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RCWD BOARD OF MANAGERS REGULAR MEETING AGENDA

Wednesday, December 11, 2024, 6:30 p.m.

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

or via Zoom Meeting:

<https://us06web.zoom.us/j/87688210311?pwd=rvBCznmAdlnMbjy15jzbwCtKyioQrh.1>

Meeting ID: 876 8821 0311

Passcode: 248094

+1 312 626 6799 US (Chicago)

Meeting ID: 876 8821 0311

Passcode: 248094

Agenda

CALL TO ORDER

ROLL CALL

SETTING OF THE AGENDA

APPROVAL OF MINUTES: NOVEMBER 12, 2024, WORKSHOP; NOVEMBER 13, 2024, 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
21-136	City of Forest Lake	Forest Lake	Final Site Drainage Plan	Amended CAPROC 1 item
24-063	KT Real Estate Holdings	Forest Lake	Final Site Drainage Plan	CAPROC 3 items
24-071	MNDOT	Forest Lake	Final Site Drainage Plan Street & Utility Plan Wetland Alteration Floodplain Alteration	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 December 3, 2024.

OPEN MIC/PUBLIC COMMENT

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

ITEMS REQUIRING BOARD ACTION

1. 2025 Truth in Taxation Opportunity for Comment (Nick Tomczik)
2. Water Quality Grant Program (Molly Nelson)
3. Blue Thumb Trademark Transfer (Nick Tomczik)
4. Ramsey County SWCD Agreement for Inspection Services (Patrick Hughes)
5. Redpath and Company's 2024 Audit Engagement Letter (Nick Tomczik)
6. RCWD 2025 Board Calendar (Nick Tomczik)
7. December 25, 2024 Check register – Resolution Authorizing Treasurer Approval (Nick Tomczik)
8. Check Register Dated December 11, 2024, in the Amount of \$171,849.13 Prepared by Redpath and Company

ITEMS FOR DISCUSSION AND INFORMATION

1. Staff Reports
2. District Engineer Updates and Timeline
3. December/January Calendar
4. Administrator Updates
5. Manager Updates

**APPROVAL OF MINUTES: NOVEMBER 12, 2024, WORKSHOP;
NOVEMBER 13, 2024, REGULAR MEETING**

Draft

RCWD BOARD OF MANAGERS WORKSHOP

Tuesday, November 12, 2024

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

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

1 The Board convened the workshop at 1:30 p.m.

2 Attendance: Board members Mike Bradley, John Waller, Steve Wagamon, Jess Robertson, Marcie
3 Weinandt

4 Absent:

5 Staff: District Administrator Nick Tomczik, Drainage & Facilities Manager Tom Schmidt, Regulatory
6 Manager Patrick Hughes, Program Support Technician Emmet Hurley, Office Manager Theresa Stasica
7 (videoconference)

8 Consultants: District Engineer Chris Otterness -Houston Engineering, Inc. (HEI), District Attorney Chuck
9 Holtman -Smith Partners

10 Visitors: Scott Robinson

11 **RCWD Rule Revision Update**

12 Regulatory Manager Hughes stated that approximately 25-30 comments were received for the rule revision.
13 The comments prompted a change to the rule language.

14

15 Rule B.1: Comment from City of Lino Lakes; concern about how rule can draw out processes

16 Rule C.6(d): Multiple comments from City of White Bear Lake; C.6(d)(2) has been revised

17 Rule C.9(b): Comment from City of Hugo; stated that additional recommendations for rule revisions are
18 anticipated and should be incorporated in rule revisions. These recommendations can't be considered until
19 complete

20 Table C.6: Comment from Plowe Engineering; the asterisk in the text isn't explained/referenced later in the
21 document. Notation has been added following Table C.6

22 Rule F.9: Comment from City of Hugo and Washington County; limitation of available wetland banks could
23 result in price gauging

24 Rule G.3: Comment from Smith Partners; adjusted language

25 Rule K.4: Comment from Catherine Decker; changed language from "statute" to "law"

26

27 Manager Wagamon had a question about the definition of "impractical" in Rule E.3(i) on page 44.
28 Regulatory Manager Hughes explained that we do not expressly define impractical in our rule but the intent
29 is to provide flexibility to the applicant and reduce variance requests, further extrapolated by District
30 Engineer Otterness and Administrator Tomczik.

31

32 Manager Wagamon had an additional question regarding Rule D.2(e) on page 41: asked why a notice of
33 intent is required. Regulatory Manager Hughes and District Engineer Otterness explained that this helps the
34 District know what work is occurring and also keeps a record of what BMPs have been maintained; Hughes
35 stated that he had met with cities.

36
37 Manager Waller commented about comparing our rules to the state minimum standards/rules. Manager
38 Bradley clarified that minimum standards means cities must conform to those rules, etc., and that the board
39 either must approve these new rules or go back to the old ones. Manager Robertson commented and
40 brought up that rules have already been compared. District Engineer Otterness provided a brief summary
41 of the scope of state minimum standard for water quality, water quantity, and the Wetland Conservation
42 Act and the scope and purpose of RCWD rules that go beyond the minimum standards.

43
44 Manager Wagamon agrees that today is not the day to make additional changes but would like to see
45 continued discussion on items pointed out, and that we should eliminate as many duplicate rules as
46 possible. Manager Bradley and Administrator Tomczik offered the district's protocols in routine regulation
47 review.

48
49 The Board and staff discussed availability of flood insurance and some insurance companies leaving
50 markets.

51
52 Manager Robertson asked why the City of Hugo has so many comments about RCWD rules; Manager Waller
53 and Administrator Tomczik explained that RCWD sets the standard for the City. Manager Robertson also
54 pointed out that the City of Hugo and other cities have historically made a lot of comments. Manager
55 Robertson stated that she does not want to be combative towards these cities.

56
57 Manager Waller asked if anyone has compared the district rules with the existing city rules and suggested
58 that entities might not have to come to RCWD for permission if they meet the rules in place for their
59 respective city. Manager Bradley reasoned that it's better under the watershed approach, for the district
60 to have one set of rules that is adopted by the cities, rather than the district trying to apply a variety of sets
61 of rules depending on the city.

62
63 Manager Robertson and District Attorney Holtman commented to clarify that a city may adopt equivalent
64 standards to the RCWD rules, most cities in the district subject to MS4 state standards. The City of Hugo
65 has done this.

66
67 Manager Weinandt stated that she is prepared to approve the motion during the 11/13/2024 Board
68 Meeting.

69
70 The Board will consider this item at the 11/13/2024 Board Meeting.

71
72 **District Employment Handbook Updates**

73 Administrator Tomczik reviewed updates: item 4.2 (Employment Classification); 4.4 (Time Records); 7.2
74 (Vacation); 7.3.1 (Earned Sick and Safe Time Leave)

75

76 Administrator may approve vacation leave ahead of employment, planned events, and at minimum ½ hour
77 increments. The increments at which time off can be requested have been updated (half-hours vs. half
78 workdays).

79

80 Manager Wagamon commented that half-hour increments seem tedious. Administrator Tomczik offered
81 an example of when half-hour increments make sense, yet commonly applied in full days.

82

83 Additionally, an update to have our handbook reflective of the state’s legislation regarding sick and safe
84 time.

85

86 The Board will consider this item at the 11/13/2024 Board Meeting.

87

88 **2024 MN Watersheds Annual Meeting**

89 Administrator Tomczik initiated discussion of the appointment of delegates; delegate one is Manager
90 Bradley, delegate two is Manager Weinandt, alternate is Manager Waller.

91

92 Manager Robertson stated that she will not be attending the MN watersheds meeting.

93

94 Manager Wagamon stated that he can cover the December CAC meeting.

95

96 Administrator Tomczik reviewed MN Watersheds’ budget and strategic plan. He pointed out differentials
97 in 2024 and 2025 budget. The board will consider this at the 11/13 meeting.

98

99 Resolutions/recommendations start on page 198 (13 resolutions). Seven of the resolutions are
100 recommended. RCWD did not put forward any recommendations this year.

101

102 The Board reviewed resolutions: 2024-01: Yes; 2024-02 to 2024-09: No; 2024-10: Yes; 2024-11/2024-12:
103 No; 2024-13: Yes

104

105 The Board will vote during the 11/13/2024 Board meeting to appoint delegates, and on resolutions.

106

107 **Administrator Updates**

108 Drainage & Facilities Manager Schmidt joined the meeting.

109

- 110 • EMWREP will be considering RCWD’s budgeted \$6,000 annual contribution at their meeting
- 111 • Priebe Lake Outlet Project update: memorandum of agreement document has been revised and
112 provided back to each of the three cities (Birchwood Village, Mahtomedi, and White Bear Lake) for
113 them to consider

- 114 • City-County Partner Meeting 11/13 at Moore Lake Community Building
115 • ACD 10-22-32: Drainage & Facilities Manager Schmidt intends to undertake maintenance North of
116 Pine Street up to 137th. Scraping out cattails. Additional future maintenance will be required
117 between 137th St. and Jodrell St and requires inquiry with MnDNR.

118

119 **Administrator Review (Closed Session) 3:45 p.m.**

120 ***The Board, by consensus, convened into a closed session to evaluate the performance of the District***
121 ***Administrator. The Administrator affirmed that he is not requesting that the review be conducted in***
122 ***open session. Motion carried 5-0.***

123 Administrator Tomczik stated the zoom video meeting will end at this time (no participants) and after the
124 conclusion of the closed session, the open session will be audio taped.

125

126 The Board reconvened in open session.

127 Manager Bradley stated that the Board thinks Administrator Tomczik has improved his performance from
128 last year, has done a good job, and that they want him to stay.

129 Manager Bradley also stated that they could not come to an agreement in terms of salary, so all five
130 Board Managers agreed to follow the City of Blaine's process to use a cola of three percent, which would
131 increase Administrator Tomczik's salary by \$4,058 to \$139,343. They further agreed to set a workshop for
132 next quarter to discuss how they should be evaluating Administrator Tomczik's performance, and how
133 they can incorporate a salary increase process into that review.

134 ***Motion by Manager Bradley, seconded by Manager Waller, to adjust Administrator Tomczik's salary by***
135 ***\$4,058. Motion 5-0.***

136 The workshop was adjourned at 4:30p.m.

DRAFT

1
2 For Consideration of Approval at the December 11, 2024 Board Meeting.
3 Use these minutes only for reference until that time.
4

REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Wednesday, November 13, 2024

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

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

Minutes

CALL TO ORDER

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

ROLL CALL

Present: President Michael Bradley, 1st Vice-Pres. John Waller, 2nd Vice-Pres. Steve Wagamon, Secretary Jess Robertson, and Treasurer Marcie Weinandt

Absent: None

Staff Present: Regulatory Manager Patrick Hughes, Drainage and Facilities Manager Tom Schmidt, Project Manager David Petry (video-conference), Office Manager Theresa Stasica, Program Support Technician Emmet Hurley (video-conference), Communications and Outreach Manager Kendra Sommerfeld

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

Visitors: Chris Stowe, Bob S.

SETTING OF THE AGENDA

District Administrator Tomcik noted a staff handout for Minnesota Watersheds Annual Meeting proposed motion based on yesterday's workshop, no proposed changes to the agenda.

***Motion by Manager Robertson, seconded by Manager Weinandt, to approve the agenda, as presented.
Motion carried 5-0.***

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READING OF THE MINUTES AND THEIR APPROVAL

Minutes of the October 23, 2024, Board of Managers Regular Meeting and November 4, 2024, Workshop. Motion by *Manager Robertson, seconded by Manager Weinandt, to approve the minutes, as presented. Motion carried 5-0.*

OPEN MIC/PUBLIC COMMENT

Chris Stowe, 426 Pine Street, asked if it would be possible for him to speak to the Board off the record.

President Bradley stated that would not be possible because there has to be a justification, under the law, in order to close their meetings and make them private.

Mr. Stowe noted that at the last Work Session the Board had discussed the two law firms that the District had engaged since 2008 and also discussed ACD 10-22-32. He noted that at the meeting the Board talked for about an hour about the law firms and which firm they should continue with and made the decision to continue paying for both firms. He stated that he felt a key question that should be asked was why the District has had 2 law firms since 2008 which was when they had also hired Houston Engineering. He noted that when ACD 10-22-32 was discussed he was not allowed to contribute to their conversation and he felt that during the Board discussion, District Administrator Tomczik had lied to the Board using information from a 2018 engineering survey and referencing the lowering of the culvert on Pine Street that was done in 2020. He explained that he felt this action increased his flooding issues and now the Board was also discussing lowering the culvert on West Pine Street and the need for wetland credits. He noted that he was fortunate that he has the time and resources to be able to attend the RCWD meetings and explained that he disagreed with the actions that have been taken to lower pipes upstream before addressing and lowering pipes downstream and noted that the road ditch was moving water in the opposite direction of the grade of the roadway. He stated that felt they should fix the pipes downstream by increasing their size before they do anything to the north.

ITEMS REQUIRING BOARD ACTION

1. RCWD Rule Adoption

Regulatory Manager Hughes reminded the Board that they had discussed this item at their Workshop meeting yesterday. He noted that the public review period ended on September 20, 2024 and stated that the Board had also held a public hearing on this item at their September 11, 2024 meeting. He stated that staff had reviewed the comments received during the review period and updated the rule language based on the comments. The comments were reviewed with the Board at the workshop yesterday.

Motion by Manager Weinandt, seconded by Manager Bradley, to adopt Resolution 2024-10 Adopting Rule Revisions.

THEREFORE BE IT RESOLVED that the Board hereby adopts the proposed revisions to the District

69 Rules, as amended below;

- 70 • Paragraph B.1: The following text will be added, “Where a public applicant must acquire
- 71 land, a signed notice from the landowner acknowledging the application may be provided
- 72 in lieu of the landowner’s signature as a co-applicant.”
- 73 • Paragraph C.6(d)(2): The following text will be added, “...and 6(d)(1).”
- 74 • Paragraph C.9(e): The following text will be added, “be”
- 75 • Table C6: The following text will be added as an asterisk under the table, “Rain gardens are
- 76 ‘off-line’ infiltration or bio-filtration basins.”
- 77 • Paragraph F.5(e): The following text will be added, “...unless credits are unavailable or the
- 78 applicant demonstrates that credit price deviates substantially from a market condition.”
- 79 • Paragraph G.3: The text will be modified to, “The landowner or conveyance system owner
- 80 receiving a permit under this rule is responsible to maintain the permitted alteration in the
- 81 design condition.”
- 82 • Paragraph K.4: The word “statute” will be replaced with “law”

83 **BE IT FURTHER RESOLVED** that the District Administrator, on certification of the revised rules by
 84 the Board Secretary, is to publish legal notice of the adoption of the revised rules; file the certified
 85 revised rules with each county recorder and the Minnesota Board of Water and Soil Resources;
 86 provide notice of adopted rules to each public transportation authority within the District; mail a
 87 copy of the certified revised rules by January 1, 2025, to the governing body of each city and
 88 township within the District; and file a certified copy of the revised rules in the official minute
 89 book of the District;

90 **BE IT FURTHER RESOLVED** that the District Administrator is to supply a copy of the District’s
 91 written response to comments to each commenting party and otherwise make the response to
 92 comments available as a part of the public rulemaking record; and

93 **BE IT FINALLY RESOLVED** that the revised rules are effective as of January 1, 2025, and will apply
 94 to all applications for permits that have not been submitted to the District and deemed complete,
 95 within the meaning of Minnesota Statutes §15.99, by December 31, 2024.

96 Manager Robertson stated that she appreciated the robust discussion that the Board had at their
 97 Workshop meeting and wanted to make note of a few things before the vote moved forward. She
 98 noted that she had taken some time to go through the graph that had been included in the Board
 99 packet from back in June that was a comparison between the State standards and the District. She
 100 stated that she was surprised at how many of the regulations between the two were different and
 101 that the District had a lot of layers in place that were above and beyond what the State required.
 102 She stated that there was no statutory requirement that the District cannot talk about it without
 103 having to wait for every two years and felt that this would be a good thing to include on a future
 104 Workshop agenda and review a comparison of the State and the District in a more in depth fashion
 105 and discuss the ‘why’ for the differences. She noted that she felt anything the Board could do, as a
 106 governing body, to encourage open dialogue and positive relationships would be a good thing. She
 107 reiterated that she would like to suggest that sometime in the 2025 calendar year that staff sit down

108 and have those conversations because she wanted to acknowledge the comments that were
109 received from the cities that seemed to have similar and repetitive issues. She explained that she
110 was happy to move forward with what has been presented, with the caveat that she would like the
111 Board to talk about this in a more robust manner in order to really understand why the District may
112 be a bit more heavy on the regulatory side versus what the State statutory minimums are.

113 President Bradley stated that he felt that was an excellent suggestion for sometime during the year
114 when they have a lower workload.

115 Manager Wagamon stated that he agreed.

116 Manager Waller stated that he did not disagree with the comments that have been made by the
117 Board but would also add that in addition to looking at the State minimum standards that they need
118 to understand what the cities have in place at this time. He stated that he felt that if they already
119 had a standard in place, that should be recognized and understood. He stated that he felt that in
120 some situations, there ended up being duplications and that they were not really working in a
121 partnership and asked that they take a look at both the State standards and what the cities have in
122 place. He stated that he did not believe that they had to wait for a slower time during the year for
123 the Board and felt that it could be something that is slipped into their discussions for the entire year
124 and explained that he would like to see it pursued soon.

125 Manager Wagamon reiterated that he agreed with all the comments that have been shared.

126 Manager Robertson stated that she thinks this will end up being a large conversation and will not
127 be something that will be a one workshop conversation. She suggested that staff try to break down
128 the relationship between the District and the cities that do have their own regulations or rules in
129 place and then review the State minimum standards compared to the District. She stated that it
130 may help to include examples on how and why things exist the way they are.

131 **ROLL CALL:**

132 ***Manager Bradley – Aye***

133 ***Manager Robertson – Aye***

134 ***Manager Wagamon – Aye***

135 ***Manager Waller – Aye***

136 ***Manager Weinandt – Aye***

137 ***Motion carried 5-0.***

138

139 **2. RCWD Employee Handbook Updates**

140 President Bradley noted that Administrator Tomczik reviewed the proposed updated with the Board
141 at their Workshop yesterday.

142

143 ***Motion by Manager Bradley, seconded by Manager Robertson, to approve District Employee***
144 ***Handbook amendments to Section 4.2 Employment Classification, Section 4.4 Time Records,***
145 ***Section 7.2 Vacation, and Section 7.3.1 Earned Sick and Safe Time Leave. Motion carried 5-0.***

146

147 **3. MN Watersheds Annual Meeting Delegates & Voting**

148 President Bradley noted that this topic was also discussed at the recent Workshop meeting.

149

150 **Motion by Manager Bradley, seconded by Manager Robertson, to designate Manager Bradley**
151 **and Manager Weinandt as delegates to the 2024 MN Watersheds business meeting, with Manager**
152 **Waller as the alternate. Motion carried 5-0.**

153

154 **Motion by Manager Bradley, seconded by Manager Robertson, to instruct the delegates to vote**
155 **in accordance with the stated RCWD positions related to the seven resolutions, budget, and**
156 **bylaw, voting ‘yes’ in favor of resolutions #1, #10, #13; and ‘no’ or ‘opposition’ to resolutions #2,**
157 **#3, #4, #5, #6, #7, #8, #9, #11, and #12, as discussed, on the agenda at the 2024 MN Watersheds**
158 **business meeting.**

159

160 Manager Robertson stated that she wanted to thank the delegates for taking time to attend the MN
161 Watersheds business meeting. She noted that she was curious about the back story on these items
162 and would like them to share whether or not there ends up being any spicy aftermath of those
163 discussions and would like to understand what was really at the heart of some of these items.

164

165 **Motion carried. 5-0.**

166

167 **4. Ramsey County Ditch Repair – Phase 2**

168 Drainage and Facilities Manager Schmidt explained that the District had completed the first phase
169 of the RCD-4 repairs which focused on vegetation management such as tree removal and turf
170 establishment. He noted that during the initial investigation of the repair, they discovered erosion
171 in the channel between Little Johanna and Big Johanna and what was before the Board today was a
172 request to award the contract to do the repairs between Little Johanna and Big Johanna.

173

174 ***Motion by Manager Waller, seconded by Manager Bradley, to award a contract to Dunaway***
175 ***Construction at a price of \$74,600.00, to complete channel stabilization repairs and authorize the***
176 ***Administrator to execute contract documents as necessary and on the advice of the engineer and***
177 ***counsel and to execute change orders increasing the contract price by an amount not to exceed***
178 ***30% of the contract price (\$22,380).***

179

180 President Bradley stated that he thought they had showed the District, at its best, when they
181 responded on the fly to a request to get in and fix a problem that needed to be fixed.

182

183 ***Motion carried 5-0.***

184

185 **5. Consider League of MN Cities Liability Coverage Waiver Form**

186 President Bradley explained that basically what this proposed action will do is that, to the extent
187 that there is insurance, that the District accepts liability up to the coverage of their insurance. He
188 noted that he believes this will be the tenth year that the Board has taken this action.
189

190 ***Motion by Manager Bradley, seconded by Manager Weinandt, that the District waives the***
191 ***monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to***
192 ***the extent of the limits of the liability coverage obtained from LMCIT. Motion carried 5-0.***
193

194 **6. Professional Services Contracts**

195 District Administrator Tomczik reminded the Board that every 2 years they solicit interest proposals
196 for its professional and technical services. He stated that on October 23, 2024, the Board had
197 provided consensus direction to develop and amend contracts with Houston Engineering, Redpath
198 and Company, and RYMARK. He noted that at the November 4, 2024 meeting the Board had
199 interviewed representatives of Rinke Noonan and Smith Partners for legal services and noted that
200 the Board had asked for clarity on the provisional components of the contracts and if they were able
201 to terminate those agreements. He explained that the District is able to terminate the agreements
202 and noted that there is language within the agreements that included a clause allowing either party
203 to immediately terminate the agreement. He referenced Resolution 2024-12 for legal services and
204 noted that included language regarding the delineation of duties. He explained that the District
205 had generalized this to be general council versus public drainage system, but noted that it goes
206 beyond that, as Rinke Noonan was working on other issues and Smith Partners was also engaging
207 with different projects that come through. He stated that the District can offer clarification to the
208 firms, as the Boards sees fit.
209

210 President Bradley suggested that the Board vote on the resolutions unrelated to legal services first
211 and then have additional discussion about the legal services. He noted that, to his knowledge, he
212 did not believe that there were any debates or additional discussion needed for any of the
213 resolutions besides the legal services. He stated that he had been pleased with the presentations
214 that the Board received from each of the law firms and felt that John Kolb had been very direct and
215 honest with the Board that he was not currently situated in the position where he felt he had the
216 capacity to represent the entire process for the District at this time. He stated that he has no
217 question in his mind that the District has the best situation that they can have with the best two law
218 firms in the State. He stated that he also wanted to remind the Board that these were personal and
219 related to their income and livelihood, so he did not believe that they should not upset that without
220 a really good reason.
221

222 Manager Robertson stated that she thought that they had intended to discuss the legal services
223 situation following the other professional services resolutions.
224

225 President Bradley explained that he did not think there was going to be any discussion on the other
226 items.

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Motion by Manager Weinandt, seconded by Manager Bradley, to adopt Resolution 2024-11 Retention of Engineering Services

THEREFORE BE IT RESOLVED that the Board of Managers elects to extend the services agreement for engineering services with Houston Engineering, Inc. for an additional two-year period (2025-2026);

BE IT FURTHER RESOLVED that the Administrator is authorized to enter into an extension of the existing agreement with Houston Engineering, Inc. in accordance with the terms of the proposal received and such other terms as are not inconsistent therewith.

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

Motion by Manager Weinandt, seconded by Manager Wagamon, to adopt Resolution 2024-13 Retention of Accounting Services

THEREFORE BE IT RESOLVED that the Board of Managers elects to extend the services agreement for accounting services with Redpath and Company for an additional two-year period (2025-2026);

BE IT FURTHER RESOLVED that the Administrator is authorized to enter into an extension of the existing agreement with Redpath and Company in accordance with the terms of the proposal received and such other terms as are not inconsistent therewith.

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

Motion by Manager Bradley, seconded by Manager Weinandt, to adopt Resolution 2024-14 Retention of Information Technology Services

THEREFORE BE IT RESOLVED that the Board of Managers elects to extend the services agreement for information technology services with Rymark for an additional two-year period (2025-2026);

267
268 **BE IT FURTHER RESOLVED** that the Administrator is authorized to enter into an extension of the
269 existing agreement with Rymark in accordance with the terms of the proposal received and such
270 other terms as are not inconsistent therewith.

271
272 **ROLL CALL:**
273 ***Manager Bradley – Aye***
274 ***Manager Robertson – Aye***
275 ***Manager Waller – Aye***
276 ***Manager Weinandt – Aye***
277 ***Manager Wagamon – Aye***
278 ***Motion carried 5-0.***

279
280 ***Motion by Manager Weinandt, seconded by Manager Bradley, to adopt Resolution 2024-12***
281 ***Retention of Legal Services***

282 **THEREFORE BE IT RESOLVED** that the Board of Managers elects to extend the services agreement
283 for legal services with Smith Partners and Rinke Noonan for an additional two-year period (2023-
284 2024);

285 **BE IT FURTHER RESOLVED** that the Administrator is authorized to enter into an extension of the
286 existing agreement with Smith Partners and Rinke Noonan in accordance with the terms of the
287 proposal received and such other terms as are not inconsistent therewith and consistent with
288 current delineation of duties between the firms which will be clarified further in discussions with
289 firms.

