RCWD
RICE CREEK WATERSHED DISTRICT

NOVEMBER						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
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29	30					

DECEMBER						
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27	28	29	30	31		

RCWD Board of Managers Regular Meeting Agenda

Tuesday, November 10, 2026, 9:00 a.m.

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

Join Zoom Webinar:
https://us06web.zoom.us/j/87357575926?pwd=Pm5b34D1e8INAbSF8EakfRl9boYMFU.1
Passcode: 444302
+1 312 626 6799 US (Chicago)
Webinar ID: 873 5757 5926
Passcode: 444302

Agenda

Call to Order

Roll Call

Open Mic/Public Comment

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

Setting of the Agenda

Approval of Minutes: October 28, 2026, Regular Meeting

Consent Agenda

The following items will be acted upon without discussion in accordance with the staff recommendation and associated documentation unless a Manager or another interested person requests opportunity for discussion:

Table of Contents-Permit Applications Requiring Board Action

No.	Applicant	Location	Plan Type	Recommendation
26-093	As-Suffah Islamic Center	Blaine	Final Site Drainage Plan	CAPROC 3 items
26-099	Protofab Holding, LLC	Blaine	Final Site Drainage Plan	CAPROC 3 items

It was moved by Manager _____ and seconded by Manager _____, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer's Findings and Recommendations, dated November 3, 2026.

Water Quality Grant Program Cost Share Application (Molly Nelson)

No.	Applicant	Location	Project Type	Eligible Total Project Cost	Pollutant Reduction	Funding Recommendation
A26-04	Dahlen	Fridley	Streambank Restoration/ Stabilization	$66,995.00	Volume: 3,495 cu-ft/yr TSS: 23,300 lbs/yr TP: 11.75 lbs/yr	$30,000.00 not to exceed 50% of eligible project costs or up to $30,000.00.

It was moved by Manager _____ and seconded by Manager _____, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD Outreach and Grants Technician's Recommendations, dated November 4, 2026.

ITEMS REQUIRING BOARD ACTION

1. Ramsey County Agreement – Inspection Services (Patrick Hughes)
2. Washington Conservation District Agreement – Inspection Services (Patrick Hughes)
3. USGS Rice Creek Stream Gage – Joint Funding Agreement (Matt Kocian)
4. Minnesota Watersheds Annual Business Meeting (Nick Tomczik)
5. 2027 Board Calendar (Nick Tomczik)
6. November 25th Check Register – Resolution Authorizing Treasurer Approval (Nick Tomczik)
7. Check Register Dated November 10, 2026, in the Amount of $220,620.38, Prepared by Redpath and Company

ITEMS FOR DISCUSSION AND INFORMATION

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

APPROVAL OF MINUTES: OCTOBER 28, 2026, REGULAR MEETING

For Consideration of Approval at the November 10, 2026 Board Meeting.
Use these minutes only for reference until that time.

REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Wednesday, October 28, 2026

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

Minutes

CALL TO ORDER

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

ROLL CALL

Present: President Michael Bradley, 1st Vice-Pres. John Waller, 2nd Vice-Pres. Jess Robertson, Treasurer Marcie Weinandt, Secretary Janet Hegland (video-conference)

Absent: None

Staff Present: Administrator Nick Tomczik, Regulatory Manager Patrick Hughes, Drainage & Facilities Manager Tom Schmidt, Project Manager Jen Oknich, Program Support Technician Emmet Hurley (video-conference), Watershed Technician/Inspector Will Roach, Office Manager Theresa Stasica

Consultants: District Engineer Chris Otterness from Houston Engineering, Inc. (HEI) & District Attorney John Kolb-Rinke Noonan (video conference)

Visitors: Aaron Nemitz, Mark Blocher, Sandy Ryan, Jim Ryan, Mary Zastrow, Tim Zastrow, Randy Grubbs, Bonnie Grubbs, Ron Hawegraaf, Aaron Berg, Tim Chamberlain, Rob Busch, Bill Bergeron, Karen Fleming, Warren Tracy, Liz Wilsonlopp, Frank Lopp, Larry Poppler, Jake Jensen, John Smythe, Pete Schlosser

Visitors monitoring via Zoom: Michael Miller

OPEN MIC/PUBLIC COMMENT

No public comments were made.

SETTING OF THE AGENDA

Administrator Tomczik suggested that the Board reverse the order of the public hearings listed on the agenda so the item related to ACD 46 partial abandonment and impoundment is first.

Motion by Manager Weinandt, seconded by Manager Bradley, to approve the agenda as amended to place the public hearing for ACD 46 partial abandonment and impoundment first. Upon a roll call vote, the motion carried 5-0.

READING OF THE MINUTES AND THEIR APPROVAL

Minutes of October 12, 2026 Workshop and October 14, 2026, Board of Managers Regular Meeting.

***Motion by Manager Hegland, seconded by Manager Robertson, to approve the* October 12, 2026 Workshop, as presented. Upon a roll-call vote, the motion carried 5-0.**

Motion by Manager Hegland, seconded by Manager Bradley, to approve the* October 14, 2026, regular *meeting minutes, with a change on page 7, line 266, to indicate that the motion failed with a vote of 1-4. Upon a roll-call vote, the motion carried 5-0.

CONSENT AGENDA

The following items will be acted upon without discussion in accordance with the staff recommendation and associated documentation unless a Manager or another interested person requests an opportunity for discussion:

Table of Contents-Permit Applications Requiring Board Action

No.	Applicant	Location	Plan Type	Recommendation
25-080	City of Shoreview	Shoreview	Floodplain Alteration Wetland Alteration Erosion and Sediment Control	Post-Issued Amended CAPROC 2 items

It was moved by Manager Weinandt and seconded by Manager Robertson, to approve the consent agenda permit 25-080 as outlined in the above Table of Contents in accordance with RCWD District Engineer's Findings and Recommendations, dated October 16, 2026. Upon a roll call vote, the motion carried 5-0.

PUBLIC HEARING: ANOKA COUNTY DITCH 46 (ACD46) DRAINAGE SYSTEM PARTIAL ABANDONMENT & IMPOUNDMENT PETITION

President Bradley recessed the regular meeting and read aloud an explanation regarding the purpose of the public hearing for consideration of a partial abandonment and impoundment of ACD 46, Branch 5, and briefly reviewed the order of things that would take place within the hearing.

Drainage Attorney Kolb explained that Lake Drive Properties, L.P., co-petitioner with Jake Jensen, has petitioned the District to impound and abandon portions of ACD 46, Branch 5 to facilitate restoration of wetlands. He noted that the petition was filed on July 10, 2026, and was filed under Statutes Sec. 103E.227 and 103E.806. He explained that the petition acknowledges that the petitioners are responsible for construction costs for the modifications of ACD 46, Branch 5, and for all costs in the proceedings. He stated that the drainage authority met on August 12,

2026, and accepted the petition, at which time it also directed District Engineer Otterness to prepare a report on the petition, which was filed on September 15, 2026. He reviewed the decision criteria for Board consideration and explained that the Board did not need to make a decision on the petition during today's meeting.

District Engineer Otterness gave a brief presentation on the petition for partial abandonment and impoundment of ACD 46, Branch 5. He reviewed the basis for the review; site location; locations of the proposed abandonment and impoundments; details of the Branch 5 headwaters; purpose of the petition to facilitate development of a wetland banking site, create shallow permanent pools along the existing ditch, and remove obligations of the drainage authority where the system benefit no longer existed; effects of a partial abandonment/impoundment; effects of neighboring properties; potential for groundwater effects; and regulatory considerations. He stated that the proposed impoundment and abandonment of ACD 46, Branch 5 will not impair the utility of the system or deprive landowners of benefit. He explained that the proposed portion for abandonment doesn't serve a functional purpose to landowners other than the petitioner, nor does it provide public benefit. He noted that the Engineer was recommending approval of the partial abandonment and impoundment of ACD 46, Branch 5, subject to the petitioners notifying District staff prior to construction and providing 'as-built' plans upon completion.

President Bradley stated that the District had received information that the City of Columbus objected to the project and wanted to understand their role in this project versus the District's role in the project.

District Attorney Kolb explained that he had reviewed the objection letter submitted by the City of Columbus. He noted that they do have a role to play in this because this is ultimately a land use matter for the City of Columbus to consider under its current ordinances. He stated that if the Board chooses to move forward with this partial abandonment and impoundment under the Drainage Code, it doesn't give the applicant authority to go out and construct the project if it is contrary to other approvals that may be needed. He noted that the City had other objections that go to the Statutory criteria related to the Board's approval or denial and that may cause the Board to ask the applicant or the District Engineer to do some further analysis to either resolve the questions asked in the letter or demonstrate their veracity.

President Bradley invited the petitioners to address the Board.

Administrator Tomczik stated that documentation of the District's proper notice of the public hearing could be found on page 63 of the meeting packet.

John Smythe, Stantec, Project Manager for the petitioner, stated that they had provided Columbus Township with the construction plans for the project over a year ago, and again about 2 months ago. He noted that they had not received any comments on the plans that had been

submitted. He noted that the letter that the District had received earlier today was the first time they had seen any comments on the project.

Mary Zastrow, 6917 153rd Avenue NE, stated that she had already submitted a letter to the Board and to Columbus. She explained that she also wanted to share it with them again because she felt it would have more effect when they listened to it, and read aloud her letter expressing concerns about the proposed partial abandonment and impoundment. She explained that she had about 8 questions for the Board but noted that she understood they may not be able to answer them today, but expected them take a look at them and bring back answers in the future, and read aloud her list of questions related to potential effects on Branch 2, impacts to the surrounding properties where Branch 5 would remain open, financial responsibility for future flooding issues, any local ordinances to not create a wetland on property where homes would be built, the location, size, and depth of the wetlands, the location of the proposed berm and what land it would protect, whether Lake Drive Properties would construct and other berms to protect surrounding properties impacted by the creation of the wetlands, and whether the Board had determined the impact to the underground water tables and their ability to absorb additional water for the surrounding areas. She handed a copy of her statement and questions to District staff.

President Bradley stated that he had also gotten a copy of the email Ms. Zastrow had submitted to Drainage and Facilities Manager Schmidt, which he would also enter into the record.

Ms. Zastrow noted that the postcard sent out regarding the meeting stated that people could not comment unless they had personally attended the meeting, and she found out later that wasn't true. She stated that she felt this may have caused a lot of people not to submit comments to the Board because of the wording on the postcard and suggested that the language on the cards be fixed for future hearings. She stated that the time of the public hearing may also be difficult because this was a 9:00 a.m. meeting and many people are still working.

Randy Grubbs, 14950 Potomac Street NE, stated that his family property would be affected more than has been indicated on the map in the presentation. He stated that the lowland water increases in the spring and, in heavy, wet years, gets into the backyard and has caused issues with the septic system and the basement. He stated that any further load on the water system would make things worse and would be a huge problem. He stated that he did not believe the elevations were complete, as indicated on the map, and shared examples of questions he had about drainage. He explained that he had distinct fears about what may happen with abandonment of this ditch. He stated that he felt the District should look at water flow and whether it may be impeded by improper culverts because there would just be a further burden if there is a water problem south of his property. He stated that he didn't think this had been addressed at all, according to the information on the map. He noted that he had known the headwaters area included in the presentation materials since he was a kid and every wet year, the water goes to the west, and did not foresee it flowing in a northwest or east direction at all, and reiterated that the water goes to the west.

Manager Weinandt asked staff to pull up the map so the Board was able to see where the commenters' properties were located.

Manager Waller suggested that the people who had already spoken come up and point out their properties on the map staff had displayed.

Mr. Grubbs and Ms. Zastrow pointed out their properties and reiterated the concerns they had about the project.

Mark Blocher, 6947 153rd Avenue NE, pointed out his property location and explained that there are three branches that come into his property from the north, west, and southwest. He stated that with a 4-inch rain, the culvert is filled, and if additional water is brought through, it will not be able to handle it. He stated that there was a wide spot in the ditch that was established in 1965 by the previous property owner, and when it was dug out, the wide spot was removed. He explained that the wide spot was created to absorb water and would like it to be restored, but the District said that they had to go back to the 1902 survey and couldn't deviate from it. He stated that now it appears that the District is saying that they are going to deviate from the 1902 survey, which he didn't understand.

President Bradley asked which culvert Mr. Blocher was referring to.

Mr. Blocher left the podium to show the Board on the map the location of his property, the ditches, and the culvert locations. He reiterated that if the Board changes this, they will change a lot of things in the area. He asked if there were any plans to change any of the culvert sizes.

President Bradley stated that if the Board abandons them, there would not be any plans to change the culvert sizes.

Mr. Blocher asked if members of the audience could have the letter sent by the City of Columbus read aloud.

Aaron Berg, Assistant City Administrator, City of Columbus, indicated that the letter would be read aloud at the end of the public hearing.

Jim Ryan, 6893 153rd Avenue NE, stated that he lived across the ditch from the Zastrow's and stated that to the north, south, and west of them it was all connected by a cattail swamp. He stated that part of that area belongs to Coon Creek Watershed District and asked why they weren't also at this meeting.

Aaron Berg, Assistant City Administrator, City of Columbus, read aloud the letter submitted by the City of Columbus that outlined their formal objection to the proposed partial abandonment and impoundment of ACD 46, Branch 5.

Mr. Blocher asked if they were located within a floodplain.

District Engineer Otterness stated that there is a District-identified floodplain, but did not believe that this was a FEMA-identified floodplain.

Mr. Blocher asked if it would change anything with the proposed abandonment.

District Engineer Otterness clarified that the proposed abandonment would not change the floodplain.

Aaron Nemitz, Stantec, explained that he was the drainage engineer who helped design the project. He stated that he wanted to make a few distinctions related to the design of the project. He explained that they were talking about a partial abandonment of the most upstream end of ACD 46, Branch 5, and drainage would still be maintained to the north. He stated that the culvert under 153rd Avenue NE was a 36-inch culvert, inverts would not be changed, and drainage would still be facilitated to the north. He explained that they were proposed to impound sections of the ditch and create floodplain pools, but noted that water would effectively flow as it does today, to the north, with the one distinction that a berm was being proposed to disconnect the southern lobe of the wetland, that current drains in multiple directions. He explained that they had done an analysis of the modeling to look at the effective flows to ACD 46, Branch 2, and evaluated high water levels at the culvert and stated that the 50- and 100-year peak water surface elevations are reduced at the culvert inlet.

President Bradley asked for a depiction of the berm location.

Mr. Nemitz suggested that they use the wetland figure and noted that because water flows in two directions, naturally at this point, and noted that the berm was proposed to prevent water from backflowing from Branch 5 into Branch 2, which is why they saw reductions. He stepped away from the podium and pointed out areas on the map of the area and the plans for a berm. He clarified that their modeling had looked at the full ditch system.

Mr. Smythe, Stantec, stepped away from the podium to the map and noted that one of the reasons for their plans was to protect Branch 2 by lowering the 50- and 100-year water levels because they won't allow water to back up and flow into it from the impoundment area. He stated that their proposed embankment will keep the water on the property.

Mr. Grubbs stated that he was not against the project and would like to see the best use for the property, but felt adding pads and houses may just add more residents with more water problems. He stated that he has a lot of unanswered questions related to elevations and flow, and explained that he did not want to be there with a forever problem because of them.

Mr. Smythe, Stantec, noted that there was something he should have mentioned earlier and stepped to the map to point something out. He stated that the embankment they were creating would also serve as an access road to develop the property, but on the south side of the

embankment they would create a ditch system to carry flows from the south all the way back down to the ditch to ensure they don't affect any offsite properties.

Ms. Zastrow stated that she was confused about the information just presented about the flow and noted that she wasn't sure anyone really knew what was really happening. She stated that when they start adding more ditches and berms, it just shifts water everywhere and wasn't sure they knew exactly where it was going to actually go. She reiterated that she was very confused about the comments made by Stantec representatives about how the water is moving.

President Bradley noted that when staff had initially prepared paperwork for action at today's meeting, they had not anticipated the information that has been shared by the City of Columbus and the public.

Motion by Manager Bradley, seconded by Manager Waller, to close the public hearing. Upon a roll call vote, the motion carried 5-0.

President Bradley asked District Attorney Kolb for guidance on the steps the Board needed to take to remand this issue back to staff to consider the information just shared with the Board.

District Attorney Kolb stated that the Board had just heard a lot of important and relevant information during the public hearing, including potential impacts to Branch 2. He stated that he felt all the information shared about things like the berm and the flow paths were worth investigating further. He asked the Board if they could identify items they would want examined more closely, how they would like the information presented to them, and if they could pick a date for continuation of this item. He stated that he believed the Board was going to choose to continue the public hearing and noted that language would be part of the motion.

Manager Waller referenced the comments made by Ms. Zastrow and others who had wanted to participate that were named within her letter, but due to confusion in the notice language, they didn't feel they would submit information to the Board. He stated that he wanted to be certain that the Board had submitted information from all the individuals that were interested and suggested that the Board continue the public hearing to a future meeting.

Manager Robertson asked District Attorney Kolb to clarify the information he wanted from the Board and whether it needed to be included in the motion language or could just be an administrative discussion.

District Attorney Kolb explained that any motion should contain at least minimal guidance to the District Engineer and the applicant on what issues the Board felt needed to be addressed in order to further satisfy the information requirements of the Board in support of a decision. He stated that there should also be language regarding the continuance and noted that he believed that Manager Waller was in support of renoticing the public hearing and determining its date sometime in the future, in order to give all of the landowners who may have had interest in submitting comments a better opportunity to digest the additional information before the Board

moves forward with any continued hearing. He noted that he felt those two items were the critical elements that should be included within the motion language.

Motion by Manager Robertson, seconded by Manager Bradley, to require additional information regarding concerns heard during the public hearing related to long-term impact on ACD 46, Branch 2, the existing high water table, differences between a District floodplain and a FEMA floodplain, whether the Coon Creek Watershed should be engaged in this process, and the comment made regarding incomplete elevations, the role of the District in this regulatory pocket versus the role of the City of Columbus for land use and permitting.

Manager Hegland stated that she agreed with what was mentioned by Manager Robertson, but also wanted to be more specific. She stated that Ms. Zastrow asked 7 questions in her statement and felt the District should respond to all of the questions. She stated that there were also questions shared by others during the public hearing about how things may impact their land, and she wanted to hear more about the groundwater issue because that continues to be a bugaboo in their City, when projects have gone through when the District has looked at surface water and clearly stated that groundwater is not the purview of the District. She stated that what has happened is that projects go through and they end up having continued flooding in areas that presumably should not. She expressed concern about the language used related to 'potential' effect and would prefer that the District use clearer language such as 'no' effect or that the District didn't know if there would be any effect.

President Bradley stated that Manager Hegland was asking for a friendly amendment to the motion to make sure the groundwater issue was included, which Manager Robertson had already included. He stated that an additional friendly amendment could be made to direct staff to answer the specific questions asked by Ms. Zastrow and others during the public hearing.

Manager Robertson accepted the friendly amendment to the original motion to also direct staff to answer the specific questions asked by Ms. Zastrow and members of the public during the public hearing; Manager Bradley seconded acceptance of the friendly amendment. Upon a roll call vote, the motion carried 5-0.

Manager Robertson noted that the Board had technically closed the public hearing, when perhaps they should have suspended the public hearing.

District Attorney Kolb agreed and stated that he viewed it as the Board had closed the public comment portion of today's public hearing.

Administrator Tomczik suggested that the Board keep the record open so the District has all the concerns until November 13, 2026. He stated that the comments were what the District wanted to respond to and suggested that they schedule the continuance to the December 9, 2026, Board meeting. He noted that the December 9, 2026, meeting was scheduled for 6:30 p.m., which may allow others to comment due to it being an evening meeting.

District Attorney Kolb noted staff's recommendation to continue the public hearing on December 9, 2026, at 6:30 p.m.

Motion by Manager Robertson, seconded by Manager Weinandt, to suspend and continue the public hearing on the proposed partial abandonment and impoundment of ACD 46, Branch 5, until December 9, 2026, at 6:30 p.m. and encourage other interested parties to submit comments or questions to the District.

Manager Robertson asked about the postcards sent out to notice the public hearing and stated that she wasn't sure where the confusion would come from that residents couldn't submit their comments in writing on an item.

Ms. Zastrow spoke from the audience and asked if Manager Robertson would like to see the postcard.

Manager Robertson confirmed that she would like to see the postcard.

Administrator Tomczik noted that it could be found on page 63 of the packet materials.

Manager Robertson read aloud from the postcard Ms. Zastrow handed her and stated that she understood where the confusion came from. She stated that she felt the District could clean up the language to explain things more clearly.

Ms. Zastrow asked if the District would send out another postcard before the December meeting.

Administrator Tomczik stated that they could send out another postcard, but noted that it wouldn't be required per Statute.

Manager Robertson asked staff to clean up the language within the notice to make things clearer so there wasn't confusion about the District accepting comments.

Administrator Tomczik acknowledged that clarity was important to the District and asked District Attorney Kolb if he could help the District make some language modifications to make things clearer.

President Bradley stated that the paragraph in question is accurate and explained that the District has had problems in the past with Zoom, so they cannot open Zoom to the public because it can cause problems.

Administrator Tomczik asked if there was consensus of the Board to renotice the public hearing postcard even though the motion had been continued to a specific date.

President Bradley stated that was correct.

Upon a roll call vote, the motion carried 5-0.

Manager Waller stated that there are a number of organizations that are involved in giving authority, such as the Army Corps of Engineers, DNR, BWSR, City of Columbus, and the District. He asked if this wasn't a bit premature because the City of Columbus was the land use authority, and they did not know what other authority or contingencies may be attached by the Army Corps of Engineers or BWSR.

District Attorney Kolb stated that for the District, considering the petition, as the drainage authority, doesn't give the applicant full authority to do the project or to receive any wetland credits. He noted that there were no fewer than 3 things happening simultaneously with this project that included the application for wetland banking, regulatory approvals from the City of Columbus, and the approvals they were seeking from the District. He stated that the applicant will require approvals from all 3 before they can consider moving forward with their project, but noted that he believed the District could proceed with consideration of the application, because any approvals the District may give would be conditioned on all the other necessary approvals.

President Bradley recessed the Board meeting at 10:36 a.m. and reconvened at 10:43 a.m.

PUBLIC HEARING: ANOKA-WASHINGTON JUDICIAL DITCH 3 (AWJD3) DRAINAGE SYSTEM PARTIAL ABANDONMENT & REALIGNMENT PETITION

President Bradley read aloud a statement explaining the purpose of the public hearing related to the petition received regarding consideration of a partial abandonment and realignment of AWJD 3.

District Attorney Kolb explained that the petition received by the District was dated August 14, 2026, and was filed pursuant to Statute 130E.227 and 130E.806. He stated that within the petition, the petitioner acknowledged that they are responsible for construction costs of any modifications that are authorized and for all costs related to the proceedings. He noted that the drainage authority met on August 24, 2026, and received the petition and directed the District Engineer to prepare a report addressing the decision criteria found in the Statutes. He stated that District Engineer Otterness had filed his report of findings on September 16, 2026, and the Board had authorized setting the public hearing date and providing notice. He explained that the standard of decision was the same as it was for the last public hearing on today's agenda. He noted that the District had sent the required notices, which could be found on page 31 of the meeting packet materials.

