

BOARD OF DIRECTORS MEETING AGENDA

7:00 PM February 23rd, 2022

Vadnais Heights City Hall, Council Chambers; 800 County Road E, East, Vadnais Heights

- I. **Call to Order**, Chair, Jim Lindner
- II. **Approval of Agenda** 🐦
- III. **Approval of December 8, 2021 Board Meeting Minutes** 🐦
- IV. **Visitors and Presentations**
 - A. TEC Report to the Board & Finance Report – December – Paul Duxbury p. 10
 - B. Public visitors – non agenda items
- V. **Consent Agenda** 🐦 - *Directors may request to move any item to business agenda for discussion*
 - A. Consider authorizing the Board Subcommittee to approve hire of Watershed Tech. and Program Coordinator Position p. 20
 - B. Consider Authorizing payment of Tyler Thompson severance p. 26
 - C. Update on UMN Biochar payment and MPCA change order p. 27
 - D. Consider scope for 2022 Carp Management on Pleasant with Carp Solutions, Inc. p. 35
 - E. Consider Annual Report consideration of draft and submittal to BWSR et. al p. 38
 - F. Consider Sucker/East Vadnais SLMR p. 39
 - G. Consider W Vadnais Carp/Rough-fish efforts in 2022 with Carp Solutions, Inc. (partnership with RWMWD) p. 40
 - H. Consider 2022/23 service agreement with Ramsey Conservation Dist. p. 44
 - I. Consider Minutes from 1/26 strategic planning workshop p. 49
 - J. Consider LMC liability coverage waiver form p. 52
 - K. MDA Invasive Species Treatment Grant Awarded p. 56
 - L. Consider Designation of Legal Publication – Press Publications and VLAWMO website p. 57
 - M. Consider 2022 Board Meeting Dates p. 58
- VI. **Business**
 - A. **Administration**
 1. Election of Board, Subcommittee Officers and appointment of TEC chair /officers- Phil 🐦 (10 Mins.) p. 59
 - B. **Projects and Programming**
 1. Consider resolution for VLAWMO Board position on the APM and letter to City of WBL-staff /Joe 🐦 (15 Mins.) p. 60
 2. Consider resolution related to Proposed Wilkinson/319 BMP Project- Dawn 🐦 (15 Mins.) p. 73
 3. Consider Lino Lakes North of Amelia proposal and partnership MOU- Phil 🐦 (10 Mins.)
 4. Consider Biochar contract for design services with SEH - Brian 🐦 (10 Mins.) p. 122
- VII. **Discussion**
- VIII. **Administration Communication**
- XI. **Adjourn:** Next regular meeting: April 27th, 2022



The Vadnais Lake Area Water Management Organization
 800 County Road E East, Vadnais Heights, 55127 651-204-6070
 Website: www.vlawmo.org; Email: office@vlawmo.org

MINUTES OF THE BOARD OF DIRECTORS – OCTOBER 2021 REGULAR BOARD MEETING
 December 8th, 2021
 Vadnais Heights City Hall Council Chambers
 800 County Road E East Vadnais Heights, MN 55127

Attendance		Present	Absent
Jim Lindner, 2021 Chair	City of Gem Lake	X	
Dan Jones, Vice Chair	City of North Oaks	X	
Patricia Youker, Secretary-Treasurer	City of White Bear Lake	X	
Ed Prudhon	White Bear Township	X	
Rob Rafferty	City of Lino Lakes	X	
Tom Watson	City of North Oaks	X	
Phil Belfiori	Administrator	X	
Brian Corcoran	Water Resources Mgr.	X	
Dawn Tanner	Program Development Coord.	X	
Nick Voss	Education & Outreach Coord.	X	
Tyler Thompson	GIS Watershed Tech.	X	

*

Others in attendance: Paul Duxbury (VLAWMO TEC); Greg Wilson, Joe Bischoff, Karen Chandler (Barr Engineering); Troy Gilchrist (Kennedy & Graven Chartered); Kurt Carpenter (Goose Lake resident); Connie Taillon (City of White Bear Lake)

I. Call to Order

The meeting was called to order at 7:00 pm by Chair Lindner.

II. Approval of Agenda

The agenda for the December 2021 VLAWMO Board meeting was presented for approval, Chair Lindner asked for any additions or corrections. Belfiori asked for the addition of item IV. D. for open meeting law discussion with VLAWMO's attorney.

A motion was made by Rafferty and seconded by Jones to approve the December 8, 2021 VLAWMO Board meeting agenda, as amended. Vote: aye. Motion passed.

III. Approval of October 27, 2021 Board Meeting Minutes

The October 27, 2021 Board meeting minutes were presented for approval. Lindner asked for any additions or corrections. None.

A motion was made by Rafferty and seconded by Jones to approve the October 27, 2021 Board meeting minutes, as presented. Vote: all aye, Youker abstains. Motion passed.

IV. Visitors and Presentations

A. TEC Report and Financial – December

Duxbury gave the Board a briefing on current projects and programs, as reviewed at the December TEC meeting and reported on the TEC Report to the Board, covering project of the year, projects and programs, and 2022 E&O outlook.

B. 2021 VLAWMO Watershed Awards

Voss presented the 2021 VLAWMO Watershed Award awardees: Katherine Doll Kanne for the Watershed Steward Award, and Jesse Farrell for the Watershed Partner Award. Both recipients'

contributions and accomplishments were honored. Lindner thanked both Katherine & Jesse for their efforts and making an impact on the missions that VLAWMO is built for. Voss expanded that 2022 nominations are open year-round.

C. Public Visitors – non-agenda items

None.

V. Consent Agenda

A. 2021 Education & Outreach Plan Summary and 2022 Goals Update

In the December Board packet, Voss outlines 2021 accomplishments and 2022 goals of the Education & Outreach Program. More can be found in the December 8, 2021 Board packet.

B. 2022 Cost Share Policy Updates

Thompson outlines updates and revisions to the 2022 Cost Share Program guidance and policy documents, to be considered for approval by the Board. More can be found in the December 8, 2021 Board packet and at vlawmo.org/about.

C. Consider VLAWMO Site Maintenance Contract with Natural Shore Tech.

Tanner outlines the proposed and continued maintenance contract for VLAWMO site with Natural Shore Technologies in 2022, with staff recommending approval by the Board. More can be found in the December 8, 2021 Board packet.

D. Consider 2022 Ramsey County SWCD Contract for Lake Surveys

Tanner outlines the proposed scope of work for lake surveying of Tamarack and Gem Lakes in 2022, with staff recommending approval by the Board. More can be found in the December 8, 2021 Board packet.

Discussion: No discussion upon any items within the item V. Consent Agenda.

A motion was made by Prudhon and seconded by Youker to approve the December 2021 Board meeting consent agenda, as presented. Vote: all aye. Motion passed.

VI. Projects and Programming

A. Discussion on VLAWMO's role in Aquatic Plant Management

Joe Bischoff Karen of Barr Engineering led a presentation on different management directions and policies that VLAWMO may consider for lake management. Joe overviewed the 3 end questions for direction that is the aim of this presentation. Barr Engineering has produced a technical memorandum summarizing the aquatic management roles of several watershed districts and water management organizations within the Twin Cities metro. Policies range from more involved and less involved, and is summarized within the technical memorandum. Based upon the survey of various metro watersheds, Barr characterized 5 different levels in which aquatic vegetation is managed and to what degree.

Following the presentation, the VLAWMO Board was asked to discuss and provide direction as to whether VLAWMO should develop a management policy for aquatic vegetation.

Discussion: Watson asked if VLAWMO already has AIS surveys on other VLAWMO lakes, and if Ramsey County has funding available for AIS treatment. Tanner answered that yes, our lakes have aquatic vegetation surveys as part of the SLMP/SLMR cycle. Jones expressed interest in moving forward from a level 2 to a level 3 organization, managing lakes for ecological conditions, past water quality conditions. Watson mentioned the unknown of what we may be having to treat in terms of AIS in the future, i.e. what new AIS could be introduced. Lindner noted that his opinion of current VLAWMO involvement is comfortable, looking at our other current policies, projects and programs. Rafferty commented that if VLAWMO decides to take on more than we

are currently doing, the unknown costs and magnitude of that is something to consider. Jones noted that he would like to be ahead of the curve and include ecological management of AIS. Watson noted that he would like to see more funding sources to be looked at. Prudhon noted that all of these mandates are not funded. Kurt Carpenter representing entities of East & West Goose Lakes updated on the current state of West Goose. He expressed his worries about the clarifying of East Goose Lake and the lakeshore owners want support guaranteed for vegetation management. Rafferty & Youker both noted they are in favor of level 2 management, as is currently described in VLAWMO's CWMP. Bischoff clarified that the Board seeks to pursue a policy equivalent to level 2, as is currently supported within VLAWMO CWMP, with looking at possible vegetation management expansion per project. Watson added that he would like the resolution to have built in flexibility, as AIS is dynamic, along with exploring different funding assistance streams. Bischoff noted that VLAWMO's position on aquatic plant management may always be reevaluated during a CWMP amendment or update. The discussion of adding the term recreation to VLAWMO's position was asked by Bischoff. Bischoff clarified the difference between ecological and recreational benefits. Lindner and Watson addressed their support of a resolution or policy that manages aquatic vegetation to the ecological benefits, but not to recreational standard.

A motion was made by Watson and seconded by Prudhon to direct staff to draft a resolution for consideration at the Feb. 23, 2022 VLAWMO Board meeting that is consistent with the Board consensus discussion as defined in the Board's answers to the above 3 questions which includes: supporting aquatic plant management to the level of ecological benefits and current level of VLAWMO CWMP management. Vote: all aye. Motion passed.

B. Spent Lime Treatment Update

Greg Wilson of Barr Engineering led a presentation on the effectiveness, economics, and outcomes of spent lime slurry treatments within stormponds, utilizing grant assistance from the MN Stormwater Research Council, by way of the Clean Water Funds. Barr conducted the project with two stormponds; one in the Ramsey-Washington Metro Watershed District (RWMWD), and one within VLAWMO in Lino Lakes, with help and partnership with the City of White Bear Lake and the SPRWS. Staff from RWMWD and VLAWMO assisted Barr in the logistics of site selection, landowner access coordination, water quality monitoring and various other project coordination aspects.

Discussion: Prudhon and Rafferty asked if application methods are similar to alum application, and Youker asked about material resuspension, as compared to alum. Wilson noted that spent lime may have more resiliency, in terms of resuspension, due to its physical characteristics. Jones asked about different application options. Lindner expressed that VLAWMO would be interested in taking part in another spent lime demonstration with Barr Engineering, if the opportunity presents itself.

C. Discussion/Consideration of Biochar Payment Request

Tanner introduced the issue of a University of Minnesota request to pursue and recover further funds, as part of the Lambert Lake project. The University of Minnesota (UMN) accounting office contacted Board Chair Lindner directly in October in response to the letter sent following the Board meeting on Feb. 24, 2021 (attachment 4). The UMN office requests full payment for the outstanding invoice for biochar filter lab testing and design in an amount of \$17,368.37 that was denied by the VLAWMO Board at the Feb., 2021 Board meeting. Additional documents are also provided as attached for reference to the Board.

VLAWMO staff documented the project process and provided estimated completion for tasks identified by the UMN Principal Investigator (PI). However, VLAWMO staff also recognizes that the MPCA workplan and UMN workplan, both drafted or co-drafted by the UMN PI differ. VLAWMO staff

have worked to compare both documents and provide a concise comparison. That work resulted in an estimated apx. 33% task completion by the UMN team for tasks that the UMN team states that they have completed (attachment 2).

The outstanding invoice that was denied is \$17,368.37. A compromise position by the VLAWMO Board would be to recognize difficulties encountered by the UMN team due to unforeseen COVID and site challenges and offer to pay a portion of the invoice. VLAWMO has continued to incur additional costs from SEH for their engineering team to take an infeasible design provided by the UMN team and find a feasible site/begin to modify the design to pursue proposed construction.

VLAWMO staff request a discussion and decision by the VLAWMO Board as to how they would like to proceed in regards to the outstanding invoice to the UMN for \$17,368.37 and the request from the UMN for payment.

Discussion: Prudhon asked about breach of contract, and if a partial payment would complicate or indemnify VLAWMO. Gilchrist answered no, a partial payment would not indemnify VLAWMO and that would be considered a settlement or offer. Rafferty identified exploring a partial payment, but does not support full payment. Jones noted he still does not support offering a payment. Tanner added that the added difficulty of COVID-19, site design challenges, and partial design completion should be taken into account, though the project was not completed. Tanner also noted that a total of \$3,584 does remain within the MPCA workplan objective and could be considered for reimbursement to the UMN, in good faith. Watson asked if conflict would tarnish relationship with UMN, and supported paying the full, stated, outstanding amount, though recused himself due to his working relationship with the UMN PI. Rafferty noted. Lindner and Jones noted that the project was still not completed, as agreed upon, and VLAWMO is incurring further design and engineering costs in necessity to complete the project, to fulfill VLAWMO's MPCA grant requirement. Rafferty, Youker and Prudhon support offering a partial payment of \$3,584.64, if that amount is able to be justified and documented, as part of the MPCA workplan.

A motion was made by Prudhon and seconded by Youker to offer a total of \$3,584.64 payment to the University of Minnesota, of their \$17,368.37 request. Vote: all aye, Jones and Watson abstain. Motion passed.

D. Open Meeting Law

Gilchrist added more in the way of the open meeting law and the COVID Pandemic, and that his opinion of the law has been updated. In a previous recommendation, it was his opinion that a Board Director or Commissioner may join an in-person meeting via electronic means, and be considered a member of the public and only participating as such, with no voting or quorum capabilities. However, in discussion with colleagues and peers, he is yielding to their opinion that if a meeting is held as "in-person" not electronic means or teleconference capabilities should be operated or made available during that meeting, unless properly noticed 3 days prior, and strictly following state statute procedures. It was discussed that VLAWMO is not operating under an emergency order, although, statute makes mention of an "or, health pandemic". The clarifying point is that remote attendance and participation of an in-person meeting must be properly noticed and undergone, following state statute.

Discussion: Jones asked about in-person meetings being able to utilize remote participation, and Youker asked if it was an "all or nothing" situation. Gilchrist responded that as long as proper notice and statute procedures are followed, electronic attendance of a Director or Commissioner to an in-person meeting is possible and allowed.

E. Consider payment and update on “Phase 2” RCD 14 Ditch Maintenance Project

Corcoran presented the nearly complete results of the RCD 14 Phase 2 dredging and maintenance project. Staff has not yet received the final invoice from Sandia Trucking. Given the unique timing of project completion and the next VLAWMO Board meeting (2/23/22), staff requests that the Board authorize Chair Lindner to approve and sign the final invoice for payment pending 1) Houston Engineering final determination that the project as constructed is consistent with the approved plans and 2) the final payment is at or below the Board approved contract amount of \$40,082.10.

Staff recommends the Board authorize Chair Lindner the authority to approve and sign the final invoice for payment to Scandia Trucking.

Discussion: none.

It was moved by Jones and seconded by Youker to authorize Chair Lindner to approve and sign the final invoice of payment to Scandia Trucking & Excavating for the RCD Maintenance Project pending Houston Engineering final determination that the project as constructed is consistent with the approved plans and the final payment is at or below the Board approved contract amount of \$40,082.10.

VII. Business and Administration

A. Consideration of 2022 Carry over “Working” Budget

Belfiori presented a slideshow on VLAWMO’s 2021 and anticipated 2022 working budget, pending the current state of projects, programs, and all other items. Upon analysis of the November 2021 financial report, the updated estimated 2021 year end fund balance (carryover from 2021 to 2022) is tracking slightly higher than the projected 2021 overall fund balance carry over from the June Board meeting. This slightly higher projected 2021 year end fund balance (\$934,745 as compared to \$866,745) is the result of higher than anticipated unspent 2021 expenditures in several Subwatershed Funds including (but not limited to) the Lambert Creek and Goose Lake.

Summary of Proposed Fund Balance Carry Over into 2022 Table 1 (below) provides a summary of the proposed fund balance carry over going into 2022 which is including the \$192,367 carry over included in the approved 2022 Budget as was adopted by the Board in June 2021 and the additional proposed fund balance carry over incorporated into the 2022 “working” budget of \$133,751 (for a total revised proposed fund balance carry over from 2021 to 2022 of \$326,118).

The \$326,188 would now be considered “committed” for 2022 per the approved VLAWMO Fund Balance Policy. (This information is also included in more detail in the Green cells in Attachment 2). It is anticipated that at the end of 2022 (and going forward into 2023), the “unrestricted” fund balance in the General fund should be in the required range of 35 - 50% of the 2022 budgeted expenditures as is identified in the VLAWMO Fund Balance Policy (Attachment 3).

Staff recommends approving Resolution 11-2021, which would approve the 2022 working budget, as presented.

Discussion: none.

A motion was made by Youker and seconded by Jones to approve VLAWMO Resolution 11-2021, approving 2022 carry-over funds and working budget. Vote: all aye. Motion passed.

RESOLUTION 11-2021

A RESOLUTION FOR COMMITTING THE FUND BALANCE FOR SPECIFIC PURPOSES

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

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

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

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

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

Committed

Fund Name and Description	Proposed Carry Over “committed” Funds (into 2022 “working” budget) and Purpose
General Fund - Fund 3.1. Operations and Administration	<p>\$14,000</p> <p>For strategic planning work in 2022 as approved at the Oct. 2021 VLAWMO Board meeting.</p>
General Fund -Fund 3.4. Capital Improvement Projects and Programs	<p>\$312,118</p> <p>The approved 2022 budget (approved at the June 2021 Board meeting) already included utilizing <u>\$192,367</u> of fund balance carry over to implement the 2022 Capital Improvement Projects and Programs. The proposed 2022 “working” budget now proposes an additional <u>\$119,751</u> of additional fund balance carry over for a total Proposed Carry Over “committed” Funds (into 2022 “working” budget) of \$312,118. For implementation of the proposed Biochar project, Unspent carryover in Fund 3.4 is due to unspent approved 2021 working budget funds within several subwatersheds including: 1) Lambert Creek (Biochar project), 2) Goose Lake (possible Adaptive Lake Management), 3) 319 Wilkinson Lake Project/Lake Amelia BMP study, 4) Pleasant Lake (Carp Management program and 5) Level 2 cost-share partnership projects.</p>

The question was on the adoption of the resolution and there were 6 yeas and 0 nays as follows:

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

_____ Board Chair Date

_____ Attest Date

James Lindner, Chair

_____ Date

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

I, the undersigned, Administrator of the Vadnais Lake Area Water Management Organization, hereby certify that I have carefully compared and attached the foregoing extract of minutes of a regular meeting of the Board of Directors of said watershed held on the 8th day of December 2021, with the original thereof on file in my office.

WITNESSED BY the Watershed Administrator this 8th day of December 2021.

_____ Phil Belfiori, Administrator

B. Discussion on Possible Boundary Change in W. Vadnais Lk. Area

Belfiori introduced that on November 4, 2021 staff received an email from Tina Carstens RWMWD Administrator for the RWMWD indicating “They (RWMWD Board of Managers) are continuing to show an interest in a boundary change to bring WV into RWMWD. We had a lot of discussion around it.” This RWMWD Board discussion is captured in the Oct. 6, 2021 minutes from the RWMWD Board meeting which are attached as Attachment 1. Belfiori presented a PowerPoint presentation on the background and summary of this issue.

Staff asks the VLAWMO Board to discuss this issue and provide staff with its direction given the RWMWD Board has invited staff to attend a future Board meeting to discuss. Specifically staff would request direction on the idea of again pursuing and planning a joint meeting with the RWMWD Board, possible agenda and outcomes of such meeting, and if the VLAWMO Board is ready to make any other communication to the RWMWD Board at this time.

Discussion: Jones noted that hydrologically, it’s entirely within RWMWD’s drainage area. There was general discussion as to why RWMWD is interested in pursuing a boundary change. Direction was discussed to gauge the City of Vadnais Heights position on a potential boundary change; Director Youker discussed bringing the issue to a Vadnais Heights Council workshop. Jones addressed that if RWMWD is to acquire the West Vadnais Lake subwatershed, he would expect all costs to be borne, including VLAWMO staff time, by the RWMWD. Youker will plan to bring this issue up for Vadnais Heights Council workshop before attending. Jones expressed interest in joining if the meeting is remote.

Consensus was reached to allow Chair Lindner, Director Youker, and Belfiori to meet with the RWMWD Board for discussion, with up to 3 Board members joining, without triggering a quorum.

VIII. Discussion

Lindner posed that he is open again to serve as VLAWMO Board Chair in 2022, though invites and welcomes others for nominations.

VIII. Administration Communication

1. Board Packet Format

Commissioners were asked about Board packet mode and delivery for 2022.

2. Reminder: 2022 Board/TEC Council Assignments

Belfiori asked that if any Board or TEC assignments are made for 2022 at City or Township meetings, that those are sent or communicated with VLAWMO staff.

IX. Adjourn

Next Special Board meeting /workshop: Strategic planning, January 26, 2022. Next regular scheduled Board meeting: February 23, 2022

A motion was made by Watson and seconded by Youker to adjourn at 10:10 pm. Vote: all aye. Motion passed.

Minutes compiled and submitted by Tyler Thompson.

DRAFT

TEC Report to the Board
February 2022

Programs & Projects	Effort Level	Completion Date	Comments
	LOW		
	MED		
	HIGH		
Projects			
319 Biochar	HIGH	2021/22	Relocation of Biochar project and feasible site conclusion complete - Design scope of work amendment for biochar project considered at upcoming Board meeting.
East Goose Lk Adaptive Mgmt.	HIGH	2021-ongoing	Anticipated next step is Board consideration of position related to aquatic plant management
Ditch 14 Maintenance project	MED	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.
MPCA 319 /Wilkinson Lake BMP	HIGH	2021-24	Anticipated Board consideration of project easement documents and grant agreement at Feb. Board meeting.
Pleasant Lake Carp Management	HIGH	2022	Work is going to attempt to locate fish for possible removal efforts
Programs			
City/Township MS4	LOW	Feb- March	"SWPPP Tips" webinars offered to municipalities in February. Materials development such as door hangers, mailing inserts, and web infographics for MS4 assistance. Gem Lake City Council MS4 presentation in February. WBL Env Adv. Committee partnership for materials creation and outreach planning.
Education/Outreach	LOW	March-June	2022 workshop planning, email newsletters for Feb/March, April. Active communications in social media. Annual report documents: Full annual report, water monitoring summary, watershed at a glance.
Website	LOW	Feb-March	Lambert Creek/Ditch 14 maintenance project page and project map updated to reflect Nov/Dec ditch maintenance efforts. Ditch dredging photos and video synopsis.
WAV	LOW	Dec-Feb	Spring WAV meeting March 17th, "Good Neighbor Guide" production, Tamarack Nature Center pilot program for wetland health monitoring (Teal Pond).
Cost Share & BWSR WBF	MED	ongoing	2022 project planning. VH Bridgewood Park project construction will complete in Spring '22. '21 grant reporting complete and accepted by BWSR.
GIS	MED	ongoing	Sucker & East Vadnais SLMR, how-to writeups,
Monitoring	MED	ongoing	2021 monitoring data and reporting complete.
WCA	MED	ongoing	administering WCA as needed.

TEC Report to the Board
February 2022

Administration & Operation			
Audit		2021/22	Staff currently assembling information for 2021 audit and uploading into the portal.
Budget		21/22	Fund balance carry over "working" 2022 budget approved at the Dec. 2021 Board meeting.
Personnel /HR		ongoing	staff continue to pursue professional development per their approved training plans.
SSU		ongoing	2022 SSU rate information submitted to Ramsey and Anoka Counties in Nov.
Strategic planning		early /mid 2022	Special VLAWMO Board workshop was held on January 26, 2022 to discuss strategic direction. Anticipate meeting with city staff and then TEC on draft high level 5 year project plan

FINANCIAL SUMMARY as of 2/1/2022			CD's		4M Term Series	
					Maturity	Rate
4M Account (1.10)	4M Plus (1.23)	Total			Term series	
\$692,233	\$324,212	\$1,016,445				

Budget Summary	Actual Expense YTD	2022 Budget amended	Remaining in Budget	% YTD
Operations	\$92,019	\$719,988	\$627,969	13%
CIP	\$82,710	\$496,600	\$413,890	17%
Total	\$174,729	\$1,216,588	\$1,041,859	14%

VLAWMO Finance Report: February, 2022

Feb-22		Actual 2/1/22	Actual to Date	2022 Budget	2021 carry over/Grants	Remaining in Budget	2022 Available	Act vs. Budget
BUDGET #	INCOME							
5.11	Storm Water Utility	\$18,626	\$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	\$14	\$29	\$1,500	\$0	\$1,471	\$1,500	2%
5.14	Misc. income - WCA admin & other	\$0	\$126	\$3,000	\$0	\$2,874	\$3,000	4%
5.15	Other Income Grants/ <u>loan</u>	\$29,519	\$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%
	TOTAL	\$48,159	\$469,921	\$1,541,088	\$133,751	\$1,204,918	\$1,674,839	30%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$2,009	\$4,023	\$27,097	\$0	\$23,074	\$27,097	15%
3.120	Information Systems	\$1,814	\$4,683	\$25,865	\$0	\$21,182	\$25,865	18%
3.130	Insurance	\$0	\$0	\$7,210	\$0	\$7,210	\$7,210	0%
3.141	Consulting - Audit	\$0	\$0	\$8,191	\$0	\$8,191	\$8,191	0%
3.142	Consulting - Bookkeeping	\$0	\$0	\$1,500	\$0	\$1,500	\$1,500	0%
3.143	Consulting - Legal	\$0	\$0	\$5,000	\$0	\$5,000	\$5,000	0%
3.144	Consulting - Eng. & Tech.	\$1,093	\$4,562	\$30,000	\$14,000	\$39,438	\$44,000	10%
3.150	Storm Sewer Utility	\$510	\$510	\$14,000	\$0	\$13,490	\$14,000	4%
3.160	Training (staff/board)	\$225	\$235	\$12,500	\$0	\$12,265	\$12,500	2%
3.170	Misc. & mileage	\$91	\$219	\$6,300	\$0	\$6,081	\$6,300	3%
3.191	Administration - staff	\$28,812	\$56,604	\$391,400	\$0	\$334,796	\$391,400	14%
3.192	Employer Liability	\$9,131	\$17,817	\$114,425	\$0	\$96,608	\$114,425	16%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analysis	\$0	\$0	\$18,000	\$0	\$18,000	\$18,000	0%
3.220	Equipment	\$0	\$160	\$3,000	\$0	\$2,840	\$3,000	5%
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	Education and Outreach							
3.310	Public Education	\$67	\$67	\$6,000	\$0	\$5,933	\$6,000	1%
3.320	Marketing	\$1,139	\$3,139	\$17,500	\$0	\$14,361	\$17,500	18%
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>\$44,891</i>	<i>\$92,019</i>	<i>\$719,988</i>	<i>\$14,000</i>	<i>\$641,969</i>	<i>\$733,988</i>	<i>13%</i>
Capital Improvement Projects and Programs								

3.4	Subwatershed Activity							
3.410	Gem Lake	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	
3.420	Lambert Creek	\$4,727	\$5,176	\$44,432	\$70,000	\$109,256	\$114,432	5%
3.421	Lambert Lake Loan	\$0	\$0	\$38,568	\$0	\$38,568	\$38,568	0%
3.425	Goose Lake	\$8,158	\$17,020	\$70,000	\$10,000	\$62,980	\$80,000	21%
3.430	Birch Lake	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	0%
3.440	Gif Black Tam Wilk Amelia	\$12,758	\$15,035	\$93,500	\$12,000	\$90,465	\$105,500	14%
3.450	Pleasant Charley Deep	\$1,616	\$4,178	\$35,000	\$10,000	\$40,822	\$45,000	9%
3.460	Sucker Vadnais	\$0	\$0	\$41,500	\$0	\$41,500	\$41,500	0%
3.48	Programs							
3.480	Soil Health Grant	\$111	\$111	\$5,000	\$0	\$4,889	\$5,000	2%
3.481	Landscape 1	\$0	\$0	\$16,000	\$0	\$16,000	\$16,000	0%
3.482	Landscape 2	\$936	\$6,826	\$28,000	\$17,751	\$38,925	\$45,751	15%
3.483	Project Research & feasibility	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
3.485	Facilities Maintenance	\$0	\$34,364	\$102,600	\$0	\$68,236	\$102,600	33%
3.5	Regulatory							
3.510	Engineer Plan review	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000	0%
	<i>Total CIP & Program</i>	\$28,306	\$82,710	\$496,600	\$119,751	\$533,641	\$616,351	13%
	Total of Core Operations & CIP	\$73,197	\$174,729	\$1,216,588	\$133,751	\$1,175,610	\$1,350,339	13%

Fund Balance	1/1/2022	2/1/2022
4M Account	\$775,200	\$692,233
4M Plus Savings	\$324,203	\$324,212
Total	\$1,099,403	\$1,016,445

Restricted funds	2/1/2022
Mitigation Savings	\$21,037
Term Series	\$0

Vadnais Lake Area Water Management Orga
Profit & Loss
 January 13 through February 9, 2022

9:04 AM
 02/02/2022
 Cash Basis

Jan 13 - Feb 9, 22

Ordinary Income/Expense

Income

5.1 · Income

5.11 · Storm Water Utility	18,626.38
5.13 · Interest	14.61
5.15 · Other Income Grants/Loan	29,519.00

