



JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

RCWD BOARD OF MANAGERS REGULAR MEETING AGENDA

Wednesday, January 11, 2023, 9:00 a.m.

Shoreview City Hall Council Chambers
4600 North Victoria Street, Shoreview, Minnesota

or via Zoom Meeting:

<https://us06web.zoom.us/j/88104779443?pwd=UHRiR2xJZU9FTDZjM3FMNHVLSDRtUT09>

Meeting ID: 881 0477 9443

Passcode: 244012

Dial by your location +1 312 626 6799 US (Chicago)

Meeting ID: 881 0477 9443

Passcode: 244012

Agenda

CALL TO ORDER

ROLL CALL

SETTING OF THE AGENDA

APPROVAL OF MINUTES: DECEMBER 12, 2022 WORKSHOP; DECEMBER 14, 2022

REGULAR MEETING

CONSENT AGENDA

The following items will be acted upon without discussion in accordance with the staff recommendation and associated documentation unless a Manager or another interested person requests opportunity for discussion:

Table of Contents-Permit Applications Requiring Board Action

No.	Applicant	Location	Plan Type	Recommendation
22-096	City of New Brighton	New Brighton	Final Site Drainage Plan Wetland Alteration Floodplain Alteration	CAPROC 7 items
22-110	Lexington Meadows LLC	Blaine	Final Site Drainage Plan	CAPROC 11 items

It was moved by Manager _____ and seconded by Manager _____, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer’s Findings and Recommendations, dated January 4, 2023.

OPEN MIC/PUBLIC COMMENT

Any RCWD resident may address the Board in his or her individual capacity, for up to three minutes, on any matter not on the agenda. Speakers are requested to come to the podium, state their name and address for the record. Additional comments may be solicited and accepted in writing. Generally, the Board of Managers will not take official action on items discussed at this time, but may refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

ITEMS REQUIRING BOARD ACTION

1. Hansen Park & Bald Eagle Lake Iron-Enhanced Sand Filter (IESF) Maintenance Work – Davey Resource Group Proposal (Ashlee Ricci)
2. Johanna Creek Carp Barrier - Award of Construction Contract (Matt Kocian)
3. District Financial Manual and Associated Bylaws Amendment (Nick Tomczik)
4. RCWD – Career Enhancement Options, Inc. Agreement (Nick Tomczik)
5. US Sitework, Inc. Partial Pay Request #3 for Anoka County Ditch 53-62 Main Trunk Repair Project (Ashlee Ricci)
6. City of Roseville – Ramsey County Ditch 4 (RCD 4) Basic Water Management Project Reimbursement #5 (Nick Tomczik)
7. Educational Assistance - Kendra Sommerfeld (Nick Tomczik)
8. Check Register Dated January 11, 2023, in the Amount of \$72,934.45

ITEMS FOR DISCUSSION AND INFORMATION

1. District Engineers Update and Timeline
2. Administrator Updates
3. Manager’s Update

**APPROVAL OF MINUTES: DECEMBER 12, 2022 WORKSHOP;
DECEMBER 14, 2022 REGULAR MEETING**

Draft

For Consideration of Approval at the January 11, 2023 Board Meeting.
Use these minutes only for reference until that time.

RCWD BOARD OF MANAGERS WORKSHOP

Monday, December 12, 2022

Rice Creek Watershed District Conference Room
4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota
and

Meeting also conducted by alternative means
(teleconference or video-teleconference) from remote locations

1 The Board convened the workshop at 1:00 p.m.

2 Attendance: Board members Patricia Preiner, John Waller, Mike Bradley, Steve Wagamon, and Marcie
3 Weinandt

4 Absent:

5 Staff: Administrator Nick Tomczik; Project Manager Kyle Axtell, Lake and Stream Specialist Matt Kocian,
6 Communications and Outreach Specialist Kendra Sommerfeld, Office Manager Theresa Stasica

7 Consultants: District Engineer Chris Otterness -Houston Engineering (HEI), District Attorney Chuck
8 Holtman-Smith Partners (video-conference), Ellen Hinrichs-Career Enhancement Options, Inc.

9 Visitors: Terrence Chastan-Davis (video-conference)

10

11 Project Manager Kyle Axtell announced to the Board his last day will be 12/22/2022 and thanked the
12 Board and the District for the opportunities given to him over the past 14 years. The Board thanked Kyle
13 for his work at the District and wished him the best in his future endeavors.

14

15 District Administrator Tomczik requested an additional agenda item: District Vehicle Purchase.
16 The Board by consensus agreed.

17

18 **District Vehicle Purchase**

19 District staff stated they are requesting authorization to purchase a vehicle in the retail market. Staff began
20 researching the purchase of a new vehicle at the beginning of 2022. Funds were approved in the 2022
21 budget to purchase a new vehicle. Due to supply chain issues and ordering lead times, purchasing the
22 vehicle through the state's cooperative purchasing program was not possible. This new vehicle will replace
23 the District's current 2006 Chevrolet pickup truck consistent with the District's vehicle replacement policy.
24 Staff distributed the estimated pricing summary for the new vehicle and after market items and reviewed
25 it with the Board.

26 ***Motion by Manager Wagamon, seconded by Manager Weinandt, to authorize the Administrator to***
27 ***purchase and accessorize a new district vehicle in an amount not to exceed \$46,750.00 and further to***
28 ***authorize the District Administrator to sign a purchase agreement for the purchase and to approve the***
29 ***purchase of any accessories. Motion carried 5-0.***

30

31 **Draft RCWD Accounting, Funds Management, and Investment Manual (formerly RCWD Finance and**
32 **Accounting Manual)**

33 Administrator Tomczik and Attorney Holtman reviewed the revisions to the manual. To align with electronic
 34 signature procedures in the preparation of checks for disbursement, Attorney Holtman advised the Board
 35 to update District Bylaws, Art. XIV, Section 1. The Board of Managers were provided notice:
 36
 37 NOTICE pursuant to District Bylaws, Art. XIV, Section 1, of proposed amendment of Bylaws, to be
 38 considered at their January 11, 2023 Board meeting.

39
 40 V.4(e) Treasurer: The Treasurer shall have the care and custody of the funds and securities and
 41 shall disburse the funds of RCWD as may be ordered from time to time by the Board. The
 42 Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements
 43 in books belonging to RCWD, and shall deposit all monies, securities and other valuable effects of
 44 the RCWD in the name and to the credit of the RCWD in such depositories as may be designated
 45 from time to time by the Board. Except to the extent that some other person or persons may be
 46 specifically authorized by the Board to do so, the Treasurer shall make, execute, and endorse all
 47 checks and other commercial paper on behalf of RCWD when requested by the Board and shall
 48 perform such other duties as may be prescribed by the Board. Checks may be executed before
 49 Board approval but the Treasurer shall oversee procedures to prevent premature disbursement.
 50

51 Administrator Tomczik proposed to bring before the Board a draft resolution delegating to the
 52 Administrator defined authority to sign checks for certain recurring operational payments. The managers
 53 discussed day to day payments needed to conduct district business i.e., postmaster check for mailing of
 54 district postcards and resolution 2009-04 authorizing the district administrator to enter into certain
 55 contracts. The Board by consensus agreed to have Manager Bradley work with staff and Smith Partners
 56 before the January meeting to provide proposed draft language for the Board to review and consider.

57 **Internal Phosphorus Loading and Alum Use Discussion**

58 Lake and Stream Specialist Kocian provided a presentation and discussion with the Board regarding internal
 59 phosphorus loading in lakes, and the use of aluminum sulfate (alum) to control sediment phosphorus
 60 release. . Mr. Kocian discussed the process for diagnosing sediment phosphorus release, available tools for
 61 mitigation, the risks and benefits of alum, and the risks associated with algal toxins. Mr. Kocian stressed
 62 the importance of a consistent messaging and accurate information sharing on this topic. Mr. Kocian asked
 63 the Board if they had additional information requests regarding internal loading and alum, ahead of possible
 64 future projects. The Board indicated they were not seeking additional information.

65 **2022 Regulatory Private Fee Schedule Implementation Review**

66 Permit Coordinator/Wetland Specialist Hughes and District Engineer Otterness provided a review of the
 67 adopted 2022 permit fee schedule. The Board by consensus agreed with staff’s recommendation to
 68 continue with the application fee schedule as-is and review the data at the end of 2023.

69
 70 **RCWD Draft 2023 Calendar**

71 Administrator Tomczik reviewed the calendar with the Board. The Board will take action on this item at its
 72 Wednesday meeting.

73

74 **Citizen Advisory Committee Vacancy Update**

75 Communications and Outreach Specialist Sommerfeld gave an update to the board on 2 new applicants and
76 current membership. The Board directed staff to research mileage reimbursement and potential per diem
77 payments to CAC members and report back to them.

78
79 **Human Resource Policy Manual Update**

80 RCWD Administrator, Nick Tomczik, and President of Career Enhancement Options, Inc, Ms. Hinrichs,
81 reviewed 7 items on the Human Resources Policy Manual changes.

- 82 1) Comp Time change to Flex Time for salary or exempt employees. Allow employees to use flextime
83 in a shorter period of time or lose it. Employee cannot use flex time on a scheduled telework day.
84 Keep comp time for hourly or non-exempt employees.
- 85 2) Floating Holiday-New employee must complete the 6-month probationary period from date of hire
86 before employee is eligible.
- 87 3) Vacation time- Vacation time must be used at a 4-hour minimum
- 88 4) Jury Duty-Employee will continue to collect salary during jury duty. At the end of jury duty, the
89 employee must pay the District any daily compensation/stipend collected. Jury duty time limit 4
90 weeks.
- 91 5) Sick Leave for Fitness-Create guidelines. Reimbursement dollars, other than gym memberships,
92 made 3 months before employment termination must be return to the District. The Board
93 responded that they needed more information regarding the program.
- 94 6) Educational Assistance-Additional language to existing policy: organizational memberships or
95 conferences with Administrator approval.
- 96 7) Termination Notice_ At this time 2 week notice for all staff. Proposed change would be 4 weeks'
97 notice for administrator or supervisor positions.

98 The Board discussed the organizational chart and the need for a new position to assist the Administrator.
99 This position would include the job duties of the current project manager position. The Board by consensus
100 agreed to the need of a "deputy administrator". The Board by consensus directed staff to bring forth a
101 job description. Administrator Tomczik stated he would work with Ms. Hinrichs on an updated
102 organizational chart and develop a position to assist administrator duties.

103
104 **Administrator Review (Closed Session)**

105 By unanimous consent, the Board convened in closed session to evaluate the performance of the District
106 Administrator. The Administrator affirmed that he is not requesting that the review be conducted in open
107 session.

108 The Board reconvened in open session.

109 Manager Bradley, on behalf of the Board, summarized the Board's conclusions regarding the evaluation,
110 as follows: All five members of the Board met and reviewed the seven goals previously established for

111 the administrator. The Board identified particular aspects they were pleased with, areas of possible
112 growth that might be useful and beneficial, and areas where they would like changes in operations in
113 terms of employees and communications with the Board. The Board discussed salary and took into
114 consideration inflation effects, to determine a salary commensurate with other WD Administrators with
115 similar levels of experience in watershed management. The mid-range of the administrator salary
116 schedule is \$129,284. In order to get Nick's current salary of \$122,804 to that level it would be a 5.3%
117 increase.

118 ***Motion by Manager Bradley, seconded by Manager Weinandt, to approve a salary increase to \$129,284***
119 ***for Nick Tomczik effective January 1, 2023. This would be a 5.3% increase from his current salary.***

120 Manager Waller stated he would vote no. He believed the 2022 salary structure adopted back in
121 12/8/2021 is based on the projected adjustment of 2.13% increase and based on Gallagher's employee
122 market criteria review. He would support a 2.13% increase.

123 ***Motion carried 4-1, Manager Waller opposed.***

124 **Administrator Update**

125 Administrator Tomczik stated President Preiner did not seek re-appointment. He would like to schedule a
126 workshop on Tuesday, January 17th at 1:00 p.m. at the RCWD office for the new board assembly. Smith
127 Partners would be present to review District protocols and statutory basis of the watershed district.

128

129 The workshop was adjourned at 4:21 p.m.

DRAFT

1
2 For Consideration of Approval at the January 11, 2023 Board Meeting.
3 Use these minutes only for reference until that time.
4

D D
Wednesday December 14, 2022

**Shoreview City Hall Council Chambers
4600 North Victoria Street, Shoreview, Minnesota
and
Meeting also conducted by alternative means
(teleconference or video-teleconference) from remote locations**

Minutes

CALL TO ORDER

President Patricia Preiner called the meeting to order, a quorum being present, at 6:00 p.m.

ROLL CALL

Present: President Patricia Preiner, 1st Vice-Pres. Michael Bradley, 2nd Vice-Pres. John Waller, and Secretary Marcie Weinandt, and Treasurer Steven Wagamon

Absent: None

Staff Present: District Administrator Nick Tomczik, Permit Coordinator/Wetland Specialist Patrick Hughes, Water Resource Specialist/Technician Ali Chalberg, Public Drainage Inspector Tom Schmidt, and Office Manager Theresa Stasica

Consultants: District Engineer Chris Otterness from Houston Engineering, Inc. (HEI); District Attorney Louis Smith from Smith Partners; John Kolb from Rinke Noonan

Visitors: Rick Dedomines, Mark (video-conference), Micah Bader (video-conference);

SETTING OF THE AGENDA

District Administrator Tomczik noted that because of action taken at the workshop, Item #9 can be removed from the agenda.

***Motion by Manager Wagamon, seconded by Manager Weinandt, to approve the agenda, as revised.
Motion carried 5-0.***

READING OF THE MINUTES AND THEIR APPROVAL

Minutes of the November 7, 2022 Workshop. Motion by Manager Weinandt, seconded by Manager Bradley, to approve the minutes, as presented. Motion carried 4-0-1 (Wagamon abstained).

35 **Minutes of the November 9, 2022 Board of Managers Regular Meeting. Motion by Manager Weinandt,**
 36 **seconded by Manager Bradley, to approve the minutes, as presented. Motion carried 4-0-1 (Wagamon**
 37 **abstained).**
 38

39 **CONSENT AGENDA**

40 The following items will be acted upon without discussion in accordance with the staff recommendation and
 41 associated documentation unless a Manager or another interested person requests opportunity for discussion:

42 **Table of Contents-Permit Applications Requiring Board Action**

No.	Applicant	Location	Plan Type	Recommendation
22-017	PPF RTL Rosedale Shopping Center c/o JLL	Roseville	Final Site Drainage Plan	CAPROC 9 items
22-051	Eve LLC Interstate Investments LLC	Forest Lake	Final Site Drainage Plan	CAPROC 11 items
22-071	Javo Lino Retail LLC	Lino Lakes	Final Site Drainage Plan	CAPROC 8 items
22-092	Brick By Brick Development, LLC	Roseville	Final Site Drainage Pan	CAPROC 9 items
22-095	Anoka County - Project Engineer Floodplain Alteration	Fridley	Street & Utility Plan	CAPROC 4 items
22-098	Eve LLC	Forest Lake	Final Site Drainage Plan	CAPROC 6 items

60 Wetland Specialist/Permit Coordinator Hughes noted that a simple change was needed to Permit No. 22-
 61 051 and explained that since the original application date, the property has been transferred and the
 62 District had received an updated permit application form on December 9, 2022 with the correct contact
 63 information.
 64

65 Manager Bradley noted a language change he felt was needed for Permit No. 22-098 under Findings,
 66 Description. He stated that he believes the words ‘storage facility’ were left out and should be inserted.
 67

68 Wetland Specialist/Permit Coordinator stated that it is more of a parking lot, but agreed that they can add
 69 a bit more detail into the description to make it clear.
 70

71 **It was moved by Manager Bradley and seconded by Manager Weinandt, to approve the consent agenda**
 72 **as outlined in the above Table of Contents (Permit No. 22-017, Permit No. 22-051, Permit No. 22-071,**
 73 **Permit No. 22-092, Permit No. 22-095, and Permit No. 22-098) in accordance with RCWD District**
 74 **Engineer’s Findings and Recommendations, dated December 6 & 7, 2022, pending changes in Permit No.**
 75 **22-051 and Permit No. 22-098, as discussed. Motion carried 5-0.**
 76

77

78 **PUBLIC HEARING: ANOKA COUNTY DITCH 25 DRAINAGE SYSTEM RECORD**

79 President Preiner recessed the regular meeting for the public hearing on the proposed reestablishment
80 and correction of the drainage system records for Anoka County Ditch 25 under statutes section
81 103E.101, subdivision 4a. President Preiner stated under consideration at this hearing is the
82 reestablishment and correction of the drainage system records for ACD 25 including defining the
83 alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, and elevations; and
84 the right-of-way of this public drainage system. President Preiner stated the purpose of this hearing is to
85 review the engineer’s investigation and report of findings and receive comment from those affected by
86 the proposed reestablishment and correction of the public drainage system record. This is an
87 evidentiary proceeding. The proceedings are being recorded in order to preserve the record.

88 District Engineer Otterness gave a brief presentation regarding ACD 25, specifically the reestablishment of
89 records that the District is undertaking for this system. He explained that it really comes down to
90 understanding the originally constructed condition of the drainage system including any modifications and
91 improvements that may have occurred along the system.

92 Drainage Attorney Kolb explained that the Board was the public drainage authority for ACD 25 and in that
93 role it has certain obligations under the State drainage code to look at, inspect, maintain, and provide for
94 the needs of the drainage system in order to keep it functioning in its originally constructed and
95 subsequently improved hydraulic capacity. When it is unclear as to what the original construction was,
96 the drainage code provides a mechanism or procedure for reestablishing or filling in gaps in the record.
97 He noted that earlier this week, the District had received a comment letter from the DNR that contained
98 items that have already been addressed within the engineer’s report. He noted for proceedings of this
99 type, under the Drainage code, the District is required to give specific notices pursuant to statute and
100 additional notices pursuant to Board policy. Drainage Attorney Kolb listed the legal hearing notice
101 publications, including newspaper publications, email notice, mailed postcards and reports, and posted the
102 notice on the District website, and office door. He explained that because the Board’s role is to administer
103 the function of ACD25 and keep it available for landowners that may need it, they want to ensure that the
104 records are correct because it will define what constitutes repair, potential improvement, and may lead to
105 alternative considerations for subsequent actions on the ditch. He clarified that tonight the role of the
106 Board is to simply look at the weight of the evidence to determine whether the records should be corrected
107 in the way recommended by the District Engineer. He noted that there may be other issues brought up
108 to the Board and that information will be collected, but this information should not influence the Board’s
109 decision, which is simply about the records.

