



FEBRUARY						
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MARCH						
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31						

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.~~ 2. [Common Carp Program – Annual Contracts \(Matt Kocian\)](#)
- ~~2-3.~~ 2-3. 2023 Financial Report Metro Shooting/Trost Settlements (Nick Tomczik)
- ~~3-4.~~ 3-4. RCWD Facilities Vegetation Maintenance Contracts (Ashlee Ricci)
- ~~5.~~ 5. [Permit and Administrative Fee Schedule Amendment \(Patrick Hughes\)](#)
- ~~6.~~ 6. [Centerville Inspection Joint Power Agreement \(Terrence Chastan-Davis\)](#)
- ~~4-7.~~ 4-7. RCWD 2024 Information Management – HEI Task Orders (Nick Tomczik)
- ~~5-8.~~ 5-8. Jacon, LLC Partial Pay Request #3 Anoka-Washington Judicial Ditch 3 Phase 2 Repair Project (Ashlee Ricci)
- ~~6-9.~~ 6-9. 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

#2 Common Carp Program-Annual Contract (Matt Kocian)

MEMORANDUM

Rice Creek Watershed District



Date: February 9, 2024
To: RCWD Board of Managers
From: Matt Kocian, Lake and Stream Manager
Subject: 2023 agreement for carp management services

Introduction

Seeking Board approval for a professional services agreement for carp management services in 2024

Background

The District is continuing its carp management program in the Long Lake / Lino Chain of Lakes system in 2024 in accordance with the Board-approved Carp Management Plan (Dec 2018, rev. 2022). The plan calls for the removal of at least 50% of the adult carp population annually. This goal was met in 2023, and in all recent years. Our 2024 goal remains the same, and the attached proposal from **Carp Solutions** provides labor and specialized services to meet that goal.

Carp Solutions contract highlights for Long and Lino Chain of Lakes:

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

Carp Solutions will also be providing carp monitoring and removal services at two other systems. On Centerville Lake, they will do seasonal tracking, a population estimate, and remove adult carp. On Howard Lake, a population survey will be conducted if water levels are suitable.

Proposed costs fit within the approved 2024 budget – no new or unbudgeted costs are proposed. Management costs for the Long Lake / Lino Chain of Lakes system (\$64,920 of the total) have trended downward in recent years, as the carp population declines.

Staff Recommendation

The proposed work is consistent with the approved RCWD Carp Management Plan, and necessary to achieve Plan goals. District staff recommend approving a professional services agreement with Carp Solutions \$98,900.

MEMORANDUM
Rice Creek Watershed District



Proposed Motion

Manager _____ moves to authorize the Administrator to enter into a professional services agreement with Carp Solutions, LLC for an amount not-to-exceed \$98,900.00. The Administrator is further authorized to approve contract amendments for additional work, not to exceed 20% of the contract cost (\$19,780).

Attachments

Carp Solutions, LLC Proposal:
2024 Proposal for Carp Management Services in the Rice Creek Watershed District, February 12, 2024



2024 Proposal for Carp Management in Rice Creek Watershed District

February 12, 2024

Prepared For: Rice Creek Watershed District

Attn.: Matt Kocian

Prepared by: Carp Solutions LLC

www.carp-solutionsmn.com

Objective 1: Spring removal of carp in Rice Creek

Over the last several years, carp removals at the EGS site in Rice Creek have proven to be highly successful and more efficient than box netting in Long Lake itself. This efficiency has been partly due to the fact that the methods have been continually refined. With the replacement and modification of the fence, removals should be even more efficient in the spring of 2024.

In order to monitor carp movement and system success, we plan to re-install one PIT system downstream of the EGS that can be remotely monitored. We will also re-tune and if necessary replace the Old Highway 8 PIT antenna upstream of the EGS. Because the aggregation electrodes were removed for the winter, Carp Solutions will check, repair, and put them back into the trap to ensure smooth operation for the spring. Similarly, we plan to check the EGS itself to ensure its full functioning for the 2024 season. The two conveyors will be reinstalled in a similar configuration as 2023. The shoreline fence will need to be put in around the conveyors. To complete the preparation for the season, the remote operating gate will need to be placed and set up. After the preparation, Carp Solutions will remotely monitor the site for fish aggregations, and will be responsible for removals and disposal (including supplying a dump trailer). RCWD will be responsible for maintaining the security fence, site security, and rental of equipment to move carp from the conveyors to the trailer. All carp will be scanned for PIT tags, and 10 carp will be measured for length on each removal day until 100 carp have been measured for the season.