District Engineer Otterness gave a brief presentation on the petition for the realignment/abandonment of AWJD 3. He reviewed the basis for review, site location, the location of the proposed realignment, details about the purpose of the realignment, effects of the realignment, and other regulatory approvals that will be required. He stated that the Engineer concluded that the proposed realignment and partial abandonment will not impair the utility of the system or deprive landowners of benefit and would recommend approval subject to

the following conditions: realignment contingent upon approval of Frenchman Village under RCWD Rule I; petitioners shall notify District staff prior to ditch realignment and coordinate access for inspection; and plans shall provide an 'as-built' drawing upon completion.

Warren Tracy, Maplewood Development, stated that there are a lot of constraints on the site that have essentially forced this relocation. He noted that District staff and their consultants have been a pleasure to work with on this project.

Manager Waller asked what they were planning to do next to the ditch right-of-way and noted that he hoped they weren't planning to put buildings right next to it.

Mr. Tracy explained that they were planning for a public park area and compensatory ponding.

Manager Waller pointed out the portion of the map that had a blue line and explained that was the area he was concerned about near the railroad.

Mr. Tracy stated that area would be a mix of medium-density townhomes and the City of Hugo's downtown commercial plans. He stated that there would be a road along the alignment that accesses the area and clarified that there would not be any homes fronting the ditch.

Manager Waller stated that this was a very important drainage area east of Highway 61, but was also an important junction area for things north of Frenchman's Drive. He stated that he wanted to mention this to Mr. Tracy so he understood the importance of the area where many branches come together.

President Bradley invited the public to address the Board. There were no public comments.

Motion by Manager Waller, seconded by Manager Bradley, to close the public comment portion of the public hearing. Upon a roll call vote, the motion carried 5-0.

Motion by Manager Waller, seconded by Manager Bradley, to adopt Resolution 2026-14 Findings And Order Granting Petition To Realign Drainage System Waters And Partially Abandon A Portion Of Anoka/Washington Judicial Ditch 3, Branch 2

Therefore, based on the foregoing findings, the Board makes the following:

ORDER

A. The SPQR Hugo, LLC to realign drainage system waters is granted, subject to all conditions stated in this Order.

B. The original drainage system records shall be modified to reflect the partial abandonment of the drainage system authorized herein and as described in the project concept plans and engineer's report of findings.

C. The Drainage Authority shall have jurisdiction over and shall be responsible for inspecting, maintaining, and repairing all portions of AWJD 3, Branch 2 remaining or modified as authorized herein.

D. Petitioner and future owners of properties underlying the Petitioner's Project shall be solely responsible for the routine inspection, maintenance, and repair of the Petitioner's proposed Project.

E. Petitioner shall protect the outlets for the project and is prohibited from modifying or allowing any outlet to be modified in any way that would adversely impact lands upstream in the drainage system.

F. This Order is contingent upon the following additional conditions:

a. Partial abandonment and realignment shall be contingent upon approval of a Rice Creek Watershed District permit for the Frenchman Village development under RCWD Rule I.

b. Petitioner shall notify Drainage Authority staff prior to the start of construction of the ditch realignment and coordinate access for inspection of the ditch construction.

c. Petitioner shall provide the Drainage Authority with record (as-built) drawings of the realigned ditch, new culverts (including those proposed on other branches of AWJD3) and surface water outlets into AWJD 3.

President Bradley referenced page 58 of the packet materials and asked about the items that were highlighted.

District Attorney Kolb explained that in paragraph 14, he wanted to ensure the Board was satisfied with how the public comments were handled and read aloud the language in this paragraph. He stated that for paragraph 15, the carets could be taken off this paragraph and include this item as proposed because it addressed the specific requirements, in case there is some change as to impacts to adjacent properties. He stated that for paragraph 16, there was an open caret and suggested that they complete that sentence by saying, "…that the partial abandonment as described herein will be of public and private benefit by allowing more efficient use of the subject property." He stated that if this clarification was okay with the motion maker and seconded, he would suggest this language be inserted into the final findings.

President Bradley asked if any written comments had been received.

Drainage & Facilities Manager Schmidt stated that the District had not received any written comments or phone calls.

President Bradley stated that for paragraph 14, he would state that no comments were submitted and read aloud his proposed language for this item to state, "During the public

hearing, the Board President called for comments from the public and no comments were submitted." He noted that the second sentence in the paragraph could be left in as it was written.

Motion by Manager Bradley, seconded by Manager Waller, to approve the language amendments to items 14, 15, and 16, as discussed. Upon a roll call vote, the motion carried 5-0.

ROLL CALL:
Manager Bradley – Aye
Manager Hegland - Aye
Manager Robertson – Aye
Manager Waller – Aye
Manager Weinandt – Aye
Motion carried 5-0.

ITEMS REQUIRING BOARD ACTION

1. Moore Lake Feasibility Grant Amendment

Project Manager Oknich explained that the District had been asked by the MPCA if they would be interested in more money to investigate opportunities for stormwater Best Management Practices (BMPs) in the Moore Lake sub-watershed. She noted that the District had received a grant in 2025 and briefly explained why there were leftover funds that could be used in addition to the initial grant funding.

Manager Weinandt stated that she wanted to be clear that this was federal Environmental Protection Agency money that flows through the state's Minnesota Pollution Control Agency. She explained that this was a competitive grant process that the District had received. She asked if this was a project that the District had already planned to do whether or not the District received grant funding.

Administrator Tomczik stated that the District had planned to do this project regardless of the grant funding.

Manager Weinandt noted that this was another example of how the District received money from another grant source for a project that they had already indicated was on its calendar.

Motion by Manager Weinandt, seconded by Manager Robertson, to approve the Sewer Overflow and Stormwater Reuse Municipal Grants Program grant in an amended amount of $84,695.58 and further authorize the District Administrator to sign the agreement, upon advice of counsel. Upon a roll call vote, the motion carried 5-0.

Motion by Manager Weinandt, seconded by Manager Robertson, to approve the amended Houston Engineering Incorporated change in scope of services agreement in

a total amount not to exceed $90,000 and further authorize the administrator to sign. Upon a roll call vote, the motion carried 5-0.

2. 2024 Stormwater Management Grant Extension, City of White Bear Township – Bellaire Ave Storm Pond

Watershed Technician/Inspector Roach gave an overview of the extension request the District had received from White Bear Township for the 2024 Stormwater Management Grant. He stated that White Bear Township has had some delays in construction and has asked for a one-month extension of the deadline from October 30, 2026, to November 30, 2026.

Motion by Manager Robertson, seconded by Manager Bradley, to amend the 2024 Stormwater Management Grant Agreement between Rice Creek Watershed District and the City of White Bear Township by amending the construction completion deadline to November 30, 2026, and delegate signature authority of the extension memo to the District Administrator. Upon a roll call vote, the motion carried 5-0.

3. Anoka County Ditch 10-22-32–Petition for the Partial Abandonment and Realignment of Branch 3

Drainage & Facilities Manager Schmidt explained that the District had received a petition for a partial abandonment and realignment of ACD 10-22-32, Branch 3. He noted that this branch was not directly related to the other areas of ACD 10-22-32 that the District had been dealing with in the recent past, but is located within the same system.

Manager Robertson suggested that the Board put a pin in this request until they have the broader discussion on this corridor. She stated that she believed there was already a plan to discuss this corridor at a November Work Session meeting and asked if the District had a specific timeline to respond to this type of petition. She stated that if there was not a legal timeline to move this forward, she strongly suggested that the Board not do anything with this petition until the Board is able to have a thorough conversation about ACD 10-22-32. She noted that she felt this may be very similar to the first public hearing item from today's meeting, where they heard from property owners outside of the project area that may have impact from this proposed change.

District Attorney Kolb explained that the Board did not have a timeline issue for this action and noted that this was not subject to Statute 15.99. He stated that if the Board believed that it would be beneficial to take more time, given other things that were occurring, they could defer action on this request to a different meeting. He explained that they could take this action by either tabling or deferring it.

Manager Waller gave the example of the Board accepting the petition and asked if there was a timeline that arose for the Board to take action on the petition once it was accepted.

District Attorney Kolb stated that there would also not be a timeline from the scenario described by Manager Waller.

Motion by Manager Robertson, seconded by Manager Waller, to defer action on adopting Resolution 2026-13 accepting the petition for partial abandonment and realignment of ACD 10-22-32, Branch 3.

District Engineer Otterness noted that this development had submitted a permit request to the District, which does have the Statute 15.99 timeline requirements.

President Bradley asked how long it would take District Engineer Otterness to get to the normal next stage of filing a report on this request.

District Engineer Otterness stated that after reviewing the material provided, there is a substantial amount of information that will be required from the petitioner. He stated that he would not anticipate a report coming from him anytime soon after acceptance of the petition. He noted that the earliest there could be an engineer's report would most likely be the December Board meeting, but that would depend on how quickly the petitioner can get him the additional information he needs.

Manager Weinandt clarified that the applicant has already submitted a permit for the development, which means they are subject to Rule I.

District Engineer Otterness clarified that they were subject to all of the Rules.

President Bradley stated that he was sympathetic to the notion of not sending mixed messages shared by Manager Robertson, but one of the District's messages was that they were open for business, and he wasn't sure that the motion on the table was the best they could do.

Manager Robertson explained that she felt it was the best they could do and asked if the application for this project had been made to the City of Lino Lakes for formal review, or if it was part of the pre-application process with the District for permitting. She noted that Lino Lakes is very averse to housing development, so she felt it would be very interesting to see how this played out on the City of Lino Lakes side. She explained that was also why she wasn't feeling that the Board needed to rush through this so they don't stall the process, because she suspected the City's process may stall it on its own.

Regulatory Manager Hughes stated that the applicant had filed for a permit with the District, but wasn't sure if they had filed one with the City of Lino Lakes. He noted that the earliest the application would come before the Board would be the December 9, 2026 Board meeting and explained that he also anticipated that there may be a lot of public comment on this proposal.

Manager Waller stated that this piece of property was just west of 4th Avenue, north of County Road 14, and asked if it had a drainage impact on anything north of it.

Drainage and Facilities Manager Schmidt explained that this branch drains along the road ditch of Main Street to the east and then goes south under the main crossing at the main trunk.

President Bradley stated that he would vote in favor of the motion on the table if the Board set a specific time to bring it back for Board consideration, such as December 9, 2026.

Amended motion by Manager Bradley, amended second by Manager Robertson, to add language to the motion on the table that this item be brought back for Board consideration at the December 9, 2026, meeting. Upon a roll call vote, the motion carried 5-0.

ROLL CALL:
Manager Bradley – Aye
Manager Hegland - Aye
Manager Robertson – Aye
Manager Waller – Aye
Manager Weinandt – Aye
Motion carried 5-0.

4. Check Register Dated October 28, 2026, in the Amount of $367,572.51 and October Interim Financial Statements Prepared by Redpath and Company

Motion by Manager Weinandt, seconded by* Manager Bradley, *to approve check register Dated October 28, 2026, in the Amount of $367,572.51 and October Interim Financial Statements prepared by Redpath and Company. Upon a roll call vote, the motion carried 5-0.

ITEMS FOR DISCUSSION AND INFORMATION

1. Staff Reports

Manager Weinandt asked Administrator Tomczik to give a brief report on how many staff members attended the Water Resources Conference and noted that the District handled two presentations.

Administrator Tomczik stated that 3 staff members presented at the Water Resources Conference regarding GIS matters and Iron Enhanced Sand Filters.

2. November Calendar

Manager Weinandt stated that she will attend the Minnesota Watersheds meeting and would be able to attend the Citizens Advisory Committee (CAC) meeting.

President Bradley explained that he could switch dates with Manager Weinandt for attendance at the CAC meeting. He noted that he did not believe that Manager Hegland would have to drive back and forth to attend the Minnesota Watersheds meeting because they would already have a quorum.

Manager Hegland stated that it would be fine with her, but explained that she had been willing to make the drive because there wasn't a Zoom option for attendance.

Manager Weinandt noted that the District wasn't pushing any specific issues this year, so she agreed that Manager Hegland would not need to make the drive to the meeting.

Administrator Tomczik reminded the Board that November and December had curtailed meeting schedules for the Board and would only hold workshop and one meeting per month.

3. Administrator Updates

Administrator Tomczik stated that he attended the Minnesota Metro Watersheds meeting last week and noted that the Watershed received an award from the Minnesota Nursery & Landscape Association for Partner of the Year for stormwater reuse. He reviewed the legislative platforms that were brought forward by the Watershed. He noted that the Met Council was having its subregional conversations regarding priorities. He stated that the DNR had engaged the District to let them know that they are working with Anoka County on its public waters inventory project to ensure the accuracy of the map.

4. Manager Updates

Manager Waller attended the Minnesota Metro MAWD meeting and gave a brief overview of the presentations that were given.

Manager Weinandt stated that she stopped at the Blaine Anoka County Library at Northtown to see the We Are Water exhibit and encouraged others to take the time to check it out.

Manager Hegland noted that next year's Minnesota Watersheds Summer Conference would be hosted by the Minnehaha Watershed District. She noted that the Met Council had reported that they would pull part of their sustainability funds to support stormwater reuse grants.

President Bradley stated that he had attended the Bald Eagle Area Association meeting last week and commended Lake & Stream Manager Kocian for being a great envoy for the District.

Manager Weinandt reminded President Bradley that the District had received an evaluation in an email.

District Attorney Kolb stated that similar to last year, the District had sent out, by email yesterday, and had provided to Manager Waller a hard copy, copies of the Administrator's self-evaluation, the job and duties description, and also a form fillable document for the Managers to fill in their evaluation of Administrator Tomczik. He explained that this information would be compiled and provided to President Bradley and noted that they will not attribute the Board's specific comments unless they indicate that they can be shared with the Administrator. He asked that the Board take time to fill in the evaluation and send it back in a timely manner.

Manager Robertson stated that the statement 'in a timely manner' was subjective and asked when the Board needed to turn in the evaluation forms.

District Attorney Kolb asked that the Board have the evaluation forms turned in by Wednesday, November 4, 2026.

ADJOURNMENT

Motion by Manager Robertson, seconded by Manager Bradley, to adjourn the meeting at 11:51 a.m. Upon a roll-call vote, the motion carried 5-0.

CONSENT AGENDA

The following items will be acted upon without discussion in accordance with the staff recommendation and associated documentation unless a Manager or another interested person requests opportunity for discussion:

Table of Contents-Permit Applications Requiring Board Action

No.	Applicant	Location	Plan Type	Recommendation
26-093	As-Suffah Islamic Center	Blaine	Final Site Drainage Plan	CAPROC 3 items
26-099	Protofab Holding, LLC	Blaine	Final Site Drainage Plan	CAPROC 3 items

It was moved by Manager _____ and seconded by Manager _____, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD District Engineer's Findings and Recommendations, dated November 3, 2026.

RICE CREEK WATERSHED DISTRICT
CONSENT AGENDA

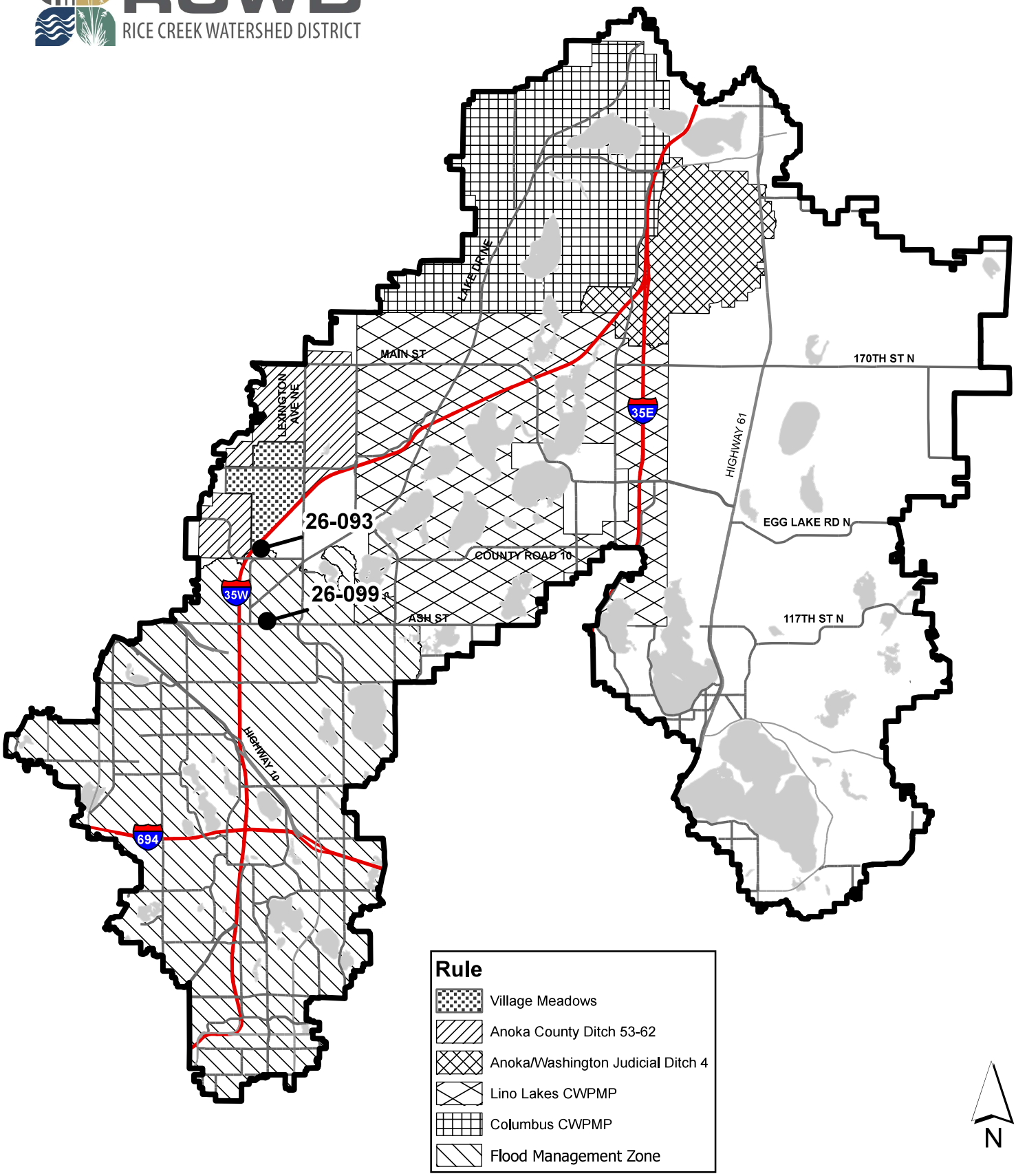
November 10, 2026

It was moved by _____ and seconded by _____ to Approve, Conditionally Approve Pending Receipt Of Changes, or Deny, the Permit Application noted in the following Table of Contents, in accordance with the District Engineer's Findings and Recommendations, as contained in the Engineer's Findings and Recommendations, as contained in the Engineer's Reports dated November 3, 2026.

TABLE OF CONTENTS

Permit Application Number	Applicant	Page	Recommendation
Permit Locations Map		24	
26-093	As-Suffah Islamic Center	25	CAPROC
26-099	Protofab Holding, LLC	30	CAPROC

RCWD
RICE CREEK WATERSHED DISTRICT



Permit Reviews
11/10/2026 Agenda

HOUSTON engineering, inc.

RICE CREEK WATERSHED DISTRICT

WORKING DOCUMENT: This Engineer's report is a draft or working document of RCWD staff and does not necessarily reflect action by the RCWD Board of Managers.

Permit Application Number: 26-093
Permit Application Name: As-Suffah Academy Addition

Applicant/Landowner:

As-Suffah Islamic Center
Attn: Mohammed Mohiuddin
3629 95th Ave NE
Circle Pines, MN 55014
Ph: 763-438-0226
m.mohiuddin@as-suffahmn.com

Permit Contact:

Novarum Development Partners
Attn: Faraaz Yussuf
3629 95th Ave NE
Blaine, MN 55014
Ph: 651-497-7937
faraaz@novarumdev.com

Civil Site Group
Attn: Anders Melby
5000 Glenwood Avenue
Golden Valley, MN 55422
Ph: 612-615-0060
amelby@civilsitegroup.com

Project Name: As-Suffah Academy Addition

Purpose: FSD – Final Site Drainage; Construction of approximately 10,000 SF building addition, removal of existing pavement and other minor site work

Site Size: 3.7± acre parcel / 0.7 ± acres of disturbed area; existing and proposed impervious areas within the project limits are 0.52 ± acres and 0.32 ± acres, respectively

Location: 3629 95th Ave NE, Blaine

T-R-S: SW ¼, Section 26, T31N, R23W

District Rule: C, D

Recommendation: CAPROC

It is recommended that this Permit Application be given Conditional Approval Pending Receipt of Changes (CAPROC) and outstanding items related to the following items:

Conditions to be Met Before Permit Issuance:

Rule D – Erosion and Sediment Control

1. Submit the following information per Rule D.4:

   (c) Name, address and phone number of party responsible for maintenance of all erosion and sediment control measures.

Administrative

2. Email one final, signed full-sized pdf of the construction plan set. Include a list of stormwater changes that have been made since approval by the RCWD Board. Final plans must include the following:

   - Ensure the vertical datum is labeled.
   - Ensure impervious numbers are updated on sheet C2.0.

3. The applicant must submit a cash surety of $1,000 along with an original executed escrow agreement acceptable to the District. If the applicant desires an original copy for their records, then two original signed escrow agreements should be submitted. The surety is based on $1,000 for 0.7 acres of disturbance.

Stipulations: None.

Exhibits:

1. Preliminary plan set containing 15 sheets dated 9-30-2026 and received 10-9-2026
2. Updated MS4 Permit application receipt, received 10-21-2026
3. Stormwater Calculations, dated 9-30-2026 and received 10-9-2026, containing narrative, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions, Geotechnical Report (dated 9-14-2026)
4. Impervious number clarification email, received 10-29-2026.
5. Updated existing conditions drainage map,
6. Permit 06-035

Findings:

1. Description – The project proposes to construct a 10,000 SF building addition, replacement of parking with athletic turf, and other minor site work on a 3.7± acre parcel located in Blaine. The project will decrease the impervious area within the project limits from 0.52± acres to 0.32± acres and disturb 0.7± acres overall. Drainage from the project flows to an existing stormwater pond (constructed under permit 06-035) and then south through a wetland complex to ARJD 1 Br. 2, to Rice Creek, and ultimately Long Lake, the Resource of Concern. The applicant has submitted a $3,000 application fee for a Rule C permit creating less than 5 acres of new and/or reconstructed impervious surface.
2. Stormwater – The applicant is using the BMPs as described below for the project:

Existing BMP Description	Location	NURP requirement	Volume provided	EOF
SE NURP pond (P-3)	Southeast of project	3.982 AF	16.068 AF	NA -Offside
SW NURP pond (P-4)	Southwest of project	0.824 AF	6.310 AF	NA -Offside

Soils on site are primarily HSG A consisting of poorly graded sands (SP). Infiltration is not considered feasible due to a high groundwater table and the existing NURP ponds are acceptable to meet the water quality requirement. The new/reconstructed impervious area is 0.3± acres. Per Rule C.6(c)(1), the Water Quality requirement is governed by the NURP sizing requirement of run-off volume from the 2.5-inch rainfall event over the contributing area to the pond.

