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RCWD BOARD OF MANAGERS REGULAR MEETING AGENDA

Wednesday, February 10, 2021, 9:00 a.m.

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

Note: It has been determined that an in-person meeting is not prudent due to the health pandemic, and therefore the meeting is being conducted by teleconference or video-teleconference. All votes must be by roll call.

Telephone conference line 1-321-430-3061, conference ID 308 560 325#

Agenda

CALL TO ORDER

ROLL CALL

SETTING OF THE AGENDA

APPROVAL OF MINUTES: JANUARY 27, 2021 REGULAR MEETING AND JANUARY 27, 2021 WORKSHOP/RETREAT

OPEN MIC/PUBLIC COMMENT

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

PUBLIC HEARING: PETITION FOR PARTIAL TRANSFER OF MANAGEMENT AUTHORITY FOR RAMSEY COUNTY DITCH 4 TO CITY OF ROSEVILLE

ITEMS REQUIRING BOARD ACTION

1. Designation of Official Depository and Official Newspaper (Nick Tomczik)
2. Reconvene Public Hearing on Artis REIT/Whitewater Properties I, LLC Public Drainage Petition Anoka Ramsey Judicial Ditch 1 (ARJD1), Branch 2 and Consider Findings and Order (Nick Tomczik)
3. City of Circle Pines Grant Agreement Golden Lake Iron-Enhanced Sand Filter Intake Modification (Kyle Axtell)
4. BWSR Watershed-Based Funding Implementation (WBIF) Program, Grant Agreement & Work Plan Approval (Kyle Axtell)
5. Ramsey County Lake Monitoring Contract (Matt Kocian)

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

BOARD OF MANAGERS

Patricia L. Preiner
Anoka County

Steven P. Wagamon
Anoka County

Michael J. Bradley
Ramsey County

Marcie Weinandt
Ramsey County

John J. Waller
Washington County

6. Citizen Advisory Committee Member Slate Approval (Beth Carreño)
7. Anoka County Ditch 53-62 Order - Contingent Liability (Nick Tomczik)
8. RCWD Fund 10 Balance (Nick Tomczik)
9. HEI Task Order 2021-003 Hosting, Purchase and Migration to MS4Front (Nick Tomczik)
10. Check Register Dated February 10, 2021, in the Amount of \$84,311.31 Prepared by Redpath and Company

ITEMS FOR DISCUSSION AND INFORMATION

1. District Engineer Update and Timeline
2. Administrator Updates
3. Manager's Update

**APPROVAL OF MINUTES: JANUARY 27, 2021 REGULAR
MEETING AND JANUARY 27, 2021
WORKSHOP/RETREAT**

DRAFT

1
2 For Consideration of Approval at the February 10, 2021 Board Meeting.
3 Use these minutes only for reference until that time.
4

REGULAR MEETING OF THE RCWD BOARD OF MANAGERS

Wednesday, January 27, 2021

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

5 **Note:** It has been determined that an in-person meeting is not prudent due to the health pandemic, and therefore
6 the meeting is being conducted by teleconference or video-teleconference. All votes must be by roll call.

Minutes

CALL TO ORDER

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

OATH OF OFFICE

12 District Attorney Smith administered the oath of office to Michael J. Bradley.

ROLL CALL

15 Present: President Patricia Preiner (video conference), 1st Vice-Pres. Michael Bradley (video conference),
16 2nd Vice-Pres. John Waller (District conference room-video conference), Treasurer Steven Wagamon
17 (video conference), and Secretary Marcie Weinandt (video conference)

18 Absent: None

19 Staff Present via videoconferencing: District Administrator Nick Tomczik, Permit Coordinator/Wetland
20 Specialist Patrick Hughes, Project Manager Kyle Axtell, Communication & Outreach Coordinator Beth
21 Carreño

22 Staff Present via videoconferencing in District conference room: Office Manager Theresa Stasica

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

25 Visitor via video\phone conference: Administrator Patrick Antonen-City of Circle Pines, City of Circle Pines
26 Engineer Bill Alms -WSB, Pete Willenbring -- WSB, City of Forest Lake Engineer Tim Olson-Bolton and Menk

SETTING OF THE AGENDA

29 ***Motion by Manager Bradley, seconded by Manager Waller, to approve the agenda as presented.***

30 ***Roll call vote – all ayes. Motion carried.***

READING OF THE MINUTES AND THEIR APPROVAL

33 **Minutes of the January 11, 2021 Board of Managers Workshop. Motion by Manager Weinandt,**
34 ***seconded by Manager Bradley, to approve the minutes as presented. Roll call vote – all ayes. Motion***
35 ***carried.***

37 **Minutes of the January 13, 2021 Board of Managers Regular Meeting. Motion by Manager Weinandt,**
38 ***seconded by Manager Bradley, to approve the minutes with the addition of the name Michael Schroeder***

39 **to line 387 of the minutes in place of the word ‘someone’. Roll call vote – Bradley, Waller, Weinandt,**
40 **Preiner - ayes. Wagamon – abstain. Motion carried.**

41
42

43 **CONSENT AGENDA**

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

46 **Table of Contents-Permit Applications Requiring Board Action**

47 No.	Applicant	Location	Plan Type	Recommendation
48 20-074	Tyme Properties LLC	Lino Lakes	Final Site Drainage Plan Wetland Alteration	CAPROC 8 items
50 20-096	Bethel University	Arden Hills	Final Site Drainage Plan Wetland Alteration	CAPROC 10 items
52 20-109	Boston Scientific	Arden Hills	Final Site Drainage Plan	CAPROC 7 items
53 20-111	Wellington Management, 54 Inc. (North Meadows LLC)	Blaine	Final Site Drainage Plan	CAPROC 9 items
55 20-116	STORE Capital	Mounds View	Final Site Drainage Plan	CAPROC 6 items
56 20-118	Centennial Public Schools	Centerville	Final Site Drainage Plan	CAPROC 9 items

57
58 Manager Weinandt asked for an explanation of the application process.

59
60 Permit Coordinator/Wetland Specialist Hughes gave an overview of the application and communication
61 process for permit applications. He noted that in some cases there are conditional items that need to be
62 provided before the permit is granted and applicants can begin construction.

63
64 **Motion by Manager Weinandt, and seconded by Manager Bradley, to approve the consent agenda as**
65 **outlined in the above Table of Contents for Permit Numbers 20-074, 20-096, 20-109, 20-111, 20-116, and**
66 **20-118 in accordance with RCWD District Engineer’s Findings and Recommendations dated January 19 &**
67 **20, 2021.**

68 **Roll call vote – Ayes - all. Motion carried.**

69

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

76 No one appeared to address the Board.

77

ITEMS REQUIRING BOARD ACTION

1. RCWD Board Election of Officers.

Motion by Manager Bradley and seconded by Manager Weinandt to reappoint the following officer positions: President – Patricia Preiner; Vice President – Michael Bradley; Treasurer – Steven Wagamon; 2nd Vice President – John Waller; Secretary – Marcia Weinandt

Manager Waller reminded the Board that for the last few years he has suggested that there be a rotation of these officers.

Manager Wagamon stated that he would like the ability to vote for who he thinks would be best for the positions instead of rotating so everyone gets a turn.

Manager Bradley stated he agreed and noted appreciation for the work of Manager Preiner as president based on the few occasions under which he as vice president led the District Board meeting.

ROLL CALL:

Manager Waller – Nay

Manager Weinandt – Aye

Manager Bradley – Aye

Manager Wagamon – Aye

President Preiner – Aye

Motion carried 4-1.

2. City of Mounds View 2016 Urban Stormwater Remediation Grant Agreement, Lambert Avenue Storm Sewer Extension

Project Manager Kyle Axtell explained the request for a third 12-month extension to the 2016 grant agreement for the Lambert Avenue Storm Sewer Extension project. He stated that this allows the City of Mounds View more time to obtain a perpetual drainage and utility easement over the project area. He noted that the project has been constructed but there have been private delays with the landowner. He stated that the document has been drafted in a way that shows that this is the final amendment and no additional extensions will be allowed. He stated that if the City is unable to obtain the easement by the deadline, the agreement will terminate and funds already provided to the City will need to be returned to the District.

Manager Preiner stated the basis for this to be the final amendment is that wanting funds to be available to other communities but not that the city could not apply.

117 ***Motion by Manager Weinandt, seconded by Manager Bradley, to approve Amendment #3 to the***
 118 ***2016 Urban Stormwater Remediation Program cost-share agreement between the Rice Creek***
 119 ***Watershed District and the City of Mounds View.***
 120 ***Roll call vote – Ayes - all. Motion carried.***

121
 122 **3. Personnel – Medical Leave Update/Board Review**

123 District Administrator Tomczik stated that this request constitutes private data and noted that he
 124 had provided the Board with an updated memo based on the Board’s workshop discussion.

125
 126 ***Motion by Manager Bradley, seconded by Manager Waller, to approve an extension of medical***
 127 ***leave pursuant to the terms of the Administrator’s memorandum of January 20, 2021.***
 128 ***Roll call vote – All Ayes. Motion carried.***

129
 130 **4. Consider Check Register dated January 27, 2021, in the amount of \$242,410.70 prepared by**
 131 **Redpath and Company**

132 ***Motion by Manager Wagamon, seconded by Manager Bradley, to approve check register dated***
 133 ***January 27, 2021, in the amount of \$242,410.70 prepared by Redpath and Company.***
 134 ***Roll call vote – All Ayes. Motion carried.***

135
 136 **ITEMS FOR DISCUSSION AND INFORMATION**

137 **1. City of Circle Pines 2017 Urban Stormwater Remediation Grant Agreement, Golden Lake Iron-**
 138 **Enhanced Sand Filter Project, Proposed IESF Intake Modification**

139 Project Manager Axtell stated that there is a stormwater pond on ACD 53-62 that was petitioned as
 140 an impoundment a number of years ago. He explained that the District is being asked to consider
 141 providing additional cost-share funding for completion of a modification to the IESF intake which
 142 has been compromised due to its proximity to the inlet of the stormwater pond. He reviewed the
 143 location and provided a background on the project. He noted that it has been communicated to
 144 the City of Circle Pines that the dredging of the pond is the responsibility of the City because the
 145 order related to the impoundment requires the petitioner to maintain the facility. He noted that
 146 moving the intake location as far away from the location where the ditch comes into the pond would
 147 be advisable and staff supports that component of the project. He noted that the City of Circle Pines
 148 has already put this project out for bid because of the time sensitivity of completing the work this
 149 winter. He explained that staff is recommending that the Board consider providing a 50% cost-
 150 share to the City for the portion of the project that modifies the intake location for this system. If
 151 the Board chooses to do this, it would result in a grant amount of \$31,766.95. He reminded the
 152 Board that this is not an action item and is just for discussion at today’s meeting.

153
 154 Manager Wagamon asked if there was any way to help Circle Pines use their stormwater debit that
 155 the board has been discussing on something like this project. District Administrator Tomczik
 156 explained that the regulatory requirements are not things that the District has financed to fulfill the

157 regulatory obligation. He stated that when there is latitude in the dollars, the District can review but
158 reiterated that it is not something that the District funds.

159
160 Manager Bradley stated that the District owns a Mobitrac which has the ability to do limited
161 dredging and asked if the District may be able to lower the cost of dredging by assisting with our
162 equipment.

163
164 District Engineer Otterness stated that the Mobitrac would not be the best tool for the volume of
165 dredging that is needed in this location.

166
167 President Preiner asked if the District had approved of the initial design.

168
169 District Engineer Otterness stated that the District has not approved the design but staff has
170 reviewed it to make sure it looks reasonable.

171
172 Project Manager Axtell noted that the City and their engineer WSB brought the District a few options
173 and staff was able to give feedback to them on the various options.

174
175 Manager Waller stated that he feels this needs to be broken down into two separate items: the
176 sand filter location and dredging of the pond. He stated that he assumes this pond was established
177 via a permit from the District, the petition from decades ago and much has changed on the
178 landscape, noted that this pond appears similar to the one near Long Lake and Locke Lake where a
179 lot of sediment comes down the water course from the surrounding areas and not just from the City
180 the pond is located in. He suggested it may be time to look at this situation as a regional issue.

181
182 Manager Bradley stated that there are also holding ponds on Ditch 1, but believes they are District
183 facilities, which would be different from this situation.

184
185 Manager Waller stated that he would suggest that the City pay for the sand filter portion of the
186 project and the District pays for the dredging.

187
188 Manager Weinandt asked how this would move forward since this was only a discussion item and
189 where the proposed \$31,766.95 funding would come from in the District's budget.

190
191 Project Manager Axtell explained that staff is hoping there will be some consensus to move forward
192 and staff would then prepare a grant agreement for consideration at the next Board meeting. He
193 stated that this discussion is mainly for the City to be able to understand the District's position so
194 that they can move forward with a contractor in a timely manner. He noted that the District has
195 some funds that can be used for this project in the 2021 budget for Golden Lake Water Management
196 Project in fund 60-10.

197

198 Manager Wagamon stated that the more that the District takes over the drainage system, the more
199 control the District has over the timing and things like that but has concerns about the effect it
200 would have on the budget. He stated that he does not see how the District can take on these types
201 of costs without the budget increasing. He stated that he does not think it is a bad idea for the
202 District to be in control of many of these projects because they would be done in a more efficient
203 manner.

204
205 Administrator Patrick Antonen, City of Circle Pines, thanked the Board for hearing their proposal for
206 this project. He clarified that rather than around \$71,000 for the City's share of the costs as noted
207 in RCWD staff's memo, the City is actually approaching \$200,000 for the entire project. He stated
208 that what has really caused the problem is all the sediment coming down from Ditch 53-62 and
209 agreed with Manager Waller's statement that the sediment is coming from the surrounding areas
210 and not just Circle Pines and asked the Board to consider some type of cost-share with them for this
211 project.

212
213 District Engineer Otterness stated that the holding ponds at Long Lake and Locke Lake are District
214 facilities which means the District has them identified within its watershed management plan along
215 with a responsibility for the District to manage and maintain them. He explained that those are
216 not city projects and are District projects. The difference in this situation is that the impoundment
217 on ACD 53-62 was a City project that was petitioned in 1991 and the resolution stated the
218 responsibility of the City to maintain the pond in relation to the impoundment. He stated that he
219 believes there is a distinct difference between a city-developed and owned facility versus one that
220 the District has developed and managed.

221
222 Manager Waller stated that it may be time to revisit what was done in 1991 because most of the
223 District facilities did not exist at that time. He noted that he feels this may be a situation where
224 retrofitting needs to be done because it has a more regional function.

225
226 Manager Bradley stated that he would like to see the Board move forward with staff's
227 recommendation but would also like to bring this back for a future workshop discussion analyzing
228 what would be a good policy with regard to situations like this and suggested that District Attorney
229 Kolb attend that meeting to help with the discussion.

230
231 District Administrator Tomczik stated that he will assemble a team for discussion and a potential
232 future workshop item for the Board.

233
234 ***There was a consensus of the Board to move ahead with staff's recommendation to cost-share***
235 ***50% of the intake modification component of this project not to exceed \$31,766.95.***

236
237

238 **2. City of Forest Lake Presentation of Anoka/Washington Judicial Ditch 4 Study**

239 Tim Olson, Bolton & Menk engineer, gave a presentation on the JD4 regional stormwater planning
240 study in the City of Forest Lake. He reviewed the study background; current and future land use;
241 prioritization of projects within JD4; and noted the shifting mindset toward regional management.
242 He explained that the City is focusing on the high priority areas and would like to begin the
243 systematic transference of the ditch and develop greenway corridors. He stated that they would
244 like to look at a potential cost-share for projects such as wetland restoration or volume mitigation
245 which could be done directly with the District or through partnering on an external grant application
246 as a team. He stated that the City of Forest Lake is very interested in having this conversation with
247 the District.

248
249 District Administrator Tomczik noted that the District’s management of water and stormwater has
250 much to do with the conveyance and storage in the District. The regulations that the District has
251 put a certain level onto the development of property, but that is only a portion of the story when
252 you get to a regional level.

253
254 District Engineer Otterness stated that he thinks the City has done a great job developing this plan
255 and he feels it is a very good first step to get everyone informed on what issues there may be as this
256 area develops and ways the City of Forest Lake and the District can partner with each other.

257
258 Manager Weinandt stated that this was included in the District’s Watershed Management Plan.

259
260 Manager Bradley stated that there have been some past concerns about some portions of JD4 when
261 they were transferred and the District lost control of the maintenance, and he would also like to
262 consider that as well.

263
264 Manager Waller stated that he thinks this is a better start than the last time and is happy to see the
265 partnership. He stated that he would caution that the ditch be maintained and not run through
266 the middle of the reservoirs and would suggest that those be auxiliary to the ditch, so the ditch
267 channel and the ability for maintenance is still there. He stated that he feels the theme of Mr. Olson’s
268 presentation was that this should be turned over to the City of Forest Lake and noted that he is not
269 necessarily against that approach but would like to ensure it is a functional program.

270
271 President Preiner stated that she loves regional ponds and thinks it would be a good idea to work
272 towards that end, but the timing needs to be correct so it is accomplished before the developers
273 are at the table. She stressed the importance of both sides communicating and coordinating.

