



| MARCH | | | | | | |
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| APRIL | | | | | | |
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RCWD BOARD OF MANAGERS REGULAR MEETING AGENDA

Wednesday, March 8, 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/82297885186?pwd=Q0JOUVcwMk9taUFVaUFuL29vS01hZz09>

Meeting ID: 822 9788 5186

Passcode: 593644

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

Meeting ID: 822 9788 5186

Passcode: 593644

Agenda

CALL TO ORDER

ROLL CALL

SETTING OF THE AGENDA

APPROVAL OF MINUTES: FEBRUARY 22, 2023 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 |
|--------|------------------|----------|--|-----------------|
| 22-115 | MLH Holdings LLC | Blaine | Final Site Drainage Plan Wetland Alteration | CAPROC 10 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 February 28, 2023.

Water Quality Grant Program Cost Share Application (Molly Nelson)

| No. | Applicant | Location | Project Type | Eligible Cost | Pollutant Reductions | Funding Recommendation |
|--------|-----------------|-----------------|---------------------------------------|---------------|------------------------------------|----------------------------------|
| R23-01 | Ellen Donaldson | White Bear Lake | Shoreline Stabilization & Restoration | \$29,886 | Volume: 49% TSS: 99% TP: 92% | Not to exceed 50%; up to \$7,500 |
| R23-02 | Gary Delaney | White Bear Lake | Shoreline Stabilization & Restoration | \$28,300 | Volume: 50% TSS: 99% TP: 90% | Not to exceed 50%; up to \$7,500 |

It was moved by Manager _____ and seconded by Manager _____, to approve the Water Quality Grant consent agenda as outlined in the above table, in accordance with RCWD Staff's Recommendation based on established program guidelines, dated March 1, 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. Common Carp Program Update and Contracts (Matt Kocian)
2. Houston Engineering Inc. Task Order 2022-018, Karth Lake Level Rating Curves (Matt Kocian)
3. City of Centerville Minimal Control Measures 4 Joint Powers Agreement Amendment (Terrence Chastan-Davis)
4. Board Bylaws Amendment and Delegation of Disbursement Authority (Nick Tomczik)
5. Check Register Dated March 8, 2023, in the Amount of \$45,196.78 Prepared by Redpath and Company

ITEMS FOR DISCUSSION AND INFORMATION

1. Public Drainage System Inspectors 2022 Report and 2023 Forecasted Maintenance (Ashlee Ricci and Tom Schmidt)
2. Anoka County Ditch 53-62 Repair Update (Ashlee Ricci)
3. District Engineer Update and Timeline
4. Administrator Updates
5. Manager's Update

APPROVAL OF MINUTES: FEBRUARY 22, 2023 REGULAR MEETING

DRAFT

For Consideration of Approval at the March 8, 2023 Board Meeting.
Use these minutes only for reference until that time.

REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Wednesday, February 22, 2023

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 Michael Bradley called the meeting to order, a quorum being present, at 9:00 a.m.

ROLL CALL

Present: President Michael Bradley, 1st Vice-Pres. John Waller, 2nd Vice-Pres. Steve Wagamon,
Treasurer Marcie Weinandt

Absent: Secretary Jess Robertson, with prior notice

Staff Present: District Administrator Nick Tomczik, Permit Coordinator/Wetland Specialist Patrick Hughes
(video-conference), Lake and Stream Program Manager Matt Kocian, Public Drainage
Inspectors Ashlee Ricci (video-conference) and Tom Schmidt (video-conference), Lake
Monitoring Technician Catherine Nester (video-conference), and Office Manager Theresa
Stasica

Consultants: District Engineers Chris Otterness and Adam Nies (video-conference) from Houston
Engineering, Inc. (HEI); District Attorney Louis Smith from Smith Partners (video-conference)

Visitors: None

SETTING OF THE AGENDA

District Administrator Tomczik suggested that the Board include appointment of a Secretary Pro-Tem on
the agenda for today's meeting in the absence of Manager Robertson.

***Motion by Manager Weinandt, seconded by Manager Wagamon, to approve the agenda as revised.
Motion carried 4-0.***

SECRETARY PRO TEM

***Motion by Manager Bradley, seconded by Manager Waller, to appoint Manager Wagamon to serve as
Secretary Pro-Tem. Motion carried 4-0.***

READING OF THE MINUTES AND THEIR APPROVAL

Minutes of the February 6, 2023 Workshop. Motion by Manager Weinandt, seconded by Manager Waller, to approve the minutes as presented. Motion carried 3-0-1 (Manager Wagamon abstained).

Minutes of the February 8, 2023 Board of Managers Regular Meeting. Motion by Manager Weinandt, seconded by Manager Waller, to approve the minutes as presented. Motion carried 3-0-1 (Manager Wagamon abstained).

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 |
|--------|-------------------|------------|--|----------------|
| 22-114 | Connexus Energy | Lino Lakes | Final Site Drainage Plan Wetland Alteration | CAPROC 7 items |
| 23-002 | Renovation Church | Blaine | Final Site Drainage Plan | CAPROC 7 items |

Manager Wagamon asked about Permit No. 23-003 and while not directly related to the permit, noted that he has heard rumors that they are having issues with the gas station on the corner related to pollution.

Permit Coordinator/Wetland Specialist Hughes stated that he has not specifically heard anything related to that but would note that this site is in close proximity to the City of Blaine's water treatment plant. He explained that the City is more attentive to infiltration in the area and what may be allowed, but reiterated that he had not heard anything specific related to the gas station.

It was moved by Manager Wagamon and seconded by Manager Weinandt, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer's Findings and Recommendations, dated February 14, 2023. Motion carried 4-0.

OPEN MIC/PUBLIC COMMENT

None.

ITEMS REQUIRING BOARD ACTION**1. 2023 Stormwater Management Grant Program Applications**

Water Monitoring Technician Nester gave an overview of the 2023 Stormwater Management Grant Program applications, past meeting discussions and the public hearing held on February 8, 2023. She noted that in addition to staff, the Citizens Advisory Committee and Houston Engineering have reviewed and scored the applications.

Motion by Manager Weinandt, seconded by Manager Waller, to adopt Resolution 2023-03 Ordering 2023 Stormwater Management Grant Projects Pursuant to Minnesota Statutes §103b.251

THEREFORE, BE IT RESOLVED that pursuant to Minnesota Statutes §103B.251 and the WMP, each of the Projects is ordered; and,

BE IT FURTHER RESOLVED that the Board of Managers hereby authorizes the Administrator to execute each of the respective cost-share agreements between the Rice Creek Watershed District and the City of New Brighton and City of Birchwood Village, with any final non-material changes and on advice of counsel; and,

BE IT FINALLY RESOLVED that the limit of the District's contribution to each Project is as follows:

| | |
|---|-----------|
| City of New Brighton – Stormwater Grant 2023 | \$8,283 |
| City of Birchwood Village – Birchwood Village Wildwood Lift Station Replacement | \$100,000 |

ROLL CALL:

Manager Waller – Aye

Manager Weinandt – Aye

Manager Bradley – Aye

Manager Wagamon – Aye

Motion carried 4-0.

2. Ramsey County Lake Monitoring Services 2023

Lake & Stream Program Manager Kocian gave an overview of the proposed agreement with Ramsey County for Lake Monitoring Services for 2023. Staff recommends approval of the agreement and noted that the data collected by the County is very valuable.

Motion by Manager Waller, seconded by Manager Weinandt, to authorize the Administrator to enter into an agreement with Ramsey County for lake monitoring services in 2023 for an amount not to exceed \$24,461.35.

Manager Waller asked if the District staff handles 8-10 lakes in Ramsey County.

Lake and Stream Program Manager Kocian clarified that the District staff handles 8-10 lakes around the entire District.

Manager Waller noted that he likes the idea of long-term monitoring but noted that the lakes were not named within the contract and asked for details.

Lake and Stream Program Manager Kocian noted that the details and list of lakes could be found in Exhibit A. He stated that District staff mainly covers the handful of lakes that do not have large boat access and Ramsey County typically covers those that are accessible by larger boat.

Manager Waller asked how many lakes between citizens, staff, and the County, are covered within Ramsey County.

Lake and Stream Program Manager Kocian stated that he would estimate the number to be between 7-10, but noted that that he could get a more precise number following the meeting.

District Administrator Tomczik stated that it may be good to explain why some of the lakes are listed twice on Exhibit A.

Lake and Stream Program Manager Kocian explained that some of the lakes are mentioned more than once because of some of the larger lakes, there are multiple monitoring locations around the lake.

Manager Waller asked about streams and ditches in Ramsey County.

Lake and Stream Program Manager Kocian confirmed that there are multiple lakes and streams around the County where they collect water quality data and flow data as well.

President Bradley suggested that Lake and Stream Program Manager Kocian come to a future workshop and provide an overview of the District's monitoring program for the Board.

Motion carried 4-0.

3. Houston Engineering Inc. (HEI) Task Order Annual MS4 Front Subscription

District Administrator Tomczik reviewed the annual subscription for the MS4 Front software and noted that this had been included in the approved 2023 budget.

President Bradley explained that procedurally, moving forward, he would prefer that the Board ask questions of the presenter on items prior to a motion being made.

Motion by Manager Weinandt, seconded by Manager Wagamon, to approve and authorize District Administrator to sign HEI Task Order 2023-02 MS4Front Annual Subscription and Implementation Services. Motion carried 4-0.

4. HEI Task Order GIS & Ditch Records Maintenance Drainage Database Subscription

District Administrator Tomczik explained that this item is annual renew for 'Drainage DB' database software and maintenance and management of GIS records. He noted that this was also included in the 2023 budget.

Motion by Manager Weinandt, seconded by Manager Wagamon, to approve and authorize Administrator to sign HEI Task Order 2023-01 GIS and Ditch Records Maintenance; Drainage Database Annual Subscription. Motion carried 4-0.

5. Annual Contracted Services Agreements

Public Drainage Inspector Ricci stated the proposed contracted service agreements are for both public drainage and District facilities. She noted that the agreement is updated every year and can be modified on the advice of legal counsel. She explained that with the rescission of Resolution 2009-04 at the February 8, 2023 meeting, the authority of the District Administrator to sign these work orders is removed, so staff is asking for the Board's concurrence on these agreements and also to delegate the authority to issue additional work orders to the District Administrator up to \$10,000.

Manager Waller asked if there was a cap on how many of these can be approved at \$10,000 per time.

Public Drainage Inspector Ricci explained that there is a basic number that they typically plan on doing, but there is not a specific, set number and noted that the contemplated work will be discussed as part of the drainage maintenance update at the March workshop meeting as well. She noted that there are other unknown maintenance and issues that can pop up, such as beaver dams or obstructions from trees falling. She stated that under the current contracted services agreement, there is not a limit on the number of work orders.

Manager Waller asked about expediency and stated that he believed that most of the items were not things that needed to be done immediately and could be brought to the Board for authorization.

Public Drainage Inspector Ricci stated that, in general, there are a number of maintenance projects that are not time sensitive, however, there are some that are time sensitive. She stated that staff is asking to be able to have efficient access in order to address those issues.

Manager Waller asked how many of those instances there are in a year.

Public Drainage Inspector Ricci stated that she does not have the exact numbers in front of her but would say typically there have been several.

Manager Waller asked if 'several' meant 3 or 4.

Public Drainage Inspector Ricci clarified that she would say that there are typically more than just 3 or 4.

Manager Waller asked if the primary issue was that sometimes there is too much time between Board meetings to address these types of issues.

Public Drainage Inspector Ricci confirmed that this was correct.

District Attorney Smith stated that to follow up on the question regarding the limit of spending under these task orders. He explained that the number of task orders is not known, but there is a budget line item for these activities, so if this was delegated to the District Administrator, it would not be able to exceed the approved budget without further Board action.

Manager Waller explained that he felt that these types of things coming before the Board were important because then they know what is going on and, in the past, the Board would not have seen something like this because it was being managed in another fashion. He suggested that the Board may want to consider changing their meeting schedule to meet on the 2nd, 3rd, and 4th week of the month in order to allow staff to present these items to the Board more frequently.

Manager Wagamon asked if all of the recent agenda items could have been covered under Resolution 2009-04 that was rescinded at the last meeting.

District Administrator Tomczik stated that was correct and reminded the Board that Resolution 2009-04 covered items that were \$10,000 for his approval and \$30,000 for Board President approval.

Motion by Manager Bradley, seconded by Manager Weinandt, to concur in the attached contracted services agreement form for public drainage system and District facilities maintenance, subject to modification on advice of counsel, and to authorize the District administrator to execute individual work orders under these agreements in an amount not to exceed \$10,000 per work order and subject to the maintenance program budgets.

Manager Waller explained that he would vote against this motion and noted that he feels that rescinding Resolution 2009-04 prevents the transformation of the budget to move from a planning document to an authority to spend document. He stated that this motion does not have a cap on how many times it can be done, so there isn't necessarily 'good control' as to what goes on. He reiterated that when these things come before the Board it is easier to see what is happening within the District. He stated that it appears as though the Board's schedule does not provide staff with the flexibility they need and suggested that perhaps the workshop meeting become a regular Board meeting in order to conduct business.

Manager Wagamon stated that he feels Resolution 2009-04 that was rescinded at the previous Board meeting was something that is customary and followed in the business world. He stated that he thinks that any business would operate in that fashion and to have staff come before the Board and spend time preparing for the meetings to report on things that should be done as an

ordinary and customary way of operating a business is ridiculous. He stated that he is hopeful that the Board will fix at its upcoming workshop something that he feels should not have been undone.

President Bradley stated that the Board wanted staff to be able to respond quickly and efficiently in order to maintain drainage in the District and he feels that they are hampering that opportunity by not giving staff that authority.

Motion carried 3-1 (Manager Waller).

6. Construction Materials Purchase for Judicial Ditch 2

Public Drainage Inspector Ricci gave a brief overview of the purchase of construction materials for JD2 west of Highway 61 near Branch 4. She noted that during a routine inspection it was found that the 60" pipe was in need of repair.

Motion by Manager Weinandt seconded by Manager Waller, to approve payment of Invoice #644551 for construction materials and directs staff to issue a payment in the amount of \$13,000.00. Motion carried 4-0.

7. Check Register Dated February 22, 2023, in the Amount of \$218,731.04 Prepared by Redpath and Company

District Administrator Tomczik noted that an e-mail was sent to the managers regarding the one-time credit card use detail that had been requested. He explained that the materials are available for review by the Treasurer and noted that in that process invoices and other support materials may be reviewed.

Motion by Manager Wagamon, seconded by Manager Weinandt, to approve check register dated February 22, 2023, in the Amount of \$218,731.04, as prepared by Redpath and Company.

Manager Waller thanked District Administrator Tomczik for sending the credit card information and noted that it was much more detailed than other things the Board sees without having to ask for all the invoices. He stated that he found some of the items very interesting such as the screws for license plates and the storage for MobiTrac. He noted that he thinks the MobiTrac needs to have additional discussion by the Board at another time. He reiterated that he feels that this has provided information that the Board would not normally get from the regular routine with just the check register.

District Administrator Tomczik clarified that the MobiTrac is in the garage and because of its trailer length, it was moved to a storage site in order to allow for more vehicles in the garage. He explained that this is due to the vandalism and theft that they have had in the past within the parking lot. He explained that a canoe and a boat are also stored off-site.

Manager Waller clarified that he was not complaining about the spending, but felt that the MobiTrac situation needed to be dealt with.

Motion carried 4-0.

ITEMS FOR DISCUSSION AND INFORMATION

1. HEI Annual Public Drainage System (PDS) Prioritization Presentation

District Engineers Otterness gave a brief presentation regarding PDS prioritization. He reviewed the current PDS maintenance/repair flow chart; differences between minor maintenance and a major repair; typical repair process; prioritization considerations; a recap of the previous years' prioritization list; recommendations for future repair projects; and a summary of the status of the Public Drainage Systems and branches of the system with regard to completed activities.

District Engineer Nies reviewed details from the individual PDS projects the District is working on, including ACD 53-62 MT; JD3; long term repair planning throughout the District; and the prioritized projects such as RCD 4; ACD 53-62 MT; ARJD 1; and RWJD 1.

District Administrator Tomczik noted that the inclusion of the watershed based funding for Highway 61 ponds and the stream condition downstream of JD 3 is a good thing for the District to be planning ahead for. He stated that looking at solutions in those areas in conjunction with the ditch projects is the beginning step in the Board's budgeting cycle.

District Engineer Otterness answered Board questions about the PDS projects and prioritization.

Following discussion, there was consensus by the Board to agree to the current proposed PDS prioritization schedule.

2. Staff Reports

Manager Weinandt stated that she loves seeing the staff reports and explained that it is her way of finding out what is happening in the District.

3. March Calendar

4. Administrator Updates

District Administrator Tomczik attended the Minnesota Watersheds legislative session where the by-laws and name change were approved. He stated that there were a number of updates from the agencies and noted that he took note of the DNR and the flood hazard mitigation requests. He stated that if proposed funding is approved, the DNR has made known that they will fund 11 projects, of which 10 are already underway. He noted that the District office is looking at additional office cubicles based on the approved organization chart and noted that he had budgeted for this expense in 2022. He explained that the City-County Partner meeting is scheduled for April

319 12, 2023 at the New Brighton Community Center from 1:00-3:00 p.m. and noted that it is intended
320 to be an in-person meeting.
321

322 District Administrator Tomczik stated that he wanted to reply to a few things that were brought up
323 during the meeting and explained that the Board is able to take action at any of its meetings
324 regardless of whether it is a workshop or not. He stated that the level of effort between a
325 workshop and a Board meeting is different and one that should be recognized in decision making.
326 He noted that he wanted to be transparent and let the Board know that he does have requests for
327 actions with the District's consultants and gave the example of addressing the Drainage Work Group
328 or ACD 10-22-32. He stated that his understanding of the Administrator position is that he is to
329 use discretion, good judgement, to engage the consultants and move through the District's work.
330 He stated that he works to inform the Board during the Administrator Updates and, as noted by
331 Manager Weinandt, the staff reports can also be used to communicate what is happening in the
332 District. He stated that regarding the MobiTrac there was a pause in its use, yet it may pick up
333 again, but agreed that having a discussion about its use, maintenance and storage would be valuable
334 to the District.
335

336 **5. Managers Update**

337 Manager Waller attended the Minnesota Watersheds conference and gave a brief overview of some
338 of the reports and items that were discussed.
339

340 Manager Weinandt expressed her appreciation to District staff for the website update. She also
341 thanked Manager Wagamon for reviewing the financials in her absence.
342

343 Manager Wagamon stated that he attended the legal ditch seminar that was held in Alexandria.
344 He noted that he had also gone to the State Capitol last Thursday and was able to speak to a few
345 individuals.
346

347 President Bradley stated that he will plan to work with District Administrator Tomczik on a short
348 presentation for the senators.
349

350 **ADJOURNMENT**

351 ***Motion by Manager Wagamon, seconded by Manager Bradley, to adjourn the meeting at 10:59 a.m.***
352 ***Motion carried 4-0.***
353

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 |
|--------|------------------|----------|--|-----------------|
| 22-115 | MLH Holdings LLC | Blaine | Final Site Drainage Plan Wetland Alteration | CAPROC 10 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 February 28, 2023.

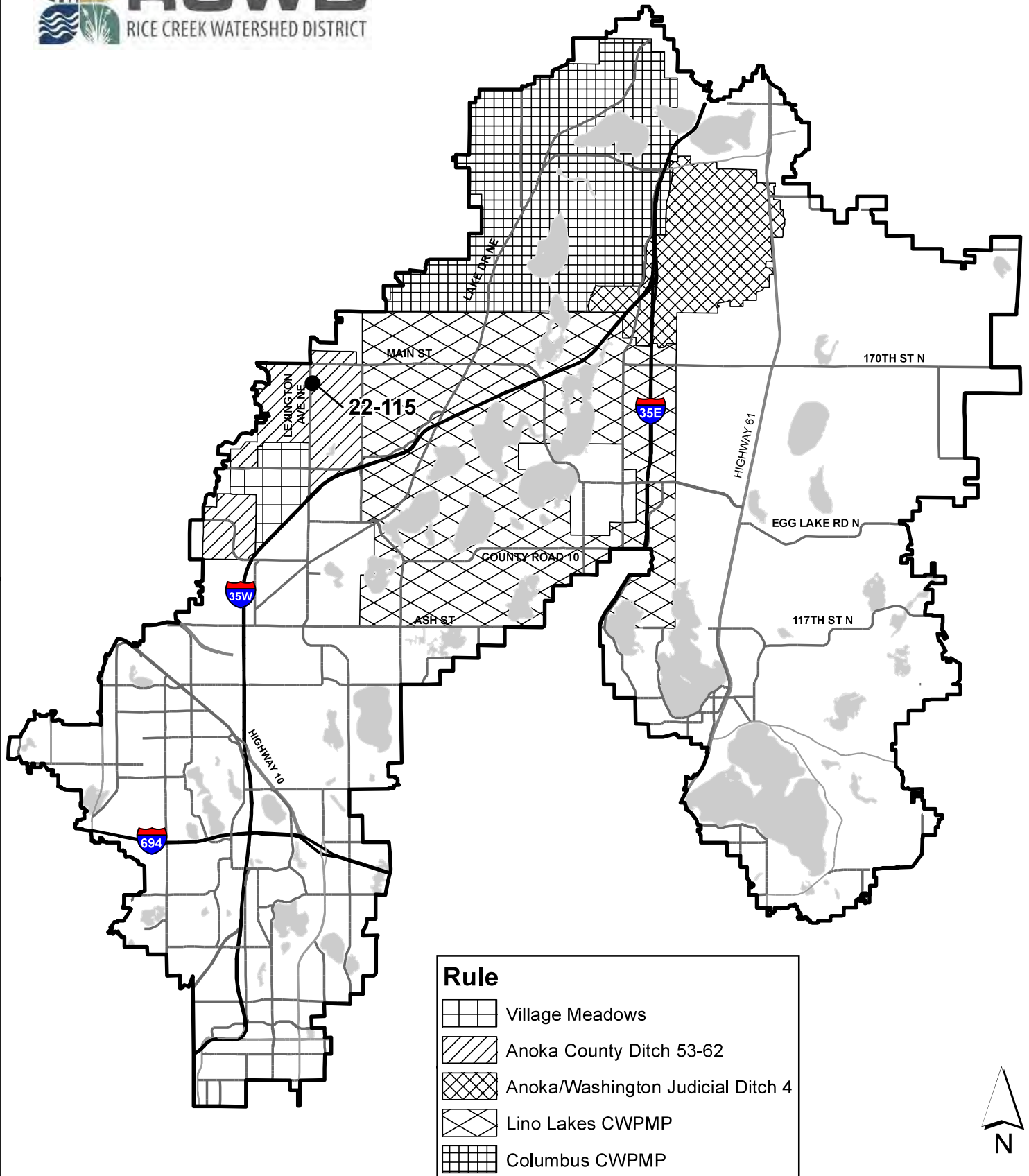
**RICE CREEK WATERSHED DISTRICT
CONSENT AGENDA**

March 8, 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 February 28, 2023.

