BOARD OF DIRECTORS MEETING AGENDA
7:00 PM February 28, 2018
Vadnais Heights City Hall, Council Chambers; 800 County Road E, East, Vadnais Heights

I. Call to Order, Chair, Dan Jones

II. Approval of Agenda

III. Approval of Minutes from December 13, 2017

IV. Visitors and Presentations
   A. PUBLIC MEETING: Spring maintenance work on targeted areas of Lambert Creek – Brian & Scott Miller, Institution Community Work Crew

V. Business
   A. Election of Officers and appointments
   B. Lambert Creek
      1. Engineering study update – Brian & Tyler
   C. Community Blue grant – Water Heroes, Nick
   D. Birch Lake project – 4th & Otter Lk. Treatment system - Kristine
      1. Clean Water grant agreement with BWSR
      2. Consideration of agreement with Barr Eng. -
   E. Pilot Watershed based funding priorities. -Stephanie
   F. Consideration of Administrator annual review – Dan

VI. Consent Agenda
   A. Contract for laboratory analysis for 2018
   B. Continuing contract with Ramsey County GIS User group
   C. Continuing contract with Ramsey Conservation District
   D. Designation of Legal publication, legal counsel, and 2018 meeting dates

VII. Operations and Administration - Reports
   A. TEC Report and Financial – February – Mark Graham/Stephanie
   B. Education events
   C. Project updates
      1. Whitaker Wetlands - Brian
      2. Sucker Channel restoration - Kris
      3. Goose Lake and Oak Knoll pond study - Kris

VIII. Discussion
   A. “Water Matters” workshop / presentations at Board
   B. Agenda – Jones

IX. Administration Communication – Annual Report; audit; 2019 budget

XI. Adjourn

Next regular meeting: April 25th
MINUTES OF THE BOARD OF DIRECTORS  
December 13, 2017

Attendance

<table>
<thead>
<tr>
<th>Present</th>
<th>Absent</th>
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<tr>
<td>Dan Jones, Chair</td>
<td>City of White Bear Lake</td>
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<td>Jim Lindner, Vice Chair</td>
<td>City of Gem Lake</td>
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<td>Rob Rafferty, Secretary-Treasurer</td>
<td>City of Lino Lakes</td>
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<td>Ed Prudhon</td>
<td>White Bear Township</td>
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<td>Rick Kingston - alternate</td>
<td>City of North Oaks</td>
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<td>Terry Nyblom</td>
<td>City of Vadnais Heights</td>
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<td>Stephanie McNamara</td>
<td>Administrator</td>
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<td>Kristine Jenson</td>
<td>Program Mgr.</td>
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<tr>
<td>Brian Corcoran</td>
<td>Water Resources Mgr.</td>
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<td>Nick Voss</td>
<td>Education &amp; Outreach Cord.</td>
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<td>Tyler Thompson</td>
<td>Water Resource Tech.</td>
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Others in attendance: Margaret Behrens (Ramsey Conservation District), Mark Graham (City of Vadnais Heights Engineer & TEC Chair); Paul Duxbury (White Bear Township TEC representative)

I. **Call to Order**
   The meeting was called to order at 7:00 pm by Chair Jones. A quorum is present for the meeting.

II. **Approval of Agenda**
   A motion was made by Prudhon and seconded Lindner by to approve the agenda as presented. Vote: all aye. Motion passed.

III. **Approval of Minutes from October 25, 2017**
   A motion was made by and seconded by to approve the minutes from the October 25, 2017 Board of Directors Meeting. Vote: all aye. Motion passed.

IV. **Visitors and Presentations**

V. **New Business**
   A. **Annual Report Card 2017**
      VLAWMO is wrapping up its first year under the new Water Plan which means it’s time to fill in our first Report Card under this plan. The format of this Report Card is still being finalized so we can assess how things went this year, what next year should look like but still keep it simple and readable. In our 2017 Work Plan, we attempted to set measurable goals in each area of effort. Over the course of the year, we have shared our progress on work items at TEC and Board meetings. A table with these areas of effort were sent with your Board packet. We are asking the Board to provide input and hand in the table at the end of the meeting. Your thoughts are valuable for creating an accurate report card for VLAWMO’s annual reporting needs.
      
      Discussion:

   B. **Certification of 2017 Fund Balance – Resolution 04-2017**
      Staff requests the following carry over of funds to 2018. Some projects have been completed but we are awaiting bills, others may have funds encumbered.

      **Operations Fund balances** in specific areas need to be encumbered to pay for already approved 2017 expenses or to build a special purpose fund balance.

      **Capital budget** In 2017 VLAWMO implemented programs and projects as identified in the 2017 – 2026 Comprehensive Water Management Plan adopted in October of 2016. The following budget items, their purpose and amount are reflected in the table below as part of Resolution 04-2017.

      
      **RESOLUTION 04-2017**
Of the Vadnais Lake Area Water Management Organization (VLAWMO)

December 13, 2017

The Board of Directors of the Vadnais Lake Area Water Management Organization met in a regular meeting at the Vadnais Heights City Hall on Wednesday, the 13th day of December, 2017 at 7:00 o’clock p.m.

The following members were present:
   Marty Long, City of North Oaks
   Terry Nyblom, City of Vadnais Heights
   Ed Prudhon, White Bear Township
   Dan Jones, City of White Bear Lake
   Jim Lindner, City of Gem Lake
   Rob Rafferty, City of Lino Lakes

The following members were absent:

Director Rafferty introduced the following resolution and moved its adoption. Director Prudhon seconded the motion.

A RESOLUTION FOR COMMITTING THE FUND BALANCE FOR SPECIFIC PURPOSES

WHEREAS, the Board of Directors of the Vadnais Lake Area Water Management Organization, does hereby find as follows:

WHEREAS, the Governmental Accounting Standards Board’s Statement No. 54 defines committed fund balance as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Board,

WHEREAS, Board action is required before year end to formalize the commitment of fund balance to specified purposes,

WHEREAS, those committed amounts cannot be used for any other purpose unless the VLAWMO removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

THEREFORE, BE IT RESOLVED by the VLAWMO, that the specific portions of fund balance in the identified funds are committed as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>General</td>
<td>Information</td>
<td>Purchase of IT equipment &amp; help</td>
<td>$2,500</td>
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<tr>
<td>General</td>
<td>Insurance</td>
<td>Additional liability insurance</td>
<td>$500</td>
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<td></td>
<td></td>
<td>per 10/16 Board</td>
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<tr>
<td>General</td>
<td>Legal assistance</td>
<td>Project contracting assistance</td>
<td>$3,900</td>
</tr>
<tr>
<td>General</td>
<td>Storm Sewer Utility</td>
<td>Administrative exp of program</td>
<td>$3,000</td>
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<tr>
<td>General</td>
<td>Training</td>
<td>Staff, TEC &amp; Board training</td>
<td>$500</td>
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<tr>
<td>General</td>
<td>Misc &amp; mileage</td>
<td>Mileage reimburse, mtg expense</td>
<td>$4,000</td>
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<tr>
<td>General</td>
<td>Admin-Payroll</td>
<td>Assist with staffing adjustment;</td>
<td>$4,000</td>
</tr>
<tr>
<td>General</td>
<td>Equipment</td>
<td>Canoe replacement</td>
<td>$3,500</td>
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<tr>
<td>General</td>
<td>Education &amp;</td>
<td>Program materials &amp; swag</td>
<td>$700</td>
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<tr>
<td></td>
<td>Marketing</td>
<td>replacement</td>
<td></td>
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<tr>
<td>General</td>
<td>Community Blue</td>
<td>Ongoing projects</td>
<td>$5,000</td>
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<tr>
<td>General</td>
<td>Lambert Creek</td>
<td>Whitaker wetland grant;</td>
<td>106,290</td>
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<td></td>
<td></td>
<td>engineering</td>
<td></td>
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<tr>
<td>General</td>
<td>Goose Lake</td>
<td>Fund for implementation;</td>
<td>$57,365</td>
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<td></td>
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<td>feasibility</td>
<td></td>
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</table>
General  Birch Lake  Match funds for iron filter project  $4,700
General  Gil, Black, Tam, Wilkin  Encumbered for surveys  $5,185
General  Pleasant Charley  Encumbered for surveys  $3,700
General  Sucker Vadnais  Sucker channel & others  $65,000
General  Landscape 1 cost-share  Approved projects not complete  $4,500
General  Project research & feasibility  Spent lime study; Lambert creek engineering  $16,500
General  Facilities Maintenance  Ongoing maintenance of creek and VLAWMO installations  $25,710

Total  $315,932

The foregoing resolution was passed by the Board of Directors of the Vadnais Lake Area Water Management Organization, Minnesota this 13th day of December, 2017.

Discussion:

Vote: all aye. Motion passed.

VLAWMO has leased office space in the Vadnais Heights City Hall for the last 9.5 years. This new lease would extend that agreement for another three years. There is an increase of $85/month the first year and $35 after that or $420/year after the first year. The monthly lease would be $1,780, $1,815, and $1,850 for 2018, 2019, and 2020 respectively. This affords VLAWMO the main VLAWMO office, four cubicles, internet and telephone, storage space and access to conference rooms and other common space. The lease language is the same as the last three years otherwise. Recommendation: Approval of the 2018-2020 Office space agreement with the City of Vadnais Heights.

RESOLUTION 05-2017
Of the Vadnais Lake Area Water Management Organization (VLAWMO)
Office Lease

December 13, 2017

The Board of Directors of the Vadnais Lake Area Water Management Organization met in a regular meeting at the Vadnais Heights City Hall on Wednesday, the 13th day of December, 2017 at 7:00 o’clock p.m.
The following members were present:
Marty Long, City of North Oaks
Terry Nyblom, City of Vadnais Heights
Ed Prudhon, White Bear Township
Dan Jones, City of White Bear Lake
Jim Lindner, City of Gem Lake
Rob Rafferty, City of Lino Lakes
The following members were absent:

Director Nyblom introduced the following resolution and moved its adoption. Director Long seconded the motion.

A RESOLUTION FOR APPROVAL OF THE 2018 – 2020 OFFICE LEASE with the City of Vadnais Heights.
Whereas VLAWMO must maintain an office, with required facilities within the VLAWMO jurisdiction and the accommodations within the Vadnais Heights city hall meet those needs, and
Whereas, VLAWMO finds the location, accommodations and personnel at city hall to be a good fit with VLAWMO needs,
Therefore be it resolved to approve the 2017 – 2020 lease agreement with the City of Vadnais Heights.
The foregoing resolution was passed by the Board of Directors of the Vadnais Lake Area Water Management Organization, Minnesota this 13th day of December, 2017.

Discussion:

Vote: all aye. Motion passed.

D.  Employee Handbook Changes – Resolution 06-2017
The Policy and Personnel committee met Nov. 16th to discuss the health insurance benefit for employees for 2018. There has been fairly extreme volatility in the market as most are probably aware. The policy for employees that is almost the same as what was offered last year will cost about 15.2% more than last year. Fortunately the Board added more funds to the 2018 health insurance budget and we can stay within budget while still offering health coverage. The committee is recommending we continue and as enrollment needed to progress this has been done.
There is an opportunity for savings as Stephanie will utilizing Medicare and a supplemental insurance starting March 1st. This also means that after the first two months VLAWMO will not contribute to a Health Savings Account as they are not allowed under Medicare. This will save VLAWMO about $8,729 + $833 = $9,562. As I do not plan to retire just yet I would like to ask VLAWMO to help me pay for the modified health insurance. I have not chosen a supplemental policy so I don’t know the exact cost yet but I am anticipating monthly cost in the neighborhood of $280. If the Board approves this could still realize a significant savings: $9,562-$2800 = $6,762/yr.
This could be done through an update to the Employee Handbook language. The Employee Handbook is in need of updating to reflect current practiced and perhaps could include an update to reflect what is suggested above. A document showing the proposed changes was distributed with the Board Packet. The Policy and Personnel Committee is recommending approval of this update.