Total 5.1 · Income 48,159.99

Total Income 48,159.99

Gross Profit 48,159.99

Expense

3.1 · Administrative/Operations

3.110 · Office

Copies	37.15
Phone/Internet/Machine Overhead	295.00
Postage	12.07
Rent	1,665.00

Total 3.110 · Office 2,009.22

3.120 · Information Systems

GIS web hosting	254.26
IT Support	1,300.19
Website & email hosting	260.48

Total 3.120 · Information Systems 1,814.93

3.144 · Eng. & Tech. 1,093.50

3.150 · Storm Sewer Utility 510.00

3.160 · Training (staff/board) 225.00

3.170 · Misc. & mileage 91.34

3.191 · Employee Payroll

payrol 28,812.81

Total 3.191 · Employee Payroll 28,812.81

3.192 · Employer Liabilities

Admin payroll processing	44.92
Administration FICA	2,085.01
Administration PERA	2,160.96
Insurance Benefit	4,840.72

Total 3.192 · Employer Liabilities 9,131.61

Total 3.1 · Administrative/Operations 43,688.41

3.3 · Education and Outreach

3.310 · Public Education 67.65

3.320 · Marketing 1,139.00

Total 3.3 · Education and Outreach 1,206.65

3.4 · Capital Imp. Projects/Programs

3.420 · Lambert Creek Restoration

LL VLAWMO cash match	4,727.04
Total 3.420 · Lambert Creek Restoration	4,727.04
3.425 · Goose Lake	8,158.00
3.440 · Gilfillan Black Tamarack Wilkin	12,758.90
3.450 · Pleasant Charley Deep	1,616.50
Total 3.4 · Capital Imp. Projects/Programs	27,260.44
3.48 · Programs	
3.480 · Soil Health Grant	111.64
3.482 · Landscape 2	936.00
Total 3.48 · Programs	1,047.64
Total Expense	73,203.14
Net Ordinary Income	-25,043.15
Net Income	-25,043.15

Vadnais Lake Area Water Management Organization
Check Detail
 January 13 through February 9, 2022

9:00 AM
 02/02/2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	01/13/2022	further		Checking - 1987		-5.00
				Insurance Benefit		-5.00	5.00
TOTAL						-5.00	5.00
Check	eft	01/21/2022	Reliance Standard		Checking - 1987		-313.76
				Insurance Benefit		-90.00	90.00
				Insurance Benefit		-223.76	223.76
TOTAL						-313.76	313.76
Check	eft	01/26/2022	further		Checking - 1987		-5.00
				Insurance Benefit		-5.00	5.00
TOTAL						-5.00	5.00
Check	5284	01/20/2022	Regents of the University of Minnesota		Checking - 1987		-3,584.64
				LL VLAWMO cash match		-3,584.64	3,584.64
TOTAL						-3,584.64	3,584.64
Check	5285	02/09/2022	City of Vadnais Heights		Checking - 1987		-2,009.22
				Rent		-1,665.00	1,665.00
				Phone/Internet/Machine Overhead		-295.00	295.00
				Postage		-12.07	12.07
				Copies		-37.15	37.15
TOTAL						-2,009.22	2,009.22
Check	5286	02/09/2022	Kennedy & Graven, Chartered		Checking - 1987		-2,641.80
				3.440 · Giffillan Black Tamarack Wilkin		-1,499.40	1,499.40
				LL VLAWMO cash match		-1,142.40	1,142.40
TOTAL						-2,641.80	2,641.80
Check	5287	02/09/2022	Houston Engineering, Inc		Checking - 1987		-1,093.50
				3.144 · Eng. & Tech.		-1,093.50	1,093.50
TOTAL						-1,093.50	1,093.50
Check	5288	02/09/2022	wsb		Checking - 1987		-248.50
				3.450 · Pleasant Charley Deep		-248.50	248.50
TOTAL						-248.50	248.50
Check	5289	02/09/2022	Blue Water Science		Checking - 1987		-3,600.00
				3.425 · Goose Lake		-3,600.00	3,600.00
TOTAL						-3,600.00	3,600.00

	Check 5290	02/09/2022 Ramsey County - Plato	Checking - 1987	-4,032.00
			3.450 · Pleasant Charley Deep	-1,368.00 1,368.00
			3.440 · Giffillan Black Tamarack Wilkin	-2,664.00 2,664.00
TOTAL				<u>-4,032.00</u> 4,032.00
	Check 5291	02/09/2022 Barr Engineering Co	Checking - 1987	-13,153.50
			3.425 · Goose Lake	-4,558.00 4,558.00
			3.440 · Giffillan Black Tamarack Wilkin	-8,595.50 8,595.50
TOTAL				<u>-13,153.50</u> 13,153.50
	Check 5292	02/09/2022 Ehlers & Associates, Inc.	Checking - 1987	-510.00
			3.150 · Storm Sewer Utility	-510.00 510.00
TOTAL				<u>-510.00</u> 510.00
	Check 5293	02/09/2022 City Of Roseville	Checking - 1987	-1,300.19
			IT Support	-1,300.19 1,300.19
TOTAL				<u>-1,300.19</u> 1,300.19
	Check 5294	02/09/2022 HDR Engineering, Inc.	Checking - 1987	-260.48
			Website & email hosting	-260.48 260.48
TOTAL				<u>-260.48</u> 260.48
	Check 5295	02/09/2022 Metro Blooms	Checking - 1987	-500.00
			3.320 · Marketing	-500.00 500.00
TOTAL				<u>-500.00</u> 500.00
	Check 5296	02/09/2022 Ramsey County - Plato	Checking - 1987	-936.00
			3.482 · Landscape 2	-936.00 936.00
TOTAL				<u>-936.00</u> 936.00
	Check 5297	02/09/2022 Corey Popp	Checking - 1987	-111.64
			3.480 · Soil Health Grant	-111.64 111.64
TOTAL				<u>-111.64</u> 111.64
	Check 5298	02/09/2022 City of White Bear Lake	Checking - 1987	-37,874.92
			payrol	-28,812.81 28,812.81
			Administration FICA	-2,085.01 2,085.01
			Administration PERA	-2,160.96 2,160.96
			Insurance Benefit	-4,516.96 4,516.96
			Admin payroll processing	-44.92 44.92
			GIS web hosting	-254.26 254.26
TOTAL				<u>-37,874.92</u> 37,874.92
	Check 5299	02/09/2022 Brian Corcoran	Checking - 1987	-16.97

			3.170 · Misc. & mileage	-16.97	16.97
TOTAL				<u>-16.97</u>	<u>16.97</u>
	Check 5300	02/09/2022 Dawn Tanner	Checking - 1987		-61.60
			3.170 · Misc. & mileage	-61.60	61.60
TOTAL				<u>-61.60</u>	<u>61.60</u>
	Check 5301	02/09/2022 Tyler J Thompson	Checking - 1987		-9.97
			3.170 · Misc. & mileage	-9.97	9.97
TOTAL				<u>-9.97</u>	<u>9.97</u>
	Check 5302	02/09/2022 Nicholas Voss	Checking - 1987		-227.80
			3.170 · Misc. & mileage	-2.80	2.80
			3.160 · Training (staff/board)	-225.00	225.00
TOTAL				<u>-227.80</u>	<u>227.80</u>

Vadnais Lake Area Water Management Organization
Custom Transaction Detail Report
 December 1, 2021 through February 1, 2022

1:51 PM
 02/01/2022
 Accrual Basis

	Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Dec 1, '21 - Feb 1, 22	Credit Card Charge	12/03/2021		Google*SVCAPPS_VLAWM		US Bank CC	√ WEB		36.00	36.00
	Credit Card Charge	12/09/2021		adobe *photography plan		US Bank CC	√ Software		9.99	45.99
	Credit Card Charge	12/15/2021		joe's sporting goods	ice auger	US Bank CC	√ 3.450 · Pleasant Charley Deep		77.16	123.15
	Transfer	12/20/2021			Funds Transfer	US Bank CC	Checking - 1987		-660.04	-536.89
	Credit Card Charge	12/27/2021		mn Department of Agriculture	renewal pest 2022 license	US Bank CC	√ 3.160 · Training (staff/board)		10.22	-526.67
	Credit Card Charge	12/27/2021		Adobe *Creative Cloud		US Bank CC	√ Software		32.20	-494.47
	Credit Card Charge	12/29/2021		joe's sporting goods	boots for dawn	US Bank CC	√ 3.220 · Equipment		159.95	-334.52
	Credit Card Charge	01/03/2022		Google*SVCAPPS_VLAWM		US Bank CC	√ WEB		36.00	-298.52
	Credit Card Charge	01/14/2022		EDCO	engraved plate	US Bank CC	3.310 · Public Education		67.65	-230.87
	Credit Card Charge	01/14/2022		Survey Monkey	2022 renewal	US Bank CC	3.320 · Marketing		372.00	141.13
	Credit Card Charge	01/19/2022		Prairie Moon Nursery	seed	US Bank CC	3.320 · Marketing		213.00	354.13
	Credit Card Charge	01/19/2022		Conservastore.com	water saving faucet	US Bank CC	3.320 · Marketing		54.00	408.13
Dec 1, '21 - Feb 1, 22									408.13	408.13

To: VLAWMO Board of Directors Date: Feb. 16, 2022
From: Phil Belfiori
Subject: **V. A.** Consider authorizing the Board Subcommittee to approve hire of
Watershed Technician and Program Coordinator Position

Background / Discussion

Staff received VLAWMO Personnel Subcommittee consensus to post for the above mentioned position in Early /Mid January 2022. Staff advertised in the following professional association websites :

1. MAWD
2. VLAWMO Website
3. League of MN Cities
4. Metro Water Resource Coordinators website
5. Watershed Administrators Group
6. Watershed Partners
7. Linked in
8. U of M / U of M Gold pass
9. Governmentjobs.com

Application will be accepted until Friday, February 18, 2022 at 4:30 pm.

Given the timing of the VLAWMO Board meetings (next Board meeting is scheduled for April 27, 2022), I'm requesting that the Board of Directors authorize that the Personnel Subcommittee be given authority to approve hiring of the recommended candidate for this position.

Note that reposting of the advertisement for this position may be needed depending of variables within the hiring and/or interview process.

Proposed Motion

Moved by Director _____ and second by Director _____ to authorize that the Personnel Subcommittee be given authority to approve hiring of the recommended candidate for this position.

Attached:

- Position description
- Advertisement

Watershed Technician and Program Coordinator
Vadnais Lakes Area Water Management Organization (VLAWMO)

The VLAWMO is seeking a full-time Watershed Technician and Program Coordinator. The person in this position provides technical assistance for water resources protection/management activities, implementation of partnership-based projects and water-quality BMP cost-share grant projects, and coordinates watershed activities with other local governments. Minimum of 2 years of relevant professional experience including water resource management, technical fieldwork, BMP maintenance / design or review of water management practices. Bachelor of Science degree, or equivalent, in Water Resources, Water/Natural Resource Management, Environmental Sciences/Policy, Earth Science, Limnology, or related field. The salary range for position is \$54,400 – \$81,600 with starting range \$54,400 – \$68,000 annually, DOQ and experience, plus excellent benefits. Please submit a cover letter, resume, and application for employment to Phil Belfiori by Friday, February 18, 2022 at 3pm. Applications can be submitted via email at Phil.Belfiori@vlawmo.org or mailed to the VLAWMO, 800 E County Rd. E, Vadnais Heights, MN 55127. Please visit www.vlawmo.org for a full position description and to access a copy of the application. The VLAWMO is an Equal Opportunity Employer.

Vadnais Lakes Area Water Management Organization (VLAWMO)

POSITION TITLE: Watershed Technician and Program Coordinator

REPORTS TO: Administrator

STATUS: Full time, Non-exempt (from FLSA)

DATE: January 2022

OFFICE LOCATION: Vadnais Heights City Hall, 800 East County Road E, Vadnais Heights, MN 55127

PRIMARY OBJECTIVE:

- Provide technical assistance to support the VLAWMO's water management/protection programs and support implementation of the VLAWMO Watershed Management Plan
- Coordinate implementation of the VLAWMO's partnership-based programs including ensuring proper planning, design, and implementation of the organization's water-quality BMP cost-share program and other grant programs/projects
- Conduct fieldwork as needed, especially in support of regular monitoring, BMP maintenance, and regular watershed-management activities

(The examples given below are intended as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change.)

MAJOR AREAS OF ACCOUNTABILITY (not intended to be in order of priority):

- 1. Serve as the lead and or assist staff for implementation of the VLAWMO partnership cost-share programs, including but not limited to:**
 - a. Support and coordinate with partners to ensure proper planning, design, & implementation of the BMP cost-share programs
 - b. Provide technical review of proposals and present cost-share applications to the Board and committees
 - c. Prepare and submit annual grant reports and other reports as necessary
 - d. Prepare and oversee cost-share program, annual and project budgets, and follow up of projects to ensure goals are met and maintained
 - e. Develop relationships with prospective applicants (e.g., residents, businesses, schools, other organizations, and local governmental units) to develop potential projects

- f. Conduct review of applications

2. Support the VLAWMO's program manager/coordinator by providing technical assistance in the following areas (including but not limited to):

- a. Assist with the VLAWMO water-quality monitoring programs and on-site inspections, water sampling (summer & winter), and bacterial sampling (as needed)
- b. Collaborate and assist with data entry and annual report writing
- c. Lead or assist in the VLAWMO project inspections, reporting, and project maintenance
- d. Assist in implementing public drainage projects and drainage inspection programs
- e. Provide technical assistance to support the implementation and enforcement of the Wetland Conservation Act (WCA)

3. Serve on a team to coordinate implementation of water-resource-management programs and projects including but not limited to:

- a. Conduct project coordination and site evaluations
- b. Assist in development of scope of work identification and scheduling, project budgets, and planning for future maintenance needs
- c. Assist with researching grant opportunities; prepare, draft, and submit external grant proposals/applications
- d. Provide grant management and coordination including development of work plans and monitoring grant award contracts, coordinate and monitor work completed by grant-funded subcontractors, maintain grant tracking, and submit annual grant reports
- e. Provide assistance on project and program communication and outreach

4. Provide administrative assistance to the VLAWMO's programs including but not limited to:

- a. Print, format, and assemble reports, agendas, minutes, memos, and letters including for TEC meetings and Board of Director meetings
- b. Support water planning and review
- c. Maintain paper and electronic filing system including archival of historic paper documents
- d. Provide general technical, clerical, and administrative support as assigned to provide support for all aspects of the VLAWMO operation

- e. Assist other staff in administration and development of website materials
- f. Perform other tasks as assigned by the Administrator

MINIMUM QUALIFICATIONS

1. Bachelor of Science degree, or equivalent, in the field of Water Resources, Water/Natural Resource Management, Environmental Sciences/Policy, Earth Science, Limnology, or related field. Additional relevant experience may substitute for the required educational level.
2. Minimum of 2 years of relevant professional experience including water-resource management, technical fieldwork, BMP maintenance or design, and/or review of water-quality best management practices.

PREFERRED QUALIFICATIONS

1. GIS including map making/editing for general use, shapefile editing/creation, GIS database management, and ensuring data accuracy.

OVERALL KNOWLEDGE, SKILLS, and ABILITIES

Supervision:

Works under general supervision

Core Competencies:

Demonstrates the ability to learn standard procedures and follow written instructions to accomplish technical duties related to assigned responsibilities. Performs work that is varied and that may be somewhat difficult in character. Knows and uses fundamental concepts, practices, and procedures of particular field of specialization. Demonstrates understanding of the priorities, goals, and objectives of the organization. Demonstrates ability to independently initiate, plan, and coordinate multiple projects ranging from routine to more complex. Demonstrates ability to independently prioritize one's own and the work of others. Demonstrates an ability to gather, analyze, and interpret information, follow instructions, and effectively resolve a range of challenges. Demonstrates an ability to plan, coordinate, monitor, and manage tasks. Demonstrates an ability to coordinate multiple projects simultaneously.

Communication:

Effectively listens, speaks, and interacts tactfully in a work group or with the public. Demonstrates verbal and written ability to work collaboratively and appropriately. Manages conflict with citizens and staff. Follows oral and written instructions. Communicates with a diverse group of coworkers, supervisors, and the public in a cooperative manner with an emphasis on facilitation. Responds promptly, and develops positive working

relationships with internal and external customers. Selects and uses the most appropriate method of communication with the public or coworkers. Produces effective and readable technical reports, documents, and correspondence.

Physical Requirements:

Valid driver's license; ability to walk and carry equipment in rough terrain; the ability to lift approximately 50 pounds; work some evenings and weekends

The above is intended to describe the general content of and requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements and does not imply a contract.

NON-DISCRIMINATION POLICY

The VLAWMO will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance.

To: VLAWMO Board of Directors
From: Phil Belfiori
Subject: **V. B.** Authorizing Tyler Thompson severance payment

Date: Feb. 16, 2022

Background / Discussion

As defined approved VLAWMO employee handbook:

5.5.9 Severance Pay

After completion of the probationary period, any regular full-time or eligible part-time employee leaving the Watershed service in good standing, having given at least two weeks notice of termination of employment, shall be compensated for ½ unused accrued leave at the employee's rate of pay at the time of termination up to a maximum of 400 hours.

Based on above-mentioned language, a severance payment to Tyler has been made for \$6671.79. Calculations are available upon request but not included in packet due to privacy reasons.

Proposed Motion

Moved by Director _____ and second by Director _____ to authorize a one time severance payment of \$6671.79 to Tyler Thompson pursuant to the approved VLAWMO employee handbook.

#1

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 16, 2022

Re: **V. C. Update on UMN Biochar payment and MPCA change order**

The UMN accepted VLAWMO's terms of the settlement sent by VLAWMO on December 22, 2021. The settlement letter was drafted with assistance from VLAWMO's legal representative. That settlement resolved the outstanding invoice from the UMN for \$17,368.37. VLAWMO paid \$3584.64, which was the amount remaining in the respective task in the 319 grant workplan for UMN's biochar lab testing and design services. The UMN signed the settlement letter on January 14, 2022. Upon receipt, VLAWMO sent the check for the agreed upon amount.

SEH has determined that the Whitaker Pond site is feasible for construction of the biochar filter (presented in more detail under Projects). A change order has been approved by MPCA to address the site change. The change order is included in the Board packet. As VLAWMO's designated "Contractor/Project Manager" with MPCA for this project, D. Tanner is authorized to sign the attached change order. Tanner will sign the change order document following the Board meeting as it is presented, unless there are changes requested by the Board.



520 Lafayette Road North
St. Paul, MN 55155-4194

P/T related Contract Encumbering Order Change Order Form

Instructions: The revised workplan, budget detail sheet, and/or schedule must be attached to this form. The revisions should be shown in strikeout and underline. Refer to the Change Order clause in your contract.

Change Order information

Contractor name: Vadnais Lake Area Watershed Mgmt

Agency Interest ID number: 192051 Activity ID number: PRO20190002

SWIFT Contract number: 169280 Purchase Order number: 3000025454

Funding information: 3000-R3237835-R32R319; 3000-R3237836-R32R319; 3000-R3237836-R32R319

Contractor's Project Manager: Dawn Tanner Phone: 651-204-6070

Contractor's Project Manager email: _____

MPCA's Project Manager: Jordan Donatell Phone: 651-757-2254

Project name: VLAWMO Bacteria, Sediment, & Nutrient Reduction Project

Task change/Scope of Work change

Explanation (including verbal authorization):

The locational reference of BMPs in Objective 4 was removed to provide flexibility to this project through this workplan. Timelines of Obj 4 and Obj 5 were extended to the end of the overall grant period to provide further flexibility. Approved by Project Manager Jordan Donatell 2/9/2022

Signatures

(The Change Order form must be signed by the MPCA Project Manager and the Contractor. The signature below authorizes the Contractor to proceed with the items listed. The original Contract and any previous Change Orders and Amendments are incorporated into this Change Order by reference.)

By typing/signing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Contractor

Signature: _____
(This document has been electronically signed.)

Title: _____ Date: _____

MPCA Project Manager

Signature: Jordan Donatell
(This document has been electronically signed.)

Title: Environmental Specialist Date: 2/9/2022

- Distribution:**
1. Contractor
 2. Project Manager uploads into Tempo/OnBase



520 Lafayette Road North
St. Paul, MN 55155-4194

Federal Clean Water Act Section 319

Attachment A

Project workplan

Doc Type: Contract

Swift #:	169280
Purchase Order #:	3000025454
Agency Interest ID #:	192051
Activity ID #:	PRO20190002

Project title: VLAWMO Bacteria, Sediment, and Nutrient Reduction Project

1. Project summary:

Organization: Vadnais Lake Area Watershed Management Organization (VLAWMO)
Contractor contact name: Dawn Tanner
Title: Program Development Coordinator
Address: 800 East County Road E
 Vadnais Heights, MN 55127
Phone: 651-204-6074
Fax: 651-204-6173
Email: dawn.tanner@vlawmo.org

Minnesota Pollution Control Agency (MPCA) contact

MPCA project manager: Jordan Donatell
Title: Environmental Specialist
Address: 520 Lafayette Road North
 St. Paul, MN 55155
Phone: (651) 757-2254
E-mail: jordan.donatell@state.mn.us

Project information

Latitude/Longitude: Ground Coordinates X: 495029.9485176 Y: 4989777.6082607
County: Ramsey
Start Date: 11/27/2019 **End Date:** 8/31/2023
Project cost: Grant: \$302,679.00, Match: \$601,447.25, Total: \$904,126.25

Project location:

Basin (check all that apply):

Lake Superior Lower Mississippi/Cedar Upper Mississippi Minnesota Rainy
 Red River Des Moines Missouri St. Croix

a) Watershed name: Vadnais Lake Area Hydrologic Unit Code (HUC) 8: 07010206 (Mississippi River-Twin Cities)

Organization type: Local/Regional government (county, SWCD, WD, etc.)
 State government
 Joint powers organization of local government

2. Statement of problems, opportunities, and existing conditions

Project background

The Vadnais Lake Area Watershed has a high proportion of impervious surface including residential (40%), and industrial, commercial, major highway (10%). There is also a high proportion of open water including lakes, wetlands, and streams (30%). Surface water in the watershed is of high importance because of the role in providing drinking water to the metro area. The Charley-Pleasant-Sucker-East Vadnais chain of lakes for St Paul Regional Water Service (SPRWS) provides drinking water for 446,000 residents of St. Paul and surrounding suburbs. Lambert Creek is a priority in the watershed for a number of reasons. Lambert Creek is impaired for bacteria. Lambert Creek flows into East Vadnais Lake, which is the main reservoir for SPRWS before water enters the McCarrons Water Treatment Plant. Lambert Creek is connected to other impaired waterbodies including Goose Lake. Goose Lake is the headwaters of the creek, impaired for nutrients, and a major focus of ongoing VLAWMO efforts. The Lambert Creek and Goose Lake Subwatersheds receive stormwater runoff from about 1/5 (4.6 acres) of the Vadnais Lake Area Watershed. Lambert Creek is also in need of improvement due to Best Management Practices (BMPs) that were implemented and innovative about 15 years ago but are now in need of updating and improvement. Specifically, Lambert Lake was built to allow sediment collection; that has been successful, but a reconstruction project by the Minnesota Department of Transportation (MnDOT) in 2016 on 35E sent a far larger sediment load than planned into the system. It is now filled in to about 80% of capacity. A fiberglass sheet pile weir was installed on the north end of Lambert Lake in 2004. That fiberglass sheet pile is now at the end of its lifespan and bowing into the lake. It is in urgent need of replacement and VLAWMO will replace this failing infrastructure at Lambert Lake through this project.

When Lambert Lake was built, it was designed to facilitate sheet flow across the wetland. Dense stands of native Phragmites and cattails short-circuit the flow so that it moves rapidly through a channel instead of the targeted sheet flow. Increased storm frequency and intensity consistent with climate change are causing flooding problems. There is a need to increase storage to buffer against storm events, slow water moving through the system, remove bacteria, and increase resilience.

Lambert Creek and Lambert Lake are in the same HUC 12 subwatershed (#070102060802). The mainstem of Lambert Creek flows through a series of four wetland basins (Sobota Slough, Rice Lake, Grass Lake, and Lambert Lake). These wetlands represent former lake basins that were ditched and drained around the turn of the century. Present-day hydraulic properties of the basins include fluctuating water levels, short residence times, and channelized flow (Engstrom 1991). BMPs associated with this project are located on Lambert Lake, which Lambert Creek flows through, and located directly on the impaired waterbody. Project BMPs include replacing failing fiberglass sheet pile with steel sheet pile, building a meandering channel to increase water storage and improve ecosystem function, and adding biochar ~~into the meandered channel~~ to remove bacteria.

The water quality concern to be addressed with project BMPs is high bacteria counts. Monthly geometric means of *E. coli* exceed the State standard (126 cfu/100mL) for most months. The acute standard of greater than 10% of measured values at or above 1,260 cfu/100 mL during the month is also exceeded during most months (Wenck Associates, Inc. 2013). Data were collected from 2006-2010 for Total Maximum Daily Load (TMDL) development. Those trends have continued in the years following, and bacteria data collection along Lambert Creek is part of VLAWMO's ongoing monitoring program. Research completed in 2018 showed that nonpoint delivery of bacteria to the creek occurs following storm events. Molecular testing was used to determine the sources of *E. coli*. Sources were found to be mostly avian with some canine. *E. coli* appear to be collected throughout the subwatershed, possibly including regrowth of *E. coli* as it reproduces in the environment. Bacteria are flushed into the creek in stormwater runoff. ~~Lambert Lake is an appropriate location for BMPs as the last receiving wetland in the chain before Lambert Creek flows into East Vadnais Lake.~~

Target goals or reductions needed to meet water quality standards for the water body will require a 55% reduction, which includes a margin of safety. The geometric mean of all data collected within the impaired reach for all months is 260 MPN/100mL (Wenck Associates, Inc. 2013).

Project impact

The purpose of this project is to implement new BMPs to remove bacteria, increase storage, provide resilience, and improve ecosystem function on Lambert Creek, which is an impaired stream that flows into East Vadnais Lake, a major reservoir for St. Paul's drinking water supply. This project will reduce bacteria in the creek by 59%, Total Phosphorus (TP) by 70%, and sediment by 19%. Evidence supports that heavy metals will also be removed from the system, but quantitative estimates are not available at this time because the technique is still in experimental stages. Building the meander also allows sediment deposition, slows the rate of water moving through Lambert Creek, and improves wetland function for filtering and storing water, reducing flooding issues in the subwatershed.

High bounce in the Lambert Creek system is a result of extensive ditching that channelized flow and reduced residence times, reducing the possible function of the wetland network in filtering out pollutants. These wetlands are sustained by diffuse nonpoint sources and exceed what could be retained by internal nutrient cycling. This project also aims to reverse detrimental modifications that were done in past decades to restore wetland function and improve water quality.

Bacteria loading to Lambert Creek is predominately from nonpoint urban stormwater with a small contribution to the load from wildlife and canine pet waste within the watershed. As part of the TMDL for Lambert Creek, recommendation for priority load reduction strategies included streambank restoration, infiltration basins, and researching the source of bacteria. The 107 BMP cost shares that have been added in the subwatershed since 2007 were prioritized to help meet the goals of reducing nonpoint stormwater delivery into the creek. Implemented cost shares with local citizen involvement include pervious pavement, infiltration basins, and stream stabilization at Oakmede, Lower Lambert, and Koehlar.

The most critical pollution sources come from stormwater from Municipal Separate Storm Sewer Systems (MS4s): Gem Lake City, MnDOT, Ramsey County, Vadnais Heights City, White Bear Lake City, and White Bear Township. These MS4s have been involved in building additional stormwater BMPs into their city designs and planning process.

Extensive monitoring has been the focus of VLAWMO's efforts following establishment of the TMDL to build the research needed to understand source and concentration of bacteria loading. From 2008-2014, five locations on Lambert Creek were sampled twice per month from May through September. Samples were collected for nutrients and bacteria. From 2014-2018, continuous sampling was done in four subwatersheds upstream from Lambert Lake during wet and dry periods to identify bacterial sources. Bacterial sources were found to be primarily avian and are collected with stormwater runoff from streets, gutters throughout the subwatershed. Variation was found among samples but results among sites were not significantly different. Bacteria is collected fairly uniformly in stormwater across the subwatershed (Burns & McDonnell 2014; final results and report pending).

The suite of BMPs implemented so far have helped reduce untreated stormwater delivered to the creek. Research has been conducted to better understand nonpoint sources of bacteria in the subwatershed. Adding BMPs to Lambert Lake Creek including adding a meander to the stream and installing biochar will remove bacteria, reduce nutrients, and slow water to allow sediment deposition, improving storage and resilience. The replacement of existing BMPs is required to maintain the system, prevent a system failure, and support function of the new BMPs.

3. Goals, objectives, tasks, and subtasks

Goal: Install suite of BMPs to address bacteria impairment, provide increased stormwater storage, and capture sediment in the Lambert Lake area of Lambert Creek

Objective 1: Lambert Lake sheet pile replacement

Task A: Excavation and replacement of fiberglass sheet pile with steel sheet pile

Objective 1 Timeline: January 2021-March 2021

Objective 1 Cost: Grant: \$0, Match: \$400,000.00, Total: \$400,000.00

Objective 1 Deliverables: Repaired pond and system ready for addition of meandering channel

Objective 2: Design new meandering channel through Lambert Lake

Task A: Assess the nature and depth of peat/sand and the groundwater flux

Task B: Based on substrate condition, design a meandering channel to optimize water storage and treatment.

