



JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
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FEBRUARY						
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RCWD BOARD OF MANAGERS WORKSHOP

Monday, January 9, 2023, 1:00 p.m.

Rice Creek Watershed District Conference Room
4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota

or via Zoom Meeting:

<https://us06web.zoom.us/j/81924092665?pwd=R3djQ0g3OE05SnhMm1NQVV1Y2dqUT09>

Meeting ID: 819 2409 2665

Passcode: 239381

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

Meeting ID: 819 2409 2665

Passcode: 239381

Agenda

ITEMS FOR DISCUSSION (times are estimates only)

- 1:00 Patricia Preiner Years of Service Plaque Presentation
- 1:15 Delegation of Signing & Disbursement Authority to District Administrator
- 1:45 City/District Memorandum of Agreements for Work on Public Drainage Systems
- 2:00 Review Website Project Proposals
- 2:15 Ramsey County Letter of Support Request - State Bonding
- 2:45 CAC - Membership Mileage Reimbursement
- Administrator Updates (If Any)

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

BOARD OF
MANAGERS

Anoka County

Steven P. Wagamon
Anoka County

Michael J. Bradley
Ramsey County

Marcie Weinandt
Ramsey County

John J. Waller
Washington County

ITEMS FOR DISCUSSION (times are estimates only)

1:15 Delegation of Signing & Disbursement Authority to District Administrator

MEMORANDUM
Rice Creek Watershed District



Date: January 3, 2023
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Delegation of Signing & Disbursement Authority to District Administrator

Background

At the December 12 workshop, I reported of my intent to bring forward for Board of Managers consideration a policy by which the Board would delegate to the Administrator the authority to sign checks and otherwise disburse payment for certain categories of District operational or administrative expenditures. Attached is a proposed resolution delegating this authority for enumerated categories of expenditures.

Discussion

The delegation concerns disbursements that fall within the Board-approved budget and are generally regular in nature, for District operations and administrative matters. The resolution states the rationale for the delegation of authority.

Note that the policy would require the Administrator to advise the Board monthly of payments made pursuant to this authority. Also, the Administrator is instructed to bring to the Board, for ordinary approval, any payment within the Administrator’s delegated authority that the Administrator, nevertheless, considers to raise a question of policy or otherwise to merit Board consideration.

Article V, section 6, of the Bylaws states:

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of RCWD shall be signed by two members of the RCWD Board of Managers.

The resolution also would amend this provision of the bylaws, to allow the Board to delegate this check-signing role. In accordance with the Bylaws, also attached is a 30-day notice of proposed Bylaws amendment.

Staff seeks the Board’s discussion of the proposed resolution at the January 9 workshop. Staff would bring the resolution, with any revisions resulting from Board discussion, to the February 6 workshop for any further discussion, and to the February 8 meeting for Board action.

Resolution 2009-04

At the December 12 workshop, reference was made to Resolution 2009-04 (attached for your reference), which delegates to the Administrator the authority to enter into certain contracts. A question was raised as to how this authority relates to the proposed delegation. Counsel suggests that it doesn’t. Counsel advises:

MEMORANDUM

Rice Creek Watershed District



Resolution 2009-04 delegates to the Administrator the authority to enter into (and bind the District to) certain contracts, but it does not authorize the Administrator to make payments under those contracts. Presently, the Board still must approve all individual payments under a contract, even if the contract originally was entered into by the Administrator, without board involvement. The new proposed delegation doesn't expand or otherwise alter the Administrator's authority to enter into contracts, it just simplifies the process by which the District may process and disburse certain payments due. And this new delegation is not limited only to contracts that the Administrator entered into under authority of Resolution 2009-04, but applies to any operational or administrative payment due that falls under the scope described in the delegation resolution.

Request for Board Consensus

Staff recommends that the Board discuss the proposed resolution and Bylaws change, and provide direction to staff for any adjustment of the resolution.

Attachments

- Proposed resolution: "Amending Bylaws and Delegating Certain Signing & Disbursement Authority to the District Administrator"
- Bylaws proposed amendment
- Resolution 2009-04

RESOLUTION NO. 2023-XX
RICE CREEK WATERSHED DISTRICT
BOARD of MANAGERS

**AMENDING BYLAWS and DELEGATING CERTAIN SIGNING & DISBURSEMENT AUTHORITY TO
THE DISTRICT ADMINISTRATOR**

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

WHEREAS the Rice Creek Watershed District (“District”) Bylaws, at Section V.6, states: “All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of RCWD shall be signed by two members of the RCWD Board of Managers.”