5.1 Insurance
At this time it is the policy of VLAWMO to offer health insurance coverage to all full time employees. The Watershed does not offer a group Health insurance policy to its employees, however it will pay the employee a health benefit stipend in the amount to be determined by the Board. This stipend will be prorated by pay period and included as a health benefit. The policy is reassessed by the Administrator and the Policy and Personnel Committee annually during the open enrollment period.
If any coverage offered under the VLAWMO insurance program is not accepted by an employee, the Watershed will not be obligated to pay the employee the premium amounts. However, if an employee is eligible and accepting the federal health coverage program, Medicare, VLAWMO will provide premium coverage at least commensurate with other employee’s coverage.

New Language:
“It is the policy of VLAWMO to offer health insurance coverage to all full time employees. The Watershed offers a group Health insurance policy to its employees. The policy is reassessed by the Administrator and the Policy and Personnel Committee annually during the open enrollment period.

If any coverage offered under the VLAWMO insurance program is not accepted by an employee, the Watershed will not be obligated to pay the employee the premium amounts. However, if an employee
is eligible and accepting the federal health coverage program, Medicare, VLAWMO will provide premium coverage at least commensurate with other employee’s coverage.”

The committee is further recommending that the savings be rolled back into benefits for the staff. One benefit contribution the Board may wish to consider is increase the H.S.A. contribution for those receiving it. If the employer H.S.A. contribution for 4 employees is increased to $2000 that would cover half of the single deductible, a significant increase to the employees. The net increase would be $3000. VLAWMO would paying $8000 from the current $5000. The administrator would recommend proceeding with this change in the H.S.A.

RESOLUTION 06-2017
Of the Vadnais Lake Area Water Management Organization (VLAWMO) Employee Handbook Update

December 13, 2017

The Board of Directors of the Vadnais Lake Area Water Management Organization met in a regular meeting at the Vadnais Heights City Hall on Wednesday, the 13th day of December, 2017 at 7:00 o’clock p.m.
The following members were present:
Marty Long, City of North Oaks
Terry Nyblom, City of Vadnais Heights
Ed Prudhon, White Bear Township
Dan Jones, City of White Bear Lake
Jim Lindner, City of Gem Lake
Rob Rafferty, City of Lino Lakes
The following members were absent:

Director Lindner introduced the following resolution and moved its adoption. Director Rafferty seconded the motion.

A RESOLUTION FOR APPROVAL of the Employee Handbook relative to health benefits.
Whereas the VLAWMO Board of Directors has a long standing policy of providing some form of health benefits to its employees and since 2017 has offer a group health insurance policy and a health savings account, and
Whereas the Employee Handbook reflects employee policy for VLAWMO, and
Whereas it is the intention of VLAWMO to provide commensurate health benefits to all its employees the following change in language is adopted for the Employee Handbook:

5.1 Insurance
“It is the policy of VLAWMO to offer health insurance coverage to all full time employees. The Watershed offers a group Health insurance policy to its employees. The policy is reassessed by the Administrator and the Policy and Personnel committee annually during the open enrollment period.

If any coverage offered under the VLAWMO insurance program not accepted by an employee, the Watershed will not be obligated to pay the employee the premium amounts. However, if an employee is eligible and accepting the federal health coverage program, Medicare, VLAWMO will provide premium coverage at least commensurate with other employee’s coverage.”

The foregoing resolution was passed by the Board of Directors of the Vadnais Lake Area Water Management Organization, Minnesota this 13th day of December, 2017.

Discussion:
VI. Old Business
   A. Lambert Creek
      1. Consideration of maintenance contract with State of Minnesota – Institution Community Work Crew
         At the October 25, 2017 Board of Directors meeting, the Board directed that more efforts be pursued for debris removal services in Lambert Creek. At the suggestion of Director Prudhon because of WB Township’s experience with the State of MN Institution Community Work Crew program (ICWC), staff met with ICWC supervisor Scott Miller for possible assistance in the creek cleanup. After talking with Scott in the office as well as taking him to the site, he feels confident this would be a great project for the ICWC.
         VLAWMO originally pursued private companies to do the work and costs ranged from roughly $30K to over $60K for the proposed work. If the ICWC were to be used it would cost $750.00 a day for a crew of up to ten guys. Scott was confident the work could be done in 2-3 days.
         The ICWC would remove the debris from the creek and drag to specific sites (to be determined) and VLAWMO would have to partner with possibly the City of Vadnais Heights for removal and chipping. The ICWC would provide all the equipment needed (chain saws, waiters, etc.) to clear the creek and move debris to the specific sites.
         Each crew is run by a crew leader employed by the MN Department of Corrections. The workers on each crew volunteer to work on the ICWC and the Department of Corrections only allow a total of 80 workers to participate in the service. There is high demand to work on the ICWC and those who are selected to work receive hours that will reduce their work release requirements.
         A contract with the ICWC would need to be in place before any work could start (sample contract attached), once contract is in place a crew can be requested any Friday-Sunday. Contract is good for a year, crews can be used as often as needed and VLAWMO would be under no financial responsibility unless the crew does the work.
         Discussion:
         A motion was made by Nyblom and seconded by Prudhon to approve the contract with the ICWC to clear debris in Lambert Creek as described above. Vote: all aye. Motion passed.

      2. Consideration of survey of targeted portions of Lambert Creek and Engineer’s analysis RFP – Resolution 07-2017
         Per direction from the October 25, 2017 Board meeting, staff sent out a RFP for engineering analysis on Lambert Creek and the branch ditches. The services requested will allow VLAWMO, the ditch authority, to understand both the historical and current capacity of the ditch system as well as areas along the system that could benefit from potential projects. A model of the system will be created identifying the current condition of the creek and this model would be used to target areas of the system that would benefit from projects to increase the effectiveness of the system.
         Historical and current data would be used to calibrate the model along with an updated survey of the system. Information we are looking for from the engineers to guide future work and routine maintenance of the system below:
         - Reviewing records of the ditch to establish original ditch profile and capacity to the extent possible.
• Review records of the ditch cleaning in 1987 to establish ditch profile and capacity to the extent possible.
• Review area where high water concerns have been identified.
• Survey Lambert Creek from Whitaker pond and Goose Lake to Vadnais Lake.
• Utilize available information to produce a updated hydraulic model of Lambert creek and updated current profile information for the creek.
• Identify potential areas of maintenance needs and potential improvement practices.
• Recommend plan of routine ditch assessment including evaluation of existing structures along the creek. This would be used to identify and schedule future inspection and maintenance needs.

The Request for Proposal along with the timeline was included with the Board packet. The Lambert Creek budget for 2018 is $57,000.
VLAWMO received 6 proposals and interest from across the Midwest. Prices ranged from $47,826 to $105,000. Proposals included cost for main ditch 14 analysis as well as options to include detailed branch ditch analysis. All proposals are from reputable firms with staff experienced in ditch modeling and maintenance and project work. Staff is reviewing and scoring each proposal. Because the proposals came in just before the packet deadline we will need to send you the summary early next week. The Board may wish to approve the lowest responsible bidder per VLAWMO policy. Toward that end a Resolution 07-2017 is also attached. The name of the firm to be hired, if the Board chooses, may be discussed at the meeting and included in the Resolution.

RESOLUTION 07-2017
Of the Vadnais Lake Area Water Management Organization (VLAWMO)
Acceptance of Lambert Creek Engineering Proposal

December 13, 2017

The Board of Directors of the Vadnais Lake Area Water Management Organization met in a regular meeting at the Vadnais Heights City Hall on Wednesday, the 13th day of December, 2017 at 7:00 o'clock p.m.
The following members were present:
Marty Long, City of North Oaks
Terry Nyblom, City of Vadnais Heights
Ed Prudhon, White Bear Township
Dan Jones, City of White Bear Lake
Jim Lindner, City of Gem Lake
Rob Rafferty, City of Lino Lakes
The following members were absent:

Director Prudhon introduced the following resolution and moved its adoption. Director Lindnor seconded the motion.

A RESOLUTION FOR APPROVAL of the Engineering proposal from Houston Eng. Inc.
Whereas, VLAWMO is the ditch authority for Lambert Creek (Ramsey County ditch #14) and Dillon ditch (Ramsey County ditch #13) and as such is responsible for the operation and maintenance of the ditch, and
Whereas, VLAWMO has been doing restoration and enhancement projects along the creek since accepting ditch authority in 1987, and
Whereas, changes in the drainage of the creek since it was established and changes in weather patterns affect the operation of the creek, requiring a more in depth understanding of the elevations, hydrology and hydraulics of the creek, Therefore be it resolved that the VLAWMO Board of Directors will accept the Proposal for Engineering assistance from Houston Engineering Inc. Staff is authorized to approve change orders up to $5,000 as needed. Otherwise change orders will require Board approval.

Discussion:

Vote: all aye. Motion passed.

VII. Operations and Administration - Reports
A. TEC Report
Jones asked how the alum/lime research has been going. Tyler was out with a Barr engineer today to collect sediment samples which will be used to develop dosing treatment levels for alum and lime.
B. Financial Report
Stephanie
C. Project Updates
1. Whitaker Wetlands
   The work has finished up for the year on the treatment wetlands. Media has been installed in the three treatment cells, pipes and pumps are in, shed is built and grading is complete. Due to the freezing weather testing of the treatment cells and plantings will be done in the spring as well as installation of the solar panel.
2. Sucker Channel Restoration Project
   All of the major construction for this project is complete. The park has been redesigned to provide easier access for the public and has dedicated areas for people to fish from the shore. The native planting beds have been prepped and native plants will be installed in spring 2018.
3. Goose Lake and Oak Knoll Pond Study
   In our on-going effort to determine how to best manage the internal phosphorus load in Goose Lake, we contracted with Barr Engineering to do some additional studies. Sediment cores were taken from Goose Lake as well as Oak Knoll Pond and additional water quality samples were collected at Oak Knoll this fall. This information will aid in determining the proper dosage for alum treatment and therefore give us a more accurate cost estimate. The information will also assist in our exploration of using spent lime rather than alum as an internal load control. Barr will be preparing a technical memo regarding the findings of these studies as well as an alum dosing plan and supporting documentation to assist with grant applications. These items are not expected until later this winter.
4. Birch Lake Filtration Project
   Kristine submitted an application for a Clean Water Fund Grant for this project. We will not hear any decisions until later in December. The City of WBL passed a resolution supporting this project and pledging $15,000 towards the match requirements. The high end cost estimate is $121,000. Kristine’s request was for $97,000 which would require a nearly $30,000 match. We will keep you posted on the results of the grant process.
D. Charley Lake Sustainable Lake Management Plan (SLMP)
   As part of our on-going goal of producing a Sustainable Lake Management Plan each year, a draft of the SLMP for Charley Lake is available for review. To support this effort, VLAWMO worked with Ramsey Conservation District to conduct a study of the lake bottom (bathymetry and biomass) as
well as lake vegetation and shoreline vegetation surveys. At the time of the writing of this memo, we are waiting on a shoreline vegetation survey report from RCD that will be included with the report but all the other supporting documents, including the Retrofit Study conducted in 2015 are included as appendices with the plan. We invite the Board to read through the SLMP and provide feedback. We will also send it out for review to the City of North Oaks and other partners.