The pond sizing, outlets and overflows were designed consistently with the criteria of Rule C.9(d). The applicant has treated 100% of the required impervious area. Additional TSS removal is not required. The applicant has met all the Water Quality requirements of Rule C.6 and the design criteria of Rule C.9(d).

Rate Control Table

Point of Discharge	2-year (cfs)		10-year (cfs)		100-year (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
West	0.0	0.0	0.0	0.0	0.1	0.0
Southeast	1.4	0.9	2.1	1.3	3.7	2.4
Southwest	0.5	0.5	0.7	0.7	1.3	1.3
Totals	1.9	1.4	2.8	2.0	5.0	3.7
80% of existing	1.5		2.2		4.0	

The project is located within the Flood Management Zone. The applicant has complied with the rate control requirements of Rule C.7.

The applicant has complied with the freeboard requirements of Rule C.9(h).

3. Wetlands – There are no wetlands located within the project area.
4. Floodplain – The site is not in a regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include silt fence/bio-rolls, rock construction entrance, and inlet protection. The project will disturb less than 1 acre; neither an NPDES permit nor a SWPPP is required. However a SWPPP is provided on plan sheets SW1.0-SW1.3. The information listed under the Rule D – Erosion and Sediment Control section above must be submitted. Otherwise, the project complies with RCWD Rule D requirements. The project does not flow to a nutrient impaired water (within 1 mile).
6. Regional Conveyances – Rule G is not applicable.
7. Public Drainage Systems – Rule I is not applicable.
8. Documenting Easements and Maintenance Obligations – Acceptable easement and maintenance declarations were received under permit 06-035.
9. Previous Permit Information – The BMPs were constructed under permit 06-035. Pre-application information is located under 25-206R.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the state of Minnesota.

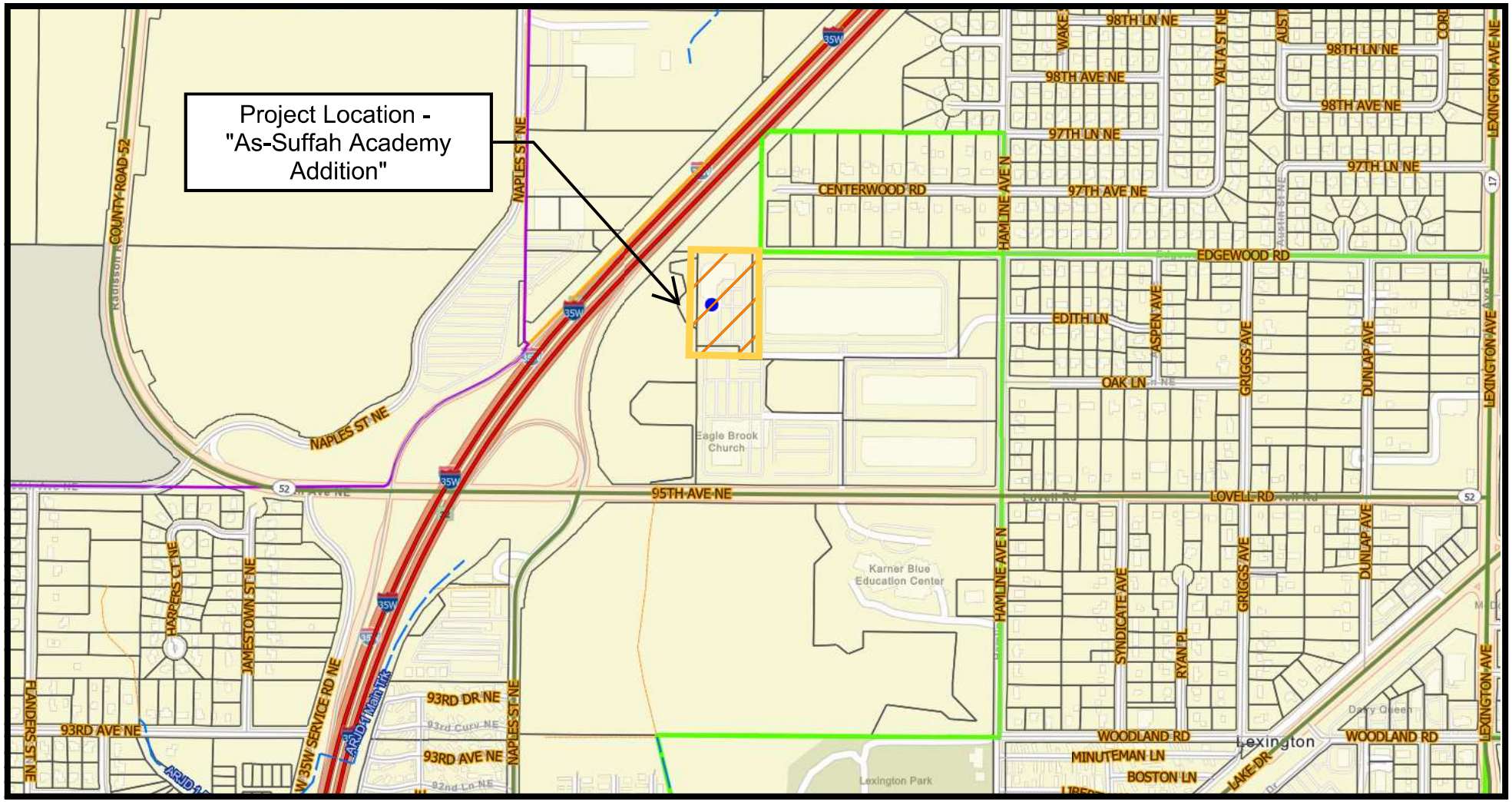
K. MacDonald 11/03/2026

Katherine MacDonald, MN Reg. No 44590

Greg Bowles 11/03/2026

Greg Bowles, MN Reg. No 41929

RCWD Permit File #26-093



Legend

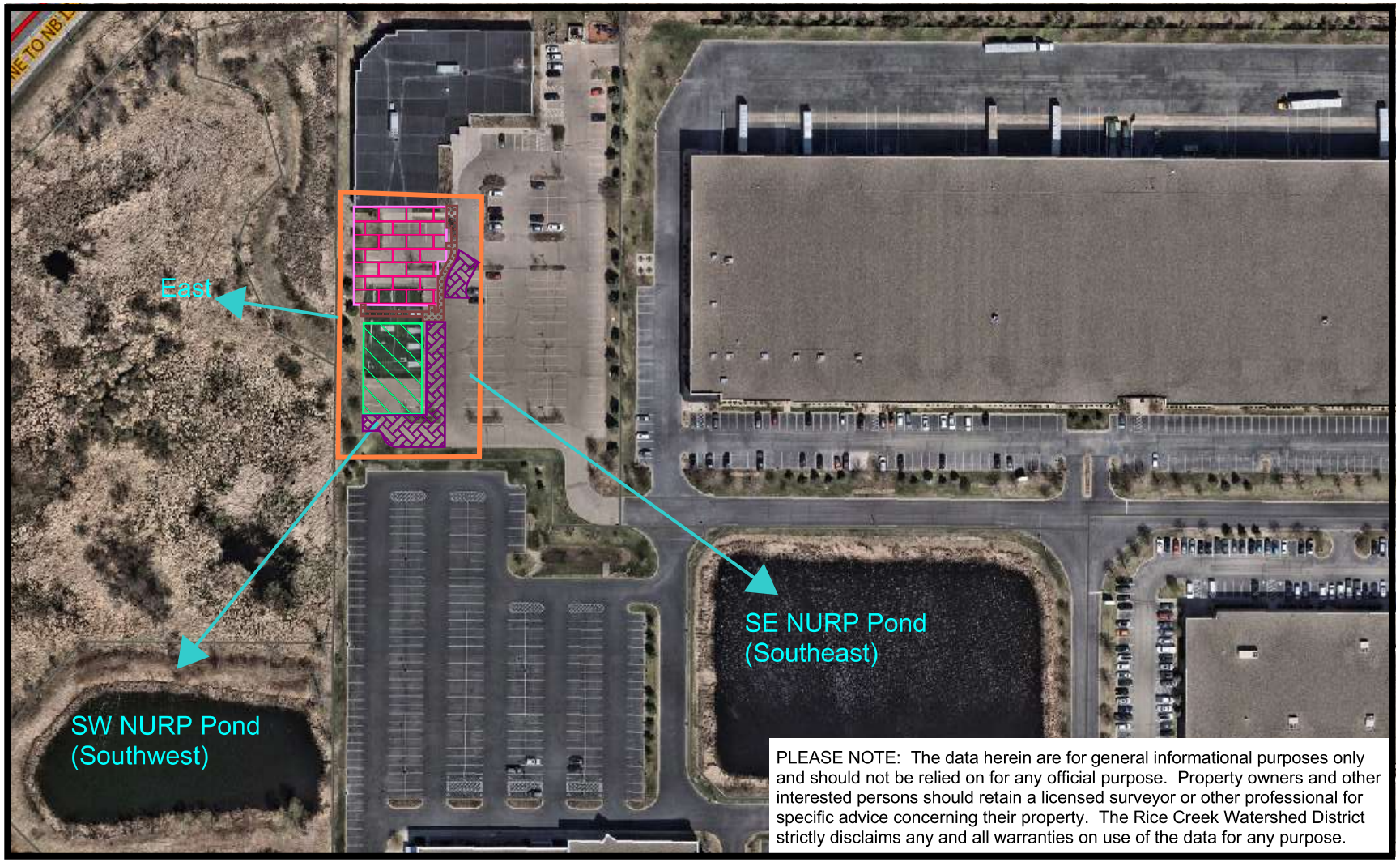
Project Location

Public Ditch - Open Channel

Private Ditch

N

RCWD Permit File #26-093



Legend

- Project Location
- Artificial Turf
- Building Addition
- Parking Lot reconstruction
- Sidewalk
- Drainage Arrow

N

RICE CREEK WATERSHED DISTRICT

WORKING DOCUMENT: This Engineer's report is a draft or working document of RCWD staff and does not necessarily reflect action by the RCWD Board of Managers.

Permit Application Number: 26-099
Permit Application Name: Profab Addition

Applicant/Landowner:

Protofab Holding, LLC
Attn: John Nelson
10004 Goodhue St NE
Blaine, MN 55449
Ph: 763-792-4018
jnelson@protofabengineering.com

Permit Contact:

Plowe Engineering, Inc.
Attn: Mohammad Abughazleh
6776 Lake Drive Suite 110
Lino Lakes, MN 55014
Ph: 651-361-8237
moe@plowe.com

Classic Construction
Attn: Kristin Erickson
18542 Ulysses Street NE
East Bethel, MN 55011
Ph: 763-434-8870
Fx: 763-434-7120
kristin@classicconstructioninc.com

Project Name: Profab Addition

Purpose: FSD – Final Site Drainage; Building addition

Site Size: 5.43± acre parcel / 0.63 ± acres of disturbed area; existing and proposed impervious areas are 4.05 ± acres and 4.07 ± acres, respectively

Location: 3601 85th Ave NE

T-R-S: SW ¼, Section 35, T31N, R23W

District Rule: C, D

Recommendation: CAPROC

It is recommended that this Permit Application be given Conditional Approval Pending Receipt of Changes (CAPROC) and outstanding items related to the following items:

Conditions to be Met Before Permit Issuance:

Rule D – Erosion and Sediment Control

1. Submit the following information per Rule D.4:

   (c) Name, address and phone number of party responsible for maintenance of all erosion and sediment control measures.

Administrative

2. Email one final, signed full-sized pdf of the construction plan set. Include a list of stormwater changes that have been made since approval by the RCWD Board.

3. The applicant must submit a cash surety of $1,000 along with an original executed escrow agreement acceptable to the District. If the applicant desires an original copy for their records, then two original signed escrow agreements should be submitted. The surety is based on $1,000 for 0.63 acres of disturbance.

Stipulations: None.

Exhibits:

1. Preliminary Plan set containing 6 sheets dated 10-06-2026 and received 10-19-2026
2. MS4 Permit application receipt, received 10-20-2026
3. Stormwater Calculations, dated 10-19-2026 and received 10-20-2026, containing narrative, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions
4. Permit files 18-062, and 25-013.

Findings:

1. Description – The project proposes to construct a building addition on a 5.4 ± acre parcel located in Blaine. The project will increase the impervious area from 4.05 ± acres to 4.07 ± acres and disturb 0.63 ± acres overall. Drainage patterns will remain unchanged, flowing to the property edge, and then around and north to ARJD 1 Branch 2 Lateral 1 and ultimately reaching Long Lake, the Resource of Concern. The applicant has submitted a $3,000 application fee for a Rule C permit creating less than 5 acres of new and/or reconstructed impervious surface.
2. Stormwater – The applicant is proposing the BMPs as described below for the project:

Existing BMP Description	Location	NURP requirement	As-built Volume provided	EOF
Existing NURP Basin (P1)	Western property line	32,805 CF	33,340 CF	907.9

Under permit 18-062, the applicant has identified the presence of soil contamination within or in the vicinity of the project site; therefore, infiltration is not considered feasible on site and a NURP pond is acceptable to meet the water quality requirements. The applicant has provided enough dead storage for 2.5 inches over the contributing area for full building out of the site (4.05 ± acres) which includes the original site construction under permit 18-062 and the proposed expansion.

The pond sizing, outlets and overflows are consistent with the design criteria of Rule C.9(d). The applicant has treated 87% of the required impervious area. Additional TSS removal is not practicable. The applicant has met all the Water Quality requirements of Rule C.6.

Rate Control Table

Drainage Area	2-year (cfs)		10-year (cfs)		100-year (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
To ARJD	10.4	6.3	17.5	9.6	34.0	16.2
80% of Existing	8.3		14.0		27.2	

The project is located within the Flood Management Zone. The applicant has complied with the rate control requirements of Rule C.7.

The applicant has complied with the freeboard requirements of Rule C.9(h).

3. Wetlands – A wetland delineation and no-loss request was originally submitted under Permit 18-062. The no-loss request was approved but the delineation was found to be incomplete, and the boundaries were never reviewed or approved. The new project will not impact the unapproved wetland boundaries from the 2018 application. Staff have reviewed potential wetland areas utilizing all desktop resources available and are comfortable that the project will not impact wetland.

4. Floodplain – The regulatory floodplain onsite is at an elevation of 904.98 NAVD 88 and is present on the northwest corner of the site. The applicant is not proposing any floodplain impacts.

5. Erosion Control – Proposed erosion control methods include silt fence, bio rolls, and erosion control blankets. The project will disturb less than 1 acre; neither an NPDES permit nor a SWPPP is required. The information listed under the Rule D – Erosion and Sediment Control section above must be submitted. Otherwise, the project complies with RCWD Rule D requirements. The project is within 1 mile of Rice Creek which is impaired for nutrients.

6. Regional Conveyances – Rule G is not applicable.

7. Public Drainage Systems – Rule I is not applicable.

8. Documenting Easements and Maintenance Obligations – An easement was not required, and an acceptable maintenance declaration was received under permit 18-062.

9. Previous Permit Information – The original site and NURP Pond were constructed under permit 18-062. Then permit 25-013 included parking additions.

I assisted in the preparation of this report under the supervision of the District Engineer.



11/03/2026

Rachel Boehme, EIT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the state of Minnesota.

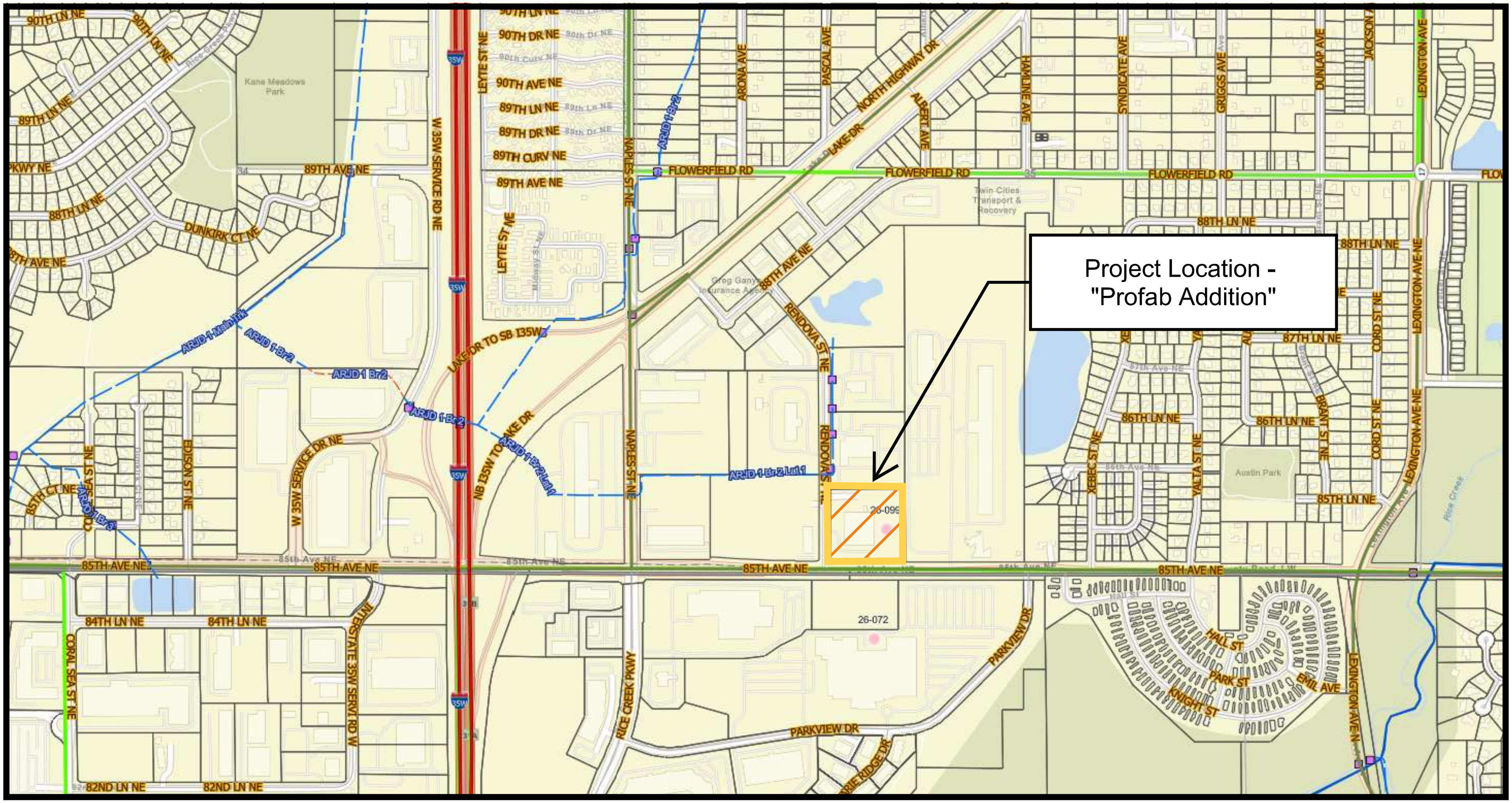


11/03/2026

Katherine MacDonald, MN Reg. No 44590

RCWD
RICE CREEK WATERSHED DISTRICT

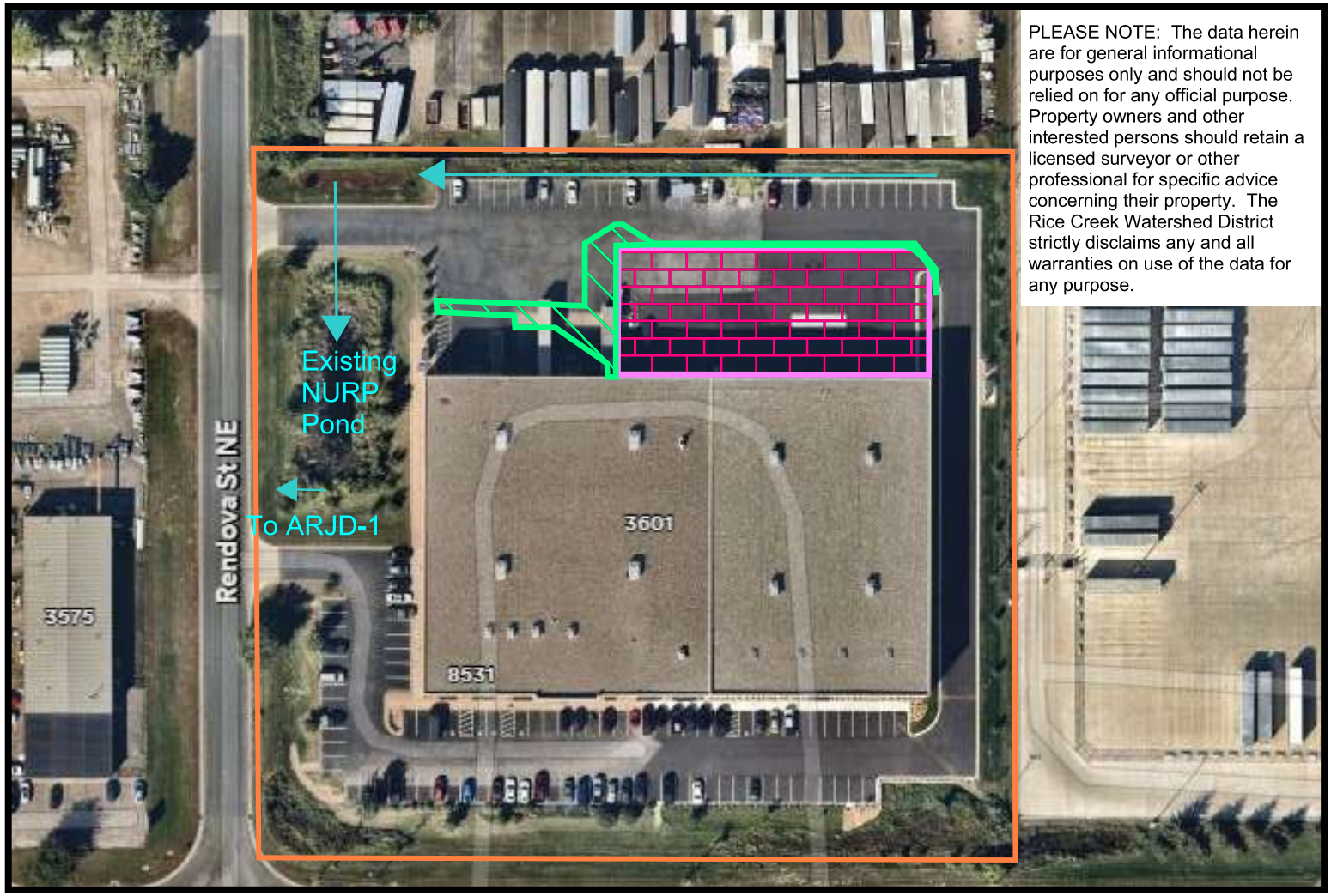
RCWD Permit File #26-099



Legend

Project Location
Public Ditch - Open Channel
Public Waterway

RCWD Permit File #26-099



PLEASE NOTE: The data herein are for general informational purposes only and should not be relied on for any official purpose. Property owners and other interested persons should retain a licensed surveyor or other professional for specific advice concerning their property. The Rice Creek Watershed District strictly disclaims any and all warranties on use of the data for any purpose.

