

	OCTOBER           S         M         T         W         T         F         S           5         6         7         8         9         10         11           12         13         14         15         16         17         18           19         20         21         22         23         24         25           26         27         28         29         30         31								
S	SMTWTFS								
			1	2	3	4			
5	6	7	8	9	10	11			
12	13	14	15	16	17	18			
19	20	21	22	23	24	25			
26	27	28	29	30	31				

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

#### **RCWD BOARD OF MANAGERS REGULAR MEETING AGENDA**

Wednesday, October 8, 2025, 9:00 a.m.

Mounds View City Hall Council Chambers 2401 County Road 10, Mounds View, Minnesota Virtual Monitoring via Zoom Webinar

Join Zoom Webinar:

https://us06web.zoom.us/j/88044748236?pwd=zebOAxAy9IARxwrWcEZTLPU4bM4cRQ.1

Passcode: 226654

+1 312 626 6799 US (Chicago) Webinar ID: 880 4474 8236

Passcode: 226654

#### **Agenda**

#### **CALL TO ORDER**

**ROLL CALL** 

#### **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.

#### **SETTING OF THE AGENDA**

#### APPROVAL OF MINUTES: SEPTEMBER 24, 2025, REGULAR MEETING

Water Quality Grant Program Cost Share Application (Molly Nelson)

No.	Applicant	Location	Project Type	Eligible	Pollutant	Funding
				Cost	Reduction	Recommendation
A25-	Kelly	6949	Shoreline	\$23,650.00	Volume:	50% cost share of
03	Vander-	Hickory	Stabilization		1,364cu-ft/yr	\$10,000 not to
	pool	Dr NE,	& Restoration		TSS: 1,912.5	exceed 50%; or
		Fridley			lbs/yr	\$10,000 whichever
					TP: 0.956 lbs/yr	cost is lower
W25-	City of	Tighe	Bio-Retention	\$74,914.25	Volume:	50% cost share of
01	Birchwood	Schmitz	Basins and		174,240	\$10,000 not to
	Village	Park	Shoreline		cu-ft/yr	exceed 50%; or
			Restoration		TSS:3,668 lbs/yr	\$10,000 whichever
					TP: 11.24 lbs/yr	cost is lower

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

BOARD OF MANAGERS

It was moved by Manager	and seconded by Manager	, to
approve the consent agenda as outlined in	the above Table of Contents i	n accordance with
RCWD Outreach and Grants Technician's R	Recommendations, dated Octob	ber 1. 2025.

#### **ITEMS REQUIRING BOARD ACTION**

- 1. City of Forest Lake Cost Share for Clear Lake Shoreline (Matt Kocian)
- 2. Water Quality Grant Program Approval (Molly Nelson)
- 3. Citizen Advisory Committee Applicants (Kendra Sommerfeld)
- 4. League of Minnesota Cities Liability Coverage-Waiver Form (Nick Tomczik)
- 5. RCWD Website ADA Compliance (Kendra Sommerfeld)
- 6. Ramsey County GIS User Group (Matt Kocian)
- 7. Letter of Support for Mounds View's ReLeaf Grant Application (Tom Schmidt, Kendra Sommerfeld)
- 8. Check Register Dated October 8, 2025, in the Amount of \$203,341.83 Prepared by Redpath and Company

#### **ITEMS FOR DISCUSSION AND INFORMATION**

- 1. District Engineer Updates and Timeline
- 2. Administrator Updates
- 3. Manager Updates

### APPROVAL OF MINUTES: SEPTEMBER 24, 2025, REGULAR MEETING

#### DRAFT

For Consideration of Approval at the October 8, 2025 Board Meeting.

Use these minutes only for reference until that time.

Wednesday, September 24, 2025

#### REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Mounds View City Hall Council Chambers 2401 County Road 10, Mounds View, Minnesota

Meeting also conducted by alternative means (teleconference or video-teleconference) from remote locations

5

6

7

8

#### **Minutes**

#### **CALL TO ORDER**

President Michael Bradley called the meeting to order, a quorum being present, at 9:00 a.m. He noted that Manager Wagamon would be listening to the meeting via electronic means but would not be participating in any votes.

9 10 11

#### **ROLL CALL**

Present: President Michael Bradley, 1<sup>st</sup> Vice-Pres. John Waller, Treasurer Marcie Weinandt, 2<sup>nd</sup> Vice-Pres. Steve Wagamon (via electronic means only monitoring), and Secretary Jess Robertson

14

Absent: None

151617

Staff Present: Administrator Nick Tomczik, Regulatory Manager Patrick Hughes, Watershed

Technician/Inspector Will Roach, Project Manager David Petry, Technician Emmet Hurley

(video-conference), Office Manager Theresa Stasica

19 20

18

21 Consultants: District Engineer Chris Otterness from Houston Engineering, Inc. (HEI) and District Attorney

John Kolb from Rinke Noonan (video-conference)

2223

24 Visitors: None

2526

#### **SETTING OF THE AGENDA**

District Administrator Tomczik requested the addition of Action Item #4 - New Brighton 2022 & 2024 Stormwater Management Grants Awards, and renumber the remaining items.

2930

Motion by Manager Robertson, seconded by Manager Weinandt, to approve the agenda as amended.

31 **Motion carried 4-0.** 

3233

#### **OPEN MIC/PUBLIC COMMENT**

34

#### READING OF THE MINUTES AND THEIR APPROVAL

Minutes of the September 8, 2025, Workshop and September 10, 2025, Board of Managers Regular Meeting. Motion by Manager Robertson, seconded by Manager Weinandt, to approve the minutes as presented. Motion carried 4-0.

#### **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 an opportunity for discussion:

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

44	No.	Applicant	Location	Plan Type	Recommendation
45	25-053	<b>Hampton Properties</b>	Lino Lakes	Final Site Drainage Plan	CAPROC 6 items
46		VIII, LLC		Land Development	
47				Public/Private Drainage S	ystem
48	25-077	ACR Properties	Shoreview	Final Site Drainage Plan	CAPROC 8 items

It was moved by Manager Weinandt and seconded by Manager Robertson, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer's Findings and Recommendations, dated September 16, 2025.

#### ITEMS REQUIRING BOARD ACTION

1. 2026 Stormwater Management Grant Program

Watershed Technician/Inspector Roach explained that staff was seeking authorization to release the 2026 Stormwater Management Grant Program and the corresponding documents. He reviewed the updated language proposed by staff and CAC for inclusion in the Program Guidelines and Application.

President Bradley confirmed that the deadline for applying was November 14, 2025, and asked when this was expected to go out.

Watershed Technician/Inspector Roach stated that if the Board approved it today, he would get it out by the end of the week or early next week.

Motion by Manager Waller, seconded by Manager Weinandt, moves to authorize staff to initiate the 2026 Stormwater Management Grant program and to notify potential applicants of funding availability by publishing the attached Request for Proposals. Motion carried 4-0.

Motion by Manager Waller, seconded by Manager Weinandt, moves to approve the HEI Task Order 2025 – 017 for Engineering review of the 2026 Stormwater Management Grant program applications and delegates signature authority to the Administrator on the advice of counsel.

Manager Weinandt noted that the Board had discussed this at one of their workshop meetings, so they had reviewed it. She stated that she was at the CAC meeting when this was reviewed and knew they would appreciate the approach staff had taken to address their concerns.

Motion carried 4-0.

#### 2. Resolution 2025-09 Supporting Rice Creek Watershed District State Bonding Request - Jones Lake Project

Project Manager Petry stated this resolution was in support of the Jones Lake Project. He outlined the bonding bill request that had been submitted to the State Legislature for 2026. He explained that they have requested letters of support/resolutions from New Brighton and Roseville. He noted that the proposed resolution would make it clear that the Board also supported this request.

President Bradley asked Project Manager Petry to update the Board on the tour that is to take place on the various projects.

Project Manager Petry stated that the tour will take place in mid-November, but they do not have the specific times and dates yet. He explained that they had requested to be a stop on the bonding bill tour and noted that they have considered having the brief stop by at Hansen Park since there is a similar project to actually look at there, and access to Jones Lake can be difficult.

Manager Weinandt stated that there was also a letter of support from the Ramsey County League of Cities. She stated that she felt Project Manager Petry had done an excellent job presenting to them.

Manager Waller asked for more information about who will be on the tour and where it will begin and end.

District Administrator Tomczik noted that it would be the State legislators.

Manager Waller stated that there was a tour like this a few years ago and noted that he just wanted the audience to understand who would be taking part in this tour.

District Administrator Tomczik explained that this tour was for the State bonding and noted that they do not have details yet, but were invited to participate because the District had asked for funding. He stated that once they have the details, they will share them with the Board and the elected representatives to ensure they know about it and how important it is to the District.

Motion by Manager Weinandt, seconded by Manager Bradley, to adopt Resolution 2025-09 Supporting Rice Creek Watershed District State Bonding Request for the Jones Lake Project.

NOW, THEREFORE, BE IT RESOLVED that the Rice Creek Watershed District Board of Managers supports the Rice Creek Watershed District's request for State bonding in the amount of \$6.84 million for the final phase of construction of the Jones Lake Project.

117118119

120

121

122

123124

115

116

#### **ROLL CALL:**

Manager Bradley – Aye Manager Robertson – Aye Manager Wagamon – Absent Manager Waller – Aye Manager Weinandt – Aye Motion carried 4-0.

125126127

128

129

130

131

132

#### 3. District Professional Development Assistance – David Petry

District Administrator Tomczik stated that this item seeks future reimbursement for Project Manager Petry for professional development/educational assistance. He explained that Project Manager Petry was pursuing an online Project Management Certificate through the University of Minnesota College of Continuing and Professional Studies. He briefly reviewed the reimbursable program costs and explained that the course of study applied to the District's needs. He reminded the Board that the reimbursement requires satisfactory course completion.

133134135

136137

Motion by Manager Waller, seconded by Manager Robertson, to approve reimbursement of the University of Minnesota's College of Continuing & Professional Studies Project Management Program courses supporting Project Management Certificate when Mr. Petry demonstrates successful completion of each course with a certificate of course completion.

138139140

Manager Robertson asked if they should add language to the motion regarding the not-to-exceed amount.

141142143

144145

146

Amending motion by Manager Waller, seconded by Manager Robertson, to approve reimbursement, in an amount not to exceed \$4,860, for Project Manager Petry for the University of Minnesota's College of Continuing & Professional Studies Project Management Program courses supporting Project Management Certificate when Mr. Petry demonstrates successful completion of each course with a certificate of course completion.

147148149

150

151

Manager Waller stated he believed that Project Manager Petry was the third employee to take advantage of this educational assistance opportunity. He informed Project Manager Petry that Hamline University has a wonderful Public Administration school, which has had courses used by members of the District in the past.

152153154

Motion carried 4-0.

155

#### 4. City of New Brighton 2022 & 2024 Stormwater Management Grants

Watershed Technician/Inspector Roach explained that staff was asking for Board approval to ratify grant funds that were awarded to New Brighton for their 2022 Stormwater Management Grant to their 2024 Stormwater Management Grant project. He stated that after the grant was awarded in 2022, New Brighton had determined that their proposed project site was no longer viable due to site constraints. He stated that when this happened, they discussed the situation with staff, and there was a notion that, in addition to their 2024 grant funds, they would also be able to use the funds they had been awarded in 2022. He explained that there did not appear to be a definitive record on that within the District, which is why they were presenting this to the Board today. He outlined the projected construction costs for New Brighton's 2024 Stormwater Management project and explained that if the Board approved this, the contribution would be less than 50% of the total construction costs, so it would be within alignment of the program guidelines and recommended approval.

District Administrator Tomczik stated that the District had budgeted the 2022 grant award in subsequent years, committed funds that the Board brought forward, so when the City demonstrates success in the project, the District would pay them out. He explained that because this money had continued to be brought forward, it spoke to the notion referenced by Watershed Technician/Inspector Roach that the discussion they had about the City of New Brighton getting both grant amounts for their new project was consistent with protocol. He explained that staff was asking the Board to add clarity to the record in approving moving those funds into the 2024 project undertaken by New Brighton.

Manager Weinandt asked for details about New Brighton's project.

Watershed Technician/Inspector Roach explained that the 2022 project was a flood mitigation project at their Public Works site, and the 2024 project was stormwater improvements along 4<sup>th</sup> Street NW to alleviate flooding in that corridor.

District Engineer Otterness stated that the 4<sup>th</sup> Street NW project was specifically referenced in the RCD 2, 3, 5 Basic Water Management Project, and had also been verified through the District's model that it would not be problematic downstream and would also help with timing to get the water out more quickly before the bigger flush came in from downstream. He stated that it worked out well with what the District was doing, which was why they supported its funding.

Motion by Manager Bradley, seconded by Manager Weinandt, to Approve Reallocation of the 2022 Stormwater Management Grant Funds awarded to New Brighton of \$100,000 to the 2024 Stormwater Management project, and delegate signature authority to the District Administrator for a revised contract between the City of New Brighton and the District.

Motion carried 4-0.

197198

5. Check Register Dated September 24, 2025, in the Amount of \$363,743.57 and September Interim Financial Statements Prepared by Redpath and Company

199200201

Motion by Manager Weinandt, seconded by Manager Waller, to approve the check register dated September 24, 2025, in the amount of \$363,743.57 and the September Interim Financial Statements prepared by Redpath and Company. Motion carried 4-0.

203204205

202

#### **ITEMS FOR DISCUSSION AND INFORMATION**

206 **1. T** 

Twin Cities Army Ammunition Plant Slideshow

Due to technical difficulties, President Bradley moved on to staff reports.

207208209

#### 2. Staff Reports

210

#### 3. October Calendar

211212213

214

215

216

#### 4. Administrator Updates

District Administrator Tomczik stated that he had attended the Minnesota Association of Watershed Administrators meeting, where they discussed the new Minnesota State law related to Paid Family Leave. He noted that the West Pine Street culvert was lowered to its ACSIC on September 22, 2025.

217218219

220221

222

223224

225

226

227228

#### 5. Managers' Updates

Manager Weinandt stated that she had attended the Clean Water Council tour of the Mississippi Headwaters area, which she found fascinating. She noted that in that area, they have all completed their 'one watershed, one plan' plans, but explained that there were no watershed districts up there, so it was a different way to organize things. She stated that she had served on the Clean Water Council for the last 5 years as the watershed representative and would be resigning as of January 1, 2025. She explained that her position would be taken over by Andy, who is a watershed manager from southern Minnesota. She stated that she and various District staff members would be attending the Minnesota Water Resources Conference in a few weeks. She stated in the upcoming Minnesota Watersheds newsletter; there will be a request for them to complete a short survey as they approach the next budget year within the Clean Water Fund.

229230231

Regulatory Manager Hughes stated that there continued to be technical issues and suggested that he bring the presentation to a future Workshop meeting.

232233234

235

#### **ADJOURNMENT**

Motion by Manager Waller, seconded by Manager Robertson, to adjourn the meeting at 9:36 a.m. Motion carried 4-0.

236237

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

No.	Applicant	Location	Project Type	Eligible	Pollutant	Funding
				Cost	Reduction	Recommendation
A25-	Kelly	6949	Shoreline	\$23,650.00	Volume:	50% cost share of
03	Vander-	Hickory	Stabilization &		1,364cu-ft/yr	\$10,000 not to
	pool	Dr NE,	Restoration		TSS: 1,912.5	exceed 50%; or
		Fridley			lbs/yr	\$10,000 whichever
					TP: 0.956 lbs/yr	cost is lower
W25-	City of	Tighe	Bio-Retention	\$74,914.25	Volume: 174,240	50% cost share of
01	Birchwood	Schmitz	Basins and		cu-ft/yr	\$10,000 not to
	Village	Park	Shoreline		TSS: 3,668 lbs/yr	exceed 50%; or
			Restoration		TP: 11.24 lbs/yr	\$10,000 whichever
						cost is lower

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 Outreach and Grants Technician's Recommendations, dated October 1, 2025.

#### **MEMORANDUM**

#### **Rice Creek Watershed District**



Date: October 1st, 2025

To: RCWD Board of Managers

From: Molly Nelson, Outreach and Grants Technician

Subject: Water Quality Grant Application, A25-03 Vanderpool Shoreline Restoration

#### Introduction

A25-03 Vanderpool Shoreline Restoration

• Applicant: Kelly Vanderpool

Location: 6949 Hickory Dr NE, Fridley
Total Eligible Project Cost: \$23,650.00

• RCWD Grant Recommendation: \$10,000.00 (50%)

#### **Background**

The A25-03 Vanderpool Shoreline Restoration Water Quality Grant application proposes a shoreline restoration of minor regrading, moderate riprap installation, and a vegetated buffer on Locke Lake in Fridley. The project location scored a value of 17 on the Water Quality Grant Program Screening form and is eligible for the RCWD Water Quality Grant program. The Anoka Conservation District (ACD) drafted the designs for the project and provided recommendations for a cost-share grant award which has been reviewed and approved by RCWD staff.

The estimated pollutant reductions for the proposed project are:

- 1,364 cu-ft/yr reduction in volume
- 1,912.5 lbs/yr reduction in total suspended solids (TSS)
- 0.956 lbs/yr total phosphorus (TP).

The Anoka Conservation District provided a cost estimate amounting to \$21,644.40.

The applicant obtained 2 bids for the project:

- Borers Outdoors: \$37,380.00
- JK Landscape Construction: \$23,650.00

The project application was discussed at the CAC meeting on October 1st, 2025.

#### **Staff Recommendation**

RCWD's Citizen Advisory Committee and Staff recommend that the RCWD Board of Managers approve Water Quality Grant funds for A25-03 Vanderpool Shoreline Restoration.

#### **Request for Proposed Motion**

Manager \_\_\_\_\_ moves to authorize the RCWD Board President, on advice of counsel, to approve the Water Quality Grant Contract for A25-03 Vanderpool Shoreline Restoration of \$10,000 not to exceed 50% of eligible project costs or up to \$10,000.00, whichever amount is lower, as outlined in the consent agenda and in accordance with the RCWD Staff's recommendation and established program guidelines.

#### **Attachments**

Water Quality Grant A25-03 Vanderpool Shoreline Restoration application documents.



#### ANOKA CONSERVATION DISTRICT

1318 McKay Drive NE, Suite 300 Ham Lake, MN 55304 Phone: (763) 434-2030 Fax: (763) 434-2094

www.AnokaSWCD.org

#### **MEMORANDUM**

TO: RCWD Board of Managers and Citizen Advisory Committee

FROM: Breanna Keith, Water Resource Specialist

DATE: September 22, 2025

SUBJECT: Water Quality Grant Program Application – Vanderpool Lakeshore Restoration,

Locke Lake, Fridley

The following summarizes the RCWD Water Quality Grant Program application to cost-share the installation of a shoreline restoration project along 85 linear feet of eroding shoreline on Locke Lake in Fridley. Project components include fieldstone rock riprap, shoreline regrading, and a 400 square foot native buffer planting.

#### PROJECT DESCRIPTION

Locke Lake is currently listed as 'Not Classified' through RCWD's lakes management classification system. It contains a small gravel public access ramp. Motorized boats are restricted on Locke Lake. Therefore, natural wave action and large water level fluctuations resulting from the dam at the lake's outlet are the primary causes of erosion.

The Vanderpool property is located on the northern shoreline of Locke Lake, and therefore receives some minor to moderate wave action from wind, particularly in the late spring when southerly winds dominate. Water level fluctuations of 1.5' - 2' are regularly observed, making these fluctuations the primary culprit of erosion here and elsewhere on the lake. Some rock riprap was installed along the shoreline many years ago prior to the current owners' purchase of the property. Now, much of that rock has crumbled into the lakebed, resulting in erosion along the shoreline above and the resulting formation of a vertical slope with exposed soils struggling to support native vegetation. As such, installing a shoreline restoration project here would reduce associated sediment and nutrient loading to Locke Lake. With the incorporation of a native vegetation buffer, it will also filter runoff stemming from the steeply sloped yard behind.

#### **PROJECT DESIGN**

We recommend installing moderate rock riprap paired with shoreline re-grading and a buffer of native vegetation to address ongoing erosion on this shoreline. These landowners have attempted to plant native vegetation along the shoreline above the existing rock, but this it has struggled to grow due to the steep slope at the water's edge and ongoing erosion from wave action and fluctuating water levels. Other bioengineering practices, such as the installation of biologs, have failed to provide long-term protection elsewhere on this lake. As such, we recommend installing field stone rock to the elevation at which vegetation won't grow, re-grading the shoreline above to a stable slope, and planting a buffer of diverse native vegetation throughout. Existing native vegetation and rock riprap will be salvaged and reinstalled, where possible. The buffer will replace an area currently dominated by reed canary and turf grass, thereby providing additional stability and water quality and habitat benefits. The total area of the buffer planting encompasses 400 square feet.

#### **ESTIMATED POLLUTANT REDUCTIONS**

Pollutant reductions associated with direct erosion were estimated using the Wisconsin NRCS erosion calculator, and pollutant and volume reductions associated with filtration from the buffer planting were

estimated using WinSLAMM. From that, the estimated reductions associated with this project are as follows:

- Total suspended solids 1,912.5 lbs/ year (19,125 lbs over effective life)
- Total phosphorus 0.956 lbs/ year (9.56 lbs over effective life)
- Volume 1,364 cf/yr (13,640 cf over effective life)

#### **ELIGIBLE EXPENSES AND REQUESTED FUNDING**

The grant request outlined in this section is based on two quotes: one provided by JK Landscape Construction, and the other by Borers Outdoor Services. See attached quotes for details. Mobilization and site restoration costs are often elevated on Locke Lake projects given the challenges tied to accessing shorelines through narrow and steep routes.

#### **RCWD Water Quality Grant Program Summary**

Contractor	Total Quote	Max RCWD Grant Amount (50% up to \$10,000)	Landowner Responsibility (>50%)	RCWD Grant Amount Recommended
JK Landscape Construction	\$23,650.00	\$10,000.00	\$13,650.00	\$10,000.00
Borers Outdoor Services	\$37,380.00	\$10,000	\$27,380.00	N/A

#### STAFF NOTES

The Vanderpools are motivated to maximize the water quality and habitat benefits that their shoreline is capable of providing. They have tried addressing erosion through the addition of some native vegetation, but this approach alone hasn't prevented the noticeable loss of shoreline that the Vanderpools have observed in the 8 years since they purchased this property. The combination of rock riprap, re-grading, and a native buffer planting will provide longer-term stability in this unique erosion scenario while naturalizing the shoreline.

#### RECOMMENDATION

Approve Water Quality Grant Program application for cost-share up to \$10,000.

#### **SITE PICTURES**

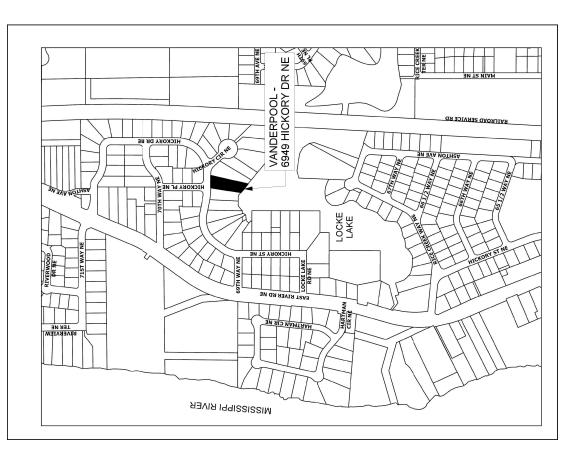
**Figure 1:** Current bank condition. The red line indicates the upper extent of the eroding area, which is typically obscured by overhanging reed canary grass.



**Figure 2:** Current bank condition. The red line indicates the upper extent of the eroding area, which is typically obscured by overhanging reed canary grass.