Cost Objective 1: \$38,360

Objective 2: Removing carp at the Johanna Creek barrier

After data from 2022 showed a significant migration of carp up Johanna Creek, a barrier was installed by RCWD near the New Brighton Community Center. In the spring of 2023, Carp Solutions placed a PIT antenna and camera at this barrier to facilitate smaller scale removals there. The carp only aggregated in large numbers there once when Carp Solutions was able to remove 220 carp. This will be continued in 2024 with the installation of a remote access camera and PIT antenna on the downstream side of this barrier. Carp Solutions will remotely monitor the site for fish aggregations, and will be responsible for removals and disposal. All carp will be scanned for PIT tags, and up to 100 carp will be measured for length for the season.

Cost objective 2: \$17,680

Objective 3: Survey of Rice Lake for the presence of young of year carp

Keeping track of carp reproduction is of paramount importance for long-term carp management in the Rice Creek watershed. A simple way to track this is to do fish surveys in known nursery lakes to search for young of the year (YOY) carp. In 2024, we will conduct one small-mesh trap net survey in Rice Lake. This survey will be conducted in late summer or early fall as in previous years. If YOY carp are present, we will implant up to 100 with PIT tags to track their survival and migration to Long Lake.

Cost objective 3: \$3,520

Objective 4: Population estimate for carp in Long Lake and implantation of PIT tags for future surveys

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

Cost objective 4: \$5,360

Objective 5: Tracking carp movement between Centerville and Peltier lakes

Carp Solutions will use a temporary screen in the culvert to block carp movement between the lakes. When carp aggregate on the Centerville side of the culvert, boat or backpack electrofishing will be used to capture them and implant them with PIT tags. These carp will be released in place, PIT antennas will be placed on either side of the culvert, and the screen will be removed to monitor the movement of these between the lakes. Since Carp Solutions mistakenly reported that they had implanted PIT tags into the carp in Centerville in 2022, they will provide one of the PIT antennas at no cost. Both PIT antennas will run for three months, likely April-June or May-July.

Cost objective 5: \$7,400

Objective 6: Centerville boat electrofishing and box netting

In order to obtain a precise population estimate and test removal methods in Centerville Lake, Carp Solutions will conduct three boat electrofishing surveys and conduct two rounds of box netting. The boat electrofishing surveys will be conducted in the early summer with the primary objective of marking and PIT tagging a random sample of carp in Centerville Lake. This carp can then be used for a mark-recapture population estimate with box netting. Later in the summer or early fall, two rounds of box netting with three box nets will be conducted in the lake to test the effectiveness of box netting as a removal option. Carp Solutions will install, bait, and trip the nets along with removing and disposing of the carp captured in them. All carp captured will be scanned for PIT tags and up to 50 carp will be measured for length from each round of removal.

Cost objective 6: \$23,580

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

Report

At the conclusion of this effort, we will provide a written report with management recommendations. The report will be submitted by January 31, 2025.

Cost: \$1,500

Cost

This work will be conducted at a not-to-exceed budget of **\$98,900**. Detailed budget is presented below.

Add Alternate: Boat electrofishing in Howard Lake

If conditions allow, three days of electrofishing will be conducted in order to estimate the carp population in Howard Lake. Since this has not been possible for the last three years, this is contingent on conditions and hence will require written permission from RCWD. All captured carp will be measured and marked with a fin clip to indicate recapture during subsequent electrofishing surveys. As part of the end of season report, carp population and biomass density estimates based on catch-per-unit effort (CPUE) will be provided.

Cost: \$5,280

Budget

		Hours	People	Rate per person	Hourly rate	\$	Totals
1. Spring Removal in Rice Creek							
Task 1	Site prep (install gate, adjust electrodes, deploy trap electrodes, connect, check)	16	3	110	330	\$5,280	
	Materials						
Task 2	Build, install, help tune the new HWY 8 PIT antenna	8	2	110	220	\$1,760	

