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RCWD BOARD OF MANAGERS WORKSHOP

Monday, October 6, 2025, 9:00 a.m.

Rice Creek Watershed District Conference Room
4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota
Virtual Monitoring via Zoom Webinar

Join Zoom Webinar:

<https://us06web.zoom.us/j/83323936775?pwd=CkCRVHbEMFaAlkb67kkcqouCtE38o5.1>

Passcode: 129740

+1 312 626 6799 US (Chicago)

Webinar ID: 833 2393 6775

Passcode: 129740

Agenda

ITEMS FOR DISCUSSION

- Water Quality Grant Program Review
- Minnesota Paid Leave Law
- Administrator Review
- RCWD Office/Garage Lease
- Citizen Advisory Committee Applicants
- Twin Cities Army Ammunition Plant Slideshow

Administrator Updates (If Any)

4325 Pheasant Ridge Drive NE #611 | Blaine, MN 55449 | T: 763-398-3070 | F: 763-398-3088 | www.ricecreek.org

BOARD OF
MANAGERS

Jess Robertson
Anoka County

Steven P. Wagamon
Anoka County

Michael J. Bradley
Ramsey County

Marcie Weinandt
Ramsey County

John J. Waller
Washington County

Water Quality Grant Program Review

MEMORANDUM

Rice Creek Watershed District



Date: October 1, 2025
To: RCWD Board of Managers
From: Grants and Outreach Technician, Molly Nelson
Subject: 2026 Water Quality Grant Program Document Review

Introduction

RCWD staff is seeking the Board's review and input on the proposed 2026 Water Quality Grant Program and program documents.

Background

The RCWD has operated its Water Quality Grant Program since 2008. Every year, the District reviews the RCWD program guidelines and updates the program based on comments and experiences from the previous year. At this time, staff has minor changes to the existing program documents attached and have additional changes to the general facilitation of the program.

In September of this year the RCWD Board of Managers approved the District's 2026 budget, which included a proposed budget of \$250,000 for the Water Quality Grant Program. The allocated budget for project awards has not increased for 2025 and is set at \$175,000.00.

Consistent with previous years, the RCWD will enter into technical service agreements with the Anoka & Washington Conservation Districts and the Ramsey County Parks & Recreation, Soil and Water Conservation Division to provide technical assistance to landowners.

- Anoka Conservation District (ACD)– \$17,500.00
- Ramsey County Soil and Water Conservation Division (Ramsey SWCD) – \$29,500.00
- Washington Conservation District (WCD)– \$17,500.00

Staff Recommendation

Staff recommends the 2026 Water Quality Grant Program as presented and recommends the review and consensus of the proposed changes to the program documents.

Request for Board Consensus

Staff requests Board consensus on the presented 2026 Water Quality Grant Program Documents.

Attachments

2026 Draft ACD, Ramsey SWCD, and WCD Technical Service Agreements
2026 Draft Water Quality Grant Program Application & Contract
2026 Draft Water Quality Grant Program Operations and Maintenance Agreement
2026 Draft Water Quality Grant Program Screening Form

**SERVICE AGREEMENT
BETWEEN
ANOKA CONSERVATION DISTRICT
AND RICE CREEK WATERSHED DISTRICT
FOR**

202~~65~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

A. PARTIES

This Agreement is made and entered into by the Anoka Conservation District (ACD), and the Rice Creek Watershed District (Watershed District).

B. PURPOSE

WHEREAS, the Watershed District has requested assistance from the ACD to implement the purposes and policies specified in MINN. STAT. §§ 103B.201 and 103D.201; and

WHEREAS, the ACD is authorized to enter Agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, SUBD. 21.

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 202~~65~~ to December 31, 202~~64~~ unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

The ACD will perform all services and furnish and deliver all work products generally described in the attached Exhibit A.

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the ACD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$1~~7,500.00~~~~6,000~~ during the term of this Agreement.

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

F. PAYMENT

The Watershed District will pay ACD the amount of the cost for services invoiced by ACD, within 30 days after receipt, based on the ACD Board-approved fee schedule rates at the time the services are provided. ACD's current approved fee schedule is available at WWW.ANOKASWCD.ORG.

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

During the performance of this Agreement, the ACD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

H. STANDARDS

The ACD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

I. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the ACD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The ACD agrees to abide by these statutes, rules and regulations and as they may be amended.

J. AUDITS, REPORTS AND MONITORING PROCEDURES

The ACD will:

1. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the ACD which are relevant to the contract.

K. INDEMNITY

The ACD and the Watershed District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the ACD or the Watershed District may enjoy under law.

L. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the ACD as the agent, representative, or employee of Watershed District for any purpose or in any manner whatsoever. The ACD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The ACD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the ACD or other person, while engaged in the performance of any work or services required by the ACD under this Agreement, shall have no contractual relationship with the Watershed District and shall not be considered employees of the Watershed District.

M. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the ACD and the Watershed District shall not require written approval.

N. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

O. TERMINATION

Either the ACD or the Watershed District may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. The Watershed District, if it terminates, can specify what additional work the ACD is to do before termination.

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the Watershed District used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the Watershed District. The Watershed District shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

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

APPROVED:

RICE CREEK WATERSHED DISTRICT

By: _____
Its: _____
Date: _____

ANOKA CONSERVATION DISTRICT

By: _____
Its: _____
Date: _____

EXHIBIT A

20265 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

All work performed by the ACD will be at the direction of Watershed District staff.

2. PROGRAM COORDINATION

The ACD will work with the Watershed District staff to coordinate implementation of the Water Quality Grant Program for public and private landowners. Program materials will be provided by the RCWD and will include application forms, evaluation criteria, information packets, monitoring forms, annual reports, and other items needed to ensure effective and efficient grant programs. Overall program coordination, summary reports, and ongoing program evaluation will be provided as needed to the ACD.

3. LANDOWNER OUTREACH

Targeted and broad-based outreach techniques will be used to generate interest in the program. Outreach will be balanced with the number of projects the Watershed District would like to implement during each year and coordinated with other Watershed District efforts.

4. PROJECT DATABASE

Project information will be tracked in a database and locations will be mapped using GIS systems.

5. RESPOND TO INQUIRIES FROM THE PUBLIC

The ACD will act as the primary and first responder to inquiries from the public regarding the Water Quality Grant Program. The ACD will provide responses to the public regarding general program information, program eligibility, BMP information, and general watershed information.

6. SITE REVIEWS AND PROJECT EVALUATION

Initial site visits and subsequent site reviews will be provided for under this Agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this Agreement. Other activities will include:

- a. Determining site-specific grant or other program eligibility and priority;
- b. Assessing BMP options which will adequately address an identified problem;
- c. Discussing BMP alternatives with landowners;
- d. Providing technical guidance on BMP options or alternatives;
- e. Promoting implementation of BMPs, and;
- f. Collecting pre- and post-project site photos for documentation and promotional purposes.
- g. Directing non-qualifying projects to RCWD for Mini Grant Program technical assistance.

ACD and RCWD will recommend supplemental grants or resources when applicable. Site reviews will result in providing grant recommendations to the Watershed District staff with respect to eligibility and priority ranking. Educational materials will be distributed during the site visit.