Legend

- Project Location
- Bituminous Reconstruction
- Building Addition
- Drainage Arrow

N

Water Quality Grant Program Cost Share Application (Molly Nelson)

No.	Applicant	Location	Project Type	Eligible Total Project Cost	Pollutant Reduction	Funding Recommendation
A26-04	Dahlen	Fridley	Streambank Restoration/ Stabilization	$66,995.00	Volume: 3,495 cu-ft/yr TSS: 23,300 lbs/yr TP: 11.75 lbs/yr	$30,000.00 not to exceed 50% of eligible project costs or up to $30,000.00.

It was moved by Manager _____ and seconded by Manager _____, to approve the consent agenda as outlined in the above Table of Contents in accordance with RCWD Outreach and Grants Technician's Recommendations, dated November 4, 2026.

MEMORANDUM
Rice Creek Watershed District

Date: November 4th, 2026

To: RCWD Board of Managers

From: Molly Nelson, Outreach and Grants Technician

Subject: A26-04 Dahlen Streambank Restoration/ Stablization Application

Introduction

A26-04 Dahlen Streambank Restoration/Stabilization

- Applicant: Dahlen, Residential
- Location: 580 69th Ave NE, Fridley
- Total Eligible Project Cost: $66,995.00
- RCWD Grant Recommendation: $30,000.00 (50%)

Background

The A26-04 Water Quality Grant application proposes a 375 linear feet streambank stabilization and a 1445 sq ft riparian buffer restoration. The project is on a residential property in the city of Fridley and stormwater runoff from the property and surrounding properties drain directly to the lower Rice Creek and ultimately to Locke Lake and the Mississippi River.

Outlined details of the project and the cost-share funding recommendation for this project are provided in the Anoka Conservation District (ACD) technical memo attached. ACD staff provided designs and cost-share recommendations which were reviewed and approved by RCWD staff. Due to the higher cost-share recommendation, ACD staff will provide a high-level presentation at the meeting. 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. Examples of past higher funding cost-share projects are the Miron Waste Storage Facility and the Presbyterian Church of the Way Raingarden Treatment Train.

The estimated pollutant reductions for the proposed project are:

- Water volume: 3,495 cu-ft/year
- Total suspended solids: 23,300 lbs/year
- Total phosphorus: 11.75 lbs/year

The applicant received 2 bids for the project:

- Element Landscaping, LLC: $66,995.00
- Gary Anderson Landscaping: $167,523.47

Staff Recommendation

Based on the submitted application and program guidelines, RCWD staff support the project award of $30,000.00 not to exceed 50% of eligible project expenses of $66,995.00 or $30,000.00, whichever is lower for Board consideration.

Request for Proposed Motion

Manager _____ moves to authorize the RCWD Board President, on advice of counsel, to approve the Water Quality Grant Contract for A26-04 of $30,000 not to exceed 50% of eligible project costs, whichever amount is lower, as outlined in the consent agenda and in accordance with the RCWD Staff's recommendation and established program guidelines.

Attachments

A26-04 application documents.

ANOKA CONSERVATION DISTRICT
1318 McKay Drive NE, Suite 300
Ham Lake, MN 55304
Phone: (763) 434-2030 Fax: (763) 434-2094
www.AnokaSWCD.org

MEMORANDUM

TO:	**RCWD Board of Managers and Citizen Advisory Committee**
FROM:	**Breanna Keith, Water Resource Specialist**
DATE:	**October 26, 2026**
SUBJECT:	**Water Quality Grant Program Application – Dahlen Streambank Restoration/ Stabilization, Rice Creek, Fridley**

The following summarizes the RCWD Water Quality Grant Program application to cost-share the installation of a streambank stabilization/ restoration project along approximately 300 linear feet of moderately to severely eroded streambank on Lower Rice Creek in Fridley. Project components include re-grading the bank to a stable slope, targeted and moderate placement of rock riprap, bioengineering using anchored brush bundles, and planting a dense and diverse buffer of native grasses, sedges, forbs, shrubs, and trees throughout. Further detail on these approaches is provided below and in the full project design. The landowners plan to hire a contractor to install the entire project as detailed in the design. Due to the anticipated installation cost and large quantity of water quality benefits it would provide directly to Lower Rice Creek and Locke Lake, we recommend that additional cost share be allocated to this project.

PROJECT DESCRIPTION

Lower Rice Creek experiences heavy sediment loading contributing to aquatic life impairments. This loading also contributes to sedimentation in Locke Lake. Streambank stabilization along Lower Rice Creek was identified by the RCWD 2020 Watershed Management Plan as the primary means to reduce sedimentation to Locke Lake and the associated frequency of dredging. Furthermore, because most of the land immediately surrounding Lower Rice Creek is in public ownership, this project offers a less common opportunity to address erosion and restore habitat on private property. The parcel within which this project is proposed contains more frontage along Lower Rice Creek than almost any other private property in this stretch.

There are multiple suspected drivers of current erosion within the project area. At a watershed level, this portion of Rice Creek tends to experience elevated erosion and stream widening due to (A) a steep channel gradient, and (B) flashy stormwater inputs from an urban drainage area with limited stormwater detention infrastructure. At a site-specific level, erosion is further exacerbated due to (A) the presence of sandy soils, (B) the steepness of the bank in its current condition, and (C) the lack of deep-rooted native vegetation throughout the bank due to a history of the previous landowners maintaining mowed turf grass to the bank's edge. Given the erosive forces at play, the proposed project elements would stabilize the toe of the bank most susceptible to erosion, providing an environment conducive to the re-establishment of deep-rooted native vegetation needed for long-term bank stability.

PROJECT DESIGN

For the most severely eroded section of the streambank, we recommend slightly re-grading the bank to a stable slope, installing moderate rock riprap along the base for toe stability, and planting a dense buffer of native vegetation above (including into the uppermost voids of rock to achieve vegetated riprap). For the moderately eroded section of the streambank, we recommend installing dense brush bundles along the base for toe stability, and planting a dense buffer of native vegetation throughout. In addition to providing stabilization benefits, the brush bundles and native vegetation also provide structure within which sediment can settle and accumulate, further contributing to sediment load reductions. Cumulatvely, the native buffer planting areas for this project would equal approximately 1,500 square feet.

ESTIMATED POLLUTANT REDUCTIONS

Pollutant reductions associated with direct shoreline erosion were estimated using the Wisconsin NRCS erosion calculator. Pollutant and volume reductions associated with filtration from the buffer planting were estimated using WinSLAMM modeling.

-Total Suspended Solids: 23,300 lbs/year

-Total Phosphorus: 11.75 lbs/ year

- Water Volume: 3,495 cubic feet/ year

ELIGIBLE EXPENSES AND REQUESTED FUNDING

The grant request outlined in this section is based on two quotes provided by Gary Anderson Landscaping and Element Landscaping. The landowner requested bids from multiple other contractors who ultimately did not respond. The landowner is expected to select the lowest-bidding contractor.

RCWD Water Quality Grant Program Summary

Contractor	Total Cost Estimate*	Max RCWD Grant Amount (50% up to $30,000) *	Landowner Responsibility	RCWD Grant Amount Recommended
Element Landscaping LLC	$66,995.00	$30,000	$36,995.00	**$30,000**
Gary Anderson Landscaping	$167,523.47	$30,000	$137,523.47	**N/A**

* *See notes below regarding request for additional cost share allocation to this project.*

Given the substantial water quality benefits that this project would provide to a high-priority stretch of Rice Creek and Locke Lake downstream, we recommend that additional cost share be allocated to this project. The requested increase still makes this project cost effective for pollutant reductions and therefore a good value per grant dollar spent. Furthermore, given the scale and cost of this project, increased cost share would significantly improve the financial feasibility of this project to these landowners. With $35,800 remaining in the Anoka County projects budget and no other applications for large projects anticipated in 2026, this action would not compromise the programs or other projects for the year.

ADDITIONAL STAFF NOTES

These landowners, who just recently purchased this property, are highly motivated to improve the condition of their streambank and, by extension, water quality in Rice Creek. Active erosion has been noticeable in short amount of time since they purchased the property, and the current condition of the

bank indicates many years' worth of moderate to severe erosion. They recognize that the history of the previous owners mowing to the water's edge partially contributed to this erosion, and are committed to re-establishing the deep-rooted vegetation needed for long-term stability. In addition to the water quality benefits that would be achieved through this project, over 300 linear feet of riparian habitat would also be created in the process. Increased cost share allocation is not only warranted from an environmental cost: benefit standpoint but would also significantly help advance the project by reducing financial strain to these landowners.

RECOMMENDATION

Approve Water Quality Grant Program application for cost-share up to $30,000.

SITE PICTURES

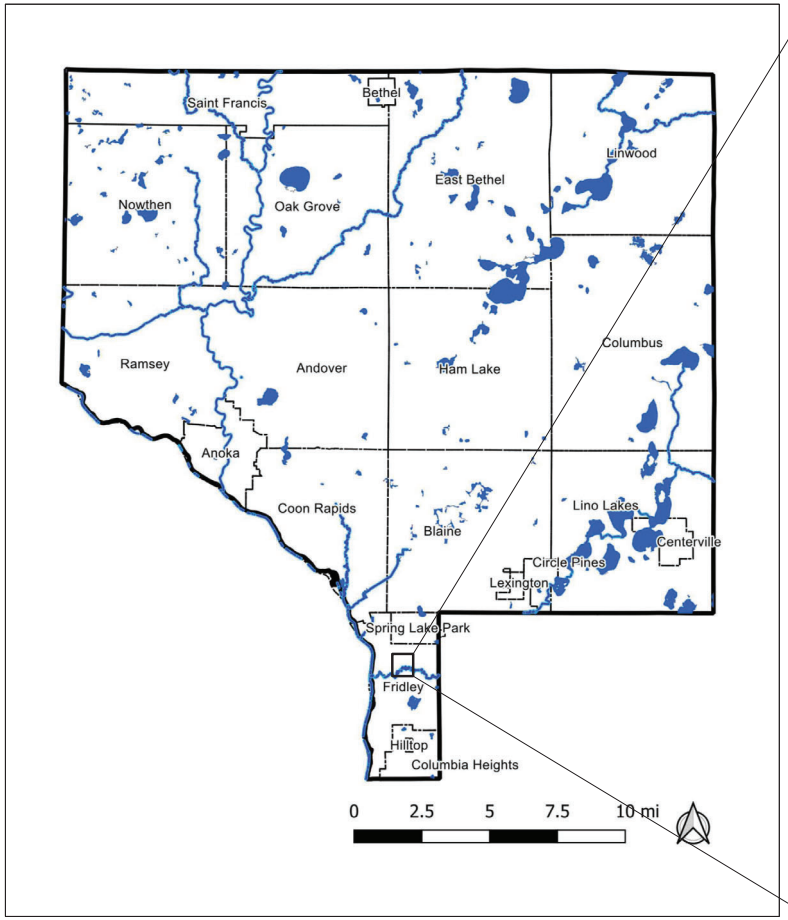
Figure 1: Current bank condition along the severely eroded stretch of streambank. Re-grading to a gradual slope, moderate rock riprap to stabilize/ protect the toe, and a buffer of deep-rooted native vegetation are proposed here.

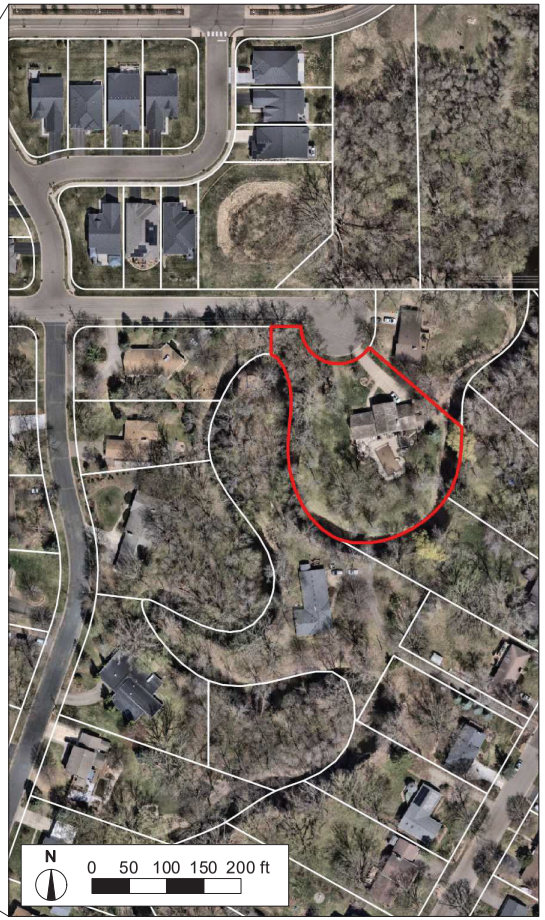


Figure 2: Current bank condition along the moderately eroded stretch of streambank. Anchored brush bundles to protect/stabilize the toe and a buffer of deep-rooted native vegetation throughout the bank are proposed here.



DAHLEN – 580 69TH AVE, FRIDLEY, MN
RICE CREEK STREAM STABILIZATON PROJECT





ANOKA COUNTY

PROJECT LOCATION

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE PAGE
2	EXISTING CONDITIONS
3	PROPOSED PROJECT
4	CROSS SECTIONS 1/3
5	CROSS SECTIONS 2/3
6	CROSS SECTIONS 3/3
7	BRUSH BUNDLE DETAILS
8	PLANTING PLAN
9	GENERAL NOTES
10	ESTIMATED MATERIAL QUANTITIES
11	TYPICAL DETAILS - FLOATING SILT CURTAIN
12	TYPICAL DETAILS - TEMPORARY EROSION CONTROL

REVISION HISTORY	
REVISION	REVISION SUMMARY
—	Initial Release

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PROJECT:
DAHLEN - RICE CREEK STREAM STABILIZATION
LOCATION:
580 69TH AVE NE
FRIDLEY, MN 55432
CLIENT:
CRAIG DAHLEN

DATE: JUNE, 2026
REVISION: --

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REVISION:

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DRAFT

BRIAN ROBERT CLARK, P.E.

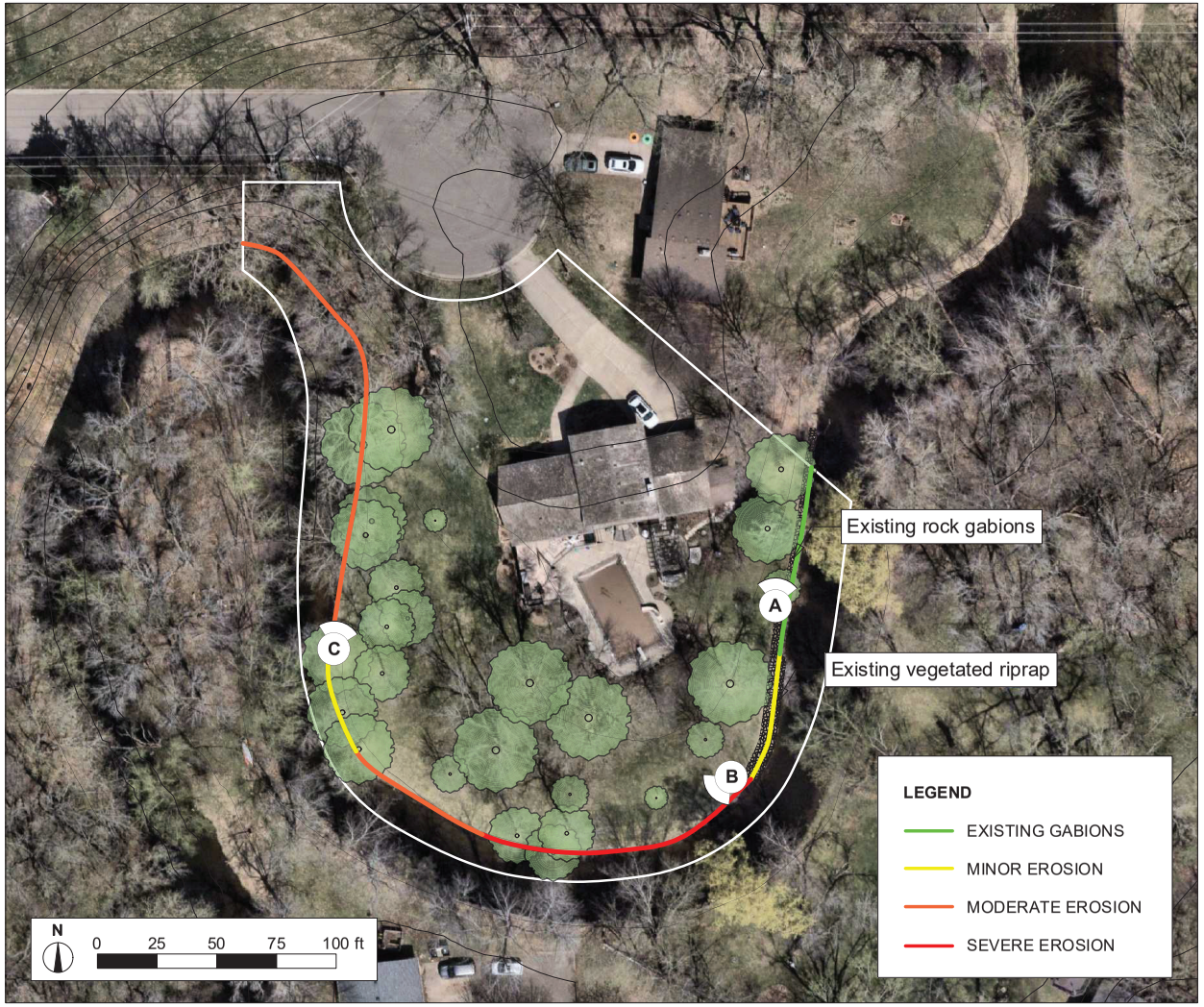
LIC. NO.: 60493
DATE:
DESIGNED BY: Breanna Keith
DRAWN BY: Brian Clark, P.E.
CHECKED BY: Brian Clark, P.E.

NOTES:
1. Contact Gopher One at least 48 hours prior to digging at 651-454-0002 to have utilities marked.
2. Follow design details. If there are issues or questions, contact the Anoka Conservation District (763-434-2030) prior to making any changes.

SCALE: SEE SCALE BARS

TITLE PAGE

SHEET 1/12



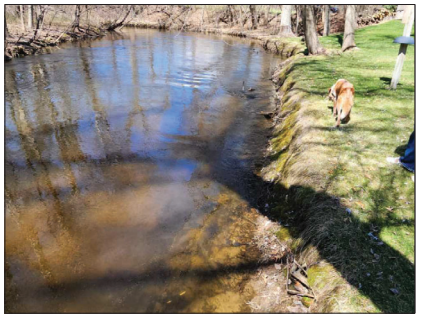
1 PLAN VIEW - EXISTING CONDITIONS
Scale: 1" = 50'-0"



A: Looking upstream at existing gabions



B: Looking downstream at severe erosion



C: Looking downstream at moderate erosion

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SCALE: SEE SCALE BARS

EXISTING CONDITIONS

SHEET 2/12

PROECT INTENT

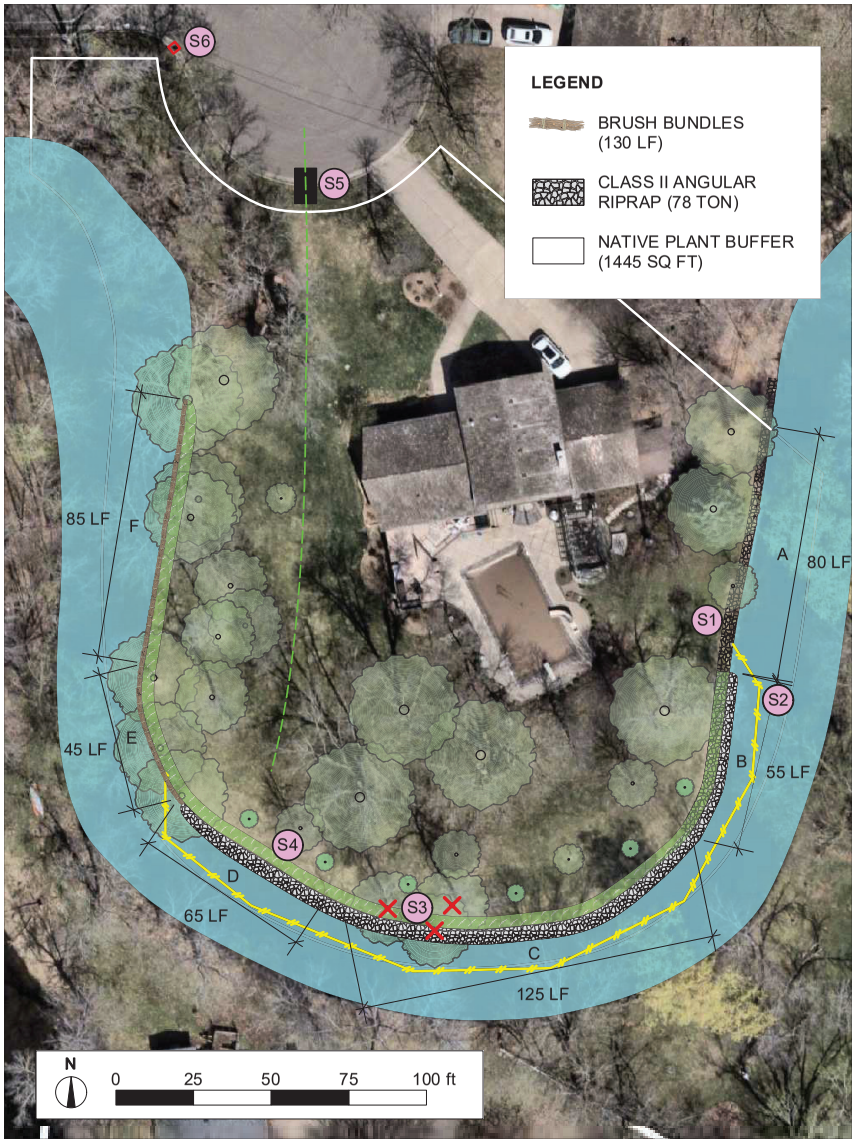
The intent of this project is to stabilize and protect the eroding streambank on the Dahlen residence property at 580 69th Ave NE, Fridley, MN. Currently, the majority of the streambank is experiencing moderate to severe erosion. This project will stabilize approximately 375 linear feet of streambank using Class II angular riprap, brush bundles, and a vegetated buffer consisting of native plants and shrubs. This project will provide water quality and habitat benefits to Rice Creek.

