

REGULAR MEETING of the BOARD OF MANAGERS
Thursday June 26, 2025 – 8:00 a.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **CONSENT AGENDA:** _____

- May 1, 2025 regular board meeting minutes
- May 16, 2025 special meeting minutes
- Treasurer's reports
- Permits
- Review and approve manager and employee expense vouchers

❖ **DELEGATION:**

❖ **OLD BUSINESS:**

- SD 51 bank stabilization (Weiland): _____
- Transfer for property to Roseau County: resolution _____

❖ **NEW BUSINESS:**

❖ **8:30 PUBLIC HEARING: Oak Crest Coulee Final Hearing**

❖ **9:30 CD 8 FEMA work bid opening:**

❖ **PROJECTS:**

- Big Swamp North (Badger Creek): _____
- Roseau Lake: _____

❖ **REPORTS:**

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

❖ **Closed meeting to discuss pending litigation:**

❖ **OTHER ITEMS:** _____

❖ **NEXT MEETING DATE:** August 7, 2025 @ 8:00 a.m.

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

❖ **DATES TO REMEMBER:**

- Joint Powers Board meeting – July 10th

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD
OF MANAGERS MEETING HELD MAY 1, 2025**

ORDER: Chairman Diesen called the meeting to order at 8:00 a.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: See attached list

CONSULTING STAFF PRESENT: Erik Jones, Houston Engineering; Nate Dalager, HDR; Michelle Moren, Attorney; Jacqueline Mosher, Attorney; Torin McCormack, HDR

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

CONSENT AGENDA: A **motion** to approve the Consent Agenda with the addition of two permit applications and with revisions to the April 3, 2025 minutes as outlined in red, was made by Manager Voll and seconded by Manager Schmalz. The motion was carried unanimously. Adoption of the Consent Agenda included:

- Approval of April 3, 2025, regular meeting minutes
- April 17, 2025, special meeting minutes as amended
- April Treasurer's Report
- Additional bills for Moren Law Office for \$3,113.75, two bills for Houston Engineering for the River Restoration project for \$10,632.00 and for the Big Swamp North Project for \$10,974.25.
- Permit 2025-07 (Matt Magnusson) & Permit 2025-08 (Brad Blawat)
- Manager and employee expense vouchers as read by Manager Braaten

DELEGATION: Erick G. Kaardal, Mohrman, Kaardal and Erickson – Mr. Kaardal spoke on behalf of landowners in the River Restoration Project area and answered some questions. Mr. Kaardal stated the Board has a choice about pre-deprivation compensation under Minnesota Statutes Chapter 117 instead of using the requirements of Minnesota Statutes Chapter 103D or 103E. Mr. Kaardal requested that the Board use Minnesota Statutes Chapter 117. He stated he wanted the hydrological engineers to be scrutinized by Courts and lawyers. He stated will put this in Federal Court, but then suggested he wanted to be a friend of the Board. He stated they are contesting the pre-deprivation procedure. He claimed that proponents of the project are idealistic and misanthropic.

OLD BUSINESS:

Building insulation quote – Manager Voll made a **motion** to hire Artic Spray Foam & Insulation insulate the entire RRWD office building for quoted price of \$3,570.00. Manager Johnson seconded the motion. Motion carried unanimously.

Personnel Policy – After a brief review of the draft presented, Manager Braaten made a **motion** to adopt the Personnel Policy updates. Manager Johnson seconded the motion. Motion carried unanimously.

Spruce 35 Wetland Bank – Mr. McCormack gave a thorough presentation on the wetland banking proposal, costs, and potential credits. Mr. McCormack asked the Board for authorization to submit the prospectus to the ACOE and to BWSR. With additional information from Engineer Jones and Engineer Dalager, Manager Voll made a **motion** to move forward with the submittals. Manager Braaten seconded the motion. The motion carried unanimously.

NEW BUSINESS:

Beaver Trapping policy – The Board reviewed the example beaver trapping policy presented by Administrator Halstensgard. After discussion the Board's decision was to not adopt a formal policy.

Payroll & bill authorization – There will be combining of the June and July meeting dates on June 26th, 2025. Manager Johnson made a **motion** to approve Administrator Halstensgard to work with the treasurer to pay the recurring monthly bills and payroll checks for the months of May through July. Chairman Diesen seconded the motion. Motion carried unanimously.

PROJECT UPDATES:

Oak Crest Coulee – Manager Braaten made a **motion** to set the final hearing date for Thursday, June 26th at 8:30 a.m. Manager Schmalz seconded the motion. Motion carried unanimously.

