

VLAWMO TECHNICAL COMMISSION MEETING
8:00 AM December 13, 2023

Vadnais Heights City Hall, Council Chambers, 800 County Road E East, Vadnais Heights, MN 55127

Action items: ✈

- I. **Call to Order – 8:00am –Chair Tessier**
- II. **Approval of Agenda**
- III. **Approval of Minutes (November 8, 2023)**
- IV. **Administration & Operations**
 - A. December Financial Report for Payment – Phil ✈ **7**
 - B. December TEC Report to the Board – Phil ✈ **15**
- V. **Programs**
 - A. Awards and Outreach
 - 1. Presentation of Watershed Awards - Nick **16**
 - 2. Update on Education & Outreach 2023 results – Nick **21**
 - B. Cost Share Policy Updates - Lauren ✈ **29**
- VI. **Projects – Dawn**
 - A. Consider contracts/quotes for 2024 ✈ **39**
 - B. Consider recommendation for Tamarack and Wilkinson alum feasibility study and scope of work with Barr Engineering for the bid process, oversight, and inspection ✈ **58**
 - C. Wilkinson deep-water wetland update **18**
 - D. Spent lime demonstration project update **20**
 - E. Comprehensive watershed management plan development update **20**
 - F. Pleasant Lake aquatic vegetation materials **20**
- VII. **Commissioner Reports**
- VIII. **NOHOA**
- IX. **Ramsey Soil & Water Conservation Division**
- X. **St. Paul Regional Water Services**
- XI. **Public Comment**
- XII. **Next Meetings:** TEC: January 11, 2023, Regular Board Meeting: February 22, 2023
- XIII. **Adjourn**

Upcoming Events:

December 7th: Smart Salting for Community Leaders

December 10th: Shared volunteer banquet with Tamarack Nature Center

December 14th: Smart Salting for Property Managers

**Vadnais Lake Area Water Management Organization
Technical Commission (TEC) Minutes
November 8, 2023
Vadnais Heights City Hall, Council Chambers
800 County Road E East, Vadnais Heights, MN 55127**

Commission Members Present:

Gloria Tessier	Gem Lake (GL)
Nick Ousky	Vadnais Heights (VH)
Jami Philip	White Bear Township (WBT)
Terry Huntrods	White Bear Lake (WBL)
Susan Miller	City of North Oaks (NO)
Andy Nelson	City of Lino Lakes (LL)

Absent: None.

Others in attendance: Phil Belfiori, Brian Corcoran, Lauren Sampedro, Dawn Tanner (VLAWMO staff), Rachel Olm (Houston Engineering), Jeremy Erickson (SPRWS)

I. Call to Order

Chair Tessier called the meeting to order at 8:01 am.

II. Approval of Agenda

It was moved by Commissioner Miller and seconded by Commissioner Ousky to approve the November 8, 2023 TEC agenda Vote: all aye. Motion passed.

III. Approval of Minutes (October 11, 2023)

It was moved by Commissioner Huntrods and seconded by Commissioner Miller to approve the October 11th meeting minutes as presented. Vote: all aye. Motion passed.

IV. Administration & Operations

A. Financial Report for November and Authorization for Payment

Administrator Belfiori outlined the November financial report. Highlights included payments related to Minnesota Watersheds lobbying that serves watershed management organizations across the state, lab work for lake and creek sampling, cost share projects, Wilkinson deep water wetland project, Lambert Creek loan, spent lime project, and project maintenance through Natural Shore Technologies. Staff recommends approval of the November financial report and authorization for payment.

It was moved by Commissioner Miller and seconded by Commissioner Huntrods to approve the November financial report and authorize payment. Vote: all aye. Motion passed.

V. Programs

A. Annual Watershed Awards Voting

Administrator Belfiori described the annual watershed awards voting process and the nominations received. One nomination for Kristie Elfering was received for the Watershed Partner award, who is the engineer for NOHOA. Two nominations were received for the Watershed Steward award, which were Carol Nelson with the White Bear Lake Rotary Club and Joe Coyne a North Oaks resident. Administrator Belfiori encouraged TEC members to consider watershed leadership throughout the year and asked if there are any questions about the nominations received. He said the award winners will receive a water drop and have their pictures taken with Board Chair Jim Lindner.

TEC members voted during the meeting and Tanner counted the received votes. Tanner announced the award winners to be Kristie Elfering for Watershed Partner and Carole Nelson for Watershed Steward.

B. SHG 2023-06 Hill Bee Lawn

Sampedro introduced the Soil Health grant application for a conversion of a turf grass lawn into a bee lawn and native plants. She noted that this project is located within the VLAWMO volume reduction priority zone. She described the landowners did site preparation work to remove the lawn and weeds and are proposing to seed the bee lawn this fall. Native plants are also proposed to add to the property for a whole lawn restoration.

Staff recommends approval of the application for \$1,250.

Commissioner Miller asked if the landowners did the landscape preparation work on their own and Sampedro confirmed.

It was moved by Commissioner Miller and seconded by Commissioner Ousky to approve SHG 2023-06. Vote: all aye. Motion passed.

C. Consideration of 2024 Cost Share Program Policy Changes and RCSWCD Design Contract

Sampedro introduced the minor policy changes for three of the cost share programs for 2024; Soil Health, Landscape Level 1, and Landscape Level 2 grant programs. These include adding clarification to the Soil Health grant policy that landowners in and within 500 feet of a priority zone are eligible for priority funding, native trees are eligible on a case-by-case basis if providing pollinator and stormwater benefits, and landowners are eligible to do multi-phased projects for up to three years in a row. For Landscape Level 1 grant program, she proposed the same policy changes as the Soil Health Grant program of adding native trees and multi-phase project eligibility clarification. For the Landscape Level 2 grant program, she proposed adopting by reference the BWSR native vegetation establishment and enhancement guidelines.

Sampedro then highlighted the proposed two-year service agreement renewal with Ramsey County Soil and Water Conservation Division for services primarily for partnership projects through the Landscape Level 2 grant program. The total cost of the contract is \$20,000.

