



OCTOBER						
S	M	T	W	T	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	31				

NOVEMBER						
S	M	T	W	T	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 11, 2023, 9:00 a.m.

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

or via Zoom Meeting:

<https://us06web.zoom.us/j/88294181894?pwd=aVJMZkpUR0VOQ2ZzeERCNDgwTVIEZz09>

Meeting ID: 882 9418 1894

Passcode: 156579

Dial by your location +1 312 626 6799 US (Chicago)

Meeting ID: 882 9418 1894

Passcode: 156579

## Agenda

### CALL TO ORDER

### ROLL CALL

### SETTING OF THE AGENDA

### APPROVAL OF MINUTES: SEPTEMBER 27, 2023 REGULAR MEETING

### OPEN MIC/PUBLIC COMMENT

*Any RCWD resident may address the Board in his or her individual capacity, for up to three minutes, on any matter not on the agenda. Speakers are requested to come to the podium, state their name and address for the record. Additional comments may be solicited and accepted in writing. Generally, the Board of Managers will not take official action on items discussed at this time, but may refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

### ITEMS REQUIRING BOARD ACTION

1. 2024 Water Quality Grant Program Release Approval (Molly Nelson)
2. Houston Engineering, Inc. Task Order 2023-12 Anoka Washington Judicial Ditch 3 Branches 1, 2, &4 Construction Management (Nick Tomczik)
3. Check Register Dated October 11, 2023, in the Amount of \$98,071.37 Prepared by Redpath and Company

### ITEMS FOR DISCUSSION AND INFORMATION

1. District Engineer Update and Timeline
2. Administrator Updates
3. Manager's Update

**APPROVAL OF MINUTES: SEPTEMBER 27, 2023 REGULAR  
MEETING**

# DRAFT

For Consideration of Approval at the October 11, 2023 Board Meeting.  
Use these minutes only for reference until that time.

## REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Wednesday, September 27, 2023

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

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

## Minutes

### CALL TO ORDER

President Michael Bradley called the meeting to order, a quorum being present, at 9:00 a.m.

### ROLL CALL

Present: President Michael Bradley, 1<sup>st</sup> Vice-Pres. John Waller, 2<sup>nd</sup> Vice-Pres. Steve Wagamon,  
Treasurer Marcie Weinandt

Absent: Secretary Jess Robertson (with prior notice)

Staff Present: District Administrator Nick Tomczik, Permit Review Technician Kelsey White,  
Technician/Water Resource Specialist Molly Nelson, Public Drainage Inspector Tom  
Schmidt, Watershed Technician/Inspector Will Roach, Communications & Outreach  
Specialist Kendra Sommerfeld (video-conference), and Office Manager Theresa Stasica

Consultants: District Engineer Chris Otterness from Houston Engineering, Inc. (HEI); District Attorney  
Louis Smith from Smith Partners

Visitors: None

### SETTING OF THE AGENDA

***Motion by Manager Weinandt, seconded by Manager Wagamon, to approve the agenda as presented.  
Motion carried 4-0.***

### READING OF THE MINUTES AND THEIR APPROVAL

**Minutes of the September 9, 2023 Workshop and the September 13, 2023 Board of Managers Regular Meeting.**

***Motion by Manager Wagamon, seconded by Manager Weinandt, to approve the minutes as presented.***

President Bradley explained that on, page 3, line 86, of the September 9, 2023, workshop minutes, he would like to replace the beginning of the sentence with "After a full discussion."

**Motion by Manager Wagamon, seconded by Manager Weinandt, to approve the minutes, with the amendments as noted to the September 9, 2023, Workshop minutes, as discussed. 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 opportunity for discussion:

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

No.	Applicant	Location	Plan Type	Recommendation
23-057	Fenway Investments, LLC	Forest Lake	Final Site Drainage Plan	CAPROC 8 items

Permit Review Technician White gave the Board a brief overview of the permit.

**It was moved by Manager Weinandt and seconded by Manager Wagamon, 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 19, 2023. Motion carried 4-0.**

## PERMIT APPLICATIONS REQUIRING BOARD ACTION

No.	Applicant	Location	Plan Type	Recommendation
23-056	Jon Hartman	Arden Hills	Floodplain Alteration	VARIANCE REQUEST CAPROC 3 items

District Administrator Tomczik gave a brief explanation of the variance format and protocol.

President Bradley stated that this is talking about a 10 x 15 shed that the report shows that would have de minimis impacts, so the Board felt it was reasonable to proceed in this manner.

Manager Wagamon stated that he has not had a chance to think this through to a conclusion yet because he just read the information this morning but noted that it appears that a lot of work, effort, and District money went into this for just a variance on a 10 x 15 shed.

President Bradley stated that when he read through the information, he had the same thought, but did not come up with a different solution. He suggested that perhaps the next time they are looking at their rules, they take a look at whether there is some way that they would easily define de minimis situation.

Manager Waller stated that he agreed that the solution is in the rules. He stated that he thinks this gets back to the point of extra administrative rules that perhaps are unnecessary and feels that perhaps resources and funds could be better spent elsewhere and explained that he felt the District spends far too much on this type of administrative activities.

District Administrator Tomczik stated that in regulatory areas, there is always the proverbial line in the sand and when a project falls on that threshold, the regulator may have some concern or it may even appear absurd. He stated that the Board has made comments regarding the cost and noted that the District bears

the first \$400 of variance applications and the remainder is paid by the applicant. He stated that regardless of what variance is being asked, the criteria remains the same. He noted that the fill in the floodplain was de minimis or exempt from mitigation, the variance is to the freeboard which is what protects the shed from inundation by the flooding waters. He explained that recording that the shed does not meet freeboard is for the future public, as this property passes hands, that the new owners be aware.

President Bradley stated that he has no grievance against protecting a future owner and feels that if nothing else, this will provide a record that this was done, with knowledge.

District Administrator Tomczik stated that was correct because it requires the landowner to record it on the property.

Manager Wagamon stated that he does not disagree with anything that anyone has said as part of this discussion, but feels it would be nice to do something about this, if there was a way.

District Engineer Otterness stated that there have been many good points brought up and noted that the District has modified rules in the past as they have recognized variances that could potentially be avoided. He suggested that there may be opportunity to modify the rules to avoid the need for a variance with a lower risk type of building. He stated that he would put this on the list for possible rule revisions.

***It was moved by Manager Weinandt and seconded by Manager Bradley, to Approve the Variance request for variance application 23-056 as outlined in accordance with RCWD District Engineer's Variance Technical memorandum, dated September 19, 2023. Motion carried 4-0.***

***It was moved by Manager Weinandt and seconded by Manager Bradley, to CAPROC Permit 23-056 as outlined in the RCWD District Engineer's Findings and Recommendations, dated September 19, 2023. Motion carried 4-0.***

## **OPEN MIC/PUBLIC COMMENT**

None.

## **ITEMS REQUIRING BOARD ACTION**

### **1. Miron Water Quality Grant Contract Extension - W20-02**

Technician/Water Resource Specialist Molly Nelson briefly described the original contract from August of 2020 and explained that there was an extension in February of 2022. She explained that the reason for the first extension and the one before the Board today is because the applicant was waiting on an additional grant from the NRCS. She stated that the District has received confirmation that the NRCS will be providing grant funds for this project and project work is expected to begin in 2024. She noted that District staff has set aside funds for this project in 2024 budget through the Water Quality Grant Program. She referenced a few changes to note including the overall project cost and noted that the applicant has not yet signed the contract. She explained

114 that the thought was that the Board could take action and then staff would work to get the  
115 signature. She explained that project work would not begin until the contract has been officially  
116 signed and filed.

117  
118 Manager Weinandt asked if this would be watershed money and not Clean Water funds.

119  
120 District Administrator Tomczik stated that was correct, it is watershed, District, money.

121  
122 Manager Weinandt noted that this was originally approved in 2020 and asked if those dollars had  
123 already been earmarked and put into another account to await the project or would it be taken out  
124 of 2024's budget funds.

125  
126 District Administrator Tomczik explained that the District makes an annual examination in order to  
127 identify any project in which the Board has committed to providing funds but the project has not  
128 yet been installed and paid out. He stated that in that case, they take the customary amount and  
129 add those dollars, so they would technically be reserving those funds out of the fund balance to  
130 show that they will be spent in the coming year.

