



OCTOBER						
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NOVEMBER						
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RCWD BOARD OF MANAGERS WORKSHOP

Monday, October 12, 2026, 9:00 a.m.

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

Join Zoom Webinar:

<https://us06web.zoom.us/j/83344906509?pwd=apoA1I2bBF81FvdUf59j3dbotw5AIX.1>

Passcode: 088316

+1 312 626 6799 US (Chicago)

Webinar ID: 833 4490 6509

Passcode: 088316

Agenda

ITEMS FOR DISCUSSION

- Silver Lake User Survey
- 2027 Water Quality Grant Program Document Review
- 2027 Stormwater Management Grant Program
- 2027 Budget Manager Inquiries
- Professional Services Proposals for District 2027-28

Administrator Updates (If Any)

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

BOARD OF
MANAGERS

Janet Hegland
Anoka County

Jess Robertson
Anoka County

Michael J. Bradley
Ramsey County

Marcie Weinandt
Ramsey County

John J. Waller
Washington County

Silver Lake User Survey

MEMORANDUM

Rice Creek Watershed District



Date: October 6, 2026
To: RCWD Board of Managers
From: Matt Kocian, Lake and Stream Manager
Subject: Silver Lake User Survey

Introduction

This is an information item regarding the use of a new survey tool to better engage and understand District constituents – in this case, residents of Silver Lake.

Background

Water quality management on lakes is a priority issue for the District. The District works closely with lake groups as we jointly endeavor to improve lake water quality. Often, identifying shared goals and desired lake outcomes is straightforward. However, in some instances – often on shallow lakes – it can be trickier to define desired outcomes. For example, reducing algae blooms and increasing water clarity often results in increased aquatic plant growth. This is a natural and healthy lake response to improved water quality. However, it can create friction with some lake users.

District staff recently used our new *Maptionnaire* web-based survey tool on residents and users of Silver Lake. The purpose of this tool was to gain a better understanding of values and desired outcomes from lake management. The results of this survey are attached below. Approximately 180 individual survey responses were received! Take-home messages include:

- Most respondents were not residents of Silver Lake, but non-resident lake users (e.g. via Silverwood Park, the city beach, or the public boat launch). This is a good reminder that our lakes are a public resource, used frequently by non-shoreline owners.
- The most frequently cited lake use was “enjoying nature/wildlife/birding”. In contrast, District staff are often most engaged by lake users that talk about boating or swimming.
- Lake users are acutely aware of negative changes in water clarity, and they value clear water.
- Respondents are supportive of native aquatic plants, and prefer plants to green water. Again, this is contrary to messages often received by District staff.
- Respondents overwhelmingly believe it is the responsibility of watershed districts and the DNR to manage our lakes.

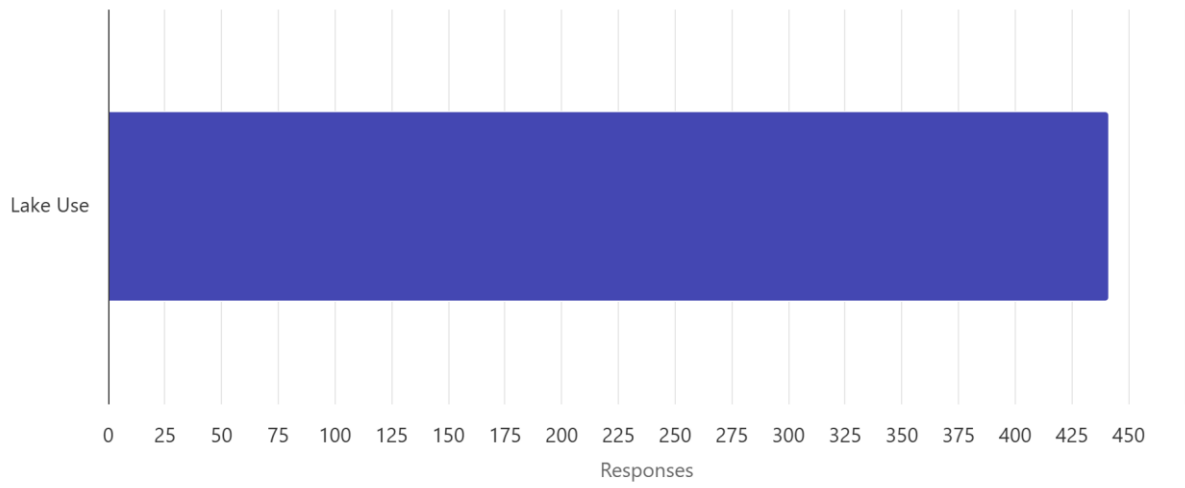
The Silver Lake survey gives the District valuable insight into residents’ and users’ priorities. A clearer understanding of their values and desired outcomes enables the District to construct better management plans. It also provides staff an opportunity to educate residents on scientific issues.

The *Maptionnaire* tool has also recently been used on the District’s regulatory program and the Jones Lake project. It may very well be a valuable outreach tool as the District develops its next Watershed Management Plan.

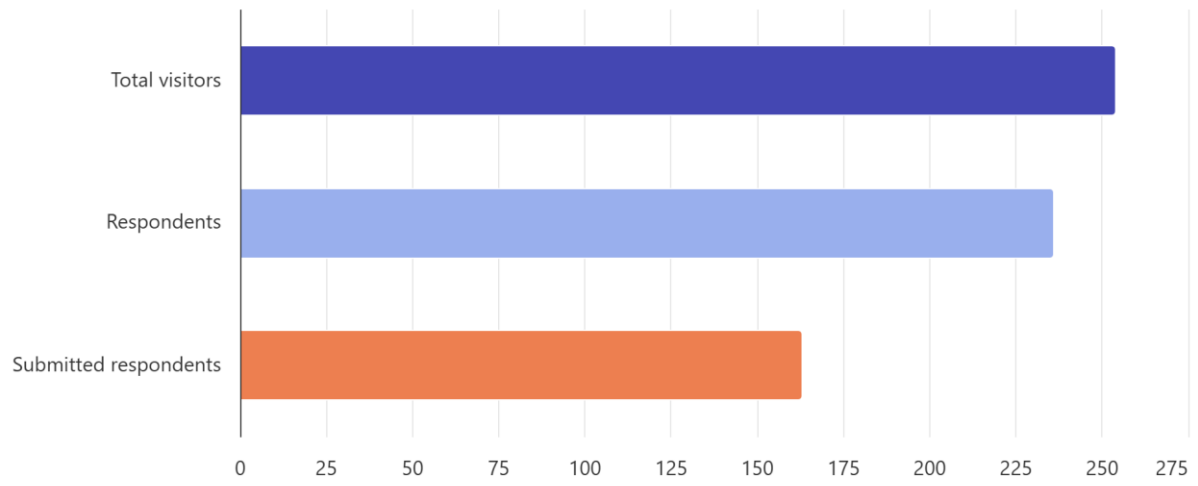
Attachments

- Silver Lake Survey Results

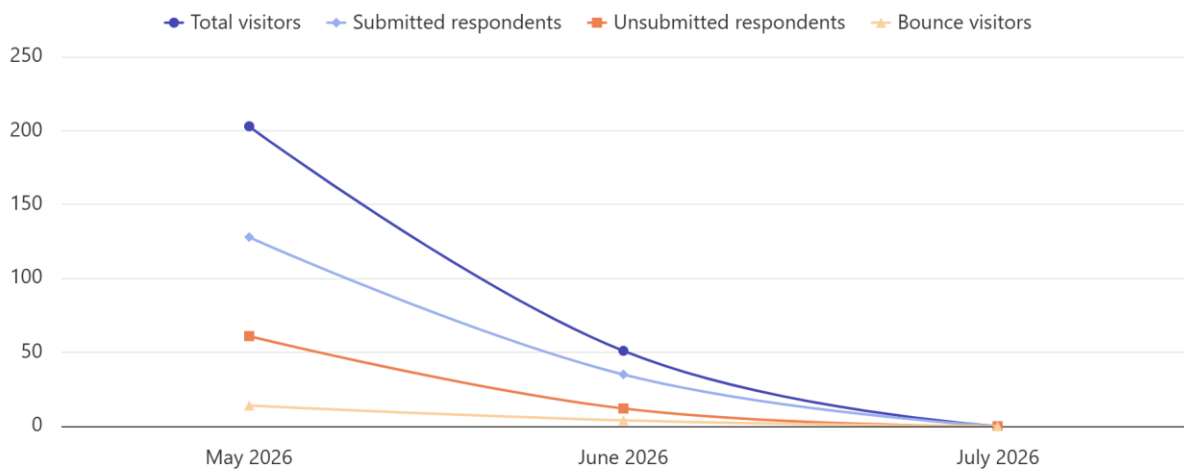
Map Questions



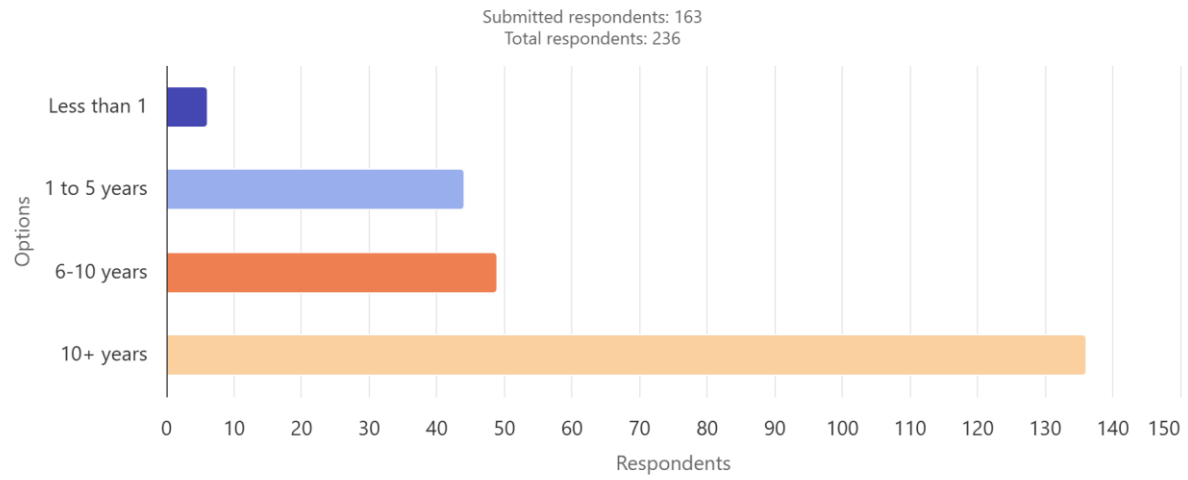
Total visitors



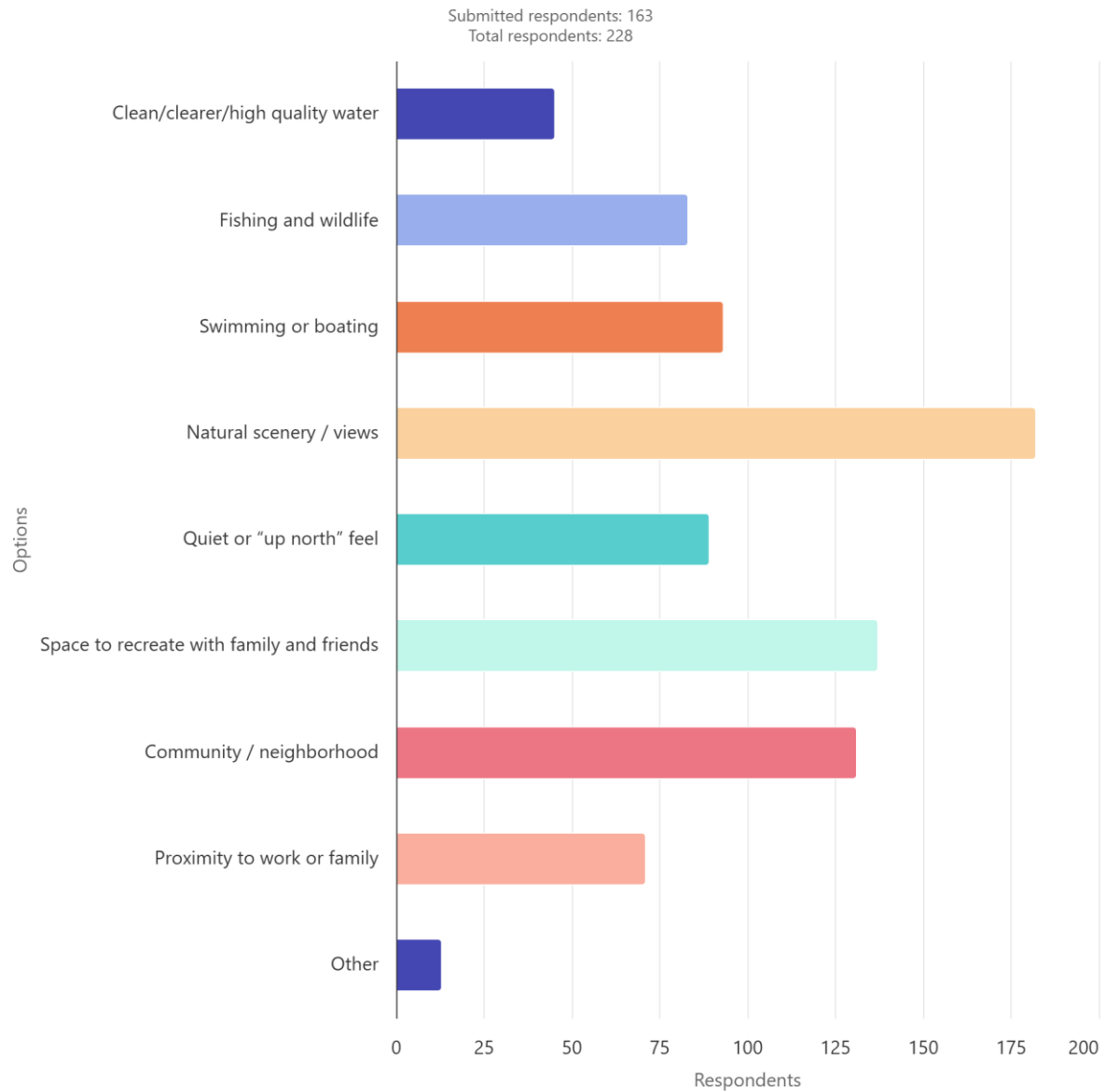
Visitors over time



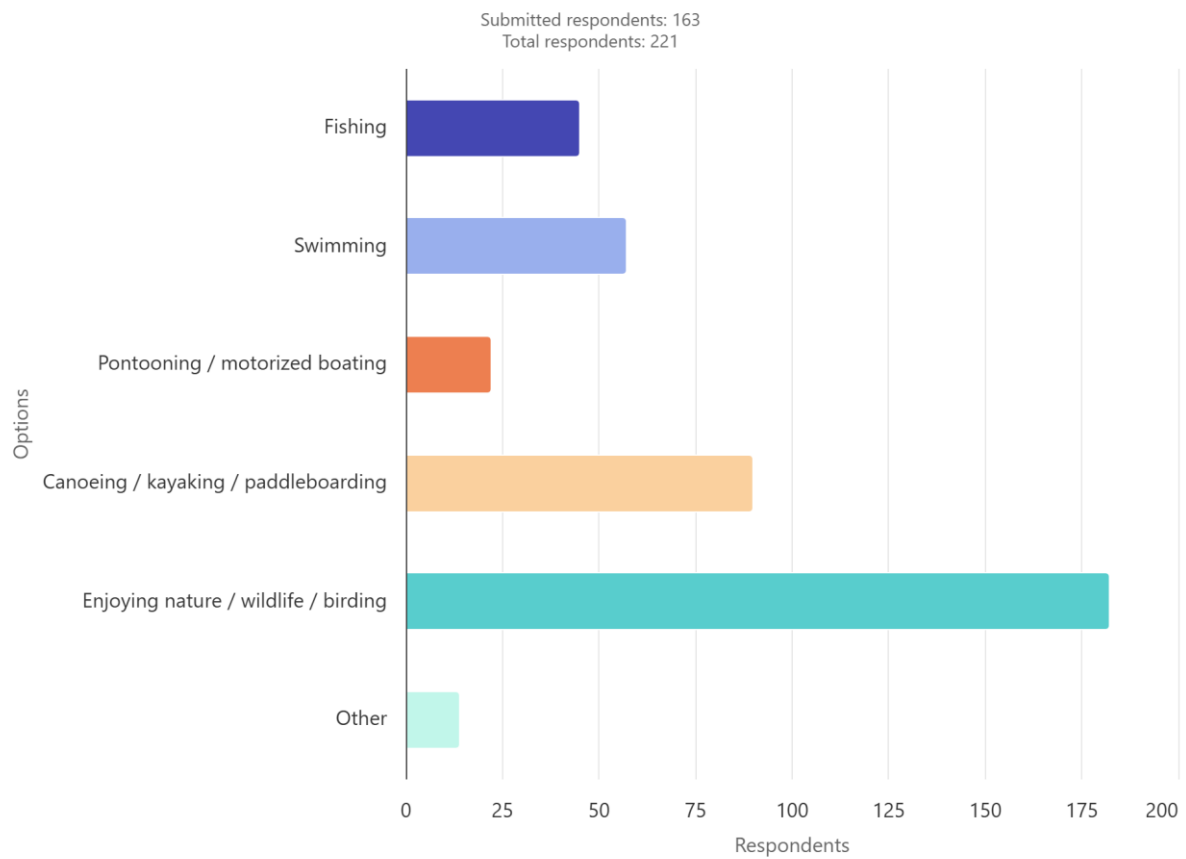
How long have you lived on and/or used Silver Lake? (see map for lake's location)