Commissioner Nelson agreed with the native tree policy changes. He also recommended adding a one-page tree guidance document with a species list, planting detail, and size specifications to help applicants and save on staff time.

It was moved by Commissioner Miller and seconded by Commissioner Ousky to approve the 2024 cost share program policies with an added one-page native tree guidance document and the 2024-2025 RCSWCD agreement to the Board of Directors. Vote: All aye. Motion passed.

VI. Projects

A. Consideration Agreement with HEI for VLAWMO Watershed Plan Development Scope of Work and Consider Resolution to Initiate Watershed Planning Process

Administrator Belfiori introduced the comprehensive watershed management plan process that is beginning for the development of a new plan. He said the current plan expires in 2026 and VLAWMO is required to have a 10-year plan by Minnesota state statutes and BWSR rules. He stated the Board, TEC, municipalities, state agencies, and other stakeholders will be involved in the plan process.

Administrator Belfiori said the plan development will be a two-year process and involve updating the VLAWMO JPA. He said staff will be looking for the TEC's assistance with the development of the plan and discussions regarding the JPA.

Tanner introduced the four-phase, 21-step plan development process that watershed districts and watershed management organizations are required to follow. She said it will

be a multi-step process given it is an update to an existing 10-year plan. She highlighted the components of the four plan development phases of: 1) initiating the plan process, which requires a Board resolution stating VLAWMO is starting the update process, 2) drafting the new plan content, 3) formal review of the plan by BWSR and stakeholders, and 4) plan adoption.

Rachel Olm with Houston Engineering (HEI) introduced herself and provided her watershed management plan writing experience. She discussed HEI's proposed role of building off of the VLAWMO 2021 strategic direction process and supporting VLAWMO to ensure the MN Rule 8410 requirements will be met, including being the lead for drafting the plan. Rachel added the plan development process is a great opportunity to review current priorities in the existing watershed management plan and determine if new priorities will be pursued in the future.

Tanner discussed the short-term next steps, starting with consulting with BWSR staff next week. She said staff are also asking the TEC to serve as the plan advisory committee and additional key stakeholders will be invited to participate. She explained the subsequent step of formally notifying entities of the plan update initiation that will occur at the December TEC and Board of Directors meetings. She described HEI's draft scope for assisting with the development of the plan.

Commissioner Miller asked if there are any known major updates or issues that are needed for the new plan. Tanner responded that the project table will need updating with our partners, which will be the most important step. She added staff may also be considering new climate resiliency and equity sections for the plan.

Commissioner Philip motioned and Commissioner Huntrods seconded to approve a recommendation to the Board for VLAWMO to enter into an agreement with HEI for a two-year scope to encompass Plan development and adoption for an anticipated \$140,000-180,000 and requests that the Board authorize a resolution at the December Board meeting to initiate the update process.

B. Wilkinson Update

Tanner provided an update on the Wilkinson project. She said major earthwork mobilization has been completed and HEI staff have continued coordinating on final punchlist items, with a few items remaining before final payments can be made, including water control and vegetation establishment in the spring. She added the Board of Directors approved VLAWMO to partner with Natural Shore Technologies to work on removing invasive vegetation to help facilitate future maintenance, at a cost of ~\$9,000, and that work will likely get underway next week.

C. Spent Lime Update

Tanner provided an update on the spent lime project and stated applications of the spent lime have resumed. She said six applications have been completed total, with three

completed in deep-water areas since the water treatment plant reopened. She added it is unlikely that the project will be fully completed this year due to weather conditions, but she will continue keeping the TEC informed of what has been accomplished on the project.

D. CPL Grant Announcement

Tanner announced VLAWMO was selected for CPL grant funding. She described the project, which will include purchasing native seed for the wooded wetland at the Vadnais Heights City Hall, and adding it after another round of munching by the Munch Bunch to remove more invasive species. She said she appreciates the partnership with the City of Vadnais Heights and thanked them for their support on the grant application.

I. Commissioner Reports

None.

II. NOHOA

None.

III. Ramsey Soil & Water Conservation Division

None.

IV. St. Paul Regional Water Services

None.

V. Public Comment

None.

VI. Next Meetings:

Next TEC meeting December 13th, Next BOD meeting December 13th.

XIII. Adjourn

It was moved by Commissioner Miller and seconded by Commissioner Huntrods to adjourn the meeting at 8:51 am. Vote: all aye. Motion passed.