131  
132 Manager Wagamon stated that he has no problems with this contract, but stated that he feels it is  
133 important when it is businesses that the District is giving grant money to, that the businesses put in  
134 a big share. He stated that this feels as though they are getting into picking winners and losers  
135 when they give money to one company but not another. He reiterated that he feels that those  
136 companies should have to have a hefty investment in it themselves to qualify.

137  
138 Manager Waller stated that he did not disagree and referenced his past voting record on the Bald  
139 Eagle phosphorus reduction program. He stated that one of his objections at the time was that  
140 the golf course did not put very much money into it. He stated that the COVID program was  
141 involved and that has had an impact on this development and there were issues behind the scenes  
142 with engineering and borings that have caused a delay. He stated that he was glad to see this  
143 finally come about with the impact on the water quality system for JD-2 and eventually Peltier Lake,  
144 as the resource of concern.

145  
146 Manager Wagamon stated that on this particular project, he knows Mr. Miron is looking for funding  
147 for his portion. He reiterated that he did not have a problem with this particular application because  
148 he thinks by the end, Mr. Miron will have put in plenty of his own money, but, just as a general rule  
149 would like to see applicants put in their own money.

150  
151 Manager Waller stated that he agreed and also felt it was important to put in your own funds.

152  
153 ***Motion by Manager Wagamon, seconded by Manager Waller, to amend the W20-02 Water***  
154 ***Quality Grant Program contract between the Rice Creek Watershed District and Fran Miron by***

155 ***extending the expiration date to March 27, 2025, and authorize the Board President to sign.***  
156 ***Motion carried 4-0.***

- 157  
158 **2. Houston Engineering Inc. (HEI) Task Order 23-010 Public Drainage System Level 2 & 3 Inspections**  
159 Public Drainage Inspector Schmidt reviewed the Houston engineering task orders for the inspections  
160 that are beyond that staff level for things like drone flights and GPS field surveys. He reviewed the  
161 intended work areas for ACD 53-62, Branch 2, WJD 2 (upstream of the Rice Lake weir), ACD 10-22-  
162 32, Main trunk and Branches 1, 2, 3, and 4, and the entire JD 2 Main Trunk.

163  
164 ***Motion by Manager Waller, seconded by Manager Weinandt, to authorize the Board President***  
165 ***to execute HEI Task Order 2023-010 to schedule and complete Level 2 and 3 Inspections for an***  
166 ***amount of \$19,800.***

167  
168 Manager Waller stated that he would support much more of this type of activity and explained  
169 that he did not think the District spent enough of their resources on the drainage and stormwater  
170 conveyance system.

171  
172 President Bradley noted that, as a Board, they have established a schedule for all the facilities and  
173 are working to maintain and improve them.

174  
175 Manager Waller stated that he did not disagree but would say that the District needs to do much  
176 more and put a greater emphasis on maintaining the stormwater conveyance system.

177  
178 Manager Wagamon stated that he agreed 100% because he believes it is critical that the District  
179 do the ongoing maintenance and referenced the beaver dams that have been a disaster. He  
180 stated that sort of thing is nobody's fault, but it takes people on the ground looking all the time to  
181 find that type of thing. He stated that he would agree with Manager Waller that the District  
182 needs a more robust approach to keeping them up.

183  
184 ***Motion carried 4-0.***

- 185  
186 **3. 2024 Stormwater Management Grant Release Authorization and HEI Task Order 23-011**  
187 **Stormwater Management Grant Application Review**

188 Watershed Technician/Inspector Will Roach explained that staff was asking for approval to release  
189 the RFP package and solicit applications for the 2024 Stormwater Management Grant program year.  
190 He explained that the CAC has recommended that a question be added to the application that asks  
191 how they learned about the program.

192  
193 President Bradley asked if this grant would be available to individuals.  
194

195 Watershed Technician/Inspector Roach stated that the way the program language is worded is for  
196 municipal partners. He noted that in the past, residents have expressed interest in this program  
197 and believes they have been directed towards less competitive grant opportunities within the  
198 District.

199  
200 President Bradley stated that he would like to understand why the CAC was concerned about how  
201 people would hear about a grant that is only available to the District's partners.

202  
203 District Administrator Tomczik noted that in the past there have been private landowners who have  
204 asked for assistance through this program and explained that they had directed them to other  
205 programs that that were available. He stated that these dollars are typically associated with public  
206 entities or institutions that have a likelihood of success on the landscape in fulfilling the maintenance  
207 obligation.

208  
209 President Bradley stated that he appreciated the CAC's suggestion, but expressed concern that this  
210 may be adding a step that was not necessary.

211  
212 Manager Weinandt noted that she attended the CAC where this was discussed and noted that one  
213 of their priorities is how they interface with the public. She stated that she believes this is just  
214 another data point to help them figure out where information is going, how they receive  
215 communication, and how it can be improved and enhanced. She asked where this request would  
216 appear within the application.

217  
218 Watershed Technician/Inspector Roach explained that it would be under Section 6 of the application  
219 form.

220  
221 President Bradley reiterated his concern that this would be adding one more step to the process  
222 because the District would consider their application regardless of where they heard about it.

223  
224 District Administrator Tomczik suggested that perhaps the language could be adjusted to indicate  
225 that answering that question would be optional. He noted that he would guess that 99% of the  
226 answers they get will say they heard about it because the District sent it to them.

227  
228 Manager Weinandt asked if the District would send it out to every library, school, or church, because  
229 they would also be eligible. She read aloud from page 54 of the packet where it stated that this is  
230 'funding to assist cities, counties, school districts, libraries, and other public and private entities with  
231 the implementation of the stormwater management project.'

232  
233 President Bradley noted that it is possible the Board has just discovered another problem.

234  
235 Manager Wagamon questioned the addition of 'private entity' on that list.



District Administrator Tomczik stated that any private entity application that, for example, had a campus and were interested in cost-share with the District, this would be one avenue that they could apply. He stated that in this instance, the District would look for them to record and maintain that obligation.

President Bradley asked if he was suggesting that the District has the duty to reach out beyond their partners where they intend the money to go with the hope for an outreach to something like a library and, if so, he would suggest that would not be a good idea.

Manager Wagamon stated that he wanted it to be clear because he feels it makes a big difference. He stated that when he read this, he was under the impression that private entities were eligible and asked if that was true.

Manager Weinandt stated that when she served on the CAC, they had an application for this money from a church which had a large campus and had some opportunity to do some stormwater management in collaboration with the city. She stated that it was the church that had initiated the work, but the funds were used for the project.

Permit Technician White noted that there were some technical difficulties with the audio and asked to reach aloud a comment from Communications & Outreach Specialist Sommerfeld that she had submitted through the chat box related to the Forest Lake High School water cistern/reuse project that was funded by the Stormwater Management Grant.

Manager Waller stated that was a grant for \$505,000 of which the District was a partner, but the applicant was the school district. He stated that he would like to know what the problem is with the current application and asked why there was all the brand-new stuff.

Manager Weinandt stated that it was not all brand-new and was just adding.

Manager Waller referenced his notes and said he had written 'what is the problem with the current program?' He stated that it appears to be another example of less productivity and added labor. He stated that he agreed with the concerns expressed by President Bradley and stated that he did not see a need to change this language.

Manager Weinandt stated that the Board asked the CAC to do a whole lot of work on this grant program and believes they have worked hard over the years. She stated that there are 3 levels of review on this program, and it is taken very seriously. She stated that to honor the good work of the CAC, she did not feel that adding a simple line about where they heard about this program was a big deal nor would it take up much extra time for the applicant or those reviewing the application. She stated that she felt it was simply a way to track the outreach of the District.