RECOMMENDED CONSTRUCTION SEQUENCE

1. Install temporary sediment control measures.
2. Mobilize via designated access.
3. Layout planting area and apply aquatic-safe herbicide.
4. Cut and remove stumps of existing trees and dispose off-site.
4. Regrade shoreline.
5. Excavate toe trench.
6. Lay Type 7 non-woven geotextile fabric in toe trench.
7. Install Class II angular riprap to design elevation.
8. Install brush bundles.
9. Seed and stabilize disturbed areas with erosion control blanket.
10. Plant and water native plants, shrubs, and trees per planting plan.
11. General site restoration (access paths, staging areas, distubed areas).
12. Remove temporary sediment control measures.

SPECIFIC NOTES

S1. Do not install supplemental riprap in areas where rock gabions are present.
S2. Install floating silt curtian. See SH11 for details.
S3. Cut and remove stumps of (3 ea) existing trees and dispose off-site.
S4. Minimize disturbance to existing trees within proximity to shoreline.
S5. Install a stabilized construction exit. See SH12 for details.
S6. Install an inlet protection device at catch basin. See SH12 for details.



2 PLAN VIEW - PROPOSED PROJECT
Scale: 1" = 40'-0"

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CLIENT:
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SCALE: SEE SCALE BARS

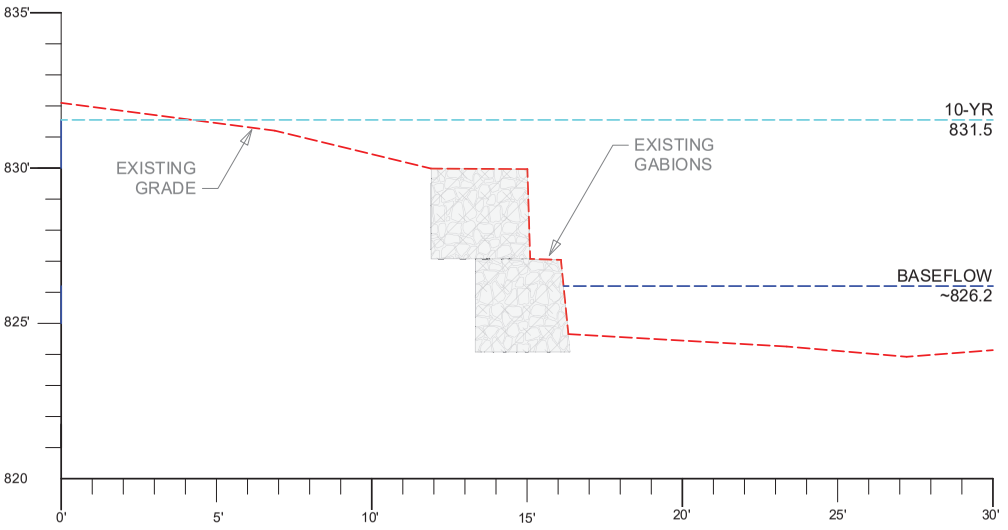
PROPOSED PROJECT

SHEET 3/12

SECTION A

No alterations will be made to this section.



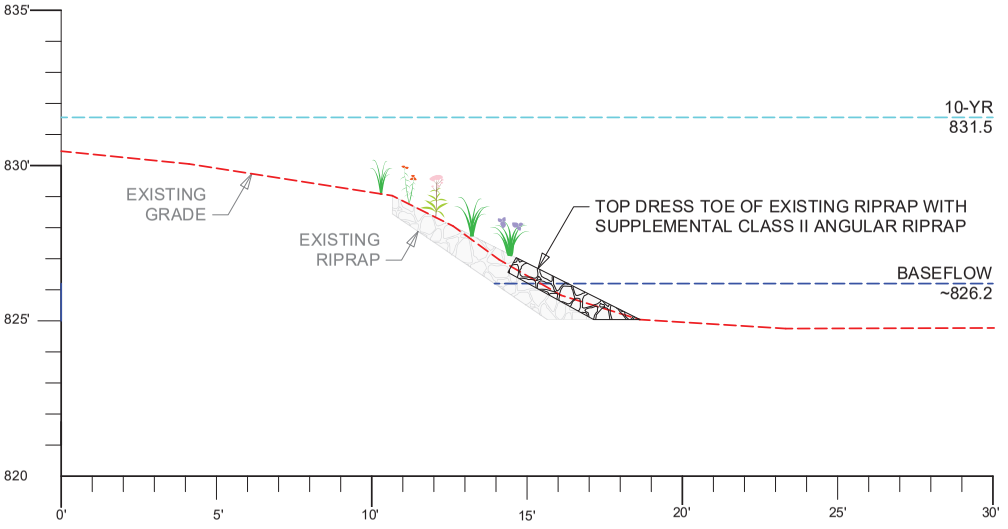


1 SECTION VIEW - CROSS SECTION A
Scale: 1/4" = 1'-0"

SECTION B

Top dress the toe of the existing riprap slope with supplemental Class II angular riprap. Plant a 4' wide native plant buffer within the existing vegetated riprap.





2 SECTION VIEW - CROSS SECTION B
Scale: 1/4" = 1'-0"

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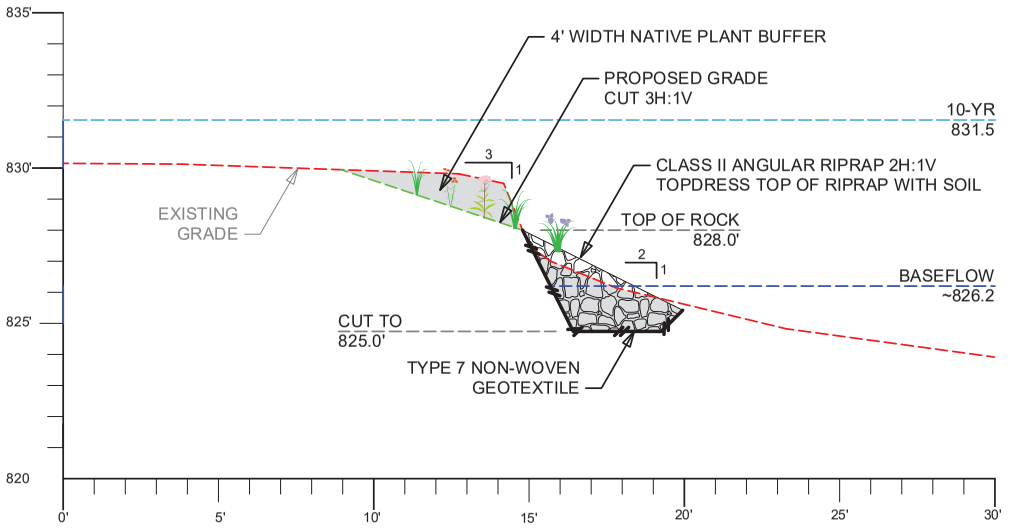
CROSS SECTIONS
1/3

SHEET 4/12

SECTION C

Install Class II angular riprap up to specified elevation and slope. Regrade existing grade at specified slope. Plant a 4' wide native plant buffer.



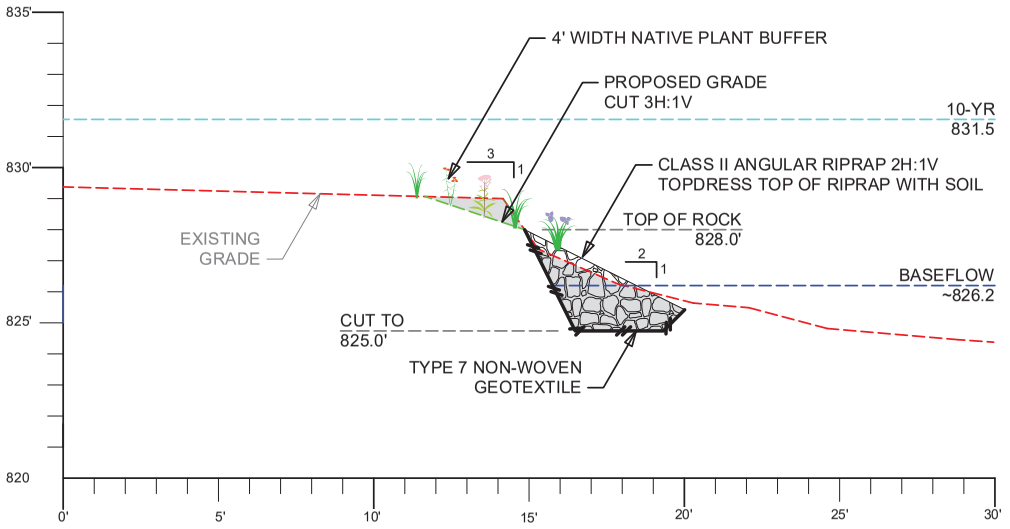


1 SECTION VIEW - CROSS SECTION C
Scale: 1/4" = 1'-0"

SECTION D

Install Class II angular riprap up to specified elevation and slope. Regrade existing grade at specified slope. Plant a 4' wide native plant buffer.





2 SECTION VIEW - CROSS SECTION D
Scale: 1/4" = 1'-0"

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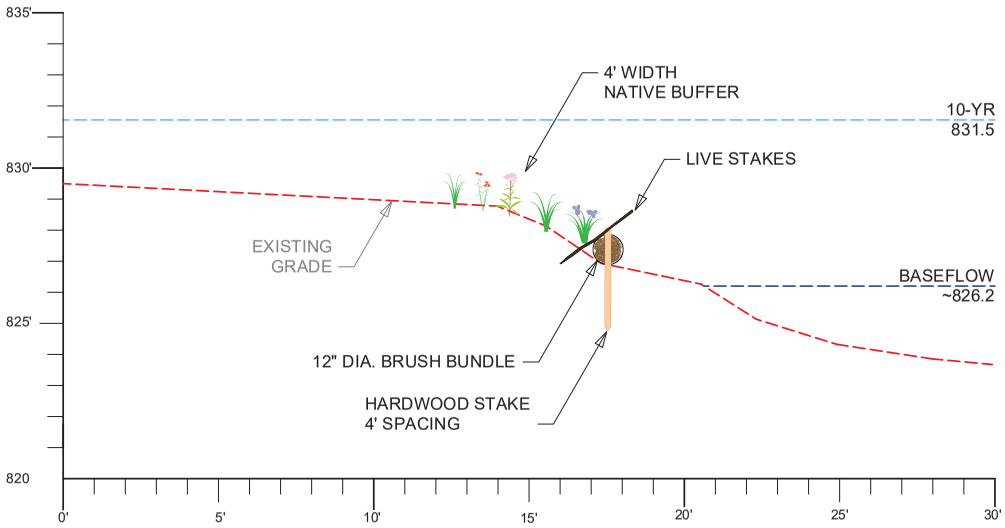
CROSS SECTIONS
2/3

SHEET 5/12

SECTION E

Install brush bundles and plant a 4' wide native plant buffer.



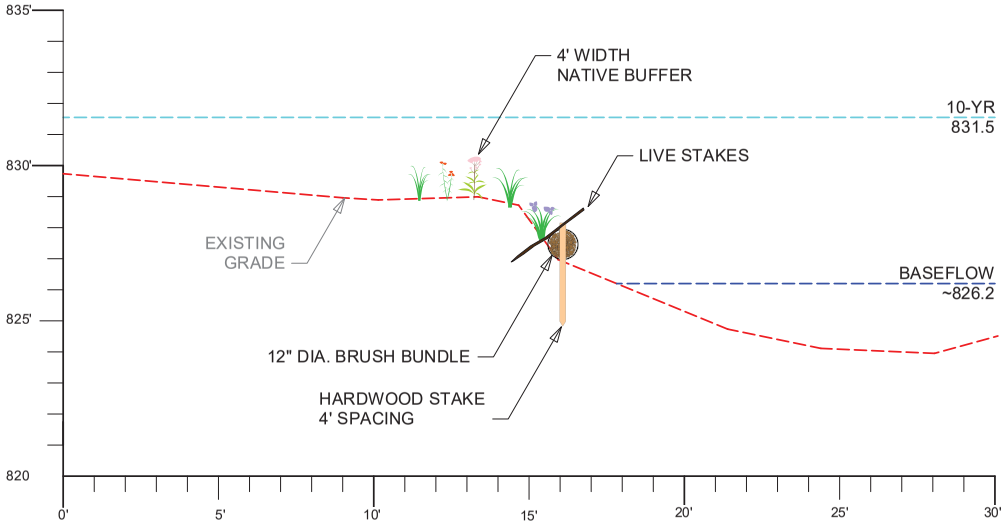


1 SECTION VIEW - CROSS SECTION E
Scale: 1/4" = 1'-0"

SECTION F

Install brush bundles and plant a 4' wide native plant buffer.





2 SECTION VIEW - CROSS SECTION F
Scale: 1/4" = 1'-0"

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SCALE: SEE SCALE BARS

CROSS SECTIONS
3/3

SHEET 6/12

BRUSH BUNDLE DETAILS

PURPOSE: To provide additional bank stabilization, increase bank roughness, and encourage sediment deposition.

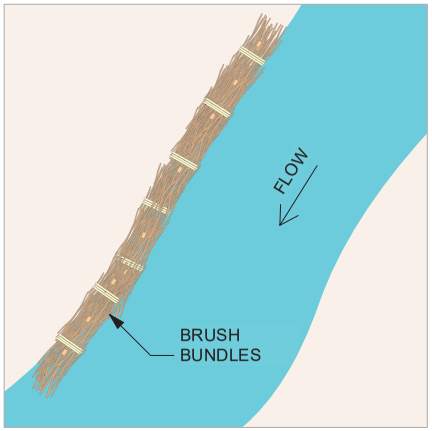
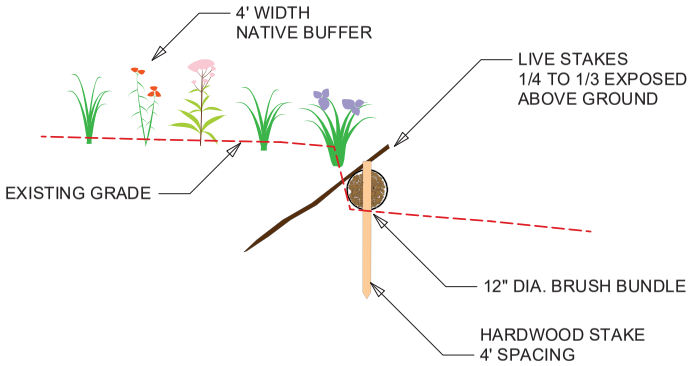






Photo: Example of brush bundles protecting toe of slope (Source: ACD)



7 SECTION VIEW - TYP. BRUSH BUNDLE
Scale: 1/2" = 1'-0"

INSTALLATION DETAILS:

Install 12" diameter brush bundles along the toe of slope in areas specified within the planset.

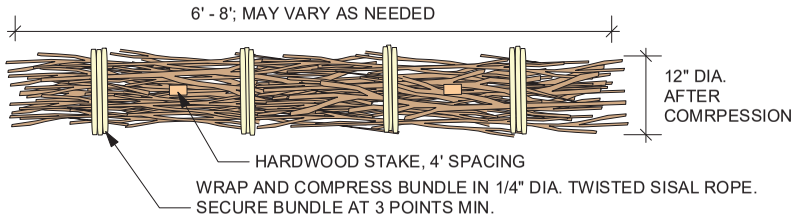
Construct brush bundles using natural woody cuttings <3" diameter and of varying lengths. Acceptable materials include brush, tree limbs, and excess live stake material. It is recommended that a combination of materials are used to improve durability. Place cuttings in alternating directions throughout the bundle to promote interlocking.

Bind and compress bundles to achieve a dense, stable finished product. Cut 1/4" diameter twisted sisal rope of sufficient length to account for the compression process. Use an overhand loop knot or similar to create a loop at one end of the rope. Wrap the rope around the bundle and feed the knotted end through the loop. Pull the knotted end while standing on the bundle to compress it with the rope. Roll and repeat the tightening process as necessary until maximum compression is achieved. Secure the tightened rope on itself with two half-hitches or equivalent knot. The finished, compressed bundle shall conform to the diameter specified.

Following assembly, anchor brush bundles securely to the toe of bank using hardwood stakes. Drive stakes through the center of the bundle and into the ground at least 2'. Leave the top of stake approximately 2 inches above the top of bundle, or trim stake after installation to maintain this height.

Install bundles tightly adjacent to one another with no gaps between bundles. Seat bundles firmly against the bank and existing ground surface to prevent undermining and displacement.

Afterwards, install red-osier dogwood lives stakes and/or supplemental bare root plants at 6' spacing above each row of cedar tree revetment. Stakes must be 1"-2" diameter and long enough to embed at least 2 ft into soil. Create pilot holes using rebar or similar. Harvest and install stakes while dormant (typically Nov-Dec or Mar-Apr), unless otherwise directed in the field or unless cold-stored dormant material is used. Live stakes must not be stored for more than two weeks before installation and should be kept in a water bath at cool, non-freezing temperatures during storage.



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SCALE: SEE SCALE BARS

BRUSH BUNDLE DETAILS

SHEET 7/12

VEGETATION MANAGEMENT PLAN

1. Layout and Herbicide — Layout and mark planting area. Treat existing vegetation within planting area with glyphosate herbicide. Do not remove the sod or till/grade except where required to achieve the design cross-section. If herbicide overspray into the river may occur, it must be minimized and an aquatic-safe glyphosate is required. No herbicide should be applied to existing emergent aquatic plants. Repeat the herbicide treatment two weeks after the initial treatment. Planting/seeding may occur no sooner than five days after the second herbicide treatment.

2. Live Stakes — Install red-osier dogwood lives stakes and/or supplemental bare root plants at 6' spacing above brush bundles. Stakes must be 1"-2" diameter and long enough to embed at least 2 ft into soil. Create pilot holes using rebar or similar. Harvest and install stakes while dormant (typically Nov-Dec or Mar-Apr), unless otherwise directed in the field or unless cold-stored dormant material is used. Live stakes must not be stored for more than two weeks before installation and should be kept in a water bath at cool, non-freezing temperatures during storage.

3. Seeding — Prepare soil by mowing / trimming as needed and aggressively raking or tilling to a depth of 2" to expose bare soil on at least 80% of each square yard. Remove thatch, spread seed, and rake seed in to a depth of 0.25" - 0.50".

4. Erosion Control Blanket — Secure erosion control with 6" long biodegradable stakes. All blankets must be installed with their long edges parallel to the river flow. Seams must be shingled to prevent water from flowing underneath the blanket — meaning the upstream edge of a downstream blanket should be placed under the downstream edge of the blanket upstream, and the top edge of a lower blanket should be tucked under the bottom edge of the higher blanket. Overlap and secure all blankets according to the Manufacturer's specifications.

5. Install Native Plants — After seeding and laying down erosion control blanket, plant native plugs and small shrubs per the planting plan. Cut an "X" pattern in the erosion control fabric. A cordless drill with bulb auger may be used to make plant hole. Evenly distribute plants throughout planting zones. Gently break rootballs; do not plat bound rootball. Water all plugs and shrubs immediately after planting. All species substitutions shall be approved by ACD prior to installation.

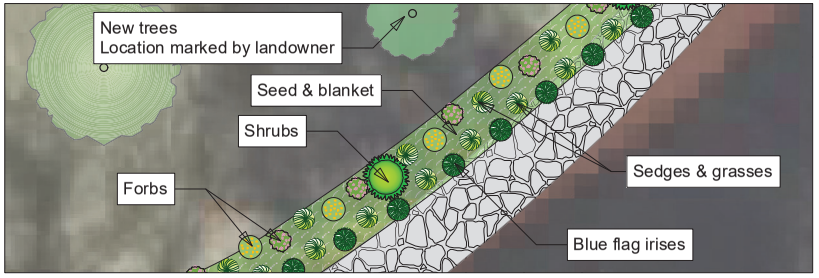
6. Install Native Trees — Install balled-and-burlapped trees per the planting plan. Prepare a planting hole to accommodate the root ball without crowding. Ensure root flare will be at or slightly above finished grade. Remove the burlap from the root ball and place tree in planting hole. Backfill with soil and apply 3" of double-shredded hardwood mulch. Water all trees immediately after planting. All species substitutions shall be approved by ACD prior to installation.

7. Watering — Contractor is responsilbe for watering all plugs and shrubs immediately after planting. Landowner is responsible for watering all plants and seeded areas afterwards. Ensure all plants receive at least 1" of water per week through September. The first 60 days after planting are most critical.

PROPOSED PLANTING LIST

Species	Common	Type	Size	Rate	Number
Shrubs				**10%**	**9**
Amorpha fruticosa	False indigo	Shrub	2-gallon pot		3
Cephalanthus occidentalis	Buttonbush	Shrub	2-gallon pot		3
Diervilla lonicera	Bush honeysuckle	Shrub	2-gallon pot		3
Forbs				**45%**	**~48**
Polemonium reptans	Jacob's ladder	Forb	4" pot		6
Aquilegia canadensis	Columbine	Forb	4" pot		6
Geranium maculatum	Wild geranium	Forb	4" pot		6
Iris versicolor	Blueflag iris	Forb	4" pot		24
Zizia aurea	Golden alexander	Forb	4" pot		6
Sedges / Grasses				**45%**	**~48**
Carex pensylvanica	Pennsylvania sedge	Grass	2" plug		12
Elymus hystrix	Bottlebrush grass	Grass	2" plug		12
Elymus virginicus	Virginia wild rye	Grass	2" plug		12
Carex grisea	Wood gray sedge	Grass	2" plug		12
TOTAL				**100%**	105

All species substitutions to be approved by ACD prior to installation.
Estimated forb / sedges / grasses quantities are based on 6 count trays.



GENERAL PLANTING NOTES

Shrubs

- Shrubs are to be planted in approximately 20' spacing throughout buffer.

Forbs

- Blueflag irises are to be planted closest to the waterward side of the buffer. All other forbs are to be planted on the side of the buffer facing the house.
-

Sedges / Grasses

- Sedges and grasses are to be planted closer to the waterward side of the buffer.

Spacing

- Spacing between individual plants is approximately 2'.

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

PROJECT:
DAHLEN - RICE CREEK STREAM STABILIZATION
LOCATION:
580 69TH AVE NE
FRIDLEY, MN 55432
CLIENT:
CRAIG DAHLEN

DATE: JUNE, 2026
REVISION: -

REVISION:
REVISION:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

DRAFT

BRIAN ROBERT CLARK, P.E.

LIC. NO.: 60493
DATE:
DESIGNED BY: Breanna Keith
DRAWN BY: Brian Clark, P.E.
CHECKED BY: Brian Clark, P.E.

NOTES:
1. Contact Gopher One at least 48 hours prior to digging at 651-454-0002 to have utilities marked.
2. Follow design details. If there are issues or questions, contact the Anoka Conservation District (763-434-2030) prior to making any changes.

SCALE: SEE SCALE BARS

VEGETATION MANAGEMENT PLAN

SHEET 8/12

GENERAL PROJECT NOTES

ACD to secure necessary permits. Permit must be secured before work begins. Contractor must keep a copy of the permit at work site and comply with terms of the permit.