VLAWMO Finance Summary: December 2023

Dec-23		Actual 12/1/23	Actual to Date	2023 Budget	Carry over from 2022 to 2023	Remaining in Budget	2023 Available	Act vs. Budget
BUDGET #	INCOME							
5.11	Storm Water Utility	\$0	\$592,641	\$1,090,887	\$0	\$498,246	\$1,090,887	54%
5.12	Service Fees	\$0	\$0	\$200	\$0	\$200	\$200	0%
5.13	Interest + mitigation acct	\$3,347	\$45,818	\$1,000	\$0	(\$44,818)	\$1,000	4582%
5.14	Misc. income - WCA admin & other	\$100	\$50,381	\$3,000	\$0	(\$47,381)	\$3,000	1679%
5.15	Other Income Grants/loan	\$0	\$98,037	\$385,284	\$0	\$287,247	\$385,284	25%
5.16	Transfer from reserves	\$0	\$0	\$294,364	\$231,999	\$526,363	\$526,363	0%
	TOTAL	\$3,447	\$786,877	\$1,774,735	\$231,999	\$1,219,857	\$2,006,734	44%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$2,107	\$23,449	\$28,181	\$0	\$4,732	\$28,181	83%
3.120	Information Systems	\$1,439	\$16,987	\$33,300	\$0	\$16,313	\$33,300	51%
3.130	Insurance	\$0	\$10,058	\$7,571	\$0	(\$2,487)	\$7,571	133%
3.141	Consulting - Audit	\$0	\$10,788	\$9,000	\$0	(\$1,788)	\$9,000	120%
3.142	Consulting - Bookkeeping	\$46	\$689	\$1,500	\$0	\$811	\$1,500	46%
3.143	Consulting - Legal	\$0	\$764	\$6,000	\$0	\$5,236	\$6,000	13%
3.144	Consulting - Eng. & Tech.	\$264	\$3,167	\$30,000	\$15,000	\$41,833	\$45,000	7%
3.150	Storm Sewer Utility	\$1,988	\$11,544	\$15,000	\$0	\$3,456	\$15,000	77%
3.160	Training (staff/board)	\$996	\$18,260	\$13,250	\$0	(\$5,010)	\$13,250	138%
3.170	Misc. & mileage	\$611	\$3,589	\$6,300	\$0	\$2,711	\$6,300	57%
3.191	Administration - staff	\$31,403	\$374,949	\$422,353	\$0	\$47,404	\$422,353	89%
3.192	Employer Liability	\$9,892	\$108,866	\$122,428	\$0	\$13,562	\$122,428	89%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analysis	\$0	\$12,989	\$18,000	\$0	\$5,011	\$18,000	72%
3.220	Equipment	\$0	\$965	\$3,000	\$1,000	\$3,035	\$4,000	24%
3.230	Wetland assessment & management	\$0	\$0	\$0	\$10,000	\$10,000	\$10,000	0%
3.240	Watershed planning /special study	\$1,647	\$1,647	\$10,000	\$5,000	\$13,353	\$15,000	11%
3.3	Education and Outreach							
3.310	Public Education	\$0	\$2,359	\$6,000	\$0	\$3,641	\$6,000	39%
3.320	Marketing	\$879	\$15,214	\$15,000	\$9,500	\$9,286	\$24,500	62%
3.330	Community Blue Ed Grant	\$1,725	\$7,526	\$8,000	\$0	\$474	\$8,000	94%
<i>Total Core functions: Ops, Monitoring, Education</i>		\$52,997	\$623,810	\$754,883	\$40,500	\$171,573	\$795,383	78%
Capital Improvement Projects and Programs								
3.4	Subwatershed Activity							
3.410	Gem Lake	\$0	\$0	\$15,000	\$10,000	\$25,000	\$25,000	
3.420	Lambert Creek	\$900	\$27,287	\$55,000	\$0	\$27,713	\$55,000	50%
3.421	Lambert Lake Loan	\$0	\$38,568	\$38,568	\$0	\$0	\$38,568	100%
3.425	Goose Lake	\$2,192	\$33,126	\$92,500	\$0	\$59,374	\$92,500	36%

3.430	Birch Lake	\$14,800	\$16,510	\$20,000	\$0	\$3,490	\$20,000	83%
3.440	Gif Black Tam Wilk Amelia	\$35,997	\$330,980	\$157,500	\$43,000	(\$130,480)	\$200,500	165%
3.450	Pleasant Charley Deep	\$18,580	\$42,040	\$48,000	\$30,000	\$35,960	\$78,000	54%
3.460	Sucker Vadnais	\$6,261	\$13,893	\$35,000	\$28,000	\$49,107	\$63,000	22%
3.48	Programs							
3.480	Soil Health Grant	\$0	\$3,157	\$8,000	\$0	\$4,843	\$8,000	39%
3.481	Landscape 1	\$0	\$15,000	\$30,000	\$6,263	\$21,263	\$36,263	41%
3.482	Landscape 2/BWSR WBF	\$15,000	\$32,129	\$35,000	\$36,636	\$39,507	\$71,636	45%
3.483	Project Research & feasibility	\$0	\$0	\$5,000	\$0	\$5,000	\$5,000	0%
3.485	Facilities Maintenanc/ Pub. Ditch Main.	\$227	\$29,464	\$90,000	\$37,600	\$98,136	\$127,600	23%
3.5	Regulatory							
3.510	Engineer Plan review	\$0	\$0	\$5,000	\$0	\$5,000	\$5,000	0%
	<i>Total CIP & Program</i>	\$93,957	\$582,154	\$634,568	\$191,499	\$243,913	\$826,067	70%
	Total of Core Operations & CIP	\$146,954	\$1,205,964	\$1,389,451	\$231,999	\$415,486	\$1,621,450	74%

Fund Balance	11/1/2023	12/1/2023
4M Account	\$554,673	\$483,013
4M Plus Savings	\$238,045	\$239,094
Total	\$792,718	\$722,107

Restricted funds	12/1/2023
Mitigation Savings	\$21,020
Term Series	\$300,000

Vadnais Lake Area Water Management Organization
Check Detail

1:49 PM

12/05/2023

November 9 through December 13, 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	11/17/2023	Reliance Standard		Checking - 1987		-312.17
				Insurance Benefit		-91.50	91.50
				Insurance Benefit		-220.67	220.67
TOTAL						-312.17	312.17
Check	eft	12/13/2023	US Bank		Checking - 1987		-45.76
				3.142 · Bookkeeping help		-45.76	45.76
TOTAL						-45.76	45.76
Check	5677	12/13/2023	Metro Blooms		Checking - 1987		-1,725.00
				3.330 · Community Blue Education Grant		-1,725.00	1,725.00
TOTAL						-1,725.00	1,725.00
Check	5678	12/13/2023	HDR Engineering, Inc.		Checking - 1987		-857.50
				3.320 · Marketing		-857.50	857.50
TOTAL						-857.50	857.50
Check	5679	12/13/2023	City of Vadnais Heights		Checking - 1987		-2,107.25
				Rent		-1,715.00	1,715.00
				Phone/Internet/Machine Overhead		-305.00	305.00
				Postage		-45.78	45.78
				Copies		-41.47	41.47
TOTAL						-2,107.25	2,107.25
Check	5680	12/13/2023	Ehlers & Associates, Inc.		Checking - 1987		-1,987.50
				3.150 · Storm Sewer Utility		-1,987.50	1,987.50
TOTAL						-1,987.50	1,987.50
Check	5681	12/13/2023	Barr Engineering Co		Checking - 1987		-18,719.16
				3.440 · Gilfillan Black Tamarack Wilkin		-6,431.50	6,431.50
				3.440 · Gilfillan Black Tamarack Wilkin		-7,109.50	7,109.50
				Oak Knoll		-2,192.16	2,192.16
				3.440 · Gilfillan Black Tamarack Wilkin		-2,986.00	2,986.00
TOTAL						-18,719.16	18,719.16
Check	5682	12/13/2023	Brian Corcoran		Checking - 1987		-180.33
				3.170 · Misc. & mileage		-77.29	77.29
				3.485 · Facilities & Maintenance		-103.04	103.04
TOTAL						-180.33	180.33
Check	5683	12/13/2023	Nicholas Voss		Checking - 1987		-43.31