VIII. Discussion
A. Agenda

IX. Administration Communication

X. Public Comment

XI. Adjourn
A motion was made by Lindnor and seconded by Long to adjourn at pm. Vote: all aye. Motion passed.

Minutes compiled and submitted by Kristine Jenson.
To: Board of Directors

From: Stephanie McNamara, Administrator

Date: February 28, 2018

Re: V.A. Elections and Appointments

1. Election of officers. 2017 Slate: Chair: Dan Jones; Vice Chair: Jim Lindner; Secretary Treasurer: Rob Rafferty. Please consider how you might best serve. Officers preside over the meeting (Chair, Vice Chair, Sec-Tres.) and become check signers through US Bank. Other duties: the Chair may speak for VLAWMO in public situations, and the Sec- Treasurer is a member of the Finance committee.

2. Committee Assignments. Policy & Personnel may meet 1-3 times per year. They make recommendations for Board action as far as new policies or policy updates. They also assist with human resources questions and direction as needed. Two Board members have served on each of these committees.

3. Technical Commission (TEC) Chair. VLAWMO process requires appointment of the TEC Chair by the Board. The TEC has recommended Mark Graham, commissioner from Vadnais Heights as its Chair.
To: the Board of Directors

From: Tyler Thompson & Brian Corcoran

RE: V.B.1 Engineering Study Update

In addition to the main Ditch 14/Lambert Creek survey that was completed the second week in January 2018, the survey of Lambert Creek’s branches 2, 3, 4, and 5 was completed on January 24th and 25th. The survey of the branches will not only make the H&H modeling of the drainage system more accurate, but will help determine repair and improvement options down the road. Now that the survey has been completed, the next step will be beginning the hydrologic and hydraulic modeling.
WE ALL NEED FOOD AND WATER

PLANT, WATER & POLLINATOR INVESTIGATIONS

PROPOSAL SUMMARY

This multiple-lesson program connects elementary and middle school students in school-age care and/or summer programs to their food and water through STEAM-based native plant, water and pollinator education.
CONTENT

3-4 | WHY CONNECT KIDS TO THEIR FOOD & WATER THROUGH STEAM-BASED NATIVE PLANT & POLLINATOR EDUCATION

5-6 | ABOUT LAWN CHAIR GARDENER CREATIVE SERVICES

7-8 | HOW THIS PROGRAM WORKS

9-10 | QUALIFICATIONS

11-12 | RECOMMENDATIONS

13-14 | REVIEWS

15-16 | SCIENCE, TECHNOLOGY, ENGINEERING, ARTS & MATH (STEAM) BASED CURRICULUM OBJECTIVES & ACTIVITIES

17-18 | PROGRAM OPTIONS & COSTS
All creatures need water and native plant communities are the basis of our food webs. Unfortunately, nation-wide 95% of native plant communities have been replaced with human-centered surroundings or non-native plants.

According to researcher Douglas Tallamy, native plant species support exponentially more animal species than non-native plants. For example, a native oak tree supports 534 butterfly and moth species whereas a non-native ginkgo tree is not known to support any Minnesotan insects.

Protecting and reestablishing native plant communities is not only important to Minnesota’s wildlife food web, but humans’ food supply too. Namely, native plants support the 427 Minnesota native bees (not just honey bees!) that pollinate about one-third of our food.

Native plants also help protect and conserve our water resources. Strategic plantings, such as raingardens and shoreline stabilization projects, help keep water clean by absorbing polluted stormwater runoff and anchoring soil. In addition, native plantings conserve water because they are adapted to local conditions and require no watering after their first growing season. Native plants also reduce the need for chemical inputs because they bring in beneficial insects that keep pests in check. Furthermore, healthy native plant communities discourage the establishment of invasive plant species.

The great news is that the topics of water, native plants, and bees are perfect for Science, Technology, Engineering, Arts and Math-based (STEAM) education!

1. The context is motivating, engaging, and real-world.
2. Students integrate and apply meaningful and important mathematics and science content.
3. Teaching methods are inquiry-based and student-centered.
4. Students engage in solving engineering challenges using an engineering design process.
5. Teamwork and communications are a major focus.
6. As students brainstorm solutions for a problem, they are encouraged to adopt a playful, inventive, and artistic approaches.

There are many opportunities for creative solutions to solve our current environmental challenges. This program will engage students in STEAM activities and empower them to help solve important problems with their creative minds. Throughout the program, students have the freedom to think critically, creatively, and innovatively, as well as opportunities to fail and try again in a safe environment.

With a little knowledge, students will develop understanding, appreciation, and perhaps even affection for the natural systems that sustain humankind—and it all starts with engaging education.

Working towards a brighter future,

—Benjamin Franklin
I started planting gardens in third grade when I was awarded a packet of seeds by my teacher and I haven’t stopped planting since. I may have been the only college student at the University of Wisconsin—Madison to plant flowers at the houses I rented. I earned undergraduate degrees in Education, German Literature and Environmental Studies. I later earned my Masters degree in Environmental Education from the University of Wisconsin—Stevens Point.

For the past couple of decades, I have worked as a high school teacher, at a non-profit teaching environmental education to 5,000-6,000 K-12 students per year and helping schools develop nature areas on their school grounds. I also was an environmental education coordinator at a watershed district where I started the Blue Thumb—Planting for Clean Water program®. In addition, I have written four books: “A Lawn Chair Gardener's Guide to a Balanced Life and a More Balanced World,” “Mason Meets a Mason Bee,” “Mason Meets a Mason Bee with K-5 Educator's Guide,” and “Thank You, Bugs!”

Currently, I enjoy teaching people of all ages by doing educational activities, puppet shows, keynote addresses, and seminars. I also do communications work for area watershed organizations and conservation districts. But my favorite job is being a mom to my two boys.

I have been a Ramsey County Master Gardener volunteer since 2000. Although I don’t have a lot of free time right now, I love photography, doing yoga, gardening, swing dancing with my husband, having coffee with friends, and reading.
THE IDEA BEHIND THIS PROGRAM

“In the end we will conserve only what we love; we will love only what we understand; and we will understand only what we are taught.”

—Baba Dioum, 1968

Children are increasingly removed from the outdoors and are losing their connections to the natural systems that support them. Baba Dioum summarizes the need for conservation education well by stating, "In the end we will conserve only what we love; we will love only what we understand; and we will understand only what we are taught." And, with the focus of school curricula being on core subjects—especially math and reading—teachers admit environmental education is not being taught very much, if at all.

HOW IT WORKS

No expensive bussing required, this program comes to the kids enrolled in extended day (before or after school) and summer programs. The program provides three- to six-lessons about plants, water and pollinators. An outline of the curriculum objectives and activities is found on pages fifteen and sixteen.

I have over 20 years of teaching experience as a classroom teacher and in public education. I hold a current Minnesota teaching license and tailor the lessons and activities to meet the students’ needs. Activities will depend on space, ages of children in attendance, season, weather, group size, and, of course, the students’ energy levels. I am experienced at working with multi-aged groups, but will divide students by age level when the content calls for it. I know that children need to run and play so I incorporate many active activities.
QUALIFICATIONS

EDUCATION & CERTIFICATIONS

- Minnesota Teaching License—1995-present
- Certificates in Web Design & Desktop Publishing—Century College, 2011
- Masters of Science in Environmental Education—University of Wisconsin, Stevens Point, 1996-1999
- Bachelor of Science: Environmental Studies, Education, and German Literature—University of Wisconsin, Madison, 1990-1994

WORK EXPERIENCE

Lawn Chair Gardener Creative Services, Founder/CEO, Shoreview MN, 2012-present
- Author • Licensed Teacher • Communications Coordinator • Writer • Outreach Project & Program Design and Implementation • Graphic Design • Photography • Eco Gardening Coaching • Website Maintenance • Pollinator Puppet Shows • Public Speaking

Rice Creek Watershed District, Outreach, Education & Communications, Blaine MN, 2004-2012
- Education, Outreach, Communications with 28 Cities • Developed Blue Thumb-Planting for Clean Water® program and Resource Teachers-Teaching Kids about Natural Resources • Coordinated Stormdrain Marking, Stream Health Evaluation Project (SHEP) • Collaborated with Non-Point Source Pollution Education for Municipal Officials (NEMO) • Managed Cost-Share Program (04-07) and Helped Restructure It to Improve Its Efficiency.

Tree Trust, Program Specialist, St. Paul MN, 1999-2003
- Taught environmental education to 5,000-6,000 students/school year, helped schools develop nature areas and outdoor classrooms

Wausau East High School, Teacher, Wausau WI, 1995-1999
- Organized three exchange programs from Germany, organized two trips to Germany, coached athletics, and ran the German club

QUALIFICATIONS

AWARDS

- 2017 Trail Book of the Year Award, Miami Co. Parks, Quest Nature Books Program
- Shoreview Green Community Award 2013
- Minnesota Association of Watershed Districts 2008 Program of the Year Award for “Blue Thumb”
- Governor’s Award for Waste and Pollution Prevention 2008 for “Blue Thumb”
- Minnesota Association of Watershed Districts 2005 Program of the Year Award

SKILLS at a glance

- Speaking/Teaching/Performing
- Outreach/Communication Coordination
- Collaboration
- Writing/Media
- Creativity/Graphic Design
- Social Media/Technology/Websites

STRENGTHS

+ TEACHING
+ CREATIVITY
+ FLEXIBILITY
+ POSITIVITY

Click here to view portfolio

Miami County Parks in Ohio, is making my “Mason Meets a Mason Bee” book into signs for their Storybook Trail. They are expecting 300,000-400,000 visitors to view it.

“Miami County Parks recognizes three books we use in our Quest Nature Books program with “Storybook Trail Awards.” These books are used by educational naturalists to inspire and encourage kids and families to spend more time outside in unstructured, nature play.

Thousands of books were looked at, and three were chosen for the Storybook Trail. “Mason Meets A Mason Bee” is a marvelous book for children’s imagination that motivates them to go outside. Our goal is to get children to read and be inspired to explore and play. Our Quest Nature Book program has inspired tens of thousands of children to read nature books and then go outdoors and experience hands-on what they just read about.”

—John Deboer
Administrative Naturalist
WHAT TEACHERS HAVE TO SAY...

MS. KARA CASSIDY  
KINDERGARTEN TEACHER // SNAIL LAKE KINDERGARTEN CENTER

"This book is a must have in all science classrooms. The precise photographs guide the story of Mason’s journey through observation and scientific inquiry with mason bees. The creative rhythm and rhyme draws listeners in with every page turn. Be sure to take advantage of the additional information from the educator’s guide and resources to extend learners love and quest for knowledge. Creative and informative for all ages, kindergarteners love it!"

MRS. K  
FIRST GRADE TEACHER // BIRCH LAKE ELEMENTARY

"Dawn’s energy and enthusiasm are amazing. She teaches so much content in such a fun way. I think the teachers learned as much as the students. The pollinator activity was so much fun for the kids and I think they really get it!"