TABLE OF CONTENTS

| Permit Application <u>Number</u> | <u>Applicant</u> | Page | Recommendation |
|---|-------------------------|-------------|-----------------------|
| Permit Location Map | | 6 | |
| 22-115 | MLH Holdings, LLC | 7 | CAPROC |





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:

22-115

Permit Application Name:

Tommy's Express Carwash

Applicant/Landowner:

MLH Holdings LLC
Attn: Matt Herbst
2775 125th Ave NE
Blaine, MN 55449
Ph: 763-786-9040
matt@centralsandblast.com

Permit Contact:

Christianson Companies
Attn: Tanner Brandt
4609 33rd Ave S, Suite 400
Fargo, ND 58104
Ph: 701-499-3936
tanner@christiansoncompanies.com

DRG Team
Attn: Chris Mack
Ph: 701-499-3877
cm@drgteam.com

Kjolhaug Environmental
Attn: Melissa Barrett
2500 Shadywood Rd Suite 130
Orono, MN 55331
Ph: 952-388-3752
melissa@kjolhaugenv.com

Project Name: Tommy's Express Carwash

Purpose: FSD – Final Site Drainage, WA – Wetland Alteration; Construction of a car wash.

Site Size: 2.35 ± acre parcel / 1.65 ± acres of disturbed area; existing and proposed impervious areas are 0.05 ± acres and 0.77 ± acres, respectively.

Location: Corner of Lexington & 122nd Ave NE, Blaine, MN

T-R-S: NW ¼, Section 12, T31N, R23W

District Rule: C, D, F & Anoka County Ditch 53-62

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. Submit hydraulic calculation to show that all water will drain to the bio-filtration basin in the 100-year event (i.e. flow will not bypass over the curb to the wetland), or upsize the storm sewer as necessary.

Rule D – Erosion and Sediment Control

2. 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).

Rule F – Wetland Alteration

- 3. Applicant must provide shape file of wetland boundaries; a condition of approval of the type and boundary delineation.
- 4. 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
- 5. The applicant must provide proof of BWSR debiting wetland bank for the correct amount and type of wetland credit.

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. Ensure the following are on the final plans
 - Ensure datum is labeled
 - Ensure that drain tile layout for the biofiltration basin is shown
 - Ensure HWL is labeled
- 7. 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).
- 8. 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.
- 9. 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.
- 10. The applicant must submit a cash surety of \$3,700 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 1.63 acres of disturbance, and \$2,200 for 4,439CF 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. Provide an as-built survey of wetland boundaries, quantifying the wetland impact area for verification of compliance with the approved plans.
- 3. Installation of permanent, freestanding markers at development side edge of buffer, wetland or otherwise, with a design and text approved by District staff in writing and in compliance with the approved plans.

Exhibits:

- 1. Revised Plan set containing 10 sheets dated 2-8-2023 and received 2-8-2023.

2. Permit application, dated 12-27-2022 and received 12-27-2022.
3. Stormwater Calculations, dated 12-8-2022 and received 12-8-2022, containing narrative, soil borings, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
4. Revised Stormwater Calculations, dated 2-8-2023 and received 2-8-2023, containing narrative, soil borings, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
5. Consultant response to TEP comments, dated and received 01-27-2023.
6. City response to TEP comments, dated and received 01-27-2023.
7. TEP comments, dated 1-27-2023.
8. WCA comments dated 1-03-2023 and received 1-03-2023
9. Wetland Permit Application dated 12-22-2022 and received 12-22-2022.
10. Permit file 14-061 and review file 22-267R.

Findings:

1. Description – The project proposes to construct a carwash on a 2.35± acre parcel located in Blaine, MN. This lot was previously part of a 137± acre Parkside North parcel, which was approved for mass grading (including floodplain and wetland impacts) under Permit 14-061 but requires additional permitting for the addition of impervious area. The project will increase the impervious area from 0.05± acres to 0.77± acres and disturb 1.65 ± acres overall. The northern portion of the site drains to a proposed biofiltration basin, and then north towards 122nd Ave which drains to ACD 53-62 Branch 1 and ultimately Golden Lake, the Resource of Concern. The southern portion of the site drains to an existing wetland onsite and discharges to ACD 53-62 Branch 1 and ultimately Golden Lake, 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 BMP as described below for the project:

| Proposed BMP Description | Location | Pretreatment | Volume provided | EOF |
|--------------------------|----------------------------|-------------------------|-------------------------------------|-------|
| Biofiltration Basin | Northeastern property line | Sump in Catch Basin 102 | 5,236 ± cubic feet below the outlet | 903.1 |

Soils on site are primarily poorly graded sands (HSG A) soils. Due to a nearby well, the City of Blaine will not allow infiltration on site. Thus, infiltration is not considered feasible and bio-filtration is acceptable to meet the water quality requirement. Per Rule C.6(c)(1), the Water Quality requirement is 1.69-inches over the new/reconstructed area (0.72± acres) for a total requirement of 4,439± cubic feet.

Adequate pre-treatment has been provided. Drawdown is expected within 48-hours using an appropriate rate of 0.8 inches per hour. 12-inches of sand has been provided above the drain tile. 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(c).

| Point of Discharge | 2-year (cfs) | | 10-year (cfs) | | 100-year (cfs) | |
|-------------------------------------|--------------|----------|---------------|----------|----------------|----------|
| | Existing | Proposed | Existing | Proposed | Existing | Proposed |
| North towards 122 nd Ave | 0.1 | 0.1 | 0.1 | 0.3 | 0.2 | 1.8 |
| South towards Wetland | 0.1 | 0.0 | 0.2 | 0.0 | 3.1 | 1.1 |
| Totals | 0.2 | 0.1 | 0.3 | 0.3 | 3.3 | 2.9 |

The project is not located within the Flood Management Zone. The increase in flow north to 122nd Ave is not expected to cause adverse impacts downstream as, flow from the site was designed to flow north under permit 14-061. The applicant has complied with the rate control requirements of Rule C.7.

The applicant is decreasing volume to the wetland and therefore complied with the bounce and inundation period of Rule C.8. The applicant has complied with the freeboard requirements of Rule C.9(g).

3. Wetlands –Wetlands were delineated under review file 22-267R. A boundary decision was issued on 11-28-2022 and remains valid. The project area is located within the Anoka County Ditch 53-62 CWPMP boundary and is subject to Wetland Management Corridor (WMC) requirements per C.10(d). There is no preliminary WMC on or adjacent to the site and thus the buffer and easement requirements of F.6 do not apply.

A replacement plan application was submitted to the District for proposed wetland impacts on 12-22-2022. The proposed project will impact 0.1237 acres of wetland. The application was noticed to the TEP on 01-03-2023 and the comment period closed on 01-26-2023. The TEP commented on the zoning requirements identified in the application, referencing the previously approved replacement for the site which graded the property for development. Both the consultant and the City of Blaine provided a response to comments clarifying the property zoning, setback requirements, and complications in reducing footprint with retaining wall. The property will be zoned B-2 Community Commercial, which has many setback requirements, but notably parking and driveways must be 30 feet from the front yard property line. This results in the developed area being shifted south, resulting in impact to the wetland.

The applicant has provided an alternatives analysis, including discussion of impact avoidance, minimization and mitigation. Applicant has provided a no-build and no-impact alternatives. The applicant has reasonably avoided and minimized wetland impacts to the extent possible. In addition, the application included a MnRAM analysis for the impacted wetland. The MnRAM determined that Wetland 1 is severely degraded. With the wetland being outside of the WMC, the replacement ratio is therefore 1:1. The applicant has addressed all comments and the TEP concurs that WCA sequencing is met, specifically noting the low-quality wetland, minimization, city zoning requirements, and replacement of the impact with credits within the watershed.

Impact/Mitigation Table

| Wetland Name (Location) | Impact Amount | Replacement Ratio | Required |
|-------------------------|--------------------------------------|-------------------|--------------|
| Wetland 1 | 5,390 ft ² (0.1237 acres) | 1:1 | 0.1237 acres |

Wetland replacement will occur via wetland bank account #1722, in the amount of 0.1237 acres. The wetland bank is within the contributing drainage area of the CWPMP consistent with Rule F.6(d)(5). The applicant must provide the final BWSR withdrawal transaction form and demonstrate final withdrawal from the BWSR Bank.

4. Floodplain – The site is not in a regulatory floodplain.

5. Erosion Control – Proposed erosion control methods include silt fence, rock construction entrances, and inlet protection. The project disturbs more than 1 acre; an NPDES permit is required. The SWPPP is located on plan sheet C10. 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). Golden Lake is an impaired waters, but more than 1 mile downstream.
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 – This site was originally part of mass grading project 14-061.

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



02/28/2023

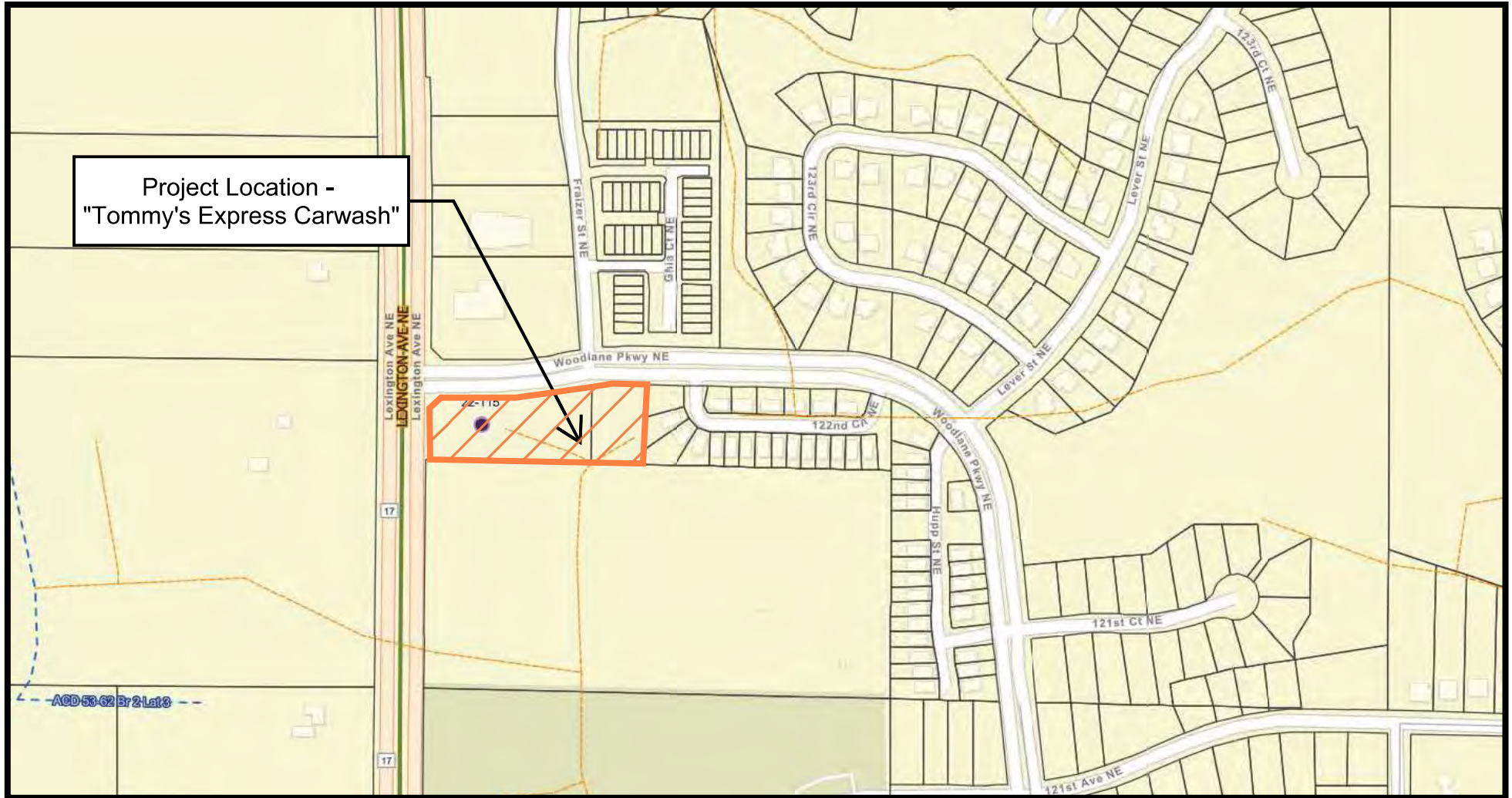
Belle Reeve, EIT

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.



02/28/2023

Katherine MacDonald, MN Reg. No 44590



Legend

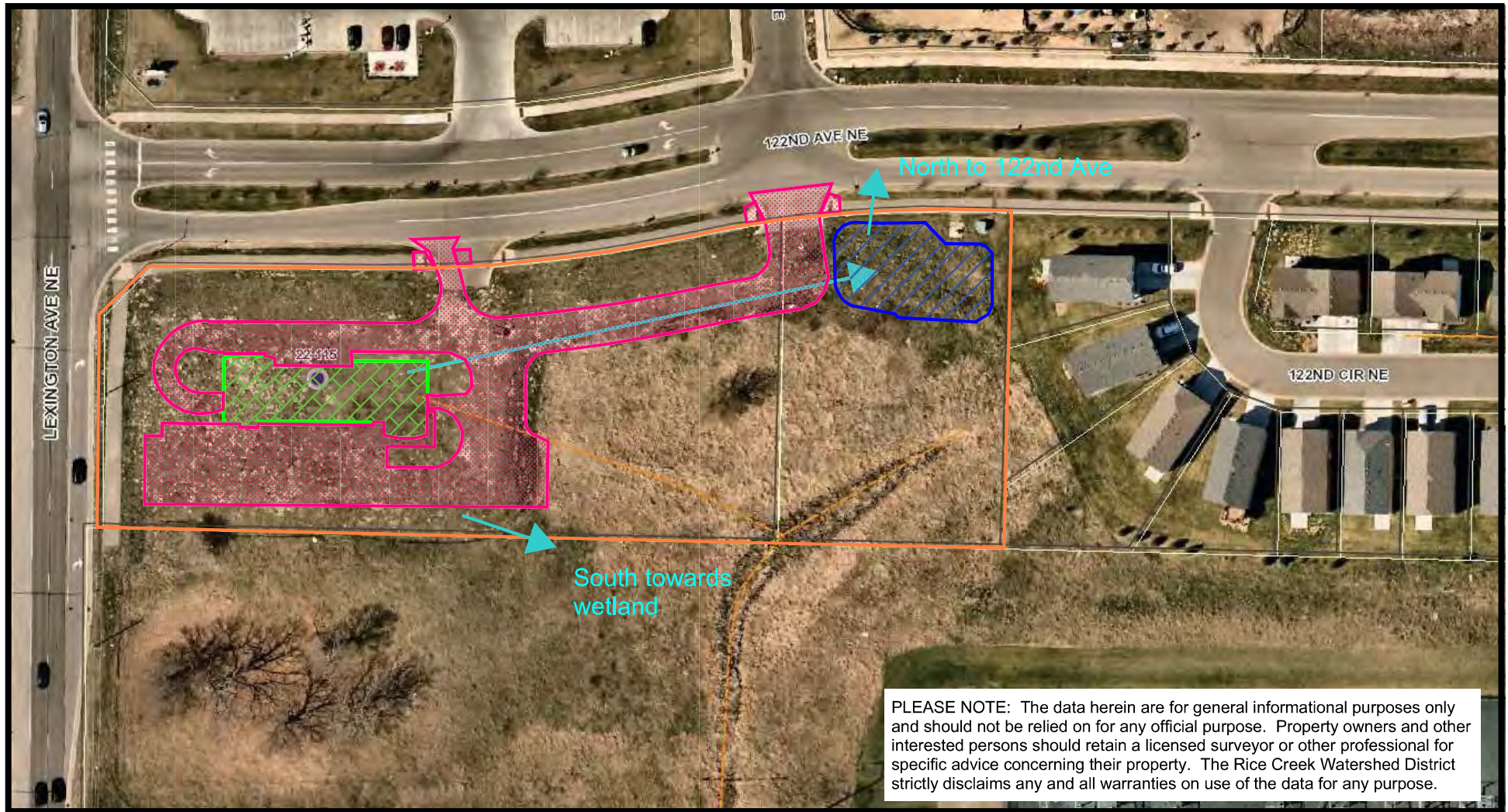
----- Public Ditch - Open Channel









Project Location

----- Private Ditch





Legend

- | | | | | | |
|---|-------------------|--|---------------------|---|----------------|
|  | Proposed Building |  | Proposed Pavement |  | Private Ditch |
|  | Project Location |  | Biofiltration Basin |  | Drainage Arrow |



Water Quality Grant Program Cost Share Application (Molly Nelson)

| No. | Applicant | Location | Project Type | Eligible Cost | Pollutant Reductions | Funding Recommendation |
|--------|-----------------|-----------------|---------------------------------------|---------------|------------------------------------|----------------------------------|
| R23-01 | Ellen Donaldson | White Bear Lake | Shoreline Stabilization & Restoration | \$29,886 | Volume: 49% TSS: 99% TP: 92% | Not to exceed 50%; up to \$7,500 |
| R23-02 | Gary Delaney | White Bear Lake | Shoreline Stabilization & Restoration | \$28,300 | Volume: 50% TSS: 99% TP: 90% | Not to exceed 50%; up to \$7,500 |

It was moved by Manager _____ and seconded by Manager _____, to approve the Water Quality Grant consent agenda as outlined in the above table, in accordance with RCWD Staff's Recommendation based on established program guidelines, dated March 1, 2023.

MEMORANDUM

Rice Creek Watershed District

Date: March 1, 2023
To: RCWD Board of Managers
From: Molly Nelson, Watershed Technician/ Water Resources
Subject: Specialist R23-01 Donaldson Shoreline Stabilization & Restoration
RCWD Water Quality Grant Program Application

Introduction

R23-01 Donaldson Shoreline Stabilization & Restoration

- Applicant: Ellen Donaldson
- Location: 5301 Bald Eagle Blvd W, White Bear Lake
- Project Type: Shoreline Stabilization & Restoration
- Total Eligible Project Cost: \$29,886.00
- RCWD Grant Recommendation: \$7,500.00 (50%)

Background

This application proposes a shoreline stabilization and restoration project on approximately 92 linear feet of eroding shoreline along the south-west side of Bald Eagle Lake, located off of Bald Eagle Lake Blvd W in White Bear Lake. The shoreline consists of bare soil and erosion of sediment into the lake and scored a value of 18 on the Water Quality Grant Program screening form.

The Ramsey County Parks & Recreation- Soil & Water Division (RCSWCD) created a design for the project and provided recommendations that have been included in the design. RCWD staff is comfortable with the design presented in this application. The project would stabilize the shoreline and filter runoff before it discharges to Bald Eagle Lake. The estimated pollutant reductions for the proposed project are a 49% reduction in volume (2,344 cu-ft/yr), 99% reduction in TSS (4,181.58 pounds/year) and a 92% reduction in TP (1.96 pounds/year).

The project as proposed would involve stabilizing the shoreline with rip rap and re-grading the area above the rip rap and adding a native plant buffer in the re-graded area. The total catchment area for the project is 2,975 Square feet.

The applicant obtained two separate bids for stabilizing rip rap and lake buffer plantings totaling the overall project cost of \$29,886.00.

- Cold Stone Shoreline & Retaining Walls, INC. for shoreline rip rap: \$23,400.00.
- Natural Landscape Minnesota, INC. for lake buffer planting: \$6,486.00.