274
275 **3. Citizen Advisory Committee Recruitment Update**

276 Communication & Outreach Coordinator Beth Carreño gave an update on the recruitment efforts
277 for the CAC. She stated that recruitment for the CAC has been an ongoing challenge but noted
278 that it is consistent with what she has been hearing from other watershed districts. She gave an

279 overview of the ways they have attempted to promote the openings such as featuring them on the
280 website, social media, and some e-blasts. She believes the most significant movement has been
281 with targeted e-mails through the District’s partners and stakeholders. She noted that the District
282 has a great applicant from Ramsey County who will be a guest at the February 3, 2021 CAC meeting.
283 There are also three individuals that staff are pursuing in Washington County and one individual in
284 Anoka County.

285
286 The Board discussed with staff how to assist with CAC member recruitment. It was agreed that
287 Board members will pass along recommendations to staff.

288
289 **4. Staff Reports**

290 No comments.

291
292 **5. February Calendar**

293 District Administrator Tomczik reminded the Board that today from 1:00-3:00 p.m. there will be the
294 Board retreat conducted by Erika Garms of Working Smarts.

295
296 **6. Administrator Updates**

297 District Administrator Tomczik stated that the District had entered into two task orders with HEI for
298 boundary management statutory process in Anoka County and for the annual reporting of CWPMP.
299 He noted that the Board had looked for MAWD to consider being a friend of the court on the Circle
300 Pines appeal and asked District Attorney Smith to give the Board an update.

301
302 District Attorney Smith stated that the MAWD board did grant the request from the Board to seek
303 amicus/friend of the court status. The Minnesota Court of Appeals also granted MAWD amicus
304 status and the brief will be filed in early March. The City of Mounds View and the City of Hugo
305 have also filed requests to be considered friends of the court, however their requests are still
306 pending. He stated that now that MAWD has been granted the amicus status, he does not believe
307 anything will be added from additional participation by the District.

308
309 District Administrator Tomczik stated that there are five District vehicles that are parked on site in
310 the parking lot of the District offices which have been of late routinely vandalized. He stated that
311 people have broken into the topper and seeing what they can find, however, most recently, they
312 broke into the cabs and attempted to presumably “hot wire” them which caused damage by their
313 attempts to pull the steering column apart. He stated that there are cameras on the area, and the
314 District is taking the appropriate action with police reports and the insurance company. He stated
315 investigation on alternatives and asked the Board about their thoughts on staff bringing the vehicles
316 home or to alternative locations. The Board supported proceeding with the offsite options.

317
318 President Preiner asked about the insurance coverage for the vandalism.

319

320 District Administrator Tomczik stated that there is a \$500 deductible on each vehicle and noted that
321 the current damage will need to be towed and assessed. He stated that he believes in the past
322 one or two of the vehicles were likely totaled out and is unsure whether they will be repaired.
323

324 ***There was consensus of the Board to allow staff to take the District vehicles home.***
325

326 District Administrator Tomczik informed the Board of a letter from BWSR to Kyle Axtell recognizing
327 his nomination for MAWD Employee of the Year.
328

329 Manager Wagamon stated that he had received a call from a resident on ACD 10-22-32 wondering
330 about the report from HEI and asked for an update.
331

332 District Administrator Tomczik stated that the report has been drafted and HEI has shared it with
333 staff. He noted that it is scheduled to be on the agenda at the February workshop for review.
334

335 **7. Managers Update**

336 Manager Weinandt thanked the Board for their support on her application to the Clean Water
337 Council and said that MAWD selected the manager from the Middle Sauk Watershed as their
338 recommendation but noted that everyone who applied is still officially on the list for consideration.
339 The final decision should be made in March. She said that during the Metro MAWD meeting last
340 week, Emily Javens showed a slide that she would like to find. The slide explained how the increase
341 of money that goes to watersheds from the Clean Water Council will be escalating over the next 10
342 years. She stated that she feels it is pretty significant information. She noted that in this year's
343 biennium, BWSR will be granted 50% of the Clean Water Funds which is over \$108 million dollars,
344 and of that, almost half of it will be going to watershed districts for projects. She stated that she
345 would like to make sure she was interpreting this information correctly, but it appears as though
346 unless entities have completed their Local Water Management Plans, those funds will not be
347 available. She stated that she feels this is definitely something the Board should be paying
348 attention to in the future.
349

350 District Administrator Tomczik stated that he can reach out to Emily at MAWD regarding this issue
351 and try to obtain the information from the slide that Manager Weinandt mentioned and will share
352 this information with the Board.
353

354 **ADJOURNMENT**

355 ***Motion by Manager Bradley, seconded by Manager Waller, Bradley, to adjourn the meeting at 10:47 a.m.***

356 ***Roll call vote – Ayes - all. Motion carried.***

Draft

For Consideration of Approval at the February 10, 2021 Board Meeting.
Use these minutes only for reference until that time.

RCWD BOARD OF MANAGERS WORKSHOP/RETREAT

Wednesday, January 27, 2021

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

1

2 The Board convened the retreat workshop at 1:00 p.m.

3 Attendance:

4 Board members

5 Video conference: Patricia Preiner, Marcie Weinandt, Steve Wagamon, and Mike Bradley

6 Absent: John Waller with prior notice

7 Staff Present via videoconferencing: District Administrator Nick Tomczik

8 Consultants via videoconferencing: Erika Garms, Working Smarts

9 **Board Efficiency and Effectiveness**

10 Erika Garms, facilitator of training meeting, discussed with the Board what is working well for the District
11 and challenges before it. The Board reflected on the District's quality staff and adopted watershed
12 management plan. It identifying the many watershed needs and a financing plan. The Board considered
13 its adopted policies and procedures, including the importance of all to be accountable to those key
14 materials. The importance of relationships with cities and counties throughout the watershed was
15 discussed.

16 The workshop was adjourned at 3:05 p.m.

**PUBLIC HEARING: PETITION FOR PARTIAL TRANSFER OF
MANAGEMENT AUTHORITY FOR RAMSEY COUNTY
DITCH 4 TO CITY OF ROSEVILLE**



St. Paul Pioneer Press newspaper January 20 & 27 and February 3, 2021

Mailed and emailed notice to the City of Roseville, City of Arden Hills, City of Falcon Heights, Ramsey County, Ramsey County Engineer, Ramsey County SWCD, MnDOT, BWSR, DNR, and U.S. ACOE January 19, 2021.

RCWD postcard notice to the owners of property within the sub watershed of RCD #4, January 11, 2021

District website & posted notice at office January 19, 2021.

District email noticing January 19, 2021.

City of Roseville website January 21, 2021

Rice Creek Watershed District
Notice of Public Hearing regarding
Petition for Partial Transfer of Management Authority for Ramsey
County Ditch 4 to City of Roseville

PLEASE TAKE NOTICE that on Wednesday, February 10, 2021 at 9:00 a.m. the Rice Creek Watershed District (District), Drainage Authority for Ramsey County Ditch (RCD) 4, will hold a public hearing under MN Statutes Section 103E.812 regarding a petition for partial transfer of management authority for RCD 4 to the City of Roseville. Segments of RCD 4 petitioned to be transferred include the Main Trunk south of Terrace Drive and the entirety of Lateral 1. The District would retain management authority for the Main Trunk of RCD 4 north of Terrace Drive to the outfall at Lake Johanna. Any objections to the petitioned partial transfer must be made pursuant to MN Statutes Section 103E.812, subdivision 5. Due to the COVID-19 pandemic, pursuant to Minnesota Statutes §13D.021, meetings of the Board of Managers currently are being convened remotely by teleconference and/or video-teleconference. Members of the public interested in attending the hearing and/or presenting comments are asked to contact Kyle Axtell at 763-398-3072 or by email (preferred) at kaxtell@ricecreek.org, **by 4:30 p.m. February 9, 2021**. To participate in the meeting by telephone, please call 1-321-430-3061, conference ID 308 560 325#. The petition and engineer's report can be viewed on the District's web-site: www.ricecreek.org/RCD4, or at the District office: 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, MN 55449.

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

**BOARD OF
MANAGERS**

Patricia L. Preiner
Anoka County

Steven P. Wagamon
Anoka County

Michael J. Bradley
Ramsey County

Marcie Weinandt
Ramsey County

John J. Waller
Washington County

Technical Memorandum

To: Nick Tomczik, District Administrator
Rice Creek Watershed District

Cc: Kyle Axtell
John Kolb

From: Joseph A Lewis, PE
Houston Engineering, Inc.

Through: Chris Otterness, PE

Subject: Partial RCD 4 Transfer Petition from City of Roseville - Engineer's Report

Date: December 28, 2020

Project: 5555-0285

INTRODUCTION

The City of Roseville (City) submitted a petition to the RCWD as the drainage authority for Ramsey County Ditch 4 (RCD 4) to transfer management authority of portions of RCD 4 from RCWD to the City under M.S. 103E.812. The specific portions requested for transfer include the RCD 4 Main Trunk south of Terrace Drive and the entirety of Lateral 1 as shown in **Figure 1**. The RCWD Board of Managers appointed Houston Engineering to review the proposed transfer and to prepare a report and recommendations for the Board's review and consideration. The purpose of this report is to identify and describe considerations in evaluating whether the petitioned transfer is necessary for the orderly management of storm, surface, or floodwaters, including for water quality purposes.

CONSIDERATIONS

RCD 4 Location

The entirety of the RCD 4 segments proposed for transfer lie within the City of Roseville. Furthermore, the vast majority of lands draining to RCD 4 are within the City. Only minor portions of the City of Falcon Heights near Roselawn Avenue W totaling 63 acres (out of a total drainage area of 1,679 acres) direct runoff to RCD 4. The contributing drainage area from Falcon Heights lies more than 4,000 feet from the upstream end of RCD 4 Main Trunk. While the RCWD as both a drainage authority and a watershed district has wider-ranging water management authority than the City, those additional authorities are not necessary to provide for the orderly management of Lateral 1 and the Main Trunk upstream of Terrace Drive. (Note: these authorities are necessary for management the portions of RCD 4 downstream of Terrace Drive, as they cross District Facilities (i.e. Oasis Pond) and municipal boundaries).

Additionally, the majority of the RCD 4 alignment is within City right-of-way, either within or parallel to various roadways, or within stormwater management ponds managed by the City. Due to the City's existing management obligations, the City is better positioned to easily access the system for routine inspection and maintenance activities.

Storm Sewer

The City is currently responsible for operating and maintaining an extensive amount of storm sewer in its jurisdiction. Because of the City's extensive storm sewer management program, the City has necessary equipment, staffing, experience, and procedures in place to inspect these systems and promptly address inadequacies. The City's management objectives of their existing storm sewer systems and associated maintenance practices are consistent with the needs of drainage systems managed by RCWD that also consist of storm sewer.

Conversely, the RCWD manages relatively few storm sewers (less than 2% of the total mileage of public drainage system under its authority). Although the RCWD does actively inspect and maintain the storm sewers under its authority, the RCWD lacks the comparable equipment, experience, and staffing as the City to aid in responsively addressing drainage concerns in the storm sewer system.

Once the RCD 4 Main Trunk open channel between County Road C and Terrace Drive is replaced with a storm sewer pipe (construction will be completed in 2021), the entirety of the petitioned transfer will consist of storm sewer except for two stormwater ponds (which are both managed by the City). For these reasons, the City is better equipped to operate and maintain the storm sewer portions of RCD 4 than the RCWD.

Water Quality











The City is required to follow National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit requirements and limit pollutants entering the storm water conveyance system in their jurisdiction. Given this obligation, the City will adhere to objectives similar to RCWDs for managing the water quality of stormwater runoff. Additionally, the City's obligations and authorities to manage sediment in the existing storm sewer ponds along RCD 4 are in alignment with the water quality objectives of the RCD 4 system as a whole.

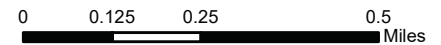
RECOMMENDATIONS

For the reasons stated above, HEI recommends that the RCWD transfer authority for portions of RCD 4 to the City as shown on **Figure 1**. Specifically, the portion of RCD 4 Main Trunk beginning at Station 52+14 (just north of Terrace Drive) and continuing south to its upstream end at Station 140+74 and Lateral 1 from its beginning at Station 0+00 to its upstream endpoint 67+64, as shown on figures in the Record Reestablishment Report dated November 7, 2019. Additionally, the RCWD should coordinate with the City to transfer easements it holds over transferred portions of the drainage system.

We do not recommend a transfer of any portion of RCD 4 not included within the petitioned extent. As noted above, these remaining portions of RCD 4 consist primarily as open channel ditch, traverses a District Facility (Oasis Pond) and Little Lake Johanna, and crosses into another municipality (the City of Arden Hills). The RCWD must continue to serve as the drainage authority for this portion of RCD 4 to serve the regional drainage and water resource needs.



-  RCD4 Transfer Petition Alignment
-  RCD4 Current Alignment
-  Lake
-  Interstate
-  State Highway
-  Local Roads
-  City
-  County Boundary
-  RCD 4 Hydrological Boundary
-  RCWD Boundary



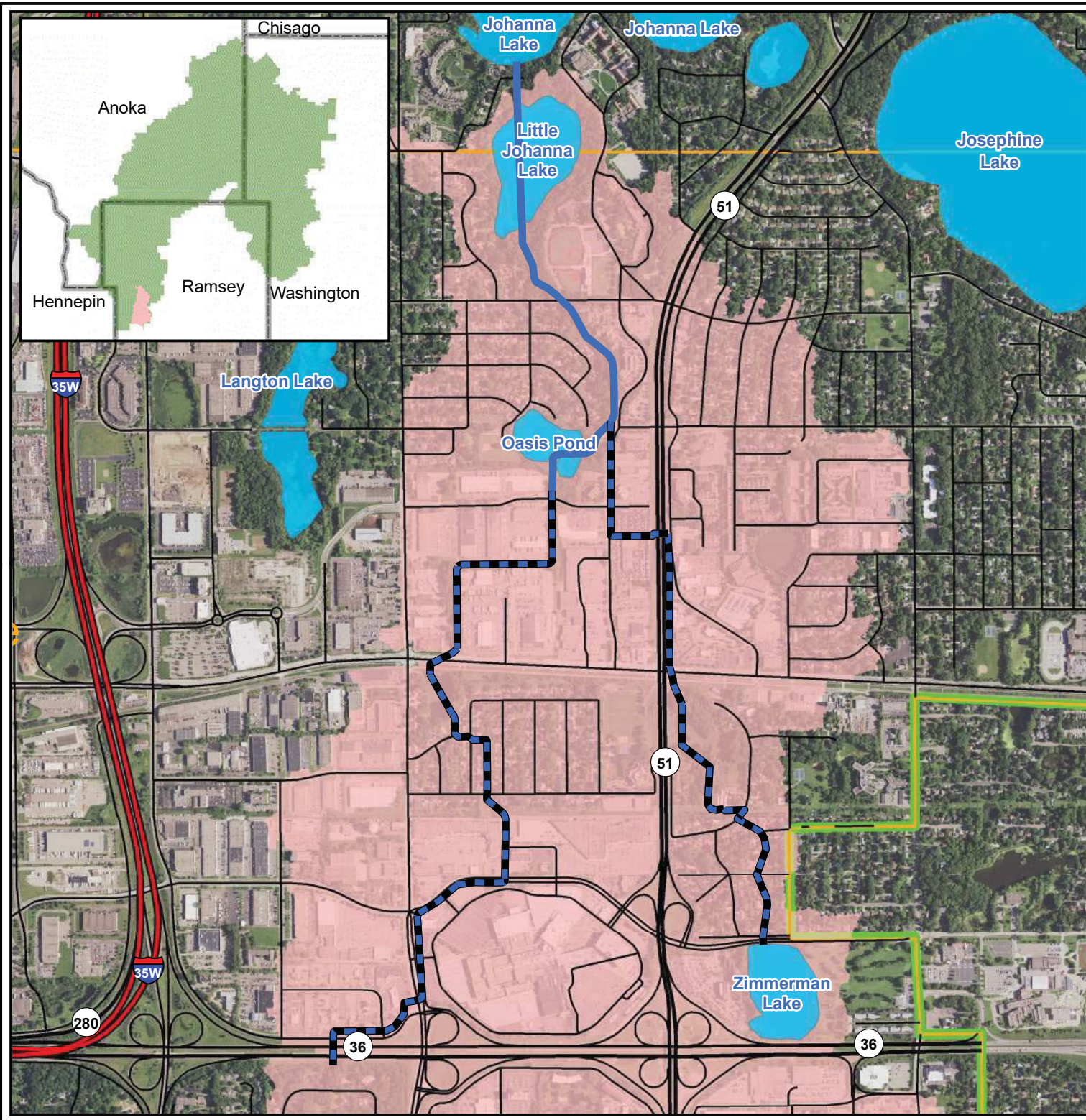
RCD 4 Location and Transfer Alignments

Scale: AS SHOWN	Drawn by: DFB	Checked by:	Project No.: 5555-246	Date: 12/23/2020	Sheet:
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Maple Grove

P: 763.493.4522
F: 763.493.5572



ITEMS REQUIRING BOARD ACTION

1. Designation of Official Depository and Official Newspaper
(Nick Tomczik)

MEMORANDUM
Rice Creek Watershed District



Date: February 3, 2021
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Annual Designation of Depository and Newspaper

Introduction

The District by-laws require annual designation of an official depository and newspaper.