			3.170 · Misc. & mileage	-21.62	21.62
			3.320 · Marketing	-16.26	16.26
			3.320 · Marketing	-5.43	5.43
TOTAL				<u>-43.31</u>	43.31
	Check 5684	12/13/2023 Dawn Tanner	Checking - 1987		-255.63
			3.170 · Misc. & mileage	-255.63	255.63
TOTAL				<u>-255.63</u>	255.63
	Check 5685	12/13/2023 Lauren Sampedro	Checking - 1987		-40.59
			3.170 · Misc. & mileage	-40.59	40.59
TOTAL				<u>-40.59</u>	40.59
	Check 5686	12/13/2023 Phil Belfiori	Checking - 1987		-215.50
			3.170 · Misc. & mileage	-215.50	215.50
TOTAL				<u>-215.50</u>	215.50
	Check 5687	12/13/2023 carp solutions	Checking - 1987		-18,580.00
			3.450 · Pleasant Charley Deep	-18,580.00	18,580.00
TOTAL				<u>-18,580.00</u>	18,580.00
	Check 5688	12/13/2023 Houston Engineering, Inc	Checking - 1987		-11,216.40
			3.240 · Watershed Plan Amendment	-1,646.50	1,646.50
			Wilkinson 319 grant 320705.50	-7,845.25	7,845.25
			Wilkinson 319 grant 320705.50	-1,724.65	1,724.65
TOTAL				<u>-11,216.40</u>	11,216.40
	Check 5689	12/13/2023 SEH	Checking - 1987		-264.47
			3.144 · Eng. & Tech.	-264.47	264.47
TOTAL				<u>-264.47</u>	264.47
	Check 5690	12/13/2023 SRF Consulting Group	Checking - 1987		-6,261.17
			3.460 · Sucker Vadnais	-6,261.17	6,261.17
TOTAL				<u>-6,261.17</u>	6,261.17
	Check 5691	12/13/2023 Sandstrom	Checking - 1987		-900.00
			3.420 · Lambert Creek Restoration	-900.00	900.00
TOTAL				<u>-900.00</u>	900.00
	Check 5692	12/13/2023 Metro - Inet	Checking - 1987		-1,439.00
			IT Support	-1,439.00	1,439.00
TOTAL				<u>-1,439.00</u>	1,439.00
	Check 5693	12/13/2023 Natural Shore Technologies, Inc	Checking - 1987		-19,700.00
			3.430 · Birch Lake	-9,800.00	9,800.00

			Wilk 319 cash match \$182,137	-9,900.00	9,900.00
TOTAL				-19,700.00	19,700.00
	Check 5694	12/13/2023 North Oaks Home Owners Association	Checking - 1987		-15,000.00
			3.482 · Landscape 2	-15,000.00	15,000.00
TOTAL				-15,000.00	15,000.00
	Check 5695	12/13/2023 Kennedy & Graven, Chartered	Checking - 1987		-124.20
			3.485 · Facilities & Maintenance	-124.20	124.20
TOTAL				-124.20	124.20
	Check 5696	12/13/2023 City of White Bear Lake	Checking - 1987		-45,983.40
			payroll	-31,403.26	31,403.26
			Administration FICA	-2,312.60	2,312.60
			Administration PERA	-2,355.24	2,355.24
			Insurance Benefit	-4,867.38	4,867.38
			Admin payroll processing	-44.92	44.92
			3.430 · Birch Lake	-5,000.00	5,000.00
TOTAL				-45,983.40	45,983.40

Vadnais Lake Area Water Management Organizatio
Profit & Loss
November 9 through December 13, 2023

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12/05/2023

Cash Basis

Nov 9 - Dec 13, 23

Ordinary Income/Expense	
Income	
Misc.	100.00
5.1 · Income	
5.13 · Interest	3,347.24
Total 5.1 · Income	<u>3,347.24</u>
Total Income	<u>3,447.24</u>
Gross Profit	<u>3,447.24</u>
Expense	
3.1 · Administrative/Operations	
3.110 · Office	
Copies	41.47
Phone/Internet/Machine Overhead	305.00
Postage	45.78
Rent	1,715.00
Total 3.110 · Office	<u>2,107.25</u>
3.120 · Information Systems	
IT Support	1,439.00
Total 3.120 · Information Systems	<u>1,439.00</u>
3.142 · Bookkeeping help	45.76
3.144 · Eng. & Tech.	264.47
3.150 · Storm Sewer Utility	1,987.50
3.160 · Training (staff/board)	995.98
3.170 · Misc. & mileage	610.63
3.191 · Employee Payroll	
payroll	31,403.26
Total 3.191 · Employee Payroll	<u>31,403.26</u>
3.192 · Employer Liabilities	
Admin payroll processing	44.92
Administration FICA	2,312.60
Administration PERA	2,355.24
Insurance Benefit	5,179.55
Total 3.192 · Employer Liabilities	<u>9,892.31</u>
Total 3.1 · Administrative/Operations	<u>48,746.16</u>
3.2 · Monitoring and Studies	
3.240 · Watershed Plan Amendment	1,646.50
Total 3.2 · Monitoring and Studies	<u>1,646.50</u>
3.3 · Education and Outreach	
3.320 · Marketing	879.19
3.330 · Community Blue Education Grant	1,725.00
Total 3.3 · Education and Outreach	<u>2,604.19</u>
3.4 · Capital Imp. Projects/Programs	