Objective 2 Timeline: November 2019-March 2020

Objective 2 Cost: Grant: \$34,000, Match: \$33,772, Total: \$67,772

Objective 2 Deliverables: Accepted bid and contract for construction

Objective 3: Build meandering channel through Lambert Lake

Task A: Construct meandering channel

Objective 3 Timeline: January 2021-May 2021

Objective 3 Cost: Grant: \$190,670, Match: \$104,000, Total: \$294,670

Objective 3 Deliverables: As-builts for meander construction and a description of the vegetative restoration that was completed

Objective 4: Design and install Biochar Treatment

Task A: Lab test Biochar treatment performance

Task B: Design and create Lambert Lake Biochar treatment

Task C: Design placement of Biochar treatment

Task D: Install Biochar treatment

Objective 4 Timeline: January 2020 - ~~April 2022~~ August 2023

Objective 4 Cost: Grant: \$78,009, Match: \$40,000, Total: \$118,009

Objective 4 Deliverables: A final product with documentation of lab performance and plans showing the location and placement of Biochar.

Objective 5: Monitor BMP performance

Task A: Collect data

Task B: Analyze data

Objective 5 Timeline: January 2022 - ~~December 2022~~ August 2023

Objective 5 Cost: Grant: \$0, Match: \$11,226.40, Total: \$11,226.40

Objective 5 Deliverables: Report of BMP performance, summary of projects completed, and pollutant reductions as outlined in the grant agreement.

Objective 6: Grant administration, monitoring and community engagement

Task A: Communicate results and deliver site-specific programming

Task B: Grant reporting and grant administration

Objective 6 Timeline: November 2019-August 2023

Objective 6 Cost: Grant: \$0, Match: \$12,448.85, Total: \$12,448.85

Objective 6 Deliverables: Education and Outreach programming delivered and published on VLAWMO website

4. Measurable outcomes

Lake ID or stream AUID	07010206-801					
Phosphorus	7.1	lbs/yr	1130	\$/lb	70	%
Sediment	5.5	tons/yr	1450	\$/ton	19	%
Other (list): <u>Bacteria</u>	7.7 x 10 ⁹	org/day		\$/	59	%

Bacteria is a major pollutant leading to §303(d) listings and subsequent TMDL development. Given the nature of bacteria measurements (e.g., counts per 100 milliliters), an appropriate expression of loads for bacteria TMDLs is organisms per day. Cost when divided out is a very small number (on the level of many fractions of a cent) that does not make much sense to report. The direct cost for the Biochar Treatment that lead to removal of 7.7x10⁹ organisms per day includes building the meander and installing the Biochar Treatment. However, that work cannot be completed without replacing the failing sheet pile and conducting the research and design budget components that need to happen prior to installation of Biochar Treatment.

Bacterial load reductions have been projected for the purposes of this project. However, it is recognized that bacterial loads vary depending upon the flow regime. More specifically targeted goals will be determined by using the load duration curve method from https://www.epa.gov/sites/production/files/2015-07/documents/2007_08_23_tmdl_duration_curve_guide_aug2007.pdf.

Load duration curves will be developed that set bacteria load reductions for high, moderate, medium, low and baseflows. Performance will be measured above and below the channel and at selected locations. Bi-weekly sampling will continue along Lambert Creek and document resulting bacterial load reductions. Lab analyses will be used for bacteria and nutrient reductions and include documentation with annual reports. Monitoring will extend beyond the terms of the grant.

Adaptive management will be utilized to make modifications as needed. An adaptive strategy is especially important because of the innovative and experimental nature of this project. Biochar Treatment design and optimal stream placement is currently being researched by Dr. Magnor's lab at the University of Minnesota. The testing and implementation of biochar in stormwater management to remove bacteria is a cutting-edge design.

6. Project budget (attached)

Attachment A - Budget

SWIFT:		169280
Purchase Order:		300025454
AI:		192051
Activity ID:		PRO20190002

VLAWMO Bacteria, Sediment, & Nutrient Reduction Project
 Vadnais Lake Area Water Management Organization (VLAWMO)

Objective	Cost category	Unit cost	Rate	Quantity	Grant	Grant Change Order 1	In kind match	Cash match	Cash Change Order 1	Total match	Total Change Order 1	Budget total
Objective 1: Lambert Lake Sheet Pile Replacement												
Task A: Replace failing fiberglass sheet pile with steel sheet pile (420 total feet)	Best Management Practices (BMP) Replacement	\$400,000.00					\$ -	\$ 400,000.00		\$ 400,000.00		\$ 400,000.00
Objective 1 - Total					\$ -		\$ -	\$ 400,000.00		\$ 400,000.00		\$ 400,000.00
Objective 2: BMP Engineering and Technical Assistance												
Tasks A-B: Engineering and Technical Assistance	Engineering	\$59,000.00			\$ 34,000.00		\$ -	\$ 25,000.00		\$ 25,000.00		\$ 59,000.00
Tasks A-B: VLAWMO Staff Coordination	Coordinator				\$ -		\$ 8,772.00	\$ -		\$ 8,772.00		\$ 8,772.00
Objective 2 - Total					\$ 34,000.00		\$ 8,772.00	\$ 25,000.00		\$ 33,772.00		\$ 67,772.00
Objective 3: BMP Installation												
Task A: Build meander from Lambert Lake and reconnect to ditch (1,500 to 2,000 total feet)	BMP Implementation	\$294,670.00			\$ 190,670.00			\$ 104,000.00		\$ 104,000.00		\$ 294,670.00
Objective 3 - Total					\$ 190,670.00		\$ -	\$ 104,000.00		\$ 104,000.00		\$ 294,670.00
Objective 4: Design and Install Biochar-Cells, including sampling protocol for monitoring BMP performance												
Task A-C: Lab test, work with vendor to design, select placement	Engineering	\$22,509.00			\$ 12,509.00	\$ 12,509.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 22,509.00
Task D: Installation of biochar cells, includes perforated tubes, accessories, and support rods anchored through peat	BMP Implementation	\$5,500.00			\$ 5,500.00	\$ 65,500.00	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 5,500.00
Objective 4 - Total					\$ 18,009.00	\$ 78,009.00	\$ -	\$ 10,000.00	\$ 40,000.00	\$ 10,000.00	\$ 40,000.00	\$ 28,009.00
Objective 5 - Monitoring Design and Installation												
Task A-B: Design sensors and sampling protocol and install	Engineering and Research	\$35,000.00			\$ 25,000.00		\$ -	\$ 10,000.00		\$ 10,000.00		\$ 35,000.00
Objective 5 - Total					\$ 25,000.00		\$ -	\$ 10,000.00		\$ 10,000.00		\$ 35,000.00
Objective 6 - Monitoring and Analysis												
Task A: Staff Monitoring and data entry	Water Resources Manager				\$ -	\$ -	\$ 3,366.40	\$ -	\$ -	\$ 3,366.40	\$ 3,366.40	\$ 3,366.40
Task B: Bacteria Samples Lab Analysis	Lab Fees				\$ -	\$ -	\$ 780.00	\$ -	\$ -	\$ 780.00	\$ 780.00	\$ 780.00
Task B: Nutrient Samples Lab Analysis	Lab Fees				\$ -	\$ -	\$ -	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00
Task B-D: Analyze data, enter into databases, and develop research paper	Research	\$55,000.00			\$ 35,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 55,000.00
Objective 6 - Total					\$ 35,000.00	\$ -	\$ 4,146.40	\$ 27,080.00	\$ 7,080.00	\$ 34,226.40	\$ 11,226.40	\$ 66,226.40
Objective 7 - Grant administration, monitoring, and community engagement												
Education and Outreach												
Task A: Programming	E&O Coordinator				\$ -		\$ 2,689.60	\$ -		\$ 2,689.60		\$ 2,689.60
Grant Reporting and Administration												
Task B: Staff Coordination	Administrator				\$ -		\$ 4,496.05	\$ -		\$ 4,496.05		\$ 4,496.05
Task B: Staff Coordination	Coordinator				\$ -		\$ 5,263.20	\$ -		\$ 5,263.20		\$ 5,263.20
Objective 7 - Total					\$ -		\$ 12,448.85	\$ -		\$ 12,448.85		\$ 12,448.85
Total					\$ 302,679.00		\$ 25,367.25	\$ 576,080.00		\$ 601,447.25		\$ 904,126.25

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 16, 2022

Re: V. D. Consider scope 2022 Carp Management on Pleasant with Carp Solutions, Inc.

VLAWMO staff have worked carefully and with extensive collaboration toward a carp harvest on Pleasant Lake during winter 2021/2022. Since December, staff have continued with telemetry monitoring on Pleasant Lake. The commercial fisher and WSB prepped the site by plowing an access road, drilling holes to drop the nets, plowing multiple haul sites, and attempting to drive the fish to target locations with underwater speakers/loud audio transmission. SPRWS has been a supportive partner with the project in many ways, including 50% financial support during 2021. A commercial harvest was attempted on January 29, 2022. The carp scattered to various locations across the lake. VLAWMO staff, WSB, and the commercial fisher are continuing to monitor and looking for the aggregation to regroup.

VLAWMO staff appreciate the diligent efforts of the commercial fishing crew and WSB on Pleasant Lake during extremely cold temperatures and under difficult conditions.

VLAWMO staff have prepared next steps for the carp projects for 2022 and continued effort toward removal of carp in Pleasant Lake because carp removal is the only viable project so far identified because of Pleasant Lake's many challenges, including steady rates of incoming Mississippi River water. (Review 2021 Barr Engineering sedimentation study, alum core sample analysis, and lab test for iron deficiency from 2021 for more information).

The Pleasant Lake carp winter removal may not be successful (The effort has not been successful at the time of packet preparation). Difficult conditions may have contributed to this, and carp are known to be challenging to remove. VLAWMO staff and close coordination with WSB and the commercial fisher gave us the best possible opportunity for a winter harvest on Pleasant Lake. If that effort is unsuccessful, the next step is to use PIT tag data collected the previous 2 seasons to conduct a carefully timed and monitored stream removal when the carp move from Pleasant Lake to the barrier at Wilkinson. VLAWMO staff requested services from Carp Solutions, Inc. to do that work. Carp Solutions conducted the previous monitoring effort and biomass estimation. They have prepared a quote to cover what will be needed for this stream removal effort. The full quote is included in the packet. A temporary barrier will need to be in place when the carp move this spring. Therefore, VLAWMO staff are bringing this quote to the Board for the February meeting to allow time for permit acquisition and site preparation, with a recommendation from the TEC to authorize this work. The stream removal has a not-to-exceed cost of \$20,088 for 2022. This carp effort was anticipated and included in the 2022 budget for the Pleasant subshed.

Requested action: VLAWMO staff request the Board's authorization to accept the quote from Carp Solutions for \$20,088 for Pleasant Lake work in 2022.



Proposal for carp removal during spring migration upstream of Pleasant/Deep Lake

January 18th, 2022

Prepared For: Dawn Tanner

VLAWMO

Prepared by:

Carp Solutions LLC

www.carpsolutionsmn.com

Data collected in previous years showed that a large number of common carp migrate each spring from Pleasant Lake, through Deep Lake and then towards Wilkinson Lake. We propose removal of common carp during their spring migration at the site just upstream of Deep Lake where we maintained our PIT antenna in the past.

Specifically, we propose:

1. Installation of a temporary physical barrier to block the migrating carp. This barrier will be installed across the width of the stream and will be constructed using PVC pipes driven into the bottom of the stream and horizontal support beams. We commonly use these temporary barriers for carp management as they are robust, easy to install, uninstall and do not require site engineering. We anticipate that the temporary physical barrier will be installed in early April and removed in early June (period when carp typically migrate). We will also install a secondary barrier (block net) downstream of the carp harvest area. This barrier will be only deployed for a few hours on days when we harvest carp and will be used to confine the carp to a manageable area and prevent them from escaping back into Deep Lake.
2. Installation of a PIT antenna with online access below the physical barrier to inform us about the timing of carp migrations so that we can mobilize quickly to remove them; early April through early June (2 months).
3. Removal of carp from the stream using backpack electrofisher, transporting them using a boat towards Deep Lake boat access where they will be loaded on trucks. Carp removal is likely to occur in late April through late May. Carp disposal is included.
4. At the conclusion, we will provide a report summarizing the observed spring carp migration (how many carp detected by the antenna and when), and the number of carp captured and removed. Each harvested carp will be scanned for PIT tags to estimate removal efficacy, which will be also included in the report. The report will be provided by December 31, 2022 but preliminary results can be communicated as needed.

Cost

This work will be conducted at a not-to-exceed budget of \$20,088. Detailed budget is presented below.

	People	Hours	Rate	\$
Prep and Install physical barrier above Deep Lake (30 feet in length)				
Upper PVC barrier (30 ')	3	8	95	2280
Lower barrier - block net	2	2	95	380
Materials				
2x4		8	11	88
PVC		120	15	1800
Install PIT antenna + camera	2	2	95	380
PIT antenna fee incl data access (\$1500/month)		2	1500	3000
Carp removal and disposal				
	4	32	95	12160
Total				20088

To: VLAWMO Board of Directors
From: Nick Voss, VLAWMO Education and Outreach Coordinator
Date: 2/16/22
Re: **V. E. Consideration of 2022 Annual Report draft for approval to BWSR**

Drafts of the 2021 Annual Report, Annual Report Summary, and Water Monitoring Summary are ready for review.

The 2021 Annual Report contains all of the components except for the 2021 financial information, which is pending on the 2021 audit. Upon approval of the 2022 audit and financial discussion staff will insert the information regarding VLAWMO expenditures and income into the annual report document in a format identical to the format used in completed VLAWMO annual reports from 2015 to 2020.

This draft of the 2021 Annual Report contains “draft” watermarks on the two financial pages (pg. 34-35), while all other pages are in their final presentation after undergoing staff review and editing.

The full 2022 Annual Report document and its supplement summary plus the 2021 water monitoring summary are available online for review at these links:

2021 Annual Report:

https://www.vlawmo.org/files/2016/4504/7089/2021_Annual_Report_-_no_finance.pdf (Copy/paste link if hyperlink says "error")

2021 Annual Report Summary: “Watershed at a Glance”

https://www.vlawmo.org/files/5116/4495/9930/2021_Annual_Report_Summary.pdf

2021 Water Monitoring Summary:

https://www.vlawmo.org/files/1216/4459/8855/2021_water_monitoring_report_summary.pdf

Staff Recommendation

Staff proposes approval of the 2021 Annual Report in its current format. Upon completion of the 2021 audit, financial information will be updated into the document on the two specified financial pages for a final submission to the Board of Water and Soil Resources (BWSR) by their April, 2021 deadline. At that time the complete report including finances will be sent to VLAWMO Board and Technical Commission members.



800 County Road E East, Vadnais Heights, MN

www.vlawmo.org; Office@vlawmo.org

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 16, 2022

Re: V. F. Consider Sucker/East Vadnais SLMR

VLAWMO staff have prepared the Sucker/East Vadnais SLMR, according to the schedule established in the VLAWMO 10-year Watershed Management Plan (2017-2026). Staff request any changes or revisions from the Board.

The SLMR is found on the VLAWMO website here:

https://www.vlawmo.org/files/7616/4495/9528/V._F._2_Sucker_and_East_Vadnais_Lake_SLMR_Draft1.pdf

Requested action: VLAWMO staff request Board authorization of the Sucker/East Vadnais SLMR and posting to the VLAWMO website.



800 County Road E East, Vadnais Heights, MN

www.vlawmo.org; Office@vlawmo.org

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 16, 2022

Re: **V. G. Consider W Vadnais Carp/Rough-fish efforts in 2022 with Carp Solutions, Inc.**

In partnership with Ramsey-Washington Metro Watershed District (RWMWD) and following the recommendations of Carp Solutions experts, staff request a recommendation to the Board to authorize the Proposal for Fish Community Surveys in West Vadnais Lake for a total of \$6,220 in 2022. RWMWD staff also support this proposal from Carp Solutions. See the scope of work and quote in the Board packet. The TEC recommended authorization to the Board at their meeting on February 9, 2022.

Requested action: VLAWMO staff request the Board's authorization to proceed with the quote from Carp Solutions for \$6,220 for West Vadnais work in 2022.



Proposal for Fish Community Surveys in West Vadnais Lake

November 9, 2021

Prepared For: Vadnais Lakes Area Water Management Organization & Ramsey Washington
Metro Watershed District

Attn.: Dawn Tanner & Bill Bartodziej

Prepared by:

Carp Solutions LLC

www.carpsolutionsmn.com

Background

In 2020, Carp Solutions conducted spring electrofishing surveys, capturing, marking, and releasing 119 carp. Additionally, large numbers of black bullheads were observed, raising the question of whether they were contributing to the poor water quality of the lake. An electric barrier was planned to be installed at the outlet of the lake to prevent carp from leaving the lake. Due to the COVID-19 pandemic, this electric barrier was not able to be installed, and instead, a physical barrier was constructed. No large congregations of carp were observed at this barrier in the spring. Two box nets were installed in late July and pulled seven times to estimate carp abundance using mark-recapture analyses and remove the captured carp. A total of 356 carp were removed. The post-removal carp population was estimated to be 1,590 carp, with a biomass density of 22 kg/ha. However, the small carp that were observed in the spring and then captured in box nets throughout the summer quadrupled in size, leaving the possibility of rapid expansion of the biomass of carp in the lake through the growth of individuals. In the spring of 2021, the delayed electric barrier was installed at the outlet, along with a PIT antenna to monitor its effectiveness. No carp were detected at this antenna all season, likely due to a very low water level in the spring of 2021. No surveys or netting were conducted in 2021, so the carp population estimate and size structure is currently unknown.

Boat electrofishing to mark carp with PIT tags and assessment of carp size structure

In order to monitor the carp population after removals in 2020 and see whether further carp removals are warranted, we propose a series of standard electrofishing surveys. We will conduct three boat electrofishing surveys between June and September to estimate the carp population. Each survey will consist of 5 transects. It is important that these surveys are conducted on 3 separate days as carp catch rates might be influenced by the weather or other factors. We propose marking all captured carp with PIT tags. PIT tagged carp would be useful for continued monitoring of carp migrations out of the lake as well as for mark-recapture estimates for potential future removals. All captured carp will be counted, measured for length, implanted with PIT tags, and released. The mean catch rate per hour will be used to estimate carp abundance and biomass using a published relationship (Bajer et al. 2012). Any

species of fish seen other than carp will be noted, although these other species will not be netted, counted or measured.

Cost for Boat Electrofishing 1: \$4,200

Trap-Net survey to assess native fish populations, including black bullheads

In order to assess the general fish community in West Vadnais Lake, one trap net survey will be conducted in the summer. 5 small-mesh trap nets will be installed in the lake and left overnight. The next day, the trap nets will be pulled and up to 50 fish of each species from each net will be measured. All fish will be identified to species and counted.

The nets we use for these surveys have slightly smaller dimensions and smaller mesh size ($\frac{3}{8}$ " mesh) than standard nets used by MN DNR ($\frac{3}{4}$ " mesh). We use these small mesh nets because they are better suited for capturing age-0 and age-1 carp and bullheads than the regular size mesh nets (age-0 carp and bullheads can swim through the mesh of the standard nets). However, if additional surveys with standard nets were required, we could add that to the proposal.

Cost for Trap-Net survey: \$1,520

Report

At the conclusion of this effort, we will provide a written report with management recommendations. The report will be submitted by January 31, 2023.

Cost

This work will be conducted at a not-to-exceed budget of **\$6,220**. Detailed budget is presented below.

		Hours	People	Rate per person	Hourly rate	\$	\$ Totals
1.	Electrofishing						
	3 days of boat electrofishing/ marking	18	2	100	200	3600	
	PIT tags (up to 200)					600	
							4200
2.	Trap-netting						
	Set Trap nets	4	2	95	190	760	
	Remove Trap nets	4	2	95	190	760	

							1520
	Subtotal						5720
	Report and analysis						500
	Grand Total						6220

To: VLAWMO Board of Directors Date: Feb. 16, 2022
From: Phil Belfiori
Subject: **V. H** Consideration of 2022/23 Service Agreement with Ramsey County Soil & Water Conservation Division (SWCD)

Background / Discussion

Attached for Board consideration is the 2022/23 Service Agreement with Ramsey County Soil & Water Conservation Division (SWCD). The scope of services associated with the professional services agreement includes BMP design, site visits, GIS services including review of VLAWMO's stormwater utility to certify annual fee and other GIS map development, and other services as requested by VLAWMO. The primary program areas where these services are necessary is in some design of the Cost share land scape level 1 or 2 program (as was implemented in 2021 with the new Board approved cost share program) and assistance on some GIS services given the departure of Tyler. Some or all of the GIS services may be temporary pending the experience and expertise of the new Watershed Tech. /Program Coordinator. Costs are only billed on an "as needed" requested basis, and therefore it is possible that the entire \$20,000 may not be spent. Design services costs are included the approved cost share 2022/23 budget fund with some the BMP design services also be related to BWSR watershed based grant program. Any necessary GIS services would be paid from the 2022/23 technical /engineering services budget fund.

Recommendation

Staff recommends approval of attached 2022-2023 Professional Services Agreement with Ramsey County

Proposed Motion

Moved by Director _____ and second by Director _____ to authorize approval of the 2022-2023 Professional Services Agreement with Ramsey County Soil & Water Conservation Division (SWCD)

Attached: 2022-2023 Professional Services Agreement with Ramsey County

2022-2023 Professional Services Agreement
between
Ramsey County
and
Vadnais Lake Area Water Management Organization

A. PARTIES

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation department – Soil & Water Conservation division (SWCD), 2015 Van Dyke Street, Maplewood, MN 55109, and Vadnais Lake Area Water Management Organization (VLAWMO), 800 Co. Road E East, Vadnais Heights, MN 55127.

B. PURPOSE

1. VLAWMO has requested assistance from the SWCD to implement the policies specified in Minnesota Statutes § § 103A.206 and 103D.201.
2. The SWCD is authorized to enter agreements to provide such assistance pursuant to Minnesota Statutes §§ 103C.331, subds. 3, 7, and 103D.335, subd. 21.

C. TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2022 to December 31, 2023 unless extended or terminated as provided herein.

D. SCOPE OF SERVICES

The SWCD will perform all services and furnish and deliver work products as requested by VLAWMO. Generally, these services include: BMP design, site visits, GIS services including review of VLAWMO's stormwater utility to certify annual fee and other GIS map development, and other services as requested by VLAWMO.

E. COST

In full consideration for services under this agreement, the SWCD shall charge the VLAWMO for the services on a time and material basis. This agreement is not to exceed a total of \$20,000 without an amendment approved by the VLAWMO and SWCD.

F. PAYMENTS

The SWCD shall invoice the VLAWMO. Payment is due in full to the SWCD within 35 days after the next scheduled meeting of the VLAWMO Board based on the fee of \$75 per hour for all SWCD staff. Project expenses will be billed as they are accrued. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

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

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

H. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the SWCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the Act), or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The SWCD agrees to abide by these statutes, rules and regulations and as they may be amended.

I. AUDITS, REPORTS, AND MONITORING PROCEDURES

The SWCD will:

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

J. INDEMNITY

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

K. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the SWCD as the agent, representative, or employee of VLAWMO for any purpose or in any manner whatsoever.

The SWCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

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

L. MODIFICATIONS

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

M. MERGER

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

N. TERMINATION

Either the SWCD or the VLAWMO may terminate this Agreement with or without cause by giving the other party sixty (60) days written notice prior to the effective date of such termination. If either party terminates the agreement, the VLAWMO shall pay the SWCD for services performed by the SWCD up to the date of the termination.

O. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

P. NON-ASSIGNMENT OF SERVICES

The SWCD shall not assign this Agreement or any obligations hereunder without written approval of the VLAWMO.



800 County Road E E, Vadnais Heights, MN 55127
www.vlawmo.org; Office@vlawmo.org

To: VLAWMO Board of Directors

Date: Feb. 16, 2022

From: Phil Belfiori

Subject: **V. I.** Consideration of the 1/26/22 Board workshop minutes

Background / Discussion

Attached please find for Board consideration the 1/26/22 strategic organizational planning workshop minutes.

Proposed Motion

Moved by Director _____ and second by Director _____ to approve the 1/26/22 strategic organizational planning workshop minutes.

Attached: 1/26/22 strategic organizational planning workshop minutes.



MINUTES OF THE BOARD OF DIRECTORS – JAN. 2022 STRATEGIC ORGANIZATIONAL
 PLANNING WORKSHOP

January 26, 2022- 7pm
 Vadnais Heights City Hall Council Chambers
 800 County Road E East Vadnais Heights, MN 55127

Attendance		Present	Absent
Jim Lindner, 2021 Chair	City of Gem Lake	X	
Dan Jones, Vice Chair	City of North Oaks	X	
Patricia Youker, Secretary-Treasurer	City of White Bear Lake	X	
Ed Prudhon	White Bear Township	X	
Rob Rafferty	City of Lino Lakes		X*
Tom Watson	City of North Oaks	X	
Phil Belfiori	Administrator	X	
Brian Corcoran	Water Resources Mgr.	X	
Dawn Tanner	Program Development Coord.	X	
Nick Voss	Education & Outreach Coord.	X	
Tyler Thompson	GIS Watershed Tech.	X	

* with prior notice

Others in attendance: Rachel Olm, Houston Engineering.

Chair Lindner called the workshop to order at 7:00pm. Belfiori thanked the Board for their leadership and vision for initiating this important strategic direction process. He introduced the staff in attendance and Rachel Olm from Houston Engineering. Belfiori then outlined the agenda for the workshop, summarized the 6 priority issues as is defined in the VLAWMO Watershed Management Plan and listed the 22 sub issues created for this strategic organizational workshop process. He then presented an overview of the results of the past budgets (2017-2022) analysis which categorized all budgeted implementation actions over the past six years into one of six “buckets” per the priority issues. Belfiori then summarized four trends in the data from the budget analysis. Rachel Olm then presented the Board of Directors survey results including issue ranking and subissue ranking completed by the Directors. She then outlined four key takeaways from the comparison between the budget analysis and the survey results.

The Board then engaged in discussions on the presented information. Below is a summary of the key takeaways from the Board discussion:

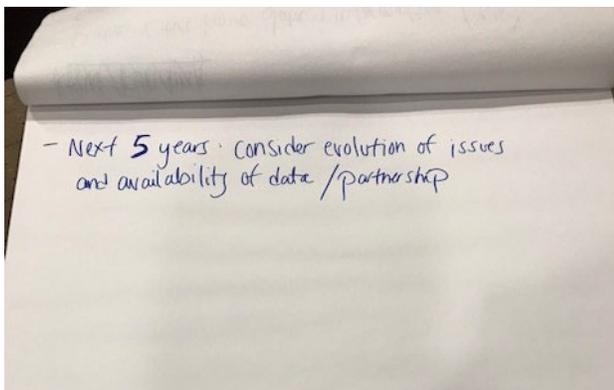
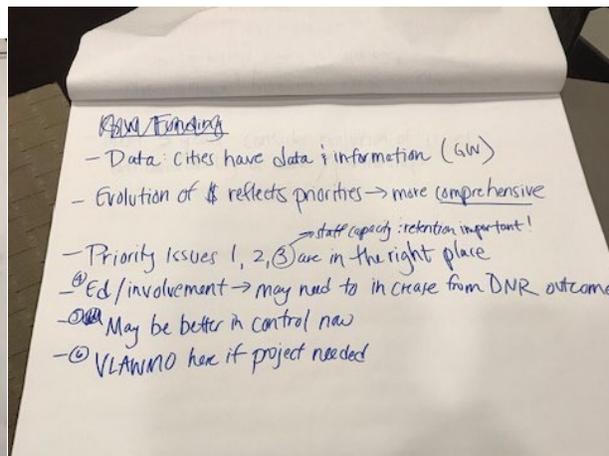
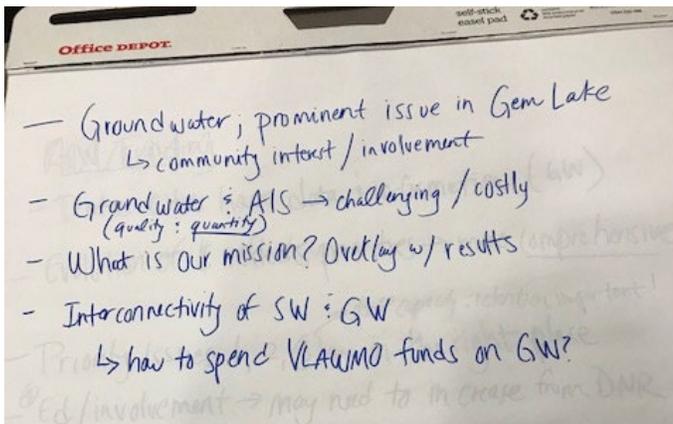
Board Discussion: Key Takeaway Flipchart Notes

- Groundwater is a prominent issue in Gem Lake due to community interest and involvement
- Groundwater (quality and quantity) and AIS are important, but are challenging and costly
- What is our mission? Overlay our mission with results for direction

- Interconnectivity of surface water and groundwater: How would the VLAWMO spend their funds on addressing groundwater?
- Cities have data and information related to groundwater conditions
- Evolution of VLAWMO spending reflects priorities; they are now more comprehensive

Takeaways:

- Affirms priority ranking as shown by survey results
- Priority issues for surface water, groundwater, and data / capacity are in the right place
- Education and involvement may need to be increased based on DNR outcome
- Flooding may be in better control now; affirms priority placement
- VLAWMO is here for if/when a project is needed related to AIS; affirms priority placement
- For the next 5 years: consider evolution of issues and availability of data and partnerships for funding priority



Belfiori then identified the next steps in the strategic organizational planning process and thanked the staff and Board for their energy and vision in the discussion. Chair Lindner then adjourned the workshop meeting.

