b>Direct Expenses</b>	
<b>Travel Costs:</b> Mileage   Auto Rental, Lodging, Meals, Fuels, Airline Tickets, Taxi, Parking	IRS Allowable   At Cost
<b>Outside Expenses:</b> Including but not limited to: photographs, printing, duplicating, color copies, plotting, binding, plan reproduction, express mail, couriers, telephone, project specific materials, equipment rental, and maps.	May be subject to markup
<b>Sub-Consultants including Expenses/Contracted Labor</b>	May be subject to markup

Rates Effective Through 12/27/2026. Rates for subsequent years will increase by approximately 4.5% per year.

\*\* Actual billing rates are derived from HDR's labor cost times a multiplier to cover overhead costs. Overhead costs include rent, insurance, utilities, office furniture, employee benefits, and taxes. If any HDR employee rate falls outside of their classification's specified range this will require client approval. HDR's Project Manager will notify the client's Project Manager to request approval.

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

### 1. STANDARD OF PERFORMANCE

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.

### 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. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,500,000 per occurrence. 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 to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), 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. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

### 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. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related 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. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents,

opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## **7. SUCCESSORS, ASSIGNS AND BENEFICIARIES**

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. No third party beneficiaries are intended under this Agreement.

## **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 to the other 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 payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

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 OWNER receives ENGINEER's 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, contract, purchase order, requisition, notice-to-proceed, or like document.

## **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. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **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. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

#### **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 reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### **19. NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's

attention prior to beginning the underground sampling/testing.

## 21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

## 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).



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contractor): Gladen Construction, Inc.	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehab, Phase 3 and 4	Application No.: 03-06.1	Application Period: 11/1/2025- 12/21/2025

Application for Payment  
Change Order Summary


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

1. ORIGINAL CONTRACT PRICE	\$ 7,699,778.60
2. NET CHANGE BY CHANGE ORDERS	\$ 335,818.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 8,035,596.60
4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate)	\$ 4,572,622.09
5. RETAINAGE: 5% of Completed Work and Stored Material	\$ 228,631.10
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 4,343,990.98
7. LESS PREVIOUS PAYMENTS	\$ 3,847,472.03
8. AMOUNT DUE THIS APPLICATION	\$ 496,518.95
9. BALANCE TO FINISH	\$ 3,462,974.51
10. PERCENT COMPLETE	56.90%

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Gladen Construction, Inc.

By:  Amanda Dyer	Date: 12/19/25
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Payment of:  
\$ 496,518.95 is recommended.

HDR Engineering, Inc.

By:  Nate P. Dalager	Date: 12/19/2025
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Roseau River Watershed District

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

To (Owner): Roseau River Watershed District	From (Contractor): Gladen Construction, Inc.	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehab, Phase 3 and 4	Application No.: 03-06.1	Application Period: 11/1/2025- 12/21/2025

Summary of Previous Payments

Application No.	Application Period	Payment Amount
03-01.1	5/01/2025 - 5/31/2025	\$ 414,560.66
03-01.2	5/01/2025 - 5/31/2025	\$ 314,540.25
03-02.1	6/01/2025-6/30/2025	\$ 487,635.00
03-02.2	6/01/2025-6/30/2025	\$ 277,771.12
03-03.1	7/01/2025-8/27/2025	\$ 260,674.40
03-04.1	8/27/2025-9/23/2025	\$ 526,465.26
03-04.2	8/27/2025-9/23/2025	\$ 498,417.50
03-04.3	8/27/2025 -9/23/2025	\$ 554,951.57
Application No.	Application Period	Payment Amount
03-05.1	9/23/25-10/31/25	\$ 512,456.27
03-06.1		



