

**FY 2023 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 WATERSHED-BASED IMPLEMENTATION FUNDING  
 GRANT AGREEMENT**

<b>Vendor:</b>	0000195928
<b>PO#:</b>	3000015025

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Rice Creek WD, 4325 Pheasant Ridge Dr NE #611 Blaine Minnesota 55449 (Grantee).

<i>This grant is for the following Grant Programs :</i>		
C23-9441	2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD	\$150,000
<b>Total Grant Awarded: \$150,000</b>		

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(a), and the Laws of Minnesota, 2021, 1<sup>st</sup> Special Session, Chapter 1, Article 2, Sec. 6(a) appropriated Clean Water Funds (CWF) to the Board for the FY 2022-2023 Watershed-based Implementation Funding Program.
2. The Board adopted the FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the allocation of funds for the FY 2022-2023 Watershed-based Implementation Funding Program. through Board Order #21-51.
3. The Grantee has submitted a Board-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State’s Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is: **Nick Tomczik, Administrator**  
**4325 Pheasant Ridge Drive NE #611**  
**Blaine, MN 55449**  
**Phone: 763-398-3070**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
  - 1.2. **Expiration date: December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
  - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference and abide by the FY2022-23 Watershed-based Implementation Funding policy.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board-approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minnesota Statutes § 103C.401 establishes the Board's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors

in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and the Board must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Board under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**15. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

**17. Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

**18. Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

**19. Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Rice Creek WD

By: Nick Tomczik  
(print)

Nick Tomczik  
(signature)

Title: Administrator

Date: Oct 4, 2022

Board of Water and Soil Resources

By: Marcey Westrick  
Digitally signed by Marcey Westrick  
Date: 2022.10.06 22:06:16 -05'00'

Title: Central Region Manager

Date: 10/06/2022



# Grant Workplan

## Watershed Based Implementation JUL 2023

**Grant Title** - 2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD

**Grant ID** - C23-9441

**Organization** - Rice Creek WD

<b>Original Awarded Amount</b>	\$150,000.00	<b>Grant Execution Date</b>	
<b>Required Match Amount</b>	\$15,000.00	<b>Original Grant End Date</b>	12/31/2025
<b>Required Match %</b>	10%	<b>Grant Day To Day Contact</b>	Kyle Axtell
<b>Current Awarded Amount</b>	\$150,000.00	<b>Current End Date</b>	12/31/2025

**Budget Summary**

	Budgeted	Spent	Balance Remaining
Total Grant Amount	\$150,000.00	\$0.00	\$150,000.00
Total Match Amount	\$24,000.00	\$0.00	\$24,000.00
Total Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$174,000.00</b>	<b>\$0.00</b>	<b>\$174,000.00</b>

*\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.*

**Budget Details**

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Clearwater Creek Stabilization Scoping	Planning and Assessment	Current State Grant	2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD..	\$60,000.00			N
Clearwater Creek Stabilization Scoping	Planning and Assessment	Local Fund	RCWD Match	\$7,000.00			Y

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Grant Administration	Administration /Coordination	Local Fund	RCWD Match	\$3,000.00			Y
Highway 61 Ponds Improvement Scoping	Planning and Assessment	Current State Grant	2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD..	\$40,000.00			N
Highway 61 Ponds Improvement Scoping	Planning and Assessment	Local Fund	RCWD Match	\$7,000.00			Y
Johanna Creek Carp Barrier	Non-Structural Management Practices	Current State Grant	2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD..	\$50,000.00			N
Johanna Creek Carp Barrier	Non-Structural Management Practices	Local Fund	RCWD Match	\$7,000.00			Y

### Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
392M - Fish Management	1	1	1 COUNT	0 COUNT
510M - Subwatershed Analysis	2	0	1 COUNT	0 COUNT

### Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
Johanna Creek Carp Barrier	PHOSPHORUS (EST. REDUCTION)	50 LBS/YR	Long Lake	Other	Estimate is long-term average based on P in fish tissue; not representative of in-lake P

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
					response
<b>Johanna Creek Carp Barrier</b>	PREVENTION	1 COUNT	Long Lake	Other	1 Carp Barrier
<b>Clearwater Creek Stabilization Scoping</b>	PREVENTION	1 COUNT	Peltier Lake	Other	1 Feasibility Study
<b>Highway 61 Ponds Improvement Scoping</b>	PREVENTION	1 COUNT	Bald Eagle Lake	Other	1 Feasibility Study



## Grant Activity

### Grant Activity - Clearwater Creek Stabilization Scoping

#### Description

The portion of the Main Trunk of Anoka Washington Judicial Ditch 3 (AWJD3, also known as Clearwater Creek) downstream of I-35E has a steep grade with minimal accumulated sediment. It instead exhibits heavily scoured and sloughing banks due to high peak flows and channel velocities and less stable (sandy) soils. Necessary repairs in this portion of the drainage system primarily include stabilization of streambanks, and construction of best management practices to reduce flow velocities.

This study will provide a detailed analysis of the extent and severity of the problems, recommend BMPs and engineered solutions to significantly reduce erosion, limit channel velocity and improve in-stream habitat, while establishing expected resource benefit outcomes associated with the multipurpose drainage management proposals. None of the proposed work is required by M.S. 103E.

General scope of study includes: field survey and walk-through, details and analysis of in-channel BMP's; H&H modeling and analysis of potential regional water quality and rate control BMP's; estimation of project quantities, and development of a final report. RCWD intends to engage Houston Engineering, Inc. to complete the study due to the firm's ongoing role as the official District Engineer and existing knowledge base of the District's public drainage system, including AWJD3.

RCWD will actively engage stakeholders including, but not limited to, the Cities of Centerville and Lino Lakes, Anoka County, Anoka Conservation District and area residents.