CD 8 FEMA – Administrator Halstensgard stated that FEMA authorization the mitigation work for CD8. She gave an update on where we're at in the process and that we are waiting for FEMA to obligate those funds. Scour repair, culvert replacements and brushing the outlet are a few things that need to be done.

Whitney Lake – Administrator Halstensgard discussed various challenges for the Whitney Lake project, including landowner opposition and lack of funding opportunities. Manager Braaten made a **motion** to place the project on hold until there is a change of statues with either issue. Manager Voll seconded the motion. Motion carried unanimously.

Big Swamp North (Badger Creek) – Engineer Jones spoke about the project stating that the project team was reviewing and providing comment on the draft EAW. Public access and right of way along the main SD 69 channel were important issues being deliberated by the project team. These topics will be discussed more during the next Project Team meeting.

Roseau Lake – Administrator Halstensgard mentioned that she would like authorization to apply for LSOHC funding. Manager Johnson made a **motion** to approve that authorization. Manager Braaten seconded that motion. The motion carried unanimously.

REPORTS:

RRWMB: Manager Braaten gave updates on the RRWMB.

Technician: Technician Broten mentioned the need for more gravel to be added to the Norland access. Halvorson's will add gravel, as they did the Norland access project originally. Manager Voll made a **motion** to do so. Manager Johnson seconded the motion. The motion carried unanimously.

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

- Summer Tour 25 – We have been coordinating plans with MN Watersheds personnel. We have a rough agenda drafted and have a good start to the summer tour plans and many other plans in motion.
- Rural flood mapping and funding discussion
- River Restoration – Michaelsohn exchange completion
- Joint Powers Board – Update on JPB meeting discussion topics including potential WD3 Lat 2 project, cattle exclusion on Hay Creek, and bank stabilization on ditches 9 & 7
- Board tables – Administrator Halstensgard will get estimates on new table options
- Real estate taxes for 2025 – Manager Voll moved to pay the 2025 taxes in full, Manager Johnson seconded the motion. The motion carried unanimously.

OTHER BUSINESS:

After a **motion** by Manager Voll, seconded by Manager Schmalz, the meeting was adjourned at 9:52 a.m. The next meeting will be held June 26, 2025, at 8:00 a.m.

Respectfully submitted,

Laverne Voll, Secretary

Tracy Halstensgard, Administrator

May 2025 Bills & Receipts

Checkbook Balance as of April 25, 2025	\$486,693.96
Receipts:	
Citizens State Bank -- interest 4-21-25	\$ 135.50
Marco Technologies -- refund	\$ 1,893.39
State of Minnesota -- IRA funding, Juneaberry Project	\$ 44,672.22
Total:	\$ 46,701.11
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.88
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,454.60
Tawni Wensloff -- wages	\$ 2,999.36
Tracy Halstensgard -- Mileage and expenses	\$ 193.90
Jason Braaten -- Per Diem & mileage	\$ 261.67
Carter Diesen -- Per Diem & mileage	\$ 710.95
James Johnson -- Per Diem & mileage	\$ 355.76
Cody Schmalz -- Per Diem & mileage	\$ 181.93
LaVerne Voll -- Per Diem & mileage	\$ 421.92
Elan Financial Services -- credit card	\$ 1,237.78
City Of Roseau -- utilities	\$ 184.73
Minnesota Energy Resources -- natural gas	\$ 126.79
Marco Technologies -- Adobe Acrobat Pro renewal	\$ 954.64
Marco -- copier contract	\$ 355.32
Patrick Moren Law Office -- Legal Fees	\$ 3,113.75
Roseau Electric Co-op -- Int/phone --	\$ 126.85
Verizon Wireless -- Trimble	\$ 40.01
Roseau County -- filing fee (Michaelsohn)	\$ 92.00
Roseau County -- deed tax (Michaelsohn)	\$ 267.30
Citizens State Bank -- safe deposit box fee	\$ 24.00
Dot.Com connection -- website maintenance 1st qtr	\$ 385.00
Anderson Bros Construction -- SD 51 debris removal	\$ 30,457.50
Red Barn Laser Engraving -- Tour expense	\$ 216.36
Houston Engineering -- invoice # 76026 & 76027	\$ 21,606.25
HDR -- Inv #1200713181, # 1200713180 & #1200713179	\$ 14,982.55
HDR -- Inv #1200713183 & Inv #1200712564	\$ 22,626.97
Total:	\$111,334.77

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT
BOARD OF MANAGERS SPECIAL MEETING – MAY 16, 2025**

The purpose of this meeting is to discuss advertising for bids for County Ditch 8 FEMA mitigation work.