Contractor's Application and Certificate for Payment

For (contract):		For (Contract): Roseau Lake Rehab, Phase 3 and 4						Contractor:		Gladen Construction, Inc.			
Application No.:		03-06.1						Application Period:		11/1/2025- 12/21/2025			
A					B	C	D	E	F	G	H	I	J
Item						Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Quantity to Finish  (A - F)
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period						
1404.500	MAINTENANCE OF TRAFFIC, CONTROL OF TRAFFIC, TRAFFIC CONTROL DEVICES, AND RESTORATION OF HAUL ROADS (LS)	LS	1	\$8,500.00	\$ 8,500.00	0.50	0.00	0.00	0.50	50.00%	\$0.00	\$4,250.00	0.50
2021.501	MOBILIZATION (LS)	LS	1	\$773,000.00	\$ 773,000.00	0.75	0.00	0.00	0.75	75.00%	\$0.00	\$579,750.00	0.25
2101.501	CLEARING AND GRUBBING (P)	ACRE	132	\$2,600.00	\$ 343,200.00	132.00	0.00	0.00	132.00	100.00%	\$0.00	\$343,200.00	0.00
2104.503	REMOVE PIPE CULVERTS (LF)	LF	287	\$20.00	\$ 5,740.00	287.00	0.00	0.00	287.00	100.00%	\$0.00	\$5,740.00	0.00
2106.507	STRUCTURAL FILL (CV) (P)	CY	400	\$65.35	\$ 26,140.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	400.00
2106.507	COMMON EXCAVATION (EV) (P)	CY	145847	\$14.99	\$ 2,186,246.53	123969.95	10,000.00	0.00	133969.95	91.86%	\$149,900.00	\$2,008,209.55	11877.05
2106.507	COMMON EMBANKMENT(CV) (P)	CY	195685	\$3.07	\$ 600,752.95	156548.00	18,000.00	0.00	174548.00	89.20%	\$55,260.00	\$535,862.36	21137.00
2108.5	GEOSYNTHETIC CONSTRUCTION MATERIALS (GEOGRID) (SY)	SY	533	\$6.00	\$ 3,198.00	0.00	533.00	0.00	533.00	100.00%	\$3,198.00	\$3,198.00	0.00
2118.509	AGGREGATE SURFACING, CLASS 5 MOD (CV)	TON	17842	\$22.40	\$ 399,660.80	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	17842.00
2104.503	SALVAGE AGGREGATE (CV)	CY	1800	\$14.73	\$ 26,514.00	1800.00	0.00	0.00	1800.00	100.00%	\$0.00	\$26,514.00	0.00
2451.507	GRANULAR BEDDING (CV)	CY	819.5	\$45.05	\$ 36,918.48	482.85	336.65	0.00	819.50	100.00%	\$15,166.08	\$36,918.48	0.00
2452.5	PILING - H-Pile (LF)	LF	4070	\$75.00	\$ 305,250.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	4070.00
2452.501	PILING - H-Test Pile 60 feet long and Pile Analysis (EA)	EA	3	\$3,000.00	\$ 9,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	3.00
2461.502	EAST INLET STRUCTURE (LS)	EA	1	\$1,750,000.00	\$ 1,750,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	1.00
2461.503	TRIPLE 19'-10" SPAN 7'-8"ALUMINUM BOX CULVERT 49.5 ft long WITH WINGWALLS (LS)	EA	1	\$456,400.00	\$ 456,400.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$456,400.00	0.00
2501.536	36" CORRUGATED ALUMINIZED STEEL PIPE CULVERT	LF	80	\$97.95	\$ 7,836.00	80.00	0.00	0.00	80.00	100.00%	\$0.00	\$7,836.00	0.00
2501.548	48" CORRUGATED ALUMINIZED STEEL PIPE CULVERT	LF	494	\$154.20	\$ 76,174.80	494.00	0.00	0.00	494.00	100.00%	\$0.00	\$76,174.80	0.00
2501.636	36" CORRUGATED ALUMINIZED STEEL PIPE APRON	EA	1	\$964.00	\$ 964.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$964.00	0.00
2501.648	48" CORRUGATED ALUMINIZED STEEL PIPE APRON	EA	13	\$1,405.00	\$ 18,265.00	13.00	0.00	0.00	13.00	100.00%	\$0.00	\$18,265.00	0.00
2501.748	FLAP GATE (48 inch)	EA	1	\$9,700.00	\$ 9,700.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$9,700.00	0.00
2501.736	SCREW GATE (36 inch)	EA	1	\$4,550.00	\$ 4,550.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$4,550.00	0.00
2501.996	SLIDE GATE 96"x72"	EA	8	\$30,000.00	\$ 240,000.00	0.00	4.00	0.00	4.00	50.00%	\$120,000.00	\$120,000.00	4.00
2511.513	RANDOM RIPRAP - CLASS 3	CY	334	\$110.20	\$ 36,806.80	66.00	0.00	0.00	66.00	19.76%	\$0.00	\$7,273.20	268.00
2511.514	RANDOM RIPRAP - CLASS 4	CY	1405	\$98.00	\$ 137,690.00	843.00	0.00	0.00	843.00	60.00%	\$0.00	\$82,614.00	562.00
2573.502	DEWATERING	LS	1	\$50,000.00	\$ 50,000.00	0.00	0.50	0.00	0.50	50.00%	\$25,000.00	\$25,000.00	0.50
2573.503	DISK ANCHORING	ACRE	132	\$20.00	\$ 2,640.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$380.00	113.00
2573.504	WOOD FIBER AND BLANKET SYSTEM	LF	158	\$1.25	\$ 197.50	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	158.00
2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	400	\$12.00	\$ 4,800.00	400.00	0.00	0.00	400.00	100.00%	\$0.00	\$4,800.00	0.00
2574.506	SOIL BED PREPARATION	ACRE	132	\$50.00	\$ 6,600.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$950.00	113.00
2574.507	FERTILIZER, TYPE 1 (50 lbs per acre)	POUND	6600	\$0.70	\$ 4,620.00	1400.00	0.00	0.00	1400.00	21.21%	\$0.00	\$980.00	5200.00
2575.501	SEEDING	ACRE	132	\$50.00	\$ 6,600.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$950.00	113.00
2575.502	MULCH MATERIAL TYPE 1 (2 tons per acre)	TON	264	\$105.00	\$ 27,720.00	38.00	0.00	0.00	38.00	14.39%	\$0.00	\$3,990.00	226.00
2575.504	TURF REINFORCEMENT MAT, CATEGORY 4	SY	4089	\$15.66	\$ 64,033.74	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	4089.00
2575.507	WEED CONTROL AND INVASIVE SPECIES PREVENTION	LS	1	\$10,000.00	\$ 10,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	1.00
2575.509	SEED MIXTURE, Mesic Inslope (65 lbs per acre)	POUND	8580	\$7.00	\$ 60,060.00	1250.00	0.00	0.00	1250.00	14.57%	\$0.00	\$8,750.00	7330.00







Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contractor): Gladen Construction, Inc.	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehab, Phase 3 and 4	Application No.: 03-06.2	Application Period: 11/1/2025- 12/21/2025

Application for Payment  
Change Order Summary

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

1. ORIGINAL CONTRACT PRICE	\$ 7,699,778.60
2. NET CHANGE BY CHANGE ORDERS	\$ 335,818.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 8,035,596.60
4. TOTAL COMPLETED AND STORED TO DATE (Column 1 on Progress Estimate)	\$ 5,063,882.89
5. RETAINAGE: 5% of Completed Work and Stored Material	\$ 253,194.14
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 4,810,688.74
7. LESS PREVIOUS PAYMENTS	\$ 4,343,990.98
8. AMOUNT DUE THIS APPLICATION	\$ 466,697.76
9. BALANCE TO FINISH	\$ 2,971,713.71
10. PERCENT COMPLETE	63.02%

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Gladen Construction, Inc.

By:  Amanda O'Boon	Date: 12/19/25
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Payment of:  
\$ 466,697.76 is recommended.  
HDR Engineering, Inc.

By:   
Date: 12/19/2025

Roseau River Watershed District

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



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contractor): Gladen Construction, Inc.	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10061748
For (Contract): Roseau Lake Rehab, Phase 3 and 4	Application No.: 03-06.2	Application Period: 11/1/2025 - 12/21/2025