MR. MATT THOMPSON  
CURRICULUM INTEGRATION COORDINATOR // CHAMPLIN-BROOKLYN PARK ACADEMY FOR MATH AND ENVIRONMENTAL SCIENCE

"Excellent! We’re inviting Ms. Pape back again next year."

MRS. D  
SECOND GRADE TEACHER // ST. PAUL SCHOOL

"The information was given to the kids in a fun way they could relate to. All of the the examples of food and bugs that are affected by pollination was very informative. The puppets were the BEST! The entire class was mesmerized by the puppet show. I loved the vocabulary from the bee and the wording. I loved that you used larger words, and then explained them in another way so kids were exposed to more vocabulary! Your use of posters to illustrate your points was helpful for visual students."
PRAISE for MASON MEETS A MASON BEE

WHAT REVIEWS HAVE TO SAY...

DAVE HUNTER
OWNER // CROWN BEES

This book is a dynamite teaching tool and a must for schools, libraries, garden centers, grandparents and parents—and anyone else who likes to eat. Bursting with critical and timely information about the importance of pollinators, this lovely picture storybook delights, motivates and informs the reader. As gardeners become aware of the myriad of bees in their backyard, learning about common and wonderful pollinators like the mason bee is a must. The interplay of the pictures and words illustrate big topics in an understandable way—teaching young gardeners that there ARE gentle bees in the backyard and we shouldn’t be afraid of them. They are necessary for growing our food!

JOEL GARDNER
RESEARCH ASSOCIATE // UNIVERSITY OF MINNESOTA BEE LAB

This is a great book not only for kids, but also for parents and teachers in a classroom setting. Kids will enjoy learning trivia, while adults stand to learn as much as the kids, and will appreciate the resources in the back as well. Best of all, parents may face pressure from their kids to actually use those resources.

The rhyming style of this book reminds me of Dr. Seuss, and The Lorax in particular for its environmental message. The rhymes are clever and well thought-out. The book has a clear message—protect the bees—and delivers it effectively. It isn’t very subtle, but this is a good thing for a young audience. I can picture a kid finishing this book and then wanting to go outside and find a mason bee. I really like this book, and it fills an important niche. We need more children’s books about bees.

CINDY MUSSELWHITE
REVIEWER // GOODREADS

Mason Meets a Mason Bee by Dawn Pape is a book that should be on bookshelves and classrooms everywhere. It is about Mason who is afraid of bees. One day he meets a mason bee and learns that bees are also afraid of people. This book is a fun and educational way to learn about bees. It is told in a rhyming way, it’s informative and done in such a cute way. A great read aloud. This book is also a good teaching tool and in the back of the book you will find science lessons. The illustrations are clear and bright and the colors really stand out.

I gave this book 5 stars but it truly deserves many more. I highly recommend this book to everyone and anyone who has young children or work with young children. I look for more by Dawn Pape.

HEATHER HOLM
AUTHOR OF POLLINATORS OF NATIVE PLANTS

Pape does a wonderful job addressing the common fear of children (and adults) that bees are aggressive and should be avoided. By focusing on a mason bee, she highlights the differences between these solitary bees and honey bees. This book is a fantastic introduction to the world of wild bees and pollination for children, and an excellent tool for parents to learn more about wild bees and why they need our collective help.

Mason Meets a Mason Bee by Dawn Pape is a delightful story about a young boy (Mason) who meets a talking mason bee. The mason bee helps Mason overcome his fear of insects (and bee stings) and shows him how he pollinates flowers, providing the fruit and vegetables that Mason likes to eat. The bee also conveys to Mason how he can help the bee thrive by planting native plants throughout the growing season.

CLAIRE O’BÉARA
AWARD-WINNING AUTHOR

This is a cute tale...about a boy who meets a bee and each of them is afraid of the other. The bee explains that it is a mason bee and does not want to sting, but pollinates plants to make food for people. Mason also gets to hear about insecticides and other issues for beneficial insects.

There are lovely colourful photos on every page. At the end are lessons and more detailed information for adults. This would be good for a class nature table or a family reading session and should help to educate young people about nature.

MALLORY HEART
REVIEWER // HEART REVIEWS

A delightful story with a serious real-life message. Mason Meets a Mason Bee photographically illustrates the encounter of a young boy named MASON, with a type of bee [New to me!] which daily pollinates 100 times the amount of a honey bee. This particular mason bee is both verbal and voluble, and instructs his namesake on several important lawn and garden matters.

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CINDY MUSSELWHITE
REVIEWER // GOODREADS

A wonderful story about a boy and a bee with the same name. The bee educates the boy and the reader on the importance of insects in our world. This was a fun, fast filled book that lets everyone who reads it know what they can do to help take care of our planet.
SAMPLE OBJECTIVES AND ACTIVITIES for CONNECTING KIDS TO THEIR FOOD & WATER THROUGH STEAM-BASED NATIVE PLANT, WATER, & POLLINATOR EDUCATION

WEEK 1

**BUSIEST BEES**

Why do we need bees and other insects? How does pollination work? Which bees are best at pollinating? Busting bee myths! Learning bee body parts and life cycles of solitary bees vs. social bees.

**STEAM Objectives:**
1. Students can explain pollination and recognize its importance for our food supply.
2. Students can name the main body parts of insects.
3. Students can explain the difference between solitary and social bees and describe their life cycles.
4. Students "trust" common bee myths.
5. Students engineer structures bees will nest in.

**Activities:**
1. Story time: Read Thank You, Bugs.
2. Wearing bee costumes, kids mimic how bees play in the food web.
3. Food chain tag. Students are assigned a plant or animal to wear on their backs. Students can only tag something it would eat.
5. Go outside to see where the water flows.

WEEK 2

**DISCOVERING THE BUILDING BLOCKS OF OUR FOOD**

What are native plants and what role do they play in the food web?

**STEAM Objectives:**
1. Students can create model food chains/webs.
2. Students can name Minnesota biomes and list a few plants and animals from each biome.
3. Students can explain differences between native plants, non-native plants and "cultivars" (cultivated varieties).
4. Students can explain why native plants support more species than non-natives.
5. Students can identify where their drinking water comes from.

**Activities:**
1. Plant native plant seeds to take home.
2. Play "clean water" charades (e.g. sweep up "pollutants" to see where those pollutants end up.
3. Discover inventions that reduce water use.

WEEK 3

**PUPPET SHOW: MASON MEETS A MASON BEE**

Review of last two lessons with a puppet show plus learning to identify differences between wasps, bees, and flies. Students create bee species puppet using traits of bees.

**STEAM Objectives:**
1. Students can review everything they’ve learned so far by watching “Mason Meets a Mason Bee” performed as a puppet show.
2. Students can identify bees, wasps, and flies.
3. Students can describe how the water cycle works.
4. Students can describe what a watershed is.
5. Students can describe where their drinking water comes from.

**Activities:**
1. Food chain tag. Students are assigned a plant or animal to wear on their backs. Students can only tag something it would eat.
2. Plant/tree I.D walk.
3. Food web creation with blocks.
4. Plant native plant seeds to take home.

WEEK 4

**ALL ABOUT WATER!**

Exploring the importance of water, the water cycle, and our own watershed.

**STEAM Objectives:**
1. Students can describe how important water is to their life and to other living things.
2. Students can describe how the water cycle works.
3. Students can describe what a watershed is.
4. Students can explain why native plants help slow water runoff down.
5. Students can identify where the rainwater from the school parking lot goes.

**Activities:**
1. Using the watershed model, students add "pollutants" to see where those pollutants end up.
2. Play “clean water” charades (e.g. sweep up grass clippings, rake leaves, shovel instead of using salt, etc.)
3. Learn about plants “likes” and “dislikes” and identify which plant students are most drought tolerant.
4. Go outside to see where the water flows.

WEEK 5

**HEALTHY WATER, HEALTHY PEOPLE**

Keeping lakes, rivers, and drinking water clean.

**STEAM Objectives:**
1. Students can identify potential water pollutants.
2. Students can describe where their drinking water comes from.
3. Students can describe what stormwater runoff is.
4. Students can list at least two things they can do to help keep water clean.
5. Students can describe what a rain garden is and how it helps keep water clean.
6. Students can identify a few native plants.

**Activities:**
1. Using the watershed model, students add "pollutants" to see where those pollutants end up.
2. Play “clean water” charades (e.g. sweep up grass clippings, rake leaves, shovel instead of using salt, etc.)
3. Learn about plants “likes” and “dislikes” and identify which plant students are most drought tolerant.
4. Go outside to see where the water flows.

WEEK 6

**WATER USE & CONSERVATION**

Digging into groundwater: how water is used in our communities and ways to conserve water.

**STEAM Objectives:**
1. Students can describe the relationship between water use and groundwater supplies.
2. Students can describe several innovative ways people are working to conserve water.
3. Students can describe why some plants need more water than others.
4. Students can describe which landscape plants are drought tolerant and why.

**Activities:**
1. Solve a puzzle to reveal water uses.
2. View a groundwater model demo. to learn about groundwater.
3. Discover inventions that reduce water use.
4. Use Blue Thumb-Planting for Clean Water display to learn about root lengths and which plants are most drought tolerant.
5. Perform a skit using concepts learned in this program.

What we learn with pleasure we never forget. —Alfred Mercier
PROGRAM OPTIONS

CONNECT KIDS TO THEIR FOOD & WATER
THROUGH STEAM-BASED NATIVE PLANT, WATER & POLLINATOR EDUCATION

PROGRAM COSTS

CONNECT KIDS TO THEIR FOOD
$1,100

CONNECT KIDS TO THEIR WATER
$1,100

CONNECT KIDS TO THEIR FOOD & WATER
$2,000

3 NATIVE BEE PROGRAMS
Includes a puppet show and author book reading

3 WATER PROGRAMS
Includes interactive displays

ALL 6 NATIVE BEE AND WATER PROGRAMS

KEY QUESTIONS: Why do we need bees and other insects? How does pollination work? Which bees are best at pollinating? Are all bees yellow and black? Do all bees make honey? Are all bees aggressive? What is a solitary bee? A social bee? What are native plants and what role do they play in the food web? How can I tell the difference between wasps, bees, and flies?

PROGRAM TITLES
~ Busiest Bees
~ Discovering the Building Blocks of Our Food
~ Puppet Show: Mason Meets a Mason Bee

AVERAGE WEEKLY PROGRAM COSTS
$367

BUDGET BREAKDOWN

01
TEACHING FEE INCLUDES:
~ 5 hours of coordinating and scheduling with partner extended care and/or summer programs
~ 1.5 hours of student contact time per lesson
~ 6.0 hours of prep, set-up, take-down per lesson
~ 0.5 hours developing content, photos and/or video for social media from each lesson
~ Press release for each school program funded (3 hours staff time in writing and distributing)
~ Mileage (not to exceed 60 miles round-trip from 55126 zip code)

~ Weekly Total: 21 hours of labor
$300
Hourly rate of only $18.75!

02
SUPPLIES FOR WEEKLY ACTIVITIES
~ Plant seeds, soil, pots, drinking straws, headbands, chenille stems, pom-poms, blocks, etc.

~ Weekly Total
$66-67

SAVE $200 WITH THIS COMPREHENSIVE PROGRAM THAT INCLUDES ALL OF THE FOOD AND WATER PROGRAMS.

