

RICE CREEK WATERSHED DISTRICT

4325 Pheasant Ridge Dr. NE #611 • Blaine, MN 55449-4539

Phone: 763-398-3070 • Fax: 763-398-3088

www.ricecreek.org

NOVEMBER							DECEMBER						
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RCWD BOARD OF MANAGERS REGULAR MEETING AGENDA

Wednesday, November 14, 2012, 9:00 a.m.

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

Agenda

- 1
- 2 **CALL TO ORDER**
- 3 **ROLL CALL**
- 4 **SETTING OF THE AGENDA**
- 5 **CLOSED EXECUTIVE SESSION TO DISCUSS THE MIRON – DNR LITIGATION**
- 6 **CONCERNING WASHINGTON JUDICIAL DITCH 2 WITH DISTRICT COUNSEL**
- 7 **(MEETING ROOM BEHIND COUNCIL CHAMBERS)**
- 8 **RE-OPEN REGULAR MEETING-CONTINUE WITH AGENDA**
- 9 **APPROVAL OF OCTOBER 24, 2012 REGULAR BOARD MEETING MINUTES AND**
- 10 **OCTOBER 24, 2012 WORKSHOP/TOUR MINUTES**

11 **PERMIT APPLICATIONS REQUIRING BOARD ACTION**

12 **Table of Contents**

13 No.	Applicant	Location	Plan Type	Recommendation
14 12-075	Life Time Fitness	Fridley	Final Site Drainage	CAPROC 7 items
15 12-080	Thomas M. Willmus	Roseville	Land Development	CAPROC 5 items
16 12-085	Fridley IDS #14	Fridley	Final Site Drainage	CAPROC 5 items

BOARD OF MANAGERS ➤

Barbara A. Haake
Ramsey County

Steven P. Wagamon
Anoka County

Harley M. Ogata
Ramsey County

Patricia L. Preiner
Anoka County

John J. Waller
Washington County

17 It was moved by Manager _____ and seconded by Manager _____, to approve the consent agenda as
 18 outlined in the above Table of Contents in accordance with RCWD staff and District Engineer's Findings and
 19 Recommendations dated October 25, 2012 and November 7 & 8, 2012.

20 **OPEN MIKE**

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

26 **ITEMS REQUIRING BOARD ACTION**

- 27 1. Consider Scheduling Public Hearing on the proposed alignment, dimension and grade of
 28 Anoka County Ditch 55- (Phil Belfiori)
- 29 2. Consider Engineering, Accounting and Legal Professional Services Interest Proposals for 2013 -
 30 2014. (Phil Belfiori)
- 31 3. Consider Extension for Connexus Energy Purchase Agreement. (Phil Belfiori)
- 32 4. Consider Minnesota Association of Watershed Districts (MAWD) Resolutions for Annual
 33 Meeting and Delegate Appointment & Proxy Form. (Phil Belfiori)
- 34 5. Consider Miron /DNR Settlement Agreement. (Louis Smith)
- 35 6. Consider Partial Pay Request #1 for Anoka-Washington Judicial Ditch 4 Repairs And
 36 Realignment Project. (Phil Belfiori)
- 37 7. Consider BMP Cost–Share Application R12-11 Jon Ridge Streambank Restoration. (Kyle
 38 Axtell)
- 39 8. Consider 2013 Board Calendar. (Phil Belfiori)
- 40 9. Consider November 28, 2012 Check Register – Resolution Authorizing Treasurer Approval.
 41 (Phil Belfiori)
- 42 10. Consider Check Register dated 11/14/2012, in the amount of \$124,592.97 prepared by HLB
 43 Tautges Redpath.

44 **ITEMS FOR DISCUSSION AND INFORMATION**

- 45 1. Engineer's Update and Timeline.
- 46 2. December Calendar.
- 47 3. Manager's Update.

48 **ADJOURNMENT**

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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48 **ADJOURNMENT**

**APPROVAL OF OCTOBER 24, 2012 REGULAR
BOARD MEETING MINUTES AND OCTOBER 24,
2012 WORKSHOP/TOUR MINUTES**

DRAFT

For Consideration of Approval at the November 14, 2012 2012 Board Meeting.
Use these minutes only for reference until that time.

REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Wednesday, October 24, 2012

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

Minutes

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ROLL CALL

Present: President Patricia Preiner, 1st Vice-Pres. Barbara Haake, 2nd Vice-Pres. John Waller, Secretary Harley Ogata, and Treasurer Steve Wagamon.

Absent: None.

Staff Present: Administrator Phil Belfiori, Permit Coordinator/Wetland Specialist Nick Tomczik, Water Resource Specialist Kyle Axtell, Regulatory/Office Assistant Tara Daun, Public Ditch Inspector Tom Schmidt.

Consultants: District Engineers Mark Deutschman, Houston Engineering, Inc. (HEI); District Attorney Louis Smith from Smith Partners.

Visitors: Rafael Bassi and Ann Whiteeagle

CALL TO ORDER

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

SETTING OF THE AGENDA

District Administrator Belfiori added under Items for Board action number 4, Jodrell Street Culvert partial payment.

Motion by Manager Haake, seconded by Manager Ogata, to adopt the agenda as amended.

Motion carried 5-0.

READING OF THE MINUTES AND THEIR APPROVAL

Minutes of the October 8, 2012, Board of Managers Meeting Workshop Meeting. Motion by Manager Haake, seconded by Manager Wagamon, to approve the minutes as presented. Motion carried 5-0.

Minutes of the October 10, 2012, Board of Managers Regular Meeting.

Manager Haake requested the following changes:

Line 17, Line 465, and Line 505, motions should be 4-0.

Motion by Manager Haake, seconded by Manager Ogata, to approve the minutes as amended. Motion carried 5-0.

37 **CONSENT AGENDA**

38 The following applications have been reviewed by the District Engineer and Staff and will be acted upon without discussion
39 in accordance with the Engineer’s Recommendation unless a Manager or the Applicant or another interested person
40 requests opportunity for discussion:

41 **Table of Contents**

42 **PERMIT APPLICATIONS REQUIRING BOARD ACTION**

43 No.	44 Applicant	45 Location	46 Plan Type	47 Recommendation
48 10-021	49 Arden Village, LLC	50 Arden Hills	51 Final Site Drainage	52 CAPROC 8 items

53 Permit Coordinator/Wetland Specialist Tomczik noted in CAPROC Item 3 of the engineer’s report on wetland delineation
54 had been eliminated and there was a small addition to the findings as the site was recently reviewed.

55 **Motion by Manager Ogata, seconded by Manager Wagamon, to CAPROC permit 10-021 with changes. Motion carried**
56 **5-0.**

57 12-060	58 United Properties	59 Roseville	60 Final Site Drainage	61 CAPROC 5 items
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62 12-074	63 Ryder Trucking	64 Roseville	65 Final Site Drainage	66 CAPROC 5 items
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67 12-077	68 Semper Development	69 Roseville	70 Final Site Drainage	71 CAPROC 6 items
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72 **Motion by Manager Ogata, seconded by Manager Wagamon, to approve the consent agenda as outlined in the above**
73 **Table of Contents in accordance with RCWD staff and District Engineer’s Findings and Recommendations, dated**
74 **October 15, 16 & 17, 2012. Motion carried 5-0.**

75 Manager Waller stated there was a current agreement with the City of Hugo for an annual audit of permit and last night
76 when he was at a meeting it came to his attention that part of the drainage area of Ditch 55 was not the only benefitted
77 area so he recommended looking at other areas as well. He asked staff to contact the City of Hugo so the Managers get
78 quarterly instead of annual updates.

79 District Attorney Smith stated he believed this was matter of amending the Agreement.

80 Manager Waller stated quarterly updates might not be enough either depending on the amount of development. He
81 stated monthly or weekly updates might be beneficial also, but he would leave that up to the staff to work with the City of
82 Hugo on this.

83 Permit Coordinator/Wetland Specialist Tomczik updated the Board on permit 12-062, Anoka County Highway. He noted
the District had recently received new information and some additional conversations between Anoka County and
Houston Engineering to advance the permit application.

OPEN MIKE – LIMIT 12 MINUTES. 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.

84 There were no comments made at Open Mike.

85

86 **ITEMS REQUIRING BOARD ACTION**

87 **1. Discussion on Ramsey Conservation District Funding Request for Cost Share Program (Kyle Axtell)**

88 Water Resource Specialist Axtell explained Ramsey Conservation District has made a formal request for an
89 additional \$5,000 funding to be added to the 2012 service agreement for the Water Quality BMP cost-share
90 program. He recommended amending the 2012 service agreement with RCD to grant their request. He noted the
91 program has been successful to date.

92

93 Manager Haake spoke in favor of the request. She stated almost everything Ramsey County did was in the
94 redevelopment area and there were issues of flooding in various areas.

95

96 Manager Wagamon stated he remembered at a workshop discussion about another County going over the
97 amount. He asked if there would be any conflict there.

98

99 Water Resource Specialist Axtell stated to date, Washington County had gone over some in a previous year, but
100 they did not ask for additional funding, but he was not aware of any pending issues or requests coming forward
101 this year. He stated in the future, based on demand, if the Board wanted, this could be discussed further.

102

103 ***Motion by Manager Ogata, seconded by Manager Wagamon, to approve an amendment to the 2012 Water***
104 ***Quality BMP Cost-Share Program Technical Assistance Service Agreement between the Rice Creek Watershed***
105 ***District and the Ramsey Conservation District by increasing the maximum cost to \$15,000 and authorizes the***
106 ***RCWD Administrator to execute the agreement.***

107

108 Manager Ogata asked if RCD met the \$10,000 limit and stopped performing, what would happen. Water Resource
109 Specialist Axtell responded there would be a stockpile of landowner requests that the landowners would not be
110 able to get or it would fall back on RCWD staff.

111

112 Manager Ogata stated one of the things that occurred at a previous discussion when he was sitting in the
113 audience was the Board encouraging the homeowners to use this cost-share program to help them with their
114 drainage issues. He stated if they were going to continue to do these things, funds needed to be made available.

115

116 Manager Waller stated he supported the motion. He stated budgets were just guidelines for demands and it was
117 important to supply funding to programs in demand. He stated it was important to look at the budget and what
118 the Counties needed to support these types of programs.

119

120 Manager Ogata stated usually he was not in favor of retroactively increasing budgets, but for this program, he was
121 in support of it. He stated the Board would need to look at this program in the budget for the future.

122

123 President Preiner stated she believed they should stay within the budget and that this was taxpayer's money. She
124 stated it was a great program, but at some point that had to be a cap.

125

126 Manager Wagamon stated he also supported it, but he agreed they could not keep going on and on and on.

127

128 Manager Waller stated there needed to be a mechanism by which the water quality improvement was recognized
129 as having a value to it and it should be an improvement to a property looked at it as a property improvement. He
130 stated they needed to work with the taxing authorities on this.

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ROLL CALL:

Manager Waller – Aye

Manager Haake – Aye

Manager Ogata - Aye

Manager Wagamon – Aye

President Preiner – Nay

Motion carried 4-1.

2. Consider League of Minnesota Cities Insurance Trust Liability Coverage Waiver Form (Phil Belfiori)

Motion by Manager Haake, seconded by Manager Wagamon, to not waive the monetary tort limit.

Manager Waller stated he was not against insurance, but annually they reviewed this by the same company and they did not take bids on it. He noted this was a private company and he recommended some type of competitive bidding on this in the future.

Manager Haake stated this was the coverage that all cities and counties engaged in, they have put together whatever coverage were affordable and the work had already been done. She did not believe they should go out and get bids because she did not believe the bids would be any more economical. She recommended the motion be approved and then they look at this again next year.

Manager Waller stated every year he brought this forward to look at and it never gets looked at. He stated he did not know if this was a good price for this type of insurance as he did not have any competitive bids to look at. He stated he wanted to see what other insurance prices there were. He stated there were a lot of insurance companies and just because nobody else did it, does not mean they shouldn't.

District Attorney Smith stated he believed it was prudent every few years to check and make sure the District was getting the best arrangement. He noted even if they did proceed with this action, they could immediately check the market and if they made a change, they could get a pro-rated payment. He stated he had worked with other Watershed Districts who had private companies, but they had found that the League of Minnesota Cities had a good price on this insurance.

Manager Ogata stated by the motion, they were limiting the amount of claims people would make to \$500,000 and they were not purchasing the insurance at this time.

District Attorney Smith noted they actually were purchasing the insurance and the Minnesota League of Cities annually requested them to exercise one of the options.

Manager Ogata stated they were limiting their liability of \$500,000 so they were not increasing anything. President Preiner responded that was correct.

Manager Ogata asked how much the insurance was annually. District Administrator Belfiori responded he did not have the amount with him, but he believed it was around \$12,000 per year. He stated he would double check that figure and proceed with looking at other rates also. He noted staff had looked at this previously and had found the other insurance rates were higher, but staff would explore the options again.

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Manager Haake stated when they are in an organization it helps keep the premiums down. She agreed they should look at other options also. She stated the deductible has gone up some over the years because the District has had some lawsuits, but it does not hurt to look.

Manager Waller hoped they would look soon. He believed insurance was a safety net for decisions, which might not always be the best. He stated this was an issue.

ROLL CALL:

Manager Waller – Aye

Manager Haake – Aye

Manager Ogata – Aye

Manager Wagamon – Aye

President Preiner – Aye

Motion carried 5-0.

It was the Board’s consensus to direct staff to look at other insurance companies and come back to the Board for their meeting in December.

- 3. Consider Check Register dated 10/24/2012, in the amount of \$249,573.33, prepared by HLB Tautges Redpath.**

Motion by Manager Wagamon, seconded by Manager Ogata, to approve check register dated 10/24/2012, in the amount of \$249,573.33, prepared by HLB Tautges Redpath. Motion carried 5-0.

- 4. Jodrell Street Culvert partial payment**

District Administrator Belfiori stated this was a partial payment request for \$13,491.65. He noted the withholding being held pending City patchwork on the pavement system.

Motion by Manager Ogata, seconded by Manager Wagamon, to authorize partial payment to Dunaway Construction in the amount of \$13,491.65. Motion carried 5-0.

ITEMS FOR DISCUSSION AND INFORMATION

- 1. Staff Reports and Project Updates**

There were no comments.

- 2. November Calendar**

Manager Haake stated that the subcommittee meeting to review professional services proposals was on November 6 which was election day. She asked if the meeting scheduled for that day should be moved to the next day. The Board decided to leave the meeting date as is.

- 3. Manager’s Update**

President Preiner stated the ACD 10-22-32 and ACD 55 informational meetings have gone well. She thanked District Engineer Chris Otterness for his presentations.

224 **ADJOURNMENT**

225 ***Motion by Manager Ogata, seconded by Manager Waller, to adjourn the meeting at 9:33 a.m. Motion carried 5-0.***

226

227

RCWD BOARD OF MANAGERS WORKSHOP

Wednesday, October 24, 2012

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

1 The Board convened workshop at 9:36 a.m.

2 Attendance: –Board members, Patricia Preiner, Harley Ogata, Barbara Haake, Steve Wagamon, and
3 John Waller

4 Absent: None.

5 Others: Administrator Phil Belfiori, Permit Coordinator/Wetland Specialist Nick Tomczik, Water Resource
6 Specialist Kyle Axtell, Regulatory/Office Assistant Tara Daun, Public Ditch Inspector Tom Schmidt; District
7 Engineer Mark Deutschman, Houston Engineering, Inc. (HEI); District Attorney Louis Smith from Smith
8 Partners.
9

10 **Items for Discussion and Information**

11 Item #1. The Board discussed the letter sent to RCWD staff on Oct 23, 2012 regarding Rice Creek
12 beavers issues near the Long Lake inlet. The Board of Managers discussed the landowners request as
13 defined in the letter and upon further discussion reached consensus that the requested action does
14 not meet the criteria under which the Rice Creek Watershed District would consider maintenance of
15 natural waterways within the Watershed (pursuant to the RCWD adopted Natural Channel
16 Management Policy).

17 Item #2. ACD15/AWJD4 Repairs and Realignment Project construction
18 Engineer Deutschman explained and updated the Board on the current status and situation with the
19 project. He noted /updated the Board on the:1) anticipated additional offsite haul of excess organic
20 soils, 2) possible issues/considerations as related to the spec /contract language, and 3) possible
21 District_options relative to the additional material (peat) hauled offsite. Upon additional discussion
22 the Board reached consensus that HEI should communicate to the contractor that he should propose
23 something back to the RCWD relative to the additional material hauled offsite. Engineer
24 Deutschman also updated the Board on other project construction issues including but not limited
25 to the area of approximately 200 linear feet where the expanding peat is rising up into the ditch
26 channel.

27 After discussion, Board of Managers then left to beginning touring the ACD 15 /JD 4 Project Site.

28 The project was toured on site, showing the Board Members the rerouted ditch area under
29 construction and the area of approximately. 200 linear feet where the expanding peat is rising up into
30 the ditch channel. The surrounding area was also explored with a representative from HEI.

31 Meeting was adjourned at approximately 12:30 pm.

PERMIT APPLICATIONS REQUIRING BOARD ACTION

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**RICE CREEK WATERSHED DISTRICT
CONSENT AGENDA**

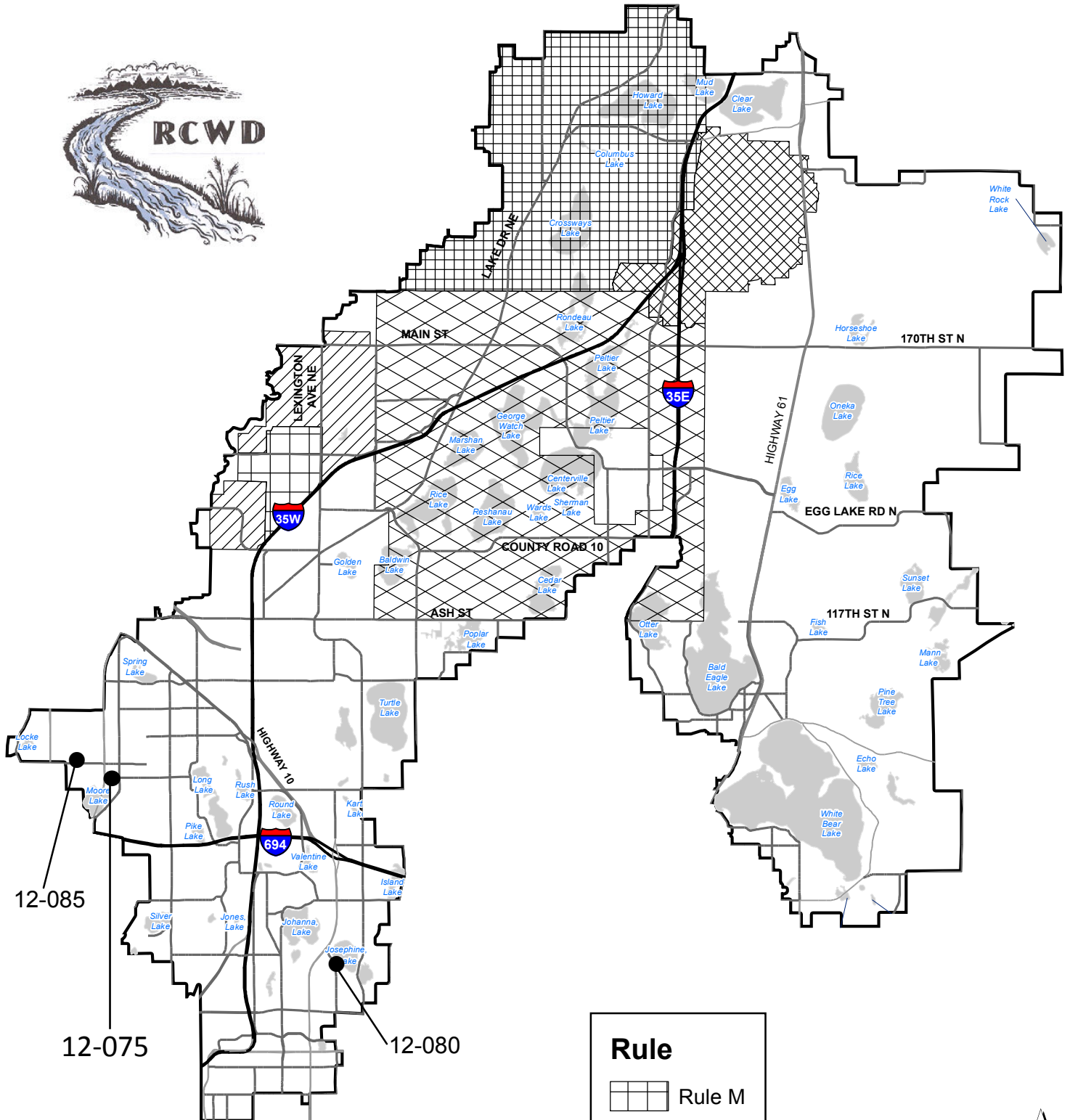
November 14, 2012

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 Report, dated November 7 & 8, 2012 and October 25, 2012.

TABLE OF CONTENTS

<u>Permit Application No.</u>	<u>Applicant</u>	<u>Page</u>	<u>Recommendation</u>
Permit Location Map			
12-075	Life Time Fitness		CAPROC
12-080	Thomas M. Willmus		CAPROC
12-085	Fridley Independent School District #14		CAPROC

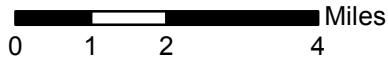
Rice Creek Watershed District



Rule	
	Rule M
	RMP-1
	RMP-2
	RMP-3
	RMP-4



**Permit Reviews
11/14/2012 Agenda**



Maple Grove
P: 763.493.4522
F: 763.493.5572



Permit Application Number:

12-075

Permit Project Name:

Life Time Fitness-parking lot addition

Applicant:

Peter Isabell
Life Time Fitness
2902 Corporate Place
Chanhassen, MN 55317
Ph: 952-229-7428
pisabell@lifetimfitness.com

Consultant:

Clark Wicklund
Alliant Engineering
233 Park Avenue S.
Minneapolis, MN 55415
Ph: 612-767-9302
Fx: 612-758-3099
cwicklund@alliant-inc.com

Project Name: Life Time Fitness-parking lot addition

Purpose: FSD – Final Site Drainage; Parking lot addition

Site Size: Two Parcels for 13.83± acres, with 12,595 ft² of new impervious surface area and 17,101 ft² of redeveloped impervious surface area.

Location: 1200 East Moore Lake Drive, Fridley

T-R-S: SW ¼ Section 13, T30N, R24W

District Rule: C, D

Recommendations: 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.

Rule C - Stormwater

1. Over excavation is suggested by the geotechnical report in order to remove soils near the proposed BMP that are not conducive to infiltration. Revise the narrative and plans to indicate this.

Rule D – Erosion and Sediment Control

2. 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

3. Send one final, signed full sized plan set to the District, and e-mail a pdf copy to the District and District Engineer.
4. If required by the City of Fridley, the applicant must submit a draft legal document providing satisfactory form and description granting ponding and flowage easements over all onsite ponds, wetlands, and other-hydrologic features.
5. The applicant must submit a Draft Declaration for Maintenance of Stormwater Management Facilities acceptable to District for proposed onsite stormwater management features.
6. The applicant must submit a copy of receipt from County Recorder and signed/notarized legal document(s).

- The applicant must submit the appropriate cash surety amount of \$1,500 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.

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

- An as-built survey of all stormwater BMPs (ponds, rain gardens, trenches, swales, etc.) is to be submitted to the District for verification of compliance with the approved plans.

Exhibits:

- Revised site plan (1 page) including sheet C-1, dated 9-14-2012 and received 9-26-2012.
- Site plan (1 page) including sheet C-1, dated 9-14-2012 and received 9-14-2012.
- Survey, dated 3-21-2012 and received 9-14-2012.
- Permit application, dated 9-14-2012 and received 9-14-2012.
- Revised survey, dated 3-21-2012 and received 9-26-2012.
- HydroCAD modeling with existing and proposed drainage maps, dated 9-21-12 and received 9-26-2012.
- Geotechnical Report, dated 10-15-2012 and received 10-24-2012.

Findings:

- Description – This project is classified as a new/redevelopment, and will involve the expansion of the existing parking lot of 61 spaces. The majority of the parking lot expansion will drain to the proposed BMP and then southeast into an existing stormwater pond, which drains to Moore Lake, and ultimately to the Lower Rice Creek. The rest of the project will drain to the existing stormwater pond. The applicant submitted a \$1,000 application fee which corresponds to <1 acre of new/redeveloped impervious surface.
- Stormwater – The Rule C.5 Water Quality and Volume (hereafter Volume) requirement is for 2.8-inches over the new impervious area of 12,595± ft² and 0.8 inches over the redeveloped impervious area of 17,101± ft² for a total Volume requirement of 4,079± ft³.

Proposed BMP Description	Location	Pretreatment:	Volume provided
Subsurface infiltration system	75± feet from the Eastern property line, running NNE to SSW (308± feet long)	Sump manhole	The system will treat 4,704± ft ³ from the 2.8 inch storm event.

The proposed BMP is a subsurface infiltration system, with sump manholes for pretreatment. Soil borings indicate a static high water table of approximately 11 feet below grade and HSG-B soils, and suggests an infiltration rate of .5 in./hr (RCWD Rule C Table C1 correlates with an infiltration rate of .6 in./hr for SM type soils). The geotechnical consultant has stated that the seasonally high water table is not significantly higher than the static high water table, and that based on the amount of anticipated infiltration from the proposed BMP, it will function with the designed three feet of separation from the high static water table. Over excavation is suggested by the geotechnical report in order to remove soils near the proposed BMP that are not conducive to infiltration.

The southeastern portion of the parking lot that is being constructed/reconstructed (<15% of the project area) is not routed to the proposed subsurface infiltration system. The District Engineer

finds that runoff from this area cannot be feasibly routed to the proposed BMP and this area already drains south to the existing stormwater pond. The District Engineer concludes that the site meets the volume requirement, in aggregate, is in compliance with Rule C.5.

The submitted modeling indicates that the applicant has rate controlled the 2, 10 & 100-year, 24-hour rainfall events, and the 10-day snowmelt event for the site and is in compliance with Rule C.6.

Peak elevation of the 100-year event for the subsurface infiltration system is 878.62. The lowest entry of the existing building is 892.05. Freeboard requirements have been met and are in compliance Rule C.8(e).

3. Wetlands – No wetland impacts are proposed by this project.
4. Floodplain – This site is not in a regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include silt fence, a rock construction entrance, and inlet protection devices. The site will be re-vegetated by seeding or sodding. The area of disturbance is less than 1 acre, so an NPDES permit is NOT required for the project. The information listed under the Erosion and Sedimentation Control Recommendations needs to be submitted. Otherwise, the project complies with RCWD Rule D requirements.
6. Documenting Easements and Maintenance Obligations – Applicant must provide drainage and flowage easements, draft maintenance declaration, and receipt showing recordation once approved.
7. Previous Permit Information – RCWD Permit 88-103 was for the construction of the development, including a health club (Lifetime Fitness).

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.

Chris Buntjer 11-8-12

Chris Buntjer
MN Reg. No 48745



Permit Application Number:

12-080

Permit Project Name:

Lake Josephine Sights

Applicant:

Thomas Willmus
3040 N. Hamline Avenue
Roseville, MN 55113
Ph: 651-633-1865

Consultant:

Vicki VanDell
Loucks Associates
7200 Hemlock Lane Suite 300
Maple Gove, MN 55369
Ph: 763-496-6720
Fx: 763-424-5822
vvandell@loucksassociates.com

Project Name: Lake Josephine Sights

Purpose: LD – Land Development; City will install utilities to serve new lots, owner will install road and infiltration basin.

Site Size: Two parcels totaling 3.06± acres, with 1,742± ft² of redeveloped impervious and 4,922 ft² of new impervious surface area.

Location: 3040 Hamline Avenue, Roseville

T-R-S: NE ¼ Section 3, T29N, R23W

District Rule: C, D

Recommendations: 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.