Summary of Previous Payments

Application No.	Application Period	Payment Amount
03-01.1	5/01/2025 - 5/31/2025	\$ 414,560.66
03-01.2	5/01/2025 - 5/31/2025	\$ 314,540.25
03-02.1	6/01/2025-6/30/2025	\$ 487,635.00
03-02.2	6/01/2025-6/30/2025	\$ 277,771.12
03-03.1	7/01/2025-8/27/2025	\$ 260,674.40
03-04.1	8/27/2025-9/23/2025	\$ 526,465.26
03-04.2	8/27/2025-9/23/2025	\$ 498,417.50
03-04.3	8/27/2025 -9/23/2025	\$ 554,951.57
Application No.	Application Period	Payment Amount
03-05.1	9/23/25-10/31/25	\$ 512,456.27
03-06.1	11/1/25-12/21/25	\$ 496,518.95
03-06.2	11/1/25-12/21/25	





Contractor's Application and Certificate for Payment

For (contract):		For (Contract): Roseau Lake Rehab, Phase 3 and 4						Contractor:		Gladen Construction, Inc.			
Application No.:		03-06.2						Application Period:		11/1/2025- 12/21/2025			
A					B	C	D	E	F	G	H	I	J
Item						Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored To Date (C+D+E)	Percent Complete To Date (%)	Total Cost This Period	Total Cost Complete to Date	Quantity to Finish  (A - F)
Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Scheduled Value	From Previous Applications	This Period						
1404.500	MAINTENANCE OF TRAFFIC, CONTROL OF TRAFFIC, TRAFFIC CONTROL DEVICES, AND RESTORATION OF HAUL ROADS (LS)	LS	1	\$8,500.00	\$ 8,500.00	0.50	0.00	0.00	0.50	50.00%	\$0.00	\$4,250.00	0.50
2021.501	MOBILIZATION (LS)	LS	1	\$773,000.00	\$ 773,000.00	0.75	0.00	0.00	0.75	75.00%	\$0.00	\$579,750.00	0.25
2101.501	CLEARING AND GRUBBING (P)	ACRE	132	\$2,600.00	\$ 343,200.00	132.00	0.00	0.00	132.00	100.00%	\$0.00	\$343,200.00	0.00
2104.503	REMOVE PIPE CULVERTS (LF)	LF	287	\$20.00	\$ 5,740.00	287.00	0.00	0.00	287.00	100.00%	\$0.00	\$5,740.00	0.00
2106.507	STRUCTURAL FILL (CV) (P)	CY	400	\$65.35	\$ 26,140.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	400.00
2106.507	COMMON EXCAVATION (EV) (P)	CY	145847	\$14.99	\$ 2,186,246.53	133969.95	0.00	0.00	133969.95	91.86%	\$0.00	\$2,008,209.55	11877.05
2106.507	COMMON EMBANKMENT(CV) (P)	CY	195685	\$3.07	\$ 600,752.95	174548.00	0.00	0.00	174548.00	89.20%	\$0.00	\$535,862.36	21137.00
2108.5	GEOSYNTHETIC CONSTRUCTION MATERIALS (GEOGRID) (SY)	SY	533	\$6.00	\$ 3,198.00	533.00	0.00	0.00	533.00	100.00%	\$0.00	\$3,198.00	0.00
2118.509	AGGREGATE SURFACING, CLASS 5 MOD (CV)	TON	17842	\$22.40	\$ 399,660.80	0.00	17,842.00	0.00	17842.00	100.00%	\$399,660.80	\$399,660.80	0.00
2104.503	SALVAGE AGGREGATE (CV)	CY	1800	\$14.73	\$ 26,514.00	1800.00	0.00	0.00	1800.00	100.00%	\$0.00	\$26,514.00	0.00
2451.507	GRANULAR BEDDING (CV)	CY	819.5	\$45.05	\$ 36,918.48	819.50	0.00	0.00	819.50	100.00%	\$0.00	\$36,918.48	0.00
2452.5	PILING - H-Pile (LF)	LF	4070	\$75.00	\$ 305,250.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	4070.00
2452.501	PILING - H-Test Pile 60 feet long and Pile Analysis (EA)	EA	3	\$3,000.00	\$ 9,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	3.00