Contactor to contact Gopher One at least 48 hours prior to digging at 651-454-002 to have utilities marked. Landowner to mark any private utilities.

Contractor must verify project extents with landowner to fit within property boundaries.

Contractor shall place order for materials in advance of the date needed to ensure availability and delivery.

All exposed soils must be stabilized whenever it is known that land disturbing activity on any portion of the site will cease for 7 days or more. Exposed soils that drain to and are within 200 feet of public waters, including Rice Creek, must be stabilized within 24 hours of completion of work or as otherwise specified in applicable permits.

Contractor shall perform work in a manner that minimizes turbidity.

Do not break the roots of trees >4" DBH during excavation. Instead, limit excavation in that area or do not excavate in that area.

Minimize disturbance to existing trees and soil.

Contractor shall protect any paved and unpaved trails. Any damage shall be repaired to original condition at no additional cost.

Equipment staging and material stockpiling shall occur only in approved locations. Contractor shall not stage within the active channel or vegetated buffer areas unless authorized.

Contractor is responsible for watering all plugs and shrubs immediately after planting. Landowner is responsible for watering all plants and seeded areas afterwards. Ensure all plants receive at least 1" of water per week through September. The first 60 days after planting are most critical.

Direct questions should go to Project Manager Brian Clark 763-434-2030 Ext. 170 or Grant Manager Breanna Keith 763-434-2030 Ext. 160.

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SCALE: SEE SCALE BARS

GENERAL NOTES

SHEET 9/12

ESTIMATED MATERIAL QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	BRUSH BUNDLES (12" DIA.)	LF	130
3	HARDWOOD STAKES (4' LENGTH, 3/4" X 3/4" MIN.)	EA	35
4	LIVE STAKES; DORMANT	EA	22
5	COMMON EXCAVATION	CY	72
6	HAUL AND DISPOSE OF EXCESS MATERIAL	CY	58
7	TYPE 7 NON-WOVEN GEOTEXTILE FABRIC	SY	160
8	CLASS II RIPRAP - ANGULAR, IGNEOUS	TN	78
9	HERBICIDE EXISTING VEGETATION (RODEO OR SIMILAR AQUATIC-SAFE GLYPHOSATE CONCENTRATE, 2 APPLICATIONS)	SF	1445
10	2" PLANT PLUGS (SEDGES / GRASSES)	EA	147
11	4" PLANT POTS (FORBS)	EA	204
12	1-GALLON PLANT POTS (SHRUBS)	EA	19
13	TREE & STUMP REMOVAL	EA	3
14	SEED MIXTURE; MNL MESIC PRAIRIE MIX OR SIMILAR	LB	1.14
15	SEEDING	AC	0.033
16	ROLLED EROSION PREVENTION CATEGORY 30 AND BIODEGRADEABLE STAKES	SY	160.6
17	DECIDUOUS TREE 6' HT; SPECIES VARY	EA	6
18	STABILIZED CONSTRUCTION EXIT	LS	1
19	STORM DRAIN INLET PROTECTION	EA	1
20	FLOTATION SILT CURTAIN; TYPE MOVING WATER	LF	250
21	RESTORATION OF ANY SITE ACCESS PATHS AND/OR STAGING AREAS	LS	1

1. Material substitutions may be approved with advanced authorization from ACD.
2. Any material not used on this project shall become the property of the contractor and shall be disposed of off-site.

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BRIAN ROBERT CLARK, P.E.

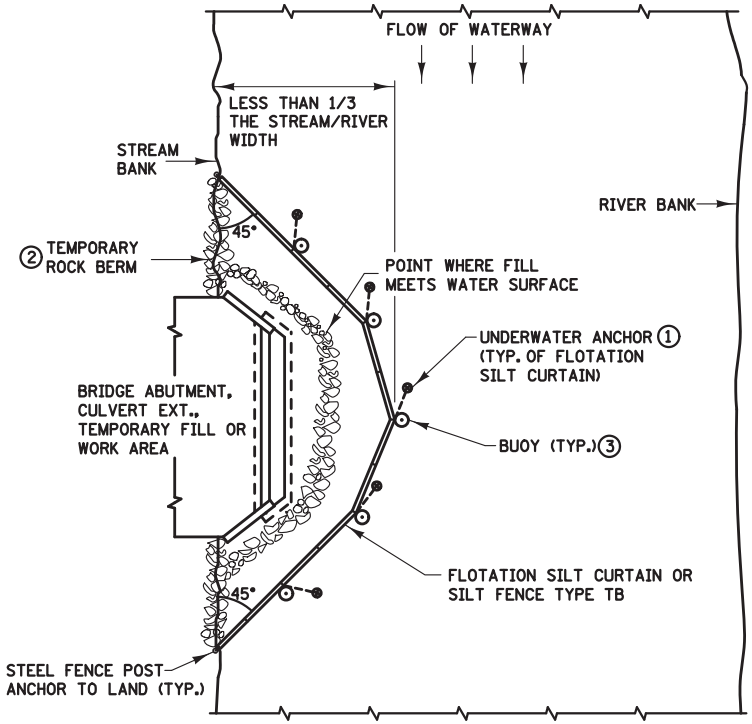
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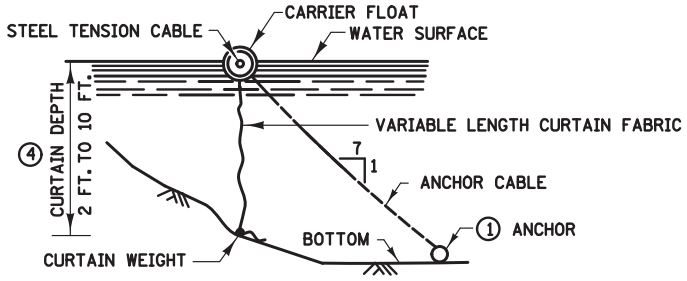
SCALE: SEE SCALE BARS

ESTIMATED MATERIAL QUANTITIES

SHEET 10/12



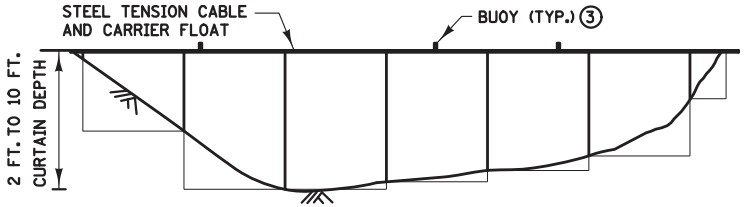
PLAN VIEW FOR STREAM ⑤



FLOTATION SILT CURTAIN

INSTALLATION GUIDELINES ④
FLOTATION SILT CURTAIN
TYPE: MOVING WATER

MINIMUM WATER DEPTH: 3 FT.
MAXIMUM WATER DEPTH: 10 FT.
MAXIMUM WATER VELOCITY: 5 FT./SEC.
MAXIMUM WAVE HEIGHT: 2 FT.



FRONT VIEW FOR FLOTATION SILT CURTAIN

NOTES:

SEE SPECS. 2573, 3886, 3887 & 3893.

① FOR ANCHOR SPACING AND WEIGHT REQUIREMENTS, SEE SPEC. 2573.

② IN AREAS WHERE THE PLAN CALLS FOR RIPRAP AT A BRIDGE, CULVERT, OR SLOPE, A TEMPORARY ROCK BERM CONSTRUCTED FROM THE RIPRAP CAN BE USED TO PROVIDE ADDITIONAL PROTECTION. WHEN THE WORK IS COMPLETE THE RIPRAP CAN THEN BE MOVED TO THE PERMANENT LOCATION INDICATED IN THE PLANS. THE TEMPORARY ROCK BERM IS INCIDENTAL.

③ ON U.S. COAST GUARD OR OTHER MOTORIZED WATERWAYS, BUOYS ARE REQUIRED TO MARK THE ENDS AND SPECIAL AREAS FOR VISIBILITY. PLACE BUOYS AS REQUIRED FOR NAVIGATIONAL PURPOSES.

④ MINIMUM WATER DEPTH APPLIES TO THE DEEPEST POINT ALONG THE FLOTATION SILT CURTAIN OR SILT FENCE TYPE TB FOR DETERMINING APPLICABILITY OF FLOTATION SILT CURTAIN OR SILT FENCE TYPE TB.

⑤ SILT CURTAIN SHOULD BE REMOVED WHEN THE AREA CONTRIBUTING DIRECT RUNOFF HAS BEEN TEMPORARILY OR PERMANENTLY STABILIZED. SILT CURTAIN SHOULD ALSO BE REMOVED BEFORE WINTER IF ICE UP OR ICE FLOW IS ANTICIPATED.

Adapted from MnDOT Temporary Sediment Control Standard Plan 5-297.405, approved 02-28-2017

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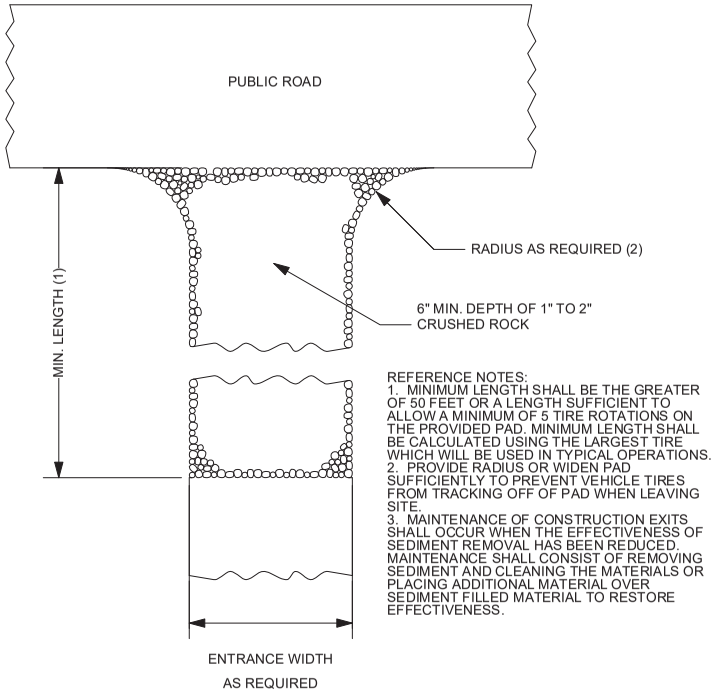
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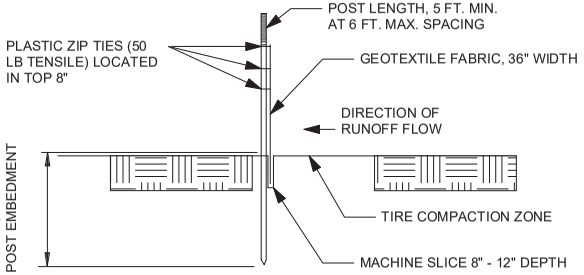
TYPICAL DETAILS - FLOATING SILT CURTAIN

SHEET 11/12

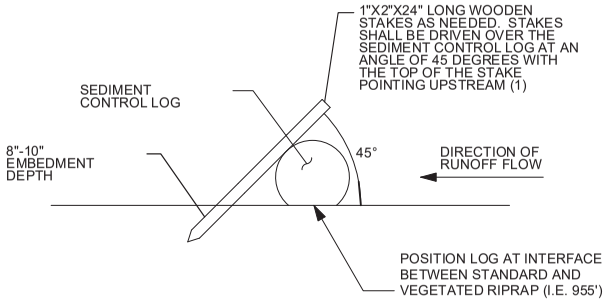


REFERENCE NOTES:
1. MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.
2. PROVIDE RADIUS OR WIDEN PAD SUFFICIENTLY TO PREVENT VEHICLE TIRES FROM TRACKING OFF OF PAD WHEN LEAVING SITE.
3. MAINTENANCE OF CONSTRUCTION EXITS SHALL OCCUR WHEN THE EFFECTIVENESS OF SEDIMENT REMOVAL HAS BEEN REDUCED. MAINTENANCE SHALL CONSIST OF REMOVING SEDIMENT AND CLEANING THE MATERIALS OR PLACING ADDITIONAL MATERIAL OVER SEDIMENT FILLED MATERIAL TO RESTORE EFFECTIVENESS.

1 STABILIZED CONSTRUCTION ACCESS (3)

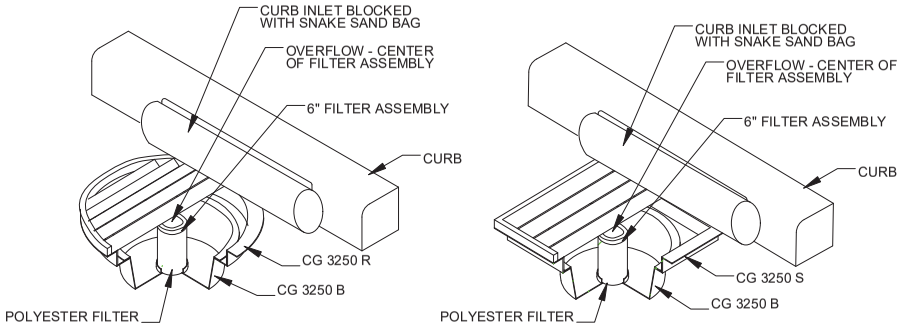


2 SILT FENCE TYPE MS (MACHINE SLICED) DETAILS
TO PROTECT AREAS FROM SHEET FLOW, SEE MNDOT SPEC. 3886



REFERENCE NOTES:
1. PLACE STAKES AS NEEDED TO PREVENT MOVEMENT OF SEDIMENT CONTROL LOGS PLACED ON SLOPES OR AS NEEDED DUE TO OTHER FACTORS. STAKES SHALL BE INCIDENTAL.
2. SEDIMENT CONTROL LOG SHALL MEET THE REQUIREMENTS OF MNDOT SPEC. 3897.2.

3 SEDIMENT CONTROL LOG - TYPE WOOD CHIP (2)



REFERENCE NOTES:
1. TYPE 2 INLET PROTECTION SHALL BE INSTALLED ON ALL CASTINGS RECEIVING RUNOFF FROM THE PROJECT AREA. WIMCO MODELS 'CG 3250 R' AND 'CG 3250 S' ARE SHOWN.

4 STORM DRAIN INLET PROTECTION TYPE 2 (2)
POST-CURB

Adapted from MnDOT Temporary Sediment Control Standard Plan 5-297.405, approved 02-28-2017

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763-434-2030
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PROJECT:
DAHLEN - RICE CREEK STREAM STABILIZATION
LOCATION:
580 69TH AVE NE
FRIDLEY, MN 55432
CLIENT:
CRAIG DAHLEN

DATE: JUNE, 2026
REVISION: -

REVISION:
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DRAFT

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SCALE: SEE SCALE BARS

TYPICAL DETAILS - TEMPORARY EROSION CONTROL

SHEET 12/12

Designer's Cost Estimate: Dahlen Streambank Stabilization Project					
ITEM NO.	**DESCRIPTION**	**UNIT**	**TOTAL ESTIMATED QUANTITY**	**UNIT PRICE**	**EXTENSION**
1	MOBILIZATION	LS	1	$5,000.00	$5,000.00
2	BRUSH BUNDLES (12" DIA.)	LF	130	$35.00	$4,550.00
3	HARDWOOD STAKES (4' LENGTH, 3/4" X 3/4" MIN.)	EA	35	$5.00	$175.00
4	LIVE STAKES; DORMANT	EA	22	$15.00	$330.00
5	COMMON EXCAVATION	CY	72	$30.00	$2,160.00
6	HAUL AND DISPOSE OF EXCESS MATERIAL	CY	58	$50.00	$2,900.00
7	TYPE 7 NON-WOVEN GEOTEXTILE FABRIC	SY	160	$8.00	$1,280.00
8	CLASS II RIPRAP - ANGULAR, IGNEOUS	TN	78	$250.00	$19,581.20
9	HERBICIDE EXISTING VEGETATION (RODEO OR SIMILAR AQUATIC-SAFE GLYPHOSATE CONCENTRATE, 2 APPLICATIONS)	SF	1445	$0.25	$361.25
10	2" PLANT PLUGS (SEDGES / GRASSES)	EA	147	$7.50	$1,102.50
11	4" PLANT POTS (FORBS)	EA	204	$15.00	$3,060.00
12	1-GALLON PLANT POTS (SHRUBS)	EA	19	$20.00	$380.00
13	TREE & STUMP REMOVAL	EA	3	$750.00	$2,250.00
14	SEED MIXTURE; MNL MESIC PRAIRIE MIX OR SIMILAR	LB	1.14	$250.00	$285.00
15	SEEDING	AC	0.033	$3,500.00	$115.50
16	ROLLED EROSION PREVENTION CATEGORY 30 AND BIODEGRADEABLE STAKES	SY	160.6	$5.00	$803.00
17	DECIDUOUS TREE 6' HT; SPECIES VARY	EA	6	$500.00	$3,000.00
18	STABILIZED CONSTRUCTION EXIT	LS	1	$3,000.00	$3,000.00
19	STORM DRAIN INLET PROTECTION	EA	1	$250.00	$250.00
20	FLOTATION SILT CURTAIN; TYPE MOVING WATER	LF	250	$30.00	$7,500.00
21	RESTORATION OF ANY SITE ACCESS PATHS AND/OR STAGING AREAS	LS	1	$2,000.00	$2,000.00
TOTAL ESTIMATED COST					$60,083.45
TOTAL ESTIMATED COST WITH 15% CONTINGENCY					$69,095.97

Element Landscaping

19931 Sparre Road Northwest | Elk River, Minnesota 55330
7632035036 | ray@elementlandscapingmn.com | https://elementlandscapingmn.com/

RECIPIENT:

Craig Dahlen
580 69th Avenue Northeast
Fridley, Minnesota 55432

Quote #26241

Sent on	Oct 21, 2026
Total	**$66,995.00**

Product/Service	Description	Qty.	Unit Price	Total
Rice Creek Stream Stabilization Project	Complete Installation per ACD design, including all materials, labor, deliveries, and taxes 1. Install temporary sediment control measures. 2. Mobilize via designated access. 3. Layout planting area and apply aquatic-safe herbicide. 4. Cut and remove stumps of existing trees and dispose off-site. 4. Regrade shoreline. 5. Excavate toe trench. 6. Lay Type 7 non-woven geotextile fabric in toe trench. 7. Install Class II angular riprap to design elevation. 8. Install brush bundles. 9. Seed and stabilize disturbed areas with erosion control blanket. 10. Plant and water native plants, shrubs, and trees per planting plan. 11. General site restoration (access paths, staging areas, distubed areas). 12. Remove temporary sediment control measures.	1	$66,995.00	$66,995.00*

Total **$66,995.00**

Element Landscaping

19931 Sparre Road Northwest | Elk River, Minnesota 55330
7632035036 | ray@elementlandscapingmn.com | https://elementlandscapingmn.com/

Images

View online https://l.jbbr.io/mquWpop



Reviews

Patricia Schreiber

Element and their crew were great. They frequently asked to make sure they were meeting our expectations. Each of the four crew members were polite and respectful, not just the foreman. They worked quickly but accurately and professionally. I would highly recommend them, they are skilled in many area of landscaping and do things the right way! Next project - we'll call Element!

Dave and Daphne R.

It's not often that you get to work with a company that mimics your own tendencies of fastidiousness, quality, and excellence. But that's what you get with Element Landscaping. Ray (owner) and his team of workers are all about thoughtful design and perfection, which is vital with paver patios. We can't be more pleased with the results. You can see for yourself!

J Foust

It is a pleasure to work with Element Landscaping to make our yard beautiful. Ray Junge and his team are so professional. Ray is a good listener and always turns what he heard into the yard you envisioned. We will continue to use his services in the future.
Thank you Ray!

Element Landscaping

19931 Sparre Road Northwest | Elk River, Minnesota 55330
7632035036 | ray@elementlandscapingmn.com | https://elementlandscapingmn.com/

Agreement Terms:

Scope of Work: The Contractor shall perform, either directly or through one or more subcontractors, the services and provide the labor, materials, equipment, and related items specified in this quote.

Unless specifically agreed to in writing to the contrary, Contractor will provide all labor, materials, equipment, and machinery, transportation and other facilities and services necessary for the execution and completion of the work.

Warranty. Warranties are not transferable. The work is to be performed in a workmanlike manner in accordance with the drawings and specifications submitted.
(A) All plants have a one year warranty; includes material and labor. Warranty excludes failure of plant material due to conditions outside of Element Landscaping's scope work. Warranty does not cover damage caused by: deer, rabbits, lack of water, overwatering, customer neglect, improper pruning, improper fertilizing, etc.
(B) Paver work and block retaining walls have a ten year warranty against defects as determined by contractor; includes material and labor. Excludes polymeric sand and sealants.
(C) Shoreline work has no warranty.

Materials. All material is guaranteed to be as specified.
(A) New materials will not match existing landscape materials. Specifically when "top dressing", "extending", or "adding to", existing landscapes, including: rock beds, mulch beds, retaining walls, stone walls, block walls, patios, walkways, natural stone, decorative rock, mulch, concrete flatwork and concrete products.
1. New materials may be a different size than existing materials.
2. New materials will have a different color than existing materials.
3. New materials may have a different texture and shape than existing materials.
(B) Unless specifically included in the scope of work, irrigation work is excluded. It is not the responsibility of contractor to repair, replace, or perform work to irrigation systems, including sprinkler heads, sprinkler water lines, valve boxes, or irrigation electrical.

Standard of Work: Contractor warrants that Contractor will complete the work as specified in the Contract Documents. Contractor warrants that all materials shall be new and that the work shall be of good quality and in conformance with the Minnesota Building Code as may be applicable.
Due to the nature of our work damage may occur to access and work areas such as driveways, lawns, foundations, walkways, or other areas of owner's property. Damage is defined as scratches, gouges, stains, cracks, tearing, rutting, depressing, breaking, disturbing, etc.
Upon substantial Completion of the work, the items of work which are unsatisfactory or which do not pass inspection or meet code, or which are incomplete or not in conformance with the Contract Documents, shall be stated on a punch list executed by Owner. Contractor shall, in a reasonable timeframe, correct or complete any items stated on the punch list.

Default Remedies:

(A) Owner's Remedies: In addition to other remedies stated in this Agreement or available under state law, in the event of substantial and material breach by Contractor, Owner shall be entitled to:

1. Terminate this agreement and seek damages from Contractor in District Court, Sherburne County, Minnesota; and
2. Enforce the warranty protection contractually incorporated in to this Agreement.

(B) Contractor's Remedies: In the event of breach by Owner, Contractor may:

1. Terminate this agreement and seek damages in District Court, Sherburne County Minnesota, including a recovery of costs and attorney's fees.
2. Enforce any other remedy available to Contractor by Minnesota law including the filing of a mechanic's lien and possible foreclosure of the lien.

Notification: Minnesota law requires the following notification:

(A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions, and

(B) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly

and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

(C) Contractor reserves the right to use photographs of owner's property and work performed for advertising and portfolio purposes online and in print.

Restriction of Assignment: Neither Owner or Contractor may assign, convey or transfer the rights under this Agreement.

Time of Essence: Time is of the essence in the Agreement.