110 District Drainage Engineer Otterness continued his presentation with the history of ACD25 and noted that
111 it was originally established in 1895. He explained that the jurisdiction for the drainage system was
112 conveyed to the District from Anoka County in 1973. He shared details regarding the original and current
113 alignment.

114 Manager Weinandt stated that the presentation shows the properties that were originally assessed in 1895
115 which she assumes they were farms and not individual parcels. She asked if the property records
116 designate that there is a ditch running through the property.

117 District Drainage Engineer Otterness stated that the property records do not necessarily identify that the
118 ditch runs through the property. One of the important pieces of this process to identify, for the record, that
119 the ditch does impact these properties and that there is an implied right-of-way or easement across these
120 properties. He stated that when this was originally established, those properties would have benefitted
121 from the system and would have also been paid damages for traversing the system and the amount of land
122 impacted. He highlighted a modification that was made in a change to the outlet from Centerville Lake and
123 diverted into Reshanau Lake. He explained that they do not know the exact timeframe that this
124 realignment occurred other than that it was somewhere between 1895 and 1938. He reviewed the
125 current conditions of the drainage system; system function and use; and the next steps in the process.

126 Manager Weinandt asked if she was correct in her assumption that this was all part of the District's
127 intentional look at all the drainage systems within the District.

128 District Drainage Engineer Otterness stated that was correct and explained that the District has
129 systematically gone through each of the drainage systems with a similar process and explained that the
130 starting plan is always to determine the original record so they understand what they have responsibility
131 for and what the limitations may be. He stated that ACD25 is the second to last system that the District
132 will review.

133 President Preiner invited any members of the public that wish to comment to come to the podium.

134 Rick Dedomines, 6323 Red Maple Lane, Lino Lakes, stated that he has lived in this location for 42 years and
135 noted that when they moved in they were told that drainage was a big issue in Lino Lakes. He stated that
136 for as long as he has been there, overall, it has been a great drainage system and has not been a problem.
137 He noted that they are hoping to be getting a new road and he was under the impression by Diane Hankee
138 that before it is done they were concerned about the drainage in their circle. He asked if the Board knew
139 what happen in the future with their circle and noted that directly in front of his property has really bad
140 drainage that he has brought up many times but there has not been a fix. He stated that he wasn't sure
141 if this was the appropriate avenue for him to share his concerns, but wanted the Board to be aware of the
142 issue at the end of this driveway. He asked that he be included in the process as they are making plans
143 and that they will not simply go forward with their plans without discussing it with him. He stated that he
144 would like the situation at the end of his driveway to be fixed because he has been complaining about it for
145 10 years.

146 District Drainage Engineer Otterness stated that he is not familiar with the specific situation at this property
147 and noted that it sounds like it is a roadway issue that the city will be addressing. He stated that he is not
148 aware of any plans for the District to do any new construction in that area related to the drainage system
149 and reiterated that it is more likely something being planned by the city and noted that it is likely that the
150 District will be engaged in the process by the city. He explained that they are typically very good about

151 early coordination with the District as part of the permitting process in order to work through some of those
152 issues.

153 Mr. Dedomines stated that he feels that is the issue because the city wants to move forward with the road
154 but they have said the stoppage is because of the drainage issue and were not sure how to address it. He
155 stated that was why he wants to make sure the Board knows about this issue so they can get their road put
156 in.

157 Manager Wagamon asked if the District had been approached about this issue.

158 District Administrator Tomczik stated that he appreciates Mr. Dedomines bringing his concerns forward and
159 noted that it does not appear that District Engineer Otterness or Permit Coordinator/Wetland Specialist
160 Hughes were aware of this issue. He stated that staff will reach out to Diane Hankee at the City of Lino
161 Lakes and make sure they follow up with Mr. Dedomines.

162 President Preiner asked if there was anyone on-line that wished to comment on this item or if there were
163 any written comments that were submitted to be read into the record.

164 District Administrator Tomczik noted that the District had received a letter from the Minnesota Department
165 of Natural Resources dated December 12, 2022 and read it aloud into the record.

166 President Preiner closed the public comment portion of the hearing and asked if the Board had comments.

167 **OPEN MIC/PUBLIC COMMENT**

168 None.

169 **ITEMS REQUIRING BOARD ACTION**

170 **1. Anoka County Ditch 25 Drainage System Record Reestablishment and Correction**

171 District Drainage Attorney Kolb noted that when the resolution in the packet was drafted, the
172 District had not yet received the DNR comments. He explained that prior to the meeting, he had
173 handed out a proposed revision to Resolution 2022-30 and read aloud the proposed language
174 changes.

175
176 Manager Bradley asked about the phrase used by District Drainage Attorney Kolb of 'policies
177 addressing ecological concerns'.

178
179 District Drainage Attorney Kolb explained that was the standard practice of the District any time
180 they are conducting work on a public drainage system that may impact public waters. He clarified
181 that it is a standard of practice and he was calling it a policy just for convenience sake.

182
183 Manager Bradley confirmed that the District was not conceding jurisdiction.
184

185 District Drainage Attorney Kolb stated that the District was absolutely not conceding jurisdiction
186 because they do address ecological concerns which is their role as a watershed district and are
187 obligated to do so as a unit of government.

188
189 Manager Wagamon stated that he personally disputes the DNR calling flooding caused by a ditch in
190 disrepair ‘wetlands’, on its face. He stated that he thinks anything caused by a ditch in disrepair is
191 flooding and not wetlands and would like to see that reflected in the record.

192
193 Manager Waller stated that he would support Manager Wagamon’s statement about the attitude
194 of the DNR. He stated that he believes flood control is the primary purpose in what the District is
195 doing here.

196
197 ***Motion by Manager Weinandt, seconded by Manager Bradley, to adopt Resolution 2022-30, as***
198 ***revised, Findings And Order Reestablishing And Correcting Drainage System Record For Anoka***
199 ***County Ditch 25 (Statutes §103E.101, subd. 4a)***

200
201 Therefore, the RCWD Board of Managers makes the following:

202
203 **ORDER**

204
205 The Board of Managers hereby reestablishes and corrects the drainage system record of ACD 25 to
206 reflect the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions,
207 and elevations; and right-of-way of the drainage system as detailed in the engineer’s Technical
208 Memorandum dated July 28, 2022, attached as Exhibit A to this Order.

209
210 **ROLL CALL:**

211 ***Manager Waller – Aye***

212 ***Manager Weinandt – Aye***

213 ***Manager Bradley – Aye***

214 ***Manager Wagamon – Aye***

215 ***President Preiner – Aye***

216 ***Motion carried 5-0.***

217
218 **2. Truth in Taxation Public Meeting**

219 District Administrator Tomczik stated this agenda item is an opportunity for the public to comment
220 on the District’s 2023 budget and levy. He noted that the Board has the option to reduce their
221 budget and levy at this time, but cannot increase it.

222
223 Manager Weinandt asked if the Board had ever had any member of the public at the Truth in
224 Taxation meeting for the District.

225

226 Manager Bradley stated that they have had members of the public present in the past.

227

228 Manager Weinandt stated that the District’s tax levy, on the tax statement is under ‘Other’ and
229 asked if there was a line that clearly stated that this was the levy for the Rice Creek Watershed
230 District.

231

232 Manager Waller explained that it is found under ‘Other – Miscellaneous Taxes’ on the preliminary
233 tax statement, but the actual Washington County statement will have it itemized with Rice Creek
234 Watershed District.

235

236 Manager Wagamon stated that he did not think that was the case in Anoka County.

237

238 President Preiner asked if there was anyone present that would like to comment to please address
239 the Board at this time stating their name and address for the record.

240

241 There were no additional public comments.

242

243 **3. Consider Approval of Birchwood Village Local Water Management Plan**

244 Water Resource Specialist/Technician Ali Chalberg gave an overview of the Local Water
245 Management Plan (LWMP) for Birchwood Village. She explained that this is the last of the cities
246 and townships in the District to have their LWMP approved. She noted that Chapter 6 of their
247 Comprehensive Plan serves as their LWMP and outlines how they plan to maintain the quality of its
248 service water, ground water, and natural resources. Staff finds that the City of Birchwood Village’s
249 LWMP is consistent with the District and State requirements and recommends approval.

250

251 ***Motion by Manager Waller, seconded by Manager Bradley, to adopt Resolution 2022-29***
252 ***Approve Birchwood Village Local Water Management Plan***

253

254 THEREFORE, BE IT RESOLVED that the RCWD Board of Managers hereby approves the City of
255 Birchwood Village’s local water management plan, as reviewed by staff on November 14, 2022.

256

257 **ROLL CALL:**

258 ***Manager Waller – Aye***

259

259 ***Manager Weinandt – Aye***

260

260 ***Manager Bradley – Aye***

261

261 ***Manager Wagamon – Aye***

262

262 ***President Preiner – Aye***

263

263 ***Motion carried 5-0.***

264

265 **4. RCWD Program Support Technician Position**

266 District Administrator Tomczik explained that staff was seeking approval of the Program Support
267 Technician position of the recent district organizational chart. He noted that the position

268 description was included on page 124 of the packet materials. He stated that this position is to
269 provide program, project, and operation support and would include taking on the IT support role
270 and lead the historic permit management project.

271
272 ***Motion by Manager Weinandt, seconded by Manager Wagamon to approve a new position of***
273 ***Program Support Technician.***

274
275 Manager Waller asked if his understanding was correct that this position would be available to
276 address work items in other places.

277
278 District Administrator Tomczik stated that was correct and noted that there will be two primary
279 duties for this position, the historic permit management and continuously monitoring and
280 maintaining the District’s internal IT operations.

281
282 ***Motion carried 5-0.***

283
284 **5. 2023 Rice Creek Watershed District Board Calendar**

285 District Administrator Tomczik reviewed the Board calendar for 2023.

286
287 ***Motion by Manager Bradley, seconded by Manager Wagamon, to approve the 2023 calendar, as***
288 ***presented. Motion carried 4-0-1 (Preiner abstained).***

289
290 **6. US Sitework, Inc. Partial Pay Request #2 for Anoka County Ditch 53-62 Main Trunk Repair Project**

291 District Administrator Tomczik gave a brief overview of the work that has been done to remove trees
292 on the site. He noted that the work that has been completed, thus far, has been certified by
293 District Engineer Otterness. Staff recommends approval of the pay request.

294
295 ***Motion by Manager Wagamon, seconded by Manager Bradley, to approve US Sitework, Inc.’s***
296 ***pay request #2 as submitted and certified by the District Engineer and directs staff to issue a***
297 ***payment in the amount of \$20,634.00. Motion carried 5-0.***

298
299 **7. December 28, 2022 Check Register – Resolution Authorizing Treasurer Approval**

300 District Administrator Tomczik reminded the Board that they will not meet again in the month of December
301 and this item authorizes payment for the December check register.

302
303 ***Motion by Manager Bradley, seconded by Manager Weinandt, to adopt Resolution 2022-31***
304 ***Authorization For Payment Of December 2022 Check Register***

305 **THEREFORE BE IT RESOLVED** that the Board of Managers authorize the District Treasurer to review
306 and approve payment of the December 28, 2022 check register in an amount not to exceed
307 \$400,000 for operating expenses, and \$150,000 surety returns.

308

309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349

ROLL CALL:

- Manager Waller – Aye***
- Manager Weinandt – Aye***
- Manager Bradley – Aye***
- Manager Wagamon – Aye***
- President Preiner – Aye***
- Motion carried 5-0.***

- 8. Check Register Dated December 14, 2022, in the Amount of \$212,142.86 Prepared by Redpath and Company**
Motion by Manager Wagamon, seconded by Manager Weinandt, to approve check register dated December 14, 2022, in the Amount of \$212,142.86, as prepared by Redpath and Company.
Motion carried 5-0.

ITEMS FOR DISCUSSION AND INFORMATION

- 1. District Engineers Update and Timeline**
- 2. Staff Reports**
- 3. December/January Calendar**
- 4. Administrator Updates**

District Administrator Tomczik stated that the January 17, 2023 Board Workshop at 1:00 p.m. will be an assembly of the Board and onboarding for the new appointment from Anoka County. He stated that he signed the Centerville Lake Water Management District Task Order with Houston Engineering so they can advance the various options the District may use.

- 5. Managers Update**

Manager Bradley stated that he was surprised that at MAWD this year they were not allowed to wordsmith anything and it was either a straight up or straight down vote which means some things were voted down that he feels could have been fixed. He stated that nothing was passed that the District was against and they were turned down for their request to support opening the Open Meeting law without having to be there.

Manager Weinandt stated that she attended the meeting of the Association of Minnesota Counties and they also had a workshop on the Open Meeting law. She stated that some commissioners are in support of those changes, based on the success that has happened with allowing board members and the public to have more ease of engagement and participation in this manner. She stated that she and Manager Bradley will be meeting with Ramsey County Commissioner Frethem tomorrow and noted that they had also invited the 3 CAC members from Ramsey County to join them. She noted that they plan to meet with two other county commissions the following Tuesday. She

350 stated that the feedback she has already received is that Ramsey County is very pleased with the
351 work that the District is doing in the County.

352
353 Manager Waller stated that he had attended the Washington County Consortium meeting and the
354 MAWD meeting.

355
356 President Preiner wished everyone a Merry Christmas.

357
358 **ADJOURNMENT**

359 ***Motion by Manager Waller, seconded by Manager Wagamon, to adjourn the meeting at 7:14 p.m.***
360 ***Motion carried 5-0.***

361

CONSENT AGENDA

The following items will be acted upon without discussion in accordance with the staff recommendation and associated documentation unless a Manager or another interested person requests opportunity for discussion:

Table of Contents-Permit Applications Requiring Board Action

No.	Applicant	Location	Plan Type	Recommendation
22-096	City of New Brighton	New Brighton	Final Site Drainage Plan Wetland Alteration Floodplain Alteration	CAPROC 7 items
22-110	Lexington Meadows LLC	Blaine	Final Site Drainage Plan	CAPROC 11 items

It was moved by Manager _____ and seconded by Manager _____, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer's Findings and Recommendations, dated January 4, 2023.

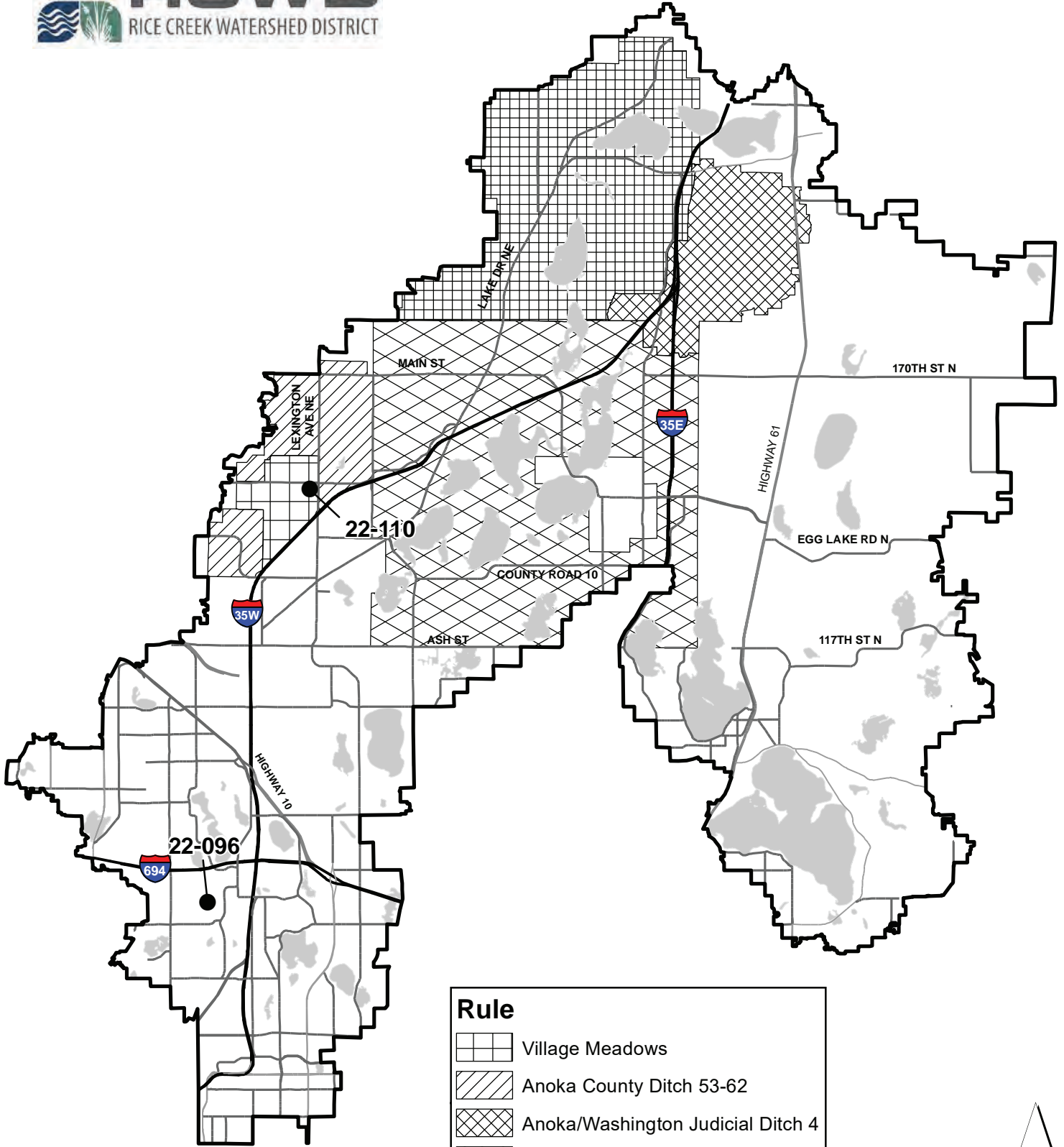
**RICE CREEK WATERSHED DISTRICT
CONSENT AGENDA**






January 11, 2023

It was moved by _____ and seconded by _____ to Approve, Conditionally Approve Pending Receipt Of Changes, or Deny, the Permit Application noted in the following Table of Contents, in accordance with the District Engineer’s Findings and Recommendations, as contained in the Engineer’s Findings and Recommendations, as contained in the Engineer’s Reports dated January 4, 2023.