# VANDERPOOL LAKESHORE RESTORATION



Fridley, ANOKA COUNTY

# PROJECT LOCATION

# **EXISTING CONDITIONS SPRING 2025**



FROM WATER ACCESS, FACING W



FROM WATER ACCESS, FACING E

## PROJECT SYNOPSIS

the height of active erosion, and planting a dense buffer Stabilize and restore 75 linear feet of eroding shoreline stable 3H:1V slope, installing field stone rock riprap to has since crumbled into the lake, will be salvaged and of native vegetation throughout. Much of the existing rock riprap, which was installed many years ago and dominated by reed canary grass by re-grading to a



1318 MCKAY DR. NE, SUITE 300 HAM LAKE, MN 55304 763-434-2030 www.AnokaSWCD.org

PROJECT: VANDERPOOL LAKESHORE STABILIZATION

LOCATION: 6949 HICKORY DR NE FRIDLEY, MN 55432

CLIENT: KELLY VANDERPOOL

DESIGNER: BREANNA KEITH
DATE: 08/19/2025
REVISION:
REVISION:

**NRCS PRACTICE #: 580** 

IAA SIGNATURE/DATE: XX/XX/2024 NRCS PRACTICE #:

IAA SIGNATURE/DATE:

orior to digging at 651-454-0002 to have utilities marked. 2. Follow design details. If there are

ines or questions, contact the Anoka Inservation District (763-434-2030)

CALE: VARIABL

PROJECT LOCATION

SHEET 1/6

15



SHEET 2/6

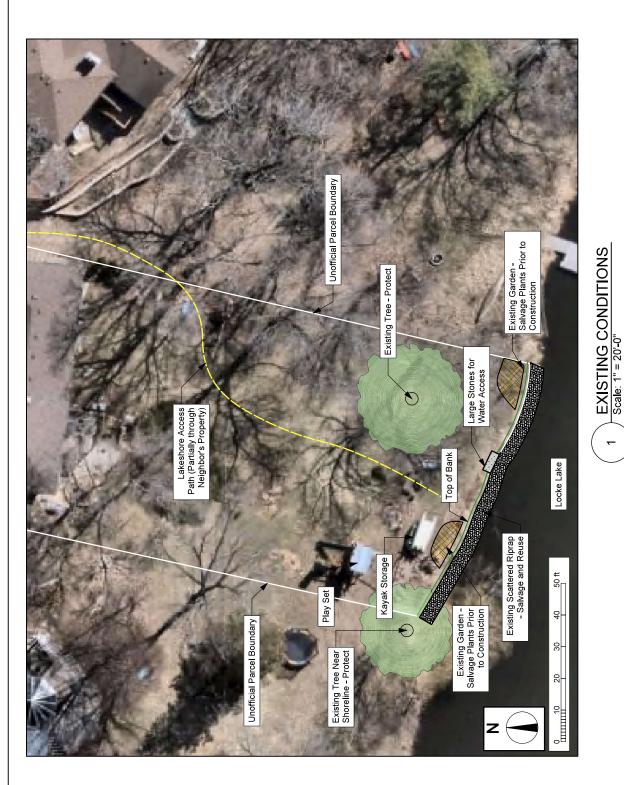
Contact Gopher One at least 48 hours prior to digging at 651-454-0002 to have utilities marked.
 Follow design details. If there are

JAA SIGNATURE/DATE:

NOTES:

issues or questions, contact the Anoka Conservation District (763-434-2030) pir to making any changes.

SCALE: VARIABLE



1318 MCKAY DR. NE, SUITE 300 HAM LAKE, MN 55304 763-434-2030 www.AnokaSWCD.org

PROJECT; VANDERPOOL LAKESHORE STABILIZATION

LOCATION: 6949 HICKORY DR NE FRIDLEY, MN 55432

DESIGNER: BREANNA KEITH
DATE: 08/19/2025
REVISION:
REVISION:

NRCS PRACTICE #: 580

JAA SIGNATURE/DATE:

NRCS PRACTICE #:

CLIENT: KELLY VANDERPOOL

Class II Field Stone Rock Riprap (85 LF | 433 SF) with Type 7 Geotextile Fabric Underlay

Buffer Planting Area with Mulch and Erosion Control Blanket (77 LF | 414 SF)

Shoreline Re-Grading (85 LF | 263 SF)

**NRCS PRACTICE #: 580** 

JAA SIGNATURE/DATE:

NRCS PRACTICE #:

IAA SIGNATURE/DATE:

NOTES:

Contact Gopher One at least 48 hours prior to digging at 651-454-0002 to have utilities marked.
 Follow design details. If there are

Leave 8' Extent Adjacent to Dock Clear of Buffer Planting for Lake Access; Seed Re-Graded Zone with Fescue Grass

Rock Riprap and Re-Grading Cross Section A-A'; See Following Sheet

Return Salvaged Plants from Existing Gardens to New Buffer Planting Areas

Landowners to Remove Existing Near-Shore Obstructions as Needed to Complete Work

ssues or questions, contact the Anoka conservation District (763-434-2030) pir to making any changes.

SCALE: VARIABLE

CONDITIONS **PROPOSED** 

**SHEET 3/6** 

PROPOSED CONDITIONS Scale: 1" = 10'-0"

 $\alpha$ 

# 50 1

40

30

20

10

Cover all Exposed Soils from Re-Grading with Biodegradable Erosion Control Fabric

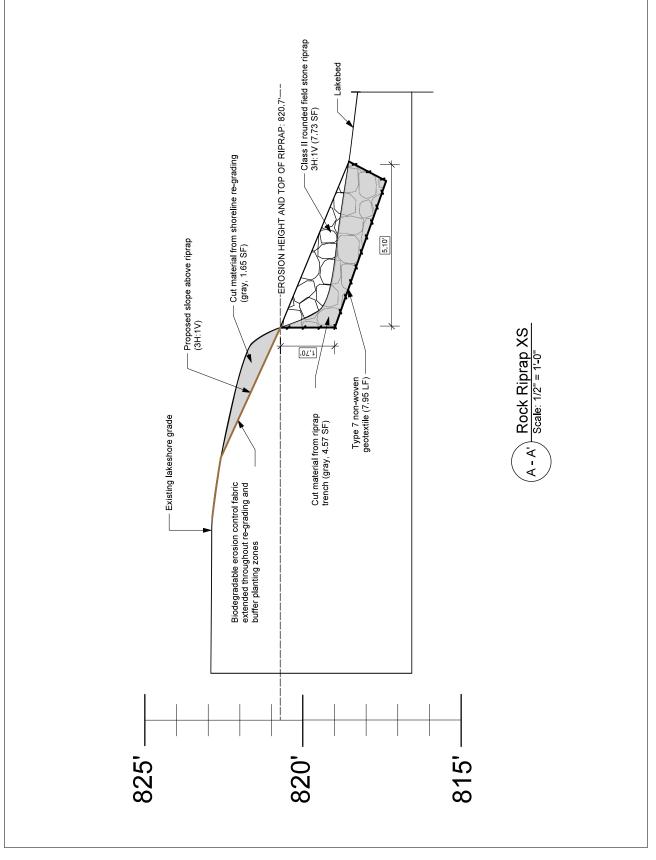
◂

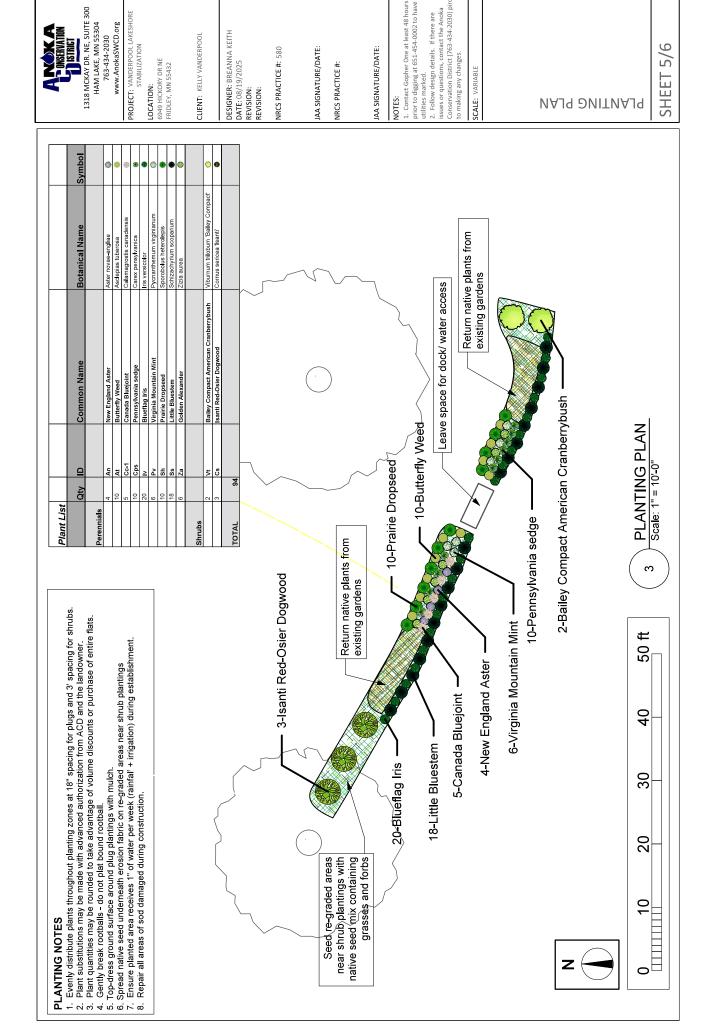
See Sheet 5 for Buffer Planting Plan

Z

Combine Salvaged and New Supplemental Rock to Achieve Specified Riprap Profile







- 1. Secure contractor If hining a contractor, landowner solicits at least two quotes and selects lowest-bidding contractor. If doing work themselves, in-kind match for labor will be calculated
  - 2. Pre-construction meeting ACD staff hold brief pre-construction meeting with landowner(s) and selected contractor (if applicable)
- Verify property boundary Contractor and/or landowner must verify that project extents fit within property boundaries.
   Utility locate Contract Gopher One at least 48 hours proir to digging at 651-454-0002 to have utilities marked. Landowner to mark any private utilities.
   Luptout and herbicide (if being used) Mark planting areas. Before or affer grading treat existing vegetation within planting area with diphosate herbicide. Do not remove the sod or till/grade except where required to a schedule and or a quality section within planting areas. Before or affer grading treat existing and an aquatic-safe glyphosate is required. No herbicide should be applied to existing emergent aquatic plants, such as cattails or other vegetation if herbicide everspray into the lake may occur in mitigal treatment. Landscape fabric and/or erosion control blanket and mulch may occur immediately thereafter. Planting may occur no
  - sooner than five days after the second herbicide treatment.
- 6. Re-grade shoreline and install riprap See cross-sections for riprap details. Dig riprap toe trench, install Type 7 geotextile fabric, and place Class II field stone riprap (variety of rock diameters ranging from 4" to 12").
  7. Install erosion control blanket throughout re-grading and buffer planting areas Ensure erosion control blanket is installed as per manufacturer's specifications, including staking, edge overlap, and burying terminal
  - edges in trenches.
  - 8. Mulch Spread 3" thick maximum layer of double-shredded hardwood mulch in plug planting areas.
    9. Plant For each plant, pull mulch aside and cut an "X" in the landscape fabric or erosion control blanket. A cordless drill with bulb auger may be used to make plant hole. All plants should be spaced as shown in planting
- Watering Landowner will ensure that planting receives at least 1" of water per week through October. The first 60 days after planting are most critical.
- Landowner weeding Landowner will remove weeds approximately every two weeks. Any plant in the project area that was not planted should be removed (except aquatic plants like cattails, where State law governs) Landowner maintenance - As needed, remove weeds and refresh mulch. After the first growing season the need for watering will be minimal, but during drought conditions ocassional watering is beneficial.
- · Materials and plant substituions may be made with advanced authorization from ACD.
- Direct questions to Breanna Keith at 763-434-2030 ext 160 or breanna keith@anokaswcd.org

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
1	MOBILIZATION	EA	1
2	HERBICIDE EXISTING VEGETATION (RODEO OR SIMILAR AQUATIC-SAFE GLYPHOSATE CONCENTRATE, 2 APPLICATIONS)	SF.	300.0
en	COMMON EXCAVATION, EV*	₹	20.0
4	HAUL AND DISPOSE OF EXCESS MATERIAL, EV*	č	20.0
5	SALVAGE EXISTING ROCK RIPRAP ALONG SHORELINE	TON	15.0
9	TYPE 7 GEOTEXTILE	SY	75.0
7	CLASS II FIELD STONE RIPRAP (SIZE DISTRIBUTION 4" TO 12" DIAMETER) (MIX WITH SALVAGED ROCK)	TON	20.0
60	EROSION CONTROL BLANKET (CATEGORY 30) AND BIO-STAKES (BIODEGRADABLE)	λS	46.0
6	DOUBLE SHREDDED HARDWOOD MULCH (3" MAX)	ζ√	4.0
10	1" PLANT PLUG (ALL SPECIES NOT LISTED IN OTHER SIZES BELOW)	EA	69
11	4" PLANT POTS (BLUE-FLAG IRIS AND DWARF BUSH HONEYSUCKLE)	EA	22
12	1-GALLON PLANT POT (RED OSIER DOGWOOD)	EA	3
13	FESCUE SEEDING (FOR REGRADING WATER ACCESS ZONE IN BETWEEN BUFFER PLANTINGS)	SF	32.0
7	RESTORATION OF ANY SITE ACCESS PATHS AND/OR STAGING AREAS	ST	-



1318 MCKAY DR. NE, SUITE 300 HAM LAKE, MN 55304 www.AnokaSWCD.org 763-434-2030

ROJECT: VANDERPOOL LAKESHORE STABILIZATION

1949 HICKORY DR NE RIDLEY, MN 55432 LOCATION:

CLIENT: KELLY VANDERPOOL

**DESIGNER: BREANNA KEITH** DATE: 08/19/2025 REVISION:

REVISION:

**NRCS PRACTICE #: 580** 

IAA SIGNATURE/DATE:

**NRCS PRACTICE #:** 

IAA SIGNATURE/DATE:

prior to digging at 651-454-0002 to have NOTES:

nservation District (763-434-2030) pi Follow design details. If there are sues or questions, contact the to making any changes. utilities marked.

SCALE: VARIABLE

**QUANTITIES ESTIMATED** SEQUENCE AND CONSTRUCTION **PROPOSED** 

9/9

SHEET

					EXTENDED
NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	PRICE
1	MOBILIZATION	EA	1.0	\$2,000.00	\$2,000.00
	HERBICIDE EXISTING VEGETATION (RODEO OR SIMILAR AQUATIC-SAFE				
2	GLYPHOSATE CONCETRATE, 2 APPLICATIONS)	SF	300.0	\$1.50	\$450.00
3	COMMON EXCAVATION, EV*	CY	20.0	\$45.00	\$900.00
4	HAUL AND DISPOSE OF EXCESS MATERIAL, EV*	СУ	20.0	\$75.00	\$1,500.00
5	SALVAGE EXISTING ROCK RIPRAP ALONG SHORELINE	TON	15.0	\$100.00	\$1,500.00
9	TYPE IV GEOTEXTILE FABRIC	SY	75.0	00.5\$	\$375.00
	CLASS II FIELD STONE RIPRAP (SIZE DISTRIBUTION 4" TO 12" DIAMETER)				
	(COMBINE WITH SALVAGED ROCK)	TON	20.0	\$300.00	\$6,000.00
	EROSION CONTROL BLANKETS (CATEGORY 4) AND BIO-STAKES				
7	(BIODEGRADABLE)	SY	46.0	\$7.00	\$322.00
6	DOUBLE SHREDDED HARDWOOD MULCH (3" MAX)	CY	4.0	\$100.00	\$400.00
10	1" PLANT PLUG (ALL SPECIES NOT LISTED IN OTHER SIZES BELOW)	EA	0.69	\$10.00	\$690.00
11	4" PLANT POTS (BLUE-FLAG IRIS AND DWARF BUSH HONEYSUCKLE)	EA	22.0	\$15.00	\$330.00
12	1-GALLON PLANT POT (RED OSIER DOGWOOD)	EA	3.0	00.08\$	\$90.00
	FESCUE SEEDING (FOR THE RE-GRADED WATER ACCESS ZONE IN-BETWEEN				
13	BUFFER PLANTINGS)	SF	32.0	\$15.00	\$480.00
14	RESTORATION OF ANY SITE ACCESS PATHS AND/OR STAGING AREAS	LS	1.0	\$3,000.00	\$3,000.00

\$18,037.00

SUBTOTAL 20% CONTINGENCY

**GRAND TOTAL** 

\$3,607.40 \$21,644.40

#### breanna.keith@anokaswcd.org

From: Kelly Vanderpool <vanderpool.kelly@gmail.com>

Sent: Monday, September 22, 2025 8:18 AM

To: breanna.keith@anokaswcd.org
Subject: Fwd: Lake shore restoration bid

This is the second quote for lakeshore restoration at 6949 Hickory Dr NE Fridley.

I see it's just an amount and not itemized. I hope that's sufficient!

Take Care, Kelly Vanderpool

Begin forwarded message:

**From:** Brittany & Brady <br/>
September 21, 2025 at 7:41:24 PM CDT

To: Kelly Vanderpool <vanderpool.kelly@gmail.com>

**Subject: Re: Lake shore restoration bid** 

Good evening Kelly. For the proposed job description and design. Including the planting plan for your shoreline project from the RCWD. The final quote after taxes is \$37,380.00

As fall approaches one concern is possibly not finding everything that needs to be planted. Or it not being in the healthiest state. Could always plant any that we can't get in the spring also.

And one more concern. It's just a suggestion, but with the freezing and thawing that occurs, and after fighting the erosion issue at Eric and Michelle's shoreline. We would put a larger 18-24"line of fieldstone along the riprap toe/trench. (The First row in the water) Then run the 4-12' rounded fieldstone mixture they suggested, down to that solid row. That would ensure better retaining. This lake floor as you know is like quicksand, I would just hate to see it settle and start rolling away into the muck after all that hard work.

Thank you for reaching out and considering Borers Outdoor Services, we appreciate it greatly. If you have any questions feel free to contact me.

Here is my work email

Borersoutdoors@gmail.com
763-245-3437

Thanks

**Brady Borer** 

By On Sat, Sep 20, 2025 at 11:34 PM Kelly Vanderpool <<u>vanderpool.kelly@gmail.com</u>> wrote:

Sounds good! My son has baseball games through the afternoon and we will be in and out. You are welcome to stop by! I'll also attach the plans from Rice Creek Watershed District.

Take Care, Kelly Vanderpool

On Sep 20, 2025, at 8:34 PM, Brittany & Brady < bborer26@gmail.com > wrote:

Hi Kelly -

I will stop by Sunday afternoon to take a peek and get some numbers put together. You don't have to be there if you're busy, but let me know if it's ok if I come take a look.

**Thanks** 

**Brady** 

On Fri, Sep 19, 2025 at 10:36 AM Kelly Vanderpool <a href="mailto:vanderpool.kelly@gmail.com">vanderpool.kelly@gmail.com</a>> wrote:

Hello!

I'm sorry to rush, I just am checking in on the estimate for the lake shore restoration. My contact through Anoka county would like to submit the application for this project next Tuesday to the Rice Creek Watershed District board. Ideally she would like to have the numbers by Monday. If that's not possible it's not a huge deal, but the project would be earmarked for funding.

I've attached the plans they developed. If you have the time to put a quote together, we would appreciate it!

Take Care, Kelly Vanderpool



#### JERRY KONZ (320) 980-2710 jerry@jklandscape.com

#### **ESTIMATE**

#### 19512 HUBBLE ROAD CLEARWATER, MN 55320

DATE	ESTIMATE #
9/20/2025	9449

OF	FICE U	SE ONI	LY:
Р	ı	D	L

**CONTRACTOR #: BC631037** 

#### CUSTOMER MAILING ADDRESS:

Kelly Vanderpool 6949 Hickory Dr. NE Fridley, MN 55432 **PROJECT ADDRESS:** 

608-215-0736

ASK ABOUT AVAILABLE FINANCING!!

DESCRIPTION	QTY	RATE	TOTAL
Mobilization	1	2,500.00	2,500.00
Herbicide existing vegetation (rodeo or similar aquatic-safe glyphosate concentrate, 2 applications)	300	3.00	900.00
Common Excavation	20	60.00	1,200.00
Haul and Dispose of excess material	20	75.00	1,500.00
salvage existing rock rip rap along shoreline	15	75.00	1,125.00
type 7 geotextile	75	12.00	900.00
class 2 fieldstone rip rap (4"-12" in diameter) and mix with salvaged rock	20	400.00	8,000.00
erosion control blanket (cat. 30) and bio-stakes	46	30.00	1,380.00
double shredded hardwood mulch (3" max)	4	190.00	760.00
1" plant plugs	69	10.00	690.00
4" plugs (blue flag iris and dwarf bush honeysuckle)	22	15.00	330.00
1 gallon potted plants (red osier dogwood)	3	75.00	225.00
fescue seeding (for regrading water access zone in-between buffer plantings)	32	20.00	640.00
restoration of any site access paths and or staging areas	1	3,500.00	3,500.00

<sup>\*</sup> Unless noted, this estimate does not include any permit/application fees. We can obtain these for an additional fee.

\* Please See Our Website to View the Project Gallery & Detailed Services We Have To Offer.

\* Credit Card payments require an additional 5% Processing Fee.

WE APPRECIATE YOUR BU	JSINESS	!!!
-----------------------	---------	-----

X

**CUSTOMER SIGNATURE** 

**DATE** 

**TOTAL ESTIMATE:** \$23,650.00

\* Estimates are good for 30 Days.

<sup>\*</sup> By Signing this Estimate and Contract, you are Acknowledging that you have Read and Agree to the Contract and Warranty Terms, which are also located on our website at: www.jklandscape.com/resources/contract-terms

#### **MEMORANDUM**

#### **Rice Creek Watershed District**



Date: October 1st, 2025

To: RCWD Board of Managers

From: Molly Nelson, Outreach and Grants Technician

Subject: Water Quality Grant Application, W25-01 Tighe Schmitz Park Bio-Retention

**Basins and Shoreline Restoration** 

#### **Introduction**

W25-01 Tighe Schmitz Park Bio-Retention Basins and Shoreline Restoration

• Applicant: City of Birchwood Village

Location: 410 Lake Ave, Birchwood Village
Total Eligible Project Cost: \$74,914.25

• RCWD Grant Recommendation: \$10,000.00 (50%)

#### **Background**

The W25-01 Tighe Schmitz Park Bio-Retention Basins and Shoreline Restoration Water Quality Grant application proposes 2 bioretention basins, a shoreline restoration with a vegetated swale, and enhanced habitat plantings in the City of Birchwood Village. The project is in partnership with the City of Birchwood Village, WBIF, and HELP grants. The project location scored a value of 30 on the Water Quality Grant Program Screening form and is eligible for the RCWD Water Quality Grant program. The Washington Conservation District (WCD) drafted the designs for the project and provided recommendations for a cost-share grant award which has been reviewed and approved by RCWD staff. The area and BMPs listed in this application were identified in the SE White Bear Lake Stormwater Retrofit Study and the area ultimately flows to White Bear Lake and Halls Marsh.

The estimated pollutant reductions for the proposed project are:

- 174,240 cu-ft/yr reduction in volume
- 3,668 lbs/yr reduction in total suspended solids (TSS)
- 11.24 lbs/yr total phosphorus (TP).

The WCD provided a cost estimate of \$85,000 for the project, which is higher than the proposed bid obtained by the city.

The applicant obtained 1 bid for the project

• Minnesota Native Landscapes: \$74,914.25

The project application was discussed at the CAC meeting on October 1st, 2025.

#### **Staff Recommendation**

RCWD's Citizen Advisory Committee and Staff recommend that the RCWD Board of Managers approve Water Quality Grant funds for W25-01 Tighe Schmitz Park Bio-Retention Basins and Shoreline Restoration.

#### **Request for Proposed Motion**

Manager	moves to authorize the RCWD Board President, on advice of counsel,
to approve the Water Quality	Grant Contract for W25-01 Tighe Schmitz Park Bio-Retention Basins and
Shoreline Restoration of \$10,0	000 not to exceed 50% of eligible project costs or up to \$10,000.00,
whichever	

amount is lower, as outlined in the consent agenda and in accordance with the RCWD Staff's recommendation and established program guidelines.

#### **Attachments**

Water Quality Grant W25-01 Tighe Schmitz Park Bio-Retention Basins and Shoreline Restoration application documents.



#### **MEMORANDUM**

**TO:** RCWD Advisory Committee

FROM: Lori Tella, Landscape Restoration Specialist

**DATE:** September 22, 2025

**RE:** Tighe Schmitz Water Quality Grant Application

**Project**: Tighe Schmitz Water Quality Project 410 Lake Ave, Birchwood Village, Mn 55110

Total Eligible Project Cost \$85,000 RCWD Grant Recommendation: \$10,000 Material & Labor Estimate: \$85,000 Cost Share Request: \$10,000

#### **BACKGROUND**

In 2025 the WCD provided a Detailed Design for the Tighe Schmitz Water Quality Project in Birchwood Village. The proposal is located at the Tighe Schmitz Park and is owned by the City of Birchwood Village. The project includes bioretention basins, shoreline protection and habitat enhancement benefiting Hall's Marsh and White Bear Lake. These projects were identified as priority in the SE White Bear Lake SWA (2017).