Task 3	Installation/maintenance of PIT antennas below EGS	8	2	110	220	\$1,760	
	Monitoring migration with PIT (\$1000/month; 3 months)					\$3,000	
Task 4	Install Conveyors	12	3	110	330	\$3,960	
	Conveyor rental from U of M					\$2,000	
Task 5	Removing carp x 20 days (4h per day)	80	2	110	220	\$17,600	
Disposal and trailer included	Carp disposal (\$300/day)	10			300	\$3,000	
Spring Subtotal							\$38,360
2. Monitoring migration and							

testing removals in Johanna Creek							
Task 1	Install PIT antenna	4	2	110	220	\$880	
Task 2	Monitor carp migration with remote monitoring (\$1,000/month; 3 months)					\$3,000	
Task 3	Carp removal (4 d)	30	4	110	440	\$13,200	
	Carp disposal (\$300/day)	2			300	\$600	
							\$17,680
3. Trap netting survey in Rice Lake							
	Two days of trap netting	16	2	110	220	\$3,520	
							\$3,520
5. Electrofishing survey on Long Lake							

	3 days of boat electrofishing/ marking	24	2	110	220	\$5,280	
	PIT tags (40 @ \$2 each)					\$80	
							\$5,360
<i>Sampling/ tagging Subtotal</i>							
6. Tracking movement between Centerville and Peltier							
Task 1	Build and Install PIT antenna system	4	2	110	220	\$880	
Task 2	Build and install physical screen	8	2	110	220	\$1,760	
Task 3	PIT tag migrating carp with backpack shocker	8	2	110	\$220	\$1,760	

Task 4	Monitor carp migration (Centerville side) with remote monitoring (\$1,000/month; 3 months)						\$0
Task 5	Monitor carp migration (Peltier side) with remote monitoring (\$1,000/month; 3 months)						\$3,000
							\$7,400
7. Boat Electrofishing and Box-Net Removals in Centerville							
	3 days of boat electrofishing/ marking	24	2	110	220		\$5,280
	PIT tags (50@ \$2 each)						\$100
	Round 1						
	Install 3 nets	8	4	110	440		\$3,520
	Bait for 4 days (2 people, 4 days, 2h per day)	8	2	110	220		\$1,760

	set nets	6	2	110	220	\$1,320	
	Trip nets	2	2	110	220	\$440	
	Remove fish from nets	8	4	110	440	\$3,520	
	Carp disposal					\$300	
	Round 2					\$7,340	
							\$23,580
	Report and analysis						\$1,500
	Coordination, PIT data daily analyses, cloud data fees						\$1,500
	TOTAL						\$98,900
	Tasks contingent on further written approval						

5. Electrofishing survey on Howard Lake							
	3 days of boat electrofishing/ marking	24	2	110	220	\$5,280	
							\$5,280

#5 Permit and Administrative Fee Schedule Amendment (Patrick Hughes)

MEMORANDUM
Rice Creek Watershed District



Date: February 13, 2024
To: RCWD Board of Managers
From: Patrick Hughes, Regulatory Manager
Subject: Fee Schedule Amendment

Introduction

Staff are requesting that the Board of Managers approve an amendment to the current permit fee schedule to include a staff hourly rate. The hourly rate will be used for administrative purposes, such as the Centerville Inspection Joint Powers Agreement.

Background

At the February 12, 2024 workshop, staff reviewed the Joint Powers Agreement (JPA) between the City of Centerville and RCWD for assistance in meeting mutual Municipal Separate Storm Sewer System (MS4) Minimum Control Measures (MCM) 4 requirements. This agreement has been in place since August 2021 and the City of Centerville compensates RCWD for services provided. The amended JPA would be perpetual, renewing automatically every two years. Rather than include a specific hourly rate in the JPA, the agreement now references the District’s administration fee schedule.

After discussion with Smith Partners the simplest and most effective solution is to update the permit application fee schedule to include an hourly rate for staff. The permit application fee schedule was last adopted by the Board of Managers via Resolution 2021-25. Staff have revised the document to be called the “RCWD Permit & Administrative Fee Schedule”. The fee schedule now includes an administration rate of \$60/hour to be used for District staff time for fees/agreements/policies that incorporate an hourly rate.

Staff Recommendation

Staff recommend that the Board of Managers approve the amended fee schedule and adopt Resolution 2024-01.

Proposed Motion

Manager _____ moves to offer Resolution 2024-01 and its adoption, seconded by Manager _____.