WHEREAS the District maintains an Accounting, Funds Management and Investment Manual (“Manual”) that specifies authority and procedures for receiving revenues, disbursing payments, maintaining accounts and managing District funds;

WHEREAS the Manual describes the procedure by which payments due are brought before the District Board of Managers (“Board”) for approval before they are disbursed;

WHEREAS the Board affirms the importance of reserving to itself the authority to approve District disbursements when that action implicates a District policy choice in pursuing its water resource goals, is meaningful to ensure District accountability for expenditures, or is legally mandated;

WHEREAS disbursements in the realm of District operations, in accordance with the approved budget and authorized contractual commitments, typically do not implicate policy judgments, are accountable in their regularity, and are not by law reserved to the Board, but rather are principally to maintain facilities and equipment, administer human resources, and protect assets;

WHEREAS District resources may be used efficiently and timely District payments ensured by placing disbursements that meet the above criteria within the authority of the District administrator;

WHEREAS in accordance with the Bylaws, on January 9, 2022 notice was given to all managers of a proposed amendment to allow the Board to delegate certain limited check-signing authority to the District administrator;

THEREFORE BE IT RESOLVED that Article V, Section 6 of the Bylaws is revised to read:

Article V, Section 6. AUTHORIZED SIGNATORIES BY MANAGERS: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of RCWD shall be signed by two members of the RCWD Board of Managers, except that the Board, by resolution, may delegate to the District Administrator the authority to sign checks and authorize disbursements for certain categories of operational or administrative expenditures within the Board-approved budget. Checks may be endorsed through electronic signature.

BE IT FURTHER RESOLVED that the Board of Managers hereby authorizes the District administrator, on behalf of the District, to sign and disburse payments within the approved budget and pursuant to an authorized contract, for the following:

- a. Office lease payments
- b. Utility service payments
- c. Equipment and vehicle lease payments and repair costs
- d. Auto, property, liability, and workers compensation insurance premiums
- e. Fringe benefits and other payroll related items
- f. Staff training fees, dues and subscriptions
- g. Employee reimbursements for prior-authorized purchases
- h. License and permit fees to governmental agencies
- i. Postal and publication fees and costs associated with giving notice in proceedings and official actions
- j. Debt service payments pursuant to bond or loan schedules

BE IT FURTHER RESOLVED that the District administrator will report to the Board monthly as to disbursements made under this authority; and

BE IT FINALLY RESOLVED that the District administrator shall bring any payment authorized here for Board approval when, in the administrator’s judgment, it raises a question of policy, accountability, or legal compliance appropriate for Board consideration.

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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
BRADLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERTSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WAGAMON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WALLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WEINANDT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution _____.

_____, Secretary

Dated: _____, 2023

* * * * *

I, _____, Secretary of the Rice Creek Watershed District, do hereby certify that I have compared the above resolutions 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 ____ day of _____ 2023.

_____, Secretary

DRAFT

Board of Managers January 9, 2023 Workshop Meeting

NOTICE pursuant to District Bylaws, Art. XIV, Section 1, of proposed amendment of Bylaws, to be considered at February 8, 2023 Board meeting.

Article V, Section 6. AUTHORIZED SIGNATORIES BY MANAGERS: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of RCWD shall be signed by two members of the RCWD Board of Managers, except that the Board, by resolution, may delegate to the District Administrator the authority to sign checks and authorize disbursements for certain categories of operational or administrative expenditures within the Board-approved budget. Checks may be endorsed through electronic signature.

