

## BOARD OF DIRECTORS MEETING AGENDA

7:00 PM

April 27<sup>th</sup>, 2022

Vadnais Heights City Hall – Council Chambers

- I. **Call to Order**, Chair, Jim Lindner
- II. **Approval of Agenda** 🐦
- III. **Approval of February 23, 2022 Board Meeting Minutes** 🐦 pg. 2
- IV. **Visitors and Presentations**
  - A. Welcome Lauren
  - B. TEC Report and Financial – April – Paul Duxbury pg. 11
  - C. Public visitors –non agenda items
- V. **Consent Agenda** 🐦
  - A. Consider WHEP MOU pilot project w/ Tamarack NC and Ramsey County 🐦 pg 20
  - B. Update on Carp project pg. 25
  - C. City Hall wooded wetland and Ramsey County Park restoration progress update pg. 26
- VI. **Business**
  - A. **Administration**
    1. Consider 2021 Audit- presentation Liz Cook–CLA /Phil 🐦 -10 mins. pg. 27
    2. Public Drainage policy- authorize distribution of draft to member communities for review /comment. 🐦 Phil/Brian /Troy PPT -15 mins. pg. 34
    3. Consideration of 5-year partnership projects table 🐦 Phil -15 mins. pg. 51
    4. Discussion on rough draft preliminary 2023 budget Phil -15 mins. pg. 63
    5. Consider position on boundary with City of Shoreview 🐦 – Phil -5 mins. pg. 69
  - B. **Projects**
    1. Consider engineering RFP for design of Wilkinson BMP-Dawn 🐦-10 mins. pg. 74
    2. Consider Cost –share - NOHOA entrance raingarden –Lauren 🐦-5 mins. pg. 101
- VII. **Discussion**
- VIII. **Administration Communication**
- XI. **Adjourn: Next regular meeting: June 22, 2022**

MINUTES OF THE BOARD OF DIRECTORS – FEBRUARY 23, 2022 REGULAR BOARD MEETING

Attendance		Present	Absent
Jim Lindner, Chair	City of Gem Lake	x	
Tom Watson	City of North Oaks	x	
Rob Rafferty	City of Lino Lakes	x	
Ed Prudhon	White Bear Township		x
Dan Jones, Vice Chair	City of White Bear Lake	x	
Patricia Youker, Secretary-Treasurer	City of Vadnais Heights	x	
Phil Belfiori	Administrator	x	
Brian Corcoran	Water Resources Mgr.	x	
Dawn Tanner	Program Development Coord.	x	
Nick Voss	Education & Outreach Coord.	x	

**Others in attendance:**

Joe Bischoff, Barr Engineering  
Emily Jennings, SEH

**I. Call to Order**

The meeting was called to order at 7 pm by Chair Lindner.

**II. Approval of Agenda**

The agenda for the February, 2022 Board meeting was presented for approval.

A motion was made by Rafferty and seconded by Youker to approve the February Board meeting agenda. Vote: All aye. Motion passed.

**III. Approval of Minutes**

The minutes from the December 8, 2021 Board meeting are placed on the agenda for approval, as presented. No comments from the Directors.

A motion was made by Watson and seconded by Youker to approve the December, 2021 Board meeting minutes. Vote: Lindner: aye, Watson: aye, Rafferty: aye, Jones: aye, Youker: aye. Motion passed.

**IV. Visitors and Presentations**

**A. TEC Report and Financial Report**

Belfiori described the TEC report to BOD and February financial report as submitted in the Board packet. Belfiori highlighted initiatives in biochar, aquatic plant management, and the Wilkinson Lake subwatershed project and to consult the Board packet for more details.

**B. Public Visitors – non-agenda items**

None.

**V. Consent Agenda**

Chair Lindner asked if any Board members wished to speak on any of the consent agenda items; (none). Consent agenda items were listed on the agenda and included in the February, 2022 Board packet as follows:

- A. Consider authorizing the Board Subcommittee to approve hire of Watershed Tech. and Program Coordinator Position
- B. Consider Authorizing payment of Tyler Thompson severance
- C. Update on UMN Biochar payment and MPCA change order
- D. Consider scope for 2022 Carp Management on Pleasant with Carp Solutions, Inc.
- E. Consider Annual Report consideration of draft and submittal to BWSR et. al
- F. Consider Sucker/East Vadnais SLMR
- G. Consider W Vadnais Carp/Rough-fish efforts in 2022 with Carp Solutions, Inc. (partnership with RWMWD)
- H. Consider 2022/23 service agreement with Ramsey Conservation Dist.
- I. Consider Minutes from 1/26 strategic planning workshop
- J. Consider LMC liability coverage waiver form
- K. MDA Invasive Species Treatment Grant Awarded
- L. Consider Designation of Legal Publication – Press Publications and VLAWMO website
- M. Consider 2022 Board Meeting Dates

A motion was made by Rafferty and seconded by Jones to approve the Consent Agenda. Vote: Lindner: aye, Watson: aye, Rafferty: aye, Jones: aye, Youker: aye. Motion passed.

**V. Business**

**A. Administration**

**1. Election of Board, Subcommittee officers and appointment of TEC chair/officers**

A motion was made by Jones to nominate Lindner for chair, and was seconded by Rafferty. Vote: Lindner: abstained, Watson: aye, Rafferty: aye, Jones: aye, Youker: aye. Motion passed.

A motion was made by Youker to nominate Jones for vice chair, and was seconded by Watson. Vote: Lindner: aye, Watson: aye, Jones: abstained, Rafferty: aye., Youker: aye. Motion passed.

A motion was made by Rafferty to nominate Youker for secretary-treasurer, and was seconded by Jones. Vote: Lindner: aye, Watson: aye, Jones: aye, Rafferty: aye, Youker: abstained. Motion passed.

Subcommittee: Lindner motioned to keep the finance, policy, and personnel subcommittee the same as 2021. It was seconded by Watson. Vote: Lindner: aye, Watson: aye, Jones: abstained, Youker: aye. Motion passed.

2022 Technical Commission appointments: Watson motioned to approve the 2022 TEC appointments as recommended from the TEC at the January 12<sup>th</sup>, 2022 Technical

Commission meeting. It was seconded by Youker. Vote: Lindner: aye, Watson: aye, Rafferty: aye, Jones: aye, Youker: aye. Motion passed.

**Discussion:**

Jones noted an appreciation for Jesse Farrell for stepping into the TEC chair position.

**B. Project Reports and Updates**

Staff prepared updates for projects and programs in the February Board meeting packet.

**1. Consider resolution for VLAWMO Board position on the Aquatic Plant Management and letter to City of White Bear Lake.**

**Discussion:**

Belfiori conveyed the options that the Board of Directors has to choose from concerning aquatic plant management, organized by option A and Option B, as provided in the Board packet. Alternate options or variations of options A and B were also expressed as welcome. Phil outlined the three levels of aquatic management per the packet outline, and reminded the Board that these levels are categories that were developed based on policies and approaches of other watershed districts and water management organizations in Minnesota.

Belfiori noted that as of December, 2021 the Board had yet to specify a direction on aquatic plant management (APM). General consensus from December, 2021 appeared to favor option A, and both options presented preclude management for recreational benefit.

Rafferty inquired about how recreational benefit might combine with other management motives such as ecological improvements. Bischoff explained that APM efforts may have side benefits for recreation depending on the type of recreation and lake condition. Rafferty also expressed the possibility of not pursuing APM every year depending on the commitment of partnership, and expressed that he would understand not being able to pursue APM every year, but supports VLAWMO and its partners to have measures in place that help enable consistency.

Jones inquired why option B's first bullet point as listed in the Board packet doesn't specify an aspect of partnership in the text. Bischoff explained that option B already includes a partnership component for being associated with level 2. The text outlined in option B extends into the possibility to also lead management efforts.

Watson asked how carp and zebra mussels factor into the proposed plan, Bischoff explained that it only applies to aquatic plant management. Watson also expressed concern for ongoing costs but acknowledged that the issue is tied to water quality, to recreational use of lakes such as swimming, and is unavoidable. Watson also expressed a concern that aquatic invasive species costs and demand for their management is growing across the State of Minnesota, and that there is a certain operating capacity that organizations such as VLAWMO can handle ongoing.

Lindner commented that VLAWMO is positioned to take the lead on APM, and had expressed support for option A in the December, 2021 meeting but since then has considered the value of option B enabling leadership options for VLAWMO. Lindner explained the dynamics of certain lake groups being focused on individual lakes because of

property ownership or associations, but these benefits don't extend to lakes that lack the presence of a neighborhood or homeowners group to serve as leaders. Lindner expressed an interest to have VLAWMO weigh its options and partnerships ongoing each year regarding APM, factoring APM in with other demands and projects.

Jones expressed support for option B for the purpose of a strategy that is more versatile to all lakes in the watershed.

Belfiori outlined the Letter to the City of White Bear Lake as included in the Board packet and powerpoint presentation, reiterating the recommendation to select A or B while also providing any opportunity to amend the options as they currently read.

A motion was made by Rafferty to 1) proceed with option B, as presented, to serve as VLAWMO's aquatic plant management policy, and 2) To approve resolution 01-2022 to authorize the letter to the City of White Bear Lake dated Feb 24<sup>th</sup>, 2022, seconded by Youker. No further discussion.

## **RESOLUTION**

### **RESOLUTION NO. 01-2022**

#### **Of the Vadnais Lake Area Water Management Organization (VLAWMO)**

#### **A RESOLUTION REGARDING VLAWMO'S ROLE IN AQUATIC PLANT MANAGEMENT**

**Resolution 01-2022 was moved by Director Rafferty and second by Director Youker.**

WHEREAS, in 2021, the Board hired Barr Engineering Co. (Barr) to assist the Board in considering policies regarding VLAWMO's role in the management of aquatic plants in lakes within its jurisdiction;

WHEREAS, Barr prepared a memorandum dated December 1, 2021 ("Summary of aquatic plant management roles of select Watershed Management Organizations and Cities") that summarized aquatic plant management (APM) roles of several watershed management organizations (including VLAWMO) and cities in the Twin Cities Metropolitan Area, summarized VLAWMO's current APM-related goals and strategies in its Comprehensive Watershed Management Plan (Plan) and past APM activities, presented a range of APM roles from "Level 1" to "Level 5", and provided high level cost estimates for each APM "level";

WHEREAS, the Plan, as amended, includes the following goals and strategies to address Priority Issue 5: Aquatic invasive species (AIS) management:

Goal 5-1: In cases where AIS management overlaps with water quality improvement efforts, especially in shallow lakes (for example rough fish and curly leaf pondweed management), VLAWMO will look for opportunities to improve water quality as they align with the priorities of the VLAWMO Capital Improvements and Programs Plan.

Strategy 5-1-1: Implement rough fish management (such as harvesting or fish migration barriers) and curly leaf pondweed treatment, where applicable

Goal 5-2: Support other LGUs and partners in AIS management.

Strategy 5-2-1: Where appropriate, VLAWMO may act as a partner and fiscal agent to lake associations or other interest groups to manage AIS.

Strategy 5-2-2: Where appropriate, VLAWMO may partner with other agencies or lake associations to provide education on AIS. These partnerships will be described and approved by the Board and each opportunity will be evaluated to ensure consistency with VLAWMO’s priorities, goals, strategies and statutory responsibilities.

WHEREAS, the Plan and VLAWMO actions establish VLAWMO’s current APM role as “Level 2”—aquatic plant monitoring, education, and in-lake APM of curly-leaf pondweed (CLP) for water quality benefit, and technical support and/or cost-share for in-lake APM of other AIS in addition to CLP;

WHEREAS, the Board discussed APM roles at their December 8, 2021 Board meeting, where the directors shared their opinions on the appropriate level of APM;

**THEREFORE, BE IT RESOLVED** by the Vadnais Lake Area Watershed Management Organization Board of Directors that VLAWMO confirms its role in aquatic plant management as “Level 2” with the potential to move to “Level 3” which includes:

- **Lead or partner** to conduct aquatic plant monitoring and/or education
- **Lead or partner** for in-lake treatment/removal of Curly-leaf pondweed for water quality benefits as they align with the priorities of the VLAWMO Capital Improvements and Programs Plan.
- **Technical support** and/or **partner** for management of other aquatic invasive species (AIS) besides Curly-leaf pondweed
- **Lead** in-lake treatment/removal of other AIS to support ecological health and/or water quality on a project-by-project basis
- **Lead or partner** on native-plant introduction to support a desirable native-plant community as determined by best available science

“Level 2/3” precludes APM for recreation benefit.

Assumes that financial participation will be decided based on available budgets.

THEREFORE BE IT FURTHER RESOLVED, the Board of Directors approves the letter to the City of White Bear Lake City Manager dated Feb. 24, 2022 and authorizes it’s transmission to the City.

**WHEREUPON** the above resolution was adopted at a regular meeting of the VLAWMO Board of Directors this this 23<sup>rd</sup> day of February 2022.

The question was on the adoption of resolution 01-2022 and there were 5 yeas and 0 nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<u>Dan Jones</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Ed Prudhon</u>	<input type="checkbox"/>	<input type="checkbox"/>	X
<u>Rob Rafferty</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Tom Watson</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Patricia Youker</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Jim Lindner</u>	X	<input type="checkbox"/>	<input type="checkbox"/>

James Lindner, Chair \_\_\_\_\_ Date \_\_\_\_\_

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

2. Consider resolution related to Proposed Wilkinson/319 BMP Project

Tanner explained that the proposed resolution includes three components: The easement, MPCA grant contract, and the Barr engineering eagle memo and scope of work. Tanner provided summaries of each component as presented in the February, 2022, BOD packet in addition to the resolution for consideration. Tanner stated that the project summary was presented to VLAWMO TEC on Feb 9<sup>th</sup>, 2022, and that the TEC authorized proceeding with the project as planned.

**Discussion:**

Easement: Watson asked if there were any changes in the easement details since it was last presented, Tanner confirmed that no changes were made.

Barr Engineering eagle memo and scope of work: USFWS approve of the project going forward and request additional monitoring of the eagle nest that is near the project area during construction.

A motion was made by Watson and seconded by Jones to approve resolution 02-2022 as presented in the February, 2022, Board packet.

**RESOLUTION NO. 02-2022**

**Of the Vadnais Lake Area Water Management Organization (VLAWMO)**

**A RESOLUTION APPROVING THE FOLLOWING FOR THE WILKINSON LAKE BMP PROJECT (Project): AGREEMENT GRANTING TEMPORARY EASEMENT; MPCA 319 GRANT AGREEMENT; AND CONSIDERATION OF ENGINEERING SCOPE OF WORK FOR REMAINING SITE INVESTIGATION**

**Resolution 02-2022 was moved by Director Watson and second by Director Jones.**

WHEREAS, in 2013, VLAWMO led coordination of the MS4 entities in development of the Vadnais Lake Area WMO Total Maximum Daily Load (TMDL) and Protection Study, and 2014 Implementation Plan that included Wilkinson Lake;

WHEREAS, load reductions required to meet the TMDL are high and regional multipurpose projects are necessary to meet water-quality goals and improve Wilkinson Lake;

WHEREAS, Wilkinson Lake BMPs are identified within the implementation section of the of the approved VLAWMO Watershed Management Plan (2017-2026), funding has been planned for these years, and load reductions in Wilkinson Lake remain a high priority;

WHEREAS, priority locations for BMPs have been identified from multiple feasibility studies leading toward development of the current project and identified the current proposed, which is strategically located to treat the maximum area of upstream watershed before discharge into Wilkinson Lake, including receiving stormwater from five of the seven TMDL identified responsible parties for MS4 reductions (White Bear Township, City of White Bear Lake, North Oaks, Ramsey County, and MnDOT;

WHEREAS, in 2019, the VLAWMO Board of Directors (“Board”) participated in the in-person interview as part of the MPCA selection process for the 319/small priority watershed grant program and authorized approval of VLAWMO’s selection as a small priority watershed for 319 grant funding;

WHEREAS, in 2020/2021, the Board authorized submission to MPCA/EPA following final approval by MPCA of the Nine Key Element document (NKE) which was prepared by VLAWMO staff with coordination from MPCA;

WHEREAS, in 2021, the Board authorized the Memorandum of Understanding (MOU) and Maintenance Agreement with North Oaks Company/North Oaks Farms (NOC/NOF) for the Wilkinson BMP Project and location in North Oaks that is property of NOF;

WHEREAS, in 2021, the Board authorized the partner grant that St. Paul Regional Water Services (SPRWS) authored with VLAWMO staff to the Minnesota Department of Health to match funds in VLAWMO’s Wilkinson subwatershed budget for a total cost of \$20,000 (\$10,000 in grant funds and \$10,000 in cash match) to continue preparation for the Wilkinson BMP Project, and VLAWMO has used those funds to develop and secure an easement, including engineering support, legal guidance, and property boundary survey for the Project;

WHEREAS, in 2021, the Board authorized the Project Workplan and Budget for the current grant round of funding, understanding that the total project budget is \$534,510 (\$320,706 in grant funds and \$213,804 in cash match);

WHEREAS, the Minnesota Land Trust (signed 11/23/2021) and NOC/NOF (signed 12/7/2021) have fully authorized and signed the proposed project easement documents in the current (February 2022) Board packet, which was reviewed by VLAWMO legal counsel and provides access to the project site for construction and maintenance;

WHEREAS, NOC having signed the proposed project easement documents, staff asked MPCA in December 2021 to begin to prepare the MPCA project grant agreement for Board consideration;

WHEREAS, the MPCA project grant agreement, which contractually binds VLAWMO to implementation of the Project utilizing funding from 60% grant funds and 40% local cash match, has been prepared, was approved by MPCA/EPA, and is included in the February



2022 Board packet;

WHEREAS, in February 2022, a summary of the items that would be included in the February Board packet was presented to the TEC, and the TEC provided a recommendation to proceed with the items included in this Resolution; and

WHEREAS, the Board desires to move forward with the project and to approve the agreements and other documents needing approval at this stage in the development of the project.

**NOW, THEREFORE, BE IT RESOLVED**, by the Vadnais Lake Area Watershed Management Organization Board of Directors as follows:

1. The Board approves the Agreement Granting Temporary Easements for the project and authorizes and directs the Board Chair and Secretary to execute it on behalf of VLAWMO.
2. The Board approves, conditioned on the final execution and recording with the County of the Agreement Granting Temporary Easements, the MPCA project grant agreement and authorizes and directs the Board Chair and Administrator to execute it on behalf of VLAWMO.
3. The Board approves the proposed scope of work from Barr Engineering, and VLAWMO staff are directed to continue site investigation and Project development.

**RESOLUTION**

The question was on the adoption of resolution 02-2022 and there were 5 yeas and 0 nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<u>Dan Jones</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Ed Prudhon</u>	<input type="checkbox"/>	<input type="checkbox"/>	X
<u>Rob Rafferty</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Tom Watson</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Patricia Youker</u>	X	<input type="checkbox"/>	<input type="checkbox"/>
<u>Jim Lindner</u>	X	<input type="checkbox"/>	<input type="checkbox"/>

James Lindner, Chair \_\_\_\_\_ Date

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

3. Consider Lino Lakes North of Amelia proposal and partnership MOU

Belfiori outlined the Lino Lakes partnership and key elements of the proposed feasibility study, as outlined in the Board packet.

**Discussion:**

Watson asked Belfiori to clarify what is entailed by the environmental commission, Belfiori confirmed that Lino Lakes has an active environmental commission that will be involved in the project.

Jones inquired about the implications and responsibility concerning the ditch included in the scope. Belfiori confirmed that the specified ditch is a private ditch. Belfiori mentioned that if

the area were to be developed, more pressure would be placed on this ditch. The feasibility study analyzes what will be feasible in terms of switching the ditch into a city-operated public stormwater drainage system.

A motion was made by Youker and seconded by Jones to authorize approval of the MOU between VLAWMO and City of Lino Lakes for financial partnership not to exceed \$15,000 for development of Lake Amelia Subwatershed Management Plan /Feasibility Study. Vote: Lindner: aye, Watson: aye, Rafferty: aye, Jones: aye, Youker: aye. Motion passed.

4. Consider Amended Biochar contract for design services with SEH

Tanner reviewed the background of this effort from Feb, 2021 to today, including the identification of the Whitaker Pond site as a potential alternative location for a biochar installation, with input from SEH. Other parts of the project were the Lambert sheetpile and meander, both of which were completed in 2021.

Tanner highlighted the SEH memo included in the Board packet.

Corcoran outlined the SEH scope amendment for engineering design, including the three tasks, their anticipated schedules, what was added and their associated costs as outlined in the Board packet.

**Discussion:**  
None

A motion was made by Rafferty and seconded by Youker to approve revised SEH Biochar Project engineering and design scope of work dated Feb 4, 2022 for the amount of \$34,175. Vote: Lindner: aye, Watson: aye, Rafferty: aye, Jones: aye, Youker: aye. Motion passed.

VII. Discussion/Updates

**Discussion:**  
None

VIII. Administration Communication

**Discussion:**  
Jones asked about hiring process for VLAWMO's vacant staff position, Belfiori confirmed that interviews will start on Friday.

VII. Adjourn

A motion was made by Jones and seconded by Lindner to adjourn at 8:05 pm. Vote: all aye.

Minutes compiled and submitted by Nick Voss.

# Financial Report - April, 2022

Apr-22		Actual 4/1/22	Actual to Date	2022 Budget	2021 carry over/Grants	Remaining in Budget	2022 Available	Act vs. Budget
BUDGET #	<b>INCOME</b>							
5.11	Storm Water Utility	\$0	\$440,247	\$1,019,521	\$0	\$579,274	\$1,019,521	43%
5.12	Service Fees	\$0	\$0	\$200	\$0	\$200	\$200	0%
5.13	Interest + mitigation acct	\$47	\$89	\$1,500	\$0	\$1,411	\$1,500	6%
5.14	Misc. income - WCA admin & other	\$0	\$1,876	\$3,000	\$0	\$1,124	\$3,000	63%
5.15	Other Income Grants/loan	\$0	\$29,519	\$324,500	\$0	\$294,981	\$324,500	9%
5.16	Transfer from reserves	\$0	\$0	\$192,367	\$133,751	\$326,118	\$326,118	0%
	<b>TOTAL</b>	<b>\$47</b>	<b>\$471,731</b>	<b>\$1,541,088</b>	<b>\$133,751</b>	<b>\$1,203,108</b>	<b>\$1,674,839</b>	<b>31%</b>
<b>EXPENSES</b>								
3.1	<b>Operations &amp; Administration</b>							
3.110	Office - rent, copies, post tel supplies	\$2,023	\$8,050	\$27,097	\$0	\$19,047	\$27,097	30%
3.120	Information Systems	\$2,489	\$8,596	\$25,865	\$0	\$17,269	\$25,865	33%
3.130	Insurance	\$0	\$0	\$7,210	\$0	\$7,210	\$7,210	0%
3.141	Consulting - Audit	\$1,260	\$4,410	\$8,191	\$0	\$3,781	\$8,191	54%
3.142	Consulting - Bookkeeping	\$0	\$0	\$1,500	\$0	\$1,500	\$1,500	0%
3.143	Consulting - Legal	\$192	\$192	\$5,000	\$0	\$4,808	\$5,000	4%
3.144	Consulting - Eng. & Tech.	\$4,385	\$13,588	\$30,000	\$14,000	\$30,412	\$44,000	31%
3.150	Storm Sewer Utility	\$0	\$640	\$14,000	\$0	\$13,360	\$14,000	5%
3.160	Training (staff/board)	\$7,500	\$7,735	\$12,500	\$0	\$4,765	\$12,500	62%
3.170	Misc. & mileage	\$226	\$586	\$6,300	\$0	\$5,714	\$6,300	9%
3.191	Administration - staff	\$25,528	\$118,637	\$391,400	\$0	\$272,763	\$391,400	30%
3.192	Employer Liability	\$8,059	\$35,668	\$114,425	\$0	\$78,757	\$114,425	31%
3.2	<b>Monitoring and Studies</b>							
3.210	Lake and Creek lab analysis	\$0	\$0	\$18,000	\$0	\$18,000	\$18,000	0%
3.220	Equipment	\$201	\$361	\$3,000	\$0	\$2,639	\$3,000	12%
3.230	Wetland assessment & management	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	0%
3.240	Watershed Plan Amendment	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	0%
3.3	<b>Education and Outreach</b>							
3.310	Public Education	\$0	\$67	\$6,000	\$0	\$5,933	\$6,000	1%
3.320	Marketing	\$756	\$3,895	\$17,500	\$0	\$13,605	\$17,500	22%
3.330	Community Blue Ed Grant	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000	0%
<i>Total Core functions: Ops, Monitoring, Education</i>		<i>\$52,619</i>	<i>\$202,425</i>	<i>\$719,988</i>	<i>\$14,000</i>	<i>\$531,563</i>	<i>\$733,988</i>	<i>28%</i>
<b>Capital Improvement Projects and Programs</b>								

<b>3.4</b>	<b>Subwatershed Activity</b>							
<b>3.410</b>	Gem Lake	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	
<b>3.420</b>	Lambert Creek	\$0	\$5,176	\$44,432	\$70,000	\$109,256	\$114,432	5%
<b>3.421</b>	Lambert Lake Loan	\$0	\$0	\$38,568	\$0	\$38,568	\$38,568	0%
<b>3.425</b>	Goose Lake	\$1,322	\$19,665	\$70,000	\$10,000	\$60,335	\$80,000	25%
<b>3.430</b>	Birch Lake	\$0	\$4,145	\$10,000	\$0	\$5,855	\$10,000	41%
<b>3.440</b>	Gilf Black Tam Wilk Amelia	\$497	\$15,532	\$93,500	\$12,000	\$89,968	\$105,500	15%
<b>3.450</b>	Pleasant Charley Deep	\$3,608	\$7,786	\$35,000	\$10,000	\$37,214	\$45,000	17%
<b>3.460</b>	Sucker Vadnais	\$373	\$373	\$41,500	\$0	\$41,127	\$41,500	1%
<b>3.48</b>	<b>Programs</b>							
<b>3.480</b>	Soil Health Grant	\$0	\$111	\$5,000	\$0	\$4,889	\$5,000	2%
<b>3.481</b>	Landscape 1	\$0	\$0	\$16,000	\$0	\$16,000	\$16,000	0%
<b>3.482</b>	Landscape 2	\$0	\$6,826	\$28,000	\$17,751	\$38,925	\$45,751	15%
<b>3.483</b>	Project Research & feasibility	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
<b>3.485</b>	Facilities Maintenance	\$0	\$34,966	\$102,600	\$0	\$67,634	\$102,600	34%
<b>3.5</b>	<b>Regulatory</b>							
<b>3.510</b>	Engineer Plan review	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000	0%
	<i>Total CIP &amp; Program</i>	\$5,800	\$94,580	\$496,600	\$119,751	\$521,771	\$616,351	15%
	<b>Total of Core Operations &amp; CIP</b>	<b>\$58,419</b>	<b>\$297,005</b>	<b>\$1,216,588</b>	<b>\$133,751</b>	<b>\$1,053,334</b>	<b>\$1,350,339</b>	<b>22%</b>