MANAGERS PRESENT: LaVerne Voll, Jim Johnson (acting chairman), and Jason Braaten

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

CONSULTANTS PRESENT: Michelle Moren, Attorney; Dillon Nelson (via Teams), HDR; Nate Dalager (via Teams), HDR

OTHERS PRESENT: No others present

AGENDA: Manager Voll made a **motion** to approve the agenda, Manager Braaten seconded that motion. Motion carried unanimously.

Engineer Nelson stated that we received the FEMA Hazard Mitigation funding for CD8 and presented two different bid packages for the CD8 project. The first will consist of replacing culverts and adding a Texas Crossing this summer. The second consists of clearing and brushing to possibly take place this winter. The board discussed the plans and decided on presenting it as one bid rather than two separate bids.

Manager Johnson made a **motion** to authorize advertising for bids. Manager Voll seconded the motion. Motion carried unanimously.

The bid opening date was voted on and set for June 26th, 2025, at 9:30 a.m. with all yeas and no nays.

Discussion followed about different landowners possibly wanting to keep the timber cut from their property. Also mentioned were concerns about issues like fences and shade trees.

Manager Voll made a **motion** to adjourn the meeting, seconded by Manager Braaten. The meeting adjourned at 8:13 a.m.

Respectfully submitted,

LaVerne Voll, Secretary

Tracy Halstensgard, Administrator

May 2025 Treasurer's report		Treasurer's initials
Due to the combining of the June and July meetings and the board authorizing approval of bills by the Treasurer and Administrator during the months of May - July, this report represents bills to be paid as of May 22, 2025		Administrator's initials
Checkbook Balance as of May 21, 2025		\$432,306.35
Receipts:		
Citizens State Bank -- interest		
HDR Engineering -- refund of overpayment	\$	17,176.21
Total:	\$	17,176.21
Bills:		
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$	5,956.89
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$	3,172.89
Tawni Wensloff -- wages		
Mark Beito -- Palmville beaver trapping	\$	450.00
Elan Financial Services -- credit card		
City Of Roseau -- utilities		
Minnesota Energy Resources -- natural gas	\$	57.81
Marco Technologies -- Adobe Acrobat Pro renewal		
Marco -- copier contract - two months		
Patrick Moren Law Office -- Legal Fees		
Roseau Times Region -- notice	\$	30.60
Roseau Electric Co-op -- Int/phone --		.
Northern Resources Cooperative -- gas for vehicle	\$	144.91
Coast True Value -- supplies		
Verizon Wireless -- Trimble		
Artic Spray Foam & Insulation Inc -- attic insulation	\$	3,570.00
Solinst -- data loggers	\$	5,970.18
Houston Engineering -- invoice # 76270 GIS mapping, work on tour	\$	1,641.50
Houston Engineering -- invoice #		
Houston Engineering -- invoice #		
HDR -- WD 3 3-30-25 through 5-3-25 inv # 1200718108	\$	2,055.50
HDR -- CD 8 FEMA 3-30-25 through 5-3-25 inv # 1200718109	\$	2,030.00
HDR -- Spruce 35 Wetland Bank 3-30-25 through 5-3-25 inv #1200718110	\$	6,140.00
HDR -- SD 69 / Big Swamp North, 3-30-25 through 5-3-25 Inv# 1200718107	\$	8,330.00
HDR -- Roseau Lake 3-30-25 through 5-3-25 Inv #1200718112	\$	13,542.59
HDR -- Hay Creek Sub-watershed 3-30-25 through 5-3-25 Inv 1200718106	\$	1,402.50
HDR -- Whitney Lake site A, 3-30-25 through 5-3-25 Inv #1200720240	\$	5,980.00
Total:		\$60,475.37