The District is confident of the value of this bid, which is similar to RCSWCD's total cost estimate of \$29,890.50 and less than the cost of similar-sized shoreline projects seen in other areas of the District.

The project application was discussed at the CAC meeting on March 2nd. The CAC was supportive of the project and recommended it as presented. Motion carried 9-0.

MEMORANDUM
Rice Creek Watershed District



Staff Recommendation

RCWD's Citizen Advisory Committee and Staff recommend that the RCWD Board of Managers approve Water Quality Grant funds for R23-01 Donaldson Shoreline Stabilization & Restoration.

Proposed Motion

It was moved by Manager_____and seconded by Manager_____to approve the Water Quality Grant Contract R23-01 of \$7,500.00 not to exceed 50% or up to \$7,500.00 of eligible project expenses as outlined in the consent agenda and in accordance with the RCWD Staff's recommendation and established program guidelines.

Ramsey County Soil & Water Conservation Division



To: RCWD Advisory Committee

From: Brian Olsen : Environmental Resource Specialist

Date: 20-February-2022

Re: Donaldson Cost Share Application

Project:

5301 Bald Eagle Blvd W.
White Bear Lake, MN 55110
Shoreline Stabilization & Restoration

Material & Labor Estimate: \$29,886

Cost Share Request: \$7,500.00

Background:

The proposed shoreline stabilization and restoration is located at a residential property on Bald Eagle Lake. Currently, the shoreline is a steel incline from the road down to the water edge. The current state of the shoreline includes bare soil after removal of invasive species and sediment eroding into the lake. There is also a very large undercutting cut face to the bank right at the water line that is actively eroding. This shoreline is susceptible to larger erosion in the future, and lacks any natural lake edge function or habitat.

The proposed project is to add rip rap rock as necessary to properly stabilize the shoreline and to prevent further erosion. There will be minor re-grading above the rip rap and installation of an erosion control blanket on all the planting areas. Native plants will be used to retain soil and filter run off from the road and landscape of the property. The project will stabilize the shoreline, create a buffer planting to stop sediment eroding into the lake, and filter the stormwater runoff from the property. This project is happening in partnership with the neighboring property to stabilize the shoreline across both properties simultaneously.

Total catchment area treated by the proposed project is 2,975 square feet (0.068 acres). It is 42% impervious and includes road and landscape. Once established, this shoreline will reduce the erosion of the shoreline, as well as filter runoff from the site and a portion of the neighbor's before it enters Bald Eagle Lake. It also will provide pollinator habitat and create a healthy and functioning lake edge environment.

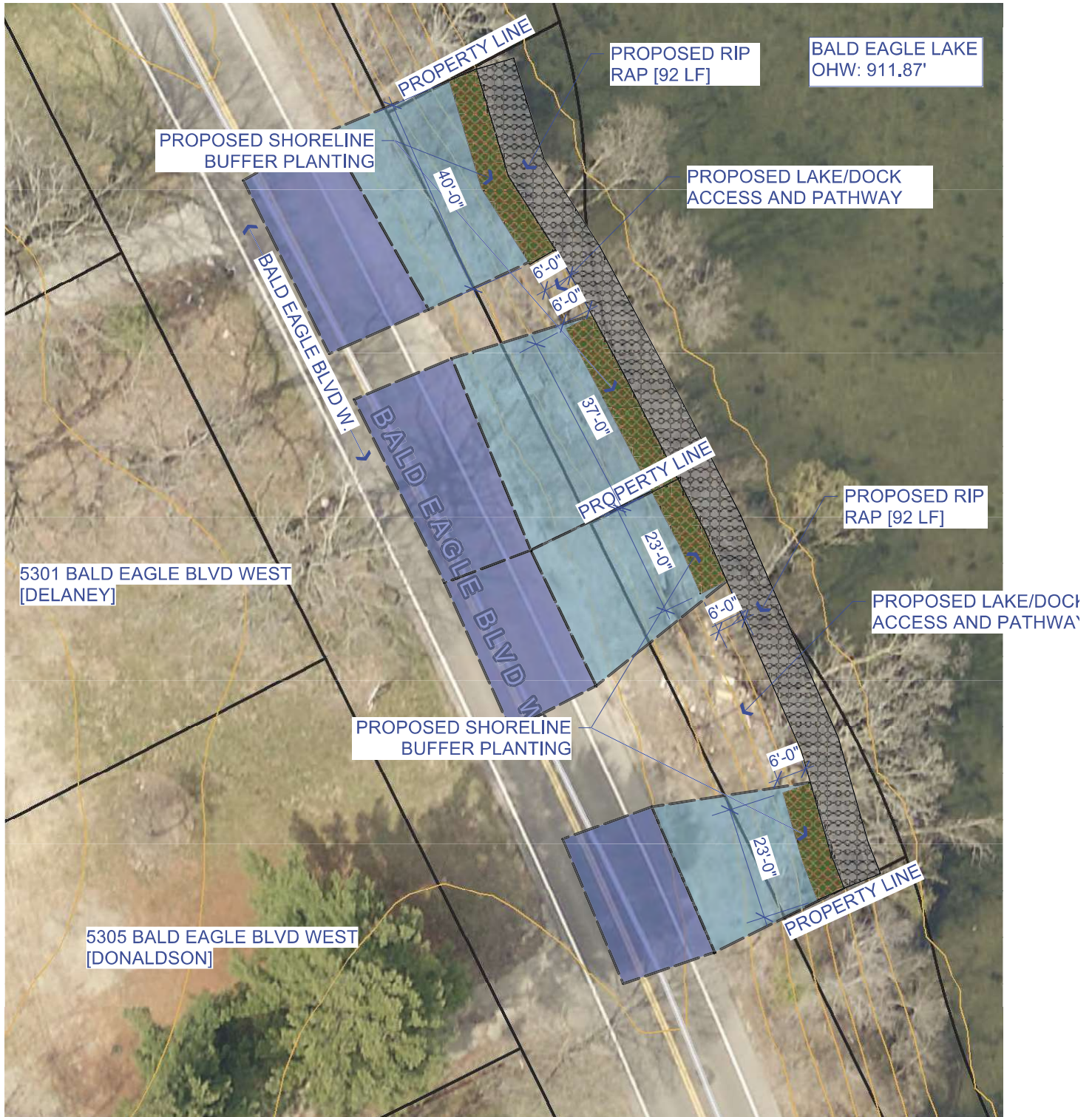
Recommendation:

It is my recommendation that this project be awarded cost share in the amount of \$7,500.00 or 50% of the eligible project costs, whichever is less.

Pollution Reductions:

| | <i>Before</i> | <i>After</i> | <i>Reduction</i> | <i>Red. %</i> |
|-------------------|----------------------|---------------------|-------------------------|----------------------|
| Volume (cu-ft/yr) | 4,815 | 2,471 | 2,344 | 49% |
| TSS (lbs/yr) | 4,232.60 | 51.02 | 4,181.58 | 99% |
| TP (lbs/yr) | 2,139 | 0.179 | 1.960 | 92% |

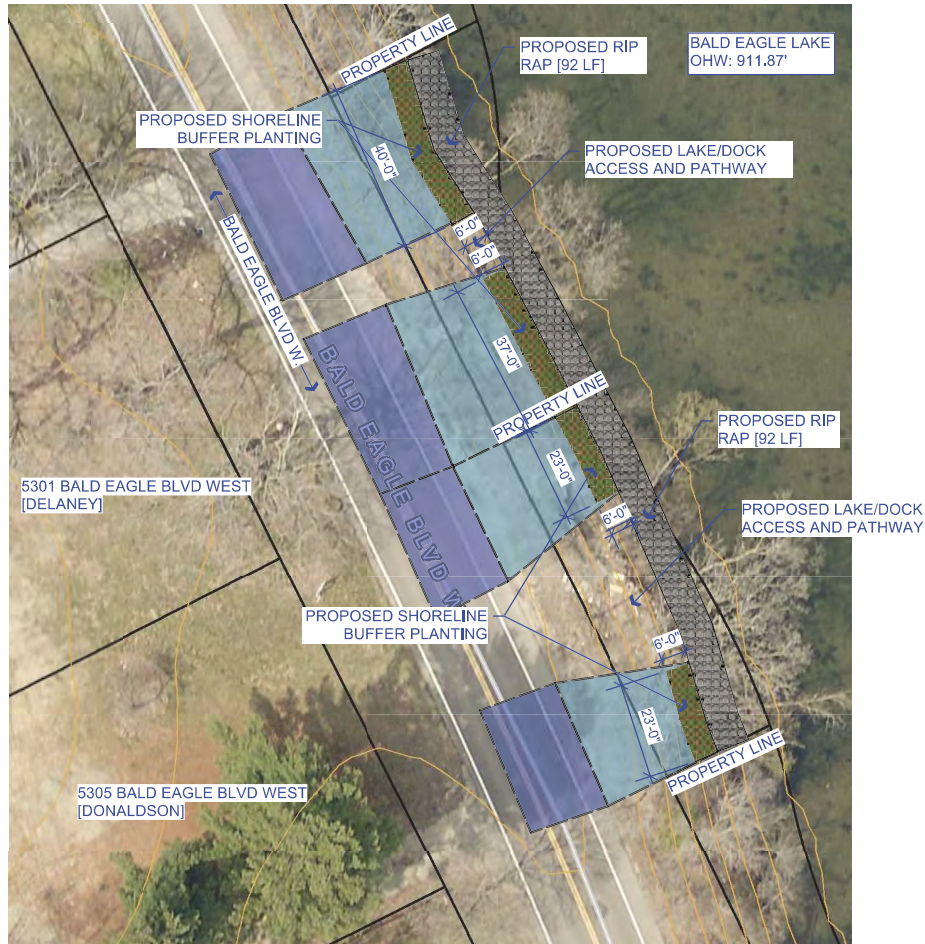
EXHIBIT A: Site Drainage





**DONALDSON & DELANEY
RESIDENCES**

**SHORELINE STABILIZATION &
NATIVE BUFFER PLANTING**



NOTES:

1. INSTALL PERIMETER CONTROL ON WATER SIDE OF PROJECT PRIOR TO ANY SOIL DISTURBANCE. SILT FENCE OR EQUIVALENT EROSION CONTROL [95 LF PER SITE]
2. REMOVE EXISTING VEGETATION WITHIN PROJECT AREAS, [-276 SF DONALDSON] [-475 SF DELANEY]
3. PRESERVE ALL EXISTING TREES UNLESS OTHERWISE DIRECTED BY LANDOWNER.
4. NO CONSTRUCTION MATERIALS TO BE STORED UNDER TREE CANOPIES.
5. RE-GRADE SHORELINE SLOPE TO 2H:1V SLOPE MAX ALONG ENTIRE SITE.
6. INSTALL RIP RAP ALONG SHORELINE PER DNR SPECIFICATIONS, [92 LF PER SITE] RIP RAP SIZE 6-24" NATURAL FIELDSTONE BOULDERS, [INSTALL LAYER OF 1.5" AGNULAR FILTER ROCK BELOW BOULDERS - DO NOT USE LANDSCAPE FABRIC] [SEE DETAIL ON SHEET L400]
7. INSTALL JUTE/NATURAL NETTING EROSION CONTROL BLANKET OVER ENTIRE PLANTING AREA [-276 SF DONALDSON] [-475 SF DELANEY]. PLANT WITH NATIVE SPECIES [SEE SUGGESTED SPECIES PLAN ON SHEET L200] [CONTRACTOR PROVIDED SPECIES LIST AND PLAN ATTACHED AT END OF THIS DOCUMENT SET FOR DONALDSON PROPERTY]
8. INSTALL HERBIVORE EXCLUSION FENCE SURROUNDING PLANTINGS, TO REMAIN IN PLACE FOR ONE FULL GROWING SEASON. [OPTIONAL]
9. CONTRACTOR TO RESTORE ANY DAMAGE TO AREAS OUTSIDE OF PROJECT AREA AFTER COMPLETION OF INSTALLATION. SEED TURF/LOW-GROW FESCUE SPECIES.
10. LANDSCAPE AREAS OUTSIDE OF RESTORATION PROJECT AND DOCK ACCESS POINTS TO BE DETERMINED BY LANDOWNER AND CONTRACTOR AND BIDDED SEPARATELY.

LEGEND:

| | | | |
|--|---------------------|--|-----------------|
| | HARDSCAPE WATERSHED | | RIp RAP |
| | LANDSCAPE WATERSHED | | BUFFER PLANTING |



RAMSEY COUNTY SWCD
1425 PAUL KIRKWOOD DR
ARDEN HILLS, MN 55112
651-266-7280
www.ramseycounty.us

PROJECT: DONALDSON/DELANEY

LOCATION:
5301-5305 BALD EAGLE BLVD W.
WHITE BEAR TOWNSHIP, MN 55110

WATERSHED DISTRICT:
RICE CREEK WATERSHED DISTRICT



DESIGNER: BTO

DATE: 2/16/2023

REVISION:

REVISION:

REVISION:

REVISION:

CHECKED BY:

TAA:

NOTES:

- CONTACT GOPHER STATE ONE CALL TO CONFIRM UTILITY LOCATIONS
- CONTRACTOR TO STAKE OUT OHW LINE PRIOR TO BEGINNING WORK
- INSTALL SEDIMENT CONTROL DEVICES PRIOR TO SOIL DISTURBANCE
- VERIFY ANY BID ALTERNATES OR ONSITE CHANGES WITH SWCD STAFF PRIOR TO INSTALLATION
- ORIGINAL SHEET SIZE: 11"x17"

SCALE: 1"=30'-0"



SITE PLAN

L100

SUGESTED SPECIES LIST FOR NATIVE BUFFER PLANTING

| Grasses/Sedges/Groundcovers | |
|--------------------------------|--------------------|
| Latin Name | Common Name |
| <i>Carex brevior</i> | Plains Oval Sedge |
| <i>Carex eburnea</i> | Ivory Sedge |
| <i>Carex pennsylvanica</i> | Pennsylvania Sedge |
| <i>Juncus effusus</i> | Common Rush |
| <i>Juncus tenuis</i> | Path Rush |
| <i>Schizachyrium scoparium</i> | Little Bluestem |
| <i>Sporobolus heterolepis</i> | Prairie Dropseed |

| Forbs | |
|----------------------------------|------------------------|
| Latin Name | Common Name |
| <i>Achillea millefolium</i> | Common Yarrow |
| <i>Agastache foeniculum</i> | Anise Hyssop |
| <i>Amorpha canescens</i> | Leadplant |
| <i>Echinacea purpurea</i> | Pale Purple Coneflower |
| <i>Geum triflorum</i> | Prairie Smoke |
| <i>Liatris pycnostachya</i> | Prairie Blazing Star |
| <i>Lobelia cardinalis</i> | Cardinal Flower |
| <i>Lupinus perennis</i> | Wild Blue Lupine |
| <i>Ratibida pinnata</i> | Yellow Coneflower |
| <i>Rudbeckia fulgida</i> | Orange Coneflower |
| <i>Rudbeckia hirta</i> | Black-Eyed Susan |
| <i>Symphyotrichum laeve</i> | Smooth Blue Aster |
| <i>Tradescantia occidentalis</i> | Spiderwort |
| <i>Tradescantia ohiensis</i> | Ohio Spiderwort |
| <i>Zizia aurea</i> | Golden Alexanders |

| Shrubs | |
|---|--------------------------|
| Latin Name | Common Name |
| <i>Aronia melanocarpa</i> var. <i>elata</i> | Glossy black chokeberry |
| <i>Amelanchier alnifolia</i> | Regent Serviceberry® |
| <i>Viburnum trilobum</i> | American cranberrybush |
| <i>Sambucus pubens</i> | Red berried elder |
| <i>Cornus alternifolia</i> | Pagoda Dogwood |
| <i>Symphoricarpos albus</i> | Snowberry |
| <i>Viburnum lentago</i> | Nannyberry |
| <i>Cephalanthus occidentalis</i> | Buttonbush |
| <i>Cornus sericea</i> 'Isanti' | Isanti Red Osier Dogwood |
| <i>Physocarpus opulifolius</i> | Ninebark |
| <i>Rhus aromatica</i> 'Gro-Low' | Gro-Low Sumac |
| <i>Viburnum dentatum</i> | Arrowwood Viburnum |

PLANTING NOTES:
1. SPECIES LIST PROVIDED IS SUGGESTED. CONTRACTOR TO SOURCE PLANTS FROM LIST AND PROVIDE FINAL LIST AND SIZING PRIOR TO PURCHASE AND INSTALLATION.

2. RECOMMENDED TO SELECT LOW SPECIES DIVERSITY AND PLANT IN GROUPS FOR EASY IDENTIFICATION & MAINTENANCE.

3. SUGGESTED SPECIES SIZE - 3.5" POTS OR LARGER FOR PERENNIALS, #2 CONTAINERS OR LARGER FOR SHRUBS.

4. DONALDSON PROPERTY HAS EXISTING PLANTING PLAN PROVIDED AT END OF THIS PLAN SET BY CONTRATOR TO BE USED AT 5301 BALD EAGLE BLVD W.



RAMSEY COUNTY SWCD
1425 PAUL KIRKWOOD DR
ARDEN HILLS, MN 55112
651-266-7280
www.ramseycounty.us

PROJECT: DONALDSON/DELANEY

LOCATION:
5303-5305 BALD EAGLE BLVD W.
WHITE BEAR TOWNSHIP, MN 55110

WATERSHED DISTRICT:
RICE CREEK WATERSHED DISTRICT



DESIGNER: BTO
DATE: 2/16/2023
REVISION:
REVISION:
REVISION:
CHECKED BY:
TAA:

NOTES:
-CALL GOPHER ONE TO MARK UTILITIES BEFORE DIGGING
-PLANT PERENNIALS 18" O.C.
[SEE PLANT SCHEDULE]
[PLANT LOCATION MAY VARY]
-PLANT SUBSTITUTIONS MUST BE APPROVED BY RCD STAFF
-ORIGINAL SHEET SIZE: 11"x17"

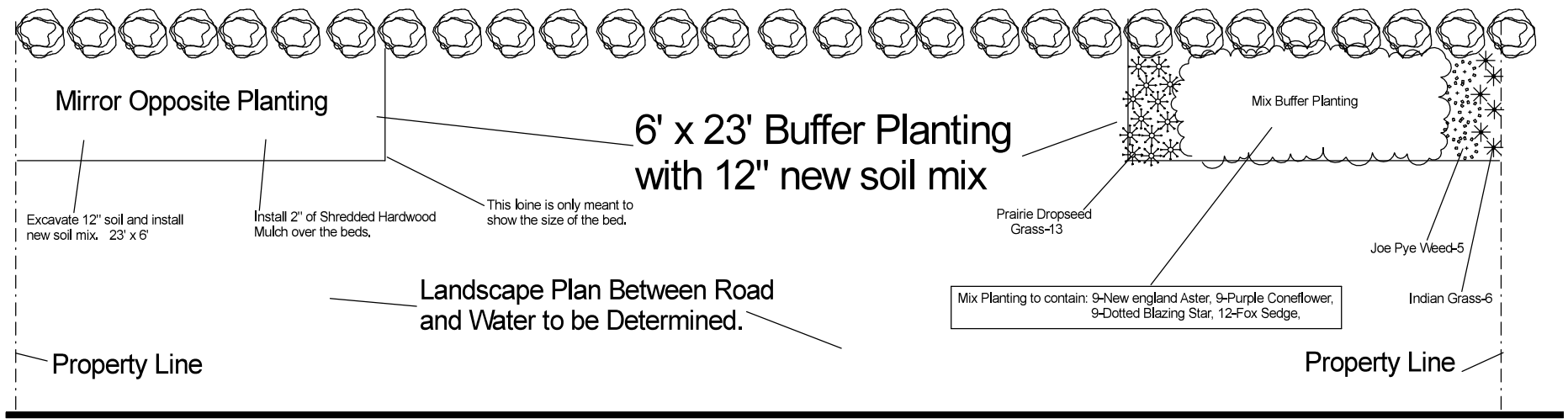
SCALE: NA

SUGGESTED PLANTING

L200

Bald Eagle Lake

New Rip Rapped Shoreline



West Bald Eagle Boulevard

Revision #: One

Date: 2/13/2023

Scale:

1" = 10'

Landscape Plan: Concept Lake Buffer Planting Landscape Design by: Jim Hanson

Donaldson Residence

Natural Landscape Minnesota, Inc. 31

ALL ITEMS AS SPECIFIED BELOW ARE FOR REFERENCE USE ONLY

Ellen Donaldson
5301 Bald Eagle Blvd W.
White Bear Lake, MN 55110
BMP Type: Shoreline Stabilization and Restoration
Number of BMPs: 1

County: Ramsey
Date: 16-Feb-23

MATERIALS

| Item | Qty | Unit | Unit Cost | Amount |
|--|--------|-------|-------------|--------------|
| Aggregate: Fieldstone Boulder (6"-24") | 72.00 | TON | \$ 235.00 | \$ 16,920.00 |
| Aggregate: Clear Rock- 1-1/2" | 22.00 | TON | \$ 200.00 | \$ 4,400.00 |
| EC Blanket: CM4000, Bio D Mat 60, Cocomat 600, or equal (6.5' x 165') | 276.00 | SQ-FT | \$ 3.75 | \$ 1,035.00 |
| Netting Pegs- 6" (bio-stakes) | 1.00 | BOX | \$ 150.00 | \$ 150.00 |
| Sediment Control - Floating Silt Curtain or approved equivalent | 95.00 | LN-FT | \$ 6.50 | \$ 617.50 |
| Native Plant: 3.5" Plug or equal | 94.00 | EACH | \$ 9.50 | \$ 893.00 |
| Site Restoration (repair any turf damage to landscape outside project area) | 1.00 | JOB | \$ 550.00 | \$ 550.00 |
| Mobilization | 1.00 | JOB | \$ 1,600.00 | \$ 1,600.00 |
| Site Prep (removal of existing vegetation - water safe herbicide application if necessary) | 1.00 | JOB | \$ 1,200.00 | \$ 1,200.00 |
| Deliveries | 4.00 | EACH | \$ 225.00 | \$ 900.00 |
| Grading (shoreline shaping) | 5.00 | HRS | \$ 280.00 | \$ 1,400.00 |
| Disposal / Soil Haul-away (material from clearing vegetation and minor grading) | 5.00 | CY | \$ 45.00 | \$ 225.00 |
| Subtotal | | | | \$ 29,890.50 |

ADD/DEDUCT BID ITEMS (AS NECESSARY)

| | | |
|----------|------|------|
| 1] | \$ - | \$ - |
| 2] | \$ - | \$ - |
| 3] | \$ - | \$ - |
| 4] | \$ - | \$ - |
| 5] | \$ - | \$ - |
| 6] | \$ - | \$ - |
| Subtotal | | \$ - |

PROJECT TOTAL

| | |
|-------------------------------|--------------|
| Project Estimate | \$ 29,890.50 |
| : -10% | \$ 26,901.45 |
| : +10% | \$ 32,879.55 |
| Estimated WD/WMO Grant Award: | \$7,500.00 |
| Potential Grant Award Total: | \$7,500.00 |
| Estimated Landowner Cost: | \$22,390.50 |

*Additional Funds Available through Bald Eagle Lake Association

Soil & Water Conservation Division
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
www.ramseycounty.us

SHORELINE ESTIMATE

Date: 1/31/23

To: Ellen Donaldson
5301 West Bald Eagle Blvd
White Bear Township, MN 55110

| <u>DESCRIPTION</u> | <u>UNITS</u> | <u>TOTAL</u> |
|--|--------------|--------------|
| <i>NOT ACCOUNTING FOR RAMSEY COUNTY COST SHARE</i> | | |
| Shoreline riprap 6-24" random fieldstone 92 lf | | \$23,400 |

The figure above represents labor and material to install riprrap to a height of approximately 3.5' / top vertical shelf present along the lakehore. Stone will be placed in accordance with MN DNR rules and regulations pertaining to slope, encroachment and other items detailed in the "No Permit" riprrap section of their website.