RESOLUTION 2009-04

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

**RESOLUTION AUTHORIZING THE DISTRICT ADMINISTRATOR
TO ENTER INTO CERTAIN CONTRACTS**

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

WHEREAS the Rice Creek Watershed District (the District) Board of Managers, in accordance with the authority granted it by Minnesota Statutes sections 103B.211, subdivision 1(a)(8), and 103D.335, subdivisions 7, 13, 21 and 23, as well as other authority, enters contracts to fulfill the statutory purposes of the District;

WHEREAS the Rice Creek Watershed District Board of Managers has duly adopted bylaws, in accordance with Minnesota Statutes section 103D.315, subdivision 11, governing the administration of the business and affairs of the District, and may temporarily suspend a provision of the bylaws by consent of a Board majority;

WHEREAS the Board of Managers may, from time to time, delegate to the District Administrator the authority to perform certain duties on the District's behalf;

WHEREAS the efficient administration of the District's business and affairs supports the delegation to the Administrator of the authority to enter certain contracts on behalf of the District;

WHEREAS the Board of Managers will continue to review all requests for payment under contracts made on behalf of the District; and

WHEREAS the Board is authorized by Minnesota Statutes section 103E.705 to contract for repairs and maintenance of the public drainage system within its jurisdiction.

THEREFORE BE IT RESOLVED that the Board of Managers delegates to the Administrator the authority on behalf of the District to:

1. Enter a contract up to \$10,000 for the purchase of goods and supplies or for professional and technical services consistent with the approved District budget;
2. Exercise the authority of the Board under Minnesota Statutes section 103E.705 to enter into contracts up to \$10,000 for repair and maintenance of public ditch systems, subject to the procedures and limits of that section consistent with the approved District budget; and
3. Enter a contract of between \$10,000 and \$30,000 for professional and technical services consistent with the approved District budget and with the concurrence of, and execution of the contract by, the President of the Board of Managers;

BE IT FURTHER RESOLVED that the Board of Managers will solicit the opinion and recommendation of the Administrator prior to entering a contract for professional and technical services for more than \$30,000, and that whenever possible, the Administrator will obtain two or more price quotations or proposals for all such contracts where the contract price is estimated to exceed \$150,000;

BE IT FURTHER RESOLVED that Article IV, Section 8 of the bylaws is temporarily suspended and that the Administrator, in accordance with Article XI of the bylaws, will notice for consideration by the Board an amendment to Article IV, Section 8 as follows:

Section 8. ~~DUTIES of MANAGERS in STATUTE: Chapter 103D.315~~
~~"Managers" defines additional duties of the watershed district's~~
~~managers.~~ DESIGNATION OF DEPOSITORY AND OFFICIAL
NEWSPAPERS.

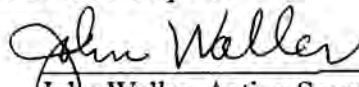
- (a) ~~Board shall delegate to the administrator authority to make expenditures that are consistent with the approved budget and expenditures that are not part of the approved budget under \$500.~~
- (ba) The Board shall designate the official District depository and official newspapers annually at the first regular meeting in February of each year.

The question was to adopt the Resolution and there were 5 yeas and nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
HAAKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MASTELL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OGATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PREINER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WALLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution adopted.

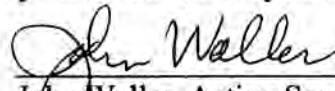
Dated: January 28, 2009



 John Waller, Acting Secretary

I, John Waller, Acting Secretary of the Rice Creek Watershed District, 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 it to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I set my hand this 28th day of January, 2009.



 John Waller, Acting Secretary

1:45 City/District Memorandum of Agreements for Work on Public
Drainage Systems



MEMORANDUM Rice Creek Watershed District

Date: December 29, 2022
To: RCWD Board of Managers
From: Ashlee Ricci, Public Drainage Inspector
Subject: City-District Memorandum of Agreements for Work on Public Drainage Systems

Introduction

The Rice Creek Watershed District as Drainage Authority (District) is responsible for the inspection and maintenance of the public drainage systems (Systems) within its boundary. The District has received increased interest from cities for them to undertake certain aspects of System inspection and maintenance. Two new Memorandums Of Agreement (MOA) are presented for early Board consideration.

Background

The District Systems frequently align with public property, and at times there is a mutual interest by both the District and a city as to the condition of the public drainage system, the adjacent property, or the timing and implementation of work proposed along it. While the District cannot abdicate its system obligations as Drainage Authority, it may capitalize on efficient and effective System management with its partners, for the advantage of the public.

These matters originate with the City of Hugo (Hugo). In 2004, Hugo expressed interest in undertaking System inspection and maintenance. The District and Hugo entered into a MOA for Hugo to complete work; the MOA was then extended multiple times. Inquiries from other cities led the District to review its MOA approach and endeavor to design a template agreement that would be applicable to and entered into with any interested city throughout the entire District. These modifications were developed in collaboration with city staff and Attorney John Kolb.