June 2025 Treasurer's report		Treasurer's initials
Due to the combining of the June and July meetings and the board authorizing approval of bills by the Treasurer and Administrator during the months of May - July, this report represents bills to be paid as of June 10, 2025		_____ Administrator's initials
Checkbook Balance as of June 10, 2025		\$814,454.05
Receipts:		
Citizens State Bank -- interest 5-19-25	\$	96.97
Marshall County -- SD 51 levy	\$	372.54
Marshall County -- Current levy	\$	3,069.95
Red River Watershed Management Board -- Juneberry PT reimbursement	\$	10,000.00
Lake of the Woods County -- levy	\$	655.65
Roseau County -- levy	\$	427,558.69
Total:	\$	441,753.80
Bills:		
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement		
Blaine Broten -- Salary, Ins stipend & cell reimbursement		
Tawni Wensloff -- reimbursement	\$	80.55
Elan Financial Services -- credit card	\$	2,735.04
City Of Roseau -- utilities	\$	179.34
Minnesota Energy Resources -- natural gas	\$	57.81
Marco Technologies -- contract	\$	91.00
Marco -- copier contract	\$	177.66
Patrick Moren Law Office -- Legal Fees		
Roseau Times Region -- notice	\$	30.60
Roseau Electric Co-op -- Int/phone --	\$	126.85
Northern Resources Cooperative -- gas for vehicle	\$	160.05
Coast True Value -- supplies		
Verizon Wireless -- Trimble	\$	40.01
BradyMartz -- 2024 Audit	\$	11,670.00
Solinst -- data loggers	\$	5,970.18
Roseau Lake of the Woods Title & Abstract -- Bassett closing	\$	845.30
AB's Lawn Care -- mowing	\$	323.22
Halverson Sand & Gravel -- Roseau Lake culvert install	\$	5,588.86
Gladen Construction -- Roseau Lake payment application 3-1	\$	414,560.66
Gladen Construction -- Roseau Lake payment application 3-1.2	\$	314,540.25
Houston Engineering -- invoice #		
HDR -- WD 3 3-30-25 through 5-3-25 inv #		
HDR -- CD 8 FEMA 3-30-25 through 5-3-25 inv #		
HDR -- Spruce 35 Wetland Bank 3-30-25 through 5-3-25 inv #		
HDR -- SD 69 / Big Swamp North, 3-30-25 through 5-3-25 Inv#		
HDR -- Roseau Lake 3-30-25 through 5-3-25 Inv #		
HDR -- Hay Creek Sub-watershed 3-30-25 through 5-3-25 Inv		
HDR -- Whitney Lake site A, 3-30-25 through 5-3-25 Inv #		
Total:		\$757,177.38

RESOLUTION

WHEREAS, the Roseau River Watershed District (RRWD), the County of Roseau, and the City of Roseau have entered into a Memorandum of Agreement pursuant to the authority as set forth in Minnesota Statutes §471.59, and Minnesota Statutes Chapters 103D, 375, and 412 regarding the Roseau River Water Trail Project (Project);

WHEREAS, The Roseau River Water Trail Masterplan proposes designs for six sites that were selected along the Roseau River that are significant in terms of access and use of the Roseau River at the following specific locations: Hayes Lake State Park, Malung Town Hall, City Park, City Center, Stoe's Bridge and Ross Town Hall. The plan includes promoting the Roseau River as a water trail, which is defined as a stretch of river or lake that is mapped and managed for recreation;

WHEREAS, the RRWD has acquired parcels of real estate for development of this plan. For funding purposes, these parcels, described as follows shall be transferred to Roseau County for nominal consideration:

That part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Twenty-seven (27), Township One Hundred Sixty-three (163) North, Range Forty-one (41) West of the 5th Principal Meridian, Roseau County, Minnesota. The parcel is described as follows:

Commencing at the Southeast corner of said Section 27; thence North 00 degrees 28 minutes 23 seconds East, bearing system based on NAD 83 (2011), Roseau County, a distance of 1320.00 feet; thence West a distance of 100.00 feet to the Westerly right of way line of State Highway Number 89, said point is the point of beginning of the parcel to be described; thence continuing West a distance of 117.80 feet; thence North a distance of 164.24 feet, more or less, to the ordinary high water mark of the Roseau River; thence southeasterly along said ordinary high water mark to the westerly right of way line of said State Highway Number 89; thence South 00 degrees 28 minutes 23 seconds West along said right of way line a distance of 141.26 feet, more or less to the point of beginning and there terminating. Subject to easements, reservations and restrictions of record.

AND

That part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) lying northeasterly of the centerline of the Roseau River and northwest of the westerly right of way of Highway 113., Section Twenty-seven (27), Township One Hundred Sixty-three (163) North, Range Forty-one (41) West of the 5th Principal Meridian, Roseau County, Minnesota.

NOW THEREFORE, be it resolved by the Managers of the Roseau River Watershed District as follows:

1. That the RRWD finds that it is beneficial to transfer the subject real property to Roseau County for the advancement of the Roseau River Water Trail Project for the reasons set forth above.

2. Be it further resolved, that the RRWD shall transfer said real property to Roseau County by means of a Quit Claim Deed for nominal consideration.

The Motion for a Resolution was made by Manager _____, seconded by Manager _____, and upon a vote being taken the following voted in favor:

The following Manager(s) abstained:

The following Manager(s) were absent:

ADOPTED BY THE ROSEAU RIVER WATERSHED DISTRICT BOARD OF MANAGERS ON June 26, 2025.

