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# RCWD BOARD OF MANAGERS REGULAR MEETING AGENDA

Wednesday, February 14, 2024, 9:00 a.m.

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

or via Zoom Meeting:

<https://us06web.zoom.us/j/86988041516?pwd=cHEPkeBQaFNPHoTLo4d1VNeuJuhHzp.1>

Meeting ID: 869 8804 1516

Passcode: 563919

+1 312 626 6799 US (Chicago)

Meeting ID: 869 8804 1516

Passcode: 563919

## Agenda

### CALL TO ORDER

### ROLL CALL

### SETTING OF THE AGENDA

### APPROVAL OF MINUTES: JANUARY 24, 2024 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
24-002	City of Blaine	Blaine	Final Site Drainage	CAPROC 3 items
24-003	Wynco Properties, LLC	Forest Lake	Final Site Drainage Wetland Alteration	CAPROC 7 items

*It was moved by Manager \_\_\_\_\_ and seconded by Manager \_\_\_\_\_, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer’s Findings and Recommendations, dated January 29, 2024, and February 6, 2024, respectively.*

**Water Quality Grant Program Cost Share Application (Molly Nelson)**

No.	Applicant	Location	Project Type	Eligible Cost	Pollutant Reduction	Funding Recommendation
R24-001	James Julkowski	Shoreview	Shoreline stabilization & Restoration	\$21,983.75	Volume: 61% TSS: 97% TP: 60%	50% cost share of \$7,500 not to exceed 50%; or \$7,500 whichever cost is lower

*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 February 8, 2024.*

**PUBLIC HEARING ON STORMWATER MANAGEMENT GRANT REQUESTS FROM CITIES OF ARDEN HILLS, FRIDLEY, NEW BRIGHTON, WHITE BEAR TOWNSHIP, AND WILLERNIE**

**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. RCWD Official Depository and Newspaper Designation (Nick Tomczik)
2. 2023 Financial Report Metro Shooting/Trost Settlements (Nick Tomczik)
3. RCWD Facilities Vegetation Maintenance Contracts (Ashlee Ricci)
4. RCWD 2024 Information Management – HEI Task Orders (Nick Tomczik)
5. Jacon, LLC Partial Pay Request #3 Anoka-Washington Judicial Ditch 3 Phase 2 Repair Project (Ashlee Ricci)
6. Check Register Dated February 14, 2024, in the Amount of \$161,843.61

**ITEMS FOR DISCUSSION AND INFORMATION**

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

**APPROVAL OF MINUTES: JANUARY 24, 2024 REGULAR  
MEETING**

# DRAFT

1  
2 For Consideration of Approval at the February 14, 2024 Board Meeting.  
3 Use these minutes only for reference until that time.  
4

## REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Wednesday, January 24, 2024

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, 1<sup>st</sup> Vice-Pres. John Waller, 2<sup>nd</sup> Vice-Pres. Steve Wagamon, Secretary Jess Robertson, and Treasurer Marcie Weinandt

Absent: None

Staff Present: District Administrator Nick Tomczik, Permit Coordinator/Wetland Specialist Patrick Hughes, Lake & Stream Manager Matt Kocian, Drainage & Facilities Manager Ashlee Ricci, Communications & Outreach Manager Kendra Sommerfeld (via electronic means), and Office Manager Theresa Stasica

Consultants: District Engineer Chris Otterness from Houston Engineering, Inc. (HEI (via electronic means)); District Attorney Chuck Holtman from Smith Partners

Visitors: Scott Robinson

*(Zoom Audio was not working properly during the meeting and staff was unable to resolve the technical issues)*

### SETTING OF THE AGENDA

District Administrator Tomczik requested the addition of a new #8 to the agenda, District Professional Development Assistance and renumber the remainder of the agenda accordingly.

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

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40

**READING OF THE MINUTES AND THEIR APPROVAL**

**Minutes of the January 8, 2024 Board Workshop and January 10, 2024 Board of Managers Regular Meeting. Motion by Manager Robertson, seconded by Manager Weinandt, to approve the minutes as presented.** Manager Wagamon noted that he would abstain from voting because he was not in attendance for the regular meeting. **Motion carried 4-0-1 (Manager Wagamon abstained).**

41 **CONSENT AGENDA**

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

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

No.	Applicant	Location	Plan Type	Recommendation
20-024	Tom & Mary Lakner	Columbus	After-the-Fact Land Development Floodplain Alteration Wetland Alteration	CAPROC 15 items
23-072	Harker Projects	Forest Lake	Final Site Drainage	CAPROC 6 items

53 ***It was moved by Manager Wagamon and seconded by Manager Waller, to approve the consent agenda***  
54 ***as outlined in the above Table of Contents in accordance with RCWD District Engineer’s Findings and***  
55 ***Recommendations, dated January 16 & 17, 2024. Motion carried 5-0.***

56 **OPEN MIC/PUBLIC COMMENT**

57 None

58 **ITEMS REQUIRING BOARD ACTION**

59 **1. Board Election of Officers**

61 ***Motion by Manager Weinandt, seconded by Manager Robertson, to approve the slate of existing***  
62 ***officers which includes: Michael Bradley – President; John Waller – Vice President; Steve***  
63 ***Wagamon – Second Vice President; Jess Robertson – Secretary; and Marcie Weinandt – Treasurer.***  
64 ***Motion carried 4-1 (Manager Waller opposed).***

66 **2. Centerville Lake Internal Phosphorus Load Reduction Project BWSR Grant**

67 Lake & Stream Manager Kocian clarified the title within the grant would be different than what he  
68 used to refer to this project. He explained that he would be referring to it as the Centerville Lake  
69 Alum Project, for clarity and brevity. He noted that the District had been awarded a Clean Water  
70 Fund grant for this project and noted that the grant agreement could be found on page 40 of the  
71 packet. He stated that the plan is to do the first portion of the treatment this coming spring and  
72 reminded the Board the partners for this project are the City of Centerville, the City of Lino Lakes,

73 and Anoka County and noted that they were asked to contribute equal amounts to the project,  
74 where each partner would contribute approximately 3% and the District would contribute 5% of the  
75 total cash costs. He explained that with the language in the grant agreement the District would be  
76 responsible for covering the full grant match, and contributions from the partners would be  
77 distributed to the District on a reimbursement basis. He stated that he has had preliminary  
78 meetings with the partners which have gone well and they all appear willing to contribute but  
79 wanted to make it clear to the Board that through the grant agreement, the District is responsible  
80 to provide the financial match.

81  
82 Manager Wagamon asked if the District was able to set up a taxing district if something goes wrong  
83 with the partners.

84  
85 Lake and Stream Manager Kocian noted that the Board had discussed this at their workshop and  
86 believes that they landed on falling back to the Water Management District (WMD) if a third,  
87 smaller, alum booster treatment was needed.

88  
89 Manager Wagamon clarified that he was talking about this because the District had not gotten a  
90 commitment from the partners yet and the Board was planning to sign the grant agreement.

91  
92 Lake and Stream Manager Kocian stated that in the unlikely scenario that the partner cities do not  
93 participate as expected, the District has budgeted enough funds in 2024 to cover the costs.

94  
95 Manager Wagamon acknowledged that he had seen that information but questions if, at that point,  
96 the District could set up a taxing district.

97  
98 Lake and Stream Manager Kocian confirmed that the Board could set up a taxing district at that  
99 point but the funds would not start coming in until a year or two later. He cautioned with the  
100 amount of \$35,000 per partner, he would question whether the administrative costs of setting up  
101 the taxing district would be worth it.

102  
103 Manager Wagamon stated that it may only be worth it if all 3 partners said no.

104  
105 District Administrator Tomczik stated agreement that there is an administrative cost to setting up a  
106 WMD and noted that the District's mission and existence is for water quality and flood control and  
107 the District has championed a lot of efforts around Centerville Lake in order to get to this point. He  
108 stated that, in his opinion, he feels it is reasonable for the District to cover unforeseen match costs,  
109 but also appreciates the idea of 'skin in the game' with the partners and if the District does not  
110 complete the water quality project, he does not see an entity that would.

111  
112 Manager Waller stated that he would hate to lose these grant funds so he was in favor of signing  
113 the agreement even though it encumbers the District for \$200,000 and feels they can address that

114 later if the partners do not contribute. He clarified that he felt the important thing to accomplish  
115 right now is to secure the grant funds.

116

117 Manager Wagamon stated that he completely agreed but wanted to raise the question about the  
118 partners' contributions.

119

120 Lake and Stream Manager Kocian clarified that a 10% match would be roughly \$150,000 and not  
121 \$200,000 as stated by Manager Waller. He reviewed details from the agreement, the work plan, and  
122 the budget.

123

124 ***Motion by Manager Weinandt, seconded by Manager Robertson, to authorize the Administrator,***  
125 ***on advice of counsel, to execute a grant agreement with the Board of Water and Soil Resources***  
126 ***for the Centerville Lake Alum Project. Motion carried 5-0.***

127

128 Manager Weinandt stated that Clean Water Funds were being used for this grant and explained that  
129 this grant was competitive but they also have money that is targeted watershed money that comes  
130 as a result of the watershed planning that is done that goes out to watersheds based on various  
131 calculations by BWSR. She noted that she had heard some comments from those in the watershed  
132 that not enough money was being put into implementation from the Clean Water Fund and wanted  
133 to assure the Board and anyone else who may be listening that well over half of the Clean Water  
134 Funds go towards implementation. She commended Lake and Stream Manager Kocian and District  
135 staff for putting in the work to get the grant, developing the project and for the aggressive calendar  
136 they put together in order to get this project going by the spring.

137

138 President Bradley noted that he had inadvertently skipped the Open Mic item on the agenda and  
139 asked if there was anyone present or on-line that would like to address the Board.

140

141 No one wished to address the Board.

142

### 143 **3. Centerville Lake Alum Project: Hire Project Engineer**

144 Lake & Stream Manager Kocian shared some history of past work on Centerville Lake in 2016 by Joe  
145 Bischoff of Wenck Associates and explained that Mr. Bischoff had moved to Barr Engineering. He  
146 explained that based on the background and experience of both Mr. Bischoff and Barr Engineering,  
147 he believed Barr would be efficient and provide the necessary expertise. He proposed that the  
148 District hire Barr to act as project engineer for the Centerville Lake Alum Project.

149

150 ***Motion by Manager Waller, seconded by Manager Bradley, to authorize the Administrator, on***  
151 ***advice of counsel, to enter into an agreement with Barr Engineering Company, for services to***  
152 ***support the Centerville Lake Alum Project, for an amount not to exceed \$28,000. The Administrator***  
153 ***is authorized to approve contract amendments not to exceed 10% of the contract price (\$2,800).***

154

155 Manager Waller noted that Mr. Bischoff had also been involved in the initial studies for Bald Eagle  
156 Lake and that program has turned out well. He stated that Mr. Bischoff has a long history of doing  
157 excellent work within the District.

158  
159 ***Motion carried 5-0.***

160  
161 **4. Houston Engineering, Inc. Task Order 2024-001: Anoka County Ditch 10-22-32 Documentation**  
162 **Review**

163 District Administrator Tomczik stated that this item had been on the January 8, 2024 Board  
164 workshop meeting agenda and explained that President Bradley brought up the idea. He noted  
165 that the intent was information and consideration regarding process and the materials that Houston  
166 Engineering reviews and the impact/weight of those views on determining the ACSIC. He  
167 explained that District Engineer Otterness was attending today's meeting on-line.

168  
169 ***Motion by Manager Bradley, seconded by Manager Waller, to authorize the President to sign HEI***  
170 ***Task Order 2024-001 for ACD 10-22-32 Documentation Review.***

171  
172 Manager Waller asked if District Engineer Otterness could outline the purpose and goals and provide  
173 a bit more 'color' for the Board on what he intends to do.

174  
175 Permit Coordinator/Wetland Specialist Hughes explained that there were currently technical  
176 difficulties and those participating via Zoom were unable to hear the meeting.

177  
178 District Administrator Tomczik placed a phone call to District Engineer Otterness and explained the  
179 technical difficulties and the attempt to have him communicate with the Board via speaker phone.

180  
181 District Engineer Otterness explained that the plan for Workshop #1 would be to establish an  
182 overview of how a determination of ACSIC is completed. He noted that Workshop #2 was intended  
183 to focus and drill down more on ACD 10-22-32 materials and what some of the challenges were on  
184 the system.

185  
186 ***Motion carried 3-2 (Managers Robertson and Wagamon opposed).***

187  
188 **5. Ramsey County Lake Monitoring Services**

189 Lake & Stream Manager Kocian stated that the District's Water Quality Management Program  
190 consists of several different partners that collect data in addition to District staff. He explained that  
191 Ramsey County monitors about 9 lakes and has been monitoring them since the early 1980s  
192 establishing a significant record and since 2016, the District has been reimbursing Ramsey County  
193 for these services.

194



195 Manager Weinandt asked how many lakes the volunteer group was handling for this monitoring and  
196 asked how good of a job they were doing.

197  
198 Lake and Stream Program Manager Kocian explained that the volunteer program is called the Citizen  
199 Assisted Monitoring Program and is run through the Met Council and noted that the District is  
200 considered a partner. He stated that the volunteers do a fantastic job and their results have been  
201 comparable with non-volunteer monitoring results.

202  
203 ***Motion by Manager Weinandt, seconded by Manager Robertson, to authorize the Administrator***  
204 ***to enter into an agreement with Ramsey County for lake monitoring services in 2024 for an***  
205 ***amount not to exceed \$27,542.23. Motion carried 5-0.***

206 **6. Letter of Support Washington Conservation District (WCD) Soil Health Grant**

207 District Administrator Tomczik explained that the Washington Conservation District has asked the  
208 District to consider supporting its efforts to secure a State Soil Health Supplemental Staffing grant.  
209 He noted that soil health is important to the District mission in maximizing infiltration and  
210 prevention of erosion and noted that a draft letter had been included in the packet.

211  
212 ***Motion by Manager Waller, seconded by Manager Bradley, to approve RCWD Letter of Support***  
213 ***for Washington Conservation District Soil Health Grant and authorize the Board President to sign.***

214  
215 Manager Weinandt pointed out that Washington County has 8 watershed districts.

216  
217 Manager Waller noted that in addition to the 8 watershed districts there are also a number of other  
218 water maintenance organizations.

219  
220 ***Motion carried 5-0.***

221  
222 **7. Citizen Advisory Committee (CAC) Member Appointment**

223 District Administrator Tomczik explained that the Zoom audio technical issues were still present and  
224 noted that he had Communications & Outreach Manager Sommerfeld on speaker phone to address  
225 the Board.

226  
227 Communications & Outreach Manager Sommerfeld noted that there were two new CAC members  
228 that were appointed last fall and also had two members from Anoka County, Dave Anderson and  
229 Heidi Schleicher, who will no longer be serving in 2024 so she was currently recruiting for those  
230 openings. She stated that until those positions are filled, the CAC will have 10 members.

231  
232 Manager Weinandt asked if there were any plans to recognize Dave Anderson's long tenure on the  
233 CAC.

234

235 Communications & Outreach Manager Sommerfeld stated that they had sent thank you letters to  
236 Mr. Anderson and Ms. Schleicher, but they could do other recognition if the Board would like.  
237

238 Manager Weinandt explained that she did not know what the precedent was but believed that Mr.  
239 Anderson had served on the CAC for about 8 years. She stated that if the CAC cannot do any  
240 recognition then perhaps the Board could formally honor Mr. Anderson for his service.  
241

242 ***Motion by Manager Weinandt, seconded by Manager Bradley, to appoint the 10 individuals***  
243 ***proposed on the slate for membership on the Citizen Advisory Committee for 2024. Motion***  
244 ***carried 5-0.***  
245

246 ***Motion by Manager Bradley, seconded by Manager Weinandt, recognizing and expressing the***  
247 ***appreciation of the Board to Dave Anderson for his long service and valued participation on the***  
248 ***Citizen Advisory Committee. Motion carried 5-0.***  
249

250 Manager Robertson suggested that if there was something that the Board wanted to do to recognize  
251 Mr. Anderson's service she would suggest that they talk about it in a workshop setting. She  
252 explained that she felt a less formal and more personal approach would be well received.  
253

254 District Administrator Tomczik stated that staff will investigate options and protocol for showing  
255 appreciation to CAC volunteers.  
256

257 Manager Robertson stated that she would reach out to the Anoka County Commissioners to see if  
258 they had any ideas of people who may be a good fit for the two open positions on the CAC.  
259

260 Manager Wagamon stated that he will also seek to identify candidates.  
261

## 262 **8. District Professional Development Assistance**

263 District Administrator Tomczik stated that Communications & Outreach Manager Sommerfeld was  
264 seeking professional development assistance as outlined in the Employee Handbook. He explained  
265 that Communications & Outreach Manager Sommerfeld was in pursuit of a Master's degree and her  
266 last class is *Advanced Ecosystem Restoration and Education*. He noted that the syllabus for this  
267 class had been included in the Board's packet information.  
268

269 ***Motion by Manager Waller, seconded by Manager Bradley, to approve reimbursement of***  
270 ***Advanced Ecosystem Restoration and Education course at Colorado State University when Ms.***  
271 ***Sommerfeld demonstrates successful completion of the course with a "C" or better.***  
272

273 Manager Waller noted that Communications & Outreach Manager Sommerfeld has been a previous  
274 recipient of this program and had even made the statement at the last meeting that she was getting  
275 all A's in her studies. He stated that he believes this is a wise investment for the District.

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Communications & Outreach Manager Sommerfeld noted that her graduation application was approved and she is on track to graduate in May.

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

President Bradley noted that District Administrator Tomczik had included a note in the packet that the Board may want to consider an approach of progressive reimbursement and asked him to outline what was meant by that statement.

District Administrator Tomczik stated that his comment was meant to respect the Board’s fiscal responsibility and that if the amount was concerning to the Board, that reimbursement could be done in a stepped fashion where it would, for example, reimburse a certain amount after one year and the rest thereafter.

**9. Check Register Dated January 24, 2024, in the Amount of \$351,684.13 and January Interim Financial Statements Prepared by Redpath and Company**

Manager Weinandt stated she had reviewed the check register and statements.

***Motion by Manager Weinandt, seconded by Manager Robertson, to approve check register dated January 24, 2024, in the Amount of \$351,684.13 and January Interim Financial Statements as prepared by Redpath and Company. Motion carried 5-0.***

**ITEMS FOR DISCUSSION AND INFORMATION**

**1. Staff Reports**

Manager Weinandt stated that in the near future she would like to have an update on RCD 2, 3, and 5 status, both what is happening on the ground and what is happening with bonding efforts.

President Bradley noted that they have a Senate author who has helped work on changes to the draft bill and noted that they will be meeting a potential House author later this afternoon. He stated that once the bills are introduced they will start to broadcast them to all the people who serve Rice Creek and perhaps find additional co-authors.

District Administrator Tomczik stated that on the technical side, the District has engaged with MnDot as the modeled flooding waters are on I35W and have also engaged with New Brighton and the DNR.

Manager Weinandt stated that it sounds like project management and asked which staff member would be leading the charge in this area.

316 District Administrator Tomczik explained that the largest responsibility will come with  
317 implementation of the design so at this early stage, the involvement of Ali Chalberg will come first.

318  
319 Manager Weinandt stated that she continued to be impressed with the breadth of work  
320 accomplished by District staff.

321  
322 **2. February Calendar**

323 President Bradley stated that he would not be physically present for the workshop meeting on  
324 February 12, 2024 or the regular Board meeting on February 14, 2024, but may listen remotely.

325  
326 Manager Robertson stated that she will be unable to attend the February 14, 2024 Board meeting  
327 as well.

328  
329 **3. Administrator Updates**

330 District Administrator Tomczik stated that he had sent an e-mail about the JD3 repair project and  
331 the Branch 4 challenges with the excavators that sunk into the earth. He noted that the excavators  
332 have been removed and explained that it had been quite a challenge. He stated that because the  
333 area in question is public waters, staff will be meeting with the DNR this Thursday to ensure that the  
334 contractor is in compliance with DNR regulations.

335  
336 The Board discussed the location of this repair project, if and how the project may be able to  
337 continue, and ways to try to ensure that this type of issue does not arise again.

338  
339 District Administrator Tomczik noted that it is clear within the contract that the means and method  
340 of completing the work is completely up to the contractor and not the District. He stated that the  
341 District will not abandon the contractor in this type of situation and will continue to have dialogue  
342 with it about options.

343  
344 District Administrator Tomczik stated Gallagher, the Human Resources salary firm, was continuing  
345 its work and has evaluated positions based on duties and level of responsibilities from which to  
346 categorize positions and develop a salary schedule consistent with the market. He noted that he  
347 had also attended the Northwest Metro Sub-Regional Water Supply Planning meeting.

348  
349 **4. Managers Update**

350 Manager Waller noted that the Legislative Committee on water will be holding a meeting on  
351 February 6, 2024 at 1:00 p.m. that he plans to attend.

352  
353 Manager Weinandt stated that she had attended the Metro Minnesota Waters meeting last week  
354 and a Clean Water Council meeting on Monday.

355

356 **ADJOURNMENT**

357 ***Motion by Manager Wagamon, seconded by Manager Robertson, to adjourn the meeting. Motion***  
358 ***carried 5-0.*** The meeting adjourned at 9:59 a.m.

359

# 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
24-002	City of Blaine	Blaine	Final Site Drainage	CAPROC 3 items
24-003	Wynco Properties, LLC	Forest Lake	Final Site Drainage Wetland Alteration	CAPROC 7 items

*It was moved by Manager \_\_\_\_\_ and seconded by Manager \_\_\_\_\_, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer’s Findings and Recommendations, dated January 29, 2024, and February 6, 2024, respectively.*

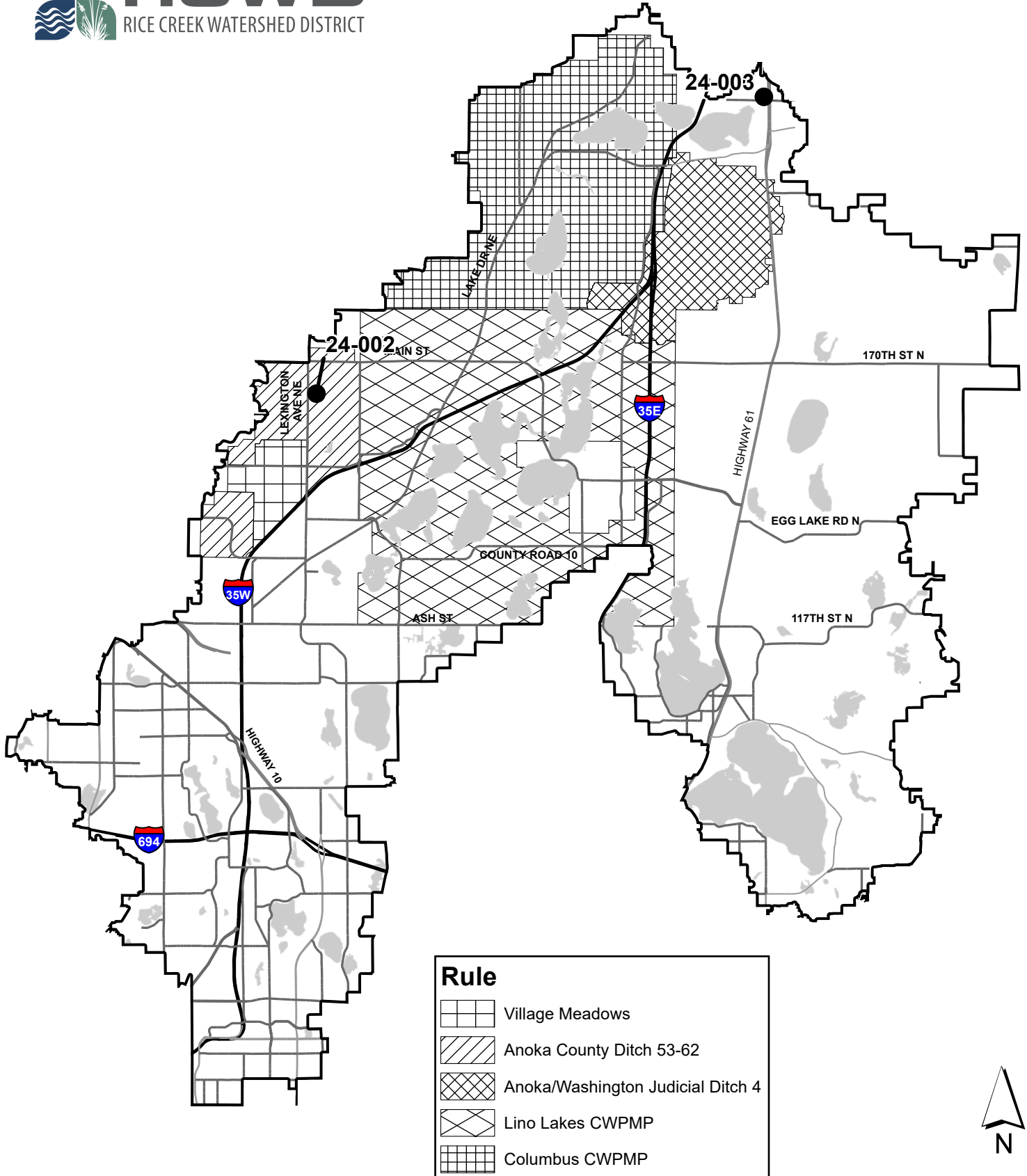
**RICE CREEK WATERSHED DISTRICT  
CONSENT AGENDA**

**February 14, 2024**

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_  
\_\_\_\_\_ to Approve, Conditionally Approve Pending Receipt  
Of Changes, or Deny, the Permit Application noted in the following Table of Contents, in  
accordance with the District Engineer’s Findings and Recommendations, as contained in  
the Engineer’s Findings and Recommendations, as contained in the Engineer’s Reports  
dated January 29, 2024, and February 6, 2024, respectively.

**TABLE OF CONTENTS**

<b>Permit Application Number</b>	<b>Applicant</b>	<b>Page</b>	<b>Recommendation</b>
24-002	City of Blaine	17	CAPROC
24-003	Wynco Properties, LLC	22	CAPROC



**Permit Reviews**  
**02/14/2024 Agenda**

0 1 2 4 Miles





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: 24-002  
Permit Application Name: Blaine Lexington Hockey Rink

---

Applicant/Landowner:

City of Blaine  
Attn: Brent Larson  
10801 Town Square Drive NE  
Blaine, MN 55449  
blarson@blainemn.gov

Permit Contact:

WSB Associates, Inc.  
Attn: Sarah Loberg  
701 Xenia Avenue South STE 300  
Golden Valley, MN 55416  
sloberg@wsbeng.com

Project Name: Blaine Lexington Hockey Rink

Purpose: FSD – Final Site Drainage; Regrade parking lot to accommodate hockey rinks

Site Size: 40± acre parcel / 1.4 ± acres of disturbed area; existing and proposed impervious area is 1.37 ± acres within the project area.

Location: 4286 121<sup>st</sup> Ave NE, Blaine

T-R-S: SW ¼, Section 12, T31N, R23W

District Rule: C, D

---

Recommendation: CAPROC

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

Conditions to be Met Before Permit Issuance:

Rule D – Erosion and Sediment Control

1. 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).
  - (i) A Storm Water Pollution Prevention Plan for projects that require an NPDES Permit.

Administrative

2. Submit the permit application with the signature of the successful bidder to the District.
3. 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. Final plans must include the following:
  - Ensure the datum is labeled.

**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. None.

**Exhibits:**

1. Plan set containing 5 sheets dated 12-11-2023 and received 01-04-2024.
2. Permit application, dated and received 01-04-2024.
3. Stormwater Calculations, dated and received 01-04-2024, containing narrative, drainage maps, HydroCAD report from the 14-013 permit for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
4. Lexington Athletic Complex permit 14-013

**Findings:**

1. **Description** – The project proposes to construct hockey rink on an existing parking lot on a 40± acre parcel located in Blaine, MN. The project will not increase the impervious area (1.37± acres of impervious area disturbed) and with an overall disturbance of 1.4± acres. The parking lot will drain to site storm sewer and then to the existing NURP pond which discharges across Lexington Avenue to ACD 53-62 Branch 2 and ultimately to Golden Lake, the Resource of Concern. The drainage patterns of the Lexington Athletic Complex will not change. The applicant is a public entity and therefore is not charged an application fee.
2. **Stormwater** – The applicant is proposing the BMP as described below for the project:

BMP Description	Location	NURP requirement	Volume provided	EOF
Existing NURP Pond	West of large parking lot	0.45 acre-feet	0.708± acre feet below the outlet	900

Soils on site are primarily HSG A consisting of silty and poorly graded sands (SP-SM). It was established in permit 14-013 that infiltration is considered infeasible due to inadequate separation from the seasonal high water elevation and the existing NURP pond is acceptable to meet water quality requirements. Per Rule C.6(c)(1), the Water Quality requirement is 2.2-inches over the new/reconstructed area (1.37± acres), however NURP sizing criteria governs.

Per Rule C.5 (a) the proposed total impervious surface area is equal to or less than the impervious surface allocated within the original approved stormwater plan for that site. The pond remains in compliance with the design criteria of Rule C.9(d). 100% of the proposed impervious area is treated and drains to the existing BMP. Additional TSS removal is not required. The applicant has met all the Water Quality requirements of Rule C.6 and the design criteria of Rule C.9(d).

The hydrologic calculations submitted under permit 14-013 demonstrate that the pond meets the rate control requirements for the 2-year, 10 and 100-year for TP-40. The site and pond meet the criteria set forth in the Administration of District Rules with Atlas 14 Memo dated 8-27-2015 and therefore acceptable to meet the requirements of C.7.

The project is not located within the Flood Management Zone. The applicant has complied with the rate control requirements of Rule C.7.

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

3. Wetlands – There are no wetlands located within the project area.
4. Floodplain – The site is not in a regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include inlet protection. The project disturbs more than 1 acre; an NPDES permit is required. The information listed under the Rule D – Erosion and Sediment Control section above must be submitted. Otherwise, the project complies with RCWD Rule D requirements. The project does not flow to a nutrient impaired water (within 1 mile).
6. Regional Conveyances – Rule G is not applicable.
7. Public Drainage Systems – Rule I is not applicable.
8. Documenting Easements and Maintenance Obligations – The maintenance obligation for the BMP is covered under the Blaine programmatic agreement with RCWD.
9. Previous Permit Information – The Lexington Athletic Complex was permitted under 14-013.

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

 1-29-2024  

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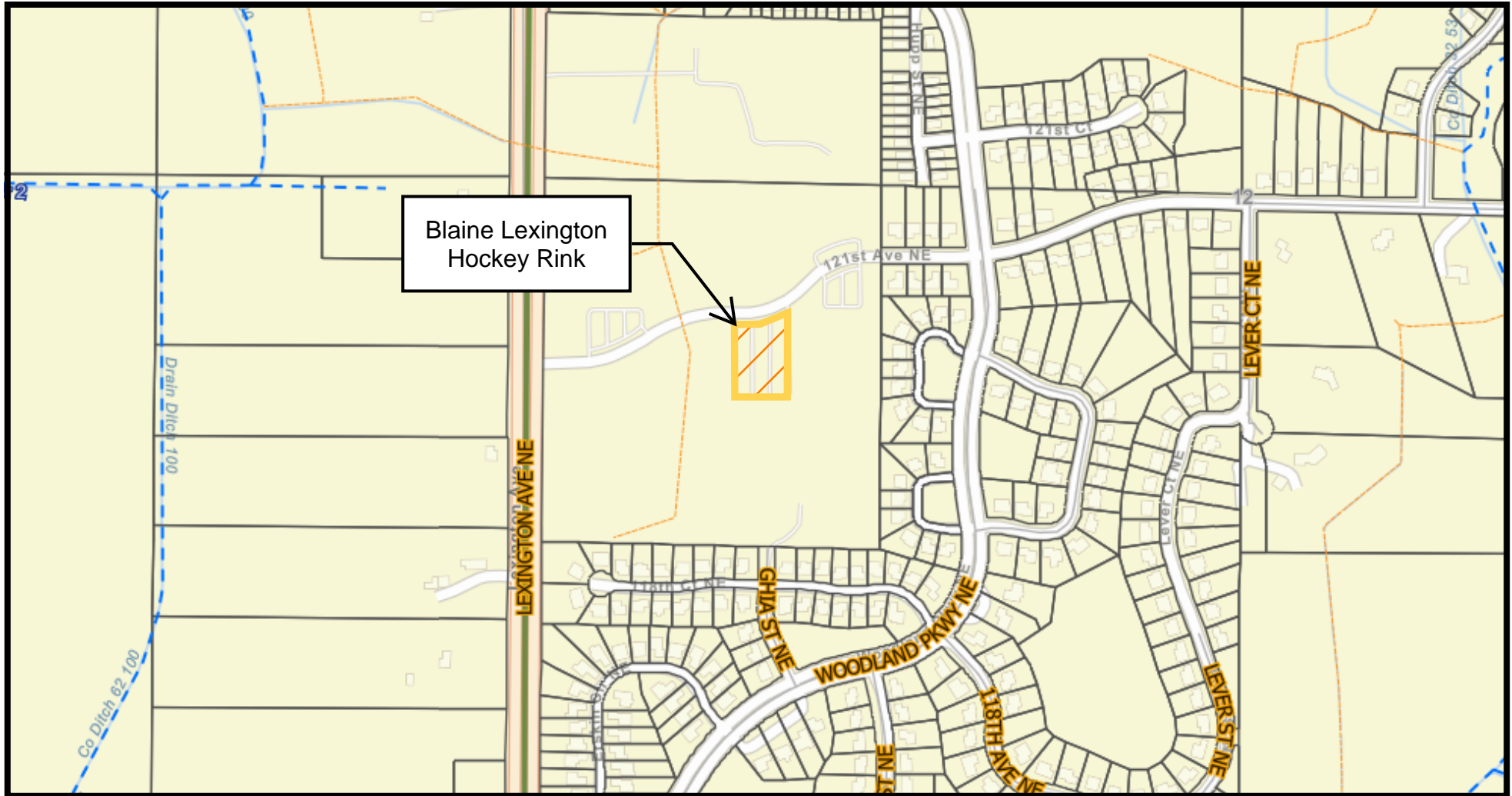
Rachel Glatt, EIT

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

 01/29/2024  

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Katherine MacDonal, MN Reg. No 44590

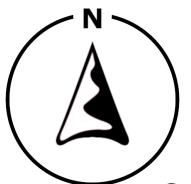


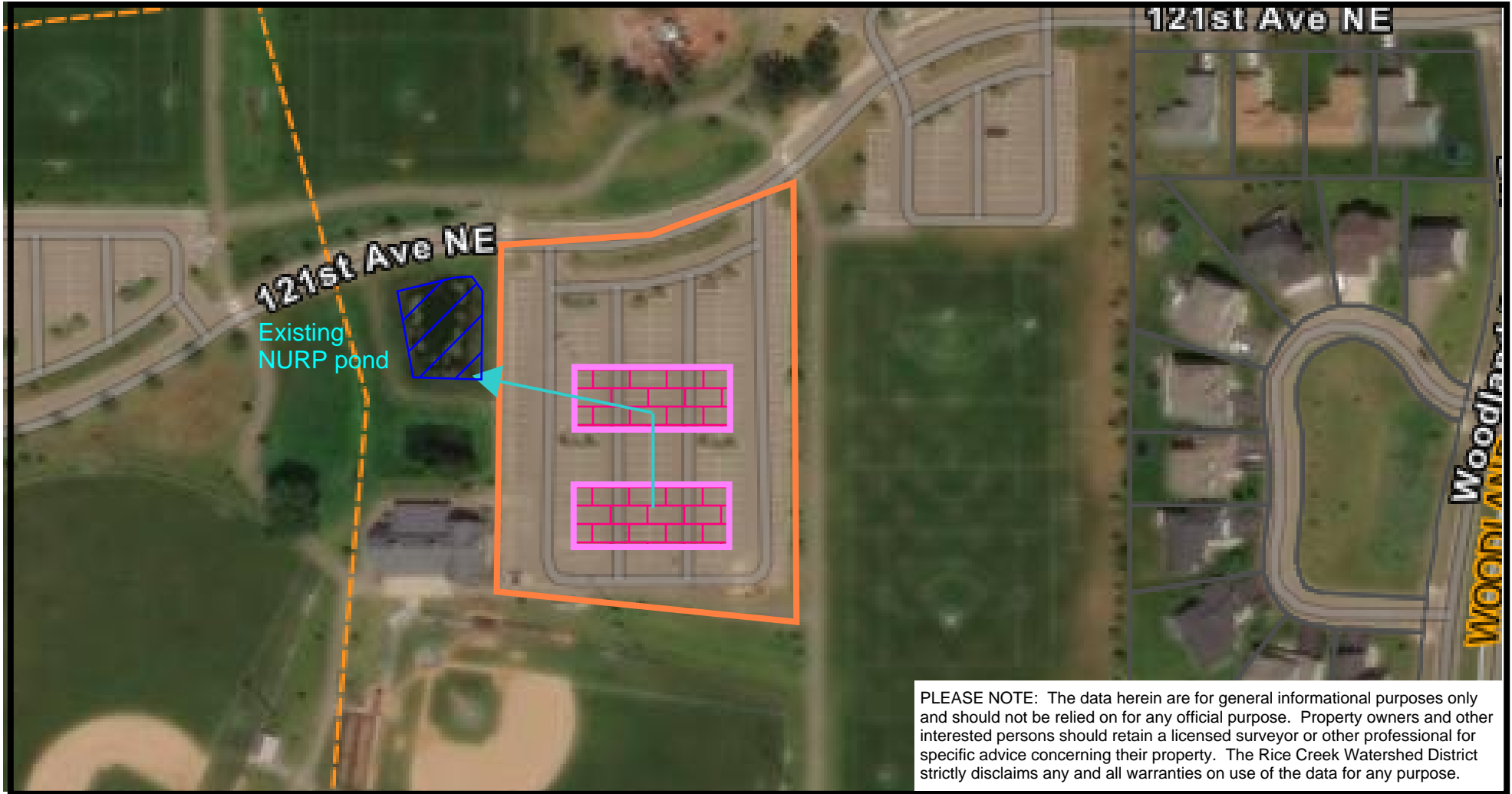
**Legend**

 Project Location

 Public Ditch - Open Channel

 Private Ditch

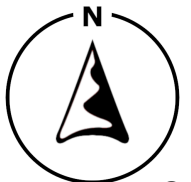




PLEASE NOTE: The data herein are for general informational purposes only and should not be relied on for any official purpose. Property owners and other interested persons should retain a licensed surveyor or other professional for specific advice concerning their property. The Rice Creek Watershed District strictly disclaims any and all warranties on use of the data for any purpose.