Entire Agreement: The written terms of this Agreement, as indicated herein and in the Contract Documents, shall comprise the entire understanding of the parties. Prior oral agreements are hereby superseded by the terms of this Agreement. This Agreement may be modified only by a writing signed by Owner and Contractor. Owner hereby acknowledges receipt of a copy of this Contractor Agreement.

ELEMENT LANDSCAPING LLC,
a Minnesota limited liability company
Raymond R. Junge
Chief Manager

Gary Anderson Landscaping, Inc.

13763 Johnson St NE
Ham Lake, MN 55304 US
(763) 754-9401
info@garyandersonlandscaping.com

Estimate

ADDRESS
Craig Dahlen
580 - 69th Ave NE
Fridley, MN 55432

SHIP TO
Craig Dahlen
580 - 69th Ave NE
Fridley, MN 55432

ESTIMATE 16367
DATE 08/19/2026

DESIGN/SALES REP
Mitch

DESCRIPTION	QTY
Scope of work:	
Repair of shoreline per ACD standards provided. (Does not appear to figure enough rip-rap)	
Flotation Silt Curtain	5
Construction Entrance	12
Round up	2
Fabric, EC8 Non Woven 8oz. 6'x100' (Heavy Duty Erosion Control)	2
Granite Boulders 6-15" (ton)	80
Plugs 1"	147
Forbs 4"	204
Shrubs #2	19
Specialty Seed Mix: Designated Mix	2
Wood Stakes 1"x2"x48"	35
Brush Bundle (ft)	130
Live Stakes (3') Dogwood	22
Disposal of existing soil/dirt (Yd)	60
Tree Removals	3
Inlet Protection	1
Pulverized Black Dirt (yd)	20
Grass Seed, Smart Seed Sun + Shade (per lb)	5
Straw Blanket (8' x 112.5')	6
Maple, Royal Red #15 Pot	6
Double Ground Hardwood Mulch (yd)	2

Labor and equipment necessary.	1

To pay with a card: visit our website at www.garyandersonlandscaping.com and use the "Check Out" button at the top of the home page.

To pay by check: make payable to 'Gary Anderson Landscaping' and mail to 13763 Johnson St NE, Ham Lake, MN 55304
Thank you for the opportunity to work with you on your landscaping project!

SUBTOTAL	163,125.75
TAX	4,397.72
TOTAL	**$167,523.47**

Accepted By

Accepted Date

ITEMS REQUIRING BOARD ACTION

1. Ramsey County Agreement – Inspection Services (Patrick Hughes)

MEMORANDUM
Rice Creek Watershed District

Date: October 30th, 2026
To: RCWD Board of Managers
From: Patrick Hughes, Regulatory Manager
Subject: Ramsey County Agreement - Inspection Services

Introduction
The agreement between RCWD and the Ramsey County Parks and Recreation – Soil & Water Conservation Division (Ramsey County SWCD) for inspection services will expire on December 31, 2026. Staff are seeking to extend the partnership with a new agreement through 2028.

Background
RCWD originally entered into an agreement with Ramsey County SWCD for regulatory inspection services in October 2012. The current agreement was executed in January 2021, amended in 2024, and has an expiration date of December 31, 2026.

Continuing the agreement through 2028 increases the District's capacity to timely address and manage open permits. The agreement identifies that Ramsey County will provide up to 800 hours of services per calendar year. Since the beginning of the agreement, Ramsey County SWCD has not exceeded 800 hours of services in a single year. The District budgeted funds for inspection contracts in 2027.

An agreement with virtually the same terms has been prepared for execution. The agreement extends the inspection services partnership until December 31, 2028, adjusts the hourly rate for services, and identifies that the agreement is not to exceed 800 hours of services in both 2027 and 2028.

Staff Recommendation
Staff recommend that the Board of Managers approve the Ramsey County SWCD Inspection Services Agreement with an expiration date of December 31, 2028.

Proposed Motion
Manager _____ authorizes the Administrator to execute the Ramsey County Parks and Recreation – Soil and Water Conservation Division Inspection Services Agreement for a term ending December 31, 2028, seconded by Manager _____.

Attachments
- 2027-2028 Service Agreement for Inspection Services

SERVICE AGREEMENT FOR INSPECTION SERVICES
RICE CREEK WATERSHED DISTRICT (RCWD) AND
RAMSEY COUNTY PARKS AND RECREATION- SOIL & WATER CONSERVATION DIVISION (SWCD)

This is an Agreement between the Rice Creek Watershed District ("RCWD") and Ramsey County on behalf of its Parks & Recreation Department-Soil & Water Conservation division ("SWCD"), both political subdivisions of the State of Minnesota.

The RCWD and the SWCD agree as follows:

1. Scope of Services

The SWCD will:

1. Perform the following inspection services within the portions of RCWD within Ramsey County and other locations as directed by RCWD, in accordance with standards stated in this agreement and as otherwise communicated by RCWD:
   a. Routine inspections of active construction sites, to include:
      i. Sediment and erosion control Best Management Practices (BMPs) during active construction; inspections are to provide for BMPs sufficient to contain sediment on-site and as described by the Minnesota Pollution Control Agency's Minnesota Stormwater Manual as updated and amended;
      ii. Construction and function of stormwater management features, such as ponds, raingardens, swales, other infiltration basins, etc.;
      iii. Floodplain impacts and mitigation;
      iv. Wetland impacts (generally) and mitigation;
      v. Extent/scope of project as specifically planned; and
      vi. Other stipulations of permits as needed.

   b. Identify construction projects without required permits
   c. Document relevant facts and notify RCWD inspection staff/review staff for potential enforcement action and facilitation of permit application materials
   d. Perform final inspections of completed construction sites to include:
      i. Final stabilization (non-erodible surfaces); RCWD standard is a minimum of 70% coverage;
      ii. Construction per plan;
      iii. Stormwater features functional as planned; and
      iv. Completion of special permit stipulations.

   e. Other services as requested.
   f. RCWD will retain routine inspection responsibility for any permits issued to Ramsey County or any department or other unit of the county.

2. Regular inspections shall be conducted for the sites for which the RCWD has transmitted approved permits and plans to the SWCD.

a. SWCD shall conduct site inspections once every 2-4 weeks during the period of active site work. SWCD shall prepare inspection reports identifying necessary actions for compliance and transmit them to parties subject to permits.

b. Re-inspection to verify corrections have been made, as required.

3. SWCD will respond to any special circumstance requests from RCWD (items other than regular inspection as defined in #2 above) ideally within 1 business day and will ensure response within 2 business days.

4. SWCD will provide the RCWD copies of the inspection reports within three business days of the inspection. This will involve logging into database and Laserfiche and notification of RCWD inspection staff.

5. If a re-inspection identifies that corrections have not been made, the SWCD shall confer with RCWD staff within one business day after inspection and before the SWCD sends correspondence to the applicant related to corrective action. SWCD is not authorized to exercise formal enforcement authorities of the RCWD but, in coordination with the RCWD, may send correspondence to property owners and permittees concerning site conditions and violations.

6. During off-construction periods/ period with low active construction workload or at any time as determined by the RCWD administrator, SWCD staff will work to complete non-field inspections duties and other services as requested by RCWD Administrator.

7. The SWCD will coordinate all services under this Agreement with RCWD Administrator or assigned staff as program manager on behalf of the RCWD.

8. At least 90% of the services provided pursuant to this Agreement will be provided by SWCD staff in the Environmental Resources Specialist or Conservation Technician position, or by another individual with significant experience in the field of erosion and sediment control inspection if approved by the RCWD administrator prior to the service being provided. The SWCD will perform all services with due care.

9. SWCD and RCWD will comply with the requirements of the Minnesota Government Data Practices Act (DPA) in performing this Agreement, and will work cooperatively to ensure compliance. SWCD and RCWD will cooperate in classification of data that are shared between the entities, and will cooperate in responding to requests for data.

   Pursuant to Minnesota Statutes §13.03, subd. 4(c) (2020), the parties expressly agree that data received by SWCD from RCWD shall have the same

classification as it had in the hands of RCWD. RCWD will notify SWCD of the classification of data at the time such data are transmitted to SWCD, or in cooperating in response to a DPA request in accordance with the paragraph following. SWCD will not change the classification

of such data. RCWD will promptly notify SWCD if RCWD changes the classification of data previously disseminated to SWCD.

SWCD will timely inform RCWD if it receives a DPA request concerning data received from RCWD, and the parties will cooperate in response to such a request. RCWD shall indemnify, hold harmless, and defend SWCD, its officials, agents, and employees against any and all costs, fines and damages incurred by the SWCD, its officials, agents, or employees with respect to a claim of RCWD misclassification of data as not public within the meaning of the DPA or SWCD's failure to release such data as a result of that classification.

10. Before beginning site inspection activity, SWCD will submit for RCWD review and concurrence a written protocol that will govern SWCD's entry onto property under this agreement. SWCD may exercise all rights to enter property and perform inspections, surveys and investigations that it or the RCWD possesses. SWCD represents that its personnel are trained and knowledgeable as to safe and proper site inspection practices, is solely responsible for the actions and omissions of its employees during field inspections and otherwise in the performance of the services, and will hold RCWD, its managers and employees harmless, and defend and indemnify them, with respect to any claim, liability or cost resulting from such action or omission.

11. SWCD will provide monthly reports to RCWD of billable time, including information on those active or idle sites that are being inspected/addressed by SWCD, location /city, time spent /billed.

2. RCWD Roles and Responsibilities

The RCWD will provide:

- Permit administration, fee collection and the administration of all surety deposits;
- Copies of issued permits after applicant has satisfied all application requirements;
- Determination of RCWD Rule applicability and permitting requirements;
- Release of unused surety deposits;
- Access to the existing permit and inspection databases; and

RCWD will notify the SWCD of:

- Permits that will be subject to inspection by the District by providing SWCD

with approved permits, engineer's reports, plans, and other file documentation as appropriate.

- Any special considerations as agreed to by the parties, including but not limited to shortened permit timeframes, working under initial violations, work near the RCWD regulated public drainage system, or any other item the RCWD would deem necessary to communicate to SWCD.

3. Term

The Term of this Agreement is from January 1, 2027, to December 31, 2028.

4. Cost/Payment

a. The RCWD will pay the SWCD $55.00 per hour for temporary staff and $85.00 per hour for permanent staff, regardless of other MS4 inspection service agreements in place. In coordination with RCWD direction, the SWCD shall provide up to 800 hours of services per year in 2027, and 2028. Time billed by SWCD shall not exceed these maximums absent amendment of this Agreement. In no event will services provided pursuant to this Agreement exceed 40 hours in a work week.

b. In addition to the compensation paid to SWCD pursuant to sections 4(a) and 4(b), above, SWCD will be reimbursed for mileage according to the Internal Revenue Service rate in effect at the time of travel.

c. Invoices will be submitted at the end of each calendar month accompanied by the reports required by section 1(11), above.

d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes § 471.425.

5. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the SWCD as the employee of the RCWD for any purpose or in any manner whatsoever. The SWCD is an independent contractor and neither it, its employees, agents, nor representatives are employees of the RCWD. The SWCD will select the means, method and manner of performing the services. From any amounts due the SWCD, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of any applicable federal income tax, FICA payments, and state income tax are the responsibility of the SWCD.

6. Indemnification

Each party will hold the other party, its board members and employees harmless, and indemnify them, for all claims, actions, costs, damages and liabilities to the extent due to

the indemnifying party's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty. For any claim subject to this paragraph by an employee of a party, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for that party under workers' compensation acts, disability acts or other employee benefit acts.

Nothing in this Agreement shall constitute a waiver by the SWCD or the RCWD of any statutory or common law immunity, defense or liability limit. No action or inaction of a party under this Agreement creates a duty of care for the benefit of any third party. Nothing herein constitutes agreement of either party to be responsible for the acts or omissions of the other within the meaning of Minnesota Statutes § 471.59, subd. 1a.

7. Insurance

a. Each party shall secure the following coverages and comply with all provisions noted. Certificates of Insurance or of a self-insurance program shall be issued on request of a party evidencing such coverage throughout the term of this Agreement.

a.1 Commercial General Liability Insurance

a.1.1 $ 1,500,000 per occurrence
$ 1,500,000 general aggregate
$ 1,500,000 products/completed operations total limit
$ 1,500,000 personal injury and advertising liability

a.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.

a.1.3 Each party, its board members and employees, shall be added to the policy provided by the other party as additional insured on a primary basis with respect to the operations of the insured party, using ISO endorsement form CG 20 26 or the equivalent.

a.2 Workers' Compensation and Employer's Liability

b.2.1 Workers' Compensation as required by Minnesota Law

b. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility each party to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

c. The parties acknowledge that Ramsey County is self-funded for tort liability under the provisions of Minnesota Statutes Chapter 466. The coverage afforded under this self-funded program extends to County employees for activities arising out of the course and scope of their employment as defined under Minnesota Statutes § 466.07. Coverage is subject to the statutory limits of $500,000 per claimant / $1,500,000 for any number of claims arising out of

a single occurrence for the liability of the County for any claim within the scope of Minnesota Statutes § 466.01 to 466.15.

8. Non-Assignability

The SWCD shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCWD.

9. Return of Property

All property furnished to or for the use of SWCD or a subcontractor by RCWD and not fully used in the performance of the services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of RCWD and returned to RCWD at the conclusion of the performance of the services, or sooner if requested by RCWD.

10. Equal Employment Opportunity

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

11. Audit

SWCD will maintain all records pertaining to fees or costs incurred in connection with services under this Agreement for six years from the date of termination of the Agreement. SWCD agrees that any authorized RCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

12. Termination

a. With Cause

Either party may terminate this Agreement in accordance with standard principles of Minnesota contract law if the other party violates any material term or condition of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. In the event that a party exercises its right of termination under this Paragraph, it shall submit written notice to the other party, specifying the basis for the termination. The non-terminating party may have thirty (30) days to cure any violation alleged in the notice of termination. If the alleged violation is not cured during that time, termination shall become effective upon the expiration of thirty (30) days from the date of the notice of termination.

b. Without Cause

Either party may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the other party. In such event, the SWCD shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

c. If RCWD terminates, or if SWCD terminates without cause, RCWD promptly will instruct SWCD as to services reasonably to be completed by the effective date of termination.

13. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

14. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court, Second Judicial District, State of Minnesota.

15. Notice

Any written communication required under this Agreement to be provided in writing will be directed to the other party as follows:

To RCWD:
Nick Tomczik
Administrator

To SWCD:
Justin Townsend
SWCD Director

Either of the above individuals may in writing designate another individual to receive communications under this Agreement.

16. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date written below.

[Signature page follows]

Approved for Form and Execution

_____
Counsel, RCWD

RICE CREEK WATERSHED DISTRICT

By _____ Date: _____
Nick Tomcizk, Administrator

RAMSEY COUNTY PARKS AND RECREATION – SOIL AND WATER CONSERVATION DIVISION

By: _____ Date: _____
Justin Townsend, Director of Operations

ITEMS REQUIRING BOARD ACTION

2. Washington Conservation District Agreement – Inspection Services (Patrick Hughes)

MEMORANDUM
Rice Creek Watershed District

Date: October 30th, 2026
To: RCWD Board of Managers
From: Patrick Hughes, Regulatory Manager
Subject: Washington Conservation District Agreement - Inspection Services

Introduction
The agreement between RCWD and Washington Conservation District (WCD) for inspection services will expire on December 31, 2026. Staff are seeking to extend the partnership with a new agreement through 2028.

Background
RCWD originally entered into an agreement with WCD for regulatory inspection services in September 2022. Since that time, the agreement has been amended four times to extend the term through December 31, 2026.

Continuing the agreement through 2028 increases the District's capacity to timely address and manage open permits. The new agreement identifies that WCD will provide up to 400 hours of services per calendar year. Since the beginning of the agreement, WCD has not exceeded 400 hours of service in a single year. The District budgeted funds for inspection contracts in 2027.

An agreement with virtually the same terms has been prepared for execution. The new agreement extends the inspection services partnership until December 31, 2028, adjusts the hourly rate for services, and identifies that the agreement is not to exceed 400 hours of services in both 2027 and 2028.

Staff Recommendation
Staff recommend that the Board of Managers approve the WCD Inspection Services Agreement with an expiration date of December 31, 2028.

Proposed Motion
Manager _____ authorizes the Administrator to execute the Washington Conservation District Inspection Services Agreement for a term ending December 31, 2028, seconded by Manager _____.

Attachments
- 2027-2028 Service Agreement for Inspection Services

SERVICE AGREEMENT FOR INSPECTION SERVICES
RICE CREEK WATERSHED DISTRICT (RCWD) AND
WASHINGTON CONSERVATION DISTRICT (WCD)

This is an Agreement between the Rice Creek Watershed District ("RCWD") and the Washington Conservation District ("WCD"), both political subdivisions of the State of Minnesota.

The RCWD and the WCD agree as follows:

1. Scope of Services

The WCD will:

1. Perform the following inspection services within the portions of RCWD within Washington County and other locations as directed by RCWD, in accordance with standards stated in this agreement and as otherwise communicated by RCWD:
    a. Routine inspections of active construction sites, to include:
        i. Sediment and erosion control Best Management Practices (BMPs) during active construction; inspections are to provide for BMPs sufficient to contain sediment on-site and as described by the Minnesota Pollution Control Agency's Minnesota Stormwater Manual as updated and amended;
        ii. Construction and function of stormwater management features, such as ponds, raingardens, swales, other infiltration basins, etc.;
        iii. Floodplain impacts and mitigation;
        iv. Wetland impacts (generally) and mitigation;
        v. Extent/scope of project as specifically planned; and
        vi. Other stipulations of permits as needed.

    b. Identify construction projects without required permits
    c. Document relevant facts and notify RCWD inspection staff/review staff for potential enforcement action and facilitation of permit application materials
    d. Perform final inspections of completed construction sites to include:
        i. Final stabilization (non-erodible surfaces); RCWD standard is a minimum of 70% coverage;
        ii. Construction per plan;
        iii. Stormwater features functional as planned; and
        iv. Completion of special permit stipulations.

    e. Other services as requested.
    f. RCWD will retain routine inspection responsibility for any permits issued to Washington County or any department or other unit of the county.

2. The WCD will conduct regular inspections for sites for which the RCWD has provided the WCD with access to approved permits and plans.

a. WCD will conduct site inspections once every 2-4 weeks during the period of active site work. WCD will prepare inspection reports identifying necessary actions for compliance and transmit them to parties subject to permits.

b. WCD will re-inspect to verify corrections have been made, as required.

3. WCD will respond to any special circumstance requests from RCWD (items other than regular inspection as defined in #2 above) ideally within 1 business day and will ensure response within 2 business days.

4. WCD will provide the RCWD copies of the inspection reports within three business days of the inspection. This will involve logging into database and Laserfiche.

5. If a re-inspection identifies that corrections have not been made, the WCD will confer with RCWD staff within one business day after inspection and before the WCD sends correspondence to the applicant related to corrective action. WCD is not authorized to exercise formal enforcement authorities of the RCWD but, in coordination with the RCWD, may send correspondence to property owners and permittees concerning site conditions and violations.

6. During off-construction periods/ period with low active construction workload or at any time as determined by the RCWD administrator, WCD staff will work to complete non-field inspections duties and other services as requested by RCWD Administrator.

7. The WCD will coordinate all services under this Agreement with RCWD Administrator or assigned staff as program manager on behalf of the RCWD.

8. Services provided pursuant to this Agreement will be provided by WCD staff with significant experience in the field of erosion and sediment control inspection. The WCD will perform all services with due care.

9. WCD and RCWD will comply with the requirements of the Minnesota Government Data Practices Act (DPA) in performing this Agreement, and will work cooperatively to ensure compliance. WCD and RCWD will cooperate in classification of data that are shared between the entities, and will cooperate in responding to requests for data.

   Pursuant to Minnesota Statutes §13.03, subd. 4(c) (2020), the parties expressly agree that data received by WCD from RCWD shall have the same classification as it had in the hands of RCWD. RCWD will notify WCD of the classification of data at the time such data are transmitted to WCD, or in cooperating in response to a DPA request in accordance with the paragraph

following. WCD will not change the classification of such data. RCWD will promptly notify WCD if RCWD changes the classification of data previously disseminated to WCD.

WCD will timely inform RCWD if it receives a DPA request concerning data received from RCWD, and the parties will cooperate in response to such a request. RCWD shall indemnify, hold harmless, and defend WCD, its officials, agents, and employees against any and all costs, fines and damages incurred by the WCD, its officials, agents, or employees with respect to a claim of RCWD misclassification of data as not public within the meaning of the DPA or WCD's failure to release such data as a result of that classification.

10. Before beginning site inspection activity, WCD will submit for RCWD review and concurrence a written protocol that will govern WCD's entry onto property under this agreement. WCD may exercise all rights to enter property and perform inspections, surveys and investigations that it or the RCWD possesses. WCD represents that its personnel are trained and knowledgeable as to safe and proper site inspection practices, is solely responsible for the actions and omissions of its employees during field inspections and otherwise in the performance of the services, and will hold RCWD, its managers and employees harmless, and defend and indemnify them, with respect to any claim, liability or cost resulting from such action or omission.

11. WCD will provide monthly reports to RCWD of billable time, including information on those active or idle sites that are being inspected/addressed by WCD, location /city, time spent /billed.

2. RCWD Roles and Responsibilities

The RCWD will provide:

- Permit administration, fee collection and the administration of all surety deposits;
- Copies of issued permits after applicant has satisfied all application requirements;
- Determination of RCWD Rule applicability and permitting requirements;
- Release of unused surety deposits;
- Access to the existing permit and inspection databases; and

RCWD will notify the WCD of:

- Permits that will be subject to inspection by the RCWD by providing WCD with access to approved permits, engineer's reports, plans, and other file documentation as appropriate.

- Any special considerations as agreed to by the parties, including but not limited to shortened permit timeframes, working under initial violations, work near the

RCWD regulated public drainage system, or any other item the RCWD would deem necessary to communicate to WCD.

3. Term

The Term of this Agreement is from January 1, 2027, to December 31, 2028 unless terminated earlier as provided herein.

4. Cost/Payment

a. The RCWD will pay the WCD on an hourly basis at the rate of $52.00 - $120.00 per hour, based on personnel and task (per attached 2027 Fee Schedule). The average rate is projected to be $91.00 per hour for services provided pursuant to this Agreement for services provided in all areas within the RCWD. Inspections will primarily be performed by Senior Technician and Senior Specialist classifications. Specialist or Manager may be used for permit violations or other special circumstances.

b. In coordination with RCWD direction, the WCD will provide up to 400 hours of services. In no event will services provided to this Agreement exceed 40 hours in any work week.

c. The WCD will submit invoices on a monthly basis.

d. On a monthly basis, invoices will be submitted with the reports required by section 1.11 above for the month.

e. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes § 471.425.

5. Independent Contractor

Nothing in this Agreement is intended or is to be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the WCD as the employee of the RCWD for any purpose or in any manner whatsoever. The WCD is an independent contractor and neither it, its employees, agents, nor representatives are employees of the RCWD. The WCD will select the means, method and manner of performing the services. From any amounts due the WCD, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of any applicable federal income tax, FICA payments, and state income tax are the responsibility of the WCD.