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. Send one final, signed full sized plan set to the District, and e-mail a pdf copy to the District and District Engineer.
3. The applicant must submit a Draft Declaration for Maintenance of Stormwater Management Facilities acceptable to District for proposed onsite stormwater management features.
4. The applicant must submit a copy of receipt from County Recorder and signed/notarized legal document(s).
5. The applicant must submit the appropriate cash surety amount of \$1,500 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.

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. An as-built survey of all stormwater BMPs (ponds, rain gardens, trenches, swales, etc.) is to be submitted to the District for verification of compliance with the approved plans before return of surety.

Exhibits:

1. Plan set (3 pages) including sheets 1 of 1, C2-1, & C4-1, dated 7-13-2012 and received 7-13-2012. Sheet C3-1, undated and received 10-2-2012.
2. HydroCAD modeling for the 1, 2, 10, & 100-yr 24-hour events and the 10-day snow melt event, with a project narrative and existing and proposed drainage maps, dated 8-29-2012 and received 9-18-2012.
3. Permit application, dated 9-18-2012 and received 9-18-2012.
4. Permit checklist, undated and received 9-18-2012.
5. Revised HydroCAD modeling for the 1, 2, 10, & 100-yr 24-hour events and the 10-day snow melt event, with a project narrative and existing and proposed drainage maps, dated 9-27-2012 and received 10-2-2012.
6. Soil borings and location map, dated and received 10-9-2012.

Findings:

1. Description – This project is classified as a land development, located within 1,000 feet of Lake Josephine (A DNR public water), and will involve splitting two parcels into three, the construction of an access road, and an infiltration basin. The majority of the stormwater from the new road will drain to the proposed infiltration basin, the overflow from the infiltration basin and the majority of the parcels drain into Lake Josephine and ultimately into the Lower Rice Creek. A small portion (~8.5%) of the road will drain onto Hamline Ave and into the City storm sewer. The applicant submitted a \$500 application fee which corresponds to a land development plan with <10 lots.
2. Stormwater – The Rule C.5 Water Quality and Volume (hereafter Volume) requirement is for 2.8-inches over the new impervious area of 4,922 ft² and 0.8 inches over the redeveloped impervious area of 1,742 ft² for a total Volume requirement of 1,137± ft³, based on the simple method and using a run-off co-efficient of 0.9.

Proposed BMP Description	Location	Pretreatment:	Volume provided
Infiltration Basin	Near western property line, east of road	Grassed buffer strip	1,352 ft ³ below the outlet

The proposed BMP is an infiltration basin and is in compliance with Rule C.5. Soil borings show HSG – B soils and did not find indications of the high groundwater table within 10 feet of the surface. A grassed filter strip will provide pretreatment and the basin will drawdown within 48 hours.

Approximately 8.5% of the impervious area is not routed to the proposed infiltration basin. This area is on the entrance from Hamline Ave to the proposed road. The District Engineer finds that runoff from this area cannot be feasibly routed to a BMP due to the required slopes of the roads and the site. The District Engineer concludes that the volume requirement, in aggregate, is in compliance with Rule C.5.

The submitted modeling indicates that the applicant has rate controlled the 2, 10 & 100-year, 24-hour rainfall events, and the 10-day snowmelt event for the site, in aggregate. The rate increase

from the portion of the road draining to Hamline Avenue will cause no adverse impacts down gradient and the project is in compliance with Rule C.6.

Based on the provided modeling, the peak elevation of the infiltration basin during a 100-year storm event will be 913.04± ft. The overflow of the infiltration basin will drain along the property line/fence line and into Lake Josephine. The existing structures and future structures will not be in the same drainage area as the infiltration basin; therefore, Rule C.8(e) does not apply.

The proposed BMP was designed with additional capacity for the future development of the lots; however, each lot must meet the current RCWD rules, which may require a permit.

3. Wetlands – No wetland impacts are proposed.
4. Floodplain – The regulatory flood-plain elevation for Lake Josephine is 887.05 (NAVD 88). This project will not impact the regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include silt fence, and a rock construction entrance. The site will be re-vegetated with seed and fiber blankets. The area of disturbance is less than 1 acre, so an NPDES permit is NOT required for the project. The information listed under the Erosion and Sedimentation Control Recommendations needs to be submitted. Otherwise, the project complies with RCWD Rule D requirements.
6. Documenting Easements and Maintenance Obligations – Applicant needs to provide draft maintenance declaration for review, and receipt showing recordation once approved. (Roseville does not require easements on private stormwater management facilities).
7. Previous Permit Information – No previous permits for this site.

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.

Chris Buntjer 11-7-12

Chris Buntjer
MN Reg. No 48745

Greg Bowles 11/7/2012

Greg Bowles
MN Reg. No 41929



Permit Application Number:

12-085

Permit Applicant Name:

Hayes Elementary School Building Addition

Applicant:

Dennis Craft
Fridley ISD #14
6000 West Moore Lake Drive
Fridley, MN 55432
Ph: 763-502-5008
Fx: 763-502-5040
dennis.craft@fridley.k12.mn.us

Consultant:

Andrew LaPalme
VAA, LLC
2955 Xenium Ln N, Suite 10
Plymouth, MN 55441
Ph: 763-587-7312
alapalme@vaaeng.com

Ron Spoden
ATS&R
8501 Golden Valley Road, Suite 300
Minneapolis, MN 55427
Ph: 763-525-3218
Fx: 763-525-3289
rspoden@atsr.com

Project Name: Hayes Elementary School Building Addition

Purpose: FSD – Final Site Drainage; Proposed construction of a building addition to the north of the existing school and the removal/replacement of the bituminous play area

Site Size: 10.3± acres site; 2.5± acres disturbed area; 12,676± SF increase in impervious area

Location: 615 NE Mississippi Street NE, Fridley

T-R-S: NE ¼, Section 14, T30N, R24W

District Rule: C, D

Recommendations: 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.

Rule C - Stormwater

1. Applicant must label all emergency overflow locations on plans.

Rule D – Erosion and Sediment Control

2. 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.
 - (g) Provide documentation that an NPDES Permit has been applied for and submitted to the Minnesota Pollution Control Agency (MPCA).

Administrative

3. Permit application must be signed by the successful bidder.
4. Send one final, signed full sized plan set to the District, and e-mail a pdf copy to both the District and the District Engineer.

- The applicant must execute a maintenance agreement for Maintenance of Stormwater Management Facilities acceptable to District staff for proposed onsite stormwater management features. A draft document should be submitted to the District for consideration prior to execution. The process requires submittal of the final original signed agreement to the District. If the applicant needs an original signed agreement, then send two endorsed agreements.

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

- An as-built survey of all stormwater BMPs (ponds, rain gardens, trenches, swales, etc.) is to be submitted to the District for verification of compliance with the approved.

Exhibits:

- Plan set containing sheets G1 and L1-L8, dated and received 10-5-2012.
- Permit application, dated 10-5-2012 and received 10-5-2012.
- Permit application checklist, no date, received 10-5-2012.
- Storm water calculations dated and received 10-5-2012, containing summary, Hydraulic modeling for the 2-year and 100-year 24 hour rainfall events, and the 10-day snowmelt, and drainage maps for proposed and existing conditions, and geotechnical report (dated 8-8-2012).
- Redevelopment guidance worksheet, no date, received 10-19-2012.

Findings:

- Description – The redevelopment project proposes site improvements to the existing school, including a 7,183± SF building addition on the north side, relocation of existing bituminous play area, new sidewalks and a new parking lot. The project will disturb a total of 2.5± acres. The project will add approximately 0.29± acres of new impervious surface to the site, for a total post developed impervious area of 4.99± acres. Additionally, the project will disturb 0.50± acres of existing impervious surface. The project has two key discharge points. The first is too the west, behind the houses south of 66th Avenue NE. The second point is to the south Mississippi Street. Both drainage paths flow to city storm sewer and eventually to lower Rice Creek.
- Stormwater – The project is classified as a redevelopment, which will not disturb more than 50% of the parcel, nor increase the impervious area by more than 50%. As such, the Rule C.5 Water Quality and Volume (hereafter Volume) requirement is 2.8-inches over the increase in impervious area (0.29± acres) and 0.8-inches over the disturbed impervious surface (0.50± acres) for a Volume requirement of 3,960± cubic feet, using a 0.9 coefficient.

The Volume requirement will be met through three infiltration rain-gardens as described below:

Proposed BMP Description	Location	Pretreatment:	Volume treated
Rain-garden 1	Northwest property corner	Grass swale	5,184± cubic feet
Rain-garden 2	North of school building	Not required – infiltrating sidewalks and building roof	261± cubic feet
Rain-garden 3	Southwest property corner	Rip rap at curb cut	2,526± cubic feet

The applicant has provided 7,971± cubic feet of treatment via infiltration, and has complied with the Volume requirement of Rule C.5.

The applicant has provided calculations showing rate control at each of the key discharge points, and thus for the site, in aggregate. The District Engineer concurs with the calculations and finds the applicant has demonstrated compliance with Rule C.6

The pre-treatment items listed above are adequate to comply with Rule C.8(a)(1). The applicant submitted calculations showing of all the basins drawing down within 48-hours using a design rate of 0.6-inches per area. Soil borings indicated SP and SP-SM soils, The design rate is acceptable for the soil types, in compliance with Rule.8(a)(2). The soil borings showed mottles (indicative of the seasonal high water level) at elevation 854.3 near Rain-garden 1 and 857 near the building. This allows for three feet of separation in compliance with Rule C.8(a)(3). The site is located within a DWSMA zone, but not within 1-year emergency response zone (ERZ) as designated by the Minnesota Department of Health (MDH). The site use carries a low risk of generating significant pollutants and thus not expected to have an adverse effect on the drinking water supply.

The all three BMPs comply with the emergency overflow requirement of Rule C.8(e) for rain-gardens.

3. Wetlands – There are no wetlands located within the project area.
4. Floodplain – The site is not in a regulatory floodplain.
5. Erosion Control – Proposed erosion control methods include silt fence, inlet protection, bio-roll ditch check, erosion control blanket and rip rap. An NPDES permit is required for the project. The information listed under the Erosion and Sedimentation Control Recommendations needs to be submitted. Otherwise, the project complies with RCWD Rule D requirements.
6. Documenting Easements and Maintenance Obligations – Applicant must execute an agreement with the RCWD for the maintenance of the stormwater facilities to ensure proper functioning.
7. Previous Permit Information – No previous permit information was found for this site.

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.

 10-25-2012

Greg Bowles
MN Reg. No 41929

 10-25-12

Katherine MacDonald
MN Reg. No 44590

ITEMS REQUIRING BOARD ACTION

1. Consider Scheduling Public Hearing on the proposed alignment, dimension and grade of Anoka County Ditch 55- (Phil Belfiori)

MEMO

External Correspondence



Date: November 8, 2012

From: Chris Otterness, P.E.
Mark Deutschman, PhD., P.E.

To: Phil Belfiori
District Administrator, RCWD

Subject: Anoka County Ditch (ACD) 55 Historical
Review, Abandonment, Consolidation
and Division Proceedings

Cc: Tom Schmidt
File 5555-080.003

On October 23, 2012 the District held a Public Information Meeting at the Lino Lakes City Hall regarding the As-Constructed and Subsequently Improved Condition of Anoka County Ditch (ACD) 55. At this meeting, District staff, legal counsel and the District Engineer presented the history of the public drainage system, the Engineer's determination of the As-Constructed and Subsequently Improved Condition (ACSIC), and the planned sequence of event leading to a repair to the public drainage system (including consolidation, division and abandonment of the public drainage system per Minnesota per Minnesota Statute 103E).

Following the presentation, District staff, legal counsel and the District Engineer met with attendees (including public officials and benefitting landowners) to discuss specific issues related to the alignment, profile, and function for the ACSIC. During these discussions, the attendees provided no specific comments about modifying the ACSIC as presented during the public informational meeting. As such, there are currently proposed modifications to the ASIC as described the August 7, 2012 *Anoka County Ditch (ACD) 55 Historical Review* document. Please be advised that the ASIC determination may need to be revisited in the future, should additional information not currently known to the District, become available.

The Board may now wish to forward the *Anoka County Ditch (ACD) 55 Historical Review* memorandum to the DNR and the Soil and Water Conservation District for review. The Board may also wish to proceed with setting a date and location for a final hearing to take public comment and adopt findings to correct the public drainage system record following the consolidation, division and abandonment processes described within 103E.

RESOLUTION 2012-39

RICE CREEK WATERSHED DISTRICT BOARD OF MANAGERS

**FINDINGS AND ORDER
DIRECTING HEARING TO CORRECT DRAINAGE SYSTEM RECORD AND
IDENTIFY SCOPE OF DRAINAGE SYSTEM**

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

WHEREAS, On September 12, 2012 the Board of Managers, adopted Resolution 2011-35 initiating proceedings to correct the drainage system record and identify the scope of the functional public alignment of Anoka County Ditch 55.

WHEREAS, Resolution 2011-35 required (1) initiation of proceedings to correct the drainage system record and identify the functional alignment, dimension and grade of ACD 55 thereby describing the As Constructed and Subsequently Improved Condition; (2) continued discussions between its staff and affected landowners regarding future property development and the level of expected service provided by ACD 55 as an outlet for beneficial drainage; and (3) the setting of a date and location for an informational meeting for landowners affected by the drainage system.

WHEREAS, Requirements 1-3 of Resolution 2011-35 have been satisfied.

THEREFORE BE IT RESOLVED, the RCWD Board of Managers directs its staff to set a time and location for a final hearing on the functional alignment, dimension and grade of ACD 55, and give notice by publication to all persons interested in the drainage systems.

On the adoption of the Resolution and there were ___ yeas and ___ nays as follows:

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

Upon vote, the Chair declared the Resolution _____..

Harley Ogata, Secretary

Dated: November 14, 2012

* * * * *

I, Harley Ogata, 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 have hereunto set my hand this 14th day of November 14, 2012.

Harley Ogata, Secretary

ITEMS REQUIRING BOARD ACTION

2. Consider Engineering, Accounting and Legal Professional Services Interest Proposals for 2013 -2014. (Phil Belfiori)

MEMORANDUM
Rice Creek Watershed District

To: Board of Managers

Date: November 7, 2012

From: Phil Belfiori

Subject: Consideration of Engineering, Accounting and Legal Professional Services
Interest Proposals

Background / Discussion

On Tuesday November 6, 2012 a subcommittee of the Board met to review and screen the Professional Services Interest Proposals that were submitted to the District regarding engineering, accounting and legal services. The subcommittee was comprised of all five Board members. Phil Belfiori Administrator was also in attendance. The proposals received were in response to solicitation of interest requesting proposals for engineering, accounting and legal service for 2013 through 2014.

The District received 11 proposals for engineering services:

- Houston Engineering Inc
- TKDA
- Stantec
- Respec
- LimnoTech
- Emmons & Olivier Resources, Inc.
- HDR Engineering, Inc.
- SRF Consulting Group
- WSB and Associates
- Wenck Associates, Inc.
- G-Cubed Engineering

The District received 1 proposal for accounting services:

- HLB Tautges Redpath

The District received 2 proposals for legal services:

- Smith Partners
- Rinke Noonan

Subcommittee Recommendations

In regards to **engineering** services the subcommittee recommends:

- Retaining Houston Engineering Inc. to provide engineering services for the District for the years 2013- 14.
- Retain the Engineering consulting pool (which includes the following firms- G-Cubed, HDR, SRF Consulting, WSB & Associates, Wenck Associates Inc., EOR, TKDA, Stantec, Respec, LimnoTech) for the District for the years 2013-14..

In regards to **Accounting** services the subcommittee recommends:

- Retaining HLB Tautges Redpath to provide accounting services for the District for the years 2013- 14.

In regards to **legal** services the subcommittee recommends:

- Retaining Smith Partners and Rinke Noonan to provide legal services for the District for the years 2013 -14 consistent with current delineation of duties between the firms.

If approved, the resolutions would authorize the Administrator to enter into an extension of the existing agreements with each of the firms listed above and incorporate the attached 2013-14 fee schedules.

Attachments:

- Resolution 2012-40, 2012-41, 2012-42 and 2012-43 regarding retention of Engineering Services, Accounting Services, Legal Services, and Engineering Services Pool
- New billing rate tables for the firms in the RCWD Engineering services pool

RESOLUTION 2012-40

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

RETENTION of ENGINEERING SERVICES

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

WHEREAS Minnesota Statutes Section 103B.227 requires that at least every two years the District solicit proposals for professional services before retaining the services of a consultant or extending a services agreement, and the District has solicited and reviewed proposals in accordance with the statute;

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;

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.

On the adoption of the Resolution and there were __ yeas and __ nays as follows:

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

Upon vote, the Chair declared the Resolution _____.

Harley Ogata, Secretary

Dated: November 14, 2012

* * * * *

I, Harley Ogata, 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 have hereunto set my hand this 14th day of November 14, 2012.

Harley Ogata, Secretary

Fee Schedule

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. to Rice Creek Watershed District for 2013-2014. These rates reflect an 11% preferred client discount for 2013.

Personnel Category	2013 RCWD Rates	2014 RCWD Rates
Senior Project Manager	\$142	\$150
Project Manager	\$129	\$136
Project Engineer	\$118	\$124
Professional Engineer	\$105	\$111
Design Engineer	\$93	\$98
Graduate Engineer	\$83	\$88
Legislative/Grant Specialist	\$120	\$127
Expert Witness	\$156	\$165
Senior Envir. Project Manager	\$143	\$151
Senior Envir. Scientist	\$124	\$131
Envir. Scientist	\$107	\$113
Scientist	\$92	\$97
Graduate Scientist	\$83	\$88
Senior Designer	\$104	\$110
Designer	\$88	\$93
Senior Land Surveyor	\$116	\$122
Land Surveyor	\$98	\$103
Graduate Land Surveyor	\$83	\$88
Senior Construction Engineer	\$116	\$122
Construction Engineer	\$98	\$103
Graduate Construction Engineer	\$83	\$88
Senior Technician	\$83	\$88
Technician	\$76	\$80
Graduate Technician	\$65	\$69
Technician Intern	\$58	\$61
Senior GIS Project Manager	\$123	\$130
GIS Project Manager	\$109	\$115
GIS Developer	\$100	\$106
GIS Specialist	\$83	\$88
GIS Technician/Developer II	\$72	\$76
GIS Technician I	\$63	\$66
<u>Surveyors:</u> One Person Crew	\$100	\$106
Two Person Crew	\$125	\$132
Three Person Crew	\$158	\$167
Four Person Crew	\$176	\$186
CADD Manager	\$83	\$88
CADD Supervisor	\$76	\$80
Senior CADD Operator	\$65	\$69
CADD Operator	\$58	\$61
Computer Tech	\$102	\$108
Senior Admin. Asst.	\$58	\$61
Admin. Asst.	\$53	\$56

Chargeable Expenses

Subsistence	Actual Cost
Vehicles:	
2WD	IRS Standard Rate
4WD	IRS Rate + 0.20
GPS Equipment	\$25/hour/each
Robotic Total Station	\$20/hour
All Terrain Vehicle, Snowmobile, Boat	\$15/hour
Telephone, Fax, Mail	Actual Cost
Cost of surveying materials, printing, special equipment, and other materials required for the job	Actual Cost
Subconsultant (New)	Actual Cost
Monthly Retainer	\$3,250/month

Contact Us

Mark Deutschman
6901 E. Fish Lake Road, Suite 140
Maple Grove, MN 55369
Tel: 763.493.4522
Fax: 763.493.5572
houstoneng.com

RESOLUTION 2012-41

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

RETENTION of ACCOUNTING SERVICES

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

WHEREAS Minnesota Statutes Section 103B.227 requires that at least every two years the District solicit proposals for professional services before retaining the services of a consultant or extending a services agreement, and the District has solicited and reviewed proposals in accordance with the statute;

THEREFORE BE IT RESOLVED that the Board of Managers elects to extend the services agreement for accounting services with HLB Tautges Redpath for an additional two-year period;

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

On the adoption of the Resolution and there were __ yeas and __ nays as follows:

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

Upon vote, the Chair declared the Resolution _____.

Harley Ogata, Secretary

Dated: November 14, 2012

* * * * *

I, Harley Ogata, 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 have hereunto set my hand this 14th day of November 14, 2012.

Harley Ogata, Secretary

RESOLUTION 2012-42

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

RETENTION of LEGAL SERVICES

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

WHEREAS Minnesota Statutes Section 103B.227 requires that at least every two years the District solicit proposals for professional services before retaining the services of a consultant or extending a services agreement, and the District has solicited and reviewed proposals in accordance with the statute;

THEREFORE BE IT RESOLVED that the Board of Managers elects to extend the services agreement for legal services with Smith Partners and Rinke Noonan for an additional two-year period;

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

On the adoption of the Resolution and there were ___ yeas and ___ nays as follows:

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

Upon vote, the Chair declared the Resolution _____..

Dated: November 14, 2012

Harley Ogata, Secretary

* * * * *

I, Harley Ogata, 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 have hereunto set my hand this 14th day of November 14, 2012.

Harley Ogata, Secretary

RESOLUTION 2012-43

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

RETENTION of ENGINEERING SERVICES POOL

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

WHEREAS Minnesota Statutes Section 103B.227 requires that at least every two years the District solicit proposals for professional services before retaining the services of a consultant or extending a services agreement, and the District has solicited and reviewed proposals in accordance with the statute;

WHEREAS, in addition to retaining the District Engineer, the Board of Managers has also elected to maintain a pool of engineering firms available to provide consulting services for selected projects based on specific task orders;

THEREFORE BE IT RESOLVED that the Board of Managers elects to extend the services agreement for engineering services the following firms to serve as the engineering pool for an additional two-year period (2013 – 2014):

- Emmons & Olivier Resources, Inc.
- G-Cubed Engineering
- HDR Engineering, Inc.
- LimnoTech
- Respec
- Stantec
- SRF Consulting Group
- TKDA
- WSB and Associates
- Wenck Associates, Inc.

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

On the adoption of the Resolution and there were ___ yeas and ___ nays as follows:

	Yea	Nay	Absent
WALLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HAAKE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OGATA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WAGAMON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PREINER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution _____..

Dated: November 14, 2012

Harley Ogata, Secretary

* * * * *

I, Harley Ogata, 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 have hereunto set my hand this 14th day of November 14, 2012.

Harley Ogata, Secretary

Derek Lash, PE, CPESC – Civil Engineer

BS Civil Engineering, Michigan Tech. University, 2000



Derek Lash is a Civil Engineer and Erosion Control Specialist with 15 years experience in the design, documentation, and mgmt. of civil engineering projects including transportation, LID design, stormwater mgmt., and wetland restoration. Derek’s background in geotechnical engineering, erosion control, and wetland ecology provide a depth of knowledge to EOR’s engineering, site design, water quality, and ecorestoration projects. Working as an engineer for a major land development company located in RCWD, Derek has hands on experience with permitting, design and implementation of projects in the Watershed.

Jason Naber – Senior Partner and Biologist

BA Biology, St. John’s University, 1992



Jason Naber has 23 years of experience in natural and water resources management, Jason has been involved with the development of several resource mgmt. plans (RMP), comprehensive wetland management plans (CWMP), and in the implementation of total maximum daily load (TMDL) studies. Jason is very well versed in local, state and federal environmental regulations and permitting programs, has served on multiple technical advisory committees. Jason’s involvement in RCWD since 2001 has helped shape the resource management policies and rules of the District.

Brad Aldrich, ASLA, LEED AP BD+C – Landscape Architect

MLA Landscape Architecture, University of Minnesota, 2004

BED Environmental Design, Minor in Urban Studies, University of Minnesota, 2000



Brad has 11 years of experience as a landscape architect creating sustainable and responsible site design solutions for a variety of projects. Brad has been involved on projects that range in scale and scope from small, intensive infiltration community rain garden designs to larger, urban sited projects which have integrated several community groups, multiple trail systems, and a variety of different natural habitat conditions.

EOR 2013 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Professional 1	\$87.00
Professional 2	\$107.00
Professional 3 (Aldrich, Almer, Hill, Lash).....	\$131.00
Professional 4 (Naber)	\$145.00
Technician 1	\$62.00
Technician 2	\$75.00
Technician 3	\$88.00
Principal Partner (Emmons)	\$173.00
Support Staff	\$56.00

G-Cubed Inc.

Engineering, Surveying, & Planning

14070 Hwy 52 SE Chatfield, MN 55923

Phone: 507-867-1666

Fax: 507-867-1665

January 1, 2013

Re: Fee Schedule

Our fee schedule is as follows:

- 3 man Survey Crew with 2 GPS controllers \$270/hr
- 2 man Survey Crew \$201/hr
- 1 man Survey Crew \$169/hr
- Soil Boring Rig \$153/hr
- Administrative Engineer \$169/hr
- Principal Engineer \$143/hr
- Principal Land Surveyor \$143/hr
- Design Engineer \$116/hr
- Engineering Specialist \$121/hr
- Engineering Aide \$87/hr
- Administrative \$63/hr
- Printing / Plotting Services

<u>Size</u>	<u>B&W</u>	<u>Color</u>
8.5"x11"	\$0.10/sheet	\$0.50/sheet
8.5"x14"	\$0.15/sheet	\$1.00/sheet
11"x17"	\$0.20/sheet	\$2.00/sheet
Plot	\$1.40/s.f.	\$2.00/s.f.
- Trimming/Folding = \$30.00/hour
- Travel Expenses
 - Hotels are billed per submitted invoice. Meals are invoiced at \$9.00, \$13.00, and \$25.00 for breakfast, lunch, and dinner respectively.

We do not bill any charges for mileage or equipment rental. Application fees paid by G-Cubed Inc. on behalf of the client will be invoiced to the client, subject to carrying fees for unpaid invoices.

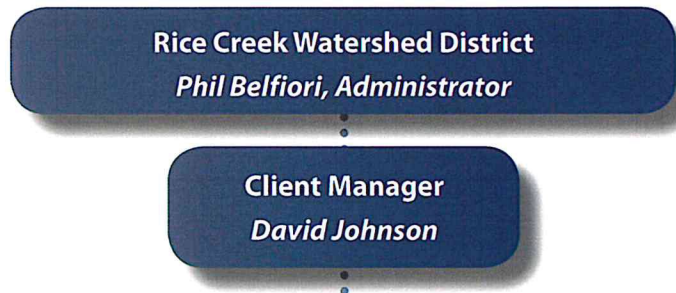
Feel free to contact us if you have any questions or need additional information.

Sincerely,



Geoffrey G. Griffin PE LS

Team Organization



HDR Technical Resources

<u>Project Management Engineering Services</u> <i>Matt Redington, PE</i>	<u>Hydrology/Hydraulics</u> <i>Jeff Christopherson, PE</i>	<u>Water Quality</u> <i>Lorin Hatch, PhD Andy Thuman, PE</i>	<u>Flood Management</u> <i>Nate Dalager, PE</i>
<u>Watershed Ecology</u> <i>Shawn Tracy</i>	<u>Stakeholder Involvement and Outreach</u> <i>Della Young</i>		<u>Stream Restoration</u> <i>Katy Thompson, PE</i>

HDR's 2013-2014 Rates

HDR's rate schedule is outlined below.

Classification	2013 Rate Range	Classification	2013 Rate Range
Principal	\$199 – 274	Engineer-in-Training	\$67 – 108
Principal Scientist	\$177 – 245	GIS Specialist	\$98 – 125
Principal Planner	\$177 – 245	Designer/Technician – III Designer/Technician – II Designer/Technician – I (intern only)	\$88 – 113
Senior Architect/Engineer	\$143 – 226		\$72 – 97
Project Engineer	\$100 – 165		\$57 – 84
Project Scientist	\$90 – 142	Clerical	\$ 69 – 94
<i>Rates in effect until December 31, 2013. Rates for 2014 may increase 3%.</i>			
Other Expenses			
Direct Expenses Computers/Technology Charges Billed per labor hour Specialty Software			\$3.70/Hr. As Provided
Travel Costs Mileage Auto Rental, Lodging, Meals, Fuel, Airline Tickets, Taxi, Parking			IRS Allowable At Cost
Outside Expenses Including but not limited to; photographs, printing, duplicating, color copies, plotting, binding, plan reproduction, express mail, couriers, telephone, project specific materials, equipment rental and maps			At Cost
Subconsultants			At Cost

CURRENT FEE SCHEDULE

Labor Billing Rates

Category	Rate \$/hr.*
Principal/Sr. Scientist	220
Principal / Officer/Sr. Scientist	185
Senior Engineer/Scientist	165
Senior Project Engineer/Scientist II	155
Senior Project Engineer/Scientist I	140
Project Engineer/Scientist III	125
Project Engineer/Scientist II	115
Project Engineer/Scientist I	110
Engineer/Scientist	90
Environmental Specialist	105
Field Supervisor	100
Clerical/Ast. Project Mgr.	70

This table represents projected rates for the 2013-2014 fiscal year at the time of this submittal. These rates may be subject to slight adjustment in accordance with annual financial reviews.

wetlands, and temporary and permanent erosion control measures. He has served as project manager on a variety of projects for numerous local and state government agencies.