290 **BE IT FURTHER RESOLVED** where the scope of a particular project involves subject areas normally
291 handled by both firms, the Administrator has authority to select one of the two firms to provide all
292 legal services associated with that project.

293 Manager Robertson asked when the District put the RFP process out and the proposals come back
294 if they include costs, including retainers.

295 President Bradley stated that it did include that information.

296 Manager Robertson stated that her understanding from the workshop discussion was that both law
297 firms, independently, have not only the experience with other watershed clients, but also offer ‘ala
298 carte’ capacities, as it relates to serving the watershed. She asked if she had misunderstood that
299 from their conversation.

300 District Administrator Tomczik stated that both firms have identified work in all areas that
301 watersheds endeavor in and Rinke Noonan noted its expertise in public drainage.

302 President Bradley stated that one thing he has learned from his long career is that lawyers are not
303 fungible. He noted that while Rinke Noonan has partners who do business law, he has not met any

304 of them, vetted them, or gotten reviews of them. He stated that they may be the best people in
305 the world, but he would not want to hire one on the fly.

306 Manager Robertson stated that it was her understanding that these contracts were not specific to
307 just District Attorney Holtman, District Attorney Smith, or Drainage Attorney Kolb and the District
308 would actually be employing the entire legal firm.

309 President Bradley stated that there is what the contract says and then there is reality.

310 Manager Robertson stated that would be perception versus reality.

311 President Bradley explained that Smith Partners has 3 attorneys at their firm and the District sees
312 two of them. He stated that Rinke Noonan is a larger firm, but also handles things like divorce, which
313 has nothing to do with the kinds of things the District does. He stated that he was just saying that
314 he would not want to hire a business lawyer because John Kolb has told the District that he did not
315 have the capacity to do it all at this time. He stated that he believes that Mr. Kolb would really
316 want to bring on somebody and vet that person, have the District meet them and determine that
317 they would be able to have the same personality and style that they have come to appreciate about
318 Mr. Kolb.

319 Manager Wagamon stated that he felt that could be done.

320 President Bradley agreed it could be done but did not believe it could be done this year.

321 Manager Robertson stated she appreciated the comments from President Bradley as well as his legal
322 background, but explained that her comments come from her own level of government experience
323 where they hire one law firm that offers ala carte and everything under the sun. She stated that her
324 take away was from the sit down discussions that they had is that both firms are not only
325 experienced, but more than qualified. She stated that she did not necessarily know if the correct
326 answer was moving forward with both, or one over the other, but did feel that these were
327 appropriate questions to be asked because the legal component of the District's budget is in just
328 about every department and sub -category that they have. She stated that, personally, she prefers
329 having a streamlined legal 'go-to' firm.

330 Manager Wagamon stated that he completely agreed and also shared the same feelings as Manager
331 Robertson and was also basing this on his own personal experiences.

332 Manager Weinandt stated that District Administrator Tomczik had presented the Board with three
333 different versions of Resolution 2024-12 and she had read aloud the version that included both legal
334 firms.

335 President Bradley confirmed that had been the resolution language read aloud as part of the motion
336 and noted that he had seconded that motion.

337 **ROLL CALL:**

338 ***Manager Bradley – Aye***

339 ***Manager Robertson – Nay***

340 ***Manager Waller – Nay***

341 **Manager Weinandt – Aye**
 342 **Manager Wagamon – Nay**
 343 **Motion failed 2-3.**
 344

345 **Motion by Manager Bradley, seconded by Manager Waller, to adopt Resolution 2024-12**
 346 **Retention of Legal Services**

347 **THEREFORE BE IT RESOLVED** that the Board of Managers elects to extend the services agreement
 348 for legal services with Rinke Noonan for an additional two-year period (2023-2024);

349 **BE IT FURTHER RESOLVED** that the Administrator is authorized to enter into an extension of the
 350 existing agreement with Rinke Noonan in accordance with the terms of the proposal received and
 351 such other terms as are not inconsistent therewith.

352 President Bradley explained that he would vote no on this resolution because if the District was only
 353 going to have one law firm, he would prefer to go with Smith Partners.

354 Manager Wagamon stated that he has probably spent more time thinking about this decision than
 355 he has for any other decision that he has made while serving on the Board. He stated that he
 356 wanted to make it clear that he had nothing against Smith Partners and thinks both lawyers were
 357 upstanding citizens and excellent lawyers but felt that the District needed to make a change.

358 **ROLL CALL:**
 359 **Manager Bradley – Nay**
 360 **Manager Robertson – Aye**
 361 **Manager Waller – Aye**
 362 **Manager Weinandt – Nay**
 363 **Manager Wagamon – Aye**
 364 **Motion carried 3-2.**
 365

366 President Bradley extended an apology to District Attorney Smith.

367 Manager Wagamon stated that he also wanted to apologize because he felt bad.

368 Manager Waller thanked District Attorney Smith for his services to the District over the years.

369
 370 **7. November 27, 2024 Check Register – Resolution Authorizing Treasurer Approval**

371 District Administrator Tomczik explained that this resolution is presented as the Board only has one
 372 regular meeting in November and this action would authorize the Treasurer to review and approve
 373 the November 27, 2024 Check Register for payment, not to exceed \$400,000 for operational
 374 expenses and \$150,000 for surety returns.
 375

376 **Motion by Manager Weinandt, seconded by Manager Waller, to adopt Resolution 2024-15**
 377 **Authorization For Payment Of November 2024 Check Register**

378 **THEREFORE BE IT RESOLVED** that the Board of Managers authorize the District Treasurer to review
 379 and approve payment of the November 27, 2024 check register in an amount not to exceed
 380 \$400,000 for operating expenses, and \$150,000 surety returns.

381

382 **ROLL CALL:**

383 ***Manager Bradley – Aye***

384 ***Manager Robertson – Aye***

385 ***Manager Waller – Aye***

386 ***Manager Weinandt – Aye***

387 ***Manager Wagamon – Aye***

388 ***Motion carried 5-0***

389

390 **8. Check Register Dated November 13, 2024, in the Amount of \$160,618.02 Prepared by Redpath**
 391 **and Company**

392

393 ***Motion by Manager Weinandt, seconded by Manager Waller, to approve check register dated***
 394 ***November 13, 2024, in the Amount of \$160,618.02 prepared by Redpath and Company. Motion***
 395 ***carried 5-0.***

396

397 **ITEMS FOR DISCUSSION AND INFORMATION**

398 **1. District Engineer Updates and Timeline**

399

400 **2. November/December Calendar**

401 President Bradley noted that there would be no Board meetings on November 27, 2024 or
 402 December 25, 2024.

403

404 Manager Weinandt stated that Manager Wagamon would be attending the upcoming CAC meeting
 405 in her place.

406

407 Manager Waller reminded the Board that their December 11, 2024 meeting would be held in the
 408 evening and not the morning.

409

410 **3. Administrator Updates**

411

412 **4. Managers Update**

413 Manager Waller stated that he, President Bradley, and District Administrator Tomczik attended the
 414 Watershed Round-Up Annual meeting. He stated that the presentation made by RCWD was on
 415 the new manure facility that will be up on JD-2.

416

417 Manager Weinandt stated that she had listened to yesterday’s meeting and asked if she had
 418 understood correctly that Bob, the CAC member from Washington County, had passed away.

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Manager Waller stated that was correct.

Manager Weinandt offered her condolences to Bob’s family and explained that he had served on the CAC for many years.

President Bradley stated that Bob had not sought re-election because of his health and noted that Bob was a wonderful, kind, and gentle person.

Manager Wagamon reiterated his apology to Smith Partners that the District would no longer be utilizing their legal services and explained that he has liked working with them and shared that they were great to him every time he spoke with them.

President Bradley asked which Board members would be in attendance at the City-County Partner Meeting later in the day.

Manager Robertson stated that she would be unable to attend because of her job.

The remainder of the Board stated that they would be in attendance at the City-County Partner Meeting.

ADJOURNMENT

Motion by Manager Robertson, seconded by Manager Wagamon, to adjourn the meeting at 9:49 a.m.

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
21-136	City of Forest Lake	Forest Lake	Final Site Drainage Plan	Amended CAPROC 1 item
24-063	KT Real Estate Holdings	Forest Lake	Final Site Drainage Plan	CAPROC 3 items
24-071	MNDOT	Forest Lake	Final Site Drainage Plan Street & Utility Plan Wetland Alteration Floodplain Alteration	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 December 3, 2024.

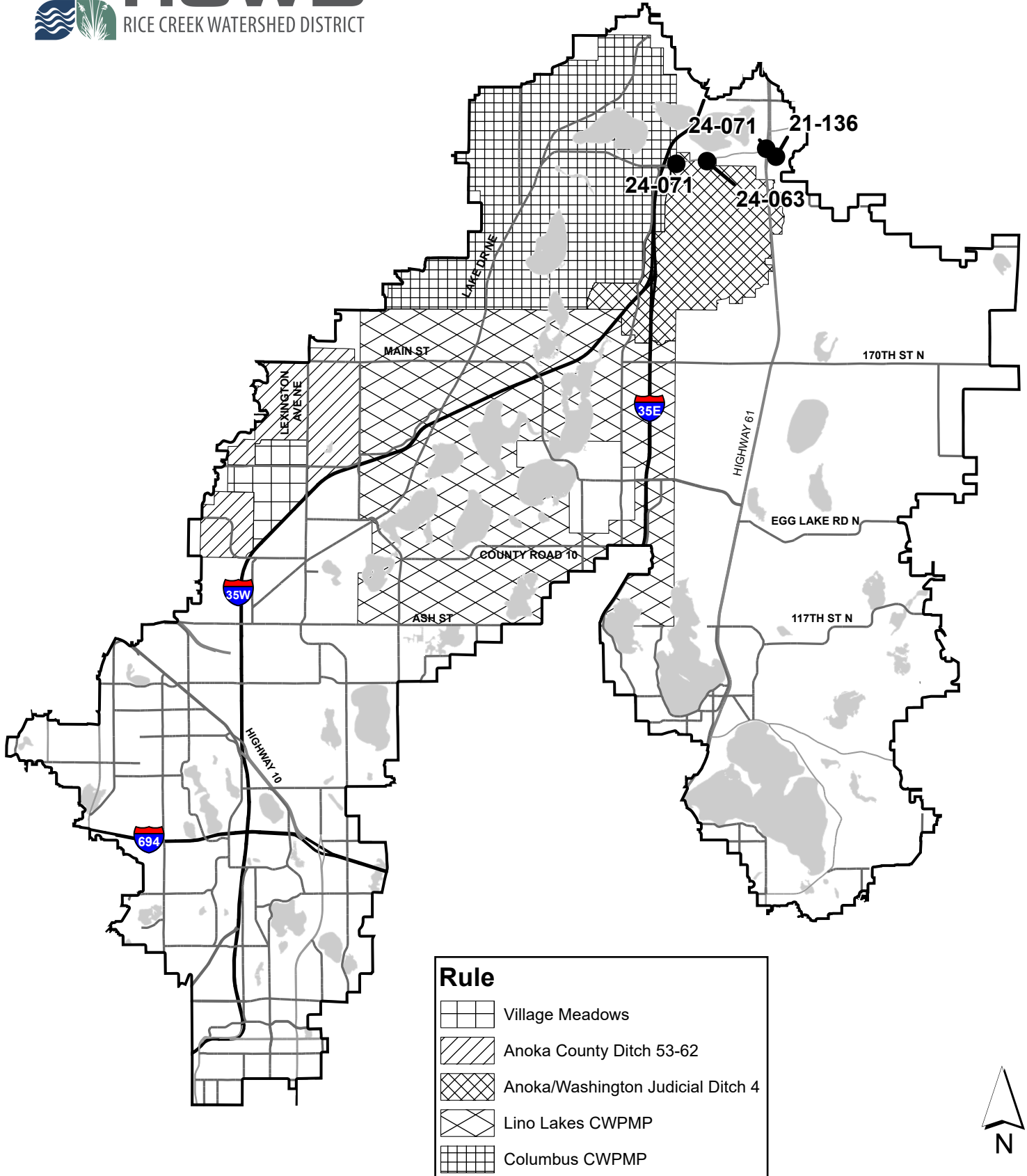
**RICE CREEK WATERSHED DISTRICT
CONSENT AGENDA**

December 11, 2024

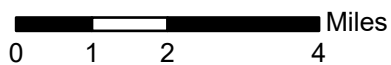
It was moved by _____ and seconded by _____ to Approve, Conditionally Approve Pending Receipt Of Changes, or Deny, the Permit Application noted in the following Table of Contents, in accordance with the District Engineer’s Findings and Recommendations, as contained in the Engineer’s Findings and Recommendations, as contained in the Engineer’s Reports dated November 27, 2024 and December 3, 2024.

TABLE OF CONTENTS

Permit Application Number	Applicant	Page	Recommendation
Permit Location Map		22	
21-136	City of Forest Lake	23	Amended CAPROC
24-063	KT Real Estate Holdings	29	CAPROC
24-071	MNDOT	34	CAPROC



Permit Reviews
12/11/2024 Agenda





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:

21-136

Permit Application Name:

Water Treatment Plant 4

Applicant/Landowner:

City of Lake Forest
Attn: Patrick Casey
1408 Lake Street South
Forest Lake, MN 55025
Ph: 651-209-9750
Email: patrick.casey@ci.forest-lake.mn.us

Permit Contact:

Bolton & Menk, Inc.
Attn: Ryan Goodman
3507 High Point Dr. N, Bldg. 1, Ste. E130
Oakdale, MN 55128
Ph: 651-704-9970
Email: ryan.goodman@bolton-menk.com

Bolton & Menk, Inc.
Attn: Tim Olson
111 Washington Ave. South, Ste. 650
Minneapolis, MN 55401
Ph: 651-724-0404
Email: timothy.olson@bolton-menk.com

Project Name: Water Treatment Plan 4

Purpose: FSD – Final Site Drainage; Replacement of water treatment plant facility and installation of a new well

Site Size: 2.2± acre parcel / 1.2± acres of disturbed area; existing and proposed impervious areas are 0.32± acres and 0.84± acres, respectively

Location: 6195 210th Street North, Forest Lake

T-R-S: NE ¼, Section 20, T32N, R21W

District Rule: C, D, F

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.

Amendment: The site design has changed to meet the Ten State Standards for water treatment plants. This includes a 50-foot buffer between the reservoir inside the facility and standing water. The change will result in an additional 0.02 acres of permanent wetland impact and will reduce the temporary wetland impact by 0.03 acres. Per WCA 8420.0255 Subpart 3.(1), the LGU must notice the revised replacement plan if the wetland area to be impacted is increased by more than ten percent. Staff find that the proposed modifications constitute a substantial change and require action by the Board. All new text has been italicized. For readability, the previously addressed conditional approval items have been deleted.

Conditions to be Met Before Permit Issuance:

Rule F – Wetland Alteration

1. *The applicant must provide proof of BWSR debiting wetland bank for the correct amount and type of wetland credit.*

Stipulations: The permit will be issued with the following stipulations as conditions of the permit. By accepting the permit, applicant agrees to these stipulations:

1. Provide an as-built survey of all stormwater BMPs (ponds, rain gardens, trenches, swales, etc.) to the District for verification of compliance with the approved plans.
2. Provide an as-built survey of wetland boundaries, quantifying the wetland impact area for verification of compliance with the approved plans.

Exhibits:

1. Plan set containing 4 sheets dated 1-25-2022 and received 3-2-2022.
2. Permit application, dated 1-4-2022 and received 2-3-2022.
3. Revised Stormwater Calculations, dated 3-9-2022 and received 3-9-2022, containing narrative, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
4. Stormwater Calculations, dated 12-28-2021 and received 2-3-2022, containing narrative, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions.
5. Geotechnical report, dated 11-15-2021 and received 2-3-2022.
6. Letter from Forest Lake Area Schools granting permission to use reuse event-based capacity, dated 3-8-2022 and received 3-8-2022.
7. *WCA replacement plan amendment memo, dated 07-28-2023 and received 10-31-2024.*
8. *Transaction Form to Withdraw Credits, undated and received 10-31-2024.*
9. Response to TEP comments, dated 03-09-2022 and 03-10-2022
10. WCA boundary and type and replacement plan application, dated and received 02-09-2022.
11. Review file 21-334R and Permit 18-043.

Findings:

1. **Description** – The project proposes to construct a new water treatment plant, new well, driveway expansion, and associated stormwater management features on a 2.2± acre parcel in Forest Lake. The parcel currently has a water tower and small water treatment facility on the north portion and a wooded area on the southern portion. The project will increase the impervious surface on the site from 0.32± to 0.84± acres and disturb 1.2± acres overall. Runoff from the site flows into a wetland located partially on the west side of the property. The wetland discharges to the west to a culvert under Highway 61, and runoff from the site ultimately reaches Clear Lake, which is the Resource of Concern. The applicant is a public entity and is thus not charged an application fee.
2. **Stormwater** –The applicant is proposing the BMPs as described below for the project:

Proposed BMP Description	Location	Pretreatment	Volume provided	EOF
Rock Weeper Basin 1	East of proposed building	TSS removal and Rate Control Only		923.5±

Rock Weeper Basin 2	West of proposed building	TSS removal and Rate Control Only	923.5±
---------------------	---------------------------	-----------------------------------	--------

Soils on site are primarily clay sands (HSG D) soils. Infiltration is not considered feasible on-site. The project will use offsite water reuse to meet the water quality requirement at the Forest Lake High School. Per Rule C.6(c)(1), the Water Quality requirement is 1.1-inches over the new/reconstructed impervious area (23,839± SF) for a total requirement of 2,185 CF.

The reuse system is also located in the Clear Lake Resource of Concern and meets the siting requirements of Rule C.6(d)(1) and C.6(d)(3)(ii). A total of 24,780± CF of event-based treatment was established under Permit 18-043, and based on the project funding distribution as shown in the Letter from the Forest Lake Schools, 1,677± CF of treatment were allotted to the City with the school allotted 3,335 CF. The applicant has obtained permission from the Forest Lake Area School District to use 508± CF of School District treatment capacity to meet the remainder of the permit requirements. See Finding 8 for discussion on easements.

The proposed rock weeper basins provide TSS removal for 88% of the project area, which is the maximum extent practicable. The applicant has met all the Water Quality requirements of Rule C.6 and the BMP siting requirements of C.6(d).

Site discharges are summarized in the following table:

Point of Discharge	2-year (cfs)		10-year (cfs)		100-year (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
To Wetland 6P	12.7	13.2	21.3	21.0	40.6	40.4
Totals	12.7	13.2	21.3	21.0	40.6	40.4

The project is not located within the Flood Management Zone. The modeled increase for the 2-year event is within the tolerance of the model. 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(g).

3. Wetlands – The wetland boundary and type application was originally noticed by the City of Forest Lake. This was an unintended error as RCWD is the WCA LGU for this area. The applicant submitted a combined application that included both the boundary and type application and the replacement plan application. The boundary and type application was reviewed by the Washington TEP in the fall and RCWD is not concerned with reviewing the boundaries independently. A single notice of decision will be issued for both the boundary and type application and the replacement plan application.

The combined WCA application was submitted to the District on 02-09-2022. The application was noticed to the TEP on 02-11-2022. The comment period closed on 03-11-2022. The proposed project will include 0.14 0.16 acres of regulated wetland impact. The application also includes an additional 0.17 0.14 acres of temporary impact for watermain installation. The temporary impacts will be restored to preconstruction conditions and grade and seeded with State Seed Mix 34-181. The TEP commented on wetland impact avoidance on 03-07-2022. The applicant provided a response on 03-09-2022 and 03-10-2022 to clarify the specific city code setbacks that are required for this site design. The applicant has addressed all comments and the TEP concurs that WCA requirements are met.

The applicant has provided an alternatives analysis, including discussion of impact avoidance, minimization and mitigation. Applicant has provided a no-impact alternative and explored alternative

site locations within the city. The applicant has reasonably avoided and minimized wetland impacts to the extent possible.

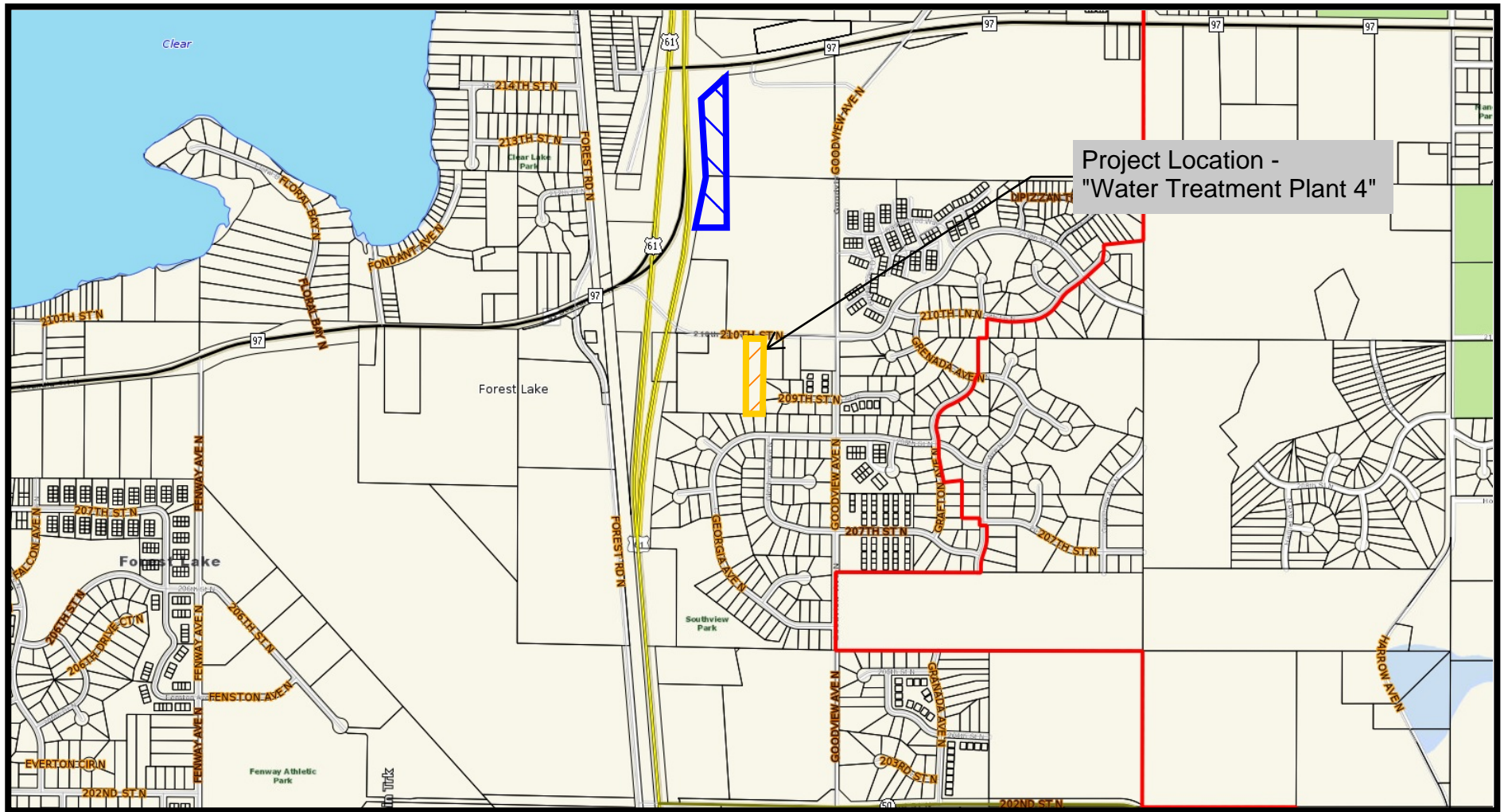
After the WCA approval and RCWD permit were issued, the site layout needed to change to meet the Ten State Standards for water treatment plants. The Standards require a 50-foot buffer between the reservoir inside the facility and standing water. As a result, the project will need an additional 0.02 acres of permanent wetland impact. Additionally, the temporary wetland impact area will be reduced by 0.03 acres. The additional permanent impact will be replaced via wetland bank credits. The additional impact is greater than ten percent of the originally approved impacts and thus required formal notice of the revised replacement plan. The notice was sent on 11-07-2024 and the comment period closed on 12-02-2024. The TEP concurs that WCA requirements are met.

Impact/Mitigation Table

Wetland Name (Location)	Impact Amount	Replacement Ratio	Required
Wetland 1	0.14 0.1639	2:1	0.28 0.3278

Wetland replacement will occur via wetland bank account #1649, in the amount of 0.28 acres *and also wetland bank account #1762, in the amount of 0.0478 acres.* The wetland banks are within the major watershed of the project site which is consistent with the 2017 WCA statute change related to wetland replacement. The applicant must provide the final BWSR withdrawal transaction form and demonstrate final withdrawal from the BWSR Bank.