In December 2021, staff presented the Board with the template MOA, including administrative terms for District System work prioritization and budgeting, for cities to collaborate and complete inspection and maintenance of Systems. The Board consented and staff distributed the template MOA to the four cities and one county that had expressed interest. The MOA remains available for any interested public entity.

To date, in coordination with District staff, the cities of Mounds View and Roseville have reviewed and submitted a draft MOA for District consideration and execution.

Request for Board Consensus

Recognizing a MOA's implications on District work and budget, staff are seeking Board discussion and consensus on the draft MOA's with Mounds View and Roseville to complete System inspection and maintenance.

Attachment

- Draft Memorandum of Agreement City of Roseville and Rice Creek Watershed District
- Draft Memorandum of Agreement City of Mounds View and Rice Creek Watershed District

MEMORANDUM of AGREEMENT
City of Roseville and Rice Creek Watershed District
*Memorandum of Agreement Regarding Inspection and Maintenance of
Public Drainage Systems within the City*

This Memorandum of Agreement (“MOA”) is entered into by the City of Roseville (Roseville) and the Rice Creek Watershed District (“RCWD”), political subdivisions of the State of Minnesota.

WHEREAS, all or portions of various public drainage systems under jurisdiction of the RCWD exist within the City of Roseville, Washington County, Minnesota; and

WHEREAS, the RCWD is the watershed management organization for the drainage area of the public drainage systems within the meaning of Minnesota Statutes Chapter 103B and the drainage authority for said systems within the meaning of Minnesota Statutes Chapter 103E; and

WHEREAS, pursuant to its obligations as drainage authority, RCWD implements an inspection program and a program of minor maintenance for the drainage systems and is solely responsible for the inspection and repair of the drainage systems; and

WHEREAS, Roseville wishes to undertake inspection and minor maintenance of any public drainage systems within the City with RCWD reimbursement, and Roseville and the RCWD believe there are administrative and other benefits if Roseville does so;

NOW, THEREFORE BE IT RESOLVED that Roseville and the RCWD enter into this MOA to provide for Roseville to undertake inspection and minor maintenance of public drainage systems within the City and agree as follows:

1. For the period of January 1, 2023 to December 31, 2026, Roseville will assume responsibility to continue a program of inspection and minor maintenance as follows:
 - a. For the remainder of calendar and budget year 2023, Roseville shall develop an annual work plan and budget for submission to the RCWD for review and approval no later than March 31, 2023. Roseville’s annual work plan and budget for 2023 shall be limited to the budgeting dollar value approved by the RCWD Board for 2023 or to available prioritized or re-prioritized funds as reviewed and approved by RCWD staff in coordination with the City during workplan approval.
 - b. Thereafter, for each subsequent calendar and budget year (2024-2026), Roseville shall develop an annual work plan and budget for submission to the RCWD staff for review no later than May 1 of each preceding year. RCWD staff will review the proposed annual work plan and budget within 30 days and coordinate with City staff to revise the workplan prior to its presentation to the RCWD Board and recommendation for inclusion in the subsequent year budget. RCWD staff will present the annual work plan and budget to its Board by June 1 or shortly thereafter.

- c. Unless approved by the RCWD, Roseville shall limit implementation to those activities defined in the approved work plan.
 - d. Additional work for unplanned or unforeseen issues that demonstrate a reasonable need may be approved by RCWD staff after final work plan approval.
 - e. Prior to submitting any pay request, Roseville shall provide an accounting of funds expended and work performed under this agreement.
 - f. The RCWD will reimburse Roseville for reasonable costs associated with and consistent with the approved work plan in the amount budgeted therefore and any additional work approved for unplanned or unforeseen issues.
2. The RCWD shall remain responsible for the public drainage systems within the City both as public drainage authority and MS4 permit holder. The RCWD and Roseville will copy each other on all correspondence with third parties concerning public drainage system inspection and maintenance and will communicate in good faith concerning any maintenance or other unplanned or unforeseen issues that arise.
 3. Roseville will obtain all applicable permits and approvals, including those of the RCWD, and otherwise meet all applicable legal requirements related to inspection and maintenance activities. It is understood that currently no formal permit should need to be secured from the Corps of Engineers, DNR, or RCWD for maintenance activities provided that work is undertaken constitutes minor maintenance. Roseville and the RCWD will cooperate to facilitate programmatic and project-specific concurrence of the Minnesota Department of Natural Resources in maintenance activities.
 4. Consistent with the work plan and budget, the RCWD will reimburse Roseville for reasonable costs associated with undertaking of inspection and maintenance within 30 days of Roseville's submission of an invoice/pay request.
 5. Roseville is authorized to use the ditch authority right-of-way without RCWD warranty, but Roseville's performance of maintenance otherwise is entirely under its own discretion, control, and municipal authority, and Roseville in no respect acts as the agent or representative of the RCWD. This MOA is not to be construed as creating a partnership or joint venture or as a joint powers agreement under Minnesota Statutes §471.59.