2461.502	EAST INLET STRUCTURE (LS)	EA	1	\$1,750,000.00	\$ 1,750,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	1.00
2461.503	TRIPLE 19'-10" SPAN 7'-8"ALUMINUM BOX CULVERT 49.5 ft long WITH WINGWALLS (LS)	EA	1	\$456,400.00	\$ 456,400.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$456,400.00	0.00
2501.536	36" CORRUGATED ALUMINIZED STEEL PIPE CULVERT	LF	80	\$97.95	\$ 7,836.00	80.00	0.00	0.00	80.00	100.00%	\$0.00	\$7,836.00	0.00
2501.548	48" CORRUGATED ALUMINIZED STEEL PIPE CULVERT	LF	494	\$154.20	\$ 76,174.80	494.00	0.00	0.00	494.00	100.00%	\$0.00	\$76,174.80	0.00
2501.636	36" CORRUGATED ALUMINIZED STEEL PIPE APRON	EA	1	\$964.00	\$ 964.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$964.00	0.00
2501.648	48" CORRUGATED ALUMINIZED STEEL PIPE APRON	EA	13	\$1,405.00	\$ 18,265.00	13.00	0.00	0.00	13.00	100.00%	\$0.00	\$18,265.00	0.00
2501.748	FLAP GATE (48 inch)	EA	1	\$9,700.00	\$ 9,700.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$9,700.00	0.00
2501.736	SCREW GATE (36 inch)	EA	1	\$4,550.00	\$ 4,550.00	1.00	0.00	0.00	1.00	100.00%	\$0.00	\$4,550.00	0.00
2501.996	SLIDE GATE 96"x72"	EA	8	\$30,000.00	\$ 240,000.00	4.00	0.00	0.00	4.00	50.00%	\$0.00	\$120,000.00	4.00
2511.513	RANDOM RIPRAP - CLASS 3	CY	334	\$110.20	\$ 36,806.80	66.00	0.00	0.00	66.00	19.76%	\$0.00	\$7,273.20	268.00
2511.514	RANDOM RIPRAP - CLASS 4	CY	1405	\$98.00	\$ 137,690.00	843.00	0.00	0.00	843.00	60.00%	\$0.00	\$82,614.00	562.00
2573.502	DEWATERING	LS	1	\$50,000.00	\$ 50,000.00	0.50	0.00	0.00	0.50	50.00%	\$0.00	\$25,000.00	0.50
2573.503	DISK ANCHORING	ACRE	132	\$20.00	\$ 2,640.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$380.00	113.00
2573.504	WOOD FIBER AND BLANKET SYSTEM	LF	158	\$1.25	\$ 197.50	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	158.00
2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	400	\$12.00	\$ 4,800.00	400.00	0.00	0.00	400.00	100.00%	\$0.00	\$4,800.00	0.00
2574.506	SOIL BED PREPARATION	ACRE	132	\$50.00	\$ 6,600.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$950.00	113.00
2574.507	FERTILIZER, TYPE 1 (50 lbs per acre)	POUND	6600	\$0.70	\$ 4,620.00	1400.00	0.00	0.00	1400.00	21.21%	\$0.00	\$980.00	5200.00
2575.501	SEEDING	ACRE	132	\$50.00	\$ 6,600.00	19.00	0.00	0.00	19.00	14.39%	\$0.00	\$950.00	113.00
2575.502	MULCH MATERIAL TYPE 1 (2 tons per acre)	TON	264	\$105.00	\$ 27,720.00	38.00	0.00	0.00	38.00	14.39%	\$0.00	\$3,990.00	226.00
2575.504	TURF REINFORCEMENT MAT, CATEGORY 4	SY	4089	\$15.66	\$ 64,033.74	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	4089.00
2575.507	WEED CONTROL AND INVASIVE SPECIES PREVENTION	LS	1	\$10,000.00	\$ 10,000.00	0.00	0.00	0.00	0.00	0.00%	\$0.00	\$0.00	1.00
2575.509	SEED MIXTURE, Mesic Inslope (65 lbs per acre)	POUND	8580	\$7.00	\$ 60,060.00	1250.00	0.00	0.00	1250.00	14.57%	\$0.00	\$8,750.00	7330.00





## Application for Payment Change Order Summary

### Contractor's Certification

~~Contractor: Northern Harbor Construction~~

Date: 12.23.25

By: 