Background

The District Board must annually designate an official depository and newspaper. This is stated in the By-Laws of RCWD Article 4, Section 8 identifying the designation to occur at the first regular meeting in February.

The District’s current official depository is PMA Financial Network, LLC. administering the 4M Fund with US Bank as the financial institution.

The District’s current official newspaper is the St. Paul Pioneer Press.

Staff Recommendation

Staff recommends no change to District’s official depository and official newspaper.

Request for Board Motion

Proposed Motion: Manager _____ moves to designate PMA Financial Network, LLC. administering the 4M Fund with US Bank as the financial institution as the official depository and St. Paul Pioneer Press the official newspaper of the Rice Creek Watershed District.

ITEMS REQUIRING BOARD ACTION

2. Reconvene Public Hearing on Artis REIT/Whitewater Properties I, LLC Public Drainage Petition Anoka Ramsey Judicial Ditch 1 (ARJD1), Branch 2 and Consider Findings and Order (Nick Tomczik)

RESOLUTION NO. 2021-01

**GRANTING PETITION OF ARTIS REIT, DEVELOPER, AND WHITEWATER PROPERTIES I, LLC,
PROPERTY OWNER TO REALIGN A PORTION OF ANOKA RAMSEY JUDICIAL DITCH (ARJD) 1,
BRANCH 2 AND PARTIALLY ABANDONING THE DRAINAGE SYSTEM REMNANT AFTER
REALIGNMENT**

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

WHEREAS, the Board of Managers of the Rice Creek Watershed District (the District) is the Drainage Authority for Anoka Ramsey Judicial Ditch (ARJD) 1 under Minnesota Statutes Chapter 103E;

WHEREAS, the Board received a petition and bond from Artis REIT, developer, and Whitewater Properties I, LLC, property owner, to realign a portion of ARJD 1, Branch 2 for the purpose of a proposed office/warehouse development at the NW Quadrant of I-35W & 85th Ave. NE in Blaine, MN and to abandon the remnant portion of the drainage system after realignment;

WHEREAS, by Resolution 2020-24, the Board accepted the petition and bond under statutes sections 103E.227 and 103E.806 and appointed Houston Engineering to prepare a report assessing the impact of the proposed action;

WHEREAS, Houston Engineering completed its work and filed a report with the Board;

WHEREAS, Houston Engineering concluded that the proposed realignment would not impair the utility of the drainage system or deprive affected landowners of its benefit and further that abandoning the portion of the drainage system left remnant after the realignment would not serve a substantial useful purpose as part of the drainage system to any property remaining in the system and would not provide substantial public benefit and utility;

WHEREAS, the Board noticed and held a hearing on the petition at its regular meeting on January 13, 2021;

WHEREAS, due to the COVID-19 pandemic, pursuant to Minnesota Statutes §13D.021, the Board held the hearing remotely, by video-teleconference. Notice of the hearing included instructions on how members of the public could access and review information relevant to the proceedings and on how access and participate in the hearing.

WHEREAS, a public comment portion of the hearing was opened and members of the public were invited to present concerns regarding the proposed actions;

WHEREAS, during public comment the following comment was received from Beth D. Neuendorf, PE, District Water Resources Engineer, Minnesota Department of Transportation (MnDOT):

- Leave the existing apron outfalls as is on MnDOT R/W, so that MnDOT has access to the culverts under the I-35W Service Drive for inspection and lining/repair.
- Put the piped system apron inlets on the private R/W side instead of connecting directly to the MnDOT system.
- If the above is not possible, then place manholes at the ends of the existing culverts and have piped system start from there.
- The salvaged aprons are the property of MnDOT.
- The developer will need a drainage permit from MnDOT.
- The plans require review and approval prior to issuing the permit and prior to any work on MnDOT R/W.

WHEREAS, based on the proceedings, after closing the public comment portion of the hearing, the Board adopted a motion to leave the comment period open for the receipt of written comments through the close of business (4:00 p.m.) on January 20, 2021; that, barring any comments requiring further inquiry, staff prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect the realignment and partial abandonment as petitioned and as recommended in the engineer's report; that the order and authorized modifications of Judicial Ditch 1, Branch 2, be conditioned upon the Petitioners' execution of certain consents, easements and maintenance agreements related to the modification; that the order not be effective nor authorize petitioner to proceed to construct the drainage system modification until it acquires all required permits and all necessary rights-of-way and flowage easements from owners of land to be affected by it; and that the proceedings be recessed to the Board's regular meeting on February 10, 2021, at 9:00 a.m., or by adjournment to an appropriate time on the Board's agenda, at which meeting the Board would consider a resolution approving the petitioned action;

WHEREAS, in response to the MnDOT's comment, the Board has subsequently learned that MnDOT released the frontage road of Interstate 35W adjacent to the project to the City of Blaine. The City has coordinate its requirements with the petitioner. The Board has provided notice to the petitioner of the permitting and right of way coordination requirements of MnDOT and of the City of Blaine and will condition the approval herein to ensure compliance with MnDOT and City requirements;

WHEREAS, the petitioner is proposing development of a parcel of land described per Limited Warranty Deed Dated December 21, 1998 and recorded January 5, 1999 as Document No. 1397873.0 in the office of the Anoka County Recorder as follows:

That part of the south Half of the Southeast Quarter of Section 34, Township 31 North, Range 23 West, lying Westerly of a line described as commencing at a point on the North line of Section 5, Township 30 North, Range 23 West, distant 523.15 feet West of the Northeast corner thereof; thence run Northerly at an angle of 89 degrees 40 minutes with said North Section line (measured from West to North) for 466.4 feet; thence deflect to the right on a 6 degree 00 minute curve (delta angle 27 degrees 04 minutes 06 seconds) for 451.14 feet; thence on tangent to said curve for 380.9 feet; thence deflect to the left on a 6 degree 00 minute curve (delta angle 27 degrees 44 minutes 10 seconds) for

462.27 feet and there terminating, according to the Government Survey thereof, Anoka County, Minnesota.

WHEREAS, petitioners intend to subdivide said property and it is important to the District and the drainage system that the obligations incurred by petitioner in this action be extended to the land as required by statute and in order to ensure that future owners of subdivided parcels are on notice of the requirements created herein;

WHEREAS, the District can find no basis upon which to use or obligate drainage system funds for the petitioned modification of the drainage system;

WHEREAS, the engineer has identified increased life-cycle costs associated with future inspection and maintenance of the drainage system modifications which, by statute, are to be paid by petitioner or, in the present proceedings, are to be paid by the property benefitted from the proposed modification of the drainage system;

WHEREAS, based on the engineer's reports and other evidence presented, the Board finds that the proposed realignment will not impair the utility of the drainage system or deprive affected landowners of its benefit and, further, that the portion of the drainage system left remnant after the realignment will not serve a substantial useful purpose as part of the drainage system to any property remaining in the system and will not provide substantial public benefit and utility.

THEREFORE, BE IT RESOLVED that the Board of Managers directs the following actions:

1. The petition of Artis REIT, developer, and Whitewater Properties I, LLC, property owner, to realign a portion of ARJD 1, Branch 2 for the purpose of a proposed office/warehouse development at the NW Quadrant of I-35W & 85th Ave. NE in Blaine, MN and to abandon the remnant portion of the drainage system after realignment as indicated in the petition and engineer's reports is GRANTED subject to the conditions adopted herein.
2. The cost of proceedings be charged to the petitioner's bond. Any deficiency in the bond to cover the cost of the proceedings shall be paid by the petitioner prior to release of this order.
3. Upon payment of costs and completion of the modifications, the drainage system record shall be amended to reflect the realignment and partial abandonment as petitioned.
4. The petitioner may proceed to make the drainage system modification as petitioned upon release of this order and provided that the petitioner has:
 - a. acquired or obtained all required permits and all necessary rights-of-way and flowage easements from regulatory entities, including MnDOT, the District and the City of Blaine, or owners of land to be affected by the drainage system modification;
 - b. executed and recorded a statement of maintenance obligations and agreements, as approved by the District, related to future maintenance and inspection costs for the modifications of the drainage system; and

- c. executed and recorded a drainage and utility easement with rights of entry, as approved by the District, for the benefit of Anoka Ramsey Judicial Ditch 1.

5. The petitioner must proceed and finish the drainage system modification as petitioned within three years of this order or it is null and void.

The question was on the adoption of Resolution 2021-01 and there were ___ yeas and ___ nays as follows:

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

Upon vote, the President declared the Resolution _____.

 Marcia Weinandt, Secretary

Dated: February 10, 2021

* * * * *

I, Marcia Weinandt, Secretary of the Rice Creek Watershed District, do hereby certify that I have compared the above resolution 2021-01 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 10 day of February, 2021.

 Marcia Weinandt, Secretary

ITEMS REQUIRING BOARD ACTION

3. City of Circle Pines Grant Agreement Golden Lake Iron-Enhanced Sand Filter Intake Modification (Kyle Axtell)

MEMORANDUM
Rice Creek Watershed District



Date: January 28, 2021
To: RCWD Board of Managers
From: Kyle Axtell, Project Manager
Subject: City of Circle Pines Grant Agreement
Golden Lake Iron-Enhanced Sand Filter Intake Modification

Introduction

The RCWD Board is being asked to consider approval of a \$31,766.95 grant agreement providing additional funding to this project for the purpose of completing a modification to the IESF intake which has been compromised due to its proximity to the inlet of the stormwater pond. Staff is recommending approval.

Background

In 2017, the Anoka Conservation District received a \$467,968 BWSR Clean Water Fund Grant toward construction of this project, which was implemented by and is owned, operated and maintained by the City of Circle Pines. At that time, the RCWD contributed \$50,000 toward the local match requirement through its Urban Stormwater Remediation Cost-Share Program. The City provided the remaining local match, estimated to be approximately \$200,000. The project was completed in 2019 and the RCWD distributed its funding to the City in early 2020.

The design and location of the IESF system intake – at the discharge point of ACD 53-62 into the City’s stormwater pond – has proven problematic over the last year due to low water and routine sediment deposition. The City has prepared plans to modify the intake design and location to restore the IESF to an operable condition for the 2021 field season. This project is not considered maintenance of the system, which is the City’s responsibility, but a true modification of the system’s design, which warrants consideration for RCWD funding. The plans also include a concurrent dredging of the pond. The City, in petitioning for the impoundment of ACD 53-62 and constructing the pond, assumed full responsibility for future maintenance of the pond including all associated costs. Current District policy would not recognize the sediment dredging portion of the City’s proposal to be a cost eligible for District funding. RCWD’s staff and engineer have reviewed the proposed concept and provided input to the City which was considered prior to the completion of these plans.

Contractor bids were received by the City in January 2021. It is critical that the work be completed yet this winter, so timing is of the essence. The apparent low bidder is Peterson Companies, Inc. with a bid of \$126,903.00. Removing costs associated with the pond dredging, the expenses that may be considered for grant assistance by the RCWD – those costs attributable only to the IESF intake modification – is \$63,533.90.

Staff Recommendation

It is very much in the RCWD's interest to see that this IESF project functions as intended, for two primary reasons, among others. First, the project has been designed to remove phosphorus from runoff to Golden Lake and is expected contribute to the lake's improving water quality trends. Second, the RCWD has previously invested its own funds into the project and has a vested financial interest in its success.

With an eligible project cost of \$63,533.90, staff recommends that the Board approve the attached grant agreement, awarding a cost-share of 50% of eligible project expenses, not to exceed \$31,766.95, to the City of Circle Pines.

Proposed Motion

"I move approval of the grant agreement between the Rice Creek Watershed District and City of Circle Pines for the Golden Lake IESF Intake Modification Project, as presented, awarding a cost-share of 50% of eligible project expenses, not to exceed \$31,766.95."

Attachments

Circle Pines Grant Agreement
Project Plan Set (dated 12-29-2020)
Bid Tabulation (dated 01-11-2021)

**RICE CREEK WATERSHED DISTRICT
GRANT AGREEMENT**

GRANT AGREEMENT between the Rice Creek Watershed District (District), 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota 55449 and the City of Circle Pines (Grantee), 200 Civic Heights Circle, Circle Pines, MN 55014.

RECITALS

WHEREAS, the Grantee intends to construct a modification to the intake of the existing Golden Lake Iron-Enhanced Sand Filter Project (Project); and,

WHEREAS, the District previously provided financial assistance to the Grantee for construction of the original Project through an Urban Stormwater Remediation Cost-Share Program cost-share agreement, dated March 28, 2017; and,

WHEREAS, the District concurs with the Grantee's assertion that the existing location of the Project's intake is problematic for the successful and efficient operation and maintenance of the Project; and,

WHEREAS, in accordance with District policies, the District desires to provide the Grantee additional financial assistance for the modification of the Project's intake location and design.

THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, the District and the Grantee agree as follows:

I. GRANTEE RESPONSIBILITIES.

- A. Design Plans. The Grantee has already submitted final signed plans for the Project to the District that are signed by a licensed professional engineer and dated December 29, 2020. Execution of this agreement by the District constitutes approval of these design plans and specifications.
- B. Construction and Maintenance. The Grantee, through its own personnel and/or contractors, will construct the Project in accordance with the approved Project plans and specifications and maintain it indefinitely in accordance with the approved maintenance plan. In doing so, the Grantee will comply with all applicable laws and regulations and will be responsible for acquiring all permits, approvals and temporary and permanent rights of access or easement.
- C. Completion of Construction. The Grantee's staff or consulting engineer will certify the completion of Project construction in accordance with the approved plans and specifications no later than October 31, 2021. The Grantee will submit to the District documentation of Project expenditures and the certification of completion no later than December 31, 2021.

II. DISTRICT RESPONSIBILITIES.

- A. Grant Funds. To defray the Project cost to the Grantee, the District will provide the Grantee financial assistance in the amount of fifty (50) percent of the Project's eligible costs, as determined by the District, with the total amount of District assistance not to exceed \$31,766.95.

- B. Payment Schedule. On District receipt of the certification of completion and review of such Project documentation as it may require, the District will disburse the grant funds to the Grantee.
- C. Contingencies. The District's obligation to provide grant funds is contingent on the Grantee's compliance with the terms of this agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications by October 31, 2021.

III. MISCELLANEOUS.

- A. Relationship of Parties. Nothing in this agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, a maintenance plan and any other Project-related documents is solely for the District's own accounting for funds expended. As between the parties, the Grantee is solely responsible for selection of the Project design and the means, method and manner of construction. Nothing in this agreement creates any right in any third party or affects any immunity, defense or liability limitation enjoyed by either party.
- B. Employees. The Grantee represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this agreement. No Grantee personnel or contractor will be considered an agent, representative or employee of the District.
- C. Liability. The Grantee agrees to hold harmless and indemnify the District, and its managers, staff and representatives, up to the maximum liability limits of Minnesota Statutes Section 466.04, against any claim, expense or damage, including attorney fees, arising from the performance of this agreement.
- D. Assignment or Modification. This agreement binds and inures to the benefit of the Grantee and the District, and their respective successors and assigns. Neither party may assign this agreement without the prior written consent of the other. Any modification of the agreement must be in writing and signed by both parties.
- E. Public Documents. All submitted information, including application, conceptual design, cost estimates, bid tabulations, final designs and specifications, copies of permits and proof of expenditures will become a part of the public record. Grantee will not claim intellectual property rights in any such information.
- F. Effective Date. This agreement is effective as of the date all signatures below have been provided.

Dated: _____, 2021

CITY OF CIRCLE PINES

By: _____

Its: _____

Dated: _____, 2021

RICE CREEK WATERSHED DISTRICT

By: _____

Patricia Preiner, President

CITY POND 8 MAINTENANCE PROJECT CITY OF CIRCLE PINES

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

Sheet Number	Sheet Title
1	TITLE SHEET
2	CONSTRUCTION PLAN
3	EROSION & SEDIMENTATION CONTROL PLAN
4	DETAILS



PROJECT LOCATION MAP



THIS PLAN SET CONTAINS 4 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF CIRCLE PINES
200 CIVIC HEIGHTS CIRCLE
CIRCLE PINES, MN 55014
(763) 785-5898

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

William C. Alms
WILLIAM C. ALMS, P.E.

DATE: 12/29/2020 LICENSE NUMBER: 54301

EXCAVATION NOTICE SYSTEM

A CALL TO GOPHER STATE ONE (651-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.