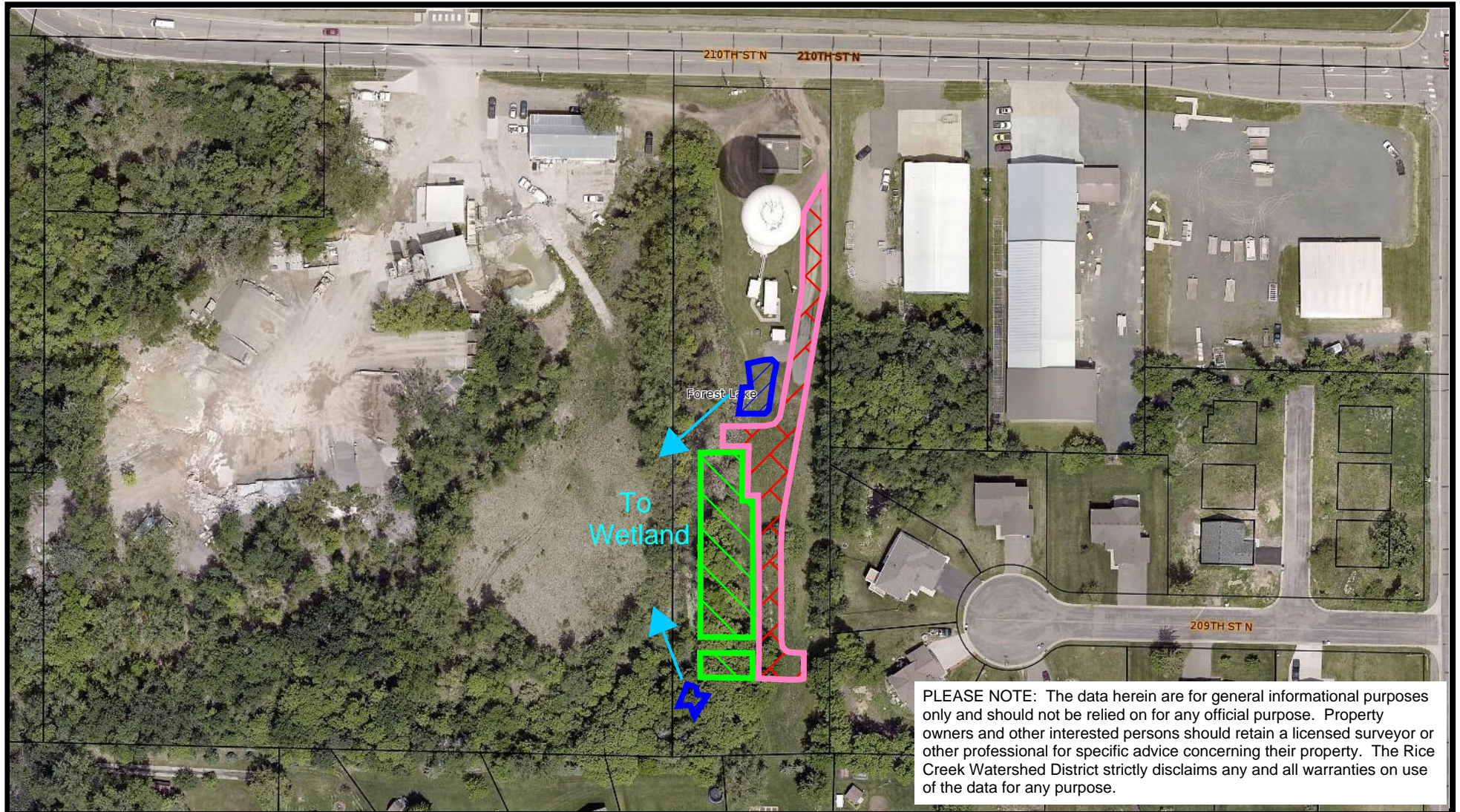
4. Floodplain – The site is not in a regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include silt fence, rock construction entrances, and inlet and outlet protection. An NPDES permit is required for the project. The SWPPP is located on plan sheet 2.08. The information listed 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 not within 1 mile of a nutrient impaired water.
6. Regional Conveyances – Rule G is not applicable
7. Public Drainage Systems – Rule I is not applicable.
8. Documenting Easements and Maintenance Obligations – Permit 18-043 did not require a maintenance obligation for the reuse system. A maintenance obligation is required prior to issuance of the permit. Additionally, the applicant must execute a maintenance obligation for the on-site rate control BMPs.
9. Previous Permit Information – No previous permit information was found for this site.



Legend

- District Boundary
- Project Location
- Existing Reuse System





Legend



Project Location



Proposed Buildings



Rock Weeper Basin



Proposed Pavement



Drainage Arrow





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:

24-063

Permit Application Name:

Kwik Trip Parking Lot Addition

Applicant/Landowner:

KT Real Estate Holdings
Attn: Nicholas Newman
1626 Oak St
La Crosse, WI 54602
Ph: 608-793-6199
nnewman@Kwiktrip.com

Permit Contact:

Snyder and Associates
Attn: Louis Olson
5010 Voges Road
Madison, WI 53718
Ph: 262-719-7104
lolson@snyder-associates.com

Project Name: Kwik Trip Parking Lot Addition

Purpose: FSD – Final Site Drainage; Proposed additional employee parking behind store to help with congestion and traffic flow

Site Size: 1.28± acre parcel / 0.42± acres of disturbed area; existing and proposed impervious areas are 0 ± acres and 0.33 ± acres, respectively

Location: East of Kwik Trip Store at (4868 208th ST N) located on the corner of Scandia Trail N and Everton Ave N., Forest Lake

T-R-S: NE ¼, Section 19, T32N, R21W

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 changes that have been made since approval by the RCWD Board. Final plans must include the following:
 - Ensure the datum is labeled.
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 0.33 acres of disturbance.

Stipulations: None.

Exhibits:

1. Plan set containing 10 sheets dated 6-24-2024 and received 8-20-2024.
2. MS4 Permit application receipt, received 8-20-2024.
3. Stormwater Calculations, dated 8-16-2024 and received 8-20-2024, containing narrative, design calculations from 05-104.
4. Comment response and topo contour elevations, dated and received 9-11-2024.
5. Pond bathymetry, dated November 2018, received 9-11-2024.
6. Stormwater as-built survey, dated 10-26-2024, received 10-31-2024.
7. Permit 05-104

Findings:

1. Description – The project proposes to construct a parking lot expansion on a 1.28± acre parcel located in Forest Lake. The project will increase the impervious area from 0± acres to 0.33± acres and disturb 0.42± acres overall. Water from the site will flow south to catch basins in 208th Street, and then to an off-site pond constructed for the development under Permit 05-104. 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 BMP as described below for the project:

Existing BMP Description	Location	NURP requirement	Volume provided	EOF
Off-site (NURP) Pond	Off-site approximately 200-feet south of 208 th Street	See discussion below.		900.1

Soils borings were submitted as part of the 05-104 permit in which infiltration was not considered feasible. Thus, the pond is acceptable to meet the water quality requirement. Per Rule C.6(c)(1), the Water Quality requirement is 2.2-inches over the new/reconstructed area (0.33± acres), however NURP sizing criteria governs.

The off-site pond was designed for a CN of 87 which has adequate capacity for the project. The pond was designed constructed in accordance with the C.9(d) criteria. An as-built survey was submitted, demonstrating that the pond was built to plan. The project complies with Rule C.6 requirements.

The project is not located within the Flood Management Zone. The approved calculations for Permit 05-105 demonstrated compliance for fully developed conditions using a TP-40. The pond meets the criteria set forth in the *Administration of Atlas 14 Technical Memorandum*. Thus, 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(g).

3. Wetlands – The project area is located within the Anoka Washington JD-4 CWPMP boundary. There are no wetlands located within the project area and the project is not subject to Wetland Management Corridor (WMC) requirements.
4. Floodplain – The site is not in a regulatory floodplain.

5. Erosion Control – Proposed erosion control methods include silt fence, rock construction entrances, inlet protection and erosion control blanket. The project will disturb less than 1 acre; 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 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 – The City of Forest Lake maintains the pond under its programmatic stormwater maintenance agreement with the District dated August 2016.
9. Previous Permit Information – The off-site pond for the site was originally designed to treat water from the site under permit 05-104.

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.

 11/27/2024

Greg Bowles, MN Reg. No 41929

 11/27/2024

Katherine MacDonald, MN Reg. No 44590

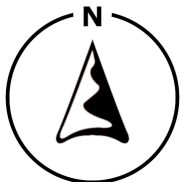


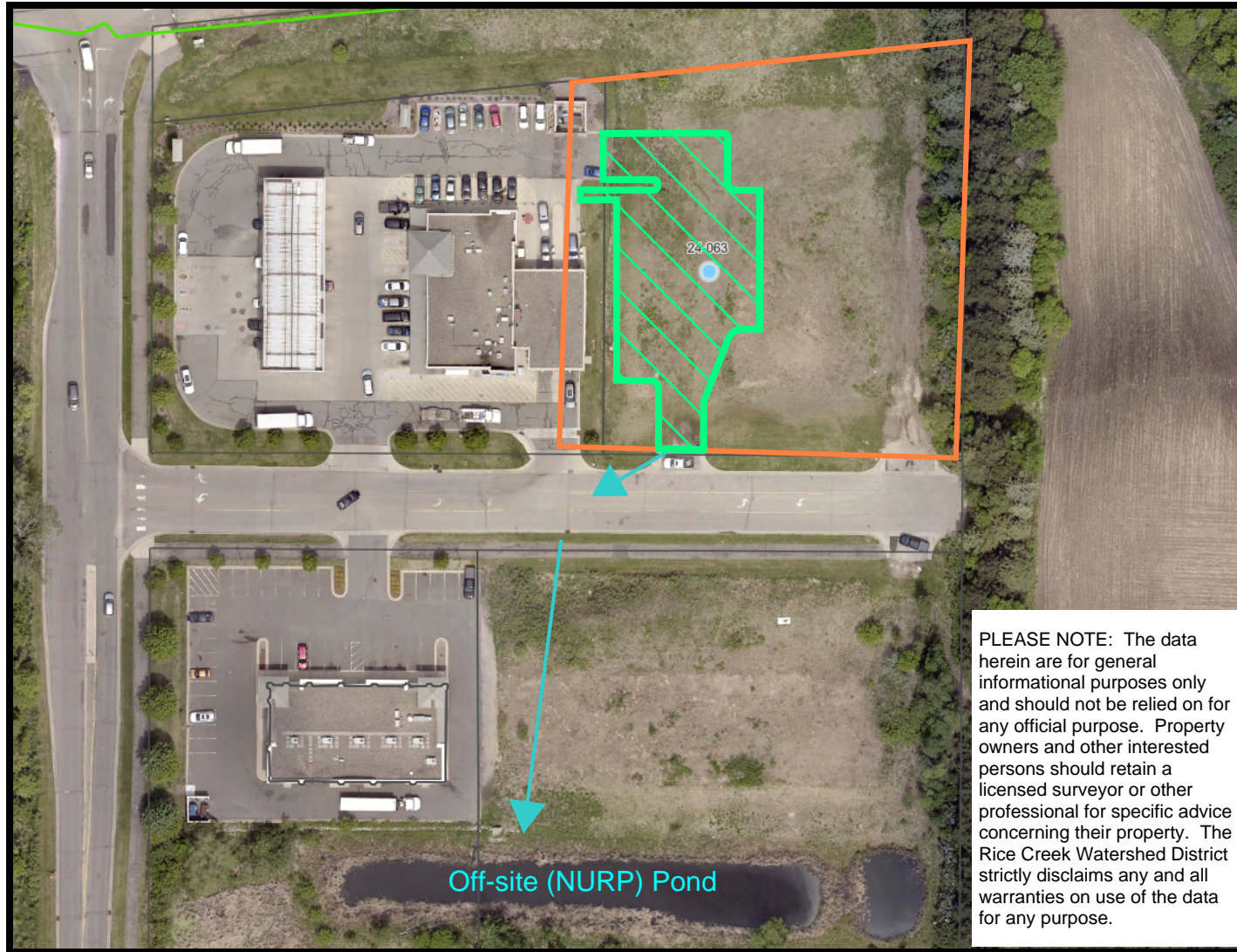
Legend

 Project Location

 Private Ditch

 Public Ditch - Open Channel





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

 Parking Expansion

 Drainage Arrow





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: 24-071
Permit Application Name: MNDOT Trunk Highway 97 Improvements SP 8210-21

Applicant/Landowner:

MNDOT
Attn: Andrew Lutaya
1500 West County Road B-2
Roseville MN 55113
PH: 651-234-7563
andrew.lutaya@state.mn.us

Permit Contact:

WSB and Associates, Inc.
Attn: Earth Evans
701 Xenia Ave S STE 300
Golden Valley MN 55416
PH: 763-231-4877
eevans@wsbeng.com

Project Name: MNDOT Trunk Highway 97 Improvements SP 8210-21

Purpose: FSD – Final Site Drainage, S&UC – Street & Utility Plan, WA – Wetland Alteration, FA – Floodplain Alteration; The project involves converting the existing 2-lane rural section to 4-lane urban section with turn lanes and multi-use trail along TH97 between I-35 and TH61

Site Size: 9,100± LF of road within the MNDOT ROW/ 29.5 ± acres of disturbed area; existing and proposed impervious areas are 12.64 ± acres and 16.24 ± acres, respectively

Location: TH97 between I-35 and TH61 in Forest Lake

T-R-S: N 1/2, S19, T32N, R21W; S ½, S17, T32N, R21W; N ½, S20, T32N, R21W

District Rule: C, D, E, F

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.
 - (h) Provide documentation that an NPDES Permit has been applied for and submitted to the Minnesota Pollution Control Agency (MPCA).

Administrative

2. Submit the permit application with the signature of the successful bidder to the District.
3. Email one final, signed full-sized pdf of the construction plan set. Include a list of changes that have been made since approval by the RCWD Board. Final plans must include the following changes:
 - Ensure the datum is labeled
 - Memphis Pond must have a stabilized EOF
 - Clearly show clay lining for the Garrett Filtration Basin

Stipulations: The permit will be issued with the following stipulations as conditions of the permit. By accepting the permit, applicant agrees to these stipulations:

1. Provide an as-built survey of all stormwater BMPs (ponds, rain gardens, trenches, swales, etc.) to the District for verification of compliance with the approved plans

Exhibits:

1. Updated plan sheet 181 (of 267) showing new catch basins dated 11-19-2024 and received 11-21-2024
2. Updated plan sheets 200 to 201 dated 10-25-2024 and received 10-28-2024
3. Partial plan set containing SWPPP and erosion control (sheets 183-195 of 237) printed 9-12-2024 and received 9-26-2024.
4. Partial plan set containing drainage and stormwater BMPs (sheets 157-185 of 265) dated 9-25-2024 and received 9-26-2024
5. Partial plan set of Cross Sections (XS1 to XS75) showing Floodplain Impacts undated and received 10-28-2024
6. MS4 Permit application receipt, received 9-26-2024
7. Updated Narrative, dated 11-8-2024 and received 11-8-2024
8. Updated HydroCAD Model, no date, received 11-21-2024, containing drainage maps and the HydroCAD model for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions
9. HydroCAD Model, no date, received 10-28-2024, containing drainage maps and the HydroCAD model for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions
10. Stormwater Calculations, dated 9-26-2024 and received 9-26-2024, containing narrative, drainage maps, HydroCAD report for the 2-year, 10-year, and 100-year rainfall events for proposed and existing conditions
11. Floodplains and Elevations Email from RCWD dated 12-19-2022 and received 9-26-2024
12. Wetland Impacts Exhibit dated 5-30-2024 and received 9-26-2024
13. MNDOT ROW Plats dated 8-9-2024 and received 10-8-2024
14. Soil Boring Summary undated and received 10-9-2024
15. Response to Insufficient Comments dated 10-28-2024 and received 10-28-2024
16. Response to insufficient comments dated 11-20-2024 and received 11-21-2024
17. Joint application form, signed 09-05-2024 and received 09-25-2024.
18. Review file 22-298R

Findings:

1. Description – The project proposes to reconstruct and expand 9,100± LF of TH 97 from a 2-lane rural section to a 4-lane with turn lanes and multi-use trail, between Interstate 35 and TH 61 in Forest Lake. The project will increase the impervious area from 12.64± acres to 16.24± acres of which 2.18± acres is trail which meets the exemption criteria of C.12(b). The project will disturb 29.5± acres overall. The east portion of the site drains to three different areas north of TH 97, two of which are wetlands and one of which is west of Falcon Avenue, all of which drain to Clear Lake, the Resource of Concern. The west portion of the site drains south of TH 97, which drains to the south wetland,

which drains southwest into JD 4, and ultimately Peltier Lake, the Resource of Concern. The applicant is a public entity and therefore is not charged an application fee.

2. Stormwater – The applicant is proposing the BMPs as described below for the project:

Proposed BMP Description	Location	NURP requirement/ Pre-treatment	Volume provided	EOF
Memphis Wet Pond	NW of Everton Ave and TH 97	36,329 CF*	37,944± cubic feet below the outlet	901.5±
Kason Wet Pond	SW of TH 97 and Forest Rd N	N/A – Pre-treatment		
Garrett Filtration Basin	SE of TH 97 and Forest Rd N	Kason Wet Pond	18,365± cubic feet below the outlet	906±
4-foot sumps	Structures 5003, 5006, 5011, 5014, 5016A, 5094A	TSS removal		

*Based on the 2-year event, which is conservative.

Soils on site are a mix of HSG B and D. Infiltration is not considered feasible and bio-filtration and a stormwater pond is acceptable to meet the water quality requirement. Per Rule C.6(c)(2), the Water Quality requirement is 0.5-inches over the new/reconstructed area (14.06± acres) for a total requirement of 25,519± cubic feet, however NURP sizing criteria governs for the Memphis Wet Pond.

For the Garrett Filtration Basin: Adequate pre-treatment has been provided. Drawdown is expected within 48-hours using an appropriate rate of 0.8 inches per hour. 12-inches of sand has been provided above the drain tile. The seasonal high water table is estimated at elevation 905.4, which does not provide adequate separation. The applicant has indicated that a clay liner will be provided which would provide adequate separation but must clearly show it on the final plans.

For the Memphis Wet Pond: The pond sizing, and outlets are consistent with the design criteria of Rule C.9(d). The applicant has treated 42% of the required impervious area. Additional TSS removal is provided by 4-foot sumps.

The applicant must clarify items as noted under Condition 3. Otherwise, the applicant has met all the Water Quality requirements of Rule C.6 and the design criteria of Rule C.9(c) and (d).

Point of Discharge		2-year (cfs)		10-year (cfs)		100-year (cfs)	
		Existing	Proposed	Existing	Proposed	Existing	Proposed
1	North to wetland east of Fondant Ave (E34L)	24.0	20.6	52.4	49.6	165.1	150.7
2	North to wetland north of roundabout (E24L and E25L)	33.1	38.4	63.5	73.3	188.9	204.9
3	North of TH 97 between Falcon Ave N and Everton Ave N (E29L)	1.7	0.7	3.3	2.5	10.1	9.2
4	South to wetland tributary to JD 4 (E31L)	10.9	10.5	18.8	17.5	39.0	35.2

The project is not located within the Flood Management Zone. Points of Discharge 2 and 4 flow directly to Clear Lake and a DNR public water wetland respectively and have been deemed to meet the exemption criteria of Rule C.12.(e). Rate control has been provided at points 1 and 3. The applicant has complied with the rate control requirements of Rule C.7.

The project has met the bounce and inundation criteria for susceptible wetlands per rule C.8.

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

3. Wetlands – The project occurs within the right-of-way of Trunk Highway 97 and therefore MnDOT is the WCA LGU, consistent with 8420.0200 Subpart 1.C. A level 1 wetland delineation has been completed and a level 2 delineation is scheduled for the end of the growing season in 2024 to further refine wetland boundaries and impacts.

Portions of the project area are located within the Anoka/Washington Judicial Ditch 4 CWPMP, however, per F.5(e) public linear projects not part of an industrial, commercial, institutional or residential development are not subject to Section 6 of Rule F.

The project will include 2.828 acres (1.606 WCA and 1.222 public water) of wetland impact and 0.273 acres of impact to incidental wetlands associated with inslope flattening and extending, culvert, trail, boulevard, ditch and roundabout construction, and culvert expansion and replacement. The impacts will be mitigated at a 2:1 ratio through a wetland bank owned by MnDOT.

4. Floodplain – There are 2 regulatory floodplains onsite. One is the Clear Lake floodplain which is north of TH 97 and the Fenway Ave N intersection which has an elevation 892.3 (NAVD88). Within this floodplain, the construction of the road will create 1753 CF of fill with a cut of 1990 CF in the location of the roundabout This will result in a net cut, and Rule E is met. The other floodplain is the wetland south of TH 97 and west of Everton Ave S that drains to JD 4, having an elevation of 895.6. Here there will only be an impact of 467 CF (17 CY), which is less than 100 CY and meets the requirements of Rule E.3.(e), and thus does not required mitigation.
5. Erosion Control – Proposed erosion control methods include silt fence, rock construction entrances, inlet protection and sediment control log. The project will disturb more than 1 acre; an NPDES permit is required. The SWPPP is located on plan sheets 183-187. 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 Clear Lake 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 – In a letter dated December 11, 2009, Mn/DOT has stated that they “hereby agree to add...all future Mn/DOT projects within Rice Creek Watershed District to its MS4 inventory and to maintain these facilities in accordance with Mn/DOT’s MS4 Permit.” This letter fulfills the maintenance agreement obligation.
9. Previous Permit Information – 05-071 for TH 97 improvements between Everton Ave and Fenway Avenue. 16-109A05 for the 1-35/TH 97 interchange project. 23-010 for Forest Road North Lots – PGA Investments.

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

 11/27/2024

Griffin McComas, 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.

 11/27/2024

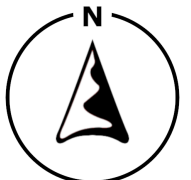
Katherine MacDonald, MN Reg. No 44590

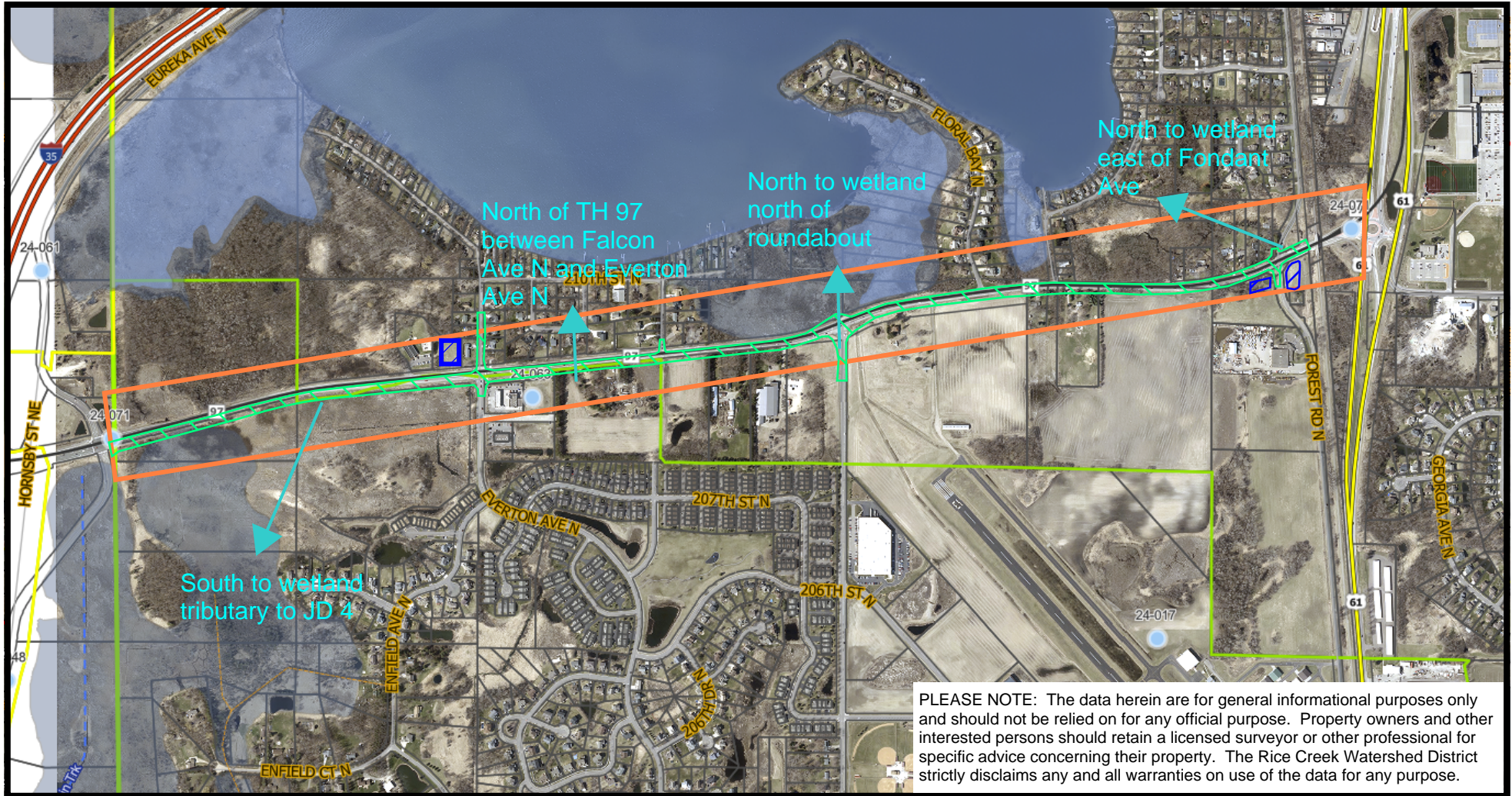


Project Location -
"MNDOT Trunk Highway
97 Improvements SP
8210-21"

Legend

- | | | |
|---|---|---|
|  District Boundary |  Project Location |  Public Waterway |
|  Public Ditch - Open Channel |  Public Ditch - Tile |  Private Ditch |





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.