Carter Diesen, Chairman

LaVerne Voll, Secretary

STATE OF MINNESOTA
Before the
ROSEAU RIVER WATERSHED DISTRICT
SITTING AS THE DRAINAGE AUTHORITY FOR
OAK CREST COULEE PROJECT

In the Matter of:

the Oak Crest Coulee Project

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE, the Board of Managers of the Roseau River Watershed District sitting as the drainage authority for the Oak Crest Coulee Project will hold a public hearing at 8:30 a.m. on June 26, 2025 at the office of the Roseau River Watershed District located at 714 6th Street SW, Roseau, Minnesota 56751. The purpose of the hearing is to review the engineer's report to the drainage authority pursuant to Minn. Stat. § 103E.555 showing that the contract with R & Q Trucking, Inc. to construct the Oak Crest Coulee Project is complete. The engineer's report has been filed with the drainage authority and is available for public inspection. Any party objecting to the acceptance of the contract may appear at the hearing and be heard. Written comments will be accepted at the hearing and by mail through the date of the hearing at the office of the Roseau River Watershed District.

/s/ Carter Diesen
Board Chair

Dated: May 1, 2025

FINAL PAYMENT

Client Project No.

HEI Project No.

5468-0010

PAYMENT NUMBER: 8

Project: Oak Crest Area Coulee Improvement Project

Location: Roseau County, MN

PERIOD OF ESTIMATE:FROM **12/31/2024** TO **6/1/2025****CONTRACT CHANGE ORDER SUMMARY**

Change Order		AMOUNT	
NO.	DATE	ADDITIONS	DEDUCTIONS
1	09/05/24	\$2,500.00	
TOTALS		\$ 2,500.00	\$ -
NET CHANGE		\$ 2,500.00	

ESTIMATE

1. Original Contract	\$ 823,685.00
2. Change Orders	\$ 2,500.00
3. Revised Contract (1+2)	\$ 826,185.00
4. Work Completed*	\$ 833,104.00
5. Stored Materials*	\$ -
6. Adjustments*	\$ (1,884.96)
7. Subtotal (4+5+6)	\$ 831,219.04
8. Retainage 0.00%	\$ -
9. Previous Payments	\$ 810,438.56
10. Amount Due (7-8-9)	\$ 20,780.48

*Detailed Breakdown Attached if Non-Zero Value

CONTRACT TIME

Completion Date Contract

Original (days)

N/A

On Schedule? Yes

Starting Date: 7/22/2024

Revised

N/A

Remaining

N/A

Final Completion: 10/31/2024**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies, to the best of his/her knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:

R & Q Trucking, Inc

By:

Date:

6/11/2025**ENGINEER'S RECOMMENDATION:**

I have reviewed the progress of the work, and to the best of my knowledge, information and belief, in accordance with the terms of the Contract, the Contractor is entitled to a partial payment in the amount requested.

 **HOUSTON**
engineering, inc.

Engineer:

By:

Tony A. Nordby
Tony A. Nordby

Date:

06/09/2025**OWNER'S APPROVAL:**

Owner:

Roseau River Watershed District

By:

Date:

REMIT PAYMENT TO:

R & Q Trucking, Inc
302 3rd St SW
Roseau, MN 56751



Client Project No.
HEI Project No. 5468-0010
Project: Oak Crest Area Coulee Improvement Project
Location: Roseau County, MN
Contractor: R & Q Trucking, Inc