Roseville shall indemnify, defend, and hold harmless the RCWD, its officers, board members, employees and agents from any and all action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by Roseville that is the basis for Roseville's liability in law or equity.

The RCWD shall indemnify, defend, and hold harmless Roseville, its officers, council members, employees and agents, from any and all actions, causes of action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by the RCWD that is the basis for the RCWD's liability in law or equity.

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

6. Communications under this MOA shall be addressed to the following, unless changed in writing:

City Administrator City of Roseville 14669 Fitzgerald Avenue North Roseville, MN 55038-9367	Administrator Rice Creek Watershed District 4325 Pheasant Ridge Drive Northeast Suite 611 Blaine, MN 55449-3070
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7. This MOA is intended to be consistent with and does not supersede, in whole or part, any other existing agreement between Roseville and the RCWD.
8. This MOA does not waive and is not contrary to any authority or responsibility of the RCWD under Minnesota Statutes Chapters 103B, 103D, and 103E.
9. Roseville and the RCWD each intend to be bound by this MOA, represent the valuable consideration has been given and received, and waive any claim to the validity or binding nature of this MOA. This MOA grants no rights to anyone not a party to this Agreement and waives no immunity as to (a) third parties or (b) any non-contract action between Roseville and the RCWD.
10. This MOA may be terminated by either party upon 90 days' written notice.
11. This MOA expires on December 31, 2026, but may be extended in writing by authority of the Roseville City Council and the RCWD Board of Managers.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed by their duly authorized representatives:

CITY OF Roseville

Dated: _____, _____, Mayor

Dated: _____, _____, City Administrator

Approved as to Form and Execution

Dated: _____
_____, City Attorney

RICE CREEK WATERSHED DISTRICT

Dated: _____
Michael Bradley, President, Board of Managers

Dated: _____
Nicholas Tomczik, RCWD Administrator

Approved as to Form and Execution

Dated: _____
Rice Creek Watershed District Attorney

MEMORANDUM of AGREEMENT

City of Mounds View and Rice Creek Watershed District
*Memorandum of Agreement Regarding Inspection and Maintenance of
Public Drainage Systems within the City*

This Memorandum of Agreement (“MOA”) is entered into by the City of Mounds View (Mounds View) and the Rice Creek Watershed District (“RCWD”), political subdivisions of the State of Minnesota.

WHEREAS, all or portions of various public drainage systems under jurisdiction of the RCWD exist within the City of Mounds View, Washington County, Minnesota; and

WHEREAS, the RCWD is the watershed management organization for the drainage area of the public drainage systems within the meaning of Minnesota Statutes Chapter 103B and the drainage authority for said systems within the meaning of Minnesota Statutes Chapter 103E; and

WHEREAS, pursuant to its obligations as drainage authority, RCWD implements an inspection program and a program of minor maintenance for the drainage systems and is solely responsible for the inspection and repair of the drainage systems; and

WHEREAS, Mounds View wishes to undertake inspection and minor maintenance of any public drainage systems within the City with RCWD reimbursement, and Mounds View and the RCWD believe there are administrative and other benefits if Mounds View does so;

NOW, THEREFORE BE IT RESOLVED that Mounds View and the RCWD enter into this MOA to provide for Mounds View to undertake inspection and minor maintenance of public drainage systems within the City and agree as follows:

1. For the period of January 1, 2023 to December 31, 2027, Mounds View will assume responsibility to continue a program of inspection and minor maintenance as follows:
 - a. For each calendar and budget year (2023-2027), Mounds View shall develop an annual work plan and budget for submission to the RCWD staff for review no later than May 1 of each preceding year. RCWD staff will review the proposed annual work plan and budget within 30 days and coordinate with City staff to revise the workplan prior to its presentation to the RCWD Board and recommendation for inclusion in the subsequent year budget. RCWD staff will present the annual work plan and budget to its Board by June 1 or shortly thereafter.
 - b. Unless approved by the RCWD, Mounds View shall limit implementation to those activities defined in the approved work plan.
 - c. Additional work for unplanned or unforeseen issues that demonstrate a reasonable need may be approved by RCWD staff after final work plan approval.
 - d. Prior to submitting any pay request, Mounds View shall provide an accounting of funds expended and work performed under this agreement.