PROGRAM TITLES
~ Busiest Bees
~ Discovering the Building Blocks of Our Food
~ Puppet Show: Mason Meets a Mason Bee
~ All About Water
~ Healthy Water, Healthy People
~ Water Use & Conservation
February 28, 2018

To: The VLAWMO Board of Directors
From: Nick Voss, Education and Outreach Coordinator
Re: V.C Community Blue Grant

Community Blue Grant Application: “Water Heroes”

The attached community blue application requests $5,000 for a project in partnership between Lawnchair Gardener (Dawn Pape) and the White Bear Lake schools summer program to run a watershed education program.

The program consists of 16 theatrical lessons provided to about 160 students enrolled in the after school program at 4 locations around White Bear Lake. The program occurs in June to July, with each lesson being followed by service projects around the schoolyard and neighborhood (raingarden maintenance, stormdrain clean-up, stormdrain labeling). Lessons are grounded in STEAM (Science, Technology, Engineering, Arts, and Math) curriculum standards, exploring the importance of native plants, pollinators, and water quality.

The general public is invited to these presentations and it will be widely promoted through email blasts, the summer catalog, social media, and take-home flyers that students receive to bring home. Additionally, through the service project portion of the program, the grant partner has supported VLAWMO’s interest to reach the residential communities adjacent to the schools in VLAWMO. As residents see an example of watershed stewardship in action, VLAWMO flyers for our cost-share, adopt-a-drain, and general flyer will be dispensed with invites to follow-up on the initiative by adopting a stormdrain or learning more about our cost-share program.

The grant application as it stands and as it was approved by the TEC consists of 4 schools – two of which are outside of VLAWMO. Birch and Central middle school are within VLAWMO. Willow Lane is just out of the VLAWMO boundary but has a school service area that does overlap VLAWMO. The final School, Oneka, is outside of VLAWMO’s boundary as is its service area. With an understanding that VLAWMO prioritizes its funding for projects within the watershed, this program also contained a shade of gray in this matter. The staff and TEC proposed that should this project move forward, record of where students are coming from at Willow Lane and Oneka Elementaries will reveal how many students that live in VLAWMO are attending each school. With the nature of summer programs being that any student can register for any of the schools, it’s possible that VLAWMO families will be involved at Oneka. For future reference, VLAWMO would then be able to assess and better navigate our relationship with White Bear Lake Schools. With the school district being an essential partner in VLAWMO’s work, record of student attendance for this program will guide our future efforts toward something that works for both of us.

Dawn has worked with many other watershed districts and management organizations around the metro, started Blue Thumb, and served as an education and outreach staff member at Rice Creek Watershed District prior to starting her own business, called Lawnchair Gardener. Please see the attached application and supplementary curriculum from Dawn. Contact Stephanie for any questions prior to the board meeting.
## BASIC INFORMATION

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Water Heroes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Dawn Pape</td>
</tr>
<tr>
<td>Address</td>
<td>5901 Birchwood St</td>
</tr>
<tr>
<td>Phone</td>
<td>651-485-5171</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:dawn@lawnchairgardener.com">dawn@lawnchairgardener.com</a>, <a href="mailto:carrie.troske@isd624.org">carrie.troske@isd624.org</a></td>
</tr>
</tbody>
</table>

### Organization

Lawn Chair Gardener, Creatives & White Bear Lake Extended Day & Summer Programming

### Geographic Area

Geographic area: Metro Demographics: all (preK-adult through a wide-range of venues) For this grant, I will be serving K-8 youth in the White Bear Lake Schools District who attend extended day and/or summer programming

### How Much Are You Requesting?

$5,000

### How Much Are You Prepared to Match or Provide In-Kind?

$12,150.43 in extended day staff time, student volunteer time, mileage, and teaching materials and equipment

## INTRODUCTION & GOAL

1. Describe the mission and goals of your organization/profession and ways it relates to water resources.
A. Lawn Chair Gardener’s company goal is to make the world a better place one yard—or one child—at a time through native plant, pollinator and water resource education. In 2006, company founder, Dawn Pape, started the Blue Thumb—Planting for Clean Water® program and she has been involved with environmental education since the late 1980s. Please see page 6 in the attached proposal for further details.

B. The goal of this project is to inform youth of current environmental challenges facing our pollinators and waters and to inspire them to help solve these challenges with creative solutions through STEAM-based (Science, Technology, Engineering, Arts, Math) education. We will also have the kids be involved with local water-based volunteer efforts.
2. **DESCRIBE HOW YOUR PROJECT WILL PROTECT OR IMPROVE WATER QUALITY (NOT INTERESTED IN CONSERVATION?). FOR EDUCATIONAL COMPONENTS, DESCRIBE BEHAVIORS AND ACTIONS THAT WILL BE ENCOURAGED THROUGH THE PROJECT AS THEY RELATE TO WATER.**

Our project will protect water quality and promote water conservation by educating K-8 White Bear Lake area youth about the challenges our surface and groundwater face. By using STEAM teaching methods that include hands-on, open-ended, real-world problem solving to encourage the Four C’s (critical thinking, communication, collaboration, and creativity), students will discover solutions to our water challenges and likely invent new solutions or pollution prevention plans.

In addition to having students explore the challenges our surface and groundwater face and develop their own solutions, they will participate in volunteer opportunities that are accessible to their program location. These opportunities could include: developing and/or maintaining raingardens and native plantings, stormdrain stenciling, water monitoring, and/or other volunteer opportunities that VLAWMO is seeking.

*(NOTE: Since the programming will be divided by age into three groups (K-2, 3-5 and 6-8), the lessons and activities will be adapted to be age appropriate.)*

<table>
<thead>
<tr>
<th>Concepts</th>
<th>Example Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Water Cycle</td>
<td>Act out water cycle with a game.</td>
</tr>
<tr>
<td>2. What is a watershed?</td>
<td>Use a watershed model to see how a watershed works. Kids create their own models using paper and markers and a spray bottle. Play the watershed game where the kids have total control over land use and development. Would they make the same decisions their community has?</td>
</tr>
<tr>
<td>3. How does our land use affect our waters and our food chain?</td>
<td></td>
</tr>
<tr>
<td>4. Identifying Pollutants to Our Lakes, Rivers and Drinking Water</td>
<td>Kids brainstorm ways to capture stormwater runoff. After kids come up with their own solutions, the concept of buffers and raingardens are introduced. Students go outside to see where water goes from the facility they are at. Older kids look at maps.</td>
</tr>
<tr>
<td>5. Understanding, Protecting, and Conserving Groundwater</td>
<td>Using a groundwater model to understand how groundwater moves through soils, what speeds up groundwater movement, how surface water and groundwater are connected...</td>
</tr>
<tr>
<td>6. Improving Water’s Journey from Its Source to Our Taps and Back to Rivers after Being Released From Treatment Plants</td>
<td>The last day of the 4-day program wraps up with summarizing what the kids have learned and presenting their ideas about how they are going to improve water’s journey to their peers.</td>
</tr>
</tbody>
</table>

3. **DESCRIBE ANY PROJECT PARTNERS, THEIR ROLE IN THE PROJECT, THEIR QUALIFICATIONS, AND THEIR ROLE IN YOUR PROJECT. FOR PROJECTS WITH INVOLVED PARTNERSHIPS, A SEPARATE CONFIRMATION LETTER MAY BE REQUESTED. Please provide specifics (names, titles, email or phone #)**

Carrie Troske is the Out of School Time Site Supervisor for the White Bear Lake Area Schools. She oversees the Lincoln, Birch and Otter Lake programming. She will also be having some of her support staff assist Dawn Pape to abide by the teacher/student ratios.

651-653-2823 (Lincoln)
651-653-2834 (Otter Lake)
651-653-2784 (Birch Lake)
carrie.troske@isd624.org
4. IN THE SPACE BELOW, PLEASE BREAK DOWN YOUR PROJECT INTO OBJECTIVES (UP TO 5). THESE SHOULD TELL THE STORY OF YOUR PROJECT FROM PREPARATION TO ACTION TO FOLLOW-UP MEASURES. INCLUDE AN ESTIMATED COMPLETION DATE (left box) AND COST (right box) TO EXPEDITE PROJECT BUDGETING AND FUND DISPERSAL.

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>DESCRIPTION</th>
<th>POSSIBLE BARRIERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation</td>
<td>Meetings between Lawn Chair Gardener Creatives and White Bear Lake schools to plan program structure, sites and dates. Leadership meeting, planning, scheduling logistics. Plan curriculum and activities and gather materials.</td>
<td>VLA WMO grant isn’t received before the publicity for the programming registration is sent out in late February</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver 16 Lessons to ~160 students</td>
<td>Mileage, set up, contact and clean up time of lead teacher, Dawn Pape, and WBL Extended Day/FLEX staff to implement 16 2.5 hour sessions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach &amp; Publicity</td>
<td>A press release will be sent to local news outlets about the program. A minimum of 8 Facebook posts will be drafted for VLA WMO to post and will be shared by at least three other organizations to increase the post reach.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volunteer Activities</td>
<td>Organize students to be involved with water-related volunteer activities such as raingarden/native plant installation and/or maintenance, stormdrain stenciling, water monitoring, macroinvertebrate analysis, invasive species removal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>COMPLETION DATE (M/Y)</th>
<th>COST (right box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation</td>
<td>February 23, 2018</td>
<td>$2,556</td>
</tr>
<tr>
<td>Deliver 16 Lessons to ~160 students</td>
<td>July 29, 2018</td>
<td>$6,050</td>
</tr>
<tr>
<td>Outreach &amp; Publicity</td>
<td>June 29, 2018</td>
<td>$520</td>
</tr>
<tr>
<td>Volunteer Activities</td>
<td>August 15, 2018</td>
<td></td>
</tr>
</tbody>
</table>
5. **DESCRIBE HOW YOU WILL MEASURE THE SUCCESS OF YOUR PROJECT.**
   Measurements should be phrased as a final result. What tangibles will prove that the objective was met?
   Example: Number of participants, number of installations, gallons of storm water infiltrated, etc. Effective measurable
   relate back to the goal and purpose of the project – VLAWMO will make recommendations as needed. If an objective
   doesn’t need a measurable please indicate another objective that has a measureable that serves to measure both.

**OBJECTIVE 1: Preparation**

Measurement: Planning, scheduling completed.
Evaluation: Not applicable

**OBJECTIVE 2: Deliver 16 Lessons to ~160 students**

Measurement: 16 lessons, number of participants
Evaluation:
The students’ knowledge will be measured with **KWL charts** where the students complete what they know **(K)** at the beginning of the program. At this point they may recognize that there are gaps in what they know and they will fill in what they want to **learn (W)**. At the end of the 4 days, we will review the chart and fill in what they **learned (L)**.

Other evaluative methods include surveying the kids. The older students can complete a short, written evaluation. The younger students can be asked questions and respond by raising their hands.

**OBJECTIVE 3: Outreach & Publicity**

Measurement: number of articles printed, post views
Evaluation: Not applicable

**OBJECTIVE 4: Volunteer Activities**

Measurement: Number of units completed (square footage planted, weeded, stenciled, monitored, etc.)
Evaluation: TBD depending on the activities undertaken
### Budget

6. **Complete the following table for project costs.** If additional costs exist independent of grant funding, and are not being used as match funds, please specify an amount per expense and a total. The green box in Part 6 must equal the green box in Part 7. **Use work plan spreadsheet for more detail. Tip: align expenses according to objectives in Part 5.** Is this chart needed? Doesn’t include in-kind... Super confusing!