Attachments

- Resolution 2024-01

RESOLUTION NO. 2024-01

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

ADOPTING REVISED PERMIT AND ADMINISTRATIVE FEE SCHEDULE

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

WHEREAS the Rice Creek Watershed District (“District”), a governmental subdivision with powers set forth in Minnesota Statutes Chapters 103B and 103D, is authorized to act to achieve the purposes set forth in those chapters for the protection, conservation and beneficial use of the water resources of the watershed;

WHEREAS Minnesota Statutes §103D.341 states that the District Board of Managers (“Board”) must adopt rules to accomplish the purposes of Chapter 103D and implement the powers of the managers;

WHEREAS Minnesota Statutes §103D.345, subdivisions 1 and 2, provides for a \$10 non-refundable permit fee, and further provides that a watershed district may charge permit inspection fees to cover actual costs to review projects conducted within its jurisdiction, including actual costs related to investigation of the area affected by a proposed activity, analysis of the proposed activity, services of a consultant, and any required subsequent monitoring of the proposed activity;

WHEREAS the Board concurs in the intent of §103D.345 that those wishing to undertake activities requiring permits, and not the taxpayers of the watershed district, should bear the principal cost of District review for the purpose of protecting water resources from the impacts of those activities;

WHEREAS District Rule B, section 8, provides that the Board will establish and from time to time revise the permit fee schedule; and

WHEREAS the Board has identified a need to amend the fee schedule to include an hourly rate for District staff time as it pertains to administrative matters, and has determined a rate of \$60 per hour to reflect actual District cost;

THEREFORE BE IT RESOLVED that the Board hereby revises the District’s existing permit fee schedule by approving the attached "RCWD Permit & Administrative Fee Schedule," which supersedes and replaces the preexisting fee schedule; and

BE IT FURTHER RESOLVED that the change is effective as of February 14, 2024.

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

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

Upon vote, the Chair declared the Resolution _____.

Dated: February 14, 2024

Jess Robertson, Secretary

* * * * *

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of February, 2024.

Jess Robertson, Secretary

RCWD PERMIT & ADMINISTRATIVE FEE SCHEDULE

The permit fee schedule was most recently adopted on February 14, 2024 by District Board Resolution 2024-01 in accordance with RCWD Rule B.8 (Procedural Requirements). Government entities are exempt from permit fees.

Non-Rule C Fee:

A \$300 non-refundable fee is due at the time of application for a project subject to one or more of the following Rules:

- Rule D (Erosion and Sediment Control Plans)
- Rule E (Floodplain Alteration)
- Rule F (Wetland Alteration)
- Rule G (Regional Conveyance Systems)
- Rule I (Public Drainage Systems)
- Rule J (Appropriation of Public Waters)

Rule C (Stormwater Management) Fee:

Residential, Commercial, Industrial, Institutional development that proposes less than 5 acres of new and/or reconstructed impervious surface

- \$3,000 non-refundable fee due at time of application
- Once application review costs (District Engineer and Legal Counsel) exceed \$9,000*, any additional cost must be reimbursed by the applicant before the permit can be issued.

Residential, Commercial, Industrial, Institutional development that proposes 5 or more acres of new and/or reconstructed impervious surface

- \$5,400 non-refundable fee due at time of application
- Once application review costs (District Engineer and Legal Counsel) exceed \$9,000*, any additional cost must be reimbursed by the applicant before the permit can be issued.

An application subject to a Rule C fee is exempt from the Non-Rule C fee of \$300.

The following is exempt from the Rule C fee and subject only to the Non-Rule C fee of \$300:

- Single-family residential subdivision that creates seven or fewer lots and establishes no new public roadway or a private roadway/driveway serving three or more lots

Rule L (Variances):

Variable. See District Permit Variance Guidance Policy

Administration:

When a fee incorporates District staff time calculated at the hourly rate, that rate will be \$60/hour.

*Review cost is calculated according to the consultant hourly rate, which the District will publish annually. The review cost incurred between the non-refundable fee amount and \$9,000 will be absorbed by the District and will not be the responsibility of the applicant. District staff will notify the applicant of the incurred cost to date once the total review cost exceeds \$7,500, and at subsequent \$3,000 intervals. A delay in notice, however, will not affect the applicant's reimbursement responsibility.

#6 Centerville Inspection Joint Power Agreement (Terrence Chastan-Davis)

MEMORANDUM
Rice Creek Watershed District



Date: February 14, 2024
To: RCWD Board of Managers
From: Terrence Chastan-Davis, Inspection Coordinator
Subject: RCWD – City of Centerville MCM 4 JPA Amendment

Introduction

The District’s Joint Powers Agreement (JPA) with the City of Centerville requires an amendment to extend the partnership into the future.