Ms. Teresa Patterson, P.E., CFM, Project Engineer. Ms. Patterson is a Water Resource Engineer and Certified Floodplain Manager with 13 years of engineering experience in stormwater planning and design. She has substantial experience in hydrologic and hydraulic modeling using Rational Method, **CUHP**, **SWMM**, **HEC-HMS**, **HEC-RAS**, and **Flo-2D**. Ms. Patterson has completed numerous master planning and floodplain analysis studies as well as construction plans and specifications for a broad range of stormwater design projects.

Mr. Rich Ommert, P.E.—Project Engineer. Mr. Ommert is a Water Resource Engineer with 15 years of experience in stormwater planning and design. He has substantial drainage experience including hydrologic modeling using **CUHP**, **UDSWM**, **SCS TR-20**, and **HEC-HMS**. He has completed bridge hydraulic and floodplain evaluations using **HEC2** and **HEC-RAS** drainage infrastructure analyses and design and permanent stormwater-quality designs for many CDOT transportation projects.

Mr. Joe Pallardy, M.S. Staff Scientist/Research Analyst. Mr. Pallardy is an expert in water-quality monitoring, TMDL studies using **FLUX** and **BATHTUB** models, statistical analyses, watershed analysis and management, and biologic assessments. Mr. Pallardy has extensive experience with indices of biological integrity including floristic indices for determining biotic integrity on over 50 lakes. He also specializes in fisheries research and stressor I.D. protocols for assessing and addressing biotic stressor issues for biotic impairments.

Table 1. RESPEC Billing Rates

Professional Consulting Labor Billing Rates						
Effective January 1, 2013, through December 31, 2014						
Hourly Labor Billing Rate						
Labor Category	I	II	III	IV		
Principal Consultant	\$190	\$195	\$200	\$205		
Resident Consultant	\$170	\$175	\$180	\$185		
Senior Staff Scientist	\$160	\$165	\$170	\$175		
Senior Staff Geologist	\$160	\$165	\$170	\$175		
Staff Scientist	\$155	\$160	\$165	\$170		
Resident Research Engineer	\$155	\$160	\$165	\$170		
Staff Consultant	\$145	\$150	\$155	\$160		
Project Engineer	\$125	\$130	\$135	\$140		
Project Analyst	\$120	\$125	\$130	\$135		
Staff Engineer	\$105	\$110	\$115	\$120		
Staff Analyst	\$90	\$95	\$105	\$115		
GIS Analyst	\$90	\$95	\$105	\$115		
Staff Geologist	\$90	\$95	\$105	\$115		
Watershed Scientist	\$90	\$95	\$105	\$115		
GIS Developer	\$90	\$95	\$105	\$115		
Engineer	\$85	\$90	\$95	\$100		
Analyst	\$80	\$85	\$90	\$95		
Geologist	\$80	\$85	\$90	\$95		
Hourly Labor Billing Rate						
Support Labor Category	I	II	III	IV	V	VI
Engineering Technician	\$65	\$70	\$75	\$90	\$95	\$100
AutoCAD Technician	\$70	\$75	\$80	\$85	\$95	\$105
GIS Technician	\$65	\$70	\$75	\$80	\$90	\$100
Support Staff	\$55	\$60	\$70	\$75	\$80	\$85
Seasonal Technician	\$40	\$45	\$50	\$55	\$60	\$65

A General and Administrative Expense of 15% will be added to travel, computer expenses, subcontracts, and other direct costs.

SRF TECHNICAL EXPERTISE

The following table provides an overview of the breadth of experience found with the staff at SRF. The table includes staff that regularly design and construct elements found in the RCWD CIP and identifies the

individual who would lead the effort given a specific project type as well as key staff based on their respective experience.

● = Project Leader
 ■ = Key Staff

Team Member	Expertise	Years of Experience	TMDL Implementation	Feasibility Studies, Project Design and Construction Oversight			
				Stream Bank and Ravine Stabilization/Restoration	Stormwater / Surface Water Treatment BMPs	Urban Stormwater Retrofit & Remediation	Construction Oversight
David Filipiak	Water Resource Engineer	29	●	■	■	■	■
Walter Eshenaur	Biosystems Engineer	26	■	●	■	■	■
Lisa Goddard	Water Resource Engineer	15	■	—	●	■	■
Eric Roerish	Water Resource Engineer	13	■	■	■	●	■
Angela Gorham	Biosystems Engineer	3	—	■	■	—	—
Joni Giese	Landscape Architect	17	■	—	■	—	■
Sean Jergens	Landscape Arch/Plant Specialist	8	■	■	■	—	■
Bob Moore	Construction Oversight	22	■	—	—	■	●
Greg Eckblad	Construction Oversight	31	■	—	—	■	■
Jeff Olson	Wetland Scientist	21	■	■	■	—	—
Matt Meyer	Wetland Scientist	8	■	■	■	—	—

SRF'S BILLING RATES

SRF's billing rates are presented below.

Classification	2013		2014	
	2013	2014	2013	2014
Principal	\$168 - \$201	\$168 - \$209	\$71 - \$116	\$71 - \$120
Senior Associate	\$144 - \$190	\$144 - \$197	\$59 - \$131	\$59 - \$136
Associate	\$119 - \$167	\$119 - \$173	\$79 - \$131	\$79 - \$136
Senior Professional	\$93 - \$167	\$93 - \$173	\$67 - \$92	\$67 - \$95

Watershed Team



Phillip Elkin, PE will be your primary contact; responsible for coordinating all projects for the RCWD. An urban stormwater management specialist, Phillip has a thorough knowledge of surface water management planning; hydrology/ hydraulic modeling; stormwater Best Management Practice design; and stormwater utilities. Phillip also has extensive experience with municipal design projects, MnDOT drainage design, coordinating municipal project with jurisdictional Watersheds, and securing grant funding for stormwater-related projects.



Wetland scientist **Ben Meyer** is experienced in wetland delineations, natural resource inventories/evaluations, wetland monitoring, and environmental documentation technical support. Ben works with applicants and regulatory agencies to obtain permits through Section 404 process of the Clean Water Act, MN Wetland Conservation Act, MN Department of Natural Resources, watershed districts and municipalities. He assists eight Minnesota municipalities in administering the Wetland Conservation Act and acts as their wetland specialist.



Water resource specialist **John Smyth** has more than 16 years of experience in bioengineering/erosion control in both urban and rural settings. John has assisted in developing wetland/water resource protection ordinances for the several Minnesota cities. His experience with ordinance rule compliance includes serving on the Technical Evaluation Panel and/or helping to administer the Wetland Conservation Act Rules and local wetland/water resource ordinances for several communities including the cities of Farmington, Sartell, Orono and Wayzata.



Mark Janovec, PG is a groundwater hydrology expert specializing in groundwater modeling, water supply research, and wellhead delineation protection planning. His experience includes aquifer testing and analysis, water supply planning, watershed/ stormwater monitoring, groundwater contamination cleanup, and AUAR development (ground water planning). Mark's modeling expertise includes MLAEM and MODFLOW. Mark has performed aquifer testing studies in more than 20 Minnesota communities.

Fee Proposal

Key Staff Billing Rates:

Phillip Elkin	\$133	John Smyth	\$144
Ben Meyer	\$104	Mark Janovec.....	\$125

Billing Rates for other Job Classification Categories:

Principal	\$119-\$149	Engineering Technician	\$65-\$98
Project Manager	\$115-\$144	Field Supervisor	\$88-\$135
Engineer/Planner/Scientist/Geologist ..	\$83-\$119	Crew Chief	\$68-\$107
Designer/GIS/Landscape Designer	\$82-\$104	Survey Technician	\$46-\$67



**Rice Creek Watershed District
Request for Professional Services - Engineering
Letter of Interest**

2013-2014 SCHEDULE OF BILLING RATES

<u>Classification</u>	<u>Range of Hourly Billing Rates</u>
Senior Registered Engineer, Architect, Landscape Architect, or Senior Planner	\$ 114.00 to \$ 268.00
Engineering, Architectural, or Planning Specialist II	\$ 123.00 to \$ 193.00
Engineering, Architectural, or Planning Specialist I	\$ 78.00 to \$ 159.00
Registered Engineer, Architect, Landscape Architect, Planner, or Certified Interior Designer	\$ 72.00 to \$ 178.00
Graduate Engineer, Architect, Landscape Architect, Planner, or Interior Designer	\$ 60.00 to \$ 134.00
Technician III*	\$ 60.00 to \$ 112.00
Technician II*	\$ 60.00 to \$ 112.00
Technician I*	\$ 33.00 to \$ 69.00
<u>Key Personnel</u>	
Patrick J. McLarnon, PH Engineering Specialist I	\$ 122.62
Matthew A. Wassman, PE Registered Engineer	\$ 128.39
Christopher E. Horsmann Engineering Specialist I	\$ 93.94
Adam Petersen, PE Registered Engineer	\$ 82.52
Richard L. Gray, ASLA Senior Registered Landscape Architect	\$ 138.87
Larry D. Bohrer, PE Senior Registered Engineer	\$ 187.20

In addition to the hourly charges, TKDA shall be reimbursed for the following expenses when incurred in the performance of the work:


1. Vehicle mileage at current IRS rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Identifiable reproduction and reprographic costs.

* For hours worked over 40 hours per week individuals will be paid one and one-half times the above rates.

Schedule 3000-S30

SIGNATURES

TKDA thanks Rice Creek Watershed District for the opportunity to submit our qualifications, and we look forward to working with the District in the near future.



 Patrick J. McLarnon, PH



 Kevin R. Cullen, PE; Vice President



Wenck Associates, Inc.
 1800 Pioneer Creek Center
 P.O. Box 249
 Maple Plain, MN 55359-0249

(800) 472-2232
 (763) 479-4200
 Fax (763) 479-4242
 wenckmp@wenck.com
 www.wenck.com

WENCK ASSOCIATES, INC.
 PROFESSIONAL ENGINEERING FEE SCHEDULE
 JANUARY 2013

	<u>Hourly Rate</u>
General Office	\$69.00
Clerical	\$76.00
Technician/Word Processor	\$84.00
Field Technician/Sr. Word Processor	\$97.00
Junior Engineer/Junior Scientist	\$105.00
Assistant Engineer/Assistant Scientist	\$114.00
Engineer/Scientist	\$129.00
Engineer II/Scientist II	\$137.00
Engineer III/Scientist III/Designer	\$150.00
Senior Engineer/Senior Scientist	\$163.00
Project Engineer/Project Professional	\$175.00
Supervising Engineer/Supervising Professional	\$189.00
Project Manager/Project Professional	\$201.00
Senior Project Manager/Senior Professional	\$218.00
Program Manager	\$231.00
Principal Engineer I/Principal Scientist I	\$249.00
Principal Engineer II/Principal Scientist II	\$261.00
Officer	\$275.00

- *Subcontracted services will be billed at cost plus 15 percent.*
- *Mileage will be billed at the IRS approved rate.*
- *Reproductions will be billed at the rate of \$0.15 per copy.*
- *AutoCAD/Intergraph/GIS/Modeling will be billed at a rate of \$10.00/hour.*
- *Invoices are due upon presentation. Invoice balances not paid within thirty (30) days of invoice date are subject to 1-1/2% (18% annual) interest or finance charge.*
- *Rates to be adjusted annually.*

Experience

Stormwater Management Plans

WSB has extensive experience in developing stormwater management plans. Our team has worked with numerous cities to address specific issues, and to balance the needs of residents with the desires of the local governmental agencies. WSB has developed stormwater management plans for the following cities:

- St. Antony, MN
- Circle Pines, MN
- New Brighton, MN
- Hugo, MN
- Mahtomedi, MN
- Richfield, MN
- Minnetrista, MN
- Roseville, MN
- Nothfield, MN
- Savage, MN
- Shakopee, MN

Water Quality Planning and Lake Restoration

- Designed and constructed Crystal Lake Flocculation Treatment System, Robbinsdale, MN
- Completed a Study and report on quality of water of lakes within Lakeville, MN.
- Completed a Study and report for the Golden Lake Wetland Treatment System in Circle Pines, MN. This also included construction of this facility.
- Project Manager for design of improvements to a trout stream in Shakopee, MN.
- Preparation of a water quality management plan for the City of Shakopee that received the first NPDES Permit for non-point source discharge to the Minnesota River.

Wetland Delineation, Mitigation Design, and Permitting

WSB has extensive experience in wetland delineation and mitigation. Our team has delineated hundreds of wetlands in the metro and outstate areas for clients. Many of these projects also included obtaining permits from local, state, and federal agencies, as well as designing sustainable wetland mitigation sites. Some of the projects include:

- Public Works Facility Upgrades (Lino Lakes)
- TH 61/147th Street (City of Hugo)
- CSAH 14 Design-Build (Anoka County)
- Otter Lake Road – Phase I (Lino Lakes)
- 2013 Street Improvements – Phase I, Historic District (City of Mahtomedi)
- Swamp Lake Mitigation site (21 acres), Shakopee and Scott County

Work with Watershed Management Organizations

- Currently serves as engineer for the Gun Club Lake WMO
- Completed watershed management plans for:
 - Pioneer-Sarah Creek Watershed Commission
 - Lower Mississippi River WMO
 - Gun Club Lake WMO
 - Richfield-Bloomington WMO
 - Elm Creek Watershed Commission
 - Upper Rum River WMO

	Billing Rate/Hour
Principal	\$142
Associate	\$133
Senior Project Manager	\$124 \$133 \$142
Project Manager	\$109 \$116 \$124
Project Engineer	\$94 \$101 \$109 \$116 \$124
Graduate Engineer	\$75 \$80 \$85 \$90
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$101 \$109 \$116 \$124 \$133
Landscape Architect / Planner / GIS Specialist	\$62 \$69 \$76 \$83 \$90 \$96
Engineering Specialist / Senior Environmental Scientist	\$85 \$90 \$96 \$102 \$110 \$118
Engineering Technician / Environmental Scientist	\$49 \$56 \$63 \$69 \$75 \$80
Construction Observer	\$82 \$87 \$92 \$97 \$102
Coring Crew	
One-Person Crew	\$165
Two-Person Crew	\$230
Survey Crew	
One-Person Crew	\$114
Two-Person Crew	\$149
Three-Person Crew	\$174
Underwater Inspection Dive Team	\$400
Office Technician	\$40 \$62 \$72 \$79

ITEMS REQUIRING BOARD ACTION

3. Consider Extension for Connexus Energy Purchase Agreement. (Phil Belfiori)

FOURTH EXTENSION OF AND MODIFICATION OF VACANT LAND PURCHASE AGREEMENT

1. On June 1, 2011, the **Rice Creek Watershed District**, of 4325 Pheasant Ridge Drive, Suite 611, Blaine, Minnesota ("Seller"), and **Connexus Energy**, of 14601 Ramsey Blvd., Ramsey, Minnesota ("Buyer") entered into a purchase agreement for the purchase of real property located in the City of Columbus, County of Anoka, State of Minnesota, which was generally described therein.
2. The original purchase agreement was subsequently modified and extended by agreement of the parties, specifying the legal description of the parcel to be purchased and setting a new closing date of June 1, 2012.
3. A second extension and modification was executed by the parties extending the closing date to September 1, 2012.
4. A third extension and modification was executed by the parties extending the closing date to November 15, 2012
4. Though both parties have proceeded in good faith and with due diligence to clear the contingencies, it is unlikely that the closing can occur by November 15, 2012. The parties agree, however, that closing will occur for the purchase of the property.
5. To allow additional time under the original purchase agreement, both parties agree to extend the terms of the purchase agreement as provided in this extension.
6. **NEW CLOSING DATE.** Closing shall take place no later than January 1, 2013, or within fifteen (15) days from the date Buyer waives its contingencies set out in the original purchase agreement and subsequent modifications.
7. The remaining provisions of the original purchase agreement and first and second and third extensions and modifications of vacant land purchase agreement are unchanged.
8. Agreed to by the parties on the date indicated.

RICE CREEK WATERSHED DISTRICT
By_ _____
Its:_____
Dated:_____

CONNEXUS ENERGY, BUYER SELLER
By: _____
Its:_____
Dated:_____

ITEMS REQUIRING BOARD ACTION

4. Consider Minnesota Association of Watershed Districts Resolutions for Annual Meeting and Delegate Appointment & Proxy Form. (Phil Belfiori)

MEMORANDUM
Rice Creek Watershed District

To: Board of Managers

Date: November 8, 2012

From: Phil Belfiori

Subject: 2012 MAWD Resolutions – RCWD Voting Instructions

Background / Discussion

Listed below is a summary that outlines each of the proposed MAWD resolutions that will be acted on at this year’s meeting in Alexandria on November 29 -December 1, 2012. Also provided is a recommendation on what the District’s position might be for each of the resolutions.

2012 MAWD Proposed Resolutions – RCWD Position

MAWD Resolution/Policy Committee Review and Recommendations (attached).

--

Resolution #1: Revision to Adopted Rule Publication Requirement. Valley Branch WD.

Summary: Resolution requests MAWD to support Revisions to MS 103D.341Subd.2 (c) to allow alternatives to publishing complete set of adopted rules in the legal or simply strike the adopted rules phrase from the statue as follows: “For each county affected by the watershed district, the managers must publish a notice of hearings in one or more legal newspapers published in the county and generally circulated in the watershed district”

MAWD Committee Recommendation: The Committee recommends no action be taken on this resolution and that it be tabled. Presently, the BWSR interprets this statute to not require full publication of adopted rules, thus eliminating the need for this resolution.

Recommended RCWD position: Support MAWD committee recommendation.

Resolution #2: Establishing a Ban on the Use of Coal Tar Sealants. Minnehaha Creek WD

Summary: Resolution requests MAWD support legislation that will ban the use of coal tar based sealant products within the State of Minnesota, in order to protect, restore, and preserve the quality of its waters.

MAWD Committee Recommendation: The Committee recommends that this resolution be forwarded to the full membership for discussion and action. Pending additional information being provided to the Committee prior to the membership meeting the Committee may provide a recommendation at the Annual Meeting.

MEMORANDUM
Rice Creek Watershed District

Recommended RCWD position: Support adoption of resolution.

RCWD has recently faced the issue of PAH contamination causing significant higher disposal costs as part of the Oasis Pond project in Roseville in 2010/11. There are currently 26 MN cities with bans, and a state-wide approach would provide consistency across jurisdictions in the state. It has been banned in Washington State as well as in Washington DC. Jet-Black (a major supplier/applicator in MN) has announced a voluntary phase-out of coal-tar sealants, and the national chains Home Depot and Lowes no longer carry them.

Resolution #3: Licensing of Drivers of Motorized Watercraft. Minnehaha Creek WD

Summary: The resolution requests MAWD support legislation that will require that Minnesota residents who operate non-commercial motorized watercraft be trained, tested, and licensed. The resolution proposes licensing both for safety consideration related to operating motorized watercraft and also to train watercraft owner and operators on methods to slow the spread of Aquatic Invasive Species (AIS).

MAWD Committee Recommendation: The committee does not believe the "licensing" of operators of motorized watercraft and the accompanying public safety issues are necessarily within the purview of water management authorities. But, that being said, the Committee does believe there is a clear water management interest in controlling the spread of AIS in Minnesota. The Committee therefore recommends the adoption of an operator's certificate for all watercraft through the DNR which could be tied to a drivers license through the endorsement process similar to what is presently being done for firearms and snowmobile safety programs. The Committee proposes the following resolution for consideration:

AIS CERTIFICATION OF OPERATORS OF WATERCRAFT

WHEREAS, persons operating watercraft are not required in Minnesota to be Aquatic Invasive Species (AIS) trained and certified; and

WHEREAS, there is a need for a minimum of knowledge of AIS and associated boating responsibilities in operating watercraft in Minnesota; and

WHEREAS, requiring an AIS certification for watercraft operators will further the knowledge of boating laws and regulations related to AIS; and

WHEREAS, information about laws and practices regarding watercraft transport of aquatic invasive species (AIS) should be included in the training and testing materials required for certification, and this required education can further the State's objective of preventing the spread of AIS; and

MEMORANDUM
Rice Creek Watershed District

WHEREAS, a revocable AIS operators certificate for egregious non-compliance of AIS statutes and rules will further enhance actions or behaviors in watercraft operations; and

WHEREAS, the on-line training and AIS certification boat-decal program scheduled to take effect in 2015 will affect all watercraft operators; and

WHEREAS, a program of training and testing for certification to operate watercraft can provide greater protection to the integrity of aquatic plant and animal communities throughout Minnesota.

NOW, THEREFORE, BE IT RESOLVED that the Minnesota Association of Watershed Districts supports legislation that will require that all operators of non-commercial watercraft be AIS trained, tested, and certified.

Recommended RCWD position – Support resolution as amended by the MAWD committee. The proposed on-line training program, which would define practices to limit AIS transport, would seem to be a cost effective method to “phase in” a comprehensive AIS prevention and enforcement program that could be implemented/coordinated at the State Agency level.



Land and Water Shall be Preserved

Minnesota Association of Watershed Districts

540 Diffley Road
St. Paul, MN 55123

Phone: 651-452-8506
Fax: 651-686-8679

www.mnwatershed.org
E-mail: raybohnmg@aol.com

Nov 2, 2012

TO: Watershed Districts

FROM: Larry Kuseske, Chair, MAWD Resolutions/Policy Committee

RE: 2012 MAWD Proposed Resolutions Recommendations

Please find attached three proposed resolutions and Resolution/Policy Committee recommendations for consideration at our upcoming Annual Meeting. The MAWD Resolutions/Policy Committee will meet on Friday, November 30 at 8:00 am to hear from any of the Watershed District who proposed these resolutions or from anyone else interested in addressing the committee regarding the resolutions and corresponding recommendations.

We ask that your board of managers take the time to review these pending resolutions and committee recommendations and come prepared to discuss and vote on these at our Annual Meeting on November 30 & December 1, 2012.

Resolution #1: Revision to Adopted Rule Publication Requirement. Valley Branch WD
Resolution #2: Establishing a Ban on the Use of Coal Tar Sealants. Minnehaha Creek WD
Resolution #3: Licensing of Drivers of Motorized Watercraft. Minnehaha Creek WD

Resolution #1: Resolution #1: Revision to Adopted Rule Publication Requirement. Minnehaha Creek WD.

Recommendation: The Committee recommends no action be taken on this resolution and that it be tabled. Presently, the BWSR interprets this statute to not require full publication of adopted rules, thus eliminating the need for this resolution.

Resolution #2: Establishing a Ban on the Use of Coal Tar Sealants. Minnehaha Creek WD

Recommendation: The Committee recommends that this resolution be forwarded to the full membership for discussion and action. Pending additional information being provided to the Committee prior to the membership meeting the Committee may provide a recommendation at the Annual Meeting.

Resolution #3: Licensing of Drivers of Motorized Watercraft. Minnehaha Creek WD

Recommendation: The committee does not believe the "licensing" of operators of motorized watercraft and the accompanying public safety issues are necessarily within

the purview of water management authorities. But, that being said, the Committee does believe there is a clear water management interest in controlling the spread of AIS in Minnesota. The Committee therefore recommends the adoption of an operator's certificate for all watercraft through the DNR which could be tied to a drivers license through the endorsement process similar to what is presently being done for firearms and snowmobile safety programs. The Committee proposes the following resolution for consideration:

AIS CERTIFICATION OF OPERATORS OF WATERCRAFT

WHEREAS, persons operating watercraft are not required in Minnesota to be Aquatic Invasive Species (AIS) trained and certified; and

WHEREAS, there is a need for a minimum of knowledge of AIS and associated boating responsibilities in operating watercraft in Minnesota; and

WHEREAS, requiring an AIS certification for watercraft operators will further the knowledge of boating laws and regulations related to AIS; and

WHEREAS, information about laws and practices regarding watercraft transport of aquatic invasive species (AIS) should be included in the training and testing materials required for certification, and this required education can further the State's objective of preventing the spread of AIS; and

WHEREAS, a revocable AIS operators certificate for egregious non-compliance of AIS statutes and rules will further enhance actions or behaviors in watercraft operations; and

WHEREAS, the on-line training and AIS certification boat-decal program scheduled to take effect in 2015 will affect all watercraft operators; and

WHEREAS, a program of training and testing for certification to operate watercraft can provide greater protection to the integrity of aquatic plant and animal communities throughout Minnesota.

NOW, THEREFORE, BE IT RESOLVED that the Minnesota Association of Watershed Districts supports legislation that will require that all operators of non-commercial watercraft be AIS trained, tested, and certified.

If you have any questions regarding any of these resolutions we suggest you contact the respective watershed district that presented the proposal. Questions on any committee actions can be directed to Ray Bohn at the MAWD office. Thank you.

2012 MAWD Resolutions Background Information

Proposing District: **Valley Branch Watershed District**

Contact Name: **John Hanson, District Engineer**

Phone Number:

(day) **952-832-2622**

(cell) **612-590-1785**

(evening) **612-590-1785**

Email Address: **jhanson@barr.com**

Resolution Title (brief subject statement): **Revision to Adopted Rule Publication Requirements**

Factual points which provide background to, or a basis for, the issue addressed by Resolution:

1. **Minnesota Statute 103D.341, Subdivision 1 requires all watershed districts to adopt rules.**
2. **Minnesota Statute 103D.341, Subdivision 2(c) states, “For each county affected by the watershed district, the managers must publish a notice of hearings and adopted rules in one or more legal newspapers published in the county and generally circulated in the watershed district.”**
3. **Publishing a complete set of adopted rules in a legal newspaper can be expensive.**
4. **Publishing a notice in the watershed district’s legal newspaper(s) and providing the draft rules on a website(s) and in hard copy upon request would save taxpayers money and would allow for public comment prior to the adoption of the rules.**
5. **Continuing to post the adopted rules to a watershed district’s website and providing paper copies upon request would be less expensive than publishing the adopted rules in the watershed district’s legal newspaper(s).**
6. **Board of Water and Soil (BWSR) staff have indicated that publishing the complete set of adopted rules in the legal newspaper(s) is not necessary. The opinion of BWSR staff is that, rather than publishing all of the adopted rules, watershed districts can publish notice that a hearing(s) was or were held and certain rules (type or relating to or summary) were adopted. However, Minnesota Statute 103D.341 should be clarified to be consistent with this interpretation.**

Based upon the above facts, what is the proposed solution to the problem discussed above:
Revise Minnesota Statute 103D.341, Subd. 2(c) to allow alternatives to publishing a complete set of adopted rules in the legal newspaper (e.g., publish a list where the

adopted rules can be viewed/obtained (website, office address) or simply strike the adopted rules phrase from the statute as follows:

“For each county affected by the watershed district, the managers must publish a notice of hearings ~~and adopted rules~~ in one or more legal newspapers published in the county and generally circulated in the watershed district.”

Likely Reaction by the Public or Other Governmental Units:

Indifference; however, newspaper publishers might oppose changing the publishing requirement because they would lose revenue.