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

The ACD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by ACD technical resources and/or by obtaining assistance from an appropriate technical

agency, organization or consultant, including the Watershed District. ACD will assist landowners with obtaining qualified contractors to install BMPs.

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

The ACD will monitor construction activities to verify proper implementation of BMPs for the Water Quality Grant Program.

9. LONG-TERM MONITORING

The ACD will provide long-term monitoring of installed BMPs for the Water Quality Grant Program. The amount and frequency of monitoring will be as directed by the Watershed District staff and based on the individual BMP installed.

10. MISCELLANEOUS SERVICES

Other services may be provided as requested by the Watershed District to implement and carry out these programs.

**SERVICE AGREEMENT
BETWEEN
RAMSEY COUNTY PARKS AND RECREATION – SOIL & WATER CONSERVATION DIVISION
AND RICE CREEK WATERSHED DISTRICT
FOR
202~~65~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM**

A. PARTIES

This Agreement is made and entered into by Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation department – Soil & Water Conservation division (SWCD), and the Rice Creek Watershed District (Watershed District).

B. PURPOSE

WHEREAS, the Watershed District has requested assistance from the SWCD to implement the purposes and policies specified in MINN. STAT. §§ 103B.201 and 103D.201; and

WHEREAS, the SWCD is authorized to enter Agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, SUBD. 21.

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 202~~65~~ to December 31, 202~~64~~ unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

The SWCD will perform all services and furnish and deliver all work products generally described in the attached Exhibit A.

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the SWCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$2~~9,000.00~~7,500 during the term of this Agreement.

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

F. PAYMENT

The Watershed District will pay the SWCD the amount of the cost for services invoiced by the SWCD, within 30 days after receipt, based on the fee schedule listed in Exhibit B of this Agreement.

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

During the performance of this Agreement, the SWCD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

H. STANDARDS

The SWCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

I. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the SWCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The SWCD agrees to abide by these statutes, rules and regulations and as they may be amended.

J. AUDITS, REPORTS AND MONITORING PROCEDURES

The SWCD will:

1. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the SWCD which are relevant to the contract.

K. INDEMNITY

The SWCD and the Watershed District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the SWCD or the Watershed District may enjoy under law.

L. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the SWCD as the agent, representative, or employee of Watershed District for any purpose or in any manner whatsoever. The SWCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The SWCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the SWCD or other person, while engaged in the performance of any work or services required by the SWCD under this Agreement, shall have no contractual relationship with the Watershed District and shall not be considered employees of the Watershed District.

M. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the SWCD and the Watershed District shall not require written approval.

N. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

O. TERMINATION

Either the SWCD or the Watershed District may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. The Watershed District, if it terminates, can specify what additional work the SWCD is to do before termination.

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the Watershed District used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the Watershed District. The Watershed District shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

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

APPROVED:

RICE CREEK WATERSHED DISTRICT

By: _____

Its: _____

Date: _____

ACCEPTED BY:

RAMSEY COUNTY- COUNTY MANAGER

By: _____

Its: _____

Date: _____

**RAMSEY COUNTY-PARKS AND
RECREATION DEPARTMENT**

By: _____

Its: _____

Date: _____

**APPROVED AS TO FORM:
RAMSEY COUNTY-ATTORNEY'S OFFICE**

By: _____

Its: _____

Date: _____

EXHIBIT A

202~~65~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

All work performed by the SWCD will be at the direction of Watershed District staff.

2. PROGRAM COORDINATION

The SWCD will work with the Watershed District staff to coordinate implementation of the Water Quality Grant Program for public and private landowners. Program materials will be provided by the RCWD and will include application forms, evaluation criteria, information packets, monitoring forms, annual reports, and other items needed to ensure effective and efficient grant programs. Overall program coordination, summary reports, and ongoing program evaluation will be provided as needed to the SWCD.

3. LANDOWNER OUTREACH

Targeted and broad-based outreach techniques will be used to generate interest in the program. Outreach will be balanced with the number of projects the Watershed District would like to implement during each year and coordinated with other Watershed District efforts.

4. PROJECT DATABASE

Project information will be tracked in a database and locations will be mapped using GIS systems.

5. RESPOND TO INQUIRIES FROM THE PUBLIC

The SWCD will act as the primary and first responder to inquiries from the public regarding the Water Quality Grant program. The SWCD will provide responses to the public regarding general program information, program eligibility, BMP information, and general watershed information.

6. SITE REVIEWS AND PROJECT EVALUATION

Initial site visits and subsequent site reviews will be provided for under this Agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this Agreement. Other activities will include:

- a. Determining site-specific grant or other program eligibility and priority;
- b. Assessing BMP options which will adequately address an identified problem;
- c. Discussing BMP alternatives with landowners;
- d. Providing technical guidance on BMP options or alternatives;
- e. Promoting implementation of BMPs, and;
- f. Collecting pre- and post-project site photos for documentation and promotional purposes.
- g. Directing non-qualifying projects to RCWD for Mini Grant Program technical assistance.

SWCD and RCWD will recommend supplemental grants or resources when applicable. Site reviews will result in providing grant recommendations to the Watershed District staff with respect to eligibility and priority ranking. Educational materials will be distributed during the site visit.

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

The SWCD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by SWCD technical resources and/or by obtaining assistance from an appropriate technical

agency, organization or consultant, including the Watershed District. SWCD will assist landowners with obtaining qualified contractors to install BMPs.

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

The SWCD will monitor construction activities to verify proper implementation of BMPs for the Water Quality Grant Program.

9. LONG-TERM MONITORING

The SWCD will provide long-term monitoring of installed BMPs for the Water Quality Grant Program. The amount and frequency of monitoring will be as directed by the Watershed District staff and based on the individual BMP installed.

10. MISCELLANEOUS SERVICES

Other services may be provided as requested by the Watershed District to implement and carry out these programs.

EXHIBIT B

202~~65~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM
RAMSEY COUNTY BOARD-APPROVED SWCD HOURLY SERVICE FEE SCHEDULE

Position	Rate
Environmental Resource Specialist	TBD <u>\$85/Hour</u>

**SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND RICE CREEK WATERSHED DISTRICT
FOR**

202~~65~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

A. PARTIES

This Agreement is made and entered into by the Washington Conservation District (WCD), and the Rice Creek Watershed District (Watershed District).

B. PURPOSE

WHEREAS, the Watershed District has requested assistance from the WCD to implement the purposes and policies specified in MINN. STAT. §§ 103B.201 and 103D.201; and

WHEREAS, the WCD is authorized to enter Agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, SUBD. 21.

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 202~~65~~ to December 31, 202~~64~~ unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

The WCD will perform all services and furnish and deliver all work products generally described in the attached Exhibit A.

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the WCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$1~~7,500.00~~~~6,500~~ during the term of this Agreement.

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

F. PAYMENT

The Watershed District will pay the WCD the amount of the cost for services invoiced by the WCD, within 30 days after receipt, based on the fee schedule listed in Exhibit B of this Agreement.

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

During the performance of this Agreement, the WCD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

H. STANDARDS

The WCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

I. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

J. AUDITS, REPORTS AND MONITORING PROCEDURES

The WCD will:

1. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the WCD which are relevant to the contract.