To: VLAWMO Board of Directors

From: Phil Belfiori

Date: February 16, 2022

Re: V. J. Consent – Consider LMC Liability waiver form

Consistent with past years, staff is working on submission on LMC Liability Insurance application. As part of this process, the application asks if VLAWMO wishes to waive statutory tort limits. Per the recommendation of Marc Bullis, VLAWMO insurance representative, the proposed motion below identifies the that the Board wish to NOT waive it's monetary limits on liability. Last year the Board did not waive.

Proposed Motion

_____ moves that VLAWMO wish to **NOT WAIVE** the monetary limits on municipal tort liability established by Minn.Stat. § 466.04.

Attached:

- LMC Liability waiver form



Liability Waiver

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION - P&C

in

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of it purchased. The decision to waive or not to waive the statutory limits has the following effects:

1. *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limit applies. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
2. *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
3. *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision. This decision must be made by the city council. Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. For further information, contact LMCIT. You may also wish to discuss these issues with your attorney.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

For more information download the Liability Waiver Form (<https://www.lmc.org/wp-content/uploads/documents/Liability-Coverage-Waiver-Form.pdf>)

Submit Renewal

I have completed this section

(/Reports/PrintRenewalMaster?inProgramNbr=0011&cityID=600348010&inLOB=PC&inFormID=16824)



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: **Vadnais Lake Area Water Management Org.**

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



800 County Road E East, Vadnais Heights, MN

www.vlawmo.org; Office@vlawmo.org

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 16, 2022

Re: V. K. MDA Invasive Species Treatment Grant Awarded

On January 24, 2022, VLAWMO staff were delighted to be informed of the successful grant application with MDA for buckthorn removal at the City Hall wooded wetland. The grant will provide \$5,000 toward sentence-to-serve crew time during the spring buckthorn removal time (March/April). VLAWMO staff are renewing the sentence-to-serve contract and working to schedule crew time in advance. Partnership with Vadnais Heights Public Works is very much appreciated in helping to make these efforts successful.



800 County Road E E, Vadnais Heights, MN 55127
www.vlawmo.org; Office@vlawmo.org

To: Board of Directors

From: Phil Belfiori, Administrator

Date: February 16, 2022

Re: V. L. Board Consideration of Designation of Legal Publication

Legal Publication

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



800 County Road E E, Vadnais Heights, MN 55127
www.vlawmo.org; Office@vlawmo.org

To: Board of Directors

From: Phil Belfiori, Administrator

Date: February 16, 2022

Re: **V. M.** Board Consideration of 2022 VLAWMO regular Board meeting dates

The following dates are offered for the regular VLAWMO Board meeting in 2022. They follow the pattern established in previous years:

February 23

April 27

June 22

August 24

October 26

December 7

Staff Recommendation: approval.

To: Board of Directors

From: Phil Belfiori, Administrator

Date: February 16, 2022

Re: **VI. A. 1.** Elections and Appointments

1. **Election of officers.** 2021 Slate: Chair: Jim Lindner; Vice Chair: Dan Jones; Secretary Treasurer: Patricia Youker. Please consider how you might best serve. Officers preside over the meeting (Chair, Vice Chair, Sec-Tres.) and become check signers through US Bank. Other duties: the Chair may speak for VLAWMO in public situations, Review draft board meeting agenda, and the Sec- Treasurer is a member of the Finance committee.
2. **Subcommittee Assignments.** Finance, Policy & Personnel Subcommittee may meet 2-4 times per year. They make recommendations for Board action as far as budget, new policies or policy updates and personnel matters. They also assist with human resources questions and direction as needed. The three Board officers have served on the subcommittee in 2021.
3. **Technical Commission (TEC) Chair and Officers.** VLAWMO process requires appointment of the TEC Chair by the Board. For 2022, TEC has recommended Jesse Farrell, commissioner from City of Vadnais Heights as its Chair. Other Officers appointed by the TEC at their January 12, 2022 meeting include Gloria Tessier as Vice Chair, Bob Larson as Treasurer, and Paul Duxbury as Board Liaison.

To: VLAWMO Board of Directors

From: Phil Belfiori, Joe Bischoff, and Dawn Tanner

Date: February 16, 2022

Re: **VI. B. 1. Consider resolution for VLAWMO Board position on the APM and letter to City of WBL**

Following the December 2021 Board meeting and discussion, staff have continued working with Barr Engineering to bring forward a resolution regarding VLAWMO's stated role in Aquatic Plant Management (APM).

The attached PPT includes background information and a summary of the two options for a Board resolution. Because there was not clear consensus during the December Board meeting, two options are being brought forward for Board consideration. The Board may choose to adopt one of the two presented resolution options or may request revisions to either option.

Following adoption of a resolution, VLAWMO staff request authorization to notify the City of White Bear Lake with a letter. The draft letter is included in the packet and will be updated to reflect the Board decision regarding APM. The letter includes some background information because staff recognize that there are new City Council members and City staff.

Requested action: VLAWMO staff request Board discussion of resolution options, adoption of a final resolution regarding VLAWMO's role in aquatic plant management, authorization to update the letter to the City of White Bear Lake with the Board decision, and send the letter to the City of White Bear Lake.

Proposed Motion

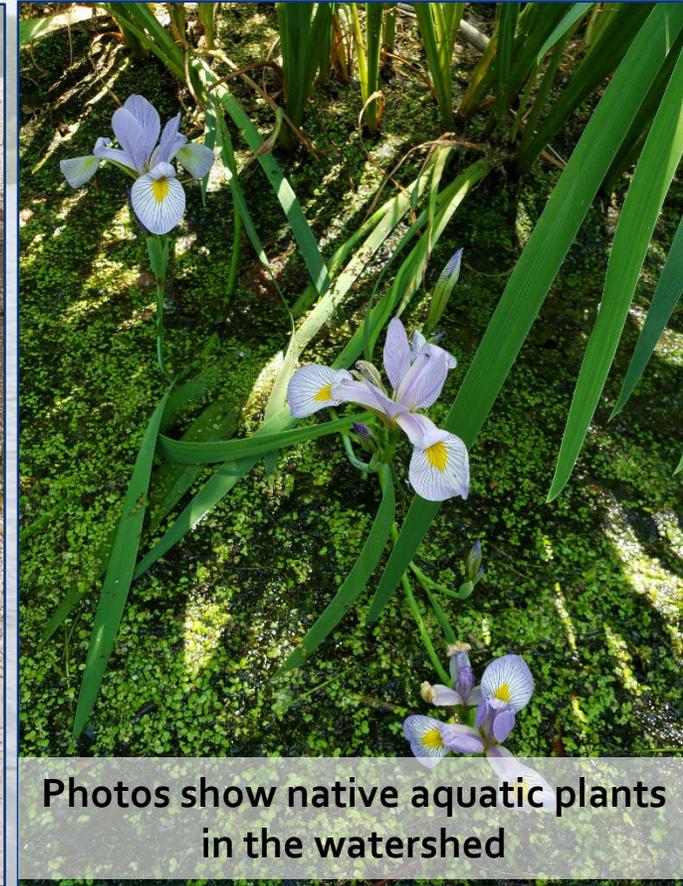
Moved by Director _____ and second by Director _____ to approve resolution **A or B** regarding VLAWMO's role in APM.

Attached:

- 1: Powerpoint – VLAWMO's Role in Aquatic Plant Management (APM)
- 2: RESOLUTION NO. **xx-2022(A)**- Options A.
- 3: RESOLUTION NO. **xx-2022(B)**- Options B.
- 4: Draft Letter to the City of White Bear Lake

VLAWMO's Role in Aquatic Plant Management

Attachment 1



Photos show native aquatic plants in the watershed

February 23, 2022, VLAWMO Board Meeting

5 Levels of APM – Results of APM Review

Level 1 = Monitoring, education, and in-lake APM of CLP for WQ benefit

Level 2 = Level 1 + technical support and/or cost share for in-lake APM of other AIS in addition to CLP

Level 3 = Level 2 + perform in-lake APM of AIS and/or native plant introductions to support native habitat/ecological benefit (not limited to CLP)

Level 4 = Level 3 + performs in-lake APM of AIS for recreational benefit

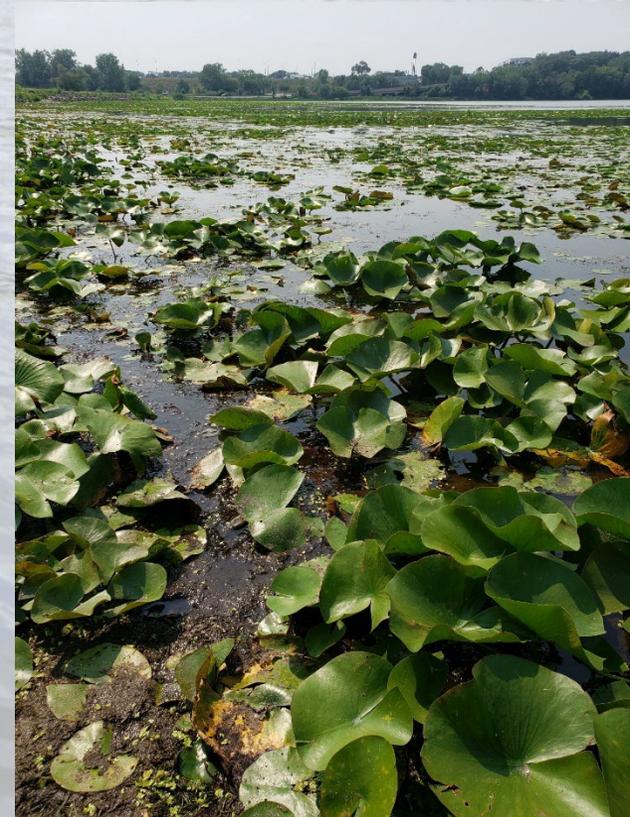
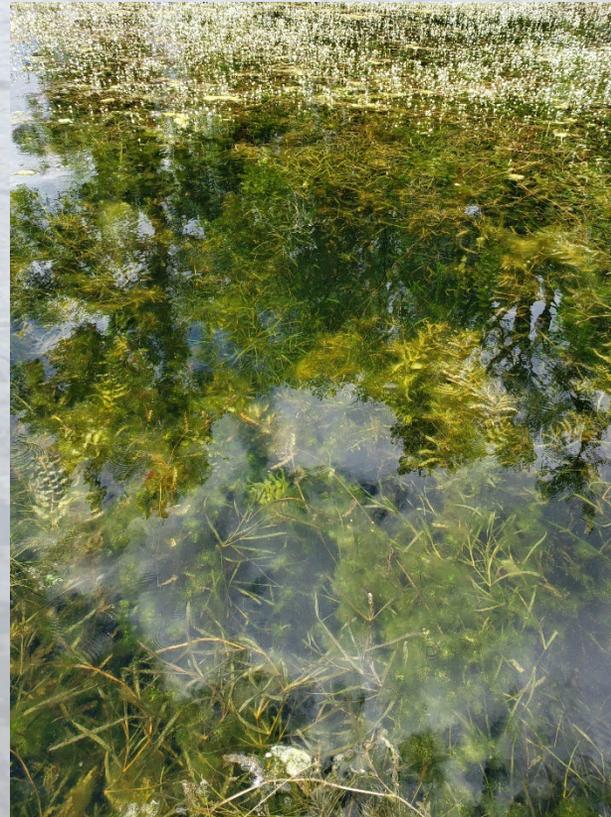
Level 5 = Level 4 + native species control for recreational benefit

The VLAWMO Plan specifies Level 2, which means:

- **Lead** CLP management for WQ benefits when it aligns with Plan priorities
- **Partner** for CLP management for WQ benefits if not a plan priority
- **Technical support** (education, monitoring, fiscal agent) of other AIS

Background: Questions posed to Board

- Do you still support Level 2 APM?
- Do you want to provide conditions where additional participation is considered?
- Do you want to include APM for recreation under specific circumstances?
- If you allow for increased APM under specific conditions, will there be set financial limits?



Resolutions for consideration

Option A Confirm Level 2 APM as outlined in Plan

- **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

Option B – Level 3 APM: (includes level 2)

- **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

Both options preclude APM for recreation benefit

Both options assumes that financial participation will be decided based on available budgets

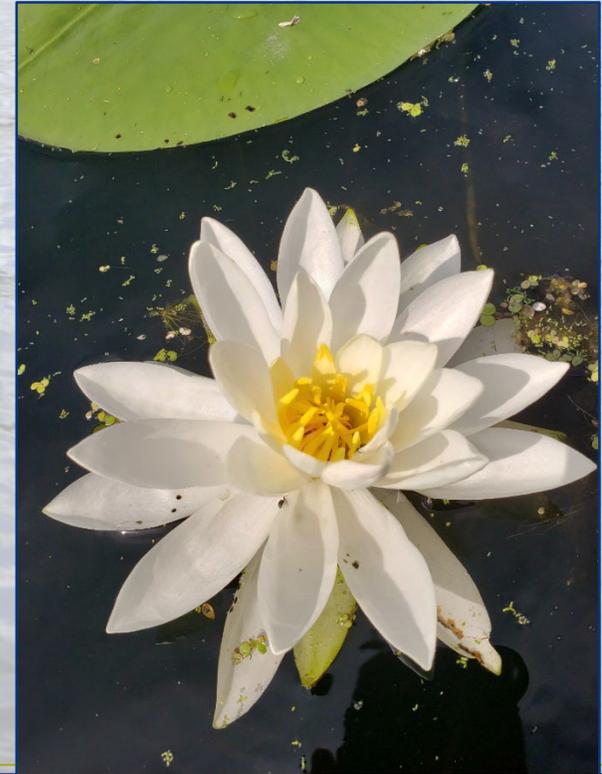
Letter to City of White Bear Lake

- Resolution options reference draft letter to the City of White Bear Lake contained in Board packet
 - Provides background for new City staff and Council members
 - Summarizes approved resolution (with final edits to reflect Board decision)
 - Requests response regarding desire to proceed with partnership to develop East Goose Lake Adaptive Lake Management plan
 - Plan partnership was discussed with the Council at work session in summer 2021

Recommendation and requested Board action

- **Recommendation:** Based on discussion at the Dec. 8, 2021, meeting, consider approval of resolution A or B (and/or suggest preferred edits)

Requested action: Director _____ moves to approve resolution A/B regarding VLAWMO's role in APM



RESOLUTION NO. xx-2022(A)
Of the Vadnais Lake Area Water Management Organization (VLAWMO)

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

Resolution xx-2022(A) was moved by Director _____ and second by Director _____.

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” 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

“Level 2” 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 23rd day of February 2022.

The question was on the adoption of the resolution and there were ___ yeas and ___ nays as follows:

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

_____ Board Chair Date

_____ Attest Date

RESOLUTION NO. xx-2022(B)
Of the Vadnais Lake Area Water Management Organization (VLAWMO)

**A RESOLUTION REGARDING VLAWMO’S ROLE IN AQUATIC PLANT
MANAGEMENT**

Resolution xx-2022(B) was moved by Director _____ and second by Director _____.

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 23rd day of February 2022.

The question was on the adoption of the resolution and there were ___ yeas and ___ nays as follows:

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

_____ Board Chair Date

_____ Attest Date



800 County Road E East, Vadnais Heights, MN 55127
www.vlawmo.org
office@vlawmo.org
(651) 204-6070

Letter for Resolution
for 2/23/22 VLAWMO Board packet

February 24, 2022

Ms. Lindy Crawford, City Manager,
and City Staff
White Bear Lake City Hall
4701 Highway 61
White Bear Lake, MN 55110

Attachment 4

RE: VLAWMO Approved resolution regarding VLAWMO's role in Aquatic Plant Management (APM)

Dear Ms. Crawford and City Staff,

VLAWMO values our partnerships with all of our member communities, including the City of White Bear Lake, in improving the health of our water resources. A key partnership between the City of White Bear Lake and VLAWMO over many years involves improving water quality in East Goose Lake, which is impaired for nutrients. Over the last couple of years, that partnership has intensified as we've worked on planning for Adaptive Lake Management (ALM) efforts.

In 2021, the City and VLAWMO completed the East Goose ALM community-engagement process, which included lakeshore owner engagement via a neighborhood conversation meeting and community-wide engagement through a survey and a community-input meeting. The results of the East Goose ALM community-engagement process were shared with the City Council during a June 15, 2021, work session and presented to the public at the August 2021 community-input meeting.

A key issue that emerged from the community engagement process is a concern by residents about the future of East Goose Lake if water quality is improved and aquatic plants increase. Plants are essential components in a healthy lake providing habitat that supports insects, fish, birds, and other wildlife. Aquatic plants also play a critical role in maintaining good water quality by stabilizing sediments, reducing shoreline erosion from wave action, and sequestering nutrients. Recent aquatic plant surveys and water quality monitoring in East Goose Lake demonstrated that current water quality is so poor that the lake has low to no native plants. An invasive species, Curly-leaf pondweed, was reported in East Goose Lake during past plant surveys and may return, along with other aquatic plants, if water quality improves. East Goose Lake has high amounts of algae including species known to produce harmful toxins and densities that are above human health concern levels.

As a result of Council and community discussions, the VLAWMO Board spent time considering its desired role in Aquatic Plant Management (APM). In October 2021, the VLAWMO Board approved hiring Barr Engineering (Barr) to assist the Board in considering a position regarding VLAWMO's role in the APM in lakes within its jurisdiction. The VLAWMO Board reviewed other similar Local Governing Units (LGU) approach to aquatic plant management and evaluated its role in APM at the December 2021 and February 2022 Board meetings. At the conclusion of these discussions, the VLAWMO Board approved the attached resolution

XX-2022.

In summary, the VLAWMO Board approved a resolution that confirmed its role in working to manage aquatic invasive species (AIS) in lakes within VLAWMO.

VLAWMO sees its role as:

- **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

Depending upon Board action (Delete these 2 if resolution A is chosen)

- **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

The Board does not feel that it is appropriate for VLAWMO to lead or to cost share the harvest of native vegetation with a primary goal of improving recreation. VLAWMO will continue to reevaluate desired roles and responsibilities through the next proposed planning process. VLAWMO believes that this position and resolution support important partnerships that will enable us to continue to balance time and financial demands with lake improvement throughout the watershed.

Partnership opportunity

VLAWMO believes a comprehensive Adaptive Lake Management (ALM) plan for East Goose Lake provides the best opportunity to balance the ecological health and desired uses of East Goose Lake and welcomes a partnership with the City to develop the plan. This plan would define management options for East Goose Lake that balance the City's MS4 responsibilities, ecological/aquatic plant concerns, and needed improvements in water quality in the lake, with desired recreational uses where possible. The plan would also explore how the desired role of the various stakeholders fit together into a comprehensive and financially sustainable implementation program.

We are requesting that the City confirm its interest to move forward in partnering on development of the ALM plan for East Goose Lake. We look forward to working together on the development of this proposed plan and continuing our efforts to improve East Goose Lake.

If you have question and/or would like to go over our comments, please contact Phil Belfiori at (651) 204-6073 or phil.belfiori@vlawmo.org

Sincerely,

Attached: Approved VLAWMO Resolution XX – 2022 regarding VLAWMO's role in Aquatic Plant Management (APM)

To: VLAWMO Board of Directors

From: Phil Belfiori, Dawn Tanner

Date: February 16, 2022

Re: **VI. B. 2. Consider resolution related to Proposed Wilkinson/319 BMP Project**

VLAWMO staff have been working closely with project partners and MPCA to prepare for the upcoming Wilkinson BMP project, as presented previously to TEC and Board.

Over the past months, the project easement (construction and maintenance) was completed and signed by NOC/NOF and the Minnesota Land Trust (MLT). MLT was included in the process because their conservation easement area is included in the planned project area. **The draft easement is included in the Board packet.** The document is marked as draft given the VLAWMO Board has not yet approved and signed the document. A request for authorization to sign and file the easement is part of this business item.

The MPCA has prepared the 319 grant contract for the Wilkinson BMP project, as described previously and presented to the TEC and Board in prep as the authorized grant workplan and budget. **The MPCA 319 grant contract is attached in the Board packet. Attachments to the contract are the 1) workplan and 2) budget** which have been previously reviewed and authorized by the TEC and Board. A request for authorization to sign the MPCA contract is part of this business item.

Continued work with Barr Engineering is underway to conduct site sampling and further inform the design process. Site investigation and coordination with USFWS was completed during fall 2021 regarding possible accommodations needed for nesting bald eagles in the general project area. USFWS has approved the project location and requested increased eagle monitoring during construction. A memo was prepared by Barr Engineering to describe and document the process. **This memo is included in Board packet. The Barr Engineering scope of work to continue with project development is also included in the Board packet.** A request to authorize this continued work is part of this business item.

A letter to TMDL responsible parties that contribute stormwater to the project area is included in the Board packet. The letter provides a follow-up invitation to the initial inquiry about possible interest in cash match support by contributing TMDL responsible parties and provides an invitation to open a discussion with MPCA about how load-reduction credits for MS4s generated by this project could be handled and distributed. This letter will be sent to the identified TMDL responsible parties on Feb. 24, 2022, following the Board meeting.

A Resolution has been prepared by VLAWMO staff and reviewed/ revised by VLAWMO legal counsel. **The Resolution is included in the packet** and includes the above-mentioned action items for authorization.

A project summary was presented to the TEC on Feb. 9, 2022. The TEC authorized the requested TEC action: to provide a recommendation to the Board to authorize signing and filing the project easement and authorize the MPCA contract.

Requested action: VLAWMO staff request Board to approve Resolution 02-2022

Proposed Motion

Moved by Director _____ and second by Director _____ to approve resolution 02-2022

Attached:

1. Powerpoint – Consideration of items related to the Wilkinson 319 BMP Project
2. Project Easement (construction and maintenance)
3. Grant Agreement
4. MPCA grant agreement attachment A
5. MPCA grant agreement spreadsheet budget
6. Bald eagle tech memo
7. Barr Scope of work geotechnical services
8. Proposed letter to MS 4's re: possible interest
9. Wilkinson BMP drainage area map
10. Resolution 02- 2022

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

Attachment 1

- 1) Easement action
- 2) MPCA grant contract action
- 3) Eagle memo provided as information
- 4) Barr Engineering scope action
- 5) TMDL letter/invitation to responsible parties provided for review
- 6) Resolution provided

February 23, 2022, VLAWMO Board Meeting

Project easement

- Over the past months, the project easement (construction and maintenance) was completed and signed by NOC/NOF and the Minnesota Land Trust (MLT)
 - MLT was included in the process because their conservation easement area is included in the planned project area
 - Draft easement included in the Board packet
 - Marked as draft given the VLAWMO Board has not yet approved and signed
- A request for authorization to sign and file the easement is part of this business item

MPCA grant contract

- MPCA has prepared the 319 grant contract for the Wilkinson BMP project, as described previously and presented to the TEC and Board in prep as the authorized grant workplan and budget
- The MPCA 319 grant contract is attached in the packet
- Attachments to the contract are the 1) workplan and 2) budget, which have been previously reviewed and authorized by the TEC and Board
- A request for authorization to sign the MPCA contract is part of this business item

Barr Engineering: Eagle memo and scope of work

- Continued work with Barr is underway to conduct site sampling and inform design
- Site investigation and coordination with USFWS was completed during fall 2021 regarding possible accommodations needed for nesting bald eagles
- USFWS has approved the project location and requested increased eagle monitoring during construction
- A memo was prepared by Barr Engineering to describe and document the process (packet)
- The Barr Engineering scope of work to continue with project development is also included in the Board packet (supported by MDH grant)
- A request to authorize this continued work is part of this business item

TMDL letter/invitation to responsible parties

- A letter to TMDL responsible parties that contribute stormwater to the project area is included in the packet
 - 1) Provides a follow-up invitation to the initial inquiry about possible interest in cash match support by contributing TMDL responsible parties
 - 2) Provides an invitation to open a discussion with MPCA about how load-reduction credits for MS4s generated by this project could be handled and distributed
- Letter will be sent to the identified TMDL responsible parties on Feb. 24, 2022

TEC recommendation

- A project summary was presented to the TEC on Feb. 9, 2022
- The TEC authorized the requested TEC action: to provide a recommendation to the Board to authorize signing and filing the project easement and authorize the MPCA contract

Resolution for consideration

- Resolution 02-2022 has been prepared by VLAWMO staff and reviewed/revise by VLAWMO legal counsel. The Resolution is included in the packet and includes the above-mentioned action items for authorization.

Resolutions for consideration

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.

Resolutions for consideration

Resolution 02-2022 was moved by Director _____ and second by Director _____.

AGREEMENT GRANTING TEMPORARY EASEMENTS

THIS AGREEMENT GRANTING TEMPORARY EASEMENTS (“**Agreement**”) is made this ___ day of _____, 2021, by North Oaks Farms (“**NOF**”), Inc., a Minnesota Corporation, in favor of the Vadnais Lake Area Water Management Organization, a Minnesota joint powers watershed management organization (“**VLAWMO**”). NOF may hereinafter be referred to as the “**Grantor**.” This Agreement, and the temporary easements granted herein, becomes effective on the date of the last party to execute it.

Recitals

- A. The Grantor is the fee owner of that certain real property (PID Numbers: 09.30.22.22.0001, 09.30.22.32.0001, and 04.30.22.340001) located in Ramsey County, Minnesota, legally described on the attached Exhibit G (collectively, the “**Property**”);
- B. VLAWMO and the Grantor are working cooperatively to plan, design, and construct a series of projects, referred to as the Wilkinson Lake BMP Project, with an overall goal of improving water quality in the nutrient-impaired Wilkinson Lake, all located within the City of North Oaks (collectively, the “**Project**”);
- C. VLAWMO and the Grantor entered into a Memorandum of Understanding regarding the Project, which is incorporated herein by reference, that provides for the Grantor agreeing to execute and convey an easement to VLAWMO to access the Project area and to construct and maintain the Project;
- D. Portions of the Property are protected by a Conservation Easement, as defined below, that is held by the Minnesota Land Trust (“**MLT**”);
- E. To the extent the Project is carried out within areas of the Property protected by the Conservation Easement, such work must be coordinated with MLT to ensure it remains consistent with the Conservation Easement;
- F. MLT sent a letter of support for the Project to Grantor dated April 5, 2021 that discusses general concept plans and some of the anticipated outcomes of the Project; and
- G. To facilitate the Project, the Grantor desires to grant VLAWMO two temporary easements, one a temporary construction easement to facilitate construction activities (“**Temporary**

Construction Easement”) and one to provide for the long-term maintenance and repair of the constructed improvements (“**Extended Temporary Easement”**).

Terms of the Easements

1. Recitals and Exhibits. The above recitals and the attached exhibits are incorporated into and made part of this Agreement.
2. Temporary Construction Easement.
 - (a) Grant. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to VLAWMO a Temporary Construction Easement over, under, and across the portion of the Property shown on the maps attached as Exhibit A and Exhibit E and legally described in the attached Exhibit B and Exhibit F (collectively the “**Temporary Construction Easement Area**”).
 - (b) Scope. The Temporary Construction Easement granted herein includes the right of VLAWMO, its contractors, agents, employees, vehicles, and equipment to enter upon the Temporary Construction Easement Area during normal business hours Monday - Friday for the purposes of: accessing the Property, Project staging, and soil disturbance and deposit areas; staging vehicles, equipment, and materials; excavation and construction of stormwater improvements as part of the Project; and performing restoration work. VLAWMO may, within the Temporary Construction Easement Area, remove trees, shrubs or other vegetation that reasonably interfere with the use of the area for the intended purposes, deposit earthen materials, move, store, and remove equipment and supplies, and to perform any other work necessary and incidental to the Project. VLAWMO is the responsible party for compliance with all regulatory rules and regulations including, but not limited to, compliance with any MPCA rules and regulations and that following construction activities and VLAWMO will promptly repair and restore any disturbed areas as per the project specifications, the Conservation Easement (as defined below), and the Project’s Storm Water Pollution Protection Plan (SWPPP).
 - (c) Expiration. The Temporary Construction Easement granted herein shall expire on August 31, 2025, at which time the Temporary Construction Easement shall terminate automatically without further action by the parties. The parties may agree to extend the Temporary Construction Easement in writing that is executed and recorded before the original expiration date.
3. Extended Temporary Easement.
 - (a) Grant. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to VLAWMO an Extended Temporary Easement over, under, and across the portion of the Property shown on the map attached as Exhibit C and Exhibit E and legally described in the attached Exhibit D and Exhibit F (collectively the “**Extended Temporary Easement Area**”).