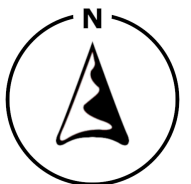
Legend

 Project Location

 Roadway and Sidewalk

 Drainage Arrow

 Wet Pond, Filtration Basin and Pre-treatment Pond



ITEMS REQUIRING BOARD ACTION

1. 2025 Truth in Taxation Opportunity for Comment (Nick Tomczik)

MEMORANDUM
Rice Creek Watershed District



Date: December 5, 2024
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: 2025 Truth in Taxation Opportunity for Comment

Introduction

Under the Truth in Taxation law, at a regular meeting in late November or early December, the Board of Managers must afford an opportunity for public comment on the budget and levy that it adopted in September.

Background

"Truth in taxation" (TnT) is a process first enacted by the legislature in 1988 to enhance public participation in Minnesota's property tax system. The TnT process consists of these three components:

- Each local government is required to formally adopt a "proposed levy" in September for the upcoming year; the final levy, when ultimately adopted, may not exceed the proposed levy.
- County auditors generate parcel-specific notices of proposed taxes for all parcels of property based on the proposed levies.
- Each local government is required to afford an opportunity for public comment on the budget and levy after the notices come out.

The District is addressing, with this agenda item, the requirement of a public meeting (third bullet).

For principal units of government, the final levy is adopted after this public comment opportunity. Pursuant to MS 103D (Watershed District Law), the Board was required to adopt its final budget and certify its final levy to the county auditors by September 15. On the basis of comment, or for any other reason, the Board may reduce the levy for final certification to its counties on or before December 28th. The Board may affirm its September levy certification actions so that if a county auditor requests it staff is prepared to transmit the Board's final position.

Proposed Board Motions

If the Board of Managers wish to make changes to the levy and budget, a motion would be required to make the proposed changes and if adopted then a new resolution would need to be acted on at this meeting (December 11, 2024) or before December 30, 2024.

Manager _____ moves to affirm resolution 2024-06 to adopt proposed 2025 budget and direct certification of 2025 tax levy having held an opportunity for public comment on the budget and levy after the tax notices come out.

Attachments

- 2025 Proposed Budget, Board approved 9/11/2024
- Resolution 2024-06: Adopt 2025 Budget and Direct Certification of 2025 Tax Levy
- State of MN Certification of Apportioned Levies Payable 2025

RCWD Proposed 2025 Budget, Board approved 9/11/2024

Fund No. & Sub-Account	Name	Classification of District Funds	2024 Budget	Projected 2024 Expenditures	Proposed 2025 Budget
10	General Administration	% Cash Flow Rese	\$ 523,535	\$ 473,674	\$ 535,272
	Salaries, Taxes, PERA, HSA, Benefits, Office Expenses		\$ 523,535	\$ 473,674	\$ 535,272
30	Communication & Outreach		\$ 254,068	\$ 247,190	\$ 305,389
	Salaries, Taxes, PERA, Benefits, Office Expenses Etc.	40% Cash Flow	\$ 171,068	\$ 164,190	\$ 190,389
-02	Watershed Communication & Outreach		\$ 15,000	\$ 15,000	\$ 14,000
-03	Visual Media Program (Replacing Minnesota Water Steward Program)		\$ 15,000	\$ 15,000	\$ 30,000
-04	Outreach Partnerships		\$ 32,000	\$ 32,000	\$ 43,000
-05	Mini-Grants Program		\$ 10,000	\$ 10,000	\$ 20,000
-06	Engineering & Technical Support		\$ 6,000	\$ 6,000	\$ 3,000
-08	Watershed Plan Maintenance		\$ 5,000	\$ 5,000	\$ 5,000
35	Information Management		\$ 271,146	\$ 278,893	\$ 316,014
	Salaries, Taxes, PERA, Benefits, Office Expenses Etc.	40% Cash Flow	\$ 156,146	\$ 163,893	\$ 192,514
-03	Boundary Management Program		\$ 5,000	\$ 5,000	\$ 1,000
-04	District Wide Model		\$ 40,000	\$ 40,000	\$ 60,000
-05	Databases (MS4 Front, Drainage DB), GIS Viewer		\$ 65,000	\$ 65,000	\$ 60,000
-15	District Website		\$ 5,000	\$ 5,000	\$ 2,500
60	Restoration Projects		\$ 2,165,193	\$ 1,146,704	\$ 2,922,551
	Salaries, Taxes, PERA, Benefits, Office Expenses Etc.	40% Cash Flow	\$ 381,404	\$ 302,417	\$ 403,846
-01	Anoka Chain of Lakes Water Management Project		\$ 300,000	\$ 141,014	\$ 160,000
-02	Lower Rice Creek WMD (IDLE)	Restricted	\$ -	\$ -	\$ -
-03	Lower Rice Creek Water Management Project		\$ 175,000	\$ 140,000	\$ 185,000
-04	Middle Rice Creek Water Management Project		\$ 10,000	\$ 10,000	\$ 100,000
-05	Bald Eagle Lake WMD	Restricted	\$ 31,789	\$ 2,290	\$ 28,272
-06	Bald Eagle Lake Water Management Project		\$ 110,000	\$ 5,000	\$ 100,000
-07	RCD 2, 3 & 5 WMD (IDLE)	Restricted	\$ -	\$ -	\$ -
-08	RCD 2, 3 & 5 Basic Water Management Project		\$ 200,000	\$ 164,574	\$ 500,000
-09	Silver Lake Water Management Project		\$ -	\$ -	\$ -
-10	Golden Lake Water Management Project		\$ -	\$ -	\$ -
-11	Regional Water Management Partnership Projects		\$ 50,000	\$ 10,000	\$ 54,000
-15	Stormwater Management Cost Share	Committed	\$ 632,000	\$ 298,718	\$ 1,106,433
-24	Southwest Urban Lakes Implementation		\$ 75,000	\$ 15,000	\$ 100,000
-29	Clear Lake Water Management Project		\$ 75,000	\$ 25,000	\$ 85,000
-33	Forest Lake Planning WMD (IDLE)	Restricted	\$ -	\$ -	\$ -
-34	Columbus Planning WMD (IDLE)	Restricted	\$ -	\$ -	\$ -
-35	Stormwater Master Planning		\$ 50,000	\$ 10,000	\$ 35,000
-36	Municipal CIP Early Coordination Program		\$ 10,000	\$ 5,158	\$ 10,000
-37	Groundwater Management & Stormwater Reuse Assessment Program		\$ 65,000	\$ 17,534	\$ 55,000
70	Regulatory		\$ 1,590,761	\$ 1,399,497	\$ 1,565,687
	Salaries, Taxes, PERA, Benefits, Office Expenses Etc.	40% Cash Flow	\$ 590,761	\$ 492,143	\$ 590,687
-01	Rule Revision / Permit Guidance		\$ 50,000	\$ 15,208	\$ 50,000
-03	Permit Review, Inspection and Coordination Program		\$ 950,000	\$ 892,146	\$ 925,000
80	Ditch & Creek Maintenance		\$ 1,741,000	\$ 1,710,023	\$ 1,955,483
	Salaries, Taxes, PERA, Benefits, Office Expenses Etc.	40% Cash Flow	\$ 330,811	\$ 281,276	\$ 344,198
-01	Natural Waterway Management		\$ 10,000	\$ 2,500	\$ 10,000
-02	Ditch Maintenance		\$ 335,000	\$ 530,383	\$ 345,000
-03	Repair Reports & Studies		\$ 200,000	\$ 200,000	\$ 160,000
-04	ACD 10-22-32 WMD	Restricted	\$ 14,124	\$ 5,693	\$ 14,361
-05	ACD 31 WMD	Restricted	\$ -	\$ -	\$ -
-06	ACD 46 WMD	Restricted	\$ 39,710	\$ 39,710	\$ 41,016
-07	RCD 4 WMD	Restricted	\$ 145,000	\$ 98,650	\$ 94,538
-08	RCD 4 Repair		\$ 95,000	\$ 44,130	\$ 48,000
-09	ARJD 1 WMD (IDLE)	Restricted	\$ -	\$ -	\$ -
-10	ARJD 1 Repair		\$ -	\$ -	\$ -
-15	Municipal PDS Maintenance	Committed	\$ 50,000	\$ 5,000	\$ 50,000
-20	WJD 2 Branch 1/2 Repair		\$ -	\$ -	\$ -
-21	AWJD 3 Repair		\$ 130,000	\$ 274,009	\$ -
-22	ACD 15 / AWJD 4 WMD	Restricted	\$ 18,370	\$ 18,370	\$ 18,370
-23	ACD 15 & AWJD 4		\$ 230,000	\$ 10,000	\$ 230,000
-24	ACD 53-62 WMD	Restricted	\$ 42,985	\$ 130,000	\$ 354,000
-25	ACD 53-62 Repair		\$ 100,000	\$ 70,302	\$ 246,000
90	Lake & Stream Management		\$ 1,147,001	\$ 843,911	\$ 1,155,911
	Salaries, Taxes, PERA, Benefits, Office Expenses Etc.	40% Cash Flow	\$ 370,001	\$ 340,891	\$ 384,265
-01	Water Quality Grant Program	Committed	\$ 287,000	\$ 148,109	\$ 281,646
-04	Surface Water Monitoring & Management Program		\$ 240,000	\$ 240,000	\$ 240,000
-26	Common Carp Management		\$ 200,000	\$ 102,912	\$ 200,000
-27	Curly Leaf Pondweed Management		\$ 50,000	\$ 12,000	\$ 50,000
95	District Facilities		\$ 641,635	\$ 557,976	\$ 654,307
	Salaries, Taxes, PERA, Benefits, Office Expenses Etc.	40% Cash Flow	\$ 221,635	\$ 216,932	\$ 232,307
-03	District Facilities Repair		\$ 300,000	\$ 300,000	\$ 310,000
-04	Inspection, Operation & Maintenance		\$ 120,000	\$ 41,045	\$ 112,000
	TOTAL		\$ 8,334,339	\$ 6,657,868	\$ 9,410,614

Rice Creek Watershed District
Fund Balance Estimation

2025 FUND BALANCE ESTIMATION

FUND BALANCE CASH FLOW OPERATING RESERVE					
REQUIRED 40% GENERAL FUND	REQUIRED 40% IMPLEMENTATION ADMINISTRATIVE BUDGET	RESTRICTED FUND BALANCE 12/31/2025	COMMITTED FUND BALANCE 12/31/2025	PROGRAM/PROJECT ANTICIPATION FUND 12/31/2025	ASSIGNED FUND BALANCE 12/31/2025
\$ 214,109	\$ 935,282	\$ (42,093)	\$ 229,385	\$ 7,694,424	\$ 1,421,838

PROPOSED FUND TRANSFERS WITH 2025 BUDGET

FUND	PROPOSED TRANSFER	1/1/2025 FUND BALANCE
10 General Administration	\$ (370,000)	\$ 222,890
30 Communication & Outreach	\$ (80,000)	\$ 163,445
35 Information Management	\$ (133,000)	\$ 167,596
60 Restoration Projects	\$ -	\$ 3,144,128
70 Regulatory	\$ 160,000	\$ 877,744
80 Ditch & Creek Maintenance	\$ (906,434)	\$ 433,389
90 Lake & Stream Management	\$ (803,221)	\$ 264,638
95 District Facilities	\$ (750,868)	\$ 94,421
99 Project Anticipation		\$ 7,694,424
TOTAL	\$ (2,883,523)	\$ 13,062,673

99 PROJECT ANTICIPATION SUBFUND ALLOCATION		
99-60 Restoration	\$ 2,310,901	\$ 5,010,901
99-80 Ditch & Creek	\$ 883,523	\$ 2,283,523
99-90 Lake & Stream	\$ -	\$ 200,000
99-95 District Facility	\$ -	\$ 200,000
TOTAL	\$ 3,194,424	\$ 7,694,424

General Fund – covers the general administrative expenses of the District, including salaries, benefits, and office expenses.

Implementation Administrative Budget – covers the administrative costs of preparing or amending the District’s plan and the administrative costs of implementation of the plan through projects and programs, pursuant to Minnesota Statutes Section 103B.241.

Restricted Fund – amounts are subject to externally enforceable legal restrictions, such as funds levied in a Water Management District (WMD) which are restricted to the defined purpose.

Committed Fund - amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority, such as grant program awards. The commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.

Program/Project Anticipation Fund – funds accumulated and committed as an alternative to issuing bonds to finance improvements based on findings as to the potential future need of funds for a particular purpose.

Assigned Fund - amounts a government intends to use for a specific purpose.

Rice Creek Watershed District
Total Revenue and Expenditures

Account	2024 Annual Budget	YTD Thru 05/31/24	Projected 6/1-12/31/24	Projected 2024 Total	Proposed 2025 Budget	% Change
Revenues:						
General Property Tax	\$ 6,099,752	\$ 28,420	\$ 5,871,860	\$ 5,900,281	\$ 6,143,782	0.7%
Permit Fees 70-03	\$ 85,528	\$ 30,600	\$ 30,600	\$ 61,200	\$ 61,200	-28.4%
WMD Charges Lower Rice Creek 60-02	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges Bald Eagle Lake 60-05	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges RCD 2, 3 & 5 60-07	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges Forest Lake Planning 60-33	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges Columbus Planning 60-34	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges ACD 10-22-32 80-04	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges ACD 31 80-05	\$ -	\$ -	\$ 120	\$ 120	\$ -	0.0%
WMD Charges ACD 46 80-06	\$ -	\$ -	\$ 88	\$ 88	\$ -	0.0%
WMD Charges RCD 4 80-07	\$ -	\$ -	\$ (0)	\$ (0)	\$ 85,038	0.0%
WMD Charges ARJD1 80-09	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges ACD 15 & AWJD 4 80-22	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
WMD Charges ACD 53-62 80-24	\$ 26,782	\$ -	\$ 166,364	\$ 166,364	\$ -	-100.0%
ROW Charges (All 80)	\$ 2,405	\$ 4,291	\$ 11,972	\$ 16,263	\$ 9,500	295.1%
BWSR Grant - WBFIP East Miss. 60-01	\$ -	\$ -	\$ -	\$ -	\$ 30,000	0.0%
BWSR Grant - WBFIP Rice Creek 80-03	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	100.0%
BWSR Grant - WBFIP Rice Creek 90-26	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	100.0%
BWSR Grant - WBFIP Rice Creek 95-04	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	100.0%
Clean Water Fund competitive Grant - Centerville Alum	\$ -	\$ 477,250	\$ -	\$ 477,250	\$ -	0.0%
Interest Income	\$ 459,702	\$ 183,118	\$ 30,136	\$ 213,253	\$ 441,366	-4.0%
Miscellaneous Revenue	\$ -	\$ 97,115	\$ 19,390	\$ 116,505	\$ -	0.0%
Total Revenues	\$ 6,674,169	\$ 820,794	\$ 6,205,530	\$ 7,026,324	\$ 6,800,886	1.9%
Expenses:						
General Administration - 10	\$ 523,535	\$ 194,130	\$ 279,544	\$ 473,674	\$ 535,272	2.2%
Communication & Outreach - 30	\$ 254,068	\$ 98,709	\$ 148,970	\$ 247,679	\$ 305,389	20.2%
Information Management - 35	\$ 271,146	\$ 86,044	\$ 192,849	\$ 278,893	\$ 316,014	16.5%
Restoration Projects - 60	\$ 2,165,193	\$ 126,292	\$ 1,019,504	\$ 1,145,796	\$ 2,922,551	35.0%
Regulatory - 70	\$ 1,590,761	\$ 447,902	\$ 950,687	\$ 1,398,589	\$ 1,565,687	-1.6%
Ditch & Creek Maintenance - 80	\$ 1,741,000	\$ 669,404	\$ 1,040,619	\$ 1,710,023	\$ 1,955,483	12.3%
Lake & Stream Management - 90	\$ 1,147,001	\$ 242,655	\$ 601,745	\$ 844,401	\$ 1,155,911	0.8%
District Facilities - 95	\$ 641,635	\$ 89,966	\$ 468,010	\$ 557,976	\$ 654,307	2.0%
Project Anticipation - 99	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Program Expense	\$ 8,334,339	\$ 1,955,102	\$ 4,701,929	\$ 6,657,031	\$ 9,410,614	12.9%

Rice Creek Watershed District
Administrative Costs Breakdown - All Funds

Acct #	Account	2024 Annual Budget	YTD Thru 05/31/24	Projected 6/1- 12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
	Expenses						
4000	Manager Per Diem	33,750	11,000	22,250	33,250	33,000	-2.2%
4010	Manager Expense	3,500	434	1,439	1,873	4,000	14.3%
4011	Manager Travel	4,500	1,107	2,600	3,707	5,000	11.1%
4100	Wages	1,408,696	464,986	761,875	1,226,861	1,464,496	4.0%
4102	Interns	25,634	0	14,694	14,694	22,170	-13.5%
4110	Benefits	196,252	75,775	98,711	174,486	229,064	16.7%
4120	PERA Expense	105,652	34,321	45,799	80,120	109,837	4.0%
4125	H.S.A. Contribution	15,640	5,323	7,453	12,776	16,275	4.1%
4130	Payroll Taxes	109,726	35,417	58,878	94,295	113,730	3.6%
4140	Payroll Taxes-Unemployment	5,500	858	1,202	2,060	5,000	-9.1%
4200	Office Supplies	12,250	2,334	6,867	9,201	12,128	-1.0%
4201	Supplies-Field	2,000	195	1,550	1,745	2,000	0.0%
4203	Computer Software	12,250	2,386	10,220	12,606	16,354	33.5%
4205	Meeting Supplies/Expense	4,118	376	3,742	4,118	3,375	-18.0%
4208	Printing	2,500	648	1,445	2,093	2,500	0.0%
4210	Rent	111,000	51,703	64,010	115,713	125,000	12.6%
4240	Telecommunications	37,500	12,441	22,208	34,649	24,520	-34.6%
4245	Dues	15,642	12,500	3,000	15,500	15,899	1.6%
4250	Publications	1,000	0	935	935	1,000	0.0%
4265	Training & Education	50,000	6,312	28,217	34,529	45,000	-10.0%
4270	Insurance & Bonds	40,000	35,041	0	35,041	40,000	0.0%
4280	Postage	5,500	0	5,500	5,500	5,500	0.0%
4290	Legal Notices-General	4,250	0	3,350	3,350	4,800	12.9%
4320	Staff Travel	5,500	824	4,363	5,187	5,500	0.0%
4322	Vehicle Expense	75,000	1,417	66,870	68,287	60,000	-20.0%
4330	Audit & Accounting	105,000	56,884	40,240	97,124	110,000	4.8%
4335	Professional Services	103,500	30,300	74,015	104,315	110,410	6.7%
4337	Contracted Services	52,500	11,747	34,723	46,470	68,000	29.5%
4340	Recruitment	0	0	0	0	0	0.0%
4410	Legal Fees-General	63,000	17,251	30,016	47,267	64,750	2.8%
4500	Engineering	75,500	14,565	51,121	65,686	71,500	-5.3%
4634	Equipment-Computer	30,500	26,850	33,500	60,350	57,820	89.6%
4635	Equipment-General	17,000	0	10,710	10,710	13,500	-20.6%
4636	Equipment Lease	11,000	3,643	6,437	10,080	11,000	0.0%
4910	Bank Charges	0	130	-130	0	350	0.0%
	Total Administrative Expenses	\$ 2,745,361	\$ 916,770	\$ 1,517,808	\$ 2,434,578	\$ 2,873,478	4.7%

Rice Creek Watershed District
Statement of Revenue and Expenditures - General Fund - 10

Acct #	Account	2024 Annual Budget	YTD Thru 5/31/24	Projected 06/1- 12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	494,658	2,473	504,664	507,137	510,167	3.1%
3704	Interest Income	28,877	44,943	17,600	62,543	25,105	-13.1%
3800	Miscellaneous Revenue (investment income)	0	2,276	0	2,276	0	0.0%
Total Revenues		523,535	49,692	522,264	571,956	535,272	2.2%
Expenses							
4000	Manager Per Diem	33,750	11,000	22,250	33,250	33,000	-2.2%
4010	Manager Expense	3,500	434	1,439	1,873	4,000	14.3%
4011	Manager Travel	4,500	1,107	2,600	3,707	5,000	11.1%
4100	Wages	172,334	68,415	95,781	164,196	178,469	3.6%
4102	Interns	0	0	0	0	0	0.0%
4110	Benefits	32,192	15,714	17,541	33,255	35,086	9.0%
4120	PERA Expense	12,925	5,113	6,400	11,513	13,385	3.6%
4125	H.S.A. Contribution	15,640	5,323	7,453	12,776	16,275	4.1%
4130	Payroll Taxes	13,184	5,732	8,025	13,758	13,653	3.6%
4140	Payroll Taxes-Unemployment	5,500	858	1,202	2,060	5,000	-9.1%
4200	Office Supplies	2,450	381	1,100	1,481	2,426	-1.0%
4201	Supplies-Field	250	0	250	250	250	0.0%
4203	Computer Software	250	0	250	250	250	0.0%
4205	Meeting Supplies/Expense	2,868	364	2,504	2,868	2,500	-12.8%
4208	Printing	500	0	200	200	500	0.0%
4210	Rent	22,200	10,341	14,477	24,818	25,000	12.6%
4240	Telecommunications	7,500	2,219	4,500	6,719	4,904	-34.6%
4245	Dues	15,642	12,500	3,000	15,500	15,899	1.6%
4250	Publications	200	0	200	200	200	0.0%
4265	Training & Education	10,000	426	2,000	2,426	9,000	-10.0%
4270	Insurance & Bonds	8,000	7,008	0	7,008	8,000	0.0%
4280	Postage	1,100	0	1,100	1,100	1,100	0.0%
4290	Legal Notices-General	1,500	0	1,500	1,500	1,500	0.0%
4320	Staff Travel	1,100	375	700	1,075	1,100	0.0%
4322	Vehicle Expense	0	0	0	0	0	0.0%
4330	Audit & Accounting	21,000	11,377	6,400	17,777	22,000	4.8%
4335	Professional Services	20,000	5,434	14,100	19,534	19,000	-5.0%
4337	Contracted Services	5,000	2,930	2,070	5,000	7,000	0.0%
4410	Legal Fees-General	50,000	12,391	24,782	37,173	50,000	0.0%
4500	Engineering	56,000	13,829	36,000	49,829	56,000	0.0%
4634	Equipment-Computer	250	0	250	250	250	0.0%
4635	Equipment-General	2,000	0	400	400	2,000	0.0%
4636	Equipment Lease	2,200	729	1,200	1,929	2,200	0.0%
4910	Bank Charges	0	130	(130)	0	325	0.0%
Total Expenses - General Admin		\$ 523,535	\$ 194,130	\$ 279,544	\$ 473,674	\$ 535,272	2.2%

Rice Creek Watershed District
Statement of Revenue and Expenditures - Communications Outreach - 30

Acct #	Account	2024 Annual Budget	YTD Thru 5/31/24	Projected 6/1-12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	225,345	1,222	215,109	216,331	251,566	11.6%
3700	Interest Income	14,014	4,070	200	4,270	14,323	2.2%
3800	Miscellaneous Income	0	1,040	1,455	2,495	0	0.0%
Total Revenues		239,358	6,332	216,764	223,096	265,889	11.1%
Expenses							
4000	Manager Per Diem	0	0	0	0	0	0.0%
4010	Manager Expense	0	0	0	0	0	0.0%
4011	Manager Travel	0	0	0	0	0	0.0%
4100	Wages	91,332	42,521	46,500	89,021	103,919	13.8%
4102	Interns	5,127	0	0	0	4,434	-13.5%
4110	Benefits	10,006	4,880	4,830	9,710	10,988	9.8%
4120	PERA Expense	6,850	2,934	4,107	7,041	7,794	13.8%
4125	H.S.A. Contribution	0	0	0	0	0	0.0%
4130	Payroll Taxes	7,379	2,911	4,075	6,985	8,289	12.3%
4140	Payroll Taxes-Unemployment	0	0	0	0	0	0.0%
4200	Office Supplies	1,225	155	800	955	1,213	-1.0%
4201	Supplies-Field	250	0	250	250	250	0.0%
4203	Computer Software	1,000	0	970	970	500	-50.0%
4205	Meeting Supplies/Expense	500	13	487	500	500	0.0%
4208	Printing	250	208	100	308	250	0.0%
4210	Rent	11,100	5,170	6,204	11,375	12,500	12.6%
4240	Telecommunications	3,750	1,241	1,737	2,977	2,452	-34.6%
4245	Dues	0	0	0	0	0	0.0%
4250	Publications	100	0	100	100	100	0.0%
4265	Training & Education	5,000	643	3,000	3,643	4,500	-10.0%
4270	Insurance & Bonds	4,000	3,504	0	3,015	4,000	0.0%
4280	Postage	550	0	550	550	550	0.0%
4290	Legal Notices-General	250	0	250	250	250	0.0%
4320	Staff Travel	550	137	300	437	550	0.0%
4322	Vehicle Expense	0	0	0	0	0	0.0%
4330	Audit & Accounting	10,500	5,688	4,240	9,928	11,000	4.8%
4335	Professional Services	2,500	600	5,500	6,100	3,000	20.0%
4337	Contracted Services	5,000	980	4,020	5,000	7,000	0.0%
4340	Recruitment	0	0	0	0	0	0.0%
4410	Legal Fees-General	1,000	2,320	590	2,910	3,000	200.0%
4500	Engineering	500	0	500	500	1,000	100.0%
4634	Equipment-Computer	250	0	250	250	250	0.0%
4635	Equipment-General	1,000	0	450	450	1,000	0.0%
4636	Equipment Lease	1,100	364	600	964	1,100	0.0%
4910	Bank Charges	0	0	0	0	0	0.0%
Total Admin Expenses		\$ 171,068	\$ 74,268	\$ 90,411	\$ 164,190	\$ 190,389	11.3%
Projects							
	Watershed Comm's & Outreach 30-02	15,000	4,733	10,267	15,000	14,000	-6.7%
	Master Water Steward Program 30-03	15,000	539	14,461	15,000	30,000	100.0%
	Outreach Partnerships - 30-04	32,000	17,806	14,194	32,000	43,000	34.4%
	Mini-Grants Program 30-05	10,000	360	9,640	10,000	20,000	100.0%
	Engineering & Technical Support 30-06	6,000	1,002	4,998	6,000	3,000	-50.0%
	Watershed Plan Maintenance 30-08	5,000	0	5,000	5,000	5,000	0.0%
Total Project Expenses		83,000	24,440	58,560	83,000	115,000	38.6%
Total Expenses - Comm's & Outreach		\$ 254,068	\$ 98,709	\$ 148,970	\$ 247,190	\$ 305,389	20.2%