K. INDEMNITY

The WCD and the Watershed District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the WCD or the Watershed District may enjoy under law.

L. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the WCD as the agent, representative, or employee of Watershed District for any purpose or in any manner whatsoever. The WCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The WCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the WCD or other person, while engaged in the performance of any work or services required by the WCD under this Agreement, shall have no contractual relationship with the Watershed District and shall not be considered employees of the Watershed District.

M. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the WCD and the Watershed District shall not require written approval.

N. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

O. TERMINATION

Either the WCD or the Watershed District may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. The Watershed District, if it terminates, can specify what additional work the WCD is to do before termination.

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the Watershed District used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the Watershed District. The Watershed District shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

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

APPROVED:

RICE CREEK WATERSHED DISTRICT

By: _____
Its: _____
Date: _____

WASHINGTON CONSERVATION DISTRICT

By: _____
Its: _____
Date: _____

EXHIBIT A

202~~65~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

All work performed by the WCD will be at the direction of Watershed District staff.

2. PROGRAM COORDINATION

The WCD will work with the Watershed District staff to coordinate implementation of the Water Quality Grant Program for public and private landowners. Program materials will be provided by the RCWD and will include application forms, evaluation criteria, information packets, monitoring forms, annual reports, and other items needed to ensure effective and efficient grant programs. Overall program coordination, summary reports, and ongoing program evaluation will be provided as needed to the WCD.

3. LANDOWNER OUTREACH

Targeted and broad-based outreach techniques will be used to generate interest in the program. Outreach will be balanced with the number of projects the Watershed District would like to implement during each year and coordinated with other Watershed District efforts.

4. PROJECT DATABASE

Project information will be tracked in a database and locations will be mapped using GIS systems.

5. RESPOND TO INQUIRIES FROM THE PUBLIC

The WCD will act as the primary and first responder to inquiries from the public regarding the Water Quality Grant Program. The WCD will provide responses to the public regarding general program information, program eligibility, BMP information, and general watershed information.

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Initial site visits and subsequent site reviews will be provided for under this Agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this Agreement. Other activities will include:

- a. Determining site-specific grant or other program eligibility and priority;
- b. Assessing BMP options which will adequately address an identified problem;
- c. Discussing BMP alternatives with landowners;
- d. Providing technical guidance on BMP options or alternatives;
- e. Promoting implementation of BMPs, and;
- f. Collecting pre- and post-project site photos for documentation and promotional purposes.
- g. Directing non-qualifying projects to RCWD for Mini Grant Program technical assistance.

WCD and RCWD will recommend supplemental grants or other resources when applicable. Site reviews will result in providing grant recommendations to the Watershed District staff with respect to eligibility and priority ranking. Educational materials will be distributed during the site visit.

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

The WCD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by WCD technical resources and/or by obtaining assistance from an appropriate technical

agency, organization or consultant, including the Watershed District. WCD will assist landowners with obtaining qualified contractors to install BMPs.

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

The WCD will monitor construction activities to verify proper implementation of BMPs for the Water Quality Grant Program.

9. LONG-TERM MONITORING

The WCD will provide long-term monitoring of installed BMPs for the Water Quality Grant Program. The amount and frequency of monitoring will be as directed by the Watershed District staff and based on the individual BMP installed.

10. MISCELLANEOUS SERVICES

Other services may be provided as requested by the Watershed District to implement and carry out these programs.

EXHIBIT B

202~~65~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

WASHINGTON CONSERVATION DISTRICT BOARD-APPROVED HOURLY SERVICE FEE SCHEDULE



2026 Technical Services Rate Schedule

The Washington Conservation District shall use the following hourly rate schedule.

AIS Watercraft Inspectors	\$38.00
Seasonal	\$50.00
Technician 1	\$72.00
Technician 1/2	\$76.00
Technician 1/2/Specialist 1	\$81.00
Tech 2/Specialist 1/2	\$86.00
Specialist 1/2/3	\$91.00
Specialist 2/3/4	\$97.00
Specialist 3/4/Engineer	\$102.00
Administrator/Manager	\$114.00

Technical services provided by the WCD will be billed in accordance with this Rate Schedule. Invoices are sent per the conditions of the agreement and will summarize the work performed. Invoices are payable within 60 days.

Office supplies, in-house reproduction expenses, and transportation are included in the rates noted above. Outsource reproduction, special bulk mailings, equipment, supplies, and other non-ordinary costs are not included. Any direct costs are to be reimbursed at actual cost.



RICE CREEK WATERSHED DISTRICT

WATER QUALITY GRANT PROGRAM APPLICATION AND CONTRACT

GENERAL INFORMATION (OFFICE USE)

Contract Number	Individual / Group	Other Grant Award Yes <input type="radio"/> No <input checked="" type="radio"/>	Amendment Date:	Cancelled Date:
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APPLICANT INFORMATION

Applicant	Phone	Email	
Mailing Address	City	State	Zip

WATER QUALITY PRACTICE / PROJECT LOCATION

Physical Address	Municipality	County
Parcel ID	Nearest lake, stream or wetland that the proposed practice drains to	Estimated distance to nearest waterbody

PROJECT INFORMATION

Project Description (Attach additional sheets if necessary)

CONTRACT INFORMATION

I (we), the undersigned, do hereby request grant assistance from the Rice Creek Watershed District (RCWD) to help defray the cost of installing the following practice(s) listed in this contract. This Grant Award Contract is for support of water resource protection and education efforts between the RCWD, a public body with powers set forth at Minnesota Statutes 103B and 103D, and _____ (Owner). It is understood that:

1. The Owner is responsible for the operation and maintenance of practices applied under this program, to ensure that the water quality objective of the practice is met and the effective life, a minimum of ____ years, is achieved. Should the Owner fail to maintain the practice during its effective life, the Owner is liable to the RCWD for the amount up to 100% of the amount of financial assistance received to install and establish the practice. The Owner is not liable for grant assistance received if the failure was caused by reasons beyond the Owner's control, or if water quality practices are applied at the Owner's expense that provide equivalent protection of the water resources.

In no case shall the RCWD provide grant assistance to an Owner for the reapplication of a practice that was removed by the Owner during its effective life without consent of the RCWD or that failed due to improper maintenance. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the Owner who signed this contract to advise the RCWD before the sale or transfer of the property containing the water quality practice.

2. Water quality practices must be planned and installed in accordance with the technical standards and specifications of the _____ (Anoka CD, Ramsey SWCD, or Washington CD).

3. This contract, upon approval by the RCWD board, will remain in effect for 18 months unless canceled by mutual agreement. The contract will be automatically terminated on _____ (mm/dd/yy) unless amended by mutual consent to reschedule the work and funding.

4. When the work is complete, Owner will request payment from the RCWD. Items for which payment is requested on the Voucher and Practice Certification Summary Form are to be supported by invoices/receipts for payments and will be verified by the RCWD board as practical and reasonable. The RCWD board has the authority to adjust the costs submitted for reimbursement. Reimbursement will be made only upon execution of a RCWD-approved Operation and Maintenance Agreement.