### Legend

-  Project Location
-  NURP Pond
-  Hockey Rinks
-  Drainage Arrow





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

Permit Application Number:

24-003

Permit Application Name:

Wynco Properties Building and Parking Lot

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Applicant/Landowner:

Wynco Properties, LLC  
Attn: Chad Wynia  
12621 314<sup>th</sup> Street  
Lindstrom, MN 55045  
Ph: 651-334-5557  
chadwynia@gmail.com

Permit Contact:

Progressive Architecture  
Attn: Scott Mower  
4920 Otter Lake Road  
White Bear Lake, MN 55110  
smower@progressivearch.com

Larson Engineering, Inc.  
Attn: Nathan Nohner  
324 Labore Road  
White Bear Lake, MN 55110  
nnohner@larsonengr.com

Project Name: Wynco Properties Building and Parking Lot

Purpose: FSD – Final Site Drainage, WA – Wetland Alteration, Proposed dental clinic, parking lot, drives, sidewalks, stormwater basins, and all associated utilities and erosion control measures

Site Size: 2.1± acre parcel / 1.4 ± acres of disturbed area; existing and proposed impervious areas are 0.0 ± acres and 0.62 ± acres, respectively

Location: Parcel north of 91 11<sup>th</sup> Ave SW, Forest Lake

T-R-S: SE ¼, Section 8, T32N, R21W

District Rule: C, D, F

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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. BMPs must be designed with a permanent outlet structure to control the 2-year, 10-year and 100-year storm events. A weir overflow may be considered acceptable if stabilized with permanent material (e.g. geo-grid or concrete). Rip-rap is not considered permanent. Add a specific weir overflow detail ensuring dimensioning matches the HydroCAD model.

Rule D – Erosion and Sediment Control

2. Submit the following information per Rule D.4:
  - (h) Provide documentation that an NPDES Permit has been applied for and submitted to the Minnesota Pollution Control Agency (MPCA).

- (i) A Storm Water Pollution Prevention Plan for projects that require an NPDES Permit.

Administrative

3. 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. Final plans must include the following:
  - Ensure the datum is labeled.
  - Revise weir overflow detail per comment 1.
4. 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 Forest Lake).
5. 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.
6. 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.
7. The applicant must submit a cash surety of \$2,600 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 \$1,000 for 1.4 acres of disturbance and \$1,600 for 3,253 CF of required 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

Exhibits:

1. Plan set containing 10 sheets dated 1-29-2023 and received 1-16-2024.
2. Permit application, dated and received 1-16-2024.
3. Stormwater Calculations, dated 10-30-2023 and received 1-16-2024, containing narrative, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
4. WCA Exemption application dated 1-17-2024 and received 1-19-2024.
5. Review file 23-084R.
6. WCA Boundary Decision 23-146R.

Findings:

1. Description – The project proposes to construct a building, parking lot, drives, sidewalks, and stormwater basins on a 2.12± acre parcel located in Forest Lake, MN. The project will increase the impervious area from 0.0± acres to 0.62± acres and disturb 1.4± acres overall. There is no change in the overall drainage patterns. The existing site drains north to 9<sup>th</sup> Ave SW and the proposed site will

drain into two separate bio-filtration basins then to 9<sup>th</sup> Ave SW and ultimately to Clear Lake Resource of Concern. The applicant has submitted a \$3,000 application fee for a Rule C permit creating less than 5 acres of new and/or reconstructed impervious surface.

2. Stormwater – The applicant is proposing the BMPs as described below for the project:

Proposed BMP Description	Location	Pretreatment	Volume provided	EOF
Basin 1 (bio-filtration)	northwest	Sumps and vegetation strips	1,730 ± cubic feet below the outlet	906.65
Basin 2 (bio-filtration)	northeast	Sumps and vegetation strips	4,241± cubic feet below the outlet	906.45

Soils on site are primarily a mix of HSG B and D consisting of silty sands (SM) and sand lean clays (CL). The soils plus high groundwater is not adequate to allow for infiltration 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 (0.62± acres) for a total requirement of 3,253± cubic feet.

Adequate pre-treatment has been provided. Drawdown is expected within 48-hours using an appropriate rate of 1.6 inches per hour. 12-inches of sand has been provided above the drain tile. The bio-filtration basins will be lined with an impermeable liner from the seasonal high water table and bio-filtration system. The applicant has treated 86% of the project area. Additional TSS removal is not practicable. 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
9 <sup>th</sup> Ave SW (1R)	1.6	1.1	3.1	1.9	5.7	5.5

The project is not located within the Flood Management Zone. The applicant has complied with the rate control requirements of Rule C.7.

The wetland on site is classified as slightly susceptible and meets the bounce requirements in table C.4.

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

3. Wetlands – Wetlands were delineated under review file 23-146R with a boundary decision issued on 8-16-2023, which remains valid. The applicant submitted an exemption application on 1-19-2024. The project proposes approximately 354 ft<sup>2</sup> permanent fill impact to Basin 1. District staff finds Basin 1 to be type 1 wetland in a non-shoreland area within a metro <50% county; therefore, the proposed fill qualifies for de minimis exemption under MN Statute 103G.2241 Subd. 9(d)(2). A notice of decision was issued on 2-13-2024.
4. Floodplain – The site is not in a regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include silt fence, sediment logs, erosion control blankets, rock construction entrances, inlet protection and rip rap. The project disturbs more than 1 acre; an NPDES permit is required. The SWPPP is located on plan sheets C600 and C601. The information listed under the Rule D – Erosion and Sediment Control section above must be su



bmitted. Otherwise, the project complies with RCWD Rule D requirements. The project does not flow to a nutrient impaired water (within 1 mile).

6. Regional Conveyances – Rule G is not applicable.
7. Public Drainage Systems – Rule I is not applicable.
8. Documenting Easements and Maintenance Obligations – Applicant must provide a draft maintenance declaration for approval, and a receipt showing recordation of the approved maintenance declaration and the drainage and flowage easements (if required).
9. Previous Permit Information – Pre-application (23-084R) and wetland delineation boundary (23-146R)

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

 2-6-2024  

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Rachel Glatt, 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.

 02/06/2024  

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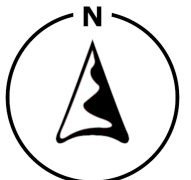
Katherine MacDonald, MN Reg. No 44590

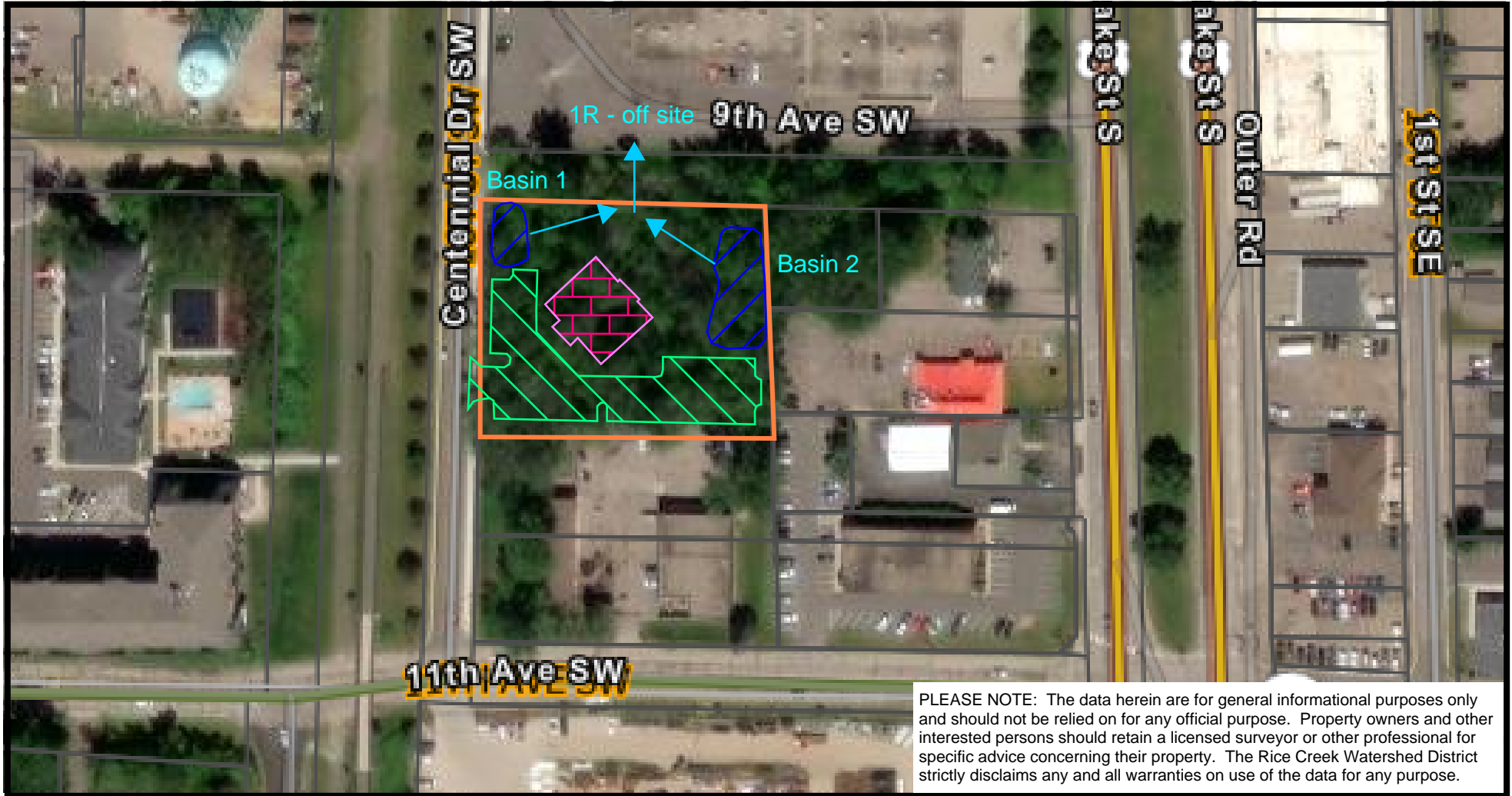


### Legend

 District Boundary

 Project Location

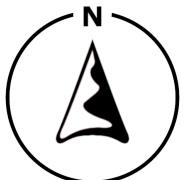




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**Legend**

-  Parking Lot
-  Building
-  Drainage Arrow
-  Project Location
-  Bio-filtration Basin



**Water Quality Grant Program Cost Share Application (Molly Nelson)**

No.	Applicant	Location	Project Type	Eligible Cost	Pollutant Reduction	Funding Recommendation
R24-001	James Julkowski	Shoreview	Shoreline stabilization & Restoration	\$21,983.75	Volume: 61% TSS: 97% TP: 60%	50% cost share of \$7,500 not to exceed 50%; or \$7,500 whichever cost is lower

*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 February 8, 2024.*

**MEMORANDUM**  
**Rice Creek Watershed District**



**Date:** February 8th, 2024  
**To:** RCWD Board of Managers  
**From:** Molly Nelson, Outreach and Grants Technician  
**Subject:** R24-01 Julkowski Shoreline Stabilization & Restoration

**Introduction**

R24-01 Julkowski Shoreline Stabilization & Restoration

- Applicants: James Julkowski
- Location: 5161 North Saint Albans Street, Shoreview MN 55126
- Total Eligible Project Cost: \$21,983.75
- RCWD Grant Recommendation: \$7,500.00 (50%)

**Background**

This application proposes a shoreline stabilization and restoration project that is on a residential property/shoreline in Shoreview. The purpose of stabilizing and restoring this shoreline is to filter pollutants from stormwater runoff and prevent erosion and sediment loading into Turtle Lake. The project also acts as a preventative effort as the shoreline is susceptible to larger erosion and degradation in the future. Additionally, the project location lacks the properties of a naturalized lake edge function or habitat.

The Ramsey County Parks & Recreation Soil and Water Conservation Division (RCSWCD) created a design for the project and provided recommendations that have been included. RCWD staff is comfortable with the design presented in this application. The project as proposed would consist of two parts: installing riprap to stabilize the shoreline directly along the water line and then re-grading, installing native plants, and stabilizing the project area with erosion control blankets while the plants establish. The total catchment area for the project is 21,482 square feet. The estimated pollutant reductions for the proposed project are: 60.5% reduction in volume (1,585 cu-ft/year), 97.1% reduction in total suspended solids (TSS) (359.16 pounds/year), and a 59.7% reduction in total phosphorus (TP) (0.15 pounds/year). The project location scored a value of 18 on the Water Quality Grant Program Screening form and is eligible for the RCWD Water Quality Grant program.

The applicant obtained two bids for the project:

- Coldstone Shorelines & Retaining Walls, INC (riprap): \$16,575.00
- Ramsey SWCD Estimate (grading and planting): \$5,408.75

The applicant only received one bid for the project, which is lower than the total project cost-estimate of \$25,873.75. The project application was discussed at the CAC meeting on February 7th, 2024. The CAC was supportive of the project and recommended it as presented. Motion carried 8-0.

**Staff Recommendation**

RCWD's Citizen Advisory Committee and Staff recommend that the RCWD Board of Managers approve Water Quality Grant funds for R24-01 Julkowski Shoreline Stabilization & Restoration.

**MEMORANDUM**  
**Rice Creek Watershed District**



**Request for Board Consensus OR Proposed Motion**

Manager \_\_\_\_\_ moves to authorize the Administrator, on advice of counsel, to approve the Water Quality Grant Contract R24-01 of \$7,500.00 not to exceed 50% of eligible project costs or up to \$7,500.00, whichever amount is lower, as outlined in the consent agenda and in accordance with the RCWD Staff's recommendation and established program guidelines.

**Attachments**

Water Quality Grant R24-01 application documents



**To:** RCWD Advisory Committee  
**From:** Nick Neylon: Environmental Resource Specialist  
**Date:** 1/4/2024  
**Re:** Julkowski Cost Share Application

**Project:**  
 5161 Saint Albans Street North  
 Shoreview, MN 55126  
 Shoreline Stabilization & Restoration

**Material & Labor Estimate:** \$21,983.75.00  
**Cost Share Request:** \$7,500.00

**Background:**

The proposed shoreline stabilization and restoration is located at a residential property on Turtle Lake. Currently, the shoreline has an open soil shoreline that is eroding into the lake. 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 to properly stabilize the shoreline bank 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 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. The native planting will also provide pollinator habitat.

Total catchment area treated by the proposed project is 21,482 square feet (0.493 acres). It is 36% impervious and includes roof and turf grass. Once established, this shoreline will reduce the erosion of the shoreline, as well as filter runoff from the site before it enters Turtle 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)	2,619	1,034	1,585	60.5%
TSS (lbs/yr)	369.56	10.40	359.16	97.1%
TP (lbs/yr)	0.246	0.099	0.147	59.7%



**PROPOSED PROJECTS**

ID	PROJECT TYPE	SIZE [SQ-FT]	COST ESTIMATE	ESTIMATED GRANT AWARD	AFFECTED WATER BODY	CLEAN WATER BENEFIT
A	SHORELINE STABILIZATION	352	\$16,575	\$8,287.50 [50%]	TURTLE LAKE	SEDIMENT/PHOSPHOROUS
B	NATIVE PLANTINGS	1,485	\$2,900	\$1,450 [50%]	TURTLE LAKE	SEDIMENT/PHOSPHOROUS

**LEGEND**

 SHORELINE BUFFER
  RIP RAP ROCK
  WATER FLOW
  CONTOUR LINE (2')

**NOTES**

CONCEPTUAL DRAWING FOR REFERENCE USE ONLY

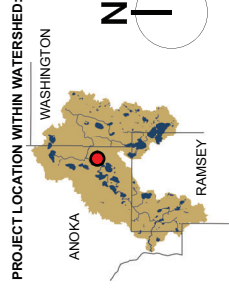
\*DISCLAIMERS:  
 1. COST SHARE FUNDING UP TO 75%, CAPPED AT \$7,500 PER PROJECT  
 2. COSTS AND PERCENTAGES ARE ESTIMATES. FUNDING IS DEPENDENT ON APPROVAL BY THE RCWD BOARD OF SUPERVISORS



**CLEAN WATER PLAN**

**PROPERTY OWNER:**  
 JAMES JULKOWSKI  
**ADDRESS:**  
 5161 ST ALBANS AVE N  
 SHOREVIEW, MN 55126

**DATE:** 01/5/2024  
**CLEAN WATER PLAN PROVIDED BY:**  
 RICE CREEK WATERSHED DISTRICT [RCWD]  
 & RAMSEY COUNTY SOIL & WATER  
 CONSERVATION DIVISION



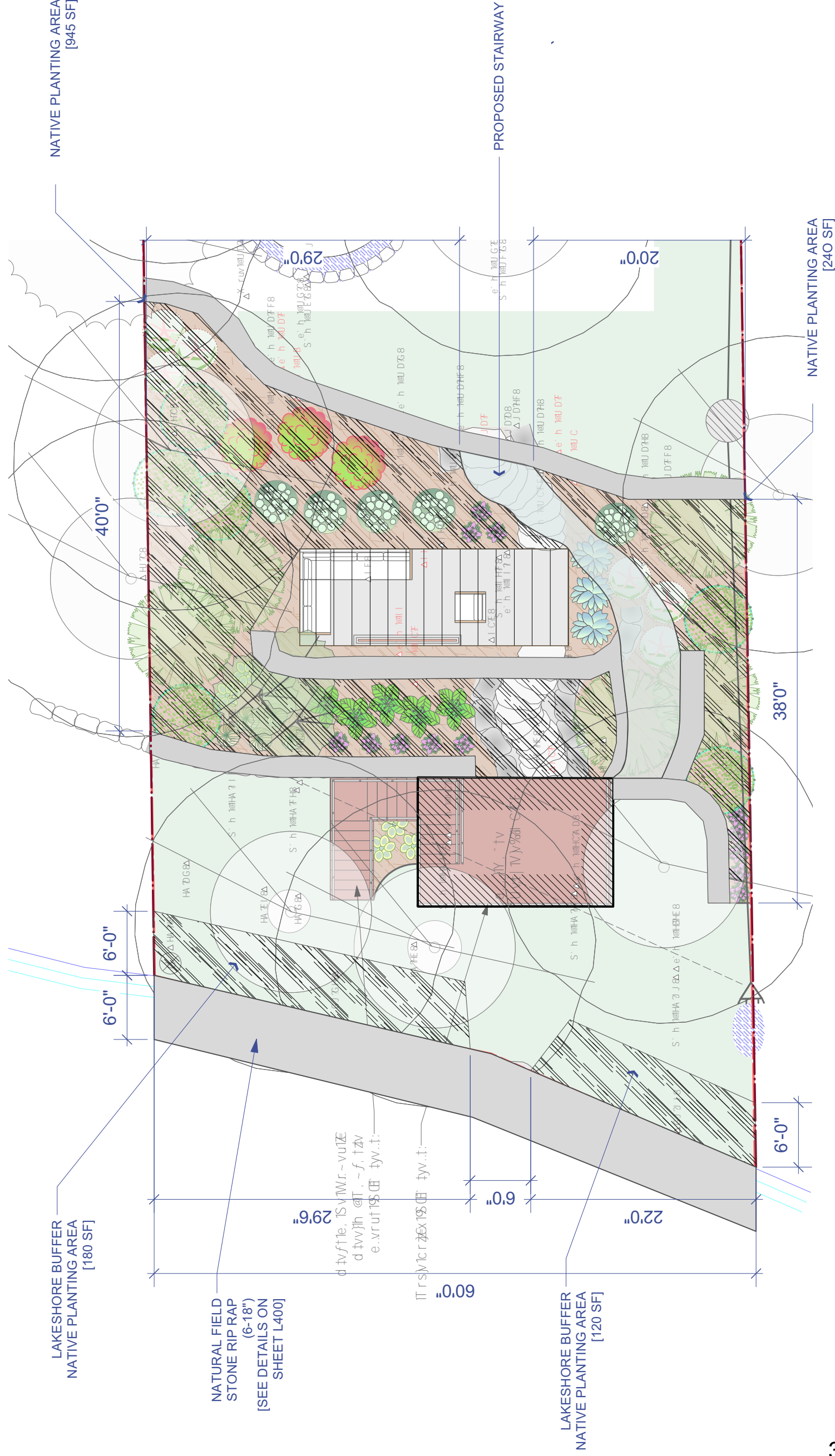


**NATIVE PLANTING NOTES:**

1. REMOVE ALL EXISTING TURF VEGETATION WITHIN PROPOSED NATIVE PLANTING AREA AND PREP FOR NATIVE PLANT INSTALLATION. [1-2 HERBICIDE APPLICATIONS AS NEEDED]
2. INSTALL C125 / SC150BN OR EQUIVALENT NATURAL NETTING EROSION CONTROL BLANKET. [1485 SF]. PLANT WITH NATIVE SPECIES [SEE PLANTING PLAN ON SHEET L200, L300]
3. CONTRACTOR TO LOCATE UTILITIES PRIOR TO BEGINNING WORK AND SECURE ANY NECESSARY PERMITS.
4. CONTRACTOR TO PROVIDE ADEQUATE TEMPORARY PERIMETER & EROSION CONTROL MEASURES DURING ANY SOIL DISTURBANCE PERIODS.

5. CONTRACTOR TO VERIFY ANY REQUIRED CHANGES WITH RCSCWD PRIOR TO INSTALLATION.
6. PLANTING PLAN WITH SPECIES, LAYOUT, SIZING, ETC. PROVIDED ON SHEET L200, L300. FINAL SPECIES LIST INCLUDING SPECIES, SIZING, AND QUANTITY TO BE PROVIDED TO RCSCWD STAFF PRIOR TO PURCHASE AND INSTALLATION FOR APPROVAL.
7. EXACT SIZE/SHAPE OF PLANTING AREA MAY VARY. MAINTAIN APPROXIMATE SQUARE FOOT SIZE. VERIFY FINAL LAYOUT WITH LANDOWNER PRIOR TO HERBICIDE APPLICATION AND PROJECT INSTALLATION.
8. PLANT SPACING IS 2' ON EACH LAYER, COMBINED SPACING IS 1' BETWEEN PLANTS. MATRIX PLANTING MAY BE RANDOM. SEASONAL INTEREST LAYER SHOULD BE PLANTED AS DESIGNED.

9. INSTALL NATURAL STONE STEPPER PATH FROM TOP OF SLOPE TO BOTTOM OF SLOPE. PROPOSED LOCATION ON PLAN MAY VARY [VERIFY LAYOUT WITH LANDOWNER]. MAINTAIN APPROXIMATE WIDTH/SIZE TO MAXIMIZE NATIVE PLANTING AREA AS SHOWN.



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

PROJECT: STANOCH RESIDENCE  
LOCATION: 5161 ST ALBANS STREET N



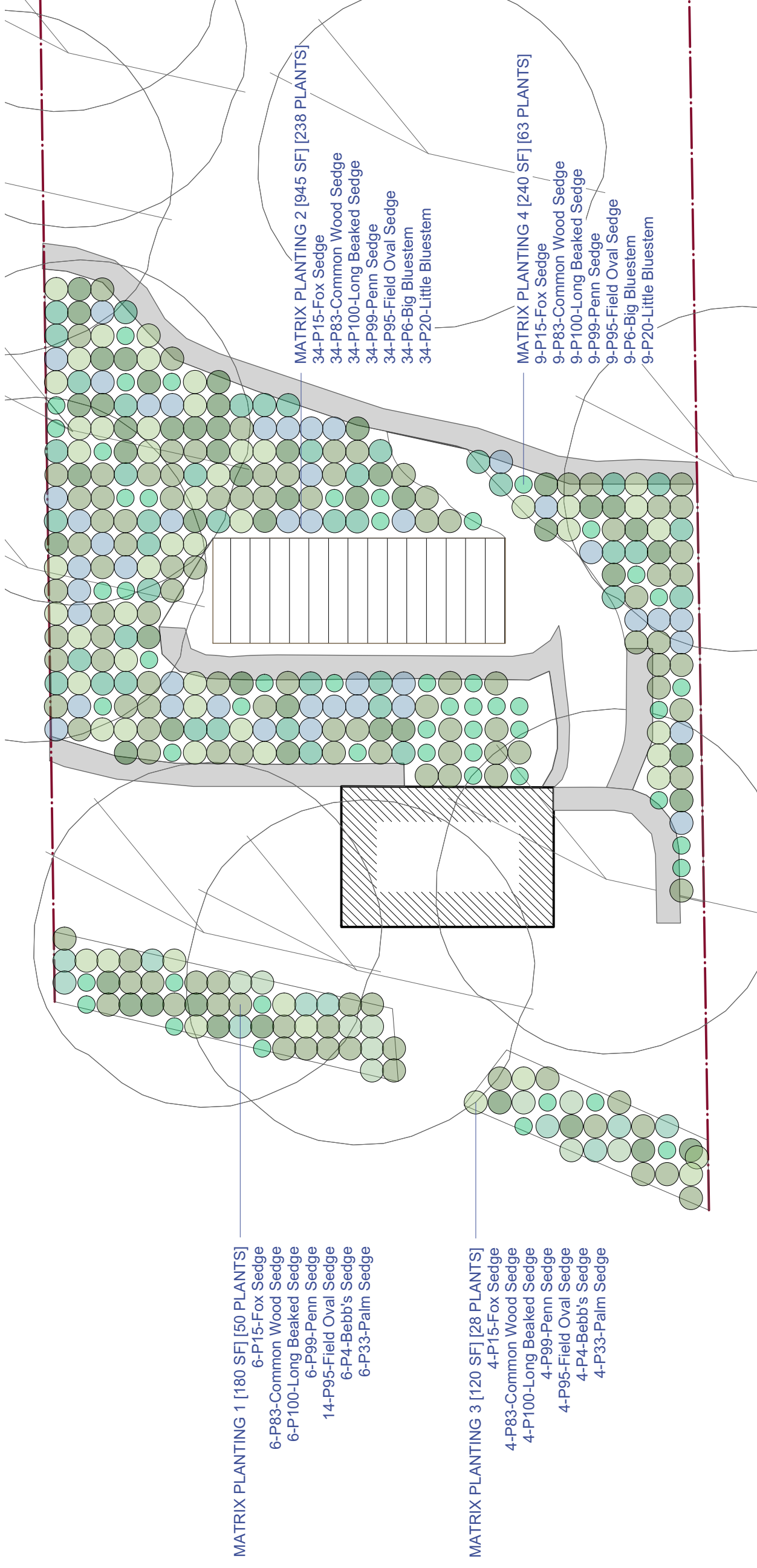
DESIGNER: NICK NEYLON  
DATE: 7/31/2023  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: BTO  
TAA:

NOTES:  
-ELEVATIONS ARE APPROXIMATE [SITE VERIFY]  
-CONTRACTOR TO ACQUIRE ANY NECESSARY PERMITS PRIOR TO BEGINNING WORK  
-EXCAVATE WITH TRACKED EQUIPMENT ONLY  
-RIP UNDERLYING SOILS 6-12" TO REMOVE COMPACTION  
-ORIGINAL SHEET SIZE: 11"x17"



LAYOUT PLAN

L100



**NOTES:**  
1. SEE PLANT SCHEDULE FOR PLANT SIZING AND SPACING.  
2. VERIFY ANY NECESSARY PLANT SIZE OR SPECIES SUBSTITUTIONS WITH RAMSEY SWCD STAFF AND LANDOWNER PRIOR TO INSTALL.  
3. PLANTING LOCATION MAY VARY.