277  
278 President Bradley suggested a modification to replace 'must' with 'should'.  
279

280 Manager Wagamon stated that he would agree and stated that he takes what the CAC does very  
281 seriously but does not believe that the Board will always agree with them, nor are they obligated to.  
282 He clarified that he believes the CAC does an excellent job, but the Board cannot just accept what  
283 they say but needs to make their own decisions.  
284

285 President Bradley stated that he did not want to indicate that there is some sort of rift between the  
286 Board and the CAC.  
287

288 ***Motion by Manager Bradley, seconded by Manager Weinandt, to authorize staff to initiate the***  
289 ***2024 Stormwater Management Grant Program and to notify potential applicants of funding***  
290 ***availability by publishing the attached Requests for Proposals, as modified to replace the word***  
291 ***'must' with 'should'.***  
292

293 Manager Waller reiterated that he did not think anything was wrong with the original process and  
294 agreed with the statement made by Manager Wagamon that the CAC was a recommending body.  
295 He stated that he did not see a need for a change in this program but clarified that he supports the  
296 money for the program.  
297

298 ***Motion carried 4-0.***  
299

300 ***Motion by Manager Bradley, seconded by Manager Weinandt, to authorize the Board President***  
301 ***to execute HEI Task Order 2023-011 for Engineering review of the 2024 Stormwater Management***  
302 ***Grant Program applications. Motion carried 4-0.***  
303

304 **4. Professional Development - Kendra Sommerfeld**

305 District Administrator Tomczik stated that the District offers educational assistance for its  
306 employees. He explained that Communications and Outreach Coordinator Sommerfeld has asked  
307 to utilize this assistance in pursuit of her Master in Natural Resources Stewardship degree. He noted  
308 that he has reviewed the materials and finds them to be consistent with this policy and recommends  
309 approval.  
310

311 Manager Wagamon asked why this process included coming before the Board and explained that  
312 he feels this is a decision that District Administrator Tomczik could be making on his own.  
313

314 District Administrator Tomczik explained that the short answer is that this is the approach in the  
315 adopted policy; for it to come before the Board for approval and noted that he did believe that this  
316 was good information for the Board to know.  
317

318 Manager Wagamon stated that he would agree that it is good information for the Board to have but  
319 feels that staff can just tell them.

320  
321 District Administrator Tomczik noted that the Board could look to amend the policy and delegate  
322 that authority.

323  
324 Manager Waller stated that the present policy is to bring this before the Board as a way to keep  
325 them informed and noted that it is possible that this could be something that exceeds the limits of  
326 the District Administrator's ability to approve. He stated that he supports the present policy and  
327 would like to keep it as something that comes before the Board. He stated that he wants to make  
328 it clear that he is a big supporter of this program.

329  
330 ***Motion by Manager Waller, seconded by Manager Weinandt, to approve reimbursement of***  
331 ***Natural Resource Inventory and Data Analysis and Wetland Ecology and Restoration courses at***  
332 ***Colorado State University when Ms. Sommerfeld demonstrates successful completion of the***  
333 ***course with a "C" or better.***

334  
335 District Administrator Tomczik explained that this is above and beyond the activity that staff  
336 routinely has with continuing education and conferences.

337  
338 Watershed Technician/Permit Coordinator White stated that Communications & Outreach  
339 Specialist Sommerfeld expressed her appreciation for the Board support via the comment function  
340 on Zoom.

341  
342 ***Motion carried 4-0.***

343  
344 **5. Check Register Dated September 27, 2023, in the Amount of \$281,336.01 and September Interim**  
345 **Financial Statements Prepared by Redpath and Company**

346  
347 Manager Weinandt noted that she holds quarterly meetings with District Administrator Tomczik and  
348 Office Manager Stasica where she reviews this information.

349  
350 ***Motion by Manager Weinandt, seconded by Manager Wagamon, move to approve of the***  
351 ***September 27, 2023 check register in the amount of \$281,336.01 having reviewed the September***  
352 ***27, 2023 check register and the September 2023 Interim Financial Statements, both prepared by***  
353 ***Redpath and Company. Motion carried 4-0.***

354  
355 **ITEMS FOR DISCUSSION AND INFORMATION**

356 **1. Staff Reports**  
357  
358

359 **2. October Calendar**

360 District Administrator Tomczik noted that there will be a public information meeting regarding RCD-  
361 4 on October 3, 2023 at 6:30 p.m. in the Willow Room and Roseville City Hall which has been posted  
362 appropriately for Board attendance.  
363

364 President Bradley noted that he would be out of town and asked if Manager Waller could fulfill any  
365 formal or informal duties that may be necessary at the public information meeting.  
366

367 District Administrator Tomczik explained that this would be an informational meeting for  
368 landowners and comments to be considered in development of the project and for the landowners  
369 can be made aware of District activity.  
370

371 **3. Administrator Updates**

372 District Administrator Tomczik stated that earlier today, Quad Press released an article regarding  
373 Centerville Lake and the potential water management district. He stated that the District is  
374 keeping communication open with Mr. Stowe who met with the Board at a recent workshop and  
375 stated that they are working to further address his questions and schedule a site visit. He stated  
376 that staff would like to schedule the City-County partner meeting for November 8, 2023 at 1:00 p.m.  
377 He stated that there was a letter received from the City of Columbus that he responded to Columbus  
378 staff and is sharing both with the Board for any further Board direction. He reviewed planned  
379 topics for the upcoming workshop meetings.  
380

381 **4. Managers Update**

382 Manager Waller stated that during the legislative session this year, they passed a \$2 million budget  
383 for meetings for the next three years for various entities concerning White Bear Lake and noted that  
384 it is not clear how this may affect the District.  
385

386 District Administrator Tomczik stated that it is important to make note of the Watershed  
387 Management Plan. He noted that he appreciated the information shared by Manager Waller and  
388 clarified that the District's focus is primarily surface water and their activity related to ground water  
389 is a bit more indirect. He encouraged the Board to make sure that as this moves forward that they  
390 are in continuity with their WMP or change it accordingly to ensure they are clear on their activity.  
391

392 Manager Weinandt explained that she is on the Clean Water Council and noted that they met last  
393 week and took a field tour of the metro area. She reviewed some of the presentations and  
394 discussion items from the meeting and tour.  
395

396 **ADJOURNMENT**

397 ***Motion by Manager Wagamon, seconded by Manager Waller, to adjourn the meeting at 10:18 a.m.***  
398 ***Motion carried 4-0.***

## **ITEMS REQUIRING BOARD ACTION**

1. 2024 Water Quality Grant Program Release Approval  
(Molly Nelson)

# MEMORANDUM

## Rice Creek Watershed District



**Date:** October 3, 2023  
**To:** RCWD Board of Managers  
**From:** Molly Nelson, Watershed Technician/ Water Resources Specialist  
**Subject:** 2024 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 11th meeting. Staff updates include: minor changes to the technical services agreements; updated hourly rates for Anoka Conservation District (ACD), Washington Conservation District (WCD), and Ramsey County Soil and Water Conservation Division (Ramsey SWCD); and utilization of the District's approved 2024 budget. Staff will incorporate any additional recommended changes to the program documents that are a consensus position at the October CAC meeting.

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 2024 technical services funds in the 90-01 budget were increased in mid-2023 to reflect the increasing hourly rates schedules. The new designated fund amounts for 2024 are listed below:

- Anoka Conservation District (ACD)– \$15,000
- Ramsey County Soil and Water Conservation Division (Ramsey SWCD) – \$26,000
- Washington Conservation District (WCD)– \$15,000

### **Staff Recommendation**

RCWD's Citizen Advisory Committee and District staff recommend that the Board of Managers approve the 2024 Water Quality Grant Program and the amended 2024 technical services agreements with the ACD, Ramsey SWCD, and WCD.

### **Proposed Motions**

Manager \_\_\_\_\_ moves to approve the 2024 Water Quality Grant Program as presented and to authorize staff to promote and implement the 2024 Water Quality Grant Program.

Manager \_\_\_\_\_ moves to authorize the District Administrator to sign the proposed 2024 technical services agreements with the ACD, Ramsey SWCD, and WCD, in amounts not to exceed \$15,000, \$26,000, and \$15,000 respectively, to provide technical assistance for RCWD's Programs, with any further non-material changes and on advice of counsel.

### **Attachments**

2024 Water Quality Grant Program Guidelines  
2024 Water Quality Grant Program Documents  
2024 ACD, Ramsey SWCD, and WCD Technical Service Agreements

Stormwater runoff is one of the greatest threats to water quality. Stormwater runoff carries pollutants like salt and phosphorus; sediment; and trash into our lakes, rivers and streams, and ponds. It can also contribute to flooding. The Rice Creek Watershed District (RCWD) Water Quality Grant Program promotes water quality improvement by providing financial and technical assistance to public and private landowners for projects that reduce or reuse stormwater runoff, prevent erosion, and/or filter pollutants.