<b>Fund Balance</b>	3/1/2022	4/1/2022
4M Account	\$651,935	584134
4M Plus Savings	\$324,220	324240
<b>Total</b>	<b>\$976,155</b>	<b>\$908,374</b>

<b>Restricted funds</b>	4/1/2022
Mitigation Savings	\$21,012
Term Series	\$0

**Vadnais Lake Area Water Management Orga**  
**Profit & Loss**  
**March 10 through April 13, 2022**

10:27 AM

04/04/2022

Cash Basis

**Mar 10 - Apr 13, 22**

<b>Ordinary Income/Expense</b>	
<b>Income</b>	
5.1 · Income	
5.13 · Interest	47.07
<b>Total 5.1 · Income</b>	<b>47.07</b>
<b>Total Income</b>	<b>47.07</b>
<b>Gross Profit</b>	<b>47.07</b>
<b>Expense</b>	
3.1 · Administrative/Operations	
3.110 · Office	
Copies	48.68
Phone/Internet/Machine Overhead	295.00
Postage	14.72
Rent	1,665.00
<b>Total 3.110 · Office</b>	<b>2,023.40</b>
3.120 · Information Systems	
Hardware	1,189.00
IT Support	1,300.19
<b>Total 3.120 · Information Systems</b>	<b>2,489.19</b>
3.141 · Audit	1,260.00
3.143 · Legal	191.63
3.144 · Eng. & Tech.	4,385.61
3.160 · Training (staff/board)	7,500.00
3.170 · Misc. & mileage	226.32
3.191 · Employee Payroll	
payroll	25,528.01
<b>Total 3.191 · Employee Payroll</b>	<b>25,528.01</b>
3.192 · Employer Liabilities	
Admin payroll processing	44.92
Administration FICA	1,833.72
Administration PERA	1,914.60
Insurance Benefit	4,266.10
<b>Total 3.192 · Employer Liabilities</b>	<b>8,059.34</b>
<b>Total 3.1 · Administrative/Operations</b>	<b>51,663.50</b>
3.2 · Monitoring and Studies	
3.220 · Equipment	201.13
<b>Total 3.2 · Monitoring and Studies</b>	<b>201.13</b>
3.3 · Education and Outreach	
3.320 · Marketing	756.22
<b>Total 3.3 · Education and Outreach</b>	<b>756.22</b>
3.4 · Capital Imp. Projects/Programs	
3.425 · Goose Lake	1,322.00

3.440 · Gilfillan Black Tamarack Wilkin	496.80
3.450 · Pleasant Charley Deep	3,608.00
3.460 · Sucker Vadnais	372.60
<b>Total 3.4 · Capital Imp. Projects/Programs</b>	<b>5,799.40</b>
<b>Total Expense</b>	<b>58,420.25</b>
<b>Net Ordinary Income</b>	<b>-58,373.18</b>
<b>Net Income</b>	<b><u>-58,373.18</u></b>

**Vadnais Lake Area Water Management Organization**  
**Check Detail**  
**March 10 through April 13, 2022**

10:30 AM  
04/04/2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	03/23/2022	further		Checking - 1987		-5.00
				Insurance Benefit		-5.00	5.00
TOTAL						-5.00	5.00
Check	eft	04/01/2022	Reliance Standard		Checking - 1987		-313.76
				Insurance Benefit		-90.00	90.00
				Insurance Benefit		-223.76	223.76
TOTAL						-313.76	313.76
Check	5315	03/10/2022	SEH		Checking - 1987		-1,805.25
				3.144 · Eng. & Tech.		-1,805.25	1,805.25
TOTAL						-1,805.25	1,805.25
Check	5316	04/13/2022	Dawn Tanner		Checking - 1987		-56.75
				3.170 · Misc. & mileage		-56.75	56.75
TOTAL						-56.75	56.75
Check	5317	04/13/2022	Brian Corcoran		Checking - 1987		-77.22
				3.170 · Misc. & mileage		-77.22	77.22
TOTAL						-77.22	77.22
Check	5318	04/13/2022	Nicholas Voss		Checking - 1987		-92.35
				3.170 · Misc. & mileage		-92.35	92.35
TOTAL						-92.35	92.35
Check	5319	04/13/2022	MAWD		Checking - 1987		-7,500.00
				3.160 · Training (staff/board)		-7,500.00	7,500.00
TOTAL						-7,500.00	7,500.00
Check	5320	04/13/2022	Bob Dahm		Checking - 1987		-150.00
				3.320 · Marketing		-150.00	150.00
TOTAL						-150.00	150.00
Check	5321	04/13/2022	SEH		Checking - 1987		-1,837.46
				3.144 · Eng. & Tech.		-1,837.46	1,837.46
TOTAL						-1,837.46	1,837.46

	<b>Check 5322</b>	<b>04/13/2022 CliftonLarsonAllen</b>	<b>Checking - 1987</b>	<b>-1,260.00</b>
			3.141 · Audit	-1,260.00      1,260.00
TOTAL				<u>-1,260.00</u> <u>1,260.00</u>
	<b>Check 5323</b>	<b>04/13/2022 City of Vadnais Heights</b>	<b>Checking - 1987</b>	<b>-2,023.40</b>
			Rent	-1,665.00      1,665.00
			Phone/Internet/Machine Overhead	-295.00      295.00
			Postage	-14.72      14.72
			Copies	-48.68      48.68
TOTAL				<u>-2,023.40</u> <u>2,023.40</u>
	<b>Check 5324</b>	<b>04/13/2022 Kennedy &amp; Graven, Chartered</b>	<b>Checking - 1987</b>	<b>-1,123.13</b>
			3.144 · Eng. & Tech.	-62.10      62.10
			3.143 · Legal	-191.63      191.63
			3.460 · Sucker Vadnais	-372.60      372.60
			3.440 · Gilfillan Black Tamarack Wilkin	-496.80      496.80
TOTAL				<u>-1,123.13</u> <u>1,123.13</u>
	<b>Check 5325</b>	<b>04/13/2022 Kennedy &amp; Graven, Chartered</b>	<b>Checking - 1987</b>	<b>-346.80</b>
			3.144 · Eng. & Tech.	-346.80      346.80
TOTAL				<u>-346.80</u> <u>346.80</u>
	<b>Check 5326</b>	<b>04/13/2022 City Of Roseville</b>	<b>Checking - 1987</b>	<b>-1,300.19</b>
			IT Support	-1,300.19      1,300.19
TOTAL				<u>-1,300.19</u> <u>1,300.19</u>
	<b>Check 5327</b>	<b>04/13/2022 Houston Engineering, Inc</b>	<b>Checking - 1987</b>	<b>-334.00</b>
			3.144 · Eng. & Tech.	-334.00      334.00
TOTAL				<u>-334.00</u> <u>334.00</u>
	<b>Check 5328</b>	<b>04/13/2022 SHI International Corp</b>	<b>Checking - 1987</b>	<b>-1,189.00</b>
			Hardware	-1,189.00      1,189.00
TOTAL				<u>-1,189.00</u> <u>1,189.00</u>
	<b>Check 5329</b>	<b>04/13/2022 FastSigns</b>	<b>Checking - 1987</b>	<b>-166.52</b>
			3.320 · Marketing	-166.52      166.52
TOTAL				<u>-166.52</u> <u>166.52</u>
	<b>Check 5330</b>	<b>04/13/2022 VHEDC</b>	<b>Checking - 1987</b>	<b>-80.00</b>
			3.320 · Marketing	-80.00      80.00
TOTAL				<u>-80.00</u> <u>80.00</u>



	<b>Check 5331</b>	<b>04/13/2022 Barr Engineering Co</b>	<b>Checking - 1987</b>	<b>-1,322.00</b>
			3.425 · Goose Lake	-1,322.00      1,322.00
TOTAL				<u>-1,322.00      1,322.00</u>
	<b>Check 5332</b>	<b>04/13/2022 wsb</b>	<b>Checking - 1987</b>	<b>-3,608.00</b>
			3.450 · Pleasant Charley Deep	-2,522.00      2,522.00
			3.450 · Pleasant Charley Deep	-1,086.00      1,086.00
TOTAL				<u>-3,608.00      3,608.00</u>
	<b>Check 5333</b>	<b>04/13/2022 City of White Bear Lake</b>	<b>Checking - 1987</b>	<b>-33,268.59</b>
			payroll	-25,528.01      25,528.01
			Administration FICA	-1,833.72      1,833.72
			Administration PERA	-1,914.60      1,914.60
			Insurance Benefit	-3,947.34      3,947.34
			Admin payroll processing	-44.92      44.92
TOTAL				<u>-33,268.59      33,268.59</u>

**Vadnais Lake Area Water Management Organization**  
**Custom Transaction Detail Report**  
 February 1 through April 1, 2022

1:15 PM

04/01/2022

Accrual Basis

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
<b>Feb 1 -</b>									
<b>Apr 1,</b>									
<b>22</b>									
Credit Card Charge	02/03/2022		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	36.00	36.00
Credit Card Charge	02/09/2022		adobe *photography plan		US Bank CC	√	Software	9.99	45.99
Credit Card Charge	02/11/2022		Prairie Moon Nursery	plants	US Bank CC	√	4th & Otter project	1,000.00	1,045.99
Transfer	02/21/2022			Funds Transfer	US Bank CC	√	Checking - 1987	-930.69	115.30
Credit Card Charge	02/28/2022		Adobe "Creative Cloud		US Bank CC	√	Software	32.20	147.50
Credit Card Charge	03/02/2022		University of Minnesota	project management - dawn	US Bank CC	√	3.160 · Training (staff/board)	235.00	382.50
Credit Card Charge	03/02/2022		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	36.00	418.50
Credit Card Charge	03/18/2022		Prairie Moon Nursery	plants	US Bank CC		3.220 · Equipment	21.00	439.50
Credit Card Charge	03/23/2022		Lenovo	chromebook	US Bank CC		3.320 · Marketing	359.70	799.20
Credit Card Charge	03/29/2022		Ace Hardware	hammer & bucket	US Bank CC		3.220 · Equipment	62.93	862.13
Credit Card Charge	03/31/2022		Ace Hardware	weed killer for workday	US Bank CC		3.220 · Equipment	69.97	932.10
Credit Card Charge	03/31/2022		Ace Hardware	weed killer for workday	US Bank CC		3.220 · Equipment	47.23	979.33
								<b>979.33</b>	<b>979.33</b>
<b>Feb 1 -</b>									
<b>Apr 1,</b>									
<b>22</b>									

TEC Report to the Board  
April 2022

Programs & Projects	Effort Level	Completion Date	Comments
	LOW		
	MED		
	HIGH		

Projects			Administration & Operation				
319 Biochar		2021/22	Relocation of Biochar project and feasible site conclusion complete - SEH working on design, working with Township on easement and access agreement.	Audit		2021/22	Staff currently assembling information for 2021 audit and uploading into the portal. Anticipated Board consideration at the April meeting.
East Goose Lk Adaptive Mgmt.		2021-ongoing	Anticipated next step is sending letter to City of White Bear Lake regarding approved aquatic plant management position	Budget		21/22	Staff starting work on high level draft 2023 budget for discussion with the VLAWMO Board at the April meeting.
Ditch 14 Maintenance project		2022	Phase II complete, will check in spring to make sure vegetation is establishing and if there are any areas of erosion that need attention. Working on draft VLAWMO drainage policy document.	Personnel /HR		ongoing	staff continue to pursue professional development per their approved training plans.
MPCA 319 /Wilkinson Lake BMP		2021-24	Anticipated Board consideration of proposed RFP for engineering services at the April VLAWMO Board meeting. Project easement documents and grant agreement were approved at Feb. Board meeting.	SSU		ongoing	2022 SSU rate information submitted to Ramsey and Anoka Counties in Nov.
Pleasant Lake Carp Management		2022	Work is going to attempt to locate fish for possible removal efforts	Strategic planning		early /mid 2022	Special VLAWMO Board workshop was held on January 26, 2022 to discuss strategic direction. Work has started at a staff level on the watershed plan amendment process for later in 2022.

Programs			
City/Township MS4		April-Aug	"SWPPP Chats" Partnership with Rice Creek and Ramsey Washington Watershed Districts for luncheon-type info presentations educating municipal partners on MS4 resources and strategies for use (series of 3 April - Aug). Materials development for mailing slips and infographics for MS4 assistance.
Education/Outreach		April-May	Communications planning surrounding Wilkinson/319, Vadnais/Sucker Park restoration, and other upcoming efforts. Promotion of spring workshop series such as "Drought Recovery for your Lawn" (April 14) and Blue Thumb partner workshops (Resilient Yards, Pollinator Plantings). Dispersal of water monitoring summary, watershed at a glance, annual report.
Website		April-June	Continued updating of News and Blog to feed into monthly E-newsletters. Website renovation consultations with neighboring watershed districts. "Watershed Care Calendar" posted on event calendar every 1st of the month.
WAV		April-July	"Good Neighbor Guide" production meeting May 5th, Tamarack Nature Center pilot program for wetland health monitoring (Teal Pond), Bridgewood VH raingarden kick-off planning (July event), St Marys Raingarden renovation with Eagle Scout Alex Nelson.
Cost Share & BWSR WBF		ongoing	2022 project planning. NOHOA filtration basin, VH Commons potential raingardens, WBL Rotary Nature Preserve, VH Bridgewood Park project still on schedule to complete in Spring '22.
GIS		ongoing	Sucker & East Vadnais SLMR, how-to writeups,
Monitoring		ongoing	2022 season to begin beginning of May
WCA		ongoing	administering WCA as needed.

FINANCIAL SUMMARY as of 4/1/2022			CD's 4M Term Series	
			Maturity	Rate
4M Account (1.10)	4M Plus (1.23)	Total	Term series	
\$584,134	\$324,240	\$908,374		

Budget Summary	Actual Expense YTD	2022 Budget amended	Remaining in Budget	% YTD
Operations	\$202,425	\$719,988	\$517,563	28%
CIP	\$94,580	\$496,600	\$402,020	19%
Total	\$297,005	\$1,216,588	\$919,583	24%

To: VLAWMO Board of Directors  
From: Nick Voss, VLAWMO Education and Outreach Coordinator  
Date: 4/27/22  
Re: **V. A. Consider WHEP MOU pilot project with Tamarack Nature Center and Ramsey County**

VLAWMO and Tamarack Nature Center aspire to improve upon their partnership following the Teal Pond restoration and subsequent volunteer engagement from 2021. The proposed pilot project reflected in the corresponding MOU is a volunteer wetland monitoring, evaluation and education program focused on Teal Pond or other wetlands or lakes within Tamarack Nature Center (TNC).

The pilot program is modeled after the Wetland Health Evaluation Program (WHEP) from Dakota and Hennepin Counties, which has been a successful program with a large volunteer network for 20+ years. Starting with consultations with the WHEP coordinator in Dakota County, VLAWMO and TNC learned about how volunteers are trained and engaged to conduct surveys on wetland health. The surveys consist of two parts: 1) Sampling and identifying aquatic macroinvertebrates and 2) identifying wetland vegetation.

The surveys are projected to occur in the summer of 2022, followed by a period of assessment and the development of a pilot program report. The effort shows potential to be an annual occurrence, building a database that allows for tracking changes over time, and potentially expanding to survey other wetlands in the VLAWMO watershed beyond Tamarack Nature Center. The tracking and monitoring of Teal Pond is especially of interest both for VLAWMO and TNC, as well as Ramsey County, due to the recent Teal Pond wetland restoration that all parties have invested in from 2020-2021. Through the partnership and sharing of responsibilities, staff time is minimal outside of the specified dates outlined in the proposed MOU. Highlighted portions of the MOU signify remaining details pending confirmation with project partners.

The pilot project's accumulation will be TNC's end-of-year volunteer banquet hosted at TNC in October, 2022. This event will allow all VLAWMO volunteers from all project areas to join in a larger volunteer celebration and be thanked for their efforts. The exceptional use of TNC facilities and the expanded volunteer invite is projected to be a valuable resource for both volunteer groups, serving to develop community, network, and provide greater gestures of volunteer appreciation than what VLAWMO is able to accomplish alone.

After the October, 2022 volunteer appreciation event, volunteers will be encouraged to serve as educators to the greater Ne Metro community about what was discovered and why wetland health is important to the community. The pilot completes in April, 2023 with an assessment and review between all parties on what the next stages should be, what level of volunteer investment and interest there is after the pilot, and if the effort should continue in the future.

#### **Staff Recommendation**

Staff recommends approval the proposed MOU, enabling VLAWMO staff to conduct the pilot program as outlined in the MOU specified in agenda item V.A.

## Memorandum of Understanding

Between the Vadnais Lake Area Water Management Organization (VLAWMO),  
Ramsey County Parks  
and  
Tamarack Nature Center

This Memorandum of Understanding (“**MOU**”) is entered into by and among Ramsey County Parks (“**County**”), the Vadnais Lake Area Water Management Organization (“**VLAWMO**”), and the Tamarack Nature Center (“**TNC**”). County, VLAWMO, and TNC may hereinafter be referred to individually as a “party” or collectively as the “parties.”

### RECITALS

- A. VLAWMO and the TNC coordinate respective volunteer programs including citizen science efforts. The VLAWMO volunteer program is referred to as the Watershed Action Volunteers (“**VLAWMO Volunteers**”) and the TNC volunteer program is referred to as Tamarack volunteers (“**TNC Volunteers**”).
- B. TNC contains a wetland known as Teal Pond, which has undergone an ecological restoration effort through VLAWMO, TNC, and County partnership starting in 2020.
- C. The Dakota County Wetland Health Evaluation Program (“**WHEP**”) is an active and developed program that serves as a model for wetland monitoring.
- D. Wetlands are valuable natural resources for TNC and the VLAWMO watershed, and an understanding of their health, function, and ecological status is valuable for VLAWMO, County, TNC, and local communities such as Cities and Townships in the Northeast Twin Cities Metro. Such understanding holds potential to serve as reference material that guides wetland management decisions.
- E. The WHEP program builds an understanding of wetland resources over time through a partnership model and volunteer participation.
- F. Various macroinvertebrates sampling methods exist throughout Minnesota as a tool for wetland and surface water quality assessment. These methods include dip nets, bottle traps, leaf packs, and possibly others. Different sampling methods are utilized by the Minnesota Pollution Control Agency and Dakota County WHEP volunteers, while leaf packs are a less utilized sampling method.
- G. Establishing a WHEP pilot program between VLAWMO and TNC holds potential to for understanding WHEP compatibility at TNC and in the VLAWMO watershed, and how specific adaptations would suit the educational needs of VLAWMO and TNC.
- H. The parties desire to enter into this MOU to establish a pilot WHEP program and to set the responsibilities of each party toward the program.

## AGREEMENT

In consideration of the mutual promises made herein, the parties hereby agree as follows:

1. Pilot Program. The parties hereby agree to establish a WHEP pilot program (“**Pilot Program**”) at Teal Pond in accordance with the terms and conditions of this MOU. The parties agree the other possible locations or back-up locations for the Pilot Program if there is a low water table at Teal Pond include: Tamarack Lake around the boardwalk (future restoration site); or Fish Lake.
2. VLAWMO Responsibilities. VLAWMO agrees to do each of the following to support the Pilot Program:
  - (a) Recruit through its Watershed Action Volunteers program VLAWMO Volunteers for the one-year life of the Pilot Program and provide a list of the volunteers to the other parties within 30 days from the effective date of this MOU.
    - (1) Recruit and maintain TNC volunteers for the life of the pilot program.
    - (2) Manage and be responsible for site access and liability documentation for volunteers and recruits.
  - (b) Provide macroinvertebrates sampling training to VLAWMO Volunteers and TNC Volunteers through VLAWMO staff, utilizing Dakota County’s existing presentation and remote learning materials. The training date is projected to be June 8, 2022, but the date is subject to change due to weather and other circumstances.
  - (c) Conduct a comparison between dip net and leaf pack sampling methods. The projected sampling date is June 29, 2022, but the date is subject to change due to weather and other circumstances.
  - (d) Co-host vegetation training through no cost support from Dakota County, WHEP vegetation training/hike, which is scheduled for June 30, 2022.
  - (e) Train VLAWMO Volunteers and TNC Volunteers with an on-site vegetation identification workshop at TNC. Projected date for the training is July 11, 2022, but the date is subject to change due to weather and other circumstances.
  - (f) Conduct vegetation monitoring with volunteers. The projected date for the monitoring is between July 26-Aug 9, 2022
  - (g) Participate in data review at which all parties will gather and analyze data. Work with the volunteers to help draft graphs and present them to the parties.
  - (h) Assist in developing the 2022 Pilot Program report (“**Report**”), which is to be completed in April, 2023.
    - (1) Submit the Report poster to the 2023 MN Water Resources Conference; and
    - (2) Disperse and promote the Report to the extent reasonably feasible.
  - (i) Provide educational analysis with the following target questions: *How does wetland education enhanced by citizen science benefit local wetland management? What are the potentials for civic engagement and education?*
  - (j) The total amount of funds VLAWMO will expend for macroinvertebrate monitoring, relevant training and monitoring materials, and final presentation shall not to exceed \$400.

3. TNC Responsibilities. TNC agrees to do each of the following to support the Pilot Program:
- (a) Recruit through its Tamarack volunteers program NAC Volunteers for the one-year life of the Pilot Program and provide a list of the volunteers to the other parties within 30 days from the effective date of this MOU. Manage and be responsible site access and liability documentation for volunteers and recruits.
  - (b) Provide macroinvertebrates sampling training to VLAWMO Volunteers and TNC Volunteers through VLAWMO staff, utilizing Dakota County's existing presentation and remote learning materials. The training date is projected to be June 8, 2022, but the date is subject to change due to weather and other circumstances.
  - (c) Conduct a comparison between dip net and leaf pack sampling methods. The projected sampling date is June 29, 2022, but the date is subject to change due to weather and other circumstances.
  - (d) Co-host vegetation training through no cost support from Dakota County, WHEP vegetation training/hike, which is scheduled for June 30, 2022.
  - (e) Train VLAWMO Volunteers and TNC Volunteers with an on-site vegetation identification workshop at TNC. Projected date for the training is July 11, 2022, but the date is subject to change due to weather and other circumstances.
  - (f) Conduct vegetation monitoring with volunteers. The projected date for the monitoring is between July 26-Aug 9, 2022.
  - (g) Participate in data review at which all parties will gather and analyze data. Work with the volunteers to help draft graphs and present them to the parties.
  - (h) Assist in developing the Report, which is to be completed in April 2023.
    - (1) Submit the Report poster to the 2023 MN Water Resources Conference; and
    - (2) Disperse and promote the Report to the extent reasonably feasible.
  - (i) Provide educational analysis with the following target questions: *How does wetland education enhanced by citizen science benefit local wetland management? What are the potentials for civic engagement and education?*
  - (j) The total amount of funds TNC will expend for macroinvertebrate monitoring, relevant training and monitoring materials, and final presentation shall not exceed \$\_\_\_\_\_.
4. County Responsibilities. County agrees to do each of the following to support the Pilot Program:
- (a) Provide up-to-date information and access to information about TNC landscape and vegetation restoration efforts. Provide at least three weeks advance notice for tours, routine maintenance or restoration continuation actions, or changes in plans or maintenance activities.
  - (b) Be present for volunteer macroinvertebrate and vegetation trainings scheduled for June 8, 2022 and July 11, 2022, or such different dates as agreed upon by all partners.
  - (c) Support in data review and interpretation, the Report, and printing of the poster. Participate in dispersing and promoting the Report to the extent reasonably feasible.
  - (d) The total amount of funds County will expend for this effort shall not exceed \$\_\_\_\_\_.

5. Use of Report. The Report and other documents produced in whole or in part under this MOU will be subject to fair use and may not be the subject of an application for copyright by or on behalf of any individual party. Each of the parties may use, without restriction, the work products of the Pilot Program including, but not limited to, the Report and any related documents or promotional materials.
6. Term. This MOU is effective as of the date of the last party to execute it and it shall terminate on April 29, 2023, unless terminated earlier as provided herein.
7. Termination. The parties may mutually agree to terminate this MOU at anytime. Any party may terminate this MOU upon 30 days written notice to the other parties if it determines the Pilot Program unreasonably interferes with its staff, operations, or programming.
8. Entire Agreement. This MOU contains the entire agreement among the parties regarding the Pilot Program and no modifications to this MOU shall be effective unless reduced to writing and signed by all of the parties.
9. Insurance and Responsibility. Each party shall be responsible for obtaining and maintaining such insurance coverages as may be needed to insure its activities and obligations under this MOU. Each party is responsible for its own acts and the results thereof to the extent authorized by law and a party is not responsible for the acts of the other party or the results thereof. Nothing in this Agreement shall constitute a waiver by any party of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.

The parties have entered into this MOU effective as of the date of the last party to execute it.

**TNC**

**VLAWMO**

\_\_\_\_\_

\_\_\_\_\_

Tamarack Nature Center

VLAWMO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Phil Belfiori, Administrator

**County**

\_\_\_\_\_

Ramsey County

Date: \_\_\_\_\_

\_\_\_\_\_





800 County Road E East, Vadnais Heights, MN 55127  
[www.vlawmo.org](http://www.vlawmo.org); [Office@vlawmo.org](mailto:Office@vlawmo.org)

To: VLAWMO Board of Directors  
From: Dawn Tanner  
Date: April 20, 2022

**Re: V. B. Update on Pleasant Lake carp project**

VLAWMO staff continue to monitor carp movement and locations with telemetry. Coordination with WSB and Carp Solutions also continues. WSB is hoping to conduct an open-water removal prior to fish movement upstream for attempted spawning. Carp Solutions is preparing for a stream removal as the fish move from Pleasant to the barrier at Wilkinson Lake. The stream removal will take place likely in late April or early May, depending upon timing of movement by the carp.