PAY ESTIMATE

Page 1 of 1

PAY ESTIMATE #:	8
SUBMITTED:	6/26/2025
BEGIN DATE:	12/31/2024
END DATE:	6/1/2025

ITEM NO.	DESCRIPTION	UNIT	CONTRACT			CURRENT PAY ESTIMATE		PREVIOUS PAY ESTIMATES		PAY ESTIMATES TO DATE	
			QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Original Contract Items											
2021.501	MOBILIZATION	LUMP SUM	1	\$ 55,000.00	\$ 55,000.00		\$ -	1.	\$ 55,000.00	1.	\$ 55,000.00
2101.502	CLEARING AND GRUBBING	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00		\$ -	1.	\$ 25,000.00	1.	\$ 25,000.00
2104.502	REMOVE BRIDGE	EACH	2	\$ 5,000.00	\$ 10,000.00		\$ -	2.	\$ 10,000.00	2.	\$ 10,000.00
2104.502	REMOVE CULVERT	EACH	1	\$ 1,800.00	\$ 1,800.00		\$ -	1.	\$ 1,800.00	1.	\$ 1,800.00
2104.602	SALVAGE AND INSTALL SHEET PILE WEIR	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00		\$ -	1.	\$ 15,000.00	1.	\$ 15,000.00
2106.507	EXCAVATION - CHANNEL AND POND (P)	CU. YD.	9208	\$ 20.00	\$ 184,160.00		\$ -	9,208.	\$ 184,160.00	9,208.	\$ 184,160.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU. YD.	302	\$ 22.00	\$ 6,644.00		\$ -	302.	\$ 6,644.00	302.	\$ 6,644.00
2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU. YD.	17	\$ 75.00	\$ 1,275.00		\$ -	35.	\$ 2,625.00	35.	\$ 2,625.00
2451.507	COARSE FILTER AGGREGATE (CV) (P)	CU. YD.	645	\$ 60.00	\$ 38,700.00		\$ -	645.	\$ 38,700.00	645.	\$ 38,700.00
2451.507	MEDIUM FILTER AGGREGATE (CV) (P)	CU. YD.	446	\$ 55.00	\$ 24,530.00		\$ -	446.	\$ 24,530.00	446.	\$ 24,530.00
2451.507	FINE FILTER AGGREGATE (CV) (P)	CU. YD.	471	\$ 48.00	\$ 22,608.00		\$ -	471.	\$ 22,608.00	471.	\$ 22,608.00
2451.601	FINE SAND IRON FILTER AGGREGATE (CV) (P)	CU. YD.	446	\$ 260.00	\$ 115,960.00		\$ -	446.	\$ 115,960.00	446.	\$ 115,960.00
2123.510	DOZER	HOOR	30	\$ 175.00	\$ 5,250.00		\$ -	53.5	\$ 9,362.50	53.5	\$ 9,362.50
2501.503	54" CS PIPE CULVERT	LIN. FT.	108	\$ 160.00	\$ 17,280.00		\$ -	108.	\$ 17,280.00	108.	\$ 17,280.00
2501.503	48" CS PIPE CULVERT	LIN. FT.	240	\$ 140.00	\$ 33,600.00		\$ -	240.	\$ 33,600.00	240.	\$ 33,600.00
2501.601	OUTLET DRAWDOWN STRUCTURE	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00		\$ -	1.	\$ 25,000.00	1.	\$ 25,000.00
2502.502	6" PRECAST CONCRETE HEADWALL	EACH	1	\$ 300.00	\$ 300.00		\$ -	1.	\$ 300.00	1.	\$ 300.00
2502.503	4" PERF PE PIPE DRAIN	LIN. FT.	494	\$ 8.00	\$ 3,952.00		\$ -	500.	\$ 4,000.00	500.	\$ 4,000.00
2502.503	6" PERF PE PIPE DRAIN	LIN. FT.	3782	\$ 18.00	\$ 68,076.00		\$ -	3,799.	\$ 68,382.00	3,799.	\$ 68,382.00
2502.503	6" PVC PIPE DRAIN	LIN. FT.	627	\$ 125.00	\$ 78,375.00		\$ -	567.	\$ 70,875.00	567.	\$ 70,875.00
2511.507	RANDOM RIPRAP, CLASS III	CU. YD.	100	\$ 125.00	\$ 12,500.00		\$ -	181.15	\$ 22,643.75	181.15	\$ 22,643.75
2573.502	SEDIMENT CONTROL LOG TYPE ROCK	LIN. FT.	10	\$ 75.00	\$ 750.00		\$ -	10.	\$ 750.00	10.	\$ 750.00
2573.502	CULVERT END CONTROLS	EACH	4	\$ 200.00	\$ 800.00		\$ -	1.	\$ 200.00	1.	\$ 200.00
2573.607	ROCK DITCH CHECK	CU. YD.	15	\$ 200.00	\$ 3,000.00		\$ -		\$ -		\$ -
2575.501	TURF ESTABLISHMENT	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00		\$ -	1.	\$ 25,000.00	1.	\$ 25,000.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ. YD.	13100	\$ 3.75	\$ 49,125.00		\$ -	13,649.	\$ 51,183.75	13,649.	\$ 51,183.75
Extra / Change Order Items											
2452.618	STEEL SHEET PILING	LUMP SUM	1.	\$ 2,500.00	\$ 2,500.00		\$ -	1.	\$ 2,500.00	1.	\$ 2,500.00
Totals											
Original Contract Amount					\$ 823,685.00						
Extra / Change Order Amount					\$ 2,500.00						
Work Completed							\$ -		\$ 833,104.00		\$ 833,104.00



Client Project No.
HEI Project No. 5468-0010
Project: Oak Crest Area Coulee Improvement Project
Location: Roseau County, MN
Contractor: R & Q Trucking, Inc