Water quality projects that may be eligible for this grant program include: wetland restorations; rain gardens; shoreline or streambank restorations; replacing impervious surfaces with pervious pavers; pet waste management stations; infiltration basins; and critical area stabilizations. Projects to improve the function of an existing BMP (like installing a pre-treatment chamber) may be considered. Agricultural water quality projects may also be eligible.

All grant requests are subject to RCWD Board approval. Do not start any projects before applying or receiving approval. Projects that have been started or completed before the application is submitted or the grant is approved are not eligible. Projects required by RCWD, a City, or other permitting agency, or to correct a violation of RCWD rules are also not eligible.

## Funding Availability

The 2024 Water Quality Grant Program has \$175,000 available for eligible projects. Projects may be approved for funding of 25%, 50%, or 75% of the total eligible materials and contracted labor **up to \$7,500**. Funding levels are based on RCWD criteria including pollutant load reductions and the overall project benefit to water resources.



White Bear Lake raingarden during a rain event

## Is Your Project A Good Fit For This Program?

The RCWD partners with the Anoka (ACD) and Washington Conservation Districts (WCD) and the Ramsey County Parks and Recreation, Soil and Water Conservation Division (Ramsey SWCD) and their conservation specialists to determine if potential projects are eligible for this program. Conservation specialists provide technical assistance, site visits, and assistance completing the application for RCWD landowners (residents, businesses, cities, etc).

The conservation specialists evaluate potential projects for eligibility using the RCWD's screening form. Scoring is based on a project's proximity to priority and/or impaired water bodies; estimated water quality improvement; surface water rate and volume control; erosion and sediment control. Wildlife habitat improvement and public outreach are also considered. Potential applicants that are not eligible for this water quality grant program will be informed of eligibility for other RCWD grant programs.

## Requesting a Site Visit and Submitting an Application

Request a free site visit by contacting your county's conservation specialist.

**Anoka County:** Mitch Haustein, (763)-434-2030 x15 or [mitch.haustein@anokaswcd.org](mailto:mitch.haustein@anokaswcd.org)

**Ramsey County:** Nick Neylon, (651)-266-7275 or [Nick.Neylon@co.ramsey.mn.us](mailto:Nick.Neylon@co.ramsey.mn.us)

**Washington County:** Lori Tella, (651) 330-8220 x36 or [ltella@mnwcd.org](mailto:ltella@mnwcd.org)

Angela Defenbaugh, (651) 330-8220 x23 or [adefenbaugh@mnwcd.org](mailto:adefenbaugh@mnwcd.org)

**Hennepin County:** Molly Nelson, (763) 398-3083 or [mnelson@ricecreek.org](mailto:mnelson@ricecreek.org)

The conservation specialist will work with the applicant to complete the grant application and provide a free project design for eligible projects.



Shoreline restoration at Centerville Lake



## Deadlines

The RCWD reviews proposals ten times per year. Completed applications must be submitted to RCWD by the 20th of each month for consideration during the next month's review session. Applicants should supply information to the county conservation specialist well in advance of these dates. Failure to provide adequate time may result in a delay in the review process. Please allow four to six weeks for the review process once an application has been submitted. Applicants will be notified in writing of the RCWD Board's final decision within 10 business days of the Board meeting.



Recently installed rain garden

***Do not start a project before receiving Board approval or the project will no longer be eligible.***

### Grant Program Agreement, Amendments, and Operation & Maintenance Agreement

The grant application form will also serve as the Grant Program Contract. It must be completed and signed by the landowner and the conservation specialist. The document will be signed by the RCWD after Board approval; the agreement term lasts for 18 months. **Changes to the project or amendments to the agreement may not be made without approval by RCWD.**

Project maintenance is the responsibility of the landowner (applicant). All landowners will be required to sign an Operation and Maintenance Agreement that provides details on expectations and time commitment. RCWD staff or the conservation specialist have the authority to inspect any projects during the agreement period.

Applicants are strongly encouraged to attend a Blue Thumb or partner-offered workshop on project maintenance.



Completed rain garden in Shoreview

## Payment

Payment will be made **after** project completion and once RCWD has received all required documentation. These documents include:

- Completed Operations & Maintenance Agreement;
- Project photos;
- The RCWD Voucher and Practice Certification Summary Form; and
- Copies of all invoices and receipts

Applicants using contractors must also submit a copy of the contractor's contract for the project and all pre-lien notices and lien waivers of subcontractors and suppliers.

The assigned conservation specialist must inspect and certify that the project was completed according to the approved grant agreement, design standards, specifications, and pollution reduction values. All claimed expenses will be reviewed by RCWD staff. The RCWD Board reserves the right to adjust the costs submitted for reimbursement based on this review.

**Conformance to Guidelines:** The District reserves the right to withdraw funding for any project not completed in accordance with these guidelines or the terms of its executed Grant Program Contract. It is the applicant's sole responsibility to acquire any/all required permits and approvals prior to commencement of their project.

***Do not start a project before receiving Board approval or the project will no longer be eligible.***

Any submitted information, including but not limited to applications, conceptual designs, contractor bids, cost estimates, final designs and specifications, copies of permits and proof of expenditures becomes part of the public record.

The RCWD Board reserves the right to allocate unused funds into other District programs or make changes to this program as necessary. **16**





## Water Quality Grant Program Project Screening Form

Project / Landowner Name:	Affected Waterbody:
Project Address:	City:
County: <input type="checkbox"/> ANOKA <input type="checkbox"/> RAMSEY <input type="checkbox"/> HENNEPIN <input type="checkbox"/> WASHINGTON	Project Type(s):
Application Date:	Project Effective Life:
Violation or Permit Requirement: <input type="checkbox"/> YES <input type="checkbox"/> NO	Reviewer:

**Projects are screened for potential grant eligibility based on the following criteria. (0 = Low, 5 = High)**

**1. Connectivity to Waterbody**

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

(NO)	(YES, within Subwatershed)	(YES, Direct Connection)
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> 4 <input type="checkbox"/> 5

b. Is the project tributary to a 303(d) impaired waterbody with a completed TMDL?

NO	YES
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1

c. If the answer to 1(a) is NO, is the project tributary to a lake, stream, ditch, or DNR Protected Water Wetland (PWW)?

(NO)	(YES, within Subwatershed)	(YES, Direct Connection)
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> 4 <input type="checkbox"/> 5

**2. Contributing Watershed Characteristics: Surface type draining to the project.**

0% Impervious	50% Impervious	100% Impervious
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> 4 <input type="checkbox"/> 5

**3. Volume Reduction:** Implements controls to reduce and/or minimize the rate and volume of water that drains off the property.

No Infiltration/Filtration	Filtration	Infiltration
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> 4 <input type="checkbox"/> 5

**4. Erosion and Sediment Control:** Implements controls that minimize erosion and/or sedimentation and pollutants to downstream waters.

No Erosion	Visible Erosion
No Sediment Capture	Sediment Capture
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

**5. Wildlife Habitat Improvement:** Creates/improves wildlife and/or pollinator habitat through native plantings or other restoration efforts.

Not Connected to Wildlife Corridor	Connected to Wildlife Corridor
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

**6. Public Outreach:** Willingness of applicant to allow signage, tours, and site visits. Publicly visible site.

Low Public Visibility	Moderate Public Visibility	High Public Visibility
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> 4 <input type="checkbox"/> 5

**7. Minnesota Water Steward:** Is the project part of a Minnesota Water Steward capstone project?

NO	YES
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1

**8. SRA/SWA:** Was the project or project area identified in a completed Stormwater Retrofit Analysis (SRA), Subwatershed Assessment (SWA), or other targeted study?

NO	YES
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1

Total Score: 0  
Minimum Eligibility = 15

## Water Quality Grant Program Breadcrumbs

*Created by Lauren Sampedro, March 2022*

*Updated by Molly Nelson, September 2023*

The Water Quality Grant Program is a RCWD grant program primarily focused on private landowners but is also available to public entities like cities to implement mid-size water quality grant projects. The RCWD partners closely with the local SWCDs to administer this program. RCWD staff handle administrative processes and provide some technical guidance/assistance, and the SWCDs provide technical assistance, site visits, and design work. If projects are determined to not be eligible for this program, but are still good projects, the projects may be eligible for the Mini Grant Program.