Rice Creek Watershed District
Statement of Revenue and Expenditures - Information Management - 35

Acct #	Account	2024 Annual Budget	YTD Thru 5/31/2024	Projected 6/1-12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	256,190	1,157	257,040	258,197	261,193	2.0%
3700	Interest Income	14,956	5,597	7,836	13,432	14,821	-0.9%
3800	Miscellaneous Income	0	1,429	2,001	3,431	0	0.0%
Total Revenues		271,146	8,183	266,877	275,060	276,014	1.8%
Expenses							
4000	Manager Per Diem	0	0	0	0	0	0.0%
4010	Manager Expense	0	0	0	0	0	0.0%
4011	Manager Travel	0	0	0	0	0	0.0%
4100	Wages	30,407	8,408	10,000	18,408	31,856	4.8%
4102	Interns	0	0	0	0	0	0.0%
4110	Benefits	4,070	1,166	750	1,916	5,030	23.6%
4120	PERA Expense	2,281	612	500	1,112	2,389	4.8%
4125	H.S.A. Contribution	0	0	0	0	0	0.0%
4130	Payroll Taxes	2,326	635	500	1,135	2,437	4.8%
4140	Payroll Taxes-Unemployment	0	0	0	0	0	0.0%
4200	Office Supplies	613	76	350	426	606	-1.0%
4201	Supplies-Field	0	0	0	0	0	0.0%
4203	Computer Software	11,000	2,386	9,000	11,386	15,204	38.2%
4205	Meeting Supplies/Expense	0	0	0	0	0	0.0%
4208	Printing	125	0	125	125	125	0.0%
4210	Rent	5,550	2,585	3,102	5,687	6,250	12.6%
4240	Telecommunications	1,875	620	868	1,489	1,226	-34.6%
4245	Dues	0	0	0	0	0	0.0%
4250	Publications	50	0	50	50	50	0.0%
4265	Training & Education	2,500	411	1,800	2,211	2,250	-10.0%
4270	Insurance & Bonds	2,000	1,752	0	1,752	2,000	0.0%
4280	Postage	275	0	275	275	275	0.0%
4290	Legal Notices-General	0	0	0	0	0	0.0%
4320	Staff Travel	275	0	275	275	275	0.0%
4322	Vehicle Expense	0	0	0	0	0	0.0%
4330	Audit & Accounting	5,250	2,844	2,160	5,004	5,500	4.8%
4335	Professional Services	53,000	18,211	31,000	49,211	55,670	5.0%
4337	Contracted Services	1,500	0	1,500	1,500	1,000	-33.3%
4410	Legal Fees-General	500	706	(206)	500	500	0.0%
4500	Engineering	500	0	500	500	500	0.0%
4634	Equipment-Computer	30,000	26,850	33,000	59,850	57,320	91.1%
4635	Equipment-General	1,500	0	600	600	1,500	0.0%
4636	Equipment Lease	550	182	300	482	550	0.0%
4910	Bank Charges	0	0	0	0	0	0.0%
Total Admin Expenses		\$ 156,146	\$ 67,444	\$ 96,449	\$ 163,893	\$ 192,514	23.3%
Projects							
	Boundary Management Program 35-03	5,000	769	4,231	5,000	1,000	-80.0%
	District-Wide Model 35-04	40,000	0	40,000	40,000	60,000	50.0%
	Database & Viewer Maintenance 35-05	65,000	16,458	48,543	65,000	60,000	-7.7%
	District Website 35-15	5,000	1,374	3,626	5,000	2,500	-50.0%
Total Project Expenses		\$ 115,000	\$ 18,600	\$ 96,400	\$ 115,000	\$ 123,500	7.4%
Total Expenses - Info Management		\$ 271,146	\$ 86,044	\$ 192,849	\$ 278,893	\$ 316,014	16.5%

Rice Creek Watershed District
Statement of Revenue and Expenditures - Restoration Projects - 60

Acct #	Account	2024 Annual Budget	YTD Thru 5/31/24	Projected 6/1-12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	1,224,994	5,167	1,170,827	1,175,994	885,775	-27.7%
3101	WMD - Lower Rice Creek 60-02	0	0	0	0	0	0.0%
3101	WMD - Bald Eagle Lake 60-05	0	0	0	0	0	0.0%
3101	WMD - RCD 2, 3 & 5 60-07	0	0	0	0	0	0.0%
3101	WMD - Forest Lake Planning 60-33	0	0	0	0	0	0.0%
3101	WMD - Columbus Planning 60-34	0	0	0	0	0	0.0%
3302	BWSR Grant - WBIF East Miss: Hwy 61 Ponds 60-06,	0	0	0	0	30,000	0.0%
3300	Clean Water Fund Competitive Grant - Centerville Alum - next	0	477,250	0	477,250	0	0.0%
3700	Interest Income	119,427	35,914	1,500	37,414	137,070	14.8%
3800	Miscellaneous Income	0	9,172	12,841	22,013	0	0.0%
Total Revenues		\$ 1,344,421	\$ 527,503	\$ 1,185,169	\$ 1,712,672	\$ 1,052,846	-21.7%
Expenses							
4000	Manager Per Diem	0	0	0	0	0	0.0%
4010	Manager Expense	0	0	0	0	0	0.0%
4011	Manager Travel	0	0	0	0	0	0.0%
4100	Wages	227,542	47,301	126,221	173,522	238,530	4.8%
4102	Interns	5,127	0	5,127	5,127	4,434	0.0%
4110	Benefits	30,496	7,177	15,048	22,225	43,415	42.4%
4120	PERA Expense	17,066	3,516	8,922	12,437	17,890	4.8%
4125	H.S.A. Contribution	0	0	0	0	0	0.0%
4130	Payroll Taxes	17,799	3,408	10,771	14,179	18,587	4.4%
4140	Payroll Taxes-Unemployment	0	0	0	0	0	0.0%
4200	Office Supplies	1,225	169	650	819	1,213	-1.0%
4201	Supplies-Field	250	0	250	250	250	0.0%
4203	Computer Software	0	0	0	0	0	0.0%
4205	Meeting Supplies/Expense	0	0	0	0	0	0.0%
4208	Printing	250	110	140	250	250	0.0%
4210	Rent	11,100	5,170	6,204	11,375	12,500	12.6%
4240	Telecommunications	3,750	1,241	3,737	4,977	2,452	-34.6%
4245	Dues	0	0	0	0	0	0.0%
4250	Publications	100	0	35	35	100	0.0%
4265	Training & Education	5,000	471	4,529	5,000	4,500	-10.0%
4270	Insurance & Bonds	4,000	3,504	0	3,504	4,000	0.0%
4280	Postage	550	0	550	550	550	0.0%
4290	Legal Notices-General	1,000	0	1,000	1,000	1,000	0.0%
4320	Staff Travel	550	0	550	550	550	0.0%
4322	Vehicle Expense	15,000	236	12,500	12,736	12,000	-20.0%
4330	Audit & Accounting	10,500	5,688	4,240	9,928	11,000	4.8%
4335	Professional Services	12,000	1,671	5,500	7,171	12,000	0.0%
4337	Contracted Services	7,500	1,470	6,030	7,500	10,500	0.0%
4340	Recruitment	0	0	0	908	0	0.0%
4410	Legal Fees-General	2,000	420	1,500	1,920	1,750	-12.5%
4500	Engineering	5,000	379	4,621	5,000	4,000	-20.0%
4634	Equipment-Computer	0	0	0	0	0	0.0%
4635	Equipment-General	2,500	0	460	460	1,250	-50.0%
4636	Equipment Lease	1,100	364	630	994	1,100	0.0%
4910	Bank Charges	0	0	0	0	25	0.0%
Total Admin Expenses		\$ 381,404	\$ 82,295	\$ 219,214	\$ 302,417	\$ 403,846	5.9%
Projects							
	Anoka Chain of Lakes Water Management Project 60-01	300,000	15,014	126,000	141,014	160,000	-46.7%
	Lower Rice Creek WMD 60-02	0	0	0	0	0	0.0%
	Lower Rice Creek Water Management Project 60-03	175,000	0	140,000	140,000	185,000	5.7%
	Middle Rice Creek Water Management Project 60-04	10,000	0	10,000	10,000	100,000	900.0%
	Bald Eagle Lake WMD 60-05	31,789	0	2,290	2,290	28,272	0.0%
	Bald Eagle Lake Water Management Project 60-06	110,000	0	5,000	5,000	100,000	-9.1%
	RCD 2, 3 & 5 WMD 60-07	0	0	0	0	0	0.0%
	RCD 2, 3 & 5 Basic Water Management Project 60-08	200,000	17,574	147,000	164,574	500,000	150.0%
	Silver Lake Water Management Project 60-09	0	0	0	0	0	0.0%
	Golden Lake Water Management Project 60-10	0	0	0	0	0	0.0%
	Regional Water Management Partnership Projects 60-11	50,000	0	10,000	10,000	54,000	8.0%
	Stormwater Management Cost Share 60-15	632,000	8,718	290,000	298,718	1,106,433	75.1%
	Southwest Urban Lakes Implementation 60-24	75,000	0	15,000	15,000	100,000	33.3%
	Clear Lake Water Management Project 60-29	75,000	0	25,000	25,000	85,000	0.0%
	Forest Lake Planning WMD 60-33	0	0	0	0	0	0.0%
	Columbus Planning WMD 60-34	0	0	0	0	0	0.0%
	Stormwater Master Planning 60-35	50,000	0	10,000	10,000	35,000	-30.0%
	Municipal CIP Early Coordination 60-36	10,000	158	5,000	5,158	10,000	0.0%
	Groundwater Management & Stormwater Reuse 60-37	65,000	2,534	15,000	17,534	55,000	-15.4%
Total Project Expenses		\$ 1,783,789	\$ 43,997	\$ 800,290	\$ 844,287	\$ 2,518,705	41.2%
Total Expenses - Restoration Projects		\$ 2,165,193	\$ 126,292	\$ 1,019,504	\$ 1,146,704	\$ 2,922,551	35.0%

Rice Creek Watershed District
Statement of Revenue and Expenditures - Regulatory - 70

Acct. #	Account	2024 Annual Budget	YTD Thru 5/31/24	Projected 6/1/ - 12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	1,295,690	6,395	1,237,468	1,243,863	1,181,055	-8.8%
3400	Permit Fees 70-03	85,528	30,600	30,600	61,200	61,200	-28.4%
3700	Interest Income	87,743	25,080	1,200	26,280	73,432	-16.3%
3800	Miscellaneous Income	0	6,405	0	6,405	0	0.0%
Total Revenues		\$ 1,468,961	\$ 68,480	\$ 1,269,268	\$ 1,337,748	\$ 1,315,687	-10.4%
Expenses							
4000	Manager Per Diem	0	0	0	0	0	0.0%
4010	Manager Expense	0	0	0	0	0	0.0%
4011	Manager Travel	0	0	0	0	0	0.0%
4100	Wages	347,478	106,476	178,000	284,476	348,652	0.3%
4102	Interns	5,127	0	4,440	4,440	4,434	-13.5%
4110	Benefits	50,558	18,166	21,750	39,916	49,729	-1.6%
4120	PERA Expense	26,061	8,249	6,800	15,049	26,149	0.3%
4125	H.S.A. Contribution	0	0	0	0	0	0.0%
4130	Payroll Taxes	26,974	8,568	14,500	23,068	27,011	0.1%
4140	Payroll Taxes-Unemployment	0	0	0	0	0	0.0%
4200	Office Supplies	3,063	504	1,700	2,204	3,032	-1.0%
4201	Supplies-Field	500	0	500	500	500	0.0%
4203	Computer Software	0	0	0	0	0	0.0%
4205	Meeting Supplies/Expense	250	0	250	250	125	-50.0%
4208	Printing	625	165	460	625	625	0.0%
4210	Rent	27,750	12,926	15,511	28,437	31,250	12.6%
4240	Telecommunications	9,375	3,101	4,900	8,001	6,130	-34.6%
4245	Dues	0	0	0	0	0	0.0%
4250	Publications	250	0	250	250	250	0.0%
4265	Training & Education	12,500	3,181	6,000	9,181	11,250	-10.0%
4270	Insurance & Bonds	10,000	8,760	0	8,760	10,000	0.0%
4280	Postage	1,375	0	1,375	1,375	1,375	0.0%
4290	Legal Notices-General	500	0	100	100	300	-40.0%
4320	Staff Travel	1,375	0	1,200	1,200	1,375	0.0%
4322	Vehicle Expense	15,000	295	12,500	12,795	12,000	-20.0%
4330	Audit & Accounting	26,250	14,221	10,400	24,621	27,500	4.8%
4335	Professional Services	3,000	1,500	1,500	3,000	3,000	0.0%
4337	Contracted Services	12,500	2,449	10,051	12,500	17,500	0.0%
4340	Recruitment				908		0.0%
4410	Legal Fees-General	2,500	908	2,000	2,908	2,500	0.0%
4500	Engineering	2,500	168	2,500	2,668	1,250	-50.0%
4634	Equipment-Computer	0	0	0	0	0	0.0%
4635	Equipment-General	2,500	0	2,500	2,500	2,000	-20.0%
4636	Equipment Lease	2,750	911	1,500	2,411	2,750	0.0%
4910	Bank Charges	0	0	0	0	0	0.0%
Total Admin Expenses		\$ 590,761	\$ 190,548	\$ 300,687	\$ 492,143	\$ 590,687	0.0%
Projects							
	Rule Revision & Permit Guidance 70-01	50,000	10,208	5,000	15,208	50,000	0.0%
	Permit Review, Inspect & Coord 70-03	950,000	247,146	645,000	892,146	925,000	-2.6%
Total Project Expenses		\$ 1,000,000	\$ 257,354	\$ 650,000	\$ 907,354	\$ 975,000	-2.5%
Total Expenses - Regulatory		\$ 1,590,761	\$ 447,902	\$ 950,687	\$ 1,399,497	\$ 1,565,687	-1.6%

Rice Creek Watershed District
Statement of Revenue and Expenditures - Ditch Creek Maintenance - 80

Acct #	Account	2024 Annual Budget	YTD Thru 5/31/24	Projected 6/01-12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	1,208,395	6,869	1,153,190	1,160,059	1,403,854	16.2%
3101	WMD - ACD 10-22-32 80-04	0	0	0	0	0	0.0%
3101	WMD - ACD 31 80-05	0	0	120	120	0	0.0%
3101	WMD - ACD 46 80-06	0	0	88	88	0	0.0%
3101	WMD - RCD 4 80-07	0	0	(0)	(0)	85,038	100.0%
3101	WMD - ARJD 1 80-09	0	0	0	0	0	0.0%
3101	WMD - ACD 15 & AWJD 4 80-22	0	0	0	0	0	0.0%
3101	WMD - ACD 53-62 80-24	26,782	0	166,364	166,364	0	-100.0%
3207	ROW - ACD 10-22-32 80-04	0	0	0	0	0	0.0%
3207	ROW - ACD 31 80-05	0	0	0	0	0	0.0%
3207	ROW - ACD 46 80-06	0	0	0	0	0	0.0%
3207	ROW - RCD 4 80-07	0	1,409	11,972	13,381	9,500	0.0%
3207	ROW - ARJD 1 80-09	0	0	0	0	0	0.0%
3207	ROW - ACD 15 & AWJD 4 80-22	0	0	0	0	0	0.0%
3207	ROW - ACD 53-62 80-24	2,405	2,881	0	2,881	0	-100.0%
3302	BWSR Grant - WBFIP Rice Creek 80-03	0	0	30,000	30,000	30,000	100.0%
3700	Interest Income	96,029	35,897	1,200	37,097	91,714	-4.5%
3800	Miscellaneous Income	0	68,818	0	68,818	0	0.0%
Total Revenues		\$ 1,333,611	\$ 115,875	\$ 1,362,934	\$ 1,478,808	\$ 1,620,106	21.5%
Expenses							
4000	Manager Per Diem	0	0	0	0	0	0.0%
4010	Manager Expense	0	0	0	0	0	0.0%
4011	Manager Travel	0	0	0	0	0	0.0%
4100	Wages	175,847	64,813	87,500	152,313	182,803	4.0%
4102	Interns	0	0	0	0	0	0.0%
4110	Benefits	22,385	9,691	11,200	20,891	27,363	22.2%
4120	PERA Expense	13,189	4,655	6,300	10,955	13,710	4.0%
4125	H.S.A. Contribution	0	0	0	0	0	0.0%
4130	Payroll Taxes	13,452	4,870	6,356	11,226	13,984	4.0%
4140	Payroll Taxes-Unemployment	0	0	0	0	0	0.0%
4200	Office Supplies	1,838	752	900	1,652	1,819	-1.0%
4201	Supplies-Field	250	6	0	6	250	0.0%
4203	Computer Software	0	0	0	0	400	0.0%
4205	Meeting Supplies/Expense	250	0	250	250	125	-50.0%
4208	Printing	375	110	100	210	375	0.0%
4210	Rent	16,650	7,756	9,307	17,062	18,750	12.6%
4240	Telecommunications	5,625	2,158	3,467	5,625	3,678	-34.6%
4245	Dues	0	0	0	0	0	0.0%
4250	Publications	150	0	150	150	150	0.0%
4265	Training & Education	7,500	569	4,000	4,569	6,750	-10.0%
4270	Insurance & Bonds	6,000	5,256	0	5,256	6,000	0.0%
4280	Postage	825	0	825	825	825	0.0%
4290	Legal Notices-General	750	0	250	250	1,500	100.0%
4320	Staff Travel	825	155	670	825	825	0.0%
4322	Vehicle Expense	15,000	394	14,606	15,000	12,000	-20.0%
4330	Audit & Accounting	15,750	8,533	6,400	14,933	16,500	4.8%
4335	Professional Services	9,000	1,985	7,015	9,000	13,740	52.7%
4337	Contracted Services	8,500	1,470	1,000	2,470	7,500	-11.8%
4410	Legal Fees-General	5,000	168	1,000	1,168	5,000	0.0%
4500	Engineering	7,500	190	3,500	3,690	6,500	-13.3%
4634	Equipment-Computer	0	0	0	0	0	0.0%
4635	Equipment-General	2,500	0	1,300	1,300	2,000	-20.0%
4636	Equipment Lease	1,650	546	1,104	1,650	1,650	0.0%
4910	Bank Charges	0	0	0	0	0	0.0%
Total Admin Expenses		\$ 330,811	\$ 114,077	\$ 167,199	\$ 281,276	\$ 344,198	4.0%
Projects							
	Natural Waterway Management 80-01	10,000	0	2,500	2,500	10,000	0.0%
	Ditch Maintenance 80-02	335,000	213,383	317,000	530,383	345,000	3.0%
	Repair Reports & Studies 80-03	200,000	89,805	110,196	200,000	160,000	-20.0%
	ACD 10-22-32 WMD 80-04	14,124	0	5,693	5,693	14,361	1.7%
	ACD 31 WMD 80-05	0	0	0	0	0	0.0%
	ACD 46 WMD 80-06	39,710	11,990	27,720	39,710	41,016	3.3%
	RCD 4 WMD 80-07	145,000	11,706	86,944	98,650	94,538	-34.8%
	RCD 4 Repair 80-08	95,000	9,130	35,000	44,130	48,000	-49.5%
	ARJD 1 WMD 80-09	0	0	0	0	0	0.0%
	ARJD 1 Repair 80-10	0	0	0	0	0	0.0%
	Municipal PDS Maintenance 80-15	50,000	0	5,000	5,000	50,000	0.0%
	WJD 2 Branch 1/2 Repair 80-20	0	0	0	0	0	0.0%
	AWJD 3 Repair 80-21	130,000	219,009	55,000	274,009	0	-100.0%
	ACD 15 & AWJD 4 WMD 80-22	18,370	3	18,367	18,370	18,370	100.0%
	ACD 15 & AWJD 4 80-23	230,000	0	10,000	10,000	230,000	0.0%
	ACD 53-62 WMD 80-24	42,985	0	130,000	130,000	354,000	723.5%
	ACD 53-62 Repair 80-25	100,000	302	70,000	70,302	246,000	146.0%
Total Project Expenses		\$ 1,410,189	\$ 555,327	\$ 873,420	\$ 1,428,747	\$ 1,611,285	14.3%
Total Expenses - Ditch & Creek		\$ 1,741,000	\$ 669,404	\$ 1,040,619	\$ 1,710,023	\$ 1,955,483	12.3%

Rice Creek Watershed District
Statement of Revenue and Expenditures - Lake Stream Management - 90

Acct #	Account	2024 Annual Budget	YTD Thru 5/31/24	Projected 6/01-12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	917,936	3,732	877,487	881,218	1,026,552	11.8%
3302	BWSR Grant - WBFIP Rice Creek 90-26	0	0	25,000	25,000	0	100.0%
3700	Interest Income	63,266	19,115	0	19,115	54,213	-14.3%
3800	Miscellaneous Income	0	4,882	0	4,882	0	0.0%
Total Revenues		\$ 981,201	\$ 27,729	\$ 902,487	\$ 930,215	\$ 1,080,765	10.1%
Expenses							
4000	Manager Per Diem	0	0	0	0	0	0.0%
4010	Manager Expense	0	0	0	0	0	0.0%
4011	Manager Travel	0	0	0	0	0	0.0%
4100	Wages	230,497	78,186	134,460	212,646	240,435	4.3%
4102	Interns	5,127	0	0	0	4,434	-13.5%
4110	Benefits	29,940	11,745	18,193	29,937	35,916	20.0%
4120	PERA Expense	17,287	5,693	9,470	15,163	18,033	4.3%
4125	H.S.A. Contribution	0	0	0	0	0	0.0%
4130	Payroll Taxes	18,025	5,536	9,251	14,787	18,733	3.9%
4140	Payroll Taxes-Unemployment	0	0	0	0	0	0.0%
4200	Office Supplies	1,225	208	1,017	1,225	1,213	-1.0%
4201	Supplies-Field	250	0	250	250	250	0.0%
4203	Computer Software	0	0	0	0	0	0.0%
4205	Meeting Supplies/Expense	0	0	0	0	0	0.0%
4208	Printing	250	55	195	250	250	0.0%
4210	Rent	11,100	5,170	6,204	11,375	12,500	12.6%
4240	Telecommunications	3,750	1,241	2,000	3,241	2,452	-34.6%
4245	Dues	0	0	0	0	0	0.0%
4250	Publications	100	0	100	100	100	0.0%
4265	Training & Education	5,000	142	4,858	5,000	4,500	-10.0%
4270	Insurance & Bonds	4,000	3,504	0	3,015	4,000	0.0%
4280	Postage	550	0	550	550	550	0.0%
4290	Legal Notices-General	250	0	250	250	250	100.0%
4320	Staff Travel	550	60	490	550	550	0.0%
4322	Vehicle Expense	15,000	256	12,500	12,756	12,000	-20.0%
4330	Audit & Accounting	10,500	5,688	4,240	9,928	11,000	4.8%
4335	Professional Services	2,000	600	5,500	6,100	2,000	0.0%
4337	Contracted Services	7,500	1,470	6,030	7,500	10,500	0.0%
4410	Legal Fees-General	1,000	168	0	168	1,000	0.0%
4500	Engineering	2,500	0	2,500	2,500	1,250	-50.0%
4634	Equipment-Computer	0	0	0	0	0	0.0%
4635	Equipment-General	2,500	0	2,500	2,500	1,250	-50.0%
4636	Equipment Lease	1,100	364	736	1,100	1,100	0.0%
4910	Bank Charges	0	0	0	0	0	0.0%
Total Admin Expenses		\$ 370,001	\$ 120,087	\$ 221,294	\$ 340,891	\$ 384,265	3.9%
Projects							
	Water Quality Grant Program 90-01	287,000	26,548	121,561	148,109	281,646	-1.9%
	Surface Water Monitoring Program 90-04	240,000	53,713	186,287	240,000	240,000	0.0%
	Common Carp Management 90-26	200,000	42,308	60,604	102,912	200,000	0.0%
	Curly Leaf Pondweed Management 90-27	50,000	0	12,000	12,000	50,000	0.0%
Total Project Expenses		\$ 777,000	\$ 122,568	\$ 380,452	\$ 503,020	\$ 771,646	-0.7%
Total Expenses - Lake & Stream		\$ 1,147,001	\$ 242,655	\$ 601,745	\$ 843,911	\$ 1,155,911	0.8%

Rice Creek Watershed District
Statement of Revenue and Expenditures - District Facilities - 95