- e. The RCWD will reimburse Mounds View for reasonable costs associated with and consistent with the approved work plan in the amount budgeted therefore and any additional work approved for unplanned or unforeseen issues.
2. The RCWD shall remain responsible for the public drainage systems within the City both as public drainage authority and MS4 permit holder. The RCWD and Mounds View will copy each other on all correspondence with third parties concerning public drainage system inspection and maintenance and will communicate in good faith concerning any maintenance or other unplanned or unforeseen issues that arise.
3. Mounds View will obtain all applicable permits and approvals, including those of the RCWD, and otherwise meet all applicable legal requirements related to inspection and maintenance activities. It is understood that currently no formal permit should need to be secured from the Corps of Engineers, DNR, or RCWD for maintenance activities provided that work is undertaken constitutes minor maintenance. Mounds View and the RCWD will cooperate to facilitate programmatic and project-specific concurrence of the Minnesota Department of Natural Resources in maintenance activities.
4. Consistent with the work plan and budget, the RCWD will reimburse Mounds View for reasonable costs associated with undertaking of inspection and maintenance within 30 days of Mounds View's submission of an invoice/pay request.
5. Mounds View is authorized to use the ditch authority right-of-way without RCWD warranty, but Mounds View's performance of maintenance otherwise is entirely under its own discretion, control, and municipal authority, and Mounds View in no respect acts as the agent or representative of the RCWD. This MOA is not to be construed as creating a partnership or joint venture or as a joint powers agreement under Minnesota Statutes §471.59.
6. Mounds View shall indemnify, defend, and hold harmless the RCWD, its officers, board members, employees and agents from any and all action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by Mounds View that is the basis for Mounds View's liability in law or equity.

The RCWD shall indemnify, defend, and hold harmless Mounds View, its officers, council members, employees and agents, from any and all actions, causes of action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by the RCWD that is the basis for the RCWD's liability in law or equity.

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

8. Communications under this MOA shall be addressed to the following, unless changed in writing:

City Administrator
City of Mounds View
2401 Mounds View Boulevard
Mounds View, MN 55112

Administrator
Rice Creek Watershed District
4325 Pheasant Ridge Drive Northeast
Suite 611
Blaine, MN 55449-3070

9. This MOA is intended to be consistent with and does not supersede, in whole or part, any other existing agreement between Mounds View and the RCWD.

10. This MOA does not waive and is not contrary to any authority or responsibility of the RCWD under Minnesota Statutes Chapters 103B, 103D, and 103E.

11. Mounds View and the RCWD each intend to be bound by this MOA, represent the valuable consideration has been given and received, and waive any claim to the validity or binding nature of this MOA. This MOA grants no rights to anyone not a party to this Agreement and waives no immunity as to (a) third parties or (b) any non-contract action between Mounds View and the RCWD.

12. This MOA may be terminated by either party upon 90 days' written notice.

13. This MOA expires on December 31, 2027, but may be extended in writing by authority of the Mounds View City Council and the RCWD Board of Managers.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed by their duly authorized representatives:

CITY OF MOUNDS VIEW

Dated: _____

_____, Mayor

Dated: _____

_____, City Administrator

Approved as to Form and Execution

Dated: _____
_____, City Attorney

RICE CREEK WATERSHED DISTRICT

Dated: _____

Michael Bradley, President, Board of Managers

Dated: _____

Nicholas Tomczik, RCWD Administrator

Approved as to Form and Execution

Dated: _____

Rice Creek Watershed District Attorney

2:00 Review Website Project Proposals



MEMORANDUM Rice Creek Watershed District

Date: December 27th, 2022
To: RCWD Board of Managers
From: Kendra Sommerfeld, Communication and Outreach Coordinator
Subject: Website Proposal Reviews

Introduction

The Board directed, by consensus, staff to release an RFP for website work at the November 2022 workshop and bring proposals for its review at January 2023 workshop. The deadline for proposals was December 27th, 2022.