- (b) Scope. The Extended Temporary Easement granted herein includes the right of VLAWMO, its contractors, agents, employees, vehicles, and equipment to enter upon the Extended Temporary Easement Area at all reasonable times for the purposes of accessing, maintaining, repairing, and improving the stormwater improvements constructed as part of the Project. VLAWMO may, within the Extended Temporary Easement Area, remove trees, shrubs or other vegetation that reasonably interfere with the use of the area for the intended purposes, remove earthen materials, move, store, and remove equipment and supplies, and to perform any other work necessary and incidental to accessing, maintaining, repairing, and improving the stormwater improvements; provided, however, that any such work that disturbs the soils within the Extended Temporary Easement Area are restored as set forth in Sections 2(b) and 7 herein.
- (c) Expiration. The Extended Temporary Easement granted herein shall expire on December 31, 2035, at which time the Extended Temporary Easement shall terminate automatically without further action by the parties. The parties may agree to extend the Extended Temporary Easement in writing that is executed and recorded before the original expiration date.
4. Warranty of Title. The Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to VLAWMO the temporary easements granted herein.
5. Environmental Matters. VLAWMO shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement areas or the Property prior to the effective date of this Agreement, unless VLAWMO contributed to such prior release or threat of release.
6. Duration of Easement. The Temporary Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the VLAWMO and its successors and assigns until the expiration dates identified herein, at which time the identified easements shall terminate automatically without further action by VLAWMO or the Grantor.
7. Restoration Obligation. As a condition of the grant of the temporary easements conveyed herein, upon the expiration of the Temporary Construction Easement, VLAWMO shall promptly repair and restore the disturbed areas at the conclusion of work in each area per the project specifications, the Conservation Easement, as defined below, and the SWPPP.
8. Mechanics or Material Liens. The VLAWMO will not allow any mechanic's or material liens to be placed against the Property as a result of any work or material provided by, or on behalf or with the approval of, VLAWMO.
9. Conservation Easement. This Agreement and the easements granted herein are subject to the terms and conditions of that certain Conservation Easement granted to the Minnesota Land Trust recorded December 30, 1999 as Document Number 1587059 in the office of the Ramsey County Register of Titles ("**Conservation Easement**"). VLAWMO and its contractors and

agents shall observe all applicable terms and conditions of the Conservation Easement to the extent its work may impact those portions of the Property encumbered by the Conservation Easement. All construction, maintenance, and repairs within the Temporary Construction Easement Area or the Extended Temporary Easement Area that are protected by the Conservation Easement shall be designed and constructed in such a way to either (a) not interfere with or impede with the natural habitat or (b) if the natural habitat is disturbed, all such impacts are promptly restored pursuant to a restoration plan approved by the MLT.

10. Indemnification. Subject to Section 5, VLAWMO agrees to defend and indemnify the Grantor and the Grantor's shareholders, directors, officers, and employees, from and against (1) losses, costs, damages or expenses, including without limitation reasonable attorney's fees ("Costs") and (2) third party demands, claims, suits, causes of actions or liabilities ("Claims"), but only to the extent such Costs and Claims arise out of the negligent acts or omissions of VLAWMO's employees' contractors', and agents' (collectively the "VLAWMO Parties") in the exercise of the easement rights granted in the Agreement, including, without limitation, claims arising from the VLAWMO Parties' violation of the terms of the Conservation Easement.

{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

GRANTOR:

North Oaks Farms, Inc.

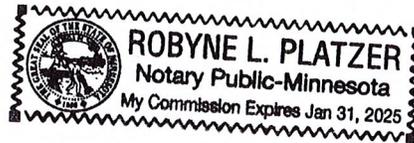
By: Thomas A. Dougherty
Name: Thomas A. Dougherty
Its: Treasurer

STATE OF MINNESOTA)

COUNTY OF Ramsey) ss.

The foregoing instrument was acknowledged before me this 7th day of December 2021 by Thomas Dougherty, the Treasurer, of North Oaks Farms, Inc., a Minnesota business corporation, on behalf of the corporation.

R. Platzer
Notary Public



VLAWMO:

**Vadnais Lake Area
Water Management Organization**

By: _____
Jim Lindner, Chair

Attest: _____
Patricia Youker, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by Jim Lindner and Patricia Youker, the Chair and Secretary, respectfully, of the Vadnais Lake Area Water Management Organization, a Minnesota joint powers entity, on behalf of the entity.

Notary Public

CONSENT

The Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota does hereby consent to the foregoing Agreement by and between the North Oaks Farms, Inc. and the Vadnais Lake Area Watershed Management Organization.

The Minnesota Land Trust specifically reserves all rights, including without limitation its rights of enforcement against the owner of the property or any responsible third party, as set forth in that certain Conservation Easement dated December 30, 1999, as Document Number 1587059 in the office of the Ramsey County Register of Titles.

Minnesota Land Trust

By: 

Printed Name: Kris Larson

Its: Executive Director

STATE OF MINNESOTA

ss.

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 23rd day of November, 2021, by Kris Larson, the Executive Director of the Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota.



Notary Public

Drafted by:
Kennedy & Graven, Chartered (TJG)
150 South 5th St, Suite 700
Minneapolis, MN 55402
612-337-9300

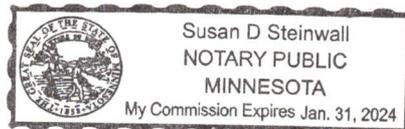


EXHIBIT A

Easement Detail Sketch of the Temporary Construction Easement Area

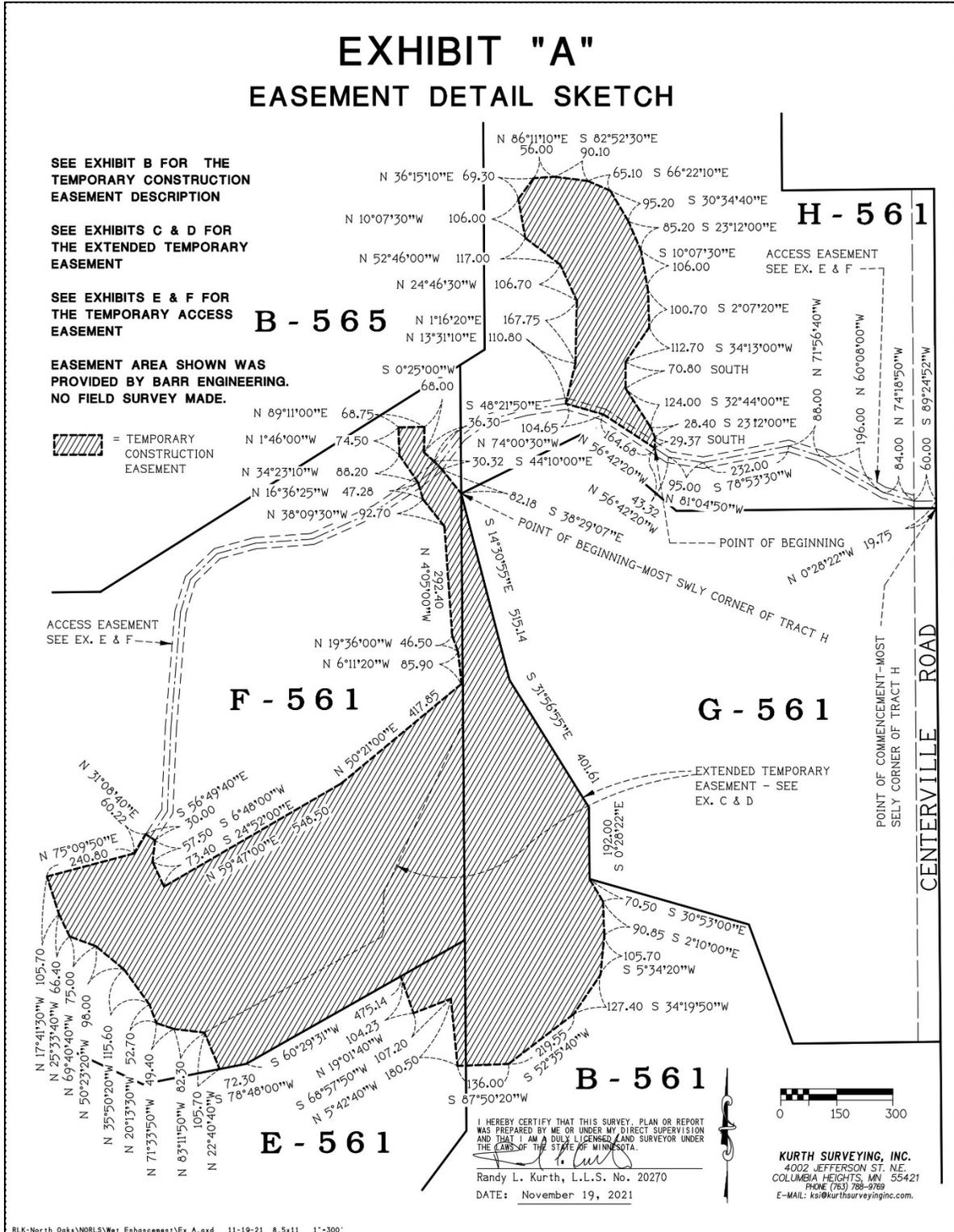


EXHIBIT B
Legal Description of Temporary Construction Easement Area

EXHIBIT "B"
EASEMENT DESCRIPTION
SHEET 1 OF 2

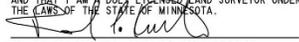
An easement for Temporary Construction purposes over those parts of Tract H, REGISTERED LAND SURVEY (R.L.S.) NO. 561, described as follows:

Commencing at the most southeasterly corner of Tract H;
thence North 00 degrees 28 minutes 22 seconds West, along the east line of Tract H, a distance of 19.75 feet;
thence South 89 degrees 24 minutes 52 seconds West, a distance of 60.00 feet;
thence North 74 degrees 18 minutes 50 seconds West, a distance of 84.00 feet;
thence North 60 degrees 08 minutes 00 seconds West, a distance of 196.00 feet;
thence North 71 degrees 56 minutes 40 seconds West, a distance of 88.00 feet;
thence South 78 degrees 53 minutes 30 seconds West, a distance of 232.00 feet;
thence North 81 degrees 04 minutes 50 seconds West, a distance of 95.00 feet;
thence North 56 degrees 42 minutes 20 seconds West, a distance of 43.32 feet; to the POINT OF BEGINNING;
thence North 56 degrees 42 minutes 20 seconds West, a distance of 164.68 feet;
thence North 74 degrees 00 minutes 30 seconds West, a distance of 104.65 feet;
thence North 13 degrees 31 minutes 10 seconds East, a distance of 110.80 feet;
thence North 01 degrees 16 minutes 20 seconds East, a distance of 167.75 feet;
thence North 24 degrees 46 minutes 30 seconds West, a distance of 106.70 feet;
thence North 52 degrees 46 minutes 00 seconds West, a distance of 117.00 feet;
thence North 10 degrees 07 minutes 30 seconds West, a distance of 106.00 feet;
thence North 36 degrees 15 minutes 10 seconds East, a distance of 69.30 feet;
thence North 86 degrees 11 minutes 10 seconds East, a distance of 56.00 feet;
thence South 82 degrees 52 minutes 30 seconds East, a distance of 90.10 feet;
thence South 66 degrees 22 minutes 10 seconds East, a distance of 65.10 feet;
thence South 01 degrees 34 minutes 40 seconds East, a distance of 95.20 feet;
thence South 23 degrees 12 minutes 00 seconds East, a distance of 85.20 feet;
thence South 10 degrees 07 minutes 30 seconds East, a distance of 106.00 feet;
thence South 02 degrees 07 minutes 20 seconds East, a distance of 100.70 feet;
thence South 34 degrees 13 minutes 00 seconds West, a distance of 112.70 feet;
thence South 00 degrees 00 minutes 00 seconds East, a distance of 70.80 feet;
thence South 32 degrees 44 minutes 00 seconds East, a distance of 124.00 feet;
thence South 23 degrees 12 minutes 00 seconds East, a distance of 28.40 feet;
thence South 00 degrees 00 minutes 00 seconds East, a distance of 29.37 feet to the POINT OF BEGINNING.

EASEMENT AREA AS DESCRIBED = 134,624 ± SQ.FT \ 3.09± ACRES (INCLUDES PART OF ACCESS EASEMENT)

SEE EXHIBIT A FOR THE EASEMENT DETAIL SKETCH

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


Randy L. Kurth, L.L.S. No. 20270

DATE: November 19, 2021

KURTH SURVEYING, INC.
4002 JEFFERSON ST. N.E.
COLUMBIA HEIGHTS, MN 55421
PHONE (763) 788-9789
E-MAIL: ksl@kurthsurveyinginc.com.

EXHIBIT "B"

EASEMENT DESCRIPTION

SHEET 2 OF 2

An easement for Temporary Construction purposes over those parts of Tracts B, E and F, REGISTERED LAND SURVEY (R.L.S.) NO. 561, described as follows:

Beginning at the most southwesterly corner of Tract H of said R.L.S.;

thence South 14 degrees 30 minutes 55 seconds East, along a line common to Tracts B and G, a distance of 515.14 feet;

thence South 31 degrees 56 minutes 55 seconds East, along said common boundary, a distance of 401.61 feet;

thence South 00 degrees 28 minutes 22 seconds East, along said common boundary, a distance of 192.00 feet;

thence South 30 degrees 53 minutes 00 seconds East, a distance of 70.50 feet;

thence South 02 degrees 10 minutes 00 seconds East, a distance of 90.85 feet;

thence South 05 degrees 34 minutes 20 seconds West, a distance of 105.70 feet;

thence South 34 degrees 19 minutes 50 seconds West, a distance of 127.40 feet;

thence South 52 degrees 35 minutes 40 seconds West, a distance of 219.55 feet;

thence South 87 degrees 50 minutes 20 seconds West, a distance of 136.00 feet;

thence North 05 degrees 42 minutes 40 seconds West, a distance of 180.50 feet;

thence South 68 degrees 57 minutes 50 seconds West, a distance of 107.20 feet;

thence North 19 degrees 01 minutes 40 seconds West, a distance of 104.23 feet to the boundary common to Tracts E and F;

thence South 60 degrees 29 minutes 31 seconds West, along a line common to Tracts E and F, a distance of 475.14 feet;

thence South 78 degrees 48 minutes 00 seconds West, along said common boundary, a distance of 72.30 feet;

thence North 22 degrees 40 minutes 40 seconds West, a distance of 105.70 feet;

thence North 83 degrees 11 minutes 50 seconds West, a distance of 82.30 feet;

thence North 71 degrees 33 minutes 50 seconds West, a distance of 49.40 feet;

thence North 20 degrees 13 minutes 30 seconds West, a distance of 52.70 feet;

thence North 35 degrees 50 minutes 20 seconds West, a distance of 115.60 feet;

thence North 50 degrees 23 minutes 20 seconds West, a distance of 98.00 feet;

thence North 69 degrees 40 minutes 40 seconds West, a distance of 75.00 feet;

thence North 25 degrees 33 minutes 40 seconds West, a distance of 66.40 feet;

thence North 17 degrees 41 minutes 30 seconds West, a distance of 105.70 feet;

thence North 75 degrees 09 minutes 50 seconds East, a distance of 240.80 feet;

thence North 31 degrees 08 minutes 40 seconds East, a distance of 60.22 feet;

thence South 56 degrees 49 minutes 40 seconds East, a distance of 30.00 feet;

thence South 06 degrees 48 minutes 00 seconds West, a distance of 57.50 feet;

thence South 24 degrees 52 minutes 00 seconds East, a distance of 73.40 feet;

thence North 59 degrees 47 minutes 00 seconds East, a distance of 548.50 feet;

thence North 50 degrees 21 minutes 00 seconds East, a distance of 417.85 feet;

thence North 06 degrees 11 minutes 20 seconds West, a distance of 85.90 feet;

thence North 19 degrees 36 minutes 00 seconds West, a distance of 46.50 feet;

thence North 04 degrees 05 minutes 00 seconds West, a distance of 292.40 feet;

thence North 38 degrees 09 minutes 30 seconds West, a distance of 92.70 feet;

thence North 16 degrees 36 minutes 25 seconds West, a distance of 47.28 feet;

thence North 34 degrees 23 minutes 10 seconds West, a distance of 88.20 feet;

thence North 01 degrees 46 minutes 00 seconds West, a distance of 74.50 feet;

thence North 89 degrees 11 minutes 00 seconds East, a distance of 68.75 feet;

thence South 00 degrees 25 minutes 00 seconds West, a distance of 68.00 feet;

thence South 48 degrees 21 minutes 50 seconds East, a distance of 36.30 feet;

thence South 44 degrees 10 minutes 00 seconds East, a distance of 30.32 feet;

thence South 38 degrees 29 minutes 07 seconds East, a distance of 82.18 feet to the POINT OF BEGINNING

EASEMENT AREA AS DESCRIBED = 943,190 ± SQ.FT \ 21.65± ACRES (INCLUDES PART OF ACCESS EASEMENT)

SEE EXHIBIT A FOR THE EASEMENT DETAIL SKETCH

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

Randy L. Kurth, L.L.S. No. 20270

DATE: November 19, 2021

KURTH SURVEYING, INC.
 4002 JEFFERSON ST. N.E.
 COLUMBIA HEIGHTS, MN 55421
 PHONE (763) 788-9769
 E-MAIL: ksl@kurthsurveyinginc.com.

EXHIBIT C

Easement Detail Sketch of Extended Temporary Easement Area

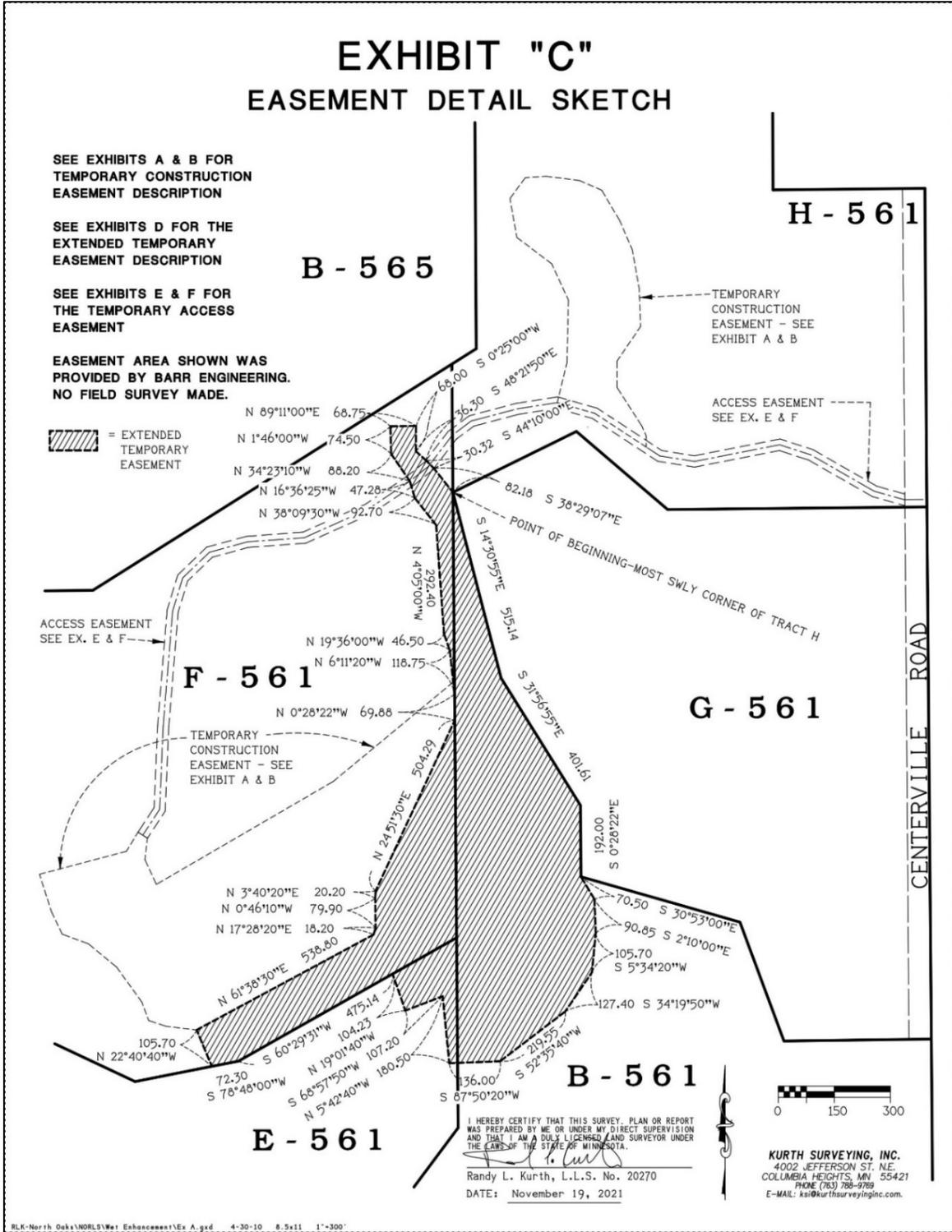


EXHIBIT D
Legal Description of Extended Temporary Easement

EXHIBIT "D"
EASEMENT DESCRIPTION

An easement for Extended Temporary Construction purposes over those parts of Tracts B, E and F, REGISTERED LAND SURVEY (R.L.S.) NO. 561 described as follows:

Beginning at the most southwesterly corner of Tract H of said R.L.S.;

thence South 14 degrees 30 minutes 55 seconds East, along the boundary common to said Tracts B and G, a distance of 515.14 feet;

thence South 31 degrees 56 minutes 55 seconds East, along said common boundary, a distance of 401.61 feet;

thence South 00 degrees 28 minutes 22 seconds East, along said common boundary, a distance of 192.00 feet;

thence South 30 degrees 53 minutes 00 seconds East, a distance of 70.50 feet;

thence South 02 degrees 10 minutes 00 seconds East, a distance of 90.85 feet;

thence South 05 degrees 34 minutes 20 seconds West, a distance of 105.70 feet;

thence South 34 degrees 19 minutes 50 seconds West, a distance of 127.40 feet;

thence South 52 degrees 35 minutes 40 seconds West, a distance of 219.55 feet;

thence South 87 degrees 50 minutes 20 seconds West, a distance of 136.00 feet;

thence North 05 degrees 42 minutes 40 seconds West, a distance of 180.50 feet;

thence South 68 degrees 57 minutes 50 seconds West, a distance of 107.20 feet;

thence North 19 degrees 01 minutes 40 seconds West, a distance of 104.23 feet to the boundary common to Tracts E and F of said R.L.S.;

thence South 60 degrees 29 minutes 31 seconds West, along the boundary common to Tracts E and F, a distance of 475.14 feet;

thence South 78 degrees 48 minutes 00 seconds West, along said common boundary, a distance of 72.30 feet;

thence North 22 degrees 40 minutes 40 seconds West, a distance of 105.70 feet;

thence North 61 degrees 38 minutes 30 seconds East, a distance of 538.80 feet;

thence North 17 degrees 28 minutes 20 seconds East, a distance of 18.20 feet;

thence North 00 degrees 46 minutes 10 seconds West, a distance of 79.90 feet;

thence North 03 degrees 40 minutes 20 seconds East, a distance of 20.20 feet;

thence North 24 degrees 51 minutes 30 seconds East, a distance of 504.29 feet to the boundary common to Tracts F and B of said R.L.S.;

thence North 00 degrees 28 minutes 22 seconds West, along the boundary common to Tracts F and B, a distance of 69.88 feet;

thence North 06 degrees 11 minutes 20 seconds West, a distance of 118.75 feet;

thence North 19 degrees 36 minutes 00 seconds West, a distance of 46.50 feet;

thence North 04 degrees 05 minutes 00 seconds West, a distance of 292.40 feet;

thence North 38 degrees 09 minutes 30 seconds West, a distance of 92.70 feet;

thence North 16 degrees 36 minutes 25 seconds West, a distance of 47.28 feet;

thence North 34 degrees 23 minutes 10 seconds West, a distance of 88.20 feet;

thence North 01 degrees 46 minutes 00 seconds West, a distance of 74.50 feet;

thence North 89 degrees 11 minutes 00 seconds East, a distance of 68.75 feet;

thence South 00 degrees 25 minutes 00 seconds West, a distance of 68.00 feet;

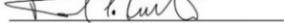
thence South 48 degrees 21 minutes 50 seconds East, a distance of 36.30 feet;

thence South 44 degrees 10 minutes 00 seconds East, a distance of 30.32 feet;

thence South 38 degrees 29 minutes 07 seconds East, a distance of 82.18 feet to the POINT OF BEGINNING.

EASEMENT AREA AS DESCRIBED = 540,892 ± SQ.FT \ 12.42 ± ACRES (INCLUDES PART OF ACCESS EASEMENT)
SEE EXHIBIT C FOR THE EASEMENT DETAIL SKETCH

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


 Randy L. Kurth, L.L.S. No. 20270
 DATE: November 19, 2021

KURTH SURVEYING, INC.
 4002 JEFFERSON ST. N.E.
 COLUMBIA HEIGHTS, MN 55421
 PHONE (763) 788-9769
 E-MAIL: ksl@kurthsurveyinginc.com

EXHIBIT E

Easement Detail Sketch of Temporary Construction and Extended Temporary Easement Area

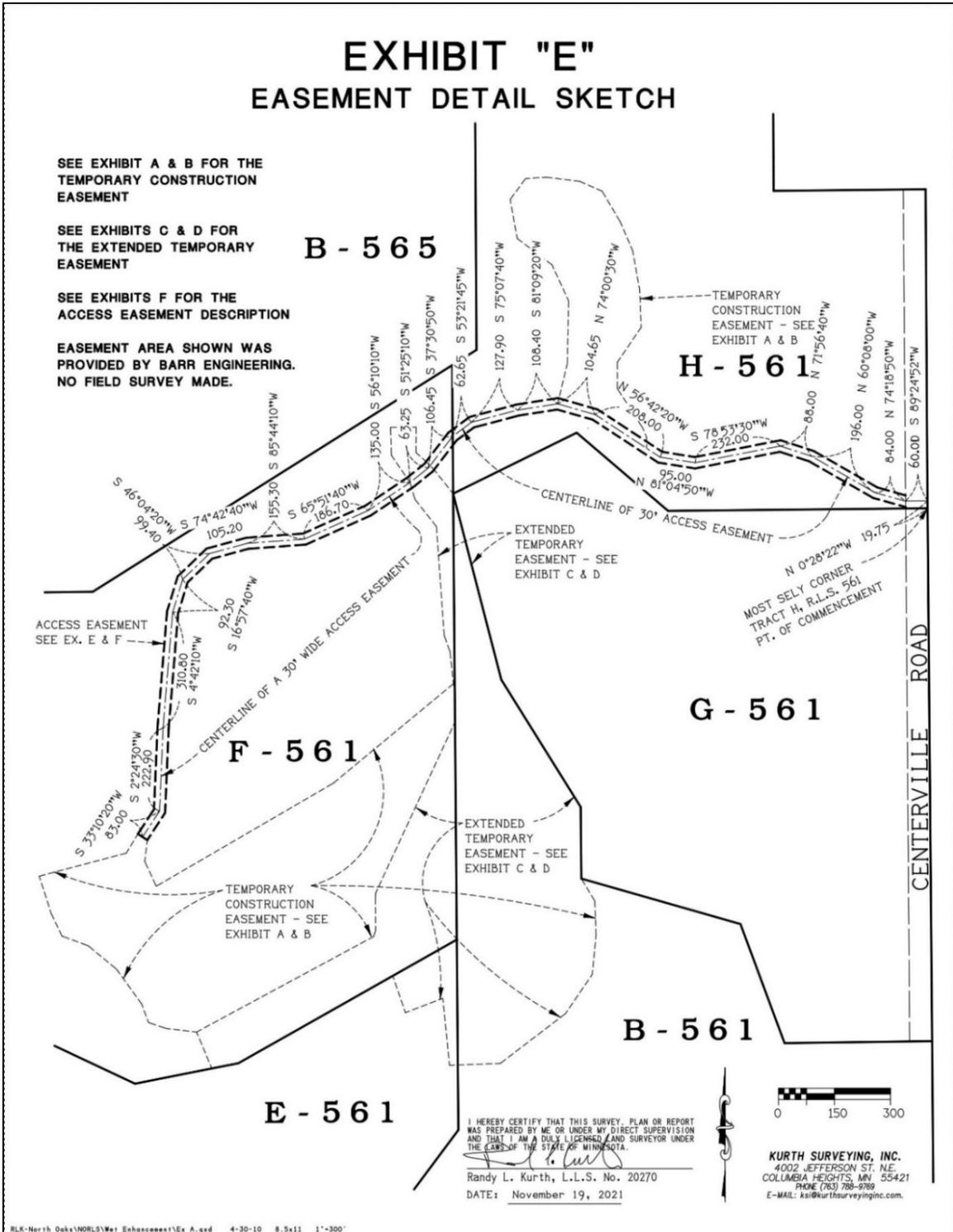


EXHIBIT F

Legal Description of Temporary Construction and Extended Temporary Easement Access

**EXHIBIT "F"
EASEMENT DESCRIPTION**

An easement for Temporary Access purposes over those parts of Tract F and H, REGISTERED LAND SURVEY NO. 561, lying 15.00 feet each side of the following described centerline:

Commencing at the most southeasterly corner of Tract H;
 thence North 00 degrees 28 minutes 22 seconds West, along the east line of Tract H, a distance of 19.75 feet to the POINT OF BEGINNING of the Centerline to be described;
 thence South 89 degrees 24 minutes 52 seconds West, a distance of 60.00 feet;
 thence North 74 degrees 18 minutes 50 seconds West, a distance of 84.00 feet;
 thence North 60 degrees 08 minutes 00 seconds West, a distance of 196.00 feet;
 thence North 71 degrees 56 minutes 40 seconds West, a distance of 88.00 feet;
 thence South 78 degrees 53 minutes 30 seconds West, a distance of 232.00 feet;
 thence North 81 degrees 04 minutes 50 seconds West, a distance of 95.00 feet;
 thence North 56 degrees 42 minutes 20 seconds West, a distance of 208.00 feet;
 thence North 74 degrees 00 minutes 30 seconds West, a distance of 104.65 feet;
 thence South 81 degrees 09 minutes 20 seconds West, a distance of 108.40 feet;
 thence South 75 degrees 07 minutes 40 seconds West, a distance of 127.90 feet;
 thence South 53 degrees 21 minutes 45 seconds West, a distance of 62.65 feet;
 thence South 37 degrees 30 minutes 50 seconds West, a distance of 106.45 feet;
 thence South 51 degrees 25 minutes 10 seconds West, a distance of 63.25 feet;
 thence South 56 degrees 10 minutes 10 seconds West, a distance of 135.00 feet;
 thence South 65 degrees 51 minutes 40 seconds West, a distance of 186.70 feet;
 thence South 85 degrees 44 minutes 10 seconds West, a distance of 155.30 feet;
 thence South 74 degrees 42 minutes 40 seconds West, a distance of 105.20 feet;
 thence South 46 degrees 04 minutes 20 seconds West, a distance of 99.40 feet;
 thence South 16 degrees 57 minutes 40 seconds West, a distance of 92.30 feet;
 thence South 04 degrees 42 minutes 10 seconds West, a distance of 310.80 feet;
 thence South 02 degrees 24 minutes 30 seconds West, a distance of 222.90 feet;
 thence South 33 degrees 10 minutes 20 seconds West, a distance of 83.00 feet and there terminating.