Acct #	Account	2024 Annual Budget	YTD Thru 5/31/24	Projected 6/01-12/31/24	Projected 2024 Total	2025 Proposed Budget	% Difference between 2024 & 2025 Budgets
Revenues							
3100	General Property Tax	476,544	1,407	456,076	457,482	623,620	30.9%
3302	BWSR Grant - WBFIP Rice Creek	0	0	20,000	20,000	0	100.0%
3700	Interest Income	35,391	12,501	600	13,101	30,688	-13.3%
3800	Miscellaneous	0	3,093	3,093	6,185	0	0.0%
Total Revenues		\$ 511,935	\$ 17,000	\$ 479,768	\$ 496,768	\$ 654,307	27.8%
Expenses							
4000	Manager Per Diem	0	0	0	0	0	0.0%
4010	Manager Expense	0	0	0	0	0	0.0%
4011	Manager Travel	0	0	0	0	0	0.0%
4100	Wages	133,258	48,866	83,413	132,279	139,831	4.9%
4102	Interns	5,127	0	5,127	5,127	4,434	0.0%
4110	Benefits	16,607	7,237	9,400	16,637	21,536	29.7%
4120	PERA Expense	9,994	3,550	3,300	6,850	10,487	4.9%
4125	H.S.A. Contribution	0	0	0	0	0	0.0%
4130	Payroll Taxes	10,586	3,757	5,400	9,157	11,036	4.2%
4140	Payroll Taxes-Unemployment	0	0	0	0	0	0.0%
4200	Office Supplies	613	88	350	438	606	-1.0%
4201	Supplies-Field	250	189	50	239	250	0.0%
4203	Computer Software	0	0	0	0	0	0.0%
4205	Meeting Supplies/Expense	250	0	250	250	125	-50.0%
4208	Printing	125	0	125	125	125	0.0%
4210	Rent	5,550	2,585	3,000	5,585	6,250	12.6%
4240	Telecommunications	1,875	620	1,000	1,620	1,226	-34.6%
4245	Dues	0	0	0	0	0	0.0%
4250	Publications	50	0	50	50	50	0.0%
4265	Training & Education	2,500	470	2,030	2,500	2,250	-10.0%
4270	Insurance & Bonds	2,000	1,752	0	1,752	2,000	0.0%
4280	Postage	275	0	275	275	275	0.0%
4290	Legal Notices-General	0	0	0	0	0	0.0%
4320	Staff Travel	275	96	179	275	275	0.0%
4322	Vehicle Expense	15,000	236	14,764	15,000	12,000	-20.0%
4330	Audit & Accounting	5,250	2,844	2,160	5,004	5,500	4.8%
4335	Professional Services	2,000	300	3,900	4,200	2,000	0.0%
4337	Contracted Services	5,000	980	4,020	5,000	7,000	0.0%
4410	Legal Fees-General	1,000	168	350	518	1,000	0.0%
4500	Engineering	1,000	0	1,000	1,000	1,000	0.0%
4634	Equipment-Computer	0	0	0	0	0	0.0%
4635	Equipment-General	2,500	0	2,500	2,500	2,500	0.0%
4636	Equipment Lease	550	182	368	550	550	0.0%
4910	Bank Charges	0	0	0	0	0	0.0%
Total Admin Expenses		\$ 221,635	\$ 73,921	\$ 143,010	\$ 216,932	\$ 232,307	4.8%
Projects							
	Long Lake Sediment Basin Maint 95-01	0	0	0	0	0	0.0%
	Locke Lake Sediment Basin Maint 95-02	0	0	0	0	0	0.0%
	District Facilities Repair 95-03	300,000	0	300,000	300,000	310,000	3.3%
	Inspection, Operation & Maint 95-04	120,000	16,045	25,000	41,045	112,000	-6.7%
Total Project Expenses		\$ 420,000	\$ 16,045	\$ 325,000	\$ 341,045	\$ 422,000	0.5%
Total Expenses - District Facilities		\$ 641,635	\$ 89,966	\$ 468,010	\$ 557,976	\$ 654,307	2.0%

RESOLUTION 2024-06

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

**RESOLUTION TO ADOPT PROPOSED 2025 BUDGET AND
DIRECT CERTIFICATION OF 2025 TAX LEVY**

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

WHEREAS, Minnesota Statutes Sections 103D.911 and 103D.915 require that on or before September 15 of each year, the Rice Creek Watershed District Board of Managers ("Board") adopt a proposed budget for the next year and decide on the total amount necessary to be raised from ad valorem tax levies to meet the District budget, and that the District certify to the auditor of each county within the District the county's share of the tax;

WHEREAS, pursuant to Minnesota Statutes Section 103D.911, the Board held a public hearing, duly noticed, on August 14, 2024, on the proposed 2025 District budget, whereby all interested members of the public were afforded the opportunity to address the Board concerning the proposed budget and levy, and the Board is legally authorized to levy the tax described below;

WHEREAS, the District previously maintained fund 95-01 and Fund 95-02 which are obsolete and the funds potential needs and uses are incorporated into the District's established Fund 99 Program/Project Anticipation Fund;

WHEREAS, the District adopted a fund balance policy and fund transfers are necessary for adherence;

THEREFORE BE IT RESOLVED, that the Rice Creek Watershed District Board of Managers adopts a proposed 2025 general fund and plan implementation budget totaling \$9,410,614;

BE IT FURTHER RESOLVED, that the Rice Creek Watershed District Board of Managers approves a close out transfer sufficient to completely close out fund 95-01 and fund 95-02, estimated to be net \$516,883, subject to audited year-end closing adjustments and further approves fund transfers in adherence to District fund balance policy;

BE IT FINALLY RESOLVED, that a levy of \$6,143,782 be certified to the Counties of Anoka, Ramsey, Hennepin and Washington and levied upon all taxable property in the Rice Creek Watershed District for the year 2025, as authorized by the Metropolitan Surface Water Management Act, Minnesota Statutes Section 103B.241, to pay the cost to prepare the District's watershed management plan and for projects identified in the plan as necessary to implement the purposes of Minnesota Statutes Section 103B.201;

The question was on the adoption of the Resolution and there were 4 yeas and 1 nays as follows:

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

Upon vote, the President declared the Resolution passed.

J. Robertson
Jessica Robertson, Secretary

Dated: September 11, 2024

* * * * *

I, Jessica Robertson, 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 11 day of September, 2024.

J. Robertson
Jessica Robertson, Secretary

ITEMS REQUIRING BOARD ACTION

2. Water Quality Grant Program (Molly Nelson)

MEMORANDUM
Rice Creek Watershed District



Date: December 3rd, 2024
To: RCWD Board of Managers
From: Molly Nelson, Outreach and Grants Technician
Subject: 2025 Water Quality Grant Program Release

Introduction

The RCWD has operated its Water Quality Grant Program since 2008. Every year, the District releases the program with any updates approved by the Board.

Background

The Board will consider the Water Quality Grant Program at its December 11th, 2024, meeting. Staff updates include minor changes to the technical services agreements involving the removal of the Mini Grant language; updated hourly rates and technical services budgets for Anoka Conservation District (ACD), Washington Conservation District (WCD), and Ramsey County Soil and Water Conservation Division (Ramsey SWCD); utilization of the District’s approved 2025 budget; and the increase of the grant cost-share maximum from \$7,500.00 to \$10,000.00. Staff will incorporate any additional recommended changes to the program documents that are a consensus position at the Board Workshop on December 9th, 2024.

Consistent with previous years, the RCWD will enter into technical service agreements with the Anoka Conservation District, Washington Conservation District, and the Ramsey County Parks & Recreation Soil and Water Conservation Division to provide technical assistance to landowners. The allocated 2025 technical services funds in the 90-01 budget were increased in mid-2024 to reflect the increasing hourly rates schedules. The new designated fund amounts for 2025 are listed below:

- Anoka Conservation District (ACD)– \$16,500.00
- Ramsey County Soil and Water Conservation Division (Ramsey SWCD) – \$27,500
- Washington Conservation District (WCD)– \$16,500.00

Staff Recommendation

RCWD’s Citizen Advisory Committee and District staff recommend that the Board of Managers approve the 2025 Water Quality Grant Program and the amended 2025 technical services agreements with the ACD, Ramsey SWCD, and WCD.

Proposed Motions

Manager _____ moves to approve the 2025 Water Quality Grant Program as presented and to authorize staff to promote and implement the 2025 Water Quality Grant Program.

Manager _____ moves to authorize the District Administrator to sign the proposed 2025 technical services agreements with the ACD, Ramsey SWCD, and WCD, in amounts not to exceed \$16,500, \$27,500, and \$16,500 respectively, to provide technical assistance for RCWD’s Programs, with any further non-material changes and on advice of counsel.

Attachments

- 2025 ACD, RSWCD, & WCD Technical Services Agreements

**SERVICE AGREEMENT
BETWEEN
ANOKA CONSERVATION DISTRICT
AND RICE CREEK WATERSHED DISTRICT
FOR
2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM**

A. PARTIES

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

B. PURPOSE

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

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

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2025 to December 31, 2025 unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

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

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the ACD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$16,500.00 during the term of this Agreement.

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

F. PAYMENT

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

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

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

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

H. STANDARDS

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

I. DATA PRIVACY

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

J. AUDITS, REPORTS AND MONITORING PROCEDURES

The ACD will:

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

K. INDEMNITY

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

L. INDEPENDENT CONTRACTOR

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

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

M. MODIFICATIONS

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

N. MERGER

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

O. TERMINATION

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

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

APPROVED:

RICE CREEK WATERSHED DISTRICT

ANOKA CONSERVATION DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

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

2. PROGRAM COORDINATION

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

3. LANDOWNER OUTREACH

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

4. PROJECT DATABASE

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

5. RESPOND TO INQUIRIES FROM THE PUBLIC

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

6. SITE REVIEWS AND PROJECT EVALUATION

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

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

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

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

The ACD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by ACD technical resources and/or by obtaining assistance from an appropriate technical agency, organization or consultant, including the Watershed District. ACD will assist landowners with obtaining qualified contractors to install BMPs.

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

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

9. LONG-TERM MONITORING

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

10. MISCELLANEOUS SERVICES

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

**SERVICE AGREEMENT
BETWEEN
RAMSEY COUNTY PARKS AND RECREATION – SOIL & WATER CONSERVATION DIVISION
AND RICE CREEK WATERSHED DISTRICT
FOR
2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM**

A. PARTIES

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

B. PURPOSE

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

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

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2025 to December 31, 2025 unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

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

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the SWCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$27,500.00 during the term of this Agreement.

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

F. PAYMENT

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

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

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

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

H. STANDARDS

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

I. DATA PRIVACY

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

J. AUDITS, REPORTS AND MONITORING PROCEDURES

The SWCD will:

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

K. INDEMNITY

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

L. INDEPENDENT CONTRACTOR

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

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

M. MODIFICATIONS

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

N. MERGER

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

O. TERMINATION

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

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

APPROVED:

RICE CREEK WATERSHED DISTRICT

By: _____

Its: _____

Date: _____

ACCEPTED BY:

RAMSEY COUNTY- COUNTY MANAGER

By: _____

Its: _____

Date: _____

RAMSEY COUNTY-PARKS AND RECREATION DEPARTMENT

By: _____

Its: _____

Date: _____

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

By: _____

Its: _____

Date: _____

EXHIBIT A

2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

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

2. PROGRAM COORDINATION

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

3. LANDOWNER OUTREACH

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

4. PROJECT DATABASE

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

5. RESPOND TO INQUIRIES FROM THE PUBLIC

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

6. SITE REVIEWS AND PROJECT EVALUATION

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

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

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

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

The SWCD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by SWCD technical resources and/or by obtaining assistance from an appropriate technical agency, organization or consultant, including the Watershed District. SWCD will assist landowners with obtaining qualified contractors to install BMPs.

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

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

9. LONG-TERM MONITORING

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

10. MISCELLANEOUS SERVICES

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

EXHIBIT B

2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

RAMSEY COUNTY BOARD-APPROVED SWCD HOURLY SERVICE FEE SCHEDULE

Position	Rate
Environmental Resource Specialist	\$80/hour

**SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND RICE CREEK WATERSHED DISTRICT
FOR
2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM**

A. PARTIES

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

B. PURPOSE

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

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

NOW, THEREFORE, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2025 to December 31, 2025 unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

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

E. COST

In full consideration for services under this Agreement, the Watershed District will compensate the WCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$16,500.00 during the term of this Agreement.

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

F. PAYMENT

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

G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

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

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

H. STANDARDS

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

I. DATA PRIVACY

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

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The WCD will:

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

K. INDEMNITY

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

L. INDEPENDENT CONTRACTOR

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

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

M. MODIFICATIONS

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

N. MERGER

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

O. TERMINATION

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

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

APPROVED:

RICE CREEK WATERSHED DISTRICT

By: _____
Its: _____
Date: _____

WASHINGTON CONSERVATION DISTRICT

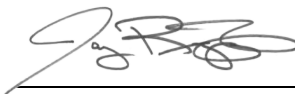
By:  _____
Its: Manager
Date: 11-20-24

EXHIBIT A

2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

TASKS & DELIVERABLES

1. PROJECT OVERSIGHT

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

2. PROGRAM COORDINATION

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

3. LANDOWNER OUTREACH

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

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

5. RESPOND TO INQUIRIES FROM THE PUBLIC

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

6. SITE REVIEWS AND PROJECT EVALUATION

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

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

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

7. BMP DESIGN AND CONTRACTOR ASSISTANCE

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

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

8. CONSTRUCTION MONITORING (SITE INSPECTIONS)

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

9. LONG-TERM MONITORING

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

10. MISCELLANEOUS SERVICES

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

EXHIBIT B

2025 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM

WASHINGTON CONSERVATION DISTRICT BOARD-APPROVED HOURLY SERVICE FEE SCHEDULE

2025 Technical Services Rate Schedule

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

AIS Watercraft Inspectors	\$36
Seasonal	\$48
Technician 1	\$69
Technician 1/2	\$73
Technician 1/2/Specialist 1	\$77
Tech 2/Specialist 1/2	\$82
Specialist 1/2/3	\$87
Specialist 2/3/4	\$92
Specialist 3/4/Engineer	\$97
Administrator/Manager	\$109

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

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

ITEMS REQUIRING BOARD ACTION

3. Blue Thumb Trademark Transfer (Nick Tomczik)

MEMORANDUM
Rice Creek Watershed District



Date: December 5, 2024
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Blue Thumb Trademark Transfer

Introduction

The District by agreement is to transfer the Blue Thumb Trademark to Metro Blooms. The next step is for the District to enter into an agreement with Blue Thumb Distributing, Inc in support of the trademark transfer.

Background

The District administered the Blue Thumb program until June 2015, at which time Metro Blooms assumed program administration pursuant to an agreement between the District and Metro Blooms. The agreement established a framework and criteria by which the District would transfer program aspects including trademark ownership to Metro Blooms. Board action in 2017 authorized the steps necessary to formalize transfer of program and domain name ownership, and assignment of trademark to Metro Blooms. The District filed the initial necessary trademark declaration steps for transfer of the trademark. The trademark registration lapsed prior to Metro Blooms claiming it resulting in the current status; of an unregistered trademark and the trademark not transferred to Metro Blooms. The District and Metro Blooms are cooperating in reregistering the trademark.

A similar trademark for a uniquely different business exists which is to be addressed to facilitate reregistering the trademark. The trademark parties agree that there is unlikely to be any consumer confusion between the two trademarks and so by agreement demonstrate coexistence of the trademarks. The owners of the cited trademark request payment of \$1,000 for its costs associated with the requested consent to registration. The agreement is a near guarantee that the mark will be approved for publication. Once executed the trademark registration will proceed and subsequently transfer to Metro Blooms.

Staff Recommendation

Staff recommends that the Board authorize the Board President to sign the consent agreement and payment of \$1,000.

Proposed Motion

Manager _____ moves to authorize the Board President, on advice of counsel, to execute Consent Agreement between Rice Creek Watershed District and Blue Thumb Distributing, Inc. recognizing no interference of its similar trademarks and \$1,000 payment.

Attachment

Rice Creek Watershed District Blue Thumb Distributing, Inc. Consent Agreement

CONSENT AGREEMENT

This Consent Agreement (“Agreement”) is entered into by and between Rice Creek Watershed District, with an address at 4325 Pheasant Ridge Drive Northeast, Suite 611, Blaine, Minnesota 55449 (“RCWD”), and Blue Thumb Distributing, Inc., with an address at 2650 Schust Road, Saginaw, Michigan 48603 (“BTD”), with an Effective Date of the date last signed below.

WHEREAS, RCWD is the owner of U.S. Application No. 98/396,242 for the mark BLUE THUMB - PLANTING FOR CLEAN WATER for use in connection with “providing a website featuring information about design, installation and care service for native gardens, raingardens and shoreline stabilization projects to landowners” in Class 44 (hereinafter referred to as the “RCWD Mark”);

WHEREAS, BTD is the owner of U.S. Registration Nos. 6,757,342 and 6,321,436 for the marks BLUE THUMB and BLUE THUMB (& Design) for use in connection with “chemicals for use in water treatment” in Class 1, “water pumps for ponds, waterfalls and fountains” in Class 7, and “decorative water fountains; LED landscape lights; LED underwater lights; Ornamental fountains; water filters” in Class 11 (hereinafter referred to as the “BTD Marks”);

WHEREAS, RCWD’s U.S. Application No. 98/396,242 for the RCWD Mark was refused registration by the United States Patent & Trademark Office in view of the BTD Marks under U.S. Registration Nos. 6,757,342 and 6,321,436.

WHEREAS, the parties wish to settle this matter outside of the administrative procedures of the United States Patent and Trademark Office and the litigation procedures of the United States courts;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. BTD consents to the use and registration of the RCWD Mark as set forth in U.S. Application No. 98/396,242.
2. The parties agree that there is unlikely to be any consumer confusion between the RCWD Mark and the BTD Marks.
3. The parties agree that their goods and services are sold to different consumers through different channels of trade.
4. Each party agrees that their consumers are knowledgeable and sophisticated enough to be able to distinguish between the parties’ respective marks.
5. Each party agrees that the differences between their respective marks are significant enough to eliminate any likelihood of consumer confusion.

6. Each party agrees not to represent that the parties are related or that their goods or services originate from the same source.

7. The parties do not anticipate that any confusion or mistakes will arise from their simultaneous use of their respective marks. However, in the event that any confusion does arise, or appears likely, the parties agree to cooperate to take steps to abate the confusion, and to prevent confusion from recurring.

8. Both of the parties agree not to object to or otherwise challenge or interfere with the other party's trademark use or registration for their respective goods and services, provided that each party is in compliance with their obligations under this Agreement.

9. If either party abandons its rights in its respective mark, the other party shall no longer be bound by the restrictions in Section 8 of this Agreement.

10. The territory in which the terms and conditions of this Agreement shall apply is the United States.

11. This Agreement shall be binding upon, and inure to the benefit of the parties, their successors and assigns.

12. This Agreement is the product of negotiation between both Parties and shall be deemed as prepared jointly by the Parties. It shall be construed without regard to the Party or Parties responsible for the preparation of it or any part of it. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party.

13. This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of Michigan, without giving effect to the conflict of law principles of the State of Michigan. The parties agree and consent to the exclusive personal and subject matter jurisdiction of the state courts located in Kent County, Michigan and the United States District Court for the Western District of Michigan concerning any dispute that may arise under this Agreement.

14. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous agreements, discussions or representations, oral or written, with respect to the matters addressed by this Agreement. This Agreement and its terms may not be modified, amended or waived other than by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

WHEREFORE the parties have caused this Agreement to be duly executed and become effective on the last date of execution indicated below.

RICE CREEK WATERSHED DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

BLUE THUMB DISTRIBUTING, INC.

By: _____

Name: _____

Title: _____

Date: _____

ITEMS REQUIRING BOARD ACTION

4. Ramsey County SWCD Agreement for Inspection Services
(Patrick Hughes)



MEMORANDUM Rice Creek Watershed District

Date: November 27th, 2024
To: RCWD Board of Managers
From: Patrick Hughes, Regulatory Manager
Subject: Ramsey County SWCD Agreement for 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, 2024 and requires an amendment to be extended through 2026.

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 and has an expiration date of December 31, 2024.

RCWD continues to have a large volume of permits and receives great value from the partnership with Ramsey County SWCD for inspection services. Continuing the agreement through 2026 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 year. The District budgeted funds for inspection contracts in 2025.

To continue the inspection services agreement, an amendment is required to extend the term. The amendment extends the agreement term until December 31, 2026, adjusts the hourly rate for services, and identifies that the agreement is not to exceed 800 hours of services in both 2025 and 2026. All other terms of the agreement remain the same.

Staff Recommendation

Staff recommend that the Board of Managers approve the amendment to the Ramsey County SWCD Inspection Services Agreement through December 31, 2026.

Proposed Motion

Manager _____ authorizes the Administrator to amend the Ramsey County Parks and Recreation – Soil and Water Conservation Division Inspection Services Agreement for a term extension through December 31, 2026, seconded by Manager _____.

Attachments

- First Amendment to the RCWD-Ramsey County Parks and Recreation – Soil and Water Conservation Division Service Agreement for Inspection Services
- RCWD-Ramsey County Parks and Recreation – Soil and Water Conservation District Service Agreement for Inspection Services

**FIRST AMENDMENT to
SERVICE AGREEMENT for INSPECTION SERVICES**

**RICE CREEK WATERSHED DISTRICT and RAMSEY COUNTY PARKS AND RECREATION – SOIL AND WATER
CONSERVATION DIVISION**

The Rice Creek Watershed District (RCWD) and the Ramsey County Parks and Recreation – Soil & Water Conservation Division (SWCD) entered into a Service Agreement for Inspection Services (“Agreement”) on January 26, 2021. The RCWD and SWCD wish to extend the agreement, and therefore enter into this Amendment.

The Agreement hereby is amended as follows:

1. In Section 3, the Agreement term is extended from December 31, 2024 to December 31, 2026.
2. In Section 4.a, the hourly rate for services provided is revised to \$50/hour for temporary staff and \$80/hour for permanent staff, regardless of other MS4 inspection service agreements in place.
3. In Section 4.a, SWCD will provide up to 800 hours of services per year in 2025 and 2026.
4. Section 4.b is removed.
5. All other terms of the Agreement remain in full force and effect.

Wherefore, this Amendment is effective on the last date written below.

Rice Creek Watershed District

By: _____ Date:
Nick Tomczik, RCWD Administrator

Ramsey County Parks and Recreation – Soil & Water Conservation Division

By: _____ Date:
Ann White Eagle, Director of Operations – Soil & Water Conservation Division

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 quarterly 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
- A smart-phone for access to permit and inspection databases and recording format

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, 2021, to December 31, 2024.

4. **Cost/Payment**

- a. The RCWD will pay the SWCD \$50.00 per hour for services provided pursuant to this Agreement for services provided in those Cities where the SWCD currently also has a MS 4 inspection service agreement in place. The RCWD will pay the SWCD \$55.00 per hour for services provided pursuant to this Agreement for services provided in all other areas within the RCWD. In coordination with RCWD direction, the SWCD shall provide up to 800 hours of services per year in 2021, 2022, 2023, and 2024. 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. Within cities with which SWCD has an MS4 inspection agreement in place, SWCD will bill RCWD for one-half of actual on-site inspection and associated travel time. SWCD will bill for actual time spent for all other services under this Agreement.
- c. 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.
- d. Invoices will be submitted at the end of each calendar quarter accompanied by the reports required by section 1(12), above, for the months within that quarter.
- e. 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:
Ann WhiteEagle
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]

RICE CREEK WATERSHED DISTRICT

APPROVED FOR FORM AND EXECUTION-
RICE CREEK WATERSHED DISTRICT-COUNSEL

See Email
Counsel, RCWD

By: [Signature]
Its: Administrator
Date: 1/13/2021

RAMSEY COUNTY-
COUNTYMANAGER

By: [Signature]
Its: County Manager CFO
Date: 1-26-2021

RAMSEY COUNTY-PARKS AND
RECREATION DIRECTOR

By: [Signature]
Its: Parks and Recreation Director
Date: 01.22.2021

APPROVED AS TO FORM: RAMSEY
COUNTY ATTORNEY'S OFFICE

By: [Signature]
Its: Assistant County Attorney
Date: 1/25/2021

Nicholas Tomczik

From: Chuck Holtman <Holtman@smithpartners.com>
Sent: Wednesday, January 13, 2021 12:27 PM
To: Terrence Chastan-Davis
Cc: Nicholas Tomczik
Subject: RE: Inspection Service Agreement Form and Execution Approval

Terrence:

Based on your representation that the board approved the recommended motion, this is my approval of the agreement for form & execution, and my instruction to Nick that he may sign.

Chuck

Charles B. Holtman

smith

partners

PLLP

400 Second Avenue South

Suite 1200

Minneapolis, MN 55401

(612) 278-1405 Office

www.smithpartners.com

From: Terrence Chastan-Davis <tchastandavis@ricecreek.org>
Sent: Wednesday, January 13, 2021 11:34 AM
To: Chuck Holtman <Holtman@smithpartners.com>
Cc: Nicholas Tomczik <ntomczik@ricecreek.org>
Subject: Inspection Service Agreement Form and Execution Approval

Good Morning Chuck,

Today the RCWD Board motioned to authorize the District Administrator to sign the attached inspection service agreement. The recent edits to the agreement include the following:

- County inserting the correct position description under scope of services section 8
- County Attorney inserting additional clarification (provided by RCWD) for special considerations under RCWD Roles and Responsibilities

We are looking for your approval for form and execution regarding the attached service agreement for inspection services with the Ramsey County Parks and Recreation-Soil & Water Conservation Division.