Background

The selected consultant will design, develop, and launch the RCWD website for use. Staff received inquiries on the RFP and met with multiple website design companies. Ultimately, District staff received 10 proposals for the website development project.

Staff did an initial review of all proposals using the District's RFP criteria and recommend Plaudit Design. Staff found Plaudit Design's proposal to be the "best value" in that it best aligned with RCWD RFP goals and priorities, met budget, has in-house website support and hosting, has previous website work similar to our website vision, familiarity with our audience and area, and has the tools and an experienced team to successfully complete this project. The proposal timeline fits the needs of RCWD with an expected launch in September 2023.

The website would be developed using WordPress, a user-friendly format that should allow staff to manage the day-to-day changes to the website. Plaudit Design offers training for staff on how to use WordPress and manage the website as well. The website will not be hosted on GovOffice.com, the current provider, anymore. The website will be hosted by Plaudit Design.

The Communications and Outreach Coordinator would be responsible for the content creation with RCWD staff, leading the project, and being the day-to-day contact for the consultant.

Staff Recommendation

Staff recommend entering into a contract with Plaudit Design to complete the website project.

Request for Board Consensus

Staff asks for Board consideration and consensus to move forward with awarding the contract for the website project at a subsequent Board meeting.

2:15 Ramsey County Letter of Support Request - State Bonding



MEMORANDUM Rice Creek Watershed District

Date: December 30th, 2022
To: RCWD Board of Managers
From: Kendra Sommerfeld, Communications and Outreach Coordinator
Subject: RCWD Letter Requesting Ramsey County Board Legislative Support

Introduction

RCWD's recent annual update to Ramsey County Commissioners identified the County's potential support for the District advancing Ramsey County Ditch 2,3,5 (RCD 2,3,5) project funding. Staff present, for Board consideration, a letter seeking Ramsey County Board support for flood mitigation funding.

Background

Annually Ramsey County Managers present and report to Ramsey County Commissioners on District successful work, proposed work, and its challenges. During the meeting, the Commissioners invited the District to send a letter asking the Ramsey County Board of Commissioners to include State bonding support for drainage and flood mitigation projects in its 2023 legislative platform.

The District continues to seek funding to continue its slate of RCD 2,3,5 flood mitigation projects. The slate of projects materialized after the District was petitioned by the cities of New Brighton, Saint Anthony Village, and Roseville after they experienced flooding impacts resulting from severe weather. The District utilizing its District Wide Model completed extensive study identifying mitigation options for development and implementation. The Hansen Park Project was the first project to be implemented from a prioritized and extensive list of projects to bring cohesive function to the drainage systems and work to mitigate the extent of flood impacts. Many projects remain to be implemented in coordination with District partners.

The District should continue to capitalize on opportunities to gather support for its water resource efforts. District staff have drafted a letter requesting support from the Ramsey County Board of Commissioners.

Request for Board Consensus

Staff asks the Board to review the draft letter, discuss, and propose any edits if needed. Staff asks for Board consensus to send the letter to the Ramsey County Board of Commissioners after final edits are completed.

Attachments

- Draft Ramsey County Commissioners Flood Mitigation Funding Support Request Letter



January __, 2023

Ramsey County Board of Commissioners
220 Courthouse
15 West Kellogg Blvd.
Saint Paul, MN 55102

RE: Support Flood Mitigation Projects in 2023 Legislative Goals

Dear Ramsey County Board of Commissioners,

Rice Creek Watershed District (RCWD) requests the Ramsey County Board to include in its 2023 legislative platform support for State funding and bonding for flood mitigation projects.

RCWD and the cities of New Brighton, Saint Anthony Village, and Roseville are working to address flood mitigation projects located in various locations throughout these cities. The resulting project, referred to as the RCD 2, 3, 5 Basic Water Management Project, consists of multiple interrelated, interdependent, individual projects needed to reduce existing flooding in New Brighton, Saint Anthony Village, and Roseville. These projects also provide additional benefits to the community including improving water quality, restoring habitat, and working in harmony with City park and recreation plans. Along with requesting state funds, these projects will include cost-share between RCWD and all participating cities. In recognition of the significant regional benefits of these projects, RCWD requests the Ramsey County Board include support for State funding and bonding for multiple flood mitigation projects in its 2023 legislative platform.