By: Jonathan P. Salas

**Roseau River Watershed District**

Date: \_\_\_\_\_

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



Contractor's Application and Certificate for Payment Summary

To (Owner): Roseau River Watershed District	From (Contractor): Northern Harbor Construction	Via (Engineer): Nate Dalager
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 10051748
For (Contract): Roseau Lake Rehabilitation Project - Sprague Mitigation	Application No.: 1	Application Period: 11/23/2025- 12/23/2025

Summary of Previous Payments

Application No.	Application Period	Payment Amount

Application No.	Application Period	Payment Amount





Contractor's Application and Certificate for Payment

For (contract):		For (Contract): Roseau Lake Rehabilitation Project - Sprague Mitigation				Contractor:		Northern Harbor Construction																	
Application No.:		1		A		B		C		D		E		F		G		H		I		J			
								Work Completed														Quantity to Finish (A - F)			
Item No.		Description		Unit		Contract Quantity		Contract Unit Price		Scheduled Value		From Previous Applications		This Period		Materials Presently Stored (not in C or D)		Total Completed and Stored To Date (C+D+E)		Percent Complete To Date (%)		Total Cost This Period		Total Cost Complete to Date	
2021.501		MOBILIZATION		LUMP SUM		1		\$ 30,000.00		\$ 30,000.00		0.00		1.00		0.00		1.00		100.00%		\$30,000.00		\$30,000.00	
2106.507		COMMON EMBANKMENT - DAMS		CU YD		70		\$ 20.00		\$ 1,400.00		0.00		70.00		0.00		70.00		100.00%		\$1,400.00		\$1,400.00	
2106.507		COMMON EMBANKMENT - DIVERSIONS		CU YD		470		\$ 15.00		\$ 7,050.00		0.00		470.00		0.00		470.00		100.00%		\$7,050.00		\$7,050.00	
2511.507		INSTALL RANDOM RIPRAP - CLASS III *		CU YD		10		\$ 200.00		\$ 2,000.00		0.00		10.00		0.00		10.00		100.00%		\$2,000.00		\$2,000.00	
2575.503		FLOATATION SILT CURTAIN TYPE STILL WATER		LN FT		75		\$ 20.00		\$ 1,500.00		0.00		75.00		0.00		75.00		100.00%		\$1,500.00		\$1,500.00	
		DITCH FILL - SPOIL		LN F T		30613		\$ 4.00		\$ 122,452.00		0.00		31,513.00		0.00		31513.00		102.94%		\$126,052.00		\$126,052.00	
		TW25 VINYL SHEETPILES (8' LENGTHS) - DAMS *		LN FT		80		\$ 75.00		\$ 6,000.00		0.00		80.00		0.00		80.00		100.00%		\$6,000.00		\$6,000.00	
		TW25 VINYL SHEETPILES (8' LENGTHS) - DIVERSIONS *		EACH		570		\$ 50.00		\$ 28,500.00		0.00		570.00		0.00		570.00		100.00%		\$28,500.00		\$28,500.00	
		WEED CONTROL AND INVASIVE SPECIES PREVENTION		LUMP SUM		1		\$ 1,000.00		\$ 1,000.00		0.00		1.00		0.00		1.00		100.00%		\$1,000.00		\$1,000.00	
		FEN CHANNEL PARTITIONS		EACH		15		\$ 1,000.00		\$ 15,000.00		0.00		15.00		0.00		15.00		100.00%		\$15,000.00		\$15,000.00	
		SITE RESTORATION		LUMP SUM		1		\$ 20,000.00		\$ 20,000.00		0.00		1.00		0.00		1.00		100.00%		\$20,000.00		\$20,000.00	
C.O. #1		BEAVER DAM REMOVAL		LUMP SUM		1		\$ 4,500.00		\$ 4,500.00		0.00		1.00		0.00		1.00		100.00%		\$4,500.00		\$4,500.00	
		SUBTOTAL OF PROJECT BID ITEMS								\$239,402.00												\$243,002.00		\$238,502.00	

## ROSEAU LAKE REHABILITATION PROJECT - Sprague Mitigation - ENGINEERS ESTIMATE OF PI

[illegible]**Total**

[illegible][illegible]

[illegible]