EASEMENT AREA AS DESCRIBED = 85,954 ± SQ.FT \ 1.97 ± ACRES (TO 60' CENTERVILLE ROAD R/W)

SEE EXHIBIT E FOR THE EASEMENT DETAIL SKETCH

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

Randy L. Kurth

Randy L. Kurth, L.L.S. No. 20270

DATE: November 19, 2021

KURTH SURVEYING, INC.
 4002 JEFFERSON ST. N.E.
 COLUMBIA HEIGHTS, MN 55421
 PHONE (763) 788-9769
 E-MAIL: ksl@kurthsurveyinginc.com

EXHIBIT G
Legal Description of the Property

Tracts B, F, and H, Registered Land Survey No. 561, Ramsey County, Minnesota, together with all hereditaments and appurtenances belonging thereto.



Grant Agreement

State of Minnesota

Doc Type: Contract/Grant

SWIFT Contract Number: 206734

Agency Interest ID: 192051

Activity ID: PRO20210001

This Grant Agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State"), and **Vadnais Lake Area Water Management Organization**, 800 East Count Road E, Vadnais Heights, MN 55127 ("Grantee")

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase I** project.
3. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: February 24, 2022**, Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 **Expiration date: August 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A**, which is attached and incorporated into this grant agreement.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A** which is attached and incorporated into this grant agreement. Grantee certifies they will provide no less than 40% (forty percent) of the total project cash as cash match or in-kind services, using non-federal funds and/or resources.

(b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$320,705.50 (Three Hundred Twenty Thousand Seven Hundred Five Dollars and Fifty Cents)**.

4.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **at least quarterly, along with the updated workplan budget showing current expenditures and budget balances**, and be received within 30 (thirty) days from the end of each quarter.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Grant amount
- Grant amount available to date
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.
- Invoicing period (actual working period)
- Subcontractors invoices, if applicable
- Itemized labor, equipment, lab fees, shipping expenses, mileage and subcontractor charges, etc.
- Time and material breakdown of invoice. Amount billed to date for work, including this invoice
- Receipts for supplies, shipping, lab fees and any other subcontractor invoices must be attached

- Per diem expenses submitted on travel expense forms and receipts may be requested to be submitted with invoice
- Matching fund summary

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant contract. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

(b) Federal funds. Payments under this grant agreement will be made from federal funds obtained by the State through Section 319 (h), CFDA number 66.460 of the Federal Clean Water Act. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

<https://www.epa.gov/grants/grant-terms-and-conditions>

(c) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 **Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in Minnesota: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5. **Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative/MPCA's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Authorized Representative**

The State's Authorized Representative/Project Manager is **Jordan Donatell**, 520 Lafayette Road North, St. Paul, MN 55155, (651) 757-2254, jordan.donatell@state.mn.us, or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement. If the services are satisfactory, the MPCA's Project Manager will certify acceptance of each invoice submitted for payment.

The Grantee's Authorized Representative is **Dawn Tanner**, 800 East Count Road E, Vadnais Heights, MN 55127, 651-204-6074, dawn.tanner@vlawmo.org, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 **Change orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.5 **Grant agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

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

9. State Audits

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

10. Government Data Practices and Intellectual Property

10.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 *Intellectual property rights*

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

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding

Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.]

11. Workers' Compensation

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

12. Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30-days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for insufficient funding.** The State may immediately terminate this grant agreement if:

(a) Funding is withdrawn by the United States Environmental Protection Agency

(b) It does not obtain funding from the Minnesota Legislature.

(c) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

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

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Reporting Requirements

The Grantee shall submit to the State for review and approval Semi-Annual reports in a format prescribed by the State. These reports shall be due to the State each **February 1** and **August 1**

throughout the life of this grant agreement.

If water quality monitoring is applicable, all monitoring data collected during the project must be submitted annually and reported in EQuIS (MPCA's monitoring database) each **November 1** throughout the life of this grant agreement. The MPCA has developed an EQuIS format for an Electronic Data Deliverable (EDD). This format is called the MPCA LAB_MN and is available at the following: <http://www.earthsoft.com/products/edp/edp-format-for-mnpca/>. Analytical data must be provided in the MPCA LAB_MN format within the first year of the grant agreement.

If Best Management Practices (BMPs) are installed, a summary of the reporting year's BMPs and pollutant load reductions must be entered annually into the eLINK (supported by the Minnesota Board of Water and Soil Resources) database each **February 1** throughout the life of the grant agreement.

No later than thirty days before the end date of this grant agreement, the Grantee shall provide the State with one electronic copy of all final products produced under this grant agreement, including reports, publications, software and videos.

A Final Progress and Financial Report, in a format prescribed by the State, shall be due no later than 15 (fifteen) days before the expiration date of the grant agreement. Final payment will not be made to the Grantee until the final report is received and approved by the MPCA's Project Manager.
Payments may be withheld from grantees until all reporting requirements have been met.

17. Quality Assurance

No costs for environmentally related measurements or data generation can be incurred by any entity other than the MPCA, until quality assurance practices for the project are documented and approved by the MPCA. If quality assurance practices are approved, costs for environmentally related measurements or data generation shall be reimbursable. [40 C.F.R. 31.45.]

All water monitoring programs and projects that involve environmental data acquisition from direct measurement activities or laboratory analysis must have an approved Quality Assurance Project Plan (QAPP) to ensure that the data collected are of known and suitable quality and quantity. The Contractor shall cooperate in the State's development of the QAPP, as necessary, and comply with the requisite elements of the plan.

Signatures

Title	Name	Signature	Date
--------------	-------------	------------------	-------------



520 Lafayette Road North
St. Paul, MN 55155-4194

Federal Clean Water Act Section 319

Project workplan

Doc Type: Contract

Swift #:	206734
AI:	192051
Activity ID:	PRO20210001

Project title: Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase I

1. Project Summary:

Organization: Vadnais Lake Area Water Management Organization (VLAWMO)
Contractor contact name: Dawn Tanner
Title: Program Development Coordinator
Address: 800 East Count Road E
 Vadnais Heights, MN 55127
Phone: 651-204-6074
Fax: 651-204-6173
Email: dawn.tanner@vlawmo.org

Minnesota Pollution Control Agency (MPCA) contact:

MPCA project manager: Jordan Donatell
Title: Environmental Specialist, East Central Watershed Unit
Address: 520 Lafayette Road North
 St Paul, MN 55155
Phone: 715-441-0068
Email: jordan.donatell@state.mn.us

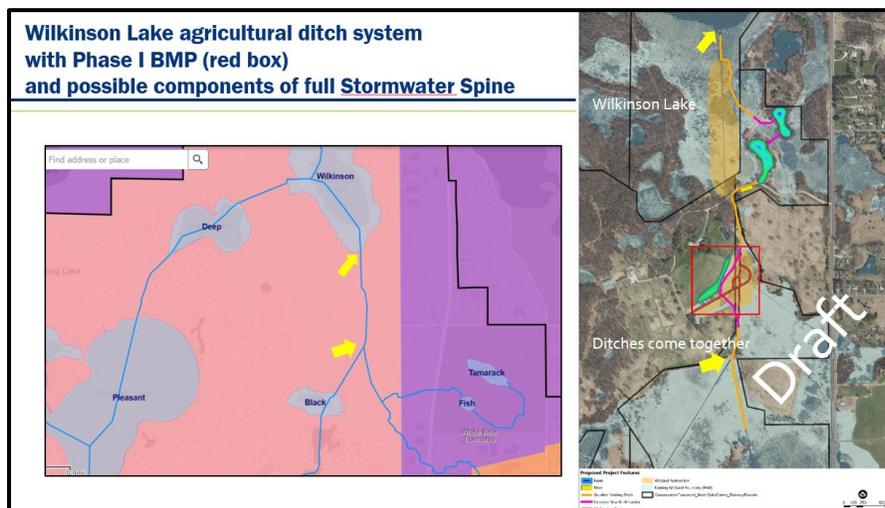
Project Cost: Grant: \$320,705.50, Match: \$213,804, Total: \$534,509.50

2. Project information

A detailed, Nine Key Element document was developed for Wilkinson, Birch, and Tamarack Lakes, and approved for funding by the U.S. Environmental Protection Agency. This project was identified as a priority concern to address critical phosphorus loading to Wilkinson Lake.

Wilkinson and Tamarack Lakes are impaired waterbodies that are listed for nutrients. Wilkinson Lake has an approved Total Maximum Daily Load (TMDL) and completed feasibility studies to identify Best Management Practices (BMPs) to improve water quality. Tamarack Lake is slated for TMDL development in 2024; studies have been completed to inform TMDL development and prepare for BMP implementation. Birch Lake has good water quality and a designation of "protect" in the Vadnais Lake Area Watershed. Birch and Tamarack Lakes flow into Wilkinson Lake. See Watershed Figure (Figure 1) for locations and context of the first phase project site and longer-term comprehensive plan (Figure 2).

Figure 2: Location of Phase I and anticipated Stormwater Spine project.

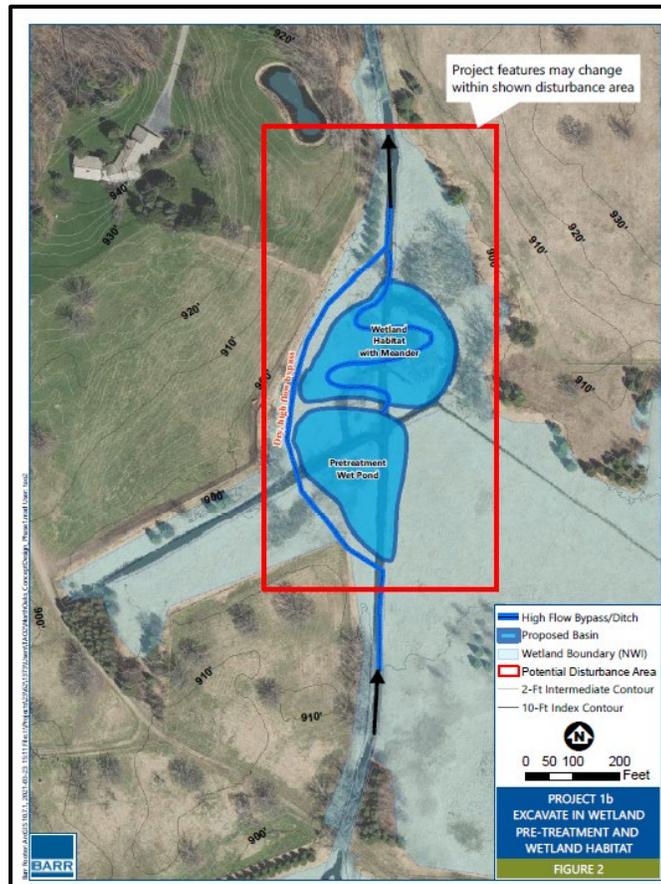


As part of project collaboration, NOC/NOF hired Barr Engineering to create conceptual designs for BMPs to be implemented on company property, including land with conservation easements held through the Minnesota Land Trust (MLT). Work with NOC/NOF, VLAWMO, Barr Engineering, and MLT began in 2020 and continues to date.

Water quality monitoring (conducted by VLAWMO) shows that runoff in the agricultural ditch system that empties into Wilkinson Lake has high total phosphorus (TP) concentrations and makes up a significant portion of the loading to Wilkinson Lake. Monitoring data also suggest that the high pollutant concentration in the ditch is driven by loading from areas east of Centerville Road in the Birch and Tamarack Lake subwatersheds. Barr worked with NOC and VLAWMO to create conceptual designs that met several shared goals and would help improve the water quality in Wilkinson Lake. The focus of these efforts is on the agricultural ditch that runs through NOC property and within the MLT's agricultural and conservation easements. Centralizing the treatment along the ditch also provides an opportunity to restore degraded areas in the easements and increase recreational use through added trails and interactive design features. These additional design and restoration efforts are outside of this current grant, but are also part of a longer-term vision with planned incorporation by NOC/NOF. Designs are in the conceptual stage at the time of workplan preparation and will be updated based on survey and soil testing, permitting, stakeholder engagement, and final design considerations.

Phase I of the Stormwater Spine is located in an upstream wetland in the MLT agricultural easement. Currently, there are several agricultural ditches that intersect in this location and drain the surrounding wetlands. These ditches also convey flow from eastern subwatersheds (Tamarack and Birch Lakes) to Wilkinson Lake. There are three alternative concept level configurations for the upstream pond area that are being considered at this time. One of the possible configuration is shown below. Final design will depend upon results of summer technical analysis and testing and incorporation of agency feedback as part of permitting. In this possible configuration, a pre-treatment basin would be excavated in-line with the ditch to treat baseflow and small-event flow. A high-flow bypass would be constructed to the west of the basin to reduce the impact of high flows in the basin (scour, sediment resuspension, etc.). The pre-treatment basin would discharge into an excavated wetland basin with a meandering flow path to add improved wetland habitat and a meandering path to allow natural fluctuation and stream elements within the system.

Figure 3: A possible concept level configuration for the Phase I project depending upon results of upcoming technical design work including survey, soil testing, and continued input from permitting authorities.



3. Goals, objectives, tasks, and subtasks

Goal: Restore water quality as part of Phase I of the Wilkinson Lake Stormwater Spine, as identified in the Wilkinson, Birch, and Tamarack Lakes Nine Key Element document.

Objective 1: Engineering to complete design, permitting, and go out for bid

Task A: Complete any remaining survey, soil testing, and project design

Task B: Preliminary plan/spec development

Task C: Complete design to 90%

Task D: Receive and incorporate feedback from permitting authorities, make any necessary changes, and prepare final designs and specs

Task E: Develop contract between owner and contractor and facilitate bid process

Objective 1 Timeline: 2/2022 – 8/31/2023

Objective 1 Cost: Grant: \$77,120, Match: \$19,746, Total: \$96,866

Objective 1 Deliverables: Permits in place, final plans and specs, signed construction contract

Objective 2: BMP implementation/construction

Task A: Construction

Task B: Engineering oversight and inspection

Objective 2 Timeline: 8/2022 – 7/1/2024

Objective 2 Cost: Grant: \$232,728, Match: \$155,153, Total: \$387,881

Objective 2 Deliverables: BMP implementation completed

Objective 3: Monitoring for the effectiveness of BMP and maintenance

Task A: Monitoring with the intent of determining the effectiveness of the BMP, with the additional benefit of recommendations for maintenance. Monitoring will be conducted annually until the end of the grant timeframe with recommendations provided by contractor for following year implementation

Task B: Maintenance to be carried out as needed and in partnership between VLAWMO and NOC and possible other partners

Task C: Vegetation additions, structural monitoring, and minor remediation as needed until the new structures are stabilized

Objective 3 Timeline: 7/2023 – 8/31/2025

Objective 3 Cost: Grant: \$10,857.50, Match: \$7,238, Total: \$18,095.50

Objective 3 Deliverables: Ongoing maintenance needs identified, reported, and implemented

Objective 4: Project Management

Task A: Administration and Reporting:

- Facilitate project management and partner interactions
- Work with engineering firm to obtain permits, make changes, and communicate with stakeholders
- Participate in finalization of specs, bid process, and construction as owner
- Track project activities according to project work plan and budget
- Complete e-LINK reporting requirements
- Track grant budget, matching funds, and expenditures for grant
- Compile, organize, and submit invoices according to grant requirements
- Authorize payment of bills for grant expenses
- Obtain matching funds documentation
- Prepare and submit semi-annual and final reports according to the grant agreement

Objective 4 Timeline: 2/2022 – 8/31/2025

Objective 4 Cost: Grant: \$0, Match: \$31,667, Total: \$31,667

Objective 4 Deliverables: Report BMP accomplishments and pollutant reductions in e-LINK program. Submit invoices and reports according to the grant agreement

4. Project budget (attached)

Project Name: Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase I
Organization Name: Vadnais Lake Area Water Management Organization

SWIFT:	206734
AI:	192051
Activity ID:	PRO20210001

Objective	Grant	In-kind match	Cash match	Total match	Budget total
Objective 1: Engineering to complete design, permitting, and go out for bid	\$ 77,120.00		\$ 19,746.00	\$ 19,746.00	\$ 96,866.00
Objective 2: BMP implementation/construction	\$ 232,728.00		\$ 155,153.00	\$ 155,153.00	\$ 387,881.00
Objective 3: Monitoring for the effectiveness of BMP and maintenance	\$ 10,857.50		\$ 7,238.00	\$ 7,238.00	\$ 18,095.50
Objective 4: Project Management/VLAWMO staff		\$ 31,667.00		\$ 31,667.00	\$ 31,667.00
TOTAL	\$ 320,705.50	\$ 31,667.00	\$ 182,137.00	\$ 213,804.00	\$ 534,509.50

Technical Memorandum

To: Vadnais Lake Area Watershed Management Organization
From: David Haar – Barr Engineering Co.
Subject: Bald eagle nest within project extents
Date: November 29, 2021
Project: Wilkinson 319 Restoration Project
Cc: North Oaks Company

This memorandum is in regard to the known bald eagle's nest located within the vicinity of the restoration project proposed for construction in the City of North Oaks. Bald eagles were removed from the threatened and endangered species list in 2007 due to the marked recovery of the species. However, bald eagles are still legally protected under both the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA). The United States Fish and Wildlife Service (USFWS) administers these acts. The Minnesota Department of Natural Resources also has regulations which specifically govern the removal of bald eagle nests. It is our understanding that the nest in question will remain and that the tree in which it rests will not be removed during the course of this project.

USFWS guidance states that projects which occur within 660 feet of an occupied bald eagle nest may have the potential to impact or disturb nesting eagles. For projects that meet this criterion, project proposers are advised to contact the USFWS to determine the best path forward. On November 19th, 2021, the USFWS was contacted regarding this project. They reviewed the information that was provided and responded on November 22nd, 2021. USFWS staff advised that if a buffer of 100 feet could be maintained around the eagle's nest, then no further restrictions would be recommended. It is their opinion that eagles are resilient to human disturbance and that a buffer of this distance is likely to be sufficient to avoid disturbance. They also advised that if the eagles appeared to be agitated or disturbed (i.e. circling, flushing regularly and screaming), to contact USFWS again and discuss getting a disturbance permit. This guidance is consistent with Barr's understanding of the requirements set forth by USFWS.

The bald eagle nesting season runs from approximately January 1st through July 31st in Minnesota. Projects which occur outside of the nesting season do not pose a risk of disturbance to nesting eagles. It is our understanding that this project will be conducted during the nesting season, however. As such, we recommend that the 100-foot buffer proposed by the USFWS be maintained and that an environmental monitor experienced in the nesting behavior of bald eagles be present per USFWS guidance during the course of the project to observe the nest and ensure that disturbance does not occur. We recommend the required frequency of eagle monitoring activities be discussed with the USFWS prior to starting construction on the project.

To: Vadnais Lake Area Watershed Management Organization
From: David Haar – Barr Engineering Co.
Subject: Bald eagle nest within project extents
Date: November 29, 2021
Page: 2

It is also our understanding that if eagles do appear agitated during construction activities, USFWS should be contacted regarding appropriate corrective action, such as obtaining a disturbance permit. Such permits have been known to take between one week to one month to obtain. We recommend consulting USFWS regarding their estimated timeline to complete the permitting process should it become warranted during construction activities.

February 15, 2022

Attachment 7

Mr. Phil Belfiori
Administrator, Vadnais Lakes Area Watershed Management Organization
800 East Co. Rd. E
Vadnais Heights, MN 55127

Re: Amended Barr Engineering Scope for Coordination of Field Investigation Services for Future North Oaks Regional Stormwater Management Project

Dear Phil:

This letter is intended to serve as a description of additional budget that is requested as a part of our work in coordinating field investigation services for the future North Oaks Regional Stormwater Management Project located in the Wilkinson Lake subwatershed. This letter outlines the amendment to our original agreement with the Vadnais Lakes Area Watershed Management Organization (VLAWMO), dated October 5, 2021.

As stated in that agreement, the scope of professional consulting services we are providing for your project includes two tasks, the first being the development of temporary and permanent easements for the project location identified for a future regional stormwater management project in North Oaks, in partnership with North Oaks Company. A second task of coordination of field investigation services (soil borings, associated lab testing, and interpretation of results) in the proposed project area is also described in the scope, but these second task services are dependent on completion of the easement development and remaining budget.

Task 1 of our scope (assisting VLAWMO in establishing legal ownership and access agreements on North Oaks Company property) is now complete.

To complete Task 2 (Geotechnical Investigation), additional budget is needed. The highlighted subtasks below are essentially complete to date; the remaining tasks are proposed for the first quarter of 2022.

Task 2: Geotechnical Investigation

- Completion of draft RFP for collection of two soil borings (VLAWMO review)
- Collection of soil boring proposals (VLAWMO review)
- Contracting with soil boring companies
- Commencement of soil borings
- Delivery of soil boring results and interpretation relative to feasibility of proposed regional stormwater BMP designs (based on soil boring results, and not engineering calculations)

Schedule

Barr anticipates that Task 2 will be complete by March 31, 2022.

Fee estimate

Task 1 and the first steps of Task 2 have cost approximately \$10,500 to date, leaving \$9,500 in the project budget. Barr anticipates that an additional \$5,000 will be needed to complete Task 2 with its subcontractors.

These changes will bring the total project budget to a total of \$25,000.

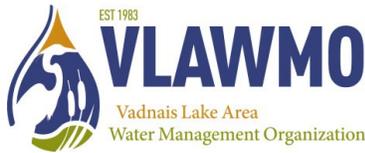
If you have any questions or comments about this proposal, please contact Erin Anderson Wenz at 612-986-1973 or Tyler Olsen at 952-832-2930. We look forward to continuing to work with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Anderson Wenz". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Erin Anderson Wenz, P.E., ENV SP

Vice President
Barr Engineering Co.



February 24, 2022

Attn: Wilkinson Lake TMDL/MS4 Responsible Parties that contribute stormwater to the proposed Wilkinson BMP Project: White Bear Township, White Bear Lake, North Oaks, Ramsey County, MnDOT

Re: Invitation to participate in a meeting with MPCA regarding distribution of possible MS4 load-reduction credits and consider a voluntarily contribution toward cash match

Attachment: Subwatershed project map with contributing land area by party

Dear Wilkinson Lake TMDL/MS4s:

VLAWMO is happy to write to you with news about a proposed upcoming project to improve water quality in Wilkinson Lake.

As background, VLAWMO applied for and received designation as a small priority watershed with MPCA in 2019. The small priority watershed program is the most recent iteration of funding allocation for MPCA/EPA 319 grant funds. The program began in 2018 and will run for a total of 16 years. During that time, VLAWMO will be a priority for funding for BMP projects in 4 separate years. The first year of that funding for VLAWMO was 2021. VLAWMO has been working closely with MPCA and other organizations to prepare early concepts of a proposed project and secure access for the proposed project location. See attached map for proposed project location and upstream subwatershed area. VLAWMO has recently received the grant contract from MPCA and is going forward to continue project design and development.

The proposed project budget is \$534,510. That includes \$320,706 in grant funding and \$213,804 in local cash match. The proposed project is not dependent upon your financial contributions toward cash match.

We have reached out to your organizations during the past year with initial inquiries regarding possible financial support for the cash match portion of the project and associated MS4 load reduction credits. We have received tentative commitments from some of you, and we appreciate your leadership and willingness to participate.

This letter is a continued invitation regarding possible voluntary financial support for this proposed project and to see if you would like to participate in a meeting that VLAWMO would schedule with MPCA. We would like to offer you an opportunity to participate in this meeting whether or not you responded to our original request. Would you like to be part of a meeting with VLAWMO and MPCA to discuss MS4 credits for this proposed project?

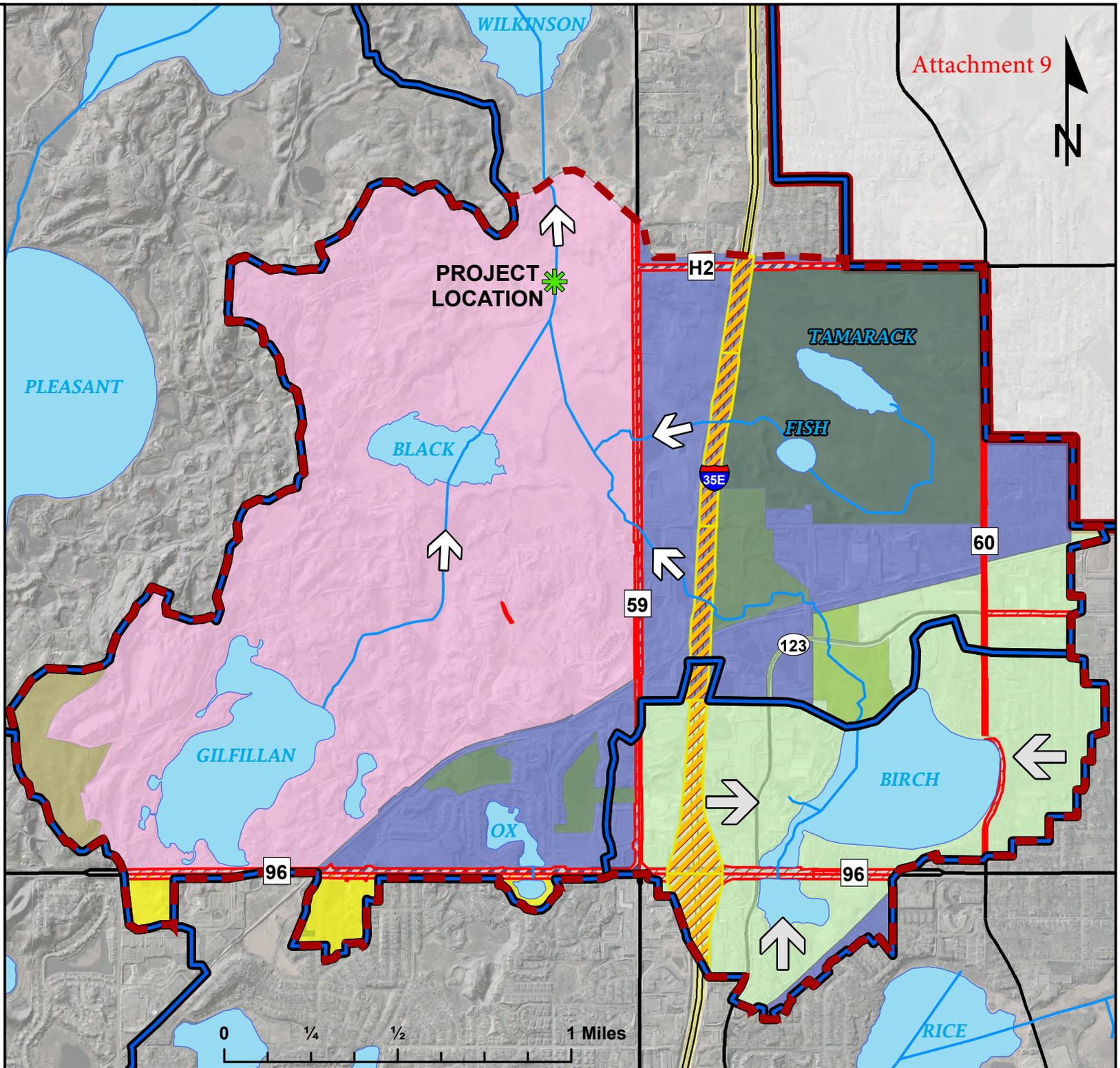
VLAWMO requests your written response by March 15, 2022. We will follow up with a meeting request with MPCA once we have heard from you.

Sincerely,
Phil Belfiori, VLAWMO Administrator
phil.belfiori@vlawmo.org

VLAWMO Municipalities & Subwatersheds

-  VLAWMO boundary
-  VLAWMO subwatersheds
-  Wilkinson 319 Project drainage area w/Birch: 3,115.47 acres
-  North Oaks drainage area: 1,413.61 acres
-  White Bear Lake drainage area: 666.66 acres
-  White Bear TWP drainage area: 980.41 acres
-  Vadnais Heights drainage: 54.79 acres
-  MnDOT 35E RoW drainage: 83.83 acres
-  Ramsey County RoW drainage: 85.73 acres

- Parks**
-  Municipal parks, NO golf course: 163.90 acres
 -  Tamarack Nature Center: 324.37 acres



Attachment 9



0 1/4 1/2 1 Miles

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 _____ and second by Director _____.

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;

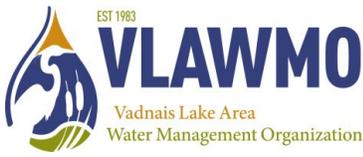
WHEREAS, the MPCA project grant agreement, which contractually binds VLAWMO to implementation of the Project utilizing funding from 60% grant funds and 40% local cash match, has been prepared, was approved by MPCA/EPA, and is included in the February 2022 Board packet;

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.