To: VLAWMO Board of Directors  
From: Dawn Tanner  
Date: April 20, 2022

Re: V. C. City Hall wooded wetland and Ramsey County Park restoration update

**City Hall wooded wetland**

VLAWMO staff have been facilitating sentence-to-serve crew days at the Vadnais Heights City Hall this spring, in accordance with the MDA grant agreement with MDA. Sentence-to-serve crews were completed on April 15, 2022. VLAWMO staff will work on grant close-out following invoice receipt and payment submittal. Partnership with Vadnais Heights Public Works is very much appreciated in helping to make these efforts successful. We appreciate the attention, chipper coordination, and staff time with Public Works on April 8 and 15. VLAWMO staff invite the Board members to check out the restoration effort in progress following this major effort this spring.

**Ramsey County Park**

VLAWMO staff have also been working with dedicated neighborhood volunteers, UMN community-engaged learning students, Vadnais Heights Public Works, and Ramsey County Parks on a buckthorn removal/restoration effort at the public park area on the south side of East Vadnais Lake, just off Vadnais Blvd. This effort has been underway for the past 2 years. This site was suggested and has received considerable effort from a concerned and trained (in restoration) volunteer who lives just down the street.

We set up and conducted smothering with geotextile fabric during 2021 and seeded during fall 2021. This spring the full first round of buckthorn removal was completed. A final step for this effort was cutting mature female buckthorn trees from the roadway into the parking lot to prevent reseeding of buckthorn into cleared areas. That was completed on March 25, 2022. Ramsey County generously offered to clear buckthorn piles placed by the parking area for easy removal. The City of Vadnais Heights brought the chipper and removed loads of buckthorn during 2021. We appreciate the efforts of our partners and are excited to have moved this project into the maintenance and continued reseeding phase. Maintenance of re-sprouting buckthorn will continue this fall.

<p>Smothering site set up with geotextile fabric during 2021</p>	<p>Volunteers cleaning up fabric and seeding during fall 2021</p>	<p>Buckthorn initial removal was completed during spring 2022. This was a solid buckthorn thicket when we started working on the site in 2020</p>
		

To: VLAWMO Board of Directors

From: Phil Belfiori

Date: April 19, 2022

**RE: VI. A. 1. 2021 Financial Report and Audit**

Representative from Clifton, Larson, Allen LLP, Liz Cook will be present at the meeting with a presentation of the audit materials (see attached). The presentation from CLA is included in the Board Packet. To reduce the number of pages of the overall Board packet, the financial statement (along with the Governance letter and internal control letter) can be found at the following link:

Full Financial Statement Draft: [link](#)

[https://www.vlawmo.org/index.php/download\\_file/3843/](https://www.vlawmo.org/index.php/download_file/3843/)

Internal Control Letter Draft: [link](#)

[https://www.vlawmo.org/index.php/download\\_file/3845/](https://www.vlawmo.org/index.php/download_file/3845/)

Governance Letter Draft: [link](#)

[https://www.vlawmo.org/index.php/download\\_file/3844/](https://www.vlawmo.org/index.php/download_file/3844/)

Please feel free to ask questions. These documents will need to be sent to the Board of Water & Soil Resources and the State Auditor's office. VLAWMO also send the financial report to each of our JPA member communities.

**Recommendation:** Staff recommends the Board accept the 2021 Financial Report and audit documents and direct them to be distributed to the appropriate state and local agencies.



# Vadnais Lake Area Water Management Organization

2021 Audit Presentation

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

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## Agenda

Audit Deliverables and Results

Financial Results

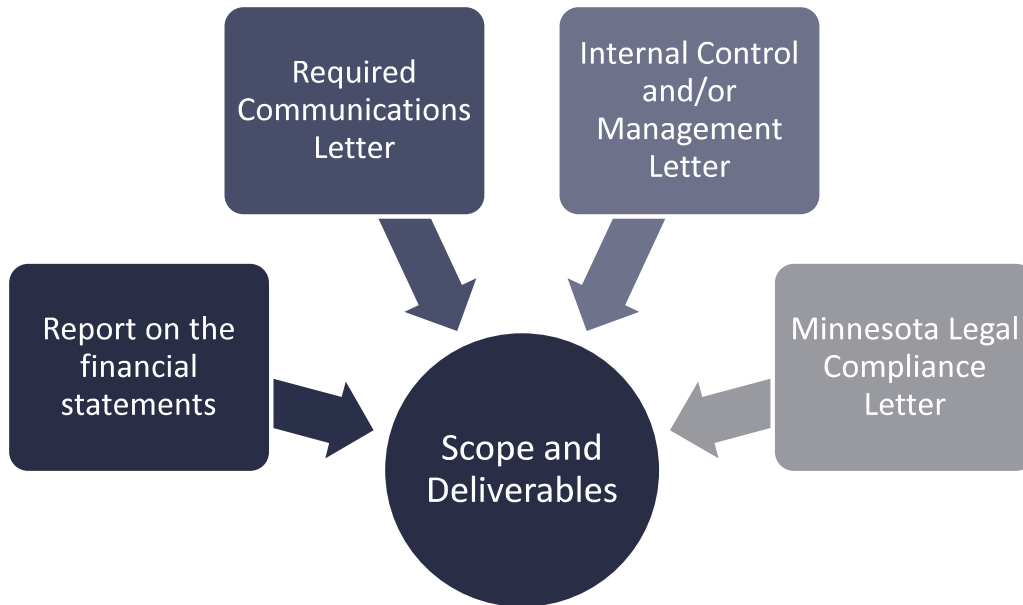
Required Communications

Engagement Finalization

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# Audit Scope and Deliverables



Create Opportunities



## Audit Results

### Unmodified Opinion

- On the basic financial statement

### Compliance and Internal Control Over Financial Reporting

- One material weakness related to internal control (same as previous years):
  - Auditor drafts financial statements and notes
- One management comment:
  - Documentation & review of internal controls

### Minnesota Legal Compliance

- One finding:
  - VLAWMO did not receive an IC 134 for the CD 14 Public Ditch Maintenance Project

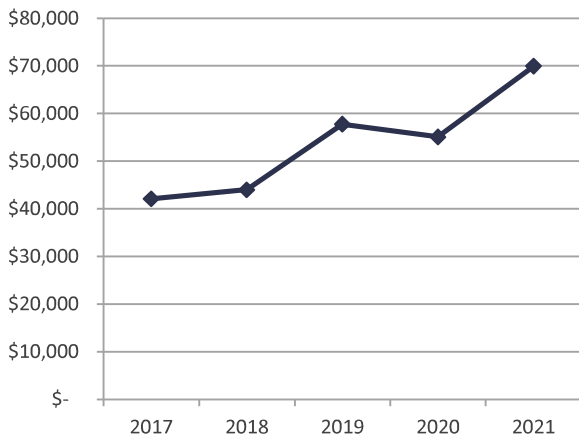


Create Opportunities

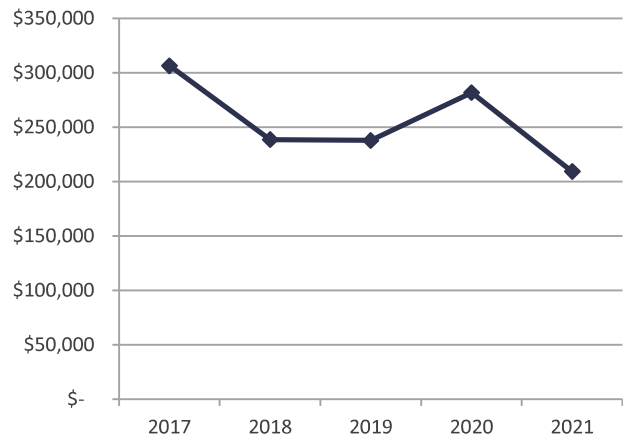


# Financial Results – Long Term Liabilities

### Compensated Absences



### Net Pension Liability

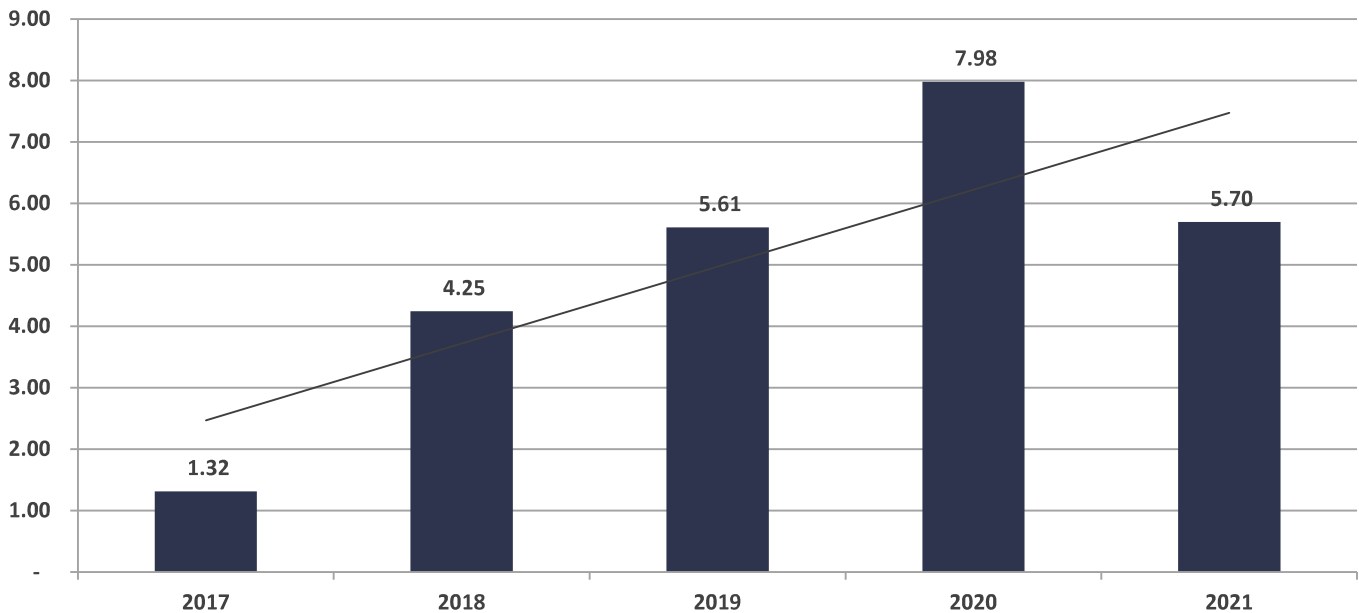


**New Loans Payable in 2021: \$366,406**

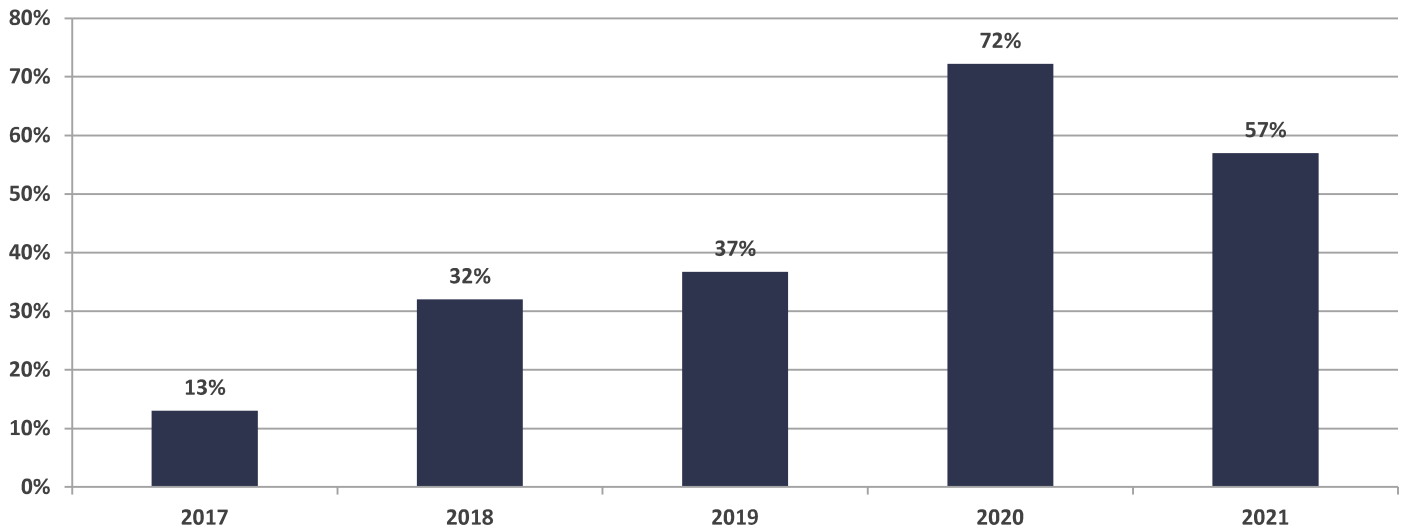
•0% Interest Payable in payments of \$38,569 for 10 years



# Financial Results – Months of Reserves



# Financial Results – Fund Balance Policy



Unassigned Fund Balance / Next Year's Budgeted Expenditures

Policy states 35-50% minimum is required



# Financial Results – Other

**Total Expenditures increased \$472k**

- Projects - increase in project activity
- Expenditures related to the loan: \$386k

**Total Revenues increased \$165k**

- \$44k increase in SSU
- \$106k increase in grants

**Other Financing Sources**

- \$386k proceeds from loan is new in 2021

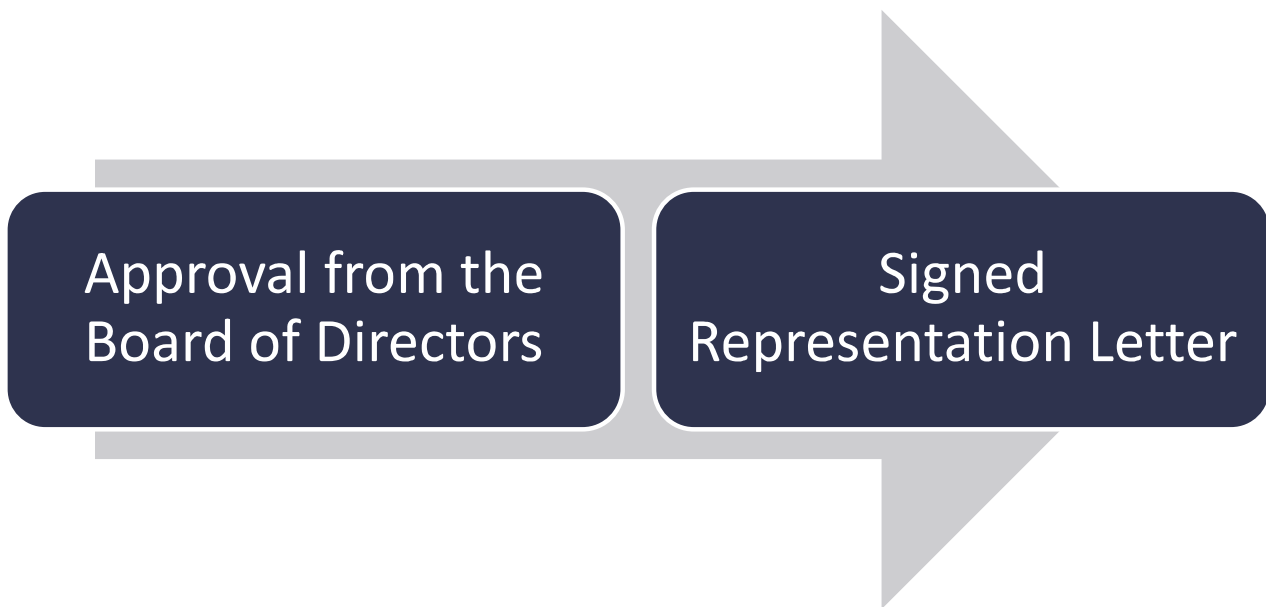


# Governance Communication Letter

Overall	Estimates	Difficulties	Other
<ul style="list-style-type: none"> <li>• Purpose is to provide an update on the audit since the planning meeting</li> <li>• No changes in scope of audit</li> <li>• SAS134-137 Reporting Standard</li> </ul>	<ul style="list-style-type: none"> <li>• Useful lives</li> <li>• Compensated Absences</li> <li>• Pension Liability</li> <li>• We are comfortable with management's estimates</li> </ul>	<ul style="list-style-type: none"> <li>• No difficulties encountered</li> <li>• No disagreements encountered</li> <li>• No other findings to report</li> </ul>	<ul style="list-style-type: none"> <li>• Audit adjustments made over special assessment receivables, accrued wages, payables, and other receivables</li> <li>• One passed adjustment relating to an invoice that should have been expensed in a prior year</li> </ul>



# Engagement Finalization





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To: Board of Directors

From: Phil Belfiori, Brian Corcoran

Date: April 20, 2022

Re: **VI. A.2.** Public Drainage policy- authorize distribution of draft to member communities for review /comment

As discussed at the April 28, 2021 VLAWMO Board meeting VLAWMO staff has prepared a draft Public Drainage Management Policy for review. This draft policy was recommended by the VLAWMO legal counsel and directed by the Board to be initiated in 2021.

This draft Public Drainage Management Policy outlines the primary goals of VLAWMO's management of the public drainage system, strategies to accomplish those goals and the role of the member communities in public drainage system management.

Please find attached the powerpoint slides show with provides a summary of the attached April 27, 2022 draft public drainage management policy as well as a memo from 2021 from VLAWMO legal counsel Troy Gilchrist summarizing roles and responsibilities for VLAWMO in public ditch management. Troy will be in attendance at the April 27 Board meeting to assist staff as needed in answering any questions or responding to comments.

**Staff request Board consideration of proposed motion:**

Director \_\_\_\_\_ moves to authorize distribution of draft public Ditch Authority policy to member communities for review and comment.

**Attached:**

- Powerpoint slides
- April 27, 2022 Draft Public Drainage Management Policy
- April 21, 2021 VLAWMO as Public Ditch Authority Memo

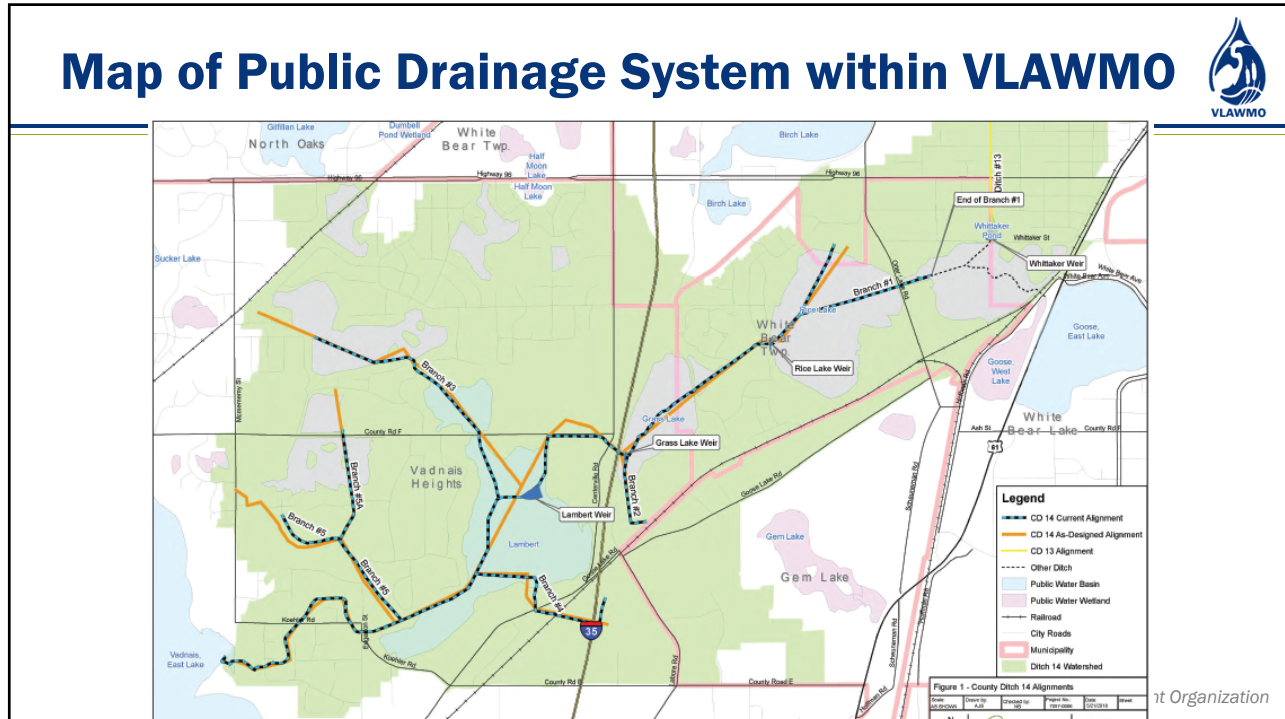
### Agenda Item VI.A.2

# Consideration to distribute VLAWMO Draft Public Drainage Management Policy to member communities for review and comment

April 27, 2022  
VLAWMO Board Meeting



## Map of Public Drainage System within VLAWMO



## Background – Draft Public Drainage Management Policy



- In 1986 Ramsey County transferred responsibility over two public drainage systems (CD14 & CD13) to VLAWMO;
- Transfer occurred under MN Statutes section 112.65, sub 2 which directed the repair and maintenance in accordance with MN Statutes 106A.005 to 106A.911;
- In 1990 MN Statutes chapter 106A were revised and moved to MN Statutes chapter 103E;
- VLAWMO not subject of 103E, VLAWMO manages drainage system according to laws managing the WMO (103B)

*Vadnais Lake Area Water Management Organization*

## Background – Draft Public Drainage Management Policy



- Under MN Statutes chapter 103B authorities, the specific roles, responsibilities and operational methods in managing the systems are not well defined;
- Purpose of this document is to establish a set of policies and principles for guidance in future decisions by the VLAWMO Board for management activities completed by Staff and to establish procedures informative to VLAWMO's local government partners;

*Vadnais Lake Area Water Management Organization*

## Draft Public Drainage Management Policy Outline



- Primary goals of VLAWMO's management of the **Public** Drainage System;
  - \*Manage per 103B
  - \*Maintain and/or restore drainage function where feasible
- Strategies to accomplish those goals;
  - \***Public** drainage inspection program
  - \*Minor (routine) maintenance implementation
  - \*Major repair implementation where /if needed
  - \*Partner request for a drainage system project

Vadnais Lake Area Water Management Organization

## Draft Public Drainage Management Policy Outline



- Role of Partners in **Public** Drainage system Management;
  - \*Management of roadway culverts
  - \*Point of contact with Landowners
  - \*Acceleration of Capital Projects
  - \*Transfer of portions of the public drainage system

Vadnais Lake Area Water Management Organization

## Draft Public Drainage Management Policy Outline



- **Attachment A:** April 21, 2021 VLAWMO As **Public** Ditch Authority Memo – Troy Gilchrist
- **Attachment B:** April 4, 2022 VLAWMO Draft **Public** Drainage Management Policy – Troy Gilchrist and Houston Engineering

Vadnais Lake Area Water Management Organization

## Questions You May Be Asking....



*Q- How is this different from what we're already doing?*

**A – Little difference. Purpose is not to change, but rather to formalize, existing policy/practices**

*Q – Does this create additional financial liability/hardship for VLAWMO?*

**A – No. VLAWMO responsibilities exist with/without formal policy. Policy increases understanding of these responsibilities.**

Vadnais Lake Area Water Management Organization

## Questions You May Be Asking....



*Q- How does this affect our partner cities?*

**A – Policy does not change responsibilities. Policy provides clarity on:**

- 1) how VLAWMO manages the public drainage system; and**
- 2) how the cities may interact in this management**

Vadnais Lake Area Water Management Organization

## Questions You May Be Asking....



*Q- How do the actions identified in this policy get paid for?*

**A – Three ways:**

- 1) VLAWMO completes routine maintenance and inspection of portions of system outside of road right of way (\$30,000 allocation per year)**
- 2) Road authorities complete maintenance and inspection of road culverts**
- 3) Capital projects need advance budget planning (e.g. watershed management plan)**

Vadnais Lake Area Water Management Organization

## Next Steps



- Distribute draft **public** drainage system policy to each of the six communities for formal review and comment;
- After comment period bring final draft policy to VLAWMO subcommittee, TEC and BOARD for consideration;
- Policy would then be incorporated into the VLAWMO Water Plan amendment fall of 2022;

Vadnais Lake Area Water Management Organization

## Requested Board Action



### Staff request Board consideration of proposed motion:

1. Director \_\_\_\_\_ moves to authorize distribution of draft public Ditch Authority policy to member communities for review and comment.

Vadnais Lake Area Water Management Organization



**Vadnais Lakes Area Water Management Organization**  
**DRAFT Public Drainage Management Policy**

## **INTRODUCTION**

The Vadnais Lakes Area Water Management Organization (“VLAWMO”) is a joint powers organization tasked with managing water resources in a 25 square mile area within Ramsey and Anoka Counties. VLAWMO has its own staff and is managed by a board of directors (“Board”). On September 22, 1986, Ramsey County transferred to VLAWMO its responsibility over two public drainage systems: Ramsey County Ditch (CD) 13 and CD 14. See **Figure 1** for the location for these systems. The transfer occurred under Minnesota Statutes, section 112.65, subdivision 2, which directed the repair and maintenance of the transferred ditches were to be in accordance with Minnesota Statutes, sections 106A.005 to 106A.811. In 1990, the provisions of Minnesota Statutes, chapter 106A were revised and moved into Minnesota Statutes, chapter 103E. Under Minnesota Statutes, section 103E.812, subdivision 8(a), the effect of transferring all of a drainage system to a water management authority (VLAWMO) is that “the drainage system ceases to be subject to regulation under this chapter . . . .” Furthermore, the “water management authority may manage water within its jurisdictional boundaries according to whatever law controls the function of the water management authority. The transferred drainage system shall become a work and a responsibility of the transferee water management authority.” The joint powers agreement creating VLAWMO recognizes the transfer and Section VI, Subd. 5 of the agreement indicates ditches are to be managed “in accordance with the powers and procedures set forth in Minnesota Statutes, Chapters 103B and other applicable law, and must be in conformance with the Watershed Management Plan adopted pursuant to Minnesota Statutes, Chapters 103A through 103H.” Which means VLAWMO is required to manage CD 13 and CD 14 in accordance with its authority under Minnesota Statutes, chapter 103B. Nothing in this document is to be construed as VLAWMO agreeing to be bound by the procedures set out in Minnesota Statutes, chapter 103E.

Understanding VLAWMO’s unique role in managing public drainage systems under its Minnesota Statutes, chapter 103B authorities, the specific roles, responsibilities, and operational methods in managing the systems are not well defined. Therefore, the purpose of this document is to establish a set of policies and principles for guidance in future decisions by the VLAWMO Board, for management activities completed by VLAWMO staff, and to establish procedures informative to VLAWMO’s local government partners.