6. Indemnification

Each party will hold the other party, its board members and employees harmless, and indemnify them, for all claims, actions, costs, damages and liabilities to the extent due to the indemnifying party's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty. For any claim subject to this paragraph by an employee of

a party, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for that party under workers' compensation acts, disability acts or other employee benefit acts.

Nothing in this Agreement shall constitute a waiver by the WCD or the RCWD of any statutory or common law immunity, defense or liability limit. No action or inaction of a party under this Agreement creates a duty of care for the benefit of any third party. Nothing herein constitutes agreement of either party to be responsible for the acts or omissions of the other within the meaning of Minnesota Statutes § 471.59, subd. 1a.

7. Insurance

a. Each party shall secure the following coverages and comply with all provisions noted. Certificates of Insurance or of a self-insurance program shall be issued on request of a party evidencing such coverage throughout the term of this Agreement.

a.1 Commercial General Liability Insurance

a.1.1 $ 1,500,000 per occurrence
$ 1,500,000 general aggregate
$ 1,500,000 products/completed operations total limit
$ 1,500,000 personal injury and advertising liability

a.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.

a.1.3 Each party, its board members and employees, shall be added to the policy provided by the other party as additional insured on a primary basis with respect to the operations of the insured party, using ISO endorsement form CG 20 26 or the equivalent.

a.2 Workers' Compensation and Employer's Liability

b.2.1 Workers' Compensation as required by Minnesota Law

b. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility each party to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

8. Non-Assignability

The WCD may not assign or transfer any interest in this Agreement, whether by subcontract, assignment or novation, without the prior written consent of the RCWD.

9. Return of Property

All property furnished to or for the use of WCD by RCWD and not fully used in the performance of the services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of

RCWD and returned to RCWD at the conclusion of the performance of the services, or sooner if requested by RCWD.

10. Equal Employment Opportunity

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

11. Audit

WCD will maintain all records pertaining to fees or costs incurred in connection with services under this Agreement for six years from the date of termination of the Agreement. WCD agrees that any authorized RCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

12. Termination

a. With Cause

Either party may terminate this Agreement in accordance with standard principles of Minnesota contract law if the other party violates any material term or condition of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. In the event that a party exercises its right of termination under this Paragraph, it shall submit written notice to the other party, specifying the basis for the termination. The non-terminating party may have thirty (30) days to cure any violation alleged in the notice of termination. If the alleged violation is not cured during that time, termination shall become effective upon the expiration of thirty (30) days from the date of the notice of termination.

b. Without Cause

Either party may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice to the other party. In such event, the WCD is entitled to receive compensation for services provided in a satisfactory manner up to and including the effective date of termination.

c. If RCWD terminates, or if WCD terminates without cause, RCWD promptly will instruct WCD as to services reasonably to be completed by the effective date of termination.

13. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement is valid only after it has been reduced to writing and duly signed by both parties.

14. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of

Minnesota. All litigation regarding this Agreement shall be venued in the District Court, Second Judicial District, State of Minnesota.

15. Notice

Any written communication required under this Agreement to be provided in writing will be directed to the other party as follows:

To RCWD:
Nick Tomczik
Administrator

To WCD:
Jay Riggs
WCD Director

Either of the above individuals may in writing designate another individual to receive communications under this Agreement.

16. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date written below.

[Signature page follows]

Approved for Form and Execution

_____
Counsel, RCWD

RICE CREEK WATERSHED DISTRICT

By _____ Date: _____
Nick Tomcizk, Administrator

WASHINGTON CONSERVATION DISTRICT

By: _____ Date: _____
Jay Riggs, WCD Manager

ITEMS REQUIRING BOARD ACTION

3. USGS Rice Creek Stream Gage – Joint Funding Agreement (Matt Kocian)

MEMORANDUM
Rice Creek Watershed District

Date: November 2, 2026
To: RCWD Board of Managers
From: Matt Kocian, Lake and Stream Manager
Subject: USGS Rice Creek Stream Gage – Joint Funding Agreement

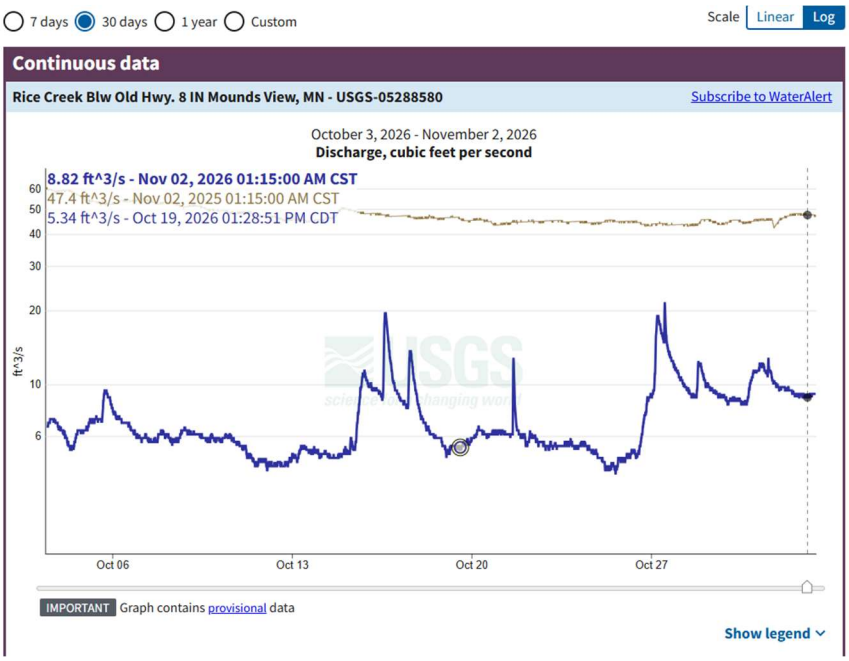
Introduction

Seeking Board approval of a joint funding agreement with the United States Geological Survey (USGS) to operate a continuous stream gage on Rice Creek.

Background

USGS maintains a network of stream gages across the country. These gages continuously measure stream stage and flow; data are reported in real-time on a USGS website. The data are used for flood modeling and forecasting, road crossing and culvert design, hydrologic and geomorphic studies, and for various special applications.

In cooperation with the RCWD, the USGS has operated a gage on Rice Creek since 2008. The gage is located near Old Highway 8 in Mounds View, just upstream of Long Lake. Online access can be found via a web search using the keywords "USGS gage rice creek MN".



USGS Rice Creek gage, web page screen shots

RCWD uses data from this gage for the development of the District Wide Model, sediment transport studies, carp management, and the Rice Creek Water Trail. Real-time stage and flow measurements provide an instant indicator of hydrologic conditions and response to precipitation, which is very valuable to District monitoring staff. The website also includes a real-time camera and time-lapse video.

Since the gage was installed in 2008, the USGS and the RCWD have shared the cost of operation and maintenance. The current agreement is set to expire, and a 3-year renewal contract is proposed. The total *shared cost* of the new 3-year contract is $65,210. The total 3-year cost for RCWD is $42,648, roughly $14,200 per year. These costs remain unchanged from the District's last contract with USGS; 2023-2026 annual costs to RCWD were also $14,200. This cost has been covered by the District's 90-04 water monitoring budget and the 2027 budget anticipates this expenditure.

Fiscal Year	USGS Match	RCWD	Annual Total
2027	$ 7,654	$ 14,016	$ 21,670
2028	$ 7,554	$ 14,216	$ 21,770
2029	$ 7,354	$ 14,416	$ 21,770
Contract Total	$ 22,562	$ 42,648	$ 65,210

Cost breakdown for joint-funding of USGS gage on Rice Creek

Staff Recommendation

Data collected by the USGS gage on Rice Creek provide tremendous value to the District and the general public. Staff recommend that the Board enter into a 3-year agreement with the USGS to operate the gage through 2029.

Proposed Motion

Manager _____ moves to authorize the Administrator, on advice of counsel, to enter into a 3-year agreement with the U.S. Geological Survey for operation and maintenance of the stream gage located on Rice Creek for an amount not-to-exceed $42,648.

ITEMS REQUIRING BOARD ACTION

4. Minnesota Watersheds Annual Business Meeting (Nick Tomczik)

MEMORANDUM
Rice Creek Watershed District

Date: **November 3, 2026**
To: **RCWD Board of Managers**
From: **Nick Tomczik, Administrator**
Subject: **Minnesota Watersheds Annual Business Meeting**

Introduction
The Board to act directing delegate voting at the Minnesota Watersheds Annual Business Meeting.

Background
RCWD is a member of Minnesota Watersheds. The 2026 Annual Business Meeting of Minnesota Watersheds, which will be held on Friday, December 4, 2026, at 8:00 a.m. at Grand View Lodge in Nisswa, Minnesota. Minnesota Watersheds states that "During the meeting, members will receive annual reports, review and act on the association's financial reports and budget, consider proposed dues structure adjustments, Strategic Plan revisions, Bylaws changes, and 2027 Legislative Priorities, and conduct other business that may properly come before the membership." There is not a virtual option for this meeting.

The November 9th Board workshop includes discussion on business meeting agenda items. The intention is for the Board to formalize its position on the agenda items of the 2026 Annual Business Meeting of Minnesota Watersheds.

Staff Recommendation
Staff recommend the Board act to inform its delegates of its position for voting at 2026 Annual Business Meeting of Minnesota Watersheds.

ITEMS REQUIRING BOARD ACTION

5. 2027 Board Calendar (Nick Tomczik)

RICE CREEK WATERSHED DISTRICT – 2027 BOARD OF MANAGERS CALENDAR draft

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
1/1: New Year's Holiday- Office Closed 1/6 **NO C**AC Mtg 11: Board Workshop (9 a.m. RCWD office) 13: Regular Bd. Mtg. (9:00 am Mounds View CC) 14:Per Diem & Mileage Claim Forms Due 18: MLK Day-Office Closed 27: Regular Bd. Mtg. (9:00 am Mounds View CC)	3: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Robertson 8: Board Workshop (9 a.m. RCWD office) 10: Regular Bd.Mtg. (9:00 am Mounds View CC) 11:Per Diem & Mileage Claim Forms Due 15: President's Day- Office Closed 23: MW Legislative Event, Capitol Ridge Hotel in St. Paul 24: Regular Bd.Mtg. (9:00 am Mounds View CC)	3: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Hegland 8: Board Workshop (9 a.m. RCWD office) 10: Regular Bd.Mtg. (9:00 am Mounds View CC) 11:Per Diem & Mileage Claim Forms Due 24: Regular Bd. Mtg. (9:00 am Mounds View CC)	7: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr TBD 12: Board Workshop (9 a.m. RCWD office) 14: Regular Bd.Mtg. (9:00 am Mounds View CC) 15:Per Diem & Mileage Claim Forms Due 28: Regular Bd.Mtg. (9:00 am Mounds View CC)	5: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Weinandt 10: Board Workshop (9 a.m. RCWD office) 12: Regular Bd.Mtg. (9:00 am Mounds View CC) 13:Per Diem & Mileage Claim Forms Due 26: Regular Bd. Mtg. (9:00 am Mounds View CC) 31: Memorial Day -Office Closed	2: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Waller 7: Board Workshop (9 a.m. RCWD office) 9: Regular Bd.Mtg. (9:00 am Mounds View CC) 10:Per Diem & Mileage Claim Forms Due 18: Juneteenth National Independence Day - Office Closed 23: Regular Bd.Mtg.(9:00 am Mounds View CC)
JULY	**AUGUST**	**SEPTEMBER**	**OCTOBER**	**NOVEMBER**	**DECEMBER**
5: Independence Day- Office Closed 7: **NO** CAC Mtg 12: Board Workshop (9 a.m. RCWD office) 14: Regular Bd.Mtg. (9:00 am Mounds View CC) 15:Per Diem & Mileage Claim Forms Due 28:Regular Bd.Mtg. (9:00 am Mounds View CC)	4: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Robertson 9: Board Workshop (9 a.m. RCWD office) 11: Regular Bd.Mtg. (9:00 am Mounds View CC 12:Per Diem & Mileage Claim Forms Due 25: Regular Bd.Mtg. & Proposed Budget Hrg & announce Dec. Truth & Taxation public meeting (9:00 am Mounds View CC) XX-XX: MW Summer Tour, TBD	1: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Hegland 6: Labor Day - Office Closed 7 Tuesday: Board Workshop (9 a.m. RCWD office) 8: Regular Bd.Mtg (9:00 am Mounds View CC) 9:Per Diem & Mileage Claim Forms Due 22: Regular Bd.Mtg. (9:00 am Mounds View CC)	6: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr TBD 11: Board Workshop (9 a.m. RCWD office) 13: Regular Bd.Mtg. (9:00 am Mounds View CC) 14:Per Diem & Mileage Claim Forms Due 27: Regular Bd.Mtg. (9:00 am Mounds View CC)	3: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Weinandt 8: Board Workshop (9 a.m. RCWD office) 10: Regular Bd.Mtg. (9:00 am Mounds View CC*) 11: Veteran's Day-Office Closed 12:Per Diem & Mileage Claim Forms Due 24: NO Regular Bd.Mtg 25 & 26 Thanksgiving Holiday- Office Closed	2-4 MW Annual Mtg Grandview Lodge, Nisswa 1: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Waller 6: Board Workshop (9 a.m. RCWD office) 8:Regular Brd.Mtg.&Truth & Taxation public mtg (6:30 pm Mounds View CC) 9:Per Diem & Mileage Claim Forms Due 22: NO Regular Bd.Mtg. 23 & 24: Christmas Holiday- Office Closed 12/31: New Year's Holiday- Office Closed

The RCWD established the option for the public to monitor its meetings virtually using interactive technology. In-person Board Workshops will be conducted at the RCWD conference room 4325 Pheasant Ridge Drive NE, Blaine, MN. In-person Board Meetings will be conducted at the Mounds View City Council Chambers, 2401 County Road 10, Mounds View, MN, unless otherwise noted. CAC=Citizen Advisory Committee meetings held at RCWD offices and virtually.

ITEMS REQUIRING BOARD ACTION

6. November 25th Check Register – Resolution Authorizing Treasurer Approval (Nick Tomczik)

RESOLUTION NO. 2026-15

RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS

AUTHORIZATION FOR PAYMENT OF NOVEMBER 2026 CHECK REGISTER

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

WHEREAS the Rice Creek Watershed District would normally authorize payment of its check register at the second meeting of each month, and

WHEREAS the District will not be having a regular meeting on Wednesday, November 25, 2026, and

WHEREAS the District will have financial obligations to meet at that time for payment of payroll and benefits, payroll taxes, office operating expenses, manager per-diem, professional services and surety returns.

WHEREAS, in addition the District may also have financial obligations to meet at that time for pay requests for District Projects.

THEREFORE BE IT RESOLVED that the Board of Managers authorize the District Treasurer to review and approve payment of the November 25, 2026 check register in an amount not to exceed $400,000 for operating expenses, and $150,000 surety returns.

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

	Yea	Nay	Absent	Abstain
BRADLEY	☐	☐	☐	☐
HEGLAND	☐	☐	☐	☐
ROBERTSON	☐	☐	☐	☐
WALLER	☐	☐	☐	☐
WEINANDT	☐	☐	☐	☐

Upon vote, the President declared the Resolution _____.

_____ Dated: November 10th, 2026
Janet Hegland, Secretary

* * * * * * * * * * * *

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

IN TESTIMONY WHEREOF, I hereunto set my hand this 10th day of November, 2026.

_____
Janet Hegland, Secretary

ITEMS REQUIRING BOARD ACTION

7. Check Register Dated November 10, 2026, in the Amount of $220,620.38, Prepared by Redpath and Company

Rice Creek Watershed District
Check Register
October 29, 2026 - November 10, 2026
To Be Approved at the November 10, 2026 Board Meeting

Check #	Date	Payee	Description	Amount	
27105V	10/28/26	Peterson Larson	Construction	($308.78)	*Void
27120	10/28/26	Peter Larson	Construction-Mini Grant	308.78	
27121	10/29/26	GRI Blaine, LLC	Rent	2,689.16	
27122	11/10/26	Barr Engineering	Engineering	4,460.00	
27123	11/10/26	City of Fridley	Construction	1,238.50	
27124	11/10/26	City of Mounds View	Professional Services	200.00	
27125	11/10/26	Richard Hank	Construction-WQ cost share grant	4,469.83	
27126	11/10/26	Jacobs Engineering Group Inc	Engineering	2,175.00	
27127	11/10/26	Pitney Bowes Reserve Account	Postage	950.00	
27128	11/10/26	Postmaster	Legal Notice	185.25	
27129	11/10/26	Ramsey County	Contracted Services	23,423.62	
27130	11/10/26	Suzanne Sater	Construction-Mini Grant	479.08	
27131	11/10/26	Ray Seeger	Construction -Mini Grant	500.00	
27132	11/10/26	Stantec Consulting Services Inc.	Contracted Services	4,386.25	
27133	11/10/26	Timesaver Off Site Secretarial	Professional Services	327.00	
27134	11/10/26	Washington Conservation District	Contracted Services	5,330.75	
27135	11/10/26	Timothy Wood	Construction-Mini Grant	500.00	
27136	11/10/26	WSB & Associates Inc.	Engineering	2,019.75	
27137	11/10/26	Joanna Zimny	Construction	481.38	
11603	11/10/26	Tom Atkinson	Surety Release - #25-105	1,000.00	
11604	11/10/26	Capital Partners	Surety Release - #22-076	5,000.00	
11605	11/10/26	FedEx Freight, Inc.	Surety Release - #26-037	1,500.00	
11606	11/10/26	Dana Kelly	Surety Release - #07-109 Final	1,500.00	
11607	11/10/26	KE Properties LLC	Surety Release - #21-032	72,300.00	
11608	11/10/26	NuStar	Surety Release - #24-043	7,100.00	
Payroll	11/15/26	November 15th Payroll (estimate)	November 15th Payroll (estimate)	42,181.60	
EFT	11/10/26	US Bank Equipment Finance	Equipment Lease	716.82	
EFT	11/10/26	Comcast	Telecommuncations	419.75	
EFT	11/10/26	Wex Bank	Vehicle Fuel	668.29	
EFT	11/10/26	Xcel Energy	Telecommuncations	24.10	
EFT	11/10/26	Xcel Energy	Telecommuncations	14.30	
EFT	11/19/26	Card Services-Elan	November Credit Card	6,735.64	
EFT	11/15/26	Internal Revenue Service	11/15 Federal Withholding (estimate)	14,376.00	
EFT	11/15/26	Minnesota Revenue	11/15 State Withholding (estimate)	2,699.60	
EFT	11/15/26	Voya Retirement	11/15 Deferred Compensation	860.00	
EFT	11/15/26	Voya Retirement	11/15 Roth IRA	646.35	
EFT	11/15/26	Health Equity	11/15 HSA	453.00	
EFT	11/15/26	PERA	11/15 PERA (estimate)	8,609.36	
Total				**$220,620.38**	

* 27105 Void and reissued due to incorrect name

ITEMS FOR DISCUSSION AND INFORMATION

1. District Engineer Updates and Timeline

District Engineer - Monthly Project Report October 2026
Rice Creek Watershed District

Date Prepared: November 3rd
Prepared by: C. Grandbois

Project Name	Task Order Manager	Estimated Budget	Cost to Date	Remaining Budget	Project Complete / Transfer Funds?	Estimated Progress Based on Work Completed	Percentage of Budget Utilized	Within Budget? (Y/N)	District Billed for Exceedence of Budget? (Y/N)	Initial Target Completion Date	Items of Interest / Concern
East Moore Lake Stormwater Resilience and Water Quality Analysis	Adam Nies	$91,000	$65,595	$25,405	N	75.0%	72.1%	Y	N/A	1-Feb-26	We are beginning to address City of Fridley comments and completing additional scope items.
JD 3 Clearwater Creek Final Plans	Adam Nies	$110,000	$44,744	$65,256	N	40.0%	40.7%	Y	N/A	30-Jun-26	A landowner meeting has been completed. Next step is to coordinate with individual landowners and
Jones Lake Outlet Modification and Dredging Project: Final Design and Permitting	Joe Lewis	$485,000	$401,522	$83,478	N	90.0%	82.8%	Y	N/A	30-Jun-26	Critical Connections Ecological Services (CCES) has completed a site review. We are continuing coordination with DNR flood management staff on floodplain considerations.
Hardwood Creek / JD 2 Subwatershed Storage Feasibility Study	Adam Nies	$54,000	$50,783	$3,218	N	95.0%	94.0%	Y	N/A	1-Mar-26	The report is completed. Next steps include presentation to the Board of Managers and landowner engagement.
ARJD 1 Repair Report	Adam Nies	$132,000	$84,274	$47,726	N	80.0%	63.8%	Y	N/A	1-Jun-26	HEI has engaged with the landowner at the realignment site. We are currently preparing regulatory engagement materials.
2027 Stormwater Management Grant Program Application Review	Chris Otterness	$8,100	$57	$8,043	Y	1.0%	0.7%	Y	N/A	31-Jan-27	We are beginning to assist RCWD staff in preapplication meetings with prospective grantees.
GIS and Ditch Records Maintenance; DrainageDB Annual Subscription	Brian Fischer	$19,000	$11,363	$7,637	N	83.3%	59.8%	Y	N/A	31-Dec-26	HEI uploads ditch records to DrainageDB quarterly, updates GIS data, and manages WMD charge information.
MS4Front Annual Subscription and Implementation Services	Brian Fischer	$16,000	$10,381	$5,619	N	83.3%	64.9%	Y	N/A	31-Dec-26	HEI completes updates to MS4Front on an as-requested basis.
Hansen Park IESF Rehabilitation	Alex Schmidt	$18,300	$16,779	$1,521	N	90.0%	91.7%	Y	N/A	30-Jun-26	A draft report has been completed and is under review by District staff.
Lake Johanna Outlet Final Plans and Const Admin	Chris Otterness	$73,400	$28,778	$44,622	N	40.0%	39.2%	Y	N/A	31-Dec-26	Easement documents have been completed and sent to Ramsey County for review.
RWJD 1 Repair Report	Chris Otterness	$75,000	$18,906	$56,094	N	30.0%	25.2%	Y	N/A	30-Nov-26	We have developed draft plan sheets for internal review.
2026 District Wide Modeling Program Annual Updates	Bret Zimmerman	$30,000	$4,774	$25,227	N	15.0%	15.9%	Y	N/A	31-Dec-26	We are beginning to update the model with new information from permits and District projects
Jones Lake Forebay and RCD 5 Realignment Construction Management	Joe Lewis	$75,500	$3,979	$71,521	N	5.0%	5.3%	Y	N/A	30-Jun-27	Contracts have been executed and construction is beginning.
ARJD 1 Final Design, Bidding, and Construction Management	Chris Otterness	$224,400	$9,821	$214,579	N	4.0%	4.4%	Y	N/A	31-Jul-28	Development of final plans and specifications is continuing.

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

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

HOUSTON engineering, inc.

District Engineer
Monthly Progress Report (Actual & Estimated Progress)
Through October 2026

RCWD RICE CREEK WATERSHED DISTRICT