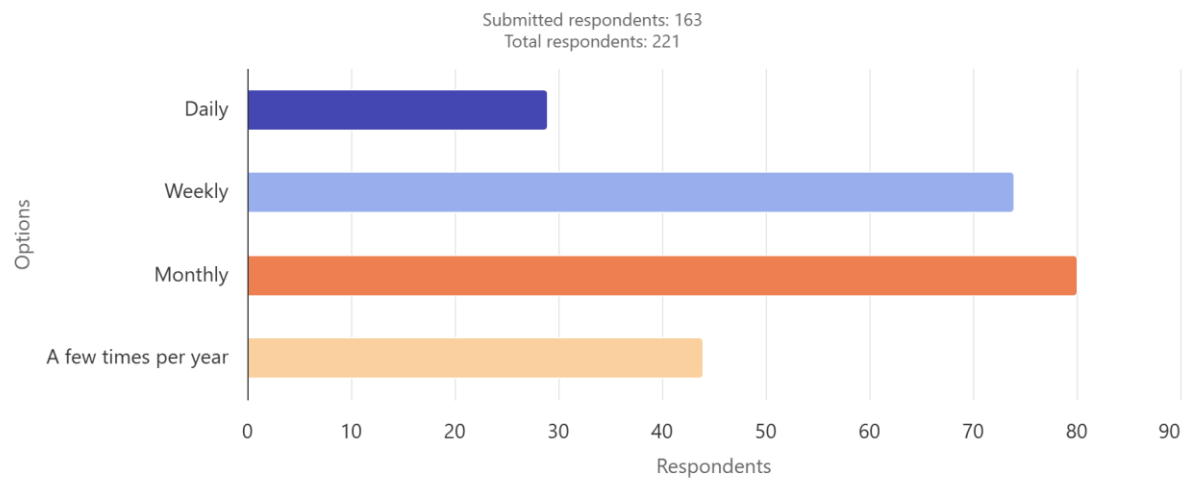
Why did you choose to live on or use Silver Lake? (Select all that apply)



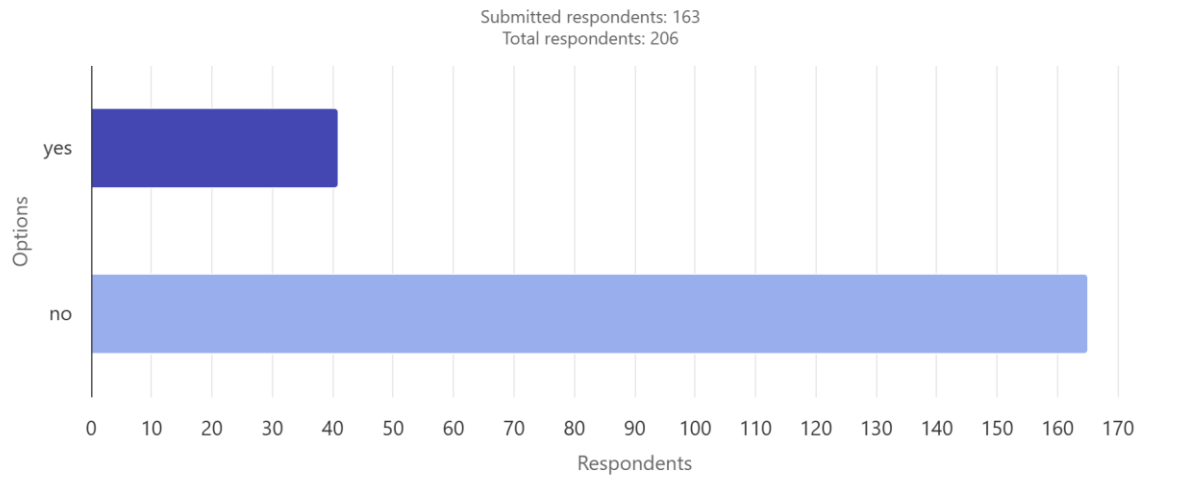
What do you use the lake for most often? (Select all that apply)



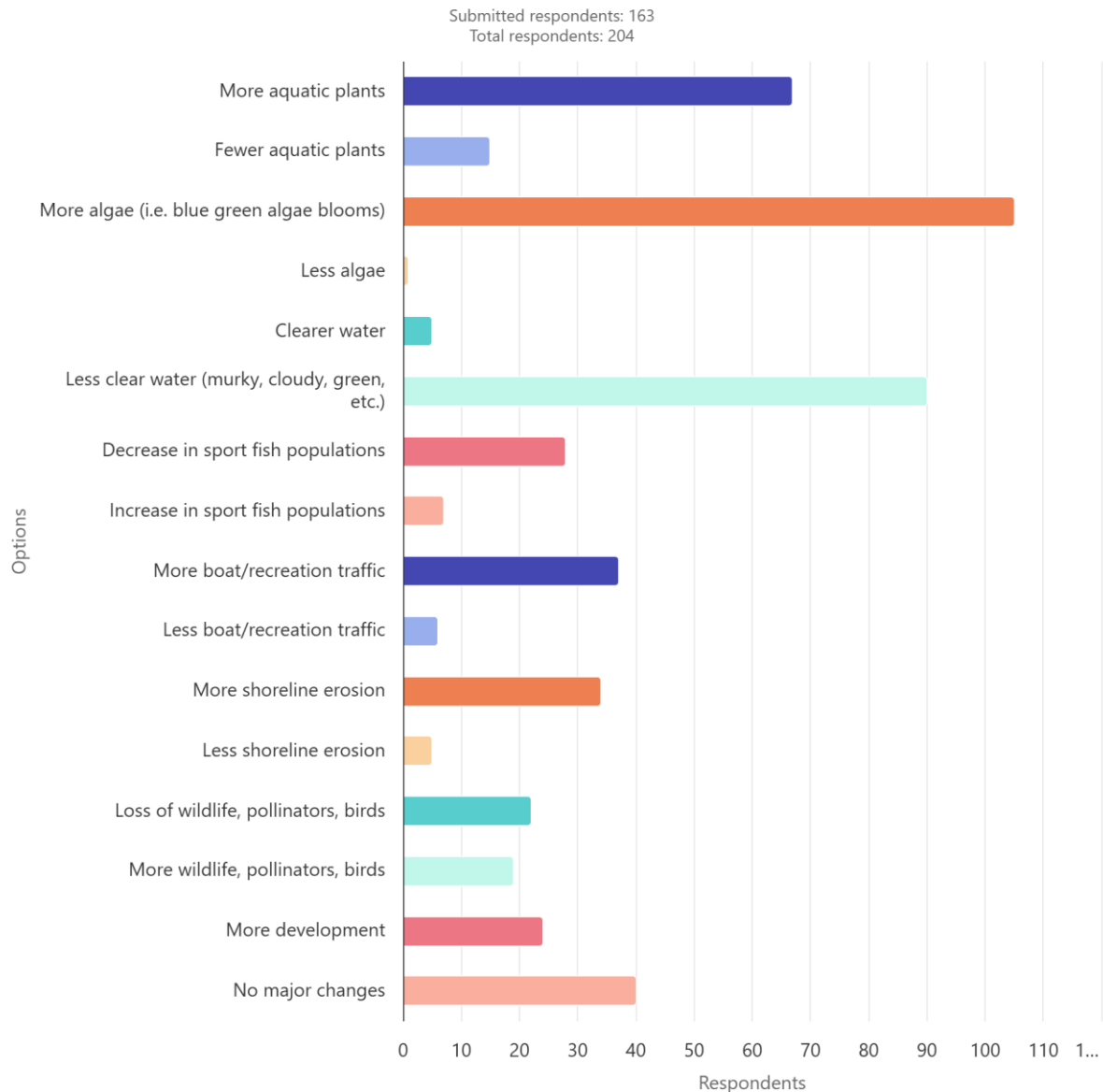
How often do you use Silver Lake during the year?



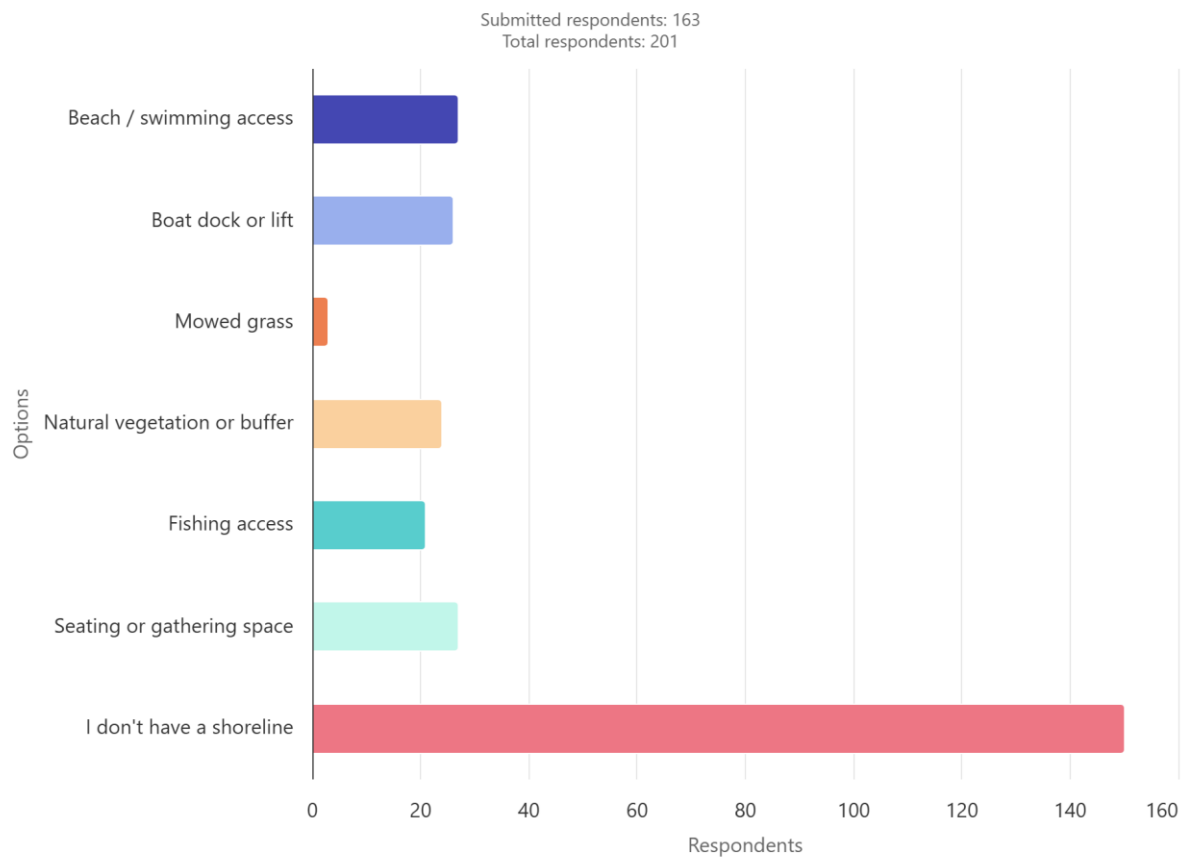
Have changes in lake use (boat traffic, wake boats, crowding) affected how or when you use the lake?



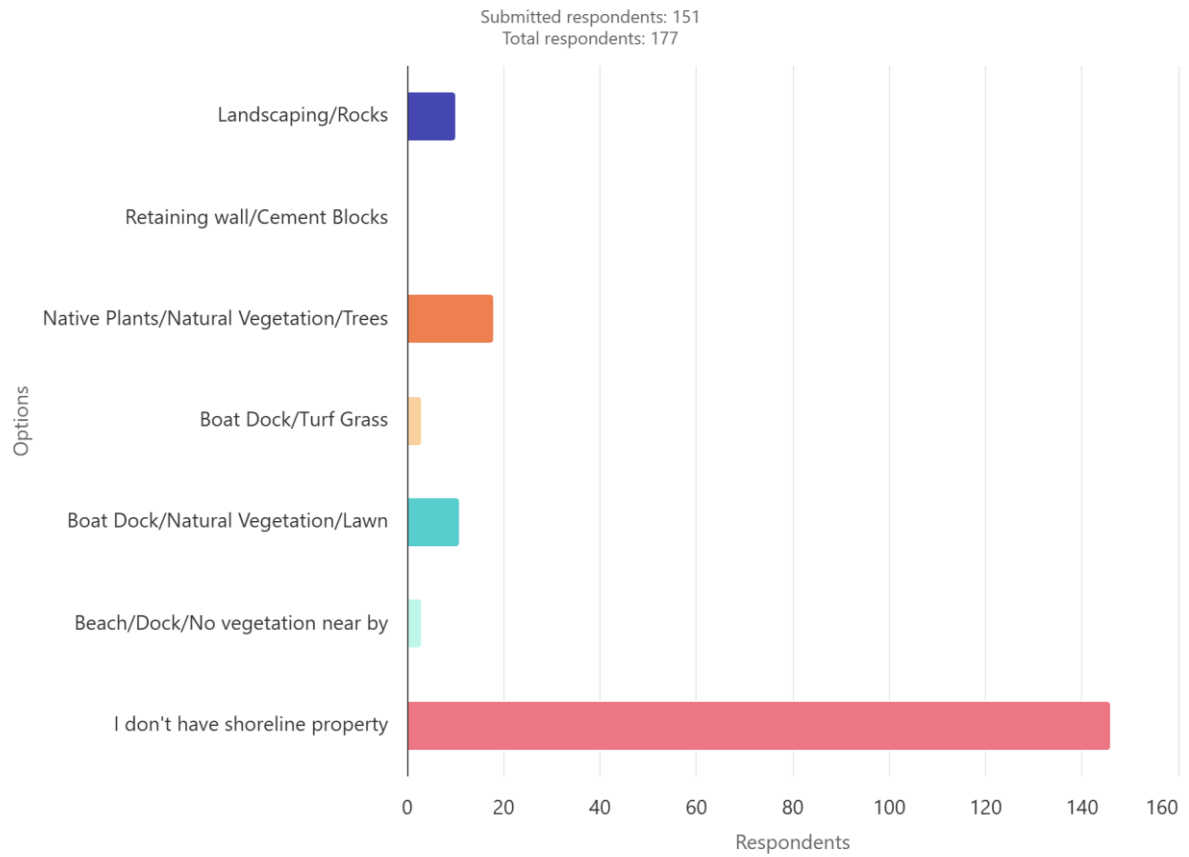
Since you've lived on or used the lake, have you noticed any changes? (Select all that apply)



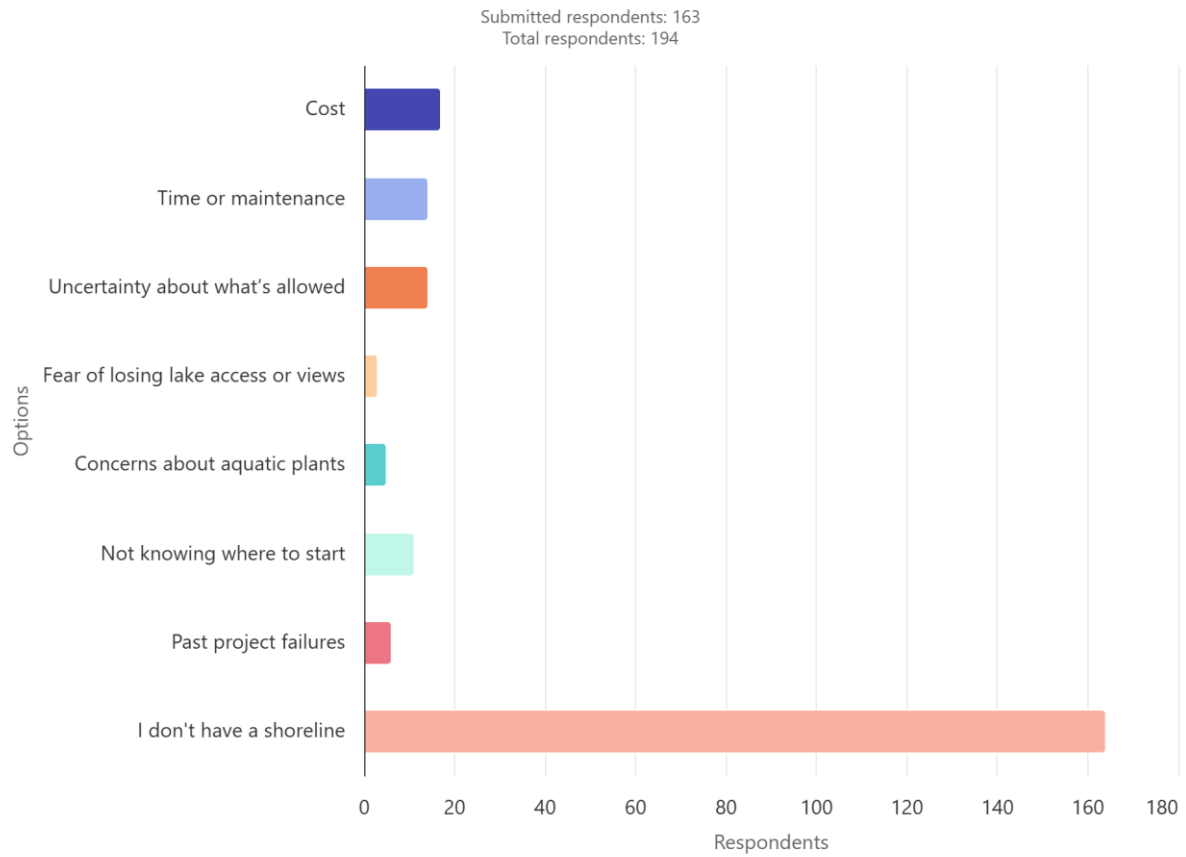
How do you currently use your shoreline? (Select all that apply)



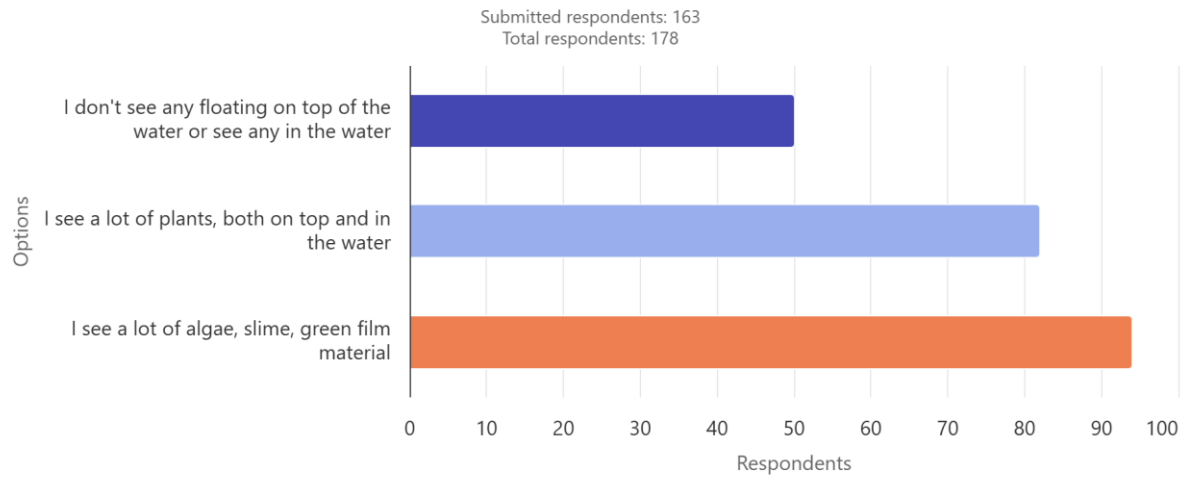
Using the images below, which shoreline closest matches yours today?