### **SWCD contacts as of 9/26/23 are:**

- Anoka Conservation District: Mitch Haustein for most water quality projects, Jared Wagner/Carrie Taylor for agricultural water quality projects, Carrie Taylor for Mini Grant Program projects
- Ramsey County SWCD: Nick Neylon (new staff and currently being trained to take on RCWD design work) and Brian Olsen (training Nick Neylon and will likely not be RCWD contact in future)
- Washington Conservation District: Lori Tella for most water quality projects, Angela Defenbaugh for agricultural water quality projects, Elissa Thompson for rural and wetland projects

### Administrative Process for Start of Year

1. Around September of the previous year, the program manager will begin planning any desired changes to the program for the following year.
2. The program manager will bring proposed changes to the CAC meeting in October to receive feedback and recommendations that will be provided to the Board for consideration.
3. After bringing to CAC, the program manager will make any necessary changes to proposed documents or program to address CAC comments.
4. The program manager will bring proposed program changes to the November Board workshop for feedback and direction.
5. Based on Board's comments, the program manager will bring program changes for approval at the November Board meeting if minor comments, or December Board meeting if more significant comments.
6. After Board approval of the proposed program changes, all changes will be implemented at the start of the year in January.

### Budget & SWCD Technical Services Agreements

1. The Water Quality Grant Program generally has a total budget of \$250,000.
2. Ensure at least \$175,000 is available for funding project installation. Start the year with \$50,000 allocated to Anoka County projects, \$50,000 for Washington County projects, and \$75,000 for Ramsey County projects.
3. Generally, ACD gets \$15,000, WCD gets \$15,000, and Ramsey County SWCD gets \$26,000. These cover technical assistance, site visits, & design services for both WQ and Mini Grant Programs.
4. An extra \$15,000 is set aside in the budget for MWS projects and SWCDs can track the

time/hours of working on MWS separately from WQ and Mini Grant Program site visit and design time.

5. There is around \$11,000 reserved for miscellaneous things in the budget like legal notices or legal staff time, engineering staff time, printing, postage, and professional services other than SWCD services (like making signs for projects).
  - a. If there is a proposed project/grant application in Hennepin County, funds for the project would also come from this section of the budget (at the bottom of the spreadsheet).
  - b. Unspent and unallocated funds go back in the District fund balance.
  - c. Unspent funds can also be reallocated to other District programs as needed, such as the Stormwater Management Grant Program.

### Eligible Projects & Funding Amounts \*

Type of Eligible Project	Avg. Funding %
Curb cut raingardens, Minnesota Water Steward capstones, wetland restorations	75%
Shoreline stabilization or restoration (vegetative/structural), permeable/pervious pavement (pavers, concrete, asphalt), critical area stabilization (vegetative/structural), better science retrofits or end of life maintenance (no funds towards failed projects/negligent maintenance), infiltration basins	50%
Rain leader disconnect or small drainage area capture raingardens (like backyard raingardens)	25%

Funding amounts are generally based on pollutant load reductions and overall project benefit. Generally, an applicant can receive up to a maximum of \$7,500 (assuming \$10,000 in eligible materials and contracted labor).

\*Agricultural bmps are also currently eligible for the grant program, but more work is needed to determine from the public what practices they're interested in and what funding should be allocated/if any program changes are needed to better accommodate these bmps. Current ag bmps can include vegetative (buffer/filter strips), structural (grassed waterways, hickenbottom intakes), livestock exclusion fencing, waste storage facilities. [See Agricultural Initiatives Section.](#)

\* Pervious hard surface projects are eligible for full funding only when demonstrated by the county conservation staff that no lower-cost project can feasibly provide equivalent water quality improvement. Where alternative low-cost projects are feasible, cost-sharing for pervious hard surface projects will be limited to the eligible cost of the alternative project type.

\*Examples of better science retrofits or end of life maintenance projects are adding pretreatment to a raingarden (like adding a rain guardian structure when no other pretreatment existed) or refreshing a raingarden after the O & M expired and it's at the end of its life (usually after 10 years). If a project is at the end of its life, a sediment analysis should be done to determine if there is a demonstrated need for a full refresh and if the refresh is largely needed due to age (the Board does not wish to provide

payment for projects needing a refresh that are largely a result of the grantee not completing routine maintenance under the O & M agreement).

\*Funding amounts may vary depending on project and if other agency grant dollars are added to projects. The Board prefers applicants to contribute a match towards the project. The Board reserves the right to consider funding requests exceeding the funding limits and the percentage funding cap on a case-by-case basis, taking into consideration of the project like cost, public benefit, and the likelihood of a project not being installed without a higher RCWD contribution. The Board may approve up to 90% funding if a project is extremely beneficial (benefits more than one property owner) or can reduce grant award amounts for projects. (Why it is important to not guarantee funding amounts to grant applicants).

#### Automatically Ineligible Projects/Expenses

1. Any project that has undergone construction prior to Board knowledge and approval.
2. Any project required to meet a RCWD, city, or other permitting agencies' permit requirements. If a permit is required, the project would need to go above and beyond the requirements to be eligible for grant funds.
3. Any project needed to correct a violation of permit requirements per #2 above.
4. Any project located on a RCWD public drainage ditch.
  - a. **Note:** Some shoreline projects were approved on public drainage ditches in the past, but Lauren checked with Board, HEI, and Rinke Noonan in June 2020 and the Board determined these projects are not eligible for future grant funds.
5. A routine maintenance project/failed grant project while O & M agreement is in effect.
  - a. To avoid project failures/ "negligent" maintenance, important to provide maintenance materials to grantees.
  - b. Maintenance costs are not eligible expenses.
6. Projects that are for landscaping/aesthetic purposes.
  - a. Water Quality projects that also include landscaping/aesthetic components will only be reimbursed/paid for the water quality components. The Landscaping/aesthetic components are not eligible expenses.

#### Effective Life of Eligible Projects:

RCWD encourages landowners to maintain publicly funded projects in perpetuity. However, the "effective life" listed below is the minimum number of years that the RCWD requires a landowner to maintain the project in exchange for public funding of the project. The effective life is added to a grant application/contract and O & M agreement.

<u>Water Quality Practice</u>	<u>Effective Life</u>
• Wetland Restoration	10
• Agricultural BMP's	
○ Vegetative (e.g. filter strip)	5
○ Structural (e.g. grassed waterway)	10
○ Livestock Exclusion & Water Supply	5
• Filter Strip/Buffer (vegetative)*^	5
• Rain Gardens	10
• Shoreline/Streambank Restoration	
○ Vegetative*	5
○ Structural (riprap, soil lift, etc.)	10

<u>Water Quality Practice</u>	<u>Effective Life</u>
• Pervious Hard Surface	
○ Pervious Pavers	10
○ Pervious Concrete	10
○ Pervious Asphalt	10
• Infiltration Basins	
○ Above ground	10
○ Below ground	10
• Critical Area Stabilization	
○ Vegetative	5
○ Structural (e.g. diversion)	10

\* Only the recommended upland buffer width is eligible for funding (documented by county conservation staff.)

\*^ Practices proposed to achieve landowner compliance with Minnesota Statutes §103F.48 Riparian Protection and Water Quality Practices, also known as the "Buffer Law", are eligible for funding under this program.

*In contrast with the above, after discussion with SWCD staff, we determined that all projects through this program should have an effective life of 10 years, as long as the practices are properly designed and installed, and the homeowners maintain the projects.*

### Application Review Schedule

Applications are accepted at any time during the year, but preference is to receive completed applications around the 20<sup>th</sup> of every month to allow staff time to review applications and make a determination if they are ready to go to the CAC or Board meetings. Applicants will be notified of the Board's final decision.