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

PROJECT: JULKOWSKI RESIDENCE  
LOCATION: 5161 ST ALBANS STREET N

WATERSHED DISTRICT:  
RICE CREEK WATERSHED DISTRICT  
**RCWD**  
RICE CREEK WATERSHED DISTRICT

DESIGNER: NICK NEYLON  
DATE: 10/27/2023  
REVISION:  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: BTO  
TAA:

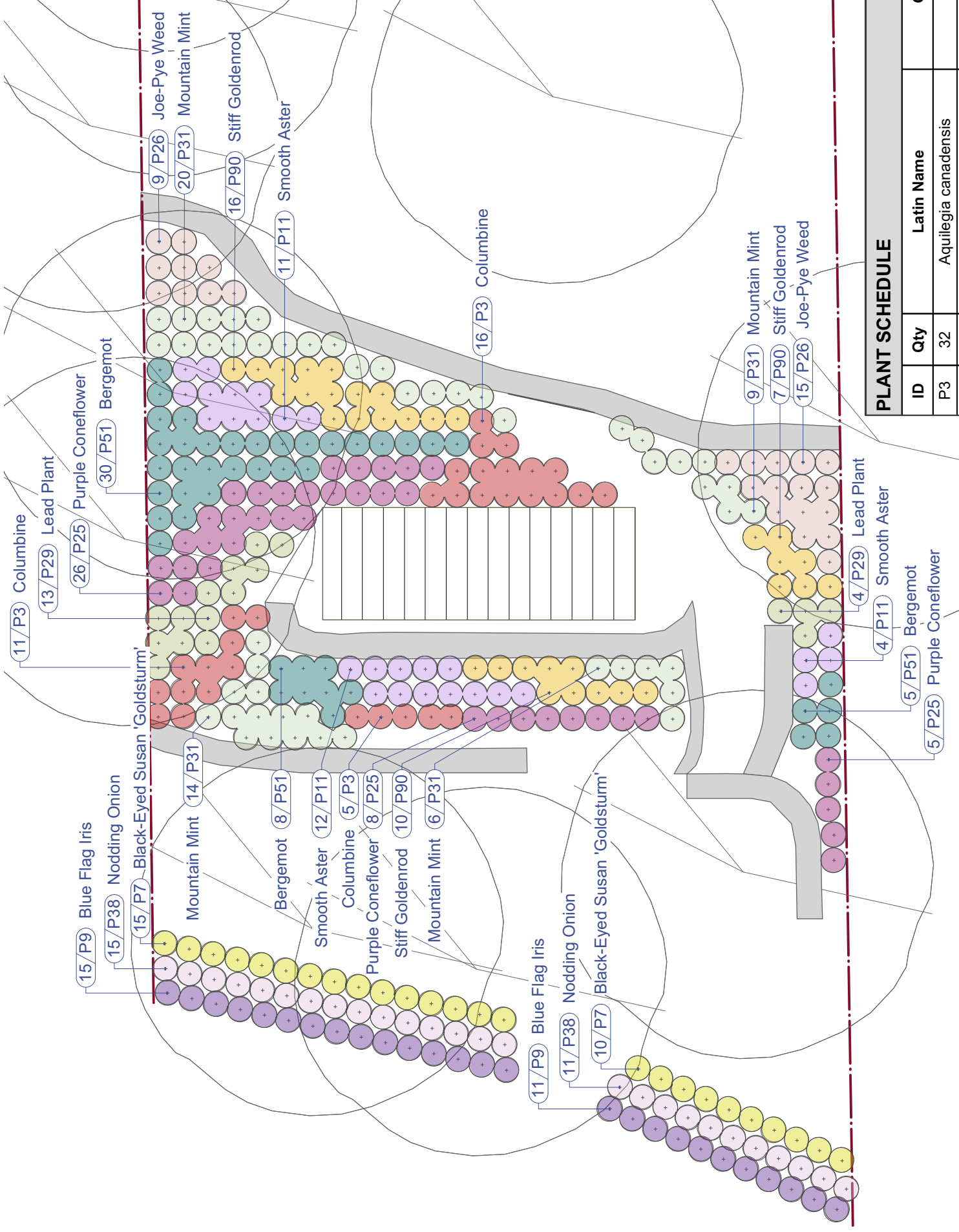
NOTES:  
-CALL GOPHER ONE TO MARK UTILITIES BEFORE DIGGING  
[PLANT LOCATION MAY VARY]  
-ORIGINAL SHEET SIZE: 11"x17"

SCALE: 1"=10'-0"



SEASONAL INTEREST  
PLANTING PLAN

L300



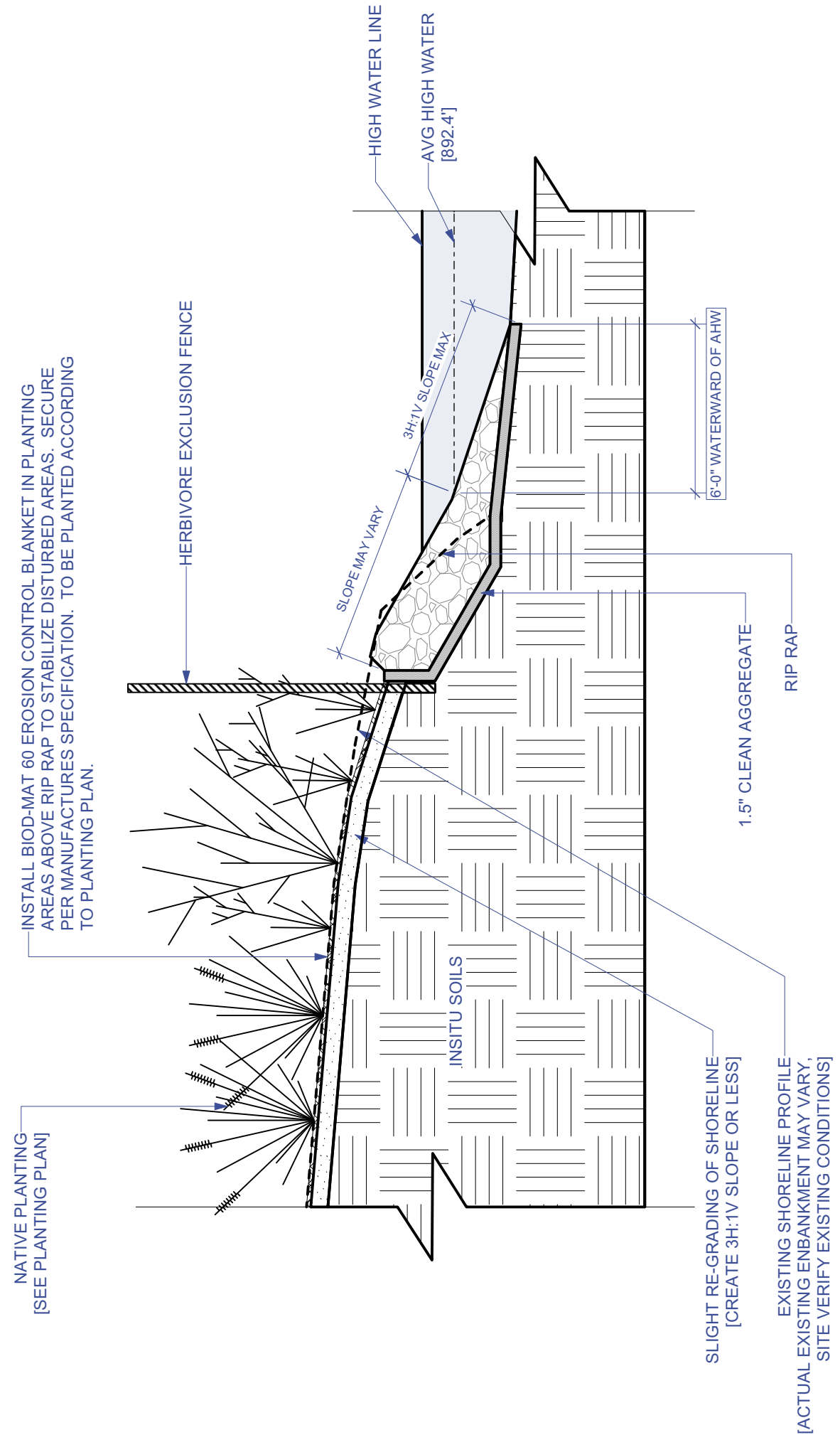
PLANT SCHEDULE

ID	Qty	Latin Name	Common Name	Size	Spacing
P3	32	Aquilegia canadensis	Columbine	2" Pot	2
P7	25	Rudbeckia hirta 'Goldsturm'	Black-Eyed Susan 'Goldsturm'	2" Pot	2
P9	26	Iris versicolor	Blue Flag Iris	2" Pot	2
P11	27	Aster laevis	Smooth Aster	2" Pot	2
P25	39	Echinacea purpurea	Purple Coneflower	2" Pot	2
P26	24	Eupatorium purpureum	Joe-Pye Weed	2" Pot	2
P29	17	Amorpha canescens	Lead Plant	2" Pot	2
P31	49	Pycnanthemum virginianum	Mountain Mint	2" Pot	2
P38	26	Allium cernuum	Nodding Onion	2" Pot	2
P51	43	Monarda fistulosa	Bergemot	2" Pot	2
P90	33	Oligoneuron rigidum	Stiff Goldenrod	2" Pot	2
	<b>341</b>	<b>TOTAL</b>	<b>PLANTS</b>		



**NOTES:**  
1. SEE PLANT SCHEDULE FOR PLANT SIZING AND SPACING.  
2. VERIFY ANY NECESSARY PLANT SIZE OR SPECIES SUBSTITUTIONS WITH RAMSEY SWCD STAFF AND LANDOWNER PRIOR TO INSTALL.

SHORELINE : SECTION VIEW

Scale: 3/8" = 1'-0"



- NOTES:
1. NEW RIP RAP TO BE 6-24" NATURAL FIELDSTONE ROCK, SIZE MAY VARY, VERIFY SIZING OPTIONS WITH RAMSEY COUNTY STAFF.
  2. SLOPES NOT TO EXCEED 3:1 [FOLLOW NATURAL SHORE ALIGNMENT]
  3. THE LARGEST ROCK OF THE RIP RAP SHOULD BE PLACED OVER THE TOE AND END TO ANCHOR THE INSTALLATION. DUMPED ROCK WILL BEST ADJUST ITSELF TO AN UNEVEN AREA. HAND PLACED ROCK IS EASILY DISRUPTED.
  4. INSTALL FILTER/SETTING BED OF 1.5" CLEAN WASHED AGGREGATE [DO NOT USE LANDSCAPE FABRIC]
  5. SLIGHTLY RE-GRADE AREA ABOVE RIP RAP. [3H:1V SLOPE MAX] INSTALL BIOD-MAT 60 EROSION CONTROL BLANKET OR EQUIVALENT ON ALL PLANTING AREAS. PLANT WITH NATIVE SPECIES. SEE PLANTING PLAN ON SHEET L200.
  6. THE RIP RAP MUST BE NO MORE THAN 6 FEET WATERWARD OF THE AVERAGE HIGH WATER LEVEL.
  7. HERBIVORE EXCLUSION FENCE TO BE INSTALLED AROUND ENTIRE PERIMETER OF NATIVE PLANTING. EXCLUSION FENCE TO REMAIN IN PLACE FOR 1-2 FULL GROWING SEASONS TO ALLOW PLANTS TO ESTABLISH.

 <p><b>RAMSEY COUNTY</b></p> <p>RAMSEY COUNTY SWCD 1425 PAUL KIRKWOOD DR ARDEN HILLS, MN 55112 651-266-7280 www.ramseycounty.us</p>	<p>PROJECT: JULKOWSKI RESIDENCE LOCATION: 5161 ST ALBANS STREET N</p> <p>WATERSHED DISTRICT: RICE CREEK WATERSHED DISTRICT</p>  <p>DESIGNER: NICK NEYLON DATE: 10/27/2023 REVISION: REVISION: REVISION: CHECKED BY: BTO TAA:</p> <p>NOTES: -CALL GOPHER ONE TO MARK UTILITIES BEFORE DIGGING [PLANT LOCATION MAY VARY] -ORIGINAL SHEET SIZE: 11"x17"</p>	<p>SCALE: 1"=10'-0"</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------

**ALL ITEMS AS SPECIFIED BELOW ARE FOR REFERENCE USE ONLY**

Julkowski Residence  
 5161 St Albans Avenue North  
 Shoreview MN, 55126  
 BMP Type: Shoreline Restoration and Stabilization  
 Number of BMPs: 1 of 1

County: Ramsey  
 Date: 5-Jan-24

**INSTALLED MATERIALS & LABOR - SHORELINE RESTORATION AND STABILIZATION**

Item	Qty	Unit	Unit Cost	Amount
Site Prep (Sod removal / Herbicide Applications 1-2 minimum, Soil Bed Prep, Etc.)	1.00	LS	\$650.00	\$650.00
Natural Netting Erosion Control Blanket (C125 / S75BN or equal)	1485.00	SY	\$3.75	\$5,568.75
Native Perennial: 2" Plug; or equivalent	720.00	EA	\$5.00	\$3,600.00
Aggregate: Fieldstone Boulder (6"-18")	51.00	TON	\$220.00	\$11,220.00
Aggregate: Clear Rock- 1-1/2"	16.00	TON	\$175.00	\$2,800.00
Sediment Control - Silt curtain or approved equivalent	70.00	LF	\$13.00	\$910.00
Silt Curtain (36") (incl. cable ties and 2" x 2" x 48" hardwood stakes 10' O.C.)				\$0.00
General & Soil Disposal (soil/vegetation from site clearing/planting prep as needed)	1.00	LS	\$200.00	\$200.00
Site Restoration/Turf Repair (repair any turf damage outside of project area)	1.00	LS	\$300.00	\$300.00
Deliveries	1.00	LS	\$125.00	\$125.00
Mobilization	1.00	LS	\$500.00	\$500.00
			Subtotal	\$25,873.75

**INSTALLED MATERIALS & LABOR - ADDITIONAL ITEMS AS NECESSARY**

\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
Subtotal \$	-

**PROJECT TOTAL**

<b>Project Estimate</b>	<b>\$25,873.75</b>
:-10%	\$ 23,286.38
:+10%	\$ 28,461.13
Estimated WD/WMO Grant Award:	\$19,405.31
Estimated RCPR Grant Award:	\$0.00
<b>Potential Grant Award Total:</b>	<b>\$19,405.31</b>
<b>Estimated Landowner Cost:</b>	<b>\$6,468.44</b>

Soil & Water Conservation Division  
 2015 Van Dyke Street  
 Maplewood, MN 55109  
[www.ramseycounty.us](http://www.ramseycounty.us)

## RECITAL

James and Rachel Julkowski desire to hire Cold Stone Shorelines & Retaining Walls Inc. to install stone riprap and wall at 5161 St. Albans Street in Shoreview, MN and Cold Stone Shorelines & Retaining Walls Inc. desires to perform the construction work at the Property on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, and for other good and valuable consideration, Owner and Contractor hereby agree as follows:

## AGREEMENTS

1. **Scope of Work.** Contractor shall furnish all labor, skill and material to perform the following work [refer to attached proposal]. The Work shall not include the following [list exclusions here]:

- a.) The contractor may have to purchase or rent specific tools to construct the project. At times the contractor may not be aware of such items and may need to purchase them while the work is taking place. This is an additional charge, which will be added above and beyond the original contract price. (Generally doesn't apply to riprap, walls or patios)
- b.) Material prices can fluctuate slightly during a year. We are not always able to anticipate the increase. The increase will be added to the final project cost. (Any increases will be discussed and agreed upon before work begins)
- c.) We do saw and pin stones. Depending on the stone we use a number of drill bits and saw blades. Not to exceed \$500 per \$10,000 of cost. (Generally doesn't apply to shoreline riprap projects.)
- d.) We preserve the existing landscape by utilizing plywood on all working surfaces and travel paths. The cost can range from \$1,000-\$2,000 depending upon the project.
- e.) Floating silt fence not to exceed \$250 per 50' Section.
- f.) Any Additional work performed the price will be agreed upon before work begins.
- g.) Permit costs will be added to the final project cost.
- h.) Pinning stone cost \$8/SF

2. **Contract Price.** Please see construction estimate dated 11/10/23 project pricing and specific tasks. A deposit of \$1,000 is due upon signing this agreement. I may ask for progress payments throughout the project depending on project duration.

The project will be completed summer/fall 2024 barring any unusual weather events and high water levels.

Interest shall accrue at the rate of 10% per annum on past due amounts.

3. **Schedule.** Contractor shall promptly commence and diligently prosecute performance of the Work under this Contract. Contractor shall begin the Work on or before summer/fall 2024 subject to causes beyond Contractor's control. (*assuming 2 month project*)

4. **Independent Contractor.** Contractor shall be and act as an independent contractor (and not as the agent, fiduciary or representative of Owner) with regard to performance

of the Work and this Contract. Contractor shall not represent that it is, or hold itself out as, an agent or representative of Owner.

5. **Warranty.** Contractor warrants that: (i) the Work shall be performed in a good and workmanlike manner; (ii) the Work shall in all respects be of good quality, free from all material faults and defects in design, workmanship and material, and (iii) the Work shall be in strict compliance with the requirements of this Contract. This warranty shall continue for **three (5) years following the Completion Date.**

6. **Liens.** Contractor shall promptly pay its subcontractors and suppliers as and when Owner pays Contractor for their work. Contractor shall keep the Property free and clear of liens by Contractor's subcontractors and suppliers.

7. **Insurance.** Contractor shall maintain worker's compensation insurance (with limits as required by law) on all of its employees performing any part of the Work. Prior to commencing the Work, Contractor shall secure such liability insurance as will protect Contractor from and against any and all claims and liabilities arising out of personal injury (including death) or property damage that may result from the performance of the Work. All such insurance shall name Owner as additional insured. Limits of liability shall be as follows: \$1,000,000 each occurrence; \$2,000,000 aggregate; Commercial auto combined single limit \$1,000,000.

8. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless Owner from all claims, liabilities, damages, losses and expenses, including reasonable attorney's fees, during the Contractor's performance of the Work.

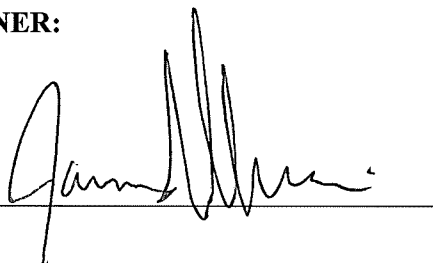
9. **Extra Work.** Contractor shall not perform any extra work beyond the scope of the Work unless the extra work has been agreed to verbally or in writing by Owner and Contractor.

10. **Entire Agreement.** This Contract embodies the entire agreement between Owner and Contractor. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in this Contract. No change, amendment or modification of any of the provisions of this Contract shall be valid unless set forth in a written amendment to this Contract signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**OWNER:**

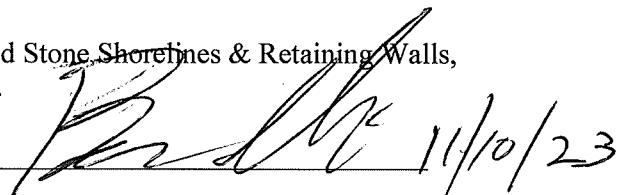
By: \_\_\_\_\_



**CONTRACTOR:**

Cold Stone Shorelines & Retaining Walls,  
Inc.

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



11/10/23

## Landscape cost proposal

**Date:** 11/10/23  
**To:** James & Rachel Julkowski  
 5161 St. Albans Street  
 Shoreview, MN 55126

<u>Description</u>	<u>Units</u>	<u>Cost</u>
<b>Total shore length 55'</b>		
- 6 to 48" riprap	51	<b>\$16,575</b>
- 7" tall boulder steps for lakeshore	3 steps	\$1,950
- Base step	1 step	\$675
<b>Based upon Southview plan bank slope height 24 total – 8' shed height = 16'</b>		
<b>Cut stone steps</b>	<b>27 steps</b>	<b>\$17,750</b>
<b>Stone wall to accompany steps</b>	<b>245 sf</b>	<b>\$19,600</b>
<b>Excavate platform in hill 24'L x 8' W x 6'D</b>		
1' x 8' x 24' = 7.11 yds x fluff factor 1.3 = 9.2 yds		
=1/2(5'x8') = 20sf x 24'L = 480ft <sup>3</sup> /27 = 17.7yds x fluff factor 1.3 = 23.1 yds		
	32 yds	\$4,800
<b>Base material under concrete 1' x 8' x 24'</b>	7.1 yds	\$1,240
<b>Stone wall for patio 24'L x 6' H = 144sf</b>		
<b>Wing wall for patio 1/2(6'x8') = 24sf x 2 walls = 48sf</b>		
	192 sf	\$15,360
<b>Plywood path</b>	1 job	\$1,600
<b>Equipment transport</b>	1 job	\$750
Updated to account for granite, assume to use 100 tons		\$5,500
<b>Total estimated project cost</b>		<b>\$85,800</b>

*update to correct stair counts*

Above you will find the cost estimate including labor and materials for each activity listed above. The dimensions were obtained from Southview's plan and survey. All material is assumed to be fieldstone. We do cut and thermal the stones to insure tight-fitting joints. In addition all stones are pinned to prevent any substantial future movement.



I have included a list of references. Please feel free to contact these folks. They can attest to the quality of our work. I would like to visit again and go over the cost proposal in person. Thank you for taking the time to meet with me and look forward to the next steps.

Thank you,

Ben Andreski  
(Civil Engineer)  
Cold Stone Shorelines and Retaining Walls Inc.

[www.coldstoneshorelines.com](http://www.coldstoneshorelines.com)  
Office (651) 433-4333  
Cell (651) 330-8783

#### References

Julie Edinger (Stone Stairway)  
606 Oakwood Drive  
Anoka, MN 55303  
(763) 568-9810 Julie's Cell

Don & Terry Vry (Stone Stairway)  
11848 Mississippi Drive  
Champlin, MN 55316  
(612) 236-3035 Don's Cell

Scott & Ashley Nicholls (Stone Stairway)  
2689 South Shore Blvd.  
White Bear Lake, MN 55110  
(651) 210-7613 Ashley's cell

Linda & Scott Hansoln (Stone Stairway)  
1124 Amble Drive  
Arden Hills, MN 55112  
(612) 741-8387 Linda's Cell

John Ward (Shoreline & Steps)  
740 Benton Street  
Anoka, MN 55303  
(763) 238-5940

ALL ITEMS AS SPECIFIED BELOW ARE FOR REFERENCE USE ONLY

Julkowski Residence  
 5161 St Albans Avenue North  
 Shoreview MN, 55126  
 BMP Type: Shoreline Restoration  
 Number of BMPs: 1 of 1

County: Ramsey  
 Date: 5-Jan-24

**INSTALLED MATERIALS & LABOR - SHORELINE RESTORATION**

Item	Qty	Unit	Unit Cost	Amount
Site Prep (Sod removal / Herbicide Applications 1-2 minimum, Soil Bed Prep, Etc.)	1.00	LS	\$650.00	\$650.00
Natural Netting Erosion Control Blanket (C125 / S75BN or equal)	1485.00	SY	\$3.75	\$1,563.75
Native Perennial: 2" Plug; or equivalent	720.00	EA	\$5.00	\$2,070.00
General & Soil Disposal (soil/vegetation from site clearing/planting prep as needed)	1.00	LS	\$200.00	\$200.00
Site Restoration/Turf Repair (repair any turf damage outside of project area)	1.00	LS	\$300.00	\$300.00
Deliveries	1.00	LS	\$125.00	\$125.00
Mobilization	1.00	LS	\$500.00	\$500.00
			Subtotal	\$5,408.75

**INSTALLED MATERIALS & LABOR - ADDITIONAL ITEMS AS NECESSARY**

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Subtotal	\$	-

**PROJECT TOTAL**

Project Estimate	\$5,408.75
:-10%	\$ 4,867.88
:+10%	\$ 5,949.63
Estimated WD/WMO Grant Award:	\$4,056.56
Estimated RCPR Grant Award:	\$0.00
Potential Grant Award Total:	\$4,056.56
Estimated Landowner Cost:	\$1,352.19

Soil & Water Conservation Division  
 2015 Van Dyke Street  
 Maplewood, MN 55109  
[www.ramseycounty.us](http://www.ramseycounty.us)

**PUBLIC HEARING: STORMWATER MANAGEMENT GRANT  
REQUESTS FROM CITIES OF ARDEN HILLS, FRIDLEY, NEW  
BRIGHTON, WHITE BEAR TOWNSHIP, AND WILLERNIE**



- St. Paul Pioneer Press newspaper January 26 and February 2, 2024
- White Bear Press newspaper January 31, 2024
- Life newspaper January 26, 2024
- Mailed notice and SMG applications to RCWD counties January 22, 2024
- Mailed notice to RCWD cities January 22, 2024
- District website & posted notice at office January 22, 2024
- District email noticing January 23, 2024

**NOTICE OF PUBLIC HEARING on  
Stormwater Management Grant Requests from Cities of  
Arden Hills, New Brighton, Fridley, White Bear Township, and Willernie**

PLEASE TAKE NOTICE that the Rice Creek Watershed District (District) Board of Managers will hold a public hearing under Minnesota Statutes 103B.251 on the ordering of one or more of the following projects: City of Arden Hills – 2024 PMP Street & Utility Improvements (\$94,650), City of Fridley – City of Fridley 2024 Street Rehab Project (\$30,000), City of New Brighton – 4<sup>th</sup> St BW Storm Sewer Improvements (\$100,000), White Bear Township – Bellaire Ave Stormwater Pond (\$118,000), and City of Willernie – Craig Place Storm Sewer Improvements (\$33,150). The District may select all, some or none of the applications for full or partial funding. The District’s total share of cost for selected projects will not exceed \$300,000 and would be funded by general tax levy on real property within the watershed. The public hearing will be held during the District’s regular board meeting on Wednesday, February 14, 2024, at 9:00 a.m. in the Shoreview City Council Chambers, 4600 North Victoria Street, Shoreview, Minnesota and also via Zoom. The Zoom meeting instructions are below. If you have any questions, please contact Will Roach [wroach@ricecreek.org](mailto:wroach@ricecreek.org); 763-398-3085. The grant requests can be viewed on the district website <https://www.ricecreek.org/grants/stormwater-management-grants/>, or at the District office: 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, MN 55449.

**Join Zoom Meeting**

<https://us06web.zoom.us/j/86988041516?pwd=cHEPkeBQaFNPHoTLo4d1VNeuJuhHzp.1>

Meeting ID: 869 8804 1516

Passcode: 563919

+1 312 626 6799 US (Chicago)

Meeting ID: 869 8804 1516

Passcode: 563919



**MEMORANDUM**  
**Rice Creek Watershed District**

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**Date:** February 5<sup>th</sup>, 2024  
**To:** RCWD Board of Managers  
**From:** Will Roach, Watershed Technician/Inspector  
**Subject:** 2024 Stormwater Management Grant Program Applications – Public Hearing

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**Introduction**

District staff will host a public hearing to receive comment from the public regarding the five eligible Stormwater Management Grant applications.

**Background**

The District received five applications from five different applicants for funding through its 2024 Stormwater Management Grant program. These applications are attached to this memo. District staff will provide a brief summary presentation during a duly noticed public hearing to be held on February 14, 2024, during the Board’s regular meeting. No action will be taken during the February 14, 2024, meeting. After public comment, the Board is invited to ask questions or provide preliminary comment to District staff regarding the applications. Board action on the applications is scheduled for the February 28, 2024, during the regular meeting.

**Attachments**

Cost-Share Applications (5 eligible)

**MEMORANDUM**  
**Rice Creek Watershed District**



**1. City of Arden Hills – 2024 PMP street & Utility Improvements**

- a. Target Waterbody: Valentine Lake
- b. Estimated Project Cost: \$189,300
- c. Requested Grant: \$94,650

**2. City of Fridley – 2024 Street Rehabilitation Project No. ST2024-01**

- a. Target Waterbody: Rice Creek/Locke Lake
- b. Estimated Project Cost: \$60,000
- c. Requested Grant: \$30,000

**3. City of New Brighton – 4<sup>th</sup> Street NW Storm Sewer Improvements**

- a. Target Waterbody: Long Lake
- b. Estimated Project Cost: \$851,994
- c. Requested Grant: \$100,000

**4. White Bear Township – Bellaire Ave Stormwater Pond**

- a. Target Waterbody: White Bear Lake
- b. Estimated Project Cost: \$236,000
- c. Requested Grant: \$100,000\*

**5. City of Willernie – Craig Place Storm Sewer Improvements**

- a. Target Waterbody: White Bear Lake
- b. Estimated Project Cost: \$66,300
- c. Requested Grant: \$33,150

**\*Requested grant exceeds \$100,000.**



# Rice Creek Watershed District

## Stormwater Management Grant Program

### 2024 Application Form

#### I. APPLICANT INFORMATION

Organization (to be named as Grantee): City of Arden Hills  
 Street Address: 1245 West Highway 96  
 City, State, Zip: Arden Hills, MN 55112  
 Tax Status: Local Government Tax ID#: 9047998  
*(e.g., local government, non-profit 501(c)(3), private business, etc.)*

#### II. PROJECT CONTACTS

Project Officer: <u>David Swearingen</u>	Financial Officer: <u>Dave Perrault</u>
Title: <u>Public Works Director/City Engineer</u>	Title: <u>City Administrator/Finance Director</u>
Telephone: <u>651-792-7847</u>	Telephone: <u>651-792-7824</u>
Fax: _____	Fax: _____
Email: <u>dswearingen@cityofardenhills.org</u>	Email: <u>dperrault@cityofardenhills.org</u>

#### III. PROJECT INFORMATION

Project Name: 2024 PMP Street & Utility Improvements  
 Location(s) of Project: Royal Lane, Norma Avenue, Briarknoll Drive, Briarknoll Circle, McClung Drive, Colleen Avenue, Colleen Circle, James Avenue, Royal Hills Drive, Arden Vista Court, and Keithson Drive  
 City: Arden Hills State: MN County: Ramsey  
 Project Start Date: Spring 2024 Project Completion Date: Fall 2024  
 Project Type (check only those that directly apply):  
 Water Quality Treatment Project     Stormwater Reuse Irrigation Project  
 Peak Runoff Rate Control Project     Runoff Volume Control / Flood Storage Project  
 Other: \_\_\_\_\_  
 Is a RCWD Rule C permit required for this project?     YES     NO     UNKNOWN

#### IV. GRANT REQUEST

RCWD Grant Funding Requested: \$ 94,650  
 Applicant Match Funding Committed: \$ 94,650  
 State/Other Funding Committed: \$ 0 Source(s): N/A  
 Total Estimated Project Cost: \$ 189,300 N/A  
 Would you be willing to accept grant funding in an amount less than requested?     YES     NO

#### V. SIGNATURE OF APPLICANT

I certify that the information contained within this application is true and accurate.

  
 Signature of Project Officer

11/21/23  
 Date

**VI. Executive Summary / Abstract**

Include a brief Executive Summary (100 words or less) that summarizes the main goals and activities of the project and the expected environmental outcomes that will be achieved. Identification of the total amount of funds being requested along with the required match, and how you heard about the program should be included in the Executive Summary. The summaries will be used in the grant review process and on the RCWD website, for projects that are funded.

As part of the City of Arden Hills greater 2024 PMP Street & Improvements project, it is propose

**VII. Description (10 points)**

The RCWD has established guidelines for prioritizing projects based on location. Water quality improvement projects should be located to benefit a RCWD lake classified as either “Protection” or “Restoration” (see Table 2-4 in the RCWD 2020 Watershed Management Plan), and/or a waterbody with an approved Total Maximum Daily Load (TMDL) study or other recognized diagnostic water quality study. Flood storage and runoff rate control projects should focus on reducing peak flood elevations in known regional flood hazard areas and/or documented local problem areas. Describe the specific watershed management, water quality or quantity need(s) that the project will address and its impact on the target water resource within the District.

Name the target waterbody benefitting from this project: Valentine Lake

List and describe the Best Management Practices (BMPs) to be incorporated into this project.

Nine sump storm manholes with SAFL Baffles will be installed just prior to each system's outfall.

If applicable, describe how the project impacts or protects RCWD groundwater resources, minimizes impervious surfaces, and/or maximizes infiltration.

The project will protect the RCWD by capturing sediment and chemicals to keep them from ente

Provide drawings, maps and/or schematics which graphically illustrate the location and conceptual design of the project. **(Attach separate sheets.)**

Describe how long-term operation and maintenance of the project will be accomplished.

Each structure will be inspected at least annually (or more frequently if deemed necessary over





**VIII. Prioritization (15 points)**

How does the project support existing regional planning efforts such as the RCWD Watershed Management Plan, municipal surface water management plans, TMDLs, or other recognized diagnostic studies? Is the project included on the Member Community Project List (Appendix G) within the RCWD Watershed Management Plan? Please provide citations where possible.

The project areas all flow into stormwater management ponds that ultimately flow to Valentine I

**IX. Targeting (15 points)**

Describe the critical pollution or flooding sources and risks addressed by this project. Explain why the proposed project is the most cost-effective and feasible means to attain the expected resource benefits. Has a formal analysis been conducted to substantiate this position?

There is an existing pollution risk from the existing system which is leading to the need for ponc

**X. Measurable Outcomes (20 points)**

Provide a detailed estimate and description of the anticipated pollutant reduction, stormwater rate/volume reduction, groundwater withdrawal reduction, and/or other environmental or natural resource benefits associated with the project. Describe the methods and cite the sources (i.e. P8 model, HydroCAD, XP-SWMM, MIDS, MN Stormwater Manual, etc.) used to calculate or estimate the pollutant reductions and/or hydrologic outcomes. **(Mandatory for RCWD to consider your proposal!)**

SAFL Baffles are a pretreatment BMP that capture and retain stormwater sediment total susper

Describe the strategy for monitoring and/or evaluating the results or effectiveness of the project, including how success will be defined and measured.

The effectiveness of the project will be determined over time as it is determined how much sedir



**XI. Cost-Effectiveness (20 points)**

Provide a detailed budget that lists each item for which funding is being requested. You must also list the sources of required local matching contributions. Why is this the most cost-effective approach to solving the problem? Have other alternatives been explored? **(Attach separate sheets if needed.)**

See attached cost estimate for the project elements which funding is being requested for. Matchi

**XII. Project Readiness (10 points)**

Please describe the anticipated timeline for implementing this project. What steps have been taken to ensure that the project can be implemented according to this timeline? Are any permits needed?

The work identified is part of the City of Arden Hills greater 2024 PMP Street & Utility Improvement

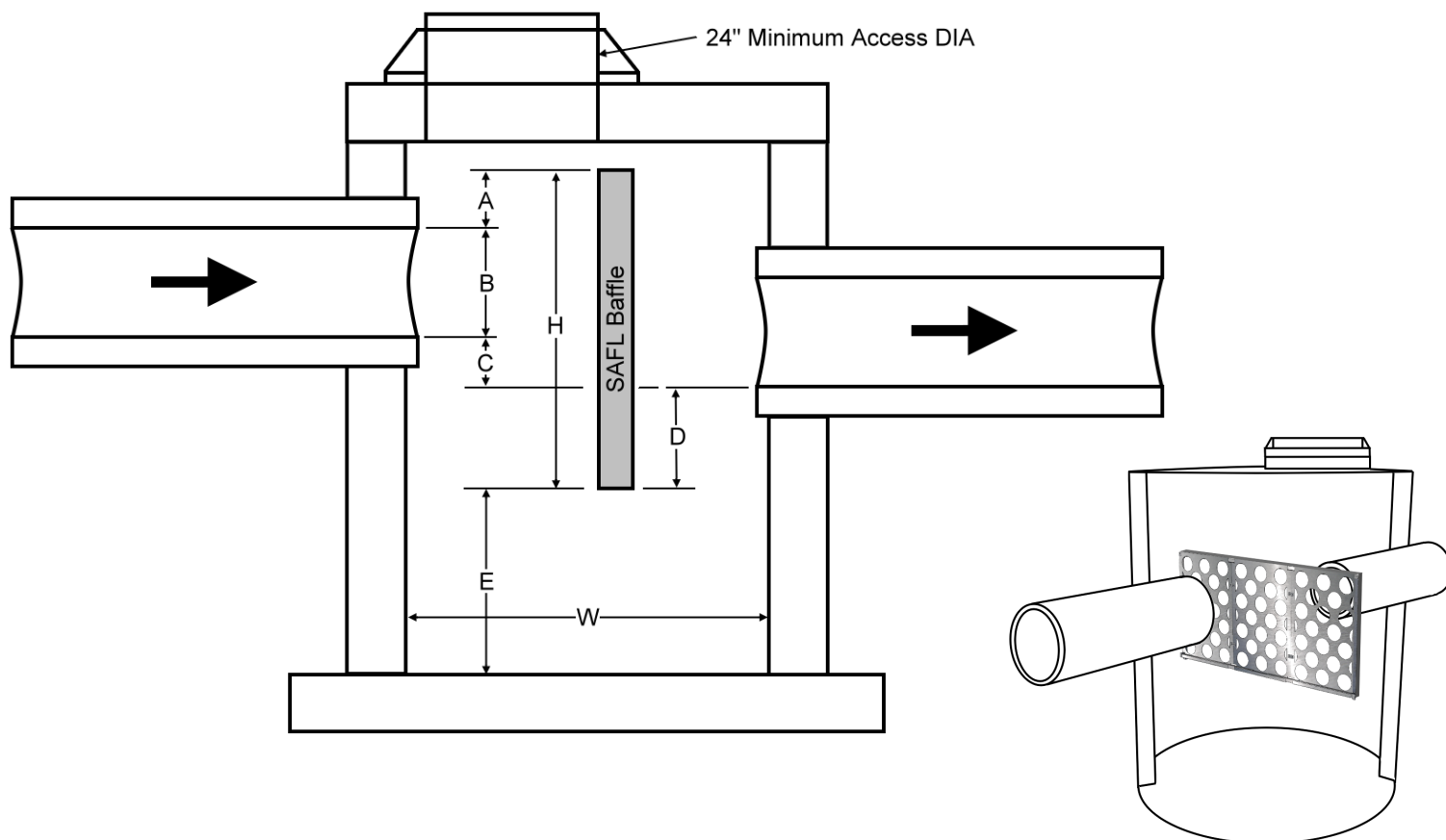
**XIII. Engagement Opportunities (10 points)**

Demonstrate any potential for public engagement, education and demonstration and describe what methods will be used to ensure that the purpose and success of the project are made known to the public. Applicants must incorporate a public engagement component into the project.