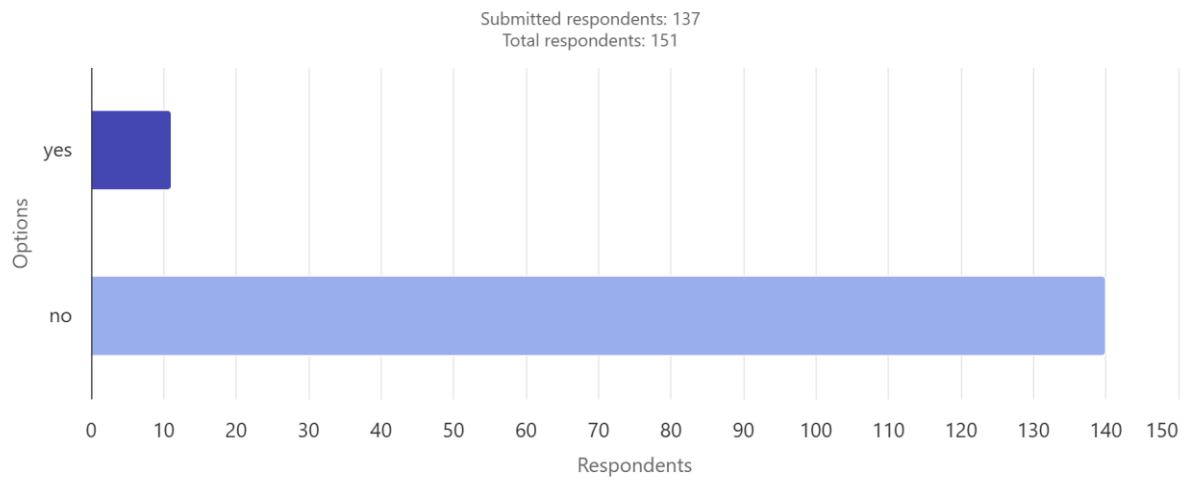
If you want to make changes, what makes changing your shoreline difficult? (Select all that apply)



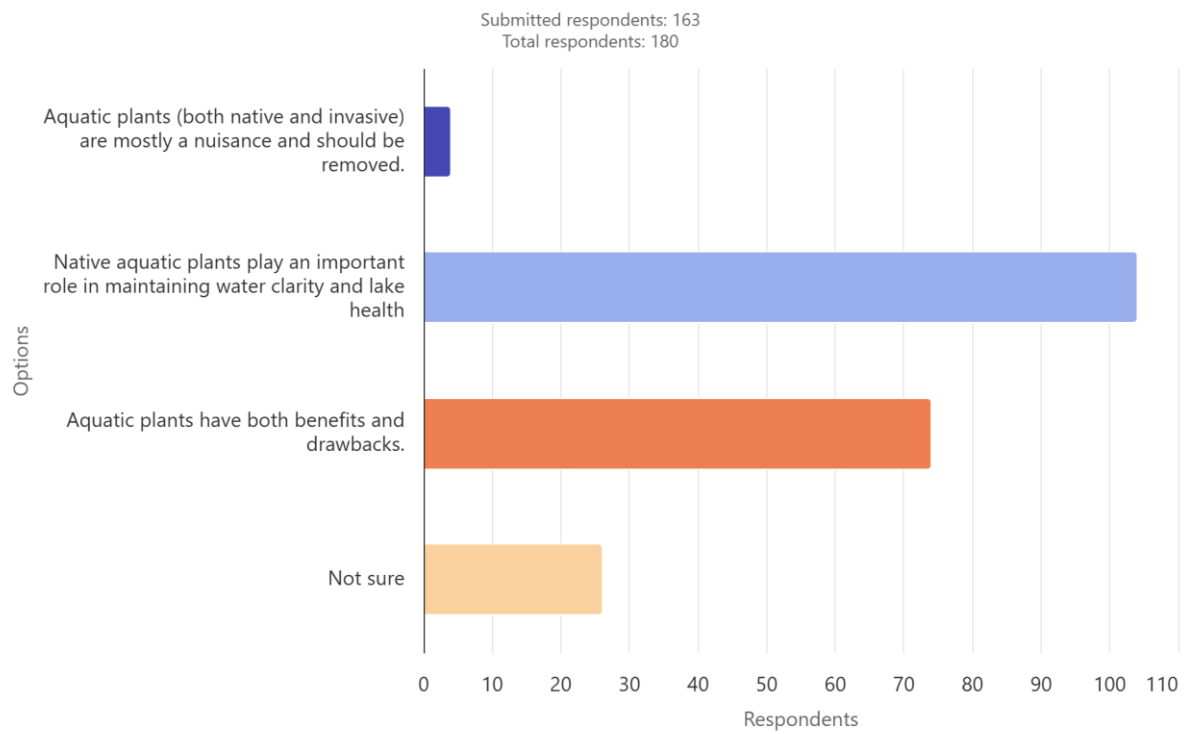
How would you describe aquatic plants that are in the water and/or near the shoreline? See photos for examples



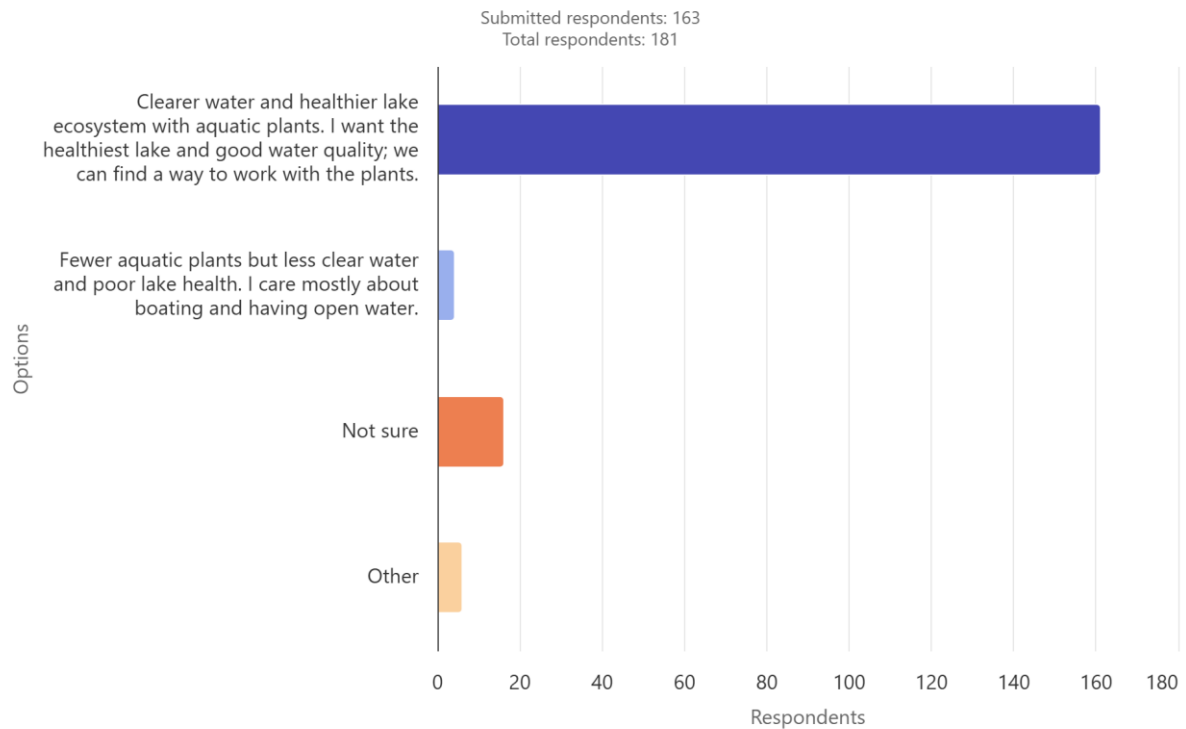
Do you do any permitted aquatic vegetation removal around your shoreline such as removing vegetation to maintain a swimming or boat docking area?



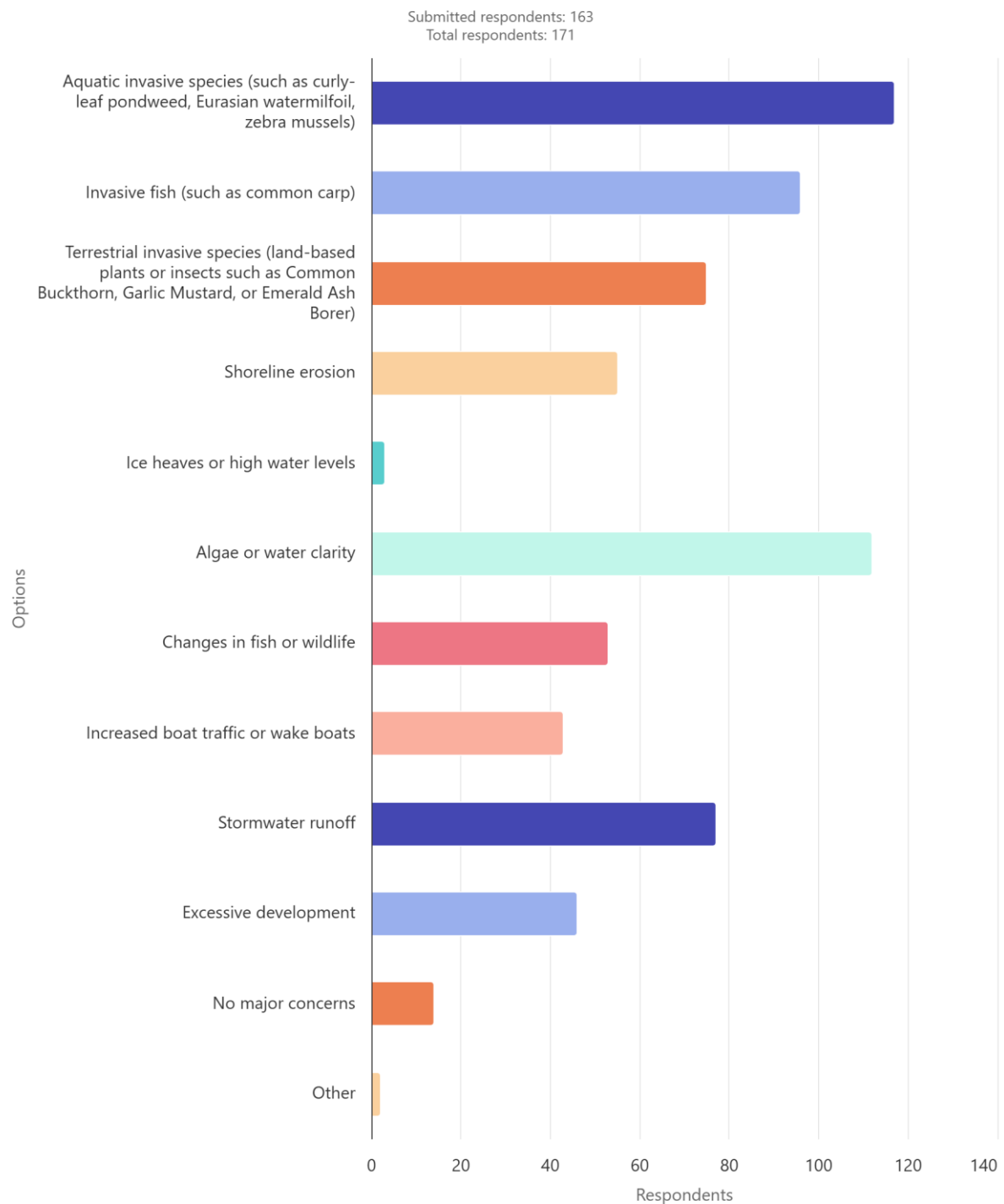
Which statement best reflects your understanding of aquatic plants in lakes?



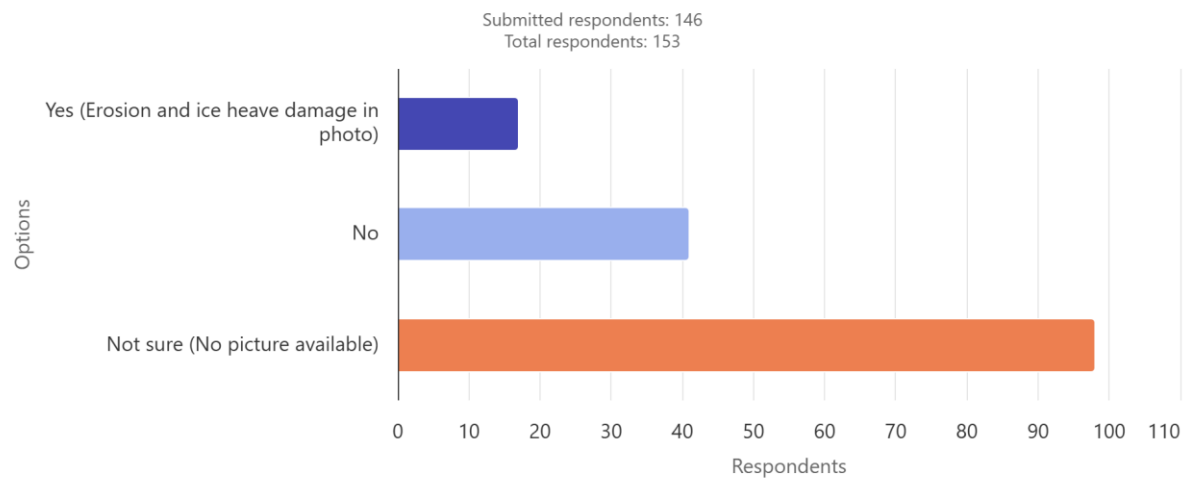
In many lakes, especially shallow lakes, having native aquatic plants is essential for having and keeping clear water, high water quality, and a healthy lake ecosystem. Which condition would you prefer for your lake(s)?



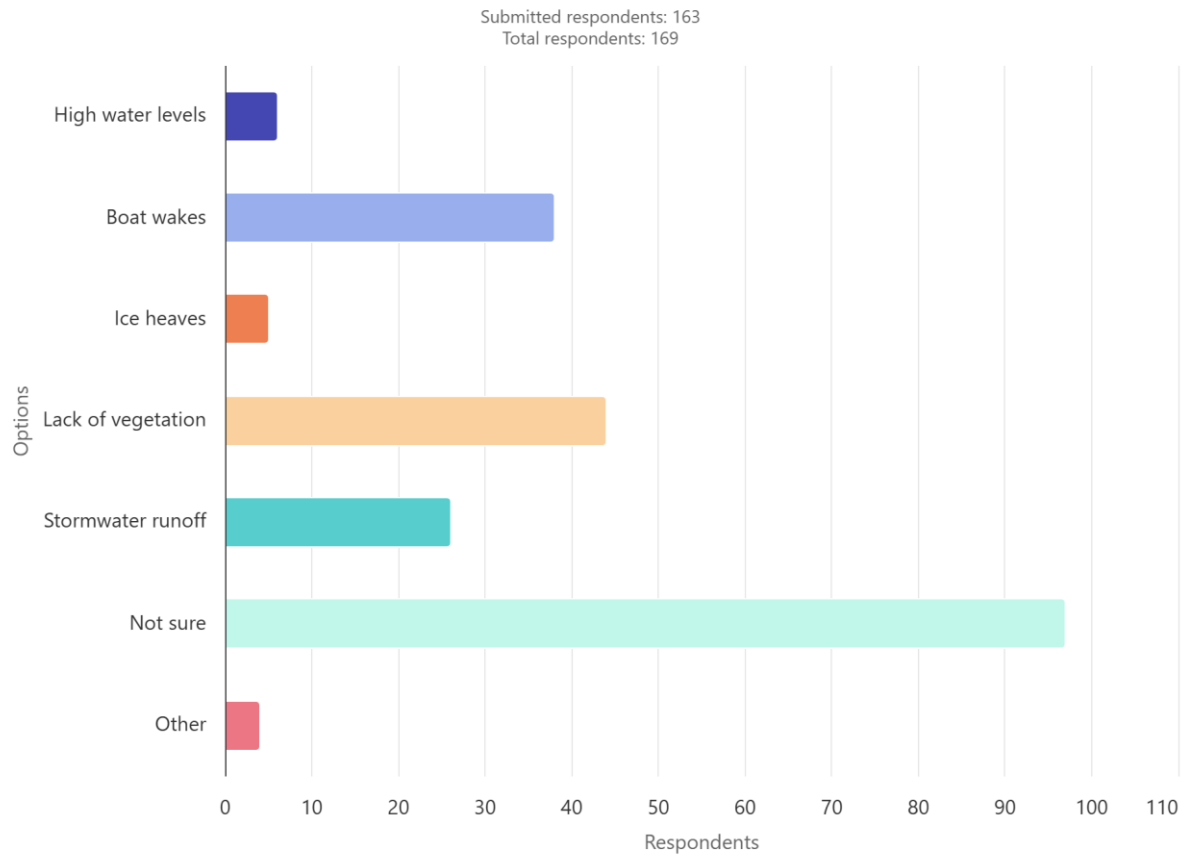
What concerns do you have about your lake? (Select all that apply)



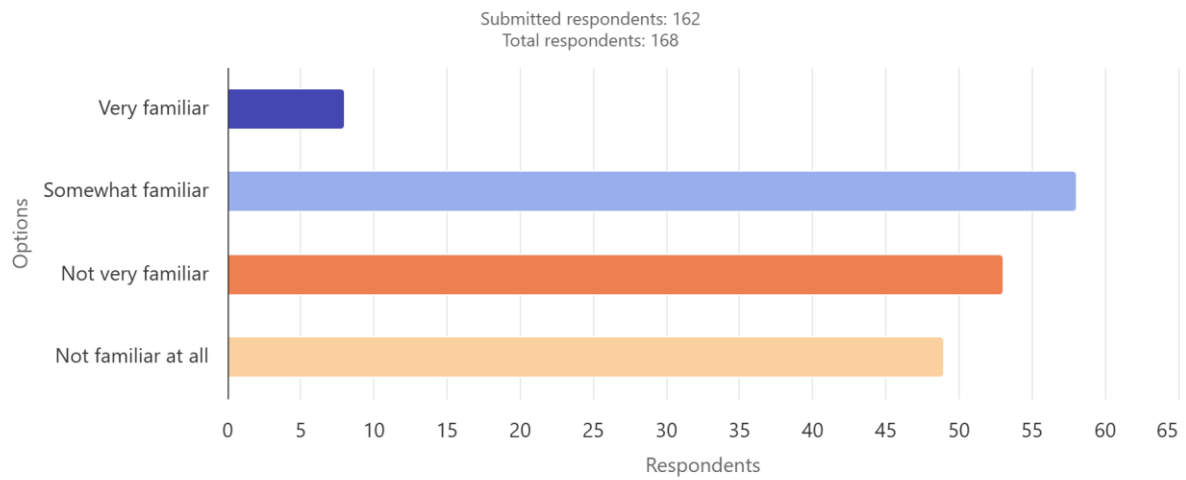
Have you noticed shoreline erosion around the lake or loss of shoreline on your property?