I have specked a 6-24" fieldstone, which is more than likely what Brain will recommend. It sounds like the planting will be done by others. If you have any questions or require any changes to the proposal to more accurately represent the design Brian Olson provides please let me know.
Thank you,

Ben Andreski
Cold Stone Shorelines & Retaining Walls Inc.
(651) 330-8783

23110 St Croix Trail
Scandia, MN 55073
CELL (651) 330-8783
OFFICE (651) 433-4333

PROPOSAL

NATURAL LANDSCAPE MINNESOTA, INC.

PO BOX 2186
INVER GROVE HEIGHTS, MN 55076
651-453-9101 FAX: 651-453-9102

TO:

Ellen Donaldson
5301 W. Bald Eagle Boulevard
White Bear Lake, MN.

DATE:

2/13/23

Installation of lake buffer planting including:

- 1) Define exact bed placement with clients. A minimum 46' x 6' wide of the total 92' of lakeshore property will be planted as buffer.
- 2) Excavate 12" of the existing soil and install 12" of topsoil mix. All soil to stay on site if possible (across the street).
If too much debris is in the excavated soil, it will be hauled away.
- 3) Install 2" of shredded hardwood mulch over the planting beds.
- 4) Install the following plant material including: 12-#1 Indian Grass, 10-#1 Joe Pye Weed, 24, #1 Prairie Dropseed Grass, 12-#1 Fox Sedge, 18-#1 New England Aster, 9-#1 Purple Coneflower and 9-#1 Dotted Blazing Star.
- 5) All clean up as needed including hauling away all debris.

Cost including material, tax and labor = \$6,486.00

Payment: ½ due one week prior to start date and the balance upon completion

AUTHORIZED SIGNATURE: _____

(Note: This proposal may be withdrawn if not accepted within 30 days)

ACCEPTANCE OF PROPOSAL:

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.
PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE: _____

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

MEMORANDUM

Rice Creek Watershed District

Date: March 1, 2023
To: RCWD Board of Managers
From: Molly Nelson, Watershed Technician/ Water Resources
Subject: Specialist R23-02 Delaney Shoreline Stabilization & Restoration
RCWD Water Quality Grant Program Application

Introduction

R23-02 Delaney Shoreline Stabilization & Restoration

- Applicant: Gary Delaney
- Location: 5305 Bald Eagle Blvd W, White Bear Lake
- Project Type: Shoreline Stabilization & Restoration Total
- Eligible Project Cost: \$28,300.00
- RCWD Grant Recommendation: \$7,500.00 (50%)

Background

This application proposes a shoreline stabilization and restoration project that is a neighboring property to the R23-01 Donaldson proposed project on approximately 92 linear feet of eroding shoreline along the southwest side of Bald Eagle Lake, located off of Bald Eagle Lake Blvd W in White Bear Lake. The shoreline consists of bare soil and erosion of sediment into the lake and scored a value of 18 on the Water Quality Grant Program screening form. As this property shares characteristics to its neighboring property, all considerations are similar to those mentioned in the application for R23-01.

The Ramsey County Parks & Recreation- Soil & Water Division (RCSWCD) created a design for the project and provided recommendations that have been included in the design. RCWD staff is comfortable with the design presented in this application. The project would stabilize the shoreline and filter runoff before it discharges to Bald Eagle Lake. The estimated pollutant reductions for the proposed project are a 50% reduction in volume (3,356 cu-ft/yr), 99% reduction in TSS (4,200.56 pounds/year) and a 90% reduction in TP (2.03 pounds/year).

The project as proposed would involve stabilizing the shoreline with rip rap and re-grading the area above the rip rap and adding a native plant buffer in the re-graded area. The total catchment area for the project is 4,155 Square feet.

The applicant obtained two separate bids for stabilizing rip rap and lake buffer plantings totaling the overall project cost of \$28,300.00.

- Cold Stone Shoreline & Retaining Walls, INC. for shoreline rip rap: \$23,400.00.
- Cold Stone Shoreline & Retaining Walls, INC. for lake buffer planting: \$4,900.00.

The District is confident of the value of this bid, which is similar to RCSWCD's total cost estimate of \$31,153.75 and less than the cost of similar-sized shoreline projects seen in other areas of the District.

MEMORANDUM

Rice Creek Watershed District



The project application was discussed at the CAC meeting on March 2nd . A motion was passed 8-1 for RCSWCD and the project applicant to try and amend the project design to 60% plantings instead of 50% plantings. The CAC was supportive of the project and recommended cost-share of 50% or \$7,500.00, whichever is less. Motion carried 9-0.

Staff Recommendation

RCWD's Citizen Advisory Committee and Staff recommend that the RCWD Board of Managers approve Water Quality Grant funds for R23-02 Delaney Shoreline Stabilization & Restoration.

Proposed Motion

It was moved by Manager_____and seconded by Manager_____to approve the Water Quality Grant Contract R23-02 of \$7,500.00 not to exceed 50% or up to \$7,500.00 of eligible project expenses as outlined in the consent agenda and in accordance with the RCWD Staff's recommendation and established program guidelines.

Ramsey County Soil & Water Conservation Division



To: RCWD Advisory Committee

From: Brian Olsen : Environmental Resource Specialist

Date: 20-February-2022

Re: DeLaney Cost Share Application

Project:

5305 Bald Eagle Blvd W.
White Bear Lake, MN 55110
Shoreline Stabilization & Restoration

Material & Labor Estimate: \$28,300

Cost Share Request: \$7,500.00

Background:

The proposed shoreline stabilization and restoration is located at a residential property on Bald Eagle Lake. Currently, the shoreline is a steel incline from the road down to the water edge. The current state of the shoreline includes bare soil after removal of invasive species and sediment eroding into the lake. There is also a very large undercutting cut face to the bank right at the water line that is actively eroding. This shoreline is susceptible to larger erosion in the future, and lacks any natural lake edge function or habitat.

The proposed project is to add rip rap rock as necessary to properly stabilize the shoreline and to prevent further erosion. There will be minor re-grading above the rip rap and installation of an erosion control blanket on all the planting areas. Native plants will be used to retain soil and filter run off from the road and landscape of the property. The project will stabilize the shoreline, create a buffer planting to stop sediment eroding into the lake, and filter the stormwater runoff from the property. This project is happening in partnership with the neighboring property to stabilize the shoreline across both properties simultaneously.

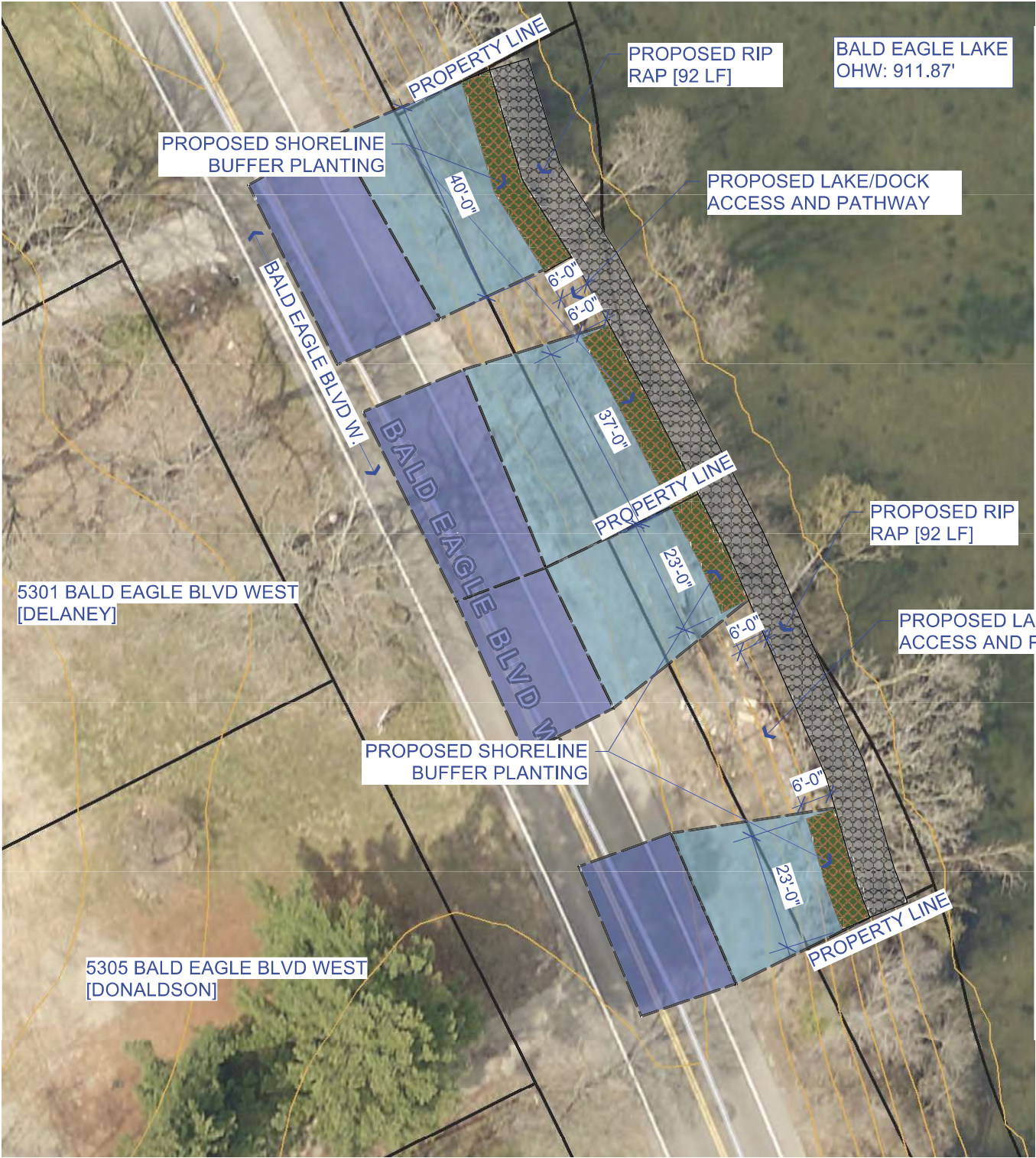
Total catchment area treated by the proposed project is 4,155 square feet (0.095 acres). It is 41% impervious and includes road and landscape. Once established, this shoreline will reduce the erosion of the shoreline, as well as filter runoff from the site and a portion of the neighbor's before it enters Bald Eagle Lake. It also will provide pollinator habitat and create a healthy and functioning lake edge environment.

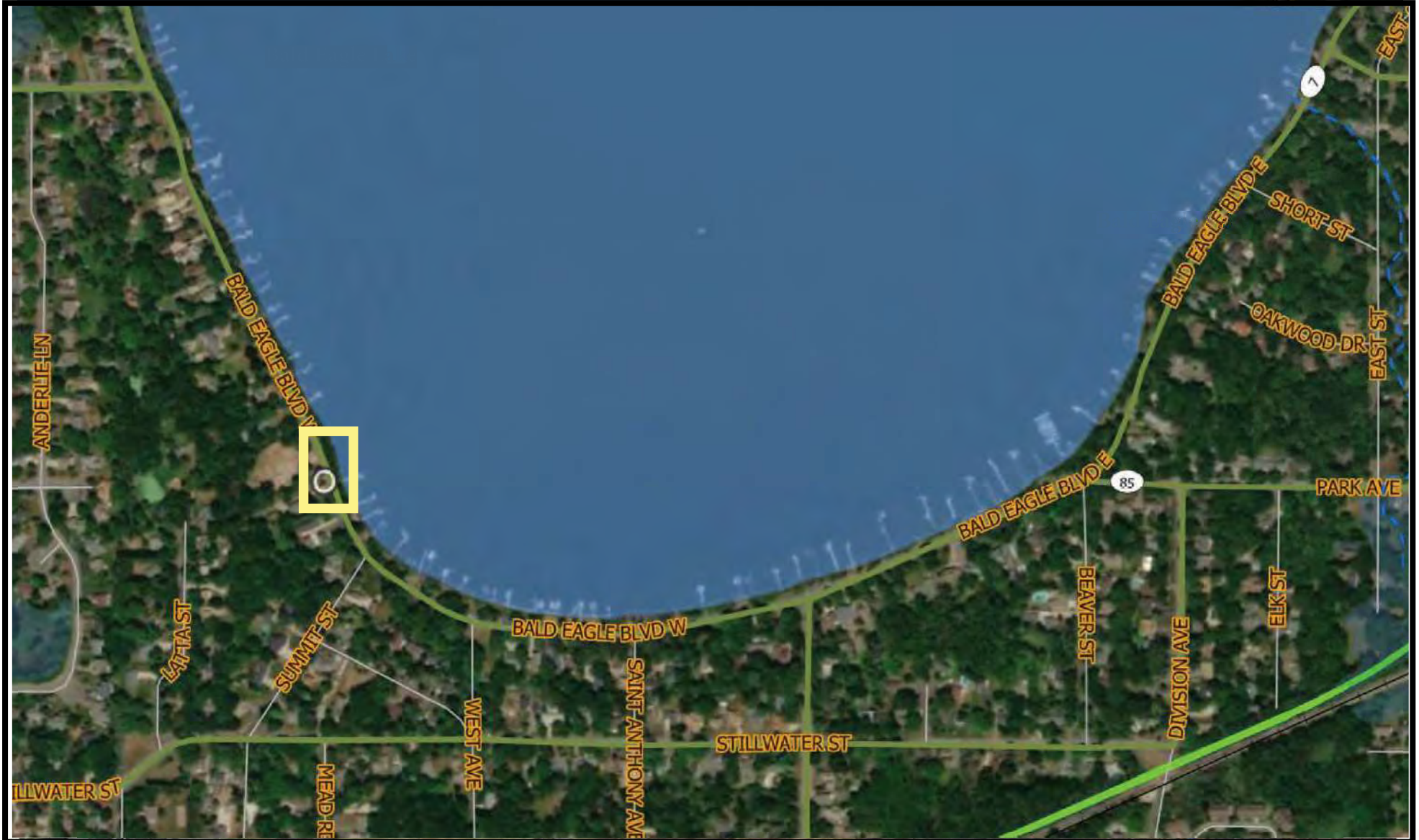
Recommendation:

It is my recommendation that this project be awarded cost share in the amount of \$7,500.00 or 50% of the eligible project costs, whichever is less.

Pollution Reductions:

| | <i>Before</i> | <i>After</i> | <i>Reduction</i> | <i>Red. %</i> |
|-------------------|----------------------|---------------------|-------------------------|----------------------|
| Volume (cu-ft/yr) | 6,725 | 3,369 | 3,356 | 50% |
| TSS (lbs/yr) | 4,264.10 | 64.00 | 4,200.56 | 99% |
| TP (lbs/yr) | 2.263 | 0.230 | 2.034 | 90% |

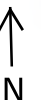




Legend

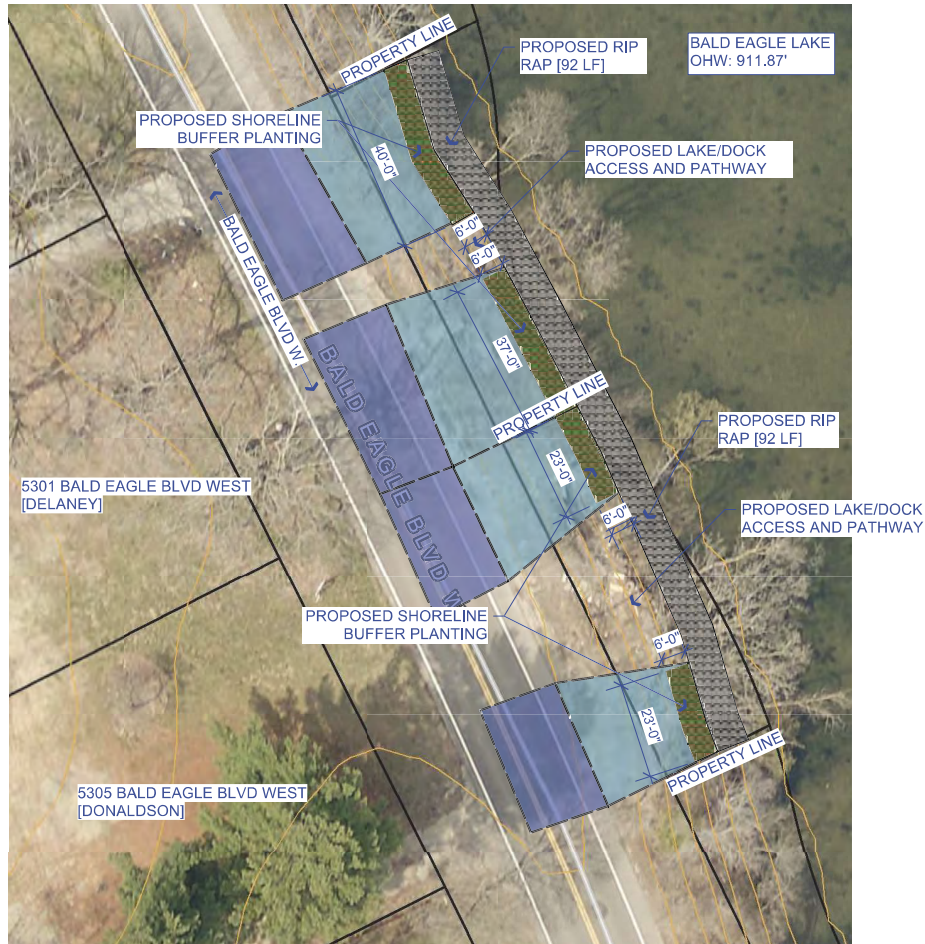


Project Location



**DONALDSON & DELANEY
RESIDENCES**

**SHORELINE STABILIZATION &
NATIVE BUFFER PLANTING**



NOTES:

1. INSTALL PERIMETER CONTROL ON WATER SIDE OF PROJECT PRIOR TO ANY SOIL DISTURBANCE. SILT FENCE OR EQUIVALENT EROSION CONTROL [95 LF PER SITE]
2. REMOVE EXISTING VEGETATION WITHIN PROJECT AREAS. [-276 SF DONALDSON] [-475 SF DELANEY]
3. PRESERVE ALL EXISTING TREES UNLESS OTHERWISE DIRECTED BY LANDOWNER.
4. NO CONSTRUCTION MATERIALS TO BE STORED UNDER TREE CANOPIES.
5. RE-GRADE SHORELINE SLOPE TO 2H:1V SLOPE MAX ALONG ENTIRE SITE.
6. INSTALL RIP RAP ALONG SHORELINE PER DNR SPECIFICATIONS. [92 LF PER SITE] RIP RAP SIZE 6-24" NATURAL FIELDSTONE BOULDERS. [INSTALL LAYER OF 1.5" AGNULAR FILTER ROCK BELOW BOULDERS - DO NOT USE LANDSCAPE FABRIC] [SEE DETAIL ON SHEET L400]
7. INSTALL JUTE/NATURAL NETTING EROSION CONTROL BLANKET OVER ENTIRE PLANTING AREA [-276 SF DONALDSON] [-475 SF DELANEY]. PLANT WITH NATIVE SPECIES [SEE SUGGESTED SPECIES PLAN ON SHEET L200] [CONTRACTOR PROVIDED SPECIES LIST AND PLAN ATTACHED AT END OF THIS DOCUMENT SET FOR DONALDSON PROPERTY]
8. INSTALL HERBIVORE EXCLUSION FENCE SURROUNDING PLANTINGS, TO REMAIN IN PLACE FOR ONE FULL GROWING SEASON. [OPTIONAL]
9. CONTRACTOR TO RESTORE ANY DAMAGE TO AREAS OUTSIDE OF PROJECT AREA AFTER COMPLETION OF INSTALLATION. SEED TURF/LOW-GROW FESCUE SPECIES.
10. LANDSCAPE AREAS OUTSIDE OF RESTORATION PROJECT AND DOCK ACCESS POINTS TO BE DETERMINED BY LANDOWNER AND CONTRACTOR AND BIDDED SEPARATELY.

LEGEND:

| | | | |
|--|---------------------|--|-----------------|
| | HARDSCAPE WATERSHED | | RIP RAP |
| | LANDSCAPE WATERSHED | | BUFFER PLANTING |



RAMSEY COUNTY SWCD
1425 PAUL KIRKWOOD DR
ARDEN HILLS, MN 55112
651-266-7280
www.ramseycounty.us

PROJECT: DONALDSON/DELANEY

LOCATION:
5301-5305 BALD EAGLE BLVD W.
WHITE BEAR TOWNSHIP, MN 55110

WATERSHED DISTRICT:
RICE CREEK WATERSHED DISTRICT



DESIGNER: BTO

DATE: 2/16/2023

REVISION:

REVISION:

REVISION:

REVISION:

CHECKED BY:

TAA:

NOTES:

- CONTACT GOPHER STATE ONE CALL TO CONFIRM UTILITY LOCATIONS
- CONTRACTOR TO STAKE OUT OHW LINE PRIOR TO BEGINNING WORK
- INSTALL SEDIMENT CONTROL DEVICES PRIOR TO SOIL DISTURBANCE
- VERIFY ANY BID ALTERNATES OR ONSITE CHANGES WITH SWCD STAFF PRIOR TO INSTALLATION
- ORIGINAL SHEET SIZE: 11"x17"

SCALE: 1"=30'-0"



SITE PLAN

L100

SUGESTED SPECIES LIST FOR NATIVE BUFFER PLANTING

| Grasses/Sedges/Groundcovers | |
|--------------------------------|--------------------|
| Latin Name | Common Name |
| <i>Carex brevior</i> | Plains Oval Sedge |
| <i>Carex eburnea</i> | Ivory Sedge |
| <i>Carex pennsylvanica</i> | Pennsylvania Sedge |
| <i>Juncus effusus</i> | Common Rush |
| <i>Juncus tenuis</i> | Path Rush |
| <i>Schizachyrium scoparium</i> | Little Bluestem |
| <i>Sporobolus heterolepis</i> | Prairie Dropseed |

| Forbs | |
|----------------------------------|------------------------|
| Latin Name | Common Name |
| <i>Achillea millefolium</i> | Common Yarrow |
| <i>Agastache foeniculum</i> | Anise Hyssop |
| <i>Amorpha canescens</i> | Leadplant |
| <i>Echinacea purpurea</i> | Pale Purple Coneflower |
| <i>Geum triflorum</i> | Prairie Smoke |
| <i>Liatris pycnostachya</i> | Prairie Blazing Star |
| <i>Lobelia cardinalis</i> | Cardinal Flower |
| <i>Lupinus perennis</i> | Wild Blue Lupine |
| <i>Ratibida pinnata</i> | Yellow Coneflower |
| <i>Rudbeckia fulgida</i> | Orange Coneflower |
| <i>Rudbeckia hirta</i> | Black-Eyed Susan |
| <i>Symphyotrichum laeve</i> | Smooth Blue Aster |
| <i>Tradescantia occidentalis</i> | Spiderwort |
| <i>Tradescantia ohiensis</i> | Ohio Spiderwort |
| <i>Zizia aurea</i> | Golden Alexanders |

| Shrubs | |
|---|--------------------------|
| Latin Name | Common Name |
| <i>Aronia melanocarpa</i> var. <i>elata</i> | Glossy black chokeberry |
| <i>Amelanchier alnifolia</i> | Regent Serviceberry |
| <i>Viburnum trilobum</i> | American cranberrybush |
| <i>Sambucus pubens</i> | Red berried elder |
| <i>Cornus alternifolia</i> | Pagoda Dogwood |
| <i>Symphoricarpos albus</i> | Snowberry |
| <i>Viburnum lentago</i> | Nannyberry |
| <i>Cephalanthus occidentalis</i> | Buttonbush |
| <i>Cornus sericea</i> 'Isanti' | Isanti Red Osier Dogwood |
| <i>Physocarpus opulifolius</i> | Ninebark |
| <i>Rhus aromatica</i> 'Gro-Low' | Gro-Low Sumac |
| <i>Viburnum dentatum</i> | Arrowwood Viburnum |

PLANTING NOTES:
1. SPECIES LIST PROVIDED IS SUGGESTED. CONTRACTOR TO SOURCE PLANTS FROM LIST AND PROVIDE FINAL LIST AND SIZING PRIOR TO PURCHASE AND INSTALLATION.

2. RECOMMENDED TO SELECT LOW SPECIES DIVERSITY AND PLANT IN GROUPS FOR EASY IDENTIFICATION & MAINTENANCE.

3. SUGGESTED SPECIES SIZE - 3.5" POTS OR LARGER FOR PERENNIALS. #2 CONTAINERS OR LARGER FOR SHRUBS.

4. DONALDSON PROPERTY HAS EXISTING PLANTING PLAN PROVIDED AT END OF THIS PLAN SET BY CONTRATOR TO BE USED AT 5301 BALD EAGLE BLVD W.



RAMSEY COUNTY SWCD
1425 PAUL KIRKWOOD DR
ARDEN HILLS, MN 55112
651-266-7280
www.ramseycounty.us

PROJECT: DONALDSON/DELANEY

LOCATION:
5303-5305 BALD EAGLE BLVD W.
WHITE BEAR TOWNSHIP, MN 55110

WATERSHED DISTRICT:
RICE CREEK WATERSHED DISTRICT



DESIGNER: BTO
DATE: 2/16/2023
REVISION:
REVISION:
REVISION:
CHECKED BY:
TAA:

NOTES:
-CALL GOPHER ONE TO MARK UTILITIES BEFORE DIGGING
-PLANT PERENNIALS 18" O.C.
[SEE PLANT SCHEDULE]
[PLANT LOCATION MAY VARY]
-PLANT SUBSTITUTIONS MUST BE APPROVED BY RCD STAFF
-ORIGINAL SHEET SIZE: 11"x17"

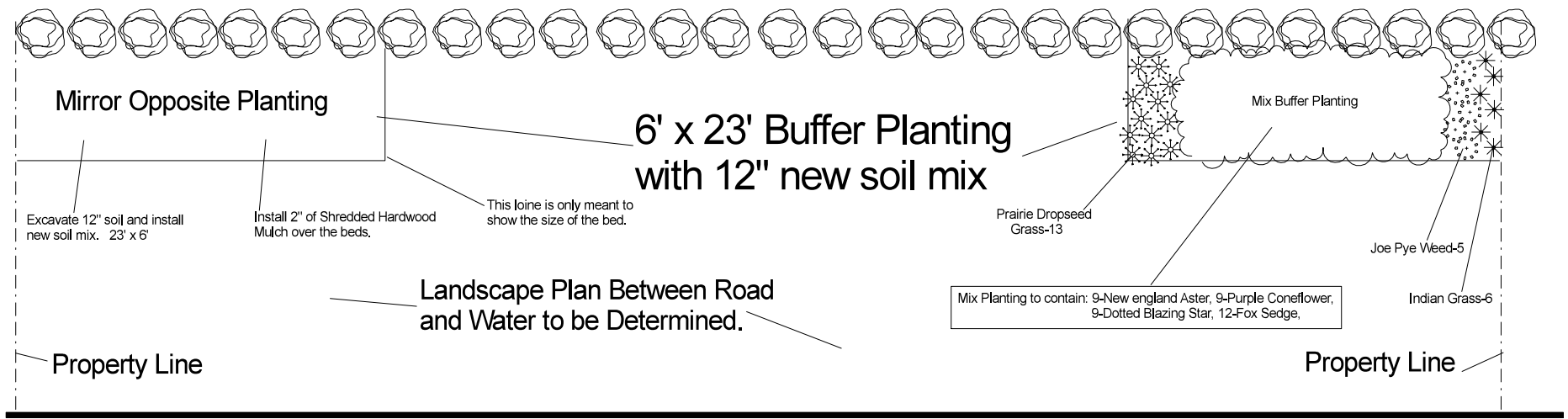
SCALE: NA

SUGGESTED PLANTING

L200

Bald Eagle Lake

New Rip Rapped Shoreline



West Bald Eagle Boulevard

Revision #: One

Date: 2/13/2023

Scale:

1" = 10'

Landscape Plan: Concept Lake Buffer Planting Landscape Design by: Jim Hanson

Donaldson Residence

Natural Landscape Minnesota, Inc.

ALL ITEMS AS SPECIFIED BELOW ARE FOR REFERENCE USE ONLY

Gary Delaney
5305 Bald Eagle Blvd W.
White Bear Lake, MN 55110
BMP Type: Shoreline Stabilization and Restoration
Number of BMPs: 1

County: Ramsey
Date: 16-Feb-23

MATERIALS

| Item | Qty | Unit | Unit Cost | Amount |
|--|--------|-------|-------------|--------------|
| Aggregate: Fieldstone Boulder (6"-24") | 72.00 | TON | \$ 235.00 | \$ 16,920.00 |
| Aggregate: Clear Rock- 1-1/2" | 22.00 | TON | \$ 200.00 | \$ 4,400.00 |
| EC Blanket: CM4000, Bio D Mat 60, Cocomat 600, or equal (6.5' x 165') | 475.00 | SQ-FT | \$ 3.75 | \$ 1,781.25 |
| Netting Pegs- 6" (bio-stakes) | 1.00 | BOX | \$ 150.00 | \$ 150.00 |
| Sediment Control - Floating Silt Curtain or approved equivalent | 95.00 | LN-FT | \$ 6.50 | \$ 617.50 |
| Native Plant: 3.5" Plug or equal | 180.00 | EACH | \$ 9.50 | \$ 1,710.00 |
| Native Shrub: 2 Gallon or equal | 20.00 | EACH | \$ 40.00 | \$ 800.00 |
| Site Restoration (repair any turf damage to landscape outside project area) | 1.00 | JOB | \$ 550.00 | \$ 550.00 |
| Mobilization | 1.00 | JOB | \$ 1,500.00 | \$ 1,500.00 |
| Site Prep (removal of existing vegetation - water safe herbicide application if necessary) | 1.00 | JOB | \$ 850.00 | \$ 850.00 |
| Deliveries | 4.00 | EACH | \$ 225.00 | \$ 900.00 |
| Grading (shoreline shaping) | 3.00 | HRS | \$ 280.00 | \$ 840.00 |
| Disposal / Soil Haul-away (material from clearing vegetation and minor grading) | 3.00 | CY | \$ 45.00 | \$ 135.00 |
| | | | Subtotal | \$ 31,153.75 |

ADD/DEDUCT BID ITEMS (AS NECESSARY)

| | | |
|----|----------|------|
| 1] | \$ - | \$ - |
| 2] | \$ - | \$ - |
| 3] | \$ - | \$ - |
| 4] | \$ - | \$ - |
| 5] | \$ - | \$ - |
| 6] | \$ - | \$ - |
| | Subtotal | \$ - |

PROJECT TOTAL

| | |
|-------------------------------|--------------|
| Project Estimate | \$ 31,153.75 |
| :-10% | \$ 28,038.38 |
| :+10% | \$ 34,269.13 |
| Estimated WD/WMO Grant Award: | \$7,500.00 |
| Potential Grant Award Total: | \$7,500.00 |
| Estimated Landowner Cost: | \$23,653.75 |

*Additional Funds Available through Bald Eagle Lake Association

Soil & Water Conservation Division
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
www.ramseycounty.us

SHORELINE ESTIMATE

Date: 1/31/23

To: Gary Delaney
5305 Bald Eagle Blvd. W
White Bear Lake, MN 55110

| <u>DESCRIPTION</u> | <u>UNITS</u> | <u>TOTAL</u> |
|--|--------------|--------------|
| <i>NOT ACCOUNTING FOR RAMSEY COUNTY COST SHARE</i> | | |
| Shoreline riprap 6-24" random fieldstone 92 lf | | \$23,400 |

The figure above represents labor and material to install riprap to a height of approximately 3.5' / top vertical shelf present along the lakehore. Stone will be placed in accordance with MN DNR rules and regulations pertaining to slope, encroachment and other items detailed in the "No Permit" riprap section of their website.

I have specked a 6-24" fieldstone, which is more than likely what Brian will recommend. It sounds like the planting will be done by others. If you have any questions or require any changes to the proposal to more accurately represent the design Brian Olson provides please let me know.
Thank you,

Ben Andreski
Cold Stone Shorelines & Retaining Walls Inc.
(651) 330-8783

23110 St Croix Trail
Scandia, MN 55073
CELL (651) 330-8783
OFFICE (651) 433-4333

SHORELINE ESTIMATE

(Plants)

Date: 2/5/23

To: Gary Delaney
5305 West Bald Eagle Blvd
White Bear Township, MN 55110

| <u>DESCRIPTION</u> | <u>UNITS</u> | <u>TOTAL</u> |
|--|--------------|--------------|
| 4" plugs, see attached sheet for plant selection | 180 | \$1,800 |
| 2 gal pots Wooded shrubs, see attached plant sheet | 20 | \$800 |
| Coconut matting 6'x 90' includes stakes | 540 SF | \$750 |
| Sediment control – floating silt fence, 2-50' sections | 2 – sections | \$550 |
| Herbivore fencing | 250 LF | \$1,000 |

(no edging needed, too many obstacles)

Total planting cost *\$4,900*

The figure above represents labor and material to complete each of the above items. The planting section specifically will be approximately 90 LF x 6LF = 540 SF and will be located directly landward of stone riprap. There will be a space where access to the lake is maintained. This area will not be planted with native plants. Enlarge section of planting area where appropriate to accommodate for this space. Plant care, ie. maintenance done by landowner.

Ben Andreski
Cold Stone Shorelines & Retaining Walls Inc.
(651) 330-8783

23110 St Croix Trail
Scandia, MN 55073
CELL (651) 330-8783
OFFICE (651) 433-4333

ITEMS REQUIRING BOARD ACTION

1. Common Carp Program Update and Contracts
(Matt Kocian)

MEMORANDUM

Rice Creek Watershed District

Date: February 28, 2023
To: RCWD Board of Managers
From: Matt Kocian, Lake and Stream Program Manager
Subject: 2023 Agreements for Carp Management Services

Introduction

The RCWD relies on specialists to run parts of its carp management program. Since 2017, labor and specialized services for carp management have come from Carp Solutions, LLC, a start-up company from the University of Minnesota. Electrical systems have been provided and managed by ProCom and AllWaysFish, companies based in Poland. With this memo and attachments, RCWD staff are seeking Board approval for professional services agreements for carp management services in 2023.

Background

The District is continuing its carp management program in the Long Lake / Lino Chain of Lakes system in 2023 in accordance with the Board-approved Carp Management Plan (Dec 2018, rev. 2022). The plan calls for the removal of at least 50% of the adult carp population annually. This goal was met in 2022. Our 2023 annual goal is to remove at least 50% of the population. The attached proposals from Carp Solutions provides labor and specialized services to meet that goal.

Carp Solutions contract highlights for Long and Lino Lakes:

- Maintaining existing monitoring infrastructure, such as Passive Integrated Transponder systems and antennas to monitor carp migration
- Maintaining existing fish trap associated with the ProCom electronic guidance system (also referred to as the 'electric barrier') and remove aggregated carp
- Remove aggregated carp at new Johanna Creek barrier
- Labor for carp removal, transport, and disposal
- Population assessment
- Data analysis and reporting

Carp Solutions will also be providing carp monitoring services at two other locations. On Centerville Lake, seasonal (spring) tracking will take place, to check for spawning migration between Centerville and Peltier Lakes. On Bald Eagle Lake, a population estimate will be completed.

Electrical systems used in carp management have been provided and services by ProCom and AllWaysFish, companies based in Poland. Mr. Emil Kukulski, formerly of ProCom, and now with AllWaysFish, has been providing electrical systems services for the District since 2017.

AllWaysFish contract highlights:

- Provide on-site services to test, maintain, and troubleshoot existing NEPTUN and NEMO systems owned by the District, to ensure proper operation and maximize performance
- Provide remote support (via modem and wireless internet connection) to monitor system performance and alter settings as necessary

MEMORANDUM Rice Creek Watershed District



Proposed costs for both Carp Solutions and AllWaysFish fit within the approved 2023 budget – no new or unbudgeted costs are proposed.

Staff Recommendation

The proposed work is consistent with the approved RCWD Carp Management Plan, and necessary to achieve Plan goals. District staff recommend approving a professional services agreement with Carp Solutions for an amount not-to-exceed \$97,800.00, and an agreement with AllWaysFish for an amount not-to-exceed \$8,800.

Proposed Motion 1

Manager _____ moves to authorize the Administrator to enter into a professional services agreement with Carp Solutions, LLC for an amount not-to-exceed \$97,800.00. The Administrator is further authorized to approve contract amendments for additional work, not to exceed 20% of the contract cost (\$19,560).

Proposed Motion 2

Manager _____ moves to authorize the Administrator to enter into a professional services agreement with AllWaysFish for an amount not-to-exceed \$8,800. The Administrator is further authorized to approve contract amendments for additional work, not to exceed 10% of the contract cost (\$880).

Attachments

Professional Services Agreement and Scope of Services for Carp Solutions
Professional Services Agreement and Scope of Services for AllWaysFish

**AGREEMENT BETWEEN
RICE CREEK WATERSHED DISTRICT and CARP SOLUTIONS, LLC**

**Common carp monitoring and management in the Rice Creek Watershed,
2023/2024**

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 Carp Solutions, LLC, a private Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, RCWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the 2023 Proposal for Carp Management in Rice Creek Watershed District, dated February 24, 2023, attached as Exhibit A (the “Services”). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. In the event of specific conflict between Exhibit A and the agreement, the agreement will control. RCWD, at its discretion, in writing may at any time suspend work or amend the Scope of Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by RCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

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 should be construed to constitute CONSULTANT as the agent, representative or employee of RCWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor 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 warranty, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services.

4. Duty of Care, Indemnification

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

RCWD will indemnify, defend and hold harmless CONSULTANT, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by RCWD that is the basis for RCWD's liability in law or equity.

5. Compensation

RCWD will compensate the CONSULTANT for the Services identified in Exhibit A, **not to exceed \$97,800.00**. The following terms clarify and, where in conflict, supersede the terms of Exhibit A ("Services"):

- a. Objective 1, Task 1 includes costs for materials; actual materials costs will be paid by RCWD with receipts provided by the CONSULTANT, not to exceed the amount listed in Exhibit A
- b. Objective 1, Task 4 includes costs for 'Conveyor Rental'; actual rental costs will be paid by RCWD with receipts provided by the CONSULTANT, not to exceed the amount listed in Exhibit A

- c. Objective 7 is provided as an informational item only, and the costs and deliverables are not included in this agreement; this work item and cost may be added by RCWD at a later date as an amendment to this agreement
- d. Costs may be moved from one Objective to another with written approval from the RCWD; this will not affect the 'not-to-exceed' contract cost

Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Costs not specified in Exhibit A will not be reimbursed except with prior written approval of the RCWD 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 until January 31, 2024, 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; obligations to defend, indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and the term of this agreement.

7. 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 the following insurance coverages:

- A. General liability: \$1.5 million each occurrence and aggregate, on an occurrence basis, covering CONSULTANT's work and contractual liability.
- B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

CONSULTANT will not commence work until it has filed with RCWD a certificate of insurance clearly evidencing the required coverages and naming RCWD and Ramsey County as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's work and completed operations as primary coverage on a noncontributory basis. The certificate will name RCWD as a holder and will state that RCWD will receive written notice of policy change under the same terms as CONSULTANT.

9. Compliance With Laws

CONSULTANT will comply with the laws and requirements of all 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. Materials

All materials obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials 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 agrees that it 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 warranty 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 property furnished to or for the use of CONSULTANT or a subcontractor by RCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, 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. CONSULTANT further agrees that any proprietary materials are the exclusive property of RCWD and will assert no right, title or interest in the materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by RCWD. Any property including but not limited to materials 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 warranty 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 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:

Matt Kocian, Lake and Stream Specialist
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE, Suite 611
Blaine, MN 55449

To CONSULTANT:

Przemyslaw Bajer, Owner
Carp Solutions, LLC
1380 Pike Lake Court
New Brighton, MN 55112

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

14. Choice of Law, Venue and Jurisdiction

This agreement will be construed under and governed by the laws of the State of Minnesota.

15. 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.

CARP SOLUTIONS, LLC

By _____
Przemyslaw G. Bajer, Owner

Date: _____

RICE CREEK WATERSHED DISTRICT

By _____
Nick Tomczik, Administrator

Date: _____

Exhibit A
Scope of Services
Carp Solutions, LLC
2023 Proposal for Carp Management in Rice Creek Watershed District



2023 Proposal for Carp Management in Rice Creek Watershed District

February 24, 2023

Prepared For: Rice Creek Watershed District

Attn.: Matt Kocian

Prepared by: Carp Solutions LLC

www.carpsolutionsmn.com

Objective 1: Spring removal of carp in Rice Creek

Last year, 68% of the carp up Rice Creek were removed with the Electric Guidance System (EGS), trap, aggregation system, and conveyors. After experiments in previous years, the methods have been refined so that removal is very efficient. The plan is to continue this project again in 2023, with a few minor improvements.

In order to monitor carp movement and system success, we plan to re-install one PIT system downstream of the EGS that can be remotely monitored. We will also move the old Highway 8 PIT antenna upstream of the EGS to the new USGS site slightly downstream. Although the EGS and aggregation system should be ready for the 2023 season after it was replaced in the fall of 2022, Carp Solutions will check and adjust the electrodes to ensure smooth operation for the spring before turning it on. Similarly, we plan to check the trap and carp aggregation system to ensure its full functioning for the 2023 season. The fence on the upstream side of the trap and next to the conveyors needs to be adjusted and repaired. The two conveyors will be reinstalled in the similar configuration as 2022. Carp Solutions will remotely monitor the site for fish aggregations, and will be responsible for removals and disposal (including supplying a dump trailer). RCWD will be responsible for maintaining the fence, site security, and rental of equipment to move carp from the conveyors to the trailer.

Cost Objective 1: \$55,360

Objective 2: Removing carp at the new Johanna Creek barrier

Data from 2022 showed that a significant number of PIT tagged carp migrated up Johanna Creek from Long Lake towards the wetlands to the southeast of the lake. To address this, RCWD built a barrier to block carp migrations. In order to estimate the size of this migration and remove more carp during the spring of 2023, Carp Solutions will conduct smaller scale removals at this barrier. A remote access PIT antenna will be installed on the downstream side of this barrier. A small temporary partial barrier with a fence will be installed 20'-30' downstream of the barrier that can be closed to trap carp in between this barrier and the permanent one. Carp Solutions will remotely monitor the site for fish aggregations, and will be responsible for removals and disposal.

Cost Obj 2: \$20,460

Objective 3: Survey of Rice Lake, and the two wetlands near 35W/694 intersection for presence of young of year carp

Keeping track of carp reproduction is of paramount importance for long-term carp management in the Rice Creek watershed. A simple way to track this is to do fish surveys in known nursery lakes to search for young of the year (YOY) carp. In 2023, we will conduct one small-mesh trap net survey in Rice Lake and the two wetlands near the 35W/694 intersection. These surveys will be conducted in late summer or early fall as in previous years. If YOY carp are present, we will implant up to 100 with PIT tags to track their survival and migration to Long Lake.

Cost Obj 3: \$5,700

Objective 4: Population estimate for carp in Bald Eagle Lake

In order to estimate the carp population in Bald Eagle Lake, 3 days of boat electrofishing will be conducted. All captured carp will be measured and marked with a fin clip to indicate recapture during any subsequent work. As part of the end of season report, carp population and biomass density estimates based on catch-per-unit effort (CPUE) will be provided.

Cost Obj. 4: \$4,760

Objective 5: Population estimate for carp in Long Lake and implantation of PIT tags for future surveys

To track management progress, it is important to conduct standard annual surveys of carp in Long Lake. We will conduct three days of boat electrofishing surveys to estimate carp abundance (from catch per effort) and length distribution (to estimate influx of young carp into the population). During these surveys, carp will also be marked with a fresh fin clip and PIT tag for use in future mark-recapture estimates and migration tracking..

Cost Obj. 5: \$4,760

Objective 6: Tracking carp movement between Centerville and Peltier lakes

In 2022, most carp collected in Centerville were relatively small (most likely < 5 years old) suggesting that successful carp reproduction is occurring within that system. Further, most carp were captured near the culvert connecting Centerville with Peltier. It is likely that carp move between the two lakes extensively and carp from Centerville might move to Peltier and upstream of Peltier to reach their spawning grounds. The objective here is to determine to what extent carp move between the two lakes. Specifically, we will place a PIT antenna in the culvert connecting the two lakes. This antenna will be able to detect any of the carp tagged in Centerville during last year's electrofishing surveys. We will run the antenna for three months during the period the carp are most likely to move (April-June).

Cost Obj. 6: \$3,760

Other (Coordination, cloud data fees, PIT monitoring): \$1,500

Report

At the conclusion of this effort, we will provide a written report with management recommendations. The report will be submitted by January 31, 2024.

Cost: \$1,500

Cost

This work will be conducted at a not-to-exceed budget of **\$97,800**. Detailed budget is presented below.

Add Alternate: Box net removals in Long Lake

Since so many carp have been removed in the Long Lake system, box net removals have become less needed as we will rely more heavily on carp removal during the spring migration. However, if spring removal is less effective than expected, or if it becomes clear during the boat electrofishing surveys that there are significantly more carp in Long Lake than anticipated, box netting could be added.

The cost estimate is for a similarly scaled effort to that carried out in 2022. Four nets would be used, and pulled three times. As in previous years, all captured carp will be examined for fin clips and PIT tags so that a population and biomass density estimate can be calculated. Carp Solutions will bait the nets and procure the bait, the cost of which is included in the budget.

Cost Obj. 7: \$29,000

Budget

| | | Hours | People | Rate per person | Hourly rate | \$ | Subtotals | Totals |
|---|--|-------|--------|-----------------|-------------|----------|-----------|----------|
| 1. Spring Removal in Rice Creek | | | | | | | | |
| Task 1 | Check/adjust/repair electrodes | 12 | 2 | 95 | 190 | \$2,280 | | |
| | Check/strengthen/rebuild sections of fence for trap | 16 | 4 | 95 | 380 | \$6,080 | | |
| | Materials | | | | | \$1,000 | | |
| | | | | | | | | |
| Task 2 | Build, install, help tune the new HWY 8 PIT antenna | 8 | 2 | 95 | 190 | \$1,520 | | |
| Task 3 | Installation/maintenance of PIT antennas below EGS | 8 | 2 | 95 | 190 | \$1,520 | | |
| | Monitoring migration with PIT (\$1000/month; 3 months) | | | | | \$3,000 | | |
| Task 4 | Install Conveyors | 16 | 3 | 95 | 285 | \$4,560 | | |
| | Conveyor rental from U of M | | | | | \$2,000 | | |
| Task 5 | Removing carp x 10 days (8h per day) | 80 | 4 | 95 | 380 | \$30,400 | | |
| | Carp disposal (\$300/day) | 10 | | | 300 | \$3,000 | | |
| <i>Spring RC Subtotal</i> | | | | | | | | \$55,360 |
| | | | | | | | | |
| 2. Monitoring migration and testing removals in Johanna Creek | | | | | | | | |

| | | | | | | | | |
|---|---|----|---|----|-----|----------|---------|----------|
| Task 1 | Install PIT antenna | 4 | 2 | 95 | 190 | \$760 | | |
| Task 2 | Monitor carp migration with remote monitoring (\$1,000/month; 3 months) | | | | | \$3,000 | | |
| Task 3 | Carp removal (5 d) | 40 | 4 | 95 | 380 | \$15,200 | | |
| | Carp disposal (\$300/day) | 5 | | | 300 | \$1,500 | | |
| | | | | | | | | \$20,460 |
| | | | | | | | | |
| 3. Trap netting survey in Rice Lake, E2 and Eagles Nest wetland | | | | | | | | |
| | Two half days of trap netting per lake | 10 | 2 | 95 | 190 | \$1,900 | | |
| | Total for 3 lakes | | | | | \$5,700 | | |
| | | | | | | | \$5,700 | \$5,700 |
| 4. Electrofishing Survey on Bald Eagle Lake | | | | | | | | |
| | 3 days of boat electrofishing/ marking | 24 | 2 | 95 | 190 | \$4,560 | | |
| | PIT tags (100 @ \$2 each) | | | | | \$200 | | |
| | | | | | | | \$4,760 | \$4,760 |
| 5. Electrofishing survey on Long Lake | | | | | | | | |
| | 3 days of boat electrofishing/ marking | 24 | 2 | 95 | 190 | \$4,560 | | |
| | PIT tags (100 @ \$2 each) | | | | | \$200 | | |
| | | | | | | | \$4,760 | \$4,760 |

| | | | | | | | | |
|--|--|----|---|----|-----|---------|---------|----------|
| <i>Sampling/ tagging Subtotal</i> | | | | | | | | |
| | | | | | | | | |
| 6. Tracking movement between Centerville and Peltier | | | | | | | | |
| Task 1 | Build and Install PIT antenna | 4 | 2 | 95 | 190 | \$760 | | |
| Task 2 | Monitor carp migration with remote monitoring (\$1,000/month; 3 months) | | | | | \$3,000 | \$3,760 | \$3,760 |
| | | | | | | | | |
| Report and analysis | | | | | | | | \$1,500 |
| Coordination, PIT data daily analyses, cloud data fees | | | | | | | | \$1,500 |
| | | | | | | | | |
| TOTAL | | | | | | | | \$97,800 |
| | | | | | | | | |
| Add Alternate Box Netting in Long Lake | | | | | | | | |
| | | | | | | | | |
| 7. Box-Net Removals | | | | | | | | |
| | Round 1 | | | | | | | |
| | Bait for 4 days (2 people, 4 days, 2h per day) | 8 | 2 | 95 | 190 | \$1,520 | | |
| | Install 4 nets | 10 | 4 | 95 | 380 | \$3,800 | | |
| | set nets | 6 | 2 | 95 | 190 | \$1,140 | | |

| | | | | | | | | |
|-----------------------------|---|---|---|----|-----|---------|----------|----------|
| | Trip nets | 2 | 2 | 95 | 190 | \$380 | | |
| | Remove fish from nets | 8 | 4 | 95 | 380 | \$3,040 | | |
| | Carp disposal | | | | | \$300 | | |
| | | | | | | | \$10,180 | |
| | Round 2 (same as Round 1 minus net install) | | | | | \$6,380 | | |
| | | | | | | | \$6,380 | |
| | Round 3 (same as round 2) | | | | | \$6,380 | | |
| | | | | | | | \$6,380 | |
| | | | | | | | | |
| | | | | | | | | |
| | Net uninstall and clean up | 8 | 6 | 95 | 570 | \$4,560 | \$4,560 | |
| | Bait | | | | | \$1,500 | \$1,500 | |
| | | | | | | | | |
| <i>Box-netting Subtotal</i> | | | | | | | | \$29,000 |

**AGREEMENT BETWEEN
RICE CREEK WATERSHED DISTRICT
and AllWaysFish**

**On-Site Support and Maintenance of NEPTUN &
NEMO Systems, Rice Creek / Long Lake Site, 2023**

This Agreement is entered into between the Rice Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (RCWD), and AllWaysFish., a private business incorporated under the laws of Poland and with principal business address Ul. Stawowa 11L, 55-095 Domaszczyn, POLAND ("CONSULTANT"). CONSULTANT is certified to transact business in the State of Minnesota under Minnesota Statutes chapter 303, with a registered agent established. In consideration of the mutual terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, RCWD and CONSULTANT agree as follows:

1. Services

CONSULTANT will provide on-site testing and maintenance of existing ProCom NEPTUN and NEMO Electric Guidance System and Aggregation System ("Systems"), provide mechanical and electrical verification of the NEPTUN (electronic guidance system) and NEMO (electric aggregation system) systems in the spring of 2023 during carp migration, and perform the work described as the "Main Scope" in the 2/2/2023 Commercial Proposal provided by CONSULTANT, attached as Attachment A (all together, the "Services"). The "Extended Scope" work described in in the Proposal will not be performed, and is not part of this agreement. Attachment A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. In the event of specific conflict between Attachment A and this Agreement, the Agreement will control. RCWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. In the event of such suspension of amendment, CONSULTANT will be compensated for services provided, and for further sums owed, in accordance with Paragraphs 5 and 6. The Services are subject to the following terms:

a. On-Site testing, verification, and maintenance

CONSULTANT will test and verify existing NEPTUN and NEMO ProCom Systems in the Spring of 2023, including positioning electrode arrays, testing the in-stream electrical field, equipment calibration and adjustments, and other necessary maintenance to ensure maximum efficiency of the Systems. CONSULTANT will be on-site for a minimum of 7 days at RCWD's Rice Creek/Long Lake site during the spring carp migration period in 2023.

CONSULTANT understands that the Systems will be in a location on public recreational land to which members of the public may have access. As between CONSULTANT and RCWD, CONSULTANT is knowledgeable as to performance as well as any safety and operational considerations related to electrical, physical or other features of the System.

Accordingly, CONSULTANT warrants the design as provided in section 4, below, and will include with its design a description of such considerations, as well as installation and maintenance practices for the purpose of limiting any described safety or operational risks.

RCWD will be responsible to provide lockable storage boxes and any other support elements not requiring specialized expertise, supply electrical power, and acquire all approvals required to install and maintain the Systems. RCWD will provide non-specialized assistance at CONSULTANT's direction. RCWD and CONSULTANT will coordinate scheduling to overlap with spring carp migration.

Furthermore, regarding security matters, RCWD will be responsible to install fencing in the immediate vicinity of the site where the electric barrier will be installed. RCWD will install warning signage to inform third persons about the electric field in the water and that it is prohibited to approach the barrier. RCWD will design and install fencing, warning and any related measures as it judges proper to implement CONSULTANT's guidance under paragraph 1.a, above.

b. Remote monitoring and troubleshooting

CONSULTANT will provide remote support for the existing systems. RCWD will provide internet connection via Verizon Wireless, with dedicated IP address. The support will be provided through 2023, focusing on the spring carp migration season.

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 should be construed to constitute CONSULTANT as the agent, representative or employee of RCWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor will not be considered employees of RCWD and are not 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. Written consent to any subcontracting will not relieve CONSULTANT from its responsibility to perform the Services or any part thereof, nor in any respect its warranty, insurance, indemnification, duty to defend or release with respect to the Services. CONSULTANT will incorporate this Agreement in any assignment, subcontract or transfer agreement.

4. Duty of Care and Indemnification

a. CONSULTANT will perform design, commissioning, verification and support Services in accordance with due professional care and warrants that the Systems as designed are merchantable and fit for the use as described by RCWD pursuant to paragraph 1.a, above.

b. CONSULTANT will perform all Services with ordinary due care.

c. CONSULTANT will indemnify and release RCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature, including reasonable attorney fees, to the degree they are the result of CONSULTANT's or a subcontractor's professional or ordinary negligence or other action or inaction by CONSULTANT or a subcontractor that is the basis for CONSULTANT's or the subcontractor's liability in law or equity.

d. RCWD will indemnify, defend and release CONSULTANT, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by RCWD that is the basis for RCWD's ordinary negligence or other action or inaction by RCWD that is the basis for RCWD's liability in law or equity.

e. Notwithstanding the preceding or any other term of this Agreement, RCWD waives no immunity in tort. This Agreement creates no right in and waives no immunity, defense or limitation on liability with respect to CONSULTANT or any third party.

5. Compensation

RCWD will compensate CONSULTANT for the Services in United States dollars in accordance with the fee amounts for item No 1, Section 3 in Attachment A. Prices stated in Attachment A include all costs whatsoever in providing the Systems and performing the Services, except as Attachment A explicitly states otherwise. Total compensation for the Services will not exceed \$8,800, without written authorization from the District.

With respect to any other direct costs for which the District is responsible under this Agreement, if any, the District will pay actual cost based on CONSULTANT's invoice.

Payment for undisputed Services will be dispatched within 30 days of receipt of invoice pursuant to pay transmittal instructions of the CONSULTANT representative identified in section 13, below, with CONSULTANT bearing any transaction costs thereof.

CONSULTANT will maintain all records pertaining to the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized representative of RCWD or the State Auditor may examine, audit, and copy any such records.

6. Term and Termination

This Agreement is effective when fully executed by the parties and remains in force until

December 31, 2023, 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 services CONSULTANT is 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 if termination is due to CONSULTANT's breach of this Agreement.

7. 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, does not waive or relinquish the 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 the party's consent or approval to any subsequent similar act by the other.

8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

- A. General Liability: \$1.5 million each occurrence and aggregate, covering both CONSULTANT's work and completed operations on an occurrence basis and including contractual liability.
- B. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

The underwriter of each policy will hold a Minnesota Department of Commerce certificate of authority covering the policy type issued. CONSULTANT will not commence work until it has filed with RCWD a certificate of insurance clearly evidencing the required coverages and naming RCWD and Ramsey County as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's work and completed operations as primary coverage on a noncontributory basis. The certificate will name RCWD as a holder and will state that RCWD will receive written notice of policy change under the same terms as CONSULTANT.

9. Compliance with Laws

CONSULTANT will comply with the laws and requirements of all national, state, local and other

governmental units in connection with its performance under this Agreement. CONSULTANT is responsible to hold all registrations, certificates, licenses, permits and other rights necessary to fulfill this Agreement in accordance with the laws of the United States and the State of Minnesota.

10. Materials

All documents provided to CONSULTANT by RCWD, including documents in hard and electronic copy, software, and all other forms, are the property of RCWD. On termination of the agreement, CONSULTANT may maintain a copy of some or all of said 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.

RCWD acknowledges that CONSULTANT's design methods, plans and specifications, and other work products are instruments of professional service. Nevertheless, RCWD has an unlimited, non-exclusive license to receive, possess, reproduce and use all plans and specifications and other documents, such as but not limited to permit files, engineering reports and other materials, produced or acquired by CONSULTANT to perform the Services. RCWD will release, indemnify and defend CONSULTANT from all damages, claims, expenses and losses arising out of its reuse of said documents outside of the scope of use of this Agreement without CONSULTANT'S written authorization.

11. Data Practices; Confidentiality

The Minnesota Data Practices Act applies to this Agreement as set forth at Minnesota Statutes §13.05, subdivision 11.

12. Continuation of Obligation

It is understood and agreed that insurance obligations; warranties; duties of care, releases and obligations to defend and indemnify; and document retention requirements will survive completion of the Services and the term of this Agreement.

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:

Administrator
Rice Creek Watershed District
4325 Pheasant Ridge Drive
Suite 611
Blaine, MN 55449-4539 USA

RCWD-AllWaysFish.
Services Agreement

5 of 8

February 28, 2023

To AllWaysFish:

Emil Kukulski
Street: Stawowa 11L,
Post code: 55-095
info@allwaysfish.com
City: Domaszczyn, POLAND
Phone: +48 609 735 018

Registered Agent:
Registered Agents, Inc.
202 N Cedar Ave, Ste #1
Owatonna, MN 55060

The RCWD or CONSULTANT representative may in writing designate another individual to receive communications under this Agreement. A CONSULTANT change of registered agent will be effective only as evidenced by a revised certificate of authority issued by the Minnesota Secretary of State and transmitted to RCWD.

14. Choice of Law, Venue and Jurisdiction

This Agreement will be construed under and governed by the laws of the State of Minnesota and, in matters not governed by State law, of the United States. Venue and jurisdiction for any action under this Agreement will lie in Anoka County, Minnesota.

15. 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 execution of an amendment will be valid only with approval of the RCWD Board of Managers.

16. Time Is of the Essence

Time is of the essence in the fulfillment of the terms of this Agreement.

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

AllWaysFish

By_____

Its_____

Date_____

**RICE CREEK
WATERSHED DISTRICT**

By_____

Its_____

Date_____

ATTACHMENT A
AllWaysFish Commercial Proposal
February 2, 2023

Commercial proposal

No. OF1/02EG2023

Date: 2.02.2023

For:

Matt Kocian

Rice Creek Watershed District

Offer title:

The on-site support and maintenance of NEPTUN & NEMO systems - in Rice Creek Long Lake site - 2022.

Prepared by:

Emil Kukulski

AllWaysFish

Mobile: +48 609 735 018

Email: info@allwaysfish.com

1. WHO WE ARE?

The AllWasFish organization has been set up to provide professional service and support our clients all of the world in environmental protection by focusing on the fish protection. Our innovative technology influences fish behavior thus it can help them avoid a dangerous zone, traps and guide fish into right direction during biological migration.

AllWaysFish electric barriers can be applied among others:

- hydropower plants
- industrial water intakes
- fish farms
- effective tool to block spreading invasive species.

This valuation has been drawn up on the basis of knowledge and experience gathered within last 14 years taking part in execution of dozens projects related to fish protection subject.

2. SCOPE DESCRIPTION

Main scope:

AllWaysFish shall be responsible for:

- Mechanical and electrical verification of the NEPTUN (electronic guidance system) and NEMO (electric aggregation system) systems on the beginning of 2023 spring campaign. Minor system maintenance and repair to ensure both systems are fully functional and ready for use. Measurement of the electric field, configuration and calibration both systems to reach high performance and effectiveness.
- 7 days on-site availability to improve and support 2023 spring campaign leaded by Carp Solution.

Extended scope:

The enlargement of existing electric barrier deployed in Rice Creek at the Long Lake site by another two lines of electrodes. The additional rows of electrodes will give two benefits and functionalities:

1. Enclose and keep carps close to the main electric barrier when migrate.
2. Significantly increase the number of carps that goes to the trap.

It will be test system therefore we propose to use materials and components from the electric barrier system designed for Hodgson Road site. This approach will reduce venture costs to minimum and gives opportunity to adopt parts not use any more.

The following will be used to build the system:

- The NEMO unit from Hodgson Road site,
- The two rows electrodes with cables and floats from Hodgson Road site,
- The NEMO unit – will be interchangeably used for aggregation system

- New cables, connectors...
- New junction box for manual control of the new built system.

RCWD RESPONSIBILITIES

The RCWD shall provide or otherwise arrange for the following:

- support and help, if necessary, in taking the electrodes arrays (electric barrier) out from the water and after either maintenance, repair (This might be required only in case of serious damages identified in spring 2022),
- provide an access to the work sites,
- delivery of the electrode arrays to the RCWD shop for remanufacturing – extended scope
- arrangement of CarpSolution support (two workers for 5 days) for remanufacturing old electrodes, adopt them into new system and support in installation of the new system into the water.

3. OFFERED PRICE

| No. | Name | Price |
|-----|--|------------|
| 1 | Electric Barrier and Aggregation System maintenance 7 days of support in 2023 Spring campaign | 8 800 USD |
| 2 | Extended scope: <ul style="list-style-type: none"> - Design of the new solution - Enlargement of existing electric barrier - Materials: cables, junction box, connectors - Commissioning, calibration and test of the new idea | 12 800 USD |



The above quotation includes:

- Travel, labor and accommodation costs of AllWaysFish representative during the spring support and electrode array replacement work.
- Insurance - General liability: \$1 million each occurrence and aggregate.

The proposed quotation does not include either CarpColution or other resources costs engagement.

4. PAYMENT TERMS

3,000 USD – advance payment in case of extended scope only – payment deadline: one week after signing agreement.

8,800 USD - after completion of 2022 spring campaign, no later than 30th April 2023.
Payment deadline: four weeks.

9,800 USD - after completion of extended scope – payment deadline: four weeks.

The invoice payment will be made by bank transfer to the bank account of NGS Emil Kukulski within 30 days from the date of receipt of the invoice by the Ordering Party,

5. COMPLETION DATE

Completion date of the Offer subject will be mutually agreed with Ordering Party in reference the weather condition and Common Carp spring migration time. The date should be mutually agreed at least 10 days in advance of first day of service in order to arrange travel.

Ordering Party will not claim any compensation if the scope of the offer is not executed on declared time, due to the either local or global restrictions related with COVID-19.

6. GUARANTEE

There will be a 12 months guarantee on the subject of the Offer from the date of service completion.

7. OFFER VALIDITY

The Offer validity period shall be 30 days from the submission date.

Offer Approver


NGS EMIL KUKULSKI
ul. Sławowa 11L, 55-095 Domaszczyn
NIP: 9591424818 REGON: 022345443
tel. +48 609 735 018
e-mail: info@allwaysfish.com

NOTE

This document contains CONFIDENTIAL INFORMATION constituting intellectual property and company secret of NGS EMIL KUKULSKI or of a third party - transferred to NGS EMIL KUKULSKI in the course of execution of the investment.

This document contains CONFIDENTIAL INFORMATION protected by law and was provided to the Recipient solely for the purpose for which it was prepared. It is not permitted to transmit it or its contents, in whole or in part, to any third party without prior written consent. After the Recipient has used all hardcopies and electronic copies in accordance with their intended use, the Recipient shall immediately destroy them or return them to NGS EMIL KUKULSKI

ITEMS REQUIRING BOARD ACTION

2. HEI Task Order 2022-018, Karth Lake Level Rating Curves
(Matt Kocian)

MEMORANDUM

Rice Creek Watershed District

Date: March 1, 2023
To: RCWD Board of Managers
From: Matt Kocian, Lake and Stream Program Manager
Subject: HEI Task Order 2022-018, Karth Lake Level Rating Curves

Introduction

Seeking Board approval for HEI Task Order to model Karth Lake water levels.

Background

Karth Lake, located in the City of Arden Hills, has no natural outlet. The City of Arden Hills operates a pump during high water periods, moving overflow water to the south and west. The Karth Lake Improvement District (KLID), comprised of lake residents, have concerns about fluctuating water levels and shoreline erosion. The KLID approached the District, seeking guidance for improved pump operation, with the goal of decreasing lake level bounce. District staff and HEI propose to assist the KLID and the City of Arden Hills by providing a model, as a tool for optimizing pump operation. The model would be developed using the RCWD's District-Wide Model and provided as a deliverable to the KLID and the City, along with a technical memo explaining how to use the model, model inputs, and limitations. HEI has developed a Task Order for this work, attached here.

Staff Recommendation

Staff recommend proceeding with the HEI Task Order. This is an efficient use of the RCWD's District-Wide Model to assist District partners with better managing water levels and decreasing shoreline erosion. Funds would come from the approved 2023 budget – specifically the Southwest Urban Lakes budget. The Southwest Urban Lakes budget is used to implement project identified in the Southwest Urban Lakes Study. The Southwest Urban Lakes Study *Management Action Plan* for Karth Lake identified several locations where shoreline erosion is a problem; decreasing lake level bounce would benefit shoreline stability.

Proposed Motion

Manager _____ moves to authorize the Administrator to execute the HEI Task Order 2022-018, to develop Karth Lake Level Rating Curves, for an amount not to exceed \$5,000.00. The Administrator is further authorized to execute contract amendments up to 20% of the contract amount (\$1,000.00).

Attached:

HEI Task Order 2022-018, Karth Lake Level Rating Curves

SCOPE OF SERVICES



Task Order No. 2022-018
Rice Creek Watershed District



Karth Lake Level Rating Curves

RCWD Administrative Information:

Account No.: 60-24

Account Name: Southwest Urban Lakes Implementation

Houston Engineering Project No.: R005555-0338

Task Order Purpose:

The task order purpose is to develop a basic spreadsheet calculation model for the pumping operations of Karth Lake. The spreadsheet model will be delivered to the Karth Lake Improvement District (KLID) for their use in developing pumping and lake level management metrics.

Professional Services Rendered:

HEI intends to provide the following professional services during the completion of this Task Order:

1. Verify storage curve for Karth Lake. Bathymetry data will be added to the storage curve if KLID can provide the bathymetry data.
2. Review pump rating curves for the existing Karth Lake pumps supplied by KLID.
3. Extract Karth Lake inflow data from the existing DWMP XPSWMM model.
4. Develop a spreadsheet calculation model (Model) for simulating various scenarios based on inflow volume, available storage volume, pump rating curves, and various on/off elevations for the pumping operations.
5. Draft a technical memorandum explaining how to use the Model, the Model inputs, and limitations of the Model.
6. Two (2) coordination meetings (virtual) with KLID and/or RCWD.

Deliverables:

The deliverables for the Task Order include:

- Spreadsheet calculations model (Model) for Karth Lake pumping scenarios
- Draft and final technical memorandum

SCOPE OF SERVICES



Task Order No. 2022-018
Rice Creek Watershed District



Karth Lake Level Rating Curves

Schedule and Compensation:

HEI will perform the professional services identified above on a time and materials basis up to the not-to-exceed amount of **\$5,000**. HEI shall not exceed this amount for the completion of this work without prior authorization from the District Administrator. The work will be completed no later than **May 15, 2023**.

Assumptions:

The estimated compensation for the execution of the tasks identified within the "Professional Services Rendered" section of this Task Order is based upon the following assumptions:

1. KLID will supply rating curves for the pumps
2. Existing data from the DWMP will be used to develop the Model. No new XPSWMM model simulations will be required.
3. HEI will not develop metrics for the lake level management or pumping operations
4. Maximum of 2 virtual meetings with KLID and/or RCWD

SIGNATURES:

The services described by this Task Order are being provided in accordance with the Professional Services Agreement between the Rice Creek Watershed District and Houston Engineering dated May 14, 2008, as amended and extended. This **Task Order** shall be effective **February 15, 2023** as authorized by the signatures of representatives of the Rice Creek Watershed District and Houston Engineering, Inc.

Rice Creek Watershed District

By: _____

Name: Nick Tomczik

Title: Administrator

Date: _____

Houston Engineering, Inc.

By: 

Name: Chris Otterness

Title: District Engineer

Date: February 27, 2022

ITEMS REQUIRING BOARD ACTION

3. City of Centerville Minimal Control Measures 4 Joint Powers Agreement Amendment (Terrence Chastan-Davis)

MEMORANDUM
Rice Creek Watershed District

Date: February 28, 2023
To: RCWD Board of Managers
From: Terrence Chastan-Davis, Technician/Inspector
Subject: RCWD – City of Centerville MCM 4 JPA Amendment

Introduction

The District's Joint Powers Agreement (JPA) with the City of Centerville requires an amendment to extend the partnership through 2023.

Background

On August 11, 2021, the City of Centerville and RCWD executed an JPA to assist in meeting mutual MS4 (Municipal Separate Storm Sewer System) Minimum Control Measures (MCM) 4 requirements. This JPA was designated as a pilot program that would increase government efficacies and foster site compliance for erosion and sediment control.

After two active construction seasons, several sites routinely inspected, and a few instances where compliance pressure was needed, the program has been a success. The JPA term expired on December 31, 2022. District staff reached out to the City with interest in extending the JPA term through 2023. The City of Centerville expressed interest in extending the agreement. Included with the term extension amendment, RCWD proposed a rate increase to \$60 per hour to offset District costs. To continue the JPA partnership, the agreement requires a term amendment for inspections through 2023. The City Council approved and signed the JPA Amendment, which is ready for Board consideration.

Staff Recommendation

Staff recommend that the RCWD Board of Managers approve the JPA Amendment between the RCWD and the City of Centerville.

Board Action

Proposed Motion: Motion by Manager _____ and seconded by Manager _____ to approve the amended joint powers agreement for a MS4 MCM 4 partnership extension with the City of Centerville.

Attachments

- First Amendment to the RCWD-City of Centerville MCM 4 JPA
- RCWD – City of Centerville MCM 4 JPA

**FIRST AMENDMENT to
JOINT POWERS AGREEMENT**

RICE CREEK WATERSHED DISTRICT and CITY of CENTERVILLE

The Rice Creek Watershed District (RCWD) and the City of Centerville ("Centerville") entered into a joint powers agreement titled "Coordinating Site Erosion & Sediment Control Programs and MS4 Compliance for Minimum Control Measure 4" (JPA) on August 11, 2021. The RCWD and Centerville wish to extend the JPA, and therefore enter into this Amendment.

The JPA hereby is amended as follows:

1. The parties affirm and ratify that notwithstanding Section C of the JPA, the JPA has remained in effect continuously and at all times from January 1, 2023 to the present.
2. Section C is amended to extend the JPA term from December 31, 2022 to February 28, 2024.
3. In paragraph D(b), the rate of compensation is amended to \$60 per hour for all services provided on or after January 1, 2023.
4. The first sentence of paragraph D(d) is amended to state: "The District will provide up to 300 hours of inspection and compliance services to the City under this agreement."
5. All other terms of the JPA remain in full force and effect.

Wherefore, this Amendment is duly executed on the last date written below.

CITY of CENTERVILLE

D. Love, Mayor

Date:

RICE CREEK WATERSHED DISTRICT

Michael Bradley, President

Date:

**JOINT POWERS AGREEMENT
City of Centerville and Rice Creek Watershed District**

**Coordinating Site Erosion & Sediment Control Programs
and MS4 Compliance for Minimum Control Measure 4**

A. PARTIES

This joint powers agreement ("Agreement") is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D ("District"), and the City of Centerville, a Minnesota municipal corporation ("City").

B. PURPOSE

WHEREAS the City and the District have a mutual interest in protecting soil resources and preventing pollution of surface waters;

WHEREAS the City and the District each have the authority to regulate the disturbance of vegetative cover and soils for construction and other purposes, and exercise this authority through permitting, site monitoring and enforcement;

WHEREAS the City and the District also are permittees as Small Municipal Separate Storm Sewer Systems (MS4) under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) permit program, and under that permit must develop, implement, and enforce a program to limit erosion and sediment discharge from construction sites, designated as Minimum Control Measure (MCM) 4;

WHEREAS the NPDES MS4 permit allows two permittees with jurisdiction over the same area to cooperate by agreement in meeting MCM 4 requirements;

WHEREAS to increase cooperation, gain cost and other efficiencies, and provide for mutual compliance with MS4 obligations, the City and the District desire to partner on erosion and sediment control program implementation.

THEREFORE, in consideration of mutual promises set forth herein, and intending to be legally bound, the District and the City agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement is from August 12, 2021 to December 31, 2022, unless terminated earlier as provided herein.

D. SCOPE OF SERVICES

- a. **DISTRICT RESPONSIBILITIES:** During the construction season, the District will inspect active private construction sites within the City of which the City has informed the District under paragraph b, below. The District will provide the City copies of inspections reports detailing inspection actions, site conditions, and directives communicated to site representatives. In performing inspection and oversight work under this agreement that fulfills City MCM 4 responsibilities, the District will conform its activities to the requirements of the MS4

general permit, and to the terms of the procedures and protocols it has developed pursuant to the mandate of the general permit. The activities of District representatives under this paragraph will be performed solely under the District's authority. As between the District and the City, the District will be solely responsible for the proper training and site conduct of those representatives.


- b. **CITY RESPONSIBILITIES:** The City will inform the District of sites subject to City MS4 MCM 4 permits. The City will compensate the District for providing services pursuant to this Agreement at a rate of \$55/hour.
- c. **MUTUAL RESPONSIBILITIES:** Each party will conduct inspections of active public construction sites within the City subject to its own permits and provide copies of inspection reports and related communications to each other. The parties will consult in noncompliance matters under paragraphs a and c, and each party will use its authorities, and support the similar effort of the other party, to best secure compliance and protect water resources.
- d. **SCOPE:** The District will provide up to 150 hours of inspection and compliance services to the City under this agreement. Services that support both District and City permit enforcement will be billed to the City at half time.
- e. **RECORDS:** The District and the City, on request of the other party, will share permit compliance and enforcement documents related to sites under this Agreement, consistent with the terms of the Minnesota Data Practices Act.

E. MISCELLANEOUS

- a. **EMPLOYEES.** The City and the District represent that they have the personnel and resources to fulfill their responsibilities under of this Agreement.
- b. **INDEMNIFICATION.** Neither party under this Agreement assumes responsibility for the acts or omissions of the other within the meaning of Minnesota Statutes §471.59, subdivision 1a. Each party will hold the other harmless, and indemnify it, against any and all damages, liabilities, and costs (including reasonable attorney fees) to the extent resulting from its own negligent act or omission in its performance of this Agreement. Nothing in this Agreement diminishes, with respect to any third party, any immunity, defense or liability limit that the City or the District may enjoy under law.
- c. **DATA PRIVACY.** The parties will comply with the Minnesota Data Practices Act in their performance of this Agreement. Each party will consult with the other party before releasing data received from the other party that may be subject to a not-public classification.
- d. **EFFECTIVE DATE.** This Agreement is effective on the date it has been signed by the authorized representative of each party.
- e. **TERMINATION.** Either the City or the District may terminate this Agreement with or without cause by giving the other party thirty days written notice.

IN TESTIMONY WHEREOF the parties have executed this agreement by their duly authorized officers.

CITY OF CENTERVILLE

By:  John

Its: Mayor

Date: 8/2/2021

RICE CREEK WATERSHED DISTRICT

By: 

Its: President

Date: 8-11-2021

CITY OF CENTERVILLE REQUEST FOR COUNCIL ACTION



| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------------------|---|-------------------------------------|-------------------------------------|---|------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------|-------------------------------------|--------------------------|------|-------------------------------------|--------------------------|--------|---|--|------------|-----------|----------|---------|----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item # XI.5 | Department: Engineering | Requested Council Meeting Date: July 28, 2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TITLE OF ISSUE: Rice Creek Watershed District Erosion Control Inspection Pilot Program | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BACKGROUND AND SUPPLEMENTAL INFORMATION: <p>For several years, the city has been looking at ways to reduce the duplication of efforts between RCWD and the City. Both entities are responsible for Erosion and Sediment Control (ESC) under our respective Minnesota Separate Storm Sewer Systems (MS4) Permits. There are 6 Minimum Control Measures (MCMs) in the MS4 permit. This proposed pilot program would have RCWD perform the required inspections under MCM 4 for both the city and RCWD. In short, instead of having both a city inspector and a RCWD inspector looking at silt fences on any given project, we would just have RCWD. Typically, the city's consultant handles these duties at a rate of around \$130/hr. These costs are passed on to the developers. With this program, RCWD would bill the city \$55/hr. The city would then pass this cost onto the developer instead. The result is a win-win: reduced costs to our developers and increased revenues to RCWD. If this works, we would look at other MCMs.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COST AND SOURCE(S) OF FUNDING: No direct cost to the city; only pass through costs (which will be less than current costs) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REQUESTED COUNCIL ACTION: Motion to authorize execution of the Joint Powers Agreement with Rice Creek Watershed District for Coordination of Erosion and Sediment Control Inspections. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For Clerk's Use: Motion By: <u>King</u> Second By: <u>Koski</u> Vote Record: <table style="display: inline-table; vertical-align: middle;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Love</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Koski</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Lakso</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>King</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Mosher</td> </tr> </table> | Aye | Nay | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Love | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Koski | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Lakso | <input checked="" type="checkbox"/> | <input type="checkbox"/> | King | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mosher | SUPPORTED DOCUMENTS ATTACHED <table style="width: 100%; text-align: center;"> <tr> <td>Resolution</td> <td>Ordinance</td> <td>Contract</td> <td>Minutes</td> <td>Plan Map</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Draft Agreement</u> | | Resolution | Ordinance | Contract | Minutes | Plan Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye | Nay | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Love | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Koski | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Lakso | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | King | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mosher | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Resolution | Ordinance | Contract | Minutes | Plan Map | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administration Department Use: <table style="width: 100%;"> <tr> <td style="width: 50px; text-align: center;"><input type="checkbox"/></td> <td>Consent</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Regular</td> </tr> </table> | <input type="checkbox"/> | Consent | <input checked="" type="checkbox"/> | Regular | <table style="width: 100%;"> <tr> <td style="width: 50px; text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Tabled Until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table> | | <input type="checkbox"/> | Refer to: _____ | <input type="checkbox"/> | Tabled Until: _____ | <input type="checkbox"/> | Other: _____ | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Consent | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | Regular | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | Tabled Until: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | Other: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

ITEMS REQUIRING BOARD ACTION

4. Board Bylaws Amendment and Delegation of Disbursement Authority (Nick Tomczik)

MEMORANDUM

Rice Creek Watershed District

Date: March 1, 2023
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Board Bylaws Amendment and Delegation of Disbursement Authority

Introduction

The Board of Managers is undertaking to amend its Bylaws and delegate to the administrator certain check signing and disbursement authority, to be efficient and functional in addressing the District's accounts payable.

Background

The January 9th workshop included notice to the Board for Bylaws amendment and discussion regarding the District's processing of operational and administrative expenditures within its accounts payable. These District expenditures are currently processed by electronic means to avoid late payment penalties and adhere to electronic payment protocols. These payments are reported as paid under the following District check register with corresponding payment date, for Board and public information.

The current processing of operational and administrative payments requires language updates to the Board's Bylaws and the Accounting, Funds Management and Investment Manual ("Manual"). The Bylaws would be amended to allow the Board to delegate to the District Administrator specific authority to sign checks and authorize disbursements. The Manual then would be amended to delegate this authority for certain categories of operational and administrative expenditures, within the Board-approved budget. The authorized payments and disbursements are primarily to maintain facilities and equipment, administer human resources, and protect assets. On January 9, the Board by majority consensus agreed to bring the proposed resolution to its February 8, 2023, meeting for Board action.

This item was on the Board's February 8th meeting agenda. As there was a bare quorum present, the item was postponed to the March 8 agenda.

Staff Recommendation

Staff recommends adoption of the resolution amending the Bylaws and Manual.

Proposed Motion

Manager _____ moves to approve Resolution 2023-02 seconded by Manager _____.

Attachment

Resolution 2023-02 - Amending bylaws and delegating certain signing and disbursement authority to the district administrator

RESOLUTION NO. 2023-02

**RICE CREEK WATERSHED DISTRICT
BOARD of MANAGERS**

**AMENDING BYLAWS and DELEGATING CERTAIN SIGNING & DISBURSEMENT AUTHORITY TO
THE DISTRICT ADMINISTRATOR**

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

WHEREAS the Rice Creek Watershed District (“District”) Bylaws, at Section V.6, states: “All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of RCWD shall be signed by two members of the RCWD Board of Managers.”