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>PERSONNEL COSTS</th>
<th>MATERIALS / SUPPLIES</th>
<th>INDEPENDENT COSTS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENSE 1: Preparation</td>
<td>$2,556 ($1,556 in-kind matching)</td>
<td>“N/A” if blank</td>
<td>“N/A” if blank</td>
<td>$2,556</td>
</tr>
<tr>
<td>EXPENSE 2: Lessons</td>
<td>$4,530 ($1,050 in-kind matching)</td>
<td>$530.80 (144.43 in-kind mileage)</td>
<td>$5,000 in teaching supplies and technology equipment</td>
<td>$10,060.80</td>
</tr>
<tr>
<td>EXPENSE 3: Outreach and Publicity</td>
<td>$520</td>
<td>“N/A” if blank</td>
<td>“N/A” if blank</td>
<td>$520</td>
</tr>
<tr>
<td>EXPENSE 4: Volunteer Activities</td>
<td>($4,000 in-kind)</td>
<td>“N/A” if blank</td>
<td>“N/A” if blank</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$11,606 ($6,556 in-kind)</td>
<td>$544.43</td>
<td>$5,000</td>
<td>$17,150.43</td>
</tr>
</tbody>
</table>

**Descriptions of independent costs** (if applicable – this usually occurs if the grant project is within another event or program):

**Total excluding independent costs:** $5,000

### Grant Funding & Match Funds

7. Please fill in the table below with how you plan to allocate your funding. Match funds are required assets for the project that strive to support community investment and exposure. Match funds may be cash from other sources, mileage, pre-existing materials involved in the project, or provided in-kind (i.e. volunteer services). In-kind match hours may be volunteer service hours, voluntary presentations, etc. Consult with VLAWMO staff for discussion on what applies as match funds. The blue box should be an additional 25-100% of the green box. Project applications are weighed with a preference for projects with higher match funds, in addition and are voted on through the VLAWMO technical commission.

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>REQUESTED VLAWMO FUNDING</th>
<th>MATCH FUNDS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXPENSE 1: Preparation</strong></td>
<td>$1,000</td>
<td>$1,556</td>
<td>$2,569.63</td>
</tr>
<tr>
<td><strong>EXPENSE 2: Lessons</strong></td>
<td>$3,480</td>
<td>$5,000 in existing equipment, $400 for this program’s supplies</td>
<td>$1,050</td>
</tr>
<tr>
<td><strong>EXPENSE 3: Outreach and Publicity</strong></td>
<td>$520</td>
<td>“N/A” if blank</td>
<td>“N/A” if blank</td>
</tr>
<tr>
<td><strong>EXPENSE 4: Volunteer Activities (160 hours of volunteer time at $25/hr.)</strong></td>
<td>$4,000</td>
<td>“N/A” if blank</td>
<td>“N/A” if blank</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$5,000</td>
<td>$6,606</td>
<td>$144.43</td>
</tr>
</tbody>
</table>
FUTURE POTENTIAL

9.) WILL YOU OR THE PROJECT PARTNERS BE ABLE TO REPEAT THIS PROJECT? EXPLAIN HOW THE PROJECT WILL BE CARRIED ON IF 1) THE PROJECT IS A SUCCESS AND 2) ADDITIONAL FUNDS WERE AVAILABLE.

Yes, we will be able to repeat the project because the structure is in place. The only hurdle is the funding for the program.

10.) HOW DID YOU HEAR ABOUT OUR GRANT PROGRAM?

Kris Jenson
To: the Board of Directors

From: Kristine Jenson

RE: V.D. Birch Lake Project

As we have discussed at previous meetings, a nutrient reduction project at 4th & Otter Lake Road, in White Bear Lake, has been a priority for the watershed. Last year, we worked with Barr Engineering to do a study for the best possible projects to reduce nutrients from this particular site before the water flows into Birch Lake. Monitoring results have shown that this is a “hot spot” for nutrients entering the lake. Barr came up with a plan that includes adding a detention structure to the outlet pipe and installing an iron-sand filter to allow for nutrient capture. The City of White Bear Lake (WBL) showed their support for the project by earmarking $15,000 towards the project. The Birch Lake Improvement District (BLID) has also been very supportive. Kristine applied for a Clean Water Fund (CWF) Grant from the Board of Soil and Water Resources (BWSR) for which we have been awarded $97,000. Staff is requesting the Board consider the Grant Agreement from BWSR, designate an authorized signature for grant-related documents, and give approval for the watershed to move forward with the grant process. If the Board approves of moving forward, Kristine will be submitting a Work Plan to BWSR for the grant. If that meets their requirements, we would have the money available in April.

Kristine has also received a proposal from Barr Engineering to provide the necessary engineering and technical oversight for this project, as required by BWSR. Barr has estimated a cost of $30,000 to complete the necessary tasks (a copy of the proposal is with your Board packet). This cost is reasonable, given the items we are asking them to complete and staff recommends approval.

For today’s meeting, staff requests the following:

1. Approve staff to move ahead with the BWSR CWF Grant by submitting the work plan and grant agreement to BWSR, and to designate who will be an authorized signer for grant documents.
2. Approve the Barr Engineering proposal to perform final engineering and technical oversight for the Birch Lake project so as to meet the requirements defined by BWSR.
February 15, 2018

Ms. Stephanie McNamara  
Administrator  
Vadnais Lake Area Water Management Organization (VLAWMO)  
800 County Road E East  
Vadnais Heights, MN 55127


Dear Ms. McNamara:

Thank you for the opportunity to submit this proposal to provide engineering services to VLAWMO for the design and implementation of an outlet retrofit with an iron-enhanced sand filter at the 4th & Otter wetland location to improve the stormwater quality entering Birch Lake.

This engineering estimate includes preliminary and final project design, contract documents, bid administration and oversight of the project construction proposed for the 4th & Otter wetland location. Table 1 summarizes the work items and the estimated cost.

Project Scope
The project includes the following work tasks.

1. Compilation of preliminary design information and project kickoff meeting

Barr will prepare preliminary project design information and work with watershed and/or city staff to schedule a kickoff meeting to discuss the current conditions, conceptual design of the previous retrofit study, site access and restoration requirements, permitting, maintenance considerations and suggestions for final design at the 4th & Otter wetland location. Following this kickoff meeting, Barr will provide city staff with detailed instructions for survey and utility location assistance for developing construction plans.

2. Preparation of preliminary design plans and Engineer’s estimate of costs

After the detailed survey and utility location results have been obtained, Barr update the hydrologic/hydraulic modeling and develop preliminary project design plan(s) for the construction of the wetland outlet/iron-enhanced sand filter components of the project, as well as any necessary considerations to retrofit stormwater inflows and outflows to eliminate short-circuiting at the wetland site. All of the preliminary design features of the project will be developed and quantities/unit costs will be
estimated to inform the Engineer's estimate of costs, which will be submitted for review and comment. Barr will respond to questions and comments and begin work on final project design.

3. Final design and preparation of contract documents

For this task, Barr will finalize the project design plans, develop specifications, and bid documents, including an updated bid form and Engineer's estimate of costs. Specifications will also include available information about access routes, limits of disturbance, and site access restoration requirements.

We will prepare contract documents for requesting contractor bids and subsequent implementation of the project. This task includes preparing technical specifications and incorporating front-end documents for project implementation. Front-end documents will consist of Request for Bids, Bid Form, Agreement, General Conditions, and Supplementary Conditions. The front-end documents will be based on standard construction documents provided by VLAWerO or the City of White Bear Lake. Technical specifications will be prepared using the Construction Specifications Institute (CSI) standard format. Contract Documents will provide potential contractors with the necessary information to provide a bid on the project and also to perform the work. It is assumed that a single contract will be developed and applied to all of the work and that no NPDES permit will be required for construction activities.

4. Bid administration

Project administration will consist of distribution of contract documents (1 electronic copy assumed) including preparation of request for bids, preparation of addenda, assistance during contract offering period including answering bidder's questions and review of qualifications and bid submittals, as well as recommendations for contract award.

Our costs for this task assume that a single round of quotes will be fielded for the project. Project changes necessitating additional refinements to the Contract Documents are not included in the estimated cost for this task.

5. Construction oversight

Our scope includes construction oversight and contract administration tasks. The costs for this work are dependent on the contractor's schedule, changes in the work and the amount of observation required to ensure that the iron-enhanced sand filter is properly installed and functioning. Barr will provide ongoing on-site observation during construction activities to ensure that the selected contractor is performing the work in accordance with the Contract Documents. The costs for this work assumes a single phase of construction activities. Our proposed construction oversight services include:

- Attendance at a pre-construction meeting
- Review of product suppliers and shop drawings
- Review and comment on contractor's erosion control plan
- Oversight of the contractor, including documentation of field measurements, observations and compilation and evaluation of contractor's daily records
- Clarifying of the Contract Documents to the contractor during the construction process
• Reviewing payment applications

• Project close-out, including compilation of project records and submittal to VLAWMO and the City

Our assumptions for costs for this task do not include issuance of field orders and change orders as necessary for the completion of the project.

## Estimated Cost and Schedule

The following table summarizes the estimated costs associated with each task described in the scope of services. This scope of services does not include the cost for meetings or site visits in addition to those already included in the written scope of work.

The table also shows the estimated schedule for the completion of the project tasks. The schedule assumes authorization to proceed by the District no later than March 15, 2018.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description of Task</th>
<th>Amount</th>
<th>Estimated Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compilation of preliminary design information and project kickoff meeting</td>
<td>$ 5,000</td>
<td>April 2018</td>
</tr>
<tr>
<td>2</td>
<td>Preliminary design plans and Engineer’s estimate of costs</td>
<td>$ 10,000</td>
<td>June 2018</td>
</tr>
<tr>
<td>3</td>
<td>Final design and preparation of contract documents</td>
<td>$ 6,000</td>
<td>August 2018</td>
</tr>
<tr>
<td>4</td>
<td>Bid administration</td>
<td>$ 4,000</td>
<td>October 2018</td>
</tr>
<tr>
<td>5</td>
<td>Construction oversight</td>
<td>$ 5,000</td>
<td>December 2018</td>
</tr>
<tr>
<td></td>
<td><strong>Total Estimated Project Cost</strong></td>
<td><strong>$ 30,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

This Agreement will be effective for the duration of the services, unless earlier terminated by either VLAWMO or us. We will commence work on Task 1 upon receipt of a copy of this letter signed by your authorized representative.

We will inform you of our progress through periodic (e.g., bi-weekly) e-mail updates, telephone calls, invoice details, and other communications.

For the services provided, we will bill the District approximately monthly. The cost of the services will not exceed $30,000 without prior approval by VLAWMO. Work beyond the scope outlined above will be billed on a time-and-expense basis in accordance with our fee schedule, following your written permission or otherwise negotiated with you.

We understand you or your designees have the authority to direct us. We will direct communications to you at Vadnais Lake Area Water Management Organization, 800 County Road E East. Direction should be provided to Greg Wilson at the letterhead address.
During the term of this Agreement, we will maintain the following insurance coverages:

- Worker Compensation ................................................................. Statutory
- Employer Liability ................................................................. $500K per claim/$500k aggregate
- Commercial General Liability .............................................. $1M per claim/$2M aggregate, combined single limit
- Automobile .................................................................................. $1M combined single limit
- Umbrella/excess policy as to above coverages ................................ $10M aggregate
- Professional Liability (claims-made) ........................................ $5M per claim/$5M annual aggregate

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us.

Sincerely yours,
Barr Engineering Co.