The purpose of the SAFL Baffles and the reason for inclusion in the project will be made known to



# SAFL BAFFLE SIZING REQUIREMENTS



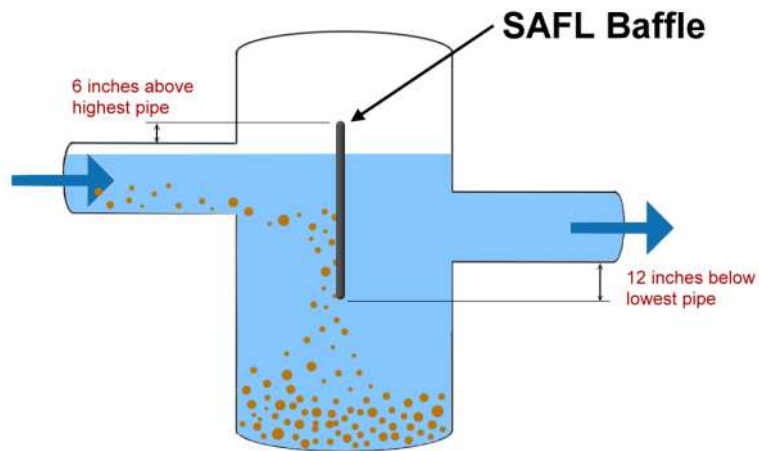
A	0 to 6" 6" is ideal
B	Inlet pipe inside diameter
C	0 to 6" 0" is ideal
D	12"
E	36" Minimum. 48" or greater is ideal and results in less frequent sump cleanout
W	W = Sump diameter if round or width if rectangular
H	Baffle height = A + B + C + D
Purchase Baffle Size	W x H View the complete list of <a href="#">Available Baffle Sizes</a>
	Also see: <a href="#">Bracing Guide</a> & <a href="#">Stacking Guide</a>
NOTE 1	If H is greater than 57" two SAFL Baffles may be stacked.
NOTE 2	75% of flow must be horizontal. No more than 25% falling from above
NOTE 3	This detail does not cover sizing the sump for sediment removal efficiency. Contact Upstream for sump sizing or use <a href="#">SHSAM Software</a>
NOTE 4	For more information, see our <a href="#">Design Guide</a>

PATENT PROTECTED Patents: US #8663466B2 - US #8715507B2 - US #9506237B2 - CA #2742207

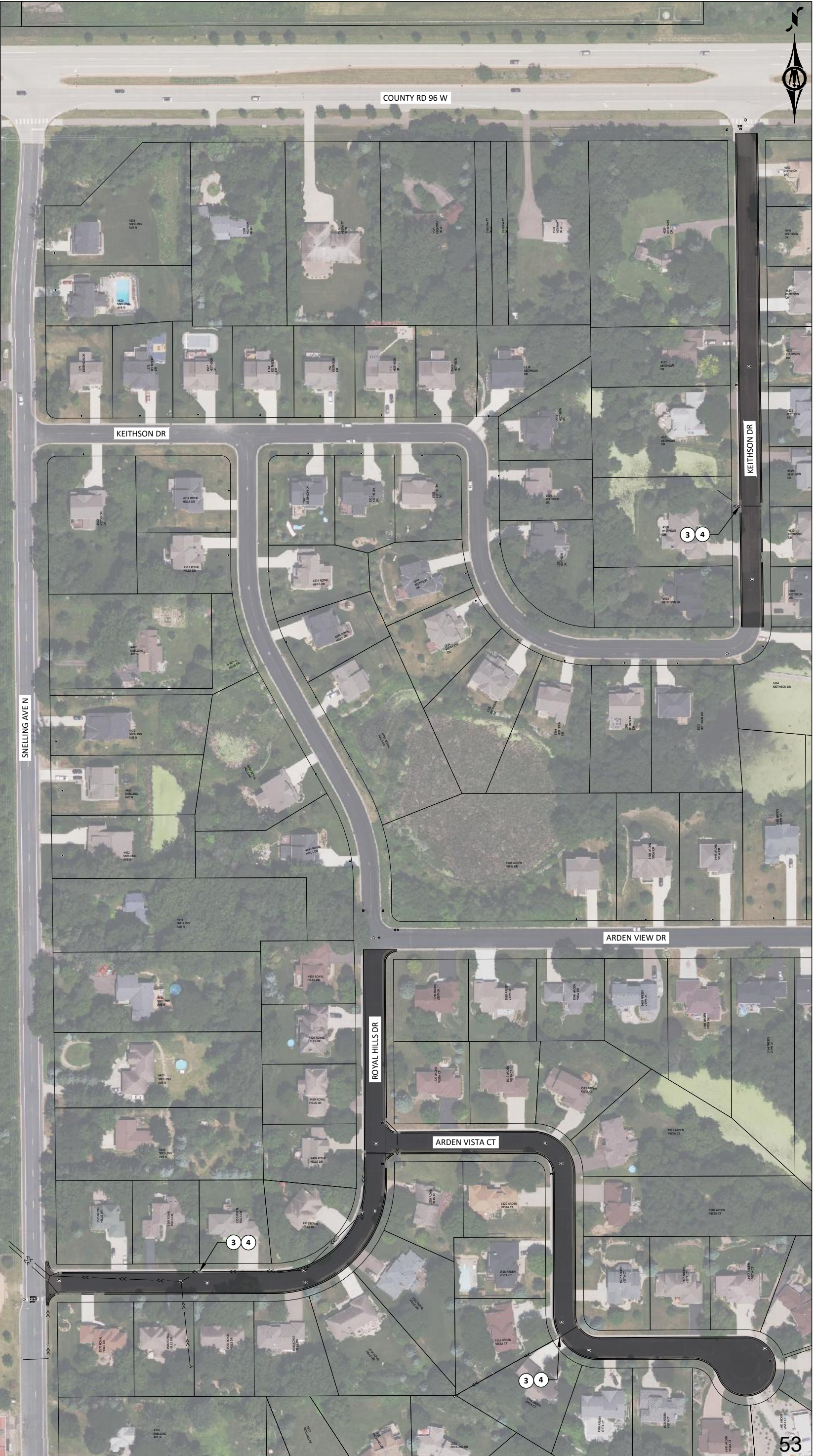
This generic detail does not encompass the sizing, fit, and applicability of the SAFL Baffle for this specific project. It is the ultimate responsibility of the design engineer to assure that the design is in compliance with all applicable laws and regulations. The SAFL Baffle is a patented technology of Upstream Technologies, Inc. Upstream Technologies does not approve plans, sizing, or system designs.

**SAFL BAFFLE SIZING DETAIL**  
 UPSTREAM TECHNOLOGIES INC.  
 5201 EAST RIVER ROAD, SUITE 303  
 FRIDLEY, MN 55421  
 651-237-5123

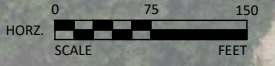




LEGEND	
	PROJECT AREA
	EXISTING STORM SEWER
	EXISTING WATERMAIN
	PROPOSED WATERMAIN
	PROPOSED SANITARY SEWER PIPE
	PROPOSED STORM SEWER PIPE
	TREE REMOVAL
	REPLACE RINGS AND CASTING
	MUD STRUCTURE/INVERT
	SUMP & SAFI BAFFLE
	REPLACE STRUCTURE
	PROPOSED STRUCTURE
	REPLACE GATE VALVE AND BOX
	REPLACE SANITARY RINGS & CASTING/ADD CHIMNEY SEAL
	GRADE CHANNEL
	ADD RIP RAP
	ADJUST APRON
	REPLACE HYDRANT
	SEWER PIPE GROUTING
	DOCUMENTED CURB PONDING



H:\ARDH\071130168\CAD\C3D\MISC\_130168\_RCWD FIGURE\_1.dwg 11/16/2023 8:45:07 AM





H:\ARDH\071130168\CAD\C3D\MISC\_130168\_RCWD FIGURE\_2.dwg 11/16/2023 12:56:30 PM

	<u>Arden Vista Ct</u>	Briarknoll Dr	Colleen Ct	James Ave	Keithson Dr	McClung Dr	Royal Hills Dr	Royal Lane	Totals
PP load	1.5	5.86	2.87	0.83	1.29	1.44	0.46	2.61	16.87
PP removed	0.98	0.98	1.42	0.67	0.63	0.92	0.42	1.01	7.05
DP load	1.23	4.79	2.35	0.68	1.06	1.18	0.38	2.14	13.80
DP removed	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TP load	2.73	10.65	5.22	1.51	2.35	2.62	0.84	4.75	30.67
TP removed	0.98	0.98	1.42	0.67	0.63	0.92	0.42	1.01	7.05
<b>TP removed (%)</b>	35.90	9.24	27.25	44.77	27.00	34.93	50.38	21.28	<b>22.98</b>
TSS load	495.38	1934.95	948.56	273.87	426.91	476.82	153.04	862.06	5571.59
TSS removed	323.98	325.07	479.97	222.93	209.61	302.78	140.18	333.62	2338.14
<b>TSS removed (%)</b>	65.40	16.80	50.60	81.40	49.10	63.50	91.60	38.70	<b>41.97</b>

**PRELIMINARY ENGINEER'S ESTIMATE FOR RCWD GRANT ITEMS**

2024 PMP STREET & UTILITY IMPROVEMENTS

CITY OF ARDEN HILLS, MINNESOTA

BMI PROJECT NO. 0T1.130168

ITEM NO.	SPEC. REF	DESCRIPTION	NOTES	UNIT	RECLAMATION AREAS		MILL & OVERLAY AREAS		TOTAL ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE			
					STREET	STORM	STREET	STORM						
1	2104.502	REMOVE DRAINAGE STRUCTURE		EACH	0	4	0	3	7.00	\$550.00	\$ 3,850.00			
2	2104.503	REMOVE SEWER PIPE (STORM)		LIN FT	0	4	0	4	8.00	\$15.00	\$ 120.00			
3	2104.503	REMOVE CURB & GUTTER (SPOT)	(3)	LIN FT	80	0	48	0	128.00	\$10.00	\$ 1,280.00			
4	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	0	10	0	8	18.00	\$1,500.00	\$ 27,000.00			
5	2506.502	CASTING ASSEMBLY (STORM)	(12)	EACH	0	5	0	4	9.00	\$1,200.00	\$ 10,800.00			
6	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		LIN FT	0	9.0	0	9.1	18.10	\$650.00	\$ 11,765.00			
7	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	(15)	LIN FT	0	37.7	0	31.0	68.70	\$650.00	\$ 44,655.00			
8	2506.602	SAFL BAFFLE		EACH	0	5	0	4	9.00	\$7,500.00	\$ 67,500.00			
9	2531.503	CONCRETE CURB & GUTTER DESIGN B618 (SPOT)		LIN FT	80	0	48	0	128.00	\$40.00	\$ 5,120.00			
<b>ESTIMATED CONSTRUCTION SUBTOTAL</b>					\$	<b>4,000.00</b>	\$	<b>91,115.00</b>	\$	<b>2,400.00</b>	\$	<b>74,575.00</b>	\$	<b>172,090.00</b>
<b>10% CONTINGENCY</b>					\$	<b>400.00</b>	\$	<b>9,112.00</b>	\$	<b>240.00</b>	\$	<b>7,458.00</b>	\$	<b>17,210.00</b>
<b>ESTIMATED CONSTRUCTION TOTAL</b>					\$	<b>4,400.00</b>	\$	<b>100,227.00</b>	\$	<b>2,640.00</b>	\$	<b>82,033.00</b>	\$	<b>189,300.00</b>



## **VI Executive summary.**

As part of the City of Arden Hills greater 2024 PMP Street & Improvements project, it is proposed to replace the final storm sewer structure prior to an outfall with a sump and SAFL Baffle. The goal is to remove sediment and chemicals from the stormwater that ultimately flows into Valentine Lake. The total cost for the installation of 10 new sump structures with SAFL Baffles is estimated to be \$189,300 and Arden Hills is requesting 50% of the eligible costs, \$94,650, through the grant program. Arden Hills heard about the grant program through conversations with RCWD staff during a preliminary meeting for the project.

## **VII Description**

Nine sump storm manholes with SAFL Baffles will be installed just prior to each system's outfall. SAFL Baffles are a stormwater pretreatment system that is installed with a sump storm sewer manhole structure to provide stormwater quality treatment by removing sediment, and harmful chemicals (such as phosphorus) that cling to the surface area of sediment, from stormwater which keeps it out of downstream water bodies. It works by capturing and retaining sediment, by stopping the rotating scour action that takes place during high flow conditions.

The project will protect the RCWD by capturing sediment and chemicals to keep them from entering the stormwater ponds/drainage systems that lead to Valentine Lake, and ultimately Rice Creek.

Each structure will be inspected at least annually (or more frequently if deemed necessary over the first season of operation) by city maintenance staff. As the SAFL Baffle captures sediment which settles into the sump, staff will utilize a Vac Truck to remove the accumulated sediment and ensure proper operation of the structure is maintained.

## **VIII Prioritization**

The project areas all flow into stormwater management ponds that ultimately flow to Valentine Lake. Seven of the nine locations all flow through the stormwater management pond located southwest of Briarknoll Drive (adjacent to Highway 10) which includes RCWD's "Highway 10 & 694 Outlet Structure" facility. By capturing the sediment before outletting into the stormwater management ponds, it will reduce the amount of maintenance (such as pond dredging) required on the ponds. It will also reduce the amount of sediment that enters the RCWD outlet structure facility and the amount that finds its way downstream to the major resources of concern (such as Valentine Lake). This project is not included on the Member Community Project List.

## **IX Targeting**

There is an existing pollution risk from the existing system which is leading to the need for pond dredging activities. This pollution risk comes from the conveyance of sediment through the stormwater system that finds its way into our stormwater ponds, lakes, and rivers. This causes both underperforming systems and pollution to these natural resources that adversely impacts water quality for humans,

animals, and vegetation. SAFL Baffles are installed in existing systems, often in structures that are already in place, to capture sediment before it reaching our stormwater ponds, lakes, and rivers which makes it a very cost-effective solution to provide the desired pollutant reduction. Additional research can be found at the following website: <https://upstreamtechnologies.us/docs/SAFL/SAFL-Baffle-Research-Summary.pdf>

## **X Measurable Outcomes**

SAFL Baffles are a pretreatment BMP that capture and retain stormwater sediment total suspended solids (TSS). The MnDNR indicates they provide considerable water quality benefits ([https://www.dnr.state.mn.us/water\\_access/bmp/sump\\_manhole\\_with\\_safl\\_baffle\\_bmp.html](https://www.dnr.state.mn.us/water_access/bmp/sump_manhole_with_safl_baffle_bmp.html)). SHSAM (Sizing Hydrodynamic Separators And Manholes) software was used to estimate the percent removal of suspended sediments in the stormwater runoff from SAFL Baffles in sump storm structures. Using the catchment areas that drain to each storm sewer system that will have a SAFL Baffle installed throughout the project along with the results from SHSAM, the total pollutant reductions were determined using MIDS modeling. The Total Phosphorus loading is 30.67 lbs and the removal amount is 7.05 lbs for an overall removal of 23% TP. The Total Suspended Sediment loading is 5,571 lbs and the removal amount is 2,338 lbs for an overall removal of 42% TSS.

The effectiveness of the project will be determined over time as it is determined how much sediment is captured. This will be through two measurable results. The first being the amount of sediment retained in the SAFL Baffle sump structures that requires removal. And the second being the stormwater pond storage volume. This project will dredge a couple of the stormwater ponds in the area (with more planned in the future). A bathymetric survey was completed to determine the volume of existing sediment in these ponds and will be designed and re-surveyed to determine the post-construction storage volume. This same exercise can be completed in the future to determine if sediment is finding its way to the ponds at the same rate or not.

## **XI Cost-Effectiveness**

See attached cost estimate for the project elements which funding is being requested for. Matching funds will be provided from a combination of the City of Arden Hills Surface Water Management Utility Fund and its PIR Fund. This is the most cost-effective approach because it provides a high pollutant reduction performance without significant additional project costs, when compared to other relevant BMP's.

## **XII Project Readiness**

The work identified is part of the City of Arden Hills greater 2024 PMP Street & Utility Improvements project which is scheduled to be constructed over the 2024 construction season. This overall project is already under design and will be bid in late winter/early spring of 2024. The overall project requires some permits but the SAFL Baffle work described does not require any permits to proceed.

## **XIII Engagement Opportunities**

The purpose of the SAFL Baffles and the reason for inclusion in the project will be made known to the public through a project summary included in a Community Newsletter.



# Rice Creek Watershed District

## Stormwater Management Grant Program

### 2024 Application Form

#### I. APPLICANT INFORMATION

Organization (to be named as Grantee): City of Fridley  
 Street Address: 7071 University Avenue NE  
 City, State, Zip: Fridley, MN, 55432  
 Tax Status: Local Government Tax ID#: 41-6007700  
*(e.g., local government, non-profit 501(c)(3), private business, etc.)*

#### II. PROJECT CONTACTS

Project Officer: <u>Brandon Brodhag, P.E.</u>	Financial Officer: <u>Joe Starks</u>
Title: <u>Assistant City Engineer</u>	Title: <u>Finance Director / City Treasurer</u>
Telephone: <u>(763) 238-8086</u>	Telephone: <u>(763) 572-3520</u>
Fax: _____	Fax: _____
Email: <u>brandon.brodhag@fridleymn.gov</u>	Email: <u>joe.starks@fridleymn.gov</u>

#### III. PROJECT INFORMATION

Project Name: City of Fridley 2024 Street Rehabilitation Project No. ST2024-01  
 Location(s) of Project: Norton Avenue, Lucia Lane, Channel Road, 66th Avenue  
 City: Fridley State: MN County: Anoka  
 Project Start Date: May 2024 Project Completion Date: September 2024  
 Project Type (check only those that directly apply):  
 Water Quality Treatment Project     Stormwater Reuse Irrigation Project  
 Peak Runoff Rate Control Project     Runoff Volume Control / Flood Storage Project  
 Other: \_\_\_\_\_  
 Is a RCWD Rule C permit required for this project?     YES     NO     UNKNOWN

#### IV. GRANT REQUEST

RCWD Grant Funding Requested:    \$ 30,000  
 Applicant Match Funding Committed: \$ 30,000  
 State/Other Funding Committed:    \$ \_\_\_\_\_ Source(s): \_\_\_\_\_  
 Total Estimated Project Cost:        \$ 60,000  
 Would you be willing to accept grant funding in an amount less than requested?     YES     NO

#### V. SIGNATURE OF APPLICANT

I certify that the information contained within this application is true and accurate.

<u>Brandon Brodhag</u>	<u>12/21/2023</u>
Signature of Project Officer	Date

## VI. Executive Summary / Abstract

Include a brief Executive Summary (100 words or less) that summarizes the main goals and activities of the project and the expected environmental outcomes that will be achieved. Identification of the total amount of funds being requested along with the required match, and how you heard about the program should be included in the Executive Summary. The summaries will be used in the grant review process and on the RCWD website, for projects that are funded.

**The City of Fridley's 2024 Street Rehabilitation Project includes pavement & utility improvements across various City streets. Proposed stormwater quality improvements with the project include the construction of a hydrodynamic device at Channel Road to capture sediment and pollutants from untreated stormwater runoff prior to discharging to Rice Creek. A total of \$30,000 in funding is requested for the proposed improvements, with the City contributing \$30,000 in matching funds.**

## VII. Description (10 points)

The RCWD has established guidelines for prioritizing projects based on location. Water quality improvement projects should be located to benefit a RCWD lake classified as either "Protection" or "Restoration" (see Table 2-4 in the RCWD 2020 Watershed Management Plan), and/or a waterbody with an approved Total Maximum Daily Load (TMDL) study or other recognized diagnostic water quality study. Flood storage and runoff rate control projects should focus on reducing peak flood elevations in known regional flood hazard areas and/or documented local problem areas. Describe the specific watershed management, water quality or quantity need(s) that the project will address and its impact on the target water resource within the District.

Name the target waterbody benefitting from this project: Rice Creek/Locke Lake

List and describe the Best Management Practices (BMPs) to be incorporated into this project.

**This project proposes to install a hydrodynamic device along Channel Road NE. This device will capture sediment and other pollutants from untreated stormwater runoff within the storm sewer system prior to discharging to Rice Creek. It is an ideal BMP within this project area due to the device's limited footprint and underground location given the lack of available public right-of-way in the surrounding area.**

If applicable, describe how the project impacts or protects RCWD groundwater resources, minimizes impervious surfaces, and/or maximizes infiltration.

N/A

Provide drawings, maps and/or schematics which graphically illustrate the location and conceptual design of the project. **(Attach separate sheets.)**

Describe how long-term operation and maintenance of the project will be accomplished.

**Following construction, the proposed hydrodynamic device would be added to the City's regular storm sewer maintenance program. The City's Public Works Department currently maintains two similar hydrodynamic devices within the existing storm sewer network. Utilizing the City's vacuum truck, Public Works staff are capable of regular inspection and maintenance of the device. The device will be inspected at a minimum of once annually and sediment removal within the device will be performed annually or more frequently based upon the manufacturer's guidelines.**

### VIII. Prioritization (15 points)

How does the project support existing regional planning efforts such as the RCWD Watershed Management Plan, municipal surface water management plans, TMDLs, or other recognized diagnostic studies? Is the project included on the Member Community Project List (Appendix G) within the RCWD Watershed Management Plan? Please provide citations where possible.

**This project addresses the issue of "Accelerated Sedimentation" identified in RCWD's Watershed Management Plan and meets Goal WQ-1b of pursuing urban BMPs to address sediment delivery to District Water Resources. The project also addresses Issue 1.1 within the City's Local Water Plan and falls within Action 1.1.A which directs the City to install stormwater BMPs during capital investment projects and Action 1.3.C which directs the City to integrate water quality improvements into road reconstruction projects. This project was included within the Living Streets worksheet for ST24-01 adopted by the Fridley City Council. The project will address Rice Creek's impairment for aquatic life as well as reduce sedimentation and ongoing maintenance of downstream Locke Lake, a District facility.**

### IX. Targeting (15 points)

Describe the critical pollution or flooding sources and risks addressed by this project. Explain why the proposed project is the most cost-effective and feasible means to attain the expected resource benefits. Has a formal analysis been conducted to substantiate this position?

**The proposed device will remove sediment and other pollutants from Rice Creek which is impaired for aquatic life due to sediment pollution. The hydrodynamic device is a cost-effective option to remove sediment from areas with limited right-of-ways. The device was identified as a recommended BMP during planning efforts between the City, RCWD, and Anoka Conservation District to incorporate stormwater management within the road project under the City's Living Streets policy.**

### X. Measurable Outcomes (20 points)

Provide a detailed estimate and description of the anticipated pollutant reduction, stormwater rate/volume reduction, groundwater withdrawal reduction, and/or other environmental or natural resource benefits associated with the project. Describe the methods and cite the sources (i.e. P8 model, HydroCAD, XP-SWMM, MIDS, MN Stormwater Manual, etc.) used to calculate or estimate the pollutant reductions and/or hydrologic outcomes. **(Mandatory for RCWD to consider your proposal!)**

**Pollutant reduction calculations on the proposed hydrodynamic structure were performed by the Anoka Conservation District (ACD) using WinnSLAMM. The proposed hydrodynamic device is anticipated to remove 289 lb/ TSS/year (14.8% reduction) and 0.987 lb/TP/year (9.9% reduction), respectively.**

Describe the strategy for monitoring and/or evaluating the results or effectiveness of the project, including how success will be defined and measured.

**Following construction of the hydrodynamic device, the City will record the frequency of cleanings as part of the device's routine maintenance. The City will also record the weights of debris removed, as feasible, to evaluate the device's sediment/pollution removal effectiveness.**

**XI. Cost-Effectiveness (20 points)**

Provide a detailed budget that lists each item for which funding is being requested. You must also list the sources of required local matching contributions. Why is this the most cost-effective approach to solving the problem? Have other alternatives been explored? **(Attach separate sheets if needed.)**

**An itemized budget for funding consideration has been included with the application. A total of \$30,000 in funds are requested for the proposed improvements, with the City contributing \$30,000 in matching funds. Matching funds for the proposed water quality improvements are budgeted for within the City's approved 2024 Capital Investment Program sourced from the City's Stormwater Utility Fund.**

**XII. Project Readiness (10 points)**

Please describe the anticipated timeline for implementing this project. What steps have been taken to ensure that the project can be implemented according to this timeline? Are any permits needed?

**On December 18, 2023, the City of Fridley City Council ordered the production of final plans, specifications and call for bids for the Project. The project is currently under design, with contract award and project completion anticipated in March 2024 and September 2024, respectively. During construction, the Project will receive an NPDES permit from the MPCA.**

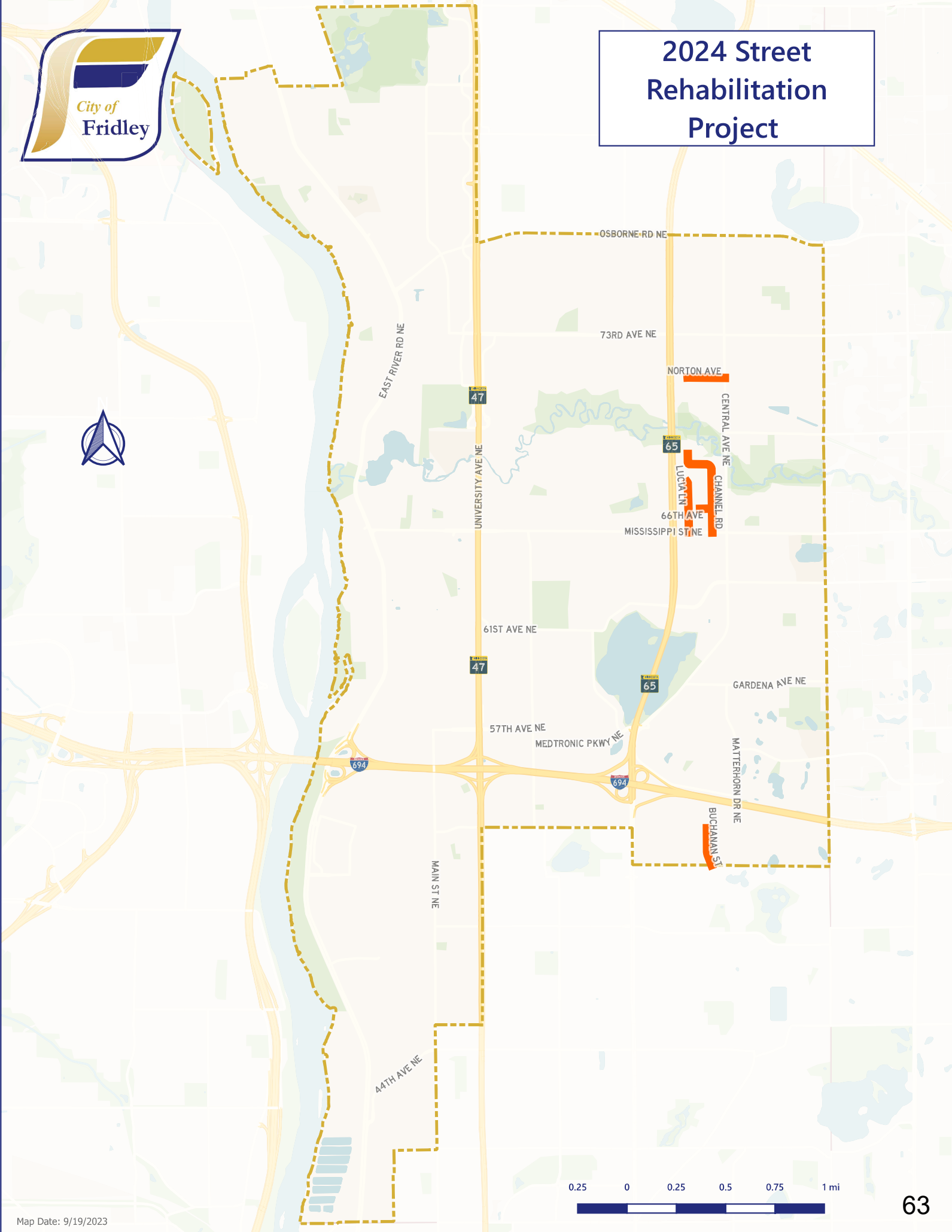
**XIII. Engagement Opportunities (10 points)**

Demonstrate any potential for public engagement, education and demonstration and describe what methods will be used to ensure that the purpose and success of the project are made known to the public. Applicants must incorporate a public engagement component into the project.

**Following construction, the City will share information on the device via its newsletter and social media channels. Outreach will also include ways that residents can reduce sediment and phosphorus inputs into the City's storm sewer system by planting native plants, reducing chemical inputs and participating in the Adopt-A-Drain program among other initiatives.**

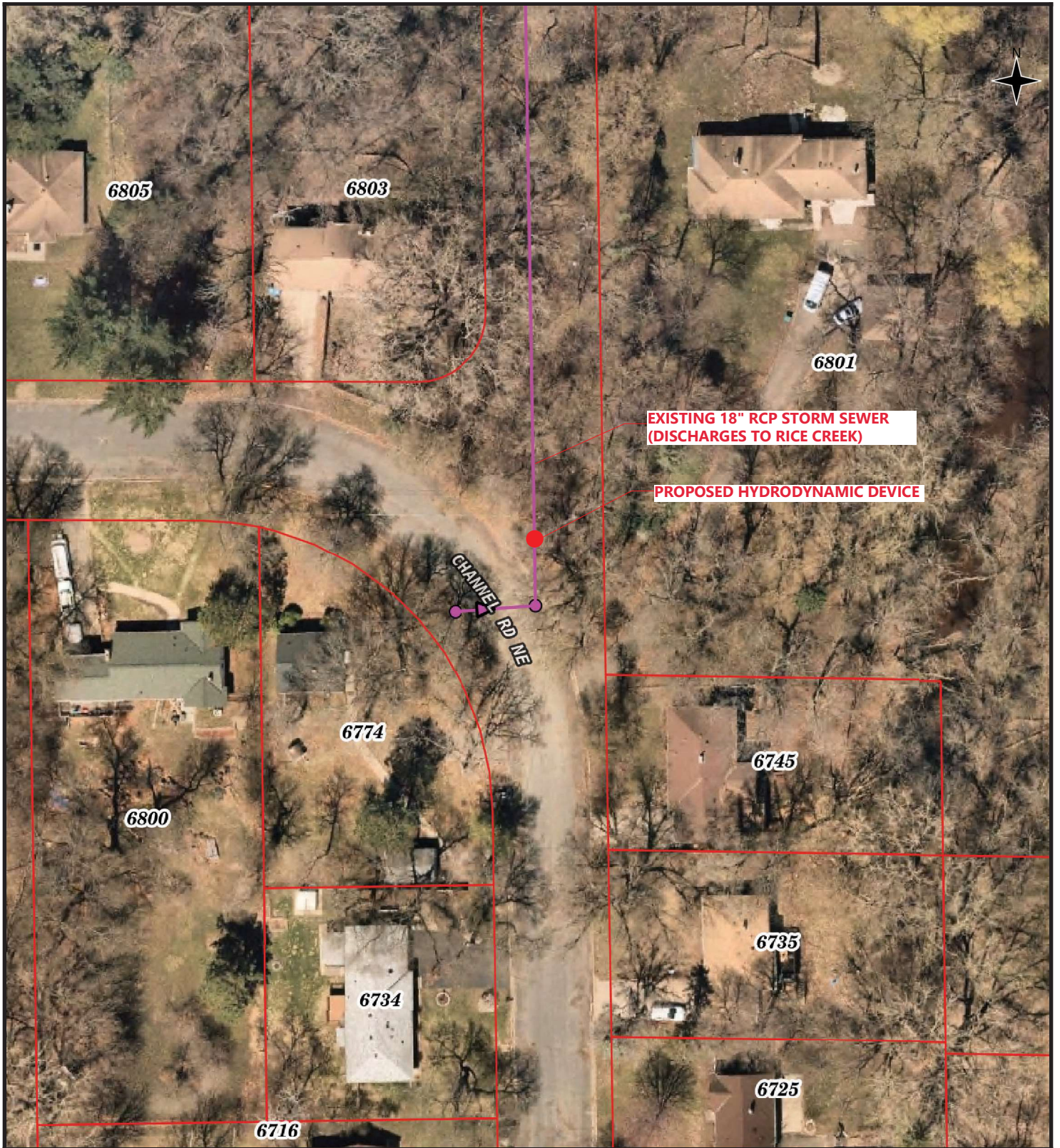


# 2024 Street Rehabilitation Project





# 2024 Street Rehabilitation Project No. ST2024-01 Proposed Channel Road Hydrodynamic Device





**PRELIMINARY ENGINEER'S ESTIMATE - WATER QUALITY IMPROVEMENTS**

2024 STREET REHABILITATION PROJECT

PROJECT NO. ST2024-01

CITY OF FRIDLEY, MN



ITEM NO.	ITEM	NOTES	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (LS)		1	LS	\$5,000.00	\$5,000.00
2	Sawing Bituminous Pavement (Full Depth)		29	LF	\$3.00	\$87.00
3	Remove Concrete Curb & Gutter		25	LF	\$10.00	\$250.00
4	Remove Bituminous Pavement (Full Depth)		5	SY	\$15.00	\$75.00
5	Common Excavation (14' Depth)		160	CY	\$50.00	\$8,000.00
6	Connect to Existing Storm Sewer		2	EA	\$1,500.00	\$3,000.00
7	Select Granular Borrow		160	CY	\$35.00	\$5,600.00
8	Water Quality Structure		1	LS	\$35,000.00	\$35,000.00
10	Concrete Curb & Gutter Design B618 (LF)		25	LF	\$35.00	\$875.00
11	Restoration (LS)		1	LS	\$1,000.00	\$1,000.00
12	Traffic Control (LS)		1	LS	\$1,500.00	\$1,500.00

<b>TOTAL</b>	<b>\$60,387.00</b>
<b>RCWD Funding Requested (50%)</b>	<b>\$30,193.50</b>
<b>City Matching Funds (50%)</b>	<b>\$30,193.50</b>



# Rice Creek Watershed District Stormwater Management Grant Program 2024 Application Form

## I. APPLICANT INFORMATION

Organization (to be named as Grantee): City of New Brighton

Street Address: 803 Old Highway 8 NW

City, State, Zip: New Brighton, MN, 55112

Tax Status: Local Government

Tax ID#: 9675988

(e.g., local government, non-profit 501(c)(3), private business, etc.)