If Owner has used a contractor, the RCWD will pay the grant amount, with any adjustment thereto, directly to Owner's contractor. Owner must submit the following to the RCWD with the request:

- a. Owner's written statement that if the RCWD finds the work to be complete and satisfactory, Owner will not ask contractor or the RCWD for changes to the work;
- b. A copy of the contract for the work; the contractor's invoice; all pre-lien notices from the contractor, subcontractors and suppliers; and lien waivers of subcontractors and suppliers; and
- c. The contractor's statement that: (i) it will accept payment of a part of the contract price directly from the RCWD, and (ii) the RCWD may exercise the right of Owner under Minnesota Statutes §514.07 to delay or reduce payment if lien waivers are not supplied (the RCWD suggests that Owner include this statement in the contract for the work).

The RCWD, by its representative, may inspect the work. Within 15 business days of receiving Owner's request, the RCWD either will make payment or will notify Owner in writing that it finds that the work does not conform to this agreement or is incomplete. If the RCWD is not able to make full payment, it will cooperate promptly with Owner and, if a contractor is used, the contractor in order to resolve the outstanding concern.

In making payment to a contractor under the terms of this section, the RCWD does not become a party to the contract between Owner and the contractor. The RCWD is not responsible to Owner for any cost or liability Owner incurs arising from attachment of, or foreclosure on, a lien by the contractor, a subcontractor or a supplier.

5. Owner will grant the RCWD and its representative access to the parcel where the water quality practice will be located to inspect the practice.

6. Owner will permit the RCWD at its cost and discretion, to place reasonable signage on Owner's property informing the public about the project and the RCWD Water Quality Grant Program. Owner will cooperate with the RCWD in permitting members of the public to periodically enter the property to view the project in the company of a RCWD representative. This paragraph does not create any right of public entry onto Owner's property except as coordinated with Owner and accompanied by a RCWD representative.

7. Owner is responsible for obtaining all necessary approvals and complying with all permits and/or other legal requirements applicable to the work. In performing the work that is subject to this contract, Owner will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin, and that no person protected by applicable federal or state laws, rules, or regulations against discrimination is subject to discrimination.

APPLICANT SIGNATURES

The Owner's signature indicates their agreement to the above contract terms.

Landowner / Legal Representative		Date	
Mailing Address	City	State	Zip

WATER QUALITY PRACTICE

Eligible recognized practice(s)	Other practice(s)	Total Cost Estimate
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TECHNICAL ASSESSMENT AND COST ESTIMATE

I have reviewed the site where the above listed water quality practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

County Conservation Specialist Representative	Date
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AMOUNT AUTHORIZED FOR GRANT (ENCUMBRANCE)

Grant award is not to exceed _____ or _____ percent of the total eligible cost, whichever is less.

Rice Creek Watershed District Board President	Board Meeting Date
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**OPERATION AND MAINTENANCE AGREEMENT
FOR
WATER QUALITY PRACTICES**

THIS AGREEMENT is made on this _____ day of _____, 202~~65~~⁶⁵ (Effective Date), by _____ (Owner), of the property located at _____ (Property), and the Rice Creek Watershed District (RCWD), a Minnesota Special Purpose Unit of Government with powers set forth at Minnesota Statutes 103B and 103D.

WHEREAS, the Owner agrees to construct a water quality project on the Property in the approximate location depicted on the attached **Exhibit A**.

WHEREAS, the RCWD agrees to cost share the water quality practice(s) in the amount specified on the attached **Exhibit B**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Owner assumes the full and sole responsibility for the installation, maintenance and management of the water quality project on the Property in accordance with the approved grant application attached at **Exhibit B**, which meets the RCWD standards.
2. The RCWD will not under any circumstances be responsible for the on-going physical performance of the water quality project, or for any repairs, changes or alterations to the same and appurtenances, and the RCWD will not be liable for the cost thereof.
3. The Owner agrees, at no cost to the RCWD, to regularly: (1) maintain the integrity and viability of the water quality features, (2) maintain all native perennial vegetation in the project area in a way which does not compromise the effectiveness of the design, (3) maintain and trim all other shrubs and vegetation in the project area, (4) remove all litter, sediment, and debris from the project area, and (5) repair or replace any grass or other vegetation in the project area disturbed by maintenance.
4. The Owner agrees to indemnify, defend, and hold harmless the RCWD from all present and future claims that may arise from the construction and maintenance of the water quality project located on the Property.
5. The Owner shall allow the RCWD to bring other landowners to the Property, at reasonable times and with prior notice to The Owner, to view the Project for the purpose of conducting maintenance inspections and encouraging other landowners to install similar water quality practices.
6. The Owner agrees to notify the RCWD if the property is sold, so that the new owner

can be approached about the purpose of the water quality project.

7. This agreement is valid for 10 years from the Effective Date listed above.
8. Any notice provided under this Agreement will be sent by certified mail or by personal service at the following address:

Owner: _____

Dated: _____

OWNER: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20265, by _____, Owner.

Notary Public

* * * * *

Rice Creek Watershed District
4325 Pheasant Ridge Drive NE, Suite 611
Blaine, MN 55449

Dated: _____

RICE CREEK WATERSHED DISTRICT:

By: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20265, by _____, the _____ of the Rice Creek Watershed District, a Minnesota Special Purpose Unit of Government, on its behalf.

Notary Public

This instrument was drafted by:
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE, Suite 611
Blaine, MN 55449

Exhibit A

Feature Location – Approved Water Quality Project Plan

Exhibit B

Approved RCWD Grant Application

Revised RCWD Water Quality Grant screening Form

Please identify the project type with the property owner before filling out the form. This will impact the review.

Minimum Qualification **Section**

1.Connectivity to Waterbody

1a. Is the project tributary to a RCWD classified lake, stream, drainage ditch, or DNR Protected Water Wetland (PWW)?

-Direct Connection and within sub-watershed; 2 pts

-Only within Sub-watershed; 1pt

-None; 0 pt

1b. Is the project tributary to a 303(d) impaired water (not mercury) or a RCWD Protection or Restoration waterbody?

-Direct Connection and within sub-watershed; 2 pts

-Only within Sub-watershed; 1 pt

-None; 0 pt

1c. Is the project tributary to a 303(d) impaired waterbody with a completed TMDL action plan?

Yes; 1 pt

No; 0 pt

2.Contributing Watershed Characteristics

2a. Percent impervious area draining to the project.

75-100%; 4 pts

50-75%; 3 pts

25-50%; 2 pts

<25%; 1 pt

3. Volume Reduction Potential

Proposed project implements controls to reduce and/or minimize the rate and volume of water that drains off the property. (Can select infiltration and filtration if applicable totaling 2 points for this section)

Infiltration:

Yes; 1 pt

No; 0 pt

Filtration:

Yes; 1 pt

No; 0 pt

4.Exposed Sediment and Erosion Conditions

For raingarden projects, please answer 4a only. If the proposed project includes other BMPs in addition to the raingarden, please answer questions 4 and 4a.