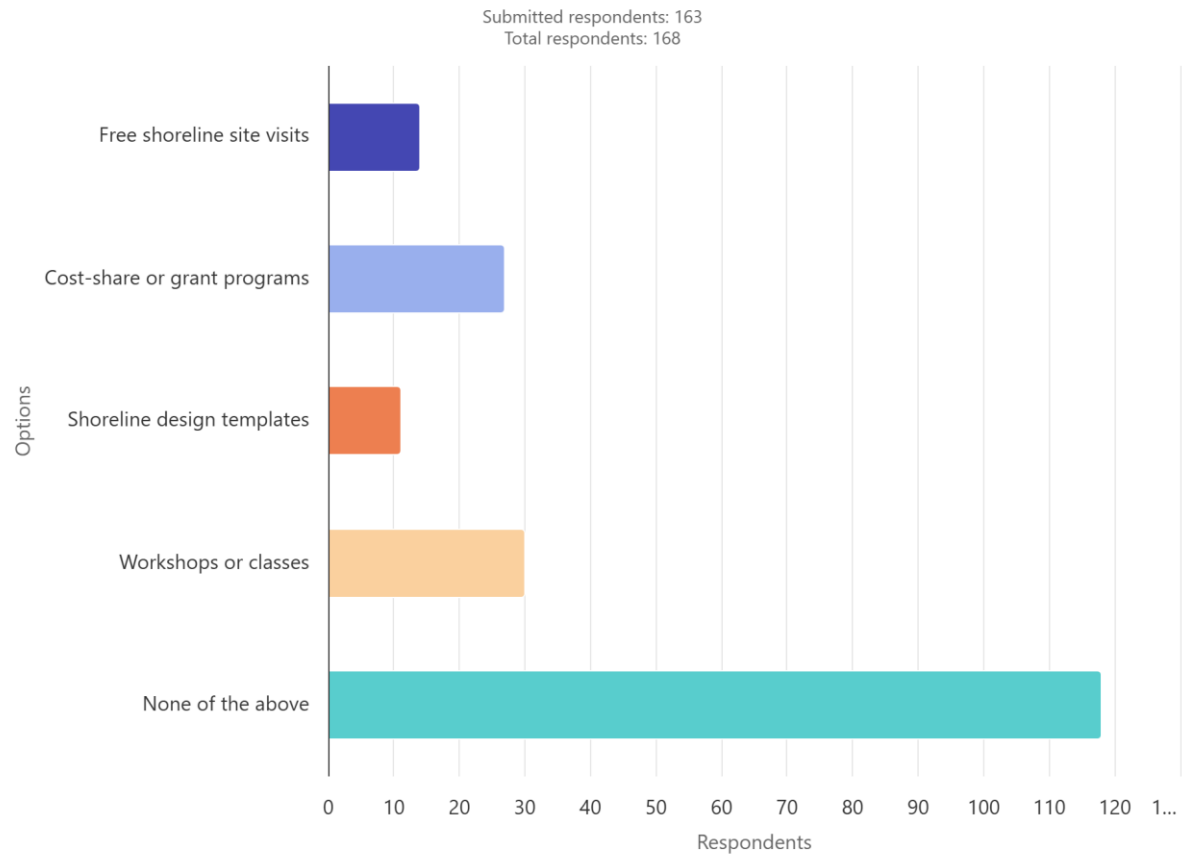
If erosion is a concern, what do you think contributes most? (Select all that apply)



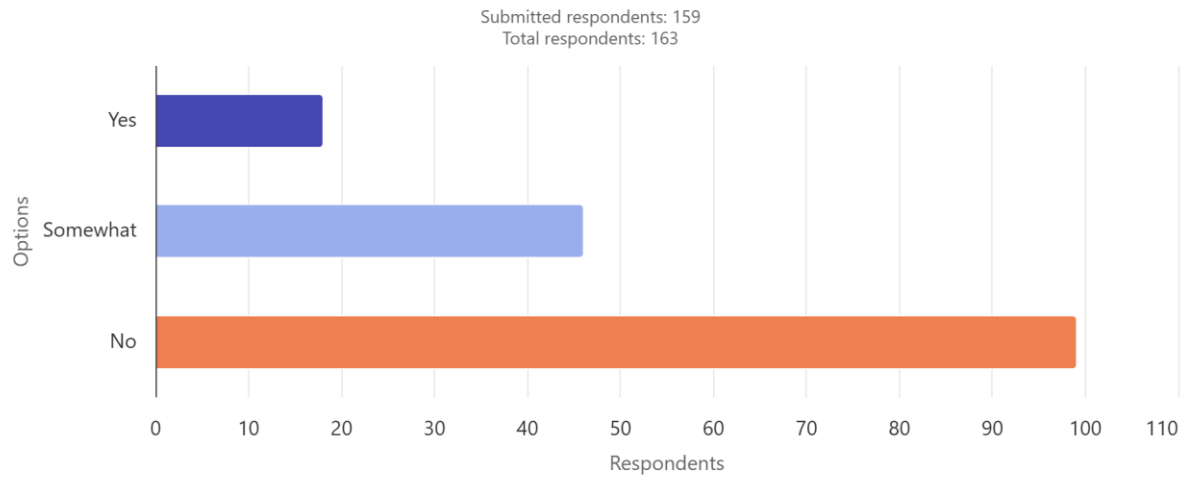
How familiar are you with watershed district or conservation programs that support shoreline and lake stewardship practices/projects?



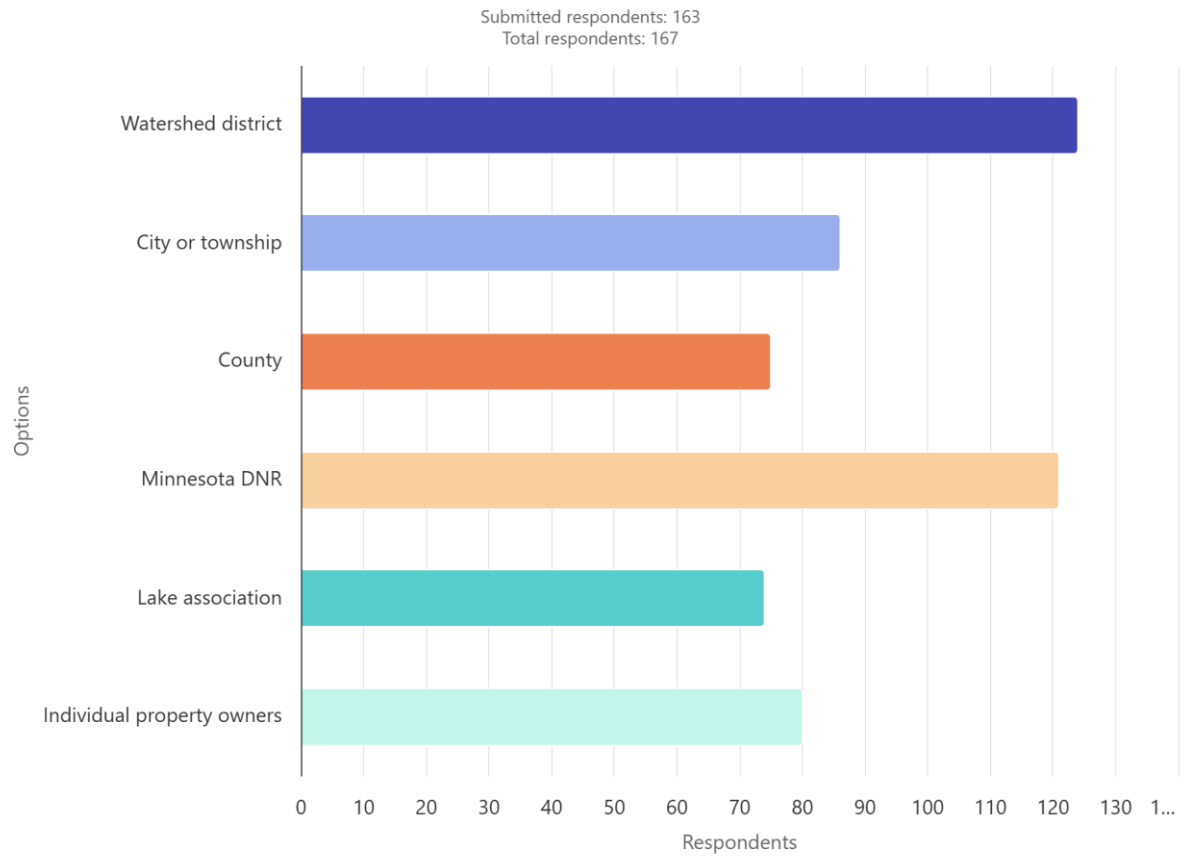
Which of the following have you heard of or used? (Select all that apply)



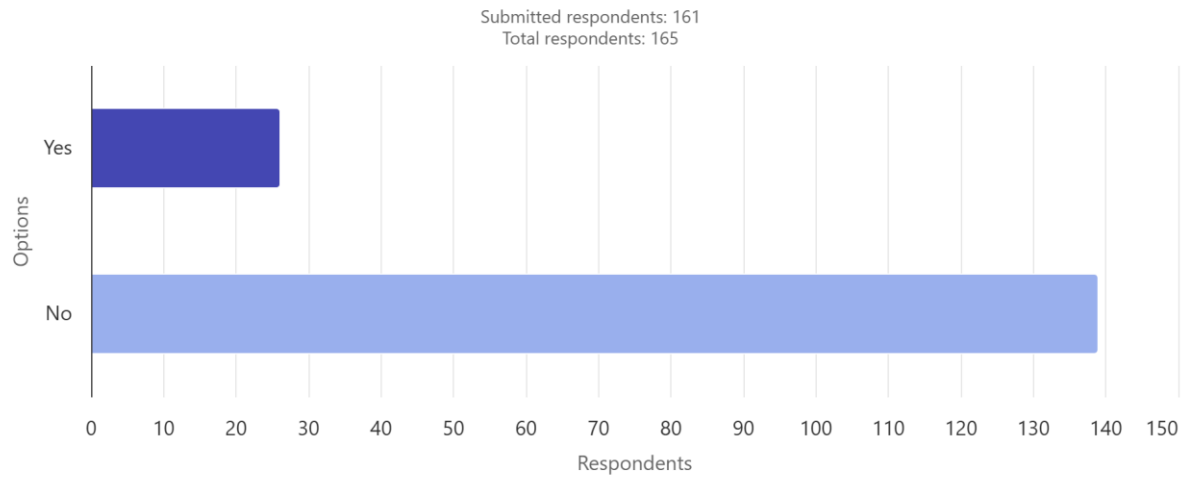
If you notice a problem (erosion, invasive species, rule violations), do you know who to contact?



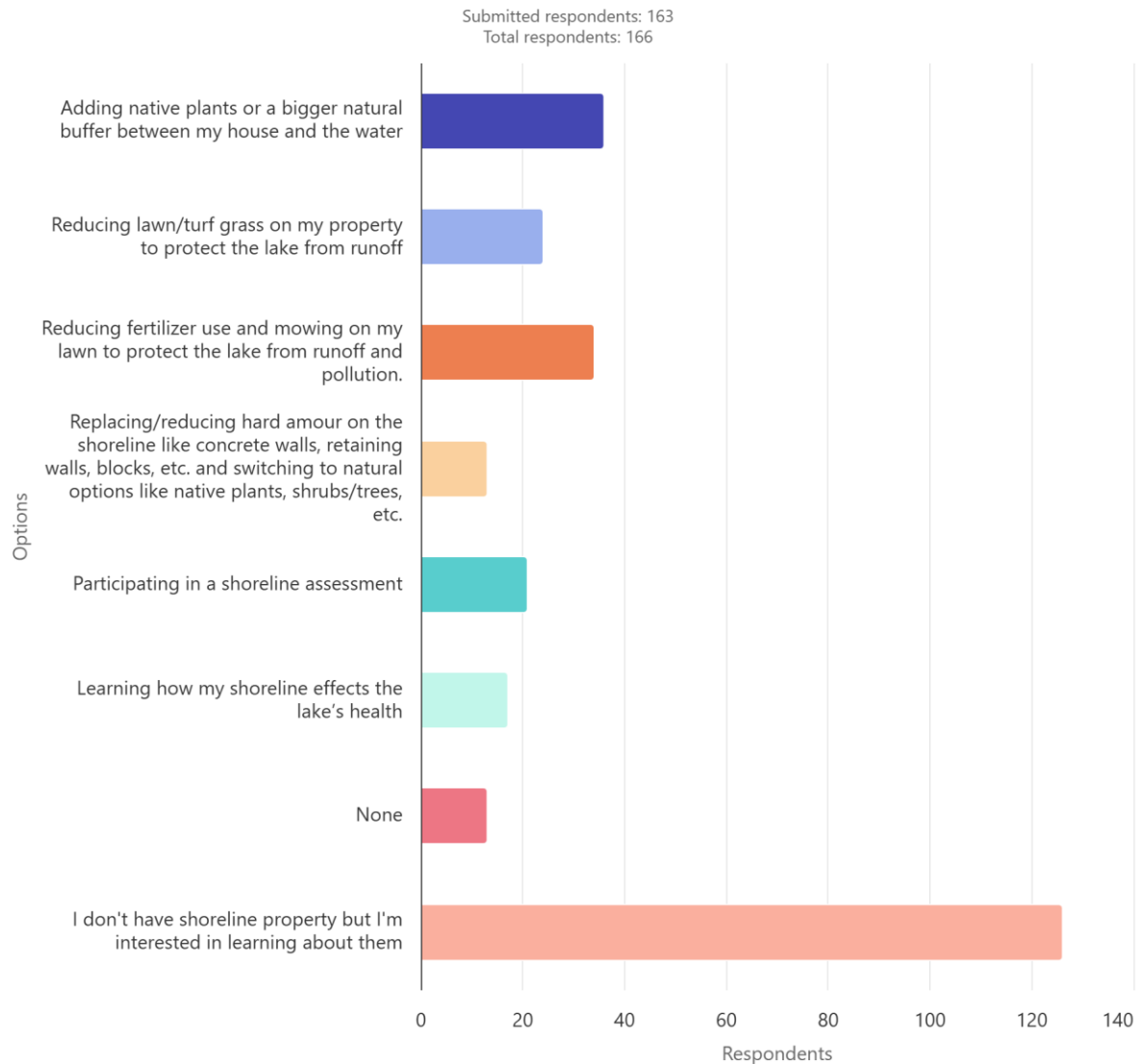
Which organizations do you think or know are responsible for addressing lake issues? (Select all that apply)



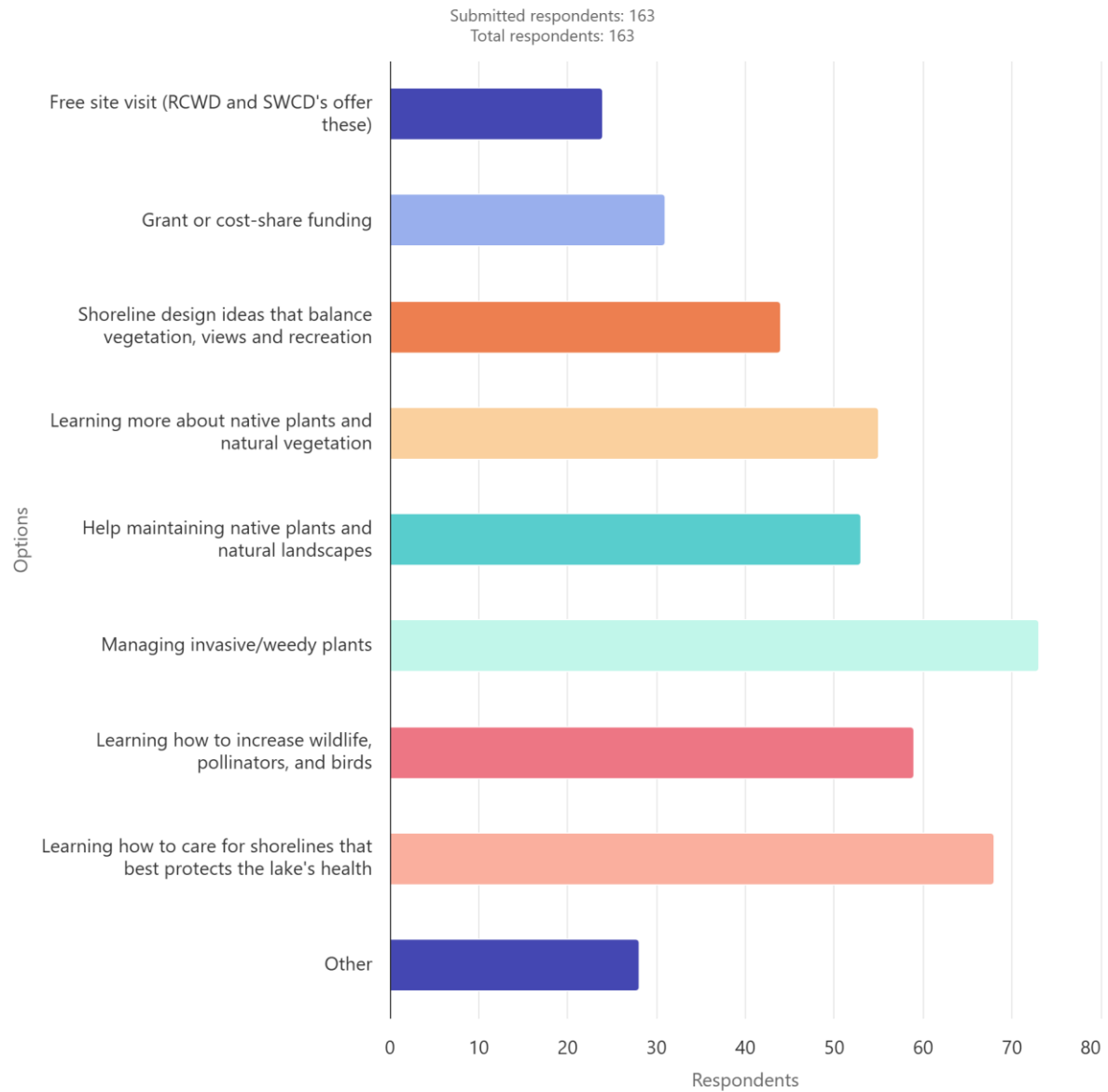
Have you reached out to any of the entities listed above with an issue related to the lake?