By __________________________
Henry (Hal) M. Runke, Ph.D., Limnologist
Vice President

Accepted this ___ day of ________, 2017

Vadnais Lake Area Water Management Organization

By __________________________
This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Vadnais Lake Area WMO, 800 East County Road E Vadnais Heights Minnesota 55127 (Grantee).

**This grant is for the following Grant Programs:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C18-2907</td>
<td>Birch Lake Hot Spot Remediation</td>
<td>$97,000</td>
</tr>
</tbody>
</table>

**Total Grant Awarded:** $97,000

**Recitals**

1. The Laws of Minnesota 2017, 1st Special Session, HF 707 4th Engrossment, Article 2, Section 7, appropriated Clean Water Funds (CWF) to the Board for the FY 2018 Competitive Grants Program.
3. The Board adopted Board Resolution 17-95 to allocate funds for the FY 2018 Competitive Grants Programs.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:  
**TITLE** Kristine Jenson, VLAWMO Senior Program Manager  
**ADDRESS** 800 East County Road E  
**CITY** Vadnais Heights, MN 55127  
**TELEPHONE NUMBER** 651-204-6074

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

**Grant Agreement**

1. **Term of Grant Agreement.**
   1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. The State’s Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.
   1.2. **Expiration date:** December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

2.1. Implementation: The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. Reporting: All data and information provided in a Grantee’s report shall be considered public.

   2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over $500,000 will also require a reporting of expenditures by June 30 of each year.

   2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

   2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2021 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. Match: The Grantee will ensure any local match requirement will be provided as stated in Grantee’s approved work plan.

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

4. Terms of Payment.

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant’s total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

4.6. Contracting and Bidding Requirements per Minn. Stat. §471.345, Grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

   4.6.1. If the amount of the contract is estimated to exceed $100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).
4.6.2. If the amount of the contract is estimated to exceed $25,000 but not $100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

4.6.3. If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

4.6.4. Support documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

4.6.5. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. **Conditions of Payment.** All services provided by the Grantee under this Grant Agreement must be performed to the State’s satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR’s obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

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

   6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

   6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

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

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

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

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

8.2. The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

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

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

11. Publicity and Endorsement.

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

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

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

13. Termination.

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

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

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

15. Prevailing Wage. It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics...
employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

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

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

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

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

Approved:

Vadnais Lake Area WMO

By: ____________________________
    (print)

______________________________
    (signature)

Title: __________________________

Date: __________________________

Board of Water and Soil Resources

By: ____________________________
    (print)

______________________________
    (signature)

Title: __________________________

Date: __________________________
V.E Pilot Watershed funding program and funding priorities

Background:

The Board of Water and Soil Resources (BWSR) Board has directed some of the Clean Water fund money to toward a metro area pilot project – Watershed based funding. The funding would go toward funding projects or programs in approved local water plan. In Dec, 2017 they adopted the guiding principles, policy and allocations. Locally this means they have divided the metro area pot of money they have for this pilot program (2018-2019) by counties using percentage of land area each county has. Ramsey County will get $422,000 for this two-year period. BWSR has more information: Watershed based funding pilot. Local agencies with an approved local water plan with targeted and measurable projects are eligible. Projects are eligible if they are in the watershed water plan. If the 26 agencies (watersheds, cities, Ramsey Conservation District) in Ramsey County can submit a plan with priority projects/programs with measurable outcomes before June 30, we get to direct the funding where we think it will do the most good. Otherwise BWSR will use the pot of money as a competitive grant program and it might be pooled with other counties if they too don’t come up with a collaborative plan.

There is a Ramsey County proposal under discussion that would divide up the $422,000 by watershed land area. Using that formula, VLAWMO could receive $53,000- $59,000 for the two year pilot (depending on whether or not Ramsey Conservation District gets a cut). Our land area covers about 13.5% of Ramsey County. Consider the roughly 26 local government units that might have an approved local water plan. If the pot was divided between all of us, we might each get about $17k. The grant administration takes a significant amount of time (i.e. approved work plan, regular reporting, etc.). Frankly at VLAWMO, we have found the grant amount should be at least $50,000 in order to justify the amount of staff time needed for the all the paper work and reporting. The $53,000 would be useful to VLAWMO. $17k would be a big drain on staff time with very little to show for it. Some of the other local agencies may well feel the same way. That’s why dividing this particular pie into larger pieces makes sense. I’m giving you the link to the Policy for this pilot as well which sets up what would be considered eligible (water improvement, not maintenance, not roads, bridges or trails, etc.) link: Watershed Funding Policy.

There will be a convening meeting inviting all agencies set up in March for both Anoka and Ramsey counties. How the funds will be allocated - Watershed basis or some other system will be a first order of business. Any local unit has the option to opt out if they feel the amount of funding vs requirements & administration is not worth their time. After that which projects or programs will be submitted by June 30th must be considered. Which brings us to the need for VLAWMO Board direction.
**Board Action:** The BWSR process requires that each local government unit that elects to participate in this collaborative process designate a representative that may speak and make decisions for the VLAWMO at meetings.

**Recommendation:** that the Board designate it’s administrator to be its delegate concerning the Watershed based funding program and to speak for the Board at meetings.

**Board Discussion:** Staff brought a list of projects and programs that are in the 2017-2026 Water Plan to the last TEC meeting for discussion and recommendations. Following are a list of their top recommended projects for your preliminary discussion – not in any order. Keep in mind that we are talking about $53,000 that will need to have a 10% local match. It would be useful to have direction on priorities by your April meeting.

- **Goose Lake shoreline restoration.** This could be in any of three area. There are significant erosion areas on West Goose – Ski Otter show area and the Cabin 61 shoreline and on East Goose – Polar car dealership channel.

- **Spent lime feasibility study.** Preliminary data collection of water chemistry and sediment analysis has already been done on Oak Knoll pond (Wood Lake). This would take it to the next step of designing a pilot project that could help us understand if treating with spent lime is good tool to use on some of very nutrient rich waters.

- **Increase cost-share funding.** The Board may in particular want to fund either in the smaller LL1 program that generally goes to homeowners or in the larger project funding, LL2 which could go for municipal or business projects. Some of the other metro watershed use this to fund city water enhancement projects.

- **Wilkinson Load study.** We have been gathering data on what is coming in from the drainage area of this impaired water already. More monitoring is slated for this summer to better identify where the nutrient loading is coming from. The Load study would take all the available data to run models allowing a better understanding the lake. The study would also identify the best practices most likely to improve the water quality and health of the lake.
To: the Board of Directors

From: Dan Jones, Chair

Re: Administrator Annual Review

The Board and the Technical Commission was invited to offer comments on the general management of the watershed in a variety of areas of the administrator’s job description.

Primary responsibilities:

1. Leadership & guidance for staff with positive working environment
2. Identify staffing needs. Provide timely feedback on performance and complete annual reviews. Establish clear chain of command. Provide other human resources admin including insurance.
3. Assistance to Board committees
4. With staff, generate & present watershed plans, projects, project budgets, solutions and recommendations.
5. Represent the watershed at meetings hosted by others.
6. Provide an excellent working relationship with local, state and federal agencies, and members of the media. Provide voice for the watershed.
7. Ensure VLAWMO has needed resources from partner agencies including administrator meetings, conferences, and electronic sources.
8. With staff, prepare Annual Report including Program, Financial including audit, and monitoring report as required. Develop annual work plans with staff, Board and TEC. Complete other required reporting.
9. With bookkeeper, process monthly bills, deposits, banking, and appropriate BOD & TEC approvals.
10. Identify and budget for equipment and personnel support to implement the Water Plan.
11. Budget preparation with input from staff, BOD & TEC.
12. Provide fiscal oversight and monitor income & expense for the watershed with staff, TEC & BOD.
13. Assist consultant and staff to administer the Storm sewer utility.
14. Work with staff to seek & obtain grants, loans and other funding needed to implement the Plan.

Secondary and support functions

1. Review projects and programs with project managers to monitor and guide progress and direction. Provide technical or administrative support as needed. Occasional direct project management.
2. Review all non-straightforward Wetland Conservation Act administration with staff to clarify process. Assist in commenting on development plan reviews and stormwater plans.
To: the Board of Directors
From: Staff

RE: VI. Consent Agenda

VI.A Contract for Laboratory Analysis for 2018 – Brian Corcoran
Staff sent out RFP’s for 2018-2019 monitoring analysis. Three companies responded. Ramsey County Labs no longer does commercial analysis, Pace and RMB Laboratory provided proposals. Analysis will be for both our regular monitoring program as well as the wetland treatment pilot project. Staff summarized the proposals from both Pace and RMB at the February 9, 2018 TEC meeting (proposals are in the packet). The TEC has recommended to the Board that VLAWMO contract with RMB Laboratories for the 2018-2019 monitoring seasons.

VI.B Renewing Ramsey County GIS Users Group (RCGISUG) JPA – Tyler Thompson
Staff is recommending the approval and signing of the 2018-2020 Joint Powers Agreement to continue in partnership with the Ramsey County GIS Users Group. This is a 3 year JPA. The prior JPA expired at the end of 2017, and this new JPA contains the exact same language as the previous, but with updated and current dates. As a member of the RCGISUG, VLAWMO pays an annual due of $254.26 and is a voting member and receives access to products and services funded by the Users Group. The annual due has not increased since 2006, and is not projected to change.
This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

ARTICLE I. INTENT OF THIS AGREEMENT

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

ARTICLE II. DEFINITIONS

Section 1. Members means those Governmental Units that have executed this Joint Powers Agreement and have paid the annual membership dues as provided in Article X.

Section 2. Governmental Unit has the meaning set forth in Minnesota Statutes §471.59.

Section 3. Users Group means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4 The Officers will be elected annually by the Board.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum.

ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The organizational meeting shall include: the election of officers; the adoption of by-laws and other procedures governing the conduct of its meetings and its business as it deems appropriate; the adoption of the Users Group Budget; review of the operating procedures within this Agreement.
Section 3. The Board shall approve and adopt the formula for the distribution of Ramsey County GIS data and the funding of special projects. This formula shall be reviewed annually by the Board.

Section 4. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities.

Section 5. The Chair presides at Users Group meetings. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

(i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;

(ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;

(iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;

(iv) Purchase, hold, or dispose of real and personal property;

(v) Contract for space, commodities or personal services with a Member or group of Members;

(vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;

(vii) Appoint a fiscal agent.

ARTICLE V. NEW MEMBERS

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

Section 3. New Members will pay the current one-time membership fee and the annual membership dues for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 3, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY

Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County for the County GIS Data. Components will include the collection of aerial photography and maintenance of digital physical features derived from aerial photography.
Section 2. The GIS Data should consist of the following components generated and maintained by the County:

(i) The Ramsey County Digital Base Map;

(ii) The Ramsey County Attribute Database;

(iii) The Physical Features Data.

Section 3. The Board shall determine whether it is satisfied with the content, accuracy, and timeliness of the data provided to Ramsey County.

ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

ARTICLE VIII. DATA ACCESS AND USAGE

Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be made available to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE IX. DATA SECURITY

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

ARTICLE X. FINANCIAL MATTERS

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member.
Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership dues. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Membership Fee: New Members shall pay a one-time membership fee of $500 to the Users Group for the calendar year in which they are accepted into the User Group. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members.

Section 5. Annual Membership Dues: Members shall commit to payment of Annual Membership Dues, except where limited by State Statutes.