3.420 · Lambert Creek Restoration	900.00
3.425 · Goose Lake	
Oak Knoll	2,192.16
Total 3.425 · Goose Lake	<u>2,192.16</u>
3.430 · Birch Lake	14,800.00
3.440 · Gilfillan Black Tamarack Wilkin	
Wilk 319 cash match \$182,137	9,900.00
Wilkinson 319 grant 320705.50	9,569.90
3.440 · Gilfillan Black Tamarack Wilkin - Other	16,527.00
Total 3.440 · Gilfillan Black Tamarack Wilkin	<u>35,996.90</u>
3.450 · Pleasant Charley Deep	18,580.00
3.460 · Sucker Vadnais	6,261.17
Total 3.4 · Capital Imp. Projects/Programs	<u>78,730.23</u>
3.48 · Programs	
3.482 · Landscape 2	15,000.00
3.485 · Facilities & Maintenance	227.24
Total 3.48 · Programs	<u>15,227.24</u>
Total Expense	<u>146,954.32</u>
Net Ordinary Income	<u>-143,507.08</u>
Net Income	<u><u>-143,507.08</u></u>

Vadnais Lake Area Water Management Organization
Custom Transaction Detail Report
 October 1 through December 1, 2023

1:47 PM

12/05/2023

Accrual Basis

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Oct 1 - Dec 1, 23									
Credit Card Charge	10/02/2023		Google*SVCAPPS_VLAWM		US Bank CC	√ WEB		42.00	42.00
Credit Card Charge	10/04/2023		Hampden Park Coop	mustard Dawn & Zosh	US Bank CC	3.220 · Equipment		10.49	52.49
Credit Card Charge	10/04/2023		Hampden Park Coop	herbs Dawn	US Bank CC	√ 3.220 · Equipment		15.67	68.16
Credit Card Charge	10/04/2023		Ace Hardware	invasive species sampling stuff	US Bank CC	√ 3.485 · Facilities & Maintenance		72.31	140.47
Credit Card Charge	10/09/2023		adobe *photography plan		US Bank CC	√ Software		9.99	150.46
Credit Card Charge	10/17/2023		Prairie Moon Nursery	wilkinson seed	US Bank CC	√ 3.440 · Giffillan Black Tamarack Wilkin		168.00	318.46
Credit Card Charge	10/19/2023		EDCO	watershed award	US Bank CC	√ 3.320 · Marketing		129.15	447.61
Credit Card Charge	10/20/2023		Amazon.com	organizer - lauren	US Bank CC	Supplies		47.98	495.59
Transfer	10/20/2023			Funds Transfer	US Bank CC	√ Checking - 1987		-1,856.92	-1,361.33
Credit Card Charge	10/22/2023		hologram	account refill	US Bank CC	√ 3.210 · Lake & Creek lab analysis		30.00	-1,331.33
Credit Card Charge	10/25/2023		field environmental instruments Inc	pH meter renewal	US Bank CC	√ Oak Knoll		250.00	-1,081.33
Credit Card Charge	10/25/2023		Adobe *Creative Cloud		US Bank CC	√ Software		32.50	-1,048.83
Credit Card Charge	10/26/2023		Prairie Moon Nursery	wilkinson seed	US Bank CC	√ 3.440 · Giffillan Black Tamarack Wilkin		14.40	-1,034.43
Credit Card Charge	11/01/2023		Google*SVCAPPS_VLAWM		US Bank CC	√ WEB		42.00	-992.43
Credit Card Charge	11/15/2023		Eventbrite	phil 2023 MAWD	US Bank CC	3.160 · Training (staff/board)		350.48	-641.95
Credit Card Charge	11/30/2023		Arrowwood Resort & Conference Center	phil MAWD	US Bank CC	3.160 · Training (staff/board)		387.30	-254.65
Credit Card Charge	11/30/2023		Arrowwood Resort & Conference Center	dawn MAWD	US Bank CC	3.160 · Training (staff/board)		258.20	3.55
Oct 1 - Dec 1, 23								3.55	3.55

TEC Report to the Board December 2023

Programs & Projects	Effort Level	Completion Date	Comments													
	LOW															
	MED															
	HIGH															
Projects				Administration & Operation												
E. Vadnais Lake Subwatershed Resiliency Study		Mid 2024	2 stakeholder meetings were held with partners on 9/29 & 11/6 to determine study focus areas and needed survey work. SRF has now completed an existing conditions model for the study area and will present potential bmp opportunities at a stakeholder meeting on 12/11.	Audit		2023	Staff has begun the process of working with CLA on the 2023 Audit.									
Oak Knoll Pond/Wood Lake		2023/24	Project paused due to City of WBL water treatment plant maintenance; Anticipate project update at Feb. 2024 Board meeting	Budget		for 2024 budget	2024 "Working" Budget /2023 carryover budget will be considered at the Dec. 13 Board meeting.									
Public Ditch Maintenance		ongoing	2023 ditch cleaning completed November 17th.	Personnel /HR		ongoing	End of year 2023 staff discussions and reviews are underway.									
MPCA 319 /Wilkinson Lake BMP		2021-24	Construction nearly completed; HEI overseeing punchlist items.	SSU		ongoing	The approved 2024 SSU certifications have been submitted to Anoka and Ramsey County.									
Pleasant Lake Carp Management		2022-28	Fall tasks underway to build a second barrier and implant active transmitters to replace ones that have exceeded battery life and are no longer functioning.	Strategic /watershed planning		2023-2025	Scope of work for development of 10 year watershed plan and resolution initiating planning process considered at Dec. 13 Board meeting.									
Programs				FINANCIAL SUMMARY as of 12/1/2023 <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 33%;"></th> <th style="width: 33%;"></th> <th style="width: 33%;"></th> </tr> </thead> <tbody> <tr> <td>4M Account (1.10)</td> <td>4M Plus (1.23)</td> <td>Total</td> </tr> <tr> <td style="text-align: right;">\$483,013</td> <td style="text-align: right;">\$239,094</td> <td style="text-align: right;">\$722,107</td> </tr> </tbody> </table>							4M Account (1.10)	4M Plus (1.23)	Total	\$483,013	\$239,094	\$722,107
4M Account (1.10)	4M Plus (1.23)	Total														
\$483,013	\$239,094	\$722,107														
City/Township MS4		Dec	Documentation of 2023 initiatives summary. Smart Salting December workshops: Dec 7 (community leaders), 14th (property management)													
Education/Outreach		Dec	Documentation of 2023 Education and Outreach activities. Administer annual watershed awards.													
Website		Dec-April	Website renovation in final stage of developing content.													
WAV		Dec	WAV banquet with Tamarack Nature Center December 10th, 2023.													
Cost Share & BWSR WBIF		ongoing	Site visits coming to an end for the season and a few 2023 projects are getting closed out. Minor updates to the cost share program policies and renewal of the Ramsey County SWCD design services contract are underway consistent with the TEC's action on 11/8. Continuing to work on projects for the BWSR WBIF grant program with partners, such as a potential raingarden at Elmwood Park in Vadnais Heights and potential raingardens in the Birch Lake subwatershed.													
GIS		ongoing	Working on maps for the website renovation, updating the online GIS viewer as needed.													
Monitoring		ongoing	2023 season complete, end of year reports started													
WCA		ongoing	Administering WCA as needed.													