Ashlee Ricci, RCWD Public Drainage Inspector, will serve as the lead staff for this effort and oversee the engineer in developing the field information and data necessary to complete the study. She has managed numerous stream/ditch repair projects for the District over the last 8+ years.

#### Key Milestones:

2022 - No activity planned.

2023 - Complete field data collection; engage stakeholders; finalize scoping study.

2024 - No activity planned.

#### Category

PLANNING AND ASSESSMENT

#### Has Rates and Hours?

Yes

Activity Action - Feasibility Study			
Practice	510M - Subwatershed Analysis	Count of Activities	1
Description			
Proposed Size / Units	1 COUNT	Lifespan	Unknown

Grant Activity - Grant Administration	
Description	Grant and fiscal administration for this feasibility study will be implemented consistent with BWSR's grants administration manual (GAM) and WBIF/CWF program policies.  Kyle Axtell, RCWD Project Manager, will serve as the lead grant administrator for this project. He has successfully implemented numerous BWSR grants over the last 8 years, including eLINK grant administration and fiscal reconciliation.
Category	ADMINISTRATION/COORDINATION
Has Rates and Hours?	Yes

## Grant Activity - Highway 61 Ponds Improvement Scoping

### Description

RCWD operates a pair of wet ponds on Ramsey Washington Judicial Ditch 1 (RWJD1) in White Bear Township, providing sediment capture and general water quality treatment for flows through this ditch system to Bald Eagle Lake. These ponds were constructed in the early 1990's and have received little maintenance since that time. RCWD intends to complete maintenance of the outlet structure and removal of accumulated sediment in the near future. This project comprises additional study (beyond normal maintenance) to evaluate options for improving the function and/or efficiency of the existing facilities through retrofit enhancements, expansion, or redesign.

General scope of study includes: pond survey and probing; development of multiple concept project alternatives; preparation of preliminary CAD drawings; modeling of two alternatives in XPSWMM; Development of a basic P8 model to evaluate the (maintained) function of the ponds vs. concept alternatives; and preparation of a feasibility report identifying the concept projects' benefits and costs. The ponds were originally constructed with a primary purpose of water quality improvement for Bald Eagle Lake. This project will further that goal. RCWD intends to engage Houston Engineering, Inc. to complete the study due to the firm's ongoing role as the official District Engineer and existing knowledge base of the District's public drainage system, including RWJD1.

RCWD will actively engage stakeholders including, but not limited to, White Bear Township, Ramsey County, MnDOT, and area residents.

Kyle Axtell, RCWD Project Manager, will serve as the lead staff for this effort and oversee the engineer in developing the field information and data necessary to complete the study. He has managed numerous capital projects for the District over the last 13+ years.

#### Key Milestones:

2022 - No activity planned.

2023 - Complete field data collection; engage stakeholders; finalize scoping study.

2024 - No activity planned.

### Category

PLANNING AND ASSESSMENT

### Has Rates and Hours?

Yes

Activity Action - Feasibility Study			
Practice	510M - Subwatershed Analysis	Count of Activities	1
Description			
Proposed Size / Units	1 COUNT	Lifespan	Unknown

Grant Activity - Johanna Creek Carp Barrier	
Description	<p>RCWD continues to explore expansion of its common carp management program to reduce the viable population of carp in the Long Lake - Lino Lakes Chain of Lakes system. Management of the primary spawning migration route through Rice Creek has been successful, and PIT tag monitoring has shown that carp are now shifting to migrate through Johanna Creek to a series of shallow wetlands to the south. Installation of a physical barrier on Johanna Creek will effectively block access to this new spawning area, further limiting reproduction of common carp and leading to improved water quality in Long Lake. This project will be operated for a minimum of 25 years. A recently updated carp management plan and addendum has been uploaded to eLINK for additional information about the project.</p> <p>Preliminary construction plans for this project have already been completed by the District, working with Houston Engineering, Inc. They are based on previous successful fish barrier designs implemented by the District. The District has a commitment from the City of New Brighton to allow placement of the structure on City property and a long-term written access agreement will be executed before construction occurs. An O&amp;M plan for this facility will also be developed (with BWSR review).</p> <p>Matt Kocian, RCWD Lake &amp; Stream Specialist, will serve as the lead staff for this effort and oversee the construction of the barrier. He has managed the District's carp program since its inception in 2014, including two previous physical fish barrier projects.</p> <p>Key Milestones:  2022 - Execution of access agreement; complete construction of barrier frame.  2023 - Install barrier grates prior to spring spawning run of common carp; place barrier into permanent service.  2024 - No activity planned.</p>
Category	NON-STRUCTURAL MANAGEMENT PRACTICES
Has Rates and Hours?	Yes

<b>Activity Action - Common Carp Barrier</b>			
<b>Practice</b>	392M - Fish Management	<b>Count of Activities</b>	1
<b>Description</b>			
<b>Proposed Size / Units</b>	1 COUNT	<b>Lifespan</b>	25 Years

**Grant Attachments**

<b>Document Name</b>	<b>Document Type</b>	<b>Description</b>
<b>2023 Watershed Based Implementation Funding Addendum to carp management plan Application</b>	Grant Agreement	2023 Watershed Based Implementation Funding - Rice Creek WD
<b>Carp management plan</b>	Grant	2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD
<b>DRAFT Project Assurances RCWD-City Access Agreement</b>	Workflow Generated	Workflow Generated - Application - 07/28/2022
<b>FY22-23 Rice Creek Metro WBIF Proposals FINAL 20220728</b>	Grant	2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD
	Grant	2022 Metro WBIF - Mississippi East Watershed - Rice Creek WD