This Water Quality grant application request is to provide assistance for all of the bmps, shoreline and native planting areas. The total project cost estimate is \$85,000. Funding is anticipated to come from multiple sources. In 2024, the WCD received funding from the Board of Water and Soil Resources for the Habitat Enhancement Landscape Program (HELP) to implement projects focused on habitat. In 2025, the WCD also received a grant through the Watershed Based Implementation Funding (WBIF) program for project development and implementation of priority projects

Match requirements will be covered by the BWSR Grants including the WBIF and HELP programs. The project also has staff support from the City of Birchwood Village, the Parks Committee and community volunteers. Community engagement has been key in this project. Multiple Community and Forums have been conducted between 2023-2025 to gather support and information to strengthen the buy in. The city has committed to maintenance and has been a strong partner in the process. Multiple opportunities for signage and education exist throughout the project.

#### **Recommendation:**

It is my recommendation that this project be awarded 50% of eligible costs, up to \$10,000.

#### **Pollutant Reductions**

	Area A -	Area B – Basin	Area C- Basin	Totals
	Shoreline	600 SF	800 SF	
	Buffer 500 SF			
Annual Volume:	0.3 acre ft/ yr	0.7 acre ft/ yr	1.0 acre ft/ yr	2 acre-ft
Annual	395 lb/yr	851 lb/yr	588.0 lb/yr	1,834 lb/ac
Sediment				
removed by				
BMP (TSS)				
Annual Total	1.23 lb/yr	2.86 lb/yr	1.53 lb/yr	5.62 lb/yr
Phosphorous				
(TP)				



#### SE WHITE BEAR LAKE STORMWATER RETROFIT STUDY (2017) **PROJECT SUMMARIES**

#### WBL-02: BMP 5 Filtration Basin + BMP 22 Swale

Drainage Area – BMP 5 = 0.99 acres BMP 22 = 1.65 acres Location – Intersections Lake Dr at Tighe-Schmitz Park Property Ownership – Public ROW/Private



BMP 5 Description – Install filtration basin above existing catchbasin to lake. Add riser to Catchbasin rim to gain critical depth to allow for underdrain installation and connection to shallow catchbasin. Area is 600 sf, 12" ponding depth, 1.5' depth of 70/30 sand/peat soil replacement. Underdrain controlled via knife valve. Very steep slopes in drainage area with history of heavy sediment loads in rain events.

BMP 22 Description – Install swale at western end of public ROW that connects to lake. Install riprap sump at inlet that flows into 200° long vegetated swale, 4° wide bottom and 3:1 side slopes, with 2 checkdams along flow path. Very steep slopes in drainage area with history of heavy sediment loads in rain events.



		RETROFIT OPTIONS				RETROFIT	OPTIONS
Cost/Removal Analysis		Catchment WBL-02  BMP 5: BioFiltration Basin				Catchment WBL-02	
				Cost/Removal Analysis		BMP 22: Swale with Ripra Sump	
		New trtmt	Net%			New trtmt	Net %
	TP (lb/yr)	2.86	14%		TP (lb/yr)	1.23	6%
	TSS (lb/yr)	851	13%		TSS (lb/yr)	395	6%
***	Volume (acre-feet/yr)	0.7	896	nt a	Volume (acre-feet/yr)	0.3	4%
Trea tment	Number of BMP's		1	Trea tment	Number of BMP's		1
Trea	BMP Size/Description	600	sf	Trea	BMP Size/Description	1,200	sf
	ВМР Туре	Moderately Complex BioFiltration			вмр Туре	Dry Swale	
ī	Materials/Labor/Design	\$17,158.00			Materials/Labor/Design	\$8,8	08.00
	Promotion & Admin Costs	\$!	\$500 \$17,658		Promotion & Admin Costs	\$5	500
Cost	Probable Project Cost	\$17			Probable Project Cost	\$9,308 \$900 \$1,485	
	Annual O&M	\$450 \$775		Sost	Annual O&M		
	10-yr Cost/lb-TP/yr				10-yr Cost/lb-TP/yr		
	10-yr Cost/2,000lb-TSS/yr	\$5,	\$5,208		10-yr Cost/2,000lb-TSS/yr	\$9,270	

#### WBL-10: BMP 6 Filtration Basin at Park

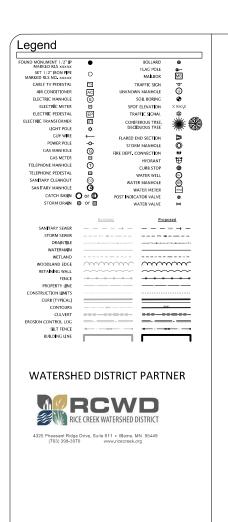
Drainage Area – 2.5 acres
Location – Behind 501 Wildwood Ave, in Tighe-Schmitz Park
Property Ownership – Public



Description – Existing catchbasin is last structure before pipe outlet into Hall's Marsh; in which this pipeshed drains the entire Priebe Lake outlet system. Catchbasin is full of leaf debris and backs up for weeks at a time in the park. Clean out catchbasin, add minimum 6" riser to catchbasin, install 800 sf filtration basin with 12" ponding, 12-24" of replacement media, and an underdrain with a knife valve tied to the catchbasin. See "UNRANKED" practice profile on next page for alternatives to this practice.



100						
Г		RETROFIT OPTIONS  Catchment WBL-10				
Cost/Removal Analysis	BMP 6 - Biofiltration Basin					
		New trtmt	Net%			
	TP (lb/yr)	1.53	36%			
	TSS (lb/yr)	588.0	35%			
100	Volume (acre-feet/yr)	1.0	26%			
Trea tment	Number of BMP's		1			
Trea	BMP Size/Description	800	sf			
	ВМР Туре	Complex Biofiltration				
	Materials/Labor/Design	\$9,891.30				
	Promotion & Admin Costs	\$400				
ts	Probable Project Cost	\$10,291				
Sos	Annual O&M	\$400				
	10-yr Cost/lb-TP/yr	\$9	34			
	10-yr Cost/2,000lb-TSS/yr	\$4,861				



#### Tighe-Schmitz Park Stormwater Management Project

BIRCHWOOD VILLAGE, WASHINGTON COUNTY, MN



#### CONTEXT MAP

CLIENT City of Birchwood Village 207 Birchwood Ave. Saint Paul, MN 55110 651-426-3403 PROJECT MANAGER City of Birchwood Village Marcus Johnson, PE Project Engineer Associate Bolton & Menk, Inc. DESIGN Washington Conservation District Lori Tella, PLA 455 Hayward Ave. N. Oakdale, MN 55128 651-315-8964

THE 2025 EDITION OF THE MINDOT "STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.



TABLE OF CONTENTS ONTENTS

COVER SHEET
GENERAL NOTES/ SEQ
PROJECT OVERVIEW
EXISTING CONDITIONS
CONCEPT PLAN
AREA A - LAYOUT
AREA A - PLANTING PLAN
AREA A - SECTION
AREA BLAYOUT G.0 G.1 L1.1 L1.2 L4.0 L4.1 L4.2 L4.3 L4.4 L4.5 L4.6 L4.7 L4.8 L4.9 L4.10 L4.11 L4.12 L4.13 AREA B- LAYOUT

AREA B- LAYOUT
AREA B- SECTION 1
AREA B - SECTION 1
AREA B - SECTION 2
AREA C - PLANTING PLAN
AREA C - PLANTING PLAN
AREA C - SECTION
AREA C - SECTION
AREA D - LAYOUT
AREA D - SECTION
TREE PROTECTION
FRES PROTECTION
FRES L5.0 L5.1 L5.2 EROSION CONTROL SPEED BUMP DETAIL L6.0 L6.1 L6.2 CONSTRUCTION NOTES RESTORATION NOTES CHARACTER IMAGES



BASE BID			
ITEM NO.	DESCRIPTION	UNITS	EST. QTY.
1	MOBILIZATION/ DEMOBILIZATION	LS	1
2	CLEARING & GRUBBING	SF	7.000
3	SOD REMOVAL NATIVE LANDSCAPE AREAS	SF	10,000
4	PERMANENT SEEDING	SF	20,000
5	EXCAVATION, DISPOSAL AND GRADING [BASINS]	CY	75
6	SUBGRADE PREPARATION	SF	1,205
7	STANDARD CONCRETE WORK [CURB]	LF	20
8	STANDARD CONCRETE WORK [SPEED BUMP]	LF	50
9	RAIN GUARDIAN PRE-TREATMENT CHAMBER (1' PONDING DEPTH), #5 AGGREGATE UNDER TURRET, LANDSCAPE FABRIC, #3 WASHED CRUSHED STONE AT OUTLET	LS	1
10	UNDERDRAINS INCLUDING ALL CONNECTIONS AND FITTINGS [PERFORATED PIPE, SOLID FOR CLEAN OUTS, UNDERDRAIN KNIFE GATE VALVE AND CONNECTION TO CATCHBASIN	LS	1
11	BASIN TRENCHES INCLUDING 2 CY #57 WASHED CRUSHED STONE (3/4") TRENCH, and 2 CY, 2" CHOKING COURSE (3/8" PEA GRAVEL)	LS	1
12	ENGINEERED MEDIA (70% CLEAN WASHED SAND/ 20% TOPSOIL/10% PEAT)	CY	40
13	3-6" VARIED GRADE RIVER ROCK [BASINS]	CY	5
14	AREA C PIPE BENEATH TRAIL (6" HDPE, 30 LF)	LF	30
15	AREA D STORMSACK FILTER	LS	1
16	SEATING AREA, BENCH AND FLAGSTONE PAVERS	LS	1
17	LANDSCAPE EDGING	LF	250
18	FIELDSTONE BOULDERS (18"-30"]	TON	2
19	ROLLED EROSION CONTROL BLANKET [NATURAL FIBER] AND STAKES	SY	50
20	COIR LOG (12" DIA, 10 LF SECTIONS) ROPE AND STAKES	LF	20
21	DOUBLE SHREDDED HARDWOOD BARK MULCH (2" DEPTH)	CY	20
22	WEED FREE STRAW	BALES	5
23	SEED MIXTURE (34-264 MNDOT LAKESHORE), 6,000 SF, 20 PLS LB/AC	LB	4
24	SEED MIXTURE (34-271 MNDOT WET MEADOW), 4,000 SF, 12 PLS LB/ AC	LB	2
25	SEED MIXTURE (36-211 MNDOT WOODLAND), 10,000 SF, 34LB PLS LB/ AC	LB	8
26	SEED MIXTURE TURF RESTORATION [MnDOT SEED MIX 25-131], 5,000 SF, 220 LBS/AC	LB	25
27	TREES [#10 CONT.]	EACH	1
28	SHRUBS [#2 CONT.]	EACH	29
29	SHRUBS [#1 CONT.]	EACH	37
30	PLANTS [#1 CONT.]	EACH	100
31	PLANTS [2"-3" PLUG]	EACH	1,050
32	TEMPORARY HERBIVORE FENCING AROUND TREES AND SHRUBS	LS	1
33	TEMPORARY IRRIGATION SYSTEM [WATER PROVIDED BY CITY]	LS	1
34	MAINTENANCE VISITS [8]	EACH	8

#### **GENERAL NOTES**

MNDOT SPECIFICATIONS - All material and construction specifications herein reference the MNDOT Division II and Division III sections of the 2025 MNDOT Specifications Manual.

RCWD RULES AND STANDARDS - All work must comply with Rice Creek Watershed District rules and standards.

DESIGNER CONTACT / INSPECTION - The Washington Conservation District (WCD) is providing design assistance for this project. Call Lori Tella @ (651) 315-8964 to schedule a pre-construction meeting and for questions related to design. Coordinate inspections prior to planting, at the project completion and at the end of the establishment period.

**PROJECT MANGER / INSTALLATIONS -** The City of Birchwood is providing construction administration for this project. Call to coordinate construction timeline.

FIELD VERIFICATION - Base information including existing contours, location of property lines, buildings and tree locations have been referenced from others. If conditions are different from those shown on the plan contact the WCD prior to proceeding. Contractor shall field verify project areas prior to beginning construction.

**PERMITS** - Contractor is responsible for all permits.

**LABOR RATES -** This project is subject to prevailing wage.

Tighe-Schmitz Park Stormwater Service Center 164 Table Stormwater Special Special Stormwater Special Stormwater Special Stormwater Special Special Special Stormwater Special Specia

7/28/25 **G.1** 

of — 2 of 25

## QUOTE FORM 2025 STREET MAINTENANCE PROJECT NO. 24X.140441 CITY OF BIRCHWOOD VILLAGE, MINNESOTA

	STATEMENT OF ESTIMATED QUANTITIES					
ITEM NO.	ITEM	NOTES	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION		LS	1	3,900.00	3,900.00
2	CLEARING & GRUBBING		SF	7,000	6.15	1,050.00
3	SOD REMOVAL NATIVE LANDSCAPE AREAS		SF	10,000	0.22	7,700.00
4	PERMANENT SEEDING		SF	20,000	0.08	1,600.00
5	EXCAVATION, DISPOSAL AND GRADING [BASINS]		CY	75	70.15	5,261.25
6	SUBGRADE PREPARATION		SF	1,205	1.00	1,205.00
7	CONCRETE CURB AND GUTTER (ALL TYPES)		LF	20	190.00	3,800.00
8	SPEED BUMP		LF	50	30.00	1,500.00
9	RAIN GUARDIAN PRE-TREATMENT CHAMBER (1' PONDING DEPTH), #5 AGGREGATE UNDER TURRET, LANDSCAPE FABRIC, #3 WASHED CRUSHED STONE AT OUTLET		LS	1	4,415.00	4,415.00
10	UNDERDRAINS INCLUDING ALL CONNECTIONS AND FITTINGS [PERFORATED PIPE, SOLID FOR CLEAN OUTS, UNDERDRAIN KNIFE GATE VALVE AND CONNECTION TO CATCHBASIN]		LS	1	4,200.00	4,200.00
11	BASIN TRENCHES INCLUDING 2 CY #57 WASHED CRUSHED STONE (3/4") TRENCH, and 2 CY, 2" CHOKING COURSE (3/8" PEA GRAVEL)		LS	1	3,510.00	3,510.00
12	ENGINEERED MEDIA (70% CLEAN WASHED SAND/ 20% TOPSOIL/10% PEAT)		CY	40	120.00	4,800.00
13	3-6" VARIED GRADE RIVER ROCK [BASINS]		CY	5	200.00	1,000.00
14	AREA C PIPE BENEATH TRAIL (6" HDPE, 30 LF)		LF	30	42.00	1,260.00
15	AREA D STORMSACK FILTER		LS	1	770.00	720.00
16	SEATING AREA, BENCH AND FLAGSTONE PAVERS		LS	1	2,900.00	2,900.00
17	LANDSCAPE EDGING		LF	250	14,00	3,500.00
18	LANDSCAPE ROCK, FIELDSTONE BOULDERS (18"-30"]		TON	2	620.00	1,240.00
19	ROLLED EROSION CONTROL BLANKET [NATURAL FIBER] AND STAKES		SY	50	4.60	230.00
20	COIR LOG (12" DIA, 10 LF SECTIONS) ROPE AND STAKES		LF	20	53.60	1060.00
21	DOUBLE SHREDDED HARDWOOD BARK MULCH (2" DEPTH)		CY	20	95.00	1,900.00
22	WEED FREE STRAW		BALES	5	103.60	515.00
23	SEED MIXTURE (34-264 MNDOT LAKESHORE), 6,000 SF		LB	8	37.00	256.00
24	SEED MIXTURE (34-271 MNDOT WET MEADOW), 4,000 SF		LB	2	27.00	54.00
25	SEED MIXTURE (36-211 MNDOT WOODLAND), 10,000 SF, 3 LB		LB	8	15.00	170.00
26	SEED MIXTURE TURF RESTORATION [MnDOT SEED MIX 25-131]		LB	25	10.00	250.00
27	TREES [#10 CONT.]		EACH	1	460.00	460.00
28	SHRUBS [#2 CONT.]		EACH	29	45.00	1305.00
29	SHRUBS [#1 CONT.]		EACH	37	44.00	1,628.00
30	PLANTS [#1 CONT.]		EACH	100	43.00	4 300.00
31	PLANTS [2"-3" PLUG]		EACH	1,050	5.50	5, 475.00

32	TEMPORARY HERBIVORE FENCING AROUND TREES AND SHRUBS	LS	1	2,000.00	7,000.00
33	TEMPORARY IRRIGATION SYSTEM [WATER PROVIDED BY CITY]	LS	1	1,500.00	1,500.00
34	CONSTRUCTION CONTINGENCY	UNIT	1	\$5,000	\$5,000
35	TRAFFIC CONTROL	LS	1	500.00	\$00.00
	<u>'</u>			TOTAL QUOTE	\$74.914.25

The quantities herein are approximate only. Payment will be made for the actual quantities of work ordered and installed. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

We understand and agree that the City may chose to award the project to the lowest responsible quote or in the best interest of the City. The City reserves the right to reject any or all quotes, to waive any informalities in any quote, and to omit any part of the above work.

We agree that if this Proposal is accepted, we will execute a Contract in the form attached to this quote package. If we are awarded the Contract, we will complete the work by October 16, 2026.

Respectfully submitted,

Signature

Contractor Name

Signed by

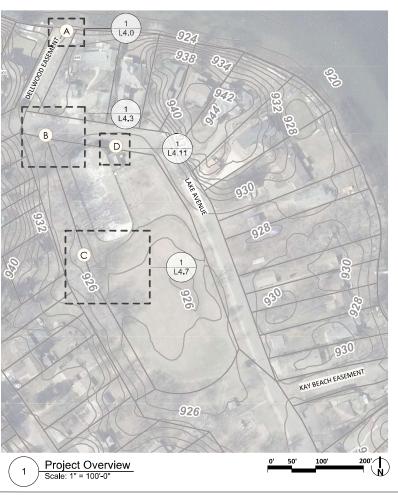
Title

Contact Phone

Number

Address

77th Street NE



#### PROJECT DESCRIPTION:

Tighe-Schmitz Park is located south of White Bear Lake on Lake Avenue in Birchwood Village. The park is connected to Hall's Marsh, which is identified as a core habitat, and drains into White Bear Lake. Several of the proposed projects were identified in the 2017 SE White Bear Lake Stormwater Retrofit Analysis identified priority projects intended to benefit the water quality of White Bear Lake.

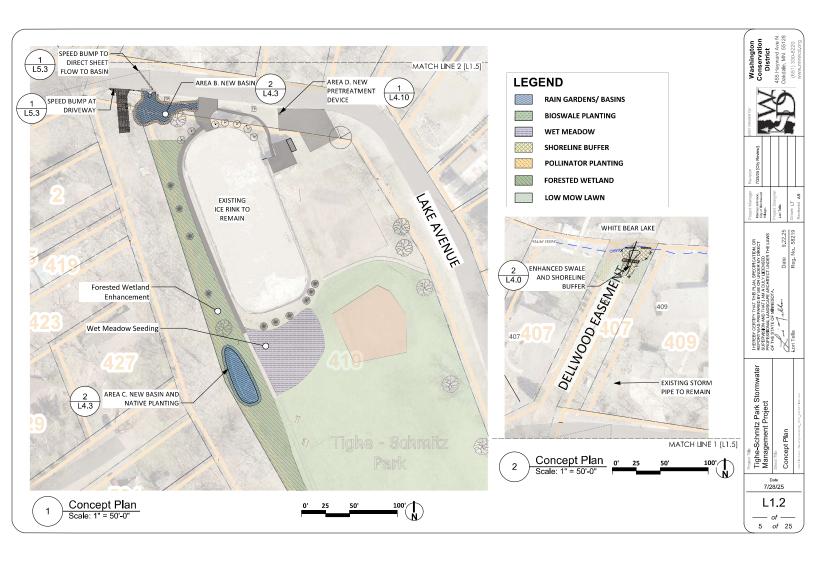
This project will implement 3-5 bmp practices including biofiltration basins and swales that have direct connection to White Bear Lake and Halls Marsh. These projects include BMP 06 and BMP 05. They have been ranked and identified in the SE White Bear Lake SW Retrofit analysis.

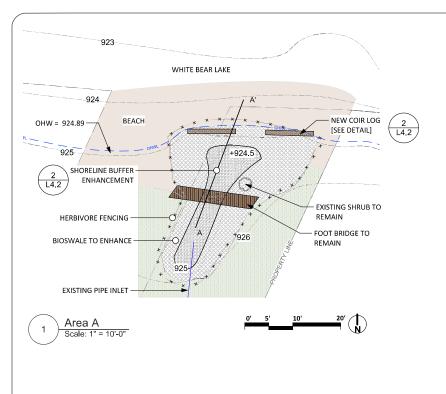
- A) Shoreline Buffer and Swale Enhancement Zone
- B) Filtration Basin (North of Ice Rink)
- C) Filtration Basin (South of Ice Rink) and Native Planting Area
- D) Storm Sack Filter



Tighe-Schmitz F Tighe-Schmitz







### **MATERIALS LEGEND**



### SHORELINE BUFFER ENHANCEMENT ~ 450 SF

Remove Existing Weeds, Provide 3"-6" ponding. Install erosion control blanket and plant per plan. Re-grade to maintain 2% slope towards shoreline MATERIALS: Erosion Control Blanket and Coir Logs [See RECOMMENDATIONS]



### RIVER ROCK ALONG FLOW PATH

Varied Graded (3"-6") River Rock



### **EXISTING TURF TO REMAIN**

Repair areas damaged during construction with Low Mow turf mix [See seed mixes]

### EROSION CONTROL BLANKET RECOMMENDATIONS:

SINGLE BLANKET NORTH AMERICAN GREEN C700 BN

COIR BLANKET/ MAT
BELTON GEOCOIR 700
BELTON GEOCOIR 900
ROLANKA BIOD-MAT 90

DOUBLE NET (OUTER NETTING & INNER FABRIC) NORTH AMERICAN GREEN SC150BN NORTH AMERICAN GREEN C125BN ROLANKA BIOD-OCF-NATURAL

SEE MnDOT 2020 APPROVED/ QUALIFIED ROLLED EROSION PREVENTION PRODUCTS FOR CATEGORY 25 AND 30. BLANKETS MUCH BE 100% ALL NATURAL MATERIALS. PHOTODEGRADABLE PRODUCTS ARE NOT ALLOWED DUE TO IMPACTS ON WILDLIFE.

- General Notes
  1. OHW MUST BE CLEARLY MARKED PRIOR TO CONSTRUCTION.
  ADDITIONAL PERMITS MAY BE REQUIRED BEYOND DISTRICT PERMIT.
  CONTRACTOR RESPONSIBLE FOR OBTAINING ALL PERMITS.
  2. CALL BEFORE YOU DIG. IT SHALL BE CONTRACTOR'S RESPONSIBILITY
  TO LOCATE ANY EXISTING UTILITIES LOCATED WITHIN THE PROJECT
  AREAS.
  3. BASE INFORMATION HAS BEEN REFERENCED FROM OTHERS. IF
  CONDITIONS DO NOT MATCH THE PLAN NOTIFY THE WCD PRIOR TO
  PROCEEDING.

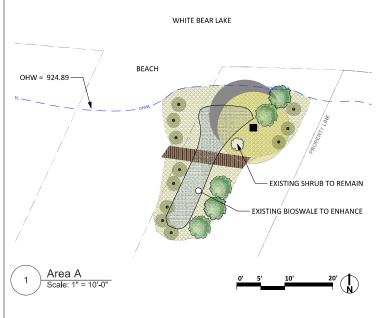
Tighe-Schmitz Park Stormwater Management Project Area A - Layout

Date 7/28/25

L4.0 — of -6 of 25

### WHITE BEAR LAKE

ORDINARY HIGH WATERLEVEL (OHW) = 924.89' CURRENT WATER LEVEL = 923.23 (06/30/25)



### General Notes

- THE ORDINARY HIGH WATER LINE (OHW) MUST BE STAKED OFF AND MARKED TO KEEP ALL CONSTRUCTION TRAFFIC, EQUIPMENT, AND MATERIAL STOCKPILES OUT OF THE PROPOSED PLANTING AREA. CONSTRUCTION
- ACTIVITIES BELOW THE OHW MUST BE APPROVED BY THE DNR.
  INSTALL NEW TREES BY EXCAVATING TWICE THE SIZE OF THE ROOT BALL WIDTH, BACKFILL WITH 70/30%
- TOPSOIL AND SAND MIX. INSTALL HERBIVORE FENCING AND PROTECTION FOR ALL TREES AND SHRUBS. INSTALL HERBIVORE FENCING AND PROTECTION FOR ALL TREES AND SHRUBS. PLACEMENT OF TREES AND
- SHRUBS ARE APPROXIMATE. FIELD-FIT AND ADJUST QUANTITIES AND LOCATIONS AS NEEDED.

  4. APPLY WATER AS NEEDED IN COMBINATION WITH RAINFALL TO ACHIEVE THE FOLLOWING: A. MINIMUM RATE:
- 1 INCH PER WEEK. B. MAXIMUM INTERVAL BETWEEN WATERING: 72 HOURS. C. MINIMUM APPLICATION PER WATERING: 0.25 INCH. 2) DURING EXTREME HEAT OR DROUGHT PERIODS. INCREASE WATERING TO MAINTAIN MOIST SOIL TO A DEPTH OF 4 INCHES. 3) MAINTAIN ADEQUATE SOIL MOISTURE IN THE UPPER 12-INCHES OF SOIL FOR THE FIRST GROWING SEASON AND IN TIMES OF DROUGHT.