## **MANAGEMENT PURPOSE, GOALS, AND STRATEGIES**

CD 13 and 14 were originally established in 1916 to drain wetlands and reduce flooding to enable various forms of agricultural production (likely hay and pasture). As the area urbanized, the function and utility of the systems changed from agricultural drainage to serving as a regional outlet for municipal stormwater facilities. With this transition, the capacity of the systems is most relevant to large rainfall events (e.g., 10-year and 100-year rainfall). In addition, several impoundments have been built along the systems for the purpose of water quality, ecological habitat, and flood management. Management of the system must now consider multiple purposes, functions, and interests.

The following are the primary goals of VLAWMO’s management of the CD 13 & 14 public drainage systems:

- Manage the public drainage systems pursuant to its authorities under Minnesota Statutes, chapter 103B;
- Maintain and/or restore drainage function in the systems to the maintenance profile which may or may not be equivalent to the as-constructed and subsequently improved condition<sup>1</sup> (ACSIC) of the drainage systems when feasible. Determination of feasibility includes, but is not limited to, overall cost and conflict with other program goals/interests;
- Provide for a capacity of at least a 10-year, 24-hour rainfall without overtopping municipal roadway infrastructure;
- Provide for a capacity of at least a 100-year, 24-hour rainfall without inundating existing permanent buildings; and
- Maintain and/or modify the grade, cross-section, and capacity of the systems to preserve and/or enhance water quality, ecological habitat, and flood storage functions of the system and its adjacent wetlands

These goals are accomplished through the following strategies:

- Inspect the systems on a coordinated schedule and upon notification of deficiencies;
- Complete schedule maintenance activities on the drainage system to enable continued access and reduce the frequency of reconstruction;
- Collaborate with VLAWMO partners (including local governments and DNR) to coordinate activities and to achieve common interests while minimizing costs;
- Engage adjacent landowners in advance of repair activities and modifications to the system to inform them of the extent, purpose, and management of the systems and receive input on adjacent property interests and their relationship to the proposed work;
- Complete early coordination with regulatory interest prior to repair and/or modification of the public drainage systems. Regulatory coordination will consider the policies described herein and the exemptions provided for public drainage systems under Minnesota Statutes, chapter 103G, the Wetland Conservation Act, and any other exemptions which may apply; and
- Adopt (via a Board action) a maintenance profile on each segment of the public drainage system prior to completing maintenance or major repair work on that segment. The maintenance profile may or may not be the as-constructed and subsequently improved condition of the system.

These goals and strategies may not be achievable in their entirety in all locations. VLAWMO will balance the multiple functions and interests to maximize the overall value and utility of the system. As deemed necessary by the VLAWMO Board, this Policy can be reviewed and or updated as needed.

**PUBLIC DRAINAGE INSPECTION PROGRAM**

VLAWMO desires to establish a schedule for the inspection of CD 13 and 14 as part of its management of the systems. The following are inspection frequency protocols for various components of the drainage system:

<b>System Component</b>	<b>Type of Inspection</b>	<b>Minimum Frequency</b>	<b>Primary Responsible Entity</b>
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<sup>1</sup> For the purposes of this document, the ACSIC includes both documented and non-documented modifications to the drainage system, including impoundments and excavation.

Open Ditch and right-of-way (accessible areas)	Walk-through	Every 5 years	VLAWMO
Open Ditch and right-of-way (inaccessible areas)	Drone flight	Every 5 years	VLAWMO
Open Ditch and right-of-way	Field survey of ditch bottom	Every 20 years and following major repairs	VLAWMO
Roadway culverts	Site visit	Every 5 years and following significant (>3”) rainfall events	Road Authority
Private culverts	Site visit	Every 5 years and following significant (>3”) rainfall events	VLAWMO
Stormsewer	Site inspection of intakes and outfalls	Every 5 years	VLAWMO
Stormsewer	Televising	Every 20 years	Local government
Weirs/dams	Site visit	Every 5 years	VLAWMO
Miscellaneous	Response to landowner complaint	Within 14 days of complaint	VLAWMO

All inspections should be documented and filed within VLAWMOs filing system.

**MINOR (ROUTINE) MAINTENANCE IMPLEMENTATION**

Completing routine maintenance along the systems in a timely manner will extend the life of the system and decrease the frequency of more substantial repair efforts. For the purposes of this policy document, “minor” maintenance is work on the system with an estimated cost of less than \$30,000 requiring minimal regulatory coordination or engineering assistance. Examples of minor maintenance activities include, but are not limited to, mowing and/or spraying of right-of-way access corridors, removal of deadfalls and nuisance trees, removal of beaver dams, limited dredging of sediments, channel erosion repairs, and cleanout of culvert/stormsewer intakes.

The following is the general process for addressing minor maintenance.

- a) Need for maintenance is identified (either via scheduled inspection or landowner complaint).
- b) Inspect the site and verify scope and potential for damage.
- c) Prioritize maintenance with respect to other VLAWMO activities and schedule the work to be completed. Prioritization shall consider, but is not limited to, the following:
  - a. Size/scale of work;
  - b. Potential for damages to property/infrastructure if work is not completed;
  - c. Potential for further deterioration of the ditch system if work is not completed;
  - d. Availability of staff to address the concern;
  - e. Availability of contractors to complete the work; and
  - f. Overall cost.
- d) Obtain approval from the Board for the work if required.
- e) Contract with a contractor to complete the work. This may consist of a direct hire on a time and materials basis, or a receipt of quotes from one or multiple contractors.
- f) Execute the work and observe construction. Observation generally to be completed by VLAWMO staff.
- g) Document maintenance work in the VLAWMO file system

Annual maintenance costs will vary. A budget of \$2,000 per ditch mile annually may be used as an initial starting point. The budget should be reevaluated annually to determine its effectiveness in meeting system needs.

### **MAJOR REPAIR IMPLEMENTATION**

Over time, restoration of the drainage systems will require reconstruction of a significant portion of a system. This work generally exceeds \$30,000 for single project and may require engineering development. For the purpose of this policy, such projects constitute “major” repairs. Examples of major repair activities include, but are not limited to, reestablishment of right-of-way corridors via tree clearing, dredging of open channel and/or erosion repair over extended portions of the system, replacement of stormsewer, replacement of weir structures, and other work requiring regulatory permitting.

The following is the general process for major repairs.

- a) Need for repair is identified via an inspection report, completed by VLAWMO staff or a consultant.
- b) Present the inspection report to the VLAWMO Board and provide a preliminary opinion on the cost of repair and prioritization of work.
- c) Prioritize and schedule the work within the VLAWMO CIP. Prioritization shall consider, but is not limited to, the following:
  - a. Size/scale of work;
  - b. Potential for damages to property/infrastructure if work is not completed;
  - c. Potential for further deterioration of the ditch system if work is not completed;
  - d. Relative urgency and value of work compared to other scheduled CIPs;
  - e. Likelihood of work to provide benefit in achieving multiple VLAWMO goals;
  - f. Complexity and likely duration of project development; and
  - g. Overall cost.
- d) Between 1 to 2 years prior to scheduled work completion, prepare a Repair Report. Repair report shall include:
  - a. Conceptualization and evaluation of multiple alternatives for repair;
  - b. Quantification of the benefits of repair;
  - c. Description of potential damages from repair and how they may be mitigated;
  - d. Opinion of probable construction cost; and
  - e. Summary of likely regulatory engagement requirement including permitting. Early coordination with regulating entities may be necessary at this step.
- e) Present the repair report to the VLAWMO Board and confirm prioritization, schedule, and budgeting with regard to VLAWMOs current CIP plan and yearly budget.
- f) Complete a public meeting with landowner to inform them of planned activities and receive input on specific preferences and interests on their property.
- g) Develop preliminary and final construction plans and specifications.
- h) Obtain any additional approvals required for the project from the Board.
- i) Contract with a contractor to complete the work. This will require a receipt of quotes from multiple contractors, or use of a public bid process, as may be required by law.
- j) Execute the work and observe construction. Observation generally to be completed by the project engineer.
- k) Complete an as-built survey.

- l) File project documentation in the VLAWMO file system

Note that the above process does not specify coordination with VLAWMO's local government partners. Such coordination is a critical component throughout the repair process.

### **PARTNER COMMUNITY REQUEST FOR A DRAINAGE SYSTEM PROJECT**

A local government may determine it has a direct interest in undertaking a project within the public drainage system. Without limiting the potential scope of such projects, they may include:

- Realignment;
- Partial abandonment;
- Impoundment;
- Improvement (making the cross-section larger or deeper); or
- Constructing a new outlet to the system.

Local governments are encouraged to discuss proposed projects with VLAWMO staff before formally proposing a project to VLAWMO. If a local government determines to proceed with a formal request for a project, it must submit it in writing to the Board that describes the specifics of the proposed project.

The Board will consider any such requests as part of its policy setting process to update its CIP plan and priorities. Whether the proposed modification is added to the CIP plan and, if so, how it is prioritized will depend, in part, on the level of the partner community's proposed involvement in the proposed project.

As part of the process to consider a request, VLAWMO may require from the requesting local government that it supply the following information regarding the proposed project:

- a) The scope and nature of the proposed modification, including alignment, grade, cross-section, and right-of-way;
- b) A statement of the overall need and benefit of the modification;
- c) A hydrology and hydraulic model of existing and proposed conditions;
- d) A summary of the upstream and downstream effects of the modification for the 2-, 10-, and 100-year rainfall events;
- e) Low opening elevations for structures adjacent to portions of the current or proposed system that may be potentially impacted by the modification;
- f) A summary of potential impacts (flooding, water quality and ecological habitat) potentially resulting from the modification and how they are to be mitigated;
- g) A description of permits required for the proposed change and status of permit acquisition; and
- h) Identification of long-term maintenance responsibilities for the modified portions of the system.

### **ROLE OF VLAWMO PARTNER COMMUNITIES IN PUBLIC DRAINAGE SYSTEM MANAGEMENT**

The local governments that formed VLAWMO are a critical partner in managing the public drainage systems. While they are engaged in many aspects of the public drainage system, their primary role with the systems consists of three primary aspects: 1) management of roadway culverts; 2) point of contact with landowners; 3) acceleration of capital projects; and 4) transferee of portions of the drainage system. The following paragraphs describe each in greater detail.

### *Management of Roadway Culverts*

While roadway culverts are integral to the function and management of the public drainage system, they are not components of the system managed by the drainage authority. Rather, management and maintenance of the roadway culverts are solely the responsibility of the roadway authority. Given the culverts' ability to affect the function of the drainage system, VLAWMO and the road authorities (primarily cities) work closely to monitor conditions, identify efficiencies, and plan for repairs and modifications of the culverts to maintain and enhance efficiency in the system.

### *Point of Contact with Landowners*

Municipalities by their nature are most often the first point of contact for landowners regarding any public project, regardless of whether the project is initiated by the local government. For this reason, VLAWMO relies upon its member cities to assist in landowner engagement at all stages of public drainage management, particularly with landowners most affected by drainage management activities.

### *Acceleration of Capital Projects*

Based on their engagement with their constituents, local governments may have an interest in accelerating the implementation of capital projects to restore drainage function on portions of the public drainage system, beyond the timeframes feasible for VLAWMO within their prioritization and budget. In such cases, a local government may seek consent from VLAWMO to undertake the proposed project. If VLAWMO determines the proposed work is of benefit to the public drainage system and will not unreasonably interfere with any other portion of the public drainage system, it will enter into an agreement setting out the terms and conditions of the project to be constructed by the local government. Generally, the procedure is similar to the process described under *Major Repair Implementation* above, with the following modifications/inclusions:

- Prior to repair report development, the local government shall make a written request to VLAWMO to collaborate on the acceleration of drainage management restoration in the targeted area. VLAWMO will provide the local government with available documentation related to the public drainage system of interest, and provide for technical staff to assist in guidance on drainage management strategies and VLAWMO's drainage policy
- Development of the inspection and repair report will be the responsibility of the local government and its consultants;
- The local government and VLAWMO will enter into a joint powers agreement to set out the responsibilities of each regarding the project and its on-going maintenance;
- The local government will coordinate with VLAWMO during each phase of project development including repair report development, regulatory engagement, final plan development, construction initiation, and project closeout; and
- Recommended repair and final plans must be approved by VLAWMO prior to proceeding to subsequent phases.

Following the local government-led repair efforts, VLAWMO will retain its management authority and responsibility over all portions of the public drainage system, except where formally transferred to the local government (see below).

### *Transferee of Portions of the Public Drainage System*

Although the public drainage system is in most cases best managed as a single system by a single entity (VLAWMO), there may be circumstances where it may be advantageous to transfer management and responsibility of the upper portion of the system branches to a local government. Such circumstances may include, but are not limited to, where the system is:

- Located entirely within local government's property interests (right-of-way, easement, or fee-title property);
- Located primarily under local government streets;
- Consisting of stormsewer; and/or
- Within local government-maintained ponds or other stormwater management features.

These circumstance most often are associated with a requested modification of the drainage system. Under no circumstances shall a portion of the public drainage system be transferred when upstream portions of the system remain the responsibility of VLAWMO.

Transference of any portion of the public drainage system must be initiated by the transferee, via a written request to VLAWMO. VLAWMO staff will review the request and provide a recommendation to the Board. If the Board determines that the transference of management of the portion of drainage system is in the best interests to the management of the system, it will enter into an agreement with the local government to accomplish the transfer. VLAWMO will then coordinate the delivery of available documentation related to that portion of the system to the transferee, including known easements.

#### **INTERCONNECTION WITH VLAWMO WATERSHED MANAGEMENT PLAN**

VLAWMO's Comprehensive Water Plan provides some description of its role as the drainage authority for CD 13 and 14, particularly in Section 3.5 of the plan (Regulatory Program). This section states:

*VLAWMO plans to continue its Drainage Authority role and will actively look for opportunities to use its unique abilities and authorities under 103B and 103E to implement water quality improvement projects concurrently with ditch maintenance and repair projects.*

However, the plan does not specify repair projects necessary to restore function to the drainage systems, nor does it specifically indicate funding for this purpose. Implementation of this policy will occur through an amendment to the VLAWMO watershed management plan. Such an amendment will include:

- Clarify VLAWMOs authorities over the drainage system are provided for under Minnesota Statutes, chapter 103B (and not Minnesota Statutes, chapter 103E);
- Identify dedicated funding toward annual inspection and maintenance of the systems;
- Identify future capital projects to restore function to the drainage system, including implementation budgeting; and
- Reference or attach this policy document.



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**MEMORANDUM**

To: VLAWMO Board of Directors  
Phil Belfiori, Administrator

From: Troy Gilchrist

Date: April 21, 2021

Re: VLAWMO as a Ditch Authority

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I am writing to provide the Board an update and recommendations regarding its on-going role as a “ditch authority” regarding County Ditches 13 & 14. As the Board recalls, the County transferred the ditches to VLAWMO in 1986. The transfer would have included the entire ditch system constructed as part of County Ditches 13 & 14, including the laterals/branches. The law at the time allowed the transfer and did not provide an opportunity for the watershed to reject the transfer. Since 2016, I have on various occasions been asked to comment on the authority and obligations of VLAWMO regarding the ditches as the Board has considered its options for how best to address the ditches.

A recent proposal by one of the member cities to repair a branch of the ditch system has renewed the conversation about VLAWMO’s role and responsibilities regarding the ditch system. I will summarize my past comments and then provide my recommendation on how the Board should handle requests by member communities to undertake their own repair projects on a branch of the ditch system.

**Management Authority**

When VLAWMO received the transfer of the ditches, it obtained whatever interest the County had in the ditches. At the time of the transfer, the applicable statute indicated that after the transfer “all proceedings for repair and maintenance shall thereafter conform to the provisions of section 106A.005 to 106A.811.” Minn. Stat. § 112.65, subd. 2. As part of a comprehensive water law bill the legislature adopted in 1990, the provisions of Minnesota Statutes, Chapter 106A became Minnesota Statutes, Chapter 103E, which is the current ditch law.



In 2002, the legislature adopted Minn. Stat. § 103E.812 to address the process to transfer ditches to a “water management authority” (which is defined as including WMOs). While the transfer procedure set out in the statute did not apply to the transfer to VLAWMO since it occurred several years earlier, the statute does set out the on-going effect of a ditch transfer. “The water management authority may manage water within its jurisdictional boundaries according to whatever law controls the function of the water management authority.” Minn. Stat. § 103E.812, subd. 8(a). I view this provision regarding the on-going management of transferred ditches as reflecting current legislative intent and is controlling.

Furthermore, Minn. Stat. § 103E.812, subd. 8(a) indicates the “transferred drainage system shall become a work and a responsibility of the transferee water management authority.” Meaning VLAWMO walked into the County’s shoes regarding its rights and interests in the ditch system, but it also assumed the on-going maintenance duty. To support that duty, the legislature made it clear “[a]ctivities conducted in the transferred drainage system must continue to be eligible for all exemptions and exceptions available for activities conducted in public drainage systems under sections 103G.2241 and 103G.245.” Minn. Stat. § 103E.812, subd. 8(b).

I previously set out an analysis of how to apply these changing authorities and concluded that it is up to the communities participating in the WMO to decide, as part of their joint powers agreement (JPA), the authority under which VLAWMO will manage the transferred ditches. The member communities made that decision in Section VI, Subd. 5 of the JPA, which states ditches are to be managed “in accordance with the powers and procedures set forth in Minnesota Statutes, Chapters 103B and other applicable law, and must be in conformance with the Watershed Management Plan adopted pursuant to Minnesota Statutes, Chapters 103A through 103H.” Having concluded VLAWMO is to manage the ditches in accordance with its authority under Minn. Stat. §§ 103B.201-103B.253, the issue became what does that mean from a practical perspective.

### **Maintaining the Ditches**

VLAWMO is the “ditch authority” over the ditches. Technically, it is a water management authority responsible for managing a transferred drainage system. I placed “ditch authority” in quotes to point out that term is not used in Chapter 103B. I use the term simply to convey that VLAWMO has the rights and obligations toward the ditch, not to suggest VLAWMO is bound by the procedures in Chapter 103E, which speaks specifically to the authority and duties of a ditch authority. That means the opportunity to petition for a repair and the other provisions of Chapter 103E related to maintaining ditches do not apply to VLAWMO.

I previously advised that VLAWMO has a general duty to keep the ditches reasonably maintained, similar to how cities have a general duty to keep its streets in reasonable repair. What that means overall, or with respect to a given portion of a ditch, is left to the discretion of the Board to decide in accordance with its watershed plan. I recommended the Board treat any proposed work on the ditches as a capital improvement project under its plan.

When asked how to determine the need for work on the ditches, I recommend VLAWMO hire an engineering firm to evaluate the ditches and provide recommendations. The Board followed

that advice and obtained a detailed report on the ditch system. That report will be valuable to the Board as it continues to work to identify needed projects within its area and prioritize projects. To the extent the Board does identify work to be done on some portion of the ditch system, it would program the work just as it would any other CIP project.

### **City Ditch Work**

A more recent issue that has come up regarding work on the ditch system is the desire of a member city to undertake its own ditch project within its jurisdictional boundaries. Because this may not be the only instance of a member community desiring to undertake work in one or more portions of the ditch system, I recommend the Board adopt a policy on how to handle such requests.

Because the rights and interests in the ditches are held by VLAWMO, member communities need to work through VLAWMO to receive permission to perform work on the ditches. This is somewhat similar to City A wanting to improve a street in a neighboring City B to better serve a development being constructed in City A. Typically, City A approaches City B and a written agreement is entered into allowing City A to perform the work with certain conditions, including approval of the construction specifications. The same would be true here. VLAWMO will want to make sure the proposed project does not interfere with its own plans or creates a problem on some other portion of the system. Otherwise, the agreement sets out the provisions for how the project may proceed and makes clear the community is responsible for obtaining any necessary permits, acquiring any easements that may be needed to accommodate the work, and to construct the project. The agreement must be approved by the Board and the community's governing body.

### **Summary**

The following points are intended to sum up the findings and recommendations contained herein:

- VLAWMO acquired the County's rights and interest in the transferred ditch system.
- VLAWMO manages the ditch system pursuant to its authority under Minn. Stat. §§ 103B.201-103B.253 as directed by the JPA.
- VLAWMO has an obligation to keep the system reasonably maintained.
- VLAWMO should program any repair and maintenance activities it determines are needed in the same way as other CIP projects and in accordance with its plan.
- VLAWMO can allow member communities to perform work on a portion of the ditch system located within its jurisdictional boundaries. Any such work can only occur pursuant to an agreement between VLAWMO and the community. VLAWMO should consider adopting a policy for addressing future community requests.

Please feel free to let me know if there are any questions.

## Agenda Item VI. A. 3.

# Consideration of 5-year partnership projects table and long range budgeting discussion

Phil Belfiori  
VLAWMO Board meeting  
April 27, 2022



## Agenda and Purpose of Today's discussion



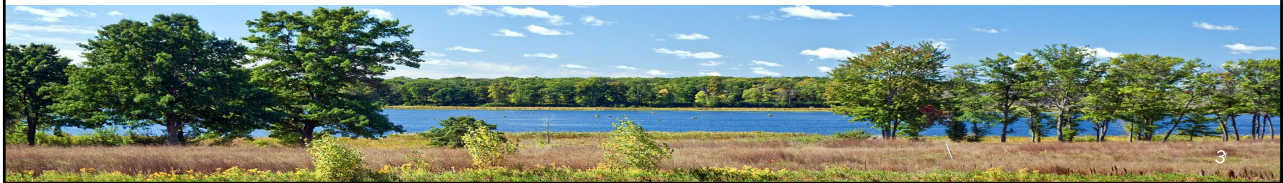
- Agenda for this item:
  - Consideration of 5- year partnership projects table - **attachment#1**
  - Discussion on long range budgeting graphs

## Introduction : Discussion on 5-year Partnership Projects

**Table- See Attachment #1**



- Table is part of VLAWMO strategic organizational planning process
- Completed amendment to the Plan in 2019 - most of the reports and projects that were envisioned in the amended Plan have been completed or have evolved.
- Seeking consideration from Board today in establishing high level planning for the next 5 years of partnership based projects to be to incorporated into the Plan amendment process later in 2022.



## Background : Discussion on Draft 5-year Partnership projects table



- Staff developed list of possible future projects based on previous Board subcommittee discussion in 2021 and based on input from the 1/26/22 Board workshop and from the other stakeholder feedback.
- This first version of the rough draft table was sent on Feb 8, 2022 to ten city /partner staff from:
  - City of White Bear Lake (Connie T)
  - City of Vadnais Heights (Jesse F. and Nick O.)
  - City of Gem Lake (Emily J. and Jim L.)
  - City of Lino Lakes (Andy and Mike G.)
  - City of North Oaks (Kevin K. and Andrew Hawkins)
  - White Bear Township (Dale R.)
  - NOHOA (Kristie E.)
  - St. Paul Water (Jeremy and Justine)
  - Ramsey County Public Works (Molly C.)
  - Ramsey Conservation Division (Ann W.)

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## Background : Discussion on Draft 5-year Partnership projects table - Continued



- Staff then held separate meetings with each of the above-mentioned staff from Feb. 18 – 28, 2022.
- Staff then included the project table into the March 9, 2022 TEC packet, presented the table at the TEC meeting and received comments and feedback.
- The attached table also was reviewed and discussed the Board subcommittee on March 23, 2022 and the subcommittee identified that the Table generally is a good approach for long range partnership planning.
- The six priority issues discussed at the on 1/26 Board is represented, to some extent, in the rough draft table.