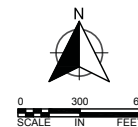


PROJECT LOCATION
COUNTY: ANOKA

UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

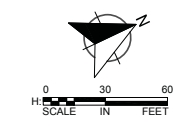
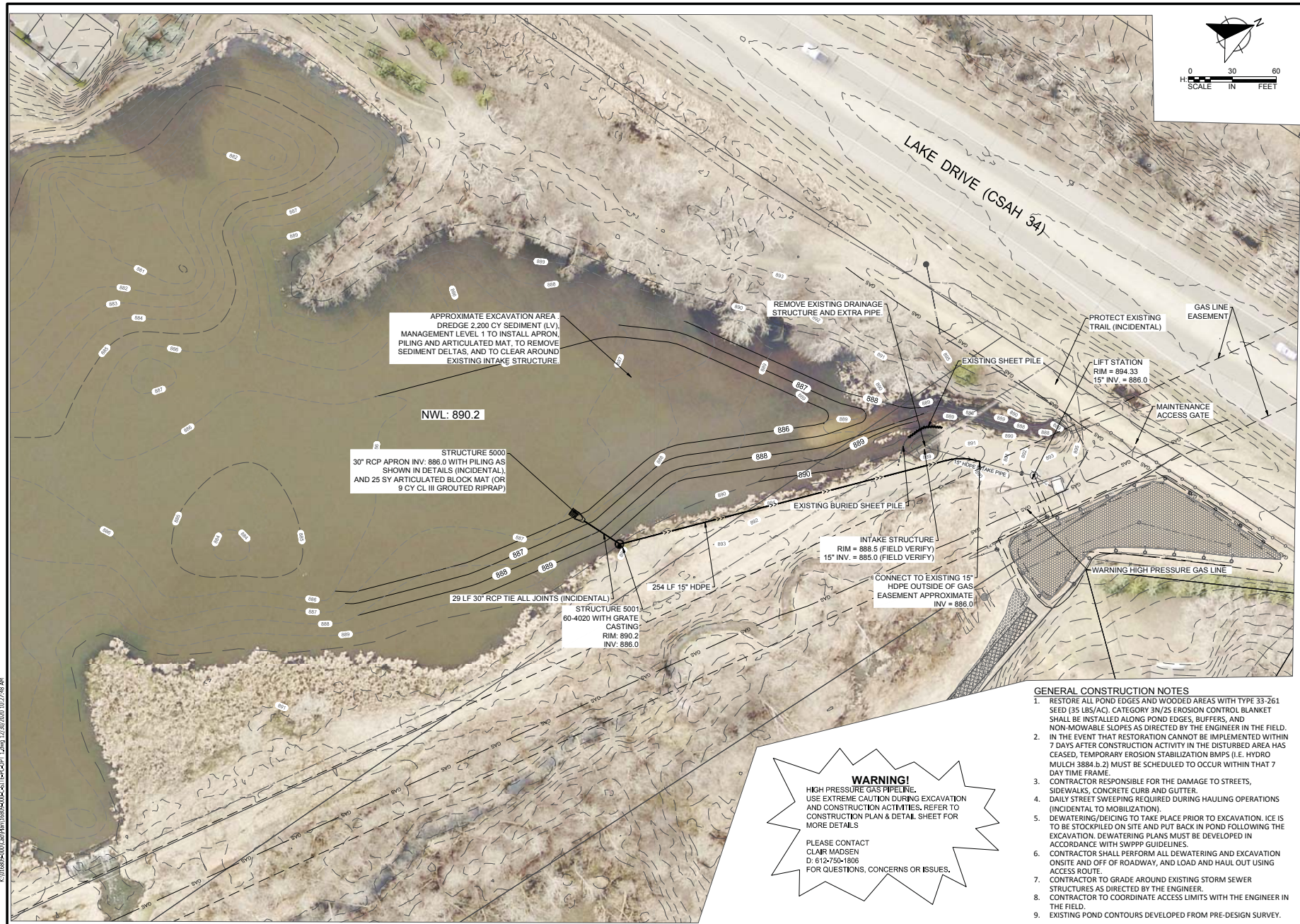
GOPHER ONE CALL TICKET NUMBER: 203102188



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

WSB PROJ. NO. 016809-000

SHEET
1
OF
4



WSB PROJECT NO.: R-016809-000

SCALE: AS NOTED
 DESIGN BY: LGR
 PLAN BY: CKJ
 CHECK BY: WCA

REVISIONS

NO.	DATE	DESCRIPTION

I HEREBY CERTIFY THAT THE PLAN IS CORRECT AND COMPLETE AS SHOWN AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

William C. Allen
 WILLIAM C. ALLEN, P.E.
 DATE: 12/29/2020 LIC. NO. 54301

CITY POND 8
 MAINTENANCE PROJECT
 CITY OF CIRCLE PINES

CONSTRUCTION
 PLAN

SHEET
 2
 OF
 4

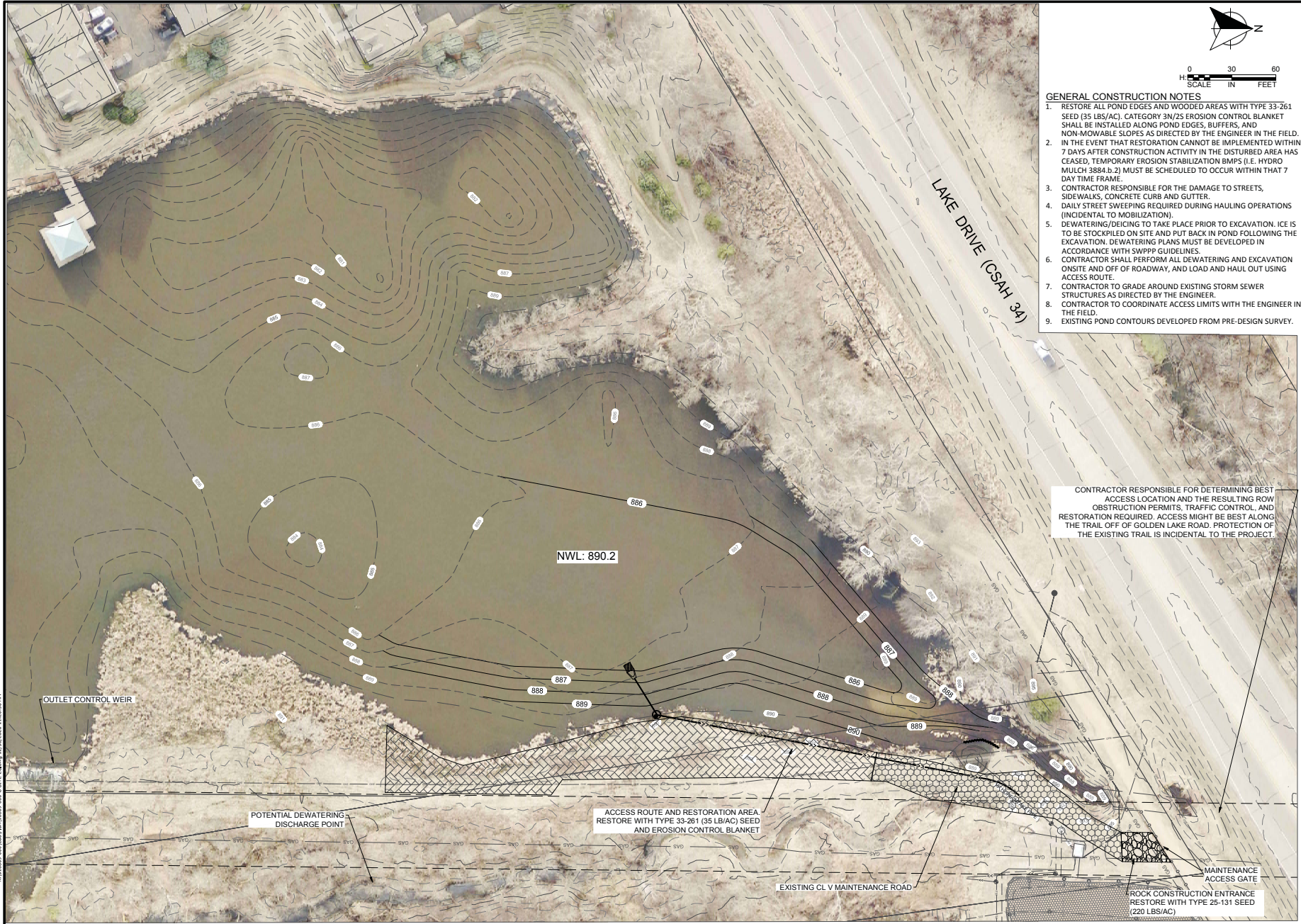
- GENERAL CONSTRUCTION NOTES**
- RESTORE ALL POND EDGES AND WOODED AREAS WITH TYPE 33-261 SEED (35 LBS/AC), CATEGORY 3N/2S EROSION CONTROL BLANKET SHALL BE INSTALLED ALONG POND EDGES, BUFFERS, AND NON-MOWABLE SLOPES AS DIRECTED BY THE ENGINEER IN THE FIELD.
 - IN THE EVENT THAT RESTORATION CANNOT BE IMPLEMENTED WITHIN 7 DAYS AFTER CONSTRUCTION ACTIVITY IN THE DISTURBED AREA HAS CEASED, TEMPORARY EROSION STABILIZATION BMPs (I.E. HYDRO MULCH 3884.b.2) MUST BE SCHEDULED TO OCCUR WITHIN THAT 7 DAY TIME FRAME.
 - CONTRACTOR RESPONSIBLE FOR THE DAMAGE TO STREETS, SIDEWALKS, CONCRETE CURB AND GUTTER.
 - DAILY STREET SWEEPING REQUIRED DURING HAULING OPERATIONS (INCIDENTAL TO MOBILIZATION).
 - DEWATERING/DEICING TO TAKE PLACE PRIOR TO EXCAVATION. ICE IS TO BE STOCKPILED ON SITE AND PUT BACK IN POND FOLLOWING THE EXCAVATION. DEWATERING PLANS MUST BE DEVELOPED IN ACCORDANCE WITH SWPPP GUIDELINES.
 - CONTRACTOR SHALL PERFORM ALL DEWATERING AND EXCAVATION ONSITE AND OFF OF ROADWAY, AND LOAD AND HAUL OUT USING ACCESS ROUTE.
 - CONTRACTOR TO GRADE AROUND EXISTING STORM SEWER STRUCTURES AS DIRECTED BY THE ENGINEER.
 - CONTRACTOR TO COORDINATE ACCESS LIMITS WITH THE ENGINEER IN THE FIELD.
 - EXISTING POND CONTOURS DEVELOPED FROM PRE-DESIGN SURVEY.

WARNING!
 HIGH PRESSURE GAS PIPELINE.
 USE EXTREME CAUTION DURING EXCAVATION AND CONSTRUCTION ACTIVITIES. REFER TO CONSTRUCTION PLAN & DETAIL SHEET FOR MORE DETAILS.

PLEASE CONTACT
 CLAIR MADSEN
 D 612-759-8006
 FOR QUESTIONS, CONCERNS OR ISSUES.

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GENERAL CONSTRUCTION NOTES

1. RESTORE ALL POND EDGES AND WOODED AREAS WITH TYPE 33-261 SEED (35 LBS/AC), CATEGORY 3N/2S EROSION CONTROL BLANKET SHALL BE INSTALLED ALONG POND EDGES, BUFFERS, AND NON-MOVABLE SLOPES AS DIRECTED BY THE ENGINEER IN THE FIELD.
2. IN THE EVENT THAT RESTORATION CANNOT BE IMPLEMENTED WITHIN 7 DAYS AFTER CONSTRUCTION ACTIVITY IN THE DISTURBED AREA HAS CEASED, TEMPORARY EROSION STABILIZATION BMPs (I.E. HYDRO MULCH 3884.b.2) MUST BE SCHEDULED TO OCCUR WITHIN THAT 7 DAY TIME FRAME.
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6. CONTRACTOR SHALL PERFORM ALL DEWATERING AND EXCAVATION ONSITE AND OFF OF ROADWAY, AND LOAD AND HAUL OUT USING ACCESS ROUTE.
7. CONTRACTOR TO GRADE AROUND EXISTING STORM SEWER STRUCTURES AS DIRECTED BY THE ENGINEER.
8. CONTRACTOR TO COORDINATE ACCESS LIMITS WITH THE ENGINEER IN THE FIELD.
9. EXISTING POND CONTOURS DEVELOPED FROM PRE-DESIGN SURVEY.

CONTRACTOR RESPONSIBLE FOR DETERMINING BEST ACCESS LOCATION AND THE RESULTING ROW OBSTRUCTION PERMITS, TRAFFIC CONTROL, AND RESTORATION REQUIRED. ACCESS SHOULD BE BEST ALONG THE TRAIL OFF OF GOLDEN LAKE ROAD. PROTECTION OF THE EXISTING TRAIL IS INCIDENTAL TO THE PROJECT.



wsb
WSB PROJECT NO.: R-016809-000

SCALE: AS NOTED
DESIGN BY: LGR
PLAN BY: CKJ
CHECK BY: WCA

REVISIONS	
NO.	DESCRIPTION

I HEREBY CERTIFY THAT THE PLAN, SPECIFICATIONS, AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

William C. Allen
WILLIAM C. ALLEN, P.E.
DATE: 12/29/2020 LIC. NO. 54201

**CITY POND 8
MAINTENANCE PROJECT
CITY OF CIRCLE PINES**

**EROSION &
SEDIMENTATION
CONTROL PLAN**

SHEET
3
OF
4



January 13, 2021

Honorable Mayor and City Council
City of Circle Pines
200 Civic Heights Circle
Circle Pines, MN 55014

Re: City Pond 8 Maintenance Project
City of Circle Pines
WSB Project No. 016809-000

Dear Mayor and Council Members:

Quotes were received for the above-referenced project on Tuesday, January 11, 2021. A total of 5 quotes were received. The quotes were checked for mathematical accuracy and tabulated, and any errors were annotated on the Quote Tabulation and Summary. The Engineer's Estimate was \$149,080.00. The quote tabulation indicates the low bidder as Peterson Companies, Inc., Chisago City, MN, in the amount of \$126,903.00.

We recommend that the City consider these quotes and award a contract to Peterson Companies, Inc., based on the results of the quotes received.

Sincerely,

WSB

Bill Alms, PE
Project Manager

Enclosure

cc: Janelle Miller, Peterson Companies, Inc.
Patrick Antonen, City of Circle Pines
Eric Eckman, WSB
Laura Rescorla, WSB

alp

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN 55416 | 763.541.4800 | WSBENG.COM

QUOTE TABULATION SUMMARY

City Pond 8 Maintenance Project

City of Circle Pines, MN

Quotes Due: January 12, 2021 at 4:00 p.m. local time

WSB Project No. 016809-000



 DENOTES CORRECTED FIGURE

Contractor	Bid Docs	Grand Total Bid
1 Peterson Companies, Inc.	X	\$126,903.90
2 Meyer Contracting, Inc.	X	\$155,638.45
3 Minger Construction Companies, Inc.	X	\$171,306.00
4 G. F. Jedlicki, Inc.	X	\$172,347.00
5 Nadeau Companies LLC	X	\$180,834.00
Engineer's Opinion of Cost		\$149,080.00

I hereby certify that this is a true and correct tabulation of the bids as received on January 12, 2021.

A handwritten signature in black ink that reads "William C. Alms".

Bill Alms, PE Project Manager

Quote Tabulation

City Pond 8 Maintenance Project

City of Circle Pines, MN

Quotes Due: Tuesday, January 12, 2021 at 4:00 p.m. Local Time

WSB Project No. 016809-000



DENOTES CORRECTED FIGURE

Line #	Mat. #	Item	Units	Qty	Engineer's Estimate		Peterson Companies, Inc.		Meyer Contracting, Inc.		Minger Construction Companies, Inc.	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501	MOBILIZATION	LS	1	\$7,000.00	\$7,000.00	\$12,700.00	\$12,700.00	\$7,500.00	\$7,500.00	\$19,000.00	\$19,000.00
2	2051.501	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	1	\$6,500.00	\$6,500.00	\$1,500.00	\$1,500.00	\$3,178.60	\$3,178.60	\$9,000.00	\$9,000.00
3	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	1	\$1,500.00	\$1,500.00	\$1,210.00	\$1,210.00	\$525.15	\$525.15	\$700.00	\$700.00
4	2104.503	REMOVE SEWER PIPE (STORM)	L F	30	\$30.00	\$900.00	\$43.25	\$1,297.50	\$33.90	\$1,017.00	\$21.00	\$630.00
5	2105.511	POND EXCAVATION	C Y	2,200	\$30.00	\$66,000.00	\$21.40	\$47,080.00	\$27.55	\$60,610.00	\$31.00	\$68,200.00
6	2105.601	DEWATERING	LS	1	\$15,000.00	\$15,000.00	\$14,790.00	\$14,790.00	\$17,250.00	\$17,250.00	\$16,500.00	\$16,500.00
7	2501.502	30" RC PIPE APRON	EACH	1	\$5,500.00	\$5,500.00	\$11,500.00	\$11,500.00	\$9,850.00	\$9,850.00	\$11,000.00	\$11,000.00
8	2503.503	30" RC PIPE SEWER	L F	29	\$100.00	\$2,900.00	\$128.00	\$3,712.00	\$181.70	\$5,269.30	\$150.00	\$4,350.00
9	2503.603	15" HDPE PIPE SEWER	L F	254	\$75.00	\$19,050.00	\$26.50	\$6,731.00	\$69.75	\$17,716.50	\$50.50	\$12,827.00
10	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1	\$8,000.00	\$8,000.00	\$8,320.00	\$8,320.00	\$10,950.00	\$10,950.00	\$5,750.00	\$5,750.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$1,500.00	\$1,500.00	\$866.00	\$866.00	\$1,490.90	\$1,490.90	\$1,300.00	\$1,300.00
12	2515.504	ARTICULATED BLOCK MAT CLOSED CELL TYPE A	S Y	25	\$200.00	\$5,000.00	\$205.00	\$5,125.00	\$146.00	\$3,650.00	\$155.00	\$3,875.00
13	2575.508	SEED MIXTURE 25-131	LB	22	\$30.00	\$660.00	\$3.45	\$75.90	\$3.50	\$77.00	\$22.00	\$484.00
14	2575.508	SEED MIXTURE 33-261	LB	9	\$30.00	\$270.00	\$28.50	\$256.50	\$26.00	\$234.00	\$110.00	\$990.00
15	2575.504	EROSION CONTROL BLANKETS CATEGORY 3	S Y	1,200	\$3.00	\$3,600.00	\$1.95	\$2,340.00	\$2.10	\$2,520.00	\$4.50	\$5,400.00
16	2575.604	SEEDING	S Y	1,600	\$2.00	\$3,200.00	\$2.75	\$4,400.00	\$0.50	\$800.00	\$3.00	\$4,800.00
17	2575.601	EROSION CONTROL	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$6,500.00	\$6,500.00
GRAND TOTAL BID						\$149,080.00		\$126,903.90		\$155,638.45		\$171,306.00