This issue is of importance (Check one):

To just our District: _____

To just our Region: _____

To the entire State: X

**VALLEY BRANCH WATERSHED DISTRICT
RAMSEY AND WASHINGTON COUNTIES, MINNESOTA
RESOLUTION NUMBER 2012 - 01**

A RESOLUTION REGARDING PUBLISHING ADOPTED WATERSHED DISTRICT RULES

WHEREAS, Minnesota Statute 103D.341, Subdivision 1 requires all watershed districts to adopt rules; and

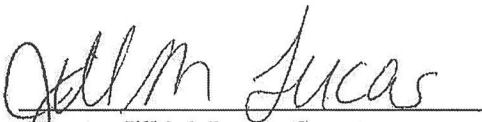
WHEREAS, Minnesota Statute 103D.341, Subdivision 2(c) states, "For each county affected by the watershed district, the managers must publish a notice of hearings and adopted rules in one or more legal newspapers published in the county and generally circulated in the watershed district;" and

WHEREAS, publishing a complete set of adopted rules in a legal newspaper can be expensive; and

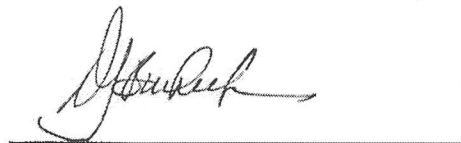
WHEREAS, publishing a notice in a legal newspaper and providing the rules on a website and in hard copy upon request would save taxpayers money.

NOW THEREFORE, BE IT RESOLVED that the Minnesota Association of Watershed Districts work to clarify and revise Minnesota Statute 103D.341 to allow alternatives for publishing adopted rules in one or more legal newspaper.

BY ROLL CALL VOTE OF THE VALLEY BRANCH WATERSHED DISTRICT BOARD, THIS RESOLUTION IS ADOPTED THIS 11TH DAY OF OCTOBER, 2012



Attest: Jill M. Lucas, Secretary



David J. Buecheck, President

2012 MAWD Resolutions Background Information**Proposing District:** Minnehaha Creek Watershed District**Contact Name:** Eric Evenson, Administrator**Phone Number:** 952.641.4521 (day)
612.250.5514 (cell)**Email Address:** eevenson@minnehahacreek.org**Resolution Title:** Establishing a Ban on the Use of Coal Tar Sealants**Factual points which provide background to, or a basis for, the issue addressed by Resolution:**

1. Coal tar-based sealants contain a type of organic chemical compound known as Polycyclic Aromatic Hydrocarbons (PAHs); several PAHs are suspected human carcinogens.
2. Studies conducted by the Minnesota Pollution Control Agency, the Metropolitan Council, the U.S. Geological Survey, and the University of New Hampshire Stormwater Center have concluded that coal-tar based sealants are an important source of PAH contamination to waterway sediments and that they pose a risk to aquatic life.
3. PAH contamination is causing issues for local governments who are responsible for managing and disposing of dredged stormwater sediments because they are facing higher disposal costs.
4. Asphalt based sealants are a viable alternative and contain 1/65th the amount of PAHs.

Based upon the above facts, what is the proposed solution to the problem discussed above:
Seek legislation that prohibits the use of coal tar-based sealants in the State of Minnesota.**Likely Reaction by the Public or Other Governmental Units:**

LGUs would support a ban as it would help reduce pollutants and maintenance costs. The public may inquire about the cost and availability of asphalt based products versus coal tar products.

This issue is of importance (Check one):To just our District: _____
To just our Region: _____
To the entire State: X

ESTABLISHING A BAN ON THE USE OF COAL TAR SEALANTS

WHEREAS, the Minnesota Association of Watershed District (MAWD) finds that the State of Minnesota's (State) water resources are a natural asset, which enhance the environmental, recreational, cultural and economic resources and contribute to the general health and welfare of the public; and

WHEREAS, the MAWD finds that polycyclic aromatic hydrocarbons (PAHs), which are contained in coal tar sealants, can be carried by stormwater and other runoff into the water resources of the State; and

WHEREAS, PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a decreased number of organisms; and

WHEREAS, environmental impacts can be minimized and pavements can be maintained by utilizing alternative products absent of PAHs; and

WHEREAS, the MAWD finds that regulating the amount of contaminants including PAHs contained in coal tar sealcoat products, entering the water resources of the State will improve and protect the water quality of the State and neighboring water resources; and

NOW, THEREFORE, BE IT RESOLVED that the Minnesota Association of Watershed Districts supports legislation that will ban the use of coal tar based sealant products within the State of Minnesota, in order to protect, restore, and preserve the quality of its waters.

2012 MAWD Resolutions Background Information

Proposing District: Minnehaha Creek Watershed District

Contact Name: Eric Evenson, Administrator

Phone Number: 952.641.4521 (day)
612.250.5514 (cell)

Email Address: eevenson@minnehahacreek.org

Resolution Title: Licensing of Drivers of Motorized Watercraft

Factual points which provide background to, or a basis for, the issue addressed by Resolution:

1. Unlike persons operating motor vehicles, persons operating (i.e., driving) motorized watercraft are not required to be trained and licensed.
2. The lack of consistent minimum standards for knowledge of boating and skill in operating motorized watercraft compromises safety for the boating public.
3. A revocable license will further enhance public safety by removing those whose persons whose actions or behaviors in operating watercraft have endangered the boating public.
4. Information about laws and practices regarding watercraft transport of aquatic invasive species (AIS) can be included in the training and testing materials required for licensure, and this required education can further the State's objective of slowing the spread of AIS.
5. The AIS boat certification decal scheduled to begin in 2015 will affect watercraft *owners*, but not all watercraft *operators*.

Based upon the above facts, what is the proposed solution to the problem discussed above:

Seek legislation that will require that operators of all motorized watercraft be licensed.

Likely Reaction by the Public or Other Governmental Units:

While residents need to have a license to operate a motor vehicle, there may be resistance to what is perceived as further governmental interference with the right to enjoy Minnesota's waters. Watercraft dealers, boat rental businesses, and resort owners may claim that their livelihoods are threatened, as persons who are not or do not wish to become licensed will not be able to use their services as they are today. A public infrastructure for training, testing, and licensing would also need to be implemented.

This issue is of importance (Check one):

To just our District: _____

To just our Region: _____

To the entire State: X

LICENSING FOR OPERATORS OF MOTORIZED WATERCRAFT

WHEREAS, persons operating motorized watercraft are not required in Minnesota to be trained and licensed; and

WHEREAS, the lack of consistent minimum standards for knowledge of boating and skill in operating motorized watercraft compromises the safety of the boating public; and

WHEREAS, requiring a license will further the safety of the boating public by ensuring that operators of motorized watercraft have adequate knowledge of boating laws and regulations, and have adequate skill in operating watercraft; and

WHEREAS, a revocable license will further enhance public safety by removing those persons whose actions or behaviors in watercraft operations have endangered the boating public; and

WHEREAS, information about laws and practices regarding watercraft transport of aquatic invasive species (AIS) can be included in the training and testing materials required for licensure, and this required education can further the State's objective of slowing the spread of AIS; and

WHEREAS, the on-line training and AIS certification boat-decal program scheduled to take effect in 2015 will affect only watercraft *owners*, but not all watercraft *operators*; and

WHEREAS, a program of training and testing for licensure to operate motorized watercraft can improve safety for the boating public and provide greater protection to the integrity of aquatic plant and animal communities throughout Minnesota,

NOW, THEREFORE, BE IT RESOLVED that the Minnesota Association of Watershed Districts supports legislation that will require that Minnesota residents who operate non-commercial motorized watercraft be trained, tested, and licensed.

Minnesota Association of Watershed Districts, Inc.

2012 Certificate of Membership & Delegate Appointment Form

_____ Watershed District hereby certifies that it is a watershed district duly established and in good standing pursuant to Minnesota Statutes 103D, and that it is a regular member of the Minnesota Association of Watershed Districts, Inc. for the year 2012.

_____ Watershed District hereby further certifies that the names of its two official delegates to the Association are _____ and _____, and the name of the alternate delegate is _____, all of whom are managers in good standing of the _____ Watershed District.

Dated: _____

Watershed District

by: _____

Minnesota Association of Watershed Districts, Inc.

Proxy for Annual Meeting of Members

KNOW ALL MEN BY THESE PRESENCE, that the undersigned delegate of the Minnesota Association of Watershed Districts, Inc. from the _____ Watershed District, hereby appoints _____ as the true and lawful attorney of said delegate, with full power of substitution and revocation to him for and in the name of the undersigned to vote on all issues which the undersigned would be entitled to vote if personally present at the annual meeting of the members of said corporation, called to be held November 29 - December 1, 2012, and at any adjournment or adjournments thereof, with all the powers the undersigned would possess if personally present, for the election of directors, for approval of the corporation's budget for the ensuing year, for the amendment of the by-laws of the corporation, and for the transaction of such other business as may come before said meeting.

The undersigned hereby revokes any proxy or proxies heretofore given.

Delegate

Watershed District

I hereby certify that _____ was duly designated a delegate from the _____ Watershed District for the purposes of the annual meeting to be held on November 29 - December 1, 2012, and that the person named herein as the attorney for said delegate is a member of the _____ Watershed District.

Secretary

Watershed District

Dated this _____ day of _____, 2012

ITEMS REQUIRING BOARD ACTION

5. Consider Miron /DNR Settlement Agreement.
(Louis Smith)

STATE OF MINNESOTA
COUNTY OF WASHINGTON

DISTRICT COURT

TENTH JUDICIAL DISTRICT

Francis Miron and Mary Ann Miron,
Petitioners/Appellants,

Court File No. 82-C4-05-6788
Judge: John C. Hoffmann

vs.

Rice Creek Watershed District,
Respondent and Third
Party Plaintiff,

SETTLEMENT AGREEMENT

vs.

State of Minnesota and Mark Holsten,
Commissioner of the Department of Natural
Resources,

Third Party Defendants.

State of Minnesota and Tom Landwehr,
Commissioner of the Department of Natural
Resources,

Case Type: Civil
Court File No. 82-CV-11-1772

Plaintiffs,

And

Francis Miron and Mary Ann Miron,
Plaintiffs/Intervenors,

vs.

Rice Creek Watershed District,
Defendant.

This Settlement Agreement ("Agreement") is entered into as of the date of execution by the last party to execute this Agreement, by and between Francis Miron and Mary Ann Miron ("the Miron"), the State of Minnesota and Tom Landwehr (successor to Mark Holsten), Commissioner of the Department of Natural

Resources (“the State”), and Rice Creek Watershed District (“the District”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, Rice Lake is a public water as defined in Minn. Stat. §103G.005, subd. 15 (2010) and is under the regulatory jurisdiction of the State; and

WHEREAS, Rice Lake is subject to and outlets to the north through Judicial Ditch No. 2 (JD2); and

WHEREAS, JD2 is part of a public drainage system as defined in Minn. Stat. §103E.005, subd. 12 (2010) and under the jurisdiction of the District; and

WHEREAS, the District placed a weir within JD2 in October of 2005 pursuant to an order of the Washington County District Court filed September 22, 2005 in Court File No. C6-05-6050), a matter that was dismissed without a final adjudication on the merits and without prejudice; and

WHEREAS, the weir is located on real property owned by the Mirones legally described as the Southeast Quarter of the Southeast Quarter of Section 16, Township 31 North, Range 21 West, Washington County, Minnesota; and

WHEREAS, the Mirones commenced a civil action against the District in Washington County District Court, Court File No. 82-C4-05-6788, seeking recovery for alleged damages resulting from the placement of the weir on their property within JD2 and the alleged resulting impoundment of water, and resulting from the District’s maintenance of JD2 at an elevation higher than its official and as-built profiles as further set forth in their Third Amended Petition and Appeal dated October 26, 2007; and

WHEREAS, the District Court ordered and an eminent domain proceeding was commenced for the acquisition of easements, including a flowage easement over a portion of the Mirones’ property. Additionally, the State was considering acquiring further rights for public recreational activities consistent with the use of the adjacent Paul Hugo Farms Wildlife Management Area over the land that was the subject of the eminent domain proceeding and was considering acquiring additional flowage easement over a portion of the Mirones’ land up to and including elevation 925.1 feet above sea level NGVD 1929.

WHEREAS, the State was made a Third Party Defendant in the action by Order of the Washington County District Court dated February 11, 2008; and

WHEREAS, in April of 2010, it was discovered that the weir had been breached on the west side of the structure; and

WHEREAS, pursuant to Minn. Stat. §103G.2372, the State ordered the District to repair the weir; and

WHEREAS, the District appealed the State's Order to the Office of Administrative Hearings, OAH Docket NO. 3-2000-21889-2; and

WHEREAS, the Mirones have intervened into and became a party to this administrative appeal; and

WHEREAS, by Resolution No. 2010-38 dated December 8, 2010, the District directed staff to remove the weir from JD2; and

WHEREAS, by Notice of Appeal and Verified Complaint dated January 4, 2011, the State initiated an action against the District in Anoka County District Court appealing the District's Resolution No. 2010-38; and

WHEREAS, by Notice of Intervention and Notice of Appeal and Complaint dated January 7, 2011, the Mirones intervened in the State's action against the District in Anoka County District Court;

WHEREAS, by Stipulation of the Parties and agreement of the court, venue of the Anoka County District Court action was transferred to Washington County District Court as Court File No. 82-CV-11-1772, and consolidated with Court File No. 82-C4-05-6788; and

WHEREAS, to avoid further litigation costs and uncertainty, and to resolve this dispute and the State's interest in additional easements over the Mirones' property, the Parties have agreed to settle all claims that were or could have been asserted in this consolidated litigation or that could have arisen in any way, including the District's placement of the weir on to the Mirones' property within JD2 and its subsequent breach, and the District's maintenance of JD2 at an elevation higher than the official and as-built profiles.

WHEREAS, the parties acknowledge that as of the date of the execution of this Settlement Agreement, the State has not yet obtained similar flowage rights from all of the other owners of real property that is adjacent to Rice Lake and that is at or below an elevation of 925.1 feet NGVD 1929. Such acquisition by the state has

been identified as and remains a priority of the State under the Paul Hugo Farms WMA Management Plan Document (WMA01101).

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. The District agrees to and shall make payment to the Mirons in the amount of \$179,000.00 within seven (7) days of dismissal of this action by the Court and vacation of all previous orders in the case as set forth in paragraph 23 herein and simultaneously with the execution of the attached easement documents further described below, whichever is later.

2. The State agrees to and shall make payment to the Mirons in the amount of \$194,000.00 within seven (7) days of dismissal of this action by the Court and vacation of all previous orders in the case as set forth in paragraph 23 herein and simultaneously with the execution and acceptance of the attached easement documents further described below, whichever is later.

3. The Mirons agree to execute the Public Recreation Easement in the form attached to this Agreement as Exhibit A and the State agrees to accept the Public Recreation Easement. This Public Recreation Easement grants to the State certain legal rights in the real property so described and reserve to the Mirons certain rights in the real property so described.

4. The parties agree that the payments totaling \$373,000.00 described in paragraphs 2 and 3 shall be allocated as follows:

4.1 Reimbursement to the Mirons for legal fees and costs:

\$ 140,000.00

4.2 Payment to the Mirons for the easement interests on their land:

\$ 218,000.00

4.3 Payment to the Mirons for the damaged and destroyed trees during the course of the State's use of the property via the Temporary Easement:

\$ 15,000.00

4.4 The parties further agree that the allocation of the payments for the various items was determined in good faith and at arm's length.

5. Within a reasonable period after execution and acceptance of the Public Recreation Easement not to exceed nine (9) months, the State shall take action necessary to identify the boundary of the Public Recreation Easement at the elevation described therein and place appropriate signage designating the boundary of the State's interest.

6. Within a reasonable period of time after execution and acceptance of the Public Recreation Easement not to exceed nine (9) months, the State shall take action necessary to identify the portion of the common boundary line between the Miron's property legally described as the Southeast quarter of the Southeast quarter of Section 16, Township 31 North, Range 21 West and the State's property immediately to the south and the State shall within that same time period construct and maintain, at its sole cost, a fence along the common boundary line beginning at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 16, Township 31 North, Range 21 West and continuing westerly along the common boundary line to the common boundary line's point of intersection with the Public Recreation Easement referred to in Paragraph 3 above. The fence shall consist of four (4) strands of barbed wire affixed to wooden posts, in accordance with the Natural Resource Conservation Service Conservation Practice Standards, Code 382. The Miron's agree to provide the State with reasonable access and use of their property to the extent necessary to construct and maintain said common boundary fence.

7. The Miron's agree to execute a Flowage Easement in the form attached to this Agreement as Exhibit B and the State agrees to accept the Flowage Easement. This Flowage Easement grants to the State certain legal rights expressly limited to flowage up to and including an elevation of 925.1 feet NGVD 1929 on the lands so described.

8. The Miron's agree to execute a Water Control Structure Easement in the form attached as Exhibit C and the State agrees to accept the Water Control Structure Easement. This Water Control Structure Easement

grants to the State certain rights to repair, construct, reconstruct, replace, maintain and operate a water control structure in JD2 in the location of the existing weir for purposes of controlling the water level of Rice Lake.

9. The Mirones agree to execute a Temporary Easement in the form attached as Exhibit D and the State agrees to accept the Temporary Easement. This Temporary Easement grants a right to enter the Mirones' property to repair the current breach in the weir and to continue to access the weir for purposes of monitoring and maintenance for a period of three years terminating on August 1, 2015.

10. The Mirones agree to execute a Permanent Easement in the form attached as Exhibit E and the State agrees to accept the Permanent Easement. This Permanent Easement grants a right to enter the Mirones' property for permanent ingress and egress for repair, reconstruction, monitoring maintenance, operation, and replacement of the water control structure through the existing Judicial Ditch No. 2 maintenance right of way.

11. Upon execution of this Agreement and execution of the easements described in Exhibits A, B, C, D, and E attached and dismissal of this action by the Court, the State shall, without further action of any party, accept that it is the sole owner of the weir in its current "as is" condition and shall be responsible for the continued repair, construction, reconstruction, replacement, maintenance, operation, or removal of the currently-existing weir, any future water control structure constructed to replace the weir within JD2 for control of the water level of Rice Lake. Any repair of the weir will include restoration of the side banks of Judicial Ditch No. 2 at the immediate location of the weir to the condition of those side banks that existed prior to the weir failure in April 2010. Specifically, the ditch width and bank heights will be consistent with the ditch width and height immediately adjacent to the weir area. The Parties acknowledge that the District shall continue to serve as the drainage authority, subject to the provisions of Minnesota Statutes Chapter 103E, for Judicial Ditch 2 including that portion of the drainage system that is the subject of this litigation.

12. Upon the State becoming the sole owner of the weir pursuant to Paragraph 11 herein, the District assigns to the State any and all rights the District may have to utilize the existing Judicial Ditch No. 2 maintenance right of way for the repair, construction, reconstruction, replacement, maintenance and operation of a water control structure in JD2 in the location of the existing weir as identified in Paragraph 8 herein and the

Water Control Structure Easement, attached hereto as Exhibit C. The District does not make any representation or warranty to the State either as to the existence of any right to utilize the Judicial Ditch No. 2 right of way for the above described purpose or as to the District's right to assign any such right. The District will not take a position inconsistent with this assignment in any future proceedings that may arise regarding the State's utilization of the existing Judicial Ditch No. 2 maintenance right of way, unless such position is legally required by the District's exercise of its statutory obligations as the drainage authority.

13. The State shall cause a survey to be created and a legal description drafted for the area of the control structure easement, which area shall be consistent with the area described by the State during the eminent domain commissioner's hearing. The State shall also cause a survey to be created and a legal description drafted of a 30 foot wide temporary easement consistent with the line depicted on Exhibit F attached hereto. The State shall also cause a survey to be created and a legal description drafted of the boundary of the Public Recreation Easement consistent with the evidence presented by Geoff Griffin of GGG Engineering in these proceedings.

14. Upon execution of this Agreement and execution of the easements described in Exhibits A, B, C, D, and E attached and dismissal of this action by the Court, the District and the Mirones agree to dismiss the administrative appeal venued in the Office of Administrative Hearings, OAH Docket NO. 3-2000-21889-2 and the Parties will be responsible for their own costs and fees associated with the administrative appeal.

15. Upon execution of this Agreement and execution of the easements described in Exhibits A, B, C, D and E attached, except for the Parties' obligation set forth herein, the Mirones, the State, and the District hereby release, acquit, and forever discharge each other from and for any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money however and whenever received, deposits, accounts, bonds, bills, covenants, contracts, controversies, agreements, damages, judgments, attorneys fees and costs, interest, liens, executions, counter claims, claims and demands whatsoever, either legal or equitable, known or unknown, fixed or contingent which they now have or may have asserted in this consolidated legal

action, including all claims relating to the placement of the weir within JD2 and to the condition of Judicial Ditch 2 at an elevation higher than the official and as-built profiles.

16. The Parties shall be responsible for the payment of all attorneys fees and costs incurred by their respective attorneys in connection with the subject matter of this consolidated legal action, except to the extent the State has previously reimbursed the Miron. The State will not seek reimbursement from the District for attorneys fees it has paid to Miron. This Agreement is binding and represents a compromise of disputed claims. It is not intended to be an admission of liability by the Parties, all of whom expressly deny any liability or wrongdoing.

17. In lieu of receiving any amounts which may become payable to the Miron hereunder, the Miron may elect to have the amounts payable to them to be deposited with a qualified intermediary pursuant to the Like Kind Exchange provisions of Section 1031 or 1033 of the Internal Revenue Code as amended. In such event, the Miron may assign their rights under this Settlement Agreement to the qualified intermediary provided that in the event of such assignment, the Miron shall remain obligated and liable under the terms of this Settlement Agreement for all of their obligations. In the event of the assignment of the Settlement Agreement by the Miron, the State and the District shall cooperate with the Miron in the depositing of the proceeds due the Miron to the extent authorized by law. Notwithstanding the foregoing and under no circumstances shall the State or the District be obligated to assume any liabilities relating to the exchange or acquisition of the substituted property by the Miron including the execution of any purchase agreement or acquisition of title to any substituted property and the Miron agrees to indemnify and hold the State and the District harmless from any and all costs associated with the completion of the Like Kind Exchange under Section 1031 or 1033 of the Internal Revenue Code as amended.

18. The Parties agree that the terms, conditions, and provisions of this Agreement are binding upon, and shall inure to the benefit of all their assigns, successors in interest, personal representatives, estates, administrators, heirs, devisees, and litagees of each of the Parties.

19. This Agreement contains the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All negotiations, understandings, conversations, and communications, are merged into this Agreement and have no force and effect other than as expressed in the text of this Agreement.

20. The Parties acknowledge that they have been represented by counsel in connection with the execution of this Agreement. The Parties have relied solely on their judgment, belief and knowledge and the advice and the recommendation of their own counsel.

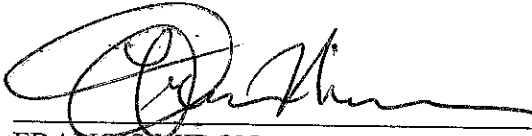
21. This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. If any provision of the Agreement is declared invalid by a decision of a court, the remaining provisions shall not be affected thereby.

22. Each Party represents and warrants that the person signing this Agreement has the authority to sign this Agreement on behalf of the Party in which the person is signing.

23. This Settlement Agreement is subject to the Court vacating all prior orders in this case. Following the Parties' execution of this Agreement, the Parties agree to execute and promptly file with the Court a Stipulation of Dismissal With Prejudice and Order for Dismissal attached as Exhibit G which expressly provides that all orders of the Court to be vacated and to be without future affect.

IN WITNESS WHEREOF, the Parties have each approved and executed this agreement on the dates set forth below.

Dated: 10-30-17


FRANCIS MIRON

Dated: 10-30-12



MARY ANN MIRON

Dated: _____

FOR THE STATE OF MINNESOTA AND TOM
LANDWEHR, COMMISSIONER OF THE MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

TOM LANDWEHR
Its Commissioner

Dated: _____

FOR THE RICE CREEK WATERSHED DISTRICT

PATRICIA L. PREINER
Its President

Exhibit A
to Settlement Agreement

Public Recreation Easement

(SPACE ABOVE RESERVED FOR RECORDING INFORMATION)

PUBLIC RECREATION EASEMENT

This Public Recreation Easement, hereinafter referred to as “**Easement**”, is made this _____ day of _____ 2012, between Francis Miron and Mary Ann Miron, husband and wife, hereinafter referred to as the “**Landowners**” and the State of Minnesota, a sovereign body, by and through the Commissioner of Natural Resources, hereinafter referred to as the “**Commissioner**”.

1. BACKGROUND

1.1 Protected Property Legal Description. The Landowners warrant that they are the sole owners in fee simple of certain real property located in Washington County, Minnesota, and legally described on **Exhibit A (“Protected Property”)**.

1.2 Settlement. Landowners and Commissioner have agreed to enter into this Public Recreation Easement as part of the settlement of a lawsuit filed in Washington County District Court captioned *Francis Miron and Mary Ann Miron v. Rice Creek Watershed District v. State of Minnesota and Mark Holsten, Commissioner of the Department of Natural Resources*, Court File No. 82-C4-05-6788.

2. EASEMENT PURPOSE

2.1 Purpose. The Landowners and Commissioner agree that the purpose of this Easement is to provide a significant public benefit by:

- 2.1.1 Preserving and protecting in perpetuity the public's access to the Protected Property for hunting, fishing and other activities consistent with uses permitted on the Paul Hugo Farms Wildlife Management Area;

3. CONVEYANCE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Landowners grant, convey and warrant to the Commissioner its successors and assigns, a perpetual recreational easement in and to the Protected Property, according to the covenants, terms, conditions, and restrictions contained herein, which shall run with and bind the land in perpetuity.

4. RESERVED RIGHTS

The Landowners reserve for themselves and their successors and assigns all rights accruing from the Landowners' ownership of the Protected Property including, without limitation, the right to hunt and fish, the right to install underground utilities, provided that the Landowners must return the affected area as nearly as practicable to the condition preexisting the installation, the right to pasture and graze and the right to engage in or allow others to engage in all activities or uses of the Protected Property that are not restricted or limited by the terms and conditions of this Public Recreation Easement, and to sell or transfer the Protected Property subject to this Public Recreation Easement.

5. COMMISSIONER'S COVENANTS

5.1 Signage. The Commissioner shall install and maintain appropriate signage along the boundary of this Public Recreation Easement in order to provide the public notice of said boundary.

5.2 Structures. No temporary or permanent structures or improvements, equipment or other items, whether permanent or temporary, can hereafter be constructed or placed on the Protected Property by the commissioner without written authorization from the Landowner, in their sole discretion, with the exception of the rights set forth in any water control structure easement of record.

6. AFFIRMATIVE RIGHTS OF THE COMMISSIONER

6.1 Public Access. The Commissioner is granted an easement for public access onto the Protected Property. Members of the public may use the Protected Property in accordance with all applicable State, County and local laws and regulations for non-motorized recreational activities, including but not limited to, hunting, fishing, and other activities consistent with uses permitted on the Paul Hugo Farms Wildlife Management Area.

6.2 Right to Enter. The Commissioner has the right to enter the Protected Property through the Paul Hugo Farms Wildlife Management Area. The Commissioner shall not unreasonably interfere with the Landowners' use of the Protected Property. The Commissioner has the right to enter the Protected Property for inspection, monitoring and enforcement purposes.

6.3 Use. The Commissioner will use the Protected Property consistent with its management of the Paul Hugo Farms Wildlife Management Area.

7. GENERAL PROVISIONS

7.1 Liability. Each party will be responsible for its own acts. The Landowners' responsibility for injury to persons using the premises or damage to their property is deemed limited by Minnesota Statutes, §§ 604A.20 to

604A.27. The Commissioner's liability is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statute Section 3.736, successor statutes, and other applicable law.

7.2 Right of Enforcement. Both parties have the right to enforce by proceedings, at law or in equity, the covenants contained in this Easement, including, but not limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Easement.

7.3 Taxes. The Landowners agree to pay all taxes or assessments that may be levied against the Protected Property.

7.4 Amendments. This Public Recreation Easement may be amended by written agreement of the parties hereto. Any amendment shall be in writing, shall refer to this Public Recreation Easement by reference to its recording data, shall be signed by the Landowner and the Commissioner, shall include the written consent of others as required by law or contract, and shall be recorded in the land records of the county in which the Protected Property is located.