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## Important Note on Draft 5 year Partnership Table



- This is a **draft** – Is at least 5 steps of revisions before final version as part of the VLAWMO watershed plan:
  1. VLAWMO Board consideration as a high level strategic future project visioning table/ document – tonight
  2. Incorporate the projects from table into a CIP table format for the draft watershed plan amendment later this year.
  3. Partners /agency formal review of watershed plan amendment
  4. TEC review of watershed plan amendment
  5. Board review and approved of watershed plan amendment
- **\$ amounts /years** - are rough projections/estimates/will change
- Dollars identified on table are considered VLAWMO dollars only (not grant or partnership funding)

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## Summary of draft projects included in draft table- see table attachment 1



- In interest of time, staff will not specifically discuss each of the partnership projects listed in attachment 1.
- Does the Board have any questions or wish to discuss any of the partnership projects listed in 5 year table?
  - Gem Lake Subwatershed
  - Lambert Subwatershed
  - Goose Lake Subwatershed
  - Birch Lake Subwatershed
  - Gilfillan-Tamarack-Black-Wilkinson-Amelia
  - Pleasant-Charley-Deep Lakes
  - Sucker-East & West Vadnais Lakes

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## Summary of draft projects included in draft table



### Watershed Wide Partnerships

- VLAWMO cost shares
- Groundwater Quantity cost share program
- Assist MS 4 programming /implementation
- Wetland assessment plan
- Maintenance and operation (built projects)
- BWSR WBF grant (match)

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## Long range budgeting discussion based on 5 year table



Based on the 5 year partnership project table, Staff has develop the following graphs to further examine long range budget planning /forecasting and to inform the discussion on the 2023 preliminary draft budget (next on this agenda item)

- Graphs identify **4 Scenarios** which compare project only budgets:
  - **1A:** Implement everything on 5 year table (100% of projected project cost per year). Which would requires an apx.18% increase in SSU revenue per year in order to implement all projects and maintain minimum fund balance as required by board policy.
  - **1B:** Implement everything on 5 year table (100% of projected project cost per year) at 10% increase in SSU revenue per year (maintains minimum fund balance as required)
  - **2A:** Implement 3/4ths (75%) of projected project cost per year on 5 year table at 10% increase in SSU revenue per year (maintains minimum fund balance as required)
  - **2B:** Implement 3/4ths (75%) of projected project cost per year on 5 year table at 5% increase in SSU revenue per year (maintains minimum fund balance as required)

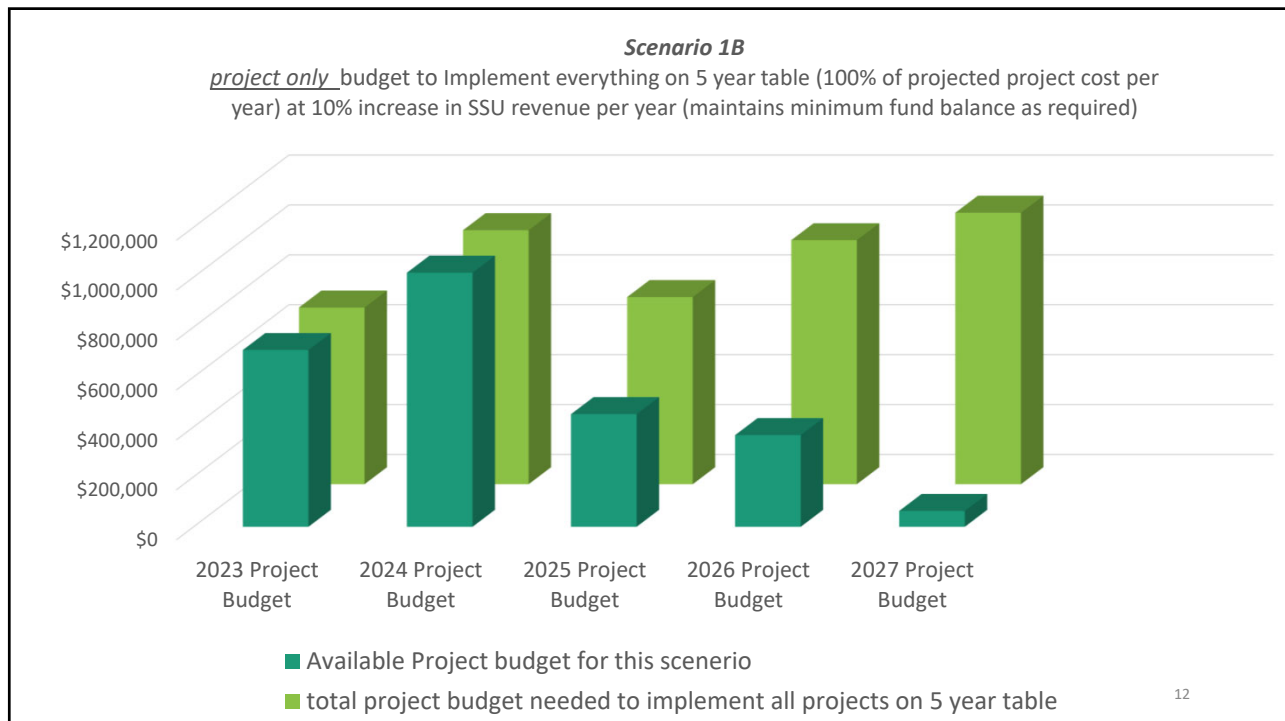
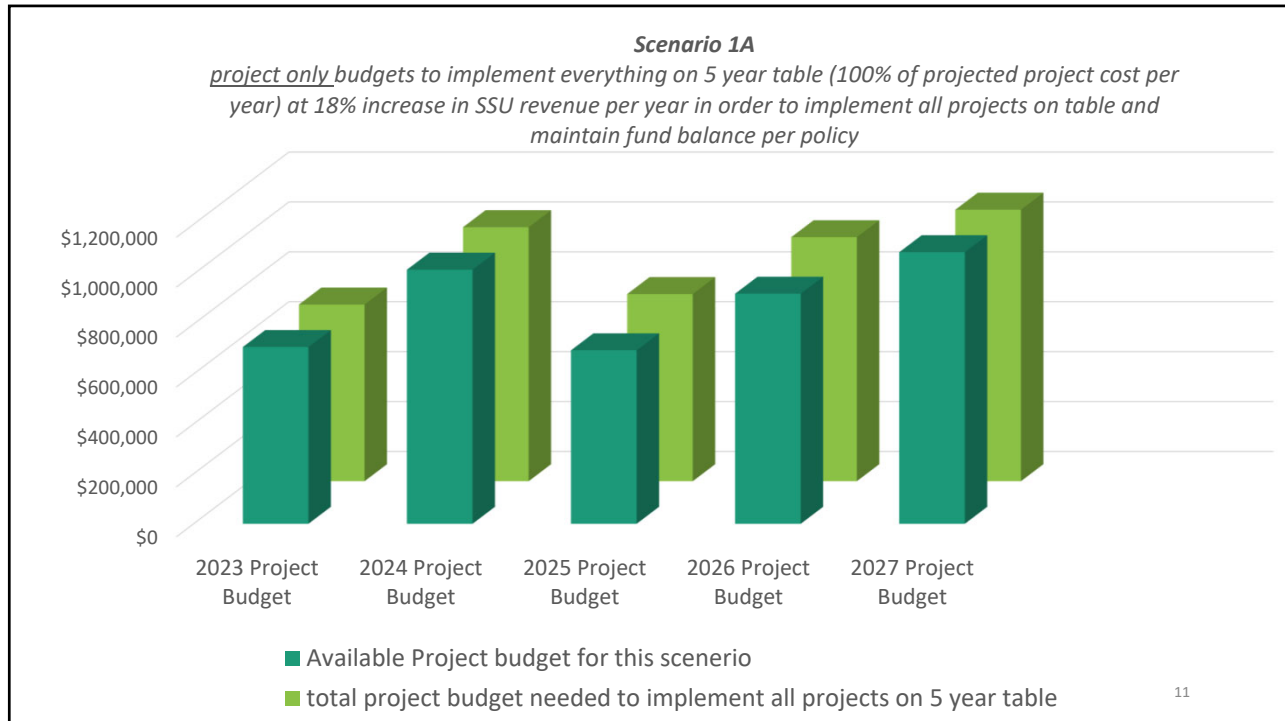
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## Assumptions for Long Range Budgeting Graphs

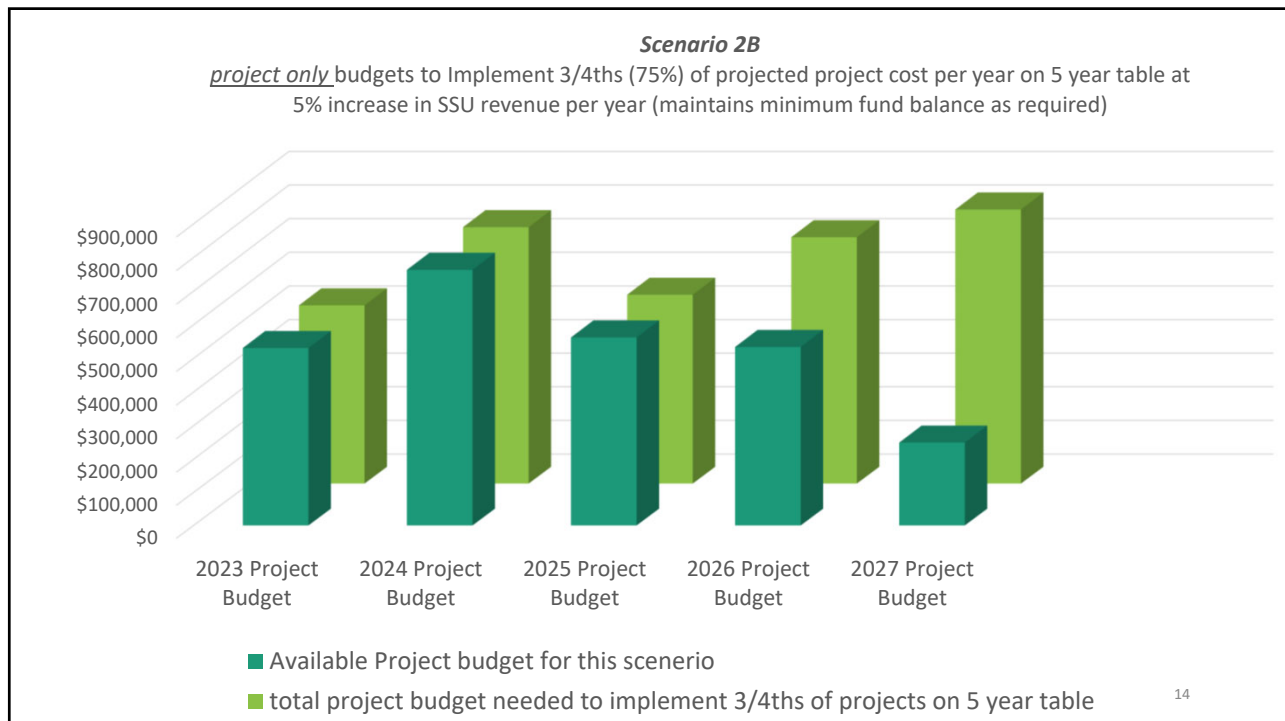
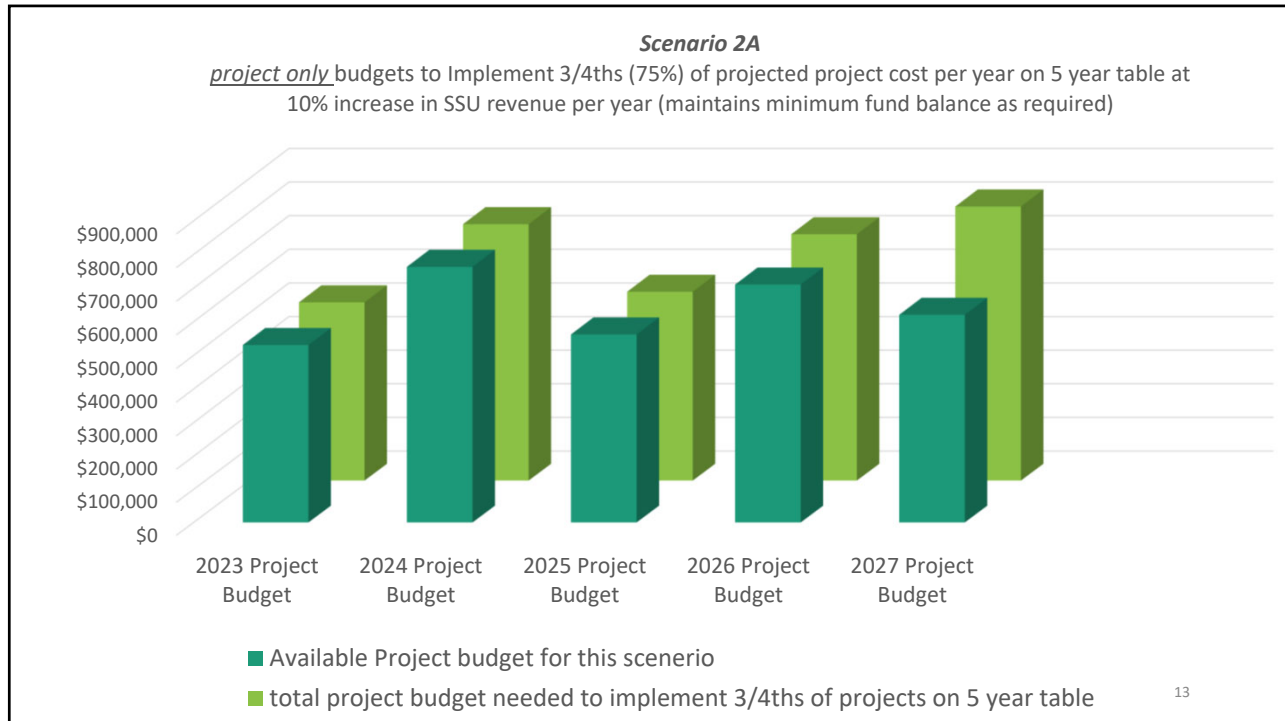


- Assumes core services and on-going programs level of services stays constant plus inflation.
- 5 year project table lists is brainstormed high level /long range possible projects that have been discussed (at some level) at a staff level and or with partners or boards. "wish list"
  - Project estimated costs and year of implementation are very rough – best available at the time.
  - Is considered VLAWMO dollars only (not grant or partnership funding)
- Implementation of 3/4ths of projects cost on 5 year table scenarios (Scenarios 2A and 2B) may be closer to reality?

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## Takeaways from long range budgeting graphs



- Scenarios that implement all projects on 5 year table
  - To implement all projects budgeted on 5 year partnership project table would need apx. 18% SSU increase per year, keeping the fund balance at required levels per Board policy. Scenario 1A.
  - Scenario 1B implements all projects budgeted on 5 year table for only around 2 years or 3 years (partial) at 10% SSU increase per year keeping the fund balance at required levels per Board policy.
- Scenarios that implements 3/4ths (75%) of projects on 5 year table
  - Scenario 2A implements 3/4ths (75%) of projects budgeted on 5 year table for all 5 years (except partial in 2027) at 10% SSU increase per year keeping the fund balance at required levels per Board policy.
  - Scenario 2A implements 3/4ths (75%) of projects budgeted on 5 year table for 3 years then partial for years 4& 5 at 5% SSU increase per year keeping the fund balance at required levels per Board policy.

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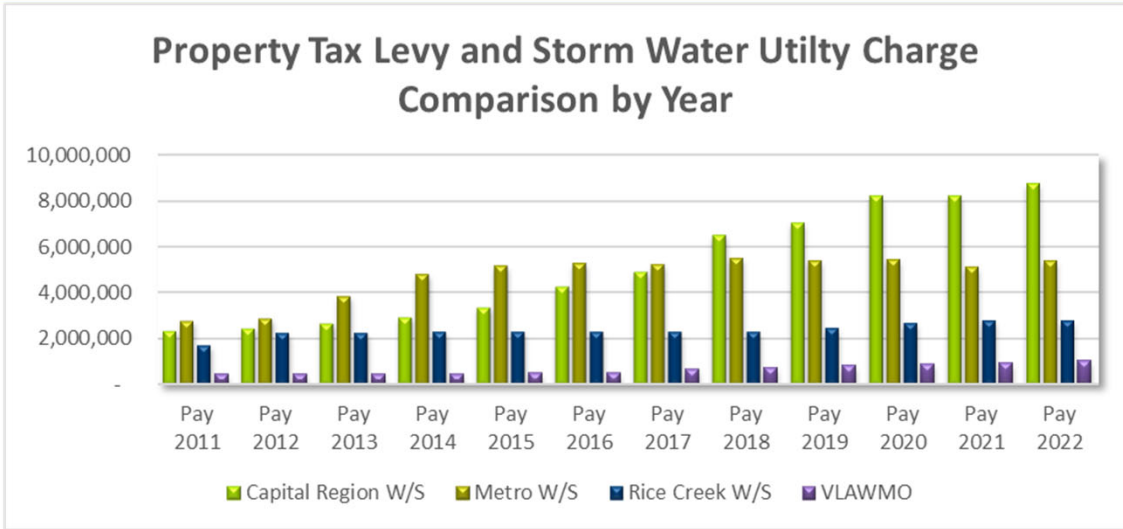
## Takeaways from long range budgeting graphs



- From a long range viewpoint, some additional increases in budget on 5 year table maybe needed for larger costs in some of the following:
  - Public drainage maintenance and /or repair?
  - East Goose Lake Adaptive Lake Management projects?
  - West Vadnais TMDL implementation?
  - Overall inflation in projects bid cost?

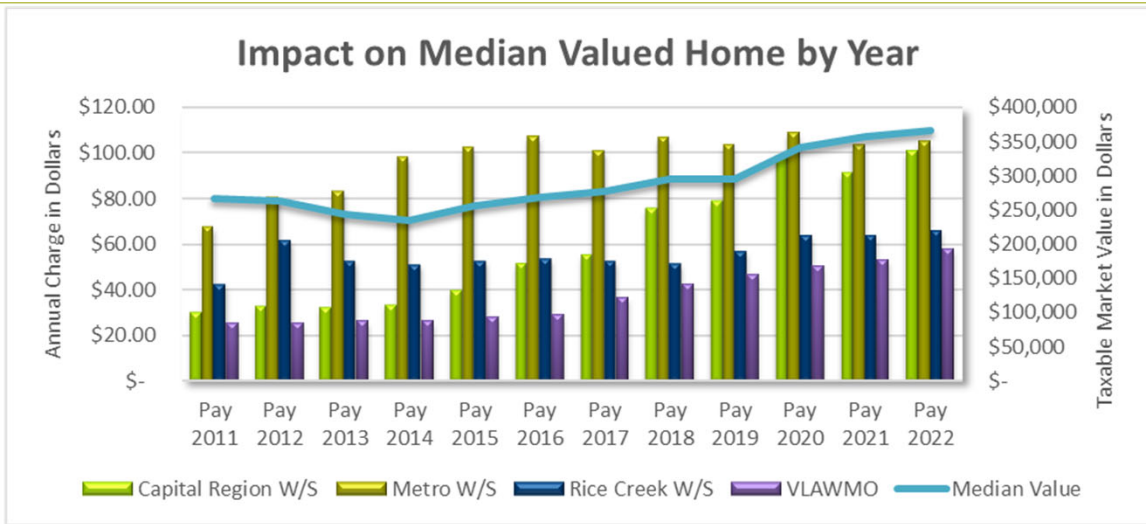
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## Background: Comparable Watersheds in Ramsey County



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## Background: Comparable Watersheds in Ramsey County



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## Requested Board Action



**Requested Board Discussion and Action :** Staff request that the Board review the attached 5 year partnership project table in preparation of the April 27 meeting discussion and consider that the attached table generally captures a high-level plan for partnership projects for the VLAWMO.

Staff also requests that the Board discuss the long range budgeting graphs and provide staff with input

**Possible Board Action:** Director \_\_\_\_\_ moves to approve that the attached 5 year partnership project table generally captures a high-level long range plan for partnership projects for the VLAWMO.

*Vadnais Lake Area Water Management Organization*

LONG-RANGE HIGH LEVEL PROJECT PLANNING & BRAINSTORMING. VLAWMO & PARTNERS IMPLEMENTATION 2023-2027

April 27, 2022 VLAWMO BOARD MEETING

**ATTACHMENT 1**

<i>grant &amp; partnership dependent project / activities (would /may not be implemented without grant and or partnership funding)</i>	2023	2024	2025	2026	2027	Possible Proposed Partners &Notes
<b>Subwatershed Activities</b>						
<b>Gem Lake</b>						
Commercial area retrofit project feasibility study	\$25,000					City/ County
Commercial area retrofit &/or METRO Purple Line partnership-project implementation (Purple Line also in Goose sub)	\$15,000	\$150,000				Cities /County- state grant ?
Golf course water reuse				\$20,000	\$75,000	\$ amount identified is local match to grant only (assume larger CIP project)City, GC,
<b>Lambert Creek</b>						
Whitaker wetland retrofit project & reuse potential Columbia Park (soccer fld)	\$15,000	\$70,000				\$ amount identified is local match to grant only (assume larger CIP project) Cities/Township- state grant?
Debt services on Lambert Sheet Pile Replacement	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	repay loan
Public drainage program maintenance and inspection	\$20,000	\$15,000	\$15,000	\$100,000	\$10,000	City
Public drainage Water quality partnership projects (Branches)	\$25,000	\$10,000	\$30,000	\$20,000	\$40,000	cost sharing to City
Stormwater reuse project (local match for a BWSR grant)				\$20,000	\$85,000	\$ amount identified is local match to grant only (assume larger CIP project) Cities - state grant?
Whitaker Pond restoration (study /project /maint.)	\$10,000	\$60,000				City, County
<b>Goose Lake</b>						
Adaptive Lake Management (ALM) Plan (E Goose)	\$60,000					City (50/50)
E. Goose ALM implementation per ALM Plan (in lake projects )		\$130,000	\$55,000	\$130,000	\$55,000	City (50/50) and state grant ?
E. Goose ALM BMP watershed project per ALM plan					\$150,000	\$ amount identified is local match to grant only (assume larger CIP project), City
Shoreline restoration (White Bear Boat Works site; W Goose)		\$25,000				city
Polar Chev/61 channel restoration					\$25,000	City
Bruce Vento trail stormwater treatment opportunities (also Gem Lk. Subshed?)			\$50,000			City, County. State grant?
Spent Lime demonstration project (Oak Knoll Pond)	\$75,000					City- research grant ?
<b>Birch Lake</b>						
Otter Lake Road project (ramsey county ) over and above BMP	\$30,000	\$40,000				City /County - state grant ?
Other regional water-quality project /shoreline or wetland rest.		\$20,000		\$20,000		City , BLID - grant
Subwatershed neighborhood raingarden projects	\$10,000		\$10,000		\$10,000	City - WBF grant ?
Lake Access project north end of Birch lk.		\$10,000				City, BLID
Rotary Park Restoration projects	\$10,000	\$20,000				City
Sports Center shoreline rest. Expansion	\$15,000					City (could be 2022)
<b>Gilfillan-Tamarack-Black-Wilkinson-Amelia</b>						
Local match for 319 small watershed grant project (Wilkinson)	\$113,000	\$113,000	\$10,000	\$113,000	\$113,000	\$ amount identified is local match to grant only (assume larger CIP project)NOC, City, SPRWS, 319 grant,
Feasibility study for Birch outlet channel (Wilkinson)			\$15,000			City, grant
CR J & intersection BMP project (Ramsey County street project )		\$50,000				\$ amount is VLAWMO cost share only. Ramsey County, grant?
Ash Street and intersection (Anoka Co. street project)			\$50,000			\$ amount is VLAWMO cost share only.Anoka County, City, NOC, grant?
Restoration partnership project (N. of Amelia per 2022 Feas Study)	\$10,000	\$10,000		\$100,000		City, state grant?
Sediment study (Tamarack & Wilkinson)	\$30,000					NOHOA
Internal load/alum Wilkinson (319 grant?)			\$100,000		\$100,000	NOC, City, MS4s, 319 Grant ?
Internal load/alum Tamarack (319 grant)			\$40,000		\$40,000	MS4, grant ?
Tamarack Park (partnership with County Parks)				\$25,000		County Parks, RCD
Cortec pond (enhancements to existing pond)			\$25,000			Township
Centerville Rd. and 96 pond (NW quad)				\$30,000		Township
<b>Pleasant-Charley-Deep Lakes</b>						
TMDL partnership projects			\$10,000	\$20,000	\$25,000	\$ amount is VLAWMO cost share only. City, MS 4, Grant?
Carp mgmt implementation (Pleasant)	\$10,000	\$20,000	\$10,000	\$20,000	\$10,000	SPRWS, NOHOA
Vegetation mgmt (Pleasant & Deep)		\$5,000		\$5,000		SPRWS, NOHOA
Subwatershed neighborhood raingarden projects			\$10,000		\$10,000	NOHOA, City, SPRWS

Joint city hall /NOHOA building	\$10,000	\$30,000					\$ amount is VLAWMO cost share only. City, NOHOA
Water and nutrient balance study for the 3 lakes				\$40,000	\$40,000		SPRWS, NOHOA
<b>Sucker-East &amp; West Vadnais Lakes</b>							
TMDL report and plan development (W Vadnais)		\$20,000					\$ amount is VLAWMO cost share only. City, MS4, RWMWD
TMDL partnership projects (W Vadnais)			\$10,000	\$15,000	\$20,000		\$ amount is VLAWMO cost share only. City, MS4, RWMWD
Vadnais-Sucker Channel vegetation restoration				\$20,000			City, SPRWS, RCD
Vadnais-Sucker Lake Park ongoing restoration work			\$10,000	\$10,000			GRG, County, SPRWS
Sediment study (W Vadnais)	\$20,000						RWMWD
Edgerton St. & Centerville project (Ramsey County)	\$30,000	\$10,000					resiliency grant?
Trail project - Vadnais Blvd to County Road E				\$40,000			City, County
Internal load mgmt/alum (W Vadnais)			\$75,000		\$75,000		RWMWD, MS4 in TMDL
Stormwater study Meadowood area (city of VH)		\$15,000					City
Stormwater water quality retrofit on Meadowood				\$15,000			City
North Oaks GC water reuse			\$35,000				State Grant
Rough fish/AIS management (W Vadnais)	\$20,000	\$15,000	\$15,000	\$15,000	\$10,000		\$ amount is VLAWMO cost share only. RWMWD
<b>Watershed Wide Partnerships</b>							
VLAWMO cost shares	\$50,000	\$60,000	\$70,000	\$80,000	\$90,000		Cities /township/County
Groundwater quantity cost-share program	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000		Cities /township/County
Assist MS4 programming/implementation	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000		Cities /township/County
Wetland assessment plan		\$15,000		\$15,000			Cities
Maintenance and operation (built projects & restorations)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000		
BWSR WBF grant (match)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000		Cities /township/County
<b>Subwatershed Activities Total</b>							
	<b>\$708,000</b>	<b>\$1,018,000</b>	<b>\$750,000</b>	<b>\$978,000</b>	<b>\$1,088,000</b>		<- Dependent on Partner Contribution
	\$908,400					Average over 5 years	

## Agenda Item VI. A. 4

# Discussion of draft Preliminary 2023 Budget

Phil Belfiori  
VLAWMO Board meeting  
April 27, 2022



## Discussion on Rough draft 2023 budget table provided in packet **See Attachment #1**



- Possible Capital Improvement Projects: (summary of some of the anticipated larger Projects or CIPs):
  - **Gem Lake Subwatershed:** \$25,000 - \$65,000
    - Commercial area retrofit project study and or implementation
    - Water reuse study
  - **Lambert Creek Subwatershed:** \$40,000 - \$55,000
    - Whitaker wetland retrofit project & reuse potential Columbia Park
    - Public drainage Water quality partnership projects
    - Sheet pile debt service - \$38,568
  - **Goose Lake Subwatershed:** \$30,000 - \$67,500
    - E Goose ALM Studies and Implementation Planning. Assume 50% partnership with City and that required approvals from Council
    - Spent Lime demonstration project – if not grant (assumed 50% partnership with City)

## Summary of Attached rough draft 2023 budget table



- Capital Improvement Projects: (summary of some of the anticipated larger projects):
  - **Birch Lake Subwatershed:**\$40,000 - \$65,000
    - Otter Lake Road project (ramsey county ) over and above BMP partnership
    - Subwatershed neighborhood raingarden projects
    - Rotary Park Restoration projects
    - Sports Center shoreline rest. Expansion
  - **Gilfillan, Black Tamarack Wilkinson Amelia Subwatershed:**\$140,000 - \$170,000
    - Wilkinson Lake - 319 Grant Project and Related Work (VLAWMO portion only)- design and possible start of project Implementation
    - North of Amelia Study and implementation
    - Tamarack & Wilkinson Sediment Study
    - Gilfillan Lk. SLMP
  - **Pleasant Charley Deep Subwatershed:**\$20,000- \$30,000
    - Carp mgmt and Vegetation management implementation
    - Joint city hall /NOHOA building
  - **Sucker Vadnais Subwatershed:**\$30,000 -\$60,000
    - Edgerton St. & Centerville project(Ramsey County) Sucker Vad. Regional park restoration
    - Possible West Vadnais Lk. Budget items? (not included)?

## Summary of Attached rough draft 2023 budget table



- Programs (ongoing):
  - Ditch Maintenance, ongoing ditch main. and Technical work & assistance w/local partners & past project maintenance program
  - Cost Share w/ BWSR WBF Project via either Cost share (level 2) or Project monitoring
  - GW cost share program?- not included in \$ in table
  - Education and Outreach,
  - MS 4 partnerships
- Operations & Administration: this identified amount (ranges) are driven mostly by the Board approved performance based salary adjustment policy and recently approved updated employee benefits package.