Quote Tabulation

City Pond 8 Maintenance Project

City of Circle Pines, MN

Quotes Due: Tuesday, January 12, 2021 at 4:00 p.m. Local Time

WSB Project No. 016809-000



 DENOTES CORRECTED FIGURE

Line #	Mat. #	Item	Units	Qty	Engineer's Estimate		G. F. Jedlicki, Inc.		Nadeau Companies LLC	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501	MOBILIZATION	LS	1	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$14,000.00	\$14,000.00
2	2051.501	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	1	\$6,500.00	\$6,500.00	\$7,850.00	\$7,850.00	\$4,600.00	\$4,600.00
3	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	1	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$380.00	\$380.00
4	2104.503	REMOVE SEWER PIPE (STORM)	L F	30	\$30.00	\$900.00	\$9.00	\$270.00	\$35.00	\$1,050.00
5	2105.511	POND EXCAVATION	C Y	2,200	\$30.00	\$66,000.00	\$42.00	\$92,400.00	\$49.20	\$108,240.00
6	2105.601	DEWATERING	LS	1	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$10,500.00	\$10,500.00
7	2501.502	30" RC PIPE APRON	EACH	1	\$5,500.00	\$5,500.00	\$9,240.00	\$9,240.00	\$7,600.00	\$7,600.00
8	2503.503	30" RC PIPE SEWER	L F	29	\$100.00	\$2,900.00	\$135.00	\$3,915.00	\$118.00	\$3,422.00
9	2503.603	15" HDPE PIPE SEWER	L F	254	\$75.00	\$19,050.00	\$58.00	\$14,732.00	\$57.00	\$14,478.00
10	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1	\$8,000.00	\$8,000.00	\$8,800.00	\$8,800.00	\$3,450.00	\$3,450.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$1,500.00	\$1,500.00	\$735.00	\$735.00	\$900.00	\$900.00
12	2515.504	ARTICULATED BLOCK MAT CLOSED CELL TYPE A	S Y	25	\$200.00	\$5,000.00	\$265.00	\$6,625.00	\$124.00	\$3,100.00
13	2575.508	SEED MIXTURE 25-131	LB	22	\$30.00	\$660.00	\$40.00	\$880.00	\$24.00	\$528.00
14	2575.508	SEED MIXTURE 33-261	LB	9	\$30.00	\$270.00	\$40.00	\$360.00	\$34.00	\$306.00
15	2575.504	EROSION CONTROL BLANKETS CATEGORY 3	S Y	1,200	\$3.00	\$3,600.00	\$4.20	\$5,040.00	\$2.20	\$2,640.00
16	2575.604	SEEDING	S Y	1,600	\$2.00	\$3,200.00	\$1.00	\$1,600.00	\$0.90	\$1,440.00
17	2575.601	EROSION CONTROL	LS	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$4,200.00	\$4,200.00
GRAND TOTAL BID						\$149,080.00		\$172,347.00		\$180,834.00

I hereby certify that this is an exact reproduction of bids received.

Certified By: *William C. Ahn*

License No. 54301

Date: January 12, 2021

ITEMS REQUIRING BOARD ACTION

4. BWSR Watershed-Based Funding Implementation (WBIF) Program, Grant Agreement & Work Plan Approval (Kyle Axtell)

MEMORANDUM

Rice Creek Watershed District



Date: February 3, 2021
To: RCWD Board of Managers
From: Kyle Axtell, Project Manager
Subject: BWSR Watershed-Based Funding Implementation (WBIF) Program
Grant Agreement & Work Plan Approval

Introduction

The Board is being asked to consider approval of a grant agreement (\$93,042) and work plan for the Peltier/Centerville Lakes Disconnection Feasibility Study.

Background

Consistent with Board consensus from its August 12, 2020 meeting, staff has proceeded to pursue the concept of using RCWD's WBIF allocation (\$93,042) to undertake a feasibility study examining the extent of nutrient loading to Centerville Lake from Peltier Lake backflow. The District's proposal was submitted to BWSR along with a slate from the other eligible LGUs within the Mississippi East HUC partnership. District staff was notified in late January that the proposal was eligible for funding and accepted. A work plan was submitted per BWSR instruction on February 2, 2021 and was approved by BWSR on February 3, 2021. Staff anticipates that the grant agreement will be made available just in time to be considered at the February 10, 2021 Board meeting.

Time is of the essence, resulting in the need for quick Board action. Work on the project may not begin until BWSR executes our grant agreement. Staff needs to prepare and distribute an RFP to consultants and complete the selection process in advance of the spring snowmelt event. It is preferable for the specialized flow monitoring to begin right away this spring to maximize the available data. Even if the grant agreement is not available for review, staff will ask the Board to provide approval of the grant agreement now, authorizing the administrator to sign upon advice of counsel. These agreements are very standardized and not expected to change significantly from previous examples. The "guts" of the agreement lie in the contents of the work plan (attached) which has already been approved by BWSR and is included as an attachment to the grant agreement.

RCWD's proposed \$10,000 local match is entirely staff time devoted to completion of the project and administration of the grant. No additional ad valorem costs are expected at this time.

Proposed Motion

"I move to authorize the Administrator, on advice of counsel, to execute the 2021 BWSR Metro Watershed-Based Implementation Funding grant agreement."

Attachments

Grant workplan (C21-9717), dated February 2, 2021
BWSR eLINK work plan approval email, dated February 3, 2021



Grant Workplan Watershed Based Implementation JAN 2021

Grant Title - 2021 Metro WBIF - Mississippi East Watershed - Rice Creek WD

Grant ID - C21-9717

Organization - Rice Creek WD

Original Awarded Amount	\$93,042.00	Grant Execution Date	
Required Match Amount	\$9,304.20	Original Grant End Date	
Required Match %	10%	Grant Day To Day Contact	Kyle Axtell
Current Awarded Amount	\$93,042.00	Current End Date	

Budget Summary

	Budgeted	Spent	Balance Remaining
Total Grant Amount	\$93,042.00	\$0.00	\$93,042.00
Total Match Amount	\$10,000.00	\$0.00	\$10,000.00
Total Other Funds	\$0.00	\$0.00	\$0.00
Total	\$103,042.00	\$0.00	\$103,042.00

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

Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Feasibility Study	Technical/Engineering Assistance	Current State Grant	2021 Metro WBIF - Mississippi East Watershed - Rice Creek WD..	\$93,042.00			N
Feasibility Study	Technical/Engineering Assistance	Local Fund	RCWD Match	\$8,000.00			Y

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Grant Administration	Administration /Coordination	Local Fund	RCWD Match	\$2,000.00			Y

Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
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Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
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Grant Activity

Grant Activity - Feasibility Study

Description

The purposes of this feasibility study are to 1) better quantify the negative effects of Peltier Lake backflow on water quality in Centerville Lake, 2) improve RCWD's understanding of the hydraulic relationship between the two lakes, and 3) analyze the technical feasibility, downstream impact, and cost effectiveness of identified disconnection scenarios.

RCWD Staff will develop a Request For Proposals (RFP) to be distributed to its pool of consulting engineering firms. The selected firm will employ licensed professional engineers (civil and/or water resources) and have relevant experience with hydraulic and hydrologic modeling, field data collection, and design/analysis of engineered water resource infrastructure solutions. This study will utilize bi-directional flow monitoring utilizing an Acoustic Doppler Current Profiler and extensive XP-SWMM and lake response (BATHTUB) modeling. Grant funds will not be utilized for routine water quality monitoring; that will be provided by the RCWD as part of its regular monitoring program, separately from this project (not local match).

RCWD will actively engage stakeholders including, but not limited to, the City of Centerville, City of Lino Lakes, Anoka County, Saint Paul Regional Water Services, and area residents.

Matt Kocian, RCWD Lake & Stream Specialist, will serve as the lead RFP developer and will oversee the selected consultant to develop the field information and data necessary to complete the feasibility study. He has successfully implemented RCWD's field monitoring program for over 13 years, including long-term and project-specific water quality and flow monitoring.

Key Milestones:

2021 - Distribute request for proposals; Hire study consultant; Begin field data collection.

2022 - Continue field data collection; engage stakeholders; Finalize water quality and hydraulic portions of study.

2023 - Complete field survey and analysis of lake disconnection and outflow options; Finish feasibility study.

Category

TECHNICAL/ENGINEERING ASSISTANCE

Has Rates and Hours?

Yes

Grant Activity - Grant Administration

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

Grant Attachments

Document Name	Document Type	Description
Application	Workflow Generated	Workflow Generated - Application - 01/25/2021

Grant Workplan Approved for C21-9717 - 2021 Metro WBIF - Mississippi East Watershed - Rice Creek WD for Rice Creek WD

elinksupport@state.mn.us <elinksupport@state.mn.us>

Wed 2/3/2021 11:14 AM

To: Kyle Axtell <KAxtell@ricecreek.org>; elinkautomsgs@state.mn.us <elinkautomsgs@state.mn.us>

The workplan for C21-9717 - 2021 Metro WBIF - Mississippi East Watershed - Rice Creek WD for Rice Creek WD has been approved. Do not begin work under this grant until receiving notification that the grant agreement is fully executed.

ITEMS REQUIRING BOARD ACTION

5. Ramsey County Lake Monitoring Contract (Matt Kocian)

MEMORANDUM
Rice Creek Watershed District



Date: February 3, 2021
To: RCWD Board of Managers
From: Matt Kocian, Lake and Stream Spec.
Subject: 2021 Ramsey County Lake Monitoring Services Contract

Introduction

Consider 2021 contract with Ramsey County for lake monitoring services.

Background

Since the mid-1980's Ramsey County staff have monitored water quality on Ramsey County lakes. County staff have collected water samples and completed laboratory analysis for most of RCWD's major lakes in Ramsey County, including White Bear, Bald Eagle, Turtle, Johanna, and Long. Monitoring data collected on these lakes have been vital in tracking long-term lake health, preparing diagnostic studies, and acquiring water quality improvement grants. Beginning in 2016, Ramsey County has sought to recoup monitoring costs from Watershed Districts. Capitol Region, Ramsey-Washington, and RCWD currently contract with the County for monitoring services.

Staff Recommendation

Staff recommend approval of the 2021 contract for lake monitoring services. The scope of these services is consistent with past years, and the cost is included in the approved 2021 District budget.

Proposed Motion

Manager _____ moves to approve the 2021 Lake Monitoring Services agreement between the Rice Creek Watershed District and Ramsey County, for an amount not to exceed \$46,907.32, and authorizes the Board President to execute the contract.

Attachments

Ramsey County Agreement with the Rice Creek Watershed for 2021 Lake Monitoring Services

**RAMSEY COUNTY AGREEMENT
WITH THE RICE CREEK WATERSHED
for 2021 LAKE MONITORING SERVICES**

This Agreement is between the Rice Creek Watershed District, a local special purpose unit of government ("Watershed") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the testing of water quality, within the Watershed, within Ramsey County.

RECITALS

1. County is in possession of water quality testing facilities and capability.
2. Watershed desires County, upon request, to perform water quality testing on its behalf.
3. Watershed is willing to pay County costs and expenses for such tests.
4. All tests requested by Watershed will be within the Watershed's boundaries and within Ramsey County.

AGREEMENT

1. Scope of Agreement

- 1.1. County will perform a water quality testing protocol for Watershed pursuant to the 2009 Ramsey County Lake Management Program Sampling Protocol ("Baseline Request") at the locations and according to the parameters as listed in Exhibit A. Baseline testing will be performed eight times per year at each location between the dates of May 1st and September 30th.
- 1.2. Upon request, and subject to staffing or other limitations, County will perform Additional Testing as directed by the Watershed. Additional Testing will be performed within 2 weeks of receiving request.
- 1.3. This agreement is limited to the services requested and provided between January 1, 2021 and December 31, 2021.

2. Water Quality Testing Services

- 2.1. County staff will collect samples, preserve and transport samples and perform water quality tests or otherwise arrange for testing in accordance with Section 3 herein.

2.2. All tests will be performed in accordance with accepted industry standards. The designated standards for each test is identified in Exhibit B.

2.3. Nothing herein is intended to transfer any statutory duties or responsibilities.

3. Sub-contracting for Testing Services

3.1. If the County is unable to perform the testing, County may sub-contract for the water quality testing to be performed by a qualified third-party.

3.2. Qualified sub-contractors will comply with industry standards and will be solicited in accordance with state law and County procedures. The County will maintain a list of qualified sub-contractors.

3.3. Prior to submitting a sample for testing to a qualified sub-contractor, County will obtain a quote for the procedure and specific number of samples and will provide the specific quote and the identity of the contractor to Watershed. County will not proceed with testing until it receives written approval by the Watershed to proceed. If Watershed does not provide approval, Watershed will continue to be responsible for the Baseline Request Fee, as provided in Section 5.1.

4. Test Reports and Samples

4.1. County will deliver test reports to Watershed within 30 days of availability, or when otherwise requested.

4.2. Upon transmittal to Watershed, County is not responsible for maintaining a record of the sample, the test or its results.

4.3. County and Watershed shall be considered joint owners of the tests, and may use, share or distribute the same in any non-commercial manner. The samples will be disposed of at the County's discretion.

5. Water Quality Test Fees

5.1. Except as provided in Section 5.2, County will perform the sampling, transportation, and testing for the Baseline Request and the Extended Baseline Request, if any, at a flat rate. The flat rate is based on the quantity of testing done in the previous year and the current year's labor and testing rates, plus a pro rata portion of the County's identified equipment costs. The flat rate for the current year is provided and itemized in Exhibit C.

5.2. The flat rate fee identified in Section 5.1 will be credited for any test performed by a sub-contractor pursuant to Section 3. The credit will be equal to the per sample cost identified in Exhibit B.

5.3. County will perform Additional Testing, as provided in Section 1.2, at the rate provided in Exhibit B or the rate quoted by the qualified sub-contractor, for any requested collection, transportation, or testing.

5.4. Watershed will reimburse County for any testing performed by qualified sub-contractor at the rate charged, with no mark-up.

6. Payment Schedule

6.1. County will invoice for the Baseline Request, and any Extended Baseline Request, fees, less any credit, in November following the testing season.

6.2. County will invoice for any Additional Testing services in November, along with the invoice for the Section 6.1 fees.

6.3. County will invoice Watershed for any third-party costs as incurred.

6.4. Watershed will pay all invoices within 60 days of receipt.

7. The Watershed shall be responsible for ensuring County has access to the property listed in Exhibit A, and grants license over any property owned by the Watershed, as needed, to perform any services under this agreement.

8. The Watershed and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the Watershed of any statutory or common law immunities, liability limits, or exceptions on liability

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

10. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties. Any amendment must be in writing.

Rice Creek Watershed District

By: _____
President

Date: _____

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

Date: _____

Approval recommended:

Ted Schoenecker, Director
Public Works Department

Date: _____

Approved as to form:

Assistant County Attorney

Exhibit A: Baseline Request

Lake Sites to be Tested Under Baseline Agreement

Lake Name	DNR Lake ID	DNR Lake Site ID
Otter	02-0003	204
Bald Eagle	62-0002	207
Bald Eagle	62-0002	202
Bald Eagle	62-0002	210
Josephine	62-0057	401
Turtle	62-0061	208
Long	62-0067	202
Long	62-0067	201
Island South	62-0075-01	202
Island North	62-0075-02	202
Johanna	62-0078	101
Silver West	62-0083	204
White Bear	82-0167	234
White Bear	82-0167	229
White Bear	82-0167	230
White Bear	82-0167	231

Water Parameters to be Tested

- Ammonia
- Chloride
- Chlorophyll a
- Dissolved Oxygen
- Inorganic Nitrogen
- pH
- Phytoplankton
- Secchi Disk Depth
- Soluble Reactive Phosphorus
- Specific Conductivity
- Temperature
- Total Kjeldahl Nitrogen
- Total Phosphorus
- Zooplankton

Exhibit B: Laboratory Analysis Methods and Rates

Procedure	Method	Method Year	Cost/Sample*
Alkalinity	SM 2320B	2011	\$8.51
Ammonia	EPA 350.1 rev 2.0	1993	\$11.55
Chlorophyll-a	SM 10200-H	2017	\$35.00
Chloride	SM 4500-Cl ⁻ B	2011	\$9.40
Coliform, Total and <i>E. Coli</i>	SM 9223B(Colilert)	2004	\$33.00
Hardness	SM 2340 C	2011	\$7.51
Nitrate plus Nitrite	SM 4500-NO ₃ H	2011	\$10.81
Ortho Phosphorus (SRP)	EPA 365.1	1993	\$15.85
pH	SM 4500-H ⁺ B	2011	\$4.32
Phytoplankton Analysis	SM 10200 F	2017	\$61.25
Total Dissolved Phosphorus	EPA 365.1	1993	\$16.89
Total Kjeldahl Nitrogen	EPA 351.2 rev 2.0	1993	\$15.00
Total Phosphorus	EPA 365.1	1993	\$10.26
Total Suspended Solids	SM 2540 D	2011	\$17.00
Total Volatile Solids	EPA 160.4	1971	\$3.92
Turbidity	EPA 180.1	1993	\$5.49
Zooplankton Analysis	SM 10200 G	2017	\$61.25
Labor			\$83.51

*Rates subject to review on an annual basis. Rates may be changed with approval by both parties.