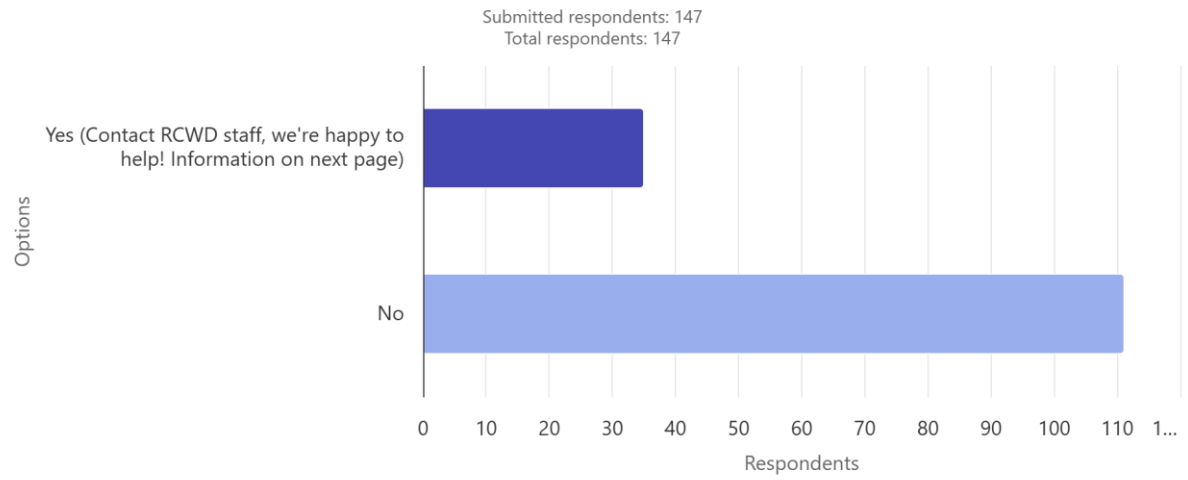
Which shoreline actions would you consider in the future? (Select all that apply)



What type of support would be most helpful to you? (Select all that apply)



Would you be interested in working with RCWD or partners to improve your shoreline?



2027 Water Quality Grant Program Document Review

MEMORANDUM

Rice Creek Watershed District



Date: October 1, 2026
To: RCWD Board of Managers
From: Grants and Outreach Technician, Molly Nelson
Subject: 2027 Water Quality Grant Program Document Review

Introduction

RCWD staff is seeking the Board's review and input on the proposed 2027 Water Quality Grant Program and program documents.

Background

The RCWD has operated its Water Quality Grant Program since 2008. Every year, the District reviews the RCWD program guidelines and updates the program based on comments and experiences from the previous year. At this time, staff tracked has changes to the existing program documents attached and have additional changes to the general facilitation of the program. Rinke Noonan provided language revision for sections 4 and 5 in the Water Quality Grant Program Contract and additionally reviewed and acknowledged a language change request from the Washington Conservation District (WCD) in section K of the Technical Services Agreement between RCWD and WCD as acceptable to implement.

In September of this year the RCWD Board of Managers approved the District's 2027 budget, which included a proposed budget of \$250,000 for the Water Quality Grant Program. The allocated budget for project awards has not increased for 2025 and is set at \$175,000.00.

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

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

Staff Recommendation

Staff recommends the 2027 Water Quality Grant Program as presented and recommends the review and consensus of the proposed changes to the program documents.

Request for Board Consensus

Staff requests Board consensus on the presented 2027 Water Quality Grant Program Documents.

Attachments

2027 Draft ACD, Ramsey SWCD, and WCD Technical Service Agreements
2027 Draft Water Quality Grant Program Application & Contract
2027 Draft Water Quality Grant Program Operations and Maintenance Agreement
2027 Draft Water Quality Grant Program Screening Form
2027 Draft Water Quality Grant Program Internal Guidelines & Policies

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

202~~7~~6 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

A. PARTIES

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

B. PURPOSE

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

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

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 202~~7~~6 to December 31, 202~~7~~6 unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

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

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the ACD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$17,500.00 during the term of this Agreement.

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

F. PAYMENT

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

2027~~6~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

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

2. PROGRAM COORDINATION

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

3. LANDOWNER OUTREACH

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

4. PROJECT DATABASE

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

5. RESPOND TO INQUIRIES FROM THE PUBLIC

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

6. SITE REVIEWS AND PROJECT EVALUATION

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

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

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

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

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

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

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

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

9. LONG-TERM MONITORING

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

10. MISCELLANEOUS SERVICES

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

**SERVICE AGREEMENT
BETWEEN
RAMSEY COUNTY PARKS AND RECREATION – SOIL & WATER CONSERVATION DIVISION
AND RICE CREEK WATERSHED DISTRICT
FOR
202~~7~~⁶ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM**

A. PARTIES

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

B. PURPOSE

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

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

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 202~~7~~⁶ to December 31, 202~~7~~⁶ unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

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

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the SWCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$29,000.00 during the term of this Agreement.

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

F. PAYMENT

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

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

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

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

H. STANDARDS

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

I. DATA PRIVACY

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

J. AUDITS, REPORTS AND MONITORING PROCEDURES

The SWCD will:

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

K. INDEMNITY

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

L. INDEPENDENT CONTRACTOR

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

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

M. MODIFICATIONS

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

N. MERGER

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

O. TERMINATION

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

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

APPROVED:

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

20276 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

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

2. PROGRAM COORDINATION

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

3. LANDOWNER OUTREACH

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

4. PROJECT DATABASE

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

5. RESPOND TO INQUIRIES FROM THE PUBLIC

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

6. SITE REVIEWS AND PROJECT EVALUATION

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

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

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

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

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

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

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

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

9. LONG-TERM MONITORING

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

10. MISCELLANEOUS SERVICES

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

EXHIBIT B

20276 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM
RAMSEY COUNTY BOARD-APPROVED SWCD HOURLY SERVICE FEE SCHEDULE

Position	Rate
Environmental Resource Specialist	\$85/Hour

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

202~~7~~6 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

A. PARTIES

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

B. PURPOSE

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

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

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 202~~7~~6 to December 31, 202~~7~~6 unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

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

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the WCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$17,500.00 during the term of this Agreement.

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

F. PAYMENT

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

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

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

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

H. STANDARDS

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

I. DATA PRIVACY

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

J. AUDITS, REPORTS AND MONITORING PROCEDURES

The WCD will:

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

K. INDEMNITY

The WCD agrees it will defend, indemnify and hold harmless the Rice Creek Watershed District, its board members and employees against any and all liability, loss, costs, damages and expenses, including attorney's fees, which the Rice Creek Watershed District its council members or employees may hereafter sustain, incur, or be required to pay arising out of the WCD's performance or failure to perform its obligations pursuant to this agreement. Likewise, the Rice Creek Watershed District agrees that it will defend, indemnify and hold harmless the WCD, its council members and employees against any and all liability loss, costs, damages and expenses, including attorneys' fees, which the WCD its board members or employees may hereafter sustain, incur, or be required to pay arising out of the actions of the Rice Creek Watershed District pursuant to this agreement. The parties acknowledge and agree that any exposure to liability of the Rice Creek Watershed District or the WCD, or the acts or omissions of their respective officers, agents, board members and employees will not exceed the limits provided for in its government by Minn. Stat. section 466.

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.

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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

20276 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

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- d. Providing technical guidance on BMP options or alternatives;
- e. Promoting implementation of BMPs, and;
- f. Collecting pre- and post-project site photos for documentation and promotional purposes.
- g. Directing non-qualifying projects to RCWD for Mini Grant Program technical assistance.

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

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

10. MISCELLANEOUS SERVICES

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

EXHIBIT B

202~~7~~⁶ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

WASHINGTON CONSERVATION DISTRICT BOARD-APPROVED HOURLY SERVICE FEE SCHEDULE



2027 Technical Services Rate Schedule

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

AIS Watercraft Inspectors	\$40.00
Seasonal	\$52.00
Technician 1	\$76.00
Technician 1/2	\$80.00
Technician 1/2/Specialist 1	\$85.00
Tech 2/Specialist 1/2	\$90.00
Specialist 1/2/3	\$96.00
Specialist 2/3/4	\$102.00
Specialist 3/4/5	\$108.00
Specialist 4/5	\$114.00
Specialist 5/Manager	\$120.00

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

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



RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM APPLICATION AND CONTRACT

GENERAL INFORMATION (Office Use)

Contract Number	Individual / Group	Other Grant Award Yes ☐ No ☐	Amendment Date:	Cancelled Date:
-----------------	--------------------	---	--------------------	--------------------

APPLICANT INFORMATION

Applicant	Phone	Email
Secondary Contact (if applicable)	Phone	Email

WATER QUALITY PRACTICE / PROJECT LOCATION

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

PROJECT INFORMATION

Project Description (Attach additional sheets if necessary)

CONTRACT INFORMATION

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

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

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

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

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

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

4. Items of cost for which reimbursement is claimed on the Voucher and Practice Certification Summary Form are to be supported by invoices/receipts for payments and will be verified by the RCWD board as practical and reasonable. The RCWD board has the authority to make adjustments to the costs submitted for reimbursement. Reimbursement will be made only upon execution of a RCWD-approved Operation and Maintenance Agreement.

When the work is completed, the RCWD will pay the grant amount, with any adjustment thereto, Owner may elect one of the following payment options, and any payment by the RCWD shall be subject to the applicable requirements set forth below:

a. **Payment Directly to Contractor.** If Owner elects payment directly to the contractor, the RCWD will pay the grant amount, with any adjustment thereto, directly to Owner's contractor. Prior to payment, Owner must submit the following to the RCWD:

1. Owner's written statement that, if the RCWD finds the work to be complete and satisfactory, Owner will not request changes to the work from the contractor or the RCWD;
2. a copy of the contract for the work;
3. the contractor's invoice;-
4. all pre-lien notices provided by the contractor, subcontractors, and suppliers;

CONTRACT INFORMATION

5. lien waivers from subcontractors and suppliers;

6. the contractor's written statement, in the contract or otherwise, that (i) the contractor will accept payment of a portion of the contract price directly from the RCWD; and (ii) the RCWD may exercise Owner's rights under Minnesota Statute 514.07 to delay or reduce payment if required lien waivers are not supplied; and if not already supplied, an executed copy of the RCWD-approved Operation and Maintenance Agreement.

b. **Payment Directly to Owner.** If Owner elects payment directly to Owner, the RCWD will pay the grant amount, with any adjustment thereto, directly to Owner as reimbursement for amounts paid by Owner to contractor. Prior to payment, Owner must submit the following to the RCWD:

1. Owner's written statement that, if the RCWD finds the work to be complete and satisfactory, Owner will not request changes to the work from the contractor or the RCWD;

2. a copy of the contract for the work;

3. the contractor's invoice marked paid, together with evidence satisfactory to the RCWD that Owner has paid the contractor in full for the work for which reimbursement is requested;

4. all pre-lien notices provided by the contractor, subcontractors, and suppliers;

5. final lien waiver or releases from the contractor, subcontractors, and suppliers; and

6. if not already supplied, an executed copy of the RCWD-approved Operation and Maintenance Agreement.

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

~~a. Owner's written statement that if the RCWD finds the work to be complete and satisfactory, Owner will not ask contractor or the RCWD for changes to the work;~~

~~b. A copy of the contract for the work; the contractor's invoice; all pre-lien notices from the contractor, subcontractors and suppliers; and lien waivers of subcontractors and suppliers; and~~

~~c. The contractor's statement that: (i) it will accept payment of a part of the contract price directly from the RCWD, and (ii) the RCWD may exercise the right of Owner under Minnesota Statutes §514.07 to delay or reduce payment if lien waivers are not supplied (the RCWD suggests that Owner include this statement in the contract for the work).~~

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

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

5. The RCWD, by its representative, may inspect the work. Within fifteen (15) business days after receiving Owner's request for payment and all documentation required under either Section 4(a) or Section 4(b), as applicable, the RCWD either will (i) make payment to the contractor pursuant to Section 4(a), (ii) make payment to Owner pursuant to Section 4(b), or (iii) notify Owner in writing that the work is incomplete or does not conform to this Agreement. If the RCWD is unable to make full payment, it will cooperate promptly with Owner and, if applicable, the contractor in order to resolve the outstanding concern.

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

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

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

APPLICANT SIGNATURES

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

Landowner / Legal Representative		Date	
Mailing Address	City	State	Zip

WATER QUALITY PRACTICE

Eligible recognized practice(s)	Other practice(s)	Total Cost Estimate
---------------------------------	-------------------	---------------------

TECHNICAL ASSESSMENT AND COST ESTIMATE

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

County Conservation Specialist Representative	Date
---	------

AMOUNT AUTHORIZED FOR GRANT (ENCUMBRANCE)

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

Rice Creek Watershed District Board President	Board Meeting Date
---	--------------------

**OPERATION AND MAINTENANCE AGREEMENT
FOR
WATER QUALITY PRACTICES**

THIS AGREEMENT is made on this ____ day of _____, 202~~7~~⁶ (Effective Date), by _____ (Owner), of the property located at _____ (Property), and the Rice Creek Watershed District (RCWD), a Minnesota Special Purpose Unit of Government with powers set forth at Minnesota Statutes 103B and 103D.

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

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

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

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

Owner: _____

Dated: _____

OWNER: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202~~7~~⁶, by _____, Owner.

Notary Public

* * * * *

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

Dated: _____

RICE CREEK WATERSHED DISTRICT:

By: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202~~7~~⁶, by _____, the _____ of the Rice Creek Watershed District, a Minnesota Special Purpose Unit of Government, on its behalf.

Notary Public

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

Exhibit A

Feature Location – Approved Water Quality Project Plan

Exhibit B

Approved RCWD Grant Application

RCWD Water Quality Grant Program Screening Form



Project/ Landowner Name:	
Project Type(s):	Affected Waterbody:
Project Address:	City/Zip:
County: Anoka	Review Date:
Violation/ permit requirement: Yes: ☐ No: ☐	Reviewer:

Minimum Program Qualification Section

Minimum Eligibility: 8 points

1. Connectivity to Waterbody

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

- ☐ 2 pts: Direct Connection and within sub-watershed
- ☐ 1 pt: Only within Sub-watershed
- ☐ 0 pts: None

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

- ☐ 2 pts: Direct Connection and within sub-watershed
- ☐ 1 pt: Only within Sub-watershed
- ☐ 0 pts: None

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

- ☐ 1 pt: Yes ☐ 0 pts: No

2. Contributing Watershed Characteristics

Percent impervious area draining to the project.

- ☐ 4 pts: 75-100%
- ☐ 3 pts: 50-75%
- ☐ 2 pts: 25-50%
- ☐ 1 pt: <25%

3. Volume Reduction

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

3a. Infiltration

- ☐ 1 pt: Yes ☐ 0 pts: No

RCWD Water Quality Grant Program Screening Form



3b. Filtration

- ☐ 1 pt: Yes ☐ 0 pts: No

4. Exposed Sediment and Erosion Conditions

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

- ☐ 4 pts: Severe and active erosion on the property (0.3-0.5 ft lost/ yr)
☐ 3 pts: Moderate erosion on the property (0.06-0.29 ft lost/yr)
☐ 2 pts: Slight erosion on the property (<0.06 ft lost/ yr)
☐ 1 pt: No active erosion but external factors, land use, or current conditions of project location (e.g. failing retaining wall) suggest potential for imminent erosion on property
☐ 0 pts: No visible and active erosion and no potential for future erosion

4a. For Raingardens Only: Catchment area consists primarily of impervious surfaces such as roads, driveways, and parking lots with:

- ☐ 4 pts: High sedimentation & solids transport via stormwater runoff
☐ 2 pts: Medium sedimentation & solids transport via stormwater runoff
☐ 0 pts: Little to no sedimentation & solids transport via stormwater runoff

5. Public Outreach

- ☐ 2 pts: High Public Visibility

Project sign(s) would be visible to the general public. Heavy foot/car traffic passes the site.