-Severe and active erosion on the property (0.3-0.5 ft lost/ yr); 4 pts

-Moderate erosion on the property (0.06-0.29 ft lost/yr); 3 pts

-Slight erosion on the property (<0.06 ft lost/ yr); 2 pts

-No active erosion but external factors, land use, or current conditions of project location (e.g. failing retaining wall) suggest potential for imminent erosion on property; 1 pt

-No visible and active erosion and no potential for future erosion; 0 pt

4a. For Raingardens Only

-Catchment area consists primarily of impervious surfaces with high sedimentation & solids transport via stormwater runoff such as roads, driveways, and parking lots; 4 pts

-Catchment area consists primarily of impervious surfaces with medium sedimentation & solids transport via stormwater runoff such as sidewalks, patios, and roofs; 2 pt

-Catchment area consists primarily of pervious surfaces with little to no sedimentation & solids transport via stormwater runoff; 0 pt

6.Public Outreach

-High Public Visibility; 2 pt

^Considerations for Reviewer: Project sign would be visible to the public. Heavy foot/car traffic passes the site. **For Shorelines:** Lake has public access, and the project can be used in targeted outreach efforts for other shoreline projects on the lake.

-Moderate Public Visibility; 1pt

^Considerations for Reviewer: Project sign would be visible to the public. Moderate to low foot/car traffic passes the site. **For Shorelines:** Lake has private access only and project can be used in targeted outreach efforts for other shoreline projects on the lake.

-Low Public Visibility; 0 pt

^Considerations for Reviewer: Project location is not visible to the public. Only the property owner will see the project on a day-to-day basis. **For Shorelines:** Lake has limited private access or no access, and project cannot be used for targeted outreach efforts (limited to no other properties on the lake OR landowner unwilling to participate in outreach sharing efforts).

Above and Beyond Section (points in this section can contribute to minimum score)

Large Catchment/Multiple Property Watershed

-Does the proposed project capture stormwater runoff from areas beyond the direct property? Ie. Road, neighboring properties.

Yes; 1 pt

No; 0 pt

5.Stormwater Retrofit Analysis/SubWatershed Assessment

-Was the project or project area identified in a completed Stormwater Retrofit Analysis (SRA), Subwatershed Assessment (SWA), or other targeted study?

Yes;1 pt

No; 0 pt

7. RCWD Educational Opportunity

-Can this project be used for educational classes or demonstrations by RCWD to the public?

Yes; 1 pt

No; 0 pt

^Considerations for reviewer: Is there parking available for attendees onsite or nearby? Is the grantee willing to be a partner for workshops or classes regarding their project? Is the grantee willing to have their project be used in special RCWD outreach efforts like social media, educational handouts, project highlights on the RCWD website?

Total Max Points: 22

Minimum Score for eligibility: 8

Minnesota Paid Leave Law

MEMORANDUM

Rice Creek Watershed District



Date: October 1, 2025
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Mn Paid Leave Law

Introduction

Minnesota adopted a new Paid Family and Medical Leave law (PFML) that will go into effect starting January 1, 2026. RCWD and other watershed districts are subject to the law's requirements. Staff are providing information on the new law and seeking Board input on the District's compliance items.

Background

PFML is a worker protection and benefit providing up to 12 weeks of paid medical leave or up to 12 weeks of paid family leave or a maximum of 20 weeks per year when both types of leave are used. All RCWD's employees and managers are covered by the law (the law includes an exception for some seasonal hospitality workers). The PFML program is structured like unemployment insurance and will be funded by premium contributions from all employers and employees subject to the law.

PFML is administered by the Minnesota Department of Employment and Economic Development (DEED). There is an option wherein DEED administers the entire program, including collecting premiums, reviewing applications, and determining eligibility. Another option under the PFML law is selecting an equivalent plan through a private insurance provider. Under this option, the employer may opt out of the State program but must pay an oversight fee to the State to do so (the District's fee would be \$250 for initial application to use a private plan and each time the private plan is amended). The employer would then pay premiums to the private provider who would administer PFML. The State will manage PFML through the same employer portal as unemployment insurance. RCWD has designated the Administrator and Office Manager as paid leave administrators in this portal.

Under the PFML law, employees must notify their employer before applying for PFML. To implement this requirement, the RCWD policy handbook will likely require updates for clarity on how an employee complies with the notice requirement. The handbook will also require other updates to address a number of other items associated with the adoption of PFML. This includes addressing the concurrent operation of PFML with other leaves, as appropriate, and addressing the ability for PFML to be used intermittently by employees.

Potentially eligible events include: serious health condition that makes the employee unable to work, caring for a family member with a serious health condition, bonding with a new child, supporting a family member during military deployment, and addressing issues related to domestic abuse, sexual assault, or stalking. RCWD may be asked to verify employment details, but the State decides if the event qualifies for leave.

MEMORANDUM

Rice Creek Watershed District



For RCWD's implementation of PFML, staff currently recommend proceeding with the State plan. This decision does not preclude the use of a private plan in the future.

RCWD currently provides disability insurance for its employees to be competitive with other employers. The PFML program and disability insurance policies provide income replacement during times when employees can't work. Staff have engaged RCWD's insurance broker for 2026 insurance options that combine with PFML.

PFML is funded by a premium on taxable wages which is set at .88% of regular wages for 2026; this premium rate may be adjusted by the State each year, with such adjustments being set by July 31 for the subsequent year. The employer may pay the entire premium amount or may pass along a portion of the premium amount to employees through a payroll deduction; the maximum contribution percentage is split 50/50 between employer (.44%) and employee (.44%). RCWD, however, is considered a small employer (less than 30 employees and the average employee wage is less than 105% of the statewide average weekly wage) and therefore RCWD may qualify for a reduced rate of .22% of regular wages. The employee's .44% contribution would remain the same under the small employer designation. The State will begin assessing small employer qualification after submission of the 2026 quarter three wage detail reports.

Staff have utilized the DEED on-line premium calculator to define an estimated total (employee & employer) quarterly premium contribution of ~\$2,664. Payroll deductions start on January 1, 2026, with the first premium payment due from employers to the State on April 30, 2026. Staff have engaged with the District's accountant, Redpath, on implementing the required payroll deductions and reporting.

There are multiple aspects of PFML to address. RCWD have completed the initial steps:

- RCWD registered for an employer account
- Administrator and Office Manager designated as paid leave administrator
- Paid leave administrator accounts created
- A notice of new law posted to employees
- Employees notified by email

As PFML landscape continues to develop, the Board will be engaged with updates as appropriate.

Recommendation

This item is for Board information and discussion. Staff would like to confirm proceeding with the State PFML plan (verses a private plan) at this time. The Board should discuss a proposed allocation of PFML premium between employer and employee.

Administrator Review

RCWD Office/Garage Lease

MEMORANDUM

Rice Creek Watershed District



Date: September 25, 2025
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: RCWD Office/Garage Lease

Introduction

The District leases its current office and garage space. The lease expires October 31, 2025. Staff secured revised proposed lease for Board discussion.

Background

Staff engaged the Board on lease renewal at its July 7, 2025 workshop. Manager comment was to engage in further negotiations, seeking reductions in annual rate increases. Staff negotiated further and engaged Rinke Noonan to review and support efforts including clarity on District vehicle parking, and interior repairs.

The revised proposed lease amendment is attached for consideration. The lease amendment highlights include:

- 5-year lease term until October 31, 2030
- Rent increases 2.5% per year (reduced from previous version's stated 3%)
- Repair to sticking garage door
- Improvement allowance of \$10,142 (painting, carpet cleaning, counter tops)
- Clarity in RCWD vehicle parking

Staff Recommendation

For Board discussion, staff support the lease amendment.