Gladen

TOTAL BID ITEM PRICE

\$65,000.00

\$3,150.00

\$16,450.00

\$650.00

\$2,625.00

\$405,622.25

\$8,000.00

\$57,000.00

\$2,000.00

\$52,500.00

\$30,000.00

\$642,997.25



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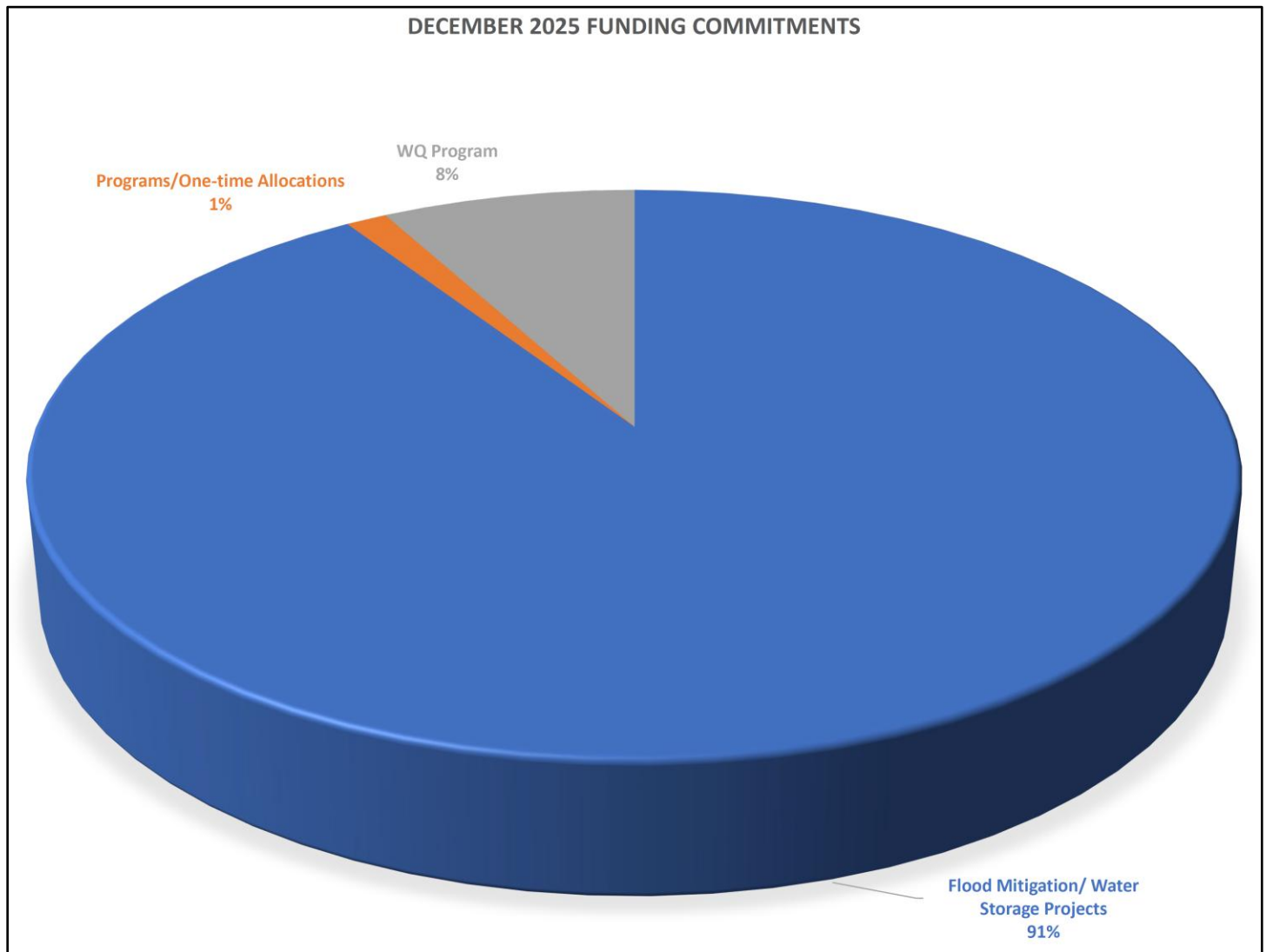
## *Meeting Highlights – December 16, 2025*