7.5 Termination. This Easement may be terminated or extinguished, whether in whole or in part, by agreement of the Landowners and the State, or by legislative or judicial proceedings in a court of competent jurisdiction and only if an unexpected change in the conditions of or surroundings of the Protected Property makes it impossible or impractical to continue to protect the Protected Property. This Easement shall automatically be terminated if the State either no longer owns the real property legally described in Exhibit A or ceases to operate the real property legally described in Exhibit A as a Wildlife Management Area. Evidence of such termination shall be recorded at the County Recorder's Office. Such evidence shall be a written agreement or court order. This Recreational Easement shall be null and void if assigned by the Commissioner without the written consent of the Landowner.

IN WITNESS WHEREOF, the parties have executed this Public Recreation Easement on this ____ day of _____, 2012.

Francis Miron

Mary Ann Miron

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Francis and Mary Ann Miron, husband and wife.

Notary Public
My commission expires: _____

ACCEPTANCE BY GRANTEE

The foregoing Public Recreation Easement is hereby duly accepted by the State of Minnesota,
Department of Natural Resources on this ____ day of _____, 2012.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

LARRY KRAMKA, Director
Division of Lands and Minerals

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by LARRY KRAMKA, Director of the Division of Lands and Minerals, Department of Natural Resources, on
behalf of the State of Minnesota.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
DAVID P. IVERSON
Assistant Attorney General
445 Minnesota Street, #900
St. Paul, MN 55101-2127

EXHIBIT A

That part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 31 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter; thence on a bearing based on the 1983 Washington County Coordinate System (1986 Adjustment), of North 89 degrees 30 minutes 47 seconds West 914.07 feet along the south line of said Southeast Quarter of the Southeast Quarter to a $\frac{3}{4}$ inch by 30 inch iron rod with a plastic cap stamped "MN DNR LS 17003" (DNR MON); and the POINT OF BEGINNING; thence North 45 degrees 55 minutes 54 seconds West 42.40 feet to a DNR MON; thence North 24 degrees 50 minutes 26 seconds West 70.65 feet to a DNR MON; thence North 01 degree 29 minutes 02 seconds East 106.42 feet to a DNR MON; thence North 17 degrees 16 minutes 46 seconds East 149.38 feet to a DNR MON; thence North 27 degrees 11 minutes 52 seconds East 146.33 feet to a DNR MON; thence North 69 degrees 19 minutes 33 seconds East 213.97 feet to a DNR MON; thence North 56 degrees 53 minutes 57 seconds East 96.48 feet to a DNR MON; thence North 39 degrees 30 minutes 50 seconds East 86.48 feet to a DNR MON; thence North 18 degrees 18 minutes 50 seconds East 80.24 feet to a DNR MON; thence North 01 degree 23 minutes 56 seconds West 50.87 feet to a DNR MON; thence North 15 degrees 27 minutes 45 seconds West 35.97 feet to a DNR MON; thence North 30 degrees 40 minutes 47 seconds West 72.71 feet to a DNR MON; thence North 40 degrees 54 minutes 12 seconds West 74.94 feet to a DNR MON; thence North 02 degrees 38 minutes 57 seconds West 176.77 feet to a DNR MON; thence North 38 degrees 01 minute 02 seconds West 73.96 feet to a DNR MON; thence North 29 degrees 41 minutes 04 seconds West 80.00 feet to a DNR MON; thence South 52 degrees 31 minutes 50 seconds West 133.00 feet to a DNR MON; thence North 89 degrees 27 minutes 43 seconds West 517.12 feet to the west line of said Southeast Quarter of the Southeast Quarter and a DNR MON; thence South 00 degrees 29 minutes 22 seconds West 1173.44 feet along the west line of said Southeast Quarter of the Southeast Quarter to the southwest corner thereof; thence South 89 degrees 30 minutes 47 seconds East 407.90 feet along the south line of said Southeast Quarter of the Southeast Quarter to the point of beginning.

EXHIBIT B
to Settlement Agreement
Flowage Easement

FLOWAGE EASEMENT

THIS INDENTURE, made this _____ day of _____, 2012, between FRANCIS MIRON AND MARY ANN MIRON, husband and wife, Grantors, and STATE OF MINNESOTA, a sovereign body, Grantee.

WITNESSETH, that the Grantors, for valuable consideration, do hereby convey and warrant unto the Grantee, its successors and assigns, a perpetual easement in land lying and being in the County of Washington and State of Minnesota, described as follows, to wit:

Flowage Easement:

That part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 31 North, Range 21 West, Washington County, Minnesota, lying at or below an elevation of 925.1 feet, NAVD 1929.

THIS EASEMENT IS GRANTED FOR THE FOLLOWING DESCRIBED PURPOSES:

1. The perpetual right to lower and reflow with water across the land described above under all conditions, ordinary and extraordinary, resulting from the construction, operation and maintenance of a water control structure.

SUBJECT TO THE FOLLOWING GRANTS, AGREEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS:

1. Outstanding rights and interests, if any.
2. Subject to any need for any state or local permits and approvals, the State will not object to the construction of wetlands or open water areas for the purpose of wetland mitigation or wetland banking within this Flowage Easement as it is above the ordinary high water line of Rice Lake and it is not within the Public Water.
3. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability for itself, its agents or employees of its own operations and operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from the failure to exercise proper precautions, of or by itself or its agents or its own employees. The State's liability shall be governed by the provisions the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.
4. This easement shall run with the land and bind the Grantors' heirs, successors,

and assigns.

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, forever.

IN TESTIMONY WHEREOF, the Grantors, have hereunto set their hands the day and year first above written.

FRANCIS MIRON

MARY ANN MIRON

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by FRANCIS MIRON and MARY ANN MIRON, husband and wife, Grantors.

Notary Public

My commission expires: _____

This instrument was drafted by:
David P. Iverson
Assistant Attorney General
445 Minnesota Street, #900
St. Paul, MN 55101-2127

AG: #2908951-v1

Exhibit C
to Settlement Agreement

Water Control Structure Easement

WATER CONTROL STRUCTURE EASEMENT

THIS INDENTURE, made this _____ day of _____, 2011, between FRANCIS MIRON and MARY ANN MIRON, husband and wife, hereinafter called the Grantors, and the STATE OF MINNESOTA by and through the Department of Natural Resources, a sovereign body, hereinafter called the Grantee.

WITNESSETH, that the Grantors, for valuable consideration, do hereby grant and convey unto the Grantee, its successors and assigns, a perpetual easement in land lying and being in the County of Washington and State of Minnesota, described as follows, to wit:

That part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 31 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter; thence on a bearing based on the 1983 Washington County Coordinate System (1986 Adjustment), of North 89 degrees 30 minutes 47 seconds West 914.07 feet along the south line of said Southeast Quarter of the Southeast Quarter to a ¾ inch by 30 inch iron rod with a plastic cap stamped "MN DNR LS 17003" (DNR MON); thence North 45 degrees 55 minutes 54 seconds West 42.40 feet to a DNR MON; thence North 24 degrees 50 minutes 26 seconds West 70.65 feet to a DNR MON; thence North 01 degree 29 minutes 02 seconds East 106.42 feet to a DNR MON; thence North 17 degrees 16 minutes 46 seconds East 149.38 feet to a DNR MON; thence North 27 degrees 11 minutes 52 seconds East 146.33 feet to a DNR MON; thence North 69 degrees 19 minutes 33 seconds East 213.97 feet to a DNR MON; thence North 56 degrees 53 minutes 57 seconds East 96.48 feet to a DNR MON; thence North 39 degrees 30 minutes 50 seconds East 86.48 feet to a DNR MON; thence North 18 degrees 18 minutes 50 seconds East 80.24 feet to a DNR MON; thence North 01 degree 23 minutes 56 seconds West 50.87 feet to a DNR MON; thence North 15 degrees 27 minutes 45 seconds West 35.97 feet to a DNR MON; thence North 30 degrees 40 minutes 47 seconds West 72.71 feet to a DNR MON; thence North 40 degrees 54 minutes 12 seconds West 74.94 feet to a DNR MON; thence North 02 degrees 38 minutes 57 seconds West 176.77 feet to a DNR MON; thence North 38 degrees 01 minute 02 seconds West 73.96 feet to the POINT OF BEGINNING and a DNR MON; thence North 29 degrees 41 minutes 04 seconds West 80.00 feet to a DNR MON; thence North 60 degrees 18 minutes 57 seconds East 40.00 feet to a DNR MON; thence South 29 degrees 41 minutes 04 seconds East 80.00 feet to a DNR MON; thence South 60 degrees 18 minutes 57 seconds West 40.00 feet to the point of beginning.

("Easement Area")

THIS EASEMENT IS GRANTED FOR THE FOLLOWING DESCRIBED PURPOSES:

1. A right-of-way for ingress and egress for the Grantee, its employees and assigns only, over and across the above-described tract for the construction, reconstruction, replacement, operation, and maintenance of a water control structure. Such right of ingress and egress to be executed so as to do as little damage as possible to said lands and so as to not unreasonably interfere with the use or occupation thereof by the Grantors. The Grantee shall be responsible for any repair or maintenance of said access area caused by the activities and use related to the construction, operation, and maintenance of said water control structure.

2. The right to construct, reconstruct, replace, monitor, maintain and operate a water control structure at a site located on the above-described tract.

Subject to the following grants, agreements, covenants, conditions and restrictions:

- a. Outstanding rights and interests, if any.
- b. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability for itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees. The State's liability shall be governed by the provisions the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.
- c. Grantee shall construct and maintain said water control structure at its own expense.
- d. Grantee shall be totally and fully responsible for all costs of survey, construction, reconstruction maintenance and rebuilding of said water control structure and shall keep the same in a safe condition at all times and in conformance with all applicable laws and regulations.
- e. Grantee agrees to repair the existing breach of the weir and such repair of the weir will include restoration of the side banks of Judicial Ditch No. 2 at the immediate location of the weir to the condition of those side banks that existed prior to the weir failure in April 2010. Specifically, the ditch width and bank heights will be consistent with the ditch width and height immediately adjacent to the weir area.
- f. This easement shall run with the land and bind the Grantors' heirs, successors, and assigns.

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, forever.

FRANCIS MIRON

MARY ANN MIRON

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

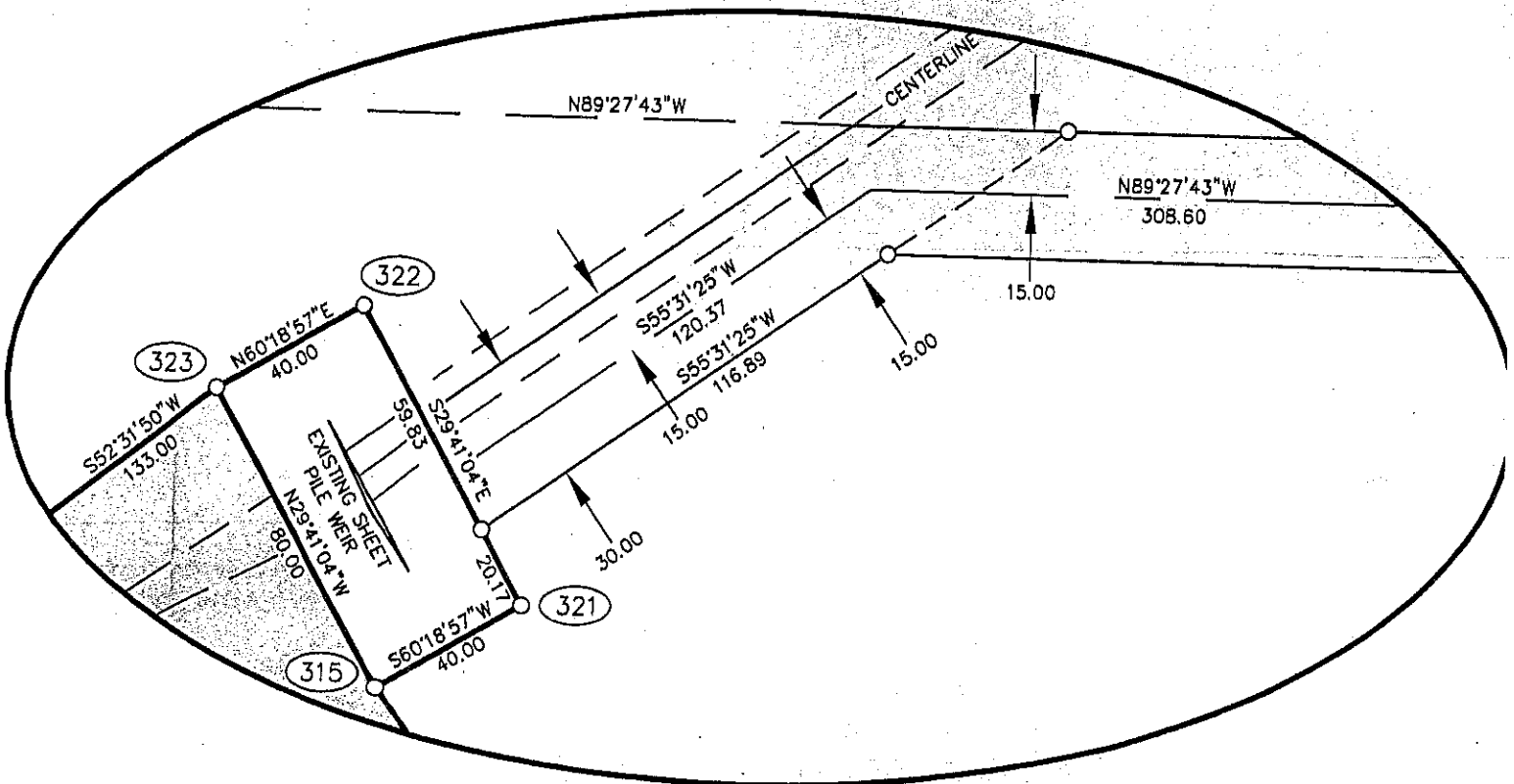
The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by FRANCIS MIRON and MARY ANN MIRON, husband and wife, Grantors.

Notary Public

My commission expires: _____

This instrument was drafted by:
DAVID P. IVERSON
Assistant Attorney General
445 Minnesota St., #900
St. Paul, MN 55101-2127

AG: #2908989-v1



DETAIL "A"
NOT TO SCALE

Exhibit D
to Settlement Agreement

Temporary Easement

TEMPORARY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2012, between FRANCIS MIRON and MARY ANN MIRON, husband and wife, hereinafter called the Grantors, and the STATE OF MINNESOTA by and through the Department of Natural Resources, a sovereign body, hereinafter called the Grantee.

WITNESSETH, that the Grantors, for valuable consideration, do hereby grant and convey unto the Grantee, its successors and assigns, a temporary three-year easement, terminating on August 1, 2015, in land lying and being in the County of Washington and State of Minnesota, described as follows, to wit:

That part of the Southwest Quarter of Section 15 and that part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 31 North, Range 21 West, Washington County, Minnesota, being a strip of land 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence North 00 degrees 21 minutes 17 seconds East 1308.95 feet along the east line of said Southwest Quarter to the POINT OF BEGINNING; thence South 58 degrees 35 minutes 00 seconds West 228.15 feet; thence South 38 degrees 47 minutes 02 seconds West 195.03 feet; thence South 02 degrees 35 minutes 57 seconds West 253.39 feet; thence South 83 degrees 21 minutes 26 seconds West 133.48 feet; thence North 84 degrees 52 minutes 32 seconds West 125.83 feet; thence South 89 degrees 13 minutes 05 seconds West 1044.78 feet; thence North 00 degrees 42 minutes 16 seconds West 470.26 feet; thence South 88 degrees 38 minutes 36 seconds West 570.60 feet; thence South 00 degrees 42 minutes 16 seconds East 30.00 feet; thence South 88 degrees 38 minutes 36 seconds West 139.48 feet; thence North 47 degrees 28 minutes 15 seconds West 231.53 feet; thence South 45 degrees 23 minutes 02 seconds West 239.27 feet; thence North 56 degrees 06 minutes 21 seconds West 220.20 feet to a line 15.00 feet southerly of, as measured at right angles to, the north line of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 27 minutes 43 seconds West 308.60 feet parallel with and 15.00 feet south of the north line of said Southeast Quarter of the Southeast Quarter to a line 15.00 feet easterly of, as measured at right angles to, the centerline of Judicial Ditch Number 2; thence South 55 degrees 31 minutes 24 seconds West 120.37 feet parallel with and 15.00 feet easterly of the center line of Judicial Ditch Number 2 and there terminating.

The side lines of said strip are to be shortened or prolonged to terminate on the east line of said Southwest Quarter of Section 15 and on a line which bears South 29 degrees 41 minutes 04 seconds East and North 29 degrees 41 minutes 04 seconds West from the above termination point.

("Temporary Easement Area")

THIS EASEMENT IS GRANTED FOR THE FOLLOWING DESCRIBED PURPOSES:

1. A right-of-way for ingress and egress for the Grantee, its employees and assigns only, over and across the above-described tract for the construction, reconstruction, replacement, operation, monitoring and maintenance of a water control structure. Such right of ingress and egress to be executed so as to do as little damage as possible to said lands, and so as to not unreasonably interfere with the use or occupation thereof by the Grantors. The Grantee shall be responsible for any repair or maintenance of said access area caused by the activities and use related to the construction, operation, and maintenance of said water control structure.

Subject to the following grants, agreements, covenants, conditions and restrictions:

- a. Outstanding rights and interests, if any.
- b. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability for itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees. The State shall restore any vegetation, grass or other condition damaged by its use of the Grantor's property and the State shall remove any damaged or destroyed trees, including stumps, from the property, but the State is not required to replace any trees damaged, destroyed or removed in the course of the State's work on the property. The State's liability shall be governed by the provisions the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.
- c. This easement shall run with the land and bind the Grantors' heirs, successors, and assigns.

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, forever.

FRANCIS MIRON

MARY ANN MIRON

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by FRANCIS MIRON and MARY ANN MIRON, husband and wife, Grantors.

Notary Public

My commission expires: _____

This instrument was drafted by:
DAVID P. IVERSON
Assistant Attorney General
445 Minnesota St., #900
St. Paul, MN 55101-2127

AG: #2908989-v1

Exhibit E
to Settlement Agreement

Permanent Easement

PERMANENT EASEMENT

THIS INDENTURE, made this _____ day of _____, 2012, between FRANCIS MIRON and MARY ANN MIRON, husband and wife, hereinafter called the Grantors, and the STATE OF MINNESOTA by and through the Department of Natural Resources, a sovereign body, hereinafter called the Grantee.

WITNESSETH, that the Grantors, for valuable consideration, do hereby grant and convey unto the Grantee, its successors and assigns, a perpetual easement in land lying and being in the County of Washington and State of Minnesota, described as follows, to wit:

The portion of the following-described land that is encumbered by the Judicial Ditch No. 2 right of way:

The South Half of the Southwest Quarter of Section 15, Township 31 North, Range 21 West, Washington County, Minnesota,

AND

The Southeast Quarter of the Southeast Quarter of Section 16, Township 31 North, Range 21 West, Washington County, Minnesota.

("Easement Area")

THIS EASEMENT IS GRANTED FOR THE FOLLOWING DESCRIBED PURPOSES:

1. A right-of-way for ingress and egress for the Grantee, its employees and assigns only, over and across the above-described tract for the construction, reconstruction, replacement, operation, monitoring and maintenance of a water control structure. Such right of ingress and egress to be executed so as to do as little damage as possible to said lands, and so as to not unreasonably interfere with the use or occupation thereof by the Grantors. The Grantee shall be responsible for any repair or maintenance of said access area caused by the activities and use related to the construction, operation, and maintenance of said water control structure.

Subject to the following grants, agreements, covenants, conditions and restrictions:

- a. Outstanding rights and interests, if any.
- b. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability for itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents

or its own employees. The State's liability shall be governed by the provisions the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.

c. This easement shall run with the land and bind the Grantors' heirs, successors, and assigns.

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, forever.

FRANCIS MIRON

MARY ANN MIRON

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by FRANCIS MIRON and MARY ANN MIRON, husband and wife, Grantors.

Notary Public
My commission expires: _____

This instrument was drafted by:
DAVID P. IVERSON
Assistant Attorney General
445 Minnesota St., #900
St. Paul, MN 55101-2127

AG: #2908989-v1

Exhibit F
to Settlement Agreement

Temporary Easement Diagram

Exhibit G
to Settlement Agreement

Stipulation and Order for Dismissal

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

Francis Miron and Mary Ann Miron,

Case Type: Civil

Court File No. 82-C4-05-6788

Judge: John C. Hoffmann

Petitioners/Appellants,

vs.

Rice Creek Watershed District,

**STIPULATION FOR SETTLEMENT AND
DISMISSAL WITH PREJUDICE**

Respondent and Third
Party Plaintiff,

vs.

State of Minnesota and Mark Holsten,
Commissioner of the Department of Natural
Resources,

Third Party Defendants.

State of Minnesota and Tom Landwehr,
Commissioner of the Department of Natural
Resources,

Case Type: Civil
Court File No. 82-CV-11-1772

Plaintiffs,

And

Francis Miron and Mary Ann Miron,

Plaintiffs/Intervenors,

vs.

Rice Creek Watershed District,

Defendant.

IT IS HEREBY STIPULATED AND AGREED by and between the State of
Minnesota and Tom Landwehr (successor to Mark Holsten), Commissioner of the Department of

Natural Resources, Francis Miron and Mary Ann Miron, and Rice Creek Watershed District, through their undersigned counsel, that the above-captioned consolidated matter may be dismissed with prejudice pursuant to Minn. R. Civ. P. 41.01 pursuant to the Settlement Agreement of the parties.

IT IS FURTHER STIPULATED AND AGREED by and between the parties to this consolidated action that the Court may immediately enter the attached order based upon this stipulation, the Settlement Agreement of the parties, without any award of attorney fees, costs, or disbursements to any of the parties or their attorneys.

Dated: _____

OFFICE OF THE ATTORNEY GENERAL
State of Minnesota

DAVID P. IVERSON
Assistant Attorney General
Atty. Reg. No. 180944

445 Minnesota Street, Suite 1800
St. Paul, Minnesota 55101-2134
(651) 757-1466

ATTORNEYS FOR STATE OF MINNESOTA
AND TOM LANDWEHR, COMMISSIONER
OF THE DEPARTMENT OF NATURAL
RESOURCES

Dated: _____, 2012

CAMPBELL KNUTSON
Professional Association

Thomas M. Scott
Atty. Reg. No. 98498

317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
(651) 452-5000

ATTORNEYS FOR RICE CREEK
WATERSHED DISTRICT

Dated: _____, 2012

JOHNSON & TURNER
Professional Association

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ATTORNEYS FOR FRANCIS MIRON AND
MARY ANN MIRON

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

Francis Miron and Mary Ann Miron,

Case Type: Civil

Court File No. 82-C4-05-6788

Judge: John C. Hoffmann

Petitioners/Appellants,

vs.

Rice Creek Watershed District,

**ORDER FOR
DISMISSAL AND VACATION**

Respondent and Third
Party Plaintiff,

vs.

State of Minnesota and Mark Holsten,
Commissioner of the Department of Natural
Resources,

Third Party Defendants.

State of Minnesota and Tom Landwehr,
Commissioner of the Department of Natural
Resources,

Case Type: Civil
Court File No. 82-CV-11-1772

Plaintiffs,

And

Francis Miron and Mary Ann Miron,

Plaintiffs/Intervenors,

vs.

Rice Creek Watershed District,

Defendant.

IT IS HEREBY ORDERED that the above-captioned consolidated action is dismissed

with prejudice, with all prior orders of the Court vacated, without further cost to any of the parties or their attorneys.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

BY THE COURT

Honorable John C. Hoffmann
Judge of the District Court

AG: #2909295-v1

ITEMS REQUIRING BOARD ACTION

6. Consider Partial Pay Request #1 for Anoka-Washington Judicial Ditch 4 Repairs And Realignment Project. (Phil Belfiori)

MEMORANDUM
Rice Creek Watershed District

To: Board of Managers

Date: November 8, 2012

From: Phil Belfiori

Subject: Project payment request #1 for the JD 4 Project

Attached please find for Board consideration the Houston Engineering, Inc. (HEI) memo dated November 6, 2012, related to background and recommendation for partial payment#1 for the Anoka/Washington Judicial Ditch 4 Realignment Project.

As you will note there are two work items as defined in the attached HEI memo that are outside of the scope of the contract and not authorized by Houston Engineering Inc. (HEI). HEI recommended payment applies the reduction related to these two items (as you will recall, the larger cost item was discussed in length at the Board workshop on Oct. 24, 2012).

Staff has reviewed the HEI memo and given the project circumstances as reported to the Board previously and given previous Board consensus, would agree with the HEI recommendation for authorization of \$335,449.58 to make payment #1 to Peterson Companies, Inc for work completed under this pay request.

Proposed Motion

Manager _____ moves to authorize payment of \$335,449.58 for payment #1 to Peterson Companies, Inc. for work completed under this pay request and authorizes the Board president to sign the payment certification form.

Attachments:

- HEI memo dated November 6, 2012

MEMO

External Memorandum



To: Phil Belfiori

From: Chris Otterness, P.E.

Date: November 6, 2012

Through: Mark Deutschman, P.E.

Cc: Tom Schmidt
File 115555-060.018

Subject: Anoka/Washington Judicial Ditch 4
Realignment Project
Partial Payment #1

The purpose of this memorandum is to recommend partial payment to Peterson Companies, Inc. (PCI) for the Anoka/Washington Judicial Ditch 4 Realignment Project.

Project Update

The contractor has completed excavation of the channel realignment, placement of the clay liner, and offsite haul of excess organic soils. All culverts, sewers, and structures have been installed. Most of the exposed soils have been seeded, with the exception of the Connexus site and the Branch 3 tile site, where moisture levels within the soils have prevented final grading from proceeding.

The following punch list items remain to be completed:

1. Final grading of Elmcrest Ave. roadway surface;
2. Final grading at Connexus property and Branch 3;
3. Seeding at Connexus property and Branch 3;
4. Placement of erosion control blanket at the corner of Elmcrest St. and 141st Ave.; and
5. Installation of a grate on the inlet apron of the 48" storm sewer.

Payment Application Review

We have reviewed the invoice dated November 5, 2012 submitted by Peterson Companies, Inc. A full payment has been requested minus the 5% retainage. The payment request includes not only work completed under the scope of the contract, but also two major items of work that are outside of the scope of the contract and not authorized by Houston Engineering Inc. (HEI) or District staff. These items are:

1. Topsoil re-spread at the future Connexus substation site: Topsoil at the future Connexus substation site was stripped and stockpiled at the commencement of the project. The spreading of the stockpiled topsoil at the end of the project was not included in the contract. Prior to the start of construction observations, HEI requested a cost proposal from PCI for several additional items, including the respread of the topsoil, to be incorporated into a change order (CO #1). The cost estimated by PCI for the topsoil re-spread was deemed by HEI and District staff to be too expensive, and this item was thus dropped from the scope of the change order.

On 10/19/12, 2012 HEI staff observed that the Contractor had already re-spread the topsoil stockpiles onto the Connexus site. The HEI construction observer on site spoke to PCI and noted that this work was not in the scope of the contract and had not been authorized. PCI

replied that they were spreading the topsoil out of necessity, to enable continuation of the remaining work on the project.

PCI's request for this out-of-scope work is \$2,880.00

2. Additional offsite haul of excess organic soils (Bid Item #7). The Contract included 5,082 cubic yards for "Haul & Dispose of Organic Soils Offsite." PCI is requesting payment for 10,678 cubic yards of off-site haul, a 110% increase over the contract quantity. This increase was not authorized by HEI or District staff.

During a site meeting on October 3, 2012, HEI requested PCI to provide a twice-weekly correspondence of offsite haul quantities. On Friday October 5, 2012, PCI sent HEI a spreadsheet via an email after business hours detailing truck loads for the week. The text in the email provided no indication that the plan quantity had or would be exceeded. However, the attached spreadsheet included truck counts totaling 5,504 yards (already in excess of the contract). Despite repeated efforts to maintain a dialogue with on-site representatives from PCI, no verbal indication was provided by the contractor that any plan quantity excess would occur.