## II. PROJECT CONTACTS

Project Officer: Craig Schlichting

Financial Officer: Gina Foschi

Title: Director of Community Assets and Development

Title: Finance Director

Telephone: 651-638-2056

Telephone: 651-638-2105

Fax: 651-638-2044

Fax: 651-638-2044

Email: craig.schlichting@newbrightonmn.gov

Email: gina.foschi@newbrightonmn.gov

## III. PROJECT INFORMATION

Project Name: 4th Street NW Storm Sewer Improvements

Location(s) of Project: 4th Street NW between Old Highway 8 NW and 12th Avenue NW

City: New Brighton

State: MN

County: Ramsey

Project Start Date: April 2024

Project Completion Date: October 2024

Project Type (check only those that directly apply):

Water Quality Treatment Project

Stormwater Reuse Irrigation Project

Peak Runoff Rate Control Project

Runoff Volume Control / Flood Storage Project

Other: Flood Mitigation

Is a RCWD Rule C permit required for this project?

YES

NO

UNKNOWN

## IV. GRANT REQUEST

RCWD Grant Funding Requested: \$ 100,000

Applicant Match Funding Committed: \$ 751,994

State/Other Funding Committed: \$ \_\_\_\_\_

Source(s): \_\_\_\_\_

Total Estimated Project Cost: \$ 851,994

Would you be willing to accept grant funding in an amount less than requested?  YES  NO

## V. SIGNATURE OF APPLICANT

I certify that the information contained within this application is true and accurate.

  
Signature of Project Officer

12-20-2023  
Date

**VI. Executive Summary / Abstract**

Include a brief Executive Summary (100 words or less) that summarizes the main goals and activities of the project and the expected environmental outcomes that will be achieved. Identification of the total amount of funds being requested along with the required match, and how you heard about the program should be included in the Executive Summary. The summaries will be used in the grant review process and on the RCWD website, for projects that are funded.

The purpose of this project is to install a second trunk storm sewer line on 4th Street NW. This pipe will provide increased capacity while reducing localized flooding and property damage. This will also send local water through Pike and Long Lakes before the entire system reaches its HWL. We have successfully used this grant in the past. Our 2024 request is \$100,000, and our local match will be over \$700,000.

**VII. Description (10 points)**

The RCWD has established guidelines for prioritizing projects based on location. Water quality improvement projects should be located to benefit a RCWD lake classified as either "Protection" or "Restoration" (see Table 2-4 in the RCWD 2020 Watershed Management Plan), and/or a waterbody with an approved Total Maximum Daily Load (TMDL) study or other recognized diagnostic water quality study. Flood storage and runoff rate control projects should focus on reducing peak flood elevations in known regional flood hazard areas and/or documented local problem areas. Describe the specific watershed management, water quality or quantity need(s) that the project will address and its impact on the target water resource within the District.

Name the target waterbody benefitting from this project: Long Lake

List and describe the Best Management Practices (BMPs) to be incorporated into this project.

Protection. Increased local capacity will reduce the HWL near the 4th Street low area (750 4th St NW). This area was identified in New Brightons Surface Water Management Plan following the July 2011 Storm Event. Additionally, by allowing this drainage area to flow through Hansen Park, Garden View, Pike and Long Lakes sooner, it has a secondary benefit of reducing the volume of water in those areas during the peak time of concentration.

If applicable, describe how the project impacts or protects RCWD groundwater resources, minimizes impervious surfaces, and/or maximizes infiltration.

Provide drawings, maps and/or schematics which graphically illustrate the location and conceptual design of the project. **(Attach separate sheets.)**

Describe how long-term operation and maintenance of the project will be accomplished.

The storm sewer pipes and associated drainage structures will be owned and maintained by the City of New Brighton .

### VIII. Prioritization (15 points)

How does the project support existing regional planning efforts such as the RCWD Watershed Management Plan, municipal surface water management plans, TMDLs, or other recognized diagnostic studies? Is the project included on the Member Community Project List (Appendix G) within the RCWD Watershed Management Plan? Please provide citations where possible.

This project is identified in the New Brightons SWMP and is listed in Appendix G as a Stormwater Conveyance improvement (see section 4.3.7 of Watershed Plan).

### IX. Targeting (15 points)

Describe the critical pollution or flooding sources and risks addressed by this project. Explain why the proposed project is the most cost-effective and feasible means to attain the expected resource benefits. Has a formal analysis been conducted to substantiate this position?

A low point within an industrial and commercial area near 4th Street in New Brighton, MN is subject to flooding. There is no overland flow route present to protect existing structures. An analysis of the area was done in 2011 following a July 16, 2011 storm event that dumped 5 inches of rain in 2 hours. Several potential solutions were identified for the area. Increasing the 4th Street storm sewer capacity was analyzed and determined to be the most cost effective/beneficial solution. XPSWMM modeling using Atlas 14 data is provided.

### X. Measurable Outcomes (20 points)

Provide a detailed estimate and description of the anticipated pollutant reduction, stormwater rate/volume reduction, groundwater withdrawal reduction, and/or other environmental or natural resource benefits associated with the project. Describe the methods and cite the sources (i.e. P8 model, HydroCAD, XP-SWMM, MIDS, MN Stormwater Manual, etc.) used to calculate or estimate the pollutant reductions and/or hydrologic outcomes. **(Mandatory for RCWD to consider your proposal!)**

The existing XPSWMM model developed in 2011 was updated to a corrected effective model by including the new development to the north of 5th Street and applying the Atlas 14 100-year rainfall depth (7.36 inches) with an MSE 3 distribution. Additional capacity under 4th Street was modeled with the proposed 42" RCP to transport water from the low point to the outfall west of 4th Street, based on the additional trunk storm sewer, reductions in water surface elevation are realized (HWL reduction 2.5 feet for July 16th storm, 1.7 feet for the 100-year).

Describe the strategy for monitoring and/or evaluating the results or effectiveness of the project, including how success will be defined and measured.

Separating Old Highway 8 and other stormwater runoff from the 4th Street lowpoint area will immediately reduce tailwater impacts and provide for additional capacity to meet flood reduction goals.

**XI. Cost-Effectiveness (20 points)**

Provide a detailed budget that lists each item for which funding is being requested. You must also list the sources of required local matching contributions. Why is this the most cost-effective approach to solving the problem? Have other alternatives been explored? **(Attach separate sheets if needed.)**

An Engineers Estimate is included with this application. Several potential solutions have been identified and modeled following the July 16, 2011 storm. Installation of an additional 42" trunk storm sewer line was found to provide the most cost effective benefits. See attached memorandum summarizing each solution and modeling results. The project will also be constructed in conjunction with a planned street rehabilitation project. Costs associated with removal and replacement of the bituminous surfacing, curb and gutter, and all restoration will be funded by the City and are not included in the engineers estimate or considered for grant funding.

**XII. Project Readiness (10 points)**

Please describe the anticipated timeline for implementing this project. What steps have been taken to ensure that the project can be implemented according to this timeline? Are any permits needed?

Installation of the proposed 42" trunk storm sewer line will take place during the 2024 construction season and will be included with the annual city street rehabilitation project.

**XIII. Engagement Opportunities (10 points)**

Demonstrate any potential for public engagement, education and demonstration and describe what methods will be used to ensure that the purpose and success of the project are made known to the public. Applicants must incorporate a public engagement component into the project.

Following construction a project summary article will be included in a quarterly City newsletter which is distributed to all residents in New Brighton. The article will highlight project benefits and RCWD's continued support and funding for storm water related projects in the City.

## Memorandum

To: Craig Schlichting, PE, City of New Brighton, MN

From: Jake Newhall, PE  
Laura Pietila, EIT

Date: September 13, 2022

Re: 4<sup>th</sup> Street Flooding Analysis  
WSB Project No. 019734-000

### BACKGROUND

A low point within an industrial and commercial area near 4<sup>th</sup> Street in New Brighton, MN is subject to flooding. There is no overland flow route present to protect existing structures. An analysis of the area was done in 2011 following a July 16, 2011 storm event that dumped 5 inches of rain in 2 hours. Several potential solutions were identified for the area in 2011. E1 and E3 as identified in the 2011 analysis (the construction of a detention basin north of 5<sup>th</sup> Street and increasing the 4<sup>th</sup> Street storm sewer capacity) as well as additional solution options E4, E5, and E6 (storm sewer diversion, removing tailwater impacts from the existing storm sewer to the low point, and adding an additional storm sewer trunkline for non-low point tributary areas) are analyzed in this memorandum. Refer to **Figure 1** for the option configurations and associated drainage areas.

### METHODOLOGY AND RESULTS

#### Corrected Effective Model

The existing XPSWMM model developed in 2011 was updated to a corrected effective model by including the new development to the north of 5<sup>th</sup> Street and applying the Atlas 14 100-year rainfall depth (7.36 inches) with an MSE 3 distribution. With the addition of the underground infiltration chamber in the new development north of 5<sup>th</sup> Street, the high-water level at the low point is reduced according to **Table 1**.

**Table 1.** 10-04B Low Point Existing High Water Levels

Storm Event	Existing HWL [without Underground Storage]	Corrected Effective HWL [with Underground Storage]	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.7	908.6	0.1
100-year	908.6	908.5	0.1

#### Option E1

To model the E1 solution, a proposed model was created by incorporating the preliminary basin design set forth by the City north of 5<sup>th</sup> Street. The basin parameters are listed in **Table 2**.

**Table 2.** E1 Proposed Basin Design Parameters

Basin Parameters	
Surface Area at EOF	0.38 acres
Live Storage Volume below EOF	1.60 acre-feet

Outlet	12" RCP
EOF*	907.7

\*EOF from road low point is approximately 909

The addition of the detention basin lowers the high-water level at the low point near 4<sup>th</sup> Street. **Table 3** outlines the existing and proposed high water levels for a storm event similar to the July 16<sup>th</sup> event as well as a 100-year event.

**Table 3.** 10-04B Low Point High Water Levels with E1

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	908.1	0.5
100-year	908.5	908.1	0.4

To reduce flooding further, the proposed basin footprint would need to be expanded. There appears to be space to expand the basin to the northwest if an existing watermain is realigned and it doesn't impede development.

**Option E2**

Option E2 was part of the 2011 analysis but was not analyzed in this memorandum.

**Option E3**

In addition to the modifications made in the E1 proposed model, additional capacity under 4<sup>th</sup> Street was modeled (additional 24" and 36" RCP respectively). The additional pipe along 4<sup>th</sup> Street was modeled to transport water from the low point to the outfall west of 4<sup>th</sup> Street, not taking any of the downstream street runoff. Based on the additional trunk storm sewer, reductions in water surface elevation according to **Table 4** and **Table 5** are anticipated at the low point.

**Table 4.** 10-04B Low Point High Water Levels with E1 and E3 (24-inch Pipe)

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	907.4	1.2
100-year	908.5	907.5	1.0

**Table 5.** 10-04B Low Point High Water Levels with E1 and E3 (36-inch Pipe)

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	905.9	2.7
100-year	908.5	906.8	1.7

**Option E4**

With the goal of routing water around the low point subject to flooding, an analysis was completed to determine the impact of constructing a diversion pipe from the storm sewer on 5<sup>th</sup> Street to the trunkline storm sewer on 4<sup>th</sup> Street. As shown in **Table 6**, the diversion provides very little benefit because it routes water into an undersized system with a tailwater condition. With the diversion and the addition of a new trunkline storm sewer out of the low point (E3), the change in high water level is listed in **Table 7** and **Table 8**.

**Table 6.** 10-04B Low Point High Water Levels with E4

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	908.5	0.1
100-year	908.5	908.4	0.1

**Table 7.** 10-04B Low Point High Water Levels with E3 (24-inch Pipe) and E4

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	907.9	0.7
100-year	908.5	908.0	0.5

**Table 8.** 10-04B Low Point High Water Levels with E3 (36-inch Pipe) and E4

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	906.7	1.9
100-year	908.5	907.4	1.1

**Option E5**

To remove tailwater impacts of the trunkline storm sewer on the low point, E3 was analyzed in addition to the removal of the existing storm sewer out of the low point with flooding potential (E5). Various sized trunklines with and without E1 were modeled. Results are shown in **Table 9**, **Table 10**, and **Table 11**. The results of the analysis prove that the tailwater in the trunkline storm sewer contributes to the flooding at the low point in 10-04B.

**Table 9.** 10-04B Low Point High Water Levels with E1, E3 (24-inch Pipe), and E5

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	906.9	1.7
100-year	908.5	907.0	1.5

**Table 10.** 10-04B Low Point High Water Levels with E1, E3 (36-inch Pipe), and E5

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	903.4	5.2
100-year	908.5	905.9	2.6

**Table 11.** 10-04B Low Point High Water Levels with E3 (36-inch Pipe) and E5

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	905.9	2.7
100-year	908.5	906.8	1.7

**Option E6**

To facilitate the construction of a shallower trunkline storm sewer on 4<sup>th</sup> Street, an analysis was completed routing 10-08B, 10-04, 10-19, and/or 10-02A to a new trunkline storm sewer (E6). 10-



04B will continue to utilize the existing trunkline storm sewer without any other inputs. A 42-inch pipe (E6) with E1 results in the greatest high water level reduction at 10-04B.

**E6 – 36-inch Pipe (Table 12 and Table 13)**

**Table 12.** 10-04B Low Point High Water Levels with E1 and E6 (36-inch Pipe) for Drainage Areas 10-08B, 10-04, 10-19, and 10-02A

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	904.9	3.7
100-year	908.5	906.5	2.0

\*With a 36-inch pipe for drainage areas 10-08B, 10-04, 10-19, and 10-02A, water surcharges from the structure and flows to the low point in 10-04B in the 100-year event.

**Table 13.** 10-04B Low Point High Water Levels with E6 (36-inch Pipe) for Drainage Areas 10-08B, 10-04, 10-19, and 10-02A

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	906.2	2.4
100-year	908.5	907.1	1.4

\*With a 36-inch pipe for drainage areas 10-08B, 10-04, 10-19, and 10-02A, water surcharges from the structure and flows to the low point in 10-04B in the 100-year event.

**E6 – 42-inch Pipe (Table 14 and Table 15)**

**Table 14.** 10-04B Low Point High Water Levels with E1 and E6 (42-inch Pipe) for Drainage Areas 10-08B, 10-04, 10-19, and 10-02A

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	904.7	3.9
100-year	908.5	906.0	2.5

\*Discharging drainage area 10-02A to the new E6 trunkline storm sewer instead of to the existing trunkline storm sewer results in a 2.5-foot high water level reduction versus a 2.6-foot high water level reduction at the low point in the 100-year event.

**Table 15.** 10-04B Low Point High Water Levels with E6 (42-inch Pipe) for Drainage Areas 10-08B, 10-04, 10-19, and 10-02A

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	906.1	2.5
100-year	908.5	906.8	1.7

\*Discharging drainage area 10-02A to the new E6 trunkline storm sewer instead of to the existing trunkline storm sewer results in a 1.7-foot high water level reduction versus a 1.8-foot high water level reduction at the low point in the 100-year event.

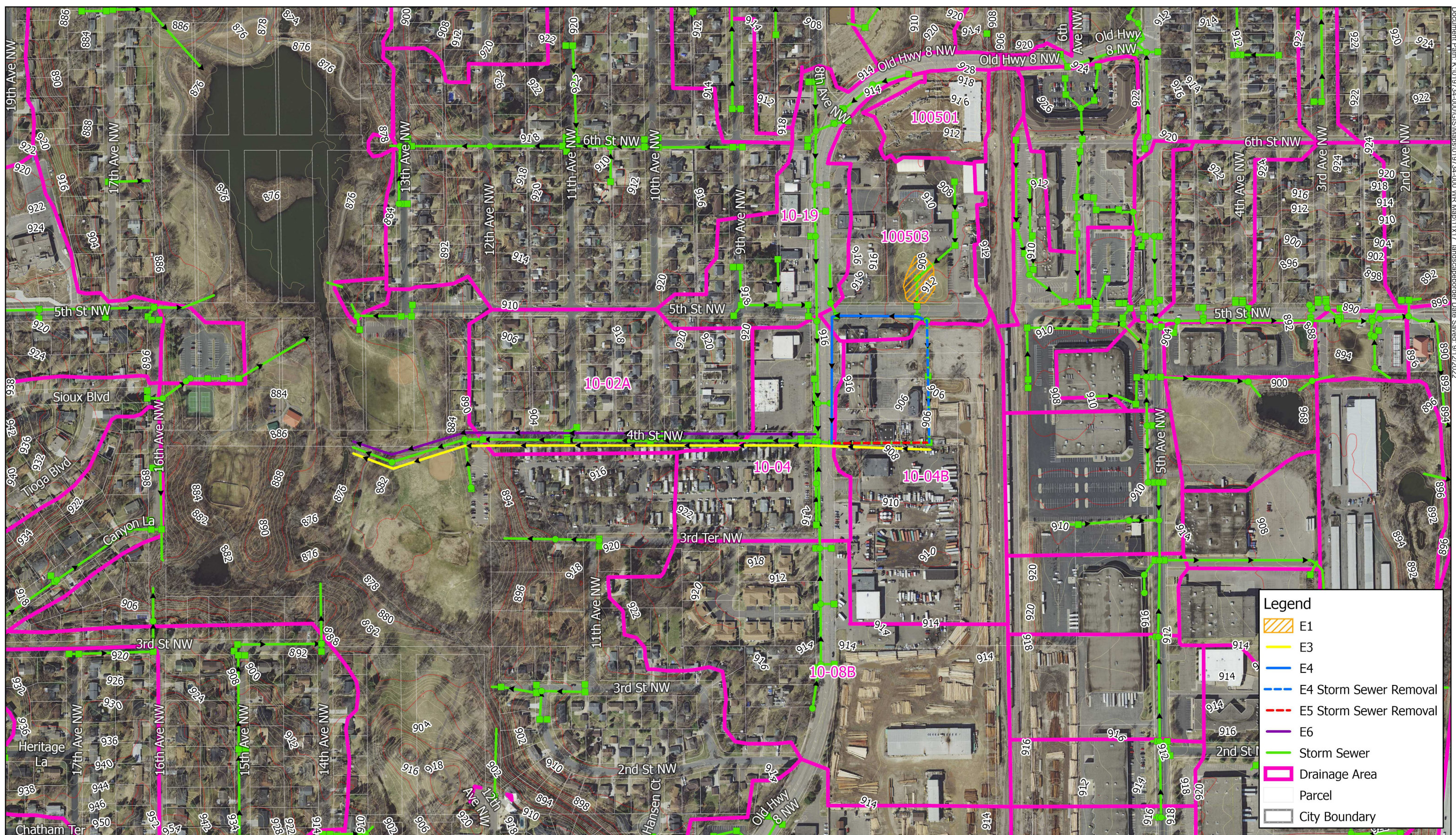
**E6 – 48-inch Pipe (Table 16)**

**Table 16.** 10-04B Low Point High Water Levels with E6 (48-inch Pipe) for Drainage Areas 10-08B, 10-04, 10-19, and 10-02A

Storm Event	Corrected Effective HWL	Proposed HWL	HWL Reduction
	feet	feet	feet
July 16 <sup>th</sup>	908.6	906.1	2.5
100-year	908.5	906.7	1.8

## RECOMMENDATION

Based on the results of the different options, we recommend constructing option E6 with or without option E1, depending upon the desired flood protection (**Table 14** or **Table 15**). For option E6, a 42-inch trunkline storm sewer is recommended because the pipe will be able to be installed shallower than the existing trunkline storm sewer and water will not surcharge from the storm sewer into the low point in the 100-year event.

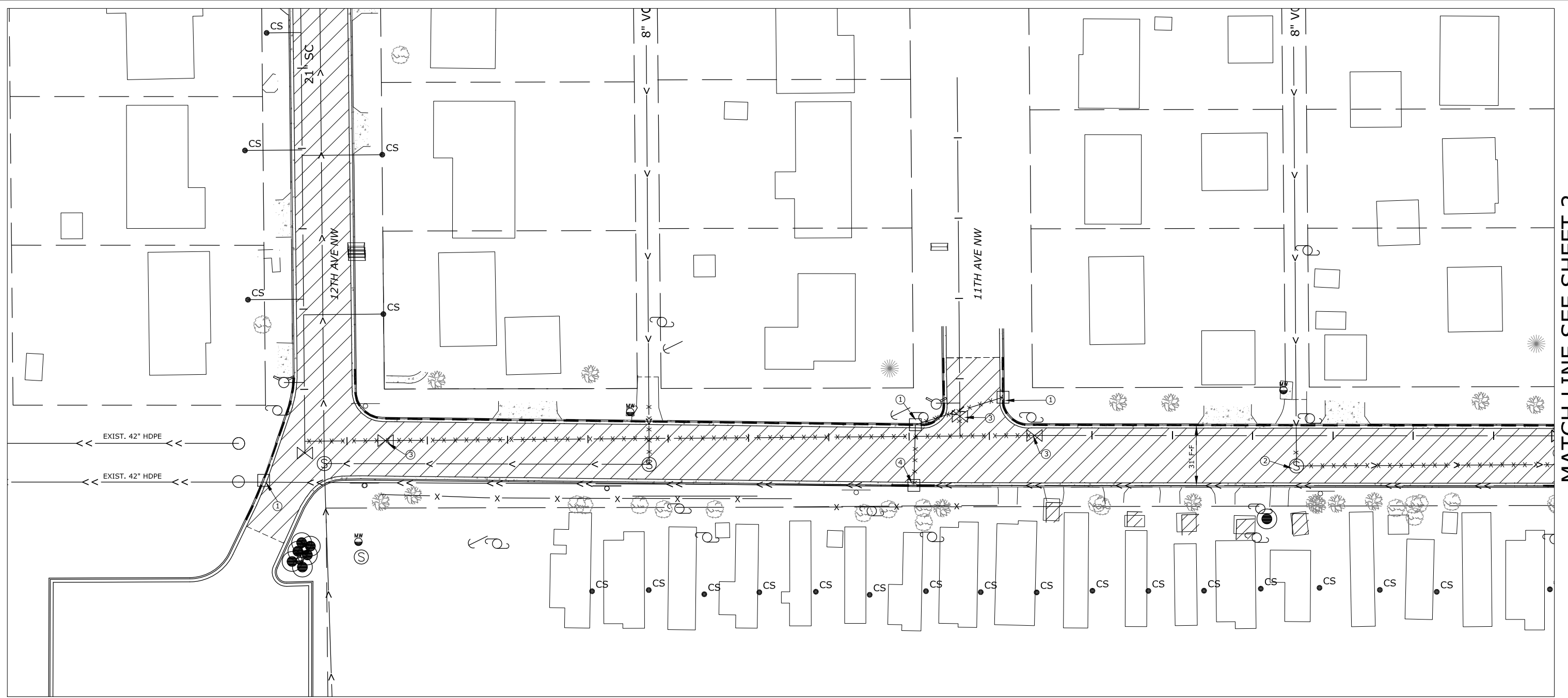


**Figure 1 - Drainage Area Map**  
 4th Street Flooding  
 City of New Brighton, MN

**CITY OF NEW BRIGHTON  
4TH STREET NW STORM SEWER IMPROVEMENTS**

**ESTIMATED COSTS**

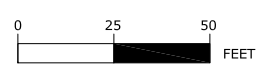
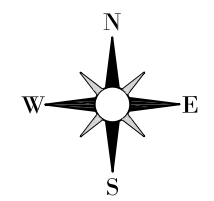
<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	REMOVE DRAINAGE STRUCTURE	EA	5	\$ 800.00	\$ 4,000.00
2	REMOVE SANITARY STRUCTURE	EA	4	\$ 1,000.00	\$ 4,000.00
3	REMOVE SEWER PIPE STORM	LF	144	\$ 18.00	\$ 2,592.00
4	REMOVE SEWER PIPE SANITARY	LF	704	\$ 18.00	\$ 12,672.00
5	REMOVE WATERMAIN	LF	384	\$ 10.00	\$ 3,840.00
6	REMOVE GATE VALVE AND BOX	EA	3	\$ 400.00	\$ 1,200.00
7	REMOVE TOP SLAB, CASTING, AND BARREL SECTION	EA	2	\$ 1,000.00	\$ 2,000.00
8	CONSTRUCT DRAINAGE STRUCTURE (2'X3') W/ CASTING	EA	4	\$ 4,000.00	\$ 16,000.00
9	CONSTRUCT DRAINAGE STRUCTURE (48" ROUND) W/ CASTING	EA	5	\$ 5,000.00	\$ 25,000.00
10	CONSTRUCT DRAINAGE STRUCTURE (72" ROUND) W/ CASTING	EA	5	\$ 15,000.00	\$ 75,000.00
11	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	247	\$ 85.00	\$ 20,995.00
12	42" RC PIPE SEWER DESIGN 3006 CLASS V	LF	1263	\$ 425.00	\$ 536,775.00
13	CONNECT TO EXISTING STORM SEWER	EA	4	\$ 800.00	\$ 3,200.00
14	CONNECT TO EXISTING DRAINAGE STRUCTURE	EA	1	\$ 1,200.00	\$ 1,200.00
15	FURNISH AND INSTALL 72" BARREL SECTION, TOPSLAB, AND CASTING	EA	2	\$ 2,500.00	\$ 5,000.00
16	CONSTRUCT SANITARY MANHOLE (48" ROUND) W/ CASTING	EA	4	\$ 8,500.00	\$ 34,000.00
17	CONNECT TO EXISTING SANITARY SEWER	EA	4	\$ 1,500.00	\$ 6,000.00
18	8" PVC PIPE SEWER	LF	694	\$ 60.00	\$ 41,640.00
19	BYPASS PUMPING	LS	1	\$ 15,000.00	\$ 15,000.00
20	6" WATERMAIN DUCTILE IRON CL 52	LF	390	\$ 60.00	\$ 23,400.00
21	6" GATE VALVE AND BOX	EA	3	\$ 2,500.00	\$ 7,500.00
22	CONNECT TO EXISTING WATERMAIN	EA	4	\$ 2,000.00	\$ 8,000.00
23	DUCTILE IRON PIPE FITTINGS	LB	298	\$ 10.00	\$ 2,980.00
<b>TOTAL IMPROVEMENT COST</b>					<b>\$ 851,994.00</b>



MATCH LINE SEE SHEET 2

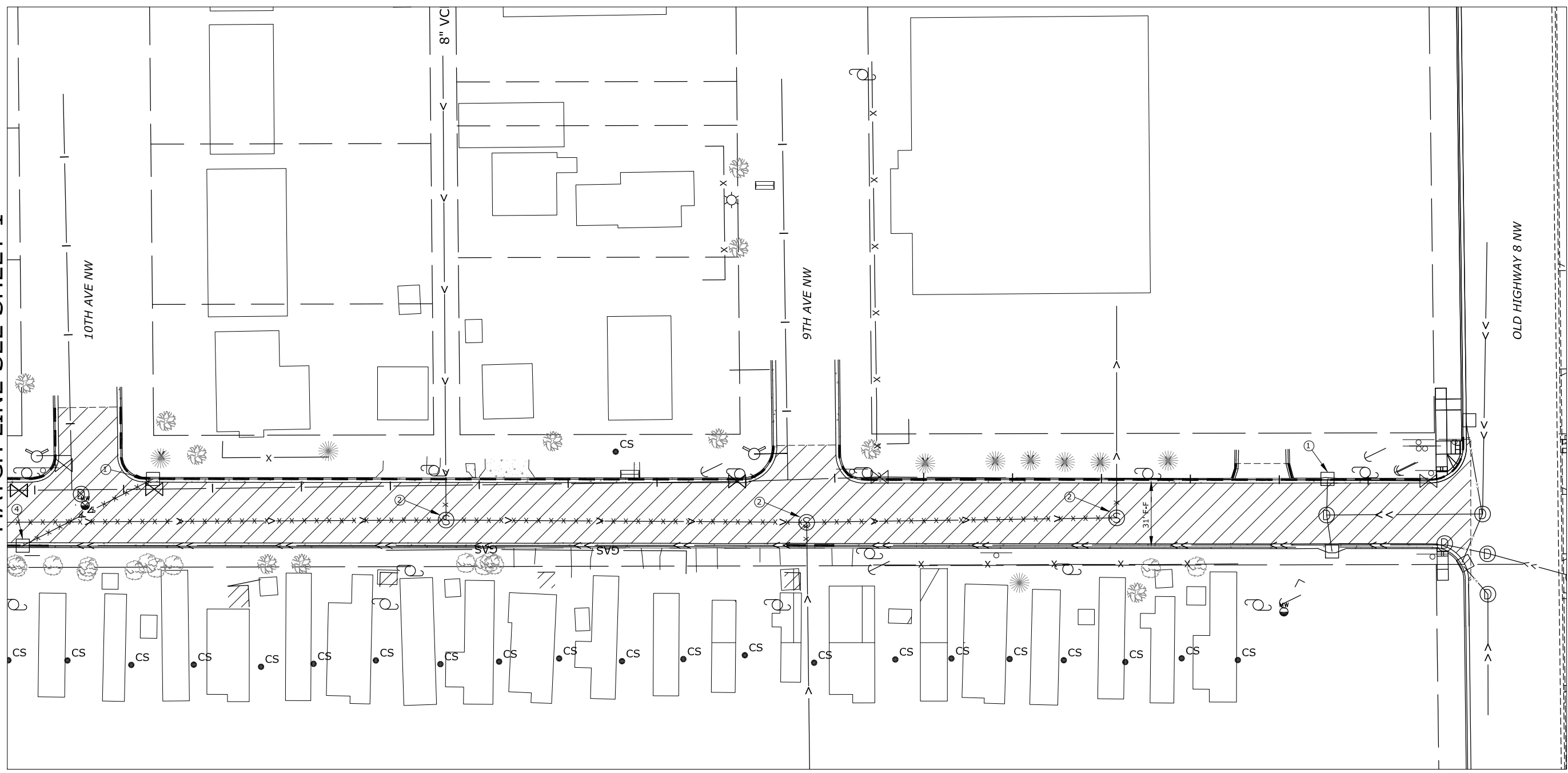
- x-x-x-x REMOVE STORM SEWER
- x-x-x-x REMOVE SANITARY SEWER
- x-x-x-x REMOVE WATERMAIN
- - - - REMOVE CURB AND GUTTER
- / / / / REMOVE BITUMINOUS SURFACE

- CONSTRUCTION NOTES**
- ① REMOVE CATCH BASIN / MANHOLE
  - ② REMOVE SANITARY MANHOLE
  - ③ REMOVE GATE VALVE
  - ④ REMOVE MH TOP SLAB, BARREL SECTION, AND CASTING



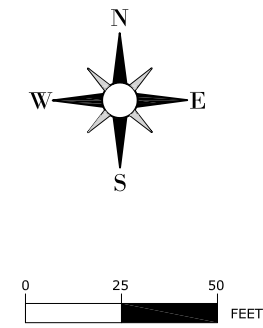
No.	Date	Revisions	App.	DRAWING NAME PLAN PROFILE	S.A.P.	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  _____ DATE: _____ MN LIC. NO. _____		<b>4TH STREET NW</b> <b>STORM SEWER IMPROVEMENTS</b> <b>REMOVAL PLAN</b>	SHEET NO.
NO	DATE	REVISION	XX	DESIGNED BY: DML,SDT	S.A.P.				1
NO	DATE	REVISION	XX	DRAWN BY: DML,SDT	S.A.P.				4
NO	DATE	REVISION	XX	CHECKED BY: CGS	S.A.P.				
NO	DATE	REVISION	XX	DATE: 12-18-23	S.A.P.				
NO	DATE	REVISION	XX	PROJECT NO. 24-1	S.A.P.				


MATCH LINE SEE SHEET 1

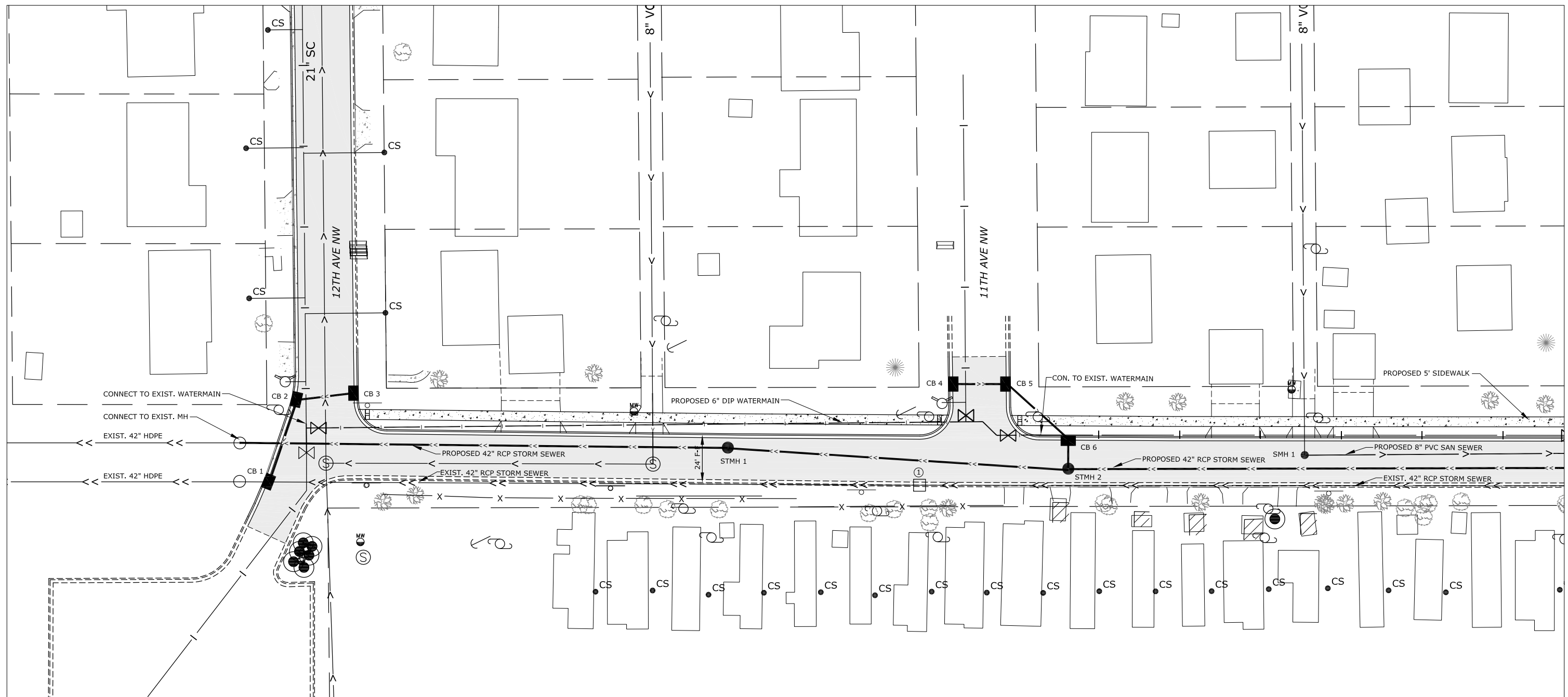


- x x x x REMOVE STORM SEWER
- x x x x REMOVE SANITARY SEWER
- x x x x REMOVE WATERMAIN
- - - - REMOVE CURB AND GUTTER
- / / / / REMOVE BITUMINOUS SURFACE

- CONSTRUCTION NOTES**
- ① REMOVE CATCH BASIN / MANHOLE
  - ② REMOVE SANITARY MANHOLE
  - ③ REMOVE GATE VALVE
  - ④ REMOVE MH TOP SLAB, BARREL SECTION, AND CASTING



No.	Date	Revisions	App.	DRAWING NAME PLAN PROFILE	S.A.P.	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  DATE: _____ MN LIC. NO. _____		4TH STREET NW STORM SEWER IMPROVEMENTS REMOVAL PLAN	SHEET NO. <b>2</b> 4 78
NO	DATE	REVISION	XX	DESIGNED BY: DML,SDT	S.A.P.				
NO	DATE	REVISION	XX	DRAWN BY: DML,SDT	S.A.P.				
NO	DATE	REVISION	XX	CHECKED BY: CGS	S.A.P.				
NO	DATE	REVISION	XX	DATE: 12-18-23	S.A.P.				
NO	DATE	REVISION	XX	PROJECT NO. 24-1	S.A.P.				