EXHIBIT C: BASELINE REQUEST ESTIMATED PROGRAM AND FLAT FEE

RCWD	2021		
Analysis 2021	Count	Unit Price	Amount
Total Phosphorus	379	\$10.26	\$3,888.54
Ortho Phosphorus	379	\$15.85	\$6,007.15
Total Dissolved Phosphorus	0	\$16.89	\$0.00
Chloride	169	\$9.40	\$1,588.60
pH	0	\$4.32	\$0.00
Alkalinity	0	\$8.51	\$0.00
Turbidity	0	\$5.49	\$0.00
Hardness	0	\$7.51	\$0.00
Total Kjeldahl Nitrogen	128	\$15.00	\$1,920.00
Ammonia	128	\$11.55	\$1,478.40
Nitrate+Nitrite	128	\$10.81	\$1,383.68
Total Suspended Solids	0	\$17.00	\$0.00
Total Volatile Solids	0	\$3.92	\$0.00
Chlorophyll A	128	\$35.00	\$4,480.00
E. coli	0	\$33.00	\$0.00
Zooplankton	72	\$61.25	\$4,410.00
Phytoplankton	72	\$61.25	\$4,410.00
Equipment	41%	\$9,761.00	\$3,979.03
Labor	160	\$83.51	\$13,361.92
		Total	\$46,907.32

ITEMS REQUIRING BOARD ACTION

6. Citizen Advisory Committee Member Slate Approval (Beth Carreño)

MEMORANDUM
Rice Creek Watershed District



Date: February 2, 2021
To: RCWD Board of Managers
From: Beth Carreño, Communications & Outreach Coordinator
Subject: CAC Appointment Discussion

Introduction

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

Background

The “Advisory Committee Operating Procedures” (adopted in 2020) includes provisions for:

- A maximum of twelve members
- Up to four members from each of the counties of Anoka, Ramsey, and Washington (ideally) with one of those being a representative of the conservation district / department

Based on guidance from the Board of Managers at their workshop on February 8, 2021, staff has prepared a slate of ten individuals (see table) who have indicated their willingness to serve on the Rice Creek Watershed District Citizen Advisory Committee and have received consensus support. This includes representatives of the two county conservation districts and the one county conservation department.

Staff Recommendation

Staff recommends the presented slate for the CAC.

Name	Affiliation or Organization	County
Anderson, David	Forest Lake	Anoka
Severseike, Jeff	Circle Pines	Anoka
Truchon, Mary Jo*	Anoka Conservation District	Anoka
Forbes, Megan**	New Brighton	Ramsey
Krejcarek, Gary	Bald Eagle Lake, White Bear Lake	Ramsey
Osborn, Bridget	New Brighton, Long Lake	Ramsey
Schroeder, Michael*	Ramsey Conservation Department	Ramsey
Alexander, Raj	White Bear Lake	Washington
Ramseth, Douglas	Forest Lake, Clear Lake	Washington
Rosenquist, Bob *	Washington Conservation District	Washington
<i>Vacant – recruitment ongoing</i>		Anoka
<i>Vacant – recruitment ongoing</i>		Washington

*Representatives of the county conservation districts / departments appointed by the conservation district / department.

**New appointment

MEMORANDUM
Rice Creek Watershed District



Proposed Motion

It was moved by Manager _____ and seconded by Manager _____, to appoint the ten individuals proposed on the slate for membership on the Citizen Advisory Committee for 2021.

ITEMS REQUIRING BOARD ACTION

7. Anoka County Ditch 53-62 Order - Contingent Liability
(Nick Tomczik)

MEMORANDUM
Rice Creek Watershed District



Date: February 2, 2021
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: Treatment of Metro Shooting & Trost Settlements in District Financial Reports

Introduction

The Board established an annual review in February of the level of liability associated with the Metro Shooting/Trost settlements and further to take a formal vote at a Board meeting as to the remoteness of the liability associated with the settlements. This is the annual review.

Background

Smith Partners as District counsel have enquired with Staff and District Engineer regarding potential changes that are relevant to assessing the liability. Please see attached Smith Partners’ memo. There has been little change in the facts and circumstances relevant to this issue since the Board’s last consideration of this item approximately one year ago. In 2019, the Board action was to proceed under the second option below.

Staff Recommendation

In consultation with District legal counsel, the following are three possible motion options for the Board’s consideration regarding treatment of the Trost/Metro Shooting liability in the 2020 financial report:

OPTION (*liability remote*): That the Board of Managers finds the triggering of the potential contingent future liability to be remote, and therefore not a matter to be disclosed in the 2020 financial report.

OPTION (*liability remote*): That the Board of Managers finds the triggering of the potential contingent future liability to be remote, but nevertheless concludes that it should be referenced in the 2020 financial report as follows, or as modified in the auditor’s judgment:

In settlement agreements approved in 2005, the District committed that when development occurs on two tracts then owned by the Metro Shooting Center and Trost, the application of the District’s wetland rules will not have the result of affording the owner for the Metro Shooting parcel fewer than 100 contiguous upland acres for development, and the owner of the Trost parcel no fewer than 45 such acres. If additional wetland replacement is required to allow for consolidation of the stated acreage, the District will bear the cost of that replacement. The District is unable either to determine at this time the likelihood of this potential future contingent liability, or to estimate the District expense if and when the liability should arise.

MEMORANDUM
Rice Creek Watershed District



OPTION (*liability not remote*): That the Board of Managers finds that it is reasonably possible that one or more events will occur so as to cause the District to incur what is now a potential contingent future liability, and therefore that this liability should be referenced in the 2020 financial report as follows, or as modified in the auditor’s judgment:

In settlement agreements approved in 2005, the District committed that when development occurs on two tracts then owned by the Metro Shooting Center and Trost, the application of the District’s wetland rules will not have the result of affording the owner for the Metro Shooting parcel fewer than 100 contiguous upland acres for development, and the owner of the Trost parcel no fewer than 45 such acres. If additional wetland replacement is required to allow for consolidation of the stated acreage, the District will bear the cost of that replacement. The District is unable at this time to estimate the District expense if and when the liability should arise.

Request for Board Action

Proposed Motion: Manager _____ moves: (one of the three options above)

Attachments

Smith Partners’ 2/4/2021 Memorandum



400 Second Avenue South
Suite 1200
Minneapolis, MN 55401
(612) 344-1400 tel

www.smithpartners.com

MEMORANDUM

TO: Rice Creek Watershed District Board of Managers

FROM: Louis Smith

RE: 2020 Financial Report
Metro Shooting/Trost Settlements

DATE: February 4, 2021

In 2005, the District entered into settlements with Blaine landowners Metro Shooting Center Corp. and John Trost with respect to those parties' claims concerning the District's management of Anoka County Ditch 53-62. Under the settlements, the District made a payment to each landowner and also, subject to certain terms, committed to supply wetland replacement credits if needed for a landowner to create a specified contiguous upland footprint for development.

In late 2015, the District auditor and attorney advised you as to the circumstances under which this contingent liability should be identified in the District's annual financial reports. We supplied a memorandum dated December 2, 2015. In the interest of public accountability, you waived the attorney-client privilege for the memo.

In the memo, we summarized our guidance as follows:

If it is reasonably possible that the District's obligation will result in a liability in the future, then the liability should be disclosed in its financial reports. If the amount of the liability cannot be reasonably estimated, the disclosure should state that an estimate of the liability cannot be made. In making these determinations, the District may be guided by the advice of its engineer, counsel and auditor. When assumed in 2005, the Metro Shooting and Trost liabilities were subject to a number of uncertainties, and that remains the case. It appears that the collective judgment to date has been that the various uncertainties render the triggering of this potential contingent future liability remote, and therefore not a matter that is required to be disclosed in the annual financial report.

At your December 7, 2015 workshop, by majority vote, you concurred in the finding that this contingent liability is remote and therefore not to be disclosed in the annual financial report. At your February 8, 2016 workshop, again by majority vote, you affirmed this finding for the purpose of the 2015 financial report. At the March 9, 2016 workshop, you passed a motion unanimously "to annually review the liability of the Metro Shooting/Trost contingent liability in February of every year and take a formal vote at the Board meeting as to the remoteness of the liability."

For the 2016 financial report, the Board of Managers adopted the following motion on February 22, 2017:

That the Board of Managers finds the triggering of the potential contingent future liability to be remote, but nevertheless concludes that it should be referenced in the 2016 financial report as follows, or as modified in the auditor's judgment:

In settlement agreements approved in 2005, the District committed that when development occurs on two tracts then owned by the Metro Shooting Center and Trost, the application of the District's wetland rules will not have the result of affording the owner for the Metro Shooting parcel fewer than 100 contiguous upland acres for development, and the owner of the Trost parcel no fewer than 45 such acres. If additional wetland replacement is required to allow for consolidation of the stated acreage, the District will bear the cost of that replacement. The District is unable either to determine as this time the likelihood of this potential future contingent liability, or to estimate the District expense if and when the liability should arise.

For the 2017, 2018 and 2019 financial reports, the Board of Managers adopted the same motion on, respectively, February 28, 2018; February 27, 2019; and February 12, 2020.

For the purpose of the 2020 financial report, pursuant to paragraph (5), American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (1999), the District Administrator has asked us to include in our audit opinion letter an opinion as to the remoteness of this potential contingent future liability. For that purpose, we have regularly made inquiry of the District's permit coordinator (Patrick Hughes) and engineer (Chris Otterness) as to any change in circumstances that may cause the liability now to be less remote so as to alter the District's treatment of it in the financial report. Specifically, our inquiry includes:

1. Any facts (including permitting inquiries to the District or City of Blaine) or statements evidencing a specific intent to initiate development of either tract in the foreseeable future.
2. Any change in District Rule F/Minnesota Wetland Conservation Act or U.S. Army Corps of Engineers Section 404 requirements as concerns wetland impact sequencing, calculation of replacement requirements, or replacement credit location.
3. Any new information regarding the hydrology or soils on either tract as would be relevant to the geophysical suitability of a development footprint.
4. Any new regulatory wetland boundary data for either tract, or new field information suggesting a change in the regulatory wetland boundary.
5. Any new Federal Emergency Management Agency/regulatory floodplain affecting either tract.

There have been no changes in the responses from Mr. Hughes and Mr. Otterness with respect to the five areas of inquiry.

Accordingly, our opinion in our audit opinion letter for the 2020 financial report remains the same as for the prior years noted above: When assumed in 2005, the Metro Shooting and Trost liabilities were subject to uncertainty in a number of respects; this remains the case. To date, the collective judgment has been that these elements of uncertainty together render the likelihood that this potential contingent future liability will be realized remote. Our inquiry to the District staff and the District engineer confirm that there has been no specific change in the facts or circumstances relevant to this issue. We have not otherwise received and are not aware of any additional information that would alter this assessment or otherwise suggest a change in circumstances making the realization of the potential liability more likely.

We would be pleased to answer any questions you may have regarding this matter.

c: Nick Tomczik, RCWD Administrator

ITEMS REQUIRING BOARD ACTION

8. RCWD Fund 10 Balance (Nick Tomczik)



MEMORANDUM Rice Creek Watershed District

Date: February 2, 2021
To: RCWD Board of Managers
From: Nick Tomczik, Administrator
Subject: RCWD Fund 10 – General Administration 2020 Balance

Introduction

This agenda item updates the Board on Fund 10 overage and in accordance with the accountant's best practice guidance, recommends a board action to adjust the 2020 Fund 10 budget.

Background

RCWD Fund 10 supports the general administrative activities of the District. The annual budget development process sets a reasonable amount of funds for the coming year based on the past expenditure feedback loop and forecasting requirements.

RCWD staff at the January 11th workshop communicated with the Board that RCWD Fund 10 would likely exceed the 2020 budgeted amount of \$433,956. Staff continually communicate specifically with the District's accountant, Redpath and Company, as well as RCWD Board Treasurer on such matters. Fund 10 contains fund balance that has been sufficient to cover the overage. Redpath and Company advised that use of fund balance was acceptable and recommends as an option that the Board amend the fund budget to reflect the expenditure.

The last known invoices of 2020 have been processed and appropriately assigned to the District's budget. Fund 10, as predicted exceeded its 2020 budget in the amount of \$7,733.57 (subject to yearend close and annual audit). The overrun is attributed to COVID-19 pandemic matters, without which there would be no issue. The COVID-19 pandemic related invoices are assigned to multiple accounts of Fund 10 and so the adjustment would be assigned to the miscellaneous account.

Staff Recommendation

Staff recommends that the Board amend the 2020 Fund 10 budget from \$433,956 to \$441,956.

Proposed Motion

Manager _____ moves to increase the 2020 Fund 10 budget from \$433,956 to \$441,956 and recognize the usage of fund balance in the 2020 Fund 10 miscellaneous account.

ITEMS REQUIRING BOARD ACTION

9. HEI Task Order 2021-003 Hosting, Purchase and Migration to MS4Front (Nick Tomczik)

SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2021-003
Rice Creek Watershed District



Hosting, Purchase and Migration to MS4Front and Permit Database Maintenance

RCWD Administrative Information:

Account No.: 35-05

Account Name: Information Management

Houston Engineering Project No.: R005555-0303

Task Order Purpose:

The project purpose is to migrate the RCWD's permit database to Houston Engineering's MS4Front software platform. The task order includes the purchase of the software and setup and configuring modules in MS4Front for MS4 permit activities, migration of RCWD's cost share program and migration of RCWD's permit program. The task order also provide maintenance and hosting for the current Permit Database web application and Permit Inspection mobile application for the 2021 calendar year or until migration is complete to new MS4Front software platform.

Professional Services Rendered:

HEI intends to provide the following professional services during the completion of this Task Order:

Task 1: Existing Permit Database Hosting: HEI will host the current Permit Database web application and Inspection mobile application on a monthly basis until migration to MS4Front is complete beginning January 1, 2020 and ending when migration is complete for \$100 per month.

HEI will provide technical support and maintenance services for the Permit Database / Dashboard web application and Permit Inspection mobile application as requested by the RCWD. Technical support could include software upgrades, data updates, bug fixes, enhancements, configuration changes or correspondence regarding the applications and data. HEI will only complete revisions, updates, tasks or services as authorized by the RCWD with the exception of routine GIS layer and drainage record updates. The RCWD will supply an email as authorization to provide technical support or fill a maintenance request. HEI can provide a cost estimate to complete the request, if the RCWD requests one. HEI assumes up to 16 hours will be allocated for this task. We recommend limiting the requested technical support only to the extent necessary to continue existing regulatory practices through the calendar year.

Task 2: Purchase of HEI's MS4Front product: Our software platform now allows users to configure as many data modules (aka "Pages") as needed for your organization. Another big enhancement is around a robust field solution. With this version of MS4Front it now integrates with your ESRI ArcGIS online account and allows you to leverage ESRI's Collector and Survey 123 mobile apps for a complete end to end solution. MS4Front is sold as a Software as a Service (SaaS) subscription by organizational license. The cost of the first year of the subscription is

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January 26, 2021

Task Order 2021-003
Checked by: CCO

SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2021-003
Rice Creek Watershed District



Hosting, Purchase and Migration to MS4Front and Permit Database Maintenance

\$10,000 and the costs annually starting on the second year is \$6,000. The MS4Front subscription agreement is incorporated as Attachment B to this agreement.

Task 3: Implementation of MS4Front for tracking BMP's required under the RCWD's MS4 permit. HEI will start with a planning meeting with RCWD staff involved in the BMP inventory for the new MS4 permit. After this meeting, HEI will work with district staff to outline the most efficient way to collect the data outside of MS4Front. This likely includes GIS file geodatabase that can be imported into the appropriate spot after MS4Front is fully configured. Finally, this task will involve writing a data migration script to import the BMP data into MS4Front for final storage.

Task 4: Migration of the existing permit database to MS4Front. HEI will facilitate meetings with RCWD permit staff to configure MS4Front with a data module to support the permit program workflows. HEI will configure the initial pages, sections and forms in MS4Front. HEI will also configure and setup mobile inspection forms to be used with ESRI's software. HEI will also configure similar searches and reports that exist in the current permit database. Then RCWD staff will be responsible for reviewing and signing off on the configuration. HEI assumes the permit program will match the existing database except for adding a BMPs section to the data module. Finally, this task involves migrating the existing database to the new MS4Front configuration.