For Shorelines: Lake has public access, and the project can be used in targeted outreach efforts for other shoreline projects on the lake.

- ☐ 1 pt: Moderate Public Visibility

Project sign(s) would be visible to the general public. Moderate to low foot/car traffic passes the site.

For Shorelines: Lake has private access only and the project can be used in targeted outreach efforts for other shoreline projects on the lake.

- ☐ 0 pts: Low Public Visibility

Project location is not visible to the public. Only the property owner will see the project on a day-to-day basis.

For Shorelines: Lake has limited private access or no access, and project cannot be used for targeted outreach efforts (limited to no other properties on the lake OR landowner unwilling to participate in outreach sharing efforts).

RCWD Water Quality Grant Program Screening Form



Above and Beyond Section

AB1. Large Catchment/Multiple Property Watershed: Does the proposed project capture stormwater runoff from areas beyond the direct property? I.e. Road, neighboring properties.

☐ 1 pt: Yes ☐ 0 pts: No

AB2. Was the project or project area identified in a completed Stormwater Retrofit Analysis (SRA), Sub-watershed Assessment (SWA), or other targeted study?

☐ 1 pt: Yes ☐ 0 pts: No

AB3. RCWD Educational Opportunity: Can this project be used for educational classes or demonstrations by RCWD to the public?

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

☐ 1 pt: Yes ☐ 0 pts: No

Final Scores

Minimum Qualification Total Score

0

Above and Beyond Total Score

0

Overall Total Score

0

Water Quality Grant Program Internal Guidelines

Updated by RCWD staff for 2026 annual program review

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. The SWCDs provide technical assistance, site visits, and design work for Water Quality Grants and RCWD staff handle administrative processes and provide technical guidance/assistance for Mini Grants. If projects are determined to not be eligible for the Water Quality Grant Program but are still good, they may be eligible for the Mini Grant Program.

Administrative Process for Start of Year (RCWD)

1. Around September of previous year, begin planning any desired changes to the program for the following year.
2. Bring proposed changes to the CAC meeting in October to receive feedback and recommendations provided to the Board for consideration.
3. After bringing to CAC, make any necessary changes to proposed documents or program to address CAC comments.
4. Bring proposed program changes to the November Board workshop for feedback and direction.
5. Based on Board's comments, bring program changes for approval at the November Board meeting if minor comments, or December Board meeting if more significant comments.
 - a. *Can skip Board workshop and just provide at a Board meeting if no significant changes.*
6. After Board approval of the proposed program changes, implement changes 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. \$175,000 is available for funding project installation. \$55,000 allocated to Anoka County projects, \$45,000 for Washington County projects, and \$75,000 for Ramsey County.
3. SWCD Technical Assistance for Water Quality Grant Program:
 - a. 2026 approved contract amounts: ACD \$17,500, WCD \$17,500, and Ramsey County SWCD \$29,000. These cover technical assistance, site visits, & design services.
4. Around \$11,000 is 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).
- 4.5. At the start of November, if there are remaining funds in a county's projects budget allocation, RCWD staff will contact each County Conservation Specialist to receive written confirmation if there are any remaining applications that will be up for December review and approval. If a county does not have any remaining applications for the program year and there are project funds remaining in their county project budget, those funds will be eligible across all counties for any remaining December applications.

Landowner Grant Program Application Process

Application Process:

1. Landowners call RCWD or SWCDs to schedule a free site visit to determine program eligibility.
 - a. SWCD/RCWD staff provide on-site recommendations, educational materials through site

- visit folders, information on other grant programs, and identify potential project locations.
- b. SWCD/RCWD staff fill out a screening form to determine project eligibility for WQ Grant Program & next steps.
- c. RCWD staff coordinate w/ SWCD as needed after the site visit on program eligibility or potential grant amount recommendations.
2. *Optional*: SWCD fill out a Water Quality Plan/Clean Water Plan with potential projects and estimated costs and provide to landowners (if landowners are not certain they want to move forward with a full design).
3. *If Step 2 is completed*: Landowner signs the design request & intent form if would like to move forward with a design, and submits it to RCWD staff (who confirms if SWCD should move forward with construction-ready design).
4. SWCD staff complete a construction-ready design for landowner's chosen project and sends it to the landowner for their review.
 - a. Applicants can utilize their own designer if they would like, but SWCD will still need to review the design and request any changes to ensure the project is eligible and meets program requirements. RCWD staff must also review the design to ensure it is consistent with program guidelines.
5. Landowner/SWCD staff sends the construction-ready design for contractor bids when design is agreeable to landowner. The landowner should try to get 2 bids or more, but one bid is acceptable if it seems reasonable and is comparable to the SWCD's cost estimate.
6. Landowner works with SWCD staff or RCWD staff to complete and submit a Water Quality Grant Program application/contract.
 - a. Final application should include:
 - a. Applicant and SWCD-signed application form/contract
 - b. SWCD technical memo about the project with estimated pollutant reduction numbers
 - c. Construction-ready designs of project
 - d. Bids from contractors (preferably at least 2)
 - e. SWCD cost estimate of project
 - f. Completed screening form (by SWCD or RCWD)
 - g. Photos of the existing conditions
7. RCWD reviews the application materials
8. If RCWD determines the application is complete and has no remaining concerns, RCWD staff prepare the application for the CAC and/or Board meeting packets. *See CAC & Board Approval Process Section.*

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 due to negligent	50%*

maintenance), infiltration basins, green roofs (extensive or intensive systems)	
Rain leader disconnect or small drainage area capture raingardens (like backyard raingardens), upland vegetation stabilization	25%

Funding amounts are generally based on pollutant load reductions and overall project benefit. Generally, an applicant can receive up to a maximum of \$10,000. 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).

* Pervious hard surface projects are eligible for full funding only on a 1:1 replacement ratio of existing impervious surface. The proposed project must be capturing stormwater flow that is leaving the property and is likely to enter a body of water, either directly or via stormwater infrastructure. The proposed project must exceed pollutant reductions of a comparable, less expensive practice. Other comparable, more cost-effective BMPs should be considered first by SWCD staff and proposed to the applicant as an alternative or additional option.

~~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.~~

**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.*

***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).

****Lake shoreline restorations and stabilizations are only eligible for cost-share funding if the waterbody has a DNR shoreland classification. A waterbody must be 10 acres or more to receive a classification. A city, township, or county may request reclassification with the DNR.

Automatically Ineligible Projects/Expenses

1. Any project that has undergone construction prior to Board knowledge and approval.
2. Projects that have received funding from other RCWD cost-share programs within the same year.

3. 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.
4. Any project needed to correct a violation of permit requirements per #2 above.
5. Any project located on a RCWD public drainage ditch.
 - a. **Note:** Some shoreline projects were approved on public drainage ditches in the past, but RCWD staff checked with the Board, HEI, and Rinke Noonan in June 2020, and the Board determined these projects are not eligible for future grant funds.
6. 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.
7. 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.
8. Any non-native, cultivar, or nativar plant species.
9. Sourced native plants containing systemic insecticides (Neonicotinyl). Neonicotinyl applications include: seed treatments, foliar sprays, soil and trunk drenches, and trunk-injections.
10. Polypropylene erosion control blankets.
11. 11. Stormwater pond maintenance including dredging, vegetation removal, pond shoreline restorations, tree removal.
- ~~10-12.~~ Shoreline work to restore ice heave damage to it's original state.

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>	<u>Water Quality Practice</u>	<u>Effective Life</u>
• Wetland Restoration	10	• Pervious Hard Surface	
• Agricultural BMP's		○ Pervious Pavers	10
○ Vegetative (e.g. filter strip)	5	○ Pervious Concrete	10
○ Structural (e.g. grassed waterway)	10	○ Pervious Asphalt	10
○ Livestock Exclusion & Water Supply	5	• Infiltration Basins	
• Filter Strip/Buffer (vegetative)*^	5	○ Above ground	10
• Rain Gardens	10	○ Below ground	10
• Shoreline/Streambank Restoration		• Critical Area Stabilization	
○ Vegetative*	5	○ Vegetative	5
○ Structural (riprap, soil lift, etc.)	10	○ 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 20th 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; *see CAC & Board Approval Process Section*.

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. Additionally, if an applicant is working with a contractor for their project design, one bid is acceptable but additional bids are encouraged.
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 \$20/hour for 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 or suppliers to use for projects, but SWCD staff maintain a list of potential contractors and suppliers that can be provided to applicants as a resource.

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.
 - a. CAC meetings are typically the first Wednesday of the month and packet materials must be completed the week before.
 - b. The ~~Office Manager~~Program Support Technician will usually print the CAC packets and mail them to CAC members on Wednesday or Thursday the week before the meeting with assistance of the Grants and Outreach Technician. Packets will also be emailed to all CAC members for electronic review. RCWD staff will check in with CAC members annually to update their preferences for electronic-only packets.

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 and recommendation
 - c. Water Quality/Clean Water Plan (if provided by SWCD)
 - d. Construction-ready designs for project
 - e. Cost Estimate from SWCD
 - f. Bids Received
 - g. Program Screening Form
 - g-h. Pre-existing conditions photos
3. CAC members are encouraged by staff to review the applications in advance of the meeting and direct any questions via email or phone to RCWD Grants and Outreach Technician to reduce prolonged discussion during the CAC meeting to ensure all agenda items can be addressed.
- 3-4. RCWD staff may invite SWCD staff to be present to assist with responding to CAC's questions as necessary. Consideration for technical assistance budget will determine SWCD availability to attend.
- 4-5. At the end of the CAC's discussions of the applications the committee makes a motion to either recommend the application to the Board for their consideration and approval, or that the committee does not recommend the Board to approve the project. All applications are required to go to the Board regardless of the moved recommendation. RCWD staff must present the application with unbiased transparency with the recommendation.

BOARD

1. Staff prepare the Board packet materials similar to the packet schedule outlined for the CAC packet. Changes to the memo including the language for Board motion and the removal of the screening form score will be conducted. The screening form is not included in the Board packet.
2. 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.
3. Grant applications that are not as standard or that recommend higher funding amounts than the maximum cap of \$10,000 become a Board action item and require a presentation to the Board.
4. The Board will either approve or deny an application.

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.

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.

Agricultural Initiatives

Though agricultural 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 RCWD 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).

Property Turnover

Section 1 of the contract: "If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the Owner who signed this contract to advise the RCWD before the sale or transfer of the property containing the water quality practice."

When a landowner reaches out to RCWD staff that they are planning to sell the property, RCWD staff will mail and email them their contract, a few copies of their design plans/plant lists, a maintenance guide, and some business cards to provide to their realtor for the new homeowner. RCWD staff will inform the selling party that their realtor should communicate with the new prospective buyer to have them contact RCWD staff to discuss the installed BMP and provide an opportunity for staff to educate the new owner on the purpose and benefit of retaining and maintaining the BMP. In the instance that the new owner wishes to remove the project, RCWD staff must document that correspondence and

| notify city staff.

2027 Stormwater Management Grant Program

MEMORANDUM

Rice Creek Watershed District



Date: October 7, 2026
To: RCWD Board of Managers Workshop
From: Will Roach, Watershed Technician/Inspector
Subject: 2027 Stormwater Management Grant Program

Introduction

The RCWD Board of Managers is being asked to consider the proposed changes to the materials for the 2027 Stormwater Management Grant Program.

Background

It is now time for the RCWD Board of Managers to consider the 2027 Stormwater Management Grant Program documents. The District's Citizen Advisory Committee (CAC) reviewed these documents during their regularly scheduled meeting on October 7, 2027.

The Program Guidelines document has had revisions made to Sections 1, 3, and 6 and are summarized below.

Section 1 – Applications

- The link to the District website has been removed as this language is already included in the Request for Proposals (RFP) document.
- New language that adds chloride reduction to the list of stormwater treatment methods to better align with the program language in the Watershed Management Plan (WMP).

Section 3 – Funding Availability, Local Match, & Eligible Costs

- New language added that states funding for the development of an enhanced street sweeping program is a new eligible activity, but funding for heavy machinery would not be considered eligible.
- Alternative new language is proposed that would allow for the purchase of stormwater specific heavy machinery, but with a maximum limit of 25% of the equipment cost or funding up to \$75,000, whichever is less. And would restrict potential applicants to only one machinery application per program year.
- Existing program language has been revised for readability/flow
 - Paragraph 1 – Available funds and local cost match
 - Paragraph 2 – Stormwater Reuse criteria
 - Paragraph 3 – Proposed language for enhanced street sweeping/Alternative language
 - Paragraph 4 – Ineligibility of permit requirements/regular maintenance
 - Paragraph 5 – Eligible Project Costs

Section 6 – Design & Maintenance Plans

- New Language that states applicants are required to RCWD when there is a change in the scope of the approved project.
- New language to the Operations and Maintenance Plans section to include entities to better reflect applicants who are governed by Board of Council.

MEMORANDUM

Rice Creek Watershed District



The Request for Proposals (RFP) document has been revised to improve readability with the following changes made to the document.

Paragraph 1

- Summary of program and available funding
- Link to WMP

Paragraph 2

- Pre-application meeting summary
- Staff contact
- Pre-application deadline

Paragraph 3

- Grant application process
- Link to Stormwater Grant Page on District Website
- Application deadline

There are no proposed changes to the Pre-Application, Grant Application, or Pay Request forms for the 2027 program year. The following table is the proposed schedule for the 2027 Stormwater Management Grant Program.

OBJECTIVE	DATE
Gather RFP input from CAC:	10/07/2026
RCWD Board Workshop discussion:	10/12/2026
RCWD Board discussion & authorization of program:	10/14/2026
Email RFP to potential applicants:	10/15/2026
Pre-Application due date:	11/20/2026
Application due date:	01/06/2027
CAC provided with applications and instructions for individual reviews:	01/08/2027
CAC completes review, submits scores to RCWD staff (during meeting):	02/03/2027
RCWD Board holds M.S. 103B.251 public hearing:	02/10/2027
RCWD Board action to approve selected applications:	02/24/2027

MEMORANDUM

Rice Creek Watershed District



Staff Recommendation

Staff is seeking discussion and consensus. Materials will be presented to Board, with any further revision, for authorization of release at the regularly scheduled October 14 Board meeting.

Attachments

- Draft Request For Proposal Letter
- Draft 2027 Program Guidelines
- Draft 2027 Pre-Application Form
- Draft 2027 Program Application Form
- Draft 2027 Grant Agreement Pay Request Form



Rice Creek Watershed District Stormwater Management Grant Program 2027 Request for Proposals

Date: XXXXX

Dear RCWD Partner:

The District plans to provide up to \$400,000 in Stormwater Management Grant funding in 2027 to assist cities, counties, school districts, libraries and other public and private entities with implementation of their stormwater management projects. This funding supports the goals and objectives outlined in the RCWD [Watershed Management Plan](#) and is part of RCWD's continued efforts to protect and enhance its water resources through partnerships with our member communities. This funding is intended for projects that provide stormwater quality treatment, runoff volume reductions, peak runoff rate control and/or reductions in groundwater usage. Projects proposed in conjunction with municipal street reconstruction projects or other site redevelopment projects are encouraged.

Please review the attached program guidelines for more information regarding funding availability, applicant eligibility, acceptable project types and other program requirements. Prospective applicants are required to contact Will Roach, RCWD Watershed Technician, at (763)398-3085 or wroach@ricecreek.org to schedule a pre-application meeting by **no later than 4:30pm, Friday, November 20, 2026**, and must provide a completed pre-application form. This is a competitive cost-share program; not all applications will receive funding.

Following the pre-application process, prospective applicants must submit a complete, signed application with supporting documentation in order for their proposal to be eligible for grant consideration. Electronic versions of the pre-application and full application forms can be downloaded from the [Stormwater Management Grant](#) page of the RCWD website. Applications must be submitted by **no later than 4:30pm on Wednesday, January 6, 2027**. Electronic submittals are encouraged.

Sincerely,

Nick Tomczik, Administrator

Submit by Mail:

Stormwater Management Grant Program
Rice Creek Watershed District
4325 Pheasant Ridge Dr NE #611
Blaine, MN 5544-4539

Submit by Email:

wroach@ricecreek.org
Subject: Stormwater **Manangement** Grant



Rice Creek Watershed District Stormwater Management Grant 2027 Program Guidelines

1. Application

Prior to submitting an application, applicants are required to submit a pre-application form and schedule a meeting with RCWD staff and the District Engineer to discuss the proposed project. Pre-application forms are due no later than 4:30PM on Friday, November 20, 2026. A complete application, including a conceptual design, pollutant reduction estimates, chloride reductions, volume reduction estimates, and a detailed cost estimate must be submitted for RCWD review to ensure consistency of the project with RCWD water quality and/or flood control goals and objectives. **All Sections (1 through 13) on the application form are required.** Program applications must be submitted to the RCWD no later than 4:30PM on Wednesday, January 6th, 2027.

2. Proposal Review Schedule

Applications will be accepted and reviewed according to the following tentative schedule:

<i>Pre-Application Deadline</i>	<i>Application Deadline</i>	<i>RCWD Citizen Advisory Committee Review</i>	<i>RCWD Board Public Hearing</i>	<i>RCWD Board Final Action</i>
November 20, 2026	January 6, 2027	February 3, 2027	February 10, 2027	February 24, 2027

3. Funding Availability, Local Match & Eligible Costs

The RCWD plans to award up to \$400,000 for eligible stormwater projects in the 2027 program year. Grants are typically limited to \$100,000 per project. Applicants are required to provide (match) at least 50% of the total project cost.

Irrigation projects reusing stormwater may be offered more than \$100,000. These projects are eligible for up to \$10,000 per acre irrigated. These projects must provide adequate stormwater supply and storage. Any RCWD Rule C water quality treatment credits created by a stormwater reuse project may not be used to satisfy RCWD Rule C requirements for other projects that either (1) drain to a different Resource of Concern, or (2) are located downstream from the proposed stormwater reuse project.