The Contract includes the following provisions:

Contractor shall minimize the quantity of soil hauled and disposed offsite by maximizing the fill of organic soil along station 36+50 to 40+75 and along the berm that parallels the open channel. The Engineer reserves the right to require placement of excess excavated materials at a stated location within the project limits, thereby reducing the haul and disposal offsite quantity, at no additional cost to the Owner or change in unit price.

and

Contractor shall notify the Engineer 48 hours in advance of any hauling and disposal activities so that haul quantities can be verified prior to leaving the site. The Contractor will not be paid for any unverified haul and disposal quantities.

The contractor did not provide the Engineer notification prior to exceedence of the plan quantity, but instead provided a document (attached to an email) indicating a substantial exceedence of the plan quantity after it occurred. Because of the lack of notification, HEI and the District had no ability to react to the overage and determine alternate locations on site to waste the excess organic soils.

If PCI had provided proper notification, it is likely that the project conditions still would have required an increase in the offsite haul of organic materials above the plan quantity. This is due to the nature of the peat soils on site, which appeared to swell when removed from the ground surface more than anticipated. However, it is unknown how much the plan quantity would have needed to be exceeded.

PCI's request for this out-of-scope work is \$44,768.00

Recommendation

We recommend authorization of \$335,449.58 for payment to Peterson Companies, Inc. for work completed within the original scope of the contract (plus authorized change orders) under this pay request.

The following is a summary of the recommended payment:

Work Completed Under the Scope of the Original Contract:	\$ 352,154.82
Change Order #1:	\$ 950.00
Less 5% retainage:	\$ 17,655.24
<u>Less previous payments:</u>	<u>\$ 0.00</u>
Payment Recommended	\$ 335,449.58

Because the out-of-scope work detailed above was unauthorized by HEI or District staff and is in exceedence of the 10% contingency authorized by the Board of Managers, we cannot recommend payment in full of these items. The Board of Managers may consider one of three options for these items:

1. Payment in full;
2. Payment only up to the plan quantity; or
3. Payment of the excess quantities at a negotiated reduced unit cost.

Please note that the Contract has a provision that if the quantity of any item is more than 25% of plan quantity, that the unit price can be renegotiated.

Attachments

The following items are included with this memorandum as attachments:

- Payment Certification form. (This form is a contract document that formally certifies the payment. We have completed this form using the payment recommended above. If the Board desires to issue payment of additional out-of-scope items at this time, we can modify this form);
- Payment summary spreadsheet;
- Pay request summary from PCI;
- Payment explanation from PCI;
- Trucking tickets from PCI; and
- Letter from PCI detailing their point of view of the Haul & Disposal of Organic Soils Offsite overage.

HEI has maintained daily and weekly construction observation logs throughout the project that detail activities and discussions related to the out-of-scope work. For this reason, we do not feel it is necessary to reiterate any discrepancies between perspectives of PCI and HEI regarding this topic at this time.

PARTIAL PAYMENT CERTIFICATION

OWNER: Rice Creek Watershed District
ENGINEER: Houston Engineering Inc.

PROJECT: Anoka / Washington JD4 Repairs &
Realignment Project
CONTRACTOR: Peterson Companies, Inc.

PARTIAL PAYMENT: 1
PERIOD OF ESTIMATE: Through 11/05/12

CONTRACT CHANGE ORDER SUMMARY

No.	Deduction	Additions
1		6,564.00
2		
Totals		6,564.00
Net Change to Contract		

CONTRACT TIME:

Original Days:

Revisions:

Days Remaining:

On Schedule (y/n):

Starting Date:

Projected Completion: November 30,
2012

ESTIMATE

Original Contract Amount.....	\$ 349,896.40
Change Orders.....	\$ 6,564.00
Revised Contract Amount.....	\$ 356,460.40
Completed to Date Amount.....	\$ 352,154.82
Materials On-Site.....	\$ 0.00
Subtotal.....	\$ 352,154.82
Retainage.....	\$ 17,655.24
Previous Payments.....	\$ 0.00
Amount Due This Payment.....	\$ 335,449.58

(see attached breakdown)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief, the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and for which payments were received from the Owner, and that current payment shown herein is now due.

Contractor: _____

By: _____

Date: _____

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: _____

By: _____

Date: _____

OWNER'S APPROVAL

Owner: _____

By: _____

Date: _____

Anoka / Washington Judicial Ditch 4 Repairs and Realignment Project

Houston Eng PROJECT NO: 555-060.18

Pay App # 1 Work thru 11/5/2012

Item	Unit	Unit	Quantity	Contract		Peterson Construction (requested)		Authorized		Balance to Finish
				Unit Price	Amount	Quantity	Quantity	Amount		
1	MOBILIZATION	LUMP SUM	1.00	\$21,740.00	\$21,740.00	0.93	0.93	\$20,120.00	\$1,620.00	
2	CLEARING	ACRE	2.00	\$3,500.00	\$7,000.00	2.00	2.00	\$7,000.00	\$0.00	
3	REMOVE CMP CULVERTS	LIN. FT.	156.00	\$12.50	\$1,950.00	156.00	156.00	\$1,950.00	\$0.00	
4	REMOVE 6' BRIDGE	LUMP SUM	1.00	\$1,100.00	\$1,100.00	1.00	1.00	\$1,100.00	\$0.00	
5	COMMON EXCAVATION (CV)(P)	CU. YD.	23623.00	\$4.22	\$99,689.06	23,623.00	23,623.00	\$99,689.06	\$0.00	
6	CLAY EXCAVATION & PLACEMENT (CV)(P)	CU. YD.	10683.00	\$4.86	\$51,919.38	10,683.00	10,683.00	\$51,919.38	\$0.00	
7	HAUL & DISPOSE OF ORGANIC SOILS OFFSITE (LV)	CU. YD.	5082.00	\$8.00	\$40,656.00	10,678.00	5,082.00	\$40,656.00	\$0.00	
8	WATER CONTROL	LUMP SUM	1.00	\$2,000.00	\$2,000.00	1.00	1.00	\$2,000.00	\$0.00	
9	MOTOR GRADER	HOURS	10.00	\$150.00	\$1,500.00	18.50	18.50	\$2,775.00	\$0.00	
10	AGGREGATE BASE, CLASS 5	TON	77.00	\$14.00	\$1,078.00	79.28	79.28	\$1,109.92	\$0.00	
11	12" GS APRON	EACH	1.00	\$238.00	\$238.00	0.00	0.00	\$0.00	\$0.00	
12	18" GS APRON	EACH	7.00	\$253.00	\$1,771.00	8.00	8.00	\$2,024.00	\$0.00	
13	48" GS APRON	EACH	2.00	\$921.00	\$1,842.00	2.00	2.00	\$1,842.00	\$0.00	
14	48" RCP APRON	EACH	1.00	\$1,125.00	\$1,125.00	1.00	1.00	\$1,125.00	\$0.00	
15	48" RCP APRON W/ GRATE	EACH	1.00	\$2,820.00	\$2,820.00	1.00	0.50	\$1,410.00	\$1,410.00	
16	60" RCP APRON	EACH	2.00	\$1,385.00	\$2,770.00	2.00	2.00	\$2,770.00	\$0.00	
17	48" RCP SEWER, CL. 3	LIN. FT.	486.00	\$95.75	\$46,534.50	486.00	486.00	\$46,534.50	\$0.00	
18	60" RCP SEWER, CL. 3	LIN. FT.	16.00	\$207.00	\$3,312.00	16.00	16.00	\$3,312.00	\$0.00	
19	12" HDPE SEWER	LIN. FT.	266.00	\$17.00	\$4,522.00	0.00	0.00	\$0.00	\$0.00	
20	18" HDPE SEWER	LIN. FT.	105.00	\$39.00	\$4,095.00	300.00	300.00	\$11,700.00	\$0.00	
21	18" CMP SEWER	LIN. FT.	50.00	\$33.64	\$1,682.00	121.00	121.00	\$4,070.44	\$0.00	
22	48" CMP SEWER	LIN. FT.	42.00	\$85.38	\$3,585.96	42.00	42.00	\$3,585.96	\$0.00	
23	CONNECT TO EXISTING TILE	EACH	1.00	\$500.00	\$500.00	1.00	1.00	\$500.00	\$0.00	
24	IN-LINE WATER CONTROL STRUCTURE	EACH	1.00	\$6,650.00	\$6,650.00	1.00	1.00	\$6,650.00	\$0.00	
25	MANHOLE, 72", W/CASTING	EACH	1.00	\$4,010.00	\$4,010.00	1.00	1.00	\$4,010.00	\$0.00	
26	RANDOM RIPRAP, CLASS 2	CU. YD.	12.00	\$130.00	\$1,560.00	11.68	11.68	\$1,518.40	\$41.60	
27	RANDOM RIPRAP, CLASS 3	CU. YD.	155.00	\$82.00	\$12,710.00	143.63	143.63	\$11,777.66	\$932.34	
28	GEOTEXTILE FILTER FABRIC TYPE 4	SQ. YD.	405.00	\$2.80	\$1,134.00	500.00	500.00	\$1,400.00	\$0.00	
29	TRAFFIC CONTROL	LUMP SUM	1.00	\$10,200.00	\$10,200.00	1.00	1.00	\$10,200.00	\$0.00	
30	TREATED TIMBER (2"x12")	LIN.FT.	20.00	\$10.75	\$215.00	20.00	20.00	\$215.00	\$0.00	
31	SILT FENCE, TYPE PREASSEMBLED	LIN. FT.	385.00	\$2.00	\$770.00	385.00	385.00	\$770.00	\$0.00	
32	FLOATATION SILT CURTAIN, TYPE WORK AREA	LIN. FT.	40.00	\$14.00	\$560.00	40.00	40.00	\$560.00	\$0.00	
33	SEEDING, MULCH, FERTILIZER, & DISK ANCHORING	ACRE	8.50	\$995.00	\$8,457.50	7.90	7.90	\$7,860.50	\$597.00	
34	EROSION CONTROL BLANKET, CATEGORY 1	SQ. YD.	100.00	\$2.00	\$200.00	0.00	0.00	\$0.00	\$200.00	
				Subtotal	\$349,896.40			\$352,154.82	\$4,800.94	
CO-01										
	24" RCP Apron	EACH	1.00	\$950.00	\$950.00	1.00	1.00	\$950.00		
								Subtotal	\$353,104.82	
								5% Retainage	\$17,655.24	
								Grand Total	\$335,449.58	



Peterson Companies, Inc.
 8326 Wyoming Trail
 Chisago City, MN 55013
 Phone: (651) 257-6864
 Fax: (651) 257-3393

INVOICE

17952

www.petersoncompanies.net

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

SHIP TO Houston Engineering, Inc.
 6901 East Fish Lake Road
 Suite 140
 Maple Grove, MN 55369

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
RCWD				Net 30	11/5/12	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Anoka Washington JD 4 Partial Pay Estimate #1. See attached for unit breakdown	382,049.92	382,049.92

ITEM TOTAL	382,049.92
TAX	0.00
TOTAL AMOUNT	382,049.92

To(OWNER): Rice Creek Watershed District
4325 Pheasant Ridge Drive
Suite 611
Blaine, MN 55449

Project: Anoka/Washington JD4
145th & Elmcrest Ave N
Forest Lake, MN 55025

Application No: 1
Invoice No: 17952
Invoice Date: 11/5/2012
Terms: Net 30
Due Date: 12/5/2012
Period To: 11/3/2012
Project No: 12118F
Contract Date: 7/18/2012

From: Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013
(651) 257-6864

Via(Architect/
Engineer) Houtson Engineering, Inc.
6901 East Fish Lake Rd.
Suite 140
Maple Grove, MN 55369-5455

For: Anoka / Washington JD4

Original Contract sum.....	349,896.40
Change Orders.....	3,825.00
Contract sum.....	353,721.40
Completed to date.....	402,157.82
Retainage.....	20,107.90
Total earned less retainage.....	382,049.92
Previous billings.....	0.00
Current payment due.....	382,049.92
Sales tax.....	0.00
Total due.....	382,049.92

To(OWNER): Rice Creek Watershed District
 4325 Pheasant Ridge Drive
 Suite 611
 Blaine, MN 55449

Project: Anoka/Washington JD4
 145th & Elmcrest Ave N
 Forest Lake, MN 55025

Via(Architect/ Houtson Engineering, Inc.
 Engineer) 6901 East Fish Lake Rd.
 Suite 140
 Maple Grove, MN 55369-5455

Application No: 1
 Invoice No: 17952
 Invoice Date: 11/5/2012
 Terms: Net 30
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 Period To: 11/3/2012
 Project No: 12118F
 Contract Date: 7/18/2012

From: Peterson Companies, Inc.
 8326 Wyoming Trail
 Chisago City, MN 55013
 (651) 257-6864

For: Anoka / Washington JD4

Combined they
 total the mob line
 item per contract

No.	Description	Quantity	Unit	Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
1	MOBILIZATION	1		1,500.00	1,500.00	0.9	1,350.00	0.00	1,350.00
1	MOBILIZATION	1		14,700.00	14,700.00	0.9	13,230.00	0.00	13,230.00
1	MOBILIZATION	1		4,640.00	4,640.00	1	4,640.00	0.00	4,640.00
1	MOBILIZATION	1		900.00	900.00	1	900.00	0.00	900.00
2	CLEARING	2	ACRE	3,500.00	7,000.00	2	7,000.00	0.00	7,000.00
3	REVOVE CMP CULVERTS	156	LF	12.50	1,950.00	156	1,950.00	0.00	1,950.00
4	REMOVE 6' BRIDGE	1	LS	1,100.00	1,100.00	1	1,100.00	0.00	1,100.00
5	COMMON EXCAVATION	23,623	CY	4.22	99,689.06	23,623	99,689.06	0.00	99,689.06
6	CLAY EXCAVATION & PLACEMENT (CV)(P)	10,683	CY	4.86	51,919.38	10,683	51,919.38	0.00	51,919.38
7	HAUL & DISPOSE OF ORGANIC SOILS OFFSITE	5,082	CY	8.00	40,656.00	10,678	85,424.00	0.00	85,424.00
8	WATER CONTROL	1	LS	2,000.00	2,000.00	1	2,000.00	0.00	2,000.00
9	MOTOR GRADER	10	HRS	150.00	1,500.00	18.5	2,775.00	0.00	2,775.00
10	AGGREGATE BASE, CLASS 5	77	TON	14.00	1,078.00	79.28	1,109.92	0.00	1,109.92
11	12" GS APRON	1	EA	238.00	238.00	0	0.00	0.00	0.00
12	18" GS APRON	7	EA	253.00	1,771.00	8	2,024.00	0.00	2,024.00
13	48" GS APRON	2	EA	921.00	1,842.00	2	1,842.00	0.00	1,842.00
14	48" RCP APRON	1	EA	1,125.00	1,125.00	1	1,125.00	0.00	1,125.00
15	48" RCP APRON W/ GRATE	1	EA	2,820.00	2,820.00	1	2,820.00	0.00	2,820.00
16	60" RCP APRON	2	EA	1,385.00	2,770.00	2	2,770.00	0.00	2,770.00
17	48" RCP SEWER, CL. 3	486	LF	95.75	46,534.50	486	46,534.50	0.00	46,534.50
18	60" RCP SEWER, CL. 3	16	LF	207.00	3,312.00	16	3,312.00	0.00	3,312.00
19	12" HDPE SEWER	266	LF	17.00	4,522.00	0	0.00	0.00	0.00
20	18" HDPE SEWER	105	LF	39.00	4,095.00	300	11,700.00	0.00	11,700.00
21	18" CMP SEWER	50	LF	33.64	1,682.00	121	4,070.44	0.00	4,070.44
22	48" CMP SEWER	42	LF	85.38	3,585.96	42	3,585.96	0.00	3,585.96
23	CONNECT TO EXISTING TILE	1	EA	500.00	500.00	1	500.00	0.00	500.00
24	IN-LINE WATER CONTROL STRUCTURE	1	EA	6,650.00	6,650.00	1	6,650.00	0.00	6,650.00
25	MANHOLE, 72", W/ CASTING	1	EA	4,010.00	4,010.00	1	4,010.00	0.00	4,010.00
26	RANDOM RIPRAP, CLASS 2	12	CY	130.00	1,560.00	11.68	1,518.40	0.00	1,518.40
27	RANDOM RIPRAP, CLASS 3	155	CY	82.00	12,710.00	143.63	11,777.66	0.00	11,777.66
28	GEOTEXTILE FILTER FABRIC TYPE 4	405	SY	2.80	1,134.00	500	1,400.00	0.00	1,400.00
29	TRAFFIC CONTROL	1	LS	10,200.00	10,200.00	1	10,200.00	0.00	10,200.00
30	TREATED TIMBER(2"X12")	20	LF	10.75	215.00	20	215.00	0.00	215.00
31	SILT FENCE, TYPE PREASSEMBLED	385	LF	2.00	770.00	385	770.00	0.00	770.00

To(OWNER): Rice Creek Watershed District
 4325 Pheasant Ridge Drive
 Suite 611
 Blaine, MN 55449

From: Peterson Companies, Inc.
 8326 Wyoming Trail
 Chisago City, MN 55013
 (651) 257-6864

Project: Anoka/Washington JD4
 145th & Elmcrest Ave N
 Forest Lake, MN 55025

Via(Architect/Engineer): Houtson Engineering, Inc.
 6901 East Fish Lake Rd.
 Suite 140
 Maple Grove, MN 55369-5455

Application No: 1
 Invoice No: 17952
 Invoice Date: 11/5/2012
 Terms: Net 30
 Due Date: 12/5/2012
 Period To: 11/3/2012
 Project No: 12118F
 Contract Date: 7/18/2012

For: Anoka / Washington JD4

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
32	FLOATATION SILT CURTAIN, TYPE WORK AREA	40	LF	14.00	560.00	40	560.00	0.00	560.00
33	SEEDING, MULCH, FERTILIZER & DISK ANCHORING	8.5	ACRE	995.00	8,457.50	7.9	7,860.50	0.00	7,860.50
34	EROSION CONTROL BLANKET, CATEGORY 1	100	SY	2.00	200.00	0	0.00	0.00	0.00
CO1.30	24" FES	1	EA	945.00	945.00	1	945.00	0.00	945.00
CO2.30	Respread Topsoil	1		2,880.00	2,880.00	1	2,880.00	0.00	2,880.00
					<u>353,721.40</u>		<u>402,157.82</u>	<u>0.00</u>	<u>402,157.82</u>



November 5, 2012

JD 4 Ditch Realignment
Houston Engineering
Chris Otterness

RE: Payment Application Explanation

Chris,

I have added a few notes that correspond to certain items of the pay request. The majority of the items are straight forward and do not require an explanation.

Item#1: Mobilization

For our bookkeeping purposes this line item had to be split into 4 items. The second two that are billed in full are the clear and grubbing mobilization and our surveying expenses.

Item #7: Haul & Dispose

We have sent along separate correspondence regarding this line item.

Item #10: Aggregate Base

See attached tickets for quantities.

Item #19 & 20: HDPE Sewer Pipe

As discussed, all of the 18" was invoiced per the 18" line item and the 12" line item was left at a 0 quantity.

Items #26 & #27: Rip Rap

See attached tickets / trucking sheets for quantity verification.

Item #33 & #34: Seed / Erosion Blanket

These areas were surveyed on November 5th via GPS to check quantities. Please let us know if you require a marked up plan showing quantities.

Item CO1: 24" FES

This was part of Change Order #1.

Item CO2: Topsoil Respread

This amount was derived off of the actual time spent re-spreading topsoil over the substation area:

16 hours dozer @ \$180.00 = \$2,880.00

TICKET # 3978

PIT ID Shop

DATE Oct 23, 2012

TRUCK # 7

LAKE, MN 55025
(651) 464-6802 Office
(651) 464-8456 Fax
Dispatch (612) 770-6693

SALES RECEIPT

CUSTOMER NAME Peterson Co.

CUSTOMER BILLING ADDRESS _____

PRODUCT #2 Rip Rap QUANTITY 16.35

JOB _____ JOB LOC _____

PRICE PER TON _____

SIGNATURE [Signature]

OFFICE

RECEIVED
NOV 02 2012

CE #: 5671

10/31/2012

Total
\$474.15
\$474.15
\$33.78
\$507.93

16.35 / 1.4 = 11.68 CY
Class II Rip Rap

assessed on

Ticket No. 20568

Drive
West Lake, MN 55025
(651) 464-6802

Truck No. 114 Date: 10-23-12

Trailer No. 121 Job Name:

Bill To: Peterson Job No.

LOCATION AND DESCRIPTION	Total Loads	Time	Total Hours
From: Astor	3	Start	9
		Stop	
To: Columbus		Start	
Type of Mat: Rip Rap #3		Stop	

RECEIVED

#: 5675 NOV 02 2012

10/31/2012

Load Time	Ticket Number	Net Weight	Load Time
1 945		25.06	11
2 1230		24.19	12
3 408		24.75	13
		25.74	14
4			15
5			16
6			17
7			18
8			19
9			20
10			

23 OCT 12 09:50:14AM
NO PINE 972, LOADER 0
ID 116
Rip Rap 25.76 ton

23 OCT 12 12:43:52PM
NO PINE 972, LOADER 0
ID 116
TRUCK
24.19 ton

23 OCT 12 03:57:28PM
NO PINE 972, LOADER 0
ID 116
TRUCK
25.74 ton

75.69 / 1.4 = 54.06 CY
Class III

Total
\$2,346.39
\$3,019.40
\$5,365.79
\$382.31
\$5,748.10

DRIVER DCW FUEL

MILEAGE START STOP

AUTHORIZED SIGNATURE OFFICE

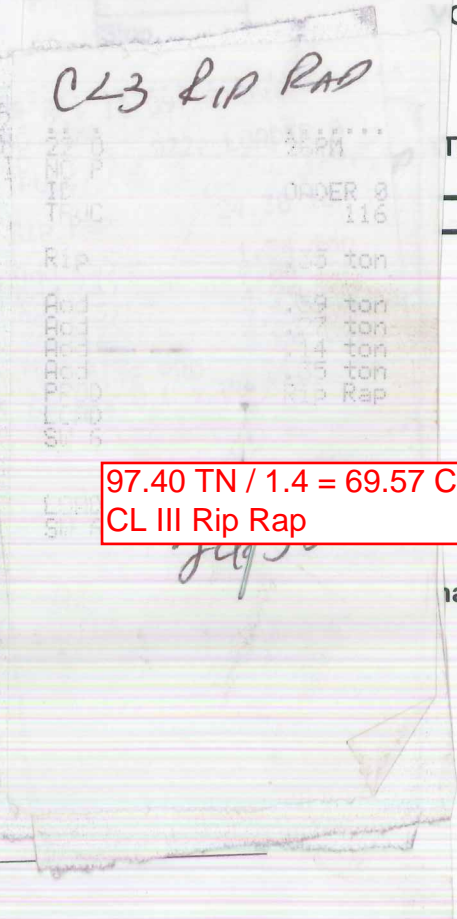
be assessed on

Truck No. T-115 Date: 10-23-2012
 Trailer No. TR124 Job Name: Peterson Companies
 Bill To: _____ Job. No. Columbus

LOCATION AND DESCRIPTION	Total Loads	Time	Total Hours
From: <u>Fogt Pit</u>	<u>4</u>	Start	
To: <u>Columbus</u>		Stop	
		Start	

Type of Mat: CL3 Rip Rap

Load Time	Ticket Number	Net Weight	Load Time
1 6:00		<u>24.35</u>	11
2 9:20		<u>24.38</u>	12
3 12:41		<u>24.25</u>	13
4 3:55		<u>24.42</u>	14
5			15
6			16
7			17
8			18
9			19
10			20



RECEIVED

OFFICE #: 5675 NOV 02 2012

DATE: 10/31/2012

	Total
=	\$2,346.39
=	\$3,019.40
	\$5,365.79
	\$382.31
	\$5,748.10

97.40 TN / 1.4 = 69.57 CY
 CL III Rip Rap

Charge will be assessed on

DRIVER St. Val FUEL

MILEAGE START STOP 202507

AUTHORIZED SIGNATURE _____

OFFICE

800

DAILY TRUCKING REPORT & TIMESHEET



Date: 10-3-12
Name: John Herten Company: PW

Truck #: _____ # of Axles: _____

2 tandem loads of CLASS III rip rap: 28 TN | 28 / 1.4 = 20 CY

Start Time for Day: 10:30 AM/PM

Stop Time for Day: 1:30 AM/PM

Load Time: 11:00 Dump Time: 11:25 (1)
 Load Site: Shop Dump Site: Columbus
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: 12118 Phase: 30
 Material*: 4 in Rip Rap
 Qty: 14 TONS/YDS

Load Time: 12:20 Dump Time: 1:00 (2)
 Load Site: Shop Dump Site: Columbus
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: 12118 Phase: 30
 Material*: 2-4 Rip Pit
 Qty: 14 TONS/YDS

Load Time: _____:_____ Dump Time: _____:_____ (3)
 Load Site: _____ Dump Site: _____
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: _____ Phase: _____
 Material*: _____
 Qty: _____ TONS/YDS

Load Time: _____:_____ Dump Time: _____:_____ (4)
 Load Site: _____ Dump Site: _____
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: _____ Phase: _____
 Material*: _____
 Qty: _____ TONS/YDS

Load Time: _____:_____ Dump Time: _____:_____ (5)
 Load Site: _____ Dump Site: _____
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: _____ Phase: _____
 Material*: _____
 Qty: _____ TONS/YDS

Load Time: _____:_____ Dump Time: _____:_____ (6)
 Load Site: _____ Dump Site: _____
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: _____ Phase: _____
 Material*: _____
 Qty: _____ TONS/YDS

Load Time: _____:_____ Dump Time: _____:_____ (7)
 Load Site: _____ Dump Site: _____
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: _____ Phase: _____
 Material*: _____
 Qty: _____ TONS/YDS

Load Time: _____:_____ Dump Time: _____:_____ (8)
 Load Site: _____ Dump Site: _____
 (Pit/Vendor/Job Name) (Pit/Vendor/Job Name)
 Job #: _____ Phase: _____ Job #: _____ Phase: _____
 Material*: _____
 Qty: _____ TONS/YDS

* Refer to Employee Materials List for Material Codes and Descriptions - you must use BOTH!

31 OCT 12 04:24:31PM
No Fine
ID 744, LOADER 0
TRUCK 20
Class 6 16.14 ton
Add (2) 8.43 ton
Add (1) 7.71 ton
LOADRITE PRO
SW 60270 V 1.08

INC.

TICKET # 3993

PIT ID Shop

DATE 10/31/12

TRUCK # 20

LOADRITE PRO
SW 60270 V 1.08

ES RECEIPT

Companies

14.79 ✓
15.42 ✓
16.09 ✓
16.14 ✓
16.84

CUSTOMER BILLING ADDRESS _____

PRODUCT Recycle _____

QUANTITY

79.28 TN Recycle CL 5

JOB 12118 _____

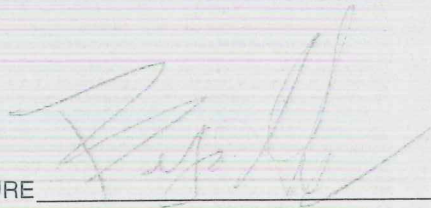
JOB LOCATION _____

PRICE PER TON

18.50 + tax / ton

#12118.20

SIGNATURE _____



CUSTOMER



November 5, 2012

Anoka / Washington Judicial Ditch 4 Project
Houston Engineering; Chris Otterness

RE: Haul & Dispose of Organic Soils Offsite

Chris,

This letter is in regards to our pay request #1, in particular the amount invoiced for the Haul & Dispose of Organic Soils Offsite line item. This item has been discussed in depth numerous times as the quantity exported more than doubled from the original value. We have invoiced this item for the actual amount exported, 10,678 CY.

I understand that the Houston Engineering has informed the Rice Creek Watershed District Board of the quantity over run and that approvals are pending their review. I would like to take the opportunity to briefly share our point of view on the situation that led to this amount of material exported. I only deem this necessary as this item carries a substantial monetary value and is construed by some to be an issue of sorts.