Task 5: Implementation of MS4Front for cost-share grant programs: HEI will facilitate meetings with RCWD cost-share grant staff to configure MS4Front with a data module to support the cost-share grant program workflows. HEI will configure the initial pages, sections and forms in MS4Front. HEI will also configure and setup mobile inspection forms to be used with ESRI's software. HEI will also configure similar searches and reports that exist in the current database. Then RCWD staff will be responsible for reviewing and signing off on the configuration. HEI assumes the permit program will match the existing database except for adding a BMPs section to the data module. Finally, this task involves migrating the existing database data to the new MS4Front configuration.

Task 6: Permit Viewer reconfiguration: HEI will configure a new version of a Permit GIS viewer using data from MS4Front synced to RCWD's ArcGIS online organizational account. GIS viewer will be configured using a ArcGIS online web application builder web app. The goal is to replicate the same functionality and data contained in the current GIS viewer.

Task 7: RCWD staff training: HEI will conduct three web-based training sessions for RCWD staff on MS4Front data modules. One session will be focused for permit staff, one session for grant staff and one session for administrators within MS4Front.

Procedure for Requesting Maintenance

The procedure for making permit database web application maintenance request and completing it will follow these steps.

- 1) RCWD staff (Patrick Hughes with approval from Nick Tomczik) will email Brian Fischer (bfischer@houstoneng.com) and carbon copy Chris Otterness (cotterness@houstoneng.com) requesting completion of the work. The email shall include

SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2021-003
Rice Creek Watershed District



Hosting, Purchase and Migration to MS4Front and Permit Database Maintenance

a request for a quote for the work if desired by the RCWD. The email should include requesting a read receipt to ensure it is received by Brian Fischer.

- 2) Brian will respond within one business day that he received the request and start to coordinate with a HEI programmer to evaluate the request.
- 3) Alternatively, if Brian is out of the office, Chris Otterness will respond within two business days of receiving the request.
- 4) If both Brian and Chris are unavailable due to vacation or illness, the first one to be back in the office will respond indicating that the request was received.
- 5) HEI will determine the technical feasibility of completing the request based on the web hosting environment and current programming of the application. If the request is not feasible or will require more than 4 hours of time to complete, then the RCWD will be notified.
- 6) If the request is feasible and causing an issue with the website being down or a feature not functioning properly, HEI will strive to complete the request within two business days after evaluation.
- 7) If the request is feasible and a feature enhancement or issue that is not affecting the website from running properly, then the HEI will strive to address the request within 6 business days.

Deliverables:

The deliverables for the Task Order consist of an application maintenance and support requests completed as requested. The other deliverable consists of hosting the web applications in accordance the "Warranties and Maintenance" portion of this Task Order.

Warranties and Maintenance:

HEI makes no warranties of merchantability or fitness for a particular purpose or any other warranties or guaranties whatsoever, expressed or implied, with respect to any service performed or any materials provided under this Task Order. In addition, and without limitation, HEI does not guarantee the website application and source code is free from programming bugs or irregularities or that the service performed or materials provided are free of claims of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like.

While HEI will make every reasonable effort to protect and backup data for the RCWD on a regular basis, Engineer is not responsible for Client's files residing on HEI's server. The RCWD is solely responsible for independent backup of data stored on HEI's server and network. If HEI

SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2021-003
Rice Creek Watershed District



Hosting, Purchase and Migration to MS4Front and Permit Database Maintenance

needs and is able to restore client's files due to a file lost HEI is not responsible for, HEI may charge an additional fee for this service.

Use of illegal or copyright material on any web page or other distribution mechanism used in conjunction with these applications by the RCWD, can result in termination of this Task Order. Illegal material is defined as any material not permitted under United States local, state or federal laws. If "illegal material" was submitted by a client of the RCWD without RCWD's knowledge, this Task Order can remain in effect if the RCWD removes the "illegal material."

Any use of Houston Engineering's systems that disrupts the normal use of the system for other Houston Engineering Inc. customers is considered to be abuse of Houston Engineering Inc. services and is grounds for termination of this Task Order. Some examples of abuse include spawning dozens of processes, consuming large amounts of memory or CPU cycles for long periods of time, attempting to access other account areas of other HEI Clients, or conducting provocative activities such as mass emailing, which may result in retaliatory actions against Houston Engineering Inc. systems.

Schedule and Compensation:

HEI will perform the professional services identified above on a time and materials basis up to the not-to-exceed amount of **\$30,200**. HEI will notify the RCWD, should this amount be exceeded, for authorization to proceed. Services will be performed as requested from January 1, 2021 thru December 31, 2021. These services will be billed on a time and materials basis per the standard rates described by the latest contract amendment. RCWD will only be charged for actual time worked up to the not-to-exceed amount.

In addition to these services, HEI will provide web hosting for a monthly fee of \$100 per month for 9 months (totaling **\$900**) and the first year annual subscription of the MS4Front software product for **\$10,000**.

A breakdown of the estimated costs is provided in Attachment A.

Assumptions:

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January 26, 2021

Task Order 2021-003
Checked by: CCO

SCOPE OF SERVICES



HoustonEngineering Inc.

Task Order No. 2021-003
Rice Creek Watershed District



Hosting, Purchase and Migration to MS4Front and Permit Database Maintenance

The estimated compensation for the execution of the tasks identified within the “Professional Services Rendered” section of this Task Order is based upon the following assumptions:

1. RCWD will provide clear explanation and markups of the service requests.
2. RCWD will maintain a subscription to ESRI’s ArcGIS online and provide access to HEI developers. RCWD will be responsible for an ArcGIS online user subscription for each field staff that needs access to mobile apps. RCWD will be responsible for all field equipment such as smart phones and tablet devices.
3. HEI staff will strive to respond within two business days, but there may be times when both Brian and Chris are out of the office for more than two business days.
4. HEI will add content to the maximum extent possible as part of the normal workflow process as District Engineer as part of project-specific costs.

SCOPE OF SERVICES



**Task Order No. 2021-003
Rice Creek Watershed District**



Hosting, Purchase and Migration to MS4Front and Permit Database Maintenance

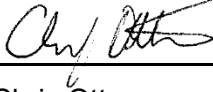
SIGNATURES:

The services described by this Task Order are being provided in accordance with the Professional Services Agreement between the Rice Creek Watershed District and Houston Engineering dated May 14, 2008, as amended and extended. This **Task Order** shall be effective **January 1, 2021** as authorized by the signatures of representatives of the Rice Creek Watershed District and Houston Engineering, Inc.

Rice Creek Watershed District

By: _____
Name: Patricia Preiner
Title: President
Date: _____

Houston Engineering, Inc.

By: 
Name: Chris Otterness
Title: District Engineer
Date: January 29, 2021

Attachment A
ESTIMATED BUDGET
Task Order 2021-003 Permit DB Maint and Migration to MS4Front

Date Prepared: 1/28/2021
 Date Revised:
 Prepared by: Brian F.
 Checked by: Chris O.

Total Estimated Labor \$30,174
Total Estimated Expenses \$10,900
Total Estimated Fee \$41,074

TASK DESCRIPTION	Sr. GIS Project Manager	Software Engineer II	Project Manager	GIS Analyst I	Total	
	Brian F.	Joe J.	Chris O.	Tom W.	Hours	Dollars
Project Name	56	170	4	0	230	\$30,174
Task 1: Current Permit Database maintenance	2	14	0	0	16	\$1,980
Request for Troubleshooting and small changes	2	14				
Note: Task 2 is purchase of MS4Front subscription. Cost is shown below as an expense.						
Task 3: BMP inventory workflows and migration	8	30	2	0	40	\$5,232
Meetings	3	3	2			
Review data collection templates	3	3				
Import BMP inventories back into MS4Front	2	24				
Task 4: Permit Program MS4Front Configuration	18	80	2	0	100	\$12,792
Meeting to discuss any possible changes to permit forms	4	4	2			
MS4Front page configuration and mobile configuration	8	24				
Report and Advance Search Configuration	4	20				
Permit Data Migration	2	32				
Task 5: Cost-share Grant Program MS4Front Configuration	8	42	0	0	50	\$6,282
Meeting to discuss any possible changes to project file / grant forms	2	2				
MS4Front page configuration and mobile configuration	2	16				
Report Configuration	2	8				
Permit Data Migration	2	16				
Task 6: Configure Permit GIS Viewer in AGOL	12	4	0	0	16	\$2,520
Configure Permit GIS viewer with MS4Front data	12	4				
Task 7: Training for RCWD staff	8	0	0	0	8	\$1,368

Total Estimated Labor	\$30,174
Total Estimated Web Hosting Expenses (assume 9 months for current permit database)	\$900
Task 2: MS4Front Subscription (1st Year)	\$10,000
Total Estimated Cost	\$41,074

ATTACHMENT B - MS4FRONT SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") for use of the software service as described herein ("Service") is made between Houston Engineering, Inc. ("Provider") and the single business entity or organization identified as "Subscriber" in Schedule A hereto. In consideration of the payment by the Subscriber to Provider of the charges specified in Schedule B to this Agreement, Provider grants to the Subscriber a nonexclusive, worldwide access and use the Service in accordance with the following terms and conditions:

1. The Service.

(1) Provider shall provide to the Subscriber access to the MS4Front software product for MS4 permit compliance (the "Service"). The Specifications for the Service are provided in Schedule A hereto, which is incorporated by reference. Provider agrees that the Service will meet service level standards (SLAs) provided in Schedule A hereto, which is incorporated by reference.

(2) Provider shall promptly report to Subscriber any malfunctions in the System discovered by Provider or any cause for interruption or delay in the Services, together with Provider's proposed solution.

2. Term and Termination.

(1) Subject to the cancellation provisions set forth below, the minimum term for which the Service shall be provided to the Subscriber under this Agreement shall be twelve (12) months, commencing on start-up of the Service and satisfactory completion of reasonable testing and acceptance procedures for the Software and the Service in a "live" environment, as indicated by notice to be provided by Subscriber to Provider (the "Commencement Date"). The Service shall be subject to annual renewal, and payment to Provider and shall be renewed unless otherwise cancelled on or before the one year anniversary from the Commencement Date or any renewal date.

(2) Either party may cancel the Service after the expiration of the applicable minimum term. If Subscriber chooses to cancel the Service, they will provide ninety (90) days written notice and forfeit the remaining annual subscription fee for that year if applicable. If Provider chooses to cancel the Service they will provide the Subscriber one (1) year written notice.

(3) The Service may be cancelled at any time in the event that: (a) the Subscriber fails to pay the charges specified in Schedule B in accordance with Section 3, except as a result of a bona fide billing dispute, and such nonpayment is not cured within fifteen (15) days after Provider notifies the Subscriber of the nonpayment (it being understood that cancellation for such cause is solely Provider's option); or (b) either party is in material breach of this Agreement, and the breach is not cured within thirty (30) days after the non-breaching party notifies the breaching party of the breach (it being understood that cancellation for such cause is solely the non-breaching party's option).

(4) Except as expressly provided in this Agreement, any cancellation of the Service or termination of this Agreement shall not affect any accrued remedies or liabilities of either party and shall not affect or impair any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that cancellation or termination.

(5) In connection with any cancellation or termination of the Service, Provider will return or destroy all reports, files and data supplied to Provider by the Subscriber within 15 days after cancellation or termination. Provider will provide, at

Subscriber's cost, such assistance as Subscriber may reasonably request in order to accomplish a transition to another service provider, if applicable. If necessary, for Subscriber to meet legal and business requirements for the safekeeping and/or lookup of historical information, Provider shall permit Subscriber to retain a backup copy of the Service and/or employ a limited version of the Service, without charge.

3. Charges for Service.

(1) In return for the Service provided by Provider, the Subscriber agrees to pay the charges specified in Schedule B. The Subscriber may elect to add additional modules to the software at an additional fee to the subscriber.

(2) The charges set forth on Schedule B include API maintenance charges (if applicable), support (as described in the Schedule), and use of the number of browser-based user interfaces indicated in Schedule B.

(3) Subscriber is responsible for maintaining its own access to the Internet so as to access the Service, which is web-based.

(4) Subscriber shall also be responsible for payment of any and all sales, value added, use and other similar taxes or charges levied by any governmental, statutory, or regulatory authority in connection with Provider providing the Service under this Agreement. Provider agrees to consult with Subscriber before charging for any such taxes, and the parties will cooperate with each other to determine the amounts due and avoid the payment of taxes not legally required.

(5) The Subscriber shall pay to Provider, upon demand, interest accruing daily from the date an invoice becomes past due to the date of actual payment on any undisputed amounts which are thirty (30) days or more overdue under this Agreement at the rate of three per cent (3%) per annum.

4. Installation, Equipment and Support.

(1) The Subscriber shall promptly provide Provider with all information necessary for the configuration information necessary to provide the Service and will cooperate to facilitate prompt setup.

(2) As part of the Service, Provider shall provide to the Subscriber support for the Service during normal business hours (Central U.S. Time). Provider shall provide such support during Provider's normal business hours in accordance with the terms of the Schedule B.

5. Provider Software.

(1) Subscriber agrees that all software and related users' guides and documentation provided by Provider (collectively, the "Provider Software"), including all copies of the Provider Software, and all copyright and all other intellectual property rights in or relating to the Provider Software are and shall, as between the parties to this Agreement, remain the property of Provider. The Subscriber, acting itself and with its contractors and consultants, may use the Provider Software only in the ordinary course of its internal business and only on equipment that meets all the technical specifications provided in writing by Provider prior to execution of this Agreement.

(2) The Subscriber may not copy sell, transfer, rent, share, reverse engineer, decompile, copy, duplicate or translate into any language the Provider Software, or use the Provider Software or the Service to operate a service bureau for other users, except that the Subscriber may make copies of the Provider Software as necessary for Subscriber to have access to and use of the Service in accordance with this Agreement or for backup, test, training or development purposes. The Subscriber shall ensure that all copies of all or any part of the

Provider Software include all Provider's and its licensors' (if any) copyright and other proprietary rights notices.

(3) The Subscriber shall not modify any part of the Provider Software nor in any way make available to or provide copies of the whole or any part of the Provider Software to any third party.

(4) The Subscriber shall notify Provider promptly upon any unauthorized disclosure, use or copying of the Provider Software of which the Subscriber becomes aware.

6. Access to Service and Rights to Data.

(1) The Subscriber shall not permit anyone other than its employees (and any contractors or consultants who are responsible for supporting the Subscriber's relevant business operations) to use the Service, and agrees that the Service will be used only in accordance with the operating instructions and procedures established by Provider and provided from time to time by Provider to the Subscriber.

(2) Data and data compilations provided by Provider (except for data in the form supplied by the Subscriber or any data compilations including such data, which are and shall remain Subscriber's sole property) (collectively, the "Service Data"), and all database, copyright and other intellectual property rights in the Service Data, shall remain the property of Provider or its licensors, and no disclosure, reuse, extraction, re-transmission or storage of any of the Service Data shall be made except as necessary for use of the Service by the Subscriber hereunder or otherwise expressly permitted in writing by Provider. The Subscriber shall not gain or be entitled to assert any rights over the Service Data by virtue of the use or transmission of the Service Data on or through the Service. Subscriber shall ensure that the Service Data shall be kept confidential.

(3) Data cross references supplied by Provider or its licensors shall only be used with the Service and shall not be used for any other purpose.

7. Limitation of Liability.

(1) Provider will not be liable for the consequences of any decision taken by the Subscriber based on the Service Data or for any loss or damage that is, in whole or part, attributable to the Subscriber's failure to comply with this Agreement including, without limitation, Subscriber's obligations set out in Section 6.

(2) PROVIDER WARRANTS THAT THE SOFTWARE AND SERVICE WILL MEET ITS SPECIFICATIONS AND THAT THE SERVICE WILL BE PROVIDED IN A COMMERCIALY REASONABLE FASHION IN ACCORDANCE WITH INDUSTRY STANDARDS. ALTHOUGH PROVIDER WILL ENDEAVOR TO ENSURE THAT THE SERVICE DATA ACCURATELY REFLECTS INFORMATION AND DATA SUPPLIED TO IT BY THIRD PARTIES OR BY THE SUBSCRIBER, PROVIDER DOES NOT WARRANT THAT THE SERVICE DATA IS ACCURATE OR COMPLETE. IF PROVIDER DISCOVERS OR IS NOTIFIED OF ANY ERROR OR DEFICIENCY IN THE SERVICE DATA, PROVIDER WILL NOTIFY THE SUBSCRIBER AND TAKE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE SAME.

(3) PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY INACCURACY, ERROR OR OMISSION IN THE SERVICE DATA, HOWEVER THEY ARISE, UNLESS RESULTING FROM PROVIDER'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY USE OR RELIANCE PLACED ON THE SERVICE DATA OR THE SERVICE.

(4) Provider will not be liable for any fault, delay or interruption to the Service or for any loss or damage that is in any way attributable to any data, information, equipment or software not supplied directly or indirectly by Provider or to any circumstances outside its control. The Subscriber will indemnify Provider against all losses, claims, expenses, costs, liability and

damages suffered or incurred by Provider in connection with: any claim or action by any client of the Subscriber or by any third party who has access to the Service or any information from or about the Service via the Subscriber; any claim or action which arises in connection with the Subscriber's failure or delay in complying with its obligations under this Agreement; and any claim or action by any counterparty or other person with whom the Subscriber has done business or is considering doing business; any act or omission of the Subscriber's including, without limitation, any decision to do or not to do business with that person, except in each case to the extent resulting from Provider's negligence or willful misconduct.