### **PLANT SCHEDULE - AREA A**

SYMBOL

QTY. NAME/ SPECIES OPTIONS

River Birch Betula niara Black Willow Salix nigra Pagoda Dogwood

Cornus alternifolia

SIZE

#10 cont.

#2 cont.

#1 cont

**Red Twig Dogwood** Black Chokeberry

<u>Dwarf Bush Honeysuckle</u> Diervilla lonicera <u>Meadowsweet</u> Blue False Indigo
Baptisia australis

### GROUNDCOVER



Enhanced Shoreline Buffer Planting -300 SF

4" PLUGS: ~ 80 @ 18"-24" OC

### QTY. NAME/ SPECIES OPTIONS

- Sneezeweed (Helenium autumnale)
- Canada Anemone (Anemone canadensis) Boneset (Eupatorium perfoliatum)
- Blue Vervain (Verbena hastata)
- Swamp Milkweed (Asclepias incarnata)
- Plains Oval Sedge (Carex brevior)
- Bebb's Sedge (Carex bebbi)

Enhanced Bioswale Planting ~150 SF

### NAME/ SPECIES OPTIONS

- Blue Flag Iris (Iris versicolor) Cardinal Flower (Lobelia cardinalis)
- White Turtlehead (Chelone glabra)
  Tussock Sedge (Carex stricta)
- 20
- Fox Sedge (Carex vulpinoidea) Soft Rush (Juncus effusus)

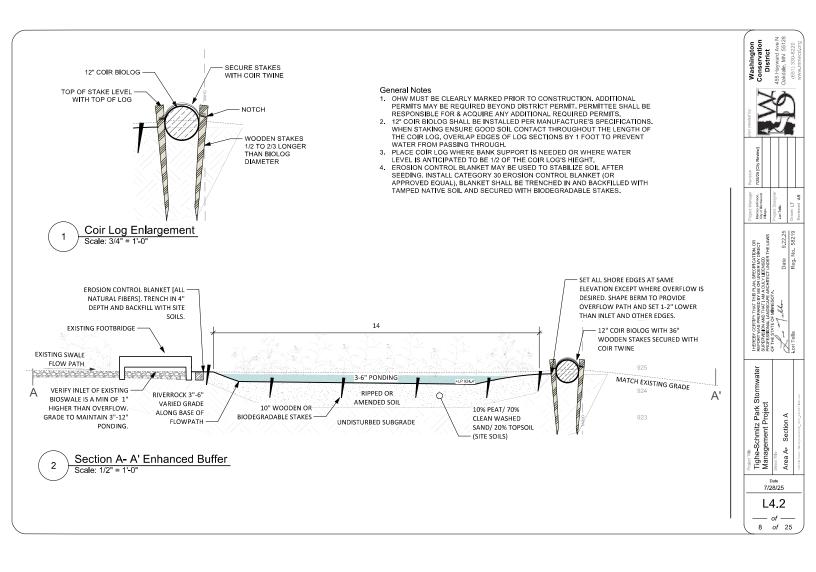
SEED MIX: BWSR Lakeshore Seed Mix [See Seed Mixes

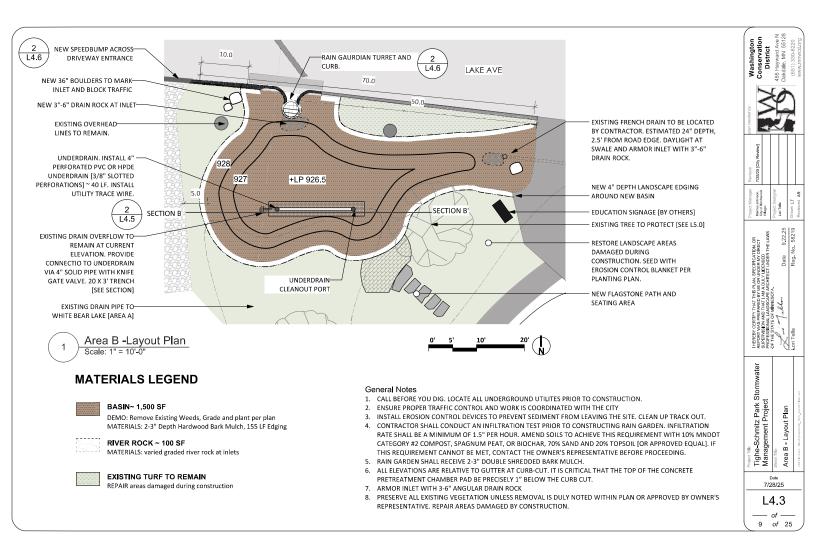
L4.12]

Tighe-Schmitz Park Stormwater Management Project Area A - Planting Plan

Date 7/28/25

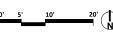
L4.1 — of of 25











### General Notes

- 1. CALL BEFORE YOU DIG. ALL UTILITIES AND
  IRRIGATION LINES MUST BE STAKED OFF AND
  MARKED TO KEEP ALL CONSTRUCTION TRAFFIC,
  EQUIPMENT, AND MATERIAL STOCKPILES OUT
- OF THE PROPOSED PLANTING AREA.
  2. SEE PLANT SCHEDULE, SPECIFICATIONS AND GENERAL RECOMMENDATIONS.



CONCEPTUAL SITTING AREA

### **PLANT SCHEDULE**

### TREES AND SHRUBS

IKEES	IREES AND STRUBS			
SYMBOL	QTY.	NAME/ SPECIES	SIZE	
	6	<u>Fragrant Sumac</u> Rhus aromatica 'Gro-Low	#2 cont.	
	6	Red Twig Dogwood Cornus sericea Black Chokeberry Aronia melanocarpa	#2 cont.	
	8	<u>Interrupted Fern</u> Osmunda claytoniana	#1 cont.	
•	19	<u>Dwarf Bush Honeysuckle</u> Diervilla Ionicera <u>False Indigo</u> Baptisia australis	#1 cont.	
PEREN	NIALS	Baptisia australis		
•	50	Native Grass Prairie Dropseed (Sporobolus P Star Sedge (Carex radiata)	#1 cont. neterolepis)	
•	30	Flowering Perennials -TYPE 1 Prairie Phlox (Phlox pilosa) Prairie Onion (Allium stellatum) Bradbury's Monarda (Monarda	#1 cont.	
<b>\$</b>	20	Flowering Perennials -TYPE 2 Purple Coneflower (Echinacea Large-leaved Aster (Eurybia m Columbine (Aquilegia canade	acrophylla)	

### GROUNDCOVER



PLUGS: ~ 150 @ SPACING: 12"-18" OC

- Blue Flag Iris (Iris versicolor) 25
- Canada Anemone (Anemonastrum canadense) Lake Sedge (Carex lacustris) Bebb's Oval Sedge (Carex bebbii)
- 50



### Basin Edges - 550 sf PLUGS: ~ 250 @ 18"- 24" OC

- Wild Strawberry (Fragaria virginiana)
- Canadian Wild Ginger (Asarum canadense) Plains Oval Sedge (Carex brevior)

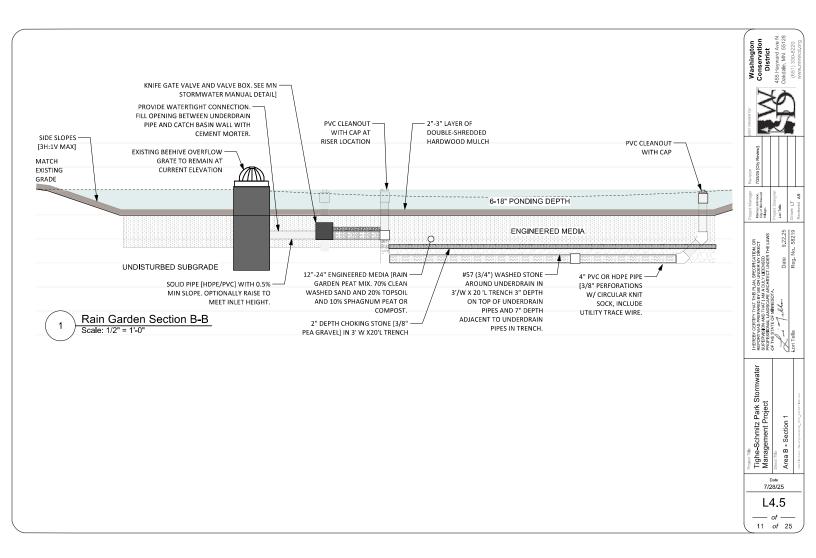
- Pennsylvania Sedge (Carex pensylvanica) Fox Sedge (Carex vulpinoidea) Little Bluestem (Schizachyrium scoparium)

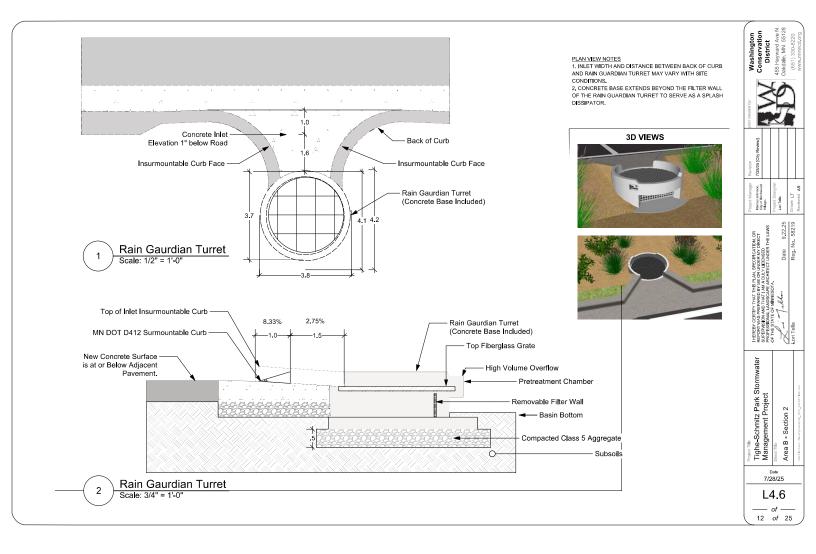
Tighe-Schmitz Park Stormwater Management Project Area B - Planting Plan

Date 7/28/25

L4.4

of \_\_\_\_\_







0' 10' 2

Area C Scale: 1" = 20'-0"

## MATERIALS LEGEND



### BASIN PLANTING AREA ~ 1,000 SF

DEMO: Remove Existing Weeds, Grade and plant per plan MATERIALS: 2-3" Depth Hardwood Bark Mulch, 100 LF Edging



### WET MEADOW PLANTING ~ 4,000 SF

DEMO: Remove Existing Turf, Broadcast Native Seed [See Seed Mixes] MATERIALS: New 6" HDPE pipe under trail (30 LF section) Install erosion control blanket or weed-free straw per plan.



### EXISTING TURF TO REMAIN

REPAIR areas damaged during construction

### General Notes

- CALL BEFORE YOU DIG. LOCATE ALL UNDERGROUND UTILITES PRIOR TO CONSTRUCTION
- 2. ENSURE PROPER TRAFFIC CONTROL AND WORK IS COORDINATED WITH THE CITY
- INSTALL EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING THE SITE. CLEAN UP TRACK OUT.
   CONTRACTOR SHALL CONDUCT AN INFILTRATION TEST PRIOR TO
- 4. CONTRACTOR SHALL CONDUCT AN INFILITATION TEST PRIOR TO CONSTRUCTING RAIN GARDEN. INFILITRATION RATE SHALL BE A MINIMUM OF 1.5" PER HOUR. AMEND SOILS TO ACHIEVE THIS REQUIREMENT WITH 10% MNDOT CATEGORY #2 COMPOST, SPAGNUM PEAT, OR BIOCHAR, 70% SAND AND 20% TOPSOIL [OR APPROVED EQUAL]. IF THIS REQUIREMENT CANNOT BE MET, CONTACT THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING.
- 5. RAIN GARDEN SHALL RECEIVE 2-3" DOUBLE SHREDDED BARK MULCH.
- 6. ALL ELEVATIONS ARE RELATIVE TO GUTTER AT CURB-CUT. IT IS CRITICAL
  THAT THE TOP OF THE CONCRETE PRETREATMENT CHAMBER PAD BE
- PRECISELY 1" BELOW THE CURB CUT.
  7. ARMOR INLET WITH 3-6" ANGULAR DRAIN ROCK
- 8. PRESERVE ALL EXISTING VEGETATION UNLESS REMOVAL IS DULY NOTED WITHIN PLAN OR APPROVED BY OWNER'S REPRESENTATIVE. REPAIR AREAS DAMAGED BY CONSTRUCTION.



RESERVE CREPT NATION BY ARETHRACINOR OF PREPARATION OF PREPARATION FOR THE CREATION OF PREPARATION THAT I MAY DULY LEGISIED PREPARATION THAT I MAY DULY LEGISIED PREPARATION OF RESERVENCE NATION OF THE STATE OF MANNESONE ACCOUNTY. DIABLE STATE OF MANNESONE ACCOUNTY. THE STATE OF THE

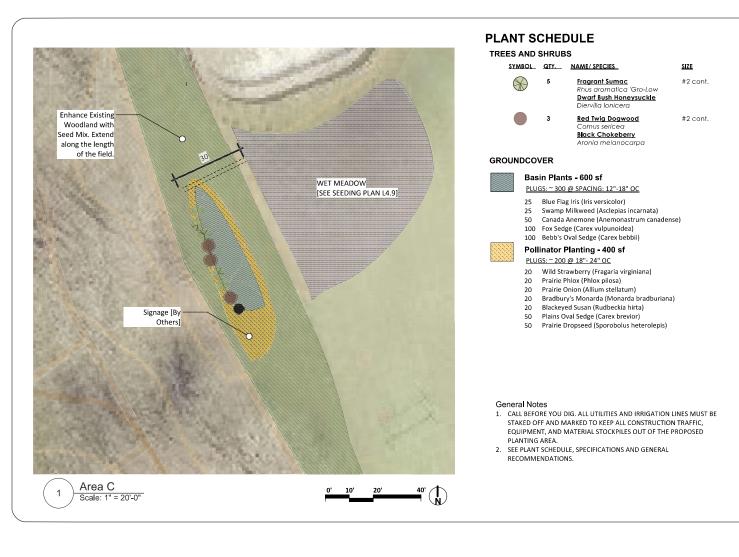
Tighe-Schmitz Park Stormwater Management Project Sweet rills Area C. Layout Plan

Date 7/28/25

L4.7

of \_\_\_\_\_

13 of 25



Tighe-Schmitz Park Stormwater Management Project

Area C- Planting

Date 7/28/25

L4.8 of — 14 of 25



### **PLANT SCHEDULE**



Woodland Edge Seed Mix - 10,000 sf Weed Free Straw, Broadcast Seed open areas of existing Woodland. Rate: 35 LB/ AC. Qty: 8 LB Native Seed Mix [Forest Edge] See Seed Mixes



### Wet Meadow Seed Mix - 4,000 sf

Install MnDot Category #25 ECB or Weed Free Straw Rate: 12 LB/ AC. Qty: 2 LB Native Seed Mix [Wet Meadow] See Seed Mixes

- General Notes

  1. CALL BEFORE YOU DIG. ALL UTILITIES AND IRRIGATION LINES MUST BE STAKED OFF AND MARKED TO KEEP ALL CONSTRUCTION TRAFFIC, EQUIPMENT, AND MATERIAL STOCKPILES OUT OF THE PROPOSED
- PLANTING AREA.

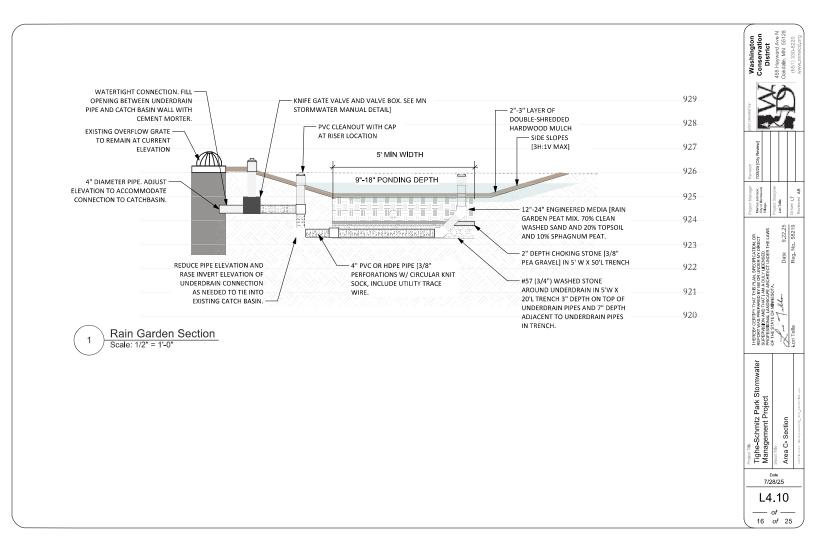
  2. SEE PLANT SCHEDULE, SPECIFICATIONS AND GENERAL RECOMMENDATIONS.

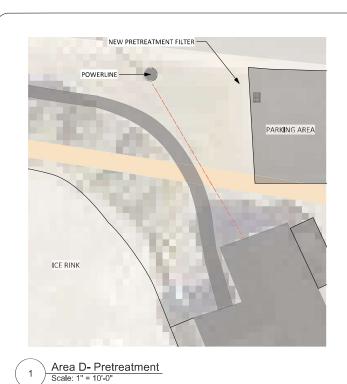


Tighe-Schmitz Park Stormwater Management Project Area C - Seeding Plan

> Date 7/28/25 L4.9

of — 15 of 25





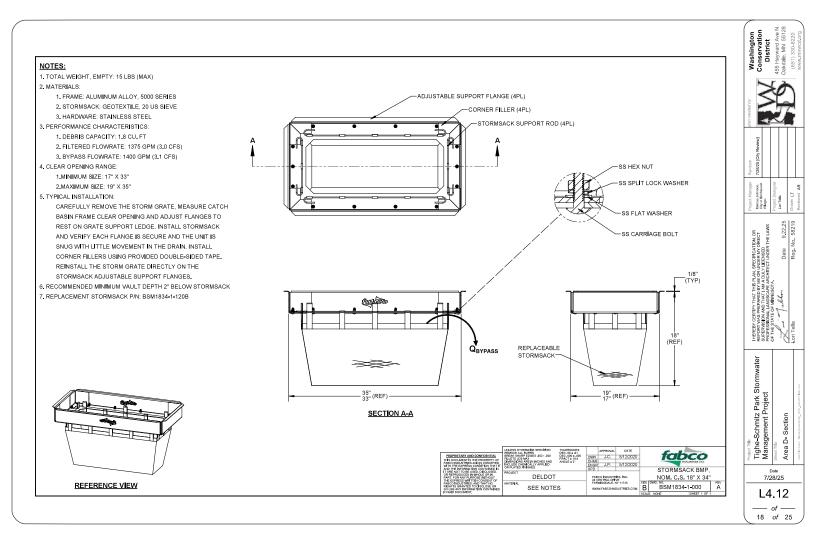


StormSack is a geotextile catch basin insert





of — 17 of 25



### **Lower Shoreline Seed Mix**

BWSR STATE LAKESHORE MOIST MIX [OR APPROVED EQUAL] \*SEEDING RATE: SEE MANUFACTURE'S MIX RECOMMENDATION

I	34-264	Lakeshore Moist Soils * Statewide Mix	modified			
Code	Common Name	Scientific Name	PLS lb/ac	% by PLS lb/ac	Seeds/ft2	% by Seeds/ft2
calcan	bluejoint	Calamagrostis canadensis	0.04	0.20%	4.11	2.55%
elycan	nodding wild rye	Elymus canadensis	1.05	5.16%	2.01	1.24%
elyvir	Virginia wild rye	Elymus virginicus	0.32	1.57%	0.49	0.31%
glygra	tall manna grass	Glyceria grandis	0.08	0.39%	2.06	1.28%
glystr	fowl manna grass	Glyceria striata	0.09	0.44%	2.98	1.85%
panvir	switchgrass	Panicum virgatum	1.36	6.68%	6.99	4.34%
poapal	fowl bluegrass	Poa palustris	0.13	0.64%	6.21	3.85%
spapec	prairie cordgrass	Spartina pectinata	0.21	1.03%	0.51	0.32%
		Grasses Subtotal	3.28	16.12%	25.36	15.74%
carhys	porcupine sedge	Carex hystericina	0.14	0.69%	1.54	0.96%
carsco	pointed broom sedge	Carex scoparia	0.1	0.49%	3.09	1.92%
carstr	tussock sedge	Carex stricta	0.01	0.05%	0.19	0.12%
carvul	fox sedge	Carex vulpinoidea	0.22	1.08%	8.08	5.02%
iunnod	knotted rush	Juncus nodosus	0.01	0.05%	6.80	4.22%
sciatr	dark green bulrush	Scirpus atrovirens	0.12	0.59%	20.28	12.59%
scicyp	Woolgrass	Scirpus cyperinus	0.05	0.25%	31.22	19.38%
,		Sedges & Rushes Subtotal	0.65	3.19%	71.20	44.20%
agafoe	blue giant hyssop	Agastache foeniculum	0.06	0.29%	1.98	1.23%
anecan	Canada anemone	Anemone canadensis	0.03	0.15%	0.09	0.05%
ascinc	marsh milkweed	Asclepias incarnata	0.14	0.69%	0.25	0.15%
chegla	white turtlehead	Chelone glabra	0.01	0.05%	0.34	0.21%
eupper	common boneset	Eupatorium perfoliatum	0.02	0.10%	1.18	0.73%
eutgra	grass-leaved goldenrod	Euthamia graminifolia	0.01	0.05%	1.29	0.80%
eutmac	spotted Joe pye weed	Eutrochium maculatum	0.03	0.15%	1.05	0.65%
helaut	autumn sneezeweed	Helenium autumnale	0.13	0.64%	6.21	3.85%
iriver	northern blue flag	Iris versicolor	0.1	0.49%	0.05	0.03%
lobsip	Blue lobelia	Lobelia siphilitica	0.03	0.15%	5.51	3.42%
mimrin	blue monkey flower	Mimulus ringens	0.02	0.10%	16,90	10.49%
phyvir	obedient plant	Physostegia virginiana	0.05	0.25%	0.20	0.13%
pycvir	Virginia mountain mint	Pycnanthemum virginianum	0.04	0.20%	3.23	2.01%
rudhir	black-eyed susan	Rudbeckia hirta	0.21	1.03%	7.10	4.41%
scrian	Lance-leaved Figwort	Scrophularia lanceolata	0.03	0.15%	2.04	1.27%
symlan	eastern panicled aster	Symphyotrichum Ianceolatum	0.03	0.15%	1.72	1.07%
sympu n	red-stemmed aster	Symphyotrichum puniceum	0.03	0.15%	0.88	0.55%
thadas	tall meadow-rue	Thalictrum dasycarpum	0.07	0.34%	0.19	0.12%
verhas	blue vervain	Verbena hastata	0.09	0.44%	3.07	1.91%
verfas	bunched ironweed	Vernonia fasciculata	0.11	0.54%	0.97	0.60%
vervir	Culver's root			0.05%	2.94	1.82%
zizaur	golden alexanders Zizia aurea		0.01	0.84%	0.69	0.43%
	g	Forbs Subtotal	1.42	6.98%	57.85	35.91%
avesat	Oats	Avena sativa	15	73,71%	6,68	4.15%
_,		Cover Crop Subtotal	15.00	73.71%	6.68	4.15%
		Total	20.35	100.00%	161.09	100.00%