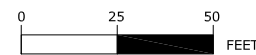
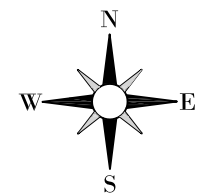


MATCH LINE SEE SHEET 4

- EXISTING CATCH BASIN / MANHOLE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER
- PROPOSED CATCH BASIN / MANHOLE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

CONSTRUCTION NOTES

- ① FURNISH AND INSTALL MH TOP SLAB, BARREL SECTION, AND CASTING



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NO	DATE	REVISION	XX	DATE: 12-18-23	S.A.P.
NO	DATE	REVISION	XX	PROJECT NO. 24-1	S.A.P.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

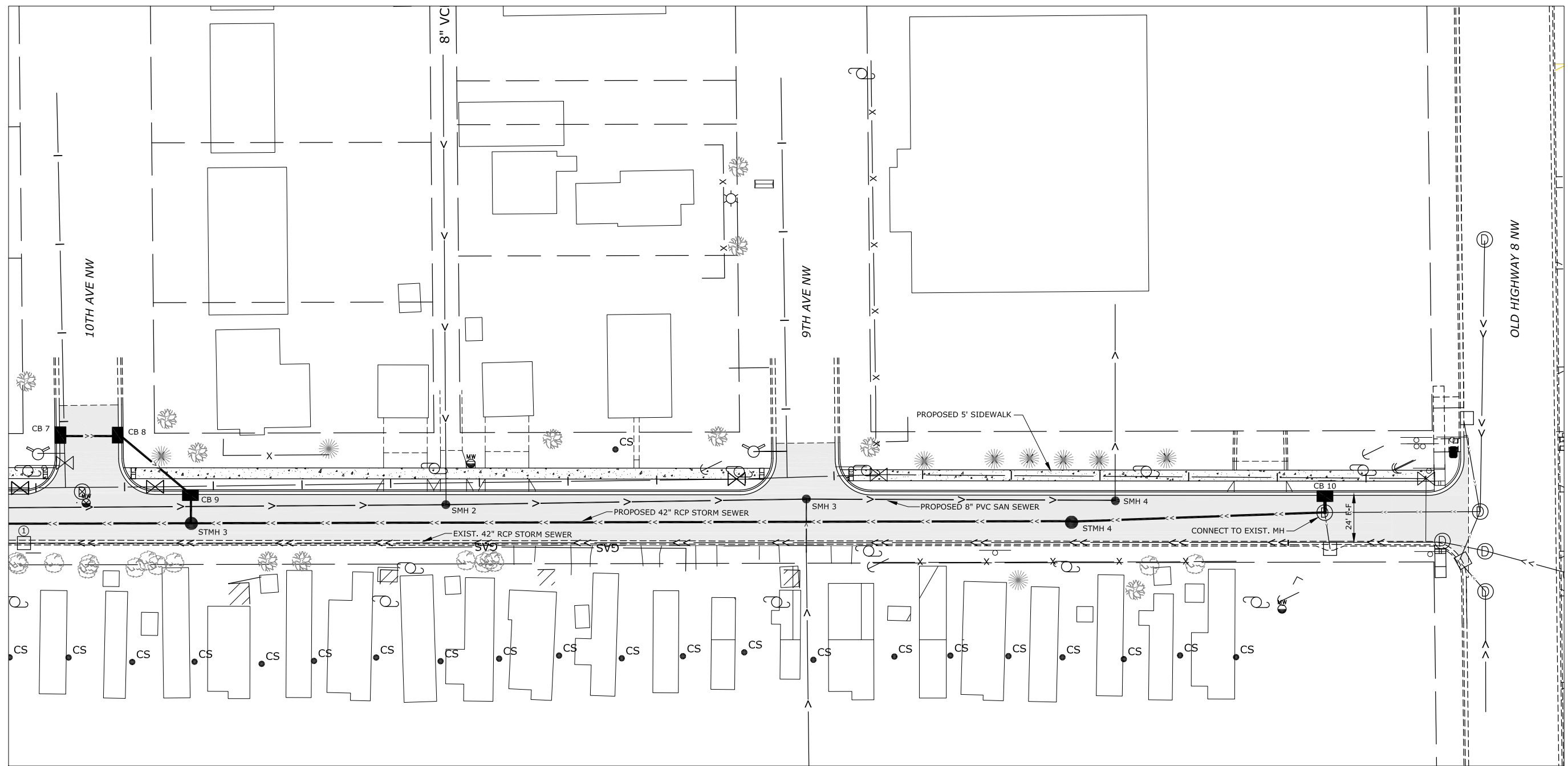
DATE: \_\_\_\_\_ MN LIC. NO. \_\_\_\_\_



4TH STREET NW  
STORM SEWER IMPROVEMENTS  
PROPOSED PLAN

SHEET NO.  
**3**  
**4** 79

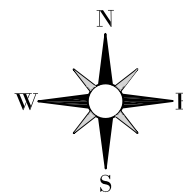
MATCH LINE SEE SHEET 3



- EXISTING CATCH BASIN / MANHOLE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER
- PROPOSED CATCH BASIN / MANHOLE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

**CONSTRUCTION NOTES**

- ① REMOVE AND REPLACE MH TOP SLAB, BARREL SECTION, AND CASTING



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NO	DATE	REVISION	XX	DRAWN BY: DML,SDT	S.A.P.
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DATE: \_\_\_\_\_ MN LIC. NO. \_\_\_\_\_



4TH STREET NW  
STORM SEWER IMPROVEMENTS  
PROPOSED PLAN

SHEET NO.  
4  
4  
80





# Rice Creek Watershed District

## Stormwater Management Grant Program

### 2024 Application Form

#### I. APPLICANT INFORMATION

Organization (to be named as Grantee): White Bear Township  
 Street Address: 1281 Hammond Road  
 City, State, Zip: White Bear Township, MN 55110  
 Tax Status: Local Government Tax ID#: 41-6005642  
*(e.g., local government, non-profit 501(c)(3), private business, etc.)*

#### II. PROJECT CONTACTS

Project Officer: <u>Patrick Christopherson</u>	Financial Officer: <u>Tom Kelly</u>
Title: <u>Clerk/Treasurer</u>	Title: <u>Finance Officer</u>
Telephone: <u>651-747-2768</u>	Telephone: <u>651-747-2760</u>
Fax: _____	Fax: _____
Email: <u>pat.christopherson@whitebeartownship.org</u>	Email: <u>tom.kelly@whitebeartownship.org</u>

#### III. PROJECT INFORMATION

Project Name: Bellaire Ave Storm Pond  
 Location(s) of Project: SE corner of Bellaire Avenue & South Shore Boulevard  
 City: White Bear Township State: MN County: Ramsey  
 Project Start Date: 6/1/2024 Project Completion Date: 10/30/2024

Project Type (check only those that directly apply):

- Water Quality Treatment Project       Stormwater Reuse Irrigation Project
- Peak Runoff Rate Control Project       Runoff Volume Control / Flood Storage Project
- Other: Prevent overtopping of pond, reducing maintenance and safety issues

Is a RCWD Rule C permit required for this project?       YES     NO     UNKNOWN

#### IV. GRANT REQUEST

RCWD Grant Funding Requested:    \$ 118000  
 Applicant Match Funding Committed: \$ 118000  
 State/Other Funding Committed:    \$ 0                      Source(s): \_\_\_\_\_  
 Total Estimated Project Cost:        \$ 236000

Would you be willing to accept grant funding in an amount less than requested?     YES     NO

#### V. SIGNATURE OF APPLICANT

**I certify that the information contained within this application is true and accurate.**

\_\_\_\_\_  
Signature of Project Officer

12/21/2023

\_\_\_\_\_  
Date

## VI. Executive Summary / Abstract

Include a brief Executive Summary (100 words or less) that summarizes the main goals and activities of the project and the expected environmental outcomes that will be achieved. Identification of the total amount of funds being requested along with the required match, and how you heard about the program should be included in the Executive Summary. The summaries will be used in the grant review process and on the RCWD website, for projects that are funded.

The goal of the improvements is to alleviate overflow of the existing stormwater pond in Bellaire Park, which is undersized and frequently overtops and flows overland through the park directly into White Bear Lake, creating issues with maintenance, safety and lack of water quality.

The scope of work includes constructing a new stormwater pond in a vacant lot at the SE corner of Bellaire Ave and South Shore Blvd, to prevent overtopping during storm events. White Bear Township purchased the lot to perform the water quality improvements. White Bear Township is requesting \$118,000 out of a project total cost of \$236,000.

## VII. Description (10 points)

The RCWD has established guidelines for prioritizing projects based on location. Water quality improvement projects should be located to benefit a RCWD lake classified as either "Protection" or "Restoration" (see Table 2-4 in the RCWD 2020 Watershed Management Plan), and/or a waterbody with an approved Total Maximum Daily Load (TMDL) study or other recognized diagnostic water quality study. Flood storage and runoff rate control projects should focus on reducing peak flood elevations in known regional flood hazard areas and/or documented local problem areas. Describe the specific watershed management, water quality or quantity need(s) that the project will address and its impact on the target water resource within the District.

Name the target waterbody benefitting from this project: White Bear Lake

List and describe the Best Management Practices (BMPs) to be incorporated into this project.

The project includes construction of a new stormwater pond to prevent overtopping events in the existing undersized Bellaire Beach Park pond. This will result in less maintenance, fewer safety issues, and increased water quality.

As part of this project, Rip Rap will also be added.

If applicable, describe how the project impacts or protects RCWD groundwater resources, minimizes impervious surfaces, and/or maximizes infiltration.

There is no impervious area increase or modifications.

Provide drawings, maps and/or schematics which graphically illustrate the location and conceptual design of the project. **(Attach separate sheets.)**

Describe how long-term operation and maintenance of the project will be accomplished.

The Township will inspect the pond according to the schedule required by the MS4 General Permit of once per permit term for stormwater ponds.

Based upon inspection results, repair, replacement or maintenance needs will be identified to restore the pond for proper operation and to prevent negative environmental impacts.

### VIII. Prioritization (15 points)

How does the project support existing regional planning efforts such as the RCWD Watershed Management Plan, municipal surface water management plans, TMDLs, or other recognized diagnostic studies? Is the project included on the Member Community Project List (Appendix G) within the RCWD Watershed Management Plan? Please provide citations where possible.

The project is included under the RCWD Watershed Management Plan Appendix G, section 4.3.6.

The project supports goals in the White Bear Township Surface Water Management Plan:

Section 4.0.1 Lakes Goal-Protect and preserve the quality of local lakes

Section 4.0.7 Water Quantity Goal-Control the rate of storm water runoff from development to reduce downstream flooding and erosion

### IX. Targeting (15 points)

Describe the critical pollution or flooding sources and risks addressed by this project. Explain why the proposed project is the most cost-effective and feasible means to attain the expected resource benefits. Has a formal analysis been conducted to substantiate this position?

The existing stormwater pond at Bellaire Beach Park is undersized, frequently overtopping and flowing overland through the park into White Bear Lake. This creates safety, water quality and maintenance issues.

An analysis of 5 storm pond scenarios was done to compare combinations of additional ponding and pipe-upsizing for the purpose of preventing overtopping events.

Expanding the pond within the same park boundaries directly reduces the park area and is undesirable. Analysis of building an additional pond in a vacant lot across from the park was done. It shows that peak discharges would be lowered, and overtopping can be prevented during 2- and 5- year storms in a cost effective and feasible manner if a new pond is constructed on the vacant lot and the outlet pipes in the existing pond are upsized from 15" to 27".

### X. Measurable Outcomes (20 points)

Provide a detailed estimate and description of the anticipated pollutant reduction, stormwater rate/volume reduction, groundwater withdrawal reduction, and/or other environmental or natural resource benefits associated with the project. Describe the methods and cite the sources (i.e. P8 model, HydroCAD, XP-SWMM, MIDS, MN Stormwater Manual, etc.) used to calculate or estimate the pollutant reductions and/or hydrologic outcomes. **(Mandatory for RCWD to consider your proposal!)**

The proposed improvements were modeled in HydroCAD, showing reduced peak total and overflow discharges from the existing Bellaire Park pond during storm events. In addition, overtopping would not occur during 2- and 5-year storms.

Existing Conditions	2-year	5-year	10-year	50-year	100-year
Peak Secondary (Overflow) Discharges (cfs)	5.36	14.94	23.39	53.74	77.18
Total Peak Discharges (cfs)	13.37	23.35	32.03	62.99	86.78
Proposed Conditions (New pond and upsized outlet pipe)	2-year	5-year	10-year	50-year	100-year
Peak Secondary (Overflow) Discharges (cfs)	0.00	0.00	5.47	31.78	55.02
Total Peak Discharges (cfs)	12.90	19.35	27.64	56.98	81.84

Describe the strategy for monitoring and/or evaluating the results or effectiveness of the project, including how success will be defined and measured.

The existing and proposed ponds will be inspected by the Township per the MS4 schedule. Instances of overtopping in the existing pond will be compared to rainfall totals to determine if the results from the HydroCAD model are being met.

**XI. Cost-Effectiveness (20 points)**

Provide a detailed budget that lists each item for which funding is being requested. You must also list the sources of required local matching contributions. Why is this the most cost-effective approach to solving the problem? Have other alternatives been explored? **(Attach separate sheets if needed.)**

A cost estimate is attached. Five stormwater pond design scenarios were investigated for improving the existing Bellaire Park pond, including upsizing the existing outlet pipe, two scenarios for installing a new stormwater pond in a vacant lot across from Bellaire Park, and two scenarios for installing large ponds that are bigger than the vacant lot but provide retention of larger storm events.

Upsizing the existing pond in the park directly reduces the park area and is not desirable. The proposed improvements greatly increase storage, reduce peak and overflow runoff rates, prevent overtopping of the pipe during 2- and 5- year storms, and will improve water quality. The proposed pond takes up the entire vacant lot, and cannot be made any larger.

**XII. Project Readiness (10 points)**

Please describe the anticipated timeline for implementing this project. What steps have been taken to ensure that the project can be implemented according to this timeline? Are any permits needed?

The project is anticipated for Summer 2024 construction. The Township has already purchased the vacant lot where the proposed pond will be located. A permit is required under Rule D (Erosion and Sediment Control Plans), for which the Township will apply.

**XIII. Engagement Opportunities (10 points)**

Demonstrate any potential for public engagement, education and demonstration and describe what methods will be used to ensure that the purpose and success of the project are made known to the public. Applicants must incorporate a public engagement component into the project.

Neighboring residents will be contacted during planning and construction of the project. The Township is interested in installing a permanent project sign, partnering with RCWD on determining the appropriate language.

**BELLAIRE AVENUE POND  
WHITE BEAR TOWNSHIP  
ENGINEER'S PRELIMINARY ESTIMATE OF COST**

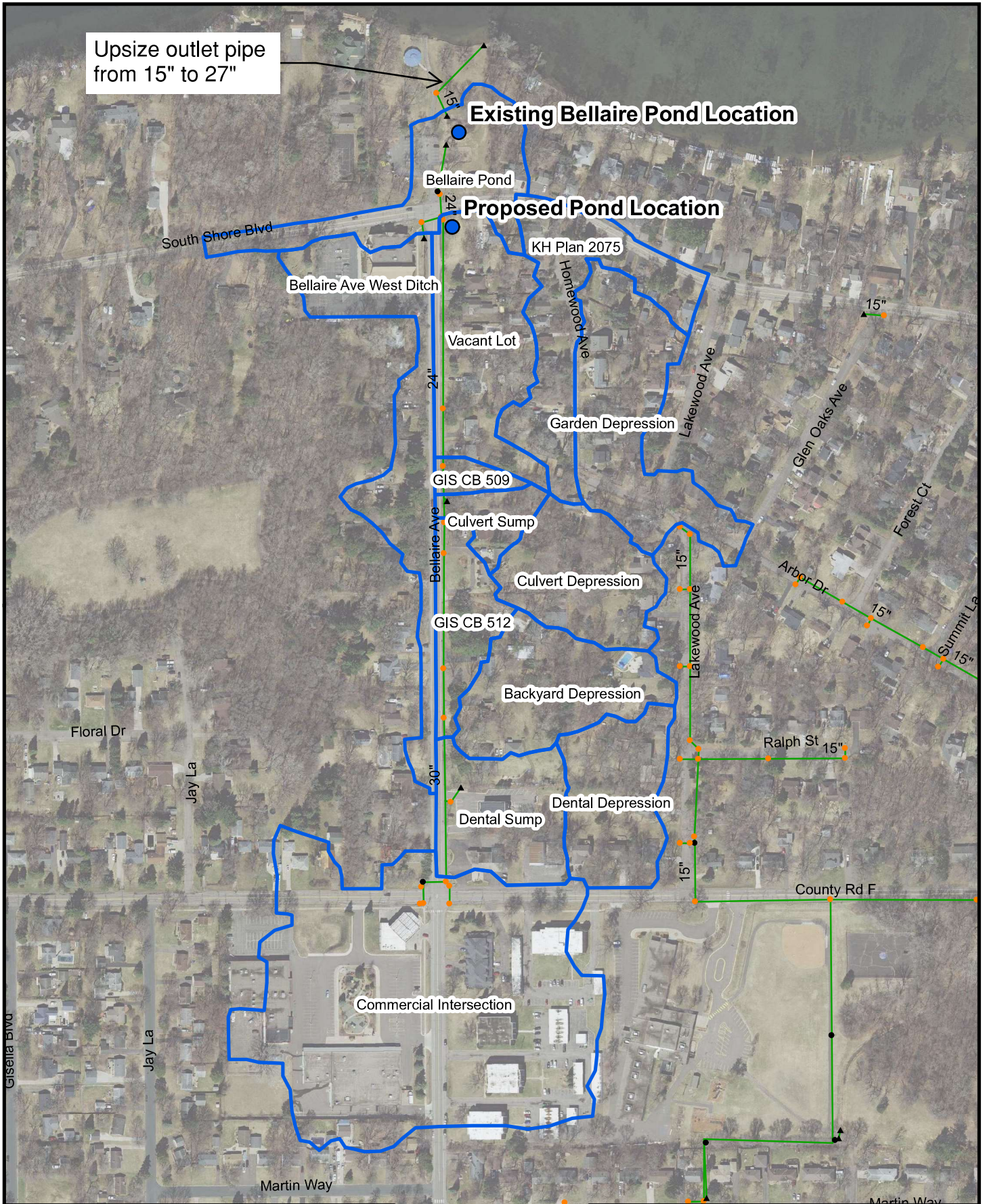
**DRAINAGE IMPROVEMENTS**

1	LS	MOBILIZATION	\$	10,000
1	LS	TRAFFIC CONTROL	\$	4,000
1	EA	TREE REMOVAL	\$	1,500
188	LF	REMOVE SEWER PIPE (STORM)	\$	4,000
440	LF	SILT FENCE TYPE MS	\$	1,400
1,265	CY	POND EXCAVATION	\$	51,000
125	CY	COMMON EMBANKMENT (CV)	\$	2,500
2	EA	24" RC PIPE APRON	\$	6,000
2	EA	27" RC PIPE APRON	\$	7,000
62	LF	24" RC PIPE SEWER	\$	9,000
188	LF	27" RC PIPE SEWER	\$	30,000
2	EA	CONNECT TO EXISTING STORM SEWER	\$	4,000
440	LF	CHAIN LINK SAFETY FENCE	\$	25,000
1	EA	FENCE GATE	\$	5,000
110	CY	FINE FILTER AGGREGATE (CV)	\$	7,300
110	CY	FILTER TOPSOIL BORROW	\$	7,300
0.25	ACRE	SEEDING	\$	1,800
20	CY	RIP RAP	\$	2,000
CONSTRUCTION COST			\$	178,800
+10% CONTINGENCIES			\$	17,880
SUBTOTAL WITH CONTINGENCIES			\$	196,680
ENGINEERING, LEGAL, FISCAL, AND ADMINISTRATION (20%)			\$	39,320
SUBTOTAL WITH ENGINEERING, LEGAL, FISCAL, AND ADMINISTRATION			\$	236,000

**TOTAL ESTIMATED PROJECT COST** **\$ 236,000**

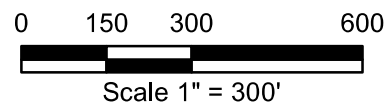
**RCWD COST-SHARE FUNDS REQUESTED** **\$ 118,000**

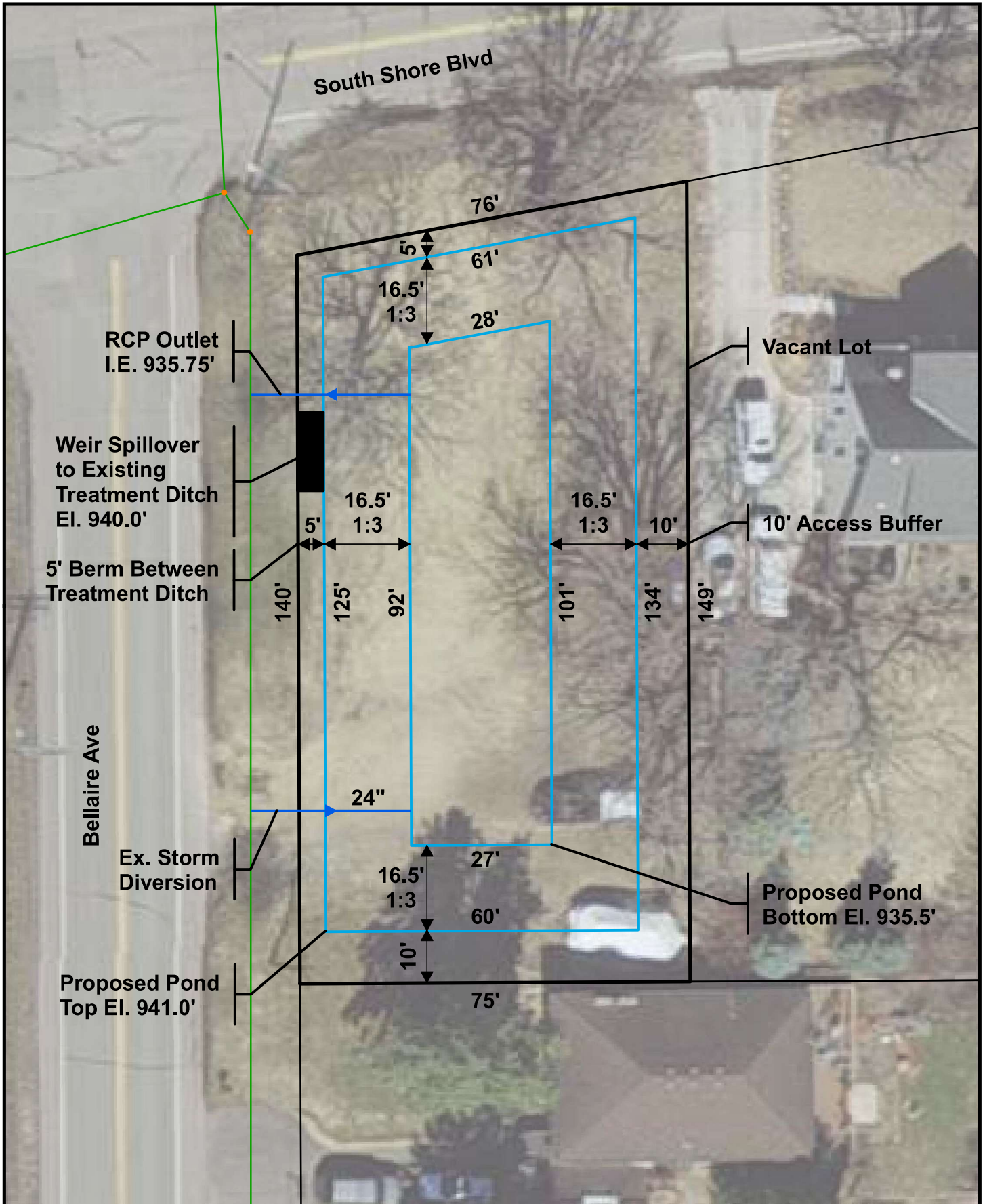
The estimated costs are according to average prices received on similar projects in other areas. The actual costs for this project will be determined through a bidding process and can vary with market conditions at the time of the bid.



**Figure 1: Drainage Area Map**

Date: 05/25/2022  
 By: RJH  
 Check:





**Figure 3: Potential Pond Layout**

Date: 05/25/2022  
 By: RJH  
 Check:





# Rice Creek Watershed District

## Stormwater Management Grant Program

### 2024 Application Form

#### I. APPLICANT INFORMATION

Organization (to be named as Grantee): City of Willernie  
 Street Address: 111 Wildwood Road  
 City, State, Zip: Willernie, MN, 55090  
 Tax Status: Local Government Tax ID#: 41-0847525  
*(e.g., local government, non-profit 501(c)(3), private business, etc.)*

#### II. PROJECT CONTACTS

Project Officer: <u>Marcus Johnson</u>	Financial Officer: <u>Vickie Keating</u>
Title: <u>City Engineer</u>	Title: <u>Clerk-Treasurer</u>
Telephone: <u>507-440-0537</u>	Telephone: <u>651-429-2977</u>
Fax: _____	Fax: <u>651-429-2283</u>
Email: <u>Marcus.Johnson@bolton-menk.com</u>	Email: <u>vkeating1@comcast.net</u>

#### III. PROJECT INFORMATION

Project Name: Craig Place Storm Sewer Improvements  
 Location(s) of Project: Corner of Craig Place and Kindross  
 City: Willernie State: MN County: Washington  
 Project Start Date: 6/1/2024 Project Completion Date: 8/30/2024

Project Type (check only those that directly apply):

- |                                                                      |                                                                        |
|----------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Water Quality Treatment Project             | <input type="checkbox"/> Stormwater Reuse Irrigation Project           |
| <input checked="" type="checkbox"/> Peak Runoff Rate Control Project | <input type="checkbox"/> Runoff Volume Control / Flood Storage Project |
| <input type="checkbox"/> Other: _____                                |                                                                        |

Is a RCWD Rule C permit required for this project?  YES  NO  UNKNOWN

#### IV. GRANT REQUEST

RCWD Grant Funding Requested: \$ 33,150  
 Applicant Match Funding Committed: \$ 33,150  
 State/Other Funding Committed: \$ \_\_\_\_\_ Source(s): \_\_\_\_\_  
 Total Estimated Project Cost: \$ 66,300

Would you be willing to accept grant funding in an amount less than requested?  YES  NO

#### V. SIGNATURE OF APPLICANT

**I certify that the information contained within this application is true and accurate.**

Marcus Johnson  
 Signature of Project Officer

12-20-2023  
 Date



**VI. Executive Summary / Abstract**

Include a brief Executive Summary (100 words or less) that summarizes the main goals and activities of the project and the expected environmental outcomes that will be achieved. Identification of the total amount of funds being requested along with the required match, and how you heard about the program should be included in the Executive Summary. The summaries will be used in the grant review process and on the RCWD website, for projects that are funded.

The goal is to upsize an existing storm sewer pipe to prevent flooding of neighboring properties.

**VII. Description (10 points)**

The RCWD has established guidelines for prioritizing projects based on location. Water quality improvement projects should be located to benefit a RCWD lake classified as either “Protection” or “Restoration” (see Table 2-4 in the RCWD 2020 Watershed Management Plan), and/or a waterbody with an approved Total Maximum Daily Load (TMDL) study or other recognized diagnostic water quality study. Flood storage and runoff rate control projects should focus on reducing peak flood elevations in known regional flood hazard areas and/or documented local problem areas. Describe the specific watershed management, water quality or quantity need(s) that the project will address and its impact on the target water resource within the District.

Name the target waterbody benefitting from this project: White Bear Lake

List and describe the Best Management Practices (BMPs) to be incorporated into this project.

A sump at the bottom of the storm sewer structure.

If applicable, describe how the project impacts or protects RCWD groundwater resources, minimizes impervious surfaces, and/or maximizes infiltration.

N/a

Provide drawings, maps and/or schematics which graphically illustrate the location and conceptual design of the project. **(Attach separate sheets.)**

Describe how long-term operation and maintenance of the project will be accomplished.

There should be minimal maintenance other than annual cleaning of the sump in the catch basi

**VIII. Prioritization (15 points)**

How does the project support existing regional planning efforts such as the RCWD Watershed Management Plan, municipal surface water management plans, TMDLs, or other recognized diagnostic studies? Is the project included on the Member Community Project List (Appendix G) within the RCWD Watershed Management Plan? Please provide citations where possible.

The project is not noted on the RCWD Watershed Management Plan. The project is too small of

**IX. Targeting (15 points)**

Describe the critical pollution or flooding sources and risks addressed by this project. Explain why the proposed project is the most cost-effective and feasible means to attain the expected resource benefits. Has a formal analysis been conducted to substantiate this position?

There are no known critical pollutants, the known flooding sources are the upstream neighbors over

**X. Measurable Outcomes (20 points)**

Provide a detailed estimate and description of the anticipated pollutant reduction, stormwater rate/volume reduction, groundwater withdrawal reduction, and/or other environmental or natural resource benefits associated with the project. Describe the methods and cite the sources (i.e. P8 model, HydroCAD, XP-SWMM, MIDS, MN Stormwater Manual, etc.) used to calculate or estimate the pollutant reductions and/or hydrologic outcomes. **(Mandatory for RCWD to consider your proposal!)**

See attached Cost estimate. Due to the nature of the project, there will be an increase of storm

Describe the strategy for monitoring and/or evaluating the results or effectiveness of the project, including how success will be defined and measured.

n/a

**XI. Cost-Effectiveness (20 points)**

Provide a detailed budget that lists each item for which funding is being requested. You must also list the sources of required local matching contributions. Why is this the most cost-effective approach to solving the problem? Have other alternatives been explored? **(Attach separate sheets if needed.)**

See Attached Cost Estimate. The local match will be taken from the City of Willernie's city budget

**XII. Project Readiness (10 points)**

Please describe the anticipated timeline for implementing this project. What steps have been taken to ensure that the project can be implemented according to this timeline? Are any permits needed?

The anticipated schedule would be bidding in February/March with the construction starting upon

**XIII. Engagement Opportunities (10 points)**

Demonstrate any potential for public engagement, education and demonstration and describe what methods will be used to ensure that the purpose and success of the project are made known to the public. Applicants must incorporate a public engagement component into the project.

An open house to discuss with the public what improvements are being proposed.