### Cost Estimates & Contractor Bids/Contractors

1. Cost estimates are important for determining the potential costs of a project and appropriate grant award amounts. All grant applications must include a cost estimate prepared by SWCD staff.
2. All applicants should also solicit, receive, and submit with their application at least 2 bids for any contracted labor associated with the project. One bid can be accepted if the applicant has difficulty receiving more bids and the cost estimates in the one bid are reasonable and less than or close to the SWCD's cost estimate.
3. The applicant can choose any bid that they see fit, but **the final grant award amount for projects will be based on the lowest qualified bid.**
4. Though contractor-completed work is preferable, landowner labor may be credited to the total project cost estimate at \$10/hour for unskilled labor and \$20/hour for skilled labor. Landowner labor will only serve as in-kind match funding and shall not be reimbursed. Reimbursement cannot exceed the cost of eligible purchased supplies and materials and contracted labor.
5. RCWD & SWCD staff cannot recommend specific contractors to use for projects, but SWCD staff maintain a list of potential contractors that can be provided to applicants.

### Buffer Law Funds

In 2017, the District made funds available through this program to support landowners in meeting the requirements of MN Statutes 103F.48 (called the Buffer Law). A one-time incentive payment of 75% of the RIM rates, capped at \$7,500 was approved based on landowner interest and SWCD determination of compliance with the Buffer Law. All landowners in RCWD were determined to be in compliance with the law; those that initially weren't in compliance chose to let vegetation grow back rather than plant a

brand new buffer and worked with SWCDS. While these funds are still available, they are likely no longer applicable unless landowners become non-compliant.

### CAC & Board Approval Process

#### CAC

1. After RCWD staff has reviewed a submitted grant application and confirmed its program eligibility, the next step is to prepare the application for the CAC's review at their next meeting.
2. CAC packet order for application materials:
  - a. RCWD memo addressed to CAC with a staff recommendation for the application
  - b. SWCD technical memo with pollutant reduction estimates
  - c. Water Quality/Clean Water Plan (if provided by SWCD)
  - d. Location map (create using staff template unless provided in SWCD materials)
  - e. Construction-ready designs for project
  - f. Cost Estimate from SWCD
  - g. Bids Received
  - h. Program Screening Form
3. Ensure at the end of the CAC's discussions of the applications that they make a motion to either recommend the application to the Board for their consideration or approval, or that they don't recommend it goes to the Board (and gets denied).

#### BOARD

1. If CAC recommends a grant application to go to the Board, the program manager will prepare Board packet materials.
2. Board packet order for materials (mostly the same as CAC packet, only difference is RCWD staff memo content and no screening form):
  - a. RCWD staff memo addressed to Board with proposed motion:
  - b. SWCD technical memo with pollutant reduction estimates
  - c. Water Quality/Clean Water Plan (if provided by SWCD)
  - d. Location map (create using staff template unless provided in SWCD materials)
  - e. Construction-ready designs for project
  - f. Cost Estimate from SWCD
  - g. Bids Received
3. Grant applications that are standard (common project types and recommended funding amounts consistent with program guidelines) can go on a Water Quality Grant Program consent agenda table in the Board meeting packet, which will be considered by the Board after the permit application consent agenda. The Office Manager will prepare the consent agenda table and may ask for a review before finalizing the agenda in the Board packet. Consent agenda applications do not require a formal staff presentation.
4. Grant applications that are not as standard or that recommend higher funding amounts than the maximum cap of \$7,500 become a Board action item and require a presentation to the Board.
  - a. Examples that have been a Board action item: an agricultural project and a large-scale raingarden project over \$20,000.

### Grant Agreement & Amendments

1. Minor grant agreement/contract extensions and amendments for additional grant funding (such as \$750 and below) may be approved by the RCWD Administrator.
2. Major amendments and extensions, especially for a significant amount of additional funding shall be approved by the RCWD Board of Managers and must be by mutual written agreement signed by all parties to the original contract.

#### Operation and Maintenance (O & M) Agreement

1. To ensure that the expected operational life of a water quality project is achieved, grantees are required to execute an O & M agreement for the practices they install and receive grant funding for. Project maintenance is the sole responsibility of the grantee. RCWD will not accept any maintenance responsibility.
2. The agreement must be signed by the grantee, notarized, and submitted to RCWD prior to the release of any grant payment by the District. The RCWD Administrator shall execute the agreement and RCWD staff will return a copy to the grantee for their records.

#### Project Closeout/Payment Process

1. When a project has been installed and completed, several steps need to be taken before closing the project out, regardless of RCWD payment method:
  - a. Landowner requests payment with confirmation the project has been completed.
  - b. SWCD or RCWD staff complete a final inspection to confirm the project matches the approved plans and was installed correctly.
  - c. Pictures of the completed project are taken by SWCD or RCWD and filed in grant application folders.
  - d. O & M agreement has been fully executed by all parties and saved.
  - e. A copy of the landowner's invoice for the project is received that clearly shows the invoice has been paid.
  - f. Voucher form is completed.
  - g. When the above steps have been completed, begin the payment request process with Office Manager. There are 2 payment options to choose depending on landowner preference:
    - i. Reimbursement: landowner pays for the entire project up front to the contractor and RCWD reimburses the landowner with the grant award. If this method is chosen, the landowner will need to sign the voucher form in section C.
    - ii. Direct Payment to Contractors: landowner pays only their project match to the contractor and RCWD provides the grant award directly to the contractor when project is complete. If this method is chosen, the contractor will sign the voucher form in section C.
  - h. The Board usually approves payment requests at the second Board meeting of each month. Sometimes this is helpful to communicate to grantees/contractors so they know when they can generally expect a check. A check is usually written after the Board meeting if the Board approves the check register.

#### Street Reconstruction Projects-Above & Beyond

Street reconstruction projects that propose stormwater treatment above and beyond RCWD rules are a great opportunity to partner through the Water Quality Grant Program. Projects like curb cut raingardens are cost effective to install during street reconstruction work. RCWD began partnering with



the City of White Bear Lake and Ramsey County SWCD on installing voluntary curb cut raingardens during City street reconstruction, which expanded to White Bear Township, the City of Mahtomedi, and the City of Fridley. City/Township determines street reconstruction scope and if curb cut rain gardens will be above and beyond RCWD rules.

### Agricultural Initiatives

Though agricultural best management practices (bmps) are currently eligible practices through the Water Quality Grant Program, not many agricultural and rural landowners have expressed interest in these bmps and Anoka and Washington counties have shown less interest in this grant program in general. RCWD began conducting targeted outreach for these landowners in July of 2020, beginning with a postcard and a survey sent out in August 2020 to learn about what landowners may be interested in and if any program changes/improvements are needed to better accommodate agricultural bmps. Surveys were followed up with phone call conversations.

After discussing the survey results with the CAC it was determined that more outreach work and relationship building is needed before considering any changes or improvements to the program for agricultural bmps. Staff began sending out regular newsletters to the same landowners who received the survey, which instigated some site visits. The goal is to send a newsletter at least once a year.

After the agricultural survey and site visits, some landowners expressed interest in wetland restoration projects. Though this is a currently eligible practice through the program, more research is needed on what types of restorations would improve water quality to be eligible for the grant program, regulatory requirements, and what the funding levels should be. A meeting was held with Patrick, Kelsey, and BWSR to have an initial discussion on what the criteria should be, but it needs more planning and research.

### Shoreline Projects

On occasion, shoreline projects may require coordination with regulatory staff. If a landowner is proposing riprap on a shoreline that is not experiencing enough erosion to warrant the use of riprap, the landowner needs a permit with RCWD unless they can be convinced to stabilize their shoreline through vegetative-only methods that would be eligible for grant funds. If a landowner is insistent on installing riprap where riprap isn't needed, direct them to regulatory staff. Regulatory staff may also be contacted first about a shoreline project and may check in on which program the landowner should work through. If there is enough erosion to warrant riprap, they may be eligible for the Water Quality Grant Program, especially if an upland buffer is installed above the riprap for added water quality benefit (a preferred practice by staff, SWCDs, and CAC).

### Program Evaluation/Cost Benefit Analysis

From time to time, the Board will request a cost benefit analysis of projects going through the program. This involves putting together a summary over time of the number and types of projects that have received funds for the program, how many SWCD site visits were done, how much approved projects received from RCWD/what the projects cost, and what the pollutant reduction amounts were. The Board does this to confirm the value and effectiveness of the program and to receive an update on the program. Additional work in 2023 has been done to start bringing a cost-benefit analysis component to the review of applications.