### **Wet Meadow**

\*SEEDING RATE: REFER TO MANUFACTURE'S MIX RECOMMENDATION

	34-272	Wet Meadow South & West	t Mix			
Code	Common Name	Scientific Name	PLS lb/ac	% by PLS lb/ac	Seeds/ft2	% by Seeds/ft2
brocil	Fringed Brome	Bromus ciliatus	0.25	0.85%	1.01	0.52%
calcan	Bluejoint Grass	Calamagrostis canadensis	0.05	0.17%	5.14	2.66%
elyvir	Virginia Wild Rye	Elymus virginicus	0.86	2.91%	1.33	0.69%
glygra	American Manna Grass	Glyceria grandis	0.12	0.41%	3.09	1.60%
glystr	Fowl Manna Grass	Glyceria striata	0.09	0.30%	2.98	1.54%
leeory	Rice Cut Grass	Leersia oryzoides	0.20	0.68%	2.50	1.29%
poapal	Fowl Bluegrass	Poa palustris	0.35	1.18%	16.71	8.65%
spapec	Prairie Cord Grass	Spartina pectinata	0.33	1.12%	0.80	0.41%
		Grasses Subtotal	2.25	7.61%	33.55	17.36%
carcom	Bottlebrush Sedge	Carex comosa	0.09	0.30%	0.99	0.51%
carhys	Porcupine Sedge	Carex hystericina	0.09	0.30%	0.99	0.51%
carpel	Woolly Sedge	Carex pellita	0.02	0.07%	0.21	0.11%
carsco	Pointed-broom Sedge	Carex scoparia	0.13	0.44%	4.01	2.07%
carsti	Common Fox Sedge	Carex stipata	0.07	0.24%	0.87	0.45%
carstr	Tussock Sedge	Carex stricta	0.01	0.03%	0.19	0.10%
carvul	Brown Fox Sedge	Carex vulpinoidea	0.16	0.54%	5.88	3.04%
jundud	Dudley's Rush	Juncus dudleyi	0.02	0.07%	23.51	12.16%
junten	Path Rush	Juncus tenuis	0.01	0.03%	3.67	1.90%
sciatr	Dark Green Bulrush	Scirpus atrovirens	0.17	0.58%	28.72	14.86%
scicyp	Woolgrass	Scirpus cyperinus	0.03	0.10%	18.73	9.69%
		Sedges & Rushes Subtotal	0.80	2.71%	87.78	45.41%
ascinc	Swamp Milkweed	Asclepias incarnata	0.26	0.88%	0.46	0.24%
bidcer	Nodding Bur Marigold	Bidens cernua	0.04	0.14%	0.31	0.16%

### SHORTGRASS PRAIRIE ALTERNATIVE SEED MIX RECOMMENDATIONS:

UPLAND SHORTGRASS PRAIRIE:

- 1) Seed Savers Exchange: Dry Grass Mix (https://shop.seedsavers.org/dry-grass-mix)
- 2) Prairie Restoration: Short Dry Prairie Graminoids (https://www.prairieresto.com/) 3) Prairie Restoration: Native Bee Lawn (https://www.prairieresto.com/)
- Prairie Restoration: Native Bee Lawn (https://www.prairieresto.com/)
   Prairie Restorations: PRI Native Bee Lawn (https://www.prairieresto.com/)

\*SEEDING RATE: REFER TO MANUFACTURE'S MIX RECOMMENDATION

### SHORELINE ALTERNATIVE SEED MIX RECOMMENDATIONS:

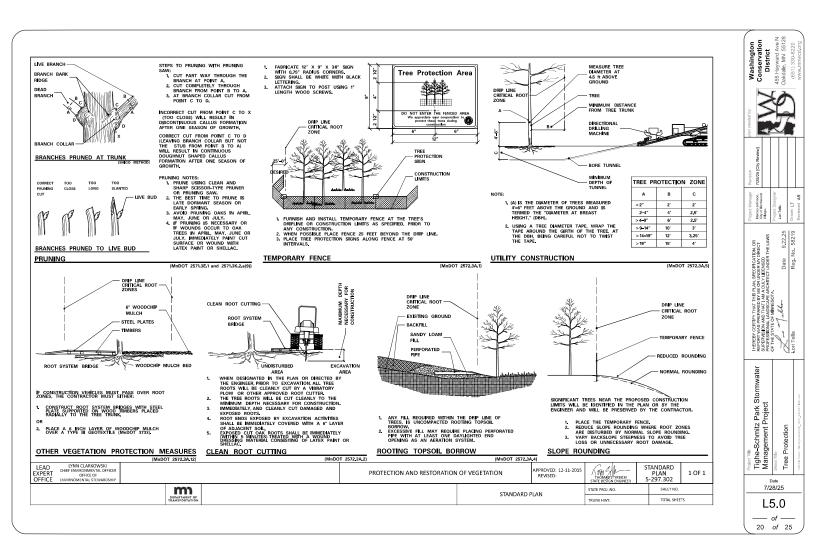
LOWER SHORELINE:

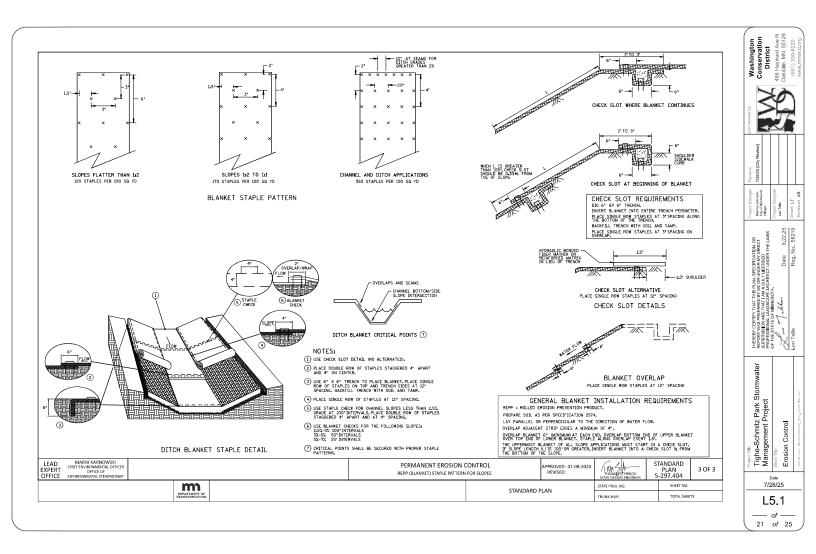
- 1) Seed Savers Exchange: Wet Grass Mix: (https://shop.seedsavers.org/wet-grass-mix)
- 3) MNL Lakeshore Mix: (https://mnlcorp.com/product/mnl-lakeshorewaters-edge-mix/)
  3) Prairie Restorations: Shoreline Wetland Grass Mix (https://www.prairieresto.com/)

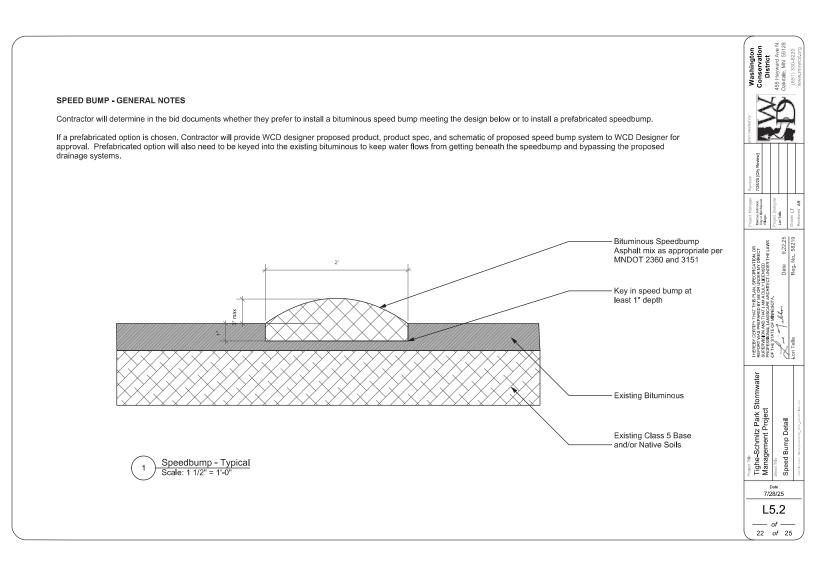
\*SEEDING RATE: SEE MANUFACTURE'S MIX RECOMMENDATION



Management Project
Management Pr







### PRE-CONSTRUCTION PROJECT NOTES

UTILITIES - It shall be contractor's responsibility to locate any existing utilities located within the project areas. Contractor is responsible for repairs of all damage that may occur to utilities during construction.

SITE ACCESS - At a minimum, activities within the buffer should be restricted through the use of construction fencing, flagging, or signage.

PROJECT BOUNDARIES - For the Shoreline Portion of the project the Ordinary High Water Line (OHWL) must be staked off and marked. Keep all construction traffic, equipment, and material stockpiles out of the proposed planting area. Project must be flagged or marked to prevent entry to the project area while construction is underway.

**TIMING AND WEATHER** - Installation with dry soil conditions is critical to prevent smearing and compaction. Schedule work for periods of dry weather. Do not work if soil conditions are wet.

TREE PROTECTION AND REPLACEMENT - Protection and care for existing trees, and replacement of damagade existing trees shall be per MNDOT Spec 2672. Perform clearing and grubbing operations in a manner that will not damage or jeopardize the surrounding plant life and property. Trees damaged during construction shall be replaced at a ratio of 1:1. Verify with appropriate agency prior to removal.

EROSION CONTROL REQUIREMENTS - Contractor is responsible for all on-site implementation of erosion and sediment controls in compliance with the requirements of the State of Minnesota NPDES/SDS Construction Stormwater General Permit. See the Minnesota Stormwater Manual for control methods.

PRE- CONSTRUCTION STABILIZATION - Disturbed areas upgradient from the buffer must be managed via appropriate perimeter controls, such as silt fencing, stormwater diversion berms/ditches, sediment traps, fiber logs, or other BMPs that prevent sediment-laden runoff from entering or leaving the buffer. Where areas within the buffer are actively eroding they should be stabilized via carefully targeted management practices prior to construction.

### **CONSTRUCTION NOTES**

TEMPORARY STABILIZATION - Stabilization of all exposed soils must be initiated immediately whenever construction has permanently or temporarily ceased for 7 calendar days, including stockpiles. Remove all erosion control measures after the work has been

EROSION CONTROL BLANKET - Erosion Control Materials must be bio-degradable natural fiber only, Blankets should be installed on sloped seeded areas. (MnDot Category 25, 30 or approved equal). No photo-degradable products, plastic netting or mesh are allowed. Installation shall be per MnDOT Specification 2575.3.

**GRADING** - Contractor responsible for grading and sloping finished grades to provide smooth and continuous slopes. Contact WCD if field adjustments are required.

SITE CLEANUP - Upon completion of the work, the contractor shall remove all excess material, debris, and equipment. Repair all damage to other work resulting from the Project.

SITE RESTORATION (vegetation) - Contractor shall repair damaged turf and open field areas within the Project area and any Staging areas. Repair of these areas shall be prepared according to MNDOT Spec 2574. Provide borrowed soil MNDOT Spec 3877 or purchased compost MNDOT Spec 3890. Turf areas shall be seeded with MNDOT seed mixture 25-131 or approved equal.

### SPECIAL PROJECT AREAS

**SEATING AREAS -** Install flagstone pathway and seating area. Coordinate with city on bench.

EDUCATIONAL SIGNAGE - By others

**IRRIGATION -** City will provide water from existing hydrant. Install temporary irrigation system.

### ESTABLISHMENT / MAINTENANCE

ESTABLISHMENT PERIOD - The establishment period shall be the period of time immediately following completion of installation through the first growing season. If planted in the spring, the first growing season shall refer to the end of installation, through the end of Autumn. If the area is planted in the fall, the growing season will be through the part year's Autumn.

ESTABLISHMENT RESPONSIBILITY - Contractor is responsible for the following tasks through the establishment period: weeding and plant replacement for the Project to ensure healthy, growing plants. Native seeded areas (excluding hillside buffer) will require seasonal mowing at least twice during the growing season to prevent weeds from going to seed. The frequency of visits shall be a minimum of eight occurrences annually to ensure proper weeding and watering. Additional tasks for the basin area include removing sediment and trash, ensuring proper functioning of berms and pipes, and repairing eroded areas. The hillside, basin and shoreline will require inspection to ensure erosion control is functioning correctly after major storms. Immediately address muddy runoff flows into or through the Project by adding regular silt fencing, rock berms, or fiber logs.

**WATERING** - Contractor is responsible for the following minimum watering standards immediately following the completion of planting throughout the establishment period:

Apply water as needed in combination with rainfall to achieve a minimum rate of 1 inch per week for plants, 2 inches per week for new trees. 2) During extreme heat or drought periods, increase watering to maintain moist soil to a depth of 4 inches, 3) Maintain adequate soil moisture in the upper 12-inches of soil for a minimum of 4 weeks after

WARRANTY - Contractor shall warranty plants for a minimum of 1 year. Contractor shall ensure a minimum of 70% coverage of planting area within one year. Plants that are found to be dead, or not achieving normal growth shall be replaced at the contractor's expense. A close out inspection at the end of the establishment period is required.



Tighe-Schmitz Park Stormwater
Management Project
Smert Tighe
Construction Notes

7/28/25 L6.0

\_\_\_\_ of \_\_\_ 23 of 25

### SITE PREP, SEEDING AND PLANTING

SITE PREPARATION - The forest wetland enhancement portion of the project includes minimal buckthorn and honeysuckle removal. Existing trees, native plants and downed wood should remain unless removal is peeded for access

SEED BED PREPARATION - must be completed in compliance with MnDDT 2574. Contractor must prepare the soil surface to provide a smooth, moist, and evenly textured foundation before sowing seed and/or placing plants. Move away leaf litter and debris before seeding. Loosen the soil to a depth of 3" to ensure good seed to soil contact. Use caution and avoid operating equipment on wet soils or slopes greater than 2:1.

PLANT BED PREPARATION - Must be completed in compliance with MnDOT 2574. Contractor must scarify existing soil to break compacted areas and allow for effective infiltration of water. The Contractor must prepare the soil surface to provide a smooth, moist, and evenly textured foundation before planting.

**SEEDING** - The native seeding and low-mow mix can be seeded using a hydro-seeder or broadcast seeded by hand. Seeding dates are typically October until snowfall, or in the spring before June 30th.

PLANT INSTALLATION - Each specimen must have root mass gently pulled apart prior to placement in the planting bed. All plant material must be completely buried in growing media to the base of the plant as it sits in the nursery container. Roots of each plant shall be completely surrounded by soil, and mulch

**SOIL AMENDMENTS** - Soil amendments such as biochar and MnDot Grade 2 compost or topsoil may be applied in upland areas. Do not apply fertilizer with native seed mixes or plantings,

**MULCH -** Straw mulch must be certified weed-free. Straw mulch may be used in seeded areas if erosion is not a concern. Install a 2-3 inch layer of double shredded bark mulch for planted landscape areas.

ESTABLISHMENT AND EROSION CONTROL - Stabilize seeded areas with an erosion control blanket or certified weed free straw within 24 hours of seeding. MnDOT Category 25 Erosion Control Blankets shall be used on areas exceeding 4H:1V slope.

**HERBIVORE PROTECTION** - Tree guards and protection fencing are recommended for new trees and plantings.

### TREES AND SHRUBS

TREE & SHRUB PLANTING - Must be completed in compliance with MnDDT 2575. Contractor must remove soil sufficient for the placement of tree and shrub material to the base of the plant as it sits in the nursery container. Sub-grade at the base of each tree and shrub shall be scarified to a depth of one (1) foot prior to proper placement of plant. The area around the base of each tree and shrub shall be removed to a width of twice (2x) the existing radius of root mass for each nursery specimen. Root mass of each specimen must be gently pulled apart prior to placement. Roots of each plant should be surrounded by soil, not mulch. Area around the base of each tree and shrub shall be backfilled with native soils to meet grade.

### **TURF NOTES**

**RESTORATION** - Repair turf areas outside of the planting areas that are disturbed due to construction. Turf along paved surfaces shall be graded to allow for 1.5" below the surface of the pavement.

**WATER** - Irrigate turf regularly for a minimum of 30 days to ensure establishment of permanent vegetation.

### LOW MOW TURF

SEED BED PREPARATION - must be completed in compliance with MnDOT 2574. Maintain a minimum 6' wide border of low-mow turf around the edges of the project to allow for mowing equipment.

SEEDING - Site Prep and Broadcast Seeding: The best time to plant No Mow Lawn Seed Mix is between August 20 and October 20. Fall seeding is strongly recommended, but spring seeding can be successful with irrigation. Remove existing grass and prepare the bed for seeding. Seeding requires a tilled seed bed free of rocks or clumps. Broadcast the seed and cover with one eighth inch of soil. Press the seed into the soil. Mulch the area with a light covering of weed-free straw mulch or erosion control blanket.

LOW MOW LAWN MAINTENANCE - Once mature let the lawn grow. Do not mow closer than 3.5 inches to avoid weakening the turf.

EDGING - 4" Aluminum or steel edging shall be staked every 30".

### IRRIGATION NOTES

IRRIGATION - An irrigation system is not installed at the park. Water is available onsite and can be provided by the city. Coordinate watering needs and timeline in pre-construction meetings. See watering requirements for minimum standards.

### WCD BIORETENTION DESIGN AND INSTALLATION STANDARDS

INFILTRATION AREAS Install erosion control devices to prevent sediment from entering or leaving the site during construction. Use light tracked equipment to minimize tracking and compacting over the infiltration areas. Upland drainage areas shall remain diverted from infiltration basin area until the infiltration basin has been fully stabilized

SUBSOIL PREPARATION - Decompact subsoil in all infiltration areas. Use a backhoe ripper attachment or other approved method to reach a depth of at least 18 inches below subgrade. Avoid compacting or smearing of soils. Rip underlying soils to remove compaction.

SUBSOIL TESTING - Subsoil infiltration testing is required prior to the placement of any infiltration media. After the subsoil is decompacted, test the infiltration area to verify the infiltration area les between 2"-8" per hour, and that the infiltration area will drain dry within 48 hours. This can be accomplished by an infiltration test, a performing doublering infiltrometer tests (ASTM d3385) in the bottom of the basin, or by filling the infiltration basin and timing how long it takes to drain from maximum water depth to dry bottom. If this requirement cannot be met, contact the owner's representative before proceeding.

UNDERDRAIN Underdrains are required if the infiltration rate is not 2" per hour. Pipes should have a minimum of 3 inch depth of washed #57 stone above and on each side of the pipe (stone is not required below the pipe). And a 2 inch layer of choking stone (3/4" to 1/2") on top of the crushed stone.

SOIL REPLACEMENT MEDIA - The replacement soil media shall be a well-blended mixture of 60% ASTM C-33 coarse washed sand (MNDOT 3126) and 30% lopsoil and 10% organic materials such as compost or peat from Plaisted's (or approved equal). If it is necessary to work in the infiltration area, only low ground pressure tracked equipment should be allowed to complete the work. Leveling and final grading within the cell must be completed by hand.

PIPE CONNECTIONS - Cleanout assemblies and solid pipe connections shall be Sch. 40 PVC, SDR 35, HDPE pipe or equal. The minimum pipe diameter is 4 inches. Perforations should be 3/8 inches. Use solid sections of non-perforated pvc piping and watertight joints wherever the underdrain system passes below berms, down steep slopes, makes a connection to a drainage structure, or daylights on grade. Install underdrains with a minimum slope of 0.5 percent.

CLEANOUTS AND GATE VALVE -Include observation/cleanouts for underdrain, one at the upstream end and one at the downstream end. Cleanouts should be at least 4 inches diameter vertical non-perforated schedule 40 pvc pipe, and extend to the surface. Cap cleanouts with a watertight removable cap. Include accessible knife gate valve on its outlet to allow the option of operating the system as either an infiltration system, filtration system, or both.

HERENCERIPY THAT THIS PLAN. SPECIFICATION, OR EXPONENTIAL THIS PLAN. SPECIFICATION, OR SPECIFICATION,

Tighe-Schmitz Park Stormwater
Management Project
Stort Title
Restoration Notes

7/28/25 L6.1

\_\_\_ of \_\_\_ 24 of 25































A CONTRACTOR OF THE PARTY OF TH	Revision 7/28/25 [City Revie		
	Project Manager Marcus Johnson, City of Birchmood Village.	Project Designer Lori Tella	Drawn LT Reviewed AR
	HERBY CERTIEY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUBERVIEWS PROFESSIONAL LANDSCAPE, ARCHITECT UNDER THE LANDS	OF THE STATE OF MINNESOTA  Date 9.22.25	Lori Tella Reg. No. 58219
	ater		

Tighe-Schmitz Park Stormwa Management Project

Date 7/28/25 L6.2 of \_\_\_\_\_ 25 of 25

# **ITEMS REQUIRING BOARD ACTION**

1. City of Forest Lake Cost Share for Clear Lake Shoreline (Matt Kocian)

### **MEMORANDUM**

### **Rice Creek Watershed District**



To: RCWD Board of Managers

From: Matt Kocian, Lake and Stream Manager

Subject: Cost Share Agreement, City of Forest Lake, Clear Lake Shoreline Stabilization

### Introduction

Seeking Board approval of cost-share agreement with the City of Forest Lake

### **Background**

Clear Lake is located in the City of Forest Lake, at the top of the Rice Creek watershed. The lake is approximately 429 acres with a maximum depth of 28 ft. The western shoreline of Clear Lake is immediately adjacent to Eureka Avenue, a Forest Lake city road. Eureka Avenue runs from Hwy 97 in Columbus to 11<sup>th</sup> Avenue in Forest Lake. The road is in very poor condition (Fig 1) and in need of significant repair. The adjacent lakeshore is also in poor condition, with significant erosion (Fig 1). The lakeshore receives heavy vehicle and foot traffic; it is a popular destination for shoreline fishing, especially in the spring. There is a sliver of land between the road and the lake, owned by the Minnesota Department of Natural Resources (DNR). Within this narrow corridor, stakeholders have a diverse set of priorities:

City of Forest Lake – road condition; vehicle and pedestrian safety RCWD / Wash. Cons. Dist. – shoreline erosion; water quality protection DNR – preserve shoreline fishing access Clear Lake Association – vehicle and pedestrian safety; water quality protection



Figure 1. Left: Eureka Ave in poor condition Right: Erosion between Eureka Ave and Clear Lake

Due to the narrow road corridor, the proximity to Clear Lake, and the diversity of stakeholder priorities, progress to reconstruct Eureka Avenue and stabilize the shoreline has been slow. To advance our priorities with shoreline work, the District engaged Washington Conservation District (WCD). WCD completed a site visit and developed conceptual designs; these designs were used to facilitate meetings among stakeholders.

# **MEMORANDUM Rice Creek Watershed District**



Recently, the City of Forest Lake acquired State Aid funds to fully reconstruct Eureka Avenue. This includes funding for some shoreline stabilization and shoreland fishing access improvements. However, it does not include funding for vegetative restoration envisioned in the WCD conceptual designs. The City of Forest Lake is requesting cost-share dollars from the District to cover vegetative restoration. The Engineer's Estimate for <u>all</u> shoreline work, including City-paid rip rap and fishing access, is approximately \$408,000. The vegetation restoration, for which the District would be responsible, is estimated at \$58,000 (~14% of the total cost). District staff anticipated this cost, and it is included in the approved 2026 budget (see line item 60-29 – Clear Lake Water Management Project).

The proposed project is consistent with the priorities in the RCWD's Watershed Management Plan, including erosion control, and water quality protection.

The City intends a construction contract to be awarded in mid-October, with shoreline work occurring in spring of 2026. However, there are significant schedule complexities, including land easements granted by the DNR. It is possible that this project will be pushed to 2027.