# ENGINEER'S ESTIMATE

Craig Place Storm Sewer Replacement  
Willernie, MN

December 2023

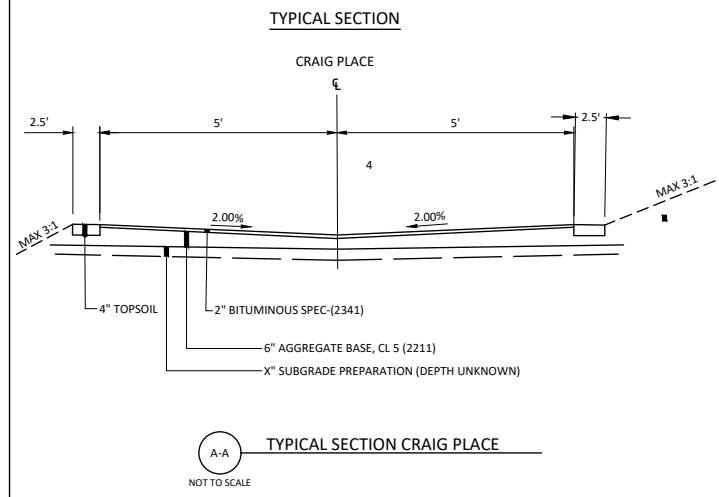
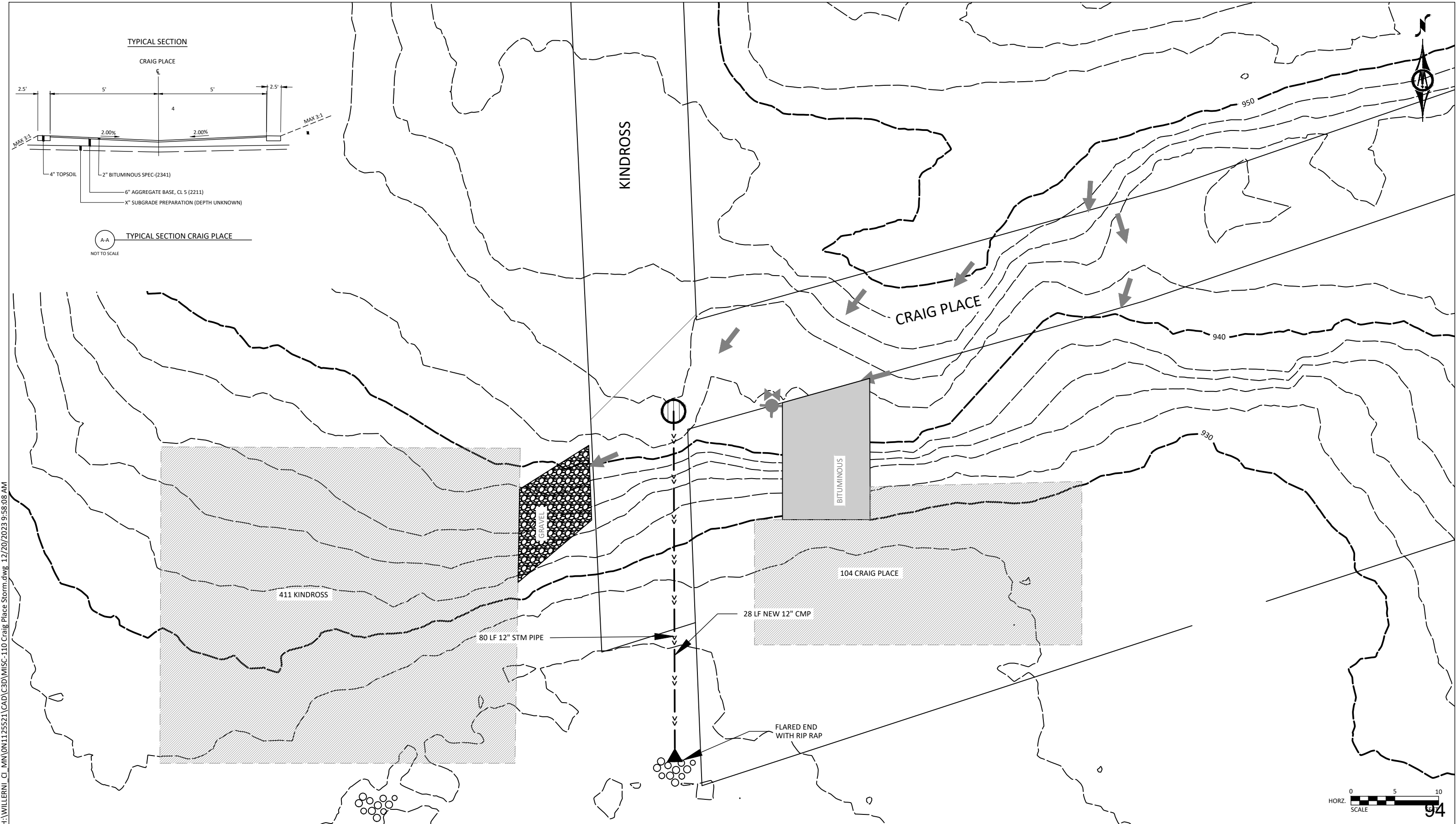
ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	EACH	\$2,000.00	\$2,000.00
2	TRAFFIC CONTROL	1	EACH	\$1,000.00	\$1,000.00
3	REMOVE EXISTING STORM SEWER STRUCTURE	1	EACH	\$500.00	\$500.00
4	TRENCHLESS 12" STORM PIPE	80	LF	\$200.00	\$16,000.00
5	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	1	EACH	\$3,500.00	\$3,500.00
6	12" FES APRON	1	EACH	\$1,500.00	\$1,500.00
7	RANDOM RIP RAP CLASS III	15	CY	\$120.00	\$1,800.00
8	CASTING ASSEMBLY	1	EACH	\$300.00	\$300.00
9	EROSION CONTROL	1	LS	\$6,000.00	\$6,000.00
10	REMOVE BITUMINOUS PAVEMENT	270	SY	\$10.00	\$2,700.00
11	TYPE SP 12.5 NON WEAR COURSE MIXTURE (3,C)	100	TON	\$95.00	\$9,500.00
12	FINAL SHAPING	50	SY	\$50.00	\$2,500.00
				Total Base	\$47,300.00
				Contingency	15% \$7,100.00
				Engineering and Legal	25% \$11,900.00
				<b>Total Construction Cost</b>	<b>\$66,300.00</b>

# ENGINEER'S ESTIMATE

Craig Place Storm Sewer Replacement  
Willernie, MN

December 2023

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	EACH	\$2,000.00	\$2,000.00
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4	TRENCHLESS 12" STORM PIPE	80	LF	\$200.00	\$16,000.00
5	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	1	EACH	\$3,500.00	\$3,500.00
6	12" FES APRON	1	EACH	\$1,500.00	\$1,500.00
7	RANDOM RIP RAP CLASS III	15	CY	\$120.00	\$1,800.00
8	CASTING ASSEMBLY	1	EACH	\$300.00	\$300.00
9	EROSION CONTROL	1	LS	\$6,000.00	\$6,000.00
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12	FINAL SHAPING	50	SY	\$50.00	\$2,500.00
				Total Base	\$47,300.00
				Contingency 15%	\$7,100.00
				Engineering and Legal 25%	\$11,900.00
				<b>Total Construction Cost</b>	<b>\$66,300.00</b>



H:\WILLERNIE\_CJ\_MN\ON1125521\CAD\C3D\MISC-110 Craig Place Storm.dwg 12/20/2023 9:58:08 AM

## City of Willernie 2024 SMG Application

### VI. Executive Summary/Abstract

The goal is to upsize an existing storm sewer pipe to prevent flooding of neighboring properties. Craig place currently drains to an existing 6" storm sewer pipe in the center of the road. This past summer it has been observed that the pipe does not have enough capacity. A 12" is planned to take the drainage and continue to drain into the wetland west of this intersection. The total amount for the project is planned to be \$66,300, which the City of Willernie would match 50% of the requested \$33,150.

### VII. Description

Name of Waterbody benefitting from the project: White Bear Lake

List and Describe the BMP to be incorporated into this Project: A sump at the bottom of the storm sewer structure.

If applicable, describe how the project impacts or protects RCWD groundwater resources, minimizes impervious surfaces, and/or maximize infiltration: N/A

Describe how long-term operation and maintenance of the project will be accomplished:

There should be minimal maintenance other than annual cleaning of the sump in the catch basin, which will be done by the City of Willernie.

### VIII. Prioritization

The project is not noted on the RCWD Watershed Management Plan. The project is too small of a drainage area to be recognized.

### IX. Targeting

There are no known critical pollutants, the known flooding sources are the upstream neighbors overland drainage, draining onto the city street. This project is the most cost effective because open cut installation is not feasible due to the tight and steep nature of the existing alignment. There is no alternative access point to the wetland that is more cost effective.

#### **X. Measurable Outcomes**

See attached Cost estimate. Due the nature of the project, there will be an increase of storm water rate. The remaining measurable outcomes do not apply.

Describe the strategy for monitoring and/or evaluating the results or effectiveness of the project: N/A

#### **XI. Cost Effectiveness**

See Attached Cost Estimate. The local match will be taken from the City of Willernie's city budget. This project is the most cost effective because open cut installation is not feasible due to the tight and steep nature of the existing alignment. There is no alternative access point to the wetland that is more cost effective.

#### **XII. Project Readiness**

The anticipated schedule would be bidding in February/March with the construction starting upon the ground thawing. Expected construction timeline would be 1 month.

#### **XIII. Engagement Opportunities**

An open house to discuss with the public what improvements are being proposed.



## **ITEMS REQUIRING BOARD ACTION**

1. RCWD Official Depository and Newspaper Designation  
(Nick Tomczik)

**MEMORANDUM**  
**Rice Creek Watershed District**



**Date:** February 1, 2024  
**To:** RCWD Board of Managers  
**From:** Nick Tomczik, Administrator  
**Subject:** Annual Designation of Depository and Newspaper

---

**Introduction**

The District by-laws require annual designation of an official depository and newspaper.

**Background**

The District Board must annually designate an official depository and newspaper. This is stated in the By-Laws of RCWD Article 4, Section 8 identifying the designation to occur at the first regular meeting in February.

The District’s current official depository is PMA Financial Network, LLC. administering the 4M Fund with US Bank as the financial institution.

The District’s current official newspaper is the St. Paul Pioneer Press.

**Staff Recommendation**

Staff recommends no change to District’s official depository and official newspaper.

**Proposed Board Motion**

Manager \_\_\_\_\_ moves to designate PMA Financial Network, LLC. administering the 4M Fund with US Bank as the financial institution as the official depository of the Rice Creek Watershed District and the St. Paul Pioneer Press as the official newspaper of the Rice Creek Watershed District.

## **ITEMS REQUIRING BOARD ACTION**

2. 2023 Financial Report Metro Shooting/Trost Settlements  
(Nick Tomczik)

# MEMORANDUM

## Rice Creek Watershed District



**Date:** February 6, 2024  
**To:** RCWD Board of Managers  
**From:** Nick Tomczik, Administrator  
**Subject:** 2023 Financial Report - Metro Shooting / Trost Settlements

---

### Introduction

The Board established an annual review in February of the level of liability associated with the Metro Shooting and Trost settlements. This is the annual review for Board consideration and action.

### Background

Smith Partners as District counsel inquired with Staff and District Engineer regarding potential changes that are relevant to assessing District liability under the 2005 settlements. Please see attached Smith Partners' memo for additional background and context on the matter which includes RCWD Board of Manager's workshop discussion on consideration of development and the settlement.

There has been little definitive change in the facts and circumstances relevant to the development of the subject parcels. The District has received general inquiries regarding development on some of the subject parcels yet no specific development proposal has been put forth to the District or its consultants. So, there is no substantial change in the information available from which to assess the District's potential liability under development of the property and the related settlements.

### Staff Recommendation

Staff recommend Board review of the current circumstance and discuss the District's potential liability. In consultation with District legal counsel, the following are three potential Board Statements for consideration. In 2023, the Board action was to proceed under the third of three options below.

**OPTION (*liability remote*):** That the Board of Managers finds the triggering of the potential contingent future liability to be remote, and therefore not a matter to be disclosed in the 2023 financial report.

**OPTION (*liability remote*):** That the Board of Managers finds the triggering of the potential contingent future liability to be remote, but nevertheless concludes that it should be referenced in the 2023 financial report as follows, or as modified in the auditor's judgment:

In settlement agreements approved in 2005, the District committed that when development occurs on two tracts then owned by the Metro Shooting Center and Trost, the application of the District's wetland rules will not have the result of affording the owner for the Metro Shooting parcel fewer than 100 contiguous upland acres for development, and the owner of the Trost parcel no fewer than 45 such acres. If additional wetland replacement is required to allow for consolidation of the stated acreage, the District will bear the cost of that replacement. The District is unable either

**MEMORANDUM**  
**Rice Creek Watershed District**



to determine at this time the likelihood of this potential future contingent liability, or to estimate the District expense if and when the liability should arise.

**OPTION (*liability not remote*):** That the Board of Managers finds that it is reasonably possible that one or more events will occur so as to cause the District to incur what is now a potential contingent future liability, and therefore that this liability should be referenced in the 2023 financial report as follows, or as modified in the auditor’s judgment:

In settlement agreements approved in 2005, the District committed that when development occurs on two tracts then owned by the Metro Shooting Center and Trost, the application of the District’s wetland rules will not have the result of affording the owner for the Metro Shooting parcel fewer than 100 contiguous upland acres for development, and the owner of the Trost parcel no fewer than 45 such acres. If additional wetland replacement is required to allow for consolidation of the stated acreage, the District will bear the cost of that replacement. The District is unable at this time to estimate the District expense if and when the liability should arise.

The Board should move and take action on one of the three options or its own alternative.

**Attachments**

Smith Partners’ January 30, 2024 Memorandum



250 Marquette Avenue  
Suite 250  
Minneapolis, MN 55401  
(612) 344-1400 tel

[www.smithpartners.com](http://www.smithpartners.com)

## MEMORANDUM

**TO:** Rice Creek Watershed District Board of Managers

**FROM:** Louis Smith

**RE:** 2023 Financial Report  
Metro Shooting/Trost Settlements

**DATE:** January 30, 2024

---

In 2005, the District entered into settlements with Blaine landowners Metro Shooting Center Corp. and John Trost with respect to those parties' claims concerning the District's management of Anoka County Ditch 53-62. Under the settlements, the District made a payment to each landowner and also, subject to certain terms, committed to supply wetland replacement credits if needed for a landowner to create a specified contiguous upland footprint for development.

In late 2015, the District auditor and attorney advised you as to the circumstances under which this contingent liability should be identified in the District's annual financial reports. We supplied a memorandum dated December 2, 2015. In the interest of public accountability, you waived the attorney-client privilege for the memo.

In the memo, we summarized our guidance as follows:

If it is reasonably possible that the District's obligation will result in a liability in the future, then the liability should be disclosed in its financial reports. If the amount of the liability cannot be reasonably estimated, the disclosure should state that an estimate of the liability cannot be made. In making these determinations, the District may be guided by the advice of its engineer, counsel and auditor. When assumed in 2005, the Metro Shooting and Trost liabilities were subject to a number of uncertainties, and that remains the case. It appears that the collective judgment to date has been that the various uncertainties render the triggering of this potential contingent future liability remote, and therefore not a matter that is required to be disclosed in the annual financial report.

At your December 7, 2015 workshop, by majority vote, you concurred in the finding that this contingent liability is remote and therefore not to be disclosed in the annual financial report. At your February 8, 2016 workshop, again by majority vote, you affirmed this finding for the purpose of the 2015 financial report. At the March 9, 2016 workshop, you passed a motion unanimously "to annually review the liability of the Metro Shooting/Trost contingent liability in February of every year and take a formal vote at the Board meeting as to the remoteness of the liability."

For the 2016 financial report, the Board of Managers adopted the following motion on February 22, 2017:

***That the Board of Managers finds the triggering of the potential contingent future liability to be remote, but nevertheless concludes that it should be referenced in the 2016 financial report as follows, or as modified in the auditor's judgment:***

***In settlement agreements approved in 2005, the District committed that when development occurs on two tracts then owned by the Metro Shooting Center and Trost, the application of the District's wetland rules will not have the result of affording the owner for the Metro Shooting parcel fewer than 100 contiguous upland acres for development, and the owner of the Trost parcel no fewer than 45 such acres. If additional wetland replacement is required to allow for consolidation of the stated acreage, the District will bear the cost of that replacement. The District is unable either to determine as this time the likelihood of this potential future contingent liability, or to estimate the District expense if and when the liability should arise.***

For the 2017, 2018, 2019, 2020 and 2021 financial reports, the Board of Managers adopted the same motion on, respectively, February 28, 2018; February 27, 2019; February 12, 2020; February 10, 2021; and February 9, 2022.

For the 2022 financial report, the Board of Managers adopted the following motion on February 8, 2023, changing the Board's assessment from "remote" to "reasonably possible" as follows:

***That the Board of Managers finds that it is reasonably possible that one or more events will occur so as to cause the District to incur what is now a potential contingent future liability, and therefore that this liability should be referenced in the 2022 financial report as follows, or as modified in the auditor's judgment:***

***In settlement agreements approved in 2005, the District committed that when development occurs on two tracts then owned by the Metro Shooting Center and Trost, the application of the District's wetland rules will not have the result of affording the owner for the Metro Shooting parcel fewer than 100 contiguous upland acres for development, and the owner of the Trost parcel no fewer than 45 such acres. If additional wetland replacement is required to allow for consolidation of the stated acreage, the District will bear the cost of that replacement. The District is unable at this time to estimate the District expense if and when the liability should arise.***

For the purpose of the 2023 financial report, pursuant to paragraph (5), American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (1999), the

District Administrator has asked us to include in our audit opinion letter an opinion as to the remoteness of this potential contingent future liability. For that purpose, we have regularly made inquiry of the District's permit coordinator (Patrick Hughes) and engineer (Chris Otterness) as to any change in circumstances that may cause the liability now to be less remote so as to alter the District's treatment of it in the financial report. Specifically, our inquiry includes:

1. Any facts (including permitting inquiries to the District or City of Blaine) or statements evidencing a specific intent to initiate development of either tract in the foreseeable future.
2. Any change in District Rule F/Minnesota Wetland Conservation Act or U.S. Army Corps of Engineers Section 404 requirements as concerns wetland impact sequencing, calculation of replacement requirements, or replacement credit location.
3. Any new information regarding the hydrology or soils on either tract as would be relevant to the geophysical suitability of a development footprint.
4. Any new regulatory wetland boundary data for either tract, or new field information suggesting a change in the regulatory wetland boundary.
5. Any new Federal Emergency Management Agency/regulatory floodplain affecting either tract.

As of this date, Mr. Hughes has reported having several meetings with the landowner, and interested developer, the developer's consultant, and the Anoka Technical Evaluation Panel and the Corps of Engineers. These parties walked the site in April 2022 to discuss delineation methods. At a June 12, 2023 Board Workshop meeting, Jay Wilder, Richard Wilder, Anthony Wilder, and Arthur Wilder were in attendance, along with Megan Hedstrom of the City of Blaine, for the Board's discussion of the Metro Shooting Settlement Agreement implementation. The Board directed the attorney, engineer, and staff to continue to develop an understanding of the settlement agreement and its implementation. At a September 8, 2023 workshop, the Board discussed the matter further. As landowners, the Wilders have not presented further information on their development plans. To date, very limited information has been provided on the proposed development and no application, concept plan or even the size or area of proposed development has been presented. While these meetings indicate an intent to pursue development of the site, there is no basis from which to analyze potential District contingent liability differently than in the past. Mr. Otterness reports that based on current RCWD modeling, when FEMA or the landowner completes a FEMA revision process, the extent of floodplain likely will shrink considerably, assuming that they use RCWD modeling as a basis for such a revision.

It is also noteworthy that on May 25, 2023, the U.S. Supreme Court issued a decision in *Sackett v. U.S. Environmental Protection Agency*. In this decision, the court narrowed Section 404 jurisdiction over wetlands "adjacent to" navigable waters and tributaries by redefining the word "adjacent." On September 8, 2023, the USACE and the USEPA adopted revisions to the federal rule to conform to the *Sackett* ruling. To the extent the USACE, in 2005, found certain wetlands jurisdictional not



because they are a part of the ACD 53-62 tributary, but because they are “adjacent” to ACD 53-62, it may find that under the revised rule, those wetlands no longer are subject to federal regulation. It remains to be seen how the USACE St. Paul office will read the new rule as it applies to the MSCC property and any development proposal.

Accordingly, our opinion in our audit opinion letter for the 2023 financial report remains the same as for the prior years noted above: When assumed in 2005, the Metro Shooting and Trost liabilities were subject to uncertainty in a number of respects; this remains the case. To date, the collective judgment has been that these elements of uncertainty together render the likelihood that this potential contingent future liability will be realized remote, and the Board of Managers last year changed its assessment of this likelihood to “reasonably possible.” Our inquiry to the District staff and the District engineer confirm that while there is some exploration of potential development from the landowner and a potential developer, there is not yet enough information about a development proposal to change the assessment of this issue. We have not otherwise received and are not aware of any additional information that would alter this assessment or otherwise suggest a change in circumstances making the realization of the potential liability more likely. ***We note, however, that receipt of a specific development proposal could change this assessment.***

We would be pleased to answer any questions you may have regarding this matter.

c: Nick Tomczik, RCWD Administrator

## **ITEMS REQUIRING BOARD ACTION**

3. RCWD Facilities Vegetation Maintenance Contracts (Ashlee Ricci)



# MEMORANDUM

## Rice Creek Watershed District

**Date:** February 8, 2024  
**To:** RCWD Board of Managers  
**From:** Ashlee Ricci, Drainage & Facilities Manager  
**Subject:** RCWD Facilities Vegetation Maintenance

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### Introduction

The Board is being asked to consider three separate contracts for maintenance work at four District Facilities: Brown's Preserve wetland mitigation bank (Brown's), Wall's/Taylor wetland bank (Wall's), Bald Eagle Lake iron-enhanced sand filter (Bald Eagle) basins and pond buffer, and Hansen Park iron-enhance sand filter (Hansen) basins and pond buffer.

### Background

The District owns or manages several District Facilities (Facilities). Several of the Facilities have obligations to maintain native vegetation regimes. The specific Facilities requiring native vegetation management are Brown's, and the iron-enhanced sand filter projects at Hansen (New Brighton) and Bald Eagle (White Bear Township).

Brown's: 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 included in the plan was prescribed fire every 3-5 years, with the most recent burn completed in 2020.

Staff have engaged Red Rock Fire to complete a prescribed burn in 2024. This is a one-time burn quote of Brown's and Wall's. The quote includes site preparation and monitoring post-burn.

There is efficiency in contracting for a longer term to complete prescribed burns. This provides flexibility due to weather conditions and fluctuations in the contractor's sites and schedule. This will ensure that the District is on the contractor's list to complete a burn in the recommended time frame. Staff intend to engage Red Rock Fire to provide pricing for longer-term contracts.

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 infiltration. The District has contracted with Davey Resource Group (DRG) for this IESF maintenance for the few years with great success. Staff are comfortable with the experience, expertise, and economy of DRG work.

Hansen and Bald Eagle contracts and maintenance plans (attached) include specific line items to address known needs, with additional work to be directed by District staff at a time and materials cost. The approach will allow more efficient management of the IESF system and improved functionality.

### IESF Native Vegetation Maintenance of pond buffers:

Bald Eagle – maintenance is needed to reinforce the plant community and promote vegetation to stabilize pond slopes.

Hansen Park – cost is increasing to reflect needed time to properly manage pond buffer.

Proposal/Quote Summaries

<b>Facility</b>	<b>Contractor</b>	<b>Total Cost</b>
Brown’s Preserve & Walls/Taylor wetland banks	Red Rock Fire	\$22,636.78
Bald Eagle Lake IESF	Davey Resource Group, Inc.	\$11,330.00 + add-on services at T&M
Hansen Park IESF	Davey Resource Group, Inc.	\$27,010.00 + add-on services at T&M

**Staff Recommendation**

District staff recommend that the Board approve the contracts for vegetation management with Red Rock Fire and Davey Resource Group, Inc. and further direct staff to engage Red Rock Fire in a long-term (present day through 2030) prescribed burn maintenance regime.

**Proposed Motions**

Manager \_\_\_\_\_ moves to approve the attached Red Rock Fire contract for the Brown’s Preserve and Walls/Taylor wetland bank sites in amount of \$22,636.78 on advice of counsel and authorizing the Administrator to execute the document.

Manager \_\_\_\_\_ moves to approve the attached Davey Resource Group, Inc. contract for the Hansen Park sites in amount of \$27,010.00 and including contingency “add-on” work not to exceed \$10,000.00 on advice of counsel and authorizing the Administrator to execute the document.

Manager \_\_\_\_\_ moves to approve the attached Davey Resource Group, Inc. contract for the Bald Eagle Lake IESF sites in amount of \$11,330.00 and including contingency “add-on” work not to exceed \$10,000.00 on advice of counsel and authorizing the Administrator to execute the document.

**Attachments**

Red Rock Fire: Contract & Browns Preserve, Wall Wetland, dated 12-4-2023

Davey Resource Group: Contract & Hansen Park 2024 Maintenance Plan dated 12-18-2023

Davey Resource Group: Contract & Bald Eagle Lake 2024 Maintenance Plan dated 12-18-2023

## Contracted Services Agreement

### RICE CREEK WATERSHED DISTRICT and [RED ROCK FIRE]

CONTRACT entered into between the **Rice Creek Watershed District**, a political subdivision of the State of Minnesota (**RCWD**), and **[RED ROCK FIRE]** ("**CONTRACTOR**"), in effect from **date of signature to December 31<sup>st</sup>, 2024**. The RCWD and CONTRACTOR agree as follows:

#### 1. Scope of Work

This CONTRACT will govern CONTRACTOR's performance of attached proposal "Work Order" issued hereunder. The RCWD administrator or drainage inspector will transmit a written work order to CONTRACTOR. CONTRACTOR will promptly confirm receipt and acceptance in writing and, after confirmation, initiate the work requested. All work is to be completed on a "time and materials" basis. At its discretion, the RCWD may in writing suspend or delete the work or a part thereof. Authorized work by CONTRACTOR will be compensated in accordance with Paragraph 5.

This contract is terminable by either party with respect to future work orders, for any reason, upon receipt of written notice. Entering into this Contract does not guarantee that the CONTRACTOR will be retained for the performance of any work during the term of the Contract. Assignment of all work is at the sole discretion of RCWD.

CONTRACTOR may employ an unmanned aircraft system to obtain video of its worksite or work performed. Any such activity will be solely at CONTRACTOR's election, for its own purposes, and at its own risk, and will not be pursuant to any authority or direction of the RCWD.

#### 2. Independent Contractor

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

#### 3. Subcontract and Assignment

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

#### 4. Indemnification

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

#### 5. Compensation

All payments to be made based on actual materials used and recorded time reported. Costs and rates to be based on the proposal/estimate CONTRACTOR provides when accepting Work Order

and RCWD affirms. When work is completed, or when monthly payment application or itemized invoice is submitted, the RCWD will compensate CONTRACTOR for undisputed work within 30 days of receipt of invoice.

Final payment requires that CONTRACTOR provide proof of compliance with applicable state income tax withholding requirements under Minnesota Statutes § 270C.66.

Each Work Order will be billed and paid independently. RCWD will not engage in setoff or withholding among multiple Work Orders under this Contract. CONTRACTOR and RCWD waive any and all claims against one another for all indirect or unforeseeable consequential damages for Work performed.

CONTRACTOR will maintain records concerning fees or costs incurred in connection with the work for six years from the date the work is completed and agrees that the RCWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

## 6. Insurance

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

- A. Commercial general liability (CGL): \$1.5 million each occurrence and aggregate, covering ongoing and completed operations.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, \$1 million.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

Insurance coverage will be on an occurrence basis. Before beginning work under the initial Work Order pursuant to this contract, CONTRACTOR will file with the RCWD a certificate of insurance showing the required coverages. The certificate will name the RCWD as a holder and will state that the RCWD will receive written notice before cancellation, non-renewal, or a decrease in the limit of any described policy under the same terms as CONTRACTOR. CONTRACTOR will not commence work until it has provided the RCWD with an endorsement naming the RCWD as an additional insured with primary and non-contributory coverage under the CGL policy, for ongoing and completed operations.

## 7. Compliance with Laws

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

CONTRACTOR is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects. CONTRACTOR will report to Gopher State One Call before any excavation in accordance with Minnesota Statutes chapter 216 as may

be applicable to the work and is responsible to identify and protect all structures and marked utilities, whether above or below ground, and for any damage or injury resulting from the failure to do so. On CONTRACTOR's request, the RCWD will mark any private utilities or concealed structures before CONTRACTOR begins work. CONTRACTOR will protect all marked utilities and structures, and will follow industry practice to avoid damage to any unmarked utility or structure.

In performing the work, CONTRACTOR 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.

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

Any provision or part of the Contract held to be void or unenforceable as the final determination of a court will be deemed stricken and all remaining provisions shall continue to be valid and binding upon CONTRACTOR and RCWD, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. Prompt Payment

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

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

**[RED ROCK FIRE]**

By James McDermond Spies  
Owner/Representative

Date: 02/07/2024

**RICE CREEK WATERSHED DISTRICT**

By \_\_\_\_\_  
Administrator

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



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](mailto:james.mcdermondspies@redrockfire.com)  
 Phone: 651-315-3899

Customer Info  
 Email: [agreen@ricecreek.org](mailto:agreen@ricecreek.org)  
 Phone: 612-597-5031  
 Burn Season 2024 Project Size: 177 Acres  
 Spring

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

Line	Category	Description	Quantity	Unit	Price/Unit	Total Price
1	<b>Prescribed Burn</b>					\$ -
2	Burn Prep	Installation of Breaks, permitting and planning	1	Lump	\$ 697.10	\$ 697.10
3	Mobilization	Transporting 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	<b>Walls Wetland</b>					\$ -
8	Burn Operations	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	<b>Unit 3</b>					\$ -
		Funds available for site checks and possible 2nd day of mop and patrol of peat.				
12	Monitoring		12	Hr	\$ 258.28	\$ 3,099.36
13						
14						
15						
<b>Project Total</b>						<b>\$ 22,636.78</b>

**Notes:**

- Quote assumes Red Rock Fire completing all steps as listed above. Red Rock Fire reserves the right to Alter the bid and resubmit.
- 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).
- Red Rock Fire does not warranty against acts of vandalism, severe drought, flooding or damages caused by wildlife.
- 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.
- 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.**
- 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.
- Quote applies to the burn area as is outlined on the attached map.
- Quote is valid for 30 days from submittal date.
- 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.**
- 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





**Corporate Headquarters**  
295 South Water Street,  
Suite 300  
Kent, OH 44240  
800.828.8312

**Local Office**  
1196 7th St E  
St. Paul, MN 55196  
651-202-3662

December 18, 2023

Ashlee Ricci,  
Public Drainage Inspector  
Rice Creek Watershed District  
4325 Pheasant Ridge Dr. NE, #611, Blaine, MN 55449

RE: Hansen Park 2024 Maintenance Plan

Dear Ashlee,

Thank you for contacting Davey Resource Group, Inc. “DRG” to provide you with this proposal to complete vegetation management services at Hansen Park in New Brighton, MN. This proposal is inclusive of all labor, material, and equipment required to perform the services described below.

## Scope of Work

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

### Iron Enhanced Sand Filter (IESF), Weeding and Tilling

DRG will complete two hand weeding visits per month in April and May to get an early jump on controlling weeds, and then once per month June through October. As we discussed at our October 2023 meeting, we are adding more visits this year because the vegetation grows rapidly on this site and the amount we had scheduled last year was not enough. All weeds will be removed from all four of the IESFs by hand each visit. No chemicals will be used within the IESF basins, unless otherwise approved by RCWD. If both parties agree an herbicide treatment is needed, it may be substituted for any hand weeding visit for no additional charge. Herbicide treatments will be performed by licensed commercial pesticide applicators using low volume backpack sprayers. Deep tilling at Hansen Park will be completed in the spring utilizing a tracked mini-backhoe with a hook attachment to a depth of 16”. Shallow tilling will be completed in the fall with a roto-tiller to a depth of 4-6”. The basins will be hand raked smooth after tilling has been completed. If it is determined by the client that additional hand weeding visits are needed, they can be added to the contract under the “add-on hand weeding visit” and billed at T&M.

### Vegetation Maintenance Visits

DRG will conduct four monthly maintenance visits in 2024 with the timing of the visits to be fluid based on site conditions and plant life cycle stages. DRG will focus efforts on controlling known invasive or undesirable weed

populations including, but not limited to; Canada thistle (*Cirsium arvense*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), crown vetch (*Securigera varia*), birds-foot trefoil (*Lotus corniculatus*) and curly dock (*Rumex crispus*). Maintenance visits will consist of a combination of mechanical and chemical control methods such as spot spraying, spot mowing, and hand weeding. Herbicide treatments will be performed by licensed commercial pesticide applicators using low volume backpack sprayers or a UTV mounted sprayer. If it is determined by the client additional maintenance visits are needed, they can be added to the contract under the “add-on maintenance visit” and billed at T&M. A proposal for a prescribed burn may be issued at the discretion of the client if the city and watershed would like a burn conducted.



Figure 1. Hansen Park, Vegetation Treatment Areas

### Diversity Planting/Seeding

Increasing the diversity and overall resilience of the shoreline by implementing a native seed mix or native plugs is recommended for strategic areas of Hansen Park. Large areas of the buffer were treated in 2022 to tackle monocultures of Canada thistle and reed canary grass, with continued treatment in 2023. These areas will need a re-introduction of native species to compete with the invasive species. Pricing for this would be determined based on how much area would be reseeded and can be added to the contract under the “add-on visit”.

This proposal can be implemented by either issuing a purchase order, or by signing the Authorization to Proceed below and returning to me at our local office. Please feel free to only choose the line items for the work you would like DRG to perform at this time.

If you have any questions or wish to arrange for a meeting to discuss this scope of work and more specifically the treatment methods and areas, please call me at 651.202.3665. Thank you for allowing DRG the opportunity to work with the Rice Creek Watershed District.

Sincerely,

A handwritten signature in black ink that reads "Ben Rietz". The signature is written in a cursive, slightly slanted style.

Ben Rietz  
Ecological Specialist  
Davey Resource Group, Inc.  
[www.daveyresourcegroup.com](http://www.daveyresourcegroup.com)

# AUTHORIZATION TO PROCEED

Any additional consultation or effort would be priced at our labor rate of \$100 per hour.

## Hansen Park 2024 Maintenance Plan

### IESF Maintenance:

Description of Service	Contract Type	Price
<b>Tasks 1:</b> IESF: Hand Weeding Visit (x9)	Firm-Fixed Price ▾	\$1,080.00
<b>Task 2:</b> IESF: Spring Deep Tilling	Firm-Fixed Price ▾	\$1,450.00
<b>Task 3:</b> IESF: Fall Shallow Tilling	Firm-Fixed Price ▾	\$840.00
<b>Task 4:</b> IESF: Add-On Hand Weeding Visit	Time and Materials ▾	\$0.00
<b>Project Total</b>		<b>\$12,010.00</b> <b>+ sales tax</b>

### Native Buffer Maintenance:

Description of Service	Contract Type	Price
<b>Tasks 1:</b> Vegetation Maintenance Visit (x4)	Firm-Fixed Price ▾	\$3,750.00
<b>Task 2:</b> Add-On Maintenance Visit	Time and Materials ▾	\$0.00
<b>Project Total</b>		<b>\$15,000.00</b> <b>+ sales tax</b>

**By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.**

Client Name:

Authorizing Signature: \_\_\_\_\_

Title:

Date:

Phone Number:

Email:

**Davey Resource Group, Inc.**

Name/Title:

Date

# TERMS AND CONDITIONS

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- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

## LIMITED WARRANTY

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

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

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

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

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

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

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

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

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

**2024 BALD EAGLE LAKE IESF MAINTENANCE PLAN**

CONTRACT entered on 14th day of February, 2024 (“Effective Date”) into between the Rice Creek Watershed District, a political subdivision of the State of Minnesota with offices located at 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, MN 55449 (RCWD), and Davey Resource Group, Inc. with offices located at 295 South Water Street, Suite 300, Kent, OH 44240 (“CONTRACTOR”). The RCWD and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will perform the work described in the December 18, 2023 Bald Eagle Lake 2024 Maintenance Plan, attached as Exhibit A and incorporated herein, that is specifically proposed for Bald Eagle Lake IESF (“Work”). At its discretion, the RCWD may in writing suspend or delete the Work or a part thereof. Authorized work by CONTRACTOR will be compensated as a task lump sum contract in accordance with Exhibit A and Paragraphs 5 and 6, below.