Budget Summary	Actual Expense YTD	2023 Budget "working"	Remaining in Budget	% YTD
Operations	\$623,810	\$795,383	\$171,573	78%
CIP	\$582,154	\$826,067	\$243,913	70%
Total	\$1,205,964	\$1,621,450	\$415,486	74%

December TEC: Staff Memo

IV. Administration & Operations

A. Financial Report for December and Authorization for Payment

Please find the December financial report and authorization to pay bills in the ePacket for review and approval.

B. December TEC Report to the Board

Please find the December TEC report to the Board attached in the ePacket for review and approval.

V. Programs

A. Awards and Outreach

1. Presentation of Watershed Awards

Voss will present photos of this year's award recipients with a final congratulations and description of how VLAWMO will communicate these success stories to the public.

2. Update on Education & Outreach 2023 Results

Voss will provide a description of the 2023 education and outreach summary as provided in the packet. The two documents included in this month's packet include the 2023 raw numbers based on the Education and Outreach Plan 2023 goals, and the 2023 evaluation summary chart.

B. Cost Share Policy Updates

After the TEC's approval of the proposed 2024 cost share program policy changes at the November 8th TEC meeting, staff updated the Soil Health Grant and Landscape Level 1 Grant program policies with additional language regarding native plant and tree selection and created a tree guidance document with assistance from a few City partners and in consultation with the DNR. No additional changes were made to the Landscape Level 2 Grant policy. In the TEC packet are the attached final proposed 2024 program materials for the Soil Health, Landscape Level 1, and Landscape Level 2 grant programs and the new tree guidance document.

Requested action: Staff recommend the TEC recommends approval of the 2024 cost share program policy updates and implementation of the tree guidance document as included in the TEC meeting packet to the Board of Directors.

VI. Projects

A. Consider contracts/quotes for 2024

VLAWMO staff have worked with consultants for ongoing project work and maintenance. Work with these consultants in previous years has been successful and achieved the stated goals and results for their work with VLAWMO.

Attachments are included with this agenda item with a request to approve the batch of ongoing contracts for:

Contract	Total Amount in 2024
----------	----------------------

Ramsey County Soil and Water Conservation Division Lake Surveys	\$3,350-\$4,310
Natural Shore Technologies Restoration and Project Site Maintenance	\$15,400
Sandstrom Land Management Biochar Filter Maintenance	\$2,100 + \$75 per hour if additional work is requested by VLAWMO
Munch Bunch VH City Hall Wooded Wetland Restoration	\$5,760 VLAWMO contribution (with \$5,760 City of VH contribution)
Carp Solutions Invasive Common Carp Removal	\$39,580 (consistent with Pleasant subwatershed budget)

Requested Action: VLAWMO staff request that the TEC recommend Board approval of the batch of contracts provided in the packet with dollar amounts summarized in the table above with: RCSWCD, NST, Sandstrom Land Management, the Munch Bunch, and Carp Solutions.

B. Consider recommendation for Tamarack and Wilkinson alum feasibility study and scope of work with Barr Engineering for the bid process, oversight, and inspection

As approved by the Board for 2023, VLAWMO staff worked with Barr Engineering with grant support from Ramsey County Soil and Water Conservation Division (from RCSWCD’s BWSR grant funding), to complete a feasibility study for alum treatments in Tamarack and Wilkinson Lakes. Both lakes are impaired for nutrients. Tamarack Lake has had extensive restoration work completed by Ramsey County Park to support the lake. Wilkinson Lake has been the focus of VLAWMO and partner efforts as part of the small, priority watershed grant program. Both lakes are priorities as part of the small, priority watershed program.

The completed feasibility is linked here: https://www.vlawmo.org/index.php/download_file/4748/

The scope of work for Barr Engineering to complete the bid process and conduct engineering oversight and inspection of the project is also linked above.