TABLE OF CONTENTS

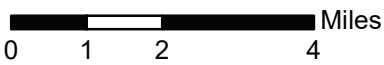
<u>Permit Application Number</u>	<u>Applicant</u>	Page	Recommendation
	Permit Location Map	20	
22-096	City of New Brighton	21	CAPROC
22-110	Lexington Meadows LLC	28	CAPROC



Rule	
	Village Meadows
	Anoka County Ditch 53-62
	Anoka/Washington Judicial Ditch 4
	Lino Lakes CWPMP
	Columbus CWPMP



Permit Reviews
1/11/2023 Agenda





WORKING DOCUMENT: This Engineer's report is a draft or working document of RCWD staff and does not necessarily reflect action by the RCWD Board of Managers.

Permit Application Number:

22-096

Permit Application Name:

Hansen Park Reconstruction Project

Applicant/Landowner:

City of New Brighton
Attn: Jennifer Fink
803 Old Highway 8 NW
New Brighton, MN 55112
Ph: 6516382126
jennifer.fink@newbrightonmn.gov

Permit Contact:

WSB and Associates, Inc.
Attn: Laura Pietila
5660 Greenwood Plaza Blvd STE 111
Greenwood Village, CO 80111
Ph: 6122479225
lpietila@wsbeng.com

WSB Associates
Attn: Bill Alms
701 Xenia Ave S Suite 300
Minneapolis, MN 55416
Ph: 763-541-4800
BALms@wsbeng.com

Project Name: Hansen Park Reconstruction Project

Purpose: FSD – Final Site Drainage, WA – Wetland Alteration, FA – Floodplain Alteration; Increase the usability of the park space.

Site Size: 9.75± acres of disturbed area; existing and proposed impervious areas are 1.34± acres and 1.67± acres, respectively

Location: Hansen Park, New Brighton

T-R-S: SW ¼, Section 29, T30N, R23W

District Rule: C, D, E, F, I

Recommendation: CAPROC

It is recommended that this Permit Application be given Conditional Approval Pending Receipt of Changes (CAPROC) and outstanding items related to the following items.

Conditions to be Met Before Permit Issuance:

Rule D – Erosion and Sediment Control

1. Submit the following information per Rule D.4:
 - (a) Name, address and phone number of party responsible for maintenance of all erosion and sediment control measures.
 - (b) Provide documentation that an NPDES Permit has been applied for and submitted to the Minnesota Pollution Control Agency (MPCA).

Rule F – Wetland Alteration

2. Applicant must provide shape file of wetland boundaries; a condition of approval of the type and boundary delineation.
3. Applicant must provide a “Transaction Form for Withdrawal of Wetland Credits from the Minnesota Wetland Bank”, which is signed by the bank user and the bank seller
4. The applicant must provide proof of BWSR debiting wetland bank for the correct amount and type of wetland credit.

Administrative

5. Submit the permit application with the signature of the successful bidder to the District.
6. Email one final, signed full-sized pdf of the construction plan set. Include a list of changes that have been made since approval by the RCWD Board.
7. A public permittee may meet the perpetual maintenance obligation by executing a programmatic or project-specific maintenance agreement with the District. A draft document should be submitted to the District for consideration prior to execution. (The agreement process requires submittal of the final original signed agreement to the District. If the applicant needs an original of the signed agreement, then two endorsed final agreements should be submitted.)

Stipulations: The permit will be issued with the following stipulations as conditions of the permit. By accepting the permit, applicant agrees to these stipulations:

1. Provide an as-built survey of all stormwater BMPs (ponds, rain gardens, trenches, swales, etc.) to the District for verification of compliance with the approved plans.
2. Provide an as-built survey and computation of the floodplain fill and mitigation storage areas and volume for verification of compliance with the approved plans.
3. Provide an as-built survey of wetland boundaries, quantifying the wetland impact area for verification of compliance with the approved plans
4. Provide an as-built survey of the invert elevations of outlet pipes into RCD-2 to verify location and elevation with the approved plans.

Exhibits:

1. Plan set containing 27 sheets dated 10-25-2022 and received 12-16-2022.
2. Permit application dated 10-17-2022 and received 10-25-2022.
3. Comment Response Memorandum dated 12-16-2022 and received 12-16-2022.
4. Revised Stormwater Calculations, dated 12-16-2022 and received 12-16-2022, containing narrative, drainage maps, geotechnical report, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
5. Stormwater Calculations, dated 10-17-2022 and received 10-25-2022, containing narrative, drainage maps, geotechnical report, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
6. Wetland replacement joint application dated and received 11-04-2022.
7. Memorandum incomplete joint application response dated and received 11-16-2022.

8. TEP comments dated 11-21-2022.
9. Memorandum TEP comments response dated and received 12-16-2022.
10. Review file 22-150R

Findings:

1. Description – The project proposes to reconstruct and improve ballfields, trails, a parking lot, and a tennis court in Hansen Park on a 20.5± acre parcel located in New Brighton, MN. The project will increase the impervious area from 1.34± acres to 1.67± acres and disturb 9.75± acres overall. In the existing condition, the site drains to RCD-2, which flows north into Pike Lake, which is the Resource of Concern. Proposed conditions will maintain these drainage areas. The applicant is a public entity and therefore is not charged an application fee.
2. Stormwater – The applicant is proposing the BMP as described below for the project:

Proposed BMP Description	Location	NURP requirement	Volume provided	EOF
Stormwater pond	Southeast of parking lot	1.39± acre-feet of dead storage	1.41± acre-feet below the outlet	880.42'

Soils on site are primarily peat (HSG D) soils. Thus, infiltration is not considered feasible and a stormwater pond is acceptable to meet the water quality requirement. Of the 1.67± acres of post-project impervious area, 1.05± acres are exempt due to trail or mill and overlay conditions. Therefore, per Rule C.6(c)(1), the Water Quality requirement is 2.2-inches over the remaining new/reconstructed area of 0.62± acres, however NURP sizing criteria governs.

The pond sizing, and outlets and overflows are consistent with the design criteria of Rule C.9(d). The applicant has treated 97% of the project area. Additional TSS removal is not practicable. Otherwise, the applicant has met all the Water Quality requirements of Rule C.6 and the design criteria of Rule C.9(d).

Point of Discharge	2-year (cfs)		10-year (cfs)		100-year (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
To RCD-2	31.3	16.5	53.3	26.7	124.1	69.4
80% of Existing	25.0		42.6		99.2	

The project is located within the Flood Management Zone. The applicant has complied with the rate control requirements of Rule C.7.

The applicant has complied with the freeboard requirements of Rule C.9(g).

3. Wetlands – Wetlands were delineated under review files 20-235R and 22-150R with boundary decisions issued on 06-30-2021 and 09-01-2022, respectively. Both decisions remain valid. The 22-150R delineation included additional sample points and a boundary adjustment to Wetland 3. The adjusted boundary under the 22-150R decision supersedes the previously delineated boundary.

A replacement plan application was submitted to the District for proposed wetland impacts on 11-16-2022. The proposed project will include 2,975 ft² of regulated wetland impact. There are additional temporary impacts including 3,100 ft² to Wetland 1 for removal of an existing fence and boardwalk, and 18,100 ft² to Wetland 3 for excavation of a compensatory flood storage area. The disturbed area to Wetland 1 will be restored to existing contours. The area within Wetland 3 to be

excavated consists of Type 1/2 wetland and will not be converted to non-wetland. The excavation of Type 1 and Type 2 wetlands does not fall under the scope of WCA under MN 8420.0105 Subp.1; and therefore, is not regulated as wetland impact under WCA. Both areas will be seeded with MnDOT mix #34-272A. The application was noticed to the TEP on 11-21-2022 and the comment period closed 12-15-2022. The TEP requested clarification on specific seed mixes for disturbed wetland areas and whether the northern multi-use field could be shifted to lessen permanent impacts. The applicant provided a response to comments on 12-16-2022. The applicant has sufficient addressed all comments.

The applicant has provided an alternatives analysis, including discussion of impact avoidance, minimization, and mitigation. The applicant has provided a no-impact alternative, a maximum land area alternative, and the preferred alternative. The applicant has reasonably avoided and minimized wetland impacts to the extent possible. The applicant has addressed all comments and the TEP concurs that WCA impact sequencing is met.

Impact/Mitigation Table

Wetland Name (Location)	Impact Amount	Replacement Ratio	Required
Wetland 1	175 ft ²	2:1	350 ft ²
Wetland 3	2,800 ft ²	2:1	5,600 ft ²
Total	2,975 ft ²		5,950 ft ² (0.1366 acres)

Wetland replacement will occur via wetland bank account 1762, in the amount of 0.1366 acres. The wetland bank is within the same major watershed and BSA of the project site. The applicant must provide the final BWSR withdrawal transaction form and demonstrate final withdrawal from the BWSR Bank.

4. Floodplain – The site is within an RCWD regulatory floodplain, with an elevation of 881.3 (NAVD88). The applicant shows an existing volume below the floodplain elevation as 31,647 CY and proposes a volume below the floodplain elevation of 36,063 CY. This results in a net increase of the floodplain volume of 4,416 CY and complies with Rule E.
5. Erosion Control – Proposed erosion control methods include silt fence, rock construction entrance, inlet protection and sediment control logs. The project disturbs more than 1 acre; an NPDES permit is required. The SWPPP is located on plan sheets L1.1 – L2.0. The information listed under the Rule D – Erosion and Sediment Control section above must be submitted. Otherwise, the project complies with RCWD Rule D requirements. The project is within 1 mile of Pike Lake which is impaired for nutrients.
6. Regional Conveyances – Rule G is not applicable.
7. Public Drainage Systems – This project is proposing working within the right-of-way to Ramsey County Ditch 2 (RCD-2). There are two new connections to RCD-2 and one reconstructed connection proposed with this project. The applicant is proposing a floodplain mitigation depression area within the RCD-2 right of way, however, this feature will not impede maintenance access. The connections and the other proposed work within the right-of way will not affect the hydraulic capacity or the function of the drainage system. An acceptable easement over the public drainage system exists on the property. The project complies with all requirements Rule I.
8. Documenting Easements and Maintenance Obligations – Applicant must execute an agreement with the RCWD for the maintenance of the stormwater facilities.

9. Previous Permit Information – One previous permit was found at this site, #12-041, which involved reconstruction of the north parking lot at Hansen Park.

I assisted in the preparation of this report under the supervision of the District Engineer.



01/04/2023

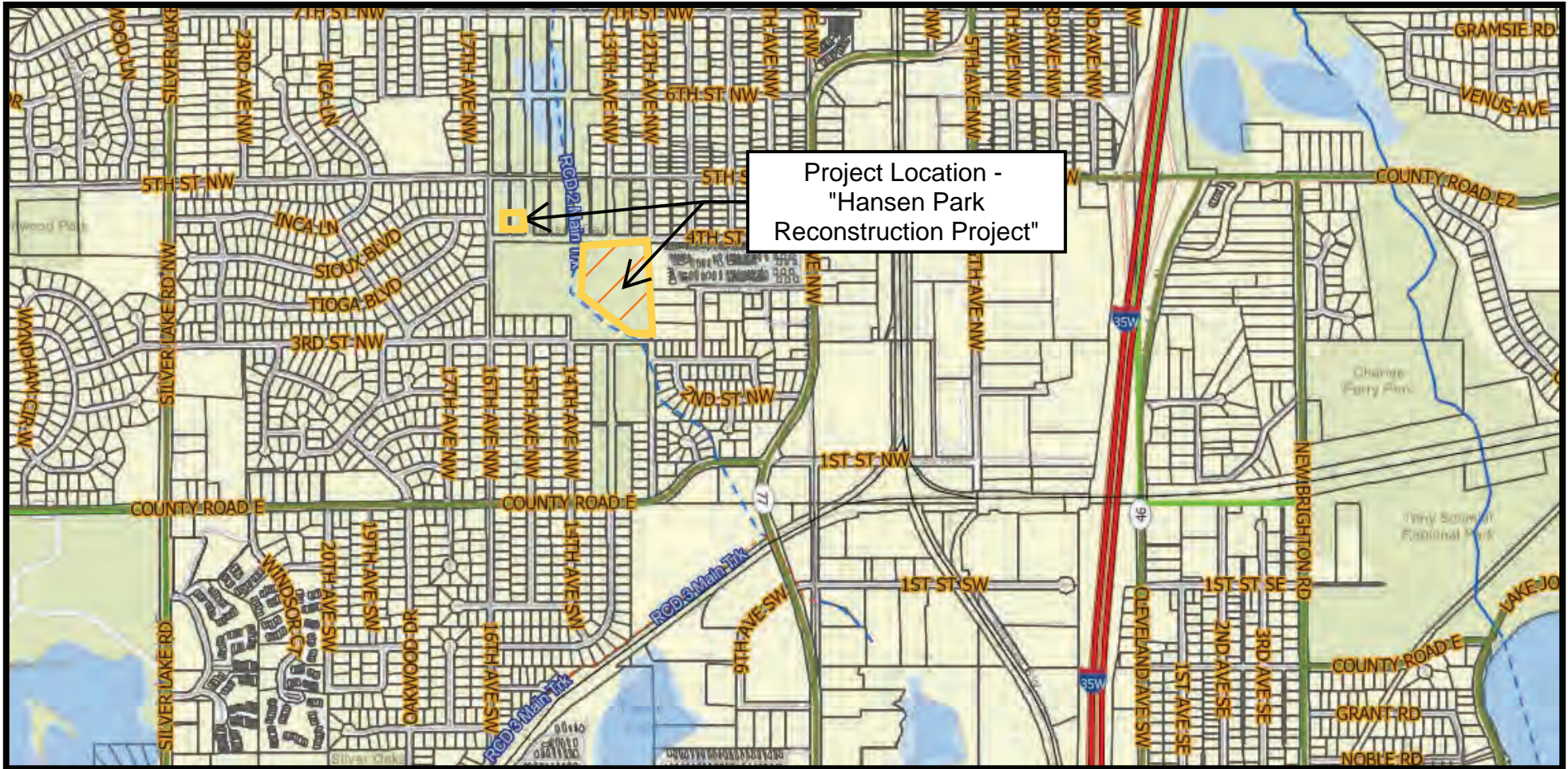
Nitsa Dereskos, EIT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the state of Minnesota.



01/04/2023

Katherine MacDonald, MN Reg. No 44590



Legend

- Public Ditch - Open Channel
-  Project Location
-  Public Waterway





Legend

- Proposed Ballfields
- Proposed Trails
- Proposed Parking Lot
- Reconstructed Parking Lot and Tennis Court
- Remove Parking Lot
- Project Location
- Stormwater Pond
- Drainage Arrow





WORKING DOCUMENT: This Engineer's report is a draft or working document of RCWD staff and does not necessarily reflect action by the RCWD Board of Managers.

Permit Application Number:

22-110

Permit Application Name:

Culver's Restaurant

Applicant/Landowner:

Lexington Meadows LLC
Attn: Stephen Wellington
1625 Energy Park Drive Ste 100
St. Paul, MN 55108
Ph: 651-292-9844
Fx: 651-292-0072
swellington@wellingtonmgt.com

Permit Contact:

Contour Civil Design, LLC
Attn: Joseph Radach
8195 Vernon Street
Rockford, MN 55373
Ph: 6127302265
jradach@contourcd.com

Project Name: Culver's Restaurant

Purpose: FSD – Final Site Drainage; construction of a Culver's restaurant.

Site Size: 14.65± acre parcel / 1.75± acres of disturbed area; existing and proposed impervious areas are 0± acres and 1.17± acres, respectively

Location: Austin St NE & 108th Ave N, Blaine

T-R-S: NE ¼, Section 23, T31N, R23W

District Rule: C, D

Recommendation: CAPROC

It is recommended that this Permit Application be given Conditional Approval Pending Receipt of Changes (CAPROC) and outstanding items related to the following items.

Conditions to be Met Before Permit Issuance:

Rule C - Stormwater

1. Show locations and elevations of EOFs for infiltration and underground system on the final plan set.
2. Provide access for inspection and maintenance on the underground infiltration system and show on the final plans.
3. Provide pretreatment upstream of the underground infiltration system.
4. The applicant must provide a construction schedule for the underground system (or communicate when the schedule will be provided). A note shall be added to the final plans to contact the RCWD inspection prior to the installation. See Stipulation 2.

Rule D – Erosion and Sediment Control

5. Submit the following information per Rule D.4:
 - (c) Name, address and phone number of party responsible for maintenance of all erosion and sediment control measures.

- (h) Provide documentation that an NPDES Permit has been applied for and submitted to the Minnesota Pollution Control Agency (MPCA).

Administrative

6. Email one final, signed full-sized pdf of the construction plan set. Include a list of changes that have been made since approval by the RCWD Board. Additionally, ensure EOF locations and elevations are shown on the final plans.
7. The applicant must pay the remaining Water Management District Charges associated with this parcel. These charges were previously noticed to the landowner. The charges are administered through the County property tax collection process as well as administration of a deferred charge due upon development. The charges are subject to change during the 12-month CAPROC term of this permit application, therefore the applicant must contact the District prior to submitting final payment to verify the amount to be paid to the District.

PID: 233123110005
Amount: \$439.37
RCWD Fund: 80-24 (PDS#53-62)
County Fund: Fund #85607
Status: Current

8. Submit a copy of the recorded plat or easements establishing drainage or flowage over stormwater management facilities, stormwater conveyances, ponds, wetlands, on-site floodplain up to the 100-year flood elevation, or any other hydrologic feature (if easements are required by the City of Blaine).
9. The applicant must submit a Draft Declaration for Maintenance of Stormwater Management Facilities acceptable to the District for proposed onsite stormwater management and pretreatment features.
10. The applicant must provide an attested copy of any and all signed and notarized legal document(s) from the County Recorder. Applicant may wish to contact the County Recorder to determine recordation requirements prior to recordation.
11. The applicant must submit a cash surety of \$3,800 along with an original executed escrow agreement acceptable to the District. If the applicant desires an original copy for their records, then two original signed escrow agreements should be submitted. The surety is based on \$1,500 for 1.75 acres of disturbance and \$2,300 for 4,672 CF of storm water treatment.

Stipulations: The permit will be issued with the following stipulations as conditions of the permit. By accepting the permit, applicant agrees to these stipulations:

1. Provide an as-built survey of all stormwater BMPs (ponds, rain gardens, trenches, swales, etc.) to the District for verification of compliance with the approved plans before return of the surety.
2. RCWD inspector must be notified prior to the installation of the underground system.