PAY ESTIMATE

PAY ESTIMATE #:	8
SUBMITTED:	6/26/2025
BEGIN DATE:	12/31/2024
END DATE:	6/1/2025

STORED MATERIAL SUMMARY

INVOICE NO.	INVOICE DATE	BID ITEM NO.	SUPPLIER	MATERIAL DESCRIPTION	STORED JOB TO DATE				INCORPORATED IN WORK				MATERIALS REMAINING IN STORAGE (\$)
					QUANTITY	UNIT PRICE	Tax	AMOUNT (\$)	DATE (MO/YR)	QUANTITY	UNIT PRICE	AMOUNT (\$)	
484914	6/14/2024	2501.503	Ferguson Waterworks	54" CMP with bands	28.	\$ 81.40	\$ 478.82	\$ 2,758.02	Sep-24	28.	\$ 98.50	\$ 2,758.02	\$ -
484914	6/14/2024	2501.503	Ferguson Waterworks	48" CMP with bands	64.	\$ 73.21		\$ 4,685.44	Aug-24	64.	\$ 73.21	\$ 4,685.44	\$ -
484914-1	6/19/2024	2501.503	Ferguson Waterworks	54" CMP with bands & bevels	80.	\$ 101.40	\$ 1,683.14	\$ 9,795.14	Sep-24	80.	\$ 122.44	\$ 9,795.14	\$ -
484914-1	6/19/2024	2501.503	Ferguson Waterworks	48" CMP with bands and bevels	176.	\$ 90.25	\$ 0.96	\$ 15,884.96	Aug-24	176.	\$ 90.26	\$ 15,884.96	\$ -
484914-1	6/19/2024	2501.601	Ferguson Waterworks	12" CMP with end section (Drawndown Struct)	20.	\$ 24.25		\$ 485.00	Jul-24	20.	\$ 24.25	\$ 485.00	\$ -
484916	06/24/24	2502.503	Ferguson Waterworks	4" Perf PE Pipe Drain and connections	500.	\$ 1.11	\$ 6.74	\$ 561.74	Oct-24	500.	\$ 1.12	\$ 561.74	\$ -
484916	06/24/24	2502.503	Ferguson Waterworks	6" Perf PE Pipe Drain and connections	3,900.	\$ 2.44	\$ 692.86	\$ 10,208.86	Oct-24	3,900.	\$ 2.62	\$ 10,208.86	\$ -
484916	06/24/24	2502.503	Ferguson Waterworks	6" PVC Pipe Drain and connections	640.	\$ 8.93		\$ 5,715.20	Oct-24	640.	\$ 8.93	\$ 5,715.20	\$ -
484915	06/27/24	2501.601	Ferguson Waterworks	Outlet Drawndown Structure items	1.	\$ 12,304.90	\$ 1,238.88	\$ 13,543.78	Jul-24	1.	\$ 13,543.78	\$ 13,543.78	\$ -
2407523	07/24/24	2451.601	Connely-GPM, Inc.	15 Bulk Bags (44980 lbs) Iron Aggregate CC-	1.	\$ 26,362.50		\$ 26,362.50	Oct-24	1.	\$ 26,362.50	\$ 26,362.50	\$ -
TOTALS:								\$ 90,000.64				\$ 90,000.64	\$ -

Client Project No.
HEI Project No. 5468-0010
Project: *Oak Crest Area Coulee Improvement Project*
Location: *Roseau County, MN*
Contractor: *R & Q Trucking, Inc*

PAY ESTIMATE #:	8
SUBMITTED:	6/26/2025
BEGIN DATE:	12/31/2024
END DATE:	6/1/2025

CONTRACT ADJUSTMENT SUMMARY

NUMBER	TYPE OF ADJUSTMENT	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT (\$)
1	penalty	132 sq. ft. asphalt patch damaged from construction equipment along bike trail of NW Filter east of 2nd Ave SW. Repair performed by Agassiz Asphalt.	132	\$ 14.28	\$ (1,884.96)
				TOTAL:	\$ (1,884.96)

June/July 2025

Board Meeting

Data Loggers – Need new loggers for the SV35 Mitigation sites. CD16 and WD115 loggers have quit working due to battery issues (~10-year lifespan).

Culvert Traps – Ordered culvert traps for the Lee's side waters on WD115. Ordered a trap for Tim Michaels, he also had a damaged culvert and trap in CD7.

WD3 Culvert Replacement – Continuing with replacing failing culverts in the WD3 system, there is a failing field crossing in Lateral 2 of WD3. Quote for culvert order as well as quotes for installation have been provided.