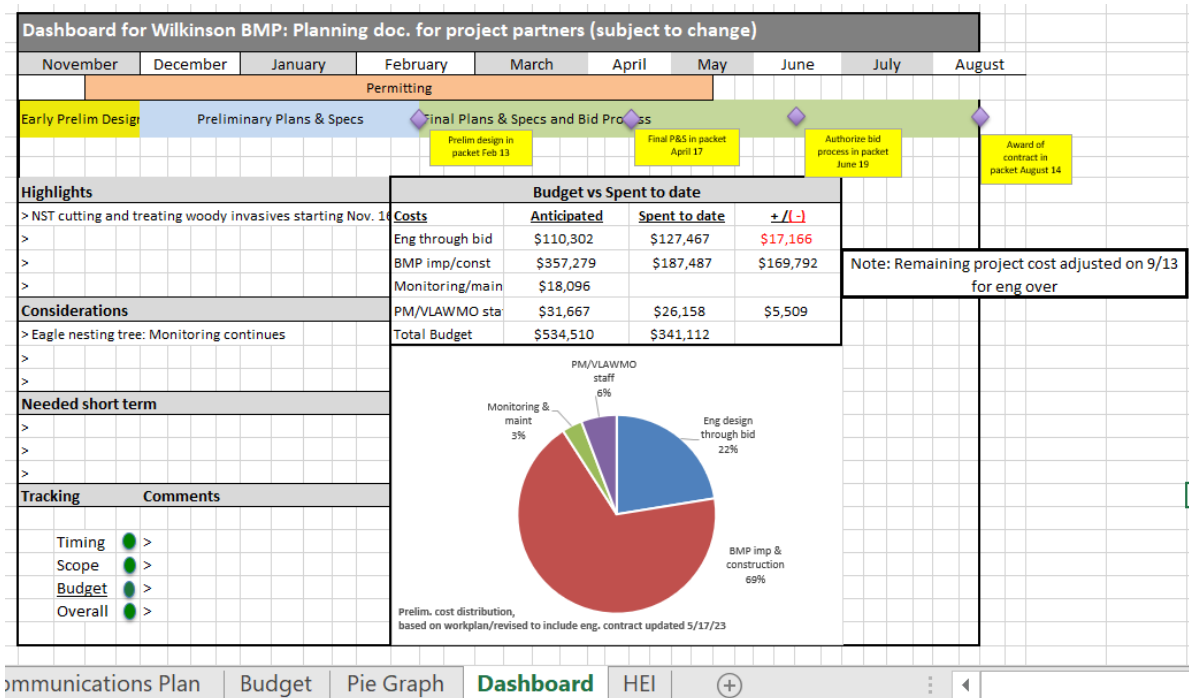
Staff will present a Powerpoint summarizing the study and scope of work on the day of the December 13th TEC meeting.

Requested action: VLAWMO staff request a TEC recommendation to the Board for approval and authorization to finalize the Tamarack and Wilkinson alum feasibility study by Barr Engineering and authorize the engineering scope of services from Barr Engineering for the bid process through oversight and inspection with a 15% contingency.

C. Wilkinson deep-water wetland update

Natural Shore Technologies (NST) has completed woody invasive species removal as described in the November TEC packet. At the time of packet preparation, NOC staff are working on removal of the buckthorn that was cut, treated, and piled by NST. That removal will be completed by the time of the December TEC meeting. The partnership effort went smoothly, and VLAWMO appreciates the involvement and support of partners.

The current project dashboard is shown below:



Photos from the buckthorn removal are shown on the next page.

<p>Buckthorn removal (pre)</p> 	<p>Buckthorn removal (post)</p> 
<p>Buckthorn piles for removal</p> 	<p>NOC staff consolidating piles</p> 
<p>Buckthorn piles staged for removal along the ditch</p> 	<p>Project site with islands clearly visible</p> 

D. Spent Lime Demonstration Project Update

A total of 7 loads of spent lime were applied to Oak Knoll Pond during late summer/fall 2023. It is expected that the project is completed for 2023, as that the temperatures have dropped consistently below freezing.

E. Comprehensive watershed management plan development update

VLAWMO staff met with BWSR on November 16 and received support and feedback on the Comprehensive Watershed Management Plan update process. Feedback will be incorporated into the process plan.

TEC and Subcommittee recommendations are being presented to the Board, as described at the November TEC meeting, at the December 13 Board meeting.

F. Pleasant Lake aquatic vegetation materials

VLAWMO staff have been working with St. Paul Regional Water Services and NOHOA to provide information about relationships between healthy native aquatic vegetation and water quality. That effort has included 3 articles submitted in a series to North Oaks News (2 published and a 3rd that is in draft for an upcoming issue) and 2 fairly large educational signs intended for install at the North Oaks Pleasant Lake beach area.

The educational signs have been approved in concept by NOHOA and will need to be presented in draft for formal approval prior to installation. Drafts will be provided in an upcoming packet for TEC review and as an opportunity comment prior to submission to NOHOA. The goal for installation is spring 2024.

Evaluation of 2023 goals and how they brought about the Education and Outreach Plan (EOP) Desired Outcomes