Exhibits:

1. Plan set containing 21 sheets dated 12-2-2022 and received 12-2-2022.
2. Permit application, dated 12-2-2022 and received 12-5-2022.
3. Stormwater Calculations, dated 12-2-2022 and received 12-2-2022, containing narrative, drainage maps, soil borings, and HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed conditions.
4. Permit file 18-015.

Findings:

1. Description – The project proposes to construct a Culver’s restaurant with parking lot and drive through on a 14.65± acre parcel located in Blaine, MN. The project will increase the impervious area from 0± acres to 1.17± acres and disturb 1.75± acres overall. This project is part of the Lexington Meadows development (Permit #18-015) which included a regional stormwater pond to provide rate control for the site. All stormwater from the site drains to the regional pond via storm sewer, then to ACD-53-62, and ultimately to Golden Lake, which is the Resource of Concern. The applicant has submitted a \$3,000 application fee for a Rule C permit creating less than 5 acres of new and/or reconstructed impervious surface.
2. Stormwater – The applicant is proposing the BMPs as described below for the project:

Proposed BMP Description	Location	Pretreatment	Volume provided	EOF
Surface infiltration basin	Southern property line	Sumps in CBMHs 101 and 106	3,136± cubic feet below the outlet	900.9*
Underground infiltration system	East of restaurant building under parking lot	Sump**	1,699± cubic feet below the outlet	901.4*

*Approximate EOF elevation. Applicant to label exact elevation on plans.

** Applicant to show location of pretreatment on final plans.

BMP Description	Location	Proposed Impervious Area Directed to the Regional Pond	Impervious Area Permitted to Date Directed to the Regional Pond*	Full Buildout Impervious Area
Regional Stormwater Pond	West of site	1.17± acres	17.51± acres	27.27± acres

* Includes permits 18-015, 18-016, 20-022, 20-043, 21-035, 21-039, and 22-110

Soils on site are primarily sandy (HSG A) soils. Thus, infiltration is considered feasible. Per Rule C.6(c)(1), the Water Quality requirement is 1.1-inches over the new/reconstructed area (1.17± acres) for a total requirement of 4,672± cubic feet.

The applicant has proposed two infiltration BMPs. Adequate pre-treatment has been provided for the infiltration basin; the applicant has indicated that a sump catch basin will provide pretreatment for the underground infiltration system. Drawdown is expected within 48-hours using an appropriate rate of 0.8 inches per hour. The seasonal high water table is estimated at elevation 893.5, which provides a minimum of three feet of separation. The project is not located within a DWSM area. The applicant has treated 91% of the project area. Additional TSS removal is not practicable. The applicant must indicate the location of the sump catch basin. Otherwise, the applicant has met all the Water Quality requirements of Rule C.6 and the design criteria of Rule C.9(a).

The regional pond is owned by the applicant and has a recorded maintenance obligation under RCWD Permit 18-015. An as-built has been received. The regional stormwater pond was designed to provide rate control for the entire Lexington Meadows development based on 70% impervious area. The proposed site has 74% impervious area, which exceeds the proposed criteria approved under permit #18-015. However, the applicant has provided a total of 4,835± cubic feet of storage with the

proposed infiltration practices, which exceeds the expected runoff volume of the 100-year storm from the excess impervious area. The project is not located within the Flood Management Zone. The applicant has complied with the rate control requirements of Rule C.7.

The applicant has complied with the freeboard requirements of Rule C.9(g).

3. Wetlands – There are no wetlands located within the project area.
4. Floodplain – The site is not in a regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include silt fence, rock construction entrances, inlet protection and erosion control blankets. The project disturbs more than 1 acre; an NPDES permit is required. The SWPPP is located on plan sheets C5.1-C5.3. The information listed under the Rule D – Erosion and Sediment Control section above must be submitted. Otherwise, the project complies with RCWD Rule D requirements. The project does not flow to a nutrient impaired water (within 1 mile).
6. Regional Conveyances – Rule G is not applicable.
7. Public Drainage Systems – Rule I is not applicable.
8. Documenting Easements and Maintenance Obligations – Applicant must provide a draft maintenance declaration for approval, and a receipt showing recordation of the approved maintenance declaration and the drainage and flowage easements (if required).
9. Previous Permit Information – Relevant previous permit information includes the Lexington Meadows development, #18-015.

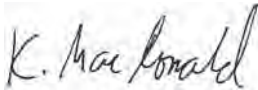
I assisted in the preparation of this report under the supervision of the District Engineer.



01/04/2023

Nitsa Dereskos, EIT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the state of Minnesota.



01/04/2023

Katherine MacDonald, MN Reg. No 44590










Legend

-  Village Meadows Rules
-  District Boundary
-  Project Location
-  Private Ditch
-  Public Ditch - Open Channel





Legend

-  Proposed Bituminous Parking Lot and Drive-through
-  Proposed Building
-  Proposed Sidewalk
-  Project Location
-  Surface Infiltration Basin
-  Underground Infiltration System
-  Drainage Arrow



ITEMS REQUIRING BOARD ACTION

1. Hansen Park & Bald Eagle Lake Iron-Enhanced Sand Filter (IESF) Maintenance Work – Davey Resource Group Proposal (Ashlee Ricci)



MEMORANDUM
Rice Creek Watershed District

Date: January 3, 2023
To: RCWD Board of Managers
From: Ashlee Ricci, Public Drainage Inspector
Subject: Hansen Park & Bald Eagle Lake IESF Maintenance Work – Davey Resource Group Proposal

Introduction

The purpose of this memo is to present for consideration a Davey Resource Group (DRG) proposal for 2023 calendar year contracted maintenance work at two Rice Creek Watershed District (District) Facility sites: Hansen Park and Bald Eagle Lake Iron-Enhanced Sand Filter (IESF). This proposal is identical in scope and cost to the work completed by DRG in 2022.

Background

IESF Maintenance: Each year the two IESFs solely operated by the District require filter bed maintenance in the form of weed removal and tilling to break up the iron-sand media and promote movement of pumped water through the filter. The District has contracted with DRG for IESF maintenance for the last 2+ years with great success. This proposal would continue their work for the entire year at both IESF locations.

2023 Hansen Park IESF Maintenance Cost: \$5,500
2023 Bald Eagle Lake IESF Maintenance Cost: \$3,560

Hansen Park Native Vegetation Maintenance: Hansen Park has largely been a success in terms of the establishment of a diverse native plant community since we completed the project in 2018. However, there are some large areas that have seen monocultures of thistles and other noxious invasive species thrive, especially around the pond perimeter along the park trail. The District’s goal is to turn this area over to the City for long-term management. However, the plant community needs to be in adequate condition before the turnover can happen. DRG’s work was successful in 2022 and staff recommend continuing with this management approach through the 2024 calendar year, before turning it back to the City of New Brighton.

2023 Hansen Park Native Vegetation Maintenance Cost: \$12,400

Bald Eagle Lake IESF Native Vegetation Management: The extreme drought in 2021 severely impacted the growth of vegetation across the entire site, resulting in a very weedy and undesirable plant community. DRG’s work in 2022 greatly improved the viability of the native seed bed that was able to sprout during the spring. Drought was a continued issue in 2022, but the plant community is in better shape now that it is receiving regular attention. Despite weather conditions, the District should continue to make an honest effort to encourage an improved native plant community to thrive here.

2023 Bald Eagle Lake IESF Native Vegetation Maintenance Cost: \$5,100

Staff is comfortable with the experience and expertise of DRG over the last couple of years and has found their work to also be economical.

Total 2023 DRG Proposal Cost: \$26,560



MEMORANDUM

Rice Creek Watershed District

Staff Recommendation

Staff recommends the Board approve Maintenance Plans for the Hansen Park and Bald Eagle Lake IESF sites incorporating DRG's proposal, dated December 12, 2022. The District is already in possession of DRG's suitable insurance certificate.

Proposed Motion

Manager _____ moves to approve the attached Davey Resource Group maintenance plans for the Hansen Park and Bald Eagle Lake IESF sites, dated January 11, 2023, authorizing the Administrator to execute the documents.

Attachments

2023 Hansen Park IESF Maintenance Plan w/DRG Proposal
2023 Bald Eagle Lake IESF Maintenance Plan w/DRG Proposal

**RICE CREEK WATERSHED DISTRICT
and
DAVEY RESOURCE GROUP**

2023 HANSEN PARK IESF MAINTENANCE PLAN

CONTRACT entered on 11th day of January, 2023 (“Effective Date”) into between the Rice Creek Watershed District, a political subdivision of the State of Minnesota with offices located at 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, MN 55449 (RCWD), and Davey Resource Group, Inc. with offices located at 295 South Water Street, Suite 300, Kent, OH 44240 (“CONTRACTOR”). The RCWD and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will perform the work described in the December 12, 2022 Hansen Park and Bald Eagle Lake 2022 Maintenance Plan, attached as Exhibit A and incorporated herein, that is specifically proposed for Hansen Park IESF (“Work”). At its discretion, the RCWD may in writing suspend or delete the Work or a part thereof. Authorized work by CONTRACTOR will be compensated as a task lump sum contract in accordance with Exhibit A and Paragraphs 5 and 6, below.

2. Independent Contractor

CONTRACTOR is an independent contractor under this agreement. CONTRACTOR will select the means, method and manner of performing the Work. CONTRACTOR is not the agent, representative or employee of the RCWD in any manner. Personnel performing the Work on behalf of CONTRACTOR will not be considered employees of the RCWD and will not be entitled to any compensation, rights or benefits of any kind from the RCWD.

3. Subcontract and Assignment

CONTRACTOR will not assign, subcontract or transfer any obligation or interest in this contract or the Work without the written consent of the RCWD.

4. Duty of Care; Indemnification

CONTRACTOR will perform the Work with due care in a proper, workmanlike and good quality manner and warrants that all materials and labor will be in strict conformity in every respect with Exhibit A. CONTRACTOR warrants that it has examined the site to the extent necessary to agree to the price of the Work and accepts any increased cost resulting from changes to the Work in response to site conditions that were foreseeable.

For a period of two (2) years following the termination or expiration of this Agreement, CONTRACTOR will defend RCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature; and hold each such party harmless, and indemnify it, to the extent due to: (a) CONTRACTOR’s negligent or otherwise wrongful act or willful omission, or breach of a specific contractual duty; or (b) a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Contractor to RCWD; and (c) excludes damages caused by the indemnified party or other third party not controlled by Contractor; rather such indemnification claims will be administered

based upon a determination of the degree of comparative fault of each party. For any claim subject to indemnification under this paragraph by an employee of CONTRACTOR, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under workers' compensation acts, disability acts or other employee benefit acts. Nothing in this CONTRACT waives or diminishes any immunity, defense or liability limit the RCWD enjoys under law, or creates any right in any third party. Notwithstanding anything to the contrary, except for claims made by an employee of Contractor, in no event will Contractor be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, and in no event will Contractor's aggregate liability arising out of this Agreement, or the services performed exceed the amount of the applicable insurance limits set forth in the Agreement.

5. Compensation

In accordance with Exhibit A, Contractor may submit monthly invoices against the lump sum to RCWD for the percentage of work completed in the prior month. Payment for undisputed work will be due within 30 days of receipt of pay request. Total payment for the 2023 work will not exceed \$17,900. CONTRACTOR will maintain records concerning fees or costs incurred in connection with the Work for six years from the date the work is completed and agrees that the RCWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

In accordance with Minnesota Statutes section 471.425, subdivision 4a, CONTRACTOR will pay any subcontractor to which the RCWD, under paragraph 3, above, has consented within 10 days of CONTRACTOR's receipt of payment from RCWD for undisputed services provided by the subcontractor. CONTRACTOR will pay interest of 1½ percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, CONTRACTOR will pay the actual penalty due to the subcontractor.

6. Insurance

At all times during the performance of the Work, CONTRACTOR will have and keep in force the following insurance coverages:

- A. Commercial general liability (CGL): \$2.0 million each occurrence and aggregate, covering ongoing operations.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, \$2.0 million.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

CGL and automobile liability limits above \$1.0 million may be met by an umbrella policy or excess policy of at least \$2.0 million that follows form. Insurance coverage will be on an occurrence basis.

CONTRACTOR will not commence the Work until it has filed with the RCWD a certificate of insurance showing the required coverages. The certificate will name the RCWD as a holder and additional insured under the CGL policy (ongoing operations) and any umbrella or excess policy, and the RCWD as holder and additional insured under the automobile liability policy, each with primary coverage on a non-contributory basis, and will state that the RCWD will receive written notice under the same terms as

CONTRACTOR before cancellation of any described policy. CONTRACTOR will not commence the Work until it has provided the RCWD with one or more endorsements establishing RCWD coverage as an additional insured as required above.

7. Compliance with Laws

CONTRACTOR will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work, and will procure all licenses, permits and other rights necessary to perform the Work. CONTRACTOR will confirm authorized right-of-way, maintain all operations within authorized right-of-way, and dispose of, place and stabilize spoils in accordance with all legal requirements.

Notwithstanding any term of Exhibit A, the terms of this paragraph apply to the Work. CONTRACTOR is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects. CONTRACTOR will report to Gopher State One Call before any excavation in accordance with Minnesota Statutes Chapter 216 as may be applicable to the Work and is responsible to identify and protect all paved surfaces, structures and utilities, whether above or below ground, and for any damage or injury resulting from the failure to do so. CONTRACTOR will not injure or destroy any shrub or tree on site except as may be authorized by the RCWD in the contract or otherwise in writing.

CONTRACTOR agrees as follows:

- (a) In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, CONTRACTOR will not, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (b) CONTRACTOR will not, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (c) A violation of this section is a misdemeanor; and
- (d) The contract may be canceled or terminated, and all money due or to become due under the contract may be forfeited for a subsequent violation of these terms.

8. Minnesota Data Practices Act

The Minnesota Data Practices Act applies to this contract to the extent specified at Minnesota Statutes §13.05, subdivision 11.

9. Choice of Law, Venue and Jurisdiction

This contract will be construed under and governed by the laws of the State of Minnesota. Venue for any legal action under this contract will lie in Ramsey County, Minnesota.

10. Whole Contract

The entire contract between the parties consists of the following:

Contract

Exhibit A: Maintenance Plan

This contract supersedes all oral contracts and negotiations relating to the subject matter hereof. Any amendment must be signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this contract.

DAVEY RESOURCE GROUP, INC.

By _____

Date:

Name _____

Title _____

RICE CREEK WATERSHED DISTRICT

By _____

Date:

Nick Tomczik, Administrator

December 12, 2022

Kyle Axtell
Project Manager
Rice Creek Watershed District

Hansen Park and Bald Eagle Lake 2023 Maintenance Plan

Dear Kyle,

Thank you for allowing Davey Resource Group, Inc., (“DRG”) to provide you with this proposal to complete land management services at Hansen Park and Bald Eagle Lake IESF in 2023.

Project Approach

Davey Resource Group’s goal is to facilitate in maintaining a highly functional native buffer that reduces runoff pollution, provides ecological benefits including habitat and forage for pollinators and other wildlife, while simultaneously remaining an attractive amenity for park users and neighbors.



Figure 1. Hansen Park, Vegetation Treatment Areas

Iron Enhanced Sand Filter (IESF), Weeding and Tilling

All weeds will be removed from the IESFs by hand. No chemicals will be used within the IESF basins, unless otherwise approved by RCWD. Deep tilling at Hansen Park will be completed in the Spring utilizing a tracked mini-backhoe with a hook attachment. Shallow tilling will be completed with a roto-tiller.

Maintenance Visits

Regular maintenance visits will begin in Spring of 2022. DRG will focus efforts on controlling known invasive or undesirable weed populations including, but not limited to; Canada thistle (*Cirsium arvense*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), crown vetch (*Securigera varia*), birds-foot trefoil (*Lotus corniculatus*) and curly dock (*Rumex crispus*). Maintenance visits at Bald Eagle Lake and Hansen Park, will consist of a combination of mechanical and chemical control methods such as spot spraying, spot mowing, and hand weeding. Prescribed burning may be recommended and implemented at either site if approved by RCWD and the City of New Brighton.

DRG recommends beginning maintenance at Hansen park with spot treatment of aggressive invasive species (Canada thistle, crown vetch, birds-foot trefoil) while species are young and small to reduce adverse effects to surrounding natives and plant energy sources are still in part directed towards the root systems. Mid-season visits will transition to mowing to prevent weed seed production. Fall visits will focus on targeted mowing and chemical spot treatments.

Diversity Planting/Seeding

Increasing the diversity and overall resilience of the shoreline by implementing a **native seed mix** or **native plugs** is recommended for strategic areas of Hansen Park. Large areas of the buffer were treated in 2022 to tackle monocultures of Canada Thistle and Reed Canary Grass, with continued treatment in 2023 these areas will need a re-introduction of native species to compete with the invasive species. **Pricing for seed/planting will be determined prior to installation.*

If you have any questions or wish to arrange for a meeting to discuss this scope of work and more specifically the treatment methods and areas, please call me at 651.202.3662. Thank you for allowing DRG, Inc. the opportunity to work with the Rice Creek Watershed District.

Sincerely,



Nikki McDermond-Spies
Maintenance Manager
nikki.mcdermondspies@davey.com
Davey Resource Group, Inc.
www.daveyresourcegroup.com

Hansen Park, Maintenance 2023

Timing	Item Description	Unit	Qty	Unit Cost	Total
IESF Maintenance:					
Spring	IESF -Hand Weeding	LS	1	\$1,000.00	\$1,000.00
Spring	IESF - Deep Tilling (16")	EA	1	\$1,200.00	\$1,200.00
Summer	IESF- Hand Weeding	LS	1	\$1,500.00	\$1,500.00
Fall	IESF -Hand Weeding	LS	1	\$1,000.00	\$1,000.00
Fall	IESF - Shallow Tilling (4"-6")	LS	1	\$800.00	\$800.00
IESF Maintenance Total:					\$5,500.00
Buffer Maintenance:					
2023	Vegetation Maintenance Visits	EA	4	\$3,100.00	\$12,400.00
Hansen Park Total:					\$17,900.00

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Client Name:

Authorizing Signature: _____

Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Hourly rates are fixed for the calendar year in which your contract is executed. After that time they may be adjusted to account for annual increases in labor and overhead.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- Plant materials are subject to availability and substitutions may be made as necessary.
- All trees and shrubs are warranted for one year from the date of installation. All perennial herbaceous plants are warranted for 90 days from the date of installation.
- Warranty does not cover lack of proper care, animal, vehicle, storm, drought, vandalism or human-caused damage.
- Davey Resource Group, Inc. proposes to furnish material and labor complete in accordance with the description and cost estimate provided in this proposal.
- All work is to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from the above description of work to be completed involving additional cost will be executed only upon written order and will be charged over and above the estimate.
- All labor and material is conclusively accepted as satisfactory unless expressed in writing within 60 days of performance. All agreements are contingent upon strikes, accidents or delays beyond our control.
- Damage to driveways, underground structures (wires, cables, irrigation) is the responsibility of the party accepting this agreement. Measures shall be taken on the part of the Davey Resource Group, Inc. to ensure the site is prepared to prevent foreseeable damage due to weather during the installation period. Any delays or damage to landscaped areas due to weather may be charged over and above this estimate.