Order Acknowledgement # S000276377

Quote Reference #: Q000140886

Quote Reference Date: 5/20/2025

Customer #: 5138
Sold To: Roseau River Watershed District
714 6th Street SW
Roseau MN 56751
UNITED STATES

Ship To: Roseau River Watershed District
714 6th Street SW
Roseau MN 56751
UNITED STATES

Ordered by: Blaine Broten
218 463 0313

Attention: Blaine Broten
218 242 6625

Purchase Order:

EIN/CRA#: 41-1346017

Terms	Ship Via	Shipping Charges	Shipping Terms	Carrier Account #	Duty & Brokerage	HST/PST	GST	State Tax	Order Date	Salesperson	Ship Date
Prepayment	UPS ground (standard)	Prepaid & Charge	DDP		Included	TAX 0%	GST EX	Customer to Remit	5/21/2025	Scott Belshaw	5/27/2025

Line	Qty	Part #	Description	Price	Disc 1	Disc 2	Net Price	Extended Price
1	7.000	114609	3001 Levellogger 5, M5	734.00	0.00	0.00	734.000	5,138.00
2	2.000	114608	3001 Barologger 5, M1.5 Assy.	384.00	0.00	0.00	384.000	768.00

Orders ship 2-7 days after the receipt of order, plus transit time. RUSH shipment available depending on stock

UPS Standard® estimate transit time 2-7 days

Estimated Shipping for via UPS Standard® /Freight Charges: \$64.18 (Includes Insurance).

• UPS Standard® CODE 245 - \$64.18

Final freight costs will be calculated at the time of dispatch.

Tariff surcharges may apply.

Order Acceptance	
The undersigned hereby acknowledges and accepts that the items and pricing listed above are correct and meet our purchase order requirements.	
In addition, I acknowledge any/all special stipulations and confirm that I wish to proceed with this Order.	
_____	_____
Date	
_____	_____
Print Name	Signature

Sale Amount	5,906.00
Order Discount	0.00
Surcharge	N/A
Subtotal	5,906.00
Freight	64.18
Miscellaneous	0.00
GST	0.00
HST/PST	0.00
Less: Prepaid	0.00
Order Total	5,970.18

US Dollar

**Quote for CSP and Construction Products**

Quote #: C05258683

1522 40th Street NW

Fargo, ND 58102

Project: Roseau River Watershed

Date: 6/18/2025

ESTIMATOR:**Larry Propp****SALES CONTACT:****Rick Lenarz**

Direct: 701-373-7784

Mobile: 701-388-7863

Fax: 701-281-1993

Larry.Propp@TrueNorthSteel.com

Mobile: 701-371-9980

Main Office: 701-282-0910

Fax: 701-281-1993

Rick.Lenarz@TrueNorthSteel.com

Item	Qty	Dia. (In.)	Ga.	Description	Unit Price	U/M	Extended Price
Galvanized Option							
44	60"	12 Ga		Helical Galvanized 5X1 Corrugated Steel Pipe	\$ 153.51 /Ft.	\$	6,754.44
4				PL.25,1.5X16.375,A36,Lift Strap,LG,4K/8K	\$ 37.50 /Ea.	\$	150.00
1				Freight: Fargo CSP to Roseau MN	\$ 1,200.00 /Ea.	\$	1,200.00
Total						\$	8,104.44
Aluminized T2 Option							
44	60"	12 Ga		Helical Aluminized Type II 5X1 Corrugated Steel Pipe	\$ 168.99 /Ft.	\$	7,435.56
4				PL.25,1.5X16.375,A36,Lift Strap,LG,4K/8K	\$ 37.50 /Ea.	\$	150.00
1				Freight: Fargo CSP to Roseau MN	\$ 1,200.00 /Ea.	\$	1,200.00
Total						\$	8,785.56

This quote is valid for 30 days from the date shown. Seller retains the right to issue a revised quote with revised prices at any time. Prices on this quote are subject to change without notice due to the current volatility of steel prices. Please contact your TrueNorth Steel representative for further information. Authorized signature of buyer acknowledges the receipt of and agreement with TrueNorth Steel terms and conditions. Storage fees may be applicable to any order if the customer takes delivery more than 30 days after the buyer's originally requested delivery date. Prices do not include any applicable sales taxes. **Freight is FOB jobsite unless otherwise indicated on quote and is based on fully nested loads. Any additional loads needed due to customer requirements will be an additional charge and will be determined at time of shipment and is subject to actual fuel costs at time of delivery.**

BUYER SIGNATURE: _____
BUYER PRINT NAME: _____
ON-SITE CONTACT NAME: _____
ESTIMATED START DATE: _____
DELIVERY LOCATION: _____

DATE: _____
PHONE: _____
PHONE: _____

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



TERMS AND CONDITIONS

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



DELIVERY POLICY

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

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

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

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

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

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

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

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

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

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

Note:

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

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

RESOLUTION CLOSING BOARD MEETING

WHEREAS, the Minnesota Open Meeting Law, Minn. Stat. § 13D.05, subd. 3(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 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 the pending litigation (Roseau Lake and Roseau River Restoration matters) against the RRWD and potential settlement position.

Dated this ____ day of June, 2025.

Chairman

Secretary