Funds are available for the creation of enhanced water quality plans, such as development of an enhanced street sweeping plan, however, the purchase of heavy machinery is not eligible for funding through this program.

Additional ineligible projects are those required for compliance with RCWD rules; those required for compliance with RCWD permit requirements; and maintenance of existing BMPs.

Exceptions to the above ineligible list are projects reusing stormwater; and projects exceeding basic permit requirements.

Alternative Language

The purchase of stormwater specific heavy machinery is eligible for funding this program. These types of applications are eligible for 25% of equipment cost or funding upto \$75,000, whichever is less. Applicants are limited to one submittal of this type of application per program year.

Eligible project costs generally include construction materials, labor, engineering and public engagement costs, subject to RCWD approval. The RCWD Board of Managers reserves the right to (1) offer additional funding to projects that result in multiple District-wide or regional benefits, (2) offer grant funding to a selected project for less than the requested amount, and/or (3) offer grant funding for only a specific portion(s) of a selected project.

4. Application Scoring

Each application will be independently reviewed by RCWD staff, the RCWD engineer, and the RCWD Citizen Advisory Committee (CAC). Staff, engineer, and CAC scores will be aggregated into an average final score and all applications will be ranked by final score. Funding will be proposed by RCWD staff for allocation in order of rank until funds are exhausted or all eligible projects have been awarded funds. Applications will be scored using the following criteria:

Ranking Criteria	Maximum Possible Points
Description: The project description succinctly describes what results the applicant is trying to achieve and how the results are to be achieved.	10
Prioritization (Relationship to Plans): The proposal is based on priority protection or restoration actions listed in or derived from the RCWD Watershed Management Plan (including Appendix G: Member Community Project List), an approved City local water plan, or another recognized water quality or flood control study.	20
Targeting: The proposed project addresses identified critical pollution sources or risks impacting the water resource(s).	15
Measurable Outcomes: The proposed project has a quantifiable reduction in surface water pollution, flood risk, and/or groundwater usage and directly addresses the water quality, flooding or groundwater use concern identified in the application.	20
Cost-Effectiveness: The application identifies a cost-effective and feasible solution to address the non-point pollution, flood control, and/or groundwater use concern(s).	15
Project Readiness: The application has a set of specific activities that can be implemented soon after grant award.	10
Engagement Opportunities: The application identifies specific outreach efforts that will be effective in educating the public about the project.	10
Total Points Available	100

The RCWD Board will make a final decision on which proposals are funded and at what amount; the final Board decision may vary from the description above. Applications that are not selected for funding may be resubmitted for consideration in a future year, subject to program availability. Submittal of an application, regardless of funding availability, does not guarantee acceptance into the program or an offer of grant funds by the RCWD.

5. Grant Agreement & Schedule

Upon formal acceptance into the program by the RCWD Board, a grant agreement will be provided to the grant recipient and must be executed and returned to the RCWD. If an executed agreement is not received by the RCWD on or before May 28, 2027, encumbered funds may be withdrawn and made available for reallocation to another project. Projects funded in 2026 must be completed by October 25, 2029, and all financial and other required information must be submitted to the RCWD by December 27, 2029.

6. Design & Maintenance Plans

Projects must be designed by a licensed Professional Engineer or Landscape Architect.

Final design specifications and calculations must be submitted for RCWD review and approval prior to initiation of the project. Failure to obtain approval of the project design plans in writing from RCWD prior to construction may result in cancellation of the grant agreement. Applicants are required to notify the RCWD should there be a change in project scope from what was originally approved.

An operation and maintenance plan must be submitted to the RCWD before any grant funding is disbursed. The plan must identify the individual(s) or entity responsible for long-term maintenance and monitoring and include an anticipated maintenance and monitoring schedule. Project maintenance and monitoring is the sole responsibility of the applicant and RCWD will not accept any maintenance and monitoring responsibility for projects funded through this program.

7. Bids & Permits

Successful applicants must provide the RCWD with information on bid tabulation or contractor quotes, the applicant's issued notice to proceed, and certification by the applicant that all necessary permits and agency approvals have been obtained. Acquisition of required permits and approvals will be the sole responsibility of the applicant. Grant approval does not supersede any potential permit requirements (Agency, RCWD, etc.).

8. Property Ownership

RCWD prefers that proposed projects be located on property that is either owned by the applicant or subject to a perpetual easement in favor of the applicant. If not, a signed letter of concurrence shall be submitted by the landowner indicating their understanding that the applicant is seeking funds for a project proposed to be built on the landowner's property and that the landowner intends to work with the applicant to arrange for a transfer of title to the property, recording of a perpetual easement over the project area, or some other form of permanent agreement to allow

the applicant's legal access to the property for construction, operation and long-term maintenance of the project. The District, at its discretion, may also require that a Declaration of Maintenance for Stormwater be recorded against a project site if constructed on private property. Failure to obtain adequate access to the subject property prior to commencement of the project will result in cancellation of the grant agreement.

9. Public Engagement

Applicants must incorporate a public engagement component into the project. Possible options include installation of permanent project signage or hosting a public tour of the project. Other unique ideas are welcome. RCWD staff can be made available to assist successful applicants with this component of the project. Direct costs associated with the public engagement component may be included in the total estimated project cost

10. Project Payment

The grant agreement will allow for disbursement of 50% of the grant funds to the grantee upon RCWD approval of final project design and maintenance plans, if requested by the grantee. Final payment will only be possible upon project completion. Applicants must provide paid invoices and documentation that the project was completed according to the approved design standards, specifications and pollution reduction estimates, in addition to any other documentation that RCWD staff may require. Public engagement components of implementation projects (signage, tours, etc.) must be installed and/or complete prior to disbursement of the final grant payment.

11. Conformance to Guidelines

The RCWD reserves the right to withdraw or withhold funding for any project not completed in accordance with these guidelines.

12. Submitted Information

Any submitted information, including applications, conceptual designs, cost estimates, bid tabulations, final designs and specifications, permits, studies and reports, and proof of expenditures becomes part of the public record.



Rice Creek Watershed District Stormwater Management Grant Program 2027 Pre-Application Form

APPLICANT INFORMATION

Organization: _____

Street Address: _____

City, State, Zip: _____

PROJECT INFORMATION

Project Name: _____

Location(s) of Project: _____

City: _____ State: _____ County: _____

GRANT REQUEST

RCWD Grant Funding Requested: \$ _____

Applicant Match Funding Committed: \$ _____

Total Estimated Project Cost: \$ _____

PROJECT SUMMARY

Include a summary of the project identifying the main goals and activities of the project as well as the expected outcomes that will be achieved. List and describe the Best Management Practices (BMPs) to be incorporated into this project. If you are requesting funding for one phase or part of a larger project, describe how this project fits into the larger project.

MEASURABLE OUTCOMES

Provide a brief description of the measurable outcomes of the project (anticipated pollutant load reduction, stormwater rate/volume reduction, groundwater withdrawal reduction, or other environmental or natural resource benefits) associated with the project. A more detailed estimate and description will be required in the final application.

BUDGET

Include an itemized budget identifying the amount requested through this grant as well as the amount of match provided.

DRAFT

SIGNATURE OF APPLICANT

Signature

Date

**2027 STORMWATER MANAGEMENT
GRANT AGREEMENT**

GRANT AGREEMENT between the Rice Creek Watershed District, 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota 55449 and [insert grantee] , [insert address] .

RECITALS

WHEREAS, the [insert grantee] (Grantee) intends to construct a project titled " [insert project title] " (Project); and,

WHEREAS, the Rice Creek Watershed District (District) operates a Stormwater Management Grant Program for the improvement and remediation of stormwater management systems throughout the Rice Creek Watershed; and,

WHEREAS, in accordance with District program guidelines, the District desires to provide the Grantee financial assistance for the Project.

THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, the District and the Grantee agree as follows:

I. GRANTEE RESPONSIBILITIES.

- A. *Design Plan, Operation Plan and Maintenance Plan.* Design plans for the project must be signed by a licensed professional engineer or landscape architect. The Grantee will submit (1) final signed plans and specifications for the Project, and (2) an operations and maintenance plan to the District for the Administrator's written approval, not to be unreasonably withheld. The Project plans and specifications must include a public education component. The District, in its discretion, may approve a non-structural public education component.
- B. *Construction and Maintenance.* The Grantee, through its own personnel and/or contractors, will construct the Project in accordance with the approved Project plans and specifications and maintain it indefinitely in accordance with the approved maintenance plan. In doing so, the Grantee will comply with all applicable laws and regulations and will be responsible for acquiring all permits, approvals and temporary and permanent rights of access or easement.
- C. *Perpetual Access for Maintenance.* The Grantee shall submit to the District, in a form acceptable to the District, legal assurance that the Grantee has perpetual access to the Project's location for construction, operation and maintenance and that the Project will be maintained in perpetuity.
- D. *Completion of Construction.* The Grantee's staff or consulting engineer will certify the completion of Project construction in accordance with the approved plans and specifications no later than October 31, 2029. The Grantee will submit to the District documentation of Project expenditures and the certification of completion no later than December 28, 2029.

II. DISTRICT RESPONSIBILITIES.

- A. *Grant Funds.* To defray the Project cost to the Grantee, the District will provide the Grantee financial assistance in the amount of fifty (50) percent of the Project's eligible costs, as determined by the District, with the total amount of District assistance not to exceed \$ [insert grant amount].
- B. *Payment Schedule.* On District approval of the Project plans, specifications, and operations and maintenance plan, certification by the Grantee that it has obtained all necessary permits and approvals, District approval of the Grantee's perpetual access and maintenance assurance, and receipt of the Grantee's issued notice to proceed, the District may disburse fifty (50) percent of the RCWD Board approved grant amount upon request of the Grantee. On District receipt of the certification of completion and review of such Project documentation as it may require, the District will disburse the remaining RCWD Board approved funds.
- C. *Contingencies.* The District's obligation to provide grant funds is contingent on the Grantee's compliance with the terms of this agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications by October 31, 2029, and Project maintenance in accordance with the approved maintenance plan. The Grantee will return to the District any grant funds already received if this condition is not satisfied.

III. MISCELLANEOUS.

- A. *Relationship of Parties.* Nothing in this agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, a maintenance plan and any other Project-related documents is solely for the District's own accounting for funds expended. As between the parties, the Grantee is solely responsible for selection of the Project design and the means, method and manner of construction. Nothing in this agreement creates any right in any third party or affects any immunity, defense or liability limitation enjoyed by either party.
- B. *Employees.* The Grantee represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this agreement. No Grantee personnel or contractor will be considered an agent, representative or employee of the District.
- C. *Liability.* The Grantee agrees to hold harmless and indemnify the District, and its managers, staff and representatives, up to the maximum liability limits of Minnesota Statutes Section 466.04, against any claim, expense or damage, including attorney fees, arising from the performance of this agreement.
- D. *Assignment or Modification.* This agreement binds and inures to the benefit of the Grantee and the District, and their respective successors and assigns. Neither party may assign this agreement without the prior written consent of the other. Any modification of the agreement must be in writing and signed by both parties.
- E. *Public Documents.* All submitted information, including application, conceptual design, cost estimates, bid tabulations, final designs and specifications, copies of permits and proof of expenditures will become a part of the public record. Grantee will not claim intellectual property rights in any such information.

F. *Effective Date.* This agreement is effective as of the date all signatures below have been provided.

Dated: _____, 2026

INSERT GRANTEE]

By: _____

Its: _____

Dated: _____, 2026

RICE CREEK WATERSHED DISTRICT

By: _____
Nick Tomczik, Administrator

DRAFT



Rice Creek Watershed District Stormwater Management Grant Program 2027 Application Form

I. APPLICANT INFORMATION

Organization (to be named as Grantee): _____
Street Address: _____
City, State, Zip: _____
Tax Status: _____ Tax ID#: _____
(e.g., local government, non-profit 501(c)(3), private business, etc.)

II. PROJECT CONTACTS

Project Officer: _____ Financial Officer: _____
Title: _____ Title: _____
Telephone: _____ Telephone: _____
Fax: _____ Fax: _____
Email: _____ Email: _____

III. PROJECT INFORMATION

Project Name: _____
Location(s) of Project: _____
City: _____ State: _____ County: _____
Project Start Date: _____ Project Completion Date: _____
Project Type (check only those that directly apply):

- ☐ Water Quality Treatment Project ☐ Stormwater Reuse Irrigation Project
☐ Peak Runoff Rate Control Project ☐ Runoff Volume Control / Flood Storage Project
☐ Other: _____

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

IV. GRANT REQUEST

RCWD Grant Funding Requested: \$ _____

Applicant Match Funding Committed: \$ _____

Total Estimated Project Cost: \$ _____

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

V. SIGNATURE OF APPLICANT

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

Signature of Project Officer

Date

VI. Executive Summary / Abstract

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

VII. Description (10 points)

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

Name the target waterbody benefiting from this project: _____

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

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

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

Describe how long-term operation and maintenance of the project will be accomplished and identify the individual(s) responsible for maintenance activities if different than the project officer listed in section 2.

VIII. Prioritization (20 points)

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

IX. Targeting (15 points)

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

X. Measurable Outcomes (20 points)

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

XI. Cost-Effectiveness (15 points)

Provide a detailed budget that lists each item for which funding is being requested. You must also list the sources of required local matching contributions. Please provide a summary that demonstrates why this is the most cost-effective approach to solving the problem. Or, have other alternatives been explored, and if so, why were they determined to not be the best alternative? What is the anticipated lifespan of the practice? **(Attach separate sheets if needed.)**

XII. Project Readiness (10 points)

Please describe the anticipated timeline for implementing this project. What steps have been taken to ensure that the project can be implemented according to this timeline? Are any permits needed? (If permits are required please cite from what agency and where the project is in that process).

XIII. Engagement Opportunities (10 points)

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

**2027 STORMWATER MANAGEMENT
GRANT AGREEMENT**

GRANT AGREEMENT between the Rice Creek Watershed District, 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota 55449 and [insert grantee] , [insert address] .

RECITALS

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- B. *Employees.* The Grantee represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this agreement. No Grantee personnel or contractor will be considered an agent, representative or employee of the District.
- C. *Liability.* The Grantee agrees to hold harmless and indemnify the District, and its managers, staff and representatives, up to the maximum liability limits of Minnesota Statutes Section 466.04, against any claim, expense or damage, including attorney fees, arising from the performance of this agreement.
- D. *Assignment or Modification.* This agreement binds and inures to the benefit of the Grantee and the District, and their respective successors and assigns. Neither party may assign this agreement without the prior written consent of the other. Any modification of the agreement must be in writing and signed by both parties.
- E. *Public Documents.* All submitted information, including application, conceptual design, cost estimates, bid tabulations, final designs and specifications, copies of permits and proof of expenditures will become a part of the public record. Grantee will not claim intellectual property rights in any such information.

F. *Effective Date.* This agreement is effective as of the date all signatures below have been provided.

Dated: _____, 2026

INSERT GRANTEE]

By: _____

Its: _____

Dated: _____, 2026

RICE CREEK WATERSHED DISTRICT

By: _____
Nick Tomczik, Administrator

DRAFT



Rice Creek Watershed District Stormwater Management Grant Payment/Closure Form

For staff to process grant payment and/or closure requests, please complete the sections below and refer to the program document checklist.

1. Organization Requesting Payment: _____
2. Grant Program Year: _____
3. Name of Grant Project: _____
4. Awarded Grant Amount: _____
5. Requested Payment Amount: _____
6. Remaining Grant Amount: _____
7. Date of Project Completion: _____
8. Mailing Address for Payment:
 - a. Street Address: _____
 - b. City/State/Zip Code: _____
 - c. Attn: _____
9. Initial Payment: An initial payment of 50% of the grant award may be requested with the approval of the following documentation. RCWD staff may request additional information as necessary to satisfy grant program requirements.
 - a. Final Project Plans & Specifications
 - b. Documentation of obtained RCWD Permit or No Permit Required determination
 - c. Perpetual access and maintenance assurance (if project parcel not owned by applicant)
 - d. Notice to Proceed from Grantee to Contractor
 - e. Maintenance and Monitoring Plan with the following information –
 - i. Anticipated inspection schedule
 - ii. Anticipated maintenance schedule
 - iii. Equipment to be used for maintenance activities
 - iv. Staff member responsible for maintenance & monitoring activities and their contact information.



Rice Creek Watershed District Stormwater Management Grant Payment/Closure Form

10. Final Payment: In addition to the information listed above, the following documentation must be provided to disburse the final payment.

- a. Certification of Project Completion by Licensed Engineer
- b. Proof of paid invoices to the Contractor
- c. Documentation of public engagement components of implementation projects

Organization Signature: _____ Date: _____

Draft

2027 Budget Manager Inquiries



MEMORANDUM

Rice Creek Watershed District

Date: October 7, 2026
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: 2027 Budget Manager Inquiries

Introduction

This item is for manager inquiries on the 2027 RCWD Budget.

Background

The Board adopted the District's 2027 budget on September 9, 2026. Subsequent Board meeting included a request for additional inquiries with a general plan to receive manager budget inquiries at the October workshop meeting with plans for further discussion at the November workshop.

Staff Recommendation

Staff welcome manager inquiries on the District's 2027 budget. The District's 2027 budget summary page attached to support manager inquiries.