- This agreement gives consent to Davey Resource Group, Inc. to photograph the work completed by Davey Resource Group, Inc for training, literature or marketing of the company.
- PLEASE TAKE NOTICE: ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGREEMENT AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR, EQUIPMENT, OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS FROM OUR CONTRACTORS PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY RESPONSE.

LIMITED WARRANTY

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When

performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

**RICE CREEK WATERSHED DISTRICT
and
DAVEY RESOURCE GROUP**

2023 BALD EAGLE LAKE IESF MAINTENANCE PLAN

CONTRACT entered on 11th day of January, 2023 (“Effective Date”) into between the Rice Creek Watershed District, a political subdivision of the State of Minnesota with offices located at 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, MN 55449 (RCWD), and Davey Resource Group, Inc. with offices located at 295 South Water Street, Suite 300, Kent, OH 44240 (“CONTRACTOR”). The RCWD and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will perform the work described in the December 12, 2022 Hansen Park and Bald Eagle Lake 2022 Maintenance Plan, attached as Exhibit A and incorporated herein, that is specifically proposed for Bald Eagle Lake IESF (“Work”). At its discretion, the RCWD may in writing suspend or delete the Work or a part thereof. Authorized work by CONTRACTOR will be compensated as a task lump sum contract in accordance with Exhibit A and Paragraphs 5 and 6, below.

2. Independent Contractor

CONTRACTOR is an independent contractor under this agreement. CONTRACTOR will select the means, method and manner of performing the Work. CONTRACTOR is not the agent, representative or employee of the RCWD in any manner. Personnel performing the Work on behalf of CONTRACTOR will not be considered employees of the RCWD and will not be entitled to any compensation, rights or benefits of any kind from the RCWD.

3. Subcontract and Assignment

CONTRACTOR will not assign, subcontract or transfer any obligation or interest in this contract or the Work without the written consent of the RCWD.

4. Duty of Care; Indemnification

CONTRACTOR will perform the Work with due care in a proper, workmanlike and good quality manner and warrants that all materials and labor will be in strict conformity in every respect with Exhibit A. CONTRACTOR warrants that it has examined the site to the extent necessary to agree to the price of the Work and accepts any increased cost resulting from changes to the Work in response to site conditions that were foreseeable.

For a period of two (2) years following the termination or expiration of this Agreement, CONTRACTOR will defend RCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature; and hold each such party harmless, and indemnify it, to the extent due to: (a) CONTRACTOR’s negligent or otherwise wrongful act or willful omission, or breach of a specific contractual duty; or (b) a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Contractor to RCWD; and (c) excludes damages caused by the indemnified party or other third party not controlled by Contractor; rather such indemnification claims will be administered

based upon a determination of the degree of comparative fault of each party. For any claim subject to indemnification under this paragraph by an employee of CONTRACTOR, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under workers' compensation acts, disability acts or other employee benefit acts. Nothing in this CONTRACT waives or diminishes any immunity, defense or liability limit the RCWD enjoys under law, or creates any right in any third party. Notwithstanding anything to the contrary, except for claims made by an employee of Contractor, in no event will Contractor be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, and in no event will Contractor's aggregate liability arising out of this Agreement, or the services performed exceed the amount of the applicable insurance limits set forth in the Agreement.

5. Compensation

In accordance with Exhibit A, Contractor may submit monthly invoices against the lump sum to RCWD for the percentage of work completed in the prior month. Payment for undisputed work will be due within 30 days of receipt of pay request. Total payment for the 2023 work will not exceed \$8,660. CONTRACTOR will maintain records concerning fees or costs incurred in connection with the Work for six years from the date the work is completed and agrees that the RCWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

In accordance with Minnesota Statutes section 471.425, subdivision 4a, CONTRACTOR will pay any subcontractor to which the RCWD, under paragraph 3, above, has consented within 10 days of CONTRACTOR's receipt of payment from RCWD for undisputed services provided by the subcontractor. CONTRACTOR will pay interest of 1½ percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, CONTRACTOR will pay the actual penalty due to the subcontractor.

6. Insurance

At all times during the performance of the Work, CONTRACTOR will have and keep in force the following insurance coverages:

- A. Commercial general liability (CGL): \$2.0 million each occurrence and aggregate, covering ongoing operations.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, \$2.0 million.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

CGL and automobile liability limits above \$1.0 million may be met by an umbrella policy or excess policy of at least \$2.0 million that follows form. Insurance coverage will be on an occurrence basis.

CONTRACTOR will not commence the Work until it has filed with the RCWD a certificate of insurance showing the required coverages. The certificate will name the RCWD as a holder and additional insured under the CGL policy (ongoing operations) and any umbrella or excess policy, and the RCWD as holder and additional insured under the automobile liability policy, each with primary coverage on a non-contributory basis, and will state that the RCWD will receive written notice under the same terms as

CONTRACTOR before cancellation of any described policy. CONTRACTOR will not commence the Work until it has provided the RCWD with one or more endorsements establishing RCWD coverage as an additional insured as required above.

7. Compliance with Laws

CONTRACTOR will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work, and will procure all licenses, permits and other rights necessary to perform the Work. CONTRACTOR will confirm authorized right-of-way, maintain all operations within authorized right-of-way, and dispose of, place and stabilize spoils in accordance with all legal requirements.

Notwithstanding any term of Exhibit A, the terms of this paragraph apply to the Work. CONTRACTOR is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects. CONTRACTOR will report to Gopher State One Call before any excavation in accordance with Minnesota Statutes Chapter 216 as may be applicable to the Work and is responsible to identify and protect all paved surfaces, structures and utilities, whether above or below ground, and for any damage or injury resulting from the failure to do so. CONTRACTOR will not injure or destroy any shrub or tree on site except as may be authorized by the RCWD in the contract or otherwise in writing.

CONTRACTOR agrees as follows:

- (a) In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, CONTRACTOR will not, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (b) CONTRACTOR will not, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (c) A violation of this section is a misdemeanor; and
- (d) The contract may be canceled or terminated, and all money due or to become due under the contract may be forfeited for a subsequent violation of these terms.

8. Minnesota Data Practices Act

The Minnesota Data Practices Act applies to this contract to the extent specified at Minnesota Statutes §13.05, subdivision 11.

9. Choice of Law, Venue and Jurisdiction

This contract will be construed under and governed by the laws of the State of Minnesota. Venue for any legal action under this contract will lie in Ramsey County, Minnesota.

10. Whole Contract

The entire contract between the parties consists of the following:

Contract

Exhibit A: Maintenance Plan

This contract supersedes all oral contracts and negotiations relating to the subject matter hereof. Any amendment must be signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this contract.

DAVEY RESOURCE GROUP, INC.

By _____

Date:

Name _____

Title _____

RICE CREEK WATERSHED DISTRICT

By _____

Date:

Nick Tomczik, Administrator

December 12, 2022

Kyle Axtell
Project Manager
Rice Creek Watershed District

Hansen Park and Bald Eagle Lake 2023 Maintenance Plan

Dear Kyle,

Thank you for allowing Davey Resource Group, Inc., (“DRG”) to provide you with this proposal to complete land management services at Hansen Park and Bald Eagle Lake IESF in 2023.

Project Approach

Davey Resource Group’s goal is to facilitate in maintaining a highly functional native buffer that reduces runoff pollution, provides ecological benefits including habitat and forage for pollinators and other wildlife, while simultaneously remaining an attractive amenity for park users and neighbors.



Figure 1. Hansen Park, Vegetation Treatment Areas

Iron Enhanced Sand Filter (IESF), Weeding and Tilling

All weeds will be removed from the IESFs by hand. No chemicals will be used within the IESF basins, unless otherwise approved by RCWD. Deep tilling at Hansen Park will be completed in the Spring utilizing a tracked mini-backhoe with a hook attachment. Shallow tilling will be completed with a roto-tiller.

Maintenance Visits

Regular maintenance visits will begin in Spring of 2022. DRG will focus efforts on controlling known invasive or undesirable weed populations including, but not limited to; Canada thistle (*Cirsium arvense*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), crown vetch (*Securigera varia*), birds-foot trefoil (*Lotus corniculatus*) and curly dock (*Rumex crispus*). Maintenance visits at Bald Eagle Lake and Hansen Park, will consist of a combination of mechanical and chemical control methods such as spot spraying, spot mowing, and hand weeding. Prescribed burning may be recommended and implemented at either site if approved by RCWD and the City of New Brighton.

DRG recommends beginning maintenance at Hansen park with spot treatment of aggressive invasive species (Canada thistle, crown vetch, birds-foot trefoil) while species are young and small to reduce adverse effects to surrounding natives and plant energy sources are still in part directed towards the root systems. Mid-season visits will transition to mowing to prevent weed seed production. Fall visits will focus on targeted mowing and chemical spot treatments.

Diversity Planting/Seeding

Increasing the diversity and overall resilience of the shoreline by implementing a **native seed mix** or **native plugs** is recommended for strategic areas of Hansen Park. Large areas of the buffer were treated in 2022 to tackle monocultures of Canada Thistle and Reed Canary Grass, with continued treatment in 2023 these areas will need a re-introduction of native species to compete with the invasive species. **Pricing for seed/planting will be determined prior to installation.*

If you have any questions or wish to arrange for a meeting to discuss this scope of work and more specifically the treatment methods and areas, please call me at 651.202.3662. Thank you for allowing DRG, Inc. the opportunity to work with the Rice Creek Watershed District.

Sincerely,



Nikki McDermond-Spies
Maintenance Manager
nikki.mcdermondspies@davey.com
Davey Resource Group, Inc.
www.daveyresourcegroup.com

BEL, Maintenance 2023

Timing	Item Description	Unit	Qty	Unit Cost	Total
IESF Maintenance:					
Spring	IESF -Hand Weeding	LS	1	\$750.00	\$750.00
Spring	IESF - Shallow Tilling (4"-6")	EA	1	\$500.00	\$500.00
Summer	IESF- Hand Weeding	LS	1	\$1,060.00	\$1,060.00
Fall	IESF -Hand Weeding	LS	1	\$750.00	\$750.00
Fall	IESF - Shallow Tilling (4"-6")	LS	1	\$500.00	\$500.00
IESF Maintenance Total:					\$3,560.00
Buffer Maintenance:					
2023	Vegetation Maintenance Visits	EA	3	\$1,700.00	\$5,100.00
BEL Total:					\$8,660.00

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Client Name:

Authorizing Signature: _____

Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Hourly rates are fixed for the calendar year in which your contract is executed. After that time they may be adjusted to account for annual increases in labor and overhead.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- Plant materials are subject to availability and substitutions may be made as necessary.
- All trees and shrubs are warranted for one year from the date of installation. All perennial herbaceous plants are warranted for 90 days from the date of installation.
- Warranty does not cover lack of proper care, animal, vehicle, storm, drought, vandalism or human-caused damage.
- Davey Resource Group, Inc. proposes to furnish material and labor complete in accordance with the description and cost estimate provided in this proposal.
- All work is to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from the above description of work to be completed involving additional cost will be executed only upon written order and will be charged over and above the estimate.
- All labor and material is conclusively accepted as satisfactory unless expressed in writing within 60 days of performance. All agreements are contingent upon strikes, accidents or delays beyond our control.
- Damage to driveways, underground structures (wires, cables, irrigation) is the responsibility of the party accepting this agreement. Measures shall be taken on the part of the Davey Resource Group, Inc. to ensure the site is prepared to prevent foreseeable damage due to weather during the installation period. Any delays or damage to landscaped areas due to weather may be charged over and above this estimate.

- This agreement gives consent to Davey Resource Group, Inc. to photograph the work completed by Davey Resource Group, Inc for training, literature or marketing of the company.
- PLEASE TAKE NOTICE: ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGREEMENT AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR, EQUIPMENT, OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS FROM OUR CONTRACTORS PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY RESPONSE.

LIMITED WARRANTY

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When

performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

ITEMS REQUIRING BOARD ACTION

2. Johanna Creek Carp Barrier - Award of Construction Contract (Matt Kocian)

MEMORANDUM
Rice Creek Watershed District



Date: January 3, 2023
To: RCWD Board of Managers
From: Matt Kocian, Lake and Stream Program Manager
Subject: Johanna Creek Carp Barrier - Award of Construction Contract

Introduction

The Board is asked to approve an agreement for construction of the Johanna Creek Fish Barrier

Background

The Board has ordered the Johanna Creek Fish Barrier project, following a Public Hearing, at the September 14, 2022 meeting. The project has received \$50,000 from a BWSR Watershed-Based Implementation Funding grant and requires only a 10% investment of local match for construction. The total project construction budget is \$55,000.

The proposed location for this barrier is on property owned by the City of New Brighton, commonly known as the New Brighton Community Center. City staff have been fully supportive of the project. A 25-year access agreement for the barrier (as required by BWSR) has been signed by both parties. RCWD staff have applied for, and received, a DNR Public Waters permit, necessary for the project.

District staff have requested quotes for construction from three contractors, per MN Uniform Municipal Contracting Law. Quotes are due to RCWD on Friday, January 6, 2023 – too late for the January 11, 2023 Board Meeting packet. This memo is serving as a placeholder in the January 11 Board packet. **An updated memo will be provided to the Board (“walk up”) at the January 11 meeting; it will include the low-quote cost and contractor, and a recommended Board motion to proceed with a construction agreement.**

ITEMS REQUIRING BOARD ACTION

3. District Financial Manual and Associated Bylaws Amendment (Nick Tomczik)



MEMORANDUM
Rice Creek Watershed District

Date: December 27, 2022
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Accounting, Funds Management and Investment Policy and Bylaws

Introduction

Staff has revised the District’s Finance and Accounting Manual (to be renamed the “Accounting, Funds Management and Investment Manual”). Adoption of the revised document is the proposed Board action. In addition, the Board is presented with a proposed amendment of the Bylaws to authorize signature of checks in advance of Board check register approval.

Background

The December 12th workshop included Board review and discussion on draft policy revisions to provide a clear frame for the District’s investment of its funds, and to further memorialize in a well-organized policy the current District accounting and fund management practices. At the workshop, also, the managers were given 30-day notice of a proposed revision of the Bylaws to authorize signature of checks in advance of Board check register approval, to align with efficient practices for electronic signature. The District accountant has advised that these are accepted practices, and the amended language would require the Treasurer to oversee a procedure that protects against premature disbursement.

The only change from the document reviewed at the workshop is that reference to a specific credit card limit has been deleted from section B.1.c. The credit card limit is adjusted by the card issuer and so a stated limit in the document would become obsolete. It is not applicable to District processes or the Administrator’s spending authority, which is set by Resolution 2009-04 and not proposed for change.

Staff Recommendation

Staff recommends adoption by resolution of the proposed policy and bylaw revisions.

Proposed Motion

Manager ____ moves to approve Resolution 2023-01 seconded by Manager _____.

Attachments

- Accounting, Funds Management and Investment Policy Manual
- Bylaws proposed amendment
- Resolution 2023-01

Rice Creek Watershed District
(DRAFT) Accounting, Funds Management and Investment Manual

Approved 1/25/2012
Amended 3/9/2016
Amended 12/12/2018
Amended 4/10/2019
Amended __/__/2022

A. BACKGROUND

1. Purposes. The purposes of the Rice Creek Watershed District Accounting, Funds Management and Investment Manual are:

- To define and describe account numbers as a means of defining and charting accounting matters;
- To assist in orienting and training managers and employees as to key contacts, policies and procedures;
- To assist in budgeting, reporting, financial review, investment, and audit processes. The accounting system exists to support the Rice Creek Watershed District, and to meet the District's legal reporting requirements.

2. The Reporting Entity. Rice Creek Watershed District is a governmental subdivision of the State of Minnesota. The watershed district is a special taxing district created and authorized under Minnesota Statutes Chapter 103D in 1972.

The basic purposes of the District are defined in Minnesota Statutes sections 103B.201 and 103D.201, and are summarized as the management, protection and enhancement of surface waters and groundwater for beneficial public use.

3. Governance. Rice Creek Watershed District is governed by a Board of Managers. The Board is composed of five members representing different hydrologic areas of the district. Each manager is appointed and reappointed by the Ramsey, Anoka or Washington County Board to a three-year term, with terms staggered. The District's boundaries are those of the drainage area of Rice Creek. The funds and entities relating to the Rice Creek Watershed District are all funds that are considered to be the responsibility of the Board of Managers.

4. Basis of Accounting. Accounting for all of the District's activities is centralized under the Administrative program. This program has been delegated the responsibility for financial control and reporting financial data.

The accounts of the Rice Creek Watershed District are organized on the basis of funds and account groups. Each fund is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, expenditures, and deferred inflows and outflows.

Government resources are allocated to and accounted for in individual funds based upon:

- The purposes for which they are to be spent; and

- The means by which spending is controlled.

For District accounting purposes, a “capital asset” is an asset with a cost of more than \$5,000 and a useful life of more than one year. A capital asset is depreciated by the straight line method over its useful life.

End-of-year accounts payable consists of items within the knowledge of Office Manager (OM) that are expenses for the year ending but will be paid in the next year.

5. Fund Codes and Structures. A fund is a fiscal and accounting entity required for government accounting purposes. It is defined as an independent fiscal and accounting entity with a set of self-balancing accounts. These accounts are segregated for the purpose of carrying on specific activities or attaining certain objectives.