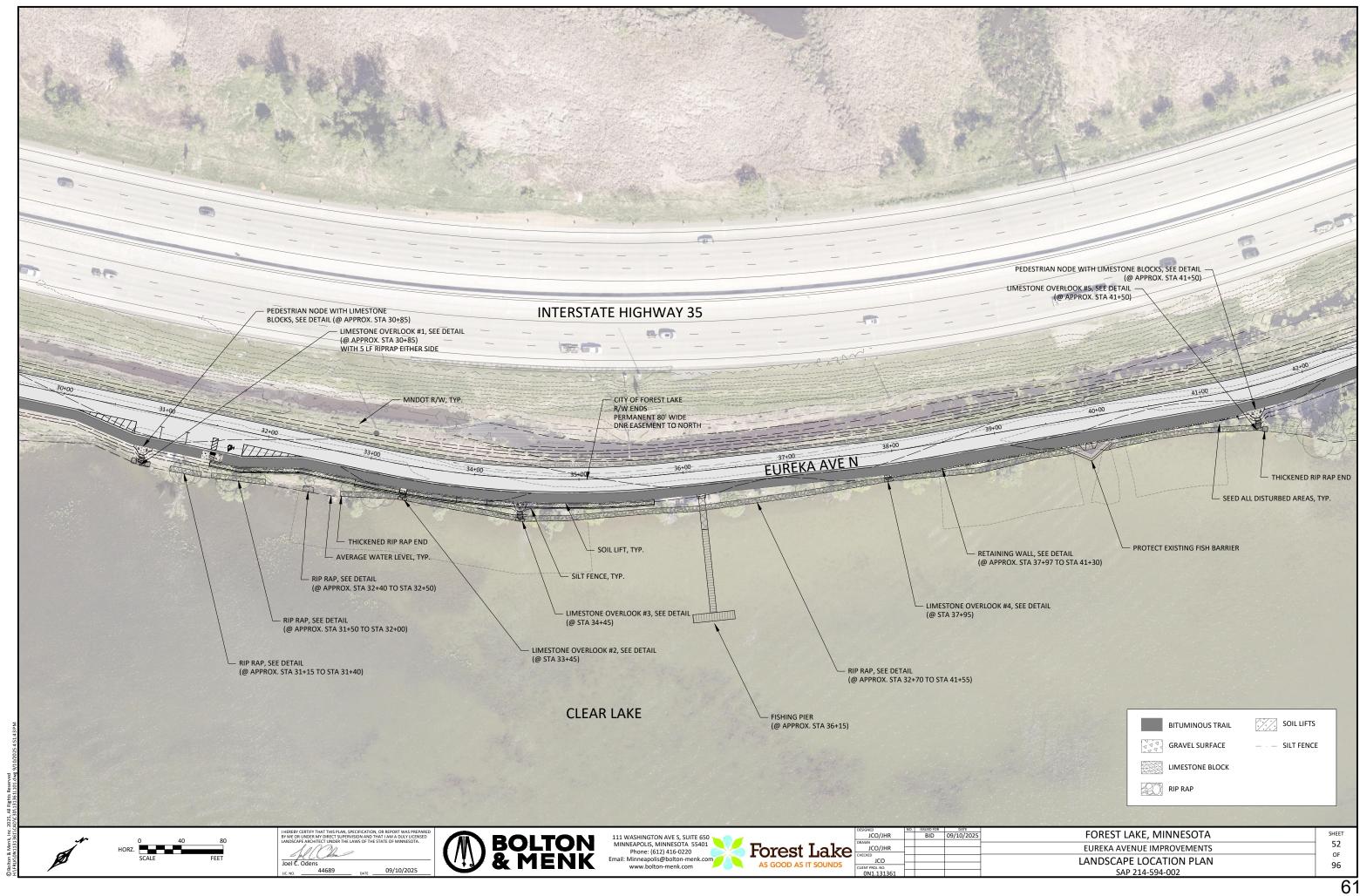
### **Staff Recommendation**

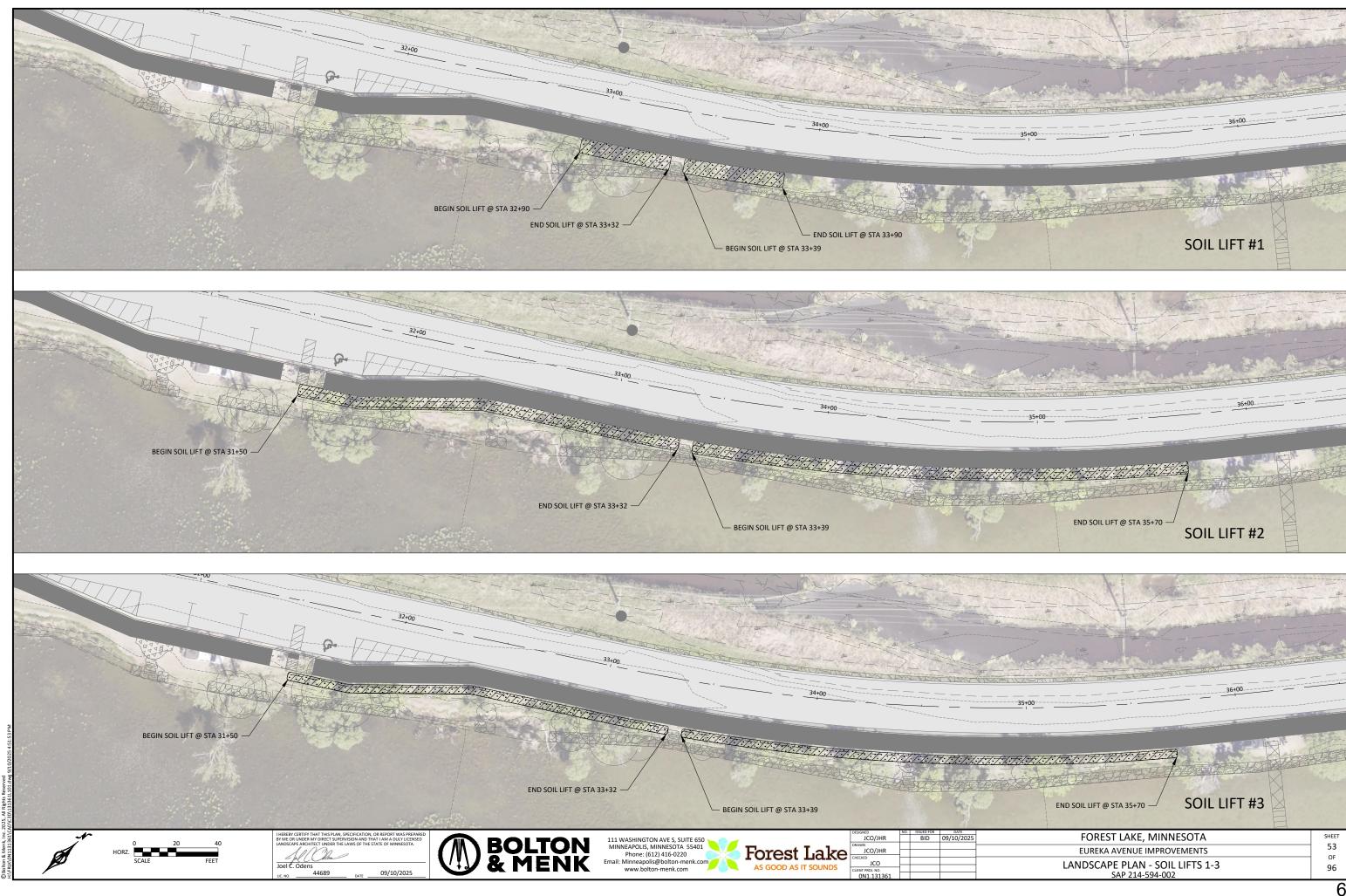
Staff recommend working with the City of Forest Lake to partially fund the Eureka Avenue Improvement Project. Due to unknowns in the bids for vegetative restoration, staff are recommending a motion that includes the full line-item amount in the approved 2026 budget (\$85,000).

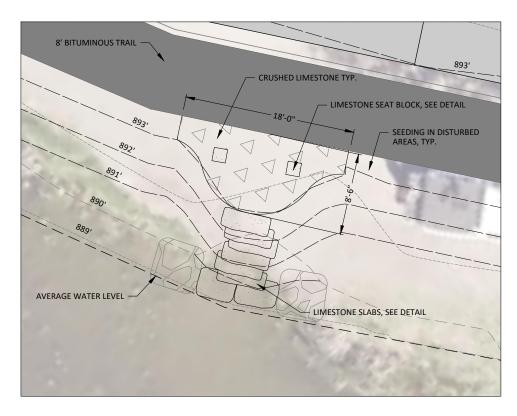
Manager \_\_\_\_\_ moves to authorize the Administrator, on advice from counsel, to develop and execute a cost-share agreement with the City of Forest Lake for the Eureka Avenue Improvement Project, not to exceed \$85,000

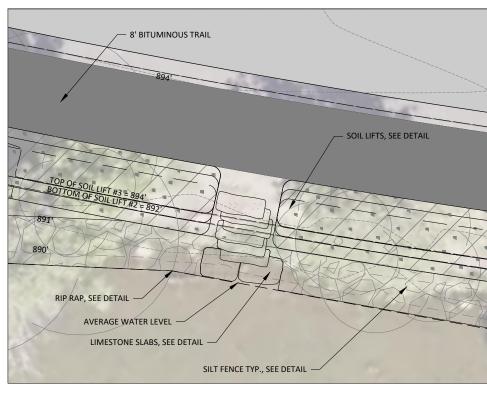
### **Attachment**

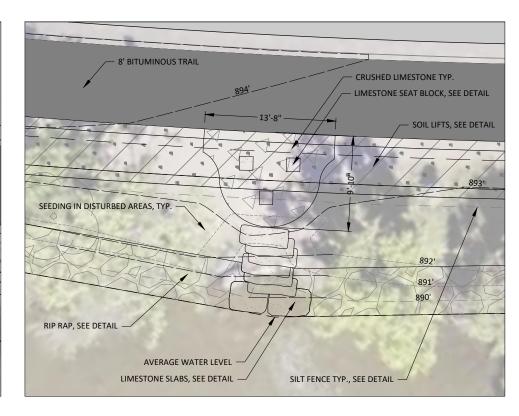
 Eureka Avenue Improvement Project, Landscape Plan sheets (See "Alternate 3", highlighted in red, on sheet 56)







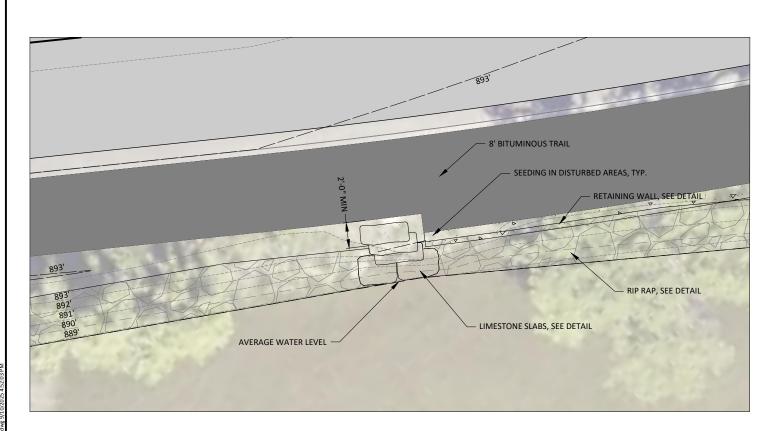




DETAIL PLAN: OVERLOOK 1 (APPROX. STA. 30+85)

DETAIL PLAN: OVERLOOK 2 (APPROX. STA 33+45)

DETAIL PLAN: OVERLOOK 3 (APPROX. STA 34+45)



SEEDING IN DISTURBED AREAS, TYP.

RETAINING WALL,
SEE DETAIL

LIMESTONE SLABS, SEE DETAIL

RETAINING WALL,
SEE DETAIL

RIP RAP, SEE DETAIL

RIP RAP, SEE DETAIL

AVERAGE WATER LEVEL

3 DETAIL PLAN: OVERLOOK 4 (APPROX. STA 37+95)

5 DETAIL PLAN: OVERLOOK 5 (APPROX. STA 41+50)



HERREW CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED SERVICE OF THE STATE OF MINNESOTA.

JOHN COMMITTEE OF THE STATE OF MINNESOTA.

JOHN COMMITTEE OF MINNESOTA.

JOHN COMMITTEE OF MINNESOTA.

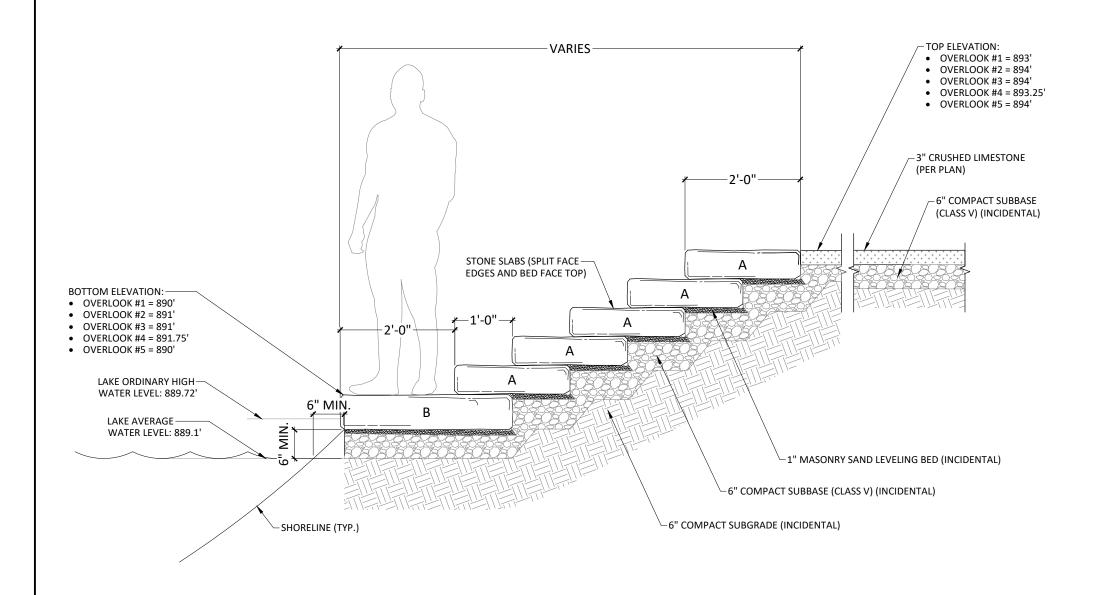
LIC NO. 44689

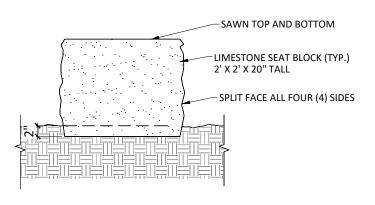
DATE 09/10/2025





/JHR	NO.	BID	09/10/2025	FOREST LAKE, MINNESOTA	SHEET
/JHR	Н			EUREKA AVENUE IMPROVEMENTS	54
CO NO.	F			LANDSCAPE PLAN - OVERLOOKS	96
31361				SAP 214-594-002	





NOTE:

SEE SHEET 54 FOR LIMESTONE SEAT BLOCK NODES

DETAIL SECTION: LIMESTONE SEAT BLOCK

### STONE SLAB QUANTITIES AND SIZES

NOTE:

STONE SLABS AND CRUSHED LIMESTONE SEATING AREA TO CONNECT TO BITUMINOUS TRAIL AND CLEAR LAKE. STONE QUANTITY AND PLACEMENT TO BE APPROVED BY OWNER AND/OR OWNER'S REPRESENTATIVE

OVERLOOK #1 STONE QUANTITIES

 STONE ID
 SIZE
 QTY

 A
 60"X24"X6"
 6

 B
 48"X36"X6"
 2

 SEAT BLOCK
 2

OVERLOOK #2 STONE QUANTITIES

STONE ID SIZE QTY

A 60"X24"X6" 6

48"X36"X6"

 STONE ID
 SIZE
 QTY

 A
 60"X24"X6"
 6

 B
 48"X36"X6"
 2

 SEAT BLOCK
 3

**OVERLOOK #3 STONE QUANTITIES** 

OVERLOOK #4 STONE QUANTITIES

STONE ID SIZE QTY

A 60"X24"X6" 3

48"X36"X6"

 OVERLOOK #5 STONE QUANTITIES

 STONE ID
 SIZE
 QTY

 A
 60"X24"X6"
 8

 B
 48"X36"X6"
 2

 SEAT BLOCK
 2

1 DETAIL SECTION: OVERLOOKS

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AND A DULY UCENSED LANDSCAPE ARCHITECT UNDER THE UNIS OF THE STATE OF MINNESOTA.

JOEL C. Odens

44689

09/10/2025





	JCO/JHR	NO.	BID	09/10/2025	FOREST LAKE, MINNESOTA	SHEE
	JCO/JHR	Н			EUREKA AVENUE IMPROVEMENTS	55
•	JCO				LANDSCAPE DETAILS	96
	ON1.131361				SAP 214-594-002	50

### ALTERNATE 3 - SOIL FILLED RIP RAP NOTES:

- SOIL FILL SHALL BE PRE-BLENDED AND APPLIED INTO RIP RAP VOIDS BETWEEN EACH RIP RAP LIFT ABOVE THE AVERAGE WATER LINE. RIP RAP VOIDS BELOW THE AVERAGE WATER LINE SHALL BE BACKFILLED WITH MATERIAL EXCAVATED FROM THE TOE. APPLY A MINIMAL RATE OF WATER BETWEEN EACH RIP RAP/SOIL LIFT TO ENCOURAGE SETTLING OF THE SOIL FILL INTO VOIDS. THE FINAL SOIL LIFT SHALL BE FLUSH WITH THE TOP OF THE RIP RAP SURFACE.
- 2. SOIL FILL MATERIAL SHALL BE:
- 2.1. SANDY CLAY LOAM TOPSOIL BORROW (MNDOT 3877.2.C) WITH MINIMUM 60% SAND, OR
- A BLEND OF 80% SAND AND 20% PEAT.

BITUMINOUS TRAIL

- PHOSPHOROUS INDEX (P-INDEX) VALUE OF LESS THAN 30 MILLIGRAMS PER KILOGRAM UPON TESTING.
- 3. THE SURFACE OF THE SOIL FILLED RIP RAP ABOVE THE AVERAGE WATER LINE SHALL BE SEEDED WITH MNDOT SEED MIX 34-261 OR BWSR SEED MIX 34-264 (LAKESHORE MOIST SOILS).
- 3.1. DO NOT ADD FERTILIZER.

### Construction of "Alternate 3" items would be the responsibility of the Rice Creek Watershed District

2" X 4" X 36" UNTREATED HARDWOOD-

ALTERNATE 3 - LIVE FASCINE BUNDLE -

LIVE STAKES MUST EXTEND DOWN TO

THE NORMAL DRY SEASON WATER LEVEL

(SEE NOTES ABOVE)

WEDGES/DEAD STOUT STAKES CUT DIAGONALLY, SPACED 3' O.C.

### ALTERNATE 3 - LIVE FASCINE BUNDLE NOTES:

- 1. APPROX. STA. 33+50 TO 41+50: TRENCH IN FASCINE BUNDLES ALONG TOP EDGE OF RIP RAP IN AREAS WHERE EXISTING LIVE WOODY VEGETATION (TREES/SHRUBS) ABOVE THE RIP RAP IS SPARSE OR WHERE WOODY VEGETATION DISTURBANCE OR REMOVAL OCCURS.
- BUNDLES SHALL BE 8-12" DIAMETER WITH LIVE CUT BRANCHES OF MIXED WILLOW AND DOGWOOD SPECIES RANGING FROM 0.5-2.0" DIAMETER. 3-8' LONG. AND SECURED WITH BIODEGRADABLE 6MM COIR TWINE AT 12" INTERVALS.
- FASCINE BUNDLES CANNOT DRY OUT PRIOR TO INSTALLATION, INSTALL WITHIN 48 HOURS OF HARVESTING OR WITHIN 10 DAYS OF HARVESTING IF PROPERLY STORED.
- DIG TRENCH NO MORE THAN 1 HOUR BEFORE INSTALLING BUNDLES TO MINIMIZE DRYING OF 3. SOILS.
- TRENCH DEPTH SHALL BE 3/4 OF BUNDLE DIAMETER. 3.1.
- OVERLAP BUNDLE ENDS IN THE TRENCH SO NO GAPS REMAIN. 3.2.
- BUNDLES SHALL BE SECURED IN PLACE WITH HARDWOOD WEDGES/DEAD STOUT STAKES AT 3' INTERVALS.
- COVER BUNDLES WITH MOIST LOOSE NATIVE SOIL BACKFILL, WORKING IT INTO THE 3.4.

(SEE NOTES ABOVE)

ANTICIPATED PLACEMENT OF FASCINE BUNDLES IS EARLY SPRING 2026. PRIOR TO APRIL 15TH.

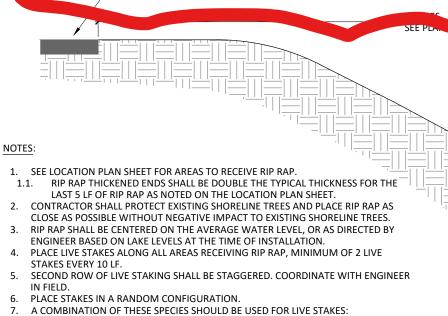
- ALTERNATE 3 - SOIL FILLED RIP RAP

-5'-0" TYP.

FASCINE BUNDLES CANNOT BE PLANTED AFTER BUD-OUT

### **ALTERNATE 3 - LIVE STAKES NOTES:**

1. INCREASE DENSITY TO A MINIMUM OF 2 LIVE STAKES EVERY 5 LF.



- SALIX EXIGUA (SANDBAR WILLOW)
- 7.1.1. 50% OF LIVE STAKES
- SALIX NIGRA (BLACK WILLOW) 7.2.
- 20% OF LIVE STAKES
- CORNUS SERICEA (RED OSIER DOGWOOD) PLACE LOWER ON SHORELINE. 7.3.
- 15-30% OF LIVE STAKES
- CORNUS RACEMOSA (GRAY DOGWOOD) PLACE HIGHER ON SHORELINE.
- 0-15% OF LIVE STAKES 7.4.1.
- LIVE STAKES MUST HAVE SIDE BRANCHES REMOVED & BARK INTACT.
- LIVE STAKES SHALL BE MINIMUM 1.5"-2" DIA. AND 4' LONG, AND LONG ENOUGH TO EXTEND WELL INTO DRY SEASON WATER LEVEL.
- 10. LIVE STAKES CANNOT DRY OUT PRIOR TO INSTALLATION, INSTALL WITHIN 48 HOURS OF HARVESTING OR WITHIN 10 DAYS OF HARVESTING IF PROPERLY STORED.
- 11. CONSTRUCTION SEQUENCE:
- 11.1. PLACE GRANULAR FILTER AND FIRST LIFT OF RIP RAP.
- PREPARE HOLES FOR LIVE STAKES USING STEEL ROD, STINGER OR WATERJET
- TAMP LIVE STAKES INTO THE PREPARED HOLES WITH BASEL ENDS OF CUTTINGS EXTENDING INTO UNDISTURBED SOIL.
- CAREFULLY PLACE, OR HAND PLACE, SECOND LIFT OF RIP RAP AROUND THE LIVE STAKES, ENSURING STAKES ARE NOT DAMAGED, AND ALLOW GROWING TIPS TO PROTRUDE SLIGHTLY ABOVE THE ROCK.
- LIVE STAKES MUST PROTRUDE ABOVE THE WATER LEVEL.
- 12. ANTICIPATED PLACEMENT OF RIP RAP AND LIVE STAKES IS EARLY SPRING 2026, PRIOR TO APRIL 15TH

TYPICAL RIP RAP W/LIVE STAKES DETAIL

12.1. LIVE STAKES CANNOT BE PLANTED AFTER BUD-OUT.





LIVE STAKES SHALL BE SQUARE CUT AND UNDAMAGED IF DAMAGED DURING INSTALLATION, A CLEAN CUT BELOW DAMAGED AREA IS ALLOWABLE, BUT STAKE MUST STILL MEET THE MINIMUM LENGTH AND 2 BUDS EXPOSED -ENSURE AT LEAST 2/3 OF EACH LIVE STAKE IS IN CONTACT WITH SOIL WITH A MINIMUM OF 2 BUDS EXPOSED ABOVE RIP RAP **AVERAGE** WATER LEVEL: 889.1 LIMESTONE RIP RAP (MNDOT CLASS III, 6"-18") RIP RAP SHALL BE ANGULAR -6" GRANULAR FILTER LAYER (MNDOT 3601.2.E) BASAL END CUT AT ANGLE FOR SOIL PENETRATION AND DIPPED IN IBA ROOTING HORMONE POWDER (RHIZOPON AA #2 OR EQUAL)

PLANT AT RANDOM INTERVALS

DEPENDANT UPON RIP RAP VOIDS

**EVERY 10 LF** 

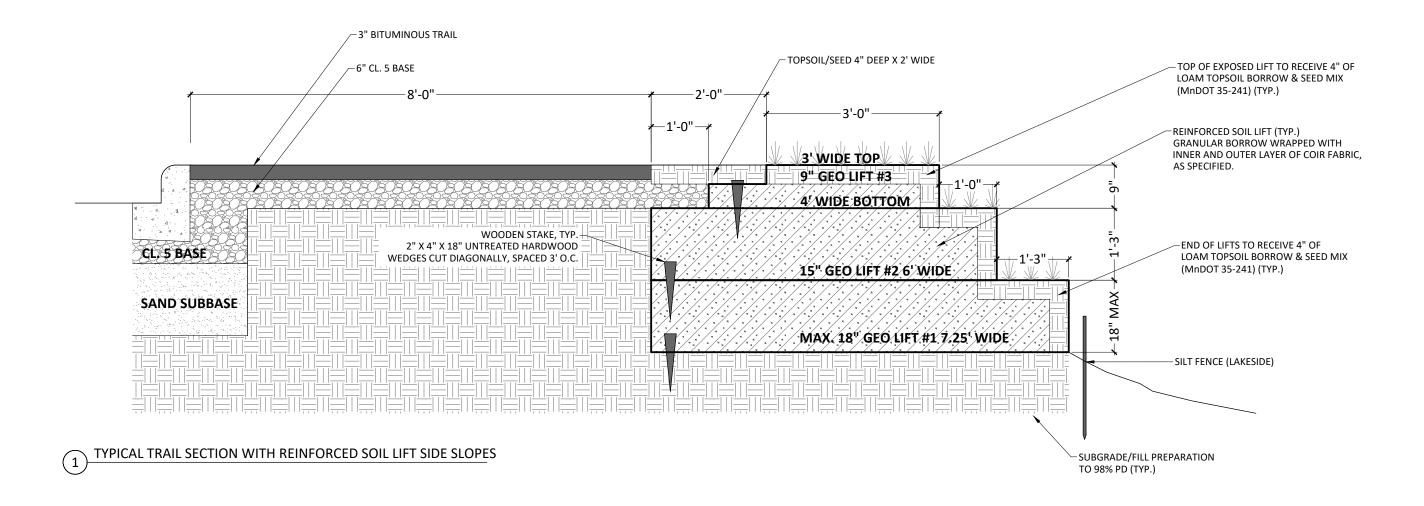
(ALTERNATE 3: MINIMUM OF 2

LIVE STAKES EVERY 5 LF)

MINIMUM OF 2 LIVE STAKES

### GENERAL NOTES ON SECURING COIR FABRIC

- SECURE THE OUTER FABRIC WITH WOODEN STAKES THROUGH THE FABRIC ON 3' CENTERS. STAKE HOLES SHALL NOT BE PRECUT. DRIVE STAKES TO 2" FROM TOP OF STAKE.
- OUTER FABRIC ENDS SHALL BE JOINED BY OVERLAPPING A MINIMUM OF 3'.
   INNER FABRIC ENDS SHALL BE BUTTED TOGETHER, NOT OVERLAPPED.
   OVERLAPS SHALL BE STAGGERED FROM LIFT TO LIFT BY A MINIMUM OF 10'.
- 3. BROADCAST SEED MIX ON TOPSOIL BEFORE SECURING FABRIC.