Adopted this 23rd day of February 2002 on a vote of ___ yeas and ___ nays as follows:

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

BY THE VLAWMO BOARD

Chairperson

Attest: _____
Administrator

To: VLAWMO Board of Directors Date: Feb. 16, 2022
From: Phil Belfiori
Subject: **VI. B. 3.** Consideration of MOU between VLAWMO and City of Lino Lakes for development of Lake Amelia Subwatershed Management Plan /Feasibility Study

Background / Discussion

Attached for Board consideration is the MOU between VLAWMO and City of Lino Lakes for financial partnership related to development of Lake Amelia Subwatershed Management Plan /Feasibility Study (Study). The purpose of the Study is to identify a preferred long term water quality and quantity management strategy for the ditch system located north of the Lake (see attachment for map), and to develop alternative concepts for possible BMP implementation along the corridor that enhances water quality, preserves flood storage and provides a potential recreational and wildlife habitat corridor.

Some of the key elements of the scope of work include:

1. Review and summary of existing conditions;
2. Preparation of Hydrologic modeling of existing and full build out;
3. Recommendation on possible phasing plan for transition of the private ditch system into a publicly (City) managed system;
4. Development of site specific ditch corridor improvement concepts, phasing plan and alternatives analysis including but not limited to modification of the stream corridor to improve water quality ;
5. Rough cost estimate of concepts.

The attached MOU identifies that the City will manage the consultant developing the Study and the VLAMWO will reimburse City for the actual professional costs to complete the Study. The total amount of the reimbursement shall not to exceed \$15,000 (50% of proposed total study cost). The budget for this partnership was included in the approved 2022 annual budget.

In a meeting with City and VLAWMO staff on Feb. 14, 2022, staff reviewed and discussed the four consultant proposals that were received as a response to the attached Request for Services. Upon further discussions, meeting participants reached consensus that WSB and Associates is the recommended firm for development of the Study due to their experience with City drainage in the area and the overall strength of their proposal. See attached for the WSB proposal. Staff also recommends that the MOU should identify a not to exceed amount of \$15,000 (for a total cost of the study of not to exceed \$ 30,000) and thereby adding an additional \$2,100 to the total study cost in case of unforeseen data collection and analysis needs.

Recommendation

Staff recommends approval of MOU between VLAWMO and City of Lino Lakes for financial partnership not to exceed \$15,000 related to the development of Lake Amelia Subwatershed Management Plan /Feasibility Study

Proposed Motion

Moved by Director _____ and second by Director _____ 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

Attached:

1. Amelia Study powerpoint
2. MOU: City of Lino Lakes for North of Amelia Study Payment
3. Lake Amelia Request for Services - Lino Lakes
4. WSB Submittal Lake Amelia

Partnership with the City of Lino Lakes -Development of Lake Amelia Subwatershed Management Plan /Feasibility Study (Study).

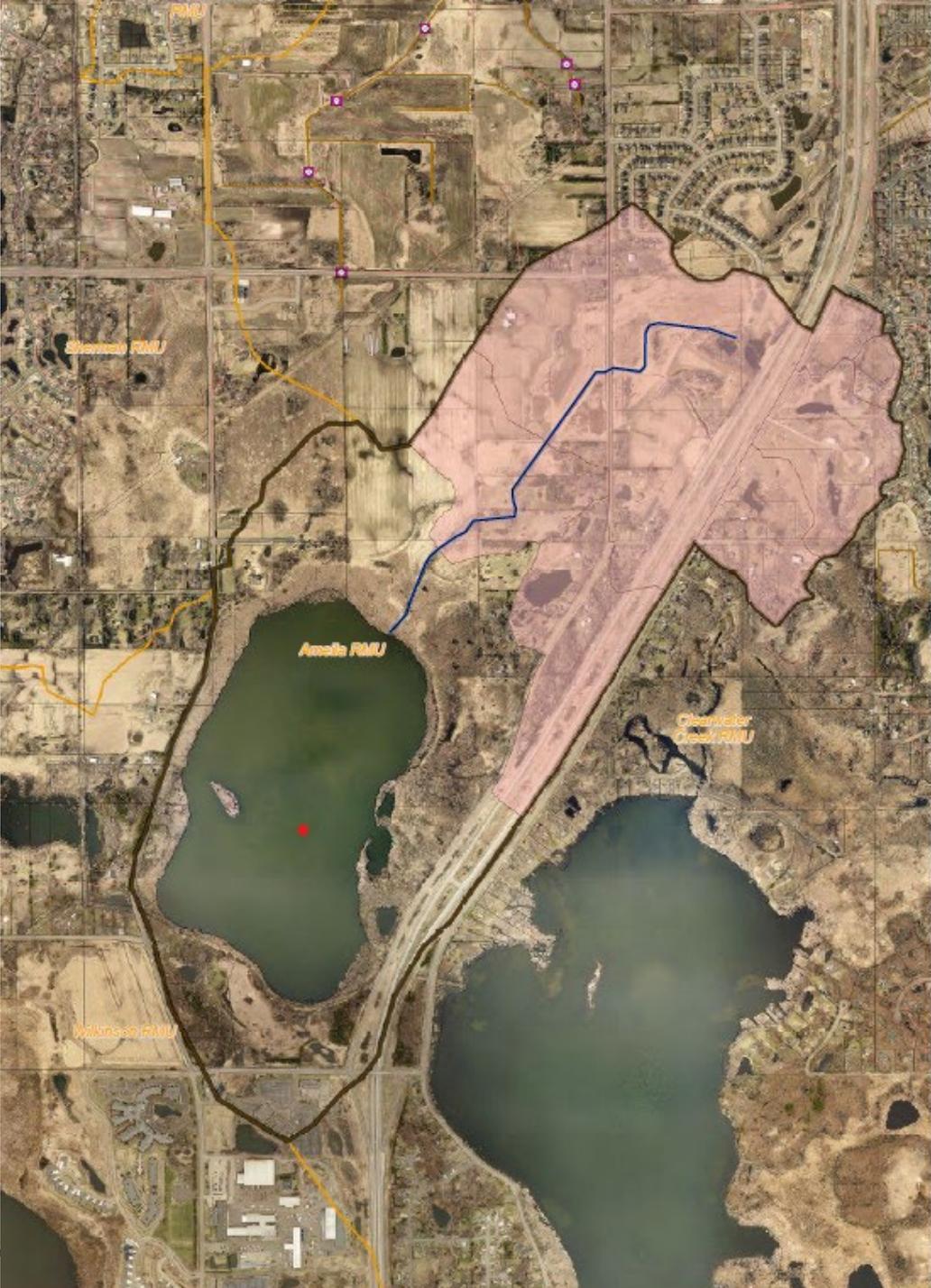
- **Study purpose**

- Identify a preferred long term water quality and quantity management strategy for the ditch system located north of the Lake
- Develop alternative concepts for possible BMP implementation along the corridor that enhances water quality, preserves flood storage and provides a potential recreational and wildlife habitat corridor.

Partnership with the City of Lino Lakes-Development of Lake Amelia Subwatershed Management Plan /Feasibility Study (Study).

- **Key elements of the scope of work include:**
 - Review and summary of existing conditions;
 - Preparation of Hydrologic modeling of existing and full build out;
 - Recommendation on possible phasing plan for transition of the private ditch system into a publicly (City) managed system;
 - Development of site specific ditch corridor improvement concepts, phasing plan and alternatives analysis including but not limited to modification of the stream corridor to improve water quality ;
 - Rough cost estimate of concepts.

Study Area



MOU and Partnership

- **The MOU (in the Board packet) identifies:**
 - The City will manage the consultant, VLAMWO will reimburse City for the actual professional costs to complete the Study.
 - The total amount of the reimbursement shall not to exceed \$15,000 (50% of proposed total study cost). Total cost of the study of not to exceed \$ 30,000.
 - (\$2,100 for unforeseen data collection and analysis needs.)
 - WSB and Associates is the recommended firm for development of the Study due to their experience with City drainage in the area and the overall strength of their proposal.
 - The budget for this partnership was included in the approved 2022 annual budget.

Next Steps and Recommendation

- **Next Steps**

- Understanding is that City staff will be requesting consideration from environmental commission
- Anticipate completion of the study within 6 months of notice to proceed.

- **Recommendation**

Staff recommends approval of MOU between VLAWMO and City of Lino Lakes for financial partnership not to exceed \$15,000 related to the development of Lake Amelia Subwatershed Management Plan /Feasibility Study

Requested Board Action

- **Proposed Motion**
- Moved by Director _____ and second by Director _____ 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

**Memorandum of Understanding Between
Vadnais Lake Area Watershed Management Organization
And City of Lino Lakes**

Whereas, this Memorandum of Understanding (“MOU”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“VLAWMO”) and the City of Lino Lakes (“City”) each acting by and through its duly authorized governing bodies.

Whereas, VLAWMO and City mutually desire to undertake the development of a Feasibility Study (“Study”) to evaluate long-term storm water management options for the subwatershed north of Lake Amelia;

Whereas, Lake Amelia is a natural environment lake, with a watershed area of approximately 754 acres. The lake lies upstream of Wilkinson Lake which is an impaired water. Lake Amelia is also identified as a lake of biological significance by the Minnesota Department of Natural Resources, due to a high-quality colonial waterbird nesting area;

Whereas, the private ditch located upstream and north of the lake contains adjacent wetlands which are identified as a proposed component of City’s parks, greenways and trail system in the 2040 Comprehensive Plan. The private ditch corridor has seen recent flooding due to limited maintenance and failure of private culverts which has raised concerns regarding long term management of the system as development pressure increases upstream;

Whereas, the purpose of the Study is to identify a preferred long term water quality and quantity management strategy for the ditch system and to develop alternative concepts for BMP implementation along the corridor that enhances water quality, preserves flood storage and provides a potential recreational and wildlife habitat corridor; and

Whereas, the parties wish to clearly define their respective roles in the development and completion of the Study.

Now, Therefore, the parties hereby agree to enter into this MOU and to comply with the following processes with respect to completing the Study:

1. City Responsibilities. City agrees to do each of the following:
 - a. Contract for the necessary professional services to prepare the Study Report.
 - b. Provide for management and oversight of Study.
 - c. Provide all required notices to affected property owners and others as may be necessary.
 - d. Comply with all applicable legal requirements related to the Study.

2. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:
 - a. Subject to the Minnesota Government Data Practices Act and any other applicable legal constraints, provide City the previous reports and data (if any) for the project area and contributing watershed.
 - b. Attend meetings associated with the Study.

- c. Provide the services of staff as reasonable and necessary to serve as advisors for the Study.
 - d. Reimburse City for the actual professional costs to complete the Study. The total amount of the reimbursement shall not to exceed \$15,000. Only the professional services costs and expenses are eligible for reimbursement, not City staff costs or expenses. City shall invoice VLAWMO for the amounts eligible for reimbursement. Within 30 days of receipt of an invoice and supporting documentation of eligible costs incurred, the watershed will reimburse City for contracted costs incurred for the completion of the Study.
3. Use of Study. The reports or 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 City or VLAWMO. City and the VLAWMO may use, without restriction, the work products of the Study including, but not limited to, any associated reports and documents.
 4. Term. This MOU is effective on the date of the last party to execute it. This MOU shall terminate upon completion of the Study and reimbursement of City for the costs incurred as provided herein.
 5. Termination. Each party has the right to terminate this MOU at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. VLAWMO shall remain responsible for reimbursing City for the costs actually incurred to the date of termination, unless VLAWMO terminates this MOU as a result of a material breach by City.
 6. Entire Agreement; Amendments. This MOU constitutes the entire agreement between the parties regarding this matter. No amendments to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives and is effective as of the date of the last party to execute it.

**Vadnais Lake Area Watershed
Management Organization**

City of Lino Lakes

Chairperson

Mayor

Administrator

City Administrator

Date: _____

Date: _____



REQUEST FOR SERVICES

Lake Amelia Subwatershed Management Plan

Request

The City of Lino Lakes, in partnership with the Vadnais Lakes Water Management Organization (VLAWMO), is requesting a scope of work and cost estimate from qualified consulting firms to conduct a Feasibility Study evaluating long term storm water management options for the subwatershed north of Lake Amelia.

Background Information

Lino Lakes is located in Anoka County, Minnesota, and is home to approximately 22,000 residents. Located in the southeast corner of the county and on the northeastern edge of the Twin Cities metropolitan area the community is a fast growing suburb. Lake Amelia is a natural environment lake, with a watershed area of approximately 754 acres. The lake lies upstream of Wilkinson Lake which is an impaired water.

Purpose

Drainage conveyance from properties lying north of Lake Amelia is provided by an existing private ditch which serves as an outlet for approximately 340 acres. There is no available information on the creation of the drainage system and it is not managed by a public agency.

The ditch corridor and adjacent wetlands are identified as a proposed component of the City's parks, greenways and trail system in the 2040 Comprehensive Plan. Lake Amelia is also identified as a lake of biological significance by the Minnesota Department of Natural Resources, due to a high quality colonial waterbird nesting area.

The ditch corridor has seen recent flooding due to limited maintenance and failure of private culverts. This has raised concerns regarding long term management of the system as development pressure increases upstream.

The purpose of the study is to:

1. Identify a preferred long term water quality and quantity management strategy for the ditch system.
2. Develop alternative concepts for BMP implementation along the corridor that enhances water quality, preserves flood storage and provides a potential recreational and wildlife habitat corridor.

Scope of Work

The Scope of Services should include the following:

1. Meeting with City and VLAWMO staff to kick-off the project and up to 4 additional

- meetings as necessary to complete tasks detailed below.
2. Review and summary of existing conditions including but not limited to delineation of drainage area, existing land use, flood plain, and high level wetland location/type/quality and issue identification.
 3. Preparation of water quality, and Hydrologic and Hydraulic modeling of existing and full build scenarios.
 4. Recommendation on possible phasing plan for transition of the private ditch system into a publicly (City) managed system.
 5. Development of site specific ditch corridor improvement concepts, phasing plan and alternatives analysis including but not limited to modification of the stream corridor to improve water quality and habitat, placement of other future site appropriate BMP's, and /or wetland restoration. The scope of work should identify the approximate number of concepts that would be developed.
 6. For each conceptual BMP listed in #5 above include rough cost estimate, estimated load reductions and high level assessment of feasibility of each conceptual BMP.
 7. Summary of permitting requirements and identification of potential funding sources for any proposed improvements.
 8. Final Report.

City of Lino Lakes and VLAWMO Responsibilities

The City of Lino Lakes will provide a GIS data set including:

- Parcel and property information
- Storm water infrastructure
- 2 foot contours
- 2020 aerial photos

The VLAWMO will provide:

- Prior wetland inventories and delineations
- Bathymetry survey conducted in 2021
- Macrophyte survey conducted in 2021
- Additional aerial photos as needed (available through Nearmap)
- GIS layers (or city) including but not limited to NWI, soils, roads/streams, land use (2010)

Anticipated Timeline For Completion

The agencies are requesting completion of the study within 6 months of notice to proceed.

Submittal Requirements

Firms replying to this request are required to submit the following information (please limit submittal to 5 pages or less):

1. Scope of work including proposed tasks and deliverables.
2. Cost estimate with approximate rate and hours per each proposed task and any additional

expenses

3. Specify a timetable for completion of the study.

Evaluation of Proposals

Evaluation scope of work will include review by City and VLAWMO staff 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. An interview may be part of the evaluation process.

Questions

Questions should be emailed to Michael Grochala, Community Development Director, at mgrochala@linolakes.us

Submittal Deadline

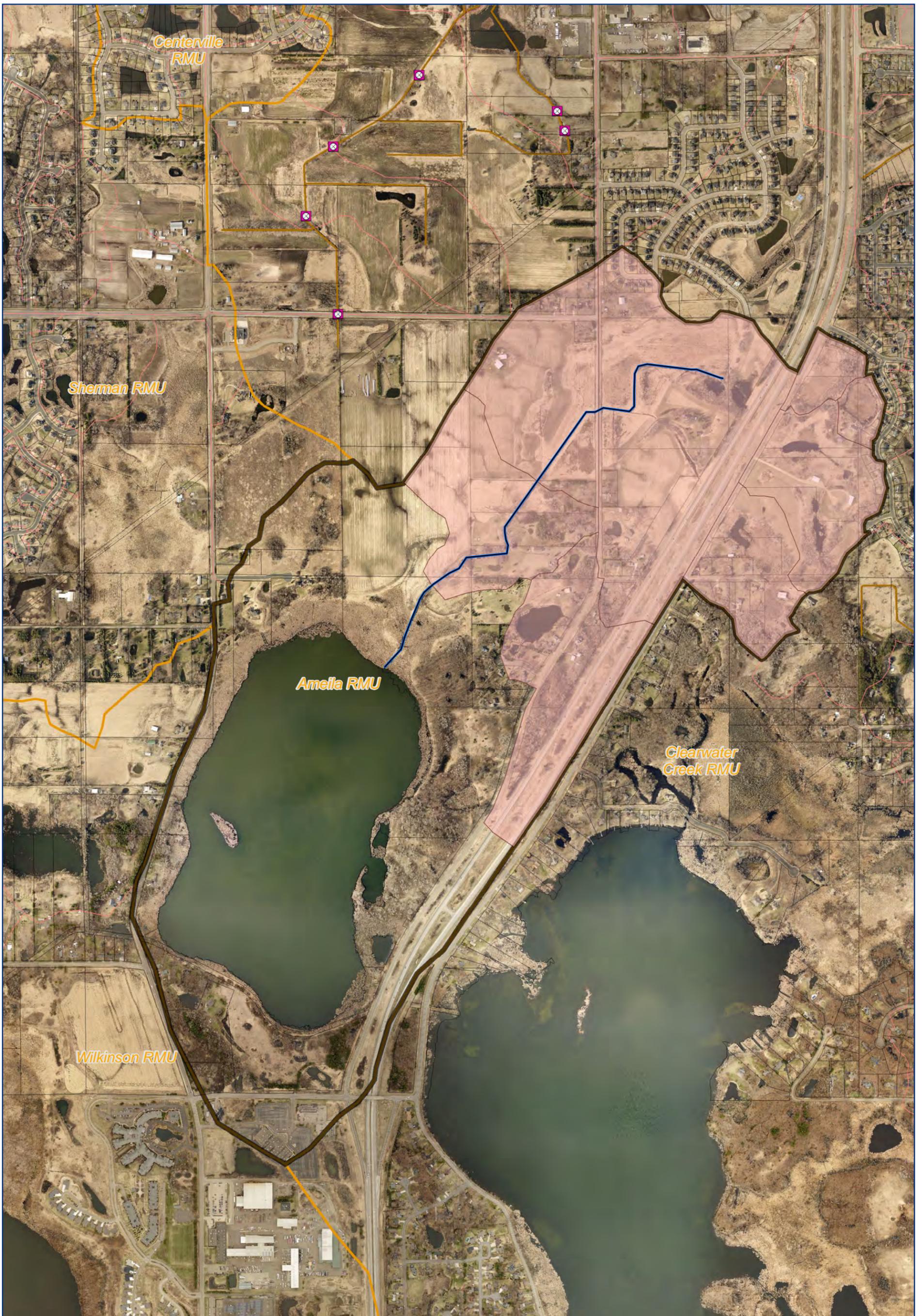
Proposals will be accepted U.S. mail or E-mail. If submitting a hard copy by mail please include one electronic copy in a .pdf format.

Hard Copies Submit to:	City of Lino Lakes ATTN: Andy Nelson 600 Town Center Parkway Lino Lakes, MN 55014
E-mail	anelson3@linolakes.us
Deadline:	4:30 PM, Wednesday, February 9, 2021
Format:	Include 1 electronic copy of document in a pdf format.

The entire submittal package must be received by or before the time and date indicated above. Time and date deadlines for submittal will not be waived; however, the City reserves the right to extend the submittal deadline.

Attachments

1. Study Area Map



1 inch = 900 feet



**Lake Amelia
Subwatershed Study Area**
City of Lino Lakes

Legend

-  Private_Ditch
-  Study Area
-  Lake_Amelia_watershed





Mr. Andrew Nelson
Environmental Coordinator
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014-1182

Re: Lake Amelia – Scope of Work for Stormwater Management Options Feasibility Study

Dear Mr. Nelson:

WSB is pleased to submit this scope of work and cost estimate to complete a Feasibility Study on stormwater management options for the subwatershed north of Lake Amelia in the City of Lino Lakes (City), and Vadnais Lakes Area Water Management Organization (VLAWMO).

BACKGROUND

Located in the southeastern corner of the City, Lake Amelia is a valuable natural resource identified as a lake of biological significance. The lake does not have any current water quality impairments, however, Lake Wilkinson located downstream is listed as impaired for nutrients. WSB recently completed TMDL reporting for Lake Wilkinson which provides for a detailed understanding of the project area and the TMDL requirements.

A private ditch flows from northeast to southwest collecting drainage from approximately 340 acres. Portions of the ditch are flanked by wetlands and the ditch corridor is situated in a Zone A floodplain. Currently, the ditch is showing signs of erosion, sediment build up, and failing culverts. The City has been required to perform maintenance to temporarily alleviate these drainage issues. WSB understands that a long term solution and management plan is sought by the City and VLAWMO to not only relieve the current issues, but plan for additional amenities and improvements within the study area.

SCOPE OF WORK

Task 1 – Staff Meetings (18 hours \$2,000)

Four meetings and one site visit are anticipated and can be adjusted based on the recommendation of the City and watershed staff. An initial kick-off meeting will serve as an opportunity to review the goals of the study, the approach, and the schedule. Subsequent meetings are anticipated for Tasks 3, 4 and 8.

Task 2 – Existing Conditions Review (26 hours \$3,300)

WSB will assemble all available data in a single GIS database. The data will include parcel information, stormwater infrastructure, topography, aerial imagery, wetlands, bathymetry, biological survey, land use and soil data. Most of the data will be available from the City, VLAWMO, and public sources. The terrain data will be used to identify the drainage area limits and develop a catchment level delineation.

WSB will send a survey crew on-site to obtain detailed topography of the ditch, slopes, erosion, stormwater structures, and adjacent grades to better analyze the current drainage system and help plan the proposed improvements.

As part of the existing conditions review, WSB will perform monitoring to better understand the water quality and hydrology within the ditch and in Lake Amelia.

TP and TSS samples will be taken once a month through the growing season at a minimum of two locations within the lake. Base flow rates will also be measured in the ditch to quantify hydrology from the drainage area.

We anticipate monitoring to continue beyond completion of the final report in Task 8. The samples and flow rate measurements will provide detailed pollutant loading information from the ditch and corridor along with providing baseline water quality data for Lake Amelia. As the Lake Amelia drainage area develops, having this baseline information will be useful in tracking any changes in water quality due to land use changes within the watershed.

WSB will coordinate with the City to obtain access to the site for a field reconnaissance visit and survey. City and VLAWMO staff will be invited to share their expertise and knowledge of the study area.

Task 3 –Water Quality and Drainage (H&H) Modeling (40 hours \$5,000)

To assess the existing conditions, WSB plans to develop two models:

- A drainage model to assess the surface water bounce during wet seasons and critical rainfall events (2, 10, 100-yr, 24-hr precipitation and 100-yr, 10-day snowmelt events).
- A water quality model to assess the pollutant transport into Lake Amelia. (Total Phosphorus (TP) in particular).

Subject to City and VLAWMO preference and recommendations, the drainage model will be developed using HEC-RAS software. HEC-RAS provides reliable computations, good visualization, and two-way data portability with GIS. HydroCAD will be used to estimate flow rates to the ditch for the critical events using the SCS curve number method, and checked against the flow monitoring in Task 2.

For the water quality modeling, WSB will use P8. Land use information gathered in the Wilkinson Lake TMDL study along with the other land use data in the drainage area will be used to determine pollutant loading. Information gathered from the flow monitoring and water quality sampling will be used to update the modeling and show the most current pollutant loading.

WSB will use the existing models as a baseline to determine a minimalist, hybrid, and full-build scenario. Once the models have been completed, the results will be summarized and sent to the City and VLAWMO to be discussed. The second meeting will discuss the results of the models and refine strategies for developing the future corridor concepts including phasing options.

Task 4 – Ownership Phasing (10 hours \$1,200)

A key element in the transition is the ownership transfer from the current residents and developers into public domain. Ideally, as part of this transfer, the existing ditch corridor will become public domain. Likely a phased approach of gaining ownership of the corridor will be implemented, including acquisition upon redevelopment, and obtaining easements from existing property owners. WSB will document the formal legal steps and permitting needed to accomplish:

- (a) easement acquisition along the private ditch, and
- (b) future transfer into the public domain of the entire corridor.

Task 5 – Surface Water Improvement Options (38 hours \$4,300)

Based on the ownership transition phasing discussed in Task 4, WSB anticipates three improvement concepts including a minimalist, hybrid, and full build scenario.

Minimalist Scenario: This assumes drainage easement acquisition along the ditch but no ownership transfer in the initial phase. This will allow for immediate access to the corridor to address current ditch failures and to begin to resolve the drainage concerns. WSB will identify the measures needed to stabilize the slope along with improving stormwater conveyance. This option will focus solely on in ditch improvements to repair erosion, stabilize slopes, and improve the function and drainage of the ditch to reduce localized flooding and inundation to adjacent properties.

Hybrid Scenario: In this scenario, WSB will explore options for enhancement outside of the streambank either within obtained easements or publicly owned land. This includes streambank regrading, conveyance improvement, expanding existing wetland perimeters, and constructing stormwater BMPs. This option looks more in-depth at water quality improvements and pollutant load reductions within the corridor.

Full Build Scenario: This scenario assumes the broader corridor will redevelop, and the ditch will become public domain. This scenario envisions a comprehensive transformation of the existing drainage ditch into a naturally looking channel corridor of enriched bio-habitat, improved water quality and enhanced aesthetics. WSB will explore the creation of a wider meandering corridor designed to maximize these functions. This concept may include an in-channel vegetated bench to maximize pollutant removals, along with potential wetland banking and floodplain restoration. A third meeting will be scheduled to discuss the improvement concepts in terms of feasibility, benefits, challenges, and costs.

An intermediary concept may emerge from discussions with the City and VLAWMO.

Task 6. Improvement Concepts Evaluation – Pollutant Load Reduction and Cost Estimates (16 hours \$2,000)

Once the improvement concepts are established, WSB will proceed with a detailed evaluation of the pollutant load reduction, hydrology and hydraulics model, and cost estimates. The cost estimates will be CIP style estimates and can be used later for budgeting and grant funding.

Task 7. Permitting Requirements and Funding Options
(36 hours \$4,200)

WSB will assess each concept evaluated in Task 6 and will identify the permitting requirements at local, state, and federal level. Additionally, WSB will identify potential funding sources and partnerships that can assist towards implementation. Permits will likely be required for wetland and floodplain impacts and for the City and VLAWMO.

Task 8. Final Report (48 hours \$5,900)

WSB will first prepare and distribute a Preliminary Report to summarize the improvement concepts, including the key maps, figures, tables, and appendices containing the full evaluation. The report will also include permitting needs and funding options. A fourth meeting will be held to discuss the report and determine whether any additional data or clarifications are needed. WSB will collect feedback and proceed with the preparation of the Final Report.

PROJECT EXAMPLES

MT. OLIVET AND PARKERS LAKE STREAMBANK IMPROVEMENTS

SEPT 2020 - PRESENT | CITY OF PLYMOUTH AND BASSETT CREEK WATERSHED CREEK WATERSHED MANAGEMENT COMMISSION (BCWMC)

WSB worked with the City of Plymouth and BCWMC to address erosion along two intermittent streams in the City. The goal of the project at both sites, Mt. Olivet and Parkers Lake, was to slow the velocity of water through the channels and provide permanent stabilization of the streambanks to reduce the pollutant loads to the downstream impaired water bodies. Multiple techniques were employed to meet these goals including rock and log ditch checks, the installation of plunge pools, regrading and widening the channel, native seeding, and hard armoring.

WSB completed hydraulic modeling using HEC-RAS 2D to determine the areas along the streambanks with the highest velocities and shear stresses. Water quality was modeled to quantify the reductions in downstream Total Phosphorus (TP) and Total Suspended Solids (TSS) loads. The project included approximately 0.67 acres of wetland restoration at the Mt. Olivet project site and required significant coordination with the City of Plymouth, BCWMC, and other permitting agencies and stakeholders.

REFERENCE: BEN SCHARENBRICH, WATER RESOURCES SUPERVISOR, 763.494.6354

WATERTOWN STREAMBANK FEASIBILITY STUDY

MAY 2021 - OCT 2021 | CARVER COUNTY WATER MANAGEMENT ORGANIZATION (CCWMO) AND CARVER COUNTY SOIL AND WATER CONSERVATION DISTRICT (CCSWCD)

WSB teamed with CCWMO and CCSWCD staff to survey all streambanks along the South Fork of the Crow River within the City of Watertown. The survey documented 19 properties with erosion issues ranging from minimal to severe. Working with CCWMO staff, WSB developed a feasibility level stabilization plan for each site which favored vegetation-based stabilization methods over hard armoring techniques and included a feasibility-level cost estimate. WSB developed estimates of sediment loading from each site to quantify proposed water quality improvements and related them to the existing Total Maximum Daily Load (TMDL) which is in place for the South Fork of the Crow River. Finally, WSB made quantitative assessments of the relative instability of each site and the risk of no action if stabilization activities were not completed.