## Summary of Attached rough draft 2023 budget table (continued)



- Total initial budget expenditures (VLAWMO funding only) identified in attached rough draft 2022 budget table = **\$1,246,405M - \$1,498,988M**
- Income (for discussion only) identified in attached rough draft 2023 budget table is **\$1,172,042 - 1,227,606M** (which includes a range in the draft table of 5-10% increase in SSU – see long range budgeting discussion in previous agenda item.
- Identifies a range of income of **\$300,000 - \$400,000?** (depending when project are constructed?)
  - Includes possible in BWSR WBF grant, 319 grant implementation, NOC for Wilkinson project design /implementation and City of WBL partnership (pending City /Board approvals

## Summary of Attached rough draft 2023 budget table (continued)



- Fund Balance:
- Use of fund balance/reserves to fund 2022 expenses (range) = **\$0 - \$326,118**
- Range for Predicted Fund balance at year end 2022- 12/31/2022 = **Apx. \$880,000- \$1,260,000**
- -Minimum fund balance required per Board Policy(assume 35%-50%) = **\$472,000 - \$675,000**
- Range for Predicted Fund balance at year end 2023- (12/31/2023) = **Apx. \$823,054 - \$1,130,701**
- -Minimum fund balance required per Board Policy (assume 35%-50%) = **\$478,000 - \$752,000**

## Next Steps: Proposed 2023 Budget Planning and Development Schedule



- March 23, 2022 - Subcommittee Discussion – High level long range project budget planning (done)
- April 27, 2022 – Preliminary 2023 budget discussion /direction at the VLAWMO Board meeting (today)
- Early June 2022 – Board Subcommittee + TEC member? Meeting on draft 2023 budget - (Preliminary draft 2023 budget sent out to Board subcommittee + TEC member apx. one week before meeting)
- June 22, 2022 – VLAWMO Board consideration of 2023 budget
- Aug. 24, 2022 – VLAWMO Board consideration of storm sewer utility rates for 2023
- Oct. 26, 2022 - VLAWMO Board consideration of storm sewer utility certification lists for 2023
- Dec. 14, 2022 – Consider 2023 fund balances and “working” budget

Vadnais Lake Area Water Management Organization

## Requested Board Discussion



- Discussion on rough draft 2023 budget -**See Attachment #1**
  - Does the Board wish to provide direction regarding priorities to the Board Subcommittee Committee for their meeting in Early June?
- Would the Board like staff to request participation by a TEC member in subcommittee again this year?
- Possible date for Subcommittee meeting?- **June 6, 7 or 8 via Zoom** (also discuss Wilkinson Engineering RFP at this meeting?)

Vadnais Lake Area Water Management Organization

# ATTACHMENT 1- 2023 Preliminary Rough Draft Budget for 4/27/22 Board meeting --- For Discussion Pur

VLAWMO BUDGET 2021		Approved 2022 "working" Budget	Preliminary Rough Draft 2023 Budget (Rough)	2023 Notes
EXPENSE				
3.1	Operations & Administration	\$657,488	\$703,905 - \$711,488	
3.110	Office	\$27,097		
3.120	Information systems	\$25,865		
3.130	Insurance	\$7,210		
3.141	Consulting -Audit	\$8,191		
3.142	Consulting - Bookkeeping	\$1,500		
3.143	Consulting - Legal	\$5,000		
3.144	Consulting - Eng. & Tech.	\$44,000		
3.150	Storm Sewer Utility	\$14,000		
3.160	Training - staff, board, TEC	\$12,500		
3.170	mileage and noticing	\$6,300		
3.191	Employee payroll	\$391,400		salary adjustments based on performance based matrix per Board Policy
3.192	Employee liability (benefits)	\$114,425		
3.2	Monitoring & Studies	\$51,000	\$37,000 - \$45,000	
3.210	Lake & creek program lab analysis	\$18,000		
3.220	Equipment	\$3,000		
3.230	Wetland assessment & management	\$15,000		may go into 2023
3.240	(New) Watershed Plan	\$15,000		
3.3	Education & Outreach	\$25,500	\$21,500- \$35,000	
3.310	Public Education	\$6,000		
3.320	Communication, Outreach and	\$17,500		
3.330	Community Blue education grant	\$2,000		add \$5K in 2023 for water stewards program
3.4	Capital Improvement Projects	\$614,351	\$479,000- \$702,500	
	<i>Subwatershed Activity</i>			
3.410	Gem Lake subwatershed	\$10,000	\$25,000 - \$65,000	Commercial area retrofit project study and or BMP implementation and or water reuse study
3.420	Lambert Creek subwatershed (Does NOT Include Debt Service)	\$114,432	\$40,000 - \$55,000	Whitaker wetland retrofit study and possible partnership project upstream of public ditches.
3.421	Lambert Pond Project Loan Debt Service	\$38,568	\$40,000	thru 2032- \$40,000.
3.425	Goose Lake subwatershed	\$80,000	\$30,000 - \$67,500	E Goose ALM Studies and Implementation Planning. Assume 50% partnership with City and that required approvals from Council, spent lime demonstration project if grant not available.
3.430	Birch Lake subwatershed	\$10,000	\$40,000 - \$65,000	Otter Lake Road project (ramsey county )BMP partnership, Rotary Park partnership project, Sports center shoreline restoration project, subwatershed Raingarden projects.
3.440	Gilfillan Black Tamarack Wilkinson Amelia sub	\$105,500	\$140,000 - \$170,000	Wilkinson Lake cash match for design and some project Implementation, North of Amelia Study or implementation, Tamarack & Wilkinson Sediment Study, Gilfillan SLMR survey
3.450	Pleasant Charley Deep subwatershed	\$45,000	\$20,000- \$30,000	Carp mgmt and Vegetation management implementation, partnership on possible new city hall building
3.460	Sucker Vadnais subwatershed	\$41,500	\$30,000 - \$60,000	Edgerton St. & Centerville project partnership(w/Ramsey County), sucker vadnais park restoration, possible West Vadnais budget items??pending boundary discussions
3.48	<i>Programs</i>			
3.481	Soil Health Grant	\$5,000	\$8,000	add \$3k due to demand in 2022
3.482	Landscape 1 - cost-share	\$16,000	\$16,000 - \$22,000	Fund new policy for Groundwater quantity cost-share program? (add \$10K- \$20K).
3.483	Landscape 2	\$45,751	\$30,000- \$40,000	includes some of the BWSR WBF grant local match?
3.484	Project research and MS 4 partnership work	\$0	\$10,000	Assist MS4 programming/implementation
3.485	Maintenance and operations (Facilities maintenance & Public Ditch maintenance)	\$102,600	\$50,000 - \$70,000	Public drainage program maintenance and inspection-engineering and implementation, VLAWMO facilities/completed project maintenance
3.5	Regulatory	\$2,000	\$5,000	
3.510	Engineering plan review	\$2,000	\$5,000	
<b>Total budget</b>		<b>\$1,350,339</b>	<b>\$1,246,405- \$1,498,988</b>	
<b>INCOME</b>				
5.1				
5.11	Storm Sewer Utility	\$1,019,521	\$1,166,842- \$1,222,406	Range shows 5% increase in SSU from 2022 to 10% increase in SSU from 2022.
5.12	Fees for Service	\$200	\$200	
5.13	Interest	\$1,500	\$2,000	
5.14	Misc. income - WCA admin grant	\$3,000	\$3,000	
	<b>Total VLAWMO income</b>	<b>\$1,024,221</b>	<b>\$1,172,042 - \$1,227,606</b>	
5.15	TOTAL- Other funding sources - grants, partnerships donations	\$324,500	\$300,000- \$400,000	
	BWSR WBF 21 - 23	\$46,500	\$46,500	BWSR WBF
	Proposed MPCA 319 Wilkinson Lake BMP	\$186,000	\$188,000	319 for Wilkinson project
	NOC per proped partnership agreement for Will	\$62,000	\$64,000	NOC for 50% of local match

			\$X
	City of WBL proposed E Goose ALM partnership?	\$30,000	\$67,500
5.16	From reserves /use of fund balance	\$326,118	\$19,299- \$326,946
5.17	Predicted Fund balance at end of 2022(year end 2021 per Audit is <b>\$1,019,521</b> )	\$1,150,000	\$1,130,701- \$823,054
	Minimum fund balance required per Board Policy (assume 35% to50%of total general fund budget)	\$472,000 - \$675,000	\$478,000-\$752,000

other grant revenue ?  
city of WBL for Goose or Spent lime partnership?

predicted Fund Balance at end of year 2023

To: VLAWMO Board of Directors

From: Phil Belfiori and Lauren Sampedro

Date: April 18, 2022

Re: **VI.A.5. City of Shoreview Boundary with VLAWMO**

### Introduction

The purpose of this agenda item is to obtain Board direction on if it wishes to support changing the political boundary between VLAWMO and Rice Creek Watershed District (RCWD) in the area of the City of Shoreview or maintain the existing political boundary identified in the approved 2017-2026 VLAWMO Watershed Management plan.

### Background

Staff received the proposed revised hydrologic watershed boundary from the RCWD on March 25, 2022. The purpose of RCWD's work is to reconcile its hydrologic and political boundaries where they drain to other watersheds. SEH and staff conducted a technical review of RCWD's proposed hydrologic boundary changes and determined the proposed changes are generally accurate, with some areas needing additional investigation. As part of this technical boundary review, staff noted that: 1) VLAWMO/RCWD hydrologic boundary and political boundary lines differ within the City of Shoreview, and 2) the 2022 RCWD-proposed hydrologic boundary in the area of the City of Shoreview (see maps in attached Powerpoint) are generally the same as what was identified in the 2017-2026 approved VLAWMO WMP. Currently, per the approved watershed plan, Shoreview does not have any area within VLAWMO and is not in the VLAWMO JPA.

Staff and Shoreview staff discussed this matter earlier this month and initially concurred from a staff level that there are administrative and water management advantages to maintain the existing VLAWMO & RCWD political boundary including: 1) the need to revise the JPA to add a small area of an additional City, 2) need to appoint an additional board member for a small area that may not have many future project or programs in this area. This boundary issue was identified and considered in the approved 2017-2026 VLAWMO WMP (see Plan language in attached Powerpoint).

### Requested Board discussion

Staff requests that the Board discuss and provide direction to staff on if it wishes to maintain the existing political boundary identified in the approved 2017-2026 VLAWMO Watershed Management plan.

### Proposed Motion

Director \_\_\_\_\_ moves to approve maintaining the existing RCWD/VLAWMO political boundary within and in the area of the City of Shoreview consistent with the approved 2017-2026 Watershed Management Plan.

### Attachments:

PowerPoint Slides

# RCWD Revised Hydrologic Watershed Boundary Review

Attachment 1

## Shoreview Boundary with VLAWMO

**Phil Belfiori & Lauren Sampedro**  
**Board of Directors Meeting**  
**4/27/2022**



## Background

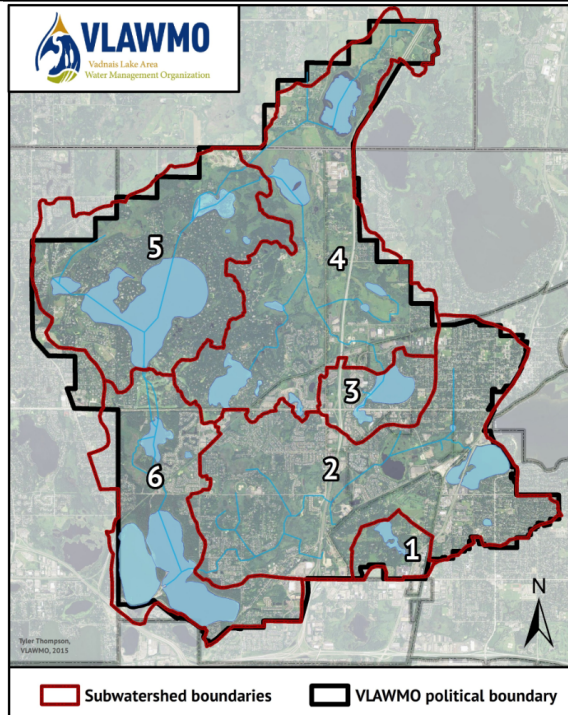


- RCWD is reconciling its hydrologic and political boundaries where they drain to other watersheds
  - Current focus is Ramsey County
- RCWD contacted VLAWMO, MWMO, CRWD, and RWMWD to review a revised hydrologic watershed boundary on 3/25/2022
- SEH and staff reviewed RCWD's hydrologic boundary changes proposed by RCWD and determined the proposed changes are generally accurate, with some areas needing additional investigation
- After WDs/WMOs review the hydrologic boundary, RCWD will propose an updated Political boundary

Vadnais Lake Area Water Management Organization

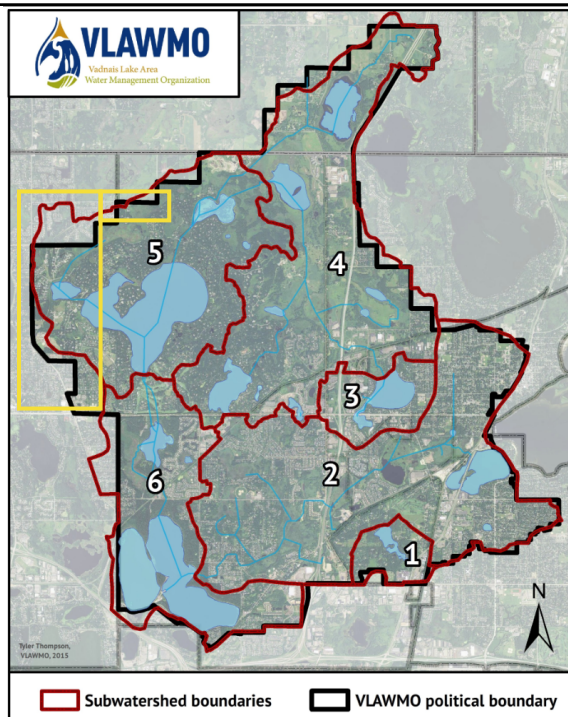
# Background - VLAWMO's Hydrologic & Political Boundary map in the approved 2017-2026 WMP

Vadnais Lake Area Water Management Organization



# The 2022 RCWD- Proposed Hydrologic Boundary Changes in the area of the City of Shoreview (golden boxes to right) are generally the same as what was identified in this map from the 2017-2026 Approved VLAWMO WMP

Vadnais Lake Area Water Management Organization



## Background - 2017-26 VLAWMO Watershed Mgmt Plan



### Approved Language on Boundary

- Chapter 1, Page 14
  - “VLAWMO’s political boundary varies from the hydrological boundary which is a common occurrence for a watershed agency.”
  
- Appendix B, 2.1
  - “The actual [hydrologic boundary] area includes portions of Shoreview and Little Canada...VLAWMO’s implementation efforts will focus on projects within the political boundary while partnering with neighboring watersheds on projects that cross boundaries.”

Vadnais Lake Area Water Management Organization

## Initial Discussion with Shoreview



### Potential Changes to Political Boundary

- After RCWD receives concurrence on hydrologic boundary it will recommend a political boundary update
- Staff and Shoreview staff initially discussed maintaining existing VLAWMO & RCWD political boundary with Shoreview instead of adding Shoreview to VLAWMO boundary area & the VLAWMO JPA (Currently per the approved watershed plan, Shoreview does not have any area within VLAWMO and is not in the JPA).

Vadnais Lake Area Water Management Organization



## Requested Board discussion and Action



- Staff requests that the Board discuss and provide direction to staff on if it wishes to support changing the political boundary between VLAWMO and RCWD in the area of the City of Shoreview
- **Proposed Board motion if the Board wishes to support maintaining the political boundary identified in the approved WMP :**

Director \_\_\_\_\_ moves to approve maintaining the existing RCWD/VLAWMO political boundary within and in the area of the City of Shoreview consistent with the approved 2017-2026 Watershed Management Plan

Vadnais Lake Area Water Management Organization

To: VLAWMO Board of Directors

From: Phil Belfiori, Dawn Tanner

Date: April 20, 2022

**Re: VI. B. 1. Consider engineering RFP for design of Wilkinson/319 BMP Project**

VLAWMO staff have prepared a Request for Proposals (RFP) for engineering to advance and complete engineering design, facilitate and complete permitting, prepare final plans and specifications, lead the bid request and selection process, and conduct oversight and inspection during construction of the Wilkinson BMP Project. The TEC has continued to receive updates on this project as they are received by VLAWMO staff.

Recently completed site investigation, focused on soil borings and associated results, has allowed further specification of the requested design. The BMP is expected to be a deep-water wetland restoration with ponding elements. It may include an outlet structure and/or weir, depending upon recommendations, design, and further site investigation that will be conducted by the selected engineering team. An overflow bypass is requested to be considered by the engineer; early analysis shows that a bypass may not be feasible in the wetland soils.

Supporting documents attached or linked in the packet include:

- The RFP draft, pending approval by the Board; the draft will incorporate final nonmaterial changes before being finalized and a link page will be set up on the VLAWMO website to provide documents described in the RFP
- The Geotechnical Investigation Summary
- Wilkinson Summary Memo by Barr Engineering

Consistent with VLAWMO Professional Services policy (10/26/2016), VLAWMO staff will submit the RFP to 3 qualified firms. Staff recommend sending the RFP to: Barr Engineering because of their experience in developing the project to date, Houston Engineering, Inc., because of their experience working in similar landscape conditions in neighboring watersheds, and Stantec (which recently purchased Wenck) because of their experience developing the TMDL for Wilkinson Lake. The resulting proposals will be evaluated/scored by VLAWMO staff, discussed by the Policy and Personnel Subcommittee, and a recommendation will be brought to the Board for a final decision at the regular June 22, 2022, Board meeting.

VLAWMO staff propose a deadline of May 25, 2022 for submission of proposals. The ranked proposals will be sent to the subcommittee the following week. VLAWMO staff propose a subcommittee meeting June 6, 7, or 8 to discuss proposals and determine a recommendation to the Board.

**Requested actions:** VLAWMO staff request that the Board authorize VLAWMO staff to:

- Finalize the RFP with remaining highlighted details, possible nonmaterial changes, and/or advice from legal counsel
- Send the Request for Proposal and Qualifications for the Wilkinson Lake BMP Project, North Oaks, MN, by VLAWMO staff to 3 qualified engineering firms with a submission deadline of May 25, 2022
- Evaluate and score proposals received and provide a discussion with a recommendation to the Policy and Personnel Subcommittee

VLAWMO staff further request that the Board authorize the Policy and Personnel Subcommittee to:

- Coordinate with VLAWMO staff to schedule meeting for June 6, 7, or 8
- Evaluate engineering proposals received along with the scoring/discussion/recommendation from VLAWMO staff to provide a recommendation to the Board for the June 22, 2022, meeting

### **Proposed Motion**

Moved by Director \_\_\_\_\_ and second by Director \_\_\_\_\_ to approve the requested actions specified above.

**TMDL update:** As described in the February Board packet, following preliminary discussion with the MPCA, VLAWMO staff continued discussion with the MPCA to set up a meeting for possible additional project support from TMDL responsible parties related to MS4 reporting. The MPCA determined that the Wilkinson BMP Project with 319 funds is not eligible for MS4 permit reporting. It is outside of the stormwater conveyance system, which is a point-source of pollution. Federal 319 projects are required to reduce nonpoint-source pollution outside of the MS4 curb/gutter and pipe system. Parties that had expressed interest in participating in MPCA discussions were notified of this result by VLAWMO staff.

### **Attached:**

1. Powerpoint – Consider RFP for design of Wilkinson/319 BMP Project (attached)
2. RFP draft, pending approval by the Board (attached)
3. Geotechnical Investigation Summary ([linked](https://www.vlawmo.org/index.php/download_file/3847/))  
[https://www.vlawmo.org/index.php/download\\_file/3847/](https://www.vlawmo.org/index.php/download_file/3847/)
4. Wilkinson Summary Memo by Barr Engineering ([linked](https://www.vlawmo.org/index.php/download_file/3846/))  
[https://www.vlawmo.org/index.php/download\\_file/3846/](https://www.vlawmo.org/index.php/download_file/3846/)
5. VLAWMO Professional Services Policy (attached)

**Attachment #1****VI. Business. 1. Consider RFP for design  
of Wilkinson/319 BMP Project****April 27, 2022, VLAWMO Board Meeting**

# Request for Proposals



- VLAWMO staff prepared a Request for Proposals (RFP) for engineering to:
  - Advance and complete engineering design
  - Facilitate and complete permitting
  - Prepare final plans and specifications
  - Lead the bid request and selection process
  - Conduct oversight and inspection during construction of the Wilkinson BMP Project
- The TEC has continued to receive updates on this project as they are received by VLAWMO staff

Vadnais Lake Area Water Management Organization

# Informing the Design



- Soil borings, lab testing, and analysis were completed
- Using the results to refine, the BMP is expected to be a deep-water wetland restoration with ponding elements that may include an outlet structure and/or weir. An overflow bypass is requested to be considered by the engineer; early analysis shows that a bypass may not be feasible in the wetland soils.
- Supporting documents:
  - The RFP draft, pending approval by the Board (attached)
  - The Geotechnical Investigation Summary (linked)

*Vadnais Lake Area Water Management Organization*

# Next Steps



- Consistent with VLAWMO Professional Services policy (10/26/2016), VLAWMO staff will submit the RFP to 3 qualified firms
- Resulting proposals will be evaluated/scored by VLAWMO staff, discussed by the Policy and Personnel Subcommittee, and a recommendation will be brought to the Board for a decision at the regular June 22, 2022, Board meeting

## Timeline:

- VLAWMO staff propose a deadline of May 25, 2022 for submission of proposals
- Ranked proposals will be sent to the subcommittee the following week
- A subcommittee meeting will be south for June 6, 7, or 8 to discuss proposals and determine a recommendation to the Board

*Vadnais Lake Area Water Management Organization*

# Requested Actions



VLAWMO staff request that the Board authorize staff to:

- Finalize the RFP with remaining highlighted details, possible nonmaterial changes, and/or advice from legal counsel
- Send the Request for Proposal and Qualifications for the Wilkinson Lake BMP Project to 3 qualified engineering firms with a submission deadline of May 25, 2022
- Evaluate and score proposals received and provide a discussion with a recommendation to the Policy and Personnel Subcommittee

VLAWMO staff further request that the Board authorize the P&P Subcommittee to:

- Coordinate with VLAWMO staff to schedule a meeting June 6, 7, or 8
- Evaluate engineering proposals received to provide a recommendation to the Board for the June 22, 2022, meeting.

*Vadnais Lake Area Water Management Organization*

# Motion



Moved by Director \_\_\_\_\_ and second by Director \_\_\_\_\_ to approve the requested actions

*Vadnais Lake Area Water Management Organization*

## Attachment 2

April 28, 2022

### **RE: Request for Proposal and Qualifications for the Wilkinson Lake BMP Project, North Oaks, MN**

VLAWMO invites you to submit a proposal to provide engineering services for the Wilkinson Lake BMP Project in North Oaks, MN. This letter provides background information, an anticipated scope of work, and deliverables. If you decide to submit a proposal, the submittal deadline is **May 25, 2022** (COB).

#### **Project Name:**

Wilkinson Lake BMP Project (referred to as the “Project” throughout). The Stormwater Spine, which is also referenced in this document, is a larger visioning of a possible collection of current plus future projects to improve water quality in Wilkinson Lake. The Stormwater Spine is beyond the scope of the current Project. Additional projects may be pursued by VLAWMO and/or partners following successful completion of the current Project.

#### **Data Warranty Statement:**

All data, models, and reports (provided or downloaded from the VLAWMO website) are provided “as is”, and without warranty. The background reports and materials provided by VLAWMO are for informational purposes only and are not intended to be relied upon. Each proposer is responsible for verifying the information it provides as part of its proposal.

#### **Location:**

Area to the north of a main ditch convergence and associated wetland area to the south of Wilkinson Lake in North Oaks, MN, (45.105871, -93.061012) is the target location for the Project and associated restoration (See Figure 1-3 below). Land within the restoration area is privately owned by North Oaks Farms which also does business as North Oaks Company (referred to and NOC/NOF throughout). A Conservation Easement is in place with the Minnesota Land Trust (MLT) that consists of 2 areas, the conservation area and the agricultural area. The Conservation Easement affects the planned Project area. An easement is also completed for the Project (attached) that includes map(s) and survey of the Project boundary in more detail. The Project is not located within a MN DNR Public Water.

#### **Purpose:**

The purpose of this Project is to decrease sediment and phosphorus delivery into Wilkinson Lake, to improve wetland habitat for wildlife, and to build an aesthetic feature for the community that is viewable via the proposed and existing North Oaks trail network. Highlighting the role of the BMP in water-quality improvement and in providing high-quality habitat for wildlife will be a goal of educational efforts by VLAWMO during construction and following completion of the BMP.

The Project is expected to accomplish nutrient reduction and have possible components including: deep-water wetland restoration, dredging to establish ponding areas, an outlet control structure (e.g., weir), and a maintenance access area. Consideration of a possible overflow bypass should be included but may not be feasible to include in final project design.

The ditch system that flows into Wilkinson Lake receives water from Birch Lake, which is a high-quality lake, and Tamarack Lake, which is impaired for nutrients. The 3 lakes together are a priority for VLAWMO for improvement through the longer-term vision included in the active, 16-year, federal Clean Water Act Section 319 grant program. The proposed Project area has a ~3,115-acre watershed.

**Funding Source and Project Budget:**

A portion of the funding for this Project is provided as part of the MPCA administered/EPA funded 319 small, priority watershed grant program. VLAWMO was a designated recipient for funding in 2021. The Project budget is anticipated to be a total of \$534,510. All design engineering and related work (pursuant to this RFP), project construction, and construction oversight/inspection are part of the \$534,510 budget.

**TMDL Listing:**

Wilkinson Lake is impaired waterbody listed for nutrients. Wilkinson Lake was listed as impaired for nutrients in 2010; 303(d) Listing Information is AUID #62-0027-00. Wilkinson Lake has an approved Total Maximum Daily Load (TMDL) completed in 2013, TMDL implementation plan completed in 2014, and completed feasibility studies from 2017 and 2020 to identify high-level concept Best Management Practices (BMPs) to improve water quality.