Please let us know if there are any questions or concerns.

Thanks!

Terrence

Terrence Chastan-Davis

District Technician/Inspector
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE #611
Blaine, MN 55449-4539
Direct: (763) 398-3074
Main: (763) 398-3070
www.ricecreek.org



Please consider following the RCWD on Facebook.

Due to the ongoing COVID-19 pandemic and Emergency Executive Order 20-20 directing all Minnesotans to Stay home, the Rice Creek Watershed District offices will remain closed to the public and non-essential personnel. All RCWD employees will be working remotely during this time and will remain available by phone and email. Individuals are asked not to come to the RCWD offices.

ITEMS REQUIRING BOARD ACTION

5. Redpath and Company's 2024 Audit Engagement Letter (Nick Tomczik)



MEMORANDUM
Rice Creek Watershed District

Date: November 19, 2024
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Redpath and Company's 2024 Audit Engagement Letter

Introduction

Watershed districts must annually complete a financial report and audit pursuant to M.S. 103B and 103D.

Background

On November 15, 2024, the District received a 2024 audit engagement letter from Redpath and Company. This audit engagement letter defines the agreement with respect to the terms and objectives of Redpath's engagement and the nature and limitations of the services Redpath and Company will provide to the District for year ended December 31, 2024.

This year Redpath's fee for services will be \$31,250, unless additional work is requested or required, out of-pocket costs, such as confirmation and courier fees, will be billed in addition to the fees stated.

Staff Recommendation

Staff recommends approving Redpath and Company's 2024 audit engagement letter.

Proposed Motion

Manager _____ moves to accept and authorize the Board President and Administrator to sign Redpath and Company's 2024 audit engagement letter.

Attachment

Redpath and Company's 2024 Audit Engagement Letter



November 14, 2024

To the Board of Managers and Nick Tomczik, Administrator

Rice Creek Watershed District
4325 Pheasant edge Drive
Suite 611
Blaine, Mn 55449

This letter agreement defines the terms and objectives of our engagement and the nature and limitations of the services Redpath and Company, LLC will provide to Rice Creek Watershed District for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Rice Creek Watershed District as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Rice Creek Watershed District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Rice Creek Watershed District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Budgetary Comparison Schedules presented as RSI
- Schedules of Proportionate Share of Net Pension Liability
- Schedules of Pension Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Rice Creek Watershed District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Individual Fund Financial Statements
- Supplementary Financial Information (Budget to Actual exhibits)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory Section
- Other Information (Tax Levy and Revenue by County)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

We will also issue a report on compliance based on the *Minnesota Legal Compliance Audit Guide for Other Political Subdivisions*, promulgated by the State Auditor pursuant to Minnesota Statute 6.65.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the minimum procedures for auditors as prescribed by Minnesota Statute 6.65, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

Audit Procedures – Internal Control

We will obtain an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Rice Creek Watershed District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

The *Minnesota Legal Compliance Audit Guide for Other Political Subdivisions* requires that we test whether the entity has complied with certain provisions of Minnesota statutes. Our audit will include such tests of the accounting records and other procedures as we consider necessary in the circumstances.

Other Services

We will also assist with the following other services based on information provided by you:

- Preparation of the financial statements and related notes in conformity with accounting principles generally accepted in the United States of America
- Preparation of pension related workpapers and journal entries

We will perform the services in accordance with applicable professional standards. The other services are limited to the services defined above. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation, the other services listed above, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial

doubt about the entity's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Rice Creek Watershed District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Redpath and Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies, regulators, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Unless additional work is requested or required, our fee for these services will be \$31,250. Out-of-pocket costs, such as confirmation and courier fees, will be billed in addition to the fees stated above. We bill our fees monthly as work progresses and expect payment within thirty (30) days. Each invoice includes a detailed description of the services provided. Amounts over thirty (30) days will be considered delinquent. We reserve the right to assess a 1.5% per month service charge on any balance older than thirty (30) days. In the event it becomes necessary to refer this account to an attorney for collection (whether or not suit is commenced), you will be responsible for payment of all reasonable costs of such collections, including reasonable attorney fees. Our policy is to suspend work if your account becomes overdue by sixty (60) days or more, and work will not be resumed until your account is paid in full. Should we elect to discontinue services, you will be responsible for all time and expenses incurred through the date of termination regardless of whether we have issued a report or other final product.

The above fees are based on the anticipated scope of services, anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. The following circumstances may result in a change in scope of services and an increase in fees:

- Significant audit adjustments, internal control deficiencies or compliance findings
- New accounting standards
- Failure to complete the preparation work by the applicable due dates
- Inaccurate records
- Turnover in your staff
- Significant unanticipated or undisclosed transactions, issues, or other such unforeseeable circumstances
- Delays causing scheduling changes or disruption of previously scheduled timing of work
- Circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit
- Fraud or misuse of public funds

Our fees do not include bookkeeping or accounting assistance, preparation of audit workpapers, reconciliations or similar assistance (unless otherwise noted in the sections above). Our fees for such services will be dependent on the level of effort required.

Services requested by you that are not included in this engagement letter will be billed dependent on the level of effort required and will be subject to all the terms of this letter.

Our fees and rates are adjusted annually for general economic factors.

If we are requested or required to provide documents or testimony to support litigation proceedings as a professional service on your behalf (that is, litigation in which we are not a party as a result of our engagement), you will be billed for our time at the current standard rates and all out-of-pocket expenditures, including copying costs and legal fees.

Record Keeping Responsibilities

The AICPA Code of Professional Conduct requires Redpath and Company, LLC to maintain our independence with regards to certain attestation services provided to Rice Creek Watershed District. These rules require Rice Creek Watershed District to take responsibility for all nonattest services. Redpath and Company, LLC cannot serve as custodian for your data in such a way that your data is incomplete and accessible only through Redpath and Company, LLC or the Redpath portal. As such, any financial report, reconciliation, document, and calculation (depreciation schedules, journal entries, etc.) that we prepare or update on your behalf will be sent to you at the completion of each attest or nonattest service. You are responsible for downloading and maintaining these records as well as all supporting documents generated in the normal course of business until the retention period expires.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Confidentiality

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Privacy

We have established policies and procedures obligating our employees and/or contractors with access to personal information to ensure that any non-public, personal information is protected as confidential and in conformance with security practices designed to keep it secure at all times. We maintain appropriate physical, technological and administrative controls to comply with industry standards and applicable law in safeguarding your personal information from loss, misuse, alteration or destruction (unless the destruction is according to our records retention schedule). We do not sell personal information to third parties. We do not disclose non-public information except as necessary to provide our services (see Confidentiality above) and as required by law. We do not disclose non-public, personal information we receive to our affiliates unless authorized by you, or necessary to provide our services or in the event of an assignment.

Governing Law; Dispute Resolution

This letter agreement and our services are governed by the laws of the State of Minnesota and applicable federal laws of the United States of America.

In the event of any dispute arising out of or in connection with this letter agreement, including any question regarding its existence, validity, termination, or breach hereof, our services, or fees for our engagement (a "Dispute"), Rice Creek Watershed District and our firm mutually agree to try in good faith to resolve the Dispute through: (i) good faith discussions; and (ii) if not resolved under (i) then, upon the written request of either party, such Dispute may be resolved through mediation by selecting a third-party to help reach an agreement, in accordance with the following paragraph (Mediation). If we are unable to resolve the fee dispute through mediation, then, with

the consent of both parties, such disputes may be settled by binding arbitration. We both acknowledge that should a dispute over fees arise that cannot be resolved through mediation, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. Instead, we are accepting the use of arbitration for resolution.

We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. While we do not expect there to be any problems whatsoever with our relationship, misunderstandings can occur. Therefore, we agree that any Dispute arising under this letter agreement (including the scope, nature and quality of services to be performed by us, our fees or other terms of the engagement) shall be submitted to mediation. A competent and impartial third-party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this letter agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Non-Solicitation of Employees

In recognition of the importance of our employees, it is hereby agreed that Rice Creek Watershed District will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Redpath and Company, LLC for a period of twelve months following the date of the conclusion of this engagement. If Rice Creek Watershed District violates this non-solicitation clause, Rice Creek Watershed District agrees to pay Redpath and Company, LLC a fee, as liquidated damages and not as a penalty, equal to 25% of the hired person's last annual salary at Redpath and Company, LLC at the time of violation so as to reimburse Redpath and Company, LLC for the costs of hiring and training a replacement.

Reporting

We will issue a written report upon completion of our audit of Rice Creek Watershed District's financial statements which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our reports will be addressed to the Honorable Managers of Rice Creek Watershed District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

This letter agreement supersedes all prior communications, understandings, and agreements, whether oral or written, in connection with this engagement. Amendments to this engagement must be confirmed by both parties. If you have any questions relating to the terms of this letter agreement, please call me and I will be happy to review them with you.

Thank you for the opportunity to be of service. If you agree with the terms of this engagement, please sign this letter and return it to us via email.

Sincerely,

REDPATH AND COMPANY, LLC



Rebecca M. Petersen, CPA

RMP/tgs

Response

This letter correctly sets forth the understanding of Rice Creek Watershed District.

Signature

Signature

Title

Title

Date

Date

Nonaudit Services

The individual(s) assigned to oversee the nonaudit services is Theresa Stasica, Office Manager, unless indicated below:

_____ (name and title)

ITEMS REQUIRING BOARD ACTION

6. RCWD 2025 Board Calendar (Nick Tomczik)

RICE CREEK WATERSHED DISTRICT – 2025 BOARD OF MANAGERS CALENDAR approved XX/XX/XXXX

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
<p>1/1: New Year's Holiday- Office Closed</p> <p>1/1 NO CAC Mtg</p> <p>6: Board Workshop (9 a.m. RCWD office)</p> <p>8: Regular Bd. Mtg. (9:00 am Mounds View CC)</p> <p>9:Per Diem & Mileage Claim Forms Due</p> <p>20: MLK Day-Office Closed</p> <p>22: Regular Bd. Mtg. (9:00 am Mounds View CC)</p>	<p>5: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Waller</p> <p>10: Board Workshop (9 a.m. RCWD office)</p> <p>12: Regular Bd.Mtg. (9:00 am Mounds View CC)</p> <p>13:Per Diem & Mileage Claim Forms Due</p> <p>17: President's Day- Office Closed</p> <p>19: MW Legislative Event, Capitol Ridge Hotel in St. Paul</p> <p>26: Regular Bd.Mtg. (9:00 am Mounds View CC)</p>	<p>5: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Robertson</p> <p>10: Board Workshop (9 a.m. RCWD office)</p> <p>12: Regular Bd.Mtg. (9:00 am Mounds View CC)</p> <p>13:Per Diem & Mileage Claim Forms Due</p> <p>26: Regular Bd. Mtg. (9:00 am Mounds View CC)</p>	<p>2: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Wagamon</p> <p>7: Board Workshop (9 a.m. RCWD office)</p> <p>9: Regular Bd.Mtg. (9:00 am Mounds View CC)</p> <p>10:Per Diem & Mileage Claim Forms Due</p> <p>23: Regular Bd.Mtg. (9:00 am Mounds View CC)</p>	<p>7: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Bradley</p> <p>12: Board Workshop (9 a.m. RCWD office)</p> <p>14: Regular Bd.Mtg. (9:00 am Mounds View CC)</p> <p>15:Per Diem & Mileage Claim Forms Due</p> <p>28: Regular Bd. Mtg. (9:00 am Mounds View CC)</p> <p>26: Memorial Day -Office Closed</p>	<p>4: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Weinandt</p> <p>9: Board Workshop (9 a.m. RCWD office)</p> <p>11: Regular Bd.Mtg. (9:00 am Mounds View CC)</p> <p>12:Per Diem & Mileage Claim Forms Due</p> <p>19: Juneteenth -Office Closed</p> <p>24-26: MW Summer Tour, Roseau River WD</p> <p>25: Regular Bd.Mtg. (9:00 am Mounds View CC)</p>
JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<p>2: NO CAC Mtg</p> <p>4 Independence Day- Office Closed</p> <p>7: Board Workshop (9 a.m. RCWD office)</p> <p>9: Regular Bd.Mtg. (9:00 am Mounds View CC)</p> <p>10:Per Diem & Mileage Claim Forms Due</p> <p>23:Regular Bd.Mtg. (9:00 am Mounds View CC)</p>	<p>6: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Waller</p> <p>11: Board Workshop (9 a.m. RCWD office)</p> <p>13: Regular Bd.Mtg & Proposed Budget Hrg & announce Dec. Truth & Taxation public meeting (9:00 am Mounds View CC)</p> <p>14:Per Diem & Mileage Claim Forms Due</p> <p>27: Regular Bd.Mtg. (9:00 am Mounds View CC)</p>	<p>1: Labor Day - Office Closed</p> <p>3: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Robertson</p> <p>8: Board Workshop (9 a.m. RCWD office)</p> <p>10: Regular Bd.Mtg (9:00 am Mounds View CC)</p> <p>11:Per Diem & Mileage Claim Forms Due</p> <p>24: Regular Bd.Mtg. (9:00 am Mounds View CC)</p>	<p>1: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Wagamon</p> <p>6: Board Workshop (9 a.m. RCWD office)</p> <p>8: Regular Bd.Mtg. (9:00 am Mounds View CC)</p> <p>9:Per Diem & Mileage Claim Forms Due</p> <p>22: Regular Bd.Mtg. (9:00 am Mounds View CC)</p>	<p>5: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Bradley</p> <p>10: Board Workshop (9 a.m. RCWD office)</p> <p>11: Veteran's Day-Office Closed</p> <p>12: Regular Bd.Mtg. (9:00 am Mounds View CC*)</p> <p>13:Per Diem & Mileage Claim Forms Due</p> <p>26: NO Regular Bd.Mtg</p> <p>27 & 28 Thanksgiving Holiday- Office Closed</p>	<p>TBA MW Annual Mtg</p> <p>3: CAC Mtg (5:30 pm RCWD office) Liaison: Mgr Weinandt</p> <p>8: Board Workshop (9 a.m. RCWD office)</p> <p>10:Regular Brd.Mtg.&Truth & Taxation public mtg (6:30 pm Mounds View CC)</p> <p>11:Per Diem & Mileage Claim Forms Due</p> <p>24 & 25: Christmas Holiday- Office Closed</p> <p>24: NO Regular Bd.Mtg.</p> <p>1/1: New Year's Holiday- Office Closed</p>

The RCWD established the option for the public to participate in its meetings either in person or 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

7. December 25, 2024 Check register – Resolution Authorizing Treasurer Approval (Nick Tomczik)

RESOLUTION 2024-16

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

AUTHORIZATION FOR PAYMENT OF DECEMBER 2024 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, December 25, 2024,
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 December 25, 2024 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:

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

Upon vote, the President declared the Resolution _____.

Jessica Robertson, Secretary

Dated: December 11, 2024

* * * * *

I, Jessica Robertson, 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 11th day of December, 2024.

Jessica Robertson, Secretary

ITEMS REQUIRING BOARD ACTION

8. Check Register Dated December 11, 2024, in the Amount of \$171,849.13 Prepared by Redpath and Company

Rice Creek Watershed District
Check Register
November 28, 2024 - December 11, 2024
To Be Approved at the December 11, 2024 Board Meeting

Check #	Date	Payee	Description	Amount
25950	12/11/24	Anoka Conservation District	Contracted Services	\$5,700.00
25951	12/11/24	Barr Engineering	Engineering Expense	1,148.50
25952	12/11/24	Comcast	Telecommunications	319.89
25953	12/11/24	Friends of the Mississippi River	Mini Grant-Construction	500.00
25954	12/11/24	Nicole Ilic	Mini Grant-Construction	462.76
25955	12/11/24	Instrumental Research, Inc.	Lab Expense	2,998.00
25956	12/11/24	Bernadette Lamb	Mini Grant-Construction	301.34
25957	12/11/24	League of MN Cities Ins. Trust P&C	Insurance and Bonds	26,201.00 2025
25958	12/11/24	Minnesota Watersheds	Dues	12,500.00 2025
25959	12/11/24	Ramsey County	Contracted Services	27,542.23
25960	12/11/24	Rinke Noonan	Legal Expense	2,532.60
25961	12/11/24	Rymark	Professional Services	3,025.41
25962	12/11/24	Timesaver Off Site Secretarial, Inc.	Professional Services	241.50
25963	12/11/24	TV3, Leighton Media-Detroit Lakes	Contracted Services	1,000.00
25964	12/11/24	Washington Conservation District	Contracted Services	4,525.25
11429	12/11/24	Centerpoint Energy	Surety Release - #23-047	1,000.00
11430	12/11/24	CMP Engineered Solutions	Surety Release - #24-034	1,000.00
11431	12/11/24	Jeff Joyer	Surety Release - #21-094	5,400.00
11432	12/11/24	Lino Lakes 72, LLC	Surety Release - #21-127	7,700.00
11433	12/11/24	Precision Tune Automotive Center	Surety Release - #21-112	1,900.00
Payroll	12/15/24	Dec 15th Payroll (estimate)	Dec 15th Payroll (estimate)	37,733.58
EFT	11/14/24	Card Services-Elan	October/November Credit Card	(78.97)
EFT	12/11/24	Card Services-Elan	November/December Credit Card	3,055.80
EFT	12/11/24	Wex Bank	Vehicle Fuel	544.83
EFT	12/11/24	Xcel Energy	Telecommunications	16.56
EFT	12/11/24	Xcel Energy	Telecommunications	13.73
EFT	12/10/24	US Bank Equipment Finance	Equipment Lease	669.32
EFT	12/15/24	Internal Revenue Service	12/15 Federal Withholding (estimate)	12,161.53
EFT	12/15/24	Minnesota Revenue	12/15 State Withholding (estimate)	2,239.00
EFT	12/15/24	Empower Retirement	12/15 Deferred Compensation	895.00
EFT	12/15/24	Empower Retirement	12/15 Roth IRA	305.00
EFT	12/15/24	Further	12/15 HSA	621.47
EFT	12/15/24	PERA	12/15 PERA (estimate)	7,673.80
Total				<u><u>\$171,849.13</u></u>

ITEMS FOR DISCUSSION AND INFORMATION

1. Staff Reports

MEMORANDUM

Rice Creek Watershed District



Date: December 2nd, 2024
To: RCWD Board of Managers
From: Sara Belden, Project Technician
Subject: Staff Report 10/15/2024 – 12/02/2024

- Attended the Water Resources Conference. Attended a plethora of engaging talks from metro watersheds and engineering partners.
- Virtually attended a Stormwater Seminar Series talk hosted by St. Anthony Falls Laboratory.
- Reviewed and organized files detailing district facility projects into Laserfiche to ensure District access to historic files and gain familiarity with past and present projects.
- SMART Goals set for 2025. Met with David to finalize next year's goals and discussed how to maximize them for growth within my position.
- Assisted David with grant application materials for an MPCA Stormwater Reuse Grant opportunity.
- Visited permit sites with new District Inspector, Sarah S., to assist as she adjusts to her new role.
 - Visited sites with her to answer questions as she led the inspections.
 - Walked through my process for writing inspection reports.
 - Passed all Blaine permits to Sarah. Fielded her questions and connected her with permit applicants.
- Attended Quarterly Inspections Team Meeting.
- Integrating more Project Technician tasks into my workload. Met with David and Will to discuss updates relevant to project planning and grant opportunities.

MEMORANDUM

Rice Creek Watershed District



Date: November 26, 2024
To: RCWD Board of Managers
From: Ali Chalberg, Watershed Technician & Inspector
Subject: Staff Report 10/14/2024 – 11/26/2024

Highlights from Preceding Month

Inspections

- ❖ Review and work with HEI to approve as-built surveys
- ❖ Closeout Inspections
- ❖ Historic Permits Discussions
- ❖ Fridley Permits Transfer to Sarah

Lakes/Streams

- ❖ Stream Equipment Removal
- ❖ Equipment Maintenance
- ❖ Analyze Summer Data

GIS

- ❖ ESRI Licensing meeting with ESRI
- ❖ Inspectors switching to mobile app
- ❖ Getting licenses for new staff
- ❖ Meeting with HEI (updates GIS)

Meetings

- ❖ Minnesota Water Resources Conference
- ❖ Inspection team meetings
- ❖ Staff meetings

Other

- ❖ MN Outdoor Trivia at Rusty Bumblee Bee (Outreach)
- ❖ Hayes Elementary Stream Field Day (Outreach)

MEMORANDUM
Rice Creek Watershed District



Date: December 2nd, 2024
To: RCWD Board of Managers
From: Anna Grace, Regulatory Technician
Subject: Staff Report 10/14/24 – 11/26/24

- Created new permit files for online database and Laserfiche.
- Created new review files for online database and Laserfiche.
- Reviewed new permit applications and Initial Completeness Review Checklists were completed.
- Sent incomplete notice emails and continued working with applicants in tandem with RCWD staff and HEI consultants to receive all the required application materials.
- Continued coordinating with RCWD staff and inspectors with violations.
- Sent three permit applications to HEI for review.
- Sent one violation permit application to RCWD for review.
- Reviewed one permit application for a single-family home build.
- Received 19 new review file inquiries for permit/past file/landowner/consultant/violation/City.
- Completed Administrative/Board Notices, CAPROC Notices, CAPROC Review, Permit Review, and Permit Issuance.
- Phone and email correspondence.
- Attended 25 scheduled meetings:
 - Scheduled and attended a virtual pre-application/violation meeting with the project’s consultants, HEI, and RCWD to discuss permit submittal and site history (violations).
 - Completed my Regulatory Q-3 review with Patrick Hughes.
 - Attended the University of Minnesota CCAPS annual Water Resources Conference.
 - Attended two TEP onsite wetland delineation reviews.
 - Attended one TEP onsite violation review.
 - Attended the virtual MN Stormwater Series webinar, “Watershed-scale effectiveness of green stormwater infrastructure.”
 - Attended the virtual MGLP Lake Conservation webinar series, “Basics of Shoreline Erosion Control: New Documents to help in design and management.”

MEMORANDUM
Rice Creek Watershed District

Date: December 2nd, 2024
To: RCWD Board of Managers
From: Patrick Hughes, Regulatory Manager
Subject: Staff Report for 10/15/24 to 12/02/24

Summary

- Created new permit and review files for MS4Front
- Sent notice of sequencing application – 24-076
- Sent notice of replacement plan amendment – 21-136
- Sent notice WCA determination notice for LGRWRP – 24-061
- Sent notice of sequencing decision – 24-040
- Sent notice of replacement plan decision – 24-038
- Sent notice of administrative action to Board – 24-070
- Assisted in the drafting of engineer’s reports – 21-136, 24-061, 24-071
- Attended the 10/23/2024, 11/04/2024, and 11/13/2024 Board Meetings
- Assisted in the transition of inspection territory from project technician to watershed inspector
- Discussed approach for communicating and tracking permitted BMP maintenance
- Attended pre-application meeting for 5281 217th Street N
- Attended two regular RCWD leadership meetings
- Held Q3 SMART goal check-in meeting with Anna Grace
- Attended stormwater management grant discussion for Centerville re-use project
- Met with City of Lino Lakes regarding upcoming AUAR
- Met with City of Columbus and City of Lino Lakes partnership meeting on public drainage
- Met with potential developer of 10601 Naples Street NE
- Attended 11/6/2024 Washington County Consortium
- Discussed stormwater compliance steps for permit #17-007
- Attended regular PMT meetings for CR 19 (Potomac Street), CR 53 (Sunset Ave), CSAH 32
- Attended first and second Fall 2024 Improving Restorations Webinars
- Finalized draft rule and response to comments for Board of Managers consideration
- Presented at Fall 2024 RCWD City-County Partner Meeting
- Assisted in distribution of revised rule to our public partners and RCWD website
- Attended The Shores of Oneka LOMR meeting regarding RCWD/HEI model
- Investigated potential wetland violation at 8236 Arthur Street
- Discussed open permit (“historic permit”) administration with inspection staff
- Attended Brown’s Creek WD Regulatory Program Partner Meeting
- Attended Anoka TEP meeting – Nature’s Refuge North, ACD 53-62, Metro Shooting
- Attended BWSR’s WCA Rulemaking LGU Listening Session
- Coordinated with Ramsey County SWCD regarding extending inspection services agreement
- Completed various IT training tasks

MEMORANDUM

Rice Creek Watershed District



Date: December 2nd, 2024
To: RCWD Board of Managers
From: Emmet Hurley, Program Support Technician
Subject: Staff Report 10/16/2024 – 12/2/2024

- Assembled and distributed Agenda Packets for RCWD Board Workshops/Meetings and CAC meetings
 - Updated RCWD website through WordPress to reflect upcoming Board Meetings/Workshops
 - Notified RCWD mailing list through MailChimp; notified Managers Weinandt and Robertson of Packet availability at RCWD office
- Monitored the District’s cybersecurity awareness and training program, along with simulated phishing attempts
 - Created a PowerPoint presentation for the December 9th, 2024 Board of Managers Workshop, providing an overview of the District’s cybersecurity efforts and related awareness & training course
- Distributed the 2024 RCWD Rule Revision
 - Mailed USB drives to various City/Townships.
 - Sent rule revision, request for comments, and related resolution to the Board of Managers via email (Bcc); mailed USB drive to Manager Waller
 - Added the rule revision, request for comments, and related resolution to the District website.
- Updated 2025 Timesheets to include columns for Bereavement and Jury Duty, as well as automatic population of “floating holiday” after 6-months of employment.
- Administered Zoom Meeting for Board Workshops and Regular Meetings
 - Edited Zoom recording and posted on the RCWD YouTube channel; sent Zoom recording to local cable channels
- Engaged in discussions with Northern Lights Technology, an IT firm that provides vending and support for Laserfiche. Discussed the District’s requirements, timeline, and price-point.
 - Discussions were informational only; no commitment has been made
 - Compared Northern Light’s offerings to Hemingway Solutions (Current Laserfiche vendor)
- Attended various meetings
 - Monthly staff meetings
 - Meetings with various IT contractors/vendors (Rymark, DocuSign, Leymar, etc.)
 - Virtually attended Board Workshop, Board Meeting, etc.
 - 6-month review with Nick Tomczik
 - Discussed SMART goals; wrote memorandum describing SMART goals in detail to create direction for my work at the District
- Troubleshooting various IT issues

MEMORANDUM
Rice Creek Watershed District



Date: December 2, 2024
To: RCWD Board of Managers
From: Erik Larson, Watershed Inspector
Subject: Staff Report 10/15/2024 – 12/2/2024

- Completed routine inspections for 38 active/open permits, along with drive-by inspections to observe site conditions without sending reports.
- Completed closure of 5 permits, worth a total of \$15,000.00 worth of surety payments.
- Performed follow-up inspections for non-compliant sites.
- Phone and email correspondence with city staff and contractors.
- Attended scheduled meetings.
 - Attended RCWD staff meetings.
 - Meetings within the regulatory team.
- Assisted a permit applicant on site with wetland fill removal guidance.
- Assisted Kelsey White in two potential regulatory violation inspections and sending 10-day notice letters.
- Correspondence related to multiple potential regulatory violations.
- Attended two online webinars related to stormwater protection and site BMP techniques.
- Worked with Theresa to get a gas & car wash credit card for the SUV for vehicle upkeep.