Section 6. Special Projects Assessments: Members who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members who are part of the project will be assessed to meet the cost of the project.

Section 7. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

ARTICLE XI. TERM

Section 1. The Term of this Agreement is January 1, 2018, through December 31, 2020.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2020 and be agreed upon and signed on or before December 31, 2020.

ARTICLE XII. TERMINATION

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

(i) Any balance of the Annual Membership Dues. This commitment applies to all Members;

(ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

Termination of membership prior to expiration of the Agreement shall make the Governmental Unit ineligible to re-join the User Group during the Term of this Agreement.

ARTICLE XIII. DISSOLUTION

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.
Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

**ARTICLE XIV. ACCESS TO DOCUMENTS**

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

**ARTICLE XV. HOLD HARMLESS**

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section 3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

**ARTICLE XVI. EQUAL EMPLOYMENT OPPORTUNITY**

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

**ARTICLE XVI. DATA PRACTICES**

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.
IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of ___________, ________.

ORGANIZATION ______________________________________

Approved:

By:___________________________________________________

( Mayor / Chair / President )

By:___________________________________________________

( City Manager / Administrator )

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION: ALTERNATE DIRECTOR (IF APPLICABLE):

Name:____________________________________

Phone:____________________________________

Email:____________________________________

Name:____________________________________

Phone:____________________________________

Email:____________________________________

By:___________________________________________________

( Chair of Users Group )
VI.C Continuing contract with Ramsey Conservation District

VLAWMO contracts with Ramsey Conservation District as do other watersheds for a variety of technical services. They have helped with channel restoration design, rain garden designs, vegetation and bathymetric surveys and have completed retrofit analysis of all VLAWMO subwatersheds. This 2018-2019 contract is for service as needed with a cost not to exceed $14,000.

To:        Board of Directors

From:  Stephanie McNamara, Administrator

Date:    February 17, 2017

Re: V.5. Designation of Legal Counsel and Legal Publication and 2018 meeting dates

1. Legal counsel

VLAWMO seeks proposals for professional services such as legal counsel and auditor. This was done and consultants were selected for a 2 year period. At this point, the Board is confirming the appointments for 2018.

Kennedy & Graven – Troy Gilchrist, current counsel

Recommendation: confirmation of the services of the firm of Kennedy & Graven, principal attorney, Troy Gilchrist for 2018 on an as-needed basis.

2. Legal Publication

Recommendation: that VLAWMO continue to use Press Publication for public notices to our jurisdiction and VLAWMO will advertise in League of MN Cities publication as appropriate.

3. 2018 Meeting dates

Setting of regular meeting dates (4th Wednesday starting Feb.). Please confirm the following or indicate any desired changes:

February 28       August 22
April 25          October 24
June 27           December 12
<table>
<thead>
<tr>
<th>Programs &amp; Projects</th>
<th>Effort Level</th>
<th>Completion Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Projects</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sucker Lake Channel</td>
<td>MED</td>
<td>Spring 2018</td>
<td>2017 Construction is complete. Spring 2018 will include installation of native plants, signage, and fencing.</td>
</tr>
<tr>
<td>Lambert Creek - Koehler</td>
<td>MED</td>
<td>2017</td>
<td>Project complete, grant finalized</td>
</tr>
<tr>
<td>Birch Lake</td>
<td>MED</td>
<td>2017</td>
<td>The automated sampler is uninstalled at 4th &amp; Otter. We should hear on grant request in December.</td>
</tr>
<tr>
<td>Whitaker Wetlands</td>
<td>MED</td>
<td>2017</td>
<td>Project about 90% complete, solar panels, plantingd and battery packs will be installed next spring</td>
</tr>
<tr>
<td><strong>Programs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach</td>
<td>HIGH</td>
<td>ongoing</td>
<td>VLAWMO is partnering with Ramsey-Wash MWD on a Smart Salting level 2 workshop on April 11th. Jan 2018 newspapers: WB Press (Birch Lake grant) and North Oaks News (general update). Upcoming: 6-part article series on wetlands (WB Press). Upcoming events include: VHDEC Business &amp; nonprofit appreciation event (March 21, 4:30-6:30), VLAWMO</td>
</tr>
<tr>
<td>Education</td>
<td>MED</td>
<td>ongoing</td>
<td>School visits and raingarden maintenance events. Developing customized raingarden maintenance guides for each school in VLAWMO.</td>
</tr>
<tr>
<td>WAV</td>
<td>MED</td>
<td>ongoing</td>
<td>WAV is working on new booth display activities and a video about Spring/summer lawn care. Structured volunteer descriptions for recruitment are being developed.</td>
</tr>
<tr>
<td>Cost Share</td>
<td>MED</td>
<td>ongoing</td>
<td>Cost share program is wrapped up for 2017, $4000 will be carried into 2018 for open grants.</td>
</tr>
<tr>
<td>GIS</td>
<td>MED</td>
<td>ongoing</td>
<td>Ditch 14 and branch survey, MIDS, online maps</td>
</tr>
<tr>
<td>Monitoring</td>
<td>MED</td>
<td>ongoing</td>
<td>Working on year end monitoring report, continuing chloride samples on birch lake</td>
</tr>
<tr>
<td><strong>Admin &amp; Operation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLMPs</td>
<td>MED</td>
<td>2017</td>
<td>Charley SLMP draft is complete and posted for stakeholder review.</td>
</tr>
<tr>
<td>Audit &amp; annual reporting</td>
<td>MED</td>
<td>April 2018</td>
<td>The 2017 Annual audit is scheduled for Feb. 2018; Annual report will be ready by the April Board</td>
</tr>
<tr>
<td>Administration</td>
<td>HIGH</td>
<td>2018</td>
<td>Jan. pymts have been received from the counties.</td>
</tr>
<tr>
<td>WCA</td>
<td>MED</td>
<td>ongoing</td>
<td>Working on year end WCA reporting for BWSR.</td>
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### FINANCIAL SUMMARY as of 12/4/2017

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<tr>
<td>4M Plus (1.23)</td>
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<td>$353,708</td>
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### CD's 4M Term Series

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<th>Term Series</th>
<th>Amount</th>
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<td>Term series</td>
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### Budget Summary

<table>
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<tr>
<th>Summary</th>
<th>Actual Expense YTD</th>
<th>2018 Budget amended</th>
<th>Remaining in Budget</th>
<th>% YTD</th>
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<tr>
<td>Operations</td>
<td>$81,336</td>
<td>$558,090</td>
<td>$476,754</td>
<td>15%</td>
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<tr>
<td>CIP</td>
<td>$85,462</td>
<td>$529,850</td>
<td>$444,388</td>
<td>16%</td>
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<tr>
<td>Total</td>
<td>$166,798</td>
<td>$1,087,940</td>
<td>$921,142</td>
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### BUDGET #

#### INCOME 5.1

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#### EXPENSES

### 3.1 Operations & Administration

| 3.110 | Office - rent, copies, post tel supplies | $3,848 | $3,848 | $23,700 | $0 | $19,852 | $23,700 | 16% |

### 3.2 Monitoring and Studies

| 3.210 | Lake and Creek lab analysis | $0 | $0 | $22,500 | $0 | $22,500 | $22,500 | 0% |

### 3.3 Education and Outreach

| 3.310 | Public Education | $0 | $89 | $7,000 | $200 | $7,111 | $7,200 | 1% |

### 3.4 Subwatershed Activity

| 3.410 | Gem Lake | $0 | $0 | $0 | $0 | $0 | $0 |

### 3.5 Regulatory

| 3.510 | Engineer Plan review | $0 | $0 | $2,000 | $0 | $2,000 | $2,000 | 0% |

### Capital Improvement Projects and Programs

| 3.481 | Landscape 1 | $252 | $252 | $24,000 | $4,500 | $28,248 | $28,500 | 1% |
| 3.482 | Landscape 2 | $0 | $0 | $30,000 | $0 | $30,000 | $30,000 | 0% |
| 3.483 | Project Research & feasibility | $4,668 | $7,197 | $5,000 | $16,500 | $14,303 | $21,500 | 33% |
| 3.484 | Facilities Maintenance | $0 | $0 | $5,000 | $25,710 | $30,710 | $30,710 | 0% |

| **Total CIP & Program** | $10,395 | $85,462 | $240,900 | $288,950 | $444,388 | $529,850 | 16% |

| **Total of Core Operations & CIP** | $48,931 | $166,798 | $771,400 | $316,540 | $921,142 | $1,087,940 | 15% |

### Fund Balance

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Jan 1 - Feb 9, 18  

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### January 13 through February 9, 2018
#### Cash Basis

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February 2018

To: The VLAWMO Board of Directors

From: Staff

Re: VII. Operation & Admin Reports

B. Project Updates
1. Whitaker Wetlands
   The monitoring plan is currently being written for testing to begin this spring. VLAWMO will be testing the wetlands ability to remove nutrients and bacteria and the U of M will be testing the wetlands effectiveness at removing pathogens. Once things thaw out the solar panel and pump will be installed along with the plantings.

2. Sucker Channel Restoration
   Ramsey County has been conducting the bid process for the final part of the Sucker Channel Restoration – the installation of native plants to act as a buffer. This part of the project received a Clean Water Fund grant (administered by Ramsey Conservation District). Staff may have an update on who was awarded the bid. Planting is schedule to be done this spring, as soon as the weather will allow.

3. Goose Lake and Oak Knoll Pond Technical Memo
   Barr Engineering will be providing their technical memo regarding the nutrient reduction possibilities for these waterbodies. Additional monitoring was done this past fall, as well as sediment core analysis, to provide more insight as to the viability of using alum to reduce nutrients in the lake, as well as looking into the possibility of using spent-lime, perhaps in Oak Knoll Pond, to analyze its efficacy as a nutrient reduction BMP. That memo may not be available in time for the Board meeting but staff wanted to keep you abreast of this project.
February 28, 2018
To: The VLAWMO Board of Directors
From: Nick Voss, Education and Outreach Coordinator
Re: VIII.B Water Matters mini-workshops

“Water Matters Series”

Staff are interested in reviving a long-lost VLAWMO tradition, the Water Matters series. This idea would be a 15-20 minute talk about a specific topic related to VLAWMO's work, and would occur prior to a board meeting. 10 minutes would be provided for questions, and the remaining time reserved for snacks, refreshments, and transitioning before the board meeting.

To make this idea work efficiently, we recommend the talk to begin at 6:15.

A major benefit to these talks that didn’t exist year ago when VLAWMO did this, is that each talk will be recorded and used as a valuable education/outreach tool. In this way, we hope to foster internal and external communication and learning to advance the mission of VLAWMO. The public is invited to each talk, but the recording is the likely mechanism to get this information out to the public. The time spent before a board meeting also serves as informal networking.

Each talk would invite a guest speaker who’s an expert in the sub-topics that relate to VLAWMO’s work:

- Aquatic Invasive Species
- Groundwater
- Water quality
- Road salt
- BMP (best management practice) design and function
  - Shoreline restorations
  - Raingardens
  - Bio swales and underground retention basins
- Wetland health and function

Examples of where the experts would be coming from include:
- Blue Water Science (VLAWMO’s partner in fish surveys)
- Business contractors such as Natural Shore Technologies
- MN DNR
- MPCA
- Freshwater Society
- Metropolitan Council

We look forward to your discussion, ideas, and interests in both how this idea can work practically, as well as the content staff should strive for based on VLAWMO’s needs. Contact Nick for questions and suggestions.