2. Independent Contractor

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

3. Subcontract and Assignment

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

4. Duty of Care; Indemnification

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

For a period of two (2) years following the termination or expiration of this Agreement, CONTRACTOR will defend RCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature; and hold each such party harmless, and indemnify it, to the extent due to: (a) CONTRACTOR’s negligent or otherwise wrongful act or willful omission, or breach of a specific contractual duty; or (b) a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Contractor to RCWD; and (c) excludes damages caused by the indemnified party



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

#### 5. Compensation

In accordance with Exhibit A, Contractor may submit monthly invoices to RCWD for the work completed in the prior month. Payment for undisputed work will be due within 30 days of receipt of pay request. CONTRACTOR will maintain records concerning fees or costs incurred in connection with the Work for six years from the date the work is completed and agrees that the RCWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

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

#### 6. Insurance

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

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

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

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

basis, and will state that the RCWD will receive written notice under the same terms as CONTRACTOR before cancellation of any described policy. CONTRACTOR will not commence the Work until it has provided the RCWD with one or more endorsements establishing RCWD coverage as an additional insured as required above.

7. Compliance with Laws

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

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

CONTRACTOR agrees as follows:

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

8. Minnesota Data Practices Act

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

9. Choice of Law, Venue and Jurisdiction

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

10. Whole Contract

The entire contract between the parties consists of the following:

**Contract**  
**Exhibit A: Maintenance Plan**

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

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

**DAVEY RESOURCE GROUP, INC.**

By \_\_\_\_\_

Date:

Name \_\_\_\_\_

Title \_\_\_\_\_

**RICE CREEK WATERSHED DISTRICT**

By \_\_\_\_\_

Date:

Nick Tomczik, Administrator

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

**2024 HANSEN PARK IESF MAINTENANCE PLAN**

CONTRACT entered on 14th day of February, 2024 (“Effective Date”) into between the Rice Creek Watershed District, a political subdivision of the State of Minnesota with offices located at 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, MN 55449 (RCWD), and Davey Resource Group, Inc. with offices located at 295 South Water Street, Suite 300, Kent, OH 44240 (“CONTRACTOR”). The RCWD and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will perform the work described in the December 18, 2023 Hansen Park 2024 Maintenance Plan, attached as Exhibit A and incorporated herein, that is specifically proposed for Hansen Park IESF (“Work”). At its discretion, the RCWD may in writing suspend or delete the Work or a part thereof. Authorized work by CONTRACTOR will be compensated as a task lump sum contract in accordance with Exhibit A and Paragraphs 5 and 6, below.

2. Independent Contractor

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

3. Subcontract and Assignment

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

4. Duty of Care; Indemnification

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

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

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

#### 5. Compensation

In accordance with Exhibit A, Contractor may submit monthly invoices to RCWD for the work completed in the prior month. Payment for undisputed work will be due within 30 days of receipt of pay request. CONTRACTOR will maintain records concerning fees or costs incurred in connection with the Work for six years from the date the work is completed and agrees that the RCWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

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

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

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

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

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

until it has provided the RCWD with one or more endorsements establishing RCWD coverage as an additional insured as required above.

7. Compliance with Laws

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

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

CONTRACTOR agrees as follows:

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

8. Minnesota Data Practices Act

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

9. Choice of Law, Venue and Jurisdiction

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

10. Whole Contract

The entire contract between the parties consists of the following:

**Contract**  
**Exhibit A: Maintenance Plan**

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

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

**DAVEY RESOURCE GROUP, INC.**

By \_\_\_\_\_

Date:

Name \_\_\_\_\_

Title \_\_\_\_\_

**RICE CREEK WATERSHED DISTRICT**

By \_\_\_\_\_

Date:

Nick Tomczik, Administrator



**Corporate Headquarters**  
295 South Water Street,  
Suite 300  
Kent, OH 44240  
800.828.8312

**Local Office**  
1196 7th St E  
St. Paul, MN 55196  
651-202-3662

December 18, 2023

Ashlee Ricci,  
Public Drainage Inspector  
Rice Creek Watershed District  
4325 Pheasant Ridge Dr. NE, #611, Blaine, MN 55449

RE: Bald Eagle Lake 2024 Maintenance Plan

Dear Ashlee,

Thank you for contacting Davey Resource Group, Inc. “DRG” to provide you with this proposal to complete vegetation management services at Bald Eagle Lake in White Bear Lake, MN. This proposal is inclusive of all labor, material, and equipment required to perform the services described below.

## Scope of Work

### Iron Enhanced Sand Filter (IESF), Weeding and Tilling

DRG will complete four monthly hand weeding visits in 2024. All weeds will be removed from both of the IESFs by hand each visit. No chemicals will be used within the IESF basins, unless otherwise approved by RCWD. If both parties agree an herbicide treatment is needed, it may be substituted for any hand weeding visit for no additional charge. Herbicide treatments will be performed by licensed commercial pesticide applicators using low volume backpack sprayers. Shallow tilling will be completed in the spring and fall with a roto-tiller to a depth of 4-6”. The basins will be hand raked smooth after tilling has been completed. If it is determined by the client that additional hand weeding visits are needed, they can be added to the contract under the “add-on hand weeding visit” and billed at T&M.

### Vegetation Maintenance Visits

DRG will conduct four monthly maintenance visits in 2024 with the timing of the visits to be fluid based on site conditions and plant life cycle stages. DRG will focus efforts on controlling known invasive or undesirable weed populations including, but not limited to; Canada thistle (*Cirsium arvense*), reed canary grass (*Phalaris arundinacea*), crown vetch (*Securigera varia*), and birds-foot trefoil (*Lotus corniculatus*). Maintenance visits will consist of a combination of mechanical and chemical control methods such as spot spraying, spot mowing, and hand weeding. Herbicide treatments will be performed by licensed commercial pesticide applicators using low volume backpack sprayers. If it is determined by the client additional maintenance visits are needed, they can be added to the contract under the “add-on maintenance visit” and billed at T&M.





This proposal can be implemented by either issuing a purchase order, or by signing the Authorization to Proceed below and returning to me at our office. Please feel free to only choose the line items for the work you would like DRG to perform at this time.

If you have any questions or wish to arrange for a meeting to discuss this scope of work and more specifically the treatment methods and areas, please call me at 651.202.3665. Thank you for allowing DRG the opportunity to work with the Rice Creek Watershed District.

Sincerely,

Ben Rietz  
Ecological Specialist  
Davey Resource Group, Inc.  
[www.daveyresourcegroup.com](http://www.daveyresourcegroup.com)

# AUTHORIZATION TO PROCEED

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Any additional consultation or effort would be priced at our labor rate of \$100 per hour.

## Bald Eagle Lake 2024 Maintenance Plan

### IESF Maintenance:

Description of Service	Contract Type	Price
<b>Tasks 1:</b> IESF: Hand Weeding Visit (x4)	Firm-Fixed Price ▾	\$785.00
<b>Task 2:</b> IESF: Spring Shallow Tilling	Firm-Fixed Price ▾	\$525.00
<b>Task 3:</b> IESF: Fall Shallow Tilling	Firm-Fixed Price ▾	\$525.00
<b>Tasks 4:</b> IESF: Add-On Hand Weeding Visits	Time and Materials ▾	\$0.00
<b>Project Total</b>		<b>\$4,190.00 + sales tax</b>

### Native Buffer Maintenance:

Description of Service	Contract Type	Price
<b>Tasks 1:</b> Vegetation Maintenance Visit (x4)	Firm-Fixed Price ▾	\$1,785.00
<b>Task 2:</b> Add-On Maintenance Visit	Time and Materials ▾	\$0.00
<b>Project Total</b>		<b>\$7,140.00 + sales tax</b>

**By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.**

Client Name:

Authorizing Signature: \_\_\_\_\_

Title:

Date:

Phone Number:

Email:

**Davey Resource Group, Inc.**

Name/Title:

Date

# TERMS AND CONDITIONS

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- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

## LIMITED WARRANTY

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

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

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

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

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

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

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

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

## **ITEMS REQUIRING BOARD ACTION**

4. RCWD 2024 Information Management – HEI Task Orders  
(Nick Tomczik)

**MEMORANDUM**  
**Rice Creek Watershed District**



**Date:** February 6, 2024  
**To:** RCWD Board of Managers  
**From:** Nick Tomczik, Administrator  
**Subject:** 2024 Information Management – HEI Task Orders

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**Introduction**

The District annually considers HEI task orders to pay for software subscriptions and the general maintenance and upkeep of software data.

**Background**

The District has established software use of DrainageDB for public drainage system records, GIS Data management, and MS4Front for grants, regulatory, and general alignment of District work efforts. These software systems and resultant information are foundational in the District’s work. Two HEI task orders are under consideration; the expenses in each are planned for in annual budgeting work.

**Staff Recommendation**

Staff recommend Board approval of the HEI Task Order 2024 – 003 and 2024 - 004.

**Proposed motion**

Manager \_\_\_\_\_ moves approval of HEI Task Order 2024 – 003 and HEI Task Order 2024 - 004 and authorize the district Administrator to sign, seconded by Manager \_\_\_\_\_.

**Attachments**

- HEI Task Order 2024 – 003
- HEI Task Order 2024 – 004

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## SCOPE OF SERVICES



Task Order No. 2024-003  
Rice Creek Watershed District



### GIS and Ditch Records Maintenance; DrainageDB Annual Subscription

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#### RCWD Administrative Information:

Account No.: 35-05

Account Name: Information Management

Houston Engineering Project No.: R005555-0031 Phase 024

#### Task Order Purpose:

The project purpose is to provide maintenance for RCWD's GIS data and ditch records. This task order also includes the annual subscription to the DrainageDB software and maintenance for drainage records management.

#### Professional Services Rendered:

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

1. HEI will provide technical support and maintenance services for the GIS viewers, ArcGIS Online account, drainage records and GIS data. Technical support could include software upgrades, data updates, bug fixes, enhancements, configuration changes or correspondence regarding the applications and data. HEI will only complete revisions, updates, tasks or services as authorized by the RCWD with the exception of routine GIS layer and drainage record updates. The RCWD will supply an email as authorization to provide technical support or fill a maintenance request. HEI can provide a cost estimate to complete the request, if the RCWD requests one. HEI has assumed approximately 100 hours for the year's requests and routine data updates depending upon HEI staff completing the request and corresponding annual fee schedule. These data updates include, but are not limited to:
  - a. Updating Water Management District (WMD) charges annually and as new charges are certified;
  - b. Adding public drainage system documents to DrainageDB;
  - c. Modifying the public drainage system geodatabase to reflect modifications approved by the RCWD Board as drainage authority;
  - d. Downloading updates to data layers created outside of the District (e.g. parcel data)
  - e. Publishing map service updates to the district's ArcGIS online account.
  - f. Configuration revisions as requested by staff to the GIS viewers.



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## SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2024-003  
Rice Creek Watershed District



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### GIS and Ditch Records Maintenance; DrainageDB Annual Subscription

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2. HEI will provide their DrainageDB software as a software subscription to RCWD for a 12-month period beginning January 1, 2024 and ending December 31, 2024 for \$4,000. This includes hosting, technical support and maintenance as per the software as a service subscription agreement.

#### Procedure for Requesting Maintenance

The procedure for making a GIS maintenance request and completing it will follow these steps.

- 1) RCWD staff will email Brian Fischer ([bfischer@houstoneng.com](mailto:bfischer@houstoneng.com)) and carbon copy Chris Otterness ([cotterness@houstoneng.com](mailto:cotterness@houstoneng.com)) requesting completion of the work. The email may include a request for a cost for the work if desired by the RCWD. The email should include requesting a read receipt to ensure it is received by Brian Fischer.
- 2) Brian will respond within one business day that he received the request and start to coordinate with a HEI programmer to evaluate the request.
- 3) Alternatively, if Brian is out of the office, Chris Otterness will respond within two business days of receiving the request.
- 4) If both Brian and Chris are unavailable due to vacation or illness, the first one to be back in the office will respond indicating that the request was received.
- 5) HEI will determine the technical feasibility of completing the request based on the web hosting environment and current programming of the application. If the request is not feasible or will require more than 4 hours of time to complete, then the RCWD will be notified.
- 6) If the request is feasible and causing an issue with the website being down or a feature not functioning properly, HEI will strive to complete the request within two business days after evaluation.
- 7) If the request is feasible and a feature enhancement or issue that is not affecting the website from running properly, then the HEI will strive to address the request within 6 business days.

#### Deliverables:

The deliverables for the Task Order consist of an application maintenance and support requests completed as requested. The other deliverable consists of hosting the web applications in accordance the "Warranties and Maintenance" portion of this Task Order.

#### Warranties and Maintenance:

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## SCOPE OF SERVICES



Houston Engineering Inc.

Task Order No. 2024-003  
Rice Creek Watershed District



### GIS and Ditch Records Maintenance; DrainageDB Annual Subscription

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HEI makes no warranties of merchantability or fitness for a particular purpose or any other warranties or guaranties whatsoever, expressed or implied, with respect to any service performed or any materials provided under this Task Order. In addition, and without limitation, HEI does not guarantee the website application and source code is free from programming bugs or irregularities or that the service performed or materials provided are free of claims of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like.

While HEI will make every reasonable effort to protect and backup data for the RCWD on a regular basis, Engineer is not responsible for Client's files residing on HEI's server. The RCWD is solely responsible for independent backup of data stored on HEI's server and network. If HEI needs and is able to restore client's files due to a file lost HEI is not responsible for, HEI may charge an additional fee for this service.

Use of illegal or copyright material on any web page or other distribution mechanism used in conjunction with these applications by the RCWD, can result in termination of this Task Order. Illegal material is defined as any material not permitted under United States local, state or federal laws. If "illegal material" was submitted by a client of the RCWD without RCWD's knowledge, this Task Order can remain in effect if the RCWD removes the "illegal material."

Any use of Houston Engineering's systems that disrupts the normal use of the system for other Houston Engineering Inc. customers is considered to be abuse of Houston Engineering Inc. services and is grounds for termination of this Task Order. Some examples of abuse include spawning dozens of processes, consuming large amounts of memory or CPU cycles for long periods of time, attempting to access other account areas of other HEI Clients, or conducting provocative activities such as mass emailing, which may result in retaliatory actions against Houston Engineering Inc. systems.

#### **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 **\$16,000**. HEI will notify the RCWD, should this amount be exceeded, for authorization to proceed. Services will be performed as requested from January 1,

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## SCOPE OF SERVICES



Houston Engineering Inc.

Task Order No. 2024-003  
Rice Creek Watershed District



### GIS and Ditch Records Maintenance; DrainageDB Annual Subscription

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2024 thru December 31, 2024. These services will be billed on a time and materials basis per the standard rates described by the latest contract amendment. RCWD will only be charged for actual time worked up to the not-to-exceed amount.

HEI will provide a DrainageDB software subscription as identified above for a fixed fee of **\$4,000** for the period of January 1, 2024 thru December 31, 2024.

#### **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. RCWD will provide clear explanation and markups of the service requests.
2. RCWD will provide access to their ArcGIS Online organizational account to HEI.
3. HEI staff will strive to respond within two business days, but there may be times when both Brian and Chris are out of the office for more than two business days.
4. HEI will add content to the maximum extent possible as part of the normal workflow process as District Engineer as part of project-specific costs.

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**SCOPE OF SERVICES**



**Task Order No. 2024-003  
Rice Creek Watershed District**



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**GIS and Ditch Records Maintenance; DrainageDB Annual Subscription**

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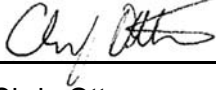
**SIGNATURES:**

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 **January 1, 2024** 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: January 30, 2024

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## SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2024-004  
Rice Creek Watershed District



### MS4Front Annual Subscription and Implementation Services

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#### RCWD Administrative Information:

Account No.: 35-05

Account Name: Information Management

Houston Engineering Project No.: R005555-0324 Phase 024

#### Task Order Purpose:

The task order purpose is to provide an annual subscription to Houston Engineering's MS4Front software platform. The task order includes a block of hours for the year to be used for as requested existing module configuration revisions, new module setup, new report creation or other technical services in relationship to the MS4Front as requested.

#### Professional Services Rendered:

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

1. HEI will provide technical support for MS4Front configuration and report creation. Technical support could include configuration changes, correspondence, data imports, data exports, report creation, map layer configuration or other technical tasks. HEI will only complete tasks or services as authorized by the RCWD. The RCWD will supply an email as authorization to provide technical support requests. HEI can provide a cost estimate to complete the request, if the RCWD requests one. HEI has assumed 100 hours for the year's requests and routine data updates. Any larger enhancement requests would be done under a separate task order.
2. HEI will provide their MS4Front software as a software subscription to RCWD for a 12-month period beginning January 1, 2024 and ending December 31, 2024 for \$6,000. This includes hosting, technical support and bug fixes as per the software as a service subscription agreement.

#### Procedure for Requesting Maintenance

The procedure for making permit database web application maintenance request and completing it will follow these steps.

- 1) RCWD staff will email Brian Fischer ([bfischer@houstoneng.com](mailto:bfischer@houstoneng.com)) and carbon copy Chris Otterness ([cotterness@houstoneng.com](mailto:cotterness@houstoneng.com)) and Joe Jeurissen ([jjeurissen@houstoneng.com](mailto:jjeurissen@houstoneng.com)) requesting completion of the work. The email shall

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## SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2024-004  
Rice Creek Watershed District



### MS4Front Annual Subscription and Implementation Services

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include a request for a quote for the work if desired by the RCWD. The email should include requesting a read receipt to ensure it is received by Brian Fischer.

- 2) Brian will respond within one business day that he received the request and start to coordinate with a HEI staff to evaluate the request.
- 3) Alternatively, if Brian is out of the office, Chris Otterness will respond within two business days of receiving the request.
- 4) If both Brian and Chris are unavailable due to vacation or illness, the first one to be back in the office will respond indicating that the request was received.
- 5) HEI will determine the technical feasibility of completing the request based on the web hosting environment and current programming of the application. If the request is not feasible or will require more than 4 hours of time to complete, then the RCWD will be notified.
- 6) If the request is feasible and causing an issue with the website being down or a feature not functioning properly, HEI will strive to complete the request within two business days after evaluation.
- 7) If the request is feasible and a feature enhancement or issue that is not affecting the website from running properly, then the HEI will strive to address the request within 6 business days.

#### **Deliverables:**

The deliverables for the Task Order consist of an application maintenance and support requests completed as requested.

#### **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 **\$16,000**. HEI will notify the RCWD, should this amount be exceeded, for authorization to proceed. Services will be performed as requested from January 1, 2024 thru December 31, 2024. These services will be billed on a time and materials basis per the standard rates described by the latest contract amendment. RCWD will only be charged for actual time worked up to the not-to-exceed amount.

HEI will provide a MS4Front software subscription as identified above for a fixed fee of **\$6,000** for the period of January 1, 2024 thru December 31, 2024.

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## SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2024-004  
Rice Creek Watershed District



### MS4Front Annual Subscription and Implementation Services

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#### 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. RCWD will provide clear explanation and markups of the service requests.
2. RCWD will maintain a subscription to ESRI’s ArcGIS online and provide access to HEI developers. RCWD will be responsible for an ArcGIS online user subscription for each field staff that needs access to mobile apps. RCWD will be responsible for all field equipment such as smart phones and tablet devices.
3. HEI staff will strive to respond within two business days, but there may be times when both Brian and Chris are out of the office for more than two business days.
4. HEI will add content to the maximum extent possible as part of the normal workflow process as District Engineer as part of project-specific costs.

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**SCOPE OF SERVICES**



**Task Order No. 2024-004  
Rice Creek Watershed District**



**MS4Front Annual Subscription and Implementation Services**

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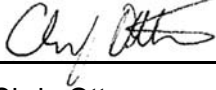
**SIGNATURES:**

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 **January 1, 2024** 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: January 30, 2024



## **ITEMS REQUIRING BOARD ACTION**

5. Jacon, LLC Partial Pay Request #3 Anoka-Washington  
Judicial Ditch 3 Phase 2 Repair Project (Ashlee Ricci)

**MEMORANDUM**  
**Rice Creek Watershed District**



**Date:** February 8, 2024  
**To:** RCWD Board of Managers  
**From:** Ashlee Ricci, Drainage & Facilities Manager  
**Subject:** JACON LLC Partial Pay Request #3 – AWJD 3 Branches 1, 2 & 4 Repair

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**Introduction**

The Board is being asked to consider approval of the third partial pay request from JACON LLC for the Anoka-Washington Judicial Ditch (JD) 3 Branches 1, 2, & 4 Repair.

**Background**

JACON LLC has completed portions of tree removals, excavation of open channel, spoil management, field and culvert crossings and the results have been certified by the District Engineer. In the next month, additional spoil management and general finishing touches are expected to be completed.

Partial payment #3 totals \$113,545.90. The Watershed Management Plan identifies trunk conveyance systems and describes that costs for repairs on trunk conveyance systems are to be paid for by ad valorem taxes. Per Board resolution 2022-21, the District is utilizing alternative authority under statutes section 103D.621 to use ad valorem tax revenues to pay for these drainage system repairs.

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

**Staff Recommendation**

District staff recommends that \$113,545.90 be issued to JACON LLC as detailed in Partial Payment #3.

**Proposed Motion**

Manager \_\_\_\_\_ moves to approve JACON LLC’s partial pay request #3 as submitted and certified by the District Engineer and directs staff to issue a payment in the amount of \$113,545.90, seconded by Manager \_\_\_\_\_.

**Attachments**

HEI Technical Memorandum, dated February 5, 2024

# Technical Memorandum

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**To:** Nick Tomczik, RCWD  
Ashlee Ricci, RCWD

**From:** Adam Nies, PE

**Subject:** JD 3 Branches 1, 2, and 4 Repair Project Partial Payment #3

**Date:** February 5, 2024

**Project:** 5555-0332

The purpose of this memorandum is to recommend Partial Payment #3 to JACON LLC for the JD 3 Branches 1, 2, and 4 Repair Project.

## Project Update

The contractor has completed portions of several project tasks including culvert and field crossing installation, excavation of open channel, spoil management, and tree clearing. In the coming month, more spoil management and finishing touches on project tasks are expected to be completed.

## Payment Application Review

We have reviewed the materials submitted by JACON LLC. We have verified the items for which payment have been requested have been completed.

The following is a summary of payment:

Work Completed to Date:	\$ 207,193.20
Less 5% retainage:	\$ 10,359.66
Less previous payments:	\$ 83,287.64
Pay Request for this estimate:	\$ 113,545.90

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

## Recommendation

We recommend authorization of Partial Payment #3 in the amount of \$113,545.90 to JACON LLC for work completed under this pay request.

## PARTIAL PAYMENT CERTIFICATION

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

**PROJECT:** JD 3 Branches 1, 2, and 4 Repair

**CONTRACTOR:** JACON, LLC

**PARTIAL PAYMENT:** #03  
**PERIOD OF ESTIMATE:** 1/1/24 – 1/31/24

### CONTRACT CHANGE ORDER SUMMARY

No.	Deduction	Additions
1		\$0.00
2		\$29,350.00
3		\$10,075.00
<b>Totals</b>		<b>\$39,425.00</b>
<b>Net Change to Contract</b>		<b>\$39,425.00</b>

### CONTRACT TIME:

**Original Days:**  
**Revisions:** none  
**Days Remaining:**  
**On Schedule (y/n):** Yes  
**Starting Date:** October 2, 2023  
**Projected Completion:** 3/1/24 (substantial)  
 July 1, 2024 (Final)

### ESTIMATE

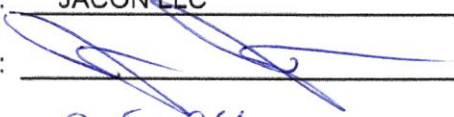
Original Contract Amount.....	\$ 244,542.95
Change Orders.....	\$ 39,425.00
Revised Contract Amount.....	\$ 283,967.95
Completed to Date Amount.....	\$ 207,193.20
Materials On-Site.....	\$ N/A
Subtotal.....	\$ 207,193.20
Retainage.....	\$ 10,359.66
Previous Payments.....	\$ 83,287.64
Amount Due This Payment.....	\$ 113,545.90

(see attached breakdown)

**CONTRACTOR'S CERTIFICATION**

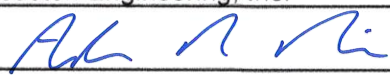
The undersigned Contractor certifies that to the best of their knowledge, information and belief, the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were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

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

Contractor: JACON-LLC  
By:   
Date: 2-5-24

**ENGINEER'S CERTIFICATION**

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

Engineer: Houston Engineering, Inc.  
By:   
Date: 2/5/2024

**OWNER'S APPROVAL**

Owner: Rice Creek Watershed District  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

JD 3 Branches 1, 2, and 4 Repair Project

Partial Payment #3

2/2/2024

Item Code	Item Description	Units	Unit Price	Contract		Completed to Date	
				Quantity	Extension	Quantity	Extension
	1 Mobilization	LS	\$30,120.00	1	\$30,120.00	0.75	\$22,590.00
	2 Removal and Dispose of Inplace Culvert	Ln Ft	\$14.60	127	\$1,854.20	127	\$1,854.20
	3 Excavation of Open Channel	Ln Ft	\$4.00	13427	\$53,708.00	9604	\$38,416.00
	4 Spoil Management	Ln Ft	\$2.25	13427	\$30,210.75	7888	\$17,748.00
	5 Tree Clearing, Chipping and Removal	Acre	\$10,000.00	5	\$50,000.00	5	\$50,000.00
	6 36" CP Pipe Culvert	Ln Ft	\$180.00	122	\$21,960.00	125	\$22,500.00
	7 42" CP Pipe Culvert	Ln Ft	\$195.00	32	\$6,240.00	37	\$7,215.00
	8 Field Crossing	Ea	\$3,975.00	4	\$15,900.00	4	\$15,900.00
	9 Seeding and Mulch	Acre	\$3,500.00	9.1	\$31,850.00	0	\$0.00
	10 Silt Fence, Type PA	Ln Ft	\$4.00	100	\$400.00	0	\$0.00
	11 Erosion Control Blanket Cat. 3	Sq Yd	\$12.00	100	\$1,200.00	60	\$720.00
	12 Sediment Control Log	Ln Ft	\$2.00	100	\$200.00	0	\$0.00
	13 SWPPP Documentation and Management	LS	\$900.00	1	\$900.00	1	\$900.00
CO 2a	Extra Clearing	Acre	\$10,000.00	1.25	\$12,500.00	1.25	\$12,500.00
CO 2b	18" and 24" Field Crossing and Sand	LS	\$1,700.00	1	\$1,700.00	1	\$1,700.00
CO 2a	Extra Clearing (past 25% of contract)	Acre	\$15,000.00	1.01	\$15,150.00	1.01	\$15,150.00
CO 3	Side Inlets	LS	\$10,075.00	1	\$10,075.00	0	\$0.00
	<b>TOTAL</b>				<b>\$283,967.95</b>		<b>\$207,193.20</b>

Retainage 5%
Previous Payments
Previous Payments
<b>TOTAL DUE</b>

\$10,359.66
\$68,194.04
\$15,093.60
<b>\$113,545.90</b>

## **ITEMS REQUIRING BOARD ACTION**

6. Check Register Dated February 14, 2024, in the Amount of \$161,843.61 Prepared by Redpath and Company

**Rice Creek Watershed District**  
**Check Register**  
**January 26, 2024 - February 14, 2024**  
**To Be Approved at the February 14, 2024 Board Meeting**

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>	
24963V	01/25/23	Premier Title Insurance Agency, Inc.	SA Payoff Refund (check lost)	(\$372.14)	
25240V	08/23/23	Metro Sales Inc.	Equipment - Lease (check lost)	(1,290.00)	
25248V	08/23/23	Erin Seel	Mini-Grant (check lost)	(442.31)	
25507	02/14/24	Anoka County Property Records	Professional Services	132.04	2023
25508	02/14/24	Barr Engineering	December Engineering Expense	260.00	2023
25509	02/14/24	Carp Solutions, LLC	Professional Services	1,934.53	
25510	02/14/24	City of White Bear Lake	Computer Software	712.54	
25511	02/14/24	City of Roseville	Construction/RCD4 WMD reimb #10	759.46	2023
25512	02/14/24	Comcast	Telecommunications	551.25	
25513	02/14/24	Dunaway Construction	Contracted Services	11,825.00	
25514	02/14/24	ECM Publishers, Inc.	Legal Notices	84.70	
25515	02/14/24	Gibbs Farm	Mini-Grant	500.00	2023
25516	02/14/24	Growing Green Hearts, LLC	Contracted Services	835.00	
25517	02/14/24	Indigital, Inc.	Professional Services	1,070.52	
25518	02/14/24	Iron Mountain	Professional Services	180.00	
25519	02/14/24	Metro Blooms Design & Build, LLC	Contracted Services	7,200.00	
25520	02/14/24	MN Board of Water & Soil Resources	Grant income returned	11,446.50	2023
25521	02/14/24	Olson's Sewer Service, Inc.	Contracted Services	7,427.69	
25522	02/14/24	Plaudit Design	Professional Services	120.00	2023
25523	02/14/24	Premium Waters, Inc.	Meeting Supplies	66.98	
25524	02/14/24	Premier Title Insurance Agency, Inc.	SA Payoff Refund	372.14	2023 Reissue
25525	02/14/24	Print Central	Printing	727.77	
25526	02/14/24	Rymark	Professional Services	2,615.97	
25527	02/14/24	Scandia Trucking & Exc.	Contracted Services	9,420.00	
25528	02/14/24	Erin Seel	Mini-Grant	442.31	2023 Reissue
25529	02/14/24	Timesaver Off Site Secretarial, Inc.	Professional Services	456.00	
25530	02/14/24	US Geological Survey	Contracted Services	3,534.25	
25531	02/14/24	VLAWMO	Training and Education	750.00	2023
25532	02/14/24	Washington Conservation District	Contracted Services	4,351.40	2023
25533	02/14/24	WSB	Engineering	8,034.00	2023
11381	02/14/24	Boldt Capital	Surety Release - 20-096	19,700.00	
11382	02/14/24	Integrity Land Development Inc.	Surety Release - 20-034 Partial	10,600.00	
11383	02/14/24	Lennar Family of Builders	Surety Release - 18-046	5,000.00	
Payroll	02/15/24	February 15th Payroll (estimate)	February 15th Payroll (estimate)	30,102.53	
EFT	02/14/24	Wex Bank	Vehicle Fuel	243.68	
EFT	02/14/24	Xcel Energy	Telecommunications	12.13	
EFT	02/14/24	Xcel Energy	Telecommunications	13.14	
EFT	02/08/24	U.S. Bank Equipment Finance	Equipment Lease	648.75	
EFT	02/08/24	Zayo Group, LLC.	Telecommunications	1,312.72	
EFT	02/15/24	Internal Revenue Service	02/15 Federal Withholding (estimate)	10,384.21	
EFT	02/15/24	Minnesota Revenue	02/15 State Withholding (estimate)	1,832.00	
EFT	02/15/24	Empower Retirement	02/15 Deferred Compensation	1,055.00	
EFT	02/15/24	Empower Retirement	02/15 Roth IRA	265.00	
EFT	02/15/24	Further	02/15 HSA	565.92	
EFT	02/15/24	PERA	02/15 PERA (estimate)	6,402.93	
<b>Total</b>				<b><u><u>\$161,843.61</u></u></b>	



## **ITEMS FOR DISCUSSION AND INFORMATION**

1. District Engineers Update and Timeline



## District Engineer - Monthly Project Report January 2024 Rice Creek Watershed District



Date Prepared:  
Prepared by:

6-Feb-24  
C. Grandbois

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
RCD 2, 3, & 5 Basic Water Management Project	Joe Lewis	\$167,500	\$133,632	\$33,869	N	80.0%	79.8%	Y	N/A	2-May-23	An early coordination meeting with regulatory entities has been completed. We are continuing to complete the preliminary design report and assist District staff with legislator engagement efforts
RCD 1 Records Reestablishment	Adam Nies	\$27,500	\$21,515	\$5,985	N	80.0%	78.2%	Y	N/A	31-Dec-23	A draft report has been completed for review by District staff
RCWD Boundary Petition Assistance	Chris Otterness	\$16,500	\$15,579	\$921	N	85.0%	94.4%	Y	N/A	1-Mar-24	RCWD staff is continuing to coordinate with City & WMO staff on concurrence on boundary change.
ACD 53-62 Branches 5 & 6 Repair Report	Adam Nies	\$82,200	\$18,323	\$63,877	N	15.0%	22.3%	Y	N/A	30-Apr-23	HEI is continuing to evaluate the effects of repair alternatives
JD 3 Clearwater Creek Stabilization	Adam Nies	\$74,900	\$20,982	\$53,918	N	18.0%	28.0%	Y	N/A	31-May-24	We are beginning to evaluate
2023 PDS Level 2 & 3 surveys	Adam Nies	\$19,800	\$30,839	(\$11,039)	Y	100.0%	155.8%	N	N	31-Dec-23	Survey of JD 2 and ACD 10-22-32 Is ongoing. Drone flights of selected systems has been completed
2024 Stormwater Management Grant Program Application Review	Kate MacDonald	\$7,500	\$5,077	\$2,424	N	95.0%	67.7%	Y	N/A	31-Jan-24	RCWD received 5 grant applications. HEI has reviewed the applications and prepared a synopsis and scoring of each to the District.
Anoka Washington Judicial Ditch 3 Branches 1, 2, & 4 Construction Management	Adam Nies	\$80,500	\$95,256	(\$14,756)	N	90.0%	118.3%	N	Pending	1-Jun-24	Tree clearing is nearly complete. Most excavation is completed with exception of portions of Branch 4
RCD 4 Final Plans/Specs, Bidding and Construction Management	Adam Nies	\$68,000	\$9,136	\$58,864	N	15.0%	13.4%	Y	N/A	31-Dec-24	HEI is has prepared final plans for District staff review. Project specifications are nearly completed.
Comprehensive Wetland Protection and Management Plans Annual Reporting - 2023	Chris Otterness	\$17,000	\$12,350	\$4,650	N	90.0%	72.6%	Y	N/A	9-Feb-24	We have completed a draft CWPMP Annual report for RCWD staff review
GIS and Ditch Records Maintenance; DrainageDB Annual Subscription	Brian Fischer	\$16,000	\$3,662	\$12,338	N	8.3%	22.9%	Y	N/A	31-Dec-24	We have completed annual updates of WMD charges.
MS4Front Annual Subscription and Implementation Services	Brian Fischer	\$16,000	\$164	\$15,837	N	8.3%	1.0%	Y	N/A	31-Dec-24	We continued to make updates on an as-requested basis.
ACD 10-22-32 Documentnation Review	Chris Otterness	\$5,000	\$3,780	\$1,220	N	90.0%	75.6%	Y	N/A	1-Apr-24	Presentations have been prepared for February and March Workshops

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

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



### District Engineer Monthly Progress Report (Actual & Estimated Progress) Through January 2024