Attachment

- Sixth Amendment to Lease

SIXTH AMENDMENT TO LEASE

This **SIXTH AMENDMENT TO LEASE** (this “**Sixth Amendment**”) is made and entered into as of _____, 2025 (the “**Effective Date**”), by and between **BLAINE SHOPPING CENTER, LLC**, a Delaware limited liability company (“**Landlord**”), and **RICE CREEK WATERSHED DISTRICT**, a public body with powers as set forth in Minnesota Statutes Sections 103B and 103D (“**Tenant**”).

RECITALS

- A. Landlord and Tenant are the current parties to that certain Lease dated August 28, 2002 (the “**Original Lease**”), as amended by that certain First Amendment to Lease dated February 13, 2003 (the “**First Amendment**”), as amended by that certain Second Amendment to Lease dated August 25, 2010 (the “**Second Amendment**”), as amended by that certain Third Amendment to Lease dated February 1, 2013 (the “**Third Amendment**”), as amended by that certain Fourth Amendment to Lease dated June __, 2015 (the “**Fourth Amendment**”), as amended by that certain Fifth Amendment to Lease dated August 26, 2019 (the “**Fifth Amendment**”); together with the Original Lease, First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, as amended, modified, supplemented, assigned and extended, from time to time, the “**Lease**”), with respect to certain premises containing approximately 5,071 square feet commonly known as Suite 603 and Suite 611 (the “**Premises**”) in the shopping center commonly known as The Village of Blaine Shopping Center in Blaine, Minnesota (the “**Shopping Center**”).
- B. The current Term of the Lease is scheduled to expire on October 31, 2025, and Landlord and Tenant hereby desire to (a) extend the Term of the Lease for a period of five (5) years, and (b) further amend the Lease, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above recitals, which by this reference are incorporated herein, the mutual covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. **Recitals; Definitions.** The Recitals hereinabove set forth are incorporated into this Sixth Amendment by this reference. All capitalized terms contained in this Sixth Amendment shall, for the purposes hereof, have the same meanings ascribed to them in the Lease unless otherwise defined herein.

2. **Extension of Term.** Landlord and Tenant hereby agree that the Term of the Lease shall be extended for a period of five (5) years commencing on November 1, 2025 and continuing through October 31, 2030 (the “**Extended Term**”). All terms, conditions and provisions of the

Lease shall remain unchanged and in full force and effect for the Extended Term, except to the extent otherwise set forth herein. Notwithstanding anything to the contrary contained in the Lease, except as set forth below in Section 5, Tenant shall have no further option, of any kind or nature, to extend the Term.

3. Rent. Notwithstanding anything contained in the Lease to the contrary, during the Extended Term, Tenant agrees to pay to Landlord as fixed monthly rent, without prior notice or demand, in accordance with the terms and conditions of the Lease, for the Premises, the fixed monthly rent as set forth in the following schedule:

<u>Effective Period</u>	<u>PSF</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
11/1/25 – 10/31/26	\$21.54	\$9,102.45	\$109,229.34
11/1/26 – 10/31/27	\$22.08	\$9,330.01	\$111,960.07
11/1/27 – 10/31/28	\$22.63	\$9,563.26	\$114,759.08
11/1/28 – 10/31/29	\$23.20	\$9,802.34	\$117,628.05
11/1/29 – 10/31/30	\$23.78	\$10,047.40	\$120,568.75

4. Premises. Tenant acknowledges and agrees that Landlord has agreed to extend the Term of the Lease through the Extended Term on the express condition that Tenant accepts the Premises in their “AS-IS”, “WHERE-IS”, “WITH ALL FAULTS” condition and that neither Landlord nor any representative of Landlord has made any representation or warranty with respect to the condition of the Premises. Notwithstanding the above, Landlord will complete replacement of the service door into the Garage Space within ninety (90) days of the execution of this Agreement.

5. Option to Renew.

(a) Tenant shall have and is hereby granted the option to extend the term of the Lease for one (1) additional period of five (5) years (the “**Option Term**”) upon the same terms, conditions and rental contained in this Lease, except that, in lieu of the fixed monthly rent due and payable during the Extended Term of this Lease, the fixed monthly rent shall be payable in such amounts as are set forth in Section 5(b) of this Sixth Amendment. Tenant must notify Landlord, in writing, of its election to exercise its option to extend the Lease Term at least three hundred sixty-five (365) days prior to the expiration of the Extended Term. The option set forth in this Section 5(a) cannot be exercised by Tenant unless (i) Tenant is current in its payments of all installments of fixed monthly rent and any other charges due under this Lease; (ii) Tenant is in occupancy and conducting business from the Premises; (iii) Tenant has not assigned, subleased or otherwise transferred its interest in this Lease; and (iv) Tenant is not otherwise in default under any of the covenants and obligations contained in this Lease.

(b) Notwithstanding anything contained in the Lease to the contrary, during the Option Term, Tenant agrees to pay to Landlord as fixed monthly rent, without prior notice or demand, in accordance with the terms and conditions of the Lease, for the Premises, the fixed monthly rent as set forth in the following schedule:

<u>Effective Period</u>	<u>PSF</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
-------------------------	------------	---------------------	--------------------

11/1/30 – 10/31/31	\$24.37	\$10,298.58	\$123,582.97
11/1/31 – 10/31/32	\$24.98	\$10,556.05	\$126,672.55
11/1/32 – 10/31/33	\$25.60	\$10,819.95	\$129,839.36
11/1/33 – 10/31/34	\$26.24	\$11,090.45	\$133,085.34
11/1/34 – 10/31/35	\$26.90	\$11,367.71	\$136,412.48

6. **Improvement Allowance.** So long as Tenant is not in default under the Lease, Landlord shall reimburse Tenant for up to Ten Thousand One Hundred Forty-Two and No/100 Dollars (\$10,142.00) for costs incurred with certain interior repairs to the Premises within thirty (30) days of Tenant's written request for the same, which written request shall be accompanied by copies of paid receipts for such interior repairs.

7. **Garage Space.** Tenant shall continue to lease the Garage Space during the Extended Term on the terms and conditions set forth in the Lease. During the Extended Term, Tenant shall pay monthly rent for the Garage Space in the amount of \$1,344.58 per month, payable on the first day of each month, without notice, demand or set-off. Tenant acknowledges and agrees that Landlord has agreed to extend the Term of the Lease through the Extended Term on the express condition that Tenant accepts the Garage Space in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition and that neither Landlord nor any representative of Landlord has made any representation or warranty with respect to the condition of the Garage Space. In the event Tenant exercises its option to extend the term of the Lease pursuant to Paragraph 5, the Garage Space rental will be included in that extended Option Term. Tenant shall pay monthly rent for the Garage Space during the Option Term in the amount of \$1,480.00 per month.