Background

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

The drafted amended agreement currently has two notable changes: a two-year automatically renewing agreement term and the utilization of the District’s administration fee schedule for rate billing. The District’s administration fee schedule can be updated via Board resolution. During the Board of Managers workshop on February 12, 2024 staff received Board consensus to move forward with the Centerville-RCWD JPA agreement amendment.

Board Action

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

Attachments

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

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

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

A. PARTIES

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

B. PURPOSE

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

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

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

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

WHEREAS to increase cooperation, gain cost and other efficiencies, and provide for mutual compliance with MS4 obligations, the City and the District entered into a joint powers agreement (“preceding JPA”) effective August 12, 2021, to partner on erosion and sediment control program implementation, which JPA has remained in effect to the present, and;

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

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

C. TERM OF AGREEMENT

The term of this Agreement is from February 29, 2024 to December 31, 2025, and will renew automatically thereafter for additional two-year terms unless and until terminated as provided herein.

D. SCOPE OF SERVICES

- a. **DISTRICT RESPONSIBILITIES:** During the construction season, the District will inspect active private construction sites within the City of which the City has informed the District under

paragraph b, below. The District will provide the City copies of inspections reports detailing inspection actions, site conditions, and directives communicated to site representatives. In performing inspection and oversight work under this agreement that fulfills City MCM 4 responsibilities, the District will conform its activities to the requirements of the MS4 general permit, and to the terms of the procedures and protocols it has developed pursuant to the mandate of the general permit. The activities of District representatives under this paragraph will be performed solely under the District's authority. As between the District and the City, the District will be solely responsible for the proper training and site conduct of those representatives.

- b. CITY RESPONSIBILITIES: The City will inform the District of sites subject to City MS4 MCM 4 permits. The City will compensate the District for providing services pursuant to this Agreement at of the applicable hourly rate(s) stated in the District's administration fee schedule, as the District Board of Managers may adjust from time to time. The District will invoice the City quarterly but, on City request, will invoice the City promptly for all services performed with respect to a specific site.
- c. MUTUAL RESPONSIBILITIES: Each party will conduct inspections of active public construction sites within the City subject to its own permits and provide copies of inspection reports and related communications to each other. The parties will consult in noncompliance matters under paragraphs a and c, and each party will use its authorities, and support the similar effort of the other party, to best secure compliance and protect water resources.
- d. SCOPE: The District will provide up to 200 hours of inspection and compliance services per calendar year to the City under this agreement. Services that support both District and City permit enforcement will be billed to the City at half time.
- e. RECORDS: The District and the City, on request of the other party, will share permit compliance and enforcement documents related to sites under this Agreement, consistent with the terms of the Minnesota Data Practices Act.

E. MISCELLANEOUS

- a. EMPLOYEES. The City and the District represent that they have the personnel and resources to fulfill their responsibilities under of this Agreement.
- b. INDEMNIFICATION. Neither party under this Agreement assumes responsibility for the acts or omissions of the other within the meaning of Minnesota Statutes §471.59, subdivision 1a. Each party will hold the other harmless, and indemnify it, against any and all damages, liabilities, and costs (including reasonable attorney fees) to the extent resulting from its own negligent act or omission in its performance of this Agreement. Nothing in this Agreement diminishes, with respect to any third party, any immunity, defense or liability limit that the City or the District may enjoy under law.
- c. DATA PRIVACY. The parties will comply with the Minnesota Data Practices Act in their performance of this Agreement. Each party will consult with the other party before releasing data received from the other party that may be subject to a not-public classification.
- d. EFFECTIVE DATE. This Agreement is effective on the date it has been signed by the authorized representative of each party.

e. TERMINATION. Either the City of the District may terminate this Agreement with or without cause by giving the other party thirty days written notice.