### Notes to Program Applicants:



District can withdraw funding if project is not completed according to the guidelines and terms of what was approved. The applicant is solely responsible for obtaining any required permits or approval before starting a project. Any submitted information, including but not limited to applications, conceptual designs, contractor bids, cost estimates, final designs and specifications, copies of permits and proof of expenditures becomes part of the public record.

**SERVICE AGREEMENT  
BETWEEN  
ANOKA CONSERVATION DISTRICT  
AND RICE CREEK WATERSHED DISTRICT  
FOR  
2024 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI 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, 2024 to December 31, 2024 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 \$15,000 during the term of this Agreement.

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

**F. PAYMENT**

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

**G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS**

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

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

#### **H. STANDARDS**

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

#### **I. DATA PRIVACY**

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

#### **J. AUDITS, REPORTS AND MONITORING PROCEDURES**

The ACD will:

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

#### **K. INDEMNITY**

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

#### **L. INDEPENDENT CONTRACTOR**

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

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

#### **M. MODIFICATIONS**

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

**N. MERGER**

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

**O. TERMINATION**

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

**P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

APPROVED:

**RICE CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ANOKA CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### 2024 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI 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 and the Mini 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, the Mini Grant Program, 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.

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  
2024 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI 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, 2024 to December 31, 2024 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 \$26,000 during the term of this Agreement.

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

**F. PAYMENT**

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

**G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS**

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

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

#### **H. STANDARDS**

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

#### **I. DATA PRIVACY**

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

#### **J. AUDITS, REPORTS AND MONITORING PROCEDURES**

The SWCD will:

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

#### **K. INDEMNITY**

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

#### **L. INDEPENDENT CONTRACTOR**

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

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

#### **M. MODIFICATIONS**

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

#### **N. MERGER**



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

**O. TERMINATION**

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

**P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

APPROVED:

**RICE CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED BY:

**RAMSEY COUNTY- COUNTY MANAGER**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**RAMSEY COUNTY-PARKS AND  
RECREATION DEPARTMENT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### 2024 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI 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 and the Mini 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, the Mini Grant Program, 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.

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**

**2024 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI GRANT PROGRAM**

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

<b>Position</b>	<b>Rate</b>
Environmental Resource Specialist	\$80/hour

**SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND RICE CREEK WATERSHED DISTRICT  
FOR  
2024 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI 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, 2024 to December 31, 2024 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 \$13,000 during the term of this Agreement.

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

**F. PAYMENT**

The Watershed District will pay 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**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### 2023 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI 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 and the Mini 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, the Mini Grant Program, 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.

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**

**2024 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & MINI GRANT PROGRAM**

**WASHINGTON CONSERVATION DISTRICT BOARD-APPROVED HOURLY SERVICE FEE SCHEDULE**

## **ITEMS REQUIRING BOARD ACTION**

2. Houston Engineering, Inc. Task Order 2023-12 Anoka  
Washington Judicial Ditch 3 Branches 1, 2, &4 Construction  
Management (Nick Tomczik)

# MEMORANDUM

## Rice Creek Watershed District



**Date:** October 5, 2023  
**To:** RCWD Board of Managers  
**From:** Nick Tomczik, Administrator  
**Subject:** Houston Engineering, Inc. Task Order 2023-12 Anoka Washington Judicial Ditch 3 Branches 1, 2, &4 Construction Management

---

### **Introduction**

Staff is seeking Board approval of HEI task order # 2023-012 to complete construction management on Judicial ditch 3 repair project.

### **Background**

The District has ordered Judicial Ditch 3 repair project and contracted with JACON, LLC to complete repair work. Houston Engineering is to provide construction management oversight, including staking, construction observation, and contract management in coordination with District staff. The Engineer has developed a task order detailing these services, presented here today for the board's consideration.

### **Staff Recommendation**

Staff recommends proceeding with the HEI Task Order providing for construction management of the public drainage system repair.

### **Proposed Motion**

Manager \_\_\_\_\_ moves to authorize the Board President to execute HEI Task Order 2023-012 for Judicial Ditch 3 construction management for an amount of \$80,500.

### **Attachment**

HEI Task Order 2023-012

---

---

## SCOPE OF SERVICES



Task Order No. 2023-012  
Rice Creek Watershed District



### Anoka Washington Judicial Ditch 3 Branches 1, 2, & 4 Construction Management

---

---

#### RCWD Administrative Information:

Account No.: 80-21

Account Name: AWJD 3 Repair

Houston Engineering Project No.: R005555-332 Phase 002

#### Task Order Purpose:

The project purpose is to coordinate permitting, complete final design, prepare construction plans, prepare bid documents, and complete bidding on behalf of the RCWD for the repair of Anoka/Washington Judicial Ditch 3 (JD 3).

#### Professional Services Rendered:

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

1. Provide construction staking for the open channel repairs. We anticipate setting the stakes once. Any additional re-staking is considered outside of the scope of this task order. Stakes will be set to define the tree clearing limits, channel depth of cut, culvert inverts, and similar items.
2. Create record drawings based upon an as-built survey.
3. Complete construction management activities including pre-construction meeting, processing field and change orders; recommending partial payments, and summarizing project progress for the District staff and Board.
4. Provide part-time construction observation for the project, assuming a construction schedule of 30 work days, and up to 300 hours of construction observation. The amount of time necessary for inspection may vary based on performance of Contractor.

#### Deliverables:

The deliverables for the Task Order consist of the following:

- Twelve pre- and post-construction meetings, including: two staff meetings with RCWD, two days of on-site meetings with landowners, six weekly construction meetings, a Pre Construction meeting, and a Project Closeout presentation at a Board of Managers meeting.

---

---

## SCOPE OF SERVICES



Task Order No. 2023-012  
Rice Creek Watershed District



### Anoka Washington Judicial Ditch 3 Branches 1, 2, & 4 Construction Management

---

---

- Various contract documents including Change and Field Orders, Payment Certification, and Project Acceptance.
- Record Drawings.

#### **Schedule and Compensation:**

HEI will perform the professional services identified above on a time and materials basis. We recommend the RCWD budget an amount of **\$80,500** for the work described in this task order. HEI shall not exceed this amount without prior authorization from the Rice Creek Watershed District. **Attachment A** provides a summary of the probable cost per task. HEI reserves the right to move dollars across tasks, while remaining within / below the total amount identified by this Agreement.

#### **Assumptions:**

The estimated compensation for the execution of the tasks identified within the "Professional Services Rendered" section of this Task Order is based upon the following assumptions:

1. HEI will be responsible for construction observation. The estimated amount of observation time required by HEI is 300 hours, assuming part-time observation (assuming 12 week schedule).
2. The contractor is responsible for replacement of staking.
3. No permitting is required.

---

---

## SCOPE OF SERVICES



Task Order No. 2023-012  
Rice Creek Watershed District



### Anoka Washington Judicial Ditch 3 Branches 1, 2, & 4 Construction Management

---

---


#### SIGNATURES:

The services described by this Task Order are being provided in accordance with the Professional Services Agreement between the Rice Creek Watershed District and Houston Engineering dated May 14, 2008, as amended and extended. This **Task Order** shall be effective **September 1, 2023** as authorized by the signatures of representatives of the Rice Creek Watershed District and Houston Engineering, Inc.