8. **Truck Parking Area.** Landlord and Tenant hereby acknowledge and agree that Tenant shall have the right, on a non-exclusive basis, to park overnight up to seven (7) trucks in the parking lot for the Shopping Center in the area designated on **Exhibit A** attached hereto (the "**Truck Parking Area**"). Landlord shall have the right, in Landlord's sole and absolute discretion, to relocate the Truck Parking Area to another location in the parking lot for the Shopping Center upon thirty (30) days' prior written notice to Tenant. Tenant's use of the Truck Parking Area shall be governed by the terms and conditions of the Lease and Landlord's rules and regulations for the Shopping Center. Landlord shall have no liability to Tenant due to Tenant's inability to utilize parking spaces within the Truck Parking Area in connection with any temporary restrictions or modifications imposed by Landlord on Tenant's parking rights in connection with Landlord's exercise of any of its rights, or the performance of Landlord's obligations, pursuant to the terms and conditions of this Lease. Tenant shall not use more parking spaces for overnight truck parking than are allotted to Tenant pursuant to this Section 8 (this limit does not apply to Tenant's employee and visitor parking). Landlord reserves the right to charge additional fees and penalties to Tenant in the event of any unauthorized use of the parking facilities, including, without limitation, Tenant's use of any parking spaces for overnight parking in excess of the number of spaces allotted to Tenant hereunder. In the event that Landlord is unable to provide Tenant with any parking spaces pursuant to this Section, such inability shall not subject Landlord to any liability for any loss or damage resulting therefrom or entitle Tenant to any credit, abatement or adjustment of rent or other sums payable under this Lease. Tenant shall cause Tenant's employees to abide by the terms and provisions of this Section 8. Landlord shall not be liable for any damage or loss to any automobile (or property therein) parked in, on or about such parking areas, or for any injury

sustained by any person in, on or about such areas. Tenant acknowledges and agrees that, to the fullest extent permitted by law, Landlord shall not be responsible for any loss or damage to Tenant or Tenant's property (including, without limitation, any loss or damage to any Tenant automobile or the contents thereof due to theft, vandalism or accident) arising from or related to use of the parking facilities, whether or not such loss or damage results from Landlord's negligence.

9. Landlord's Notice Address. Landlord's notice address set forth in the Lease is hereby amended by deleting the address set forth therein and substituting the following address:

Landlord: Blaine Shopping Center, LLC
c/o Pine Tree Commercial Realty, LLC
1 Tower Lane, Suite 400
Oakbrook Terrace, Illinois 60181
Attention: Property Management Department

With a copy to: Blaine Shopping Center, LLC
c/o Pine Tree Commercial Realty, LLC
1 Tower Lane, Suite 400
Oakbrook Terrace, Illinois 60181
Attention: General Counsel

10. Tenant's Notice Address. Tenant's notice address set forth in the Lease is hereby amended by deleting the address set forth therein and substituting the following address:

Tenant: Rice Creek Watershed District
Attention: Administrator
4225 Pheasant Ridge Dr. NE #611
Blaine, MN 55449-4539

With a copy to: Rinke Noonan
Attention: John Kolb
Suite 300 US Bank Plaza
1015 W Saint German St.
St. Cloud, MN 56301

11. Brokers. Landlord and Tenant each hereby warrants and represents to the other party hereto that it did not deal with any real estate broker in connection with the negotiation, execution and delivery of this Sixth Amendment. Landlord and Tenant each hereby agrees to indemnify, defend, and save the other party hereto harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation, reasonable attorneys' fees, with respect to or arising out of any claims made by any real estate broker, agent or finder with respect to this Sixth Amendment in breach of the foregoing warranty and representation or claiming to have worked with the indemnifying party in connection with this Sixth Amendment. The provisions of this Section shall expressly survive the expiration or earlier termination of the Lease, as amended hereby.

12. No Consents. Tenant represents and warrants to Landlord that, as of the Effective Date of this Sixth Amendment, Tenant does not need to obtain any third-party consents or approvals in order for the terms and provisions of this Sixth Amendment to be in full force and effect and binding upon Tenant.

13. Representations and Warranties of Tenant. Tenant hereby represents, warrants, confirms and acknowledges that, as of the date hereof, the Lease, as modified hereby, is in full force and effect, Tenant is occupying the Premises in accordance with the Lease, and except as specifically set out herein, Landlord has fully performed all obligations of Landlord under the Lease, as amended. Tenant further confirms and acknowledges that Landlord is not, and would not, but for the giving of notice or the passage of time, or both, be in default of any of Landlord's obligations under the Lease. There are no defaults by Landlord or Tenant under the Lease, and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute an event of default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease. Tenant has full right, power and authority to enter into this Sixth Amendment, and this Sixth Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the rights, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises, or the right to occupy or use all or any part of the Premises, except as set forth herein above.

14. Patriot Act. Neither Tenant nor any of the parties constituting shareholders of Tenant, (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "**Order**"); (b) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"); (c) is engaged in activities prohibited in the Order; or (d) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. If any of the representations in this Section 14 are untrue, at any time during the Lease Term, Tenant shall be deemed to have breached this Lease, without the necessity of any notice to Tenant.

15. Continuing Validity. Except as specifically amended hereby, all terms, covenants and conditions of the Lease shall remain in full force and effect and are hereby ratified, approved and affirmed. This Sixth Amendment sets forth the entire agreement and between the parties with respect to the matters set forth herein. In the case of any inconsistency between the provisions of the Lease and this Sixth Amendment, the provisions of this Sixth Amendment shall govern and control. Landlord and Tenant acknowledge that the Lease and this Sixth Amendment are the only agreements between Tenant and Landlord affecting or relating to the Premises.

16. Binding. The terms and conditions of this Sixth Amendment shall be binding upon, and inure to the benefit of, Landlord and Tenant, and their respective successors and permitted

assigns. Except as specifically amended hereby, the Lease is unmodified, is hereby ratified by Landlord and Tenant and remains in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of the Lease and the terms and provisions of this Sixth Amendment, the terms and provisions of this Sixth Amendment shall govern and control.

17. Counterparts. This Sixth Amendment may be executed in one or more counterparts or counterpart signature pages attached to one copy of this Sixth Amendment, each of which shall constitute an original and all of which taken together shall constitute one agreement. Documents executed, scanned (in .PDF or similar reprographic format), and/or executed (and, as appropriate, witnessed and/or notarized) electronically using electronic signature software (e.g., DocuSign or similar software), or similar methods (each a method of “**Electronic Execution**”) and transmitted electronically shall be deemed original signatures for purposes of this Sixth Amendment and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures. Landlord and Tenant agree that this Sixth Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties the same as if it were physically executed and Landlord and Tenant hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by Landlord. Landlord and Tenant(a) consent to the Electronic Execution of the Sixth Amendment and the use of electronic signatures, (b) intend to be bound by the signatures on any document delivered via Electronic Execution; (c) are aware that the other party will rely on such Electronic Execution and electronic signatures; and (d) waive any defenses to the enforcement of the terms of this Sixth Amendment based on Electronic Execution or electronic signatures.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Lease as of the day and year first above written.

LANDLORD:

BLAINE SHOPPING CENTER, LLC
a Delaware limited liability company

By: Pine Tree Commercial Realty, LLC
an Illinois limited liability company
As Agent

By: _____
Name: Peter Borzak
Its: CEO

TENANT:

RICE CREEK WATERSHED DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
TRUCK PARKING AREA



Citizen Advisory Committee Applicants

MEMORANDUM

Rice Creek Watershed District



Date: Sept 18th, 2025
To: RCWD Board of Managers
From: Kendra Sommerfeld, Communications & Outreach Manager
Subject: Citizen Advisory Committee (CAC) Member Appointment for Vacant Positions

Introduction

The Board of Managers is required to maintain an advisory committee to advise and assist the Managers with all matters affecting the interests of the watershed district as well as to make recommendations on proposed RCWD projects and improvements. The Board appoints or re-appoints members annually or as vacancies occur.