Chart of Accounts-

Fund No. & Sub-Account	Name	Account ID	Account Name
10	General Administration		
		Accounts	(Last 4 Numbers)
30	Communication & Outreach		
-02	Watershed Communication & Outreach	2330	Permits/Sureties Payable
-03	Minnesota Water Steward Program	3100	General Property Tax
-04	Outreach Partnerships	3205	Market Value Credit
-05	Mini-Grants Program	3300	Grant Revenue-other
-06	Engineering & Technical Support		
-08	Watershed Plan Maintenance	3400	Permit Fees
35	Information Management	3700	Interest Income
-03	Boundary Management Program	3705	Investment Income
-04	District Wide Model	3800	Miscellaneous Income
-05	Database (MS4 Front) & Viewer Maintenance	4000	Manager Per Diem
-15	District Website	4010	Manager Expenses
		4011	Manager Travel
60	Restoration Projects	4100	Salaries
-01	Anoka Chain of Lakes Water Management Project		
-02	Lower Rice Creek WMD (DEDICATED)	4105	Compensation-Other
-03	Lower Rice Creek Water Management Project	4110	Benefits
-04	Middle Rice Creek Water Management Project	4120	PERA Expense
-05	Bald Eagle Lake WMD (DEDICATED)	4130	Payroll Taxes
-06	Bald Eagle Lake Water Management Project	4200	Office Supplies

-07	RCD 2, 3 & 5 WMD (DEDICATED)	4201	Field Supplies
-08	RCD 2, 3 & 5 Basic Water Management Project		
-09	Silver Lake Water Management Project	4203	Computer Software
-10	Golden Lake Water Management Project	4204	GIS Data
-11	Regional Water Management Partnership Projects	4205	Meetings supplies
-15	Stormwater Management Cost Share	4208	Printing
-24	Southwest Urban Lakes Implementation	4210	Rent
-29	Clear Lake Water Management Project	4235	Permit Admin (recording)
-33	Forest Lake Planning WMD (DEDICATED)	4240	Telecommunications
-34	Columbus Planning WMD (DEDICATED)	4245	Dues
-35	Stormwater Master Planning	4285	Advertising
-36	Municipal CIP Early Coordination Program		
-37	Groundwater Management & Stormwater Reuse Assessment Program	4250	Publications
70	Regulatory	4260	Miscellaneous
-01	Rule Revision / Permit Guidance		
-03	Permit Review, Inspection and Coordination Program		Training & Education (food included)
		4265	
		4270	Insurance & Bonds
80	Ditch & Creek Maintenance		Education & Communication
-01	Natural Waterway Management	4338	
-02	Ditch Maintenance	4280	Postage
-03	Repair Reports & Studies	4285	Advertising
-04	ACD 10-22-32 WMD (DEDICATED)	4290	Legal Notices
-05	ACD 31 WMD (DEDICATED)		
-06	ACD 46 WMD (DEDICATED)	4320	Staff Travel
-07	RCD 4 WMD (DEDICATED)	4321	Staff Expense
-08	RCD 4 Repair	4322	Vehicle
-09	ARJD 1 WMD (DEDICATED)		
-10	ARJD 1 Repair		
-15	Hugo Ditch Maintenance	4330	Audit & Accounting
-20	WJD 2 Branch 1/2 Repair	4335	Professional Services
-21	AWJD 3 Repair	4336	Professional Serv. Temp
-22	ACD 15 / AWJD 4 WMD (DEDICATED)	4337	Contract Services
-23	ACD 15 & AWJD 4	4340	Recruitment
-24	ACD 53-62 WMD (DEDICATED)	4410	Legal
-25	ACD 53-62 Repair	4450	Acquisitions
		4560	Wetland Credits
90	Lake & Stream Management		
-01	Water Quality Grant Program	4500	Engineering
-04	Surface Water Monitoring & Management	4501	Engineering-Reporting

	Program		
-26	Common Carp Management	4502	Engineering-Audit
-27	Curly Leaf Pondweed Management	4560	Wetland Credits
95	District Facilities	4600	Construction
-01	Long Lake Sediment Basin Maintenance		
-02	Locke Lake Sediment Basin Maintenance	4634	Computer Equipment
-03	District Facilities Repair	4635	Equipment
-04	Inspection, Operation & Maintenance	4636	Equipment Lease
		4650	Repairs & Maintenance
99	Project Anticipation		
-60	Restoration Project Anticipation	4713	Lab
-80	Ditch & Creek Project Anticipation		
-90	Lake & Stream Project Anticipation	4900	Interest Expense
-95	District Facility Project Anticipation	4910	Bank Charges

B. PAYMENTS and RECEIPTS

Key Personnel:

District Administrator (DA)

Office Manager (OM)

Monthly Accounting Support:

Monthly, the third-party accountant will provide the District with accounts payable (claims list), investment listing (cash account), and a copy of the general ledger. The accountant does not make management decisions.

Records: Bank statements are available electronically through bank websites. OM maintains all bank statements and payroll records, invoices and receipts as District records.

1. Payments.

a. Invoices. Invoices are directed to or received by OM at District office. OM codes invoices and, as necessary, reviews invoices with project or program lead staff for correct coding.

Before incurring an expense estimated to exceed \$500 for travel, employee & manager training, safety and health programs, manager and employee recognition and appreciation, food and beverages, outreach and stakeholder involvement, membership/donations, or vehicle expense, District staff or manager will complete a RCWD Public Purposes Expenditures Request for Approval form for review and approval by District Administrator (DA). If a receipt for an expenditure is not available or lost, staff will complete, sign and notarize an RCWD Affidavit Employee Authorized Expenses-No Receipt form and submit it to OM.

OM will prepare an Excel accounts payable register with account coding for each invoice. DA will review the accounts payable register with the Board Treasurer and approve the accounts payable register pursuant to the Treasurer's satisfaction. OM will email the approved Excel accounts payable register to the third-party accountant. The accountant will review the bill coding for reasonableness

while preparing checks. The accountant may suggest a recoding; the OM will advise the DA of the suggestion, for DA decision.

Checks are signed electronically by the Board President and Treasurer. The accountant delivers checks to the District by courier. The Board will approve the check register, which includes expenditures and payroll, at a regular meeting. In November and December, when the Board typically meets only once, the Treasurer may exercise authority to approve the check register as delegated by Board resolution.

OM is responsible to retain all voided checks.

b. Payroll. Salaries and pay rates and adjustment for employees other than the DA are established by the DA. DA salary and salary adjustments are established by the Board in public meeting.

Each employee will record their hours worked in a provided Excel Timesheet (timesheet) file. On completion of a timesheet pay period, each employee will submit an Adobe PDF of their completed pay period signed and dated to the OM by the end of day on following Friday. Employee timesheet tracks staff time to the programs (funds and grants) of the District. Each timesheet is employee-specific and enters accruals/expenditures automatically based on tenure and District benefits. The timesheet addresses annual, sick/personal, holiday and flex time. OM reviews Excel timesheets for starting balance from prior period, accruals/expenditures, and ending balance. All employee timesheets are provided to DA for review and approval. OM provides third-party accountant employee year-end vacation and sick leave balances for compensated absences reporting. Accountant adjusts compensated absences accrual at year end.

Payroll is prepared on a semi-monthly basis. OM prepares an Excel payroll template. The template includes employee salary or calculated hours/wage, Sick Leave for Fitness payments, employee expenses reimbursement, employee contributions to FSA, health benefits, and deferred compensation if applicable. This form also includes manager per diem, mileage, and expense reimbursements. DA will review and approve payroll template, which includes hourly and overtime calculations if applicable. OM will email the Excel payroll template to the third-party payroll processor. The payroll processor will prepare the payroll based on the template received, and will make no management decision related to payroll. Direct deposits are processed by an outside vendor. As of beginning of 2023, this vendor is MyPay PayrollServices. The payroll service provider is the only party able to make payroll-related payments or transfers.

The Board approves the check register, which includes approximate payroll expense, at regular meetings on the 2nd and 4th Wednesday of the month. In November and December, when the Board typically meets only once, the Treasurer may exercise the authority to approve payroll as designated by Board resolution.

Direct deposit notifications are available to employees on the payroll date electronically through the district's payroll provider.

c. Credit Cards. The DA carries, and may authorize other senior staff/program managers to carry, a District credit card. The credit card may be used for miscellaneous supplies, services, rentals, registration fees, software and occasional business travel. The DA's credit card may use the entire unused limit for otherwise-authorized purchases. The DA sets limits on cards issued to senior program staff consistent with specific program needs.

Each employee card holder will submit receipts to OM to support charges. Per Minnesota Statutes §103D.325, an employee is personally responsible for a charge not approved by the Board of Managers for payment. On a monthly basis, OM codes each credit charge, and DA reviews coding of each charge as part of the review of the accounts payable register with the Board Treasurer. Coded charges are included on the accounts payable register as transmitted to the third-party accountant, and included for Board approval.

d. Wire Transfers. The District uses electronic payment for payroll. District money is moved electronically between its accounts. Entities and vendors conducting financial business under secure electronic means with Board adopted official depository may be used for business.

e. Ordering Checks. Checks must contain the following text on the back, following Endorse Here: “I declare under the penalty of law that this account claim or demand is just and correct and that no part of it has been paid.”

2. Receipts.

a. Permitting-Related Receipts. The District maintains separate administrative and surety bank accounts; both are “sweep accounts” meaning funds earn a higher yield until “swept” to the expenditure/use portion of account. Permit fees are deposited in the administrative account; permit financial assurance escrows are deposited in the surety account. When a permit escrow is returned to permittee, the amount is transferred electronically via surety sweep account. Transfers are not needed since both administrative and surety accounts are sweep accounts.

b. Recording Receipts. OM is responsible to receive and issue a receipt for all revenues to the District, and to report revenues and deposits to the District’s accountant on a monthly basis.

OM will follow these procedures:

- On receipt of a check, note the following in the memo portion of the check:
 - Permit Application Number (PAN), if applicable.
 - What check is for (e.g., application fee, financial assurance, water management district charge, special assessment, ROW charge).
- On the back of the check, stamp “For Deposit Only” and include the District banking account information.
- Prepare Receipt Journal:
 - Open the Excel receipt file on hard drive (G:/200 Financial Management/receipts/YR);
 - Record check information on Receipts worksheet: date, received from, description, amount, fund if applicable.
- Print a receipt for all in-person payments, and otherwise if requested by the payor.
- File receipt copies.

OM codes cash receipts. OM codes tax settlements through preparation of annual budget as approved by the Board. OM emails a copy of deposit slips to the third-party accountant. The accountant reviews for reasonableness, and may suggest recoding. OM will convey recoding suggestion to the DA for

decision. OM emails a copy of deposit slips over to 3rd party accountant.

c. Bank Deposits. OM makes at least two cash receipt deposits per month to administration/surety accounts, and in all cases when \$5,000 has been received.

OM will follow these procedures:

- Complete deposit slip noting check numbers and amounts. (Cash may be totaled and entered under cash and coin respectively.) Include permit number for application fees and financial assurances.
- Scan all deposit documentation including bank deposit slip.
- Clip together deposit slip and all currency and checks to be deposited, keeping administrative and surety accounts separate.
- Make deposit at District's official depository and obtain a receipt of deposit.
- On return to office, scan receipt, file electronically,, and transmit to accountant with copy of receipt register for appropriate coding.

d. Regular Accounts Receivable (A/R) and Due From Other Governments (DFOG). To verify that all receivables have been properly booked, OM reviews all receipts from January 1 until time of audit, and records any receivables. OM also reviews any items the District has billed, but not yet received.

OM, project or program lead staff reviews all grants at year end, identifies existence of receivables, and invoices accordingly.

C. TAX LEVY ADMINISTRATION

1. Water Management Districts (WMDs). Charges are tied to the District's Water Management Districts (WMDs) created pursuant to Minnesota Statutes 103D.729. The District has prepared amendments to its Watershed Management Plan (WMP) pursuant to Minnesota Statutes 103B.231, subdivision 11, to establish WMDs to manage public drainage systems, lakes, streams and regional stormwater.

Each year, for each WMD, the District engineer prepares a parcel charge summary memorandum conforming to the charge methodology established in the WMP, outlining the reasons for the charge and method of how the charge is prepared. The District engineer prepares an Excel spreadsheet table for each county within the WMD, in the format approved by the county. In August of each year, the DA brings the charge before the Board for approval, in the form of a resolution with the attached Excel spreadsheet tables. On Board approval and by September 30, the District engineer emails the Excel spreadsheet tables to the counties.

The deadline for county receipt of certified charges is November 30. The counties send a preliminary listing of charge information to the District around the end of December to allow for any final changes. Final charges are extended on the January tax roll.

County Contacts:

Anoka County-Molly Meyer, Molly.Meyer@co.anoka.mn.us 763-324-1159

Hennepin County, TaxCalculation@Hennepin.us Sebastian Vannavong,

Sebastian.Vannavong@hennepin.us, 612-348-3256

Ramsey County, askpropertytax@co.ramsey.mn.us; Reed Rediske, Reed.Rediske@co.ramsey.mn.us,
651-266-2041

Washington County, PRTS-Taxation-Mailbox@co.washington.mn.us, Heather Bryant, 651-430-6757
Heather.Bryant@co.washington.mn.us

2. Allocation of Revenues. Current-year collections are allocated based on levy percentages. With respect to any disparity between budgeted and actual levy proceeds, proceeds are allocated to individual funds in proportion to the budget allocation of funds.

Delinquent collections are allocated by current-year levy percentage as delinquent receivable balances. At year end, delinquent balances are reconciled on a county basis. The District allocates investment income and accrued interest to those funds that have a cash balance in them. This is done once or twice a year based on amount of interest earned during those months.

D. INVESTMENT and DEPOSITORY POLICY and PROCEDURES

1. Purpose. The purpose of this policy is to establish the RCWD's investment objectives, specific guidelines that RCWD will use in the investment of funds and RCWD depository policy. It will be the responsibility of the RCWD administrator to invest RCWD funds in order to attain a market rate of return while preserving and protecting the capital of the overall portfolio and to ensure compliance with statutory requirements applicable to the RCWD's designation of a depository financial institution. Investments will be made in compliance with statutory constraints and in safe, low-risk instruments approved by the Board of Managers.

2. Scope. This policy applies to all financial assets of RCWD and, as to depository policy, funds held in escrow.

3. Designation of Depository and Collateralization. The RCWD Board of Managers annually will designate a financial institution or institutions in the State of Minnesota as the depository of RCWD funds. In the event the Board of Managers does not designate a depository in any particular year, the last-designated depository will continue in that capacity. Depositories will be selected through a process that will include a review of credit characteristics and financial history by the treasurer and RCWD administrator or an independent third party working under direction of the treasurer and RCWD administrator. Deposits in authorized depositories must be fully insured or collateralized. If the designated depository is a member of the Federal Deposit Insurance Corporation, that part of any deposit not protected by said insurance must be protected by collateral furnished by the depository in the manner and to the extent required by Minnesota Statutes section 118A.03, as amended, and other applicable law. Collateral will be held in safekeeping in compliance with section 118A.03, as amended.

Collateral must be accompanied by an assignment to the RCWD from the depository requiring that the depository pay to RCWD on authorized demand all money deposited free of exchange or other charges, except for early withdrawal penalties on time deposits, as well as all interest when due at the agreed-on rate. The assignment will state that in the case of depository default, RCWD by its authorized

representative may sell the collateral as needed to cover the uninsured deposit, with excess paid over to the depository.

4. Delegation of Authority. Minnesota Statutes section 118A.02 provides that the governing body may authorize the treasurer or chief financial officer to invest funds under sections 118A.01 to 118A.06 and other applicable law. For this purpose, the Board of Managers designates the administrator as the RCWD chief financial officer and authorizes the RCWD administrator to invest and manage RCWD funds pursuant to this policy and state law.

The treasurer and RCWD administrator will assure compliance with this policy and further develop and maintain adequate controls, procedures, and methods assuring security and accurate accounting on a day-to-day basis.

5. Objectives. At all times investments of RCWD will be made and maintained in accordance with Minnesota Statutes chapter 118A as amended. The primary objectives of RCWD investment activities are in the following order of priority:

a. *Security:* Security of principal is the foremost objective of the investment portfolio. Preserving capital and protecting investment principal is the primary objective of each investment transaction.

Specific risks will be managed as follows:

Credit Risk. Credit risk is the risk of loss due to failure of the security issuer or backer. Designated depositories will have insurance through the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. To ensure security when considering an investment, the RCWD will cross-check all depositories under consideration against existing investments to make certain that funds in excess of insurance limits are not deposited with the same institution unless collateralized as outlined herein. Furthermore, the Board of Managers will approve all financial institutions, brokers and advisers with which the RCWD will do business.

Concentration of Credit Risk. The RCWD will diversify its investments according to type and maturity. The RCWD portfolio, to the extent feasible, will contain a mixture of short-term (shorter than one year) and long-term (more than one year) investments. The RCWD will attempt to match its investments with anticipated cash-flow requirements. Extended maturities may be used to take advantage of higher yields.

Interest Rate Risk. Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. The RCWD will minimize interest rate risk by structuring its investment portfolio to ensure that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Custodial Risk. The RCWD will minimize deposit custodial risk, which is the risk of loss due to failure of the depository bank or credit union, by obtaining collateral for all uninsured amounts on deposit and necessary documentation to show compliance.

b. *Liquidity:* The investment portfolio is to remain sufficiently liquid to meet projected disbursement requirements. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Generally, investments will have short terms and/or “laddered” maturities so that funds become available on a regular schedule. Liquid funds will allow the RCWD to meet possible cash emergencies without being significantly penalized on investments.

c. *Return on investment*: The investment portfolio will be designed to manage funds to maximize returns consistent with items 1) and 2) and within the requirements set forth in this policy.

The RCWD will report proceeds of specific revenue sources as restricted, committed or assigned for specific purposes, as applicable, and maintain its budget and accounts in a manner consistent with these designations. Except for cash in these certain restricted, committed and assigned funds, the RCWD will consolidate cash and reserve balances from funds to maximize investment earnings and increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

6. Prudence

The “prudent person” standard is to be applied in managing RCWD investments. All investment transactions are to be made in good faith with the degree of judgment and care that a person of prudence, discretion and intelligence would exercise under the circumstances in managing his or her own affairs, not for speculation but for investment and otherwise in accord with this policy.

7. Eligible Investments

All investments will conform to Minnesota Statutes section 118A.04.

8. Investment Restrictions

In addition to statutory prohibitions, investments specifically prohibited are derivative products, structured notes, inverse index bonds, repurchase agreements and other exotic products or investments not authorized by statute.