#### Rice Creek Watershed District

By: \_\_\_\_\_  
Name: Michael Bradley  
Title: President  
Date: \_\_\_\_\_

#### Houston Engineering, Inc.

By:   
Name: Christopher C. Otterness, PE  
Title: District Engineer  
Date: October 5, 2023

Attachment A  
**ESTIMATED BUDGET**  
**JD 3 BR. 1, 2, 4 REPAIR CONSTRUCTION MANAGEMENT**



Rates ==>    \$194    \$176    \$188    \$149    \$127

Total Estimated Labor    \$77,503

Total Estimated Expenses    \$2,989

Total Estimated Cost    \$80,491

Date Prepared: October 5, 2023  
Date Revised:  
Prepared by: C. Otterness  
Checked by: A. Nies

TASK DESCRIPTION	Principal In Charge	Project Manager	2-person Field Crew	Engineering Specialist	Engineer 2	Total	
						Hours	Dollars
JD 3 BR. 1, 2, 4 REPAIR CONSTRUCTION MANAGEMENT	CO	AN	JM/XX	JN	GM	526	
	16	132	48	10	320	\$77,503	
	\$3,096	\$23,285	\$9,029	\$1,485	\$40,608		
Total Labor Hours ==>>>	16	132	48	10	320	526	77,503
Total Labor Dollars ==>>>							
<b>Construction Management</b>							
Contract Documents (includes up to 2 change orders)	14	80	0	0	20	114	\$19,359
Pre-construction meeting (Engineer and Inspector)	4	20			4		
Processing Pay Requests (3 requests, include progress report)		12			12		
Weekly construction meetings (6)	8	12					
Coordination with RCWD during construction	2	12					
Coordination with City and landowners during construction		4			4		
Punch-list walkthrough		4					
Board Project Summary Presentation & Meeting							
<b>Staking &amp; Inspection</b>							
Staking	2	52	48	10	300	412	\$58,144
Construction Observation (12 weeks @25 hr/week)		4	32	2			
As-built Survey	2	45			300		
Record Drawings		1	16	8			
		2					

**Assumptions:**

1. HEI will set construction stakes once. The contractor is responsible for replacement of any disturbance of staking.
2. HEI is the lead on inspection activities.
3. Construction observation activities will be completed in 12 weeks.



## **ITEMS REQUIRING BOARD ACTION**

3. Check Register Dated October 11, 2023, in the Amount of \$98,071.37 Prepared by Redpath and Company

**Rice Creek Watershed District**  
**Check Register**  
**Sep. 28, 2023 - Oct. 11, 2023**  
**To Be Approved at the October 11, 2023 Board Meeting**

Check #	Date	Payee	Description	Amount
25305	10/11/23	Beisswenger's Do it Best	Construction	\$110.03
25306	10/11/23	David Blackford	Construction	2,589.87
25307	10/11/23	Jennifer Brekkestran	Construction	500.00
25308	10/11/23	Career Enhancement Options, Inc.	Professional Services	1,776.25
25309	10/11/23	Comcast	Telecommunications	547.60
25310	10/11/23	Ellen Donaldson	Construction	7,500.00
25311	10/11/23	Iron Mountain	Professional Services	180.00
25312	10/11/23	ODP Business Solutions, LLC	Office Supplies	39.99
25313	10/11/23	Plaudit Design	Professional Services	10,000.00
25314	10/11/23	Winnick Supply, Inc.	Construction	341.09
25315	10/11/23	Zayo Group, LLC	Telecommunications	1,300.21
11336	10/11/23	Curtis Ventures, LLC.	Surety Release - #22-019; #22-024	3,000.00
11337	10/11/23	Erik Hedlund	Surety Release - #21-034	1,000.00
11338	10/11/23	Lorenz Bus Service, Inc.	Surety Release - #17-075	5,000.00
11339	10/11/23	Pulte Group	Surety Release - #15-019	5,000.00
Payroll	10/15/23	Oct 15th Payroll (estimate)	Oct 15th Payroll (estimate)	30,140.40
EFT	09/27/23	Verizon Wireless	Telecommunications	678.67
EFT	09/27/23	Verizon Wireless	Telecommunications	169.10
EFT	10/10/23	US Bank Equipment Finance	Equipment Lease	1,038.01
EFT	10/11/23	Wex Bank	Vehicle Fuel	558.22
EFT	10/11/23	Xcel Energy	Telecommunications	229.88
EFT	10/11/23	Xcel Energy	Telecommunications	14.21
EFT	10/11/23	Card Services - Elan	Sep/Oct Credit Card	5,905.85
EFT	10/15/23	Internal Revenue Service	10/15 Federal Withholding (estimate)	11,006.11
EFT	10/15/23	Minnesota Revenue	10/15 State Withholding (estimate)	1,914.00
EFT	10/15/23	Empower Retirement	10/15 Deferred Compensation	955.00
EFT	10/15/23	Empower Retirement	10/15 Roth IRA	265.00
EFT	10/15/23	PERA	10/15 PERA (estimate)	6,311.88
<b>Total</b>				<b><u>\$98,071.37</u></b>

## **ITEMS FOR DISCUSSION AND INFORMATION**

1. District Engineer Update and Timeline



District Engineer - Monthly Project Report September 2023  
Rice Creek Watershed District



Date Prepared: 5-Oct-23  
Prepared by: C. Otterness

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
Anoka County Ditch 53-62 Main Trunk Repair Design and Construction	Chris Otterness	\$111,900	\$117,063	(\$5,163)	N	99.0%	104.6%	Y	Y	31-Dec-22	Contractor is completing punch list items including reseeding areas of poor germination
MS4Front Annual Subscription and Implementation Services	Brian Fischer	\$16,000	\$3,989	\$12,011	N	75.0%	24.9%	Y	N/A	31-Dec-23	Additional implementation efforts have been completed by HEI at District staff request.
GIS and Ditch Records Maintenance	Brian Fischer	\$16,000	\$10,599	\$5,401	N	75.0%	66.2%	Y	N/A	31-Dec-23	HEI completes updates to various GIS layers utilized in MS4Front and DrainageDB.
Ramsey County Ditch 4 Repair Report	Chris Otterness	\$35,000	\$24,060	\$10,940	N	90.0%	68.7%	Y	N/A	1-Oct-22	A public information meeting was held. Next step is a public hearing
AWJD 3 Branches 1, 2, and 4 Engineering Design and Bidding	Chris Otterness	\$54,000	\$32,832	\$21,168	Y	100.0%	60.8%	Y	N/A	31-Dec-22	Construction is underway
Hansen Park FEMA LOWR Modeling Support	Chris Otterness	\$9,800	\$10,449	(\$649)	Y	100.0%	106.6%	N	N	31-Oct-22	HEI has delivered the requiring modeling products to the City of New Brighton
RCD 2, 3, & 5 Basic Water Management Project	Joe Lewis	\$167,500	\$116,465	\$51,035	N	70.0%	69.5%	Y	N/A	2-May-23	Preliminary plans for all three sites are continuing in development.
2023 District Wide Modeling Program Annual Updates	Bret Zimmerman	\$22,500	\$13,172	\$9,328	N	55.0%	58.5%	Y	N/A	1-Jul-23	HEI staff is completing model updates based on changes to system in prior year.
RCD 1 Records Reestablishment	Adam Nies	\$27,500	\$9,665	\$17,835	N	30.0%	35.1%	Y	N/A	31-Dec-23	Plan and profile drawings of the ditch are under development
2023 Permit Program Compliance Audit of Level 2 Cities	Chris Otterness	\$27,500	\$16,773	\$10,727	N	90.0%	61.0%	Y	N/A	31-Dec-23	HEI staff has completed an initial review of the submitted permits. After RCWD staff input, findings will be discussed with the Cities.
RCWD Boundary Petition Assistance	Chris Otterness	\$16,500	\$9,040	\$7,460	N	55.0%	54.8%	Y	N/A	1-Mar-24	A revised recommended boundary has been completed. Customized maps for each city and adjoining WMO is underway.
ACD 53-62 Branches 5 & 6 Repair Report	Adam Nies	\$82,200	\$6,768	\$75,432	N	3.0%	8.2%	Y	N/A	30-Apr-23	Survey of the current ditch bottom is completed
JD 3 Clearwater Creek Stabilization	Adam Nies	\$74,900	\$2,532	\$72,368	N	3.0%	3.4%	Y	N/A	31-May-24	Survey of JD 3 and Clearwater Creek is completed
2023 PDS Level 2 & 3 surveys	Adam Nies	\$19,800	\$414	\$19,386	N	2.0%	2.1%	Y	N/A	31-Dec-23	Survey will be beginning of the JD 2 and ACD 10-22-32 open channel
2024 Stormwater Management Grant Program Application Review	Kate MacDonald	\$7,500	\$0	\$7,500	N	0.0%	0.0%	Y	N/A	31-Jan-24	HEI will begin reviewing applications after the first of the year.

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  $\pm 5\%$ .

**District Engineer**  
**Monthly Progress Report (Actual & Estimated Progress)**  
**Through September 2023**