I HEEREY CERTIFY THAT THE FAM. SECCHICATION, OR REPORT WAS MEPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOEL C. Odens

44690

00/40/2015





DESIGNED	NO.	ISSUED FOR	DATE	FOREST LAVE ANNIHESOTA	
JCO/JHR		BID	09/10/2025	FOREST LAKE, MINNESOTA	SHEET
ORAWN				FUDERA AVEAULE INADDOVENATATO	57
JCO/JHR				EUREKA AVENUE IMPROVEMENTS	OF
JCO				LANDSCAPE DETAILS	
LIENT PROJ. NO.					96
0N1.131361				SAP 214-594-002	

# ITEMS REQUIRING BOARD ACTION

2. Water Quality Grant Program Approval (Molly Nelson)

### **MEMORANDUM**

## **Rice Creek Watershed District**



To: RCWD Board of Managers

From: Molly Nelson, Outreach and Grants Technician
Subject: 2026 Water Quality Grant Program Release

### Introduction

The RCWD has operated its Water Quality Grant Program since 2008. Every year, the District releases the program with any updates approved by the Board.

### **Background**

The Board will consider the Water Quality Grant Program at its October 8th, 2025 meeting. Staff updates include minor changes to the technical services agreements involving updated hourly rates and technical services budgets for Anoka Conservation District (ACD), Washington Conservation District (WCD), and Ramsey County Soil and Water Conservation Division (Ramsey SWCD). Staff will incorporate any additional recommended changes to the program documents that are a consensus position at the Board Workshop on October 6<sup>th</sup>, 2025.

Consistent with previous years, the RCWD will enter into technical service agreements with the Anoka Conservation District, Washington Conservation District, and the Ramsey County Parks & Recreation Soil and Water Conservation Division to provide technical assistance to landowners. The allocated 2026 technical services funds in the 90-01 budget were increased in mid-2025 to reflect the increasing hourly rates schedules. The new designated fund amounts for 2026 are listed below:

- Anoka Conservation District (ACD)—\$17,500.00
- Ramsey County Soil and Water Conservation Division (Ramsey SWCD) \$29,000
- Washington Conservation District (WCD)-\$17,500.00

### **Staff Recommendation**

District staff recommend that the Board of Managers approve the 2026 Water Quality Grant Program and the amended 2026 technical services agreements with the ACD, Ramsey SWCD, and WCD.

### **Proposed Motions**

Manager	moves to approve the 2026 Water Quality Grant Program as presented and to
authorize staff to p	romote and implement the 2026 Water Quality Grant Program.
N.A	and the court of the District Administrator to sign the arrange of 2026
Manager	moves to authorize the District Administrator to sign the proposed 2026
	greements with the ACD, Ramsey SWCD, and WCD, in amounts not to exceed
\$17,500, \$29,000, a	and \$17,500 respectively, to provide technical assistance for RCWD's Programs,
with any further no	n-material changes and on advice of counsel.

### **Attachments**

2026 Water Quality Grant Program Documents

# **MEMORANDUM**



## **Rice Creek Watershed District**

- 2026 Anoka Conservation District Technical Service Agreement
- 2026 Ramsey County Soil and Water Conservation Division Technical Service Agreement
- 2026 Washington Conservation District Technical Service Agreement

## SERVICE AGREEMENT

### **BETWEEN**

# ANOKA CONSERVATION DISTRICT AND RICE CREEK WATERSHED DISTRICT

**FOR** 

### 2026 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, 2026 to December 31, 2026 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 \$17,500.00 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 <a href="https://www.anokaswcd.org">www.anokaswcd.org</a>.

### 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	ANOKA CONSERVATION DISTRICT
Ву:	Ву:
lts:	lts:
Date:	Date:

#### **EXHIBIT A**

#### 2026 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** 

#### 2026 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, 2026 to December 31, 2026 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 \$29,000.00 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:	ACCEPTED BY:
RICE CREEK WATERSHED DISTRICT	RAMSEY COUNTY- COUNTY MANAGER
Ву:	Ву:
Its:	lts:
Date:	Date:
	RAMSEY COUNTY-PARKS AND RECREATION DEPARTMENT
	Ву:
	lts:
	Date:
	APPROVED AS TO FORM: RAMSEY COUNTY-ATTORNEY'S OFFICE
	Ву:
	Its:
	Date:

#### **EXHIBIT A**

#### 2026 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**

#### 2026 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

#### RAMSEY COUNTY BOARD-APPROVED SWCD HOURLY SERVICE FEE SCHEDULE

Position	Rate
Environmental Resource Specialist	\$85/Hour

### SERVICE AGREEMENT

#### **BETWEEN**

# WASHINGTON CONSERVATION DISTRICT AND RICE CREEK WATERSHED DISTRICT

**FOR** 

#### 2026 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, 2026 to December 31, 2026 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 \$17,500.00 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	WASHINGTON CONSERVATION DISTRICT
Ву:	Ву:
Its:	lts:
Date:	Date:

#### **EXHIBIT A**

#### 2026 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.

#### 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.

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**

# 2026 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	Individu	al / Group		Other Grant Award			Amendment	Cancelled	
				Yes O	No (	9	Date:	Date:	
APPLICANT INFORMATION									
Applicant	•	Phone			F	mail			
Applicant		Thone				mun			
Mailing Address		City Stat		tate		Zip			
Nater Quality Praction	CE / PROJECT LO	CATION							
Physical Address			Municipa	lity			County		
Parcel ID		Nearest lake, stream or wetla	nd that the	proposed prac	ctice drains	; to	Estimated distance to nearest waterbody		
PROJECT INFORMATION						'			
Project Description (Attach ad	ditional sheets if ne	ressary)							
Troject Description (Attach ad	artional sheets if he	essui y j							
									II.

#### CONTRACT INFORMATION

in the contract for the work).

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

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.

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

Date

#### **APPLICANT SIGNATURES**

Landowner / Legal Representative

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

Mailing Address	C	îity	State	Zip
WATER QUALITY PRACTICE				
Eligible recognized practice(s)	С	Other practice(s)		Total Cost Estimate
TECHNICAL ASSESSMENT AND COST ESTIMATION I have reviewed the site where the about and that the estimated quantities and	ve listed water		re to be installed and find	d that they are needed
County Conservation Specialist Representative	·		Date	
AMOUNT AUTHORIZED FOR GRANT (ENCU	MBRANCE)			
Grant award is not to exceed	or	percent of the to	tal eligible cost, whichev	er is less.
Rice Creek Watershed District Board President			Board Meeti	ng Date

# OPERATION AND MAINTENANCE AGREEMENT FOR WATER QUALITY PRACTICES

	THIS AGREEMENT is made on this	day of	, 2026 (Effective Date)
by	·		(Owner), of the property located at
			(Property), and the Rice Creek
Wate	ershed District (RCWD), a Minnesota Sp	ecial Purpos	e 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:

- 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: Dated:\_\_\_\_\_ Owner: OWNER: The foregoing instrument was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_\_, 2026, by \_\_\_\_\_\_, Owner. Notary Public Rice Creek Watershed District Dated: 4325 Pheasant Ridge Drive NE, Suite 611 RICE CREEK WATERSHED DISTRICT: Blaine, MN 55449 lts: \_\_\_\_ The foregoing instrument was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_\_, 2026, 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**

# **ITEMS REQUIRING BOARD ACTION**

3. Citizen Advisory Committee Applicants (Kendra Sommerfeld)

#### **MEMORANDUM**

#### **Rice Creek Watershed District**



To: RCWD Board of Managers

From: Kendra Sommerfeld, Communications & Outreach Manager

**Subject:** 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 a Ramsey County resident.

#### **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.

#### **Proposed Motion**

It was moved by Manager \_\_\_\_\_ and seconded by Manager \_\_\_\_\_, to appoint Jim McDonald and Lisa Gebhard to the RCWD's Citizen Advisory Committee.

#### **Attachments**

- Jim McDonald's CAC Application
- Lisa Gebhard CAC Application

1 | Page

# Citizen Advisory Committee Application



#### General Information

your personal information	Line.			
IIII O I I I I I I I I I I I I I I I I	Jim	McDo	onald	Α
	ADDRESS	CIT	Y	STATE
	ZIP CODE	COUNTY	EMAIL ADDRESS	
	PRIMARY PHONE NUMBER	IS IT A CELL PHONE	SECONDARY PHONE NUMBI	ER
	ARE YOU A RCWD RESIDENT			
	YES, HOW LONG 12	NO		
	PREFERRED CONTACT			
	EMAIL MAIL	PHONE 🗸		
Experience				
Membership Category				
Soil and Water Conser	rvation District/Department Rep.	Agriculture		
County Board Member	r	✓ Citizen (at large)		
City or Town Official		Other:		
Sportmen's Organizat	ion Member			
Qualifications (include: educ	cation, occupation, volur	nteer experiences,	etc.)	

#### Civic, professional and community activities (past and present)

I've served as a mentor to students though 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 communicty events that foster responsible lake stewardship. Professionally I lead advanced engineering initiatives that support national defense and aviation safety.

I've activly mentored students from both the University of Minnesota and Totino-Grace High School supporting STEM education. I also support volunteer activites at St. John's school in New Brighton.

# Rice Creek Watershed District Citizen Advisory Committee Application



#### Reasons for wanting to serve on the RCWD Citizen Advisory Committee

sustainab public-sed	ility of the surrounding ctor collaboration, I hop ources; I want to help	environment. With my be to contribute a thou	y backgrou ightful, prac	atershed and the long-term nd in complex systems and ctical voice to the stewardship o alance environmental protectio	
Other com	iments				
SIGNATI	JRE			DATE	
Jim	A. McDonald			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

Cell: 763-398-3073

Email: ksommerfeld@ricecreek.org

Visit our website: www.ricecreek.org

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

# Citizen Advisory Committee Application



General Information					
Please provide your personal information	FIRST NAME Lisa		LAST NAM Gebha	ard	M.I
	ADDRESS		CIT\	/	STATE
	ZIP CODE	COUNTY		EMAIL ADDRESS	
	Zii Cobi	COUNT		EMAIL ADDRESS	
	PRIMARY PHONE NUMB	ER IS IT A CELL	PHONE •	SECONDARY PHONE NUMBER	_
	ARE YOU A RCWD RESID	DENT			
	YES, HOW LONG	5y N0			
	PREFERRED CONTACT				
Evnerience	EMAIL MA	AIL PH	ONE 🗸		
Experience					
County Board Membe City or Town Official Sportmen's Organizat	ion Member	Citizen (a	t large)		
Qualifications (include: edu	ation, occupation, vo	olunteer exper	iences, e	etc.)	
Education: BS Public Affairs Management (Indi MS Recreation, Sport and Tourism (					
Occupation: Program Manager - Am	erican Lung Association (20	17 to present)			
Volunteer: Blue Thumb and Metro B	looms exhibit booth at the M	N State Fair, Buck	thorn remo	val events in New Brighton	(Creekview Park
Civic, professional and com	munity activities (pas	t and present)			

# Rice Creek Watershed District Citizen Advisory Committee Application



#### 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 guite 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	
	DATE
Hickhard	0 9 - 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

Cell: 763-398-3073

Email: ksommerfeld@ricecreek.org

Visit our website: www.ricecreek.org

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

# **ITEMS REQUIRING BOARD ACTION**

4. League of Minnesota Cities Liability Coverage-Waiver Form (Nick Tomczik)

#### **MEMORANDUM**

#### **Rice Creek Watershed District**



Date: September 30, 2025

To: RCWD Board of Managers
From: Nick Tomczik, Administrator

Subject: League of Minnesota Cities (LMC) Liability Coverage-Waiver Form

#### Introduction

Annually, the District must consider the potential waiver of statutory tort liability limits and report that decision to the League of Minnesota Cities.

#### **Background**

**Attachment** 

The League of Minnesota Cities requires members obtaining liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) to consider the waiver of statutory tort liability limits. The limits are established in Minnesota Statutes, Section 466.04.

The Board has voted to waive the statutory monetary limits on municipal tort liability for their LMC coverage renewal, for all years from 2016 through 2025. (See attached form from League of Minnesota Cities. The noted RCWD Board actions are the second bullet of the form.) If the Board wishes to take an alternative direction for the insurance renewal covering 2026, the proposed motion must be adjusted accordingly to reflect that intent.

# Proposed Motions Manager \_\_\_\_\_ moves that the District waives the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

#### LMC Liability Coverage-Waiver Form



#### LIABILITY COVERAGE - WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

**TF:** (800) 925-1122

	LMCIT Member Name:	
0	Check one: The member <b>DOES NOT WAIVE</b> the monet Stat. § 466.04.	tary limits on municipal tort liability established by Minn.
0	The member <b>WAIVES</b> the monetary limits of 466.04, to the extent of the limits of the liability	n municipal tort liability established by Minn. Stat. § ty coverage obtained from LMCIT.
	Date of member's governing body meeting: _	
	Signature:	Position:

# **ITEMS REQUIRING BOARD ACTION**

5. RCWD Website ADA Compliance (Kendra Sommerfeld)

#### **MEMORANDUM**

#### **Rice Creek Watershed District**



Date: September 26th, 2025
To: RCWD Board of Managers

From: Kendra Sommerfeld, Communications & Outreach Manager

Subject: RCWD's Website ADA Compliance

#### Introduction

The Rice Creek Watershed District (RCWD) recognizes the importance of digital accessibility and the need to comply with upcoming federal regulations, specifically Title II, which mandates accessible websites and digital documents for all local government entities by April 2026. To support this effort, RCWD has engaged the consulting company, Allyant, to conduct a comprehensive digital accessibility audit and provide ongoing support to ensure compliance and reduce legal and operational risks.

#### **Background**

While Minnesota does not currently have a specific law governing digital accessibility for local agencies, there are various state laws for procurement and ICT at the state level that apply predominantly to state agencies, such as MNIT.

However, the upcoming federal Title II regulation will require all Minnesota municipalities, including RCWD, to ensure their websites and digital content meet WCAG 2.1 AA standards by April 2026. Allyant's services are designed to meet these requirements.

#### **Staff Recommendation**

Staff recommend approving Allyant's digital accessibility audit and support statement of work to position RCWD for compliance with federal regulations for \$18,300 with a 10% contingency.

_							_	-					
u	ro	n	n	c	Δ	М	n	л	$\mathbf{a}$	t۱	1	n	
г	u	•	u	Э	c	u	- 1	"	u	L			

It was moved by Manager	and seconded by Manager	, to authorize the
Allyant's Statement of Work for dig	ital accessibility auditing and ongoing com	pliance support for
\$18,300 with a 10% contingency to	assist RCWD in meeting federal Title II acc	essibility requirements.

#### Attachments

• Allyant's Digital Accessibility Program Statement of Work



# **Digital Accessibility Program**

Audit, HUB Platform & Ongoing Support Statement of Work

Rice Creek Watershed District

Provided by A360 Enterprises, LLC (dba Allyant)

Contact Information:

Ryan Wieland
rwieland@alllyant.com

September 22nd, 2025

This pricing is valid for 30 Days from proposal date.

© 2025 Allyant. All rights reserved.

simple // seamless // accessibility

allyant.com

# **Allyant Project Overview**

# **Allyant Corporate Overview**

Allyant is the world's first comprehensive accessibility solutions company. As of August 15, 2022, the company represents the combination of three globally recognized accessibility solutions companies, including T-Base Communications, CommonLook, and Accessible 360.

With over 350 employees, we make accessibility simple, seamless, and efficient for organizations ensuring equitable access to digital, document, and printed information for people with disabilities. The most prominent organizations in the world, including those in government, healthcare, education, and financial services rely on Allyant's solutions to create, assess, remediate, produce, and track compliant communications efficiently and cost-effectively. Just a few of the global organizations that trust Allyant for simple, seamless accessibility:



DOLCE & GABBANA STEVE MADDEN



















# **Accessibility Audit & Testing Scope**

A digital accessibility audit is an evaluation of how well your website, or other digital experience, meets globally recognized web accessibility standards—the Web Content Accessibility Guidelines (WCAG). Any issues not meeting the standards are flagged, prioritized based on severity, and results are delivered back to you.

The following scope was created upon review of the digital properties outlined in this Statement of Work. It is intended to capture all unique templates, components, key user flows, and functionality currently deployed on the digital product. The scope is meant to be a collaborative effort between Rice Creek Watershed District and Allyant to ensure it includes an accurate representation of your team's accessibility goals and the overall project plan.

View Description	URL
Homepage	https://www.ricecreek.org/
News Page	https://www.ricecreek.org/news/
About Page	https://www.ricecreek.org/about/about-the-rcwd/
Board of Managers Page	https://www.ricecreek.org/about/board-of-managers/
Staff Directory Page	https://www.ricecreek.org/about/staff/
The Watershed	https://www.ricecreek.org/the-watershed/
Projects Page	https://www.ricecreek.org/projects/
Grants - Water Quality Grant Inspection Program	https://www.ricecreek.org/grants/water-quality-grant-inspection-program/
Permit Assignment Form	https://www.ricecreek.org/permits/permit-application/
Outreach Program Page	https://www.ricecreek.org/get-involved/outreach-program/
Contact Page	https://www.ricecreek.org/contact/
Privacy Policy	https://www.ricecreek.org/privacy-policy/
Accessibility Statement	TBD

The scope in the preceding table is accurate, has been reviewed and is approved by Client.

Client, please initial:

simple // seamless // accessibility

# **Project Pricing**

Service Offerings	Payment Details
Annual HUB Platform Subscription:  Unlimited User Seats HUB Knowledge Base Access Chrome Scanning Extension (pre- and post-production pages) Weekly Automated Accessibility scans of up to 5,000 HTML pages and 1,000 PDF files Trend-based reporting for progress tracking over time JIRA Integration	<del>\$2,500/year</del> \$1,750year
Accessibility Audit - www.ricecreek.org  1. Manual, disabled-user Accessibility Audit Reports detailing the findings & recommended fixes  · Automated Testing of in-scope pages  · No-Cost Review of Company Accessibility Statement	\$6,930 \$6,090 One Time Fixed Cost
Ongoing Accessibility Support - www.ricecreek.org  Support can be used for any of the below services:  1. Usage of Allyant "Reviewed by" badge  · Future new-build Design Reviews  · Remediation Re-testing of WCAG violations (QA Testing)  · Integrated Allyant Help Desk  · Letter(s) of Conformance  · Litigation Support Services (as needed)  · Annual Maintenance Re-Audits of in-scope properties	\$1,225 per quarter \$1,090 per quarter Invoiced per terms below.
Year 1 Total Cost (Audit, HUB & Support)	\$12,200
Year 2 Total Cost (HUB & Support)	\$6,110
(Optional) ProcureEnsure Software Assessment  Procurement reviews for third-party software renewals or purchases.	\$500/assessment
(Optional) PDF Remediation Services  Accessibility remediation of PDF files with a 100% compliance guarantee for each document.	\$5 per page  Note: Pricing does not include fillable forms.

# **Project Invoicing Structure**

Upon acceptance, which is indicated by signing this SOW, Allyant will invoice the HUB subscription and Accessibility Audit based on the in-scope views. Allyant will invoice for the first quarterly fee for Ongoing Accessibility Support on the <a href="Contract Start Date">Contract Start Date</a>. Each subsequent quarter will be invoiced to the Client under these same terms. The client agrees to Allyant's services for two years. All invoices will be billed under NET THIRTY (N30) DAY terms.

## **Proposed Timeline**

Allyant will begin as soon as possible after receiving this signed Statement of Work (SOW). Our experience has shown your team's engagement is a major factor in finalizing the Proposed Timeline and for the overall success of the project. In addition, Allyant has identified Key Success Factors to help

simple // seamless // accessibility

ensure your success. Allyant will review these with your team during the Project Kick-Off Meeting and throughout the project.

Process Steps	Project Start Date Project End Date				
Access to Allyant Reviewed by Badge	Immediately upon signature.				
Project Kick-Off Meeting	Schedule upon SOW signature.				
Accessibility Audit aligned with Accessibility Audit & Testing Scope	Scheduled immediately upon signature and delivered by November 20 <sup>th</sup> , 2025.				
HUB Toolkit Subscription and Ongoing Accessibility Support	Immediately upon signature.  Two years from contrassignature				

# **Assumptions**

- Scope and pricing outlined in this SOW are based in part on information provided by the client. This includes information shared by the client in digital and verbal communications or obtained via a scoping call or testing credentials provided to Allyant. Any facts contrary to the information provided by client and/or the Scope agreed to herein, by way of signature, may result in future Change Orders (CO) and may impact timeline, pricing and/or hours
- · Third-party components are not fully audited unless explicitly included in scope.
- The client acknowledges that 3rd party components in the Core User Path can prevent Allyant from issuing a Letter of Conformance for the digital property and steps should be taken now to interact with those vendors, so they comply as well.
- The client will be responsible for providing Allyant with any test data required for an audit and QA prior to beginning work. This could include user credentials, dummy credit cards, transaction history and other data. Delays of this information or readiness of test environments will result in delays & time deducted for rescheduling from support hours
- Desktop website audits use the page content displayed in a browser at 1280px wide
- · Responsive Web Design (RWD) allows for the same core code from a desktop site to be leveraged in a mobile view.
- · If a site is mobile responsive, and there is no additional or unique functionality (i.e., carousel, mobile-only menu), Allyant will provide a walkthrough of the site and the RWD mobile experience.
- · If the final scope materially exceeds what was represented during scoping (e.g. number of unique templates, user flows, or views), Allyant reserves the right to issue a change order to adjust pricing and timeline accordingly.
- For internal tracking only, Audit price is based on an estimated **42** hours.
- Total hours of work performed by Allyant during the entire Ongoing Support services contract is not to exceed **60** hours.
- · Additional accessibility support for future needs can be purchased on an as-needed basis at the agreed upon rate during the contract term.
- · Allyant will provide Client with a monthly report detailing Ongoing Support hours consumed
- Client may use hours for any digital accessibility review work under contract with Allyant

simple // seamless // accessibility

a//yant.com

# **Agreement**

This document is a Statement of Work ("SOW") for Services to be performed herein and in accordance with the Agreement between **Rice Creek Watershed District** ("Client") and A360 Enterprises, LLC ("Allyant"). **The pricing and scope information in this SOW is valid for 30 days.** This Statement of Work is governed by and subject to the Allyant Terms and Conditions found at <a href="allyant.com/standard-terms-and-conditions">allyant.com/standard-terms-and-conditions</a> (the "Agreement"). By signing below both parties are agreeing to be bound by the terms and conditions of the Agreement.

**Rice Creek Watershed District** has engaged Allyant to provide Digital Accessibility services ("Project") as defined in this SOW. Allyant can provide separate estimates if any additional services are desired. Although Allyant will provide estimates in good faith, all invoices and fees are based upon time actually spent performing Services.

This SOW is in effect as of the date below; Client-signed authorization is considered permission to initiate Services listed above.

A360 Enterprises, LLC an Allyant company	Client			
Signature	Signature			
Name	Name			
Title	Title			
Date	Date			

simple // seamless // accessibility

# **The Allyant Process**

The Allyant Roadmap is a proven process distilled from thousands of accessibility projects over years of industry-leading services provided to clients across all business verticals around the world. This approach will lead your organization to become digitally accessible, as quickly as possible, while working with your specific needs, development processes and available resources.