The RCD 2,3,5 Basic Water Management Project is on the Minnesota Department of Natural Resource’s list of projects that are eligible for future funding from the Flood Hazard Mitigation Grant Assistance Program (FHM). However, the program is severally underfunded and subject to outcomes of the State’s bonding bill. Programs like these provide technical and financial assistance to local government units for reducing the damaging effects of floods. All communities working to address flood hazard mitigation would welcome stable funding under this or alternative programs.

One of the RCWD’s core missions is to address flooding. MN Association of Watershed Districts (MAWD) supports State funding and bonding for flood mitigation projects and recently passed a resolution supporting accelerated and consistent flood mitigation funding. Lack of funding for flood mitigation projects causes delays in preventing and reducing flooding events that damage critical communities and infrastructures within the RCWD and Ramsey County.

Again, RCWD requests the Ramsey County Board include support for State funding and bonding for multiple flood mitigation projects in its 2023 legislative platform.

If you have any questions, please contact District Administrator, Nick Tomczik, at 763-398-3079 or ntomczik@ricecreek.org.

Sincerely,

Michael Bradley
President, Rice Creek Watershed District

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

BOARD OF
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2:45 CAC - Membership Mileage Reimbursement

MEMORANDUM

Rice Creek Watershed District



Date: December 20th, 2022
To: RCWD Board of Managers
From: Kendra Sommerfeld, Communications & Outreach Coordinator
Subject: CAC Travel Expense Reimbursement

Introduction

The Board of Managers is required to maintain an advisory committee to advise and assist the Managers with all matters affecting the interests of the watershed district as well as to make recommendations on proposed RCWD projects and improvements.

Background

CAC Members discussed per diem or reimbursement for travel expenses to attend CAC meetings at the December 7th, 2022, CAC meeting. Manager Weinandt and Manager Bradley brought this item to the entire Board at the Board workshop on December 12th, 2022. The Board directed staff to research travel reimbursement for CAC members under RCWD policies and statute. Staff researched and reviewed travel reimbursement options with District Administrator and legal consultant. District staff confirmed that currently there is no set policy for CAC member travel reimbursement or other necessary expenses. Staff was advised that a travel reimbursement for CAC members must be adopted by the Board, even when the statute provides for it. Staff drafted a travel reimbursement policy for CAC members.

Staff calculated estimated mileage for each CAC member's travel from their residence addresses to the RCWD office location and applied the current IRS reimbursement rate. The total monthly expense for all current CAC members would be approximately \$130 per month per meeting, approximately \$1,300 per year for 10 meetings. The total CAC reimbursement amount will vary based on starting point residence/place of work and meeting location. The best guess of total annual cost is reasonable under the adopted 2023 annual budget.

Staff Recommendation

Staff supports the intention to adopt a policy to provide travel reimbursement to CAC members to attend CAC meetings.

Board Consensus

Staff asks Board to review the proposed policy and reach a consensus on approving a travel reimbursement policy for CAC members at a subsequent Board meeting.

Attachments

- Draft CAC Travel Reimbursement Policy



Rice Creek Watershed District: Policy for Citizen Advisory Committee Travel Reimbursement

Purpose:

To provide travel reimbursement to Citizen Advisory Committee members to attend Citizen Advisory Committee meetings.

Background:

The Citizen Advisory Committee Operating Procedures states that the Board of Managers may reimburse members of the Citizen Advisory Committee for actual traveling and other necessary expenses incurred in the performance of duties in the amount as provided for state employees (MS 103D.331, Subd. 3).

Policy:

The Board may reimburse Member for mileage from Member’s home or workplace address to the Rice Creek Watershed District office or specified meeting location at the current rate specified by the Internal Revenue Service for mileage allowance at the time the expense occurs.

Member must timely fill out and submit travel expense sheets to RCWD staff recording each meeting eligible for reimbursement. Members must submit travel expense sheets at least quarterly for reimbursement.

Mileage expenses need not be approved in advance, but mileage expenses will be reimbursed only when accompanied by documentation of the date, number of miles traveled, purpose and destination(s).

Members must fill out the RCWD W-9 form if requesting travel expense reimbursement.