Background

The “Advisory Committee Operating Procedures” (adopted in 2020) includes requirements for:

- A maximum of 12 members
- Up to 4 members from each of the counties of Anoka, Ramsey, and Washington (ideally) with one of those being a representative of the conservation district/department

There are 4 vacant spots on the CAC, 2 in Ramsey County and 2 in Washington County. Staff received 2 applications from Ramsey County residents.

Applicant Rice Creek Watershed District:

Jim McDonald’s Profile

- Extensive background in aerospace engineering and systems management contributes a practical and analytical perspective to watershed stewardship.
- Active involvement in local community events and lake stewardship efforts demonstrate dedication to sustainable natural resource use.
- Passionate about supporting responsible lake usage and environmental protection, ensuring long-term sustainability within the watershed.

Lisa Gebhard’s Profile

- Extensive background in public affairs management and recreation, providing a comprehensive understanding of community engagement and environmental issues.
- Active involvement in local community initiatives, native gardening, and water impact awareness demonstrate strong dedication to sustainability and watershed health.
- Passionate about promoting healthy environments and responsible water and air quality practices, aiming to support long-term sustainability within the watershed.

Staff Recommendation

Staff recommend Jim McDonald and Lisa Gebhard be appointed to the CAC.

Request for Board Consensus

Staff request Board consensus on appointing Jim McDonald and Lisa Gebhard to CAC at the following Board meeting.

Attachments

- Jim McDonald CAC Application
- Lisa Gebhard CAC Application

Citizen Advisory Committee Application



General Information

Please provide
your personal
information

FIRST NAME

Jim

LAST NAME

McDonald

M.I.

A

ADDRESS

CITY

STATE

ZIP CODE

COUNTY

EMAIL ADDRESS

PRIMARY PHONE NUMBER

IS IT A CELL PHONE ☒

SECONDARY PHONE NUMBER

ARE YOU A RCWD RESIDENT



YES, HOW LONG

12



NO

PREFERRED CONTACT

EMAIL ☐

MAIL ☐

PHONE ☒

Experience

Membership Category

☐

Soil and Water Conservation District/Department Rep.

☐

Agriculture

☐

County Board Member

☒

Citizen (at large)

☐

City or Town Official

☐

Other:

☐

Sportmen's Organization Member

Qualifications (include: education, occupation, volunteer experiences, etc.)

I hold a Bachelor's and Master's degree in Aerospace Engineering and Mechanics from the University of Minnesota and currently serve as the Director of Engineering at Honeywell. I work closely with the Federal Aviation Administration and Dept. of Defense on engineering programs in this role. In addition I've actively mentored students from both the University of Minnesota and Totino-Grace High School supporting STEM education. I also support volunteer activities at St. John's school in New Brighton.

Civic, professional and community activities (past and present)

I've served as a mentor to students through local programs, sharing career insights and STEM pathways. As a resident living on Long Lake in New Brighton, MN, I actively support conservative-minded use of our natural resources and engage with community events that foster responsible lake stewardship. Professionally I lead advanced engineering initiatives that support national defense and aviation safety.

Reasons for wanting to serve on the RCWD Citizen Advisory Committee

As a Long Lake resident, I care deeply about the health of our watershed and the long-term sustainability of the surrounding environment. With my background in complex systems and public-sector collaboration, I hope to contribute a thoughtful, practical voice to the stewardship of local water resources; I want to help ensure the RCWD continues to balance environmental protection with community needs.

Other comments

SIGNATURE

Jim A. McDonald

DATE

0 8 - 0 2 - 2 0 2 5

Please note the following before submission:

- We encourage electronic submission, but will accept applications through mail
- Once completed, save the document as "CACAPP_LASTNAME_FIRSTINTIAL_DATE"
- If emailing subject: Citizen Advisory Committee Application
- Applications for the given year must be received on or before October 31st
- CAC members are appointed by the RCWD Board of Managers annually, but are encouraged to serve for a minimum of two years
- Current members may be re-appointed to serve beyond the initial one-year term at will
- The Citizen Advisory Committee (CAC) is appointed by the Rice Creek Watershed District (RCWD) Board of Mangers to advise and assist on matters affecting the RCWD, including reports, activities, and the RCWD cost-share program
- The CAC meets six to ten times a year with no meetings scheduled for the months of July and January; the meetings held the first Wednesday of the month from 5:30-7:30 PM at the RCWD office
- The CAC consists of twelve members representing the counties in the district and various interests (see the CAC recruitment document for more details)

Please submit application to Kendra Sommerfeld

Rice Creek Watershed District
 4325 Pheasant Ridge Drive NE #611
 Blaine, MN 55449

Cell: 763-398-3073
 Email: ksommerfeld@ricecreek.org
 Visit our website: www.ricecreek.org

Citizen Advisory Committee Application



General Information

Please provide
your personal
information

FIRST NAME

Lisa

LAST NAME

Gebhard

M.I

M

ADDRESS

CITY

STATE

ZIP CODE

COUNTY

EMAIL ADDRESS

PRIMARY PHONE NUMBER

IS IT A CELL PHONE ☒

SECONDARY PHONE NUMBER

ARE YOU A RCWD RESIDENT



YES, HOW LONG

5y



NO

PREFERRED CONTACT

EMAIL



MAIL



PHONE



Experience

Membership Category

☐

Soil and Water Conservation District/Department Rep.

☐

Agriculture

☐

County Board Member

☒

Citizen (at large)

☐

City or Town Official

☐

Other:

☐

Sportmen's Organization Member

Qualifications (include: education, occupation, volunteer experiences, etc.)

Education:

BS Public Affairs Management (Indiana University, Indianapolis)

MS Recreation, Sport and Tourism (University of Illinois, Urbana-Champaign)

Occupation: Program Manager - American Lung Association (2017 to present)

Volunteer: Blue Thumb and Metro Blooms exhibit booth at the MN State Fair, Buckthorn removal events in New Brighton (Creekview Park)

Civic, professional and community activities (past and present)

Reasons for wanting to serve on the RCWD Citizen Advisory Committee

When I first started at the American Lung Association, my work primarily focused on outdoor air quality (specifically mobile source pollution/transportation sector) and now, I am working on indoor air quality grant/program. Generally speaking, I'm very interested in individual and public health along with the environment. The intersection of those two interests is one of the main draws of why I'd like to serve on the Citizen Advisory Committee.

Two years ago, I was a recipient of a Lawns to Legumes grant, installed a native garden, and have expanded it each summer since. From doing that, I've learned quite a bit about the impacts we all have on our water. This had elevated importance to me after becoming a homeowner and living very near to Rice Creek and Long Lake. I'd like to become more involved in the community through the CAC.

Other comments

SIGNATURE

L. Lehard

DATE

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 4325 Pheasant Ridge Drive NE #611
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 Visit our website: www.ricecreek.org