Vadnais Lake Area WMO TMDL and Protection Study that includes Wilkinson Lake (2013) and Implementation Plan (2014): <https://www.vlawmo.org/resources/retrofit-studies/>

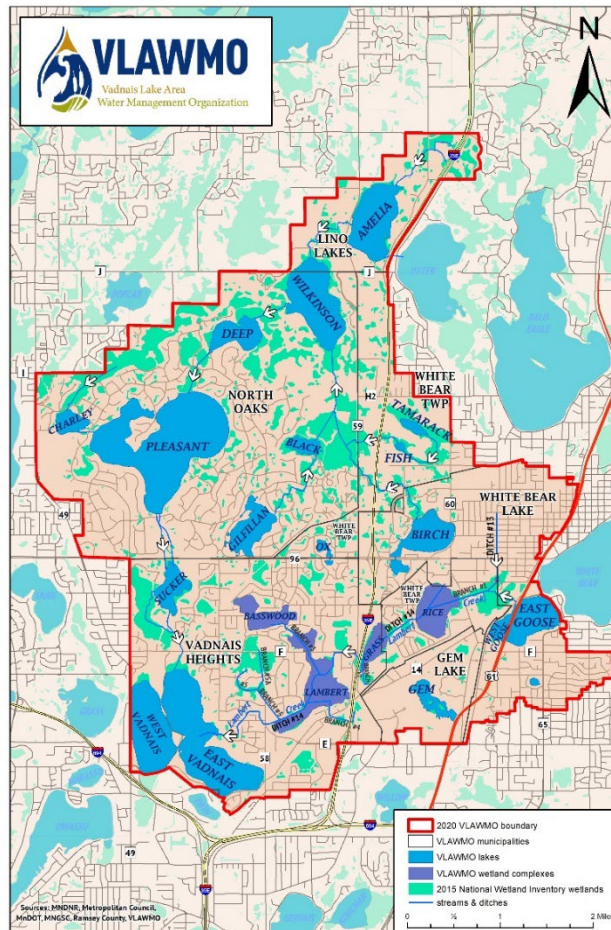
Vadnais Lake Area WMO Goose and Wilkinson Lake Feasibility Study (2017) and Wilkinson Lake Feasibility Report (2020): <https://www.vlawmo.org/waterbodies/lake-wilkinson/>

**Project Background:**

A detailed, Nine Key Element (NKE) document was developed for Wilkinson, Birch, and Tamarack Lakes, and approved for funding by the U.S. Environmental Protection Agency in 2021. The current project in this RFP was identified as a priority concern to address critical phosphorus loading to Wilkinson Lake (Figure 1).

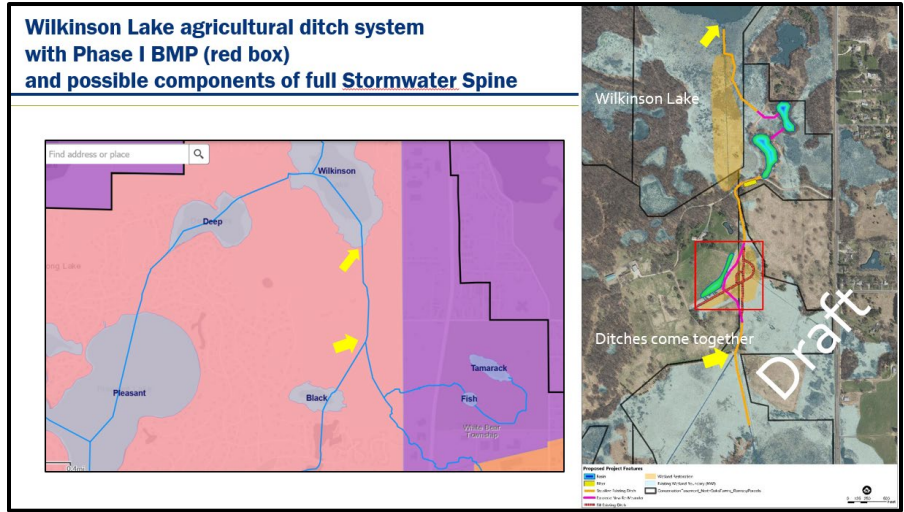


Figure 1: Vadnais Lake Area Watershed. Note the locations of Wilkinson, Tamarack, and Birch Lakes.



The current Project has been the focus of a completed feasibility study in partnership between VLAWMO and North Oaks Company. That feasibility identified a possible longer-term connected network of BMPs, referred to as the Wilkinson Lake Stormwater Spine. The location of the Wilkinson Lake Stormwater Spine was identified and selected as regionally important to strategically treat water prior to entering Wilkinson Lake; Wilkinson Lake receives water from Tamarack and Birch Lakes through an extensively channelized system. Target areas are important in a largely developed watershed and provide key locations, where the majority of subwatershed runoff flows through an agricultural ditch system prior to entering Wilkinson Lake (Figure 2).

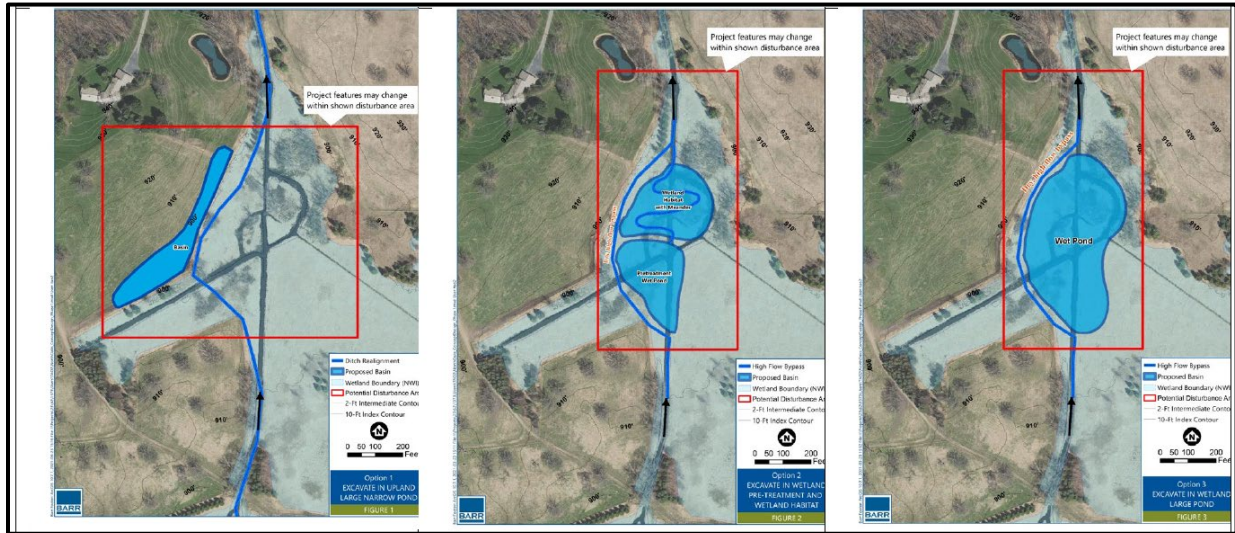
Figure 2: Location of Phase I and anticipated Stormwater Spine. The Project location is identified in the red rectangle to the north of the location where the ditches come together.



North Oaks Company/North Oaks Farms (NOC/NOF) is a major landowner in North Oaks. NOC/NOF has taken on a leadership role in working closely with VLAWMO to develop the concept-level plans for the Wilkinson Stormwater Spine and this Project. NOC/NOF have a Memorandum of Understanding (MOU) and Maintenance Agreement with VLAWMO for the Project. A temporary easement for the Project construction and extended-temporary maintenance is completed with NOC/NOF and MLT for the Project area.

Concept-level design options were part of the feasibility process that was done by Barr Engineering in advance of this RFP. That work resulted in 3 possible high-level concepts (Figure 3). Based on soil borings collected and analyzed within the Project area (completed in April 2022), the upland treatment pond and pond with meander components are not likely to be part of final design. Based on attached Barr memo and soils data, none of these specific concepts are likely to be pursued further. Additional samples to be determined and undertaken by the project engineer will be needed to determine final Project parameters and design elements. It is expected at this time that the design will focus on a deep-water wetland restoration with ponding areas, with a possible outlet control structure that may also include a weir. The location will be shifted to the north of the pond concept design shown below to minimize wetland impacts.

Figure 3: Concept-level design options for the Project. It is anticipated that design will follow the recommendation memo provided by Barr Engineering (April 14, 2022). The concept illustrations below were provided for early discussion purposes in preparation for project easement acquisition and further site investigation. This figure is part of a handout that was provided to the City of North Oaks Council and North Oaks Home Owners Association.



**Recent Efforts Completed by VLAWMO and Partners specific to the Project and the Small Priority Watershed Grant** (Available through the following [link](#) (Note to Board: These links will be provided to engineers through the VLAWMO website following the April Board meeting). These documents are all provided “as is”, and without warranty):

- Preliminary feasibility result memo from Barr Engineering (This memo is included as an attachment in the memo dated April 14, 2022)
- Introductory meeting with permitting entities (April 2021)
- MOU and Maintenance Agreement with NOC
- MPCA workplan, budget, and grant contract
- NKE document
- Letter of support from MLT for activities to take place within conservation easement area
- Project Temporary (Construction) and Extended-temporary (Maintenance) Easement, which includes survey of the easement area and Project boundaries
- Soil borings (2 locations), lab analysis, (report dated April 17, 2022) and resulting recommendations memo from Barr Engineering (memo dated April 14, 2022)

**Engineering Expectation Summary:**

The project engineer will develop a preliminary design for the nutrient-reduction BMP and restoration, based on concepts generated so far and incorporating additional survey, sampling, and modeling and other relevant data as identified by the engineer. The BMP will have the primary project goals of decreasing nutrient delivery to Wilkinson Lake, as outlined in the TMDL, and improving habitat quality. Design components will be developed by

the project engineer. It is understood by VLAWMO, at this time, that the BMP will be focused on a deep-water wetland restoration, ponding areas, and construction of a maintenance access area for sediment removal.

The engineer will use their preliminary design to work with permitting entities (and revising design elements as recommended by permitting entities) to secure permits. An initial meeting was held with permitting entities in April 2021 by VLAWMO to begin the permit conversation that will include Wetland Conservation Act (WCA) and U.S. Army Corps of Engineers (USACE). No permits have been obtained.

The engineer will develop plans including final plans and specifications, facilitate a successful bid process including use of QuestCDN for bid submission, provide a recommendation to the VLAWMO Board for contractor selection, provide engineering oversight and inspection during construction, and conduct project close-out including providing Project As-Builts.

The Project will have 5 main Phases:

1. Project Concept Refinement and Early Preliminary Design
2. Regulatory Agency Coordination and Submission of Permit Applications
3. Preliminary Design
4. Final Design
5. Construction

These phases are further broken down in the following Scope of Work.

**Scope of Work:**

The following components are anticipated as part of the full process (including but not limited to):

1. Familiarize self with project area to inform concept refinement
  - a. As relevant, conduct initial site visits with VLAWMO and NOC/NOF staff and use desktop materials to supplement site visits
2. Advance early concepts to prepare an early preliminary design and technical memorandum
  - a. Become familiar with existing data, including, but not limited to, LiDAR (provided by VLAWMO, or available through the DNR), aerial photos, existing infrastructure maps, monitoring data, prior feasibility studies, the TMDL, concept and soil boring memos, to prepare for development of an early preliminary design.
  - b. Conduct new detailed site-level investigation/data collection necessary to inform early preliminary design, including site survey, where construction is considered, and collect soil samples and geotechnical data (e.g., to determine soil integrity) as deemed necessary by project engineer, including but not limited to:
    - i. Additional soil borings or cores (and analysis) to inform design
    - ii. Soil samples: Collect and analyze samples within the Project area to characterize contamination levels and determine necessary level of spoil handling with associated costs (e.g., incorporation onsite vs. off-site removal). Note that early planning for the Project assumes onsite incorporation of spoil within Project easement area
    - iii. Survey

- iv. Wetland delineation and prepare a wetland delineation report (Note: partial areas within the easement area have been delineated as part of prior and current development. The full project area is not covered in those delineations, and additional wetland delineation is needed)
- v. Conduct desktop modeling as appropriate (e.g., Hydrologic and Hydraulic modeling)
- vi. Determine specific location and extent for BMP within the established construction easement area
- vii. Determine specific BMP design details and create early preliminary design
- c. Based on analysis of site-level investigations, provide early preliminary design with written design narrative and goals, and summarize within a technical memo including:
  - i. Engineering drawings of existing conditions, plan view, and selected details for the BMP
  - ii. Anticipated load reductions for nutrients, especially phosphorus, and TSS
  - iii. An opinion of construction and engineering oversight/inspection costs (based upon and catered to established Project budget)
- d. Present recommended early preliminary BMP designs to VLAWMO, NOC/NOF, MLT, permitting entities, and revise based on comments received (single-iteration of comments/revisions with the exception of permitting discussions which may involve more than one iteration of comments/revisions)
- e. Engage with permitting entities and request input on resulting early preliminary design to inform development of preliminary construction plans and specifications
- 3. Prepare and acquire all necessary local, state, and federal permits and approvals required for project construction. Includes conducting permitting meetings, applying for permits, responding to and incorporating feedback from permitting entities, and finalizing permitting as needed for the Project
  - a. An Environmental Assessment Worksheet is not needed for this project, as confirmed by MN DNR (April 2021)
  - b. MLT review and approval of plans and specs per the conservation easement requirements
- 4. Meet regularly with VLAWMO and NOC/NOF staff to share design features and specifications
- 5. Prepare preliminary construction plans and specifications
  - a. Revise early preliminary construction plans/specs based on VLAWMO, NOC/NOF, and MLT and other partners/stakeholder comments (assume two-iterations based on addressing review and comments)
- 6. Develop final plans and specifications final plans and specifications sufficient for construction bidding
  - a. Final plans and specs should identify “critical” design and installation features – i.e. components that are integral to the success of the project, and may require precise construction or installation
  - b. Include a Stormwater Pollution Prevention Plan (SWPPP)
  - c. Include “Prevailing Wages”, and other documents required by State Grant Guidelines, in the final specifications
- 7. Develop bid package, coordinate review by the VLAWMO attorney and notice per Minnesota municipal contracting law, plan and facilitate required pre-bid meeting onsite with potential contractors, post bid with QuestCDN
- 8. Conduct bid opening (incorporate COVID protocols and plan for and facilitate a remote bid opening following open meeting law)
- 9. Provide engineer’s recommendation for bid award to the VLAWMO Board

10. Prepare all necessary construction contracting documents in consultation with VLAWMO legal counsel
11. Conduct pre-construction meetings with VLAWMO, NOC/NOF, and contractor
12. Construction management
  - a. Act as Owner’s Representative
  - b. Provide all construction survey staking and supervise SWPPP site preparations
  - c. Process possible change orders, contractor claims, schedule adjustments, pay requests, etc.
  - d. Provide all punch lists and assess “substantial completion”
  - e. Construction observation
    - i. Oversee all aspects of construction
    - ii. For “critical” design features as determined during the design process and agreed upon by VLAWMO and engineer, provide direct and thorough oversight and inspection during construction process to ensure adherence to plans and specifications
  - f. Provide weekly written updates to VLAWMO during active construction (memo)
13. Project close-out
  - a. Final project inspection and engineer’s approval
  - b. Conduct as-built survey
14. Develop post-project inspection and maintenance protocol for VLAWMO staff
15. Appear at VLAWMO Board meetings as necessary

**Scope of Work Assumptions:**

- Permitting: VLAWMO staff will provide significant assistance with WCA noticing and decision. Engineer will act as “lead” on all necessary permits, including but not limited to USACE, WCA, and local permits.
- VLAWMO will provide water-quality monitoring data, if desired, to the engineer.
- The engineer will organize and lead meetings. For the purposes of the proposal, assume 12-18 meetings. The proposal should identify an hourly cost for meetings that exceed these assumptions.

**Anticipated Timeline (subject to change):**

- Award contract for engineering services – June 2022
- Early preliminary design and memo – October 2022
- Permitting process coordination and review begins – October 2022
- Preliminary plans and specs – February 2023
- Final plans and specs – April 2023
- Authorization of construction bidding – June 2023
- Award of construction contract August 2023
- Construction – Winter 2023/2024
- Planting/vegetation restoration – May/June 2024
- Final inspection and project close-out – summer 2024

**Deliverables:**

All data, models, GIS layers, photos, and files developed as part of the project will be the property of VLAWMO. The engineer will retain ownership of instruments or services created and owned prior to entering into the contract.

**Qualifications & References:**

**Proposals must include specific information as to the:**

- Include proposed cost for engineering services, broken down by at least the 5 project phases (Project Concept Refinement and Early Preliminary Design, Regulatory Agency Coordination and Submission of Permit Applications, Preliminary Design, Final Design, and Construction)
- Describe expertise of the firm in nutrient-reduction BMP design especially deep-water wetland restoration and construction in high-profile areas; highlight 3-5 specific projects that the firm has had a principal role in and that are similar to the work proposed for this project along with the owner contact for those projects with a focus on deep-water wetland restoration and construction of related BMPs within wetlands
- Itemized costs based on Scope of Services are encouraged; the proposal evaluation process will consider budget detail
- Names, qualifications, hourly billing rates, project component assignments, and anticipated time investment (% or hours) for each of the key personnel who will be working with VLAWMO on the Project. Also identify the name of lead project contact /manager.
- Disclose any possible known conflicts of interest: Any proposer who has a conflict of interest or potential conflict of interest shall disclose the same in its proposal. If any actual or potential conflict is identified, the proposer shall provide a written explanation of how the conflict would be addressed if they are selected to perform the work. VLAWMO will review any potential conflicts of interest in its evaluation of the proposals.

**Evaluation of Proposals:**

Evaluation of engineering services proposal will include review by VLAWMO staff and by the VLAWMO Board, based upon, but not limited to, demonstrated success on similar projects, qualifications/expertise of staff assigned to the project, budget detail, overall cost, and references. VLAWMO reserves the right to reject any or all proposals received and the right to waive non-material formalities and technicalities according to the best interests of VLAWMO. VLAWMO reserves the right to not select the lowest cost proposal and to negotiate with proposers. An interview may be part of the evaluation process. This Request for Proposals does not create any legal obligation of VLAWMO to evaluate any proposal that is submitted or to enter into a contract with a proposer who submits a proposal except on the terms and conditions that VLAWMO deems, in its sole and absolute discretion, to be satisfactory and desirable.

**Proposal Submittal and Point of Contact:**

For proposals, please limit the number of pages included and provide information that is specific to this project and proposal. Five (5) hard-copies of the proposal should be received at the VLAWMO office and an emailed pdf should be sent to the Point of Contact by COB on **May 25, 2022**.

VLAWMO

Attn: Dawn Tanner

800 East County Road E

Vadnais Heights, MN 55127

Point of Contact: Dawn Tanner at VLAWMO: [dawn.tanner@vlawmo.org](mailto:dawn.tanner@vlawmo.org) or 612-859-2925

**Attached:**

- A. Contract Template (example):** An example of the services agreement between VLAWMO and the project engineer is attached below. Your proposal should not include legal contract terms inconsistent with the attached agreement form. VLAWMO does not expect to negotiate substantial terms of the agreement. However, if you find any terms of the agreement to be materially problematic, identify those terms in your proposal and state a proposed alternative. VLAWMO will consider such submittals but may insist on the agreement language as a condition of contract award.



**A. Contract Template (subject to project-specific changes prior to execution)**

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made between the Vadnais Lake Area Water Management Organization (“**VLAWMO**”), a Minnesota joint powers organization, and the following consultant (“**Consultant**”):

Consultant Name/ Organization:	Federal EIN:
Mailing Address:	Telephone Number:
Contact Person:	Email:

The following person is designated the Project Manager of this Agreement for VLAWMO (“**Project Manager**”):

Name:	Email:
Mailing Address:	Telephone Number:

VLAWMO and Consultant may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, VLAWMO and Consultant hereby agree as follows:

- 1. Agreement Documents.** This Agreement, which includes the Description of Services attached as Exhibit A, sets out the entire understanding between the parties and it supersedes any prior written or oral discussions or agreements between the parties regarding the same subject matter. This Agreement also includes, if they exist, VLAWMO’s request for proposals for the Services and the proposal submitted by Consultant, both of which are incorporated herein by reference. The provisions of the documents constituting the Agreement shall be read together and reconciled in the documents to the greatest extent reasonably possible. To the extent there are any conflicting provisions that cannot be reconciled, the more specific provision shall generally be controlling. In the event that a material conflict is found between provisions of the documents, the provisions in the following rank order shall take precedence: (1) the Descriptions of Services in Exhibit A; (2) this Professional Services Agreement document; (3) Consultant’s proposal.
- 2. Services.** Consultant agrees to perform services as described in the attached Exhibit A (collectively, the “**Services**”) in accordance with the terms and conditions of this Agreement. Consultant shall provide the Services in a manner consistent with industry standards for

similar Services and in accordance with the standards, requirements, and timelines set out in Exhibit A.

3. **Compensation.** VLAWMO shall compensate Consultant for the Services as provided in Exhibit A. Costs projected for a specific task cannot be transferred to any other tasks without prior consent of the Project Manager. Such consent does not increase the total amount of the compensation. Consultant shall notify the Project Manager if it anticipates changes in the cost structure for the tasks to be completed as part of the Services. Unless expressly provided otherwise in Exhibit A, the total amount or rate of compensation is an all-inclusive amount that includes all expenses, costs, taxes, and other amounts Consultant incurs or pays to provide the Services. VLAWMO shall not be responsible for paying any amounts for the completion of the Services other than those expressly provided for in Exhibit A.
4. **Notices.** Any notices provided under this Agreement shall be to Consultant and Project Manager as identified above.
5. **Term.** This Agreement shall commence and terminate on the dates indicated below unless it is terminated earlier as provided herein or the parties agree in writing to an extension of this Agreement.
6. **Invoices.** Consultant shall submit itemized invoices for the Services actually provided under this Agreement no more than once a month during the term of this Agreement. If the reimbursement of expenses is expressly authorized in Exhibit A, no such expenses shall be reimbursed unless they are detailed in writing and accompanied by receipts. All invoices are subject to verification by VLAWMO's Administrator or the Project Manager. VLAWMO has thirty (30) days from the receipt of invoice to pay Consultant. However, if, in VLAWMO's reasonable determination, an invoice does not contain sufficient detail to verify the delivery of the Services for which payment is being sought, VLAWMO may withhold payment on the invoice until Consultant provides the requested additional detail. Such withholding shall not constitute a breach of this Agreement. No more than 90% of the amount due under this Agreement shall be paid to Consultant until the deliverables and final deliverables to be produced by Consultant as part of the Services have been reviewed and accepted by VLAWMO.
7. **Independent Contractor.** Consultant and its employees are not employees of VLAWMO. Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship as employer/employee, co-partners, or a joint venture between VLAWMO and the Contractor. It is agreed that Consultant and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of VLAWMO. The manner in which the Services are performed shall be controlled by Consultant; however, the nature of the Services and the results to be achieved shall be specified by VLAWMO.

8. **No Agency.** Consultant, as an independent contractor, shall not be considered an agent or servant of VLAWMO for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of VLAWMO. To the extent applicable and contemplated in the delivery of the Services, Consultant may apply for and obtain needed permits on behalf of VLAWMO at Consultant's own cost.
9. **Deliverables.** If Consultant is required to produce specific deliverables to VLAWMO as part of the Services to be provided under this Agreement, such deliverables shall be identified in Exhibit A of the Agreement.
10. **Ownership and Use of Work Product.** All data notes, working papers, reports and other work products prepared or developed in connection with the provision of Services under the Agreement (collectively, the "**Work Product**") shall become upon creation, the exclusive property of VLAWMO. Consultant may not use the Work Product or any other deliverables under this Agreement for any purpose other than fulfilling its obligations under this Agreement without prior written consent of VLAWMO. VLAWMO may grant or deny Consultant's application for such consent or may condition its consent on the payment of compensation or the imposition of such other conditions as VLAWMO deems appropriate. Consultant may use the Work Product as an example of their work in their portfolio and may reuse standard portions of such Work Product in the normal course of its business. Consultant represents and warrants that the Work Product does not and will not infringe upon any intellectual property rights of other persons or entities.
11. **Naming Rights and Acknowledgements.** To ensure that appropriate credit for funding and other contributions of VLAWMO and its staff members is given for their participation in producing any deliverables as part of the Services, and to the extent applicable, VLAWMO shall have its name and logo represented in the materials that are developed and will be acknowledged in printed materials, publications, presentations and other uses and materials developed under this Agreement. VLAWMO retains and shall have the right to control the title, citations, acknowledgments, attributions, cover design, logos and credits of the deliverables produced as part of the Services.
12. **Termination.** VLAWMO may terminate this Agreement upon thirty (30) days written notice, except that if Consultant is in default and fails to cure the default within the period provided in the written notice of default as provided in this Agreement, VLAWMO has the right to terminate this Agreement immediately upon written notice of termination. VLAWMO shall pay Consultant for Services properly rendered prior to the effective date of termination. The following provisions of this Agreement shall survive expiration, termination, or cancellation of this Agreement: Indemnification; Insurance; Applicable Law; Audit; and Data Practices.
13. **Legal Compliance.** Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in providing the Services and shall obtain all permits and permissions that may be required. This Agreement shall be governed by and construed according to the laws of the State of Minnesota.

14. **Indemnification.** Consultant agrees to defend, indemnify and hold harmless, VLAWMO, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of Consultant, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services and against all loss by reason of the failure of Consultant to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by VLAWMO of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.

15. **Insurance.** Consultant agrees to at all times during the term of this Agreement, have and keep or cause to have and be kept in force, and to cause all contractors and subcontractors to do likewise, the following insurance coverages with at least the following limits:

(a) Commercial General Liability on an occurrence basis with Contractual Liability Coverage:		<u>Limits</u>
General Annual Aggregate		\$2,000,000
Products-Completed Operations		\$1,500,000
Personal and Advertising Injury		\$1,500,000
Each Occurrence –		
Combined Bodily Injury and Property Damage		\$1,500,000
(b) Commercial Automobile Liability – Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned, and hired automobiles.		\$1,000,000
(c) Workers’ Compensation and Employer’s Liability:		
(1) Workers’ Compensation		Statutory
If Consultant is based outside the State of Minnesota, coverage must apply to Minnesota laws.		
(2) Employer’s Liability. Bodily Injury by:		
Accident – Each accident		\$500,000
Disease – Policy Limit		\$500,000
Disease – Each Employee		\$500,000
(d) Professional Liability		
Per Claim or Event		\$1,500,000
Annual Aggregate		\$2,000,000

The required coverage limits may be achieved through an excess or umbrella policy, provided such policy provides the same scope of coverages as the underlying policy. The insurance must be maintained continuously for a period of at least one year after the termination of this Agreement. Consultant shall have VLAWMO named as an additional insured on its commercial general liability policy. Consultant shall provide VLAWMO a certificate of insurance showing the required coverages, insurance limits, and additional insured endorsement before undertaking any Services under this Agreement. Consultant will require that any subcontractors furnish certificates of insurance to Consultant of the insurance coverages listed above and shall provide updated certificates as coverages expire. It is the sole responsibility of Consultant to determine the need for and to procure additional insurance that may be needed to satisfy its indemnification obligation or other obligations in connection with this Agreement. Copies of policies will be submitted to VLAWMO upon written request.