(5) In no circumstances whatsoever will either party be liable for any indirect, incidental or consequential loss or damage or for any loss of profits, loss of goodwill, loss of opportunity, or loss or spoiling of data, even if such party was advised of or knew of the likelihood of that loss or type of loss arising.

(6) The express terms of this Agreement are in lieu of all other warranties, conditions, terms and undertakings implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded and disclaimed to the fullest extent permitted by law.

(7) This Section 7 governs Provider's liability in respect of the Service, whether arising in tort (including negligence and willful misconduct), under these terms and conditions, this Agreement, the terms of any Service Level Agreement relating to the Service, any other agreement or document relating to the Service, or in any other way.

(8) Nothing in this Section 7 shall relieve Provider of liability for direct damages caused by the negligence or willful misconduct of Provider or Provider's violation of applicable law.

8. Confidentiality, Privacy and Security

(1) Except as otherwise expressly provided in this Agreement, Provider and Subscriber each agrees that (a) all information communicated to it by the other and reasonably known to be or identified as confidential, whether before or after the date hereof, (b) all other information reasonably known to be or identified as confidential to which it has access in connection with the Services, whether before or after the date hereof, and (c) technical specifications, nonstandard price and payment terms, or performance requirements applicable to the Services which are designated as confidential information of one party or the other, will be and will be deemed to have been received in confidence and will be used only for purposes of each party's (i) carrying out the terms of this Agreement, (ii) in Subscriber's case, using, managing, maintaining or replacing the System as its internal needs dictate, and (iii) as otherwise permitted by the Agreement.

(2) Each of Provider and Subscriber agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the unauthorized use or disclosure and to protect the confidentiality thereof. Except as otherwise permitted by the Agreement, no such information will be disclosed by the recipient party without the prior written consent of the other party; provided, however, that each party may disclose the other party's confidential information to those of the recipient party's employees, contractors, agents, attorneys, auditors, and insurers (if applicable) who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party. The recipient party takes reasonable steps to require such individuals and entities to be bound by confidentiality obligations no less restrictive than those required hereunder.

(3) The foregoing will not prevent either party from disclosing information that (i) belongs to such party or is already known by the recipient party, free of any other confidentiality obligation (i.e., separate from the confidentiality obligation herein) directly or indirectly owed to the disclosing party, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party who is not

subject to any obligation of confidentiality directly or indirectly owed to the disclosing party, (iv) is independently developed without use of the other party's confidential information, or (v) is approved for unrestricted release by the disclosing party. If confidential information is required to be disclosed pursuant to a requirement of law (e.g., any applicable Freedom of Information or Public Records Act) or by lawful demand or order of a governmental authority, such confidential information may be disclosed pursuant to such requirement so long as the party required to disclose the confidential information, to the extent possible, provides the other party with timely prior notice of such requirement and coordinates with such other party in an effort to limit the nature and scope of such required disclosure, provided, however, that in the event of a tax audit or regulatory investigation, notice of a disclosure requirement in connection therewith will not be given, and the parties will use commercially reasonable efforts to ensure that any confidential information that is subject to a valid request for delivery of a copy of such information (including a copy of this Agreement) to the applicable government authority is not subject to further disclosure by it (such as by marking such information as a trade secret).

(4) Provider shall exercise reasonable care for the protection of personally identifiable information included in Subscriber's data processed by or stored by Provider pursuant to the Service and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is compromised, released, lost or destroyed, or there is any unauthorized intrusion into systems operated by Provider adversely affecting Subscriber data, then Provider shall notify Subscriber within 48 hours after Provider's discovery thereof and use commercially reasonable efforts to correct the matter.

(5) During the Term of this Agreement, both parties agree to comply with privacy laws directly applicable to their respective businesses. To the extent Subscriber is required by law to do so with respect to Subscriber data that is provided to Provider to perform the Services, Provider shall implement appropriate security measures, policies and procedures that are designed to meet applicable privacy laws.

9. Indemnification and Insurance

(1) Provider and Subscriber each will be responsible for any and all third party claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively, "Losses") to their respective tangible personal or real property or for personal bodily injury to its employees and agents except to the extent that such Losses result from the negligence or willful misconduct of the other party, its agents or employees.

(2) Provider and Subscriber each agrees to defend, indemnify and hold harmless the other party against any third party Losses to the extent that such action is based upon a claim that the systems, facilities or resources, including confidential information, provided by the indemnitor: (i) infringes a copyright recognized under United States statute, (ii) infringes a patent granted under United States law, (iii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, or (iv) conflicts with or violates any contract limitation to which the indemnifying party is a party or otherwise subject. The indemnitor will bear the expense of such defense and pay any Losses that are attributable to such claim finally awarded by a court of competent jurisdiction at indemnitee's cost and expense.

10. Miscellaneous.

(1) This Agreement, including the Schedules attached hereto, constitutes the entire agreement of the parties on the subject matter of this Agreement, and supersedes all prior agreements and all oral or collateral representations, agreements and understandings between Provider and the Subscriber relating to that subject matter.

(2) Except as expressly provided in this Agreement, this Agreement may not be amended, waived or varied other than by an agreement in writing signed on behalf of both Provider and the Subscriber.

(3) Without the other party's prior written consent, neither party may assign, sublicense, transfer or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement except to its present and future subsidiaries and affiliates and any successors to all or substantially all of its or their business. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding on, each party's respective successors and assigns.

(4) Notices under this Agreement shall be considered to have been duly given when delivered by hand, or two days after being mailed by first class, prepaid post, to Provider at 6901 East Fish Lake Road, Suite 140, Maple Grove, MN 55369-5400 or to the Subscriber at its address specified in Schedule A. Such addressees may be changed by notice given as provided in this Subsection (4).

(5) Failure by either party to enforce any term of this Agreement shall not be construed as a waiver.

(6) The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

(7) Neither party shall be liable to the other for any delay or nonperformance of its obligations under this Agreement arising from any cause beyond its reasonable control. The party who so delays or fails to perform shall promptly notify the other party in writing of the cause and the likely duration of the cause.

(8) This Agreement is governed by and shall be construed in accordance with the laws of the United States and the State of North Dakota as it applies to a contract made and performed solely in such jurisdiction. Any dispute related to, or arising from, these terms or this Agreement shall be resolved by single-member arbitration in accordance with the AAA Commercial Rules of Arbitration, with such arbitration occurring in Fargo, North Dakota.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal.

Subscriber:
Rice Creek Watershed District

Provider:
HOUSTON ENGINEERING, INC

By: _____
AUTHORIZED REPRESENTATIVE

By: _____
AUTHORIZED REPRESENTATIVE

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

SUBSCRIBER (Name; Address; Primary Phone #):

Rice Creek Watershed District
4325 Pheasant Ridge Dr. NE, #611
Blaine, MN 55449

Subscribers Authorized Contact: Nick Tomczik, ntomczik@ricecreek.org, 763-398-3079

SOFTWARE AS A SERVICE (SaaS):

The Service is Provider's MS4Front software. See: www.ms4front.com. The MS4Front system is hosted on cloud servers and is accessible on a password-protected website via a web browser and standard internet connection. The service provides access to the software to the subscriber's organization with unlimited users for that organization. The service may not be shared with other individuals from other organizations under this agreement unless those individuals are contracted for services by the organization.

Software

Features include:

- Access to and entry of information via web-based interface
- Multiple users can simultaneously access the program
- Allows users account administrator the ability to control user permissions (i.e., full access, read only, or no access)
- Configurable pages and form fields to implement data management tracking for stormwater and water quality programs
- Web-based GIS mapping viewer
- Importing of existing databases in the provided template format in Microsoft Excel
- Exporting of MS4Front databases in Microsoft Excel format
- Ability to export data to commercially available formats
- Store photos of database records, screenings, inspections and maintenance actions

SOFTWARE SPECIFICATIONS:

MS4Front is a web-based application that requires a modern web browser to access. The software is designed for use on a personal computer web browser with a minimum resolution of 1024x768.

Supported Desktop Browsers:

- Internet Explorer version 11+
- Mozilla Firefox
- Google Chrome
- Apple Safari

Mobile Support:

MS4Front integrates with ESRI's ArcGIS Online and Field collection mobile apps to provide a field solution for workflows such as inspections.

Application Hosting:

MS4Front is a hosted solution. We strive for 100% uptime, but no guarantee can be made about uptime due to circumstance out of our control such as power outages. MS4Front makes every reasonable attempt to back up Subscriber's data on a nightly basis but does not retain every night's backup for the life of the Service. Provider should make a reasonable attempt to export their data from time to time for a backup copy at Providers location.

Data Storage:

This subscription includes a 100GB storage limit for photos, attachments and videos for the account. Additional storage may be purchased if needed at a cost of \$100/year for additional 100GB blocks.

Software Security:

MS4Front is secured with SSL encryption.

Subscriber's Responsibilities

- Equipment (computers, monitors, smartphones, tablets, etc.)
- Internet access
- All data entry and management

SCHEDULE B

SaaS PRICING

Initial Account Creation and Set-up:

Provided under separate professional services agreement.

First Year Software as a Service Subscription Fee for MS4Front:

\$10,000

- Includes unlimited subscriber user accounts for staff of subscriber's organization
- All support requests must go through Subscribers authorized contacts

Annual Subscription Fee (starting on the renewal date of the 2nd year):

\$6,000

- Includes unlimited subscriber user accounts for staff of subscriber's organization
- All support requests must go through Subscribers authorized contact

3rd Party Licensing Requirements

- MS4Front can integrate with ESRI's mobile data collection apps. Subscriber is responsible to provide appropriate licenses for their users to ESRI's mobile data collection apps, specifically Collector and Survey 123. Costs to integrate with ESRI's mobile data collection apps is included in initial setup and annual subscription fees.

Pricing Assumptions

- The provider reserves the right to increase annual subscription fees if additional modules are implemented in the future. Provider will provide 12 months' notice to subscriber of intent to increase any subscription fees.
- The provider reserves the right to increase annual subscription fees based on standard inflation rates and cloud server costs. Provider will provide 12 months' notice to subscriber of intent to increase any subscription fees.

ITEMS REQUIRING BOARD ACTION

10. Check Register Dated February 10, 2021, in the Amount of \$84,311.31 Prepared by Redpath and Company

Rice Creek Watershed District
Check Register
January 28, 2021 - February 10, 2021
To Be Approved at the February 10, 2021 Board Meeting

Check #	Date	Payee	Description	Amount
23937	02/10/21	Anoka Conservation District	Contracted Services	\$21,174.75
23938	02/10/21	Apitz Garage, Inc.	Contracted Services	2,332.70
23939	02/10/21	City of White Bear Lake		701.58
23940	02/10/21	Comcast	Telecommunications	402.29
23941	02/10/21	MN Association of Watershed Districts	Dues & Memberships	7,500.00
23942	02/10/21	Merjent, Inc.	Permit Fee Refund	250.00
23943	02/10/21	Ramsey County		5,420.28
23944	02/10/21	U.S. Bank Equipment Finance, Inc.	Equipment Lease	249.98
23945	02/10/21	Washington Conservation District	Contracted Services	2,731.00
11201	02/10/21	Carl Buechler	Surety Release - #98-116 (re-issue)	1,000.00
Dir.Dep.	02/15/21	Feb 15th Direct Deposits	Feb 15th Direct Deposits (estimate)	25,046.53
EFT	02/01/21	Card Services	December/January Credit Card	602.16
EFT	02/10/21	Xcel Energy	Telecommunications	11.32
EFT	02/10/21	Xcel Energy	Telecommunications	12.16
EFT	02/15/21	Internal Revenue Service	02/15 Federal Withholding	8,989.75
EFT	02/15/21	Minnesota Revenue	02/15 State Withholding	1,580.00
EFT	02/15/21	Empower Retirement	02/15 Deferred Compensation	910.00
EFT	02/15/21	Empower Retirement	02/15 Roth IRA	337.15
EFT	02/15/21	PERA (estimate)	02/15 PERA	5,059.66
Total				<u><u>\$84,311.31</u></u>

ITEMS FOR DISCUSSION AND INFORMATION

1. District Engineer Update and Timeline



District Engineer - Monthly Project Report January 2021 Rice Creek Watershed District



Date Prepared:
Prepared by:

5-Jan-21
M. Sikkink & C. Otterness

Project Name	Task Order Manager	Estimated Budget	Cost to Date	Remaining Budget	Project Complete / Transfer Funds?	Estimated Progress Based on Work Completed	Percentage of Budget Utilized	Within Budget? (Y/N)	District Billed for Exceedence of Budget? (Y/N)	Initial Target Completion Date	Revised Target Completion Date	Items of Interest / Concern
2021 Stormwater Management Grant Program Application Review	Kate MacDonald	\$7,000	\$4,914	\$2,086	Y	100.0%	70.2%	Y	N/A	1-Feb-21	N/A	We completed our reiev of the SMG Program applications.
Comprehensive Wetland Protection and Management Plans Annual Reporting - 2019	Emmy Baskerville	\$17,150	\$12,061	\$5,089	N	95.0%	70.3%	Y	N/A	31-Dec-20	N/A	HEI has completed the draft annual report, which is being reviewed by District staff.
Comprehensive Wetland Protection and Management Plans Annual Reporting - 2020	Emmy Baskerville	\$15,500	\$0	\$15,500	N	0.0%	0.0%	Y	N/A	1-May-21	N/A	We are beginning to prepare the 2020 annual report
Anoka County Boundary Petition Assistance	Chris Otterness	\$9,000	\$0	\$9,000	N	0.0%	0.0%	Y	N/A	1-Aug-21	N/A	This task order is intended to provide assistance in petitioning BWSR for changed to the District Boundary within Anoka County.
Anoka Washington Judicial Ditch 3 Main Trunk and Branch 3 Repair, Design, and	Garrett Monson	\$224,000	\$218,671	\$5,329	N	97.0%	97.6%	Y	N/A	2-Jul-21	N/A	Excavation of the channel and culvert installation is complete. Construction has suspended for the winter and will resume next
JD 5 Repair Report	Garrett Monson	\$19,100	\$13,872	\$5,228	Y	100.0%	72.6%	Y	N/A	28-Feb-20	N/A	HEI has compelted the repair report. The District will be initiating maintenance activities consistent with the repair report in 2021.
Ramsey County Hydrologic and Legal Boundary Review	Chris Otterness	\$35,000	\$7,503	\$27,497	N	20.0%	21.4%	Y	N/A	1-Jun-21	N/A	We have completed evaluation of the hydrologic boundary of the District in Ramsey County. Next steps include quality assurance
Ramsey/Washington JD 1 Historical Review & Technical Information for Public Drainage	Garrett Monson	\$24,500	\$23,250	\$1,250	N	85.0%	94.9%	Y	N/A	31-Dec-20	N/A	A draft engineer's report has been prepared for District staff review.
Review of Pipeline Conflicts with the Public Drainage System	Chris Otterness	\$10,700	\$11,090	(\$390)	N	98.0%	103.6%	Y	N/A	31-Dec-20	N/A	GIS data and a draft memo have been assemble for District staff review.
Anoka County Ditch 10-22-32 Investigation of As-Constructed and Subsequent	Chris Otterness	\$17,000	\$10,122	\$6,878	N	60.0%	59.5%	Y	N/A	31-Jan-21	N/A	The engineer's report on the ACSIC has been completed and will be presented to the Board at the February workshop. Next steps
New Brighton/St. Anthony/Roseville Basic Water Management Project - Phase 3	Joe Lewis	\$25,825	\$13,934	\$11,891	N	50.0%	54.0%	Y	N/A	31-Aug-20	N/A	HEI has developed a draft project implementation timeline and categorization of benefits, which have been reviewed by District
ACD 53-62 MT Repair Report	Garrett Monson	\$48,400	\$39,250	\$9,150	N	80.0%	81.1%	Y	N/A	30-Jun-20	N/A	Repair report is completed. A public information meeting can be scheduled once a preliminary charges are determined.
Anoka County Ditch 53-62 Water Management District Charge Development and Municipal Partner Coordination	Chris Otterness	\$20,500	\$10,531	\$9,969	N	45.0%	51.4%	Y	N/A	1-Jun-21	N/A	We have developed proposed charges in the Water Management District (WMD) for internal review.
JD 2 Branch 1 & 2 Repair Design, Staking, and Construction Management	Garrett Monson	\$43,700	\$8,537	\$35,163	N	90.0%	19.5%	Y	N/A	31-Dec-18	N/A	RCWD has completed amphibious excavation in wet areas of Branch 1 and 2. Remaining work includes tree removal on Branch 2 and excavation south of CSAH 8.
DNR/FEMA Modeling Updates	Bret Zimmerman	\$242,960	\$262,910	(\$19,950)	N	98.0%	108.2%	N	N	31-Dec-20	N/A	HEI has received comments from the DNR on the models and is finalizing the models.

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

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



**District Engineer
Monthly Progress Report (Actual & Estimated Progress)
Through January 2021**