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

• <b>Flood Mitigation/Water Storage:</b>	<b>\$19,007,497.30</b>
• <b>Water Quality Program: Base Funding</b>	<b>\$ 956,247.21</b>
• <b>Water Quality Program: Competitive Funding</b>	<b>\$ 706,314.88</b>
• <b>Annually Funded Programs/One-time Allocations:</b>	<b>\$ 271,556.40</b>
<b><u>TOTAL Remaining Funding Commitments:</u></b>	<b><u>\$20,941,615.79</u></b>

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



- 2. United States Geological Survey (USGS) Streamflow Monitoring Discussion:**  
Representatives from the USGS and National Weather Service were in attendance to discuss costs to the RRWMB and its membership for streamflow monitoring in the Red River Basin (RRB). The RRWMB Managers determined that the full amount of \$122,401.00 would be allocated to the USGS for the current federal fiscal year ending September 30, 2026. For the following federal fiscal year, the RRWMB will be working closely with the USGS to determine if additional funding will be available through partners at the local, state, and federal levels.
- 3. Flood Hazard Mitigation Grant Assistance Program (FHMGP):** Discussion was held regarding how RRWMB legal counsel could be of assistance to membership in reviewing contracts with the State of Minnesota for bond funds allocated through the FHMGP via the Minnesota Department of Natural Resources (DNR). At this time, the RRWMB Managers determined that the organization would continue working with the DNR on improvements to and enhanced communication regarding the FHMGP.
- 4. RRB Feasibility Study:** The RRWMB Managers were informed that the Study, also known as the Lower Red Basin Retention Study, will have final computer modelling work conducted by local engineering firms. The United States Army Corps of Engineers (USACE) is no longer able to provide staff and funding for the effort and it is anticipated that local engineering firms will need an additional year to complete the work, which will be reviewed by the USACE. The RRWMB was informed that no additional cash funds would be needed at this time as contracts are still in place between the RRWMB and engineering firms.
- 5. Congressionally Directed Spending (CDS):** Information was shared that at this point, \$50,000.00 in CDS funds has been included for the Wild Rice Watershed District's Lower Wild Rice Restoration Project. However, the CDS appropriation process is forthcoming.
- 6. Water Resources Development Act (WRDA):** The RRWMB Managers were informed that US Representative Michelle Fischbach's office has requested information for projects to potentially be included in the next WRDA bill. RRWMB staff will prepare information to be shared.
- 7. Strategic Plan – Water Supply:** Information was shared with the RRWMB Managers about small group discussion that occurred on December 15, 2025 as directed by the board regarding water supply as directly related to flood mitigation – water storage projects. The group will meet again in January 2026.
- 8. Human Resources Committee (HRC) Recommendations:**
  - A. RRWMB Personnel Manual:** The RRWMB Managers approved a new Manual as recommended by the HRC. The new Manual will replace the outdated 2006 Manual.
  - B. Annual Staff Performance Reviews:** The RRWMB Managers accepted HRC recommendations regarding annual performance reviews of the Executive Director and Executive Assistant.
  - C. Hiring of Administrative Assistant:** The RRWMB Managers approved the hiring of Maria Tommerdahl as the RRWMB Administrative Assistant. The position is full-time starting January 1, 2026 and will convert from a part-time position. Welcome Maria!
  - D. Cost of Living Adjustment (COLA):** The RRWMB Managers approved a three-year COLA agreement for 2 percent plus the annual federal Social Security COLA for 2026, 2027, and 2028.
- 9. Next RRWMB Meeting:** Will be Tuesday, January 20, 2026 at the Marriott Hotel and Convention Center (Courtyard by Marriott). A legislative open house will also be held that day with RRB legislators. Refer to the attached flyer.

## **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, Darrell Lins, *et al* have commenced litigation regarding the Roseau Lake project and the Roseau River Restoration project; claiming *inter alia* unlawful deprivation of property; and

WHEREAS, the RRWD seeks to meet with its attorney, to discuss the pending litigation and potential settlement proposals; 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 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 the pending litigation (Roseau Lake and Roseau River Restoration matters) against the RRWD and potential settlement position.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary