

	FEBRUARY							
ì	S	М	Т	W	Т	F	S	
					1	2	3	
l	4	_ 5	6	7	8	9	10	
l	11	12	13	14	15	16	17	
Í	18	19	20	21	22	23	24	
	25	26	27	28	29			

MARCH							
S	М	Т	w	Т	F	S	
					1	2	i
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	Ī
24	25	26	27	28	29	30	l
31							

## **RCWD BOARD OF MANAGERS WORKSHOP**

Monday, February 12, 2024, 9:00 a.m.

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

or via Zoom Meeting:

https://us06web.zoom.us/j/81181612965?pwd=mXgyiYuqn532P2jyJw4KkfT03NHfaB.1

Meeting ID: 811 8161 2965

Passcode: 734796

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 811 8161 2965

Passcode: 734796

## **Agenda**

## **ITEMS FOR DISCUSSION** (times are estimates only)

9:00	"Historic Permits" - Permit Program Update
9:45	Centerville Inspection Joint Power Agreement
10:00	RCWD Facilities Vegetation Maintenance
10:15	Citizen Advisory Committee Appreciation Protocols
10:30	Public Drainage Authority - As Constructed Subsequently Improved
	Condition Determination Process

Administrator Updates (If Any)

9:00 Historic Permits – Permit Program Update

## **MEMORANDUM**

## **Rice Creek Watershed District**



To: RCWD Board of Managers

From: Patrick Hughes, Regulatory Manager

Subject: "Historic Permits" – Permit Program Update

### Introduction

Staff are updating the Board on historic permits and the District's management of permit applications and issued permits. The District recently hired a Program Support Technician to, in part, review and report status of historic permits and verify procedures and protocols for regulatory management.

## **Background**

The term "historic permits" is defined in District Resolution 2011-08. At that time, historic permits were defined as those files with permit numbers from 2007 or earlier. In addition to this specific subset of permits, staff continuously manage all permit applications and all open issued permits. Staff recognize that three of the current members of the Board were not present for the last major "historic permit" update and expect the workshop presentation and discussion to be informative.

Project Support Technician, Abby Tekiela, was hired, in part, to develop and implement a renewed historic permit and permit management effort. Since becoming familiar with RCWD and its practices and procedures, Abby has reviewed the past efforts surrounding historic permits to determine what potential actions and changes may be necessary. Abby has been updating the MS4Front database/software to ensure the accuracy of data and updating the framework for historic permit closures.

Staff will share a presentation that outlines the background of historic permits, the progress that has been made, the current permit management practices that are in place, and the next steps for 2024.

### **Staff Recommendation**

Staff appreciate any manager feedback and the Board's continued support for regulatory efforts.

9:45 Centerville Inspection Joint Power Agreement

## **MEMORANDUM**

## **Rice Creek Watershed District**



To: RCWD Board of Managers

From: Terrence Chastan-Davis, Inspection Coordinator

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 into the future.

## **Background**

On August 11, 2021, the City of Centerville and RCWD executed an JPA to assist in meeting mutual MS4 (Municipal Separated Storm Sewer System) Minimum Control Measures (MCM) 4 requirements. This JPA was designated as a pilot program that would increase government efficiencies and foster site compliance for erosion and sediment control. The agreement has now reached a third term expiration mark.

After three active construction seasons, several sites routinely inspected, and a few instances where compliance pressure was needed, the program has continued to be a success. Recently, District staff met with the City and both parties are interested in continuing the agreement into the future. We recognize there are mutual benefits for public and private erosion control compliance with the continuation of this agreement. The drafted amended agreement currently has two notable changes: a two-year automatically renewing agreement term and the utilization of the District's administration fee schedule for rate billing. The current rate of \$60 per hour to offset District costs would remain in effect and only be adjusted if there are amendments to the administration fee schedule via Board action.

### **Request for Board Consensus**

The Board to consider and comment on the redline draft RCWD-Centerville MCM 4 JPA Amendment.

### **Attachments**

- Redline draft of the RCWD-Centerville MCM 4 JPA Amendment (second amendment)
- First Amendment to the RCWD-City of Centerville MCM 4 JPA
- RCWD City of Centerville MCM 4 JPA

# 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 desireentered into a joint powers agreement ("preceding JPA") effective August 12, 2021, to partner on erosion and sediment control program implementation, which JPA has remained in effect to the present, and:

WHEREAS the City and the District wish to continue their cooperation, but with certain adjustments regarding invoicing and JPA expiration;

**THEREFORE**, in consideration of mutual promises set forth herein, and intending to be legally bound, the District and the City agree as follows, which agreement hereby supersedes the preceding JPA, which is no longer of effect:

### C. TERM OF AGREEMENT

The term of this Agreement is from August 12, 2021 to December 31, 2022 February 29, 2024 to December 31, 2025, and will renew automatically thereafter for additional two-year terms unless and until 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 of the applicable hourly rate(s) \$5560/hourstated in the District's administration fee schedule, as the District Board of Managers may adjust. The parties by amendment to this agreement may adjust this rate from time to time. The District will invoice the City quarterly but, on City request, will invoice the City promptly for all services performed with respect to a specific site.
- 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 <u>150[insert]200</u> hours of inspection and compliance services <u>fper calendar year</u> 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 of 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	RICE CREEK WATERSHED DISTRICT
Ву:	Ву:
Its:	lts:
Date:	Date:

## 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.

Date: 2/24/2023

- 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

Walkate: 3/8/2023 RICE CREEK WATERSHED DISTRICT

Michael Bradley, President

## 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 of 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:  By:	RICE CREEK WATERSHED DISTRICT  By:
Its: Mayor	Its: <u>President</u>
Date: 8/2/2021	Nate: 8-11-2021

## CITY OF CENTERVILLE REQUEST FOR COUNCIL ACTION



Agenda Item #	Department:			ouncil Meetir	ng Date:		
XI.5	Engineering	and the same	July 28, 20	21			
TITLE OF ISSUE:						:	
Rice Creek Watershed D	istrict Erosion Control Insp	pection Pilot	Program				
BACKGROUND AND	SUPPLEMENTAL INFO	RMATION	B				
BACKGROUND AND SUPPLEMENTAL INFORMATION:  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 Seperate 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.							
COCE AND COMPONE	C) OF FUNDANC.						
COST AND SOURCE	•						
No direct cost to the city;	only pass through costs (v	which will be	less than cu	rrent costs)			
REQUESTED COUNC	IL 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:		SUPPORTED DOCUMENTS ATTACHED					
Motion By: King		Resolution	Ordinance	Contract	Minutes	Plan Map	
Second By: Koski	And the state of t						
X X X X	Love Koski Lakso King Mosher	Other (specify) Draft Agreement					
Administration Department	Refer to:						
Consent				CONTRACTOR SECURITION OF THE TOTAL OF THE TO			
Regular			WL	# 10 # 10 MIN TO NOTE / 1 M M			

# 10:00 RCWD Facilities Vegetation Maintenance

## **MEMORANDUM**

## **Rice Creek Watershed District**



Date: February 7, 2024

To: RCWD Board of Managers

From: Ashlee Ricci, Drainage & Facilities Manager
Subject: RCWD Facilities Vegetation Maintenance

### Introduction

The purpose of this memo is to provide the Board with an update on the vegetation maintenance of District Facilities.

## **Background**

The District owns or manages several District Facilities (Facilities). A few of the Facilities have obligations to maintain native vegetation regimes. Specific Facilities requiring native vegetation management: Brown's Preserve Wetland Mitigation Bank and the iron-enhanced sand filter projects in Hansen Park (New Brighton) and Bald Eagle Lake (White Bear Township).

Brown's Preserve: In 2020, the Board reviewed a long-term management plan for Brown's Preserve (2020-2030). The plan was developed as a required component of the wetland mitigation bank process and presented the vegetation management needs. One vegetation management strategy was prescribed fire every 3-5 years. The District has contracted for individual prescribed burns of Brown's Preserve, with the most recent burn completed in 2020. Staff have engaged Red Rock Fire to complete a prescribed burn in 2024. At this time, we have a one-time burn proposal attached and recommend approval at the next Board meeting. Looking forward, there is efficiency in contracting for a longer term to complete prescribed burns, which allows flexibility due to weather conditions and fluctuations in the contractor's schedule. This will ensure that the District is on the contractor's list to complete a burn in the recommended time frame.

Iron-Enhanced Sand Filters (IESF): Each year the two IESFs solely operated by the District require filter bed maintenance in the form of weed removal and tilling to break up the iron-sand media and promote movement of pumped water through the filter. The District has contracted with Davey Resource Group (DRG) for IESF maintenance for the last 2+ years with great success. Staff is comfortable with the experience and expertise of DRG over the last couple of years and has found their work to also be economical.

IESF Native Vegetation Maintenance of pond buffers: Hansen Park – the Board previously approved continued vegetation maintenance through 2024, before turning it back to the City of New Brighton. Bald Eagle Lake – despite the continued drought in 2023 the overall native vegetation establishment continued to improve and will benefit from continued maintenance in 2024.



T 32 N, R 22W, S 25 & 30 Columbus, MN

## Browns Preserve, Walls Wetland

Rice Creek Watershed, Abel Green Project Location: 45.22524, -93.01970 Prepared By: James McDermond-Spies

Email: james.mcdermondspies@redrockfire.com

**Phone:** 651-315-3899

### **Customer Info**

Email: <a href="mailto:agreen@ricecreek.org">agreen@ricecreek.org</a>
Phone: 612-597-5031

Burn Season Project Size:

Spring 177

_						2024		Acres
Line	Category	Description	Quantity	Unit	Pi	rice/Unit	T	otal Price
1	Prescribed Burn						\$	-
2	Burn Prep	Installation of Breaks, permitting and planning	1	Lump	\$	697.10	\$	697.10
3	Mobilization	Tranpsorting Equipment and Personnel	1	Each	\$	1,342.88	\$	1,342.88
4	<b>Browns Preserve</b>							
5	Burn Operations	Holding, ignitions, and incidental mop up	117	Acres	\$	39.44	\$	4,615.01
6	Post Burn	Mop Up and Monitoring beyond incidental	1	Lump	\$	5,586.00	\$	5,586.00
7	Walls Wetland						\$	-
8	<b>Burn Operations</b>	Holding, ignitions, and incidental mop up	60	Acres	\$	112.74	\$	6,764.43
9	Post Burn	Mop Up and Monitoring beyond incidental	1	Lump	\$	532.00	\$	532.00
10	Unit 3						\$	-
		Funds availble for site checks and possible 2nd						
12	Monitoring	day of mop and patrol of peat.	12	Hr	\$	258.28	\$	3,099.36
13								
14								
15								

Project Total \$ 22,636.78

#### Notes:

- 1. Quote assumes Red Rock Fire completing all steps as listed above. Red Rock Fire reserves the right to Alter the bid and resubmit.
- 2. Any items placed or planted within the project area(s) that are under three feet tall must be clearly marked and/or described to Red Rock Fire prior to work starting to avoid damage to said items or equipment. Red Rock Fire cannot be liable for unseen unmarked items within project area(s).
- 3. Red Rock Fire does not warranty against acts of vandalism, severe drought, flooding or damages caused by wildlife.
- 4. Quote assumes adequate access to work area. If quote is agreed to and access is not adequate when crew arrives mobilization will be charged even if work could not be completed.
- 5. As conditions continually change, we cannot determine the burn date with much warning. Red Rock Fire will attempt to provide notice the day before the burn but notice may be as short as 1 hour.
- 6. Burns are conducted under favorable burning conditions but due to variability in fuel types, conditions and loading burns may appear inconsistent. Areas with fuels inadequate to carry fire may be left unburned or avoided at the discretion of the burn boss. This is a true, natural effect of prescribed burning.
- 7. Quote applies to the burn area as is outlined on the attached map.
- 8. Quote is valid for 30 days from submittal date.
- 9. Due to variability of weather, conditions, and length of season there is no guarantee the project will be completed Spring 2024. If not conducted in Spring 2024 burn will be done in either Fall 2024 or Spring 2025.
- 10. All work will be billed following completion, with payment being due within 30 days of receipt of invoice. Please submit payments as check or bank transfer. Any amount remaining unpaid beyond 30 days shall incur a 1.5% monthly finance charge.

	To accept this quote sign here:		
Submitted By:			
James McDermond-Spies  James McDermond-Spies	Sign	Date	
	Print		