9. Safekeeping

RCWD investments, contracts and agreements will be held in safekeeping in compliance with Minnesota Statutes section 118A.06. In addition, before accepting any investment of RCWD funds and annually thereafter, the supervising officer of a financial institution serving as a broker for the RCWD must submit a certification stating that the officer has reviewed the RCWD Investment and Depository Policy and incorporated statement of investment restrictions, as well as applicable state law, and that the financial institution will act in a manner consistent with the policy and law, that the supervising officer will promptly disclose any potential conflicts of interest or risk to public funds that might arise out of business transactions between the firm and the RCWD, and that the financial institution will undertake reasonable efforts to preclude imprudent transactions involving the RCWD funds. RCWD annually will provide the policy, as it may be amended, however RCWD’s failure to do so will not in any way alter or diminish the responsibility of the financial institution. The certification also will require the supervising officer to promptly disclose potential conflicts of interest or risk to public funds that might arise out of business transactions between the firm and RCWD. All financial institutions must agree to undertake reasonable efforts to preclude imprudent transactions involving RCWD funds.

10. Conflict of Interest

Each RCWD manager and staff member involved in the investment process is to refrain from personal business activity that could conflict with proper execution of the investment program or impair his/her ability to make impartial investment decisions.

11. Internal Controls and Reporting

Internal controls are designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Before the RCWD invests any surplus funds, competitive quotations will be obtained. If a specific maturity date is required, either for cash flow purposes or to conform to maturity guidelines, quotations will be requested for instruments that meet the maturity requirement. RCWD will accept the quotation that provides the highest rate of return within the maturity required and within the limits of this policy.

The RCWD administrator may invest funds for a maximum term of seven years. The RCWD administrator will request approval from the Board of Managers to authorize investment of funds for a term exceeding seven years.

The RCWD administrator will provide an investments report to the Board of Managers monthly. The report will include, but is not limited to, the amount invested, the maturity date(s), the institution with which invested or the investment type, and the interest rate. Investments will be audited and reported annually with the financial statement. The Board will review and amend the investment policy from time to time.

E. Purchasing Under Federal Grant Program. For purchases under a federal grant program, two written quotes are needed for purchases greater than the micro-purchase threshold. For quote procedures, multiple price or rate quotations must be obtained from an adequate number of qualified sources (two or more) for purchases greater than the micro-purchase threshold.

Sealed bids or competitive proposals must be obtained for purchases exceeding the simplified acquisition threshold (\$250,000 as of 12/4/18). (State statutes require sealed bids for contracts exceeding \$175,000 for the purchase or rental of supplies, materials or equipment, or the construction, alteration, repair or maintenance of real or personal property.)

For purchases under a federal grant program, a sole source purchase may be made if it meets one of the following criteria:

- Item or service under patent of copyright held by a single vendor, and item or service possesses or has a capability critical to use.
- Item or service possesses a unique function or capability critical in the use of the item or service, and is not available from another source.
- The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results.
- The purchase is for replacement parts needed for repair of existing equipment where compatibility with equipment from the original manufacturer is paramount.
- The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from the original manufacturer is paramount.
- The purchase is for technical services associated with the assembly, installation, or servicing of equipment of a highly technical or specialized nature.
- Additional item, service, or work required, but not known to have been needed when the original order was placed with vendor and it is not feasible or practicable to contract separately for the additional need.
- The purchase must match the existing piece or brand of equipment and is only available from one vendor.

Sole source purchases must still follow the purchase process required based on the amount being purchased.

In accordance with 2 C.F.R. §200.18(c)(1), the District maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts:

- No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value.

If an employee, officer or agent of the District is found to have violated a standard of conduct, disciplinary action could result as outlined in the Employee Handbook.

F. AUDIT GUIDANCE

1. Contingent liability from Anoka County Ditch 53-62 lawsuit settlements (adopted March 9, 2016).

On December 7, 2015, the Board of Managers, based on advice of its auditor and counsel, considered whether the District is obligated to, or as a matter of discretion should, reference in its annual financial report a contingent liability assumed in 2005 under the above settlements. The liability arises from an obligation to fund the cost of replacement wetland associated with the development of two identified properties under certain conditions. The Board determined that the likelihood of circumstances occurring that would cause the liability to materialize was sufficiently low as to allow the liability to be classified as remote, and therefore that the liability should not be referenced. By motion at the Board's March 9, 2016 meeting, it determined that annually in February, it would by formal vote consider whether relevant circumstances have changed such that the liability no longer is deemed remote. On the auditor's request, and in advance of the Board's consideration, the District administrator will ask that counsel, in its audit opinion letter, advise the auditor as to any matters that may be relevant to a change in characterizing the contingent liability.

No Third-Party Interest

This policy is adopted by the RCWD Board of Managers to guide internal financial management practices only, and creates no right or expectation in any third party. The Board may deviate from this policy when in its judgment deviation is warranted and may amend this policy from time to time.

Board of Managers December 12, 2022 Workshop Meeting

NOTICE pursuant to District Bylaws, Art. XIV, Section 1, of proposed amendment of Bylaws, to be considered at January 11, 2023 Board meeting.

V.4(e) Treasurer: The Treasurer shall have the care and custody of the funds and securities and shall disburse the funds of RCWD as may be ordered from time to time by the Board. The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to RCWD, and shall deposit all monies, securities and other valuable effects of the RCWD in the name and to the credit of the RCWD in such depositories as may be designated from time to time by the Board. Except to the extent that some other person or persons may be specifically authorized by the Board to do so, the Treasurer shall make, execute, and endorse all checks and other commercial paper on behalf of RCWD when requested by the Board and shall perform such other duties as may be prescribed by the Board. Checks may be executed before Board approval but the Treasurer shall oversee procedures to prevent premature disbursement.

RESOLUTION NO. 2023-01

**RICE CREEK WATERSHED DISTRICT
BOARD of MANAGERS**

**REVISING ACCOUNTING, FUNDS MANAGEMENT and INVESTMENT MANUAL and
AMENDING BYLAWS to PERMIT CHECKS to be SIGNED BEFORE BOARD APPROVES
DISBURSEMENT**

Manager _____ offered the following resolution and moved its adoption, seconded by Manager _____:

WHEREAS the Rice Creek Watershed District maintains a Financial and Accounting Manual (“Manual”) that specifies authorities and procedures to receive revenues, disburse payments, maintain accounts and manage District funds;

WHEREAS the District Board of Managers reviews the Manual from time to time, to ensure that actual and mandated procedures remain aligned and continue to conform to best practices;

WHEREAS the District administrator, in consultation with the District accountant and counsel, has prepared revisions to the Manual to achieve these goals, and to incorporate, as well, policies for District investment of funds to ensure that authorities to manage investments are clearly designated and that investments conform to legal requirements set forth at Minnesota Statutes chapter 118A;

WHEREAS at its December 12, 2022 workshop meeting, the Board reviewed the proposed Manual revisions and, with further limited changes, finds that the authorities and procedures as established in the revised Manual are sound and appropriate;

WHEREAS in the course of review, the District administrator noted that the present protocol for electronic processing of disbursements provides for the Board Treasurer to electronically sign checks and for those checks to be held for disbursement until Board approval, but that the District Bylaws, at Article V, Section 4, states that the Treasurer is to execute checks at the request of the Board;

WHEREAS in accordance with the Bylaws, on December 12, 2022 notice was given to all managers of a proposed amendment to allow for the Treasurer to sign checks electronically before Board approval of disbursement; and

WHEREAS on advice of the District accountant, the Board finds that it accords with the general practice of public agencies to electronically sign checks before disbursement approval, and that with procedures to prevent premature disbursement, such a practice is sound;

THEREFORE BE IT RESOLVED that the Board of Managers hereby adopts the revised Manual, renamed the “Accounting, Funds Management and Investment Manual,” as presented in the January 9, 2023 meeting packet and appended hereto;

BE IT FURTHER RESOLVED that the Board hereby amends the District Bylaws, Article V, Subsection 4(e), to read as follows:

Treasurer: The Treasurer shall have the care and custody of the funds and securities and shall disburse the funds of RCWD as may be ordered from time to time by the Board. The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to RCWD, and shall deposit all monies, securities and other valuable effects of the RCWD in the name and to the credit of the RCWD in such depositories as may be designated from time to time by the Board. Except to the extent that some other person or persons may be specifically authorized by the Board to do so, the Treasurer shall make, execute, and endorse all checks and other commercial paper on behalf of RCWD when requested by the Board and shall perform such other duties as may be prescribed by the Board. Checks may be executed before Board approval but the Treasurer shall oversee procedures to prevent premature disbursement.

The question was on the adoption of the Resolution and there were __ yeas and __ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
BRADLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WAGAMON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WALLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WEINANDT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution _____.

_____ Dated: January 11, 2023
 Marcia A. Weinandt, Secretary

* * * * *

I, Marcia A. Weinandt, Secretary of the Rice Creek Watershed District, do hereby certify that I have compared the above resolutions with the original thereof as the same appears of record and on file with the District and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 11th day of January 2023.

 Marcia A. Weinandt, Secretary

ITEMS REQUIRING BOARD ACTION

4. RCWD – Career Enhancement Options, Inc. Agreement
(Nick Tomczik)



MEMORANDUM
Rice Creek Watershed District

Date: January 4, 2023
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: RCWD – Career Enhancement Options, Inc. Agreement

Introduction

The District’s Career Enhancement Options, Inc. agreement requires additional aggregate spending authority.

Background

The District entered into agreement with Career Enhancement Options, Inc. for human resources policy and analysis in May 2022; for a two-year term. The District under the agreement worked with Career Enhancement Options, Inc to implement staff retention practices, staff training, and organizational development. Currently, the District is working to update its human resource manual. The agreement term remains open yet does not include 2023 budget amount of \$45,000. To continue work the agreement requires additional aggregate spending authority, in total, not to exceed \$70,000.

Staff Recommendation

Administrator recommends amendment to the agreement’s total spending authority not to exceed \$70,000.

Board Action

Proposed Motion: Motion by Manager _____ authorizing the administrator to amend the Career Enhancement Options, Inc. agreement for additional aggregate spending authority not to exceed \$70,000, seconded by Manager _____.

Attachment

- Executed Career Enhancement Options, Inc. Agreement

**AGREEMENT BETWEEN
RICE CREEK WATERSHED DISTRICT and
CAREER ENHANCEMENT OPTIONS, INC.**

This agreement is entered into by the Rice Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (RCWD), and Career Enhancement Options, Inc., a Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, RCWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will provide services in the realm of human resources policy and analysis, including but not limited to personnel policies and retention practices, wage and benefit trends, and organizational structure (the "Services"). The May 17, 2022 proposal attached as Exhibit A describes the scope of CONSULTANT's capacities and the Services, and is incorporated herein. Specific services will be as requested by the RCWD administrator, and confirmed by the parties, in writing. Authorized work by CONSULTANT will be compensated in accordance with paragraphs 5 and 6.

2. Independent Contractor

CONSULTANT is an independent contractor under this agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONSULTANT as the agent, representative or employee of RCWD in any manner. Personnel performing the Services on behalf of CONSULTANT will not be considered employees of RCWD and will not be entitled to any compensation, rights or benefits of any kind from RCWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of RCWD and pursuant to any conditions included in that consent. RCWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and due professional care. CONSULTANT will defend RCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such party harmless, and indemnify it, to the extent due to CONSULTANT's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty. For any claim subject to this paragraph by an employee of CONSULTANT, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

RCWD will compensate CONSULTANT for the Services on an hourly basis in the amount of \$145 per hour. CONSULTANT will submit invoices monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. RCWD will reimburse CONSULTANT for necessary automobile travel at the IRS mileage rate.

The total payment for the Services during the agreement term will not exceed \$25,000. Total payment means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

CONSULTANT will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized RCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force for two years from the effective date unless earlier terminated as set forth herein.

RCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; document-retention requirements; and obligations to cooperate in assignment of intellectual property will survive the completion of the Services and the term of this agreement.

7. No Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, RCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force Workers' compensation coverage in accordance with legal requirements applicable to CONSULTANT.

9. Compliance With Laws

CONSULTANT will comply with all applicable laws and requirements of federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized, are the property of RCWD. CONSULTANT hereby assigns and transfers to RCWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as RCWD may deem necessary to secure for RCWD or its assignee the rights herein assigned.

RCWD may immediately inspect, copy or take possession of any materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the materials except for any materials designated by RCWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with RCWD specifying terms.

11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform RCWD immediately and transmit a copy of the request. If the request is addressed to RCWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to RCWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with RCWD and its legal counsel before replying. Nothing in the preceding sentence

supersedes CONSULTANT's obligations under this agreement with respect to protection of RCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONSULTANT will manage all RCWD data in its possession in accordance with the DPA, and will not disclose and will hold in confidence any and all proprietary materials owned or possessed by RCWD and so denominated by RCWD. CONSULTANT will not use any such materials for any purpose other than performance of the Services without RCWD written consent. This restriction does not apply to materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from RCWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any CONSULTANT duty of care under this agreement does not extend to any party other than RCWD or to any use of the materials by RCWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

12. RCWD Property

All RCWD data furnished to or for the use of CONSULTANT will remain the property of RCWD and returned to RCWD at the conclusion of the performance of the Services, or sooner if requested by RCWD.

Any data supplied to CONSULTANT by RCWD or deriving from RCWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to materials provided to CONSULTANT by RCWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reasonable reliance on those materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To RCWD:

Nick Tomczik, Administrator
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE #611 Blaine, MN 55449
ntomczik@ricecreek.org

To CONSULTANT:

Ellen Hinrichs
Career Enhancement Options, Inc.
11501 Zion Road Bloomington, MN 55437
Ellen.Hinrichs@icloud.com

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. RCWD may amend this agreement only by action of the Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

CONSULTANT

By Ellen Hunch
Its President

Date: 5/24/22

Approved as to Form and Execution

RCWD Attorney

RICE CREEK WATERSHED DISTRICT

By _____
Its Administrator

Date: _____

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. RCWD may amend this agreement only by action of the Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

CONSULTANT

By _____
Its _____

Date: _____

Approved as to Form and Execution

RCWD Attorney

RICE CREEK WATERSHED DISTRICT

By 
Its Administrator

Date: 5/25/2022

Exhibit A
Career Enhancement Options, Inc.
Scope of Capacities

**Career Enhancement
Options, Inc. (CEO,
Inc.)**

CEO, Inc. has worked with a variety of individuals and organizations enhancing communication and leadership development to increase engagement, build customer satisfaction, and ensure results. CEO provides expertise on human resource policy and practices to attract, secure and align talent to achieve strategic objectives.

CEO's experience spans a diverse client base including: Allele, Cargill, CarVal, CenturyLink, Counties (Hennepin, Ramsey and Scott), General Mills, HSBC, Medtronic, Meritas Law, MNSCU, National Association of Realtors, US Bank, Schwab, TreeHouse, University of Minnesota, Urban Ventures, Watershed Districts (CLFLWD, PLSLWD and RPBCWD), Xcel Energy, and Ziegler.

Please contact us at:

612.272.4527

Ellen.Hinrichs@icloud.com

Ellen Hinrichs, M.A.

Enhancing Careers,

Enriching Lives

Proposal for Rice Creek Watershed District
Human Resource and Organizational Development Consulting

Date: May 17, 2022

To: Nick Tomczik, District Administrator

Project Scope:

Provide human resource and organization development consulting that will advance the mission of RCWD. Scope of projects, timeline and deliverables to be agreed upon by District Administrator and Consultant.

Deliverables:

These may be tangible or intangible relating to such things as job descriptions, performance reviews, exit interviews, salary reviews, organizational structure, leadership development, etc.

Consultant:

All work, including all contacts with employees of the District, will be conducted by Ellen Hinrichs, President of CEO, Inc. Similar project work has been done for PLSLWD and CLFLWD. Most work will be conducted remotely and all work will be handled with confidentiality.

Project Cost:

Consulting will be billed at \$145 per hour.

Invoicing:

RCWD will be invoiced monthly for the previous month's services.

ITEMS REQUIRING BOARD ACTION

5. US Sitework, Inc. Partial Pay Request #3 for Anoka County Ditch 53-62 Main Trunk Repair Project (Nick Tomczik)

MEMORANDUM
Rice Creek Watershed District



Date: January 4, 2023
To: RCWD Board of Managers
From: Ashlee Ricci, Public Drainage Inspector
Subject: Anoka County Ditch 53-62 US Sitework, Inc. Partial Pay Request #3

Introduction

The Board is being asked to consider approval of the third partial pay request from US Sitework, Inc. for the Anoka County Ditch (ACD) 53-62 Main Trunk Repair.

Background

US Sitework, Inc. has mobilized tree removal equipment and continued tree removal, begun excavating the access ramp, and placed bio-logs around the perimeter of the spoil pile in the stockpile location near Lexington Ave. All work has been certified by the District Engineer.

Partial payment #3 totals \$27,047.45. The Watershed Management Plan describes the development and purpose of the ACD 53-62 Water Management District (WMD). Per Board resolution 2021-19, costs of the repair are to be allocated between the WMD at 60 percent (\$16,228.47) and the District as a whole (ad valorem) at 40 percent (\$10,818.98).

Staff concurs with the District Engineer’s recommendation (attached) that the pay request is accurate and ready for approval. RCWD will hold a 5% retainage on this contract.

Staff Recommendation

District staff recommends that \$27,047.45 be issued to US Sitework, Inc. as detailed in Partial Payment #3.

Proposed Motion #1: Manager _____ moves to approve US Sitework, Inc.’s pay request #3 as submitted and certified by the District Engineer and directs staff to issue a payment in the amount of \$27,047.45, seconded by Manager _____.

Attachments: HEI Technical Memorandum (01-03-2023)
Partial Payment Documentation

Technical Memorandum

To: Nick Tomczik, RCWD
Ashlee Ricci, RCWD
From: Chris Otterness, PE
Subject: ACD 53-62 Main Trunk Repair Project Partial Payment #3
Date: January 3, 2023
Project: 5555-0255

The purpose of this memorandum is to recommend Partial Payment #3 to US SiteWork, Inc. for the ACD 53-62 Main Trunk Repair Project.

Project Update

In the last month, the contractor has mobilized tree removal equipment on site, begun excavating the access ramp, placed silt fence around the perimeter of the spoil pile and has continued clearing trees in the stockpile location adjacent to Lexington Avenue.

Payment Application Review

We have reviewed the materials submitted by US SiteWork, Inc.. We have verified the items for which payment have been requested have been completed, except for the total amount of trees cleared to date being changed from 1.5 acres of trees cleared to 0.75 acres. This number was confirmed with US SiteWork, Inc.

The following is a summary of payment:

Work Completed to Date:	\$ 57,592.50
Less 5% retainage:	\$ 2,879.63
<u>Less previous payments:</u>	<u>\$ 27,665.43</u>
Pay Request for this estimate:	\$ 27,047.45

A detailed summary of work completed and partial payment certification are attached.