Prior to any material leaving the site there was a meeting held to discuss the schedule for the export operation. It was agreed that we would be starting on Monday, the 1st of October, that we would be utilizing straight trucks and that the export operation would roughly run until the following Wednesday or Thursday at the latest. (10th or 11th of October) Houston Engineering requested that we provide a report on Friday the 5th with our up to date quantities. Peterson Companies did in fact send a report to numerous project representatives from Houston Engineering that Friday that showed a current quantity of 5,504 CY exported as of 10-4-12, already in excess of the line item quantity.

At the end of the day on Friday October 4th we were only to the corner of Elmcrest. Houston Engineering was informed that we had planned on utilizing mostly side dump trailers and adding trucks as we were off of the smaller billboard gravel path and now able to export from Elmcrest. The inspector was onsite every day while we were exporting and was aware of the amount of material heading offsite.

As the export operation continued on Monday, we casted as much material as possible into the berm area which actually was widened a great deal and was 2-3' higher than proposed. On Wednesday, our last day hauling, Houston informed us to stop exporting material and that it needed to go somewhere onsite. We shifted a great deal of trucks to begin hauling to the sub-station area which was filled up. All waste areas onsite were maximized to the greatest extents possible. At the end of the day Wednesday the ditch was completed.

Peterson Companies sent Houston Engineering a tabulation of final quantities exported which amounted to 10,678 CY. We are invoicing for this amount as this is the volume that was exported from the site. Peterson Companies followed all necessary contract obligations while completing the export. I have included both quantity reports that were previously furnished to Houston Engineering. If you should need a copy of all trucking tickets / reports please let us know and we will provide. Please feel free to contact me with any questions or to discuss this item further.

Curt Peterson



Date	TRUCK	AXLES	BLACK OUT (YDS)
10/1/2012	20	TRI	84.00
10/1/2012	24	TANDEM	84.00
10/1/2012	278	QUINT	162.00
10/1/2012	317	QUINT	162.00
10/1/2012	D-6	QUINT	162.00
10/1/2012	DK21	QUINT	162.00
10/2/2012	20	TRI	56.00
10/2/2012	24	TANDEM	70.00
10/2/2012	278	QUINT	198.00
10/2/2012	317	QUINT	198.00
10/2/2012	D-6	QUINT	198.00
10/2/2012	DK21	QUINT	216.00
10/3/2012	3	QUAD	144.00
10/3/2012	20	TRI	140.00
10/3/2012	24	TANDEM	140.00
10/3/2012	71	TRI	154.00
10/3/2012	278	QUINT	198.00
10/3/2012	317	QUINT	198.00
10/3/2012	524	TRI	154.00
10/3/2012	D-6	QUINT	198.00
10/3/2012	DK21	QUINT	198.00
10/4/2012	3	QUAD	234.00
10/4/2012	20	TRI	154.00
10/4/2012	24	TANDEM	98.00
10/4/2012	29	QUINT	234.00
10/4/2012	71	TRI	182.00
10/4/2012	101	QUAD	144.00
10/4/2012	167	QUAD	216.00
10/4/2012	278	QUINT	216.00
10/4/2012	317	QUINT	216.00
10/4/2012	D-6	QUINT	216.00
10/4/2012	DK21	QUINT	234.00
10/4/2012	T-51	TRI	168.00
			5,504.00

NOTES:

1) Quantities have been calculated using the following load sizes:

QUADS/QUINTS 18.00 CY
 TRI/TANDEM 14.00 CY



Date	COMPANY	TRUCK	AXLES	BLACK OUT (YDS)
10/1/2012	PETERSON CO	20	TRI	84.00
10/1/2012	PETERSON CO	24	TANDEM	84.00
10/1/2012	SHAW	278	QUINT	162.00
10/1/2012	SHAW	317	QUINT	162.00
10/1/2012	SHAW	D-6	QUINT	162.00
10/1/2012	SHAW	DK21	QUINT	162.00
10/2/2012	PETERSON CO	20	TRI	56.00
10/2/2012	PETERSON CO	24	TANDEM	70.00
10/2/2012	SHAW	278	QUINT	198.00
10/2/2012	SHAW	317	QUINT	198.00
10/2/2012	SHAW	D-6	QUINT	198.00
10/2/2012	SHAW	DK-21	QUINT	216.00
10/3/2012	JACOB'S TRUCKING	3	QUAD	144.00
10/3/2012	PETERSON CO	20	TRI	140.00
10/3/2012	PETERSON CO	24	TANDEM	140.00
10/3/2012	JACOB'S TRUCKING	71	TRI	154.00
10/3/2012	SHAW	278	QUINT	198.00
10/3/2012	SHAW	317	QUINT	198.00
10/3/2012	JACOB'S TRUCKING	524	TRI	154.00
10/3/2012	SHAW	D-6	QUINT	198.00
10/3/2012	SHAW	DK21	QUINT	198.00
10/4/2012	JACOB'S TRUCKING	3	QUAD	234.00
10/4/2012	PETERSON CO	20	TRI	154.00
10/4/2012	PETERSON CO	24	TANDEM	98.00
10/4/2012	SHAW	29	QUINT	234.00
10/4/2012	JACOB'S TRUCKING	71	TRI	182.00
10/4/2012	SHAW	101	QUAD	144.00
10/4/2012	SHAW	167	QUAD	216.00
10/4/2012	SHAW	278	QUINT	216.00
10/4/2012	SHAW	317	QUINT	216.00
10/4/2012	SHAW	D-6	QUINT	216.00
10/4/2012	SHAW	DK21	QUINT	234.00
10/4/2012	ALL PHASE	T-51	TRI	168.00
10/5/2012	PETERSON CO	24	TANDEM	42.00
10/5/2012	SHAW	101	QUAD	90.00
10/5/2012	SHAW	167	QUAD	18.00
10/6/2012	PETERSON CO	24	TANDEM	14.00
10/6/2012	SHAW	J-29	QUAD	54.00
10/8/2012	PETERSON CO	24	TANDEM	98.00



Date	COMPANY	TRUCK	AXLES	BLACK OUT (YDS)
10/8/2012	SHAW	53	SIDEDUMP	260.00
10/8/2012	JACOB'S TRUCKING	71	TRI	182.00
10/8/2012	JACOB'S TRUCKING	86	TANDEM	98.00
10/8/2012	SHAW	132	SIDEDUMP	160.00
10/8/2012	SHAW	161	SIDEDUMP	240.00
10/8/2012	SHAW	245	SIDEDUMP	260.00
10/8/2012	SHAW	259	SIDEDUMP	260.00
10/8/2012	SHAW	695	SIDEDUMP	240.00
10/8/2012	SHAW	987	SIDEDUMP	260.00
10/9/2012	SHAW	53	SIDEDUMP	240.00
10/9/2012	JACOB'S TRUCKING	71	TRI	168.00
10/9/2012	SHAW	101	QUAD	216.00
10/9/2012	SHAW	132	SIDEDUMP	220.00
10/9/2012	SHAW	161	SIDEDUMP	200.00
10/9/2012	SHAW	167	QUAD	180.00
10/9/2012	SHAW	987	SIDEDUMP	240.00
10/9/2012	SHAW	J-29	QUAD	180.00
10/9/2012	SHAW	M-71	QUAD	180.00
10/9/2012	SHAW	S-28	SIDEDUMP	240.00
10/10/2012	JACOB'S TRUCKING	71	TRI	56.00
10/10/2012	SHAW	132	SIDEDUMP	100.00
10/10/2012	SHAW	161	SIDEDUMP	80.00
10/10/2012	SHAW	167	QUAD	72.00
10/10/2012	SHAW	278	QUINT	54.00
10/10/2012	SHAW	317	QUINT	54.00
10/10/2012	SHAW	987	SIDEDUMP	100.00
10/10/2012	SHAW	AMS14	SIDEDUMP	80.00
10/10/2012	SHAW	S-28	SIDEDUMP	100.00
10/10/2012	SHAW	S-29	QUAD	54.00
				10,678.00

NOTES:

1) Quantities have been calculated using the following load sizes:

QUADS/QUINTS	18.00	CY
TRI/TANDEM	14.00	CY
SIDEDUMPS	20.00	CY

ITEMS REQUIRING BOARD ACTION

7. Consider BMP Cost–Share Application R12-11
Jon Ridge Streambank Restoration. (Kyle
Axtell)

Date: November 8, 2012
To: RCWD Board of Managers
From: Kyle Axtell, Water Resource Specialist
Subject: R12-11 Ridge – Streambank Restoration
Water Quality BMP Cost-Share Application

R12-11 Jon Ridge

- Location: 2080 Long Lake Road, New Brighton
- Project Type: Streambank Restoration (Rice Creek)
- Total Eligible Project Cost: \$20,945.25 (RCD estimate)
- RCWD Cost-Share Request: \$10,000.00 (up to 50%)

BACKGROUND

This project, located at 2080 Long Lake Road in New Brighton, proposes stabilization and restoration of a 250 linear foot segment of Rice Creek streambank directly downstream of the outlet of Long Lake. Some of this project is considered to be emergency in nature due to the critical state of portions of the streambank.

Experimental stabilization work was completed at this site in 2002/2003 under the direction of the Ramsey Conservation District (Tom Peterson) and Association of Metro SWCDs (Gregg Thompson). Several different types of stabilization practices were utilized to repair the upstream half of the site and ultimately have not completely held up over the last ten years. Some of the cedar tree revetments are still functional. The total project cost at that time was \$16,940.90, of which \$3,239.95 was paid for by the RCWD. The Ramsey Conservation District funded a large portion of the rest of the project cost.

The Ramsey CD has prepared a plan set and has estimated the total project cost to be \$20,945.25. The landowner is completing an application at this time, which staff expects will be submitted prior to the 11/14/2012 Board meeting, to encumber up to \$10,000.00 in cost-share funding for this project, not to exceed 50% of eligible project expenses.

This proposal was considered by the RCWD Citizen Advisory Committee at its meeting held on November 7, 2012. RCWD staff made an error during that presentation, only providing the cost estimate for one section of the project. The CAC unanimously passed a motion recommending that the RCWD Board of Managers approve this project for up to \$5,000.00 in cost-share funding, not to exceed 50% of eligible project expenses. Again, this was based on an assumed total cost of \$10,112.65 not \$20,945.25. Staff has contacted members of the CAC to explain this error and is collecting comments related to the error. At the time of writing this memo, all CAC members who have responded were in favor of funding the project up to \$10,000.00.

RECOMMENDATION

RCWD's Citizen Advisory Committee and Staff recommend that the RCWD Board of Managers approve Water Quality BMP Cost-Share funds for the Ridge streambank project. RCWD Staff further recommends that the amount of cost-share encumbered for this project be \$10,000.00.

Proposed motion:

Manager _____ moves to approve RCWD Water Quality BMP Cost-Share Contract R12-11 for Jon Ridge's streambank restoration project, up to \$10,000.00, not to exceed 50% of eligible project expenses, in accordance with established program guidelines.

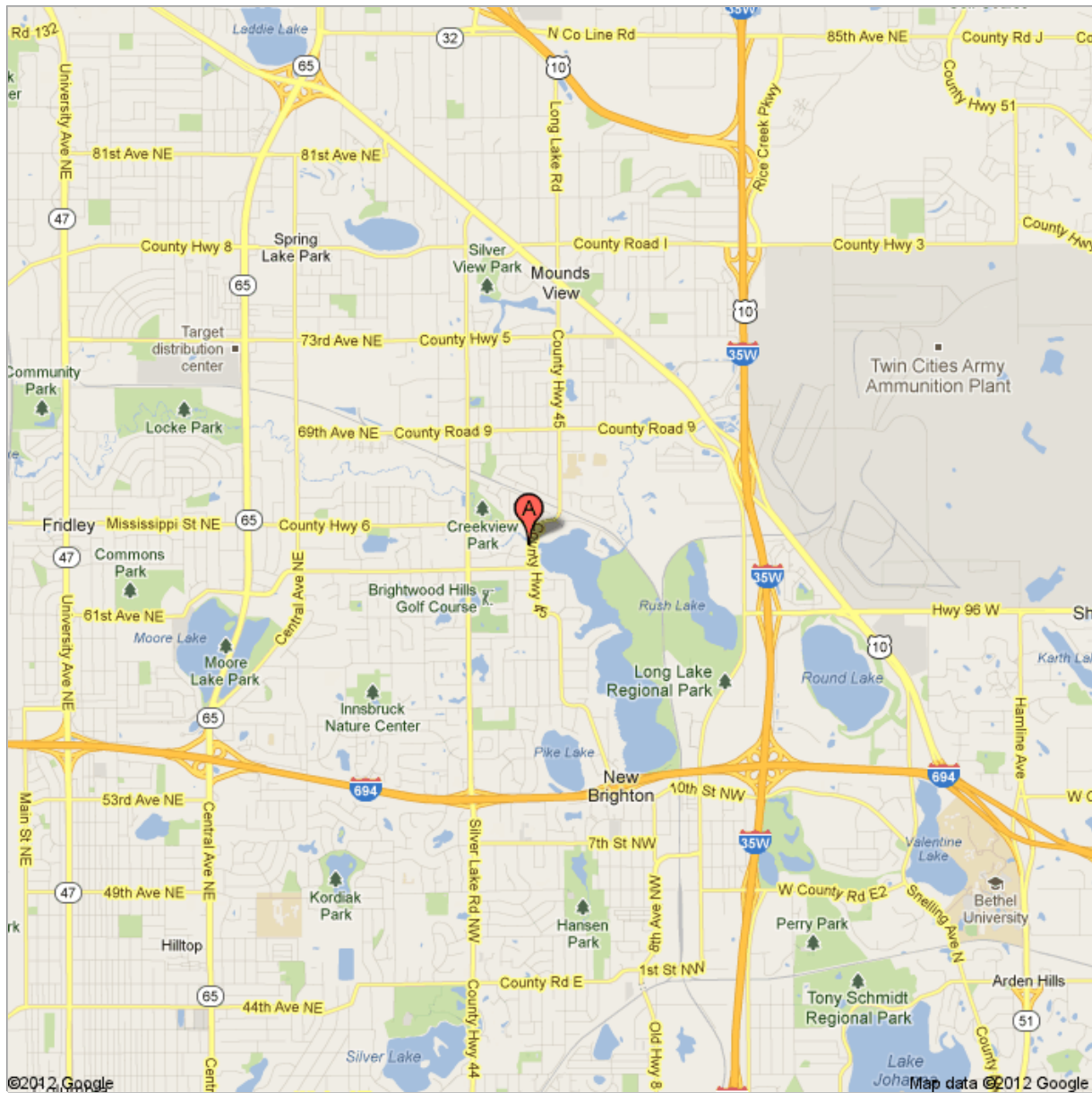


Address **2080 Long Lake Rd**
New Brighton, MN 55112

Get Google Maps on your phone



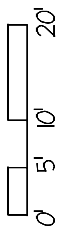
Text the word "GMAPS" to 466453



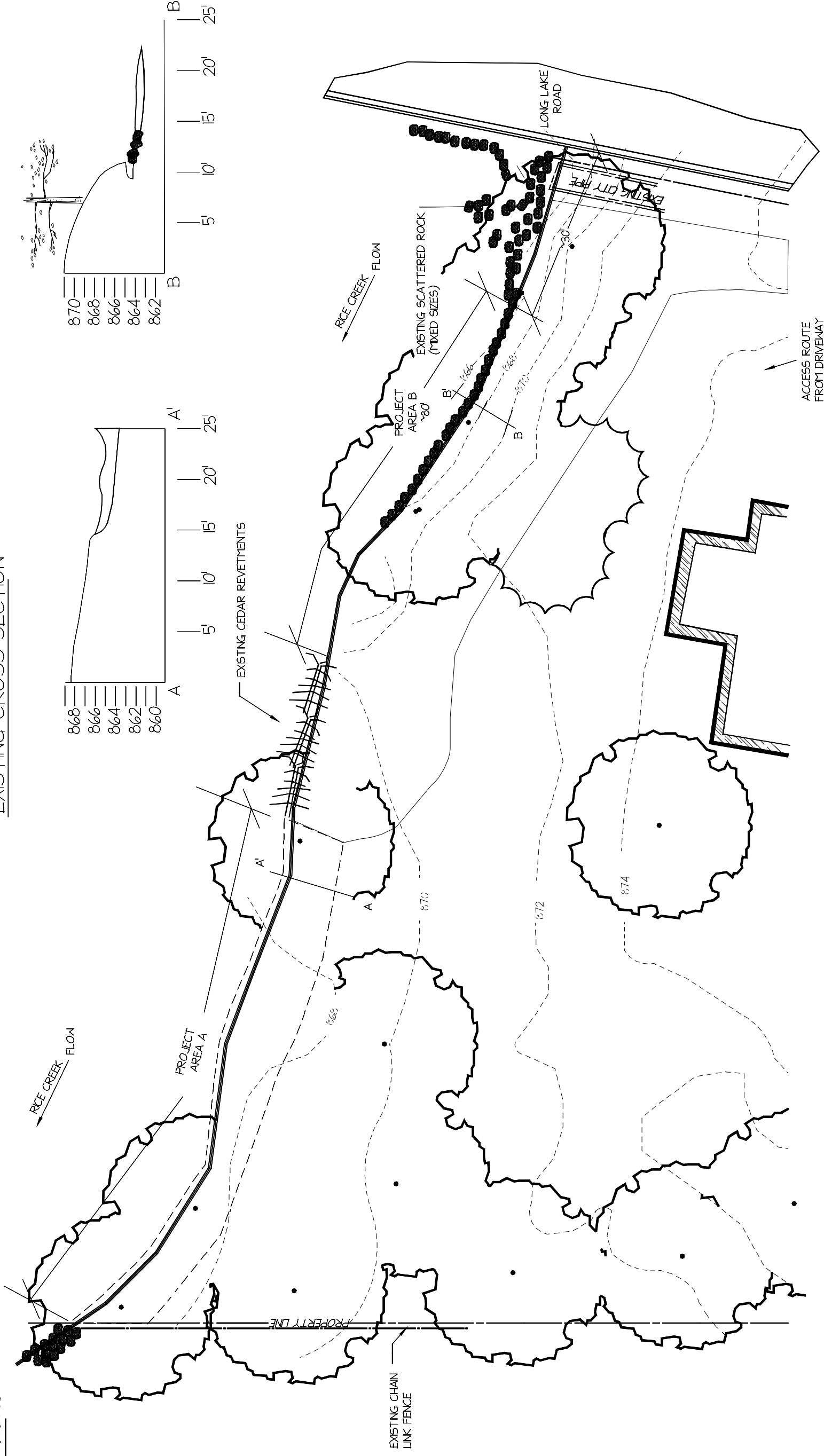
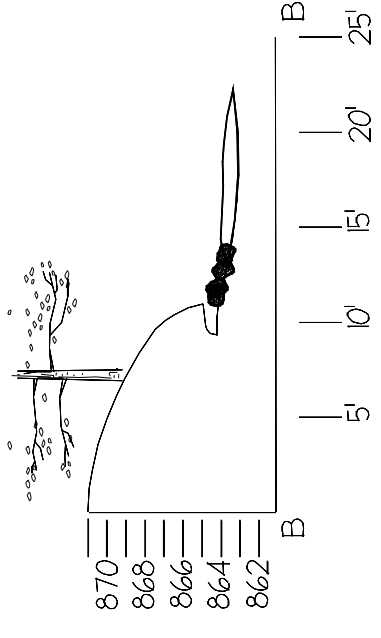
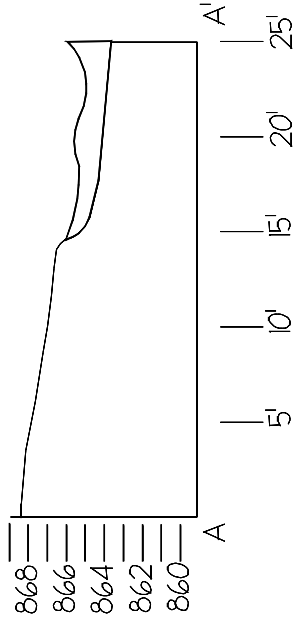
©2012 Google

Map data ©2012 Google

EXISTING CONDITIONS



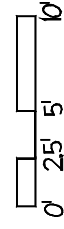
EXISTING CROSS SECTION



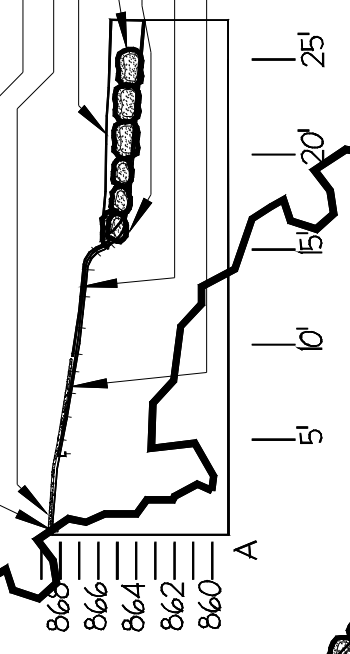
NOTES:
 -CALL GOPHER ONE 48 HOURS PRIOR TO DIGGING AT 651-4154-0002
 -CALL THE RCD WITH ANY QUESTIONS

STREAMBANK RESTORATION	
JOHN RIDGE & JUDY MIKOLA	
2080 LONG LAKE ROAD, NEW BRIGHTON 5512	
DEVELOPED & PROVIDED BY:	PAGE 1 OF 3
RICE CREEK WATERSHED DISTRICT (RCWD)	DATE 6-NOV-12
AND	SCALE 1" = 20'
RAMSEY CONSERVATION DISTRICT (RCD)	ORIGINAL 11" x 17"

SITE PREP & GRADING: SECTION A

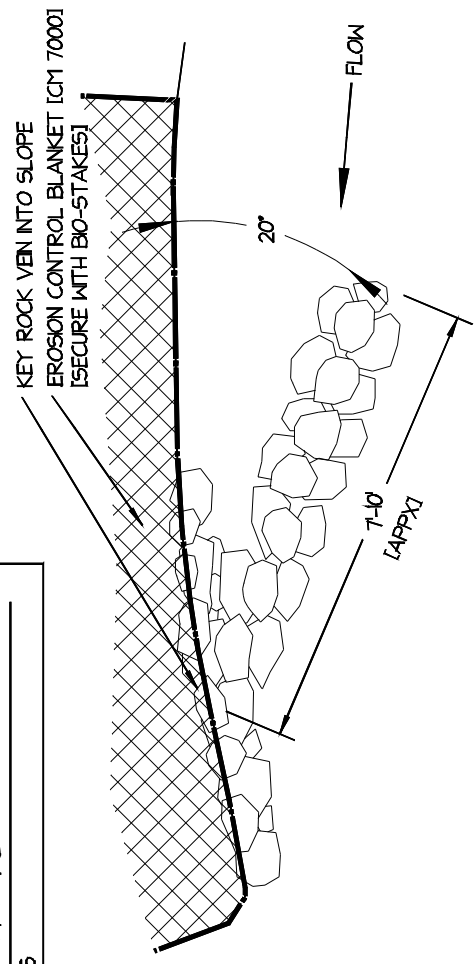


- ROCK VEINS (4)
- 18"-24" DIAMETER
- PLACE AT 20 DEGREE ANGLE UPSTREAM FROM SHORE
- ROCK REINFORCED TOE - 18"-24" STONE (APPROXIMATELY 25PERCENT OF STONE AVAILABLE ON SITE)
- REINFORCED STREAMBANK (DOUBLE HATCH)
- CM 9000 (ADJACENT TO STREAM)
- C125 (UPLAND)
- REINFORCED STREAMBANK (SINGLE HATCH)
- C125
- MULCH COVER
3" DOUBLE SHREDDED HARDWOOD
- PLANTING AREA OUTLINE
- BLEND INTO EXISTING RESTORED AREA

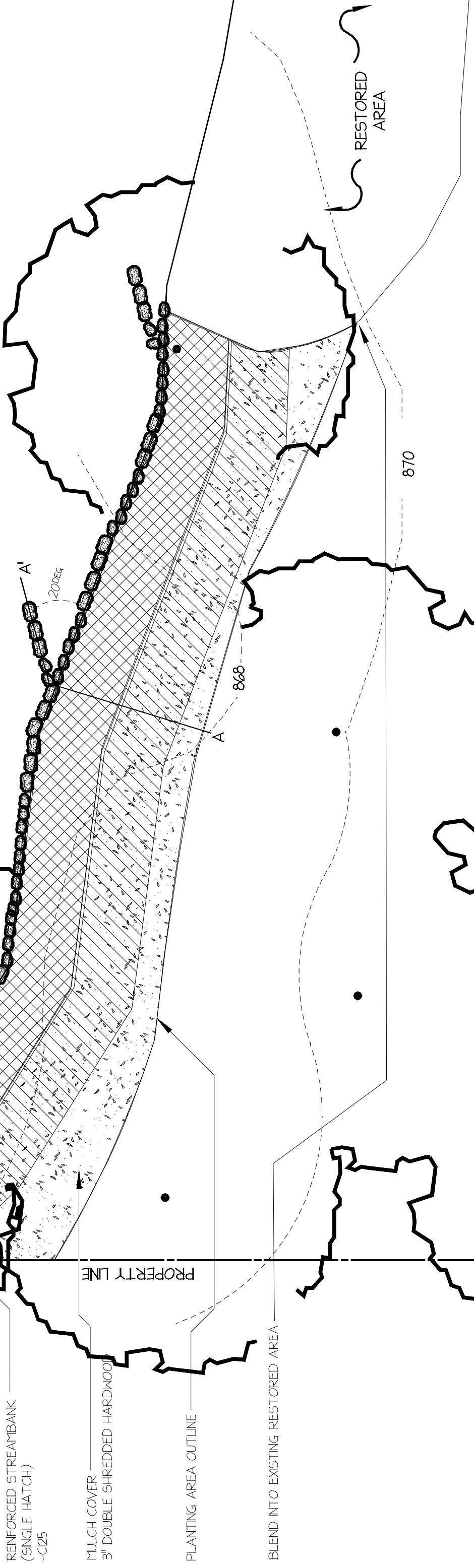


- MULCH EDGING (6"X 6" DEEP TRENCH)
3" OF DOUBLE-SHREDDED HARDWOOD MULCH
RICE CREEK AT OHW
ROCK VEIN (SET JUST BELOW OHW)
ROCK TOE
EROSION CONTROL BLANKET (CM 9000) WIDTHS
EROSION CONTROL BLANKET (C125) - 1 WIDTH

ROCK VEIN
NTS



RICE CREEK FLOW



NOTES:

- CALL GOPHER ONE 48 PRIOR TO DIGGING AT 651-454-0002 TO HAVE UTILITIES MARKED
- CALL THE RCD WITH ANY QUESTIONS
- PREP PROJECT AREA WITH WATER SAFE HERBICIDE (EX. RODEO)
- MONITOR FOR EFFECTIVENESS AND RETREAT IF NECESSARY. WAIT ONE TO TWO WEEKS AND REPEAT AGAIN IF NECESSARY
- INSTALL EROSION CONTROL BLANKET AS NOTED AND ATTACH PER MANUFACTURER'S DIRECTIONS AND ENSURE BLANKET CAN BE TUCKED UNDER ROCK TOE

- ADD EDGING
- MULCH UPLAND PROJECT AREA WITH 3" TWICE SHREDDED HARDWOOD MULCH

STREAMBANK RESTORATION
JOHN RIDGE
2080 LONG LAKE ROAD, NEW BRIGHTON 5512

DEVELOPED & PROVIDED BY:
RICE CREEK WATERSHED DISTRICT (RCWD)
AND
RAMSEY CONSERVATION DISTRICT (RCD)

PAGE 2 OF 3
DATE 6-NOV-12
SCALE 1" = 10'
ORIGINAL 11" x 17"