MEMORANDUM

Rice Creek Watershed District



Date: December 2nd, 2024
To: RCWD Board of Managers
From: Molly Nelson, Outreach and Grants Technician
Subject: Staff Report 10/16/24 to 12/2/24

Introduction

The highlights of my work from October 16th to December 2nd are as follows:
(Note that these are highlights and not the full extent of all work that I have done).

- Coordinated project closure for Water Quality Grant R24-02 and completed the voucher and invoice work associated with the reimbursement process.
- Completed invoices for reimbursement for 8 Mini Grant projects.
- Completed annual program review work with SWCDs and outlined any program changes for December Board review.
- Met with Anoka County Roads and Highways Department to discuss grant opportunities for upcoming county projects.
- Coordinated remaining technical services work with WCD in accordance with remaining budget.
- Continued work on Water Quality Grant maintenance inspections.
- Began planning for 2025 work and potential projects for the Water Quality and Mini Grants.
- Planned and coordinated with staff for the November CAC meeting.
- Prepared the December CAC packet with other staff.
- Continued work with the Communications and Outreach Coordinator to review the design and structure of the maintenance guide toolkit to provide to new grantees.
- Coordinated and approved signs designs for the treatment train project at Presbyterian Church of the Way and the general Water Quality Grant program outreach.
- Contacted city staff for all 28 communities in RCWD to record sign ordinance restrictions to ensure RCWD outreach is compliant.
- Attended and assisted with the Fall 2024 City County Partner meeting.
- Attended a workshop on outreach for preventing the spread of invasive species.
- Attended a design planning meeting for Lost Lake Shoreline restoration phase 2 project with the Washington Conservation District. At this meeting, WCD staff and I presented on the initiative to WCD board members.
- Attended Minnesota Water Resources Conference.
- Helped facilitate RCWD trivia outreach initiative.
- Attended the Basics of Shoreline Erosion Control webinar presented by Michigan State.

MEMORANDUM
Rice Creek Watershed District



Date: 12/2/24
To: RCWD Board of Managers
From: Catherine Nester, District Technician/Inspector
Subject: Staff Report 10/16/24 – 12/1/24

Highlights from Preceding Month

- Ongoing coordination and communication with staff, HEI, BWSR, and affected cities/watersheds regarding proposed legal boundary updates in Ramsey, Anoka, and Hennepin counties (communicated with BWSR and certain affected entities on additional items needed before approval of the submitted boundary change petition can be determined).
- Continued setting up the new monitoring data management platform (WISKI), including building system components and developing new workflows & standard operating procedures.
- Performed routine monitoring and site maintenance at various stream, ditch, lake, & project monitoring sites throughout RCWD and removed continuous logging equipment for winter storage.
- Performed routine maintenance and calibration on lake and stream monitoring equipment and restocked supplies.
- Attended a webinar on monitoring equipment storage & maintenance on October 17.
- Coordinated the retrieval of the final found of lake samples and monitoring kits from volunteers for the Met Council's Citizen-Assisted Monitoring Program.
- Attended the Peltier Lake Association meeting on November 7 and gave a presentation on the findings of recent sediment coring.
- Scheduled & attended introductory meetings with several new staff.
- Routine maintenance and cleaning of District vehicles.
- Assisted with preparation for required illicit discharge detection and elimination (IDDE) training for field staff.

MEMORANDUM

Rice Creek Watershed District



Date: December 2, 2024
To: RCWD Board of Managers
From: David Petry, Project Manager
Subject: Staff Report- November 2024

General

- Worked with City of Fridley staff to submit an MPCA grant application to assess next opportunities for projects in Moore Lake subwatershed
- SMART Goals meeting with Sara and Will
- Continued to review 2025 Stormwater Management Grant Program with Will
- Continued to review previous feasibility studies/analysis reports

Meetings and Workshops

- MPCA Smart Salting for Property Management Certification Training
- Intro to Projects with new staff Sarah
- Pre-application meeting for Stormwater Management Grant
- Metro watershed meeting at Ramsey Washington
- Washington County Water Consortium
- Project Team Meetings with Sara and Will
- City and County Partners presentation at Moore Lake Park
- RCWD Board Meetings
- UMN Erosion and Stormwater Management: Ask Me Anything webinar
- BWSR Successful Outreach Strategies Training and Regional Workshop in St. Cloud
- SAFL Stormwater Seminar Series – Moving Towards Multi-Functional Stormwater Management Systems
- Leadership Team Meeting

Upcoming

- MN Watersheds Annual Conference
- Project updates meeting with Cities of New Brighton and Roseville
- UMN Erosion and Stormwater Management: Ask Me Anything webinar
- Washington County Water Consortium
- SAFL Stormwater Seminar Series
- Reviewing Washington County Groundwater Plan

MEMORANDUM
Rice Creek Watershed District



Date: December 2, 2024
To: RCWD Board of Managers
From: Connor Price, Technical Field Assistant
Subject: Staff Report

- Completed several ditch inspections and will continue to monitor the district ditch network and crossings to ensure that the system is still flowing unobstructed so they may function as intended
- Removed a small remnant beaver dam on JD 2 by hand
- Found a beaver dam on JD 4 main trunk near Bituminous Roadways Inc
- Contacted and worked with trapper for the JD 4 dam at Bituminous Roadways Inc 2 beavers caught
- Contractor lined up to remove JD4 dam after ACD 72 tile blowout is fixed
- Removed blockage from culvert on 10-22-32 near prison
- Hansen Park Iron Enhanced Sand Filter winterized
- Bald Eagle Iron Enhanced Sand Filter winterized
- Worked with contractor to remove 4 fallen trees in and across JD 3 in Centerville
- Found several holes in the metal prison culvert that has the sinkhole developing on 10-22-32
- Andall St culvert finished being cleaned out
- Removed blockage from Hall's marsh outlet
- Worked with permitting team to do a site investigation and check for properly installed stormwater ponds that don't interact with the ditch ACD 53-62 Branch 5 that runs nearby
- Walked stretch of 10-22-32 Main Trunk south of the west Pine street culvert

MEMORANDUM

Rice Creek Watershed District



Date: December 2nd, 2024
To: RCWD Board of Managers
From: Will Roach, Watershed Technician/Inspector
Subject: Staff Update October 17th – December 2nd

Inspections/Regulatory

- Conducted regular inspections in Forest Lake and Columbus, including older permits that are still open and am currently in the process of determining what remaining items/stipulations needs to be addressed so that projects can be closed out and surety returned.
- Drafted a presentation regarding Illicit Discharge Detection and Elimination in advance of RCWD Field Staff's annual refresher training.
- In the process of getting the annul training scheduled for IDDE.

Meetings

- Met with Centerville city staff to discuss a potential Stormwater Management Grant application for a small re-use/irrigation project at city hall.
- Participated in the first MS4 implementation Guidance Package Advisory meeting hosted by the MPCA to discuss potential resources and key information to include for new MS4 permittees with little to no experience with the permit obligations.
- Met with Mounds View city staff to discuss a potential Stormwater Grant application for maintenance and improvements in Silver View Park.
- Various internal all staff, Project Management Team, and Regulatory staff meetings and discussions.

Project Management

- Check in with Project Management Team to discuss open Stormwater Management Grant projects from previous years.
- Coordinated with Houston Engineering to provide shapefiles pertaining to the RCWD's MS4 per the request of the MPCA.
- Sent a reminder email to potential Stormwater Management Grant applications that the deadline to submit is by end of day on Dec 19th and to schedule a pre-application meeting.
- Written follow up to Centerville and Mounds View regarding questions raised in previous meetings.

MEMORANDUM
Rice Creek Watershed District



Date: December 2, 2024
To: RCWD Board of Managers
From: Tom Schmidt, Public Drainage and District Facilities Manager
Subject: Staff Report November/December 2024

Highlights for this period

Responded to and addressed constituent concerns/questions about the public drainage system and district facilities.

Worked with MN DNR to get Permission/Approval for Ditch Maintenance through a Public Water wetland on ACD #10-22-32 (Jodrell to 137th) in Columbus) (in progress).

Completed stabilization work on the ACD53-62 access ramp in Circle Pines (complete).

Contracted with Scandia Trucking to excavate ACD10-22-32 main trunk from Pine Street to 137th in Columbus. Remove Emerging vegetation and accumulated sediments and install a side inlet pipe on a connecting private ditch. (in progress).

Continued with Program administrative duties.

Sent a letter to Chris Stowe, attempting to answer the questions about ACD #10-2-32, which he has brought up at open mike and at Board workshops,

Attended the annual MN watersheds conference and presented at the public drainage workshop.

MEMORANDUM

Rice Creek Watershed District



Date: December 2, 2024
To: RCWD Board of Managers
From: Kendra Sommerfeld, Communications & Outreach Manager
Subject: Staff Report 10/15/2024-12/02/2024

MN Water Stewards

- Capstone project approved Forest Lake High School and WCD
 - Project starts spring 2025
- Working with Fridley for the Water Steward art project
 - Work started

Partnerships/Collaborations

- City/County Partner Fall Meeting- Moore Lake Park- Complete
- Planning workshops with Blue Thumb for 2025
- Planning ISEF Workshops with Freshwater
- Joined Freshwater event planning- 100 Year Mississippi Restoration/Protection Celebration
- Partnership with Growing Green Hearts- planning for 2025
- New Brighton- Hansen Park, outreach and art partnerships started
 - Discussing West Hansen Park opportunities
- Working on targeted outreach initiatives and planning for 2024
 - Planning with program managers for next year goals
- Delisted Lake events and outreach completed
- Planning outreach events and workshops with White Bear Art Center
- Sponsored MN Lakes and Rivers Advocates shoreline/lake educational video
- Supporting and promoting Comfort Lake Forest Lake WD educational classes and workshop in Forest Lake/Hugo/White Bear Lake area

Project/Program Outreach

- Creating “Maintenance Kits” for grantees within the Water Quality program
- Moore Lake Park IESF educational signage- Complete
- Water Quality Grant program signs- Complete
- Treatment Train Rain Garden Water Quality Grant Project educational sign- Complete
- Articles submitted to city newsletters about fall maintenance, adopt a drain, street sweeping

Other

- Learning Adobe Creative Suite Programs for design and visual media creation
- On Blue Thumb workshop steering team- creating new workshops with Blue Thumb.
- CAC Meetings- Outreach and Communications Accomplishments of 2024 presentation completed
- On MPCA Green Infrastructure Advisory Committee

MEMORANDUM
Rice Creek Watershed District



Date: December 2, 2024
To: RCWD Board of Managers
From: Theresa Stasica, Office Manager
Subject: Staff Report 10/16/2024 to 12/2/2024

- Coded invoices for payment this month which were reviewed by Administrator Nick Tomczik and Treasurer Marcie Weinandt and sent to our accountant Bonnie Burns via an excel spreadsheet.
- Initiated approved ACH's from vendor portal and released through US Bank SinglePoint portal.
- Gathered all timesheets and reviewed select employee timesheets for administrator's final review.
- Updated payroll template with ESST hours for employee earning statements.
- Provided worksheets to payroll and to several employees for earning statement information.
- Provide bi-monthly payroll template to Redpath and updated information as needed.
- Continued to provided administrative/HR support to new employees.
- Worked with administrator on 2025 benefit renewal.
- Track accounts receivable and deposit checks as needed.
- Review and track monthly financial reports.
- Tracking grant expenses for FY2023 WBIF grant.
- Handled HR/Benefit issues and entered updated employee info as needed on vendor portals.
- Provide minute templates to TimeSavers for meetings. Reviewed and edited regular Board minutes.
- Reviewed draft minutes for the Board workshop.
- Review monthly check register and interim financial statements.
- Retrieved, reviewed, and coded statements for district 6 bank accounts.
- Monitor District financial accounts and investments, US Bank and 4M.
- Attending on-line cyber security courses
- Provide requested information to Board members and Administrator as needed.
- Assisted Board and Staff as needed.
- Created and assembled agenda packets.
- Attended board meetings and staff meetings.
- Placed orders for supplies as needed.
- Maintain Laserfiche filing system and scanned documents District receives into Laserfiche.
- Working with Iron Mountain on our secure file inventory.

MEMORANDUM
Rice Creek Watershed District



Date: October 15, 2024
To: RCWD Board of Managers
From: Sarah Struntz, Watershed Inspector
Subject: Staff Report 10/15/24-12/2/24

- Continuing to conduct routine inspections and becoming more familiar with my inspection sites.
- Toured District drainage facilities with Abel on 10/18.
- Attended various scheduled meetings:
 - Staff Meeting on 11/14
- Met with Ali to go over permit closure procedure.
- Attended a meeting with fellow inspectors to go over historic permits and working to close those out.
- Closed out 3 active permits
 - **20-023** 69th Ave Diet and Infiltration on 10/25
 - **24-034** Crown Iron Works on 11/22
 - **23-047** Leyte St NE (WO #103956666)
- Registered for the Minnesota Watersheds Conference.

MEMORANDUM
Rice Creek Watershed District



Date: December 2, 2024
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Staff Report – December 2024

Highlights for Month

- ✓ Administrative
 - Records Management Discussions
 - Staff SMART Goal Meetings
 - 6-Month Position Discussions
 - MAWA Meeting
 - Inspector On-Boarding
 - LMCIT 2025 Insurance Renewal
 - MnAFPM Conference
 - Staff Meeting
 - Accounts Payable Review
 - Personnel Leave Requests
 - Board Meetings
 - Salary Administration
 - Program Coordination Leadership Meetings
- ✓ Communication & Outreach
 - EMWREP Program Contract
 - Blue Thumb Trademark Transfer
- ✓ Information Management
 - RCWD Local Server Admin Discussion
 - LaserFiche Update Discussions
 - DNR FEMA Updates
 - District Wide Model updates – Anoka Emergency Management, Lino Lakes AUAR efforts
- ✓ Restoration Projects
 - SW Grant Facilitation
- ✓ Regulatory
 - Inspector Areas Coordination Discussions
 - 2024 Rule Revision
 - Permit closures
 - Open Permit Management Discussions
 - Anoka County Meeting ACD 53-62 Metro Shooting Settlement
- ✓ Drainage & Facilities Program
 - Maintenance Cost/Budget Discussions
 - Biweekly Program Discussions with Consultants
 - ACD 10-22-32 Maintenance Discussions
 - Drainage Work Group
- ✓ Lake & Stream Management
 - Water Quality Grant Administration Discussion
 - Hwy 61 Ponds RFP

MEMORANDUM

Rice Creek Watershed District



Date: December 2nd, 2024
To: RCWD Board of Managers
From: Kelsey White, Permit Technician
Subject: Staff Report 10/16/2024 – 12/01/2024

Reviews

- Reviewed one administrative permit application.
- Administratively amended one issued permit.
- Provided comment on the engineer report for one CAPROC amendment.
- Coordinated submittal and review of CAPROC items for 6 permit applications.
- Conducted completeness reviews for 7 wetland boundary/type applications.
- Drafted and sent 9 wetland boundary/type application notices.
- Drafted and sent 8 wetland boundary/type decisions.

Communications

- Sent notice of permit issuance for 5 permit applications.
- Issued 2 Amended Permits.
- Sent 2 CAPROC notices.
- Sent 5 administrative action notices to the Board.
- Sent one notice of MN Statute 15.99 decision timeframe extension.
- Sent 2 CAPROC expiration notices.

Meetings

- Coordinated and attended 13 TEP site visits and/or meetings.
- Conducted two site inspections for potential floodplain fill violation.
- Participated in weekly permit coordination meetings and monthly permit triage.
- Attended regular staff meetings.

Other Duties

- Completed one CAPROC overview training for new staff.
- Responded to email and telephone inquiries about RCWD permitting requirements.
- Responded to landowners about general WCA questions and questions regarding wetlands on or near their properties.

ITEMS FOR DISCUSSION AND INFORMATION

2. District Engineer Updates and Timeline



District Engineer - Monthly Project Report November 2024 Rice Creek Watershed District



Date Prepared:
Prepared by:

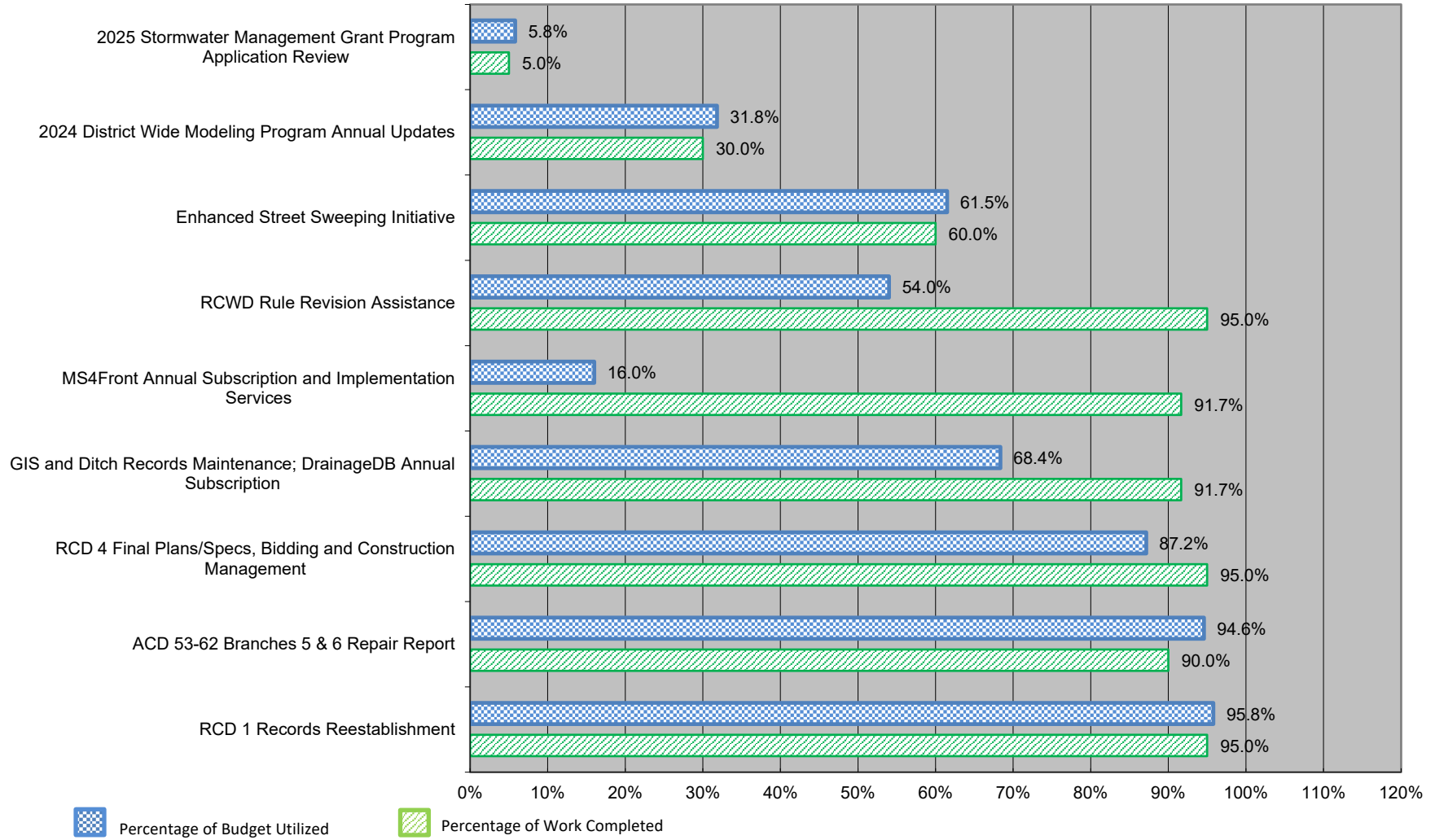
3-Dec-24
C. Grandbois

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
RCD 1 Records Reestablishment	Adam Nies	\$27,500	\$26,349	\$1,151	N	95.0%	95.8%	Y	N/A	31-Dec-23	A public information meeting has been held. Next step is to hold a public hearing for consideration of ordering the reestablishment of the public drainage system record.
ACD 53-62 Branches 5 & 6 Repair Report	Adam Nies	\$82,200	\$77,754	\$4,446	N	90.0%	94.6%	Y	N/A	30-Apr-24	A wetland delineation has been completed. A draft report is nearly completed
RCD 4 Final Plans/Specs, Bidding and Construction Management	Adam Nies	\$68,000	\$59,264	\$8,736	N	95.0%	87.2%	Y	N/A	31-Dec-24	The contractor has completed major work items. Project will be closed out in spring once vegetation establishment has been confirmed. RCWD has awarded work for a 2nd phase to stabilize selected bank areas.
GIS and Ditch Records Maintenance; DrainageDB Annual Subscription	Brian Fischer	\$16,000	\$10,939	\$5,061	N	91.7%	68.4%	Y	N/A	31-Dec-24	Drainage records are being added to DrainageDB on a quarterly basis.
MS4Front Annual Subscription and Implementation Services	Brian Fischer	\$16,000	\$2,562	\$13,438	N	91.7%	16.0%	Y	N/A	31-Dec-24	We continued to make updates on an as-requested basis.
RCWD Rule Revision Assistance	Adam Nies	\$36,000	\$19,443	\$16,557	N	95.0%	54.0%	Y	N/A	31-Dec-24	Rule has been adopted. RCWD staff and HEI will be meeting with representatives of Cities that have adopted and administer RCWD rules to provide guidance on rule administration.
Enhanced Street Sweeping Initiative	Rachel Olm	\$29,000	\$17,831	\$11,169	N	60.0%	61.5%	Y	N/A	31-Dec-24	HEI has developed a preliminary prioritization evaluation of potential project partners
2024 District Wide Modeling Program Annual Updates	Bret Zimmerman	\$30,900	\$9,836	\$21,064	N	30.0%	31.8%	Y	N/A	1-Nov-24	Assistance has been provided to City of New Brighton with FEMA resubmittal for RCD 2. Model modifications are being collected.
2025 Stormwater Management Grant Program Application Review	Chris Otterness	\$9,000	\$524	\$8,477	N	5.0%	5.8%	Y	N/A	29-Jan-25	District staff and the District Engineer have been completing preapplication meetings with potential applicants.

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%.

District Engineer Monthly Progress Report (Actual & Estimated Progress) Through November 2024



ITEMS FOR DISCUSSION AND INFORMATION

3. December/January Calendar



DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MEMORANDUM
Rice Creek Watershed District

Date: December 5, 2024
To: RCWD Board of Managers
From: Theresa Stasica, Office Manager
Subject: December/January Calendar

Wednesday, December 11, 6:30 p.m. Regular Board of Managers Meeting and TNT Public Meeting
 at Shoreview City Hall Council Chambers and remotely*

Thursday, December 12, 4:30 p.m. Deadline for Per Diem & Milage Claim Forms

Tuesday & Wednesday, December 24 & 25 Christmas Holiday-Office Closed

Wednesday, December 25, 9 a.m. **NO Regular Board of Managers Meeting**

Wednesday, January 1 New Year’s Holiday-Office Closed

Wednesday, January 1, 5:30 p.m. **NO Citizen Advisory Committee Meeting**

Monday, January 6, 9 a.m. Board Workshop
 RCWD District Conference Room and remotely*

Wednesday, January 8, 9:00 a.m. Regular Board of Managers Meeting
 at [Mounds View City Hall Council Chambers,](#)
 2401 County Road 10, Mounds View, MN and remotely*

Thursday, January 9, 4:30 p.m. Deadline for Per Diem & Milage Claim Forms

Wednesday, January 15 Martin Luther King Jr. Day -Office Closed

Wednesday, January 22, 9:00 a.m. Regular Board of Managers Meeting
 at [Mounds View City Hall Council Chambers,](#)
 2401 County Road 10, Mounds View, MN and remotely*

* remotely=by alternative means (teleconference or video-teleconference) from remote locations