Attachment

- District's 2027 Budget

RCWD 2027 Budget approved 9/9/2026

Name	Classification of District Funds	2026 Budget	Projected 2026 Expenditures	Proposed 2027 Budget	% Change	2027 Notes
General Administration		\$ 541,279	\$ 523,402	\$ 569,982	5.30%	Fund 10 In Total
Salaries, Taxes, PERA, HSA, Benefits, Office Expenses (Watershed Districts, General Fund, Administrative)	40% Cash Flow Reserve	\$ 541,279	\$ 523,402	\$ 569,982	5.30%	Expenses: office lease, manager per diems, vehicles, meeting video, LMC & MnWD dues, includes WMP meeting per diems
Communication & Outreach		\$ 314,720	\$ 308,481	\$ 382,083	21.40%	Fund 30 In Total
Salaries, Taxes, PERA, Benefits, Office Expenses Etc. (Water Planning & Project Implementation, "509", Administrative)	40% Cash Flow Reserve	\$ 201,220	\$ 193,333	\$ 207,083	2.91%	
Watershed Communication & Outreach		\$ 13,000	\$ 13,000	\$ 13,000	0.00%	Expenses: various outreach efforts for district projects and programs (creating resources, printed materials), meeting supplies, workshops, Adobe Creative & Canva software No grants.
Visual Media Program (Replacing Minnesota Water Steward Prog.)		\$ 17,000	\$ 17,000	\$ 17,000	0.00%	Expenses are Support for art and water quality project combos (e.i signs and interactive aspects to public water projects) throughout our cities/counties. To support visual art/media programming and initiatives with communities, community centers, and art centers. Design, installation, and purchase of educational/project/interpretive signage and 3D graphic projects, graphic design, videographer, website graphic and visual creation, adobe creative projects/materials. No grants.
Outreach Partnerships		\$ 46,000	\$ 46,000	\$ 46,000	0.00%	Expenses include support for city/county programs and outreach initiatives, support for public workshops with cities/counties, support for outreach programs with organizations such as Growing Green Hearts, Freshwater, etc, support for schools/community center programming and projects, Resilient Roseville, Friends of the Mississippi River. Support for regular partner programs (Blue Thumb). Workshops through city/county collaboratives, outreach programming, city-county partner meetings, presentations, meetings, events. Workshops for professionals/staff. No grants.
Mini-Grants Program		\$ 30,000	\$ 30,000	\$ 30,000	0.00%	The mini grant program continues in 2027 under the 2026 \$10,000 increase to \$30,000 for small scale water quality projects and outreach.
Engineering & Technical Support		\$ 2,500	\$ 2,500	\$ 4,000	60.00%	Misc. City County Partner, Expenses include support GIS work, maps, and similar No grants.
Watershed Plan Maintenance		\$ 5,000	\$ 6,649	\$ 65,000	1200.00%	Pre-Plan Strategic Planning and Watershed Management Plan Amendment Expenses anticipated in the decommissioning of facilitites No grants.
Information Management		\$ 275,386	\$ 272,116	\$ 284,337	3.25%	Fund 35 In Total
Salaries, Taxes, PERA, Benefits, Office Expenses Etc. (Water Planning & Project Implementation, "509", Administrative)	40% Cash Flow Reserve	\$ 160,386	\$ 157,116	\$ 163,337	1.84%	
Boundary Management Program		\$ -	\$ -	\$ -	0.00%	Work adressed in 2025
District Wide Model		\$ 60,000	\$ 60,000	\$ 60,000	0.00%	2027 updates District Wide Model (DWM) with Current Condition curve numbers and regional ponding District Wide Model Program annual updates/maintenance and software conversions. Floodplain assistance to municipalities, RCWD support with FEMA matters. No grants.
Databases (MS4 Front, Drainage DB), GIS Viewer		\$ 40,000	\$ 40,000	\$ 56,000	40.00%	Annual updates and bug fixes. MS4 Front Subscription and Implimentation, maintenance Permit updates GIS and Drainage DB No Grants.
District Website		\$ 15,000	\$ 15,000	\$ 5,000	-66.67%	RCWD website hosting and maintenance, search capability, general support. No grants.

RCWD 2027 Budget approved 9/9/2026

Restoration - Project Planning & Implementation		\$4,159,896	\$1,492,946	\$7,514,484	80.64%	"Restoration Projects" fund is used for capital projects that provide flood control, drainage, and/or water quality benefit. This account excludes efforts that are <u>solely</u> for the purposes of maintaining MS103 systems (Fund 80) or existing RCWD facilities (Fund 95). Fund 60 in Total.
Salaries, Taxes, PERA, Benefits, Office Expenses Etc. (Water Planning & Project Implementation, "509", Administrative)	40% Cash Flow Reserve	\$389,693	\$374,679	\$412,777	5.92%	
Anoka Chain of Lakes Water Management Project		\$1,114,241	\$142,464	\$1,224,000	9.85%	Clearwater Creek / JD 3 Stabilization Project \$500K - Creek and Ditch Bank stabilization, addressing internal loading in lakes; WQ (2025 WBIF \$108K, 2027 WBIF Grant \$75K) Construction likely continues into 2028 ACD 72 Outlet BMP Water Quality \$50K (no grant, potentially WBIF) Peltier Lake Alum drip trial project \$500K to address WQ issues, severe algae blooms, landowner engagement with board. No grant. Shenandoah Water Quality Stormwater Improvement Project \$174K Lino Lakes Partner.
Lower Rice Creek WMD (IDLE)	Restricted	\$-	\$-	\$-		
Lower Rice Creek Water Management Project		\$288,500	\$140,000	\$779,000	170.02%	Old Central Ave Streambank Stabilization and SW Treatment \$334K Anoka County Partner, HEI Task Order No grant. Stream stabilization /BMP implementation SW BMP \$450K No grant.
Middle Rice Creek Water Management Project		\$175,000	\$10,000	\$175,000	0.00%	Middle Rice Creek bank stabilization - Co Rd I canoe access point, RCD partner \$75K Middle Rice Creek bank stabilization - Irondale feasibility work \$100K No grant.
Bald Eagle Lake WMD	Restricted	\$28,486	\$2,302	\$25,677	-9.86%	TS 7/21/2026 Email list updated with 1st half settlement
Bald Eagle Lake Water Management Project		\$150,000	\$5,000	\$50,000	-66.67%	Hwy 61 Ponds no proposed project at this time. Potential WBIF
RCD 2, 3 & 5 WMD (IDLE)	Restricted	\$-	\$-	\$-	0.00%	WMD requires protocols/proceesing to establish charge, may be established for future year collection, this is consistent with the administration and use of all WMDs to date.
RCD 2, 3 & 5 Basic Water Management Project		\$555,903	\$304,650	\$3,270,000	488.23%	Jones Lake final design \$150K Jones Lake Construction Non-dredging components \$620K
Silver Lake Water Management Project		\$-	\$-	\$-		
Golden Lake Water Management Project		\$-	\$-	\$-		
Regional Water Management Partnership Projects		\$48,332	\$42,091	\$100,000	106.90%	Addresses multi-jurisdictional stormwater issues. Hardwood Creek/JD2 watershed storage feasibility study. BWSR WQ&S \$50K Grant, \$5K match required. Les Bolstad property, Falcon Heights Partner \$50K
Stormwater Management Cost Share	Committed	\$1,119,741	\$391,260	\$1,118,030	-0.15%	RCWD costshare program. \$718,030 in committed/awarded funds, this portion of total is fund balance. Program \$400K address Board's guidance on program uses (\$300K past amount increased \$100K in 2026.)
Southwest Urban Lakes Implementation		\$100,000	\$15,000	\$100,000	0.00%	Budget for accelerated partner projects Shoreline stability Karth Lake, no functional outlet. No grant
Clear Lake Water Management Project		\$85,000	\$25,000	\$90,000	5.88%	Clear Lake Shoreline Stabilization/Eureka Ave. \$90K based on Change Order. RCWD heavy engagement with Forest Lake, carry from previous year. No grant
Forest Lake Planning WMD (IDLE)	Restricted	\$-	\$-	\$-		
Columbus Planning WMD (IDLE)	Restricted	\$-	\$-	\$-		
Stormwater Master Planning		\$40,000	\$20,000	\$110,000	175.00%	Arden Manor Regional Arden Hills \$30K JD4 Forest Lake \$30K SW Research Council \$10K WBL/Prebie Lake Subwatershed Assessment \$40K WCD & RCD Partners, WBIF Grant \$36K, \$3,600 match
Municipal CIP Early Coordination Program		\$10,000	\$5,000	\$10,000	0.00%	Funds to support potential Local Water Plan implementation.
Groundwater Management & Stormwater Reuse Assessment Program		\$55,000	\$15,500	\$50,000	-9.09%	Funds to support/partner on groundwater efforts under various entities. Current potential studies/projects: TCAPP, White Bear Lake, Columbus/ACD 10-22-32

RCWD 2027 Budget approved 9/9/2026

Regulatory		\$ 1,476,440	\$ 1,481,800	\$ 1,473,425	-0.20%	Fund 70 in Total
Salaries, Taxes, PERA, Benefits, Office Expenses Etc. (Water Planning & Project Implementation, "509", Administrative)	40% Cash Flow Reserve	\$ 636,440	\$ 568,280	\$ 650,425	2.20%	
Rule Revision / Permit Guidance		\$ 15,000	\$ 7,257	\$ 5,000	-66.67%	Permit cost evaluation and initial evaluation for future rule revision, rule revision last completed in 2024. Funds for updating permit guidance documents, BMP Maintenance. No grants.
Permit Review, Inspection and Coordination Program		\$ 825,000	\$ 906,263	\$ 818,000	-0.85%	Pre-application Permit Review Post-permit support Level 2 Regulatory Audit Annual CWPMP Report Inspection Services Contracts
Ditch & Creek Maintenance		\$ 2,014,514	\$ 1,810,237	\$ 2,945,223	46.20%	Fund 80 In Total
Salaries, Taxes, PERA, Benefits, Office Expenses Etc. (Water Planning & Project Implementation, "509", Administrative)	40% Cash Flow Reserve	\$ 332,304	\$ 315,137	\$ 335,638	1.00%	
Natural Waterway Management		\$ 10,000	\$ 2,500	\$ 10,000	0.00%	
Ditch Maintenance		\$ 450,000	\$ 493,978	\$ 574,000	27.56%	PDS management/maintenance as systems switch from repair to annual and ongoing maintenance. Inspection: walk-through, drone, survey. Intended 2027 work, subject to revision, includes: ACD 53-62 - Branch 1 excavation east of Lexington Ave to Main Street, Branch 1 Lat.#1 Excavation 109thAve. to Lochness Lake AWJD 4 - Main Trunk35E to 35W, Excavation Branch #4 Elmcrest to 35W WJD 2 - New maintenance crossing upstream of 165th in Hugo, Excavation HWY 61 to Harrow, in Hugo ACD 10-22-32 - Branch #4 from 4th Ave. to Pine Street, brush mowing and channel excavation, Branch #2 from Black Duck at the stormwater pond, Main Trunk Brush mowing and excavation as needed, Branch #1 from Mustang Ln to Sunset, brush and tree mulching WJD 7 - Main trunk replacement of existing clay tile with HDPE north of 190th St N Right-of-Way Maintenance (as possible based on weather and site conditions) - ACD's 10-22-32, 31, 46, 72, &53-62, AWJD's 3, 4, WJD's 2, 7, 5
Repair Reports & Studies		\$ 209,000	\$ 209,000	\$ 94,000	-55.02%	RWJD 1 repair report \$70K, legal/engineering general support \$24K
ACD 10-22-32 WMD	Restricted	\$ -	\$ 5,693	\$ 318	0.00%	TS 7/21/2026 Email list updated with 1st half settlement.
ACD 31 WMD	Restricted	\$ -	\$ -	\$ -		-\$6926 (Deficit) TS 7/21/2026 Email list updated with 1st half settlement.
ACD 46 WMD	Restricted	\$ 37,451	\$ 37,451	\$ 23,267	-37.87%	TS 7/21/2026 Email list updated with 1st half settlement.
RCD 4 WMD	Restricted	\$ 82,389	\$ 86,944	\$ -	-100.00%	-\$30475 (deficit) TS 7/21/2026 Email list updated with 1st half settlement.
RCD 4 Repair		\$ -	\$ 35,000	\$ -	0.00%	Project complete
ARJD 1 WMD (IDLE)	Restricted	\$ -	\$ -	\$ 916,800		ARJD 1 Repair Construction Cost Assume 60 WMD/40 Advalorem split
ARJD 1 Repair		\$ 70,000	\$ 70,000	\$ 611,200		ARJD 1 Repair Construction Cost Assume 60 WMD/40 Advalorem split
Municipal PDS Maintenance	Committed	\$ 35,000	\$ 5,000	\$ 50,000	42.86%	Potential colaborative work with partners.
WJD 2 Branch 1/2 Repair		\$ -	\$ -	\$ -		
AWJD 3 Repair		\$ -	\$ 55,000	\$ -		
ACD 15 / AWJD 4 WMD	Restricted	\$ 18,370	\$ 18,370	\$ -	-100.00%	TS 7/21/2026 Email list updated with 1st half settlement.
ACD 15 & AWJD 4		\$ 50,000	\$ 10,000	\$ 230,000	360.00%	Peak flood control in JD4 watershed. Forest Lake partner, implementation est \$230K plans and construction 2025 budget included the same amount. No Grant
ACD 53-62 WMD	Restricted	\$ 372,000	\$ 291,415	\$ -	-100.00%	-\$98,951 (deficit) TS 7/21/2026 Email list updated with 1st half settlement.
ACD 53-62 Repair		\$ 248,000	\$ 174,749	\$ -	-100.00%	ACD 53-62 Br 5&6 repair complete
ACD 10-22-32 Repair		\$ 100,000		\$ 100,000	0.00%	2026 budget included \$100K, maintain as on-going commitment to ditch maintenance Board Action 8/24/2026 not to proceed with Alternative 4, public hearing to come
NEW - RWJD 1 Repair Construction Plans / Permitting				\$ -	0.00%	Establish fund for 2028 construction - Plan development and engagement in 2027, construct in 2028
NEW - RWJD 1 WMD	Restricted			\$ -	0.00%	Establish fund for 2028 construction - Plan development and engagement in 2027, construct in 2028

RCWD 2027 Budget approved 9/9/2026

Lake & Stream Management		\$ 1,149,963	\$ 872,896	\$ 1,297,256	12.81%	Fund 90 In Total
Salaries, Taxes, PERA, Benefits, Office Expenses Etc. (Water Planning & Project Implementation, "509", Administrative)	40% Cash Flow Reserve	\$ 396,725	\$ 369,374	\$ 409,623	3.25%	
Water Quality Grant Program	Committed	\$ 273,238	\$ 145,060	\$ 402,633	47.36%	No change for the overall WQ Grant budget, steady at \$250K annual. Fund Balance spend is committed carryover of \$152,633
Surface Water Monitoring & Management Program		\$ 240,000	\$ 240,000	\$ 245,000	2.08%	On-going monitoring program increasing program costs
Common Carp Management		\$ 200,000	\$ 106,461	\$ 200,000	0.00%	Common Carp management program. Decreasing costs at Long Lake / Lino Chain. Increasing costs at Silver Lake. Offsetting.
Curly Leaf Pondweed Management		\$ 40,000	\$ 12,000	\$ 40,000	0.00%	DNR grant program varying amounts from year-to-year, lake association partner match, no further grant. Program changes pending, maintain funding, likely decrease in RCWD involvement.
District Facilities		\$ 1,360,895	\$ 1,180,150	\$ 1,059,946	-22.11%	Fund 95 In Total
Salaries, Taxes, PERA, Benefits, Office Expenses Etc. (Water Planning & Project Implementation, "509", Administrative)	40% Cash Flow Reserve	\$ 234,935	\$ 217,609	\$ 234,196	-0.31%	
District Facilities Repair		\$ 933,210	\$ 933,210	\$ 683,000	-26.81%	Repair of New Brighton Family Service Center weir RCD 2 weir in South Hansen Park PLOP Sediment removal, Birchwood Village Added Lake Johanna Outlet construction \$408,000 budgetted, all revenue from FB
Inspection, Operation & Maintenance		\$ 192,750	\$ 29,331	\$ 142,750	-25.94%	Facility maintenance, minor repairs, facility start up, maintaining public investmen No grant
TOTAL		\$ 11,293,092	\$ 7,942,028	\$ 15,526,735	37.49%	

Professional Services Proposals for District 2027-28

MEMORANDUM

Rice Creek Watershed District



Date: October 7, 2026
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Professional Services Proposals for District 2027-28

Introduction

The District every two years is to solicit proposals for professional services before retaining the services of a consultant or extending an annual services agreement.

Background

The Board at its July 22, 2026, meeting authorized notice for solicitation of professional services for the District. The notice instructed interested entities to submit its proposal which was to include background and profile information on the firm, along with specific information as to expertise in watershed district matters, hourly billing rates for the future 2027-2028 timeframe, and the names and qualifications of personnel. The deadline for submittal closed on September 4, 2026, and the District received submittals for Board consideration. *(The proposals are "non-public data" under Data Practices Act.)*

The publicized notice results in proposals from:

- 4 Accountant firms
- 5 Engineer firms
- 5 Human Resource firms
- 5 Information Technology firms
- 3 Legal firms

Data Practices Act classifies the proposals as non-public data, prohibiting placement of the proposals in the packet. Therefore, staff will timely mail the non-public data proposals under separate cover for managers to handle with due care. The following page lists the service categories and firms (alphabetically) submitting a proposal.

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MEMORANDUM

Rice Creek Watershed District

Accountant

- Abdo
- NextGen Solutions Corporation
- Redpath and Company
- Veracity

Engineer

- Ayres
- Bolten & Menk
- Emmons & Olivier Resources, Inc. (EOR)
- Houston Engineering, Inc. (HEI)
- MSA Professional Services, Inc. (MSA)

Human Resource

- Abdo
- Chandler Henley Consulting, LLC
- CPS HR Consulting
- NextGen Solutions Corporation
- Veracity

Information Technology

- Computer Plus Solutions
- Consultadd Public Services
- NextGen Solutions Corporation
- RYMARK
- Veracity

Legal

- Flaherty & Hood P.A.
- NextGen Solutions Corporation
- Rinke Noonan

Managers should independently consider the proposals for a firm's background, profile, personnel as to expertise in watershed district matters and its fee schedule.

Staff Recommendation

Staff recommends review of each firm as noted above and come to consensus on what, if any, additional information is necessary and how the information would be used in the decision-making process.

Request for Board Consensus

The Board of Managers to discuss the above-mentioned proposals and reach consensus. (If the Board consensus is for additional information or otherwise, then staff can facilitate that process.) Again, the Board should develop consensus on awarding services so that contracts may be developed and considered by the Board prior to the close of 2026.