WHEREAS the District maintains an Accounting, Funds Management and Investment Manual (“Manual”) that specifies authority and procedures for receiving revenues, disbursing payments, maintaining accounts and managing District funds;

WHEREAS the Manual describes the procedure by which payments due are brought before the District Board of Managers (“Board”) for approval before they are disbursed;

WHEREAS the Board affirms the importance of reserving to itself the authority to approve District disbursements when that action implicates a District policy choice in pursuing its water resource goals, is meaningful to ensure District accountability for expenditures, or is legally mandated;

WHEREAS disbursements in the realm of District operations, in accordance with the approved budget and authorized contractual commitments, typically do not implicate policy judgments, are accountable in their regularity, and are not by law reserved to the Board, but rather are principally to maintain facilities and equipment, administer human resources, and protect assets;

WHEREAS District resources may be used efficiently and timely District payments ensured by placing disbursements that meet the above criteria within the authority of the District administrator;

WHEREAS in accordance with the Bylaws, on January 9, 2022 notice was given to all managers of a proposed amendment to allow the Board to delegate certain limited check-signing authority to the District administrator;

THEREFORE BE IT RESOLVED that Article V, Section 6 of the Bylaws is revised to read:

Article V, Section 6. AUTHORIZED SIGNATORIES BY MANAGERS: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of RCWD shall be signed by two members of the RCWD Board of Managers, except that the Board, by resolution, may delegate to the District Administrator the authority to sign checks and authorize disbursements for certain categories of operational or administrative expenditures within the Board-approved budget. Checks may be endorsed through electronic signature.

BE IT FURTHER RESOLVED that the Board of Managers hereby authorizes the District administrator, on behalf of the District, to sign and disburse payments within the approved budget and pursuant to an authorized contract, for the following:

- a. Office lease payments
- b. Utility service payments
- c. Equipment and vehicle lease payments and repair costs
- d. Auto, property, liability, and workers compensation insurance premiums
- e. Fringe benefits and other payroll related items
- f. Staff training fees, dues and subscriptions
- g. Employee reimbursements for prior-authorized purchases
- h. License and permit fees to governmental agencies
- i. Postal and publication fees and costs associated with giving notice in proceedings and official actions
- j. Debt service payments pursuant to bond or loan schedules

BE IT FURTHER RESOLVED that the Manual is amended to incorporate this authorization, and that the District administrator shall note this resolution in the Manual accordingly;

BE IT FURTHER RESOLVED that the District administrator will report to the Board monthly as to disbursements made under this authority; and

BE IT FINALLY RESOLVED that the District administrator shall bring any payment authorized here for Board approval when, in the administrator's judgment, it raises a question of policy, accountability, or legal compliance appropriate for Board consideration.

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"/> |
| ROBERTSON | <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: March 8, 2023

Jessica Robertson, Secretary

* * * * *

I, Jessica Robertson, 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 8th day of March 2023.

Jessica Robertson, Secretary

ITEMS REQUIRING BOARD ACTION

5. Check Register Dated March 8, 2023, in the Amount of \$45,196.78 Prepared by Redpath and Company

Rice Creek Watershed District
Check Register
February 23, 2023 - March 8, 2023
To Be Approved at the March 8, 2023 Board Meeting

| Check # | Date | Payee | Description | Amount | |
|--------------|----------|--------------------------------------|--------------------------------------|--------------------|---------------|
| 25008 | 02/22/23 | Marvin & Judie LaValle | Construction | \$13,000.00 | Paid 02/22/23 |
| 25009 | 03/08/23 | Association of Minnesota Counties | Training and Education | 585.00 | |
| 25010 | 03/08/23 | Carp Solutions, LLC | Professional Services | 1,000.00 | |
| 25011 | 03/08/23 | Career Enhancement Solutions | Professional Services | 2,283.75 | |
| 25012 | 03/08/23 | Comcast | Telecommunications | 505.11 | |
| 25013 | 03/08/23 | Iron Mountain | Professional Services | 196.13 | |
| 25014 | 03/08/23 | MADI | Training and Education | 250.00 | |
| 25015 | 03/08/23 | Metro Blooms | Contracted Services | 7,200.00 | |
| 25016 | 03/08/23 | Rymark | Equipment | 485.00 | |
| 25017 | 03/08/23 | Timesaver Off Site Secretarial, Inc. | Professional Services | 462.63 | |
| 25018 | 03/08/23 | U.S. Bank Equipment Finance, Inc. | Equipment Lease | 249.98 | |
| 25019 | 03/08/23 | Washington Conservation Dist. | Contracted Services | 562.75 | |
| 25020 | 03/08/23 | Zayo Group, LLC | Telecommunications | 1,243.89 | |
| Payroll | 03/15/23 | March 15th Payroll (estimate) | March 15th Payroll (estimate) | 26,195.11 | |
| EFT | 03/01/23 | Wex Bank | Vehicle Fuel | 41.89 | |
| EFT | 03/01/23 | Xcel Energy | Telecommunications | 13.40 | |
| EFT | 03/01/23 | Xcel Energy | Telecommunications | 14.39 | |
| EFT | 03/15/23 | Internal Revenue Service | 03/15 Federal Withholding (estimate) | 10,176.15 | |
| EFT | 03/15/23 | Minnesota Revenue | 03/15 State Withholding (estimate) | 1,876.00 | |
| EFT | 03/15/23 | Empower Retirement | 03/15 Deferred Compensation | 875.00 | |
| EFT | 03/15/23 | Empower Retirement | 03/15 Roth IRA | 215.00 | |
| EFT | 03/15/23 | PERA | 03/15 PERA (estimate) | 5,789.84 | |
| Total | | | | \$45,196.78 | |

ITEMS FOR DISCUSSION AND INFORMATION

1. Public Drainage System Inspectors 2022 Report and 2023 Forecasted Maintenance (Ashlee Ricci and Tom Schmidt)



MEMORANDUM

Rice Creek Watershed District

Date: February 28, 2023
To: RCWD Board of Managers
From: Ashlee Ricci, Public Drainage Inspector
Subject: 2022 Public Drainage Inspection Report

Introduction

The Rice Creek Watershed District as Drainage Authority (District) is responsible for the inspection and maintenance of the public drainage systems (Systems) within its boundary. Each year staff review the past year's highlights of work completed and the current year's recommended maintenance of public drainage systems with the Board.

Background

District staff have attached the 2022 annual inspection report and will provide a presentation highlighting some of 2022's minor maintenance work completed and a general list of upcoming anticipated work for 2023. Neither the past nor the current year's highlighted work is an exhaustive list but is instead a general overview of maintenance activities.

Attachment

- 2022 Public Drainage Inspection Report

**PUBLIC DRAINAGE SYSTEM
INSPECTION REPORT**

2022



Ashlee Ricci
RCWD Public Drainage Inspector

Rice Creek Watershed District

2022 Public Drainage System Inspection Report

The Rice Creek Watershed District, as the Drainage Authority for all public drainage systems within its boundary, is required by the Minnesota Board of Water and Soil Resources to report on drainage system activities, including inspections performed and buffer strips installed, for the previous year. This report both fulfills that requirement as well as provides the RCWD Board of Managers with a concise summary of the previous year's drainage system activities. The contents of this report will be used to plan for the upcoming year's maintenance activities and to provide for a predictable and orderly program of inspection and maintenance of the District's drainage assets.

Per Minnesota statute 103E.067:

The drainage authority shall annually submit a report to the Board of Water and Soil Resources for the calendar year including:

- (1) The number and types of actions for which viewers were appointed;*
- (2) The number of miles of buffer strips established according to section 103E.021;*
- (3) The number of drainage system inspections conducted; and*
- (4) The number of violations of section 103E.021 identified and enforcement actions taken. History: 207 c 57 art 1 s 111*

This information was submitted to the Board of Water and Soil Resources in January of 2023 per the above referenced statute.

In 2022, over 80 inspections on 15 total systems were performed. Ten systems had maintenance work performed on them. This report contains a summary of work completed in 2022 and recommendations from the Public Drainage Inspectors for maintenance projects for 2023.

Any questions or comments regarding the content of this report can be submitted to:

Ashlee Ricci

Public Drainage Inspector

Rice Creek Watershed District

4325 Pheasant Ridge Dr. NE, Suite #611

Blaine, MN. 55449

763-398-3082

aricci@ricecreek.org

RCWD Drainage System Inspection Schedule

| | | | | | | | |
|-----------------|-------------------------|--|------------|--------------|---------------------|------|------|
| <div>2023</div> | | <div>Inspection Type</div> <div><div></div>Level 1</div> <div><div></div>Level 2</div> <div><div></div>Level 3</div> <div>X in box means completed</div> | | | | | |
| | | Drainage System | Branch | System Type | Inspection Priority | 2022 | 2023 |
| | | ACD 10-22-32 | Main Trunk | Open Channel | High | X | |
| | | | Branch 1 | Open Channel | | | |
| | Branch 1a | Open Channel | | | | | |
| | Branch 2 | Open Channel | | | | | |
| | Branch 3 | Open Channel | | | | | |
| | Branch 4 | Open Channel | | | | | |
| | Branch 4a | Open Channel | | | | | |
| ACD 15 | | Open Channel | | | | | |
| ACD 25 | | Open Channel | | | | | |
| ACD 31 | Main Trunk and Branch 2 | Open Channel | High | X | | | |
| | Remaining Branches | Open Channel | | X | | | |
| ACD 46 | Main Trunk and Branch 3 | Open Channel | High | X | | | |
| | Remaining Branches | Open Channel | | X | | | |
| ACD 53-62 | Main Trunk | Open Channel | High | X | | | |
| | Branch 1 | Open Channel | High | X | | | |
| | Branch 2 | Open Channel | | | | | |
| | Branch 3 | Open Channel | | | | | |
| | Branch 4 | Open Channel | | | | | |
| | Branch 5 | Open Channel | | | | | |
| | Branch 5 Lateral 1 | Open Channel | | | | | |
| | Branch 5 Lateral 2 | Open Channel | | | | | |
| | Branch 6 | Open Channel | | | | | |
| ACD 55 | | Tile | | | | | |
| ACD 72 | | Tile | | | | | |
| ARJD 1 | Main Trunk | Open Channel | High | X | | | |
| | Branch 1 | Open Channel | | | | | |
| | Branch 2 | Open Channel | High | X | | | |
| | Branch 3 | Open Channel | | | | | |
| | Branch 4 | Storm Sewer | | | | | |
| | Branch 5 | Open Channel | | | | | |
| AWJD 3 | Main Trunk and Branch 3 | Open Channel | High | | | | |
| | Remaining Branches | Open Channel | | | | | |
| JD 4 | Main Trunk | Open Channel | High | | | | |
| | Main Trunk | Tile | | X | | | |
| | Branch 2 | Open Channel | | X | | | |
| | Branch 3 | Tile | | X | | | |
| | Branch 4 | Tile | | X | | | |
| RCD 1 | Main Trunk | Open Channel | | | | | |
| RCD 2 | | Open Channel | High | X | | | |
| | | Storm Sewer | | | | | |
| RCD 3 | | Storm Sewer | | | | | |
| RCD 5 | | Open Channel | | | | | |
| | | Storm Sewer | | | | | |
| RCD 4 | | Open Channel | | | | | |
| | | Storm Sewer | | | | | |
| RCD 8 | | Open Channel | | | | | |
| RCD 11 | Main Trunk | Open Channel | | | | | |
| RWJD 1 | Main Trunk | Open Channel | | | | | |
| WJD 2 | Main Trunk | Open Channel | High | X | | | |
| | Branch 1 | Open Channel | | | | | |
| | Branch 2 | Open Channel | | | | | |
| | Branch 3 | Open Channel | | | | | |
| | Branch 4 | Open Channel | | | | | |
| WJD 5 | | Tile | | | | | |
| WJD 7 | | Tile | | | | | |



WJD 2 Branch 2 Hugo

Left: looking
downstream from
137th Street N during
repair work.

Below: looking
upstream from 137th
Street N during
repair work.





WJD 2 Branch 2 Hugo

Left: temporary crossing needed for snowmobile access.

Below: snowmobile crossing installed before trails opened again.





Above: ACD 10-22-32 Branch 4 at Pine Street in Columbus, removed weir and excavation over pipeline completed with watchdog on-site.



Below: ACD 31 Branch 2 pipeline stabilization in Columbus. Coordinated with regulatory team for after-the fact permit and site stabilization.



Left: ACD 46 Branch
1 in Columbus.
Excavation of
accumulated
sediment and
beaver dams.
Organics in spoil
spread easily.

Below: WJD 5 tile
replacement
continues in Forest
Lake. Wettest
conditions pictured.





Left: ACD 53-62 main trunk excavation near Aveda in Blaine. Removed several newer and older beaver dams.

Below: RWJD 1 beaver dam before removal in White Bear Township. Residential stormwater pond connects to the ditch and backs up with high water levels in ditch.

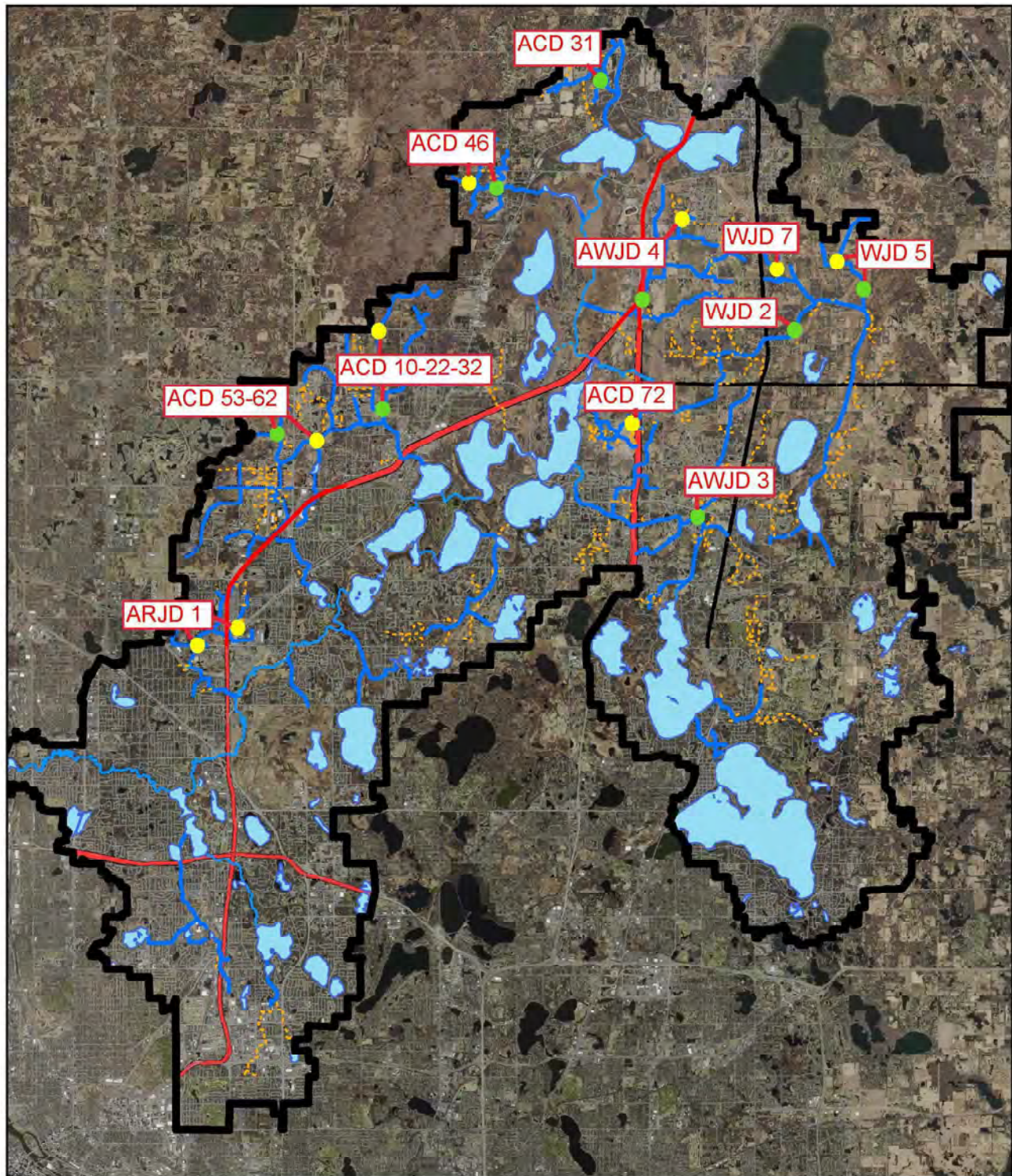


2023 Recommended Drainage System Maintenance*

(SUBJECT TO CHANGE)

- ACD 10-22-32
 - Culvert and wetland replacement plan on Main Trunk at Pine Street
- ACD 46
 - Branch 1 bank stabilization east of Zodiac Street NE
- ACD 53-62
 - Branch 1 excavation east of Lexington Ave to Main Street
- ACD 72
 - Branch 11 replacement of existing clay tile with HDPE
- ARJD 1
 - A – Main trunk tree & brush removal from County Road J to 93rd Ave.
 - B – Branch 2 excavation; Restwood Rd. to Flowerfield Rd. and Naples to 35W
- AWJD 4
 - Main Trunk and Branch 2 excavation and tree mowing north of 195th Street N
- WJD 5
 - Continue replacement of existing clay tile and system repair from outlet to County Road 50
- WJD 7
 - Main trunk replacement of existing clay tile with HDPE north of 190th St N
- Right-of-Way Maintenance (as possible based on weather and site conditions)
 - ACD's 10-22-32, 31, 46, 53-62
 - AWJD's 3, 4
 - WJD's 2, 5

*See attached map for general locations.



Legend

- | | |
|-----------------------------|--------------------------|
| Public Watercourse | Recommended Maintenance |
| Public Ditch | Right-of-way Maintenance |
| Private Constructed Channel | |
| Private Natural Waterway | |



ITEMS FOR DISCUSSION AND INFORMATION

3. District Engineer Update and Timeline



District Engineer - Monthly Project Report February 2023 Rice Creek Watershed District



Date Prepared:

28-Feb-23

Prepared by:

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 | \$70,123 | \$41,777 | N | 65.0% | 62.7% | Y | N/A | 31-Dec-22 | Tree clearing and grading work continues. |
| Ramsey County Hydrologic and Legal Boundary Review | Chris Otterness | \$35,000 | \$37,908 | (\$2,908) | N | 95.0% | 108.3% | N | N | 1-Jun-21 | HEI has completed a draft political boundary memorandum, which is being distributed to affected cities and WMOs. |
| MS4Front Annual Subscription and Implementation Services | Brian Fischer | \$16,000 | \$1,610 | \$14,390 | N | 16.7% | 10.1% | Y | N/A | 31-Dec-23 | Additional implementation efforts have been completed by HEI at District staff request. |
| GIS and Ditch Records Maintenance | Brian Fischer | \$16,000 | \$4,662 | \$11,338 | N | 16.7% | 29.1% | Y | N/A | 31-Dec-23 | HEI completes updates to various GIS layers utilized in MS4Front and DrainageDB. |
| 2022 Public Drainage Systems Level 2 and 3 Inspections | Chris Otterness | \$9,000 | \$5,686 | \$3,314 | N | 70.0% | 63.2% | 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 | \$84,182 | \$46,473 | \$37,709 | N | 55.0% | 55.2% | 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 | \$11,493 | \$23,507 | N | 35.0% | 32.8% | Y | N/A | 1-Oct-22 | A preliminary plan set and repair report have been developed for internal review |
| AWJD 3 Branches 1, 2, and 4 Engineering Design and Bidding | Chris Otterness | \$54,000 | \$15,712 | \$38,288 | N | 30.0% | 29.1% | Y | N/A | 31-Dec-22 | Draft construction plans have been completed for internal review. Project manual is under preparation. Coordination with DNR |
| ACD 10-22-32 Evaluation of Maintenance Alternatives | Chris Otterness | \$21,500 | \$13,026 | \$8,474 | N | 95.0% | 60.6% | Y | N/A | 31-Dec-22 | A memorandum evaluating maintenance alternatives has been completed and will be presented to the Board of Managers at the 2/6 workshop. |
| Hansen Park FEMA LOMR Modeling Support | Chris Otterness | \$9,800 | \$1,954 | \$7,847 | N | 20.0% | 19.9% | 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 | \$45,726 | \$121,774 | N | 30.0% | 27.3% | 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 | \$22,211 | (\$5,311) | N | 95.0% | 131.4% | N | N | 31-Jan-23 | HEI has completed meetings with the DNR and is developing models for submittal to FEMA |
| Centerville Lake WMD Alternative Assessment Methods | Chris Otterness | \$8,500 | \$2,201 | \$6,299 | N | 25.0% | 25.9% | Y | N/A | 28-Feb-23 | HEI is beginning to review alternatives for allocating WMD charges for Centerville Lake internal loading reduction |
| Comprehensive Wetland Protection and Management Plans Annual Reporting - 2022 | Chris Otterness | \$17,000 | \$12,324 | \$4,676 | N | 90.0% | 72.5% | Y | N/A | 6-Feb-23 | HEI has prepared a draft report of the CWPMP annual report for internal review. |

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 $\pm 5\%$.

**District Engineer
Monthly Progress Report (Actual & Estimated Progress)
Through February 2023**