Ramsey Conservation District MATERIAL & COST ESTIMATE

John Ridge
2080 Long Lake Rd
New Brighton, MN 55112
Streambank Stabilization

LF: 112
SF: 1,770
Date: 4/9/2012

		Materials				
Item	Qty	Unit	Unit Cost	Amount	Potential Source	
Site Prep: Chemical App. - Rodeo/Roundup or alt CM9000, Bio D Mat 90, Cocomat 900, or equal (6.5' x 165')	1,770	sq-ft	\$ 0.03	\$ 53.10	Beisswenger's, Fair's, Dundee	
24" Dead Stout Stake (Diagonal cut 2" x 4")	1,500	sq-ft	\$ 0.38	\$ 570.00	Brock White, (651) 647-0950	
C125 (6.6' x 108', or equal)	200	each	\$ 2.10	\$ 420.00	Local Supplier	
Securing staples- 500 ct (6" x 1")	750	sq-ft	\$ 0.13	\$ 97.50	Brock White, (651) 647-0950	
Twice-Shredded Hardwood Mulch (3" depth)	1	box	\$ 28.00	\$ 28.00	Brock White, (651) 647-0950	
Fieldstone Boulders (18"-24" diameter)	10	cu-yd	\$ 27.00	\$ 270.00	Central Wood Prd, NRG, MN Mulch & Soil	
	10	ton	\$ 65.00	\$ 650.00	Local Supplier	
			Subtotal	\$ 2,088.60		
Plants						
Native Shrub: 1 Gallon	32	each	\$ 15.00	\$ 480.00	Native Plant Supplier	
Native Plant: 2" (4-pack)	212	each	\$ 2.00	\$ 424.00	Native Plant Supplier	
	244		Subtotal	\$ 904.00		
Excavation and Grading						
Grading	4	hr	\$ 85.00	\$ 340.00	Landscape/Excavation Contractor	
			Subtotal	\$ 340.00		
Misc						
Mobilization	1	job	\$ 500.00	\$ 500.00	Landscape/Excavation Contractor	
Deliveries (Mulch, Plants, Rock, Soil, etc)	4	job	\$ 100.00	\$ 400.00	Suppliers/Contractor	
			Subtotal	\$ 900.00		
Labor						
Labor, Contractor (4 crew person/10 hr day)	3	day	\$ 2,200.00	\$ 6,600.00	Landscape/Excavation Contractor	
			Subtotal	\$ 6,600.00		
Project Total						
			Materials	\$ 2,088.60		
			Plants	\$ 904.00		
			Excavation/Grading	\$ 340.00		
			Misc	\$ 900.00		
			Materials Estimate	\$ 4,232.60		
			Labor Estimate	\$ 6,600.00		
			Project Estimate	\$ 10,832.60		
			-:10%	\$ 9,749.34		
			+:10%	\$ 11,915.86		

Ramsey Conservation District

MATERIAL & COST ESTIMATE

John Ridge
2080 Long Lake Rd
New Brighton, MN 55112
Streambank Stabilization: Section B

LF: 112
SF: 1,000
Date: 6-Nov-12

		Materials				
Item	Qty	Unit	Unit Cost	Amount	Potential Source	
Site Prep: Chemical App. - Rodeo/Roundup or alt	800	sq-ft	\$ 0.03	\$ 24.00	Beisswingers, Fair's, Dundee	
Clear & Grub (Buckthorn, Honeysuckle, etc)	500	sq-ft	\$ 0.10	\$ 50.00	Landscape/Excavation Contractor	
T-Post (5.5' steel T-post)	45	each	\$ 3.25	\$ 146.25	Menards, Home Depot, Lowes, etc	
Liner (create dry work area)	90	lin-ft	\$ 1.00	\$ 90.00	Brock White, (651) 647-0949	
Bio-D Block (28" x 9" x 10')	16	each	\$ 155.00	\$ 2,480.00	Brock White, (651) 647-0950	
CM9000, Bio D Mat 90, Cocomat 900, or equal (6.5' x 165')	0	sq-ft	\$ 0.38	-	Brock White, (651) 647-0950	
24" Dead Stout Stake/Wedge (Diagonal cut 2" x 4")	90	each	\$ 2.10	\$ 189.00	Local Supplier	
C125 (6.6' x 108', or equal)	480	sq-ft	\$ 0.13	\$ 62.40	Brock White, (651) 647-0950	
Securing staples- 500 ct (6" x 1")	0	box	\$ 28.00	-	Brock White, (651) 647-0950	
Aggregate: Sand (clean, washed)	17	cu-yd	\$ 18.00	\$ 306.00	Landscape/Excavation Contractor	
Twice-Shredded Hardwood Mulch (3" depth)	0	cu-yd	\$ 27.00	-	Central Wood Prod, NRG, MN Mulch & Soil	
Fieldstone Boulders (18"-24" diameter)	7	ton	\$ 65.00	\$ 455.00	Local Supplier	
			Subtotal \$	\$ 3,802.65		
Plants						
Native Shrub: 1 Gallon	20	each	\$ 15.00	\$ 300.00	Native Plant Supplier	
Live Cuttings, 4' min (Red-Osier Dogwood & Sandbar Willow)	80	each	\$ 2.00	\$ 160.00	Suppliers/Contractor	
Native Plant: 2" (4-pack)	400	each	\$ 2.00	\$ 800.00	Native Plant Supplier	
	500		Subtotal \$	\$ 1,260.00		
Excavation and Grading						
Grading	0	hr	\$ 85.00	\$ -	Landscape/Excavation Contractor	
			Subtotal \$	\$ -		
Misc						
Mobilization	1	job	\$ 300.00	\$ 300.00	Landscape/Excavation Contractor	
Deliveries (Mulch, Plants, Rock, Soil, etc)	4	job	\$ 50.00	\$ 200.00	Suppliers/Contractor	
Disposal	1	job	\$ 150.00	\$ 150.00	Landscape/Excavation Contractor	
			Subtotal \$	\$ 650.00		
Labor						
Labor, Contractor (4 crew person/10 hr day)	2	day	\$ 2,200.00	\$ 4,400.00	Landscape/Excavation Contractor	
			Subtotal \$	\$ 4,400.00		
Project Total						
			Materials \$	\$ 3,802.65		
			Plants \$	\$ 1,260.00		
			Excavation/Grading \$	-		
			Misc \$	\$ 650.00		
			Materials Estimate \$	\$ 5,712.65		
			Labor Estimate \$	\$ 4,400.00		
			Project Estimate \$	\$ 10,112.65		
			:-10%	\$ 9,101.39		
			:+10%	\$ 11,123.92		



Water Quality BMP Cost-Share Program Project Screening Form

Project / Landowner Name: Jon Ridge	
Project Address: 2080 Long Lake Road	City: New Brighton
County: <input type="checkbox"/> ANOKA <input checked="" type="checkbox"/> RAMSEY <input type="checkbox"/> HENNEPIN <input type="checkbox"/> WASHINGTON	BMP Type(s): Streambank Restoration
Application Date: TBD	BMP Effective Life: 10 years
Violation or Permit Requirement: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Reviewer: Kyle Axtell

Projects are screened for potential grant eligibility based on the following criteria. (0 = low, 10 = high)

1. a. Is the project tributary to a PCA-listed impaired water (not mercury) or a RCWD Tier I or Tier II waterbody?
 0 (NO) 5 (YES, within subwatershed) 10 (YES, direct connection)

b. If NO, is the project tributary to a lake, stream, ditch, or DNR-Protected Water Wetland (PWW)?
 0 (NO) 3 (YES, within subwatershed) 6 (YES, direct connection)

2. **Water Quality Improvement:** Improves and protects water quality through implementation of Best Management Practices (BMPs).

0 1 2 3 4 5 6 7 8 9 10

Comments: Streambank is in danger of critical collapse without immediate action.

3. **Surface Water Rate and Volume Control:** Implements controls to reduce and/or minimize the rate and volume of water that drains off of the property.

0 1 2 3 4 5 6 7 8 9 10

Comments: Runoff rate and volume control are not main goals of this project.

4. **Erosion and Sediment Control:** Implements controls that minimize erosion and/or sedimentation to downstream waters.

0 1 2 3 4 5 6 7 8 9 10

Comments: Without action to correct bank failure, large volume of sediment will enter Rice Creek.

5. **Wildlife Habitat Improvement:** Creates or improves wildlife habitat through native plantings or other restoration efforts.

0 1 2 3 4 5 6 7 8 9 10

Comments: Some improvement due to native buffer plantings. Site has good diversity in current state.

6. **Public Outreach:** Willingness of applicant to allow signage, tours and site visits. Publically visible site. Diversity of practices.

0 1 2 3 4 5 6 7 8 9 10

Comments: Visible from Long Lake Road and Rice Creek Canoe Trail.

Total Score: 38

Minimum Eligibility = 30

ITEMS REQUIRING BOARD ACTION

8. Consider 2013 Board Calendar. (Phil Belfiori)

RICE CREEK WATERSHED DISTRICT – 2013 BOARD OF MANAGERS CALENDAR

revised 11/8/2012

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
<p>1/1: New Year's Holiday- Office Closed</p> <p>2: AC Mtg (5:30 pm Lino Lakes CH (LLCH)) Liaison: Mgr Wagamon</p> <p>7: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>9: Regular Bd. Mtg. (9:00 am Shoreview CC)</p> <p>15: Per Diem & Mileage Claim Forms Due</p> <p>21: MLK Day-Office Closed</p> <p>23: Regular Bd. Mtg. (9:00 am Shoreview CC)</p>	<p>6: AC Mtg (5:30 pm LLCH) Liaison: Mgr Ogata</p> <p>11: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>13: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>18: President's Day- Office Closed</p> <p>19: Per Diem & Mileage Claim Forms Due</p> <p>27: Regular Bd.Mtg. (9:00 am Shoreview CC)</p>	<p>6: AC Mtg (5:30 pm LLCH) Liaison: Mgr Preiner</p> <p>??:MAWD Legislative Session</p> <p>??:MAWD Legislative Breakfast & Day at the Capitol 7am-9am</p> <p>11: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>13: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>19: Per Diem & Mileage Claim Forms Due</p> <p>27: Regular Bd. Mtg. (9:00 am Shoreview CC)</p>	<p>3: AC Mtg (5:30 pm LLCH) Liaison: Mgr Waller</p> <p>8: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>10: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>16: Per Diem & Mileage Claim Forms Due</p> <p>24: Regular Bd.Mtg. (9:00 am Shoreview CC)</p>	<p>1: AC Mtg (5:30 pm LLCH) Liaison: Mgr Haake</p> <p>6: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>8: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>14: Per Diem & Mileage Claim Forms Due</p> <p>22: Regular Bd. Mtg. (9:00 am Shoreview CC)</p> <p>27: Mem'l Day Holiday- Office Closed</p>	<p>5: AC Mtg (5:30 pm LLCH) Liaison: Mgr Wagamon</p> <p>10: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>12: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>18: Per Diem & Mileage Claim Forms Due</p> <p>??: MAWD Summer Tour</p> <p>26: Regular Bd.Mtg. (9:00 am Shoreview CC)</p>
JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<p>3: NO AC Mtg</p> <p>4: Independence Day- Office Closed</p> <p>8: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>10: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>16: Per Diem & Mileage Claim Forms Due</p> <p>24: Regular Bd.Mtg. (9:00 am Shoreview CC)</p>	<p>7: AC Mtg (5:30 pm LLCH) Liaison: Mgr Ogata</p> <p>12: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>14: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>20: Per Diem & Mileage Claim Forms Due</p> <p>28: Regular Bd.Mtg. & Proposed Budget Hrg (9:00 am Shoreview CC)</p>	<p>2: Labor Day Holiday- Office Closed</p> <p>4: AC Mtg (5:30 pm LLCH) Liaison: Mgr Preiner</p> <p>9: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>11: Regular Bd.Mtg (9:00 am Shoreview CC)</p> <p>17: Per Diem & Mileage Claim Forms Due</p> <p>25: Regular Bd.Mtg. (9:00 am Shoreview CC)</p>	<p>2: AC Mtg (5:30 pm LLCH) Liaison: Mgr Waller</p> <p>7: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>9: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>15: Per Diem & Mileage Claim Forms Due</p> <p>23: Regular Bd.Mtg. (9:00 am Shoreview CC)</p>	<p>6: AC Mtg (5:30 pm LLCH) Liaison: Mgr Haake</p> <p>11: Veteran's Day-Office Closed</p> <p>12: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>13: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>27: NO Regular Bd.Mtg</p> <p>28 & 29 Thanksgiving Holiday- Office Closed</p>	<p>??MAWD Annual Mtg</p> <p>4: NO AC Mtg</p> <p>9: Board Workshop (3:30 pm-5:30 pm RCWD offices)</p> <p>11: Regular Bd.Mtg. (9:00 am Shoreview CC)</p> <p>24 & 25: Christmas Holiday- Office Closed</p> <p>25: NO Regular Bd.Mtg.</p> <p>1/1: New Year's Holiday- Office Closed</p>

Board Workshops held at RCWD offices, Board Meetings held at Shoreview Council Chamber, AC=Advisory Committee, AC meetings held at Lino Lakes City Hall (LLCH)

ITEMS REQUIRING BOARD ACTION

9. Consider November 28, 2012 Check Register – Resolution Authorizing Treasurer Approval.
(Phil Belfiori)

RESOLUTION 2012-44

**RICE CREEK WATERSHED DISTRICT
BOARD OF MANAGERS**

AUTHORIZATION FOR PAYMENT OF NOVEMBER 2012 CHECK REGISTER

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

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

WHEREAS the District will not be having a regular meeting on Wednesday, November 28,
2012, 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-deim,
professional services and surety returns;

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

THEREFORE BE IT RESOLVED that the Board of Managers authorize the District Treasurer to
review and approve payment of the November 28, 2012 check register in an amount not
to exceed \$300,000 for operating/surety return expenses and \$100,000 in pay requests for
District Projects.

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>
WALLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HAAKE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OGATA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WAGAMON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PREINER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution _____..

Harley M. Ogata, Secretary

Dated: November 14, 2012

* * * * *

I, Harley M. Ogata, 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 have hereunto set my hand this 14th day of November,
2012.

Harley M. Ogata, Secretary

ITEMS REQUIRING BOARD ACTION

10. Consider Check Register dated 11/14/2012, in the amount of \$124,592.97 prepared by HLB Tautges Redpath.

Rice Creek Watershed District
Check Register
October 25, 2012 - November 14, 2012
To Be Approved at the November 14, 2012 Board Meeting

Check #	Date	Payee	Description	Amount	
18569	10/24/12	Dunaway Construction	Contracted Services	\$13,491.65	Issued 10/24/12
18570	11/14/12	City of Hugo	Stormwater-Construction	25,000.00	
18571	11/14/12	City of Centerville	Stormwater-Construction	32,500.00	
18572	11/14/12	City of Roseville	Stormwater-Construction	11,250.00	
18573	11/14/12	Shannon Favre	Construction-BMP Costshare	1,145.46	
18574	11/14/12	Living Waters Tree Service	Contracted Services	1,285.50	
18575	11/14/12	MAPPS	Training & Education	60.00	
18576	11/14/12	Mark Stehly	Construction-BMP Costshare	5,000.00	
18577	11/14/12	U.S. Bancorp Equipment Finance, Inc.	Equipment Lease	362.09	
18578	11/14/12	VLAMO	Training & Education	10.84	
18579	11/14/12	Voight's School Bus Services, Inc.	Training & Education	431.70	
18580	11/14/12	WSB & Associates, Inc.	October Engineering Expense	8,850.00	
Dir.Dep.	11/15/12	Kyle J. Axtell	11/15 Payroll	1,359.38	
Dir.Dep.	11/15/12	Philip J. Belfiori	11/15 Payroll	2,450.30	
Dir.Dep.	11/15/12	Christopher R. Buntjer	11/15 Payroll	1,834.81	
Dir.Dep.	11/15/12	Tara R. Daun	11/15 Payroll	663.96	
Dir.Dep.	11/15/12	Matthew J. Kocian	11/15 Payroll	1,542.97	
Dir.Dep.	11/15/12	Samantha Kreibich	11/15 Payroll	286.96	
Dir.Dep.	11/15/12	Jordan M. Kudrna	11/15 Payroll	922.27	
Dir.Dep.	11/15/12	Elizabeth M. Hosch	11/15 Payroll	1,551.56	
Dir.Dep.	11/15/12	Thomas E. Schmidt	11/15 Payroll	1,931.07	
Dir.Dep.	11/15/12	Theresa M. Stasica	11/15 Payroll	1,694.92	
Dir.Dep.	11/15/12	Nicholas A. Tomczik	11/15 Payroll	2,152.21	
EFT	11/15/12	Internal Revenue Service	11/15 Federal Withholding	4,701.79	
EFT	11/15/12	Minnesota Dept. of Revenue	11/15 State Withholding	831.68	
EFT	11/15/12	ING Retirement Services	11/15 Deferred Compensation	260.00	
EFT	11/15/12	PERA	11/15 PERA	3,021.85	
Total				<u>\$124,592.97</u>	

ITEMS FOR DISCUSSION AND INFORMATION

1. Engineer's Update and Timeline.



Monthly Project Report Through October 2012 - District Engineer Rice Creek Watershed District



Date Prepared: 31-Oct-12
Prepared by: M. Deutschman

Project Name	Estimated Budget	Cost to Date	Remaining Budget	Project Complete / Transfer Funds?	Estimated Progress Based on Work Completed	Estimated Progress Based Upon Percent Budget Expended	Within Budget? (Y/N)	District Billed for Change in Services? (Y/N)	Initial Target Completion Date	Revised Target Completion Date	Items of Interest / Concern
Inspection Database Integration into Permit Database	\$21,700	\$16,582	\$5,118	N	92.5%	76.4%	Y	N/A	End of April 2012	Currently being used by RCWD	This project adds an inspection component to the current permit database. A beta version is complete and RCWD inspection staff are using the application and finding it valuable for saving time and generating reports. Revisions are continuing based on staff input and use.
HydroViewer Maintenance	\$3,500	\$614	\$2,886	N	18.0%	17.5%	Y	N/A	31-Dec-12	Not Applicable	This budget is used to maintain, make periodic revisions, and update the website.
Permit Viewer Maintenance	\$4,000	\$3,522	\$478	N	88.0%	88.1%	Y	N/A	31-Dec-12	Not Applicable	This budget is used to maintain, make periodic revisions, and update the website.
Drainage System Viewer and Portal Maintenance	\$3,500	\$1,816	\$1,684	N	52.0%	51.9%	Y	N/A	31-Dec-12	Not Applicable	We continue to add records to the portal as they are generated through the activities of the District Engineer and RCWD staff.
Annual Maintenance of District Wide Modeling Program Products	\$5,000	\$2,371	\$2,629	N	48.0%	47.4%	Y	N/A	31-Dec-12	Not Applicable	A presentation to the Cities will occur on November 13, 2012. We have prepared the presentation for the meeting. The goal is to determine the value to the Cities and their desire to use / be provided access to the information.
Long Lake Inlet Dredging Plans, Specifications & Construction Management	\$86,646	\$83,867	\$2,779	N	97.0%	96.8%	Y	N/A	Fall 2011	1-Dec-12	The work is completed. We will be completing the as-built survey the week of October 29, 2012 with the hope of releasing the contractor. We did issue one change order for an additional 100 yards per Board direction.
Long Lake Sediment Basin	\$27,597	\$21,308	\$6,289	N	77.0%	77.2%	Y	N/A	1-Dec-12	Not Applicable	Construction staking is complete. A contractor supplied and (HEI confirmed) survey showed an additional 4,000 yards (in excess of the 7,150 yard contract amount) of material since the March 2012 survey used to develop the plans. We have modified the plans to remove the contract amount only (no change order issued) per guidance from District staff. Dredging is to begin the week of October 29, 2012.
ACD 15 / JD 4 Repair Construction Plans, Bid Package and Construction Management	\$108,100	\$102,175	\$5,925	N	95.0%	94.5%	Y	N/A	End 2011	31-Dec-12	Construction is nearly complete. The contractor is working on the 141st culvert and still needs to install a culvert under Elmcrest. A punchlist was reviewed with the Contractor on October 30, 2012. A power line and gas line were encountered (but were shown on the plans) when placing the 48-inch pipe connecting the the ditch north and south of 145th / 190th Avenues. This is being resolved but will result in additional cost. Dredging of the JD 4 main trunk is expected to begin in early November.



Monthly Project Report Through October 2012 - District Engineer Rice Creek Watershed District



Date Prepared: 31-Oct-12
Prepared by: M. Deutschman

Project Name	Estimated Budget	Cost to Date	Remaining Budget	Project Complete / Transfer Funds?	Estimated Progress Based on Work Completed	Estimated Progress Based Upon Percent Budget Expended	Within Budget? (Y/N)	District Billed for Change in Services? (Y/N)	Initial Target Completion Date	Revised Target Completion Date	Items of Interest / Concern
Year 2012 Hydrology Monitoring and reporting	\$27,500	\$24,897	\$2,603	N	91.0%	90.5%	Y	N/A	31-Dec-12	Not Applicable	All monitoring is completed. We are beginning work on the monitoring report that is required by the Part B application.
Vegetation Management of Houle / Hair Wetland Restoration (Implementation)	\$76,000	\$22,478	\$53,522	N	30.0%	29.6%	Y	N/A	31-Dec-13	Not Applicable	In all likelihood, work is finished for this year. Vegetation monitoring has been completed by CCES and they are preparing the year end report required by the Part B application. We will be seeking the first credits at the end of this year / early next year.
ACD 53/62 Repair Report Phase I & II (As Constructed Condition)	\$54,400	\$34,722	\$19,678	N	65.0%	63.8%	Y	N/A	1-Sep-12	31-Dec-12	The Ordinary High Water Level determinations were provided by the DNR. The SWCD has expressed concern about the As Constructed and Subsequently Improved Condition determined using the test pit data. The District is responding by letter to the SWCD and the MnDNR. We are on hold until we can resolve this issue.
Jodrell Street Culvert Replacement	\$17,400	\$11,121	\$6,279	N	97.5%	63.9%	Y	N/A	31-Jul-12	31-Aug-12	The project is essentially complete. The wear course is not smooth, but is functional. The District sent the City of Columbus a letter asking them whether they will accept the work. We are waiting for their reply.
ACD 10-22-32 Construction Plans, Bidding and Construction Management	\$97,800	\$11,052	\$86,748	N	11.0%	11.3%	Y	N/A	30-Mar-13	Not Applicable	We are working with District staff following the public informational meeting to identify the areas of concern about adverse impact to trees needs resolution. No further work on the construction plans will occur until this issue is resolved (this information needs to be reflected in the plans).
ACD 10-22-32 WMD Charge Analysis and Certification	\$19,700	\$18,386	\$1,314	N	93.0%	93.3%	Y	N/A	15-Sep-12	15-Nov-12	The technical analysis for certification of the charges is complete. The District is working to resolve how the Cities and MnDOT want to pay the charge (through the County or directly to the RCWD). These have to be certified no later than mid-November.
Anoka County Ditch 55 Historical Review	\$23,000	\$11,339	\$11,661	Y	90.0%	49.3%	Y	N/A	15-Jul-12	Not Applicable	The informational hearing is finished. The District should consider moving forward with the consolidation hearing.
2012 Rule Revision	\$37,000	\$38,688	(\$1,688)	N	100.0%	104.6%	Y	N/A	End of 2012	Not Applicable	RCWD staff are evaluating the comments received. HEi is at the budget amount (and has completed their scope of services).



Considered within budget if ± 10%.

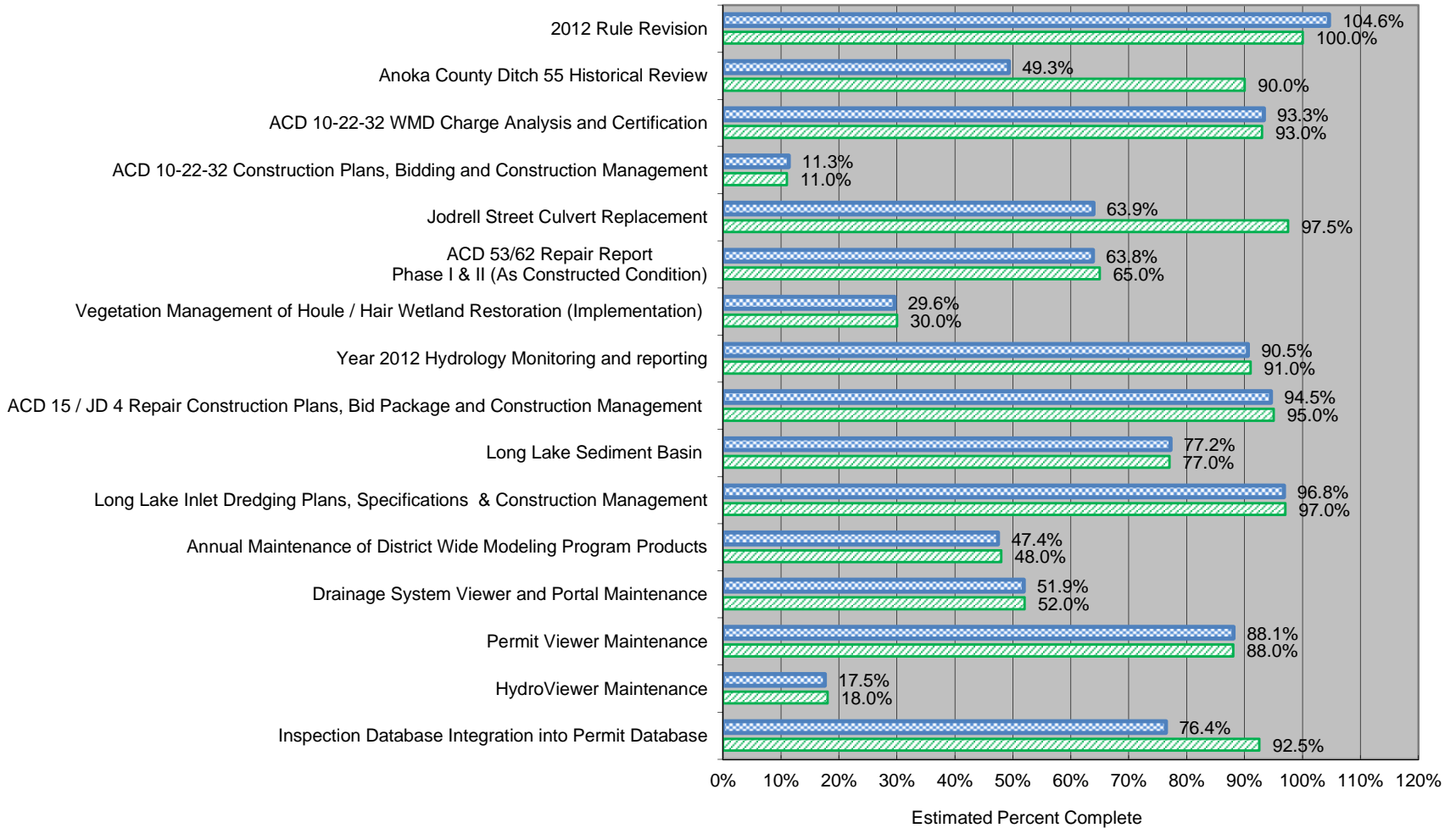
The "overage" for those projects shown as "over budget" is not billed to the District. The cost to date column reflects HEi's actual internal cost.



Monthly Progress Report (Actual & Estimated Progress)
Through October 2012
District Engineer



-  Based upon dollars spent
-  Based upon work completed



ITEMS FOR DISCUSSION AND INFORMATION

2. December Calendar.

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

To: RCWD Board of Managers

From: Theresa

Date: November 6, 2012

Subject: Significant Dates during Month of December 2012

Thursday-Saturday, November 29-30 & December 1, MAWD Annual Meeting, Arrowwood Resort, Alexandria MN

Wednesday, December 5, 5:30 p.m. NO Advisory Committee Meeting,

Monday, December 10, 3:30 p.m. Board Workshop
RCWD District Conference Room

Wednesday, December 12, 9:00 a.m. Regular Board of Managers Meeting
at Shoreview City Hall Council Chambers

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

Wednesday, December 26 **NO Regular** Board of Managers Meeting

Tuesday, January 1, 2013 New Year's Holiday, Office Closed

Deadline for submission of per diem claims is December 17