### **Accessibility Audit**

Allyant will conduct a manual disabled-user audit of the digital properties outlined in the <u>Audit Scope</u>. The accessibility audit satisfies requirements for screen readers, visual, hearing and cognitive impairment, and keyboard-only users using standards established in <u>WCAG 2.2 Level AA</u>.

The Audit Reports delivered via the Allyant HUB provide your team with the information necessary to remediate any accessibility concerns and serve as the governance tool for tracking your progress of this business compliance requirement. Allyant will provide the following assistance and deliverables with the audit:

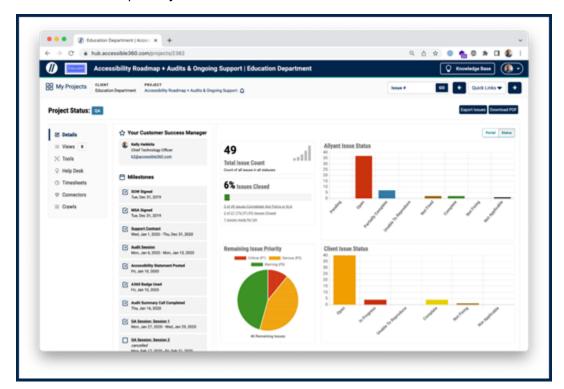
- 1. Audit Issue Report
  - a. URL, mobile view or component audited
  - b. Specific non-compliant elements on each & the WCAG guideline(s) it violates
  - c. User audience affected by the issue (e.g., screen reader, keyboard-only, hearing impaired, color contrast)
  - d. A detailed recommendation to remediate each issue
  - e. Priority level for fixing the issue
  - f. Link to the related Allyant HUB Knowledge Base articles
  - g. Screenshots where appropriate
- 2. Audit Summary Report
  - a. A narrative document summarizing the audit and highlighting common issues that were found, steps of the recommended remediation plan and an estimated level of effort
  - b. Global issues and suggestions that would improve ongoing maintenance, Search Engine Optimization, overall usability and more

### **Allyant HUB Access**

The HUB is your personalized customer portal and is provided to authorized users within your organization and partner organizations. In the Allyant HUB your related staff will have access to the project results outlined here, Knowledge Base, Video Training Series and Help Desk staff, (if Ongoing Support hours are purchased).

simple // seamless // accessibility

#### Screenshot of Sample Project Dashboard in HUB



## **Ongoing Accessibility Support**

Once a project has begun, you will get immediate access to the Allyant Accessibility HUB (Allyant HUB), the Knowledge Base, Training Videos and more. You can immediately begin your accessibility initiative.

During this phase, Allyant will also partner with **Rice Creek Watershed District** to, first, assist in assessing product fixes through QA testing and technical support, and second, to establish processes for ongoing, long-term digital accessibility compliance.

# **Allyant Reviewed by Badges**









The **Reviewed by Allyant** badge may be used on an Accessibility Statement Page, the footer of your site or other locations as needed for all clients with Ongoing Support services. **Allyant** does not allow our Badge to be on a digital property where an <u>Accessibility Overlay</u> is present or any other accessibility vendor badging.

simple // seamless // accessibility



#### **Usage Guidelines:**

- The image should link back to our Website & Digital Property Auditing webpage
- The image should have an alt attribute of "Reviewed By Allyant for Accessibility"
- The aspect ratio of the image should be retained (no stretching to fit)
- The badge may only be used on the site(s) or mobile apps indicated in this Statement of Work after the desired documents are executed.
- · Continued use is granted as long as Client continues to subscribe to ongoing support services and the account continues to be in good standing.

# **Support Services**

The level of support and specific activities required varies dramatically from client to client based on type of digital properties, testing cadence, developer availability and many other factors. As such, Allyant provides a set of support hours to help you reach your goals. How an organization uses these hours in the activities below is up to the organization and can shift over time. The recommended number of Ongoing Support Hours can be found in the <u>Assumptions</u> section of this SOW.

Typical support activities and deliverables are listed below:

# Development Team Support and Accessibility Roadmap Planning

Following the Allyant audit, the client will schedule and perform internal remediation for the digital properties in scope based on results from the audit. Allyant will support this development effort through as-needed technical support for internal technical teams and/or external vendors of the client.

Allyant will provide the following assistance and deliverables during the support services:

- Remediation Planning Support: Your Allyant Customer Success Manager will partner to create a remediation/project plan. This will outline the Client's approach to resolving issues, highlight dates for subsequent QA testing for Allyant and define the target date by which all issues are remediated.
- **Help Desk via the Allyant HUB:** Senior Allyant technicians to consult, mentor and collaborate with Client's internal team and/or external vendors on the following:
- Ask technical questions related to your project via Help Desk integrated into Allyant HUB
- · Pairing with an auditor
- · Sample code
- Proactive review/QA of new pages and other content
- Other related activities determined valuable to the success of our engagement
- Remediation Support Calls with your developers to discuss technical issues and solutions
- Q&A Workshop: Once your design and/or development staff has watched the training videos, they are able to work directly with our auditing and help desk staff via a one-hour remote workshop. During this Q & A workshop, training concepts can be discussed more in-depth, specific development/remediation issues can be discussed or other accessibility questions asked.

**Note on Expediting Remediation:** Because content and design are continually evolving, Allyant strongly encourages our clients to remediate their digital properties as soon as possible after accessibility auditing for it to be as applicable as possible.

simple // seamless // accessibility

a//yant.com

### **Quality Assurance Reassessment**

Allyant will work with clients to schedule QA within your development process whether that is in sprints or waterfall or a combination. Once the Client is ready to test, Allyant will reassess the digital properties in scope. QA consists of checking issues found in the initial audit or previous rounds of QA. It is the clients' responsibility to apply fixes globally across your digital properties.

#### At this step, Allyant will provide the following assistance and deliverables:

- · QA Testing: Allyant will provide manual-user Accessibility QA testing to confirm that the fixes have successfully been applied and the site, app or other digital property is usable by affected audiences.
- Updated Audit Issue Report: Updated Accessibility Audit Report in the Allyant HUB which contains any additional fixes and existing issues that are still not complete.
- Letter of Accessibility Conformance: States that as of the review date on the specified server,
   Allyant found URLs and/or views within scope substantially conform with Level A and Level AA of the Web Content Accessibility Guidelines (WCAG) version 2.2.
- Responsive Mobile Web QA: For responsive sites, where code is shared between desktop and mobile, and there is no additional or unique functionality (e.g., a carousel or different mobile-only menu) Allyant can also provide a walkthrough of the RWD mobile experience (UX).
- · For sites where mobile and desktop templates are different, the appropriate testing methodology should be discussed with your Customer Success Manager. In this case, specific mobile testing will be necessary for the mobile apps to receive Letters of Conformance.

**Note on Letter of Conformance:** Allyant uses a 1-3 scale for level of priority for each issue. Priority 1 indicates a complete blocker for one or more audiences, Priority 2 indicates a partial blocker that presents significant barriers and challenges for one or more audiences and Priority 3 indicates a WCAG issue that does not significantly impact the ability to use the site. To receive a Letter of Conformance, all Priority 1 and Priority 2 issues must be satisfactorily resolved regardless of when uncovered by Allyant. Additionally, the audit team must be able to successfully complete a walkthrough resulting in no additional P1 or P2 issues. We encourage a plan for Priority 3 items to be in place and documented in Allyant HUB.

Audio Descriptions for pre-recorded videos pose unique and complex accessibility challenges. Allyant recognizes the difficulties for clients to achieve conformance with WCAG requirements (SC 1.2.3, 1.2.5) for Audio Descriptions. As such, Allyant will indicate in the audit results when Audio Descriptions are required by WCAG, but any indications shall be assigned a Warning-level priority and will not be required to receive an Allyant Letter of Conformance.

**Note on QA Testing & Hours Used:** In a typical engagement, a significant percentage of the Ongoing Support hours outlined in this Statement of Work will be used within the first 3-6 months after QA activities begin. Despite this, Allyant's pricing model is designed to minimize the financial disruption to your organization by spreading this cost across the duration of the contract.

### **Post-Conformance Manual Accessibility Maintenance**

Through the hours in your ongoing support contract, Allyant can provide comprehensive manual-user maintenance of in-scope views following a successful QA for long-term accessibility compliance. Views for maintenance generally consist of the Home Page & primary user flows within the given digital property. A specific set of views will be chosen by the Allyant team following a successful QA and approved by the Client, prior to performing Maintenance Assessments and other services.

At this step Allyant can provide the following assistance and deliverables:

simple // seamless // accessibility

- 1. Accessibility Assessments: Manual-user re-assessments.
- 2. Accessibility Issue Report if new issues have been introduced.

## **Compliance Support**

In addition to ongoing support and manual-user maintenance, Allyant will help **Rice Creek Watershed District** stay accessible and support in mitigating risk through additional compliance support including:

- **Compliance Reporting:** Allyant can help your organization report on your progress toward accessibility for any legal requirements that may arise. This includes:
- Affidavit of Accessibility Activities outlining the activities and milestones within your project with Allyant as you work toward accessibility. When required, this is generally provided prior to a successful QA.
- Expert Rebuttal Report: Through our Accessibility Claims Team, Allyant can provide disabled auditor reviews of accessibility legal claims and provide an expert rebuttal of any claims made against your digital property if needed following a successful QA.
- Updated Letter of Conformance provided the digital property continues to be in good standing
  with no Priority 1 or 2 issues based on testing based on scope and your Post Conformance
  maintenance activities.

simple // seamless // accessibility

a//yant.com

# **ITEMS REQUIRING BOARD ACTION**

6. Ramsey County GIS User Group (Matt Kocian)

#### **MEMORANDUM**

#### **Rice Creek Watershed District**



To: RCWD Board of Managers

From: Ali Chalberg, Watershed Technician and Inspector

Matt Kocian, Lake and Stream Manager

Subject: Ramsey County GIS User Group, JPA

#### Introduction

Seeking Board authorization to sign a Joint Powers Agreement with the Ramsey County GIS User Group

#### Background

The Ramsey County GIS Users Group (RCGISUG) is an alliance of 23 Geographic Information Systems (GIS) user organizations that includes municipalities and local governments. The goal of the RCGISUG is to share, develop and promote GIS data and technology collaboratively throughout Ramsey County for the benefit of its citizens, local communities, government agencies, and business partners.

RCWD as well as other watershed districts have been members of the RCGISUG for years. Through this organization, RCWD receives access to the latest GIS data from Ramsey County. In addition, RCWD also receives access to mapping and aerial imagery applications such as NearMap and Cyclomedia. The group meets quarterly and discusses challenges and tools for various projects. The group also collaborates to have guest speakers and present on a variety of topics. The objective of this group is to share GIS information across municipalities and organizations to better serve the public.

The RCGISUG has a modest annual budget, funded by members through a Joint Powers Agreement (JPA). The JPA runs on a 5-year term (Jan 2026-Dec 2030). The cost to be part of the Ramsey County GIS User Group for RCWD is \$712.54 per year. This amount has not changed in the last few years but can fluctuate as it is based on the population served and the type of organization. The total anticipated cost over 5 years is approximately \$3,500.

#### **Staff Recommendation**

Staff recommend proceeding with the Ramsey County GIS User Group JPA. The shared data and information provided by this group are beneficial to the RCWD, and costs are minimal. The cost was anticipated and is included in the approved 2026 budget.

#### **Proposed Motion**

Manager	moves to authorize the Administrator, on advice from counsel, to sign the
Ramsey County GIS User	Group Joint Powers Agreement. The total approved expenditures over 5 years
shall not exceed \$5000.	

#### **Attachment**

Ramsey County GIS User Group JPA (2026-2030)

#### JOINT POWERS AGREEMENT

#### **AMONG**

#### MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

#### **ARTICLE I. INTENT OF THIS AGREEMENT**

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

#### **ARTICLE II. DEFINITIONS**

- Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid the annual membership dues as provided in Article X.
- Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.
- Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

#### ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE

- Section 1. There is hereby created a GIS Board of Directors (Board).
- Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.
- Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).
- Section 4. All Officers will be elected by the Board in the first meeting of the agreement's term as identified in Article X. Section 1. The Chair will be elected to a one-year term. The Vice-chair will be elected as Vice-chair in year one and Chair in year two. The Secretary will be elected annually for a three year term in which they will serve as Secretary in year one, Vice-chair in year two, and Chair in year three. The Treasurer will be elected by the Board for a five year term coinciding with the term of this agreement. Any Officer vacancies will be elected by the Board as-needed.
- Section 5. The Officers shall serve on a voluntary basis without pay.
- Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.
- Section 7. Decisions of the Board will be made by a majority of the quorum. Directors may vote and participate in all meeting proceedings from a remote site pursuant to Minnesota Statute 13D.02.

#### **ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS**

Section 1. The Board shall meet at least two times per year.

- Section 2. The Board shall approve and adopt the formula for the Users Group member dues annually by December 31 for the following year.
- Section 3. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities. Meetings shall be held in accordance with Minnesota Statute 13D.01.
- Section 4. The Chair presides at Users Group meetings. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.
- Section 5. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.
- Section 6. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.
- Section 7.The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 8. The Board may:

- (i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;
- (ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;
- (iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;
- (iv) Purchase, hold, or dispose of real and personal property;
- (v) Contract for space, commodities or personal services with a Member or group of Members;
- (vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;
- (vii) Appoint a fiscal agent.

#### **ARTICLE V. NEW MEMBERS**

- Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.
- Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.
- Section 3. New Members will pay the annual membership dues for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 2, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

#### ARTICLE VI. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

#### **ARTICLE VII. DATA ACCESS AND USAGE**

- Section 1. All Members shall have equal rights to access Ramsey County GIS Data.
- Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.
- Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be made available to a third party.
- Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

#### **ARTICLE VIII. DATA SECURITY**

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

#### **ARTICLE IX. FINANCIAL MATTERS**

- Section 1. The fiscal year of the Users Group is the calendar year.
- Section 2. The Board shall adopt an annual budget prior to December 31 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be distributed promptly thereafter to the appointed Director of each Member.
- Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership dues. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.
- Section 4. Annual Membership Dues: Members shall commit to payment of Annual Membership Dues, except where limited by State Statutes.
- Section 5. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

#### **ARTICLE X. TERM**

- Section 1. The Term of this Agreement is January 1, 2026, through December 31, 2030.
- Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2030 and be agreed upon and signed on or before December 31, 2030.

#### **ARTICLE XI. TERMINATION**

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

- (i) Any balance of the Annual Membership Dues. This commitment applies to all Members;
- (ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

#### **ARTICLE XII. DISSOLUTION**

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

#### **ARTICLE XIII. ACCESS TO DOCUMENTS**

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

#### **ARTICLE XIV. HOLD HARMLESS**

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

#### **ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY**

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

#### **ARTICLE XVI. DATA PRACTICES**

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to	be executed on this day of,
<u>2025</u> .	
ORGANIZATION	
Approved:	
By:	
( Name, Title ) (Mayor/Board of Managers President)	
Ву:	
( Name, Title ) (City Manager/Administrator)	
DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:	ALTERNATE DIRECTOR (IF APPLICABLE):
Name:	Name:
Phone:	Phone:
Email:	Email:
By:	
(Chris Kucek, Chair of Users Group)	

# **ITEMS REQUIRING BOARD ACTION**

7. Letter of Support for Mounds View's ReLeaf Grant Application (Tom Schmidt, Kendra Sommerfeld)

#### **MEMORANDUM**



To: **RCWD Board of Managers** From:

Kendra Sommerfeld, Communications & Outreach Manager & Tom Schmidt,

**Drainage & Facilities Manager** 

Subject: Letter of Support for Mounds View's ReLeaf Grant Application

#### Introduction

RCWD has received a request from the City of Mounds View for a letter of support for their ReLeaf Grant application. This support is necessary because the project involves work within and around the public drainage system (ARJD1), and the city requires our collaboration and formal approval to include this work in their grant application. This will ensure they have a competitive grant application and higher chance of being awarded funds.

#### **Background**

The City of Mounds View's proposed project focuses on enhancing community tree health and creating a climate resilient canopy in Greenfield Park, which is near Anoka Ramsey Judicial Ditch 1. The project includes planting trees, native seeding, vegetation management, and engaging residents through educational activities. Since the project involves working near, but not affecting, the public drainage system, formal collaboration and support are essential for the grant application to proceed successfully. This is also an opportunity for RCWD to communicate with and educate the community on our public drainage system and vegetation maintenance within the system in tandem with Mounds View's work in the park. The City's work will not impact on the working corridor of the Public Drainage system or the ditch itself. During on site meetings with City staff, PDS staff was very explicit that trees could not be planted within 50 feet of the top edge of the ditch, and that anything in that zone is liable to be removed without replacement. City staff acknowledged the limits set forth.

#### **Staff Recommendation**

Staff recommends that the Board support and sign the attached Letter of Support for the City of Mounds View's ReLeaf Grant application.

#### **Proposed Motion**

It was moved by Manager	and seconded by Manager _	, to approve and
direct the Administrator to sign and send	d the Letter of Support for the (	City of Mounds View's ReLeaf
Grant application.		

#### Attachment

RCWD's Letter of Support for Mounds View's ReLeaf Grant Application



Dear ReLeaf Grant Committee,

The Rice Creek Watershed District (RCWD) strongly supports the City of Mounds View's ReLeaf grant application to increase climate-resilient tree canopy within Greenfield Park. This project will provide multiple community and ecological benefits, including improved climate resiliency, wildlife habitat, and enhanced tree cover.

As the Public Drainage Authority for Anoka Ramsey Judicial Ditch 1 (ARJD1) which is located within Greenfield Park, RCWD confirms that the proposed tree plantings will not interfere with our public drainage system and future work on the system. Mounds View has a strong track record of coordination with RCWD and understands that trees should not be planted within the drainage system. We will continue to work closely with the City to ensure plantings are located outside the drainage right-of-way.

RCWD also supports the City's efforts to pair tree planting with native seeding and vegetation management, creating a more resilient landscape. We look forward to collaborating with the City on outreach and education opportunities to help residents understand the importance of tree canopy, climate-adapted plantings, and the importance of public drainage systems.

We are confident this project will enhance stormwater management, tree canopy, climate resiliency, and community livability. RCWD is proud to collaborate and support the City of Mounds View on this effort and encourages full consideration of their grant application.

Thank you for your time and consideration of this important initiative.

Sincerely,

Nick Tomczik RCWD Administrator ntomczik@ricecreek.org

# **ITEMS REQUIRING BOARD ACTION**

8. Check Register Dated October 8, 2025, in the Amount of \$203,341.83 Prepared by Redpath and Company

Rice Creek Watershed District Check Register September 25, 2025 - October 8, 2025 To Be Approved at the October 8, 2025 Board Meeting

Check #	Date	Payee	Description	Amount
26633		Apitz Garage, Inc.	Vehicle	\$87.11
26634		Barr Engineering	Engineering	847.50
26635		Birchwood Village	Construction -SMG grant	50,000.00
26636		Christ the King Church	Construction-WQ cost share grant	10,000.00
26637		City of Mounds View	Professional Services	200.00
26638		Dunaway Construction	Contracted Services	13,845.00
26639	10/08/25	Heidi Ferris	Construction -WQ cost share grant	3,816.93
26640	10/08/25	Living Water Tree Service	Contracted Services	4,600.00
26641	10/08/25	Minnesota Pollution Control Agency	Contracted Services	2,000.00
26642	10/08/25	ODP Business Solutions, LLC	Office Supplies	116.64
26643	10/08/25	Plaudit Design	Professional Services	687.00
26644	10/08/25	Rinke Noonan	Legal	8,236.60
26645	10/08/25	Stantec Consulting Services Inc.	Contracted Services	3,674.24
26646		TKB Associates, Inc.	Professional Services	3,531.15
26647	10/08/25	Washington Conservation District	Contracted Services	4,342.00
26648		WSB & Associates, Inc.	Engineering	3,237.50
11489	10/08/25	Jan Magnusson	Surety Release - #21-104	1,000.00
11490		Presbyterian Homes and Services	Surety Release - #18-092	22,700.00
Payroll	10/15/25	October 15th Payroll (estimate)	October 15th Payroll (estimate)	38,998.80
EFT	10/08/25	US Bank Equipment Finance	Equipment Lease	702.74
EFT	10/08/25	Comcast	Telecommuncations	334.89
EFT	10/08/25	Wex Bank	Vehicle Fuel	679.84
EFT	10/08/25	Xcel Energy	Telecommuncations	117.76
EFT	10/08/25	Xcel Energy	Telecommuncations	14.29
EFT	10/08/25	US Geological Survey	Contracted Services	3,569.50
EFT	10/15/25	Internal Revenue Service	10/15 Federal Withholding (estimate)	13,752.95
EFT	10/15/25	Minnesota Revenue	10/15 State Withholding (estimate)	2,454.00
EFT		Empower Retirement	10/15 Deferred Compensation	860.00
EFT		Empower Retirement	10/15 Roth IRA	390.00
EFT		Health Equity	10/15 HSA	453.83
EFT	10/15/25	PERA	10/15 PERA (estimate)	8,091.56
Total				£202 241 92
า บเสา			:	\$203,341.83

# **ITEMS FOR DISCUSSION AND INFORMATION**

1. District Engineer Updates and Timeline



#### District Engineer - Monthly Project Report September 2025 Rice Creek Watershed District



Date Prepared: 30-Sep-25
Prepared by: C. Grandbois

Project Name	Task Order Manager	Estimated Budget	Cost to Date	Remaining Budget	Project Complete / Transfer Funds?	Estimated Progress Based on Work Completed	Percentage of Budget Utilized	Within Budget? (Y/N)	District Billed for Exceedence of Budget? (Y/N)	Initial Target Completion Date	Items of Interest / Concern
GIS and Ditch Records Maintenance; DrainageDB Annual Subscription	Brian Fischer	\$16,000	\$14,000	\$2,000	N	75.0%	87.5%	Υ	N/A	31-Dec-25	Drainage records are being added to DrainageDB on a quarterly basis.
MS4Front Annual Subscription and Implementation Services	Brian Fischer	\$16,000	\$7,029	\$8,971	Ν	75.0%	43.9%	Y	N/A	31-Dec-25	We continue to make updates on an as-requested basis.
East Moore Lake Stormwater Resilience and Water Quality Analysis	Adam Nies	\$77,000	\$2,445	\$74,555	N	3.0%	3.2%	Υ	N/A	1-Feb-26	A kick-off meeting was held with the City of Fridley
Old Central Aventue Feasibility Study	Greg Bowles	\$26,000	\$4,210	\$21,790	N	15.0%	16.2%	Υ	N/A	30-Sep-25	We are continuing to conceptualize options and identify access routes for construction
JD 3 Clearwater Creek Final Plans	Adam Nies	\$110,000	\$2,826	\$107,175	N	3.0%	2.6%	Υ	N/A	30-Jun-26	HEI is beginning to assemble easement information to determine
2025 District Wide Modeling Program Annual Updates	Bret Zimmerman	\$35,200	\$27,679	\$7,522	N	80.0%	78.6%	Υ	N/A	1-Nov-25	We have continued to update several models with revised geometric data.
Lake Johanna Outlet Structure Feasibility Study	Chris Otterness	\$13,000	\$4,519	\$8,481	Ν	30.0%	34.8%	Υ	N/A	30-Aug-25	We have b concept layouts for review by District staff
Jones Lake Outlet Modification and Dredging Project: Final Design and Permitting	Joe Lewis	\$485,000	\$47,762	\$437,238	Ν	10.0%	9.8%	Y	N/A	30-Jun-26	We have completed a regulatory coordination meeting with DNR and a site survey. Next steps include revising site plan layouts and further regulatory engagement.
Hardwood Creek / JD 2 Subwatershed Storage Feasibility Study	Adam Nies	\$54,000	\$4,792	\$49,208	N	10.0%	8.9%	Y	N/A	1-Mar-26	We have begun identifying potential storage site locations and assessing feasibility.
ARJD 1 Repair Report	Adam Nies	\$102,000	\$516	\$101,485	N	1.0%	0.5%	Y	N/A	1-Jun-26	This effort will begin with field data collection.
ACD 53-62 Branches 5 & 6 Final Design Bidding and Construction Management	Adam Nies	\$125,000	\$2,669	\$122,332	N	2.0%	2.1%	Υ	N/A		We have finalize charge certification to Anoka County and developed charge maps.

Values in red are either potential budget concerns or changes in schedule.

The "overage" for those projects shown as "over budget" is not billed to the District. The cost to date column reflects HEi's actual internal cost. Projects are considered within budget if ± 5%.



# District Engineer Monthly Progress Report (Actual & Estimated Progress) Through September 2025