16. **Consultant Representations.** Consultant represents and warrants, as inducement to VLAWMO to enter into the Agreement, as follows: (a) it has the legal authority to enter into this Agreement; (b) the person(s) executing this Agreement on behalf of Consultant is duly authorized to enter into this Agreement and to bind Consultant to its terms; (c) all of the documents that constitute this Agreement are valid and binding on Consultant; (d) it will comply with the terms and conditions of this Agreement; (e) it has the necessary licenses, personnel, experience, skill, tools, and equipment to complete the Services in accordance with the standards and timelines established in this Agreement; and (f) it is not involved in or aware of any action, claim, suit, or proceeding that is reasonably anticipated to interfere with Consultant's ability to provide the Services in accordance with the terms of this Agreement.
17. **Conflict of Interest.** Consultant agrees that it will not, during the term of this Agreement, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.
18. **Not Exclusive.** This Agreement does not constitute an exclusive contract between VLAWMO and Consultant. VLAWMO remains free to contract for similar services from other consultants and Consultant remains free to contract to provide similar services to others, provided that any such contracts do not interfere with the delivery of Services under this Agreement.
19. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.
20. **Notices.** Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to, with respect to VLAWMO, the Project Manager and, with respect to Consultant, to Consultant's contact person, each as identified at the outset of the Agreement.

21. **Substitution of Personnel.** The Services shall be provided by the person or persons identified in Exhibit A. Upon prior approval by VLAWMO, Consultant may substitute other persons to perform the Services. If substitution is permitted by VLAWMO, Consultant shall furnish information to VLAWMO to allow proper review of the qualifications of the substituted person.

22. **Subcontracting and Assignment.** Consultant shall not enter into any subcontract for performance of any Services contemplated under this Agreement, nor assign any interest in the Agreement, without the prior written approval of VLAWMO and subject to such conditions and provisions as VLAWMO may deem necessary or desirable in its sole discretion. Consultant shall be responsible for the performance of all of its subcontractors. If VLAWMO permits the use of subcontractors, the Contract shall, pursuant to Minnesota Statutes, section 471.425, subdivision 4a, pay any subcontractors within 10 days of Consultant's receipt of payment from VLAWMO for undisputed services provided by the subcontractor. Any undisputed amounts not paid to a subcontractor within 10 days shall be subject to, and Consultant shall pay, interest of 1-1/2 percent per month. The minimum monthly interest penalty Consultant shall pay for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Consultant shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Consultant must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

23. **Default and Cure.**

(a) Default by Consultant. Unless excused by VLAWMO's default, the occurrence of an uncontrollable circumstance, or VLAWMO issuing a written waiver of default, each of the following shall constitute default on part of Consultant:

- (1) The written admission by Consultant that it is bankrupt; or filing by Consultant of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against Consultant unless dismissed within ninety (90) days. The Notice of Default and cure provision of this Agreement do not apply to this paragraph;
- (2) The making of any arrangement with or for the benefit of Consultant's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Agreement do not apply to this paragraph;
- (3) Making a material misrepresentation in any of the documents submitted by Consultant or in any other provisions or conditions relied upon in the making or modification of the Agreement;
- (4) Consultant is found to persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;

- (5) Failure to make satisfactory progress towards completion of the Services; or
  - (6) Failure to perform any other material provision of the Agreement.
- (b) Default by VLAWMO. Unless excused by Consultant's default or the occurrence of uncontrollable circumstances or Consultant waiver of default, each of the following shall constitute a default on the part of VLAWMO:
- (1) The persistent or repeated failure or refusal by VLAWMO to pay or prevent payment of any uncontested amount to Consultant timely and properly submitted as required by this Agreement;
  - (2) Making a material misrepresentation in any of the documents provided by VLAWMO or in any other provisions or conditions relied upon in making the Agreement; or
  - (3) Persistent or repeated failure to perform any other material provision of this Agreement.
- (c) Written Notice of Default. Unless otherwise provided, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and a reasonable cure period.
- (d) Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days or such longer period as may be provided in the Notice of Default, then this Agreement may immediately be terminated by the party not in default providing a written notice of termination to the party in default.
- (e) Withholding of Payment. Notwithstanding any other provision of the Agreement, VLAWMO may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused, waived in writing, cured, or the Agreement is terminated. VLAWMO shall not be responsible for paying any portion of the withheld funds upon translation for Consultant's default if the Services for which payment is being sought were deficient or are not usable by Consultant hired to complete the Services.
- (f) Preservation of Other Remedies. The rights and remedies of VLAWMO provided in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
- (g) Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.
- (h) Cost of Termination. In the event this Agreement is terminated by reason of default by Consultant, VLAWMO may recover the necessary costs of termination, including but not limited to, administrative costs, attorney's fees and legal costs, from Consultant.

- (i) **Reperformance.** VLAWMO may require Consultant, at Consultant's sole expense, to reperform any of the Services provided for in this Agreement that do not meet the established standards.
  - (j) **Set-Off.** Notwithstanding any other provision of the Agreement to the contrary, upon Consultant's breach of this Agreement VLAWMO may withhold any payment due Consultant for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of VLAWMO.
24. **No Waiver.** If VLAWMO fails to enforce any provisions of this Agreement, such failure does not waive the provision or VLAWMO's right to enforce it.
25. **Data Practices.** Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), and all other applicable laws, related to data it creates or receives from VLAWMO in the performance of the Services. Consultant will immediately report to VLAWMO any data requests from third parties relating to this Agreement. VLAWMO agrees to work with Consultant to respond to the data request. Consultant agrees to hold VLAWMO, its officers, and employees harmless from any claims resulting from Consultant's unlawful disclosure, use, or failure to produce data in accordance with applicable laws.
26. **Nondiscrimination.** Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.
27. **Audit.** Consultant agrees that VLAWMO, the Minnesota State Auditor, and Minnesota Legislative Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement. Consultant agrees to retain such records for at least six years from the date of termination of this Agreement.
28. **Applicable Law.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of Consultant.



29. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement effective as of the year and date indicated below.

This Agreement shall be in effect as of \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

**FOR CONSULTANT:**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**FOR VLAWMO:**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
Description of Services

This Description of Services applies to the Agreement to which it is attached and all capitalized terms of the Agreement shall apply to this Description of Services. This Description of Services, which includes by reference VLAWMO’s request for proposals, is made part of the Agreement as if fully set out therein.

**A. Background.**

**B. Scope of Services.** The scope of the Services to be provided by Consultant shall include the following:

- 1)
- 2)
- 3)

**C. Schedule of Work and Budget.** Consultant shall provide a work schedule and budget for the Services in the same or similar format as follows:

	Target Date for completed task	Cost of scope or task
Scope 1 Planning		
Task 1		
Task 2		
Task 3		
Scope 2 Materials		
Material 1		
Material 2		
Material 3		
Scope 3 Facilitate meeting		
Task 1		
Task 2		
Task 3		
Scope 4 Reporting		

**D. Specific Services and Deliverables.** Consultant shall provide the following as part of the Services:

- (1)
- (2)

(3)

No more than 90% of the amount due under this Agreement may be paid until the above identified deliverables have been submitted to and reviewed by VLAWMO.

E. **Compensation.** VLAWMO shall pay Consultant the following amount, or the following rate, for the Services provided under this Agreement:

(1) Rate or Total Amount.

(2) Not to Exceed Amount. The total cost of the Services provided by Consultant during the term of this Agreement shall not exceed \$\_\_\_\_\_.

F. **Additional Invoicing Requirements.** Consultant shall comply with each of the following in submitting invoices to VLAWMO with respect to the Services provided under the Agreement:

(1) Company and Contact Information;

(2) Describe the Services provided for each entry, time for each entry, and the person who provided the Services; and

(3) For reimbursable expenses, if allowed, an original receipt or invoice showing the amount of the expenses for which reimbursement is being sought.

# Attachment 3

**VLAWMO Process for securing proposals of professional services and contracted construction, maintenance and supplies.**

**Updated by the Board 10-26-16**

## **Professional Services**

The Vadnais Lake Area Water Management Organization (VLAWMO) will send requests for proposal to at least 3 qualified candidates for professional services (e.g. auditing, legal, engineering) and will advertise in at least one publication of appropriate circulation. These publications may include but are not limited to: League of MN Cities; Press Publications; VLAWMO website. VLAWMO is not required to obtain a certain number of proposals before hiring for professional services.

To: VLAWMO Board of Directors

From: Lauren Sampedro, Watershed Technician & Program Coordinator

Date: April 18, 2022

Re: **VI. B. 2.** Landscape Level 2 2022-01 NOHOA Filtration Basin Grant Application

Introduction

LL2 2022-01 NOHOA Filtration Basin

- Applicant: North Oaks Homeowner's Association (NOHOA)
- Location: South neighborhood entrance from HWY 96 to Willow Road, North Oaks
- Project Type: Filtration Basin
- Total Estimated Project Cost: \$42,152.25
- VLAWMO Grant Recommendation: 75%, up to \$15,000.00

Background

This application proposes a large filtration basin in a center island of the south North Oaks neighborhood entrance in North Oaks. The neighborhood entrance is at the intersection of Hwy 96 and Pleasant Lake Road. The filtration basin would be completed in conjunction with a road reclamation project on Pleasant Lake Road and does not require any permits with the City of North Oaks. The project area ultimately drains to Sucker Lake and East Vadnais Lake.

Elfering and Associates provided a design for the proposed biofiltration basin project to capture and treat stormwater runoff from Pleasant Lake Road and HWY 96 before it enters the two wetlands adjacent to Pleasant Lake Road, eventually reaching Sucker Lake. The project would provide treatment for a catchment area of 14,000 square feet and would reduce total phosphorus by 57% (1.9 lbs) and total suspended solids by 88% (157 lbs). The project as proposed would involve installing a 2,308 square foot filtration basin with over 1,000 native plants and curb cuts with four Rain Guardian bunkers for pretreatment. As part of the project, educational signage and future newspaper articles and social media posts will be planned in partnership with VLAWMO and NOHOA.

The applicant obtained eight bids for the project; seven for the construction of the filtration basin and the planned roadwork, one for the basin plants:

	Astech, Corp.	North Valley, Inc	Park Construction	Bituminous Roadways	TA Schifsky & Sons	Valley Paving	Forest Lake Contracting, Inc.	Natural Shore Technologies, Inc.
Filtration Basin, No Plants	\$42,812.11	\$43,873.11	\$32,677.25	\$42,866.90	\$50,405.13	\$62,609.00	\$53,795.00	
Plants								\$9,475

The estimated project costs and proposed grant award are based on Park Construction's low bid, the Natural Shore Technologies' bid for the basin plants, and the amount of funds available in the Landscape Level 2 program budget.

This grant application was considered at the TEC meeting on April 13<sup>th</sup>. The TEC approved the project to the Board of Directors and recommended approval of the application at 75% of eligible project expenses,

not to exceed \$15,000 in accordance with VLAWMO staff's recommendation and established program guidelines. Motion carried 6-0.

Staff Recommendation

VLAWMO's TEC and staff recommend the VLAWMO Board of Directors approve Landscape Level 2 Grant funds for the 2022-01 NOHOA Filtration Basin.

Proposed Motion

It was moved by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ to approve the Landscape Level 2 grant application 2022-01 at 75% of eligible project expenses, not to exceed \$15,000 in accordance with VLAWMO staff's recommendation and established program guidelines.

Attachments

- Grant Application
- PowerPoint Slides

# VLAWMO LANDSCAPE LEVEL 2 GRANT APPLICATION FORM

## Attachment 1



Please submit form & required materials to:  
TYLER THOMPSON  
[tyler.thompson@vlawmo.org](mailto:tyler.thompson@vlawmo.org)  
(651) 204-6071

Vadnais Lake Area Water  
Management Organization  
800 County Rd E East  
Vadnais Heights, MN 55127  
[www.vlawmo.org](http://www.vlawmo.org)  
(651) 204-6070

Please fill in the application as best as possible and use additional pages if necessary. Refer to the Grant Guidance document for further information or contact Tyler Thompson with any questions.

### APPLICANT INFORMATION

ORGANIZATION NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### PROJECT SUMMARY

ESTIMATED **TOTAL** COST OF YOUR PROJECT: \$ \_\_\_\_\_ AMOUNT OF GRANT REQUESTED: \$ \_\_\_\_\_

AMOUNT & PERCENTAGE OF MATCHING FUNDS? (FROM LANDOWNER) \_\_\_\_\_

WHEN DO YOU PLAN TO COMPLETE YOUR PROJECT? \_\_\_\_\_

#### TYPE OF PROJECT THAT WILL BE COMPLETED:

Raingarden/  
Infiltration Basin       Shoreline or  
Streambank Restoration       Stormwater Retrofit       Other

If other, please describe proposed project: \_\_\_\_\_

PROJECT BACKGROUND

DESCRIBE THE PROJECT LOCATION, INCLUDING WATER RESOURCES WHICH MAY BORDER THE PROPERTY), OR WHICH WATERBODIES THE PROPERTY MAY DRAIN TO. WHAT ISSUE DO YOU HOPE TO ADDRESS WITH THIS PROJECT?

WHAT RESULTS WATER QUALITY RESULTS DO YOU HOPE TO ACHIEVE WITH THIS PROJECT?

ARE ANY PUBLIC EDUCATION EFFORTS OR PROJECT SIGNAGE PLANNED FOR THE PROJECT? PLEASE EXPLAIN:

PLEASE LIST OTHER PARTNERS WHO ARE PROVIDING FUNDING OR OTHER FORMS OF SUPPORT.



**PROJECT SPECIFICATIONS**

In order to be considered for a LL2 grant, information regarding the water quality benefit of your project (amount of stormwater and phosphorus captured) must be included. If a professional designer or contractor has determined the pollutant capture amounts, please include that information with the application. VLAWMO staff is also available to assist you in determining these calculations.

TOTAL PROPERTY AREA (SQ.FT.): _____	PROJECT SIZE (SQ.FT.): _____
--	---------------------------------

IMPERVIOUS AREA DRAINING TO PROJECT (SQ.FT.): _____	PERVIOUS AREA DRAINING TO PROJECT (SQ.FT.): _____
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**IF YOUR PROJECT IS A RAINGARDEN, PLEASE PROVIDE THE FOLLOWING INFORMATION**

SOIL INFILTRATION RATE (INCHES/HR): _____	DEPTH OF RAINGARDEN (INCHES): _____
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**ADDITIONAL REQUIRED MATERIALS**

TO COMPLETE YOUR APPLICATION, PLEASE INCLUDE AND ATTACH:

- Detailed final plan set of the proposed project, drafted by either a qualified professional or Engineer. Dependent upon the complexity of the project, VLAWMO may require project final designs be completed by qualifying professional or Engineer. Plans must either show water quality pollutant reductions, or must include project dimensions that enable VLAWMO staff to model the project for water quality benefits or stormwater reductions.
- Detailed project budget estimate with clear cost and material breakouts that equate to your total project cost estimate. Please review the VLAWMO Landscape Level 2 Cost Share Guidance document for eligible project materials that are applicable for grant funding.

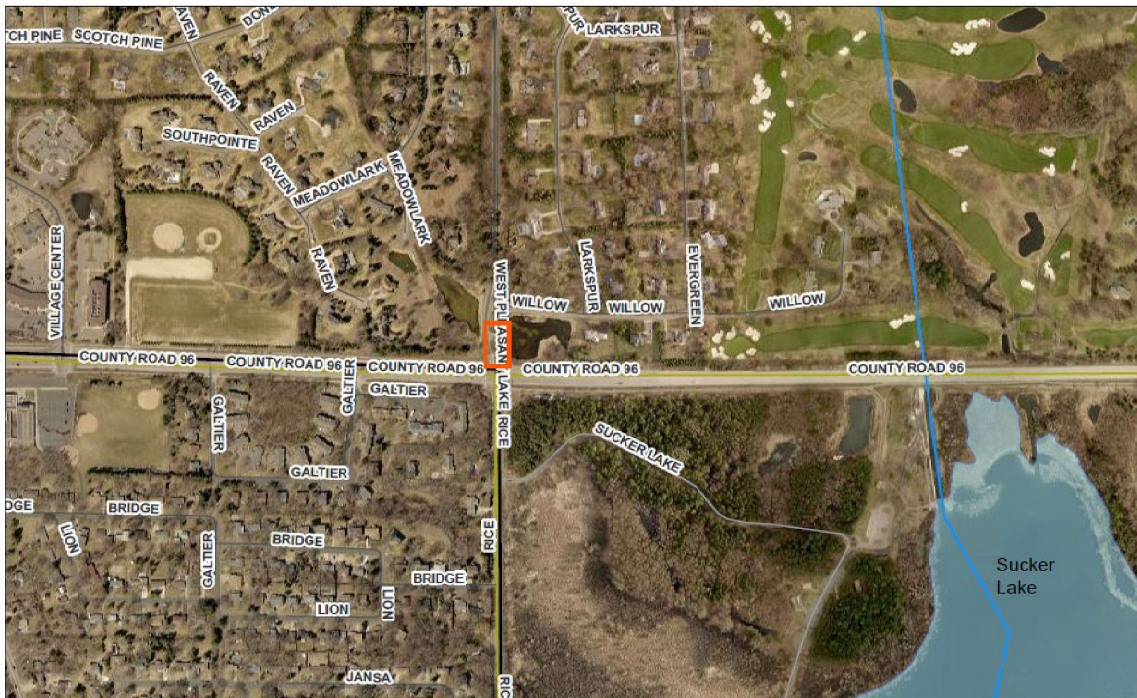
# North Oaks HOA Biofiltration Basin

LL2 2022-01 Grant Application **Attachment 2**

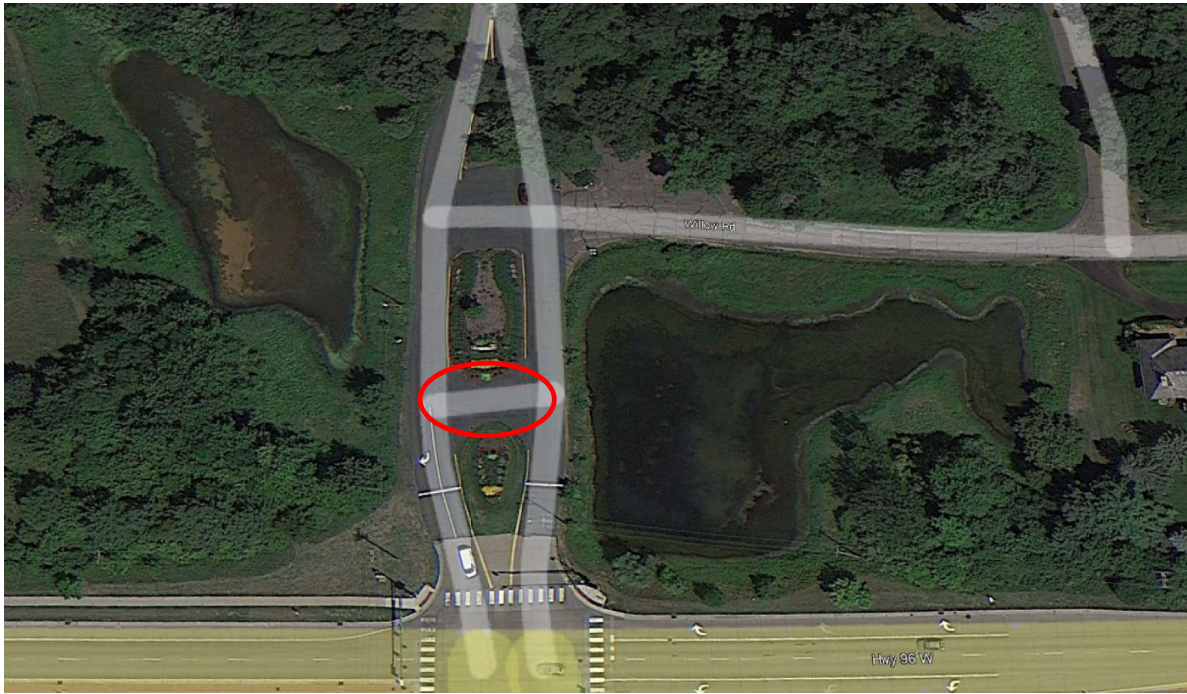
Lauren Sampedro  
Board of Directors Meeting  
4/27/2022



## LL2 2022-01 Location Aerials

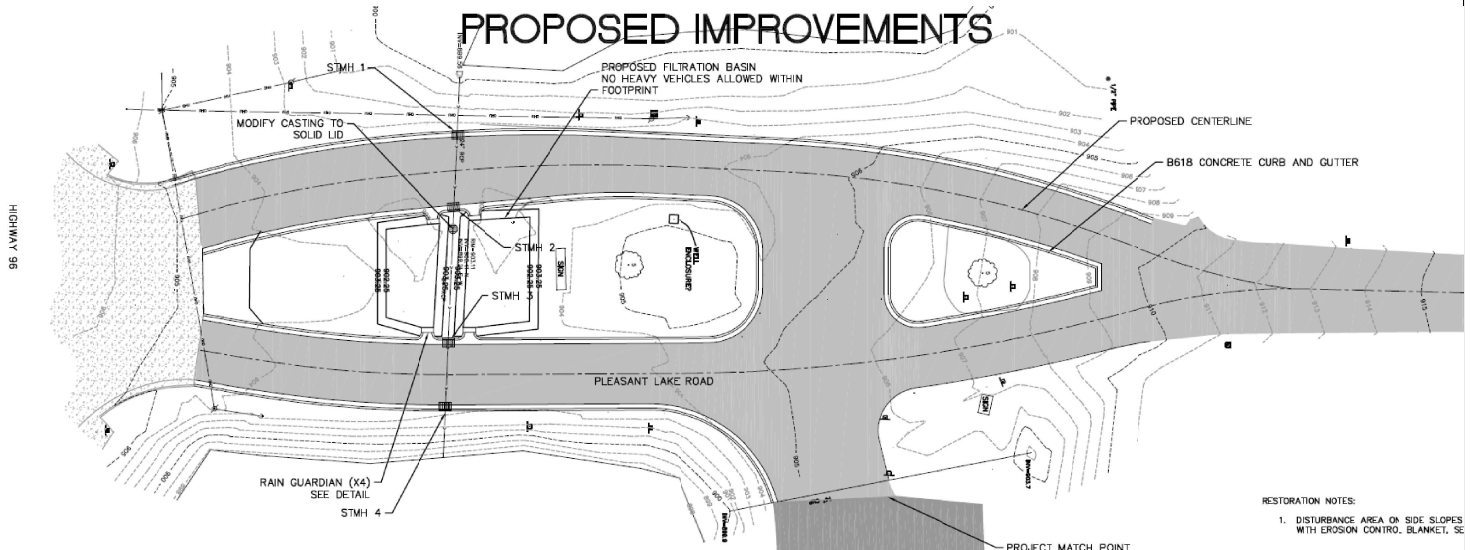


# LL2 2022-01 Location Aerials



Vadnais Lake Area Water Management Organization

# Proposed Design



Vadnais Lake Area Water Management Organization

# Planting Plan and Bid



RAIN GARDEN – MULCH AND PLANTS (2,325 SF)

Site Design, Project Management, Mobilization	\$1,400.00
Site preparation, fine grading	\$360.00
Mulch – erosion control and weed control	\$1,368.00
1060 Plants - 3" and 4" - containers @ 1.5' spacing	\$5,035.00
Maintenance Plan - 3 visits - 2022	\$492.00
Maintenance Plan - 5 visits - 2023	\$820.00
<b>TOTAL =</b>	<b>\$9,475.00</b>

## Species

- Bebb's Sedge
- Bottlebrush Sedge
- Porcupine Sedge
- Fox Sedge
- Common Rush
- Swamp Milkweed
- Marsh Marigold
- Turtlehead
- Joe-Pye Weed
- Blue Bottle Gentian
- Sneezeweed
- Blue Flag Iris
- Meadow Blazing Star
- Prairie Blazing Star
- Cardinal Flower
- Blue Lobelia
- Mountain Mint
- New England Aster
- Culvers Root

Vadnais Lake Area Water Management Organization

# Filtration Basin Bid Summary



7 bids for filtration basin, 1 bid for basin plants

	Astech, Corp.	North Valley, Inc	Park Construction	Bituminous Roadways	TA Schifsky & Sons	Valley Paving	Forest Lake Contracting, Inc.	Natural Shore Technologies, Inc.
Filtration Basin, No Plants	\$42,812.11	\$43,873.11	\$32,677.25	\$42,866.90	\$50,405.13	\$62,609.00	\$53,795.00	
Plants								\$9,475.00

Total eligible cost: Lowest Bidder (\$32,677.25) + Plant Bid (\$9,475.00)= **\$42,152.25**

Vadnais Lake Area Water Management Organization

# Water Quality Benefits



## P8 Model Outputs

### Load (lbs)

Variable	OVERALL	Biofiltration	Pond Draintile
P0%	12.9	12.9	12.5
P10%	125.1	125.1	104.7
P30%	17.2	17.2	
P50%	10.4	10.4	
P80%	3.9	3.9	
<b>TSS</b>	<b>156.6</b>	156.6	104.7
<b>TP</b>	<b>1.9</b>	1.9	1.6
TKN	10.0	10.0	9.1
CU	0.2	0.2	0.2
PB	0.1	0.1	0.0
ZN	8.5	8.5	8.1
HC	6.7	6.7	5.5

### Load Reduction (%)

Variable	OVERALL	Biofiltration	Pond Draintile
P0%			
P10%	52.2	52.2	
P30%	93.5	93.5	
P50%	96.1	96.1	
P80%	99.3	99.3	
<b>TSS</b>	<b>88.1</b>		88.1
<b>TP</b>	<b>57.1</b>		57.1
TKN	49.1	49.1	
CU	63.6	63.6	
PB	79.6	79.6	
ZN	10.9	10.9	
HC	79.6	79.6	

Vadnais Lake Area Water Management Organization

# Proposed Motion



It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the Landscape Level 2 Grant Application 2022-01 at 75% of eligible project expenses, not to exceed \$15,000

Vadnais Lake Area Water Management Organization