REFERENCE: TIM SUNDBY, WATER RESOURCES TECHNICIAN, 952.361.1816

GREENWOOD DITCH STUDY AND CONSTRUCTION SERVICES

AUG 2021 - PRESENT | CITY OF MAHTOMEDI, MN

WSB worked with City of Mahtomedi staff to complete a study to determine options to stabilize Greenwood ditch, reduce erosion, improve conveyance, and protect existing structures. These options included culvert extension, clearing and grubbing, minor realignments and grading, and hard armoring. WSB used the Board of Water and Soil Resources (BWSR) Water Erosion Pollution Reduction Estimator 2.0 to determine the TSS and TP removal of each proposed solutions. Guidance on easement acquisition and detailed cost estimates were also developed for each option. After selection of the preferred option by the City, WSB provided final design services including development of construction plans and specifications, permitting and watershed coordination, and construction staking and observation.

REFERENCE: SCOTT NEILSON, CITY ADMINISTRATOR, 651.426.3344

PROJECT TEAM



DAN MURPHY, PE

PROJECT MANAGER

Dan Murphy is a water resources engineer with over 15 years of experience in water resources design and modeling across the United States.

He applies his engineering background to support work in public infrastructure design and construction and has broad experience in water quality and flood mitigation projects in the municipal, federal, energy and private sectors. He has worked on and managed projects ranging from large-scale federal flood control works to small-scale infiltration BMP designs for private property owners. Dan's well rounded water resources experience, familiarity with the City of Lino Lakes and solid communication skills make him well suited to lead WSB's team.



DAN CAZANACCLI, PHD, PE

DRAINAGE MODELING

Dan has over fifteen years of experience in water resources engineering covering flood studies in urban and rural areas, drainage

design, surface water quality, erosion control. He is an expert in river flow analysis, sediment transport, and channel morphology. Dan often combines advanced computer modeling with a more basic analysis, tailored to the project context. He has supported many clients with the design of practical solutions to address flooding and water quality treatment.



TOM HOFFMAN

WATER RESOURCES ENGINEERING
TECHNICIAN

Tom has over five years of experience working for municipalities to provide project

management, stormwater inspections, stormwater inspections and maintenance, streambank stabilization, ordinance, code and design guide updates, and MS4 inspections and reporting. He also has significant experience in the private sector providing consulting in all environmental fields along with municipal projects. His municipal background allows him to have insight into what clients are looking for and to help avoid issues that cities commonly encounter with projects and future maintenance. His field experience includes managing stream and ditch stabilization projects, stormwater pond dredging, and street reconstructions. He has significant experience working closely with property owners to devise individual solutions for drainage projects as well as gaining access to complete improvements.



LUKE LUNDE, CPSS, PSS, PSC

QA/QC

Luke is a Minnesota Professional Soil Scientist and has twenty years of natural resource and environmental review experience. Luke’s experience includes soil survey mapping, wetland delineation, wetland banking, wetland mitigation, habitat restoration, invasive species management, grant writing, habitat restoration, invasive species management, natural resource planning, and environmental permitting and compliance for many projects throughout the Midwest. He is very knowledgeable in stream survey assessment, stream habitat restoration design, floodplain restoration, vegetation management, habitat conservation/ improvement, forest management, precision conservation and water resources planning.



KENDRA FALLON, PE, CFM

WATER QUALITY MODELING

Kendra is a Project Engineer with over four years of water resources engineering experience. Kendra has experience with hydrologic and hydraulic modeling and water quality modeling, pond restoration, storm sewer design, writing local watershed management plans, interpreting and reviewing for City

stormwater requirements, and writing state and local agency permit applications. She has experience working with a variety of software including HydroCAD, GIS, P8, XPSWMM, Civil 3D and all Microsoft Office programs to help meet and exceed clients’ expectations.



ROXY ROBERTSON

SENIOR ENVIRONMENTAL SPECIALIST

Roxy is educated with a master’s degree in ecology and is a Certified Associate Ecologist with over nine years of experience. Roxy is proficient in water resources permitting, wetland delineation, and habitat restoration. She has completed DNR River Health and Restoration training workshops, including stream survey training and stream design. Her permitting experience includes Wetland Conservation Act Decisions, Army Corps of Engineer’s Section 404 and Section 10 Permits including individual permits, Department of Natural Resources (DNR) Public Waters Work Permit, DNR Utility Crossing Licenses, Section 401 CWA individual certification, the National Pollutant Discharge Elimination System Construction Stormwater Permit, and Watershed District Permits. She also has experience in construction observation, wetland monitoring, habitat restoration design, and avian studies.

COST ESTIMATE

The cost to complete Tasks 1-8 is not to exceed **\$27,900**. The anticipated work schedule is assuming a notice to proceed date of March 1st, 2022.

SCHEDULE

TASK	SCHEDULED COMPLETION
1. KICK-OFF MEETING	MARCH 15, 2022
2. EXISTING CONDITIONS REVIEW	APRIL 1, 2022
3. WATER QUALITY AND DRAINAGE MODELING	APRIL 29, 2022
4. OWNERSHIP PHASING	MAY 13, 2022
5. SURFACE WATER IMPROVEMENT OPTIONS	APRIL 29, 2022
6. POLLUTANT LOAD REDUCTION AND COST ESTIMATE	MAY 13, 2022
7. PERMITTING AND FUNDING	JUNE 17, 2022
8. FINAL REPORT	JULY 1, 2022

Thank you for the opportunity to propose on this project. Please do not hesitate to contact me at 612.246.9346 or thavranek@wsbeng.com if you have any questions or comments.



Tony Havranek
Director of Fisheries/Principal

To: VLAWMO Board of Directors Date: Feb. 16, 2022
From: Brian Corcoran and Dawn Tanner
Subject: **VI. B. 4.** Consider Biochar Contract for design services with SEH

Introduction

Attached for Board consideration is the amended SEH contract for engineering design services for the Biochar project.

Background

The biochar project is located at Whitaker Pond on Lambert Creek in White Bear Township. White Bear Township has been approached about the project location and has given tentative approval. A concept draft of the project is attached. The initial UMN design framework is being used to meet project performance standards per the approved agreement with the MPCA.

Based on early estimates from SEH, (attached construction cost memo) anticipated project construction and observation costs range from \$78,800 to \$111,300. There is currently \$59,175 in 319 grant funds remaining for the project. Staff are exploring the potential of using the approved BWSR Watershed Based grant funding for a portion of the local match (+/- \$33,000) for this project.

SEH Amended Scope for Design Services

- Task 1 – Permitting - will be collaboration and permitting with local entities including White Bear Township and WCA. Amendment includes wetland delineation and application – This is the reason for the additional cost in the scope.
- Task 2 – Final Design - is expected to be the same at the new project site compared to the original Lambert Lake location. Amendment includes water quality analysis of new site.
- Task 3 – Plans & Project Specifications - There are no amendments to Task 3 from the original project scope.

The original estimated fee for Board approved design services dated 2-15-2021 was \$31,075. SEH is requesting an additional fee of \$3,100 for scope modifications identified above to bring amended Design Services contract to \$34,175. To date \$6,324 has been invoiced.

Recommendation

Staff recommends approval of attached amended Biochar Contract for design services with SEH for \$34,175 (\$3,100 more than what was previously approved last year).

Proposed Motion

Moved by Director _____ and second by Director _____ to authorize approval of the amended Biochar Contract for design services with SEH in the amount of \$34,175.



800 County Road E E, Vadnais Heights, MN 55127
www.vlawmo.org; Office@vlawmo.org

- Attached:
1. - PowerPoint slides
 2. - Biochar Contract for design services with S.E.H in the amount of \$34,175
 3. - SEH Feasibility memo
 4. - Whitaker Biochar Concept Design
 5. - Whitaker Pond BMP Retrofit Construction Cost & Observation Memo

Biochar February 2022 Board: Background

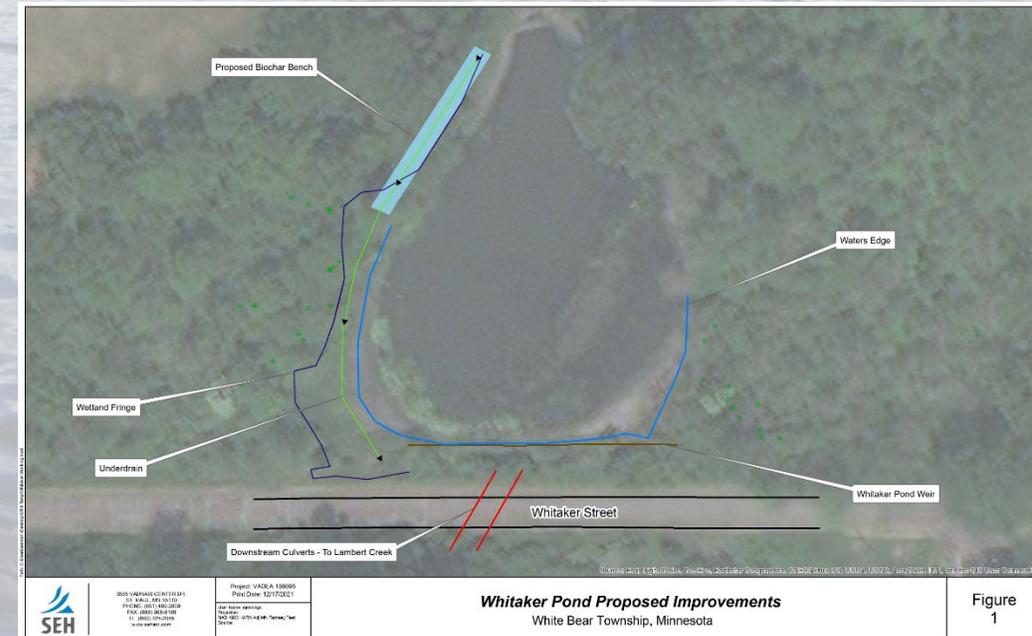
Attachment 1

- Initial lab testing and design work begun at Lambert site
- Ultimately the SEH determined site not feasible for passive biochar filter (memo provided to Board)
- UMN was released by the Board on February 24, 2021
- Now settled (see memo in packet under consent)



Background: New site

- Staff and SEH identified and evaluated multiple sites
- Whitaker site found to have potential, so further investigated
- White Bear Township approached about project location; tentatively approved
- SEH completed further investigation and established site feasibility (packet memo)
- Concept draft initiated
- UMN design as framework: Need to meet project performance standards per the approved agreement with the MPCA and design provided by UMN



Background: Grant and project budget

- 319 grant and loan agreement with MPCA was approved by Board in 2019 for completion of meander, sheet pile replacement, and biochar project
- Meander was completed in 2021 and was under budget by \$47,497
- Sheet pile was completed in 2021 and was under budget by \$14,311



Remaining biochar filter costs

- Based on estimates from SEH, project cost ranges for the 3 project implementation components are:
 - Engineering design services: \$27,850.01 (see next slide)
 - Construction: \$70,000 - \$100,000 (including contingency) *
 - Construction observation/inspection: \$8,800 - \$11,300

*May be more/less depending upon possible unforeseen site conditions
- Proposed project budget
 - \$59,175 grant dollars (319 grant)
 - The local match amount needed is included in the overall approved Lambert project budget (given total project is under budget) and is included in the approved VLAWMO 2022 budget for Lambert Creek Subshed (\$80,000)
- Total budget available : \$139,175

SEH scope amendment for engineering design

- Task 1 (**Permitting**): New project site is not under jurisdiction of MN DNR or USACE; will be collaboration and permitting with local entities, including White Bear Township and WCA
- Task 2 (**Final Design**): Design steps expected to be the same at the new project site
- Task 3 (**Plans and Project Specifications**):
No amendments to Task 3 of the original project scope
- Total cost including wetland work: \$2500 plus modeling work for \$600
- Schedule Modifications



Next steps and anticipated schedule

- Continue design with SEH
- Obtain permitting (WCA)
- Secure access with White Bear Township
- Receive completed plans and specs
- Solicit quotes for construction (June Board)
- Evaluate quotes and Board consider construction contract (August Board)
- Construct filter
- Monitor during year following completion

- Anticipated construction schedule: Fall/Winter 2022

Proposed Board action

Proposed motion

- It was moved by _____ and seconded by _____ to approve revised SEH Biochar Project engineering and design scope of work dated Feb. 4, 2022 for the amount of \$34,175.

February 4, 2022

RE: Vadnais Lake Area Water Management
Organization (VLAWMO)
Lambert Lake Improvements Project
SEH No. VADLA 153931 14.00

Phil Belfiori, Administrator
Dawn Tanner, Program Development Coordinator
Brian Corcoran, Water Resources Manager
Vadnais Lake Area Water Management Organization (VLAWMO)
800 East Co. Rd. E
Vadnais Heights, MN 55127

Dear Mr. Belfiori:

Short Elliott Hendrickson Inc. has prepared this letter to identify a change in the scope of the work described in the BioChar Project – Permitting and Final Design Assistance, dated February 15, 2021 and attached to the memo. Details of the scope change are described below.

The scope change is primarily due to a change in project location. The project began as originally scoped with preliminary data collected at the originally identified project site. After reviewing data and collecting additional investigation, it was determined that the originally identified project site would not be a feasible location for the proposed stormwater treatment facility. A new project site was identified thus requiring an amendment to the original project scope.

Task 1: Permitting

Task 1 of the original project scope included time for permitting, as the originally identified project site is under jurisdiction of the Minnesota Department of Natural Resources and the United States Army Corps of Engineers, as well as local entities. The new project site is not expected to be under jurisdiction of the Minnesota Department of Natural Resources or the United States Army Corps of Engineers. There will still be collaboration and permitting with local entities, including White Bear Township.

Due to the jurisdiction of the originally identified project site, the original project scope did not include time for a wetland delineation, however a wetland delineation and delineation report will be required for the new project site. This additional task is estimated at \$2,500.

Task 2: Final Design

Task 2 of the original project scope identified specific final design steps for the originally identified project site. These design steps are expected to be the same with reference to the new project site.

The original project scope did not include time for water quality analysis. VLAWMO has requested that SEH complete a water quality analysis to determine an estimate of phosphorus reduction for the proposed stormwater treatment facility. SEH proposes to complete this analysis using the MIDS software and will provide VLAWMO with the MIDS summary and electronic files. This additional task is estimated at \$600.

Task 3: Plans and Project Specifications

There are no amendments to Task 3 of the original project scope.

Schedule Modifications

The original project schedule was set with the intent for a winter 2021/2022 construction. Construction is now anticipated for winter 2022/2023. The project schedule is anticipated to extend through 2022, with the goal of approval to solicit for quotes occurring at the June VLAWMO Board Meeting and approval for construction at the August VLAWMO Board Meeting.

The original project scope did not include construction observation services or sampling or modelling. This is also not included with the amended project scope. It is expected that construction observation services will be revisited to be discussed at a future board meeting, (approximately held in August of 2022).

The original estimated fee for the work described in the BioChar Project – Permitting and Final Design Assistance, dated February 15, 2021 was \$31,075. SEH is requesting an additional fee of \$3,100 for the scope modifications identified above. To date, \$6,324.99 has been invoiced. The remaining project fees will be reallocated appropriately and used to complete the remaining scope items of the project on an hourly basis and including any expenses and equipment.

Please feel free to contact me with any questions or concerns you may have.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Emily Jennings, PE
Project Manager
(Lic. MN)

Accepted this ____ day of _____, 2022

Vadnais Lake Area Water Management Organization (VLAWMO)

By: _____

Title: _____

EKJ

c: Brad Woznak, Client Service Manager
X:\UZ\WVADLA\159595\1-gen\10-setup-cont\02-contract

In accordance with the Master Agreement for Professional Services between Vadnais Lake Water Management Organization (VLAWMO) ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective February 28, 2019, this Supplemental Letter Agreement dated February 15, 2021 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: BioChar Project – Permitting and Final Design Assistance.

Client's Authorized Representative: Phil Belfiori, Administrator
Address: 800 E County Rd E
Vadnais Heights, Minnesota 55127
Telephone: 651.204.6073 email: Phil.Belfiori@vlawmo.org

Project Manager: Emily Jennings
Address: 3535 Vadnais Center Drive
St. Paul, Minnesota 55110
Telephone: 651.302.7669 email: ejennings@sehinc.com

SEH has prepared a preliminary scope of work and fee estimate for obtaining permits and completing the final design, including plans and specifications, for the Lambert Lake Pond BioChar BMP. The Basic Services to be provided by Consultant:

Task 1. Permitting

Due to the nature of the project location, approvals will be necessary from the Minnesota Department of Natural Resources. Additionally, as permit coverage may be obtained through amending existing permit coverage from the neighboring meander project, approvals from the United States Army Corps of Engineers may also be necessary. Stakeholder coordination is known to require project team collaboration; therefore, this task includes time for 4 team meetings.

It is recognized that VLAWMO staff may be heavily involved in Task 1, therefore we would propose this task on an as-needed basis.

Task 2. Final Design

The preliminary design includes a surface filtration cell that intercepts drainage from the Lambert Lake pond during a high-flow event that causes a 'bounce' within the pond (in exceedance of all existing outlet weirs). The final design tasks include:

- Collecting limited survey data at the BioChar BMP location, including discharge point, to verify surface elevations necessary for constructability. One day of time for a surveyor is included with this proposal.
- Performing a hydraulic analysis of the inflow to the BioChar BMP, including determining the interaction of the Lambert Lake Pond and BioChar BMP proposed inlet location/elevation at select storm events, including the 1-inch, 2-yr, 10-yr, and 100-yr, 24-hr design events.
- Completing a final design BMP layout, including plan view, cross sectional view with media layers, and inlet and outlet elevation/location

The final design task also includes time for 4 design team meetings. This scope assumes that the overall concept developed by the University is a feasible design, as preliminarily verified by SEH through field observations and initial measurements. High-water levels within the Lambert Lake pond will be collected using the VLAWMO XP-SWMM model. Minor modifications to the model will be made to the Lambert Lake Pond node as needed however

it is assumed that no changes up or down-stream of the Lambert Lake Pond node within the model will be necessary.

Task 3. Plans and Project Specifications

Final design plans and project technical specifications will be prepared for construction. We assume a simple bidding process and that this task does not include advertisement for formal bids but rather solicitation for quotes from up to 3 contractors. The plans and project specifications task also includes time for 4 design team meetings.

Construction observation services will be revisited on an as needed basis prior to construction activity. Please note that the above scope does not include any water quality analysis, sampling, or modelling to verify loading or removal rates of pollutants or wetland delineations or WCA permitting.

Schedule: The project schedule will be heavily dependent on the permitting process, which could take up to 4-6 months if USACE permit approvals are needed. We propose to initiate final design survey collection in the spring, when snow and ice melt will allow for visual confirmation of the assumed BMP discharge point, due to the sensitive nature of the vertical allowance. We estimate that Tasks 2 and 3 will take two (2) months to complete, following data collected and clear directive from stakeholder agencies.

Payment: The estimated fee is subject to a not-to-exceed amount of \$31,075 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with the rate schedule attached hereto as Attachment 1.

Tables 1A and 1B, below, is a preliminary cost estimate for the scope outlined above. Please note that costs related to permitting fees are not included in Table 1B. Expenses related to survey equipment is included in Task 2.

Table 1A: Preliminary Cost Estimate

Task 2. Final Design	\$9,535
Task 3. Plans and Project Specifications	\$14,305
Total	\$23,840

Table 2B: Preliminary Cost Estimate for As Needed Basis

Task 1. Permitting	\$7,235
Total	\$7,235

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section I.D.4. DELETE “including charges for expenses and equipment costs then due and all termination expenses.”

Section IV.C.1 DELETE in its entirety and insert the following:

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant’s total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant’s negligence, errors, omissions, strict liability, breach of contract or breach of warranty to the limits of the Consultant’s insurance coverage at no extra expense to the Client.

Short Elliott Hendrickson Inc.

By: 
Robert L. Ellis
Title: Commercial Director

Vadnais Lake Water Management Organization
(VLAWMO)

By: 
Administrator

Exhibit A-1
to Supplemental Letter Agreement
Between Vadnais Lake Area Water Management Organization (VLAWMO) (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 15, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

S:\UZ\WADLA\153931\5-final-dsgn\50-final-dsgn\50-Hydro\UMN Technical Assistance\Scope_Fee Estimate for BioChar Asst

Attachment 1

SEH Hourly Billable Rates – 2021

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$170 - \$270
Project Manager	\$140 - \$240
Senior Project Specialist	\$135 - \$220
Project Specialist	\$100 - \$175
Senior Professional Engineer I	\$115 - \$180
Senior Professional Engineer II	\$140 - \$225
Professional Engineer	\$105 - \$165
Graduate Engineer	\$85 - \$135
Senior Architect	\$125 - \$210
Architect	\$110 - \$150
Graduate Architect	\$85 - \$110
Senior Landscape Architect	\$115 - \$170
Landscape Architect	\$95 - \$125
Graduate Landscape Architect	\$85 - \$100
Senior Scientist	\$130 - \$170
Scientist	\$90 - \$135
Graduate Scientist	\$80 - \$105
Senior Planner	\$130 - \$210
Planner	\$100 - \$150
Graduate Planner	\$90 - \$120
Senior GIS Analyst	\$110 - \$175
GIS Analyst	\$100 - \$120
Project Design Leader	\$120 - \$185
Lead Technician	\$105 - \$170
Senior Technician	\$90 - \$135
Technician	\$65 - \$115
Graphic Designer	\$90 - \$145
Administrative Professional	\$55 - \$130

Classification – Field Staff	Billable Rate ⁽¹⁾
Professional Land Surveyor	\$110 - \$160
Lead Resident Project Representative	\$95 - \$155
Sr. Project Representative	\$90 - \$135
Project Representative	\$75 - \$125
Survey Crew Chief	\$85 - \$135
Survey Instrument Operator	\$60 - \$95

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2021
Expires: December 31, 2021





Building a Better World
for All of Us®

MEMORANDUM

TO: Phil Belfiori, Administrator
VLAWMO

FROM: Emily Jennings, Sr. Water Resources Engineer (Lic. MN)
SEH

DATE: January 21, 2022

RE: Whitaker Pond BMP Retrofit Feasibility
SEH No. VADLA 159595 14.00

Background

The Vadnais Lake Area Water Management Organization (VLAWMO) is pursuing the design and construction of a best management practice (BMP) to treat pollutant loading to Lambert Creek. VLAWMO has consulted with SEH to investigate the option of designing and constructing this BMP as a retrofit to the existing Whitaker Pond, located north of Whitaker Street at the border of White Bear Lake and White Bear Township. The preferred BMP location is on the west side of the pond, just south of the pond forebay, located in White Bear Township, as this location is considered the most minimally invasive location.

Survey data was collected by SEH adjacent to Whitaker Pond, including elevations, locations of major trees, and the waters edge. VLAWMO staff provided a preliminary location of the wetland fringe boundary.

Project Goals

The overall project goal is to treat bacteria pollutant loading to Lambert Creek. The preliminary plan to address the bacteria loading is through a filtration system, of approximately 1,650 square feet, using biochar filtration media. The placement of the BMP should result in minimal loss of existing wetland areas.

Statement of Feasibility

SEH has reviewed the data against the project goals and has determined that the project is feasible to construct. The anticipated BMP location will result in minimal loss of existing wetlands and will require minor grading to tie back into the existing ground surface. An underdrain will be required as part of the project, and although the underdrain is expected to be flatter than recommend by the Minnesota Stormwater Manual, this can be mitigated with additional inspection and cleaning as needed. There is expected to be tree loss as part of the project, however there may be an opportunity to have the contractor minimize tree loss to maximum extent practicable through allowing flexible site access. It is assumed that the pond can be drawn down prior to the anticipated winter construction.

EKJ

c: Jeremy Walgrave, Sr. Water Resources Engineer

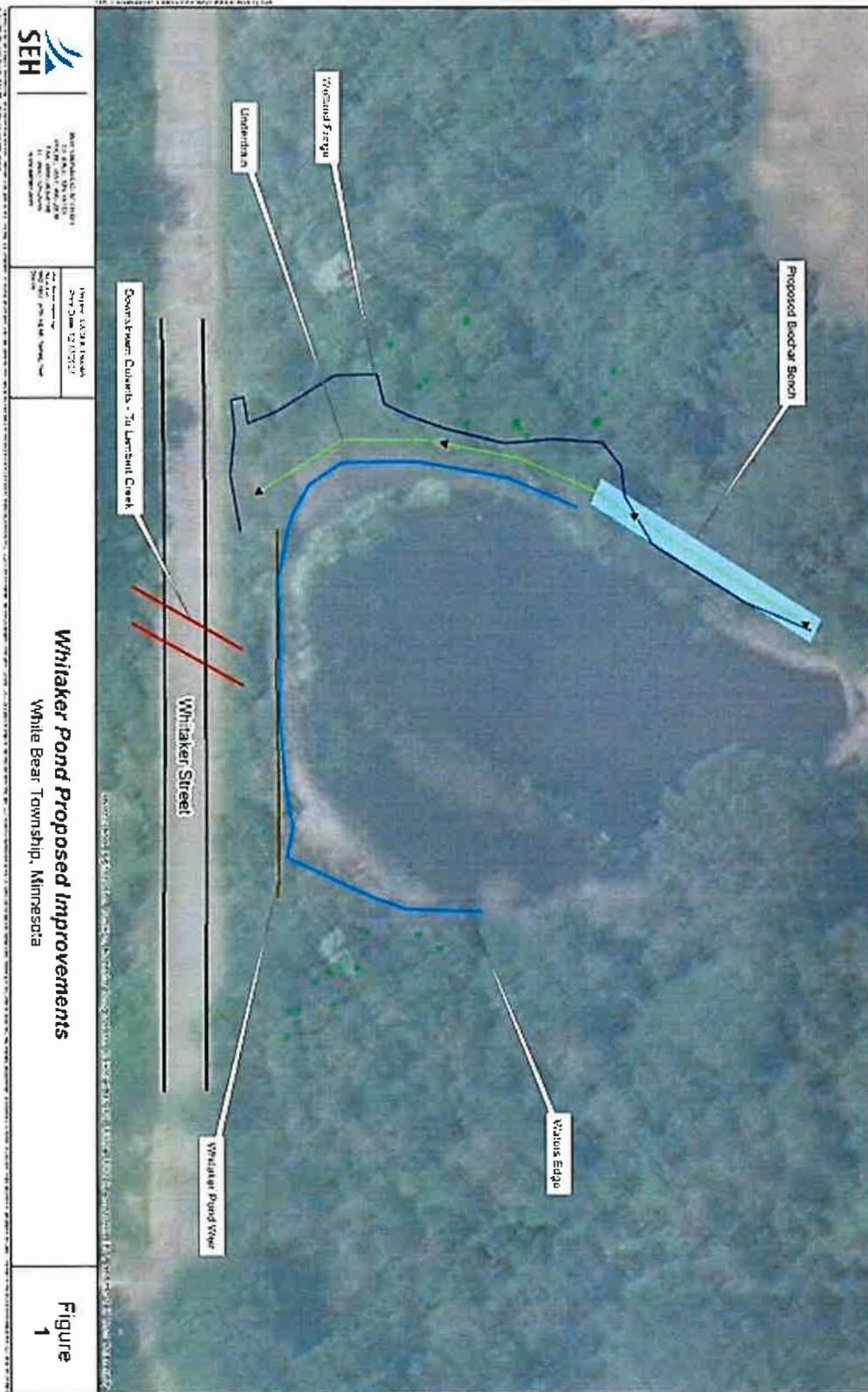
x:\uz\v\vadla\159595\5-final-dsgn\50-final-dsgn\50-hydro\whitaker pond\whitaker pond bmp retrofit feasibility memo.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer





Building a Better World
for All of Us®

MEMORANDUM

TO: Phil Belfiori, Administrator
VLAWMO

FROM: Emily Jennings, Sr. Water Resources Engineer (Lic. MN)
SEH

DATE: January 21, 2022

RE: Whitaker Pond BMP Construction Cost and Observation Estimate
SEH No. VADLA 159595 14.00

Background

The Vadnais Lake Area Water Management Organization (VLAWMO) is pursuing the design and construction of a best management practice (BMP) to treat pollutant loading to Lambert Creek. The BMP is planned to be a filtration system, located adjacent to the west side of the pond, just south of the pond forebay. VLAWMO has consulted with SEH to prepare an estimate of construction costs and construction observation costs for the project.

Estimated Construction Costs

Using MnDOT average bid prices and recent bid prices from comparable projects, SEH prepared a range of estimated costs for the construction of the Whitaker Pond BMP retrofit based on the preliminary design and layout. SEH has estimated the cost of construction to be \$70,000 - \$100,000. Note that these construction costs are subject to change based upon final design.

Estimated Construction Observation Costs

It was assumed that the total project duration will be approximately 40 days with approximately 15 days of construction activities. SEH prepared two estimates for construction observation: one based on less frequent and more 'drop in visits' during critical activities and one based on part-time, daily visits during critical activities. Based on this information, we estimate the range of construction observation costs to be \$8,800 - \$11,300, including expenses.

Critical activities include BMP excavation and installation (including drain tile system) and other site grading. All other activities are assumed to be non-critical. Note that the construction observation cost estimates do not include any staking by SEH, as-built production, or team meetings or presentations. It is assumed that the project will have no more than two pay requests by the contractor and no more than two iterations of punch list item requests.

EKJ

c: Jeremy Walgrave, Sr. Water Resources Engineer

x:\uz\v\vadla\159595\5-final-dsgn\50-final-dsgn\50-hydro\whitaker pond\whitaker pond bmp retrofit construction cost and observation memo.docx