Recommendation

We recommend authorization of Partial Payment #3 in the amount of \$27,047.45 to US SiteWork Inc. for work completed under this pay request.

ACD 53-62 Main Trunk Repair Project
 Partial Payment #3
 12/2/2022

Item Code	Item Description	Units	Unit Price	Contract		Completed to Date		% Completed
				Quantity	Extension	Quantity	Extension	
1	Mobilization	LS	\$58,280.00	1	\$58,280.00	0.6	\$34,968.00	60%
2	Traffic Control	LS	\$1,515.00	1	\$1,515.00	0.5	\$757.50	50%
3	Temporary and Permanent Removals	LS	\$1,650.00	1	\$1,650.00	1	\$1,650.00	100%
4	Tree Clearing (P)	Acre	\$14,300.00	6.6	\$94,380.00	0.75	\$10,725.00	11%
5	Excavation of Existing Channel (P)	Ln Ft	\$6.00	5850	\$35,100.00	0	\$0.00	0%
6	Spreading and Smoothing of Spoils (P)	Ln Ft	\$10.00	4150	\$41,500.00	0	\$0.00	0%
7	Excavation of Access Ramp (CV) (P)	Cu Yd	\$5.00	1400	\$7,000.00	1000	\$5,000.00	71%
8	Haul and Place in Disposal Area (LV) (P)	Cu Yd	\$18.00	2870	\$51,660.00	0	\$0.00	0%
9	Curb and Gutter, Design D	Ln Ft	\$65.00	60	\$3,900.00	32	\$2,080.00	53%
10	SWPPP Documentation & Reporting	LS	\$4,500.00	1	\$4,500.00	0.2	\$900.00	20%
11	Seeding and Mulch (P)	Acre	\$2,300.00	6.6	\$15,180.00	0	\$0.00	0%
12	Silt Fence, Type PA	Ln Ft	\$2.70	712	\$1,922.40	560	\$1,512.00	79%
13	Erosion Control Blanket Cat. 3	Sq Yd	\$1.20	4100	\$4,920.00	0	\$0.00	0%
14	Rock Construction Entrance	Ea	\$2,575.00	1	\$2,575.00	0	\$0.00	0%
15	Extend and Stabilize Stormwater Outfall	Ea	\$21,550.00	2	\$43,100.00	0	\$0.00	0%
16	Clay Borrow (P)	Cu Yd	\$90.00	12	\$1,080.00	0	\$0.00	0%
17	Topsoil (P)	Cu Yd	\$60.00	17	\$1,020.00	0	\$0.00	0%
18	Remove and Seal Stormwater Outfall	Ea	\$1,500.00	1	\$1,500.00	0	\$0.00	0%

TOTAL \$370,782.40 \$57,592.50

Retainage 5%	\$2,879.63
Previous Payments	\$27,665.43
TOTAL DUE	\$27,047.45

PARTIAL PAYMENT CERTIFICATION

OWNER: Rice Creek Watershed District
ENGINEER: Houston Engineering Inc.

PROJECT: ACD 53-62 Main Trunk Repair Project
CONTRACTOR: US SiteWork, Inc.

PARTIAL PAYMENT: #3
PERIOD OF ESTIMATE: 11/30/22 – 12/31/22

CONTRACT CHANGE ORDER SUMMARY		
No.	Deduction	Additions
001		\$ 2,898.90
002		\$15,438.00
Totals		
	Net Change to Contract	\$18,336.90

CONTRACT TIME:	
Original Days:	422
Revisions:	0
Days Remaining:	200
On Schedule (y/n):	Y
Starting Date:	May 26, 2022
Projected Completion:	July 22, 2023

ESTIMATE	
Original Contract Amount.....	\$ 370,782.40
Change Orders.....	\$ 18,336.90
Revised Contract Amount.....	\$ 389,119.30
Completed to Date Amount.....	\$ 57,592.50
Materials On-Site.....	\$ 0
Subtotal.....	\$ 57,592.50
Retainage.....	\$ 2,879.63
Previous Payments.....	\$ 27,665.43
Amount Due This Payment.....	\$ 27,047.45
(see attached breakdown)	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief, the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and for which payments were received from the Owner, and that current payment shown herein is now due.

RELEASE OF CLAIMS AND WAIVER OF LIEN: NOW THEREFORE, upon receipt of the above payment amount, the undersigned does hereby irrevocably releases and waives any and all claims for payment of any type for any work up through and including the date of this application, and irrevocably releases and waives all bond claims, construction liens, mechanic's liens, and/or other liens, or right to claim any against the above project or any part thereof.

Contractor: US SiteWork, Inc

By: 

Date: 1/4/2023

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Houston Engineering, Inc.

By: 

Date: 1/4/2023

OWNER'S APPROVAL

Owner: Rice Creek Watershed District

By: _____

Date: _____

ITEMS REQUIRING BOARD ACTION

6. City of Roseville – Ramsey County Ditch 4 (RCD 4) Basic Water Management Project Reimbursement #5 (Nick Tomczik)

MEMORANDUM
Rice Creek Watershed District



Date: December 20, 2022
To: RCWD Board of Managers
From: Kyle Axtell, Project Manager; Theresa Stasica, Office Manager
Subject: City of Roseville – Ramsey County Ditch 4 (RCD 4) Basic Water Management Project Reimbursement #5

Introduction

The District needs to approve transfer of the second half 2022 RCD 4 Water Management District (WMD) settlement from Ramsey County to the City of Roseville.

Background

The City of Roseville completed the project in 2021; converting the open ditch to pipe and transferring it to Roseville. The project agreement required RCWD payment of WMD collected charges to Roseville. RCWD recently received its second half 2022 RCD4 WMD settlement totaling \$29,237.82 from Ramsey County, \$11,971.98 in ROW charges received directly from MnDOT, and two permit WMD payoffs of \$7,435.97. These funds need to be transferred to the City of Roseville.

This payment will bring our WMD reimbursement for this project to \$359,430.83. Our ad valorem reimbursement has been fully paid to the City, leaving a total of \$90,569.17 in WMD funds remaining (yet to be collected).

Staff Recommendation

District staff recommends that \$48,645.77 in RCD 4 WMD funds be issued to the City of Roseville pursuant to the project agreement between the City and RCWD. Staff further recommends the Board authorize the District Administrator to approve payment of Ramsey County’s final 2022 RCD4 WMD funds to the City of Roseville pursuant to the project agreement between the City and RCWD. The disbursement will be received from Ramsey County at the end of January 2023.

Proposed Motion #1: moves to approve the RCD 4 WMD reimbursement to the City of Roseville and directs staff to issue a payment in the amount of \$48,645.77, seconded by Manager _____.

Proposed Motion #2: Manager _____ moves to authorize the District Administrator to approve payment of Ramsey County’s final 2022 RCD4 WMD funds to the City of Roseville pursuant to the project agreement between the City and RCWD upon receipt of disbursement from Ramsey County, seconded by Manager _____.

ITEMS REQUIRING BOARD ACTION

7. Educational Assistance - Kendra Sommerfeld (Nick Tomczik)



MEMORANDUM
Rice Creek Watershed District

Date: December 29, 2022
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: District Educational Assistance - Kendra Sommerfeld

Introduction

The Rice Creek Watershed District offers educational assistance for its employees. The administrator having reviewed and considered a request from Kendra Sommerfeld is forwarding, consistent with policy, the request to the Board for final approval.

Background

The District offers educational assistance to its employees; the details outlined in its Human Resource Manual section 5.7 Educational Assistance (attached).

Ms. Sommerfeld holds a University of Minnesota Bachelor of Science in Environmental Science, Policy, and Management. She is pursuing, online, a Master of Natural Resources Stewardship specializing in Natural Resource Management and Communications from accredited Colorado State University. Ms. Sommerfeld’s education and experience are fulfilling the District’s needs in the Communication and Outreach Coordinator position. This education effort is undertaken outside her employment work time with the District.

The Conservation Crisis Communications course is reasonably applicable to the District’s needs in advocating Board positions and developing responses to outside feedback. The District supports staff development consistent with other public and private entities; accordingly budgeting funds. Any reimbursement would require successful completion of the course; “c” or better.

Staff Recommendation

Administrator supports reimbursement of Conservation Crisis Communications course when Ms. Sommerfeld successfully completes the course with a “c” or better.

Board Action

Proposed Motion: Motion to approve reimbursement of Conservation Crisis Communications course at Colorado State University when Ms. Sommerfeld demonstrates successful completion of the course with a “c” or better, seconded by Manager _____.

Attachment

- RCWD Human Resource Manual Section 5.7 Educational Assistance
- Sommerfeld Educational Assistance Request Letter

Excerpt: RICE CREEK WATERSHED DISTRICT

EMPLOYEE HANDBOOK

ADOPTED MAY 12, 1999

REVISED & APPROVED 9/24/2008, 12/8/2021, 4/27/2022

5.7 Educational Assistance

All regular, full-time employees may be eligible for educational assistance after completing 120 days of employment.

To qualify, course must be taken from an accredited educational institution and the employee must receive a passing grade of “C” or better (when grades are assigned) or equivalent. The courses taken should relate to the employee’s present job, or provide additional training to help the employee prepare for a future position within the District.

To apply for educational assistance beyond that required by the District to maintain mandatory skill levels, the employee is to first discuss the proposed course with the District Administrator who will help determine whether reimbursement is applicable. The employee must then submit a written request prior to registering for the course. The District Administrator must approve the course and forward it to the Board of Managers for final approval.

Once the request is approved, the employee should register for the course and pay for the tuition and fees. To receive reimbursement, the employee must provide the District with tuition receipts and evidence of satisfactory course completion (C grade or better) within 60 days after the course is completed.

An annual limit per calendar year per employee is at the discretion of the District. Termination of employment, for any reason, prior to course completion, will make the employee ineligible for reimbursement.



December 30th, 2022

RE: Education Reimbursement Request

Dear Rice Creek Watershed District Board,

I'm requesting education reimbursement for a communications course I'll be taking spring semester of 2023. I've discussed this matter with District Admin, Nick Tomczik, and provided him with course materials to support my request. I'm aware this is a reimbursement and is based on a passing grade of "C" or better and that I provide the District with tuition receipts within 60 days of course completion, as stated in the Employee Policy Manual.

Currently, I have completed 15 credits of the 30 credits required within my graduate degree program with a 4.0 GPA. I'm a part-time student taking 5-6 credits per semester and conduct schoolwork outside of work on my own time. I've listed below details of the course I'm requesting reimbursement for.

College: Colorado State University

Program: Graduate Certificate in Communications for Conservation within the Master of Natural Resource Stewardship (M.N.R.S.) Degree

Course Name: Conservation Crisis Communications NR 573- Online

Cost/Credit: 2 credit course = \$1,542 total, \$771 per credit

Description (Full Course Description Attached): Graduate-level course. It's a part of a series of communications courses all related to communications in natural resources within my degree program.

How Course Relates to Position: I'll be furthering my skills in communication required for responding to "conservation and environmental crises". This means I'll learn how to respond accordingly to human and nature-caused environmental events such as pollution/hazardous situations or flooding events. I'll learn how to navigate and respond to the news, political pressures, the press, social media, and public affairs. It's important for government entities like RCWD to know how to respond accordingly to all interested parties such as political officials when these events occur. I'll also learn how to handle misinformation, false research, and negative social media/news stories and learn how proper public education can help prevent these situations.

Course Schedule: 3/21/2023-5/9/2023

Thank you,

Kendra Sommerfeld

Communications and Outreach Coordinator

ITEMS REQUIRING BOARD ACTION

8. Check Register Dated January 11, 2023, in the Amount of \$72,934.45

Rice Creek Watershed District
Check Register
December 28, 2022 - January 11, 2023
To Be Approved at the January 11, 2023 Board Meeting

Check #	Date	Payee	Description	Amount
24932	01/11/23	Allstream	Telecommuncations	\$1,241.41
24933	01/11/23	Awards By Hammond, Inc.	Manager Expense	92.75
24934	01/11/23	Barr Engineering	December Engineering Expense	13,164.50
24935	01/11/23	Comcast	Telecommunications	476.01
24936	01/11/23	Home Depot	Field Supplies	226.91
24937	01/11/23	Iron Mountain	Professional Services	140.00
24938	01/11/23	Metro Watershed Partners	Contracted Services	6,000.00
24939	01/11/23	U.S. Bank Equipment Finance, Inc.	Equipment Lease	249.98
24940	01/11/23	Washington Conservation District	Contracted Services	3,118.75
11305	01/11/23	Scott Butler	Surety Release - 21-011	1,000.00
Payroll	01/15/23	January 15th Payroll (estimate)	January 15th Payroll (estimate)	27,741.88
EFT	12/31/22	Wex Bank	Vehicle Fuel	271.62
EFT	01/11/23	Xcel Energy	Telecommunications	13.60
EFT	01/11/23	Xcel Energy	Telecommunications	14.61
EFT	01/15/23	Internal Revenue Service	01/15 Federal Withholding (estimate)	10,384.21
EFT	01/15/23	Minnesota Revenue	01/15 State Withholding (estimate)	1,832.00
EFT	01/15/23	Empower Retirement	01/15 Deferred Compensation	825.00
EFT	01/15/23	Empower Retirement	01/15 Roth IRA	185.00
EFT	01/15/23	PERA	01/15 PERA (estimate)	5,956.22
Total				<u><u>\$72,934.45</u></u>

ITEMS FOR DISCUSSION AND INFORMATION

1. District Engineers Update and Timeline



District Engineer - Monthly Project Report December 2022 Rice Creek Watershed District



Date Prepared:
Prepared by:

3-Jan-23
M. Sikkink & C. Otterness

Project Name	Task Order Manager	Estimated Budget	Cost to Date	Remaining Budget	Project Complete / Transfer Funds?	Estimated Progress Based on Work Completed	Percentage of Budget Utilized	Within Budget? (Y/N)	District Billed for Exceedence of Budget? (Y/N)	Initial Target Completion Date	Items of Interest / Concern
Anoka County Ditch 53-62 Main Trunk Repair Design and Construction	Chris Otterness	\$111,900	\$66,925	\$44,975	N	55.0%	59.8%	Y	N/A	31-Dec-22	Tree clearing and grading work continues.
Ramsey County Hydrologic and Legal Boundary Review	Chris Otterness	\$35,000	\$37,161	(\$2,161)	N	95.0%	106.2%	N	N	1-Jun-21	HEI has completed a draft political boundary for internal review
ACD 25 Historical Review and Technical Information for Public Drainage Proceedings	Chris Otterness	\$34,350	\$33,347	\$1,003	Y	100.0%	97.1%	Y	N/A	31-Dec-21	A public hearing was held on December 14, 2022, where the Board ordered the reestablishment of the public drainage system record
MS4Front Annual Subscription and Implementation Services	Brian Fischer	\$21,000	\$12,625	\$8,375	Y	60.0%	60.1%	Y	N/A	31-Dec-22	Additional implementation efforts have been completed by HEI at District staff request.
GIS and Ditch Records Maintenance	Brian Fischer	\$19,000	\$10,578	\$8,422	Y	100.0%	55.7%	Y	N/A	31-Dec-22	HEI completes updates to various GIS layers utilized in MS4Front and DrainagedB.
Water Quality Calculator Framework and MS4Front Integration	Joe Lewis	\$6,500	\$6,630	(\$130)	Y	100.0%	102.0%	Y	N	1-Jun-22	The water quality calculator has been implemented into MS4Front.
2022 Public Drainage Systems Level 2 and 3 Inspections	Chris Otterness	\$9,000	\$5,730	\$3,270	N	70.0%	63.7%	Y	N/A	30-Jun-22	Drone flights of several drainage systems and a field survey have been completed. As-built drawings are currently being prepared.
Climate Change and Floodplain Resiliency	Bret Zimmerman	\$79,852	\$41,766	\$38,087	N	50.0%	52.3%	Y	N/A	30-Jun-23	Mapping of future flood risk has been prepared for use in stakeholder and public engagement activities
Ramsey County Ditch 4 Repair Report	Chris Otterness	\$35,000	\$5,032	\$29,968	N	15.0%	14.4%	Y	N/A	1-Oct-22	HEI has completed a survey of a portion of the drainage system and begun developing a preliminary framework for a repair recommendation.
AWJD 3 Branches 1, 2, and 4 Engineering Design and Bidding	Chris Otterness	\$54,000	\$3,022	\$50,978	N	5.0%	5.6%	Y	N/A	31-Dec-22	A survey of the channel bottom is completed. Next step is development of construction plans and specifications.
ACD 10-22-32 Evaluation of Maintenance Alternatives	Chris Otterness	\$21,500	\$10,977	\$10,523	N	75.0%	51.1%	Y	N/A	31-Dec-22	A draft memorandum is being reviewed by District staff
Hansen Park FEMA LOMR Modeling Support	Chris Otterness	\$9,800	\$905	\$8,896	N	10.0%	9.2%	Y	N/A	31-Oct-22	HEI is beginning to prepare modeling products for use by the City of New Brighton in a FEMA submittal.
RCD 2, 3, & 5 Basic Water Management Project	Joe Lewis	\$167,500	\$29,412	\$138,088	N	20.0%	17.6%	Y	N/A	2-May-23	Survey of the South Hansen Park site is completed. Preliminary plans are under development
Centerville FEMA LOMR Modeling Support	Bret Zimmerman	\$16,900	\$1,939	\$14,962	N	10.0%	11.5%	Y	N/A	31-Jan-23	Project kickoff has been completed, along with planning for model development.
Centerville Lake WMD Alternative Assessment Methods	Chris Otterness	\$8,500	\$221	\$8,279	N	3.0%	2.6%	Y	N/A	28-Feb-23	HEI is beginning to review alternatives for allocating WMD charges for Centerville Lake internal loading reduction
2023 Stormwater Management Grant Program Application Review	Kate MacDonald	\$2,800	\$0	\$2,800	N	0.0%	0.0%	Y	N/A	31-Jan-23	SMG applications are beginning to be reviewed and will be presented to the Board in February
Comprehensive Wetland Protection and Management Plans Annual Reporting - 2022	Chris Otterness	\$17,000	\$44	\$16,956	N	0.0%	0.3%	Y	N/A	6-Feb-23	HEI is beginning to compile data for the RCWD's CWPMPs administered in 2022.

Values in red are either potential budget concerns or changes in schedule.

The "overage" for those projects shown as "over budget" is not billed to the District. The cost to date column reflects HEI's actual internal cost. Projects are considered within budget if ± 5%.



District Engineer Monthly Progress Report (Actual & Estimated Progress) Through December 2022