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

CITY OF CENTERVILLE

RICE CREEK WATERSHED DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**FIRST AMENDMENT to
JOINT POWERS AGREEMENT**

RICE CREEK WATERSHED DISTRICT and CITY of CENTERVILLE

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

The JPA hereby is amended as follows:

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

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

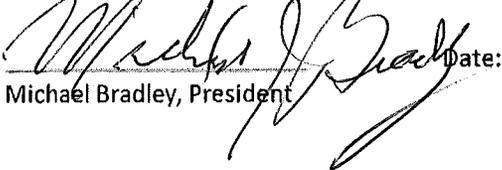
CITY of CENTERVILLE



D. Love, Mayor

Date: 2/24/2023

RICE CREEK WATERSHED DISTRICT



Michael Bradley, President

Date: 3/8/2023

JOINT POWERS AGREEMENT
City of Centerville and Rice Creek Watershed District
Coordinating Site Erosion & Sediment Control Programs
and MS4 Compliance for Minimum Control Measure 4

A. PARTIES

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

B. PURPOSE

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

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

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

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

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

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

C. TERM OF AGREEMENT

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

D. SCOPE OF SERVICES

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

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

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

E. MISCELLANEOUS

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

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

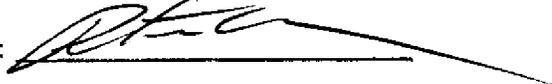
CITY OF CENTERVILLE

By:  D. Zome

Its: Mayor

Date: 8/2/2021

RICE CREEK WATERSHED DISTRICT

By: 

Its: President

Date: 8-11-2021

CITY OF CENTERVILLE REQUEST FOR COUNCIL ACTION



Agenda Item # XI.5	Department: Engineering	Requested Council Meeting Date: July 28, 2021																								
TITLE OF ISSUE: Rice Creek Watershed District Erosion Control Inspection Pilot Program																										
BACKGROUND AND SUPPLEMENTAL INFORMATION: For several years, the city has been looking at ways to reduce the duplication of efforts between RCWD and the City. Both entities are responsible for Erosion and Sediment Control (ESC) under our respective Minnesota Separate Storm Sewer Systems (MS4) Permits. There are 6 Minimum Control Measures (MCMs) in the MS4 permit. This proposed pilot program would have RCWD perform the required inspections under MCM 4 for both the city and RCWD. In short, instead of having both a city inspector and a RCWD inspector looking at silt fences on any given project, we would just have RCWD. Typically, the city's consultant handles these duties at a rate of around \$130/hr. These costs are passed on to the developers. With this program, RCWD would bill the city \$55/hr. The city would then pass this cost onto the developer instead. The result is a win-win: reduced costs to our developers and increased revenues to RCWD. If this works, we would look at other MCMs.																										
COST AND SOURCE(S) OF FUNDING: No direct cost to the city; only pass through costs (which will be less than current costs)																										
REQUESTED COUNCIL ACTION: Motion to authorize execution of the Joint Powers Agreement with Rice Creek Watershed District for Coordination of Erosion and Sediment Control Inspections.																										
For Clerk's Use: Motion By: <u>King</u> Second By: <u>Koski</u> Vote Record: <table style="display: inline-table; margin-left: 20px;"> <tr> <td style="border: 1px solid black; padding: 2px;">X</td> <td style="border: 1px solid black; padding: 2px;"></td> <td style="padding: 2px;">Love</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">X</td> <td style="border: 1px solid black; padding: 2px;"></td> <td style="padding: 2px;">Koski</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">X</td> <td style="border: 1px solid black; padding: 2px;"></td> <td style="padding: 2px;">Lakso</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">X</td> <td style="border: 1px solid black; padding: 2px;"></td> <td style="padding: 2px;">King</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">X</td> <td style="border: 1px solid black; padding: 2px;"></td> <td style="padding: 2px;">Moshier</td> </tr> </table>	X		Love	X		Koski	X		Lakso	X		King	X		Moshier	<p style="text-align: center;">SUPPORTED DOCUMENTS ATTACHED</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="border: none; padding: 5px;">Resolution</th> <th style="border: none; padding: 5px;">Ordinance</th> <th style="border: none; padding: 5px;">Contract</th> <th style="border: none; padding: 5px;">Minutes</th> <th style="border: none; padding: 5px;">Plan Map</th> </tr> </thead> <tbody> <tr> <td style="border: 1px solid black; width: 20%; height: 20px;"></td> <td style="border: 1px solid black; width: 20%; height: 20px;"></td> <td style="border: 1px solid black; width: 20%; height: 20px;"></td> <td style="border: 1px solid black; width: 20%; height: 20px;"></td> <td style="border: 1px solid black; width: 20%; height: 20px;"></td> </tr> </tbody> </table> Other (specify) <u>Draft Agreement</u>	Resolution	Ordinance	Contract	Minutes	Plan Map					
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