EOP Desired Outcomes

	1: Complete capital improvement campaigns	2: Confirm MS4 partners are using VLAWMO MS4 resources, striving to improve programs.	3: Maintain active, relevant outreach, participates with cost-share and volunteer programs.	4: Witness a citizenry that grapples with the complexity of nat resource management, advocates for solutions.	5: Observe residents educating and being educated by their peers.	6: Observe citizens demonstrating watershed protection behaviors.
Capital Improvement Campaign: Wilkinson Deep-Water Wetland	Articles (4), webpage, social media		Public presentation (15 participants)			
Capital Improvement Campaign: Studies, BMPs, Ditch Maint	Ditch inspection drone video, maintenance mailings (40)	North Oaks entrance raingarden through cost-share grant program.	Vadnais-Sucker Park habitat restoration, website renovation in progress . Spent lime public presentation (20)	Event participants into cost-share participants (8). Spent Lime study property easements (10)	Cost-share participants participated and contributed to education events (7)	4 Lawns to Legumes participants, 6 public raingardens adopted
1. VLAWMO will support partner Cities and Townships in making progress in MS4's		VH raingarden staff training (10). Good Neighbor Guide distribution (150) MCM #1, IDDE pre-written newsletter text MCM #3 ,MS4 permit consultations (2)	Infographic distribution (7), MS4 email blasts (3), WBL + VH street renovations with BMP promo	WBT yard waste mailer, Adopt-a-Raingarden promo (15 participants), Smart salting workshops (2) MCM #6	WBT + VH smart irrigation campaign	Illicit discharge reports from public: VH, WBT, WBL MCM #3
2: Community members utilize watershed knowledge to act on watershed issues with help from VLAWMO's tools and resources		Adopt-a-raingarden volunteer training MCM #2 (1)	"Lake Care Weekend" adopt-a-drain promo (7 participants)	Jr Watershed Explorer booklet completions (6). Adopt-a-Raingarden (15 participants)	Neighborhood tours (6 resident host sites)	Neighborhood tours (24 participants) 50 adopt-a-drain adoptions,
3: Community members are educated on VLAWMO water issues and projects	5.7 website visits, 727 social media followers, 53 new email subscriptions, monthly e-newsletter March-October + "winter" edition	92 participants at all education efforts MCM #1	Native plant webinar (20 participants) BlueThumb Turf Alternatives (8 participants) , Raingardens 101 (6)	Westfield Park bioswale kick-off (18 participants). VH Green Team adopt-a-drain partnership (10 volunteers)	Winter seed sowing (24 participants)	White Bear Methodist presentation into cost-share participants (1)
4: Coordinate an active volunteer base that learns and leads	350 documented volunteer hours		Night to Unite education effort (1 volunteer)	Purple loosestrife beetle rearing (1 MN Water Steward). Macroinvertebrate monitoring (3 volunteers) AIS monitoring (2 vol)	Winter seed sowing (1 volunteer) VH Heritage Days (2 volunteers) "Soil your undies" campaign (2 volunteers)	Eagle Scout public raingarden renovation (1) Earth Day clean-up (4 volunteers)
5: Watershed communications are accountable and active in the community	TEC and Board meeting agenda, packet, and minutes dispersal. Website maintenance with news and project conveyance	MS4 email blasts (3)	WBL Marketfest, WB Township Day, 10 newspaper publications	Memberships with BlueThumb and Watershed Partners, Friends of the Mississippi youth program	North Oaks Earth Day, Summer Fest info dispersal	City newsletter contributions: VH, Gem Lake, WBL
6: Schools have established and maintained stormwater BMP's integrated with watershed education efforts		Vadnais Heights Elementary, Lakeaires public raingarden maintained, school district support	Junior Watershed Explorer dispersed in District 624 "Digital Backpack" (1)	Birch Lake Elementary 4-day programming (300 students)	Volunteer support for school program (10 volunteers)	AFSA service day raingarden maintenance (1) White Bear Rotary partnership continue student engagement post-program (1)
7: An appreciation of natural resources...fosters ecological awareness, participation			Remote camera photo distribution, wildlife story maps	Volunteer photo submissions for educational use (2) . White Bear Lake Water Levels discussion with City partners (12)	Neighborhood spotlight publications showcasing watershed landscaping (4)	Watershed behavior submission: Sweeping sediment (1)
8. Key personnel (BOD, TEC, WAV) have continued to advance their knowledge of water and related natural resources	90% TEC/BOD attendance at VLAWMO 40th anniversary event. VLAWMO 40 year website and video recording		1 Board member initiated new public BMP . Board event support at WB Township Day.	Climate change in MN presentations (2)		TEC Chair participation in Adopt-a-Raingarden

EOP Goals

2023 Education and Outreach: Raw Numbers

Wilkinson Deep-Water Wetland Restoration (Wilkinson BMP)

- Articles submitted:
 - North Oaks News publications: March, April, August, October
- Webpage result: <https://www.vlawmo.org/projects/maps/project-map/wilkinson-bmp-and-restoration/>
- Public presentation: March 22nd
- Social media posts: October 6th

Watershed Admin and BMPs

- North Oaks Entrance Raingarden social media: July 26. Website: <https://www.vlawmo.org/projects/maps/project-map/north-oaks-entrance-raingarden1/>
- Vadnais-Sucker Park Restoration: Interpretive signage series, public walking tour, webpage: <https://www.vlawmo.org/projects/maps/project-map/vadnais-sucker-park-habitat-restoration/>
- West Vadnais boundary change N/A.
- VLAWMO website renovation initiated, expected completion in 2024.

Ditch Maintenance Communication and Floodplain Education

- Drone ditch flyover video promoted winter 2023.
- Ditch maintenance mailing update to adjacent residents: 40 mailings. November, 2023.

Goals:

1) MS4 Programming

- Partnership needs assessment: Continued from 2022
- Minimum Control Measure #1:
 - Infographic distribution:
 - Help out in a Drought, Water conservation and irrigation, construction stormwater BMPs flyer, grass clippings mailing slip, pet waste flyer, pool drainage guide, smart salting flyer
 - MS4 email distribution: Feb, March, July.
 - Water conservation and irrigation watershed-wide campaign: Press release, website, social media. July 19th.
 - Good Neighbor Guide: All cities, comprehensive residential watershed education booklet. 150 copies distributed.
 - Junior Watershed Explorer: All cities distributed, 6 completed explorer booklets.
 - Informational booths facilitated:
 - White Bear Lake (July 26th, MarketFest) North Oaks (April 22nd, Earth Day, June 3rd Summer Fest) White Bear Township (Sept 16th White Bear Township Day) Vadnais Heights (August 5th, Heritage Days)
- Minimum Control Measure #2:
 - Vadnais Heights Green Team stormdrain cleaning and adopt-a-drain promotion (VLAWMO partnership): October 14th. 10 participants

- Adopt-a-Raingarden promo: City of Vadnais Heights, June September 3rd. 3 new Adopt-a-Raingarden volunteers. 15 participants.
- Street renovation and raingarden promotion partnerships:
 - City of White Bear Lake (June)
 - City of Vadnais Heights (December)
- Adopt-a-Raingarden volunteer training: August 11th
- “Lake Care Weekend” Adopt-a-Drain blitz promo: October 21. White Bear Lake, Vadnais Heights, White Bear Township, and Gem Lake participation. 7 reported participants.
- Macroinvertebrate monitoring for water quality: City of North Oaks. 1 volunteer.
- Native Plant walking tour: August 9th: 3 participants
- Planting/Landscaping webinar: August 11th: 20 participants
- Winter seed sowing workshop: February 23rd 24 participants
- BlueThumb workshops:
 - Turf alternatives: March 30th. 8 participants.
- Minimum Control Measure #3:
 - Illicit Discharge pre-written newsletter text: Distribution March 2023.
- Minimum Control Measure #6:
 - Smart Salting for Community Leaders workshop: Dec 7th 10 RSVPs.
 - Smart Salting for Property Managers workshop: Dec 14th 8 RSVPs.
 - Raingarden maintenance training: City of Vadnais Heights, June 8th. 10 staff participants.
 - White Bear Township MS4 utility mailer: Grass clippings info: March 10th
 - White Bear Township MS4 permit consultation: March 22nd
 - White Bear Township yard waste communications: May 17
 - Lino Lakes yard waste/MS4 outreach in City newsletter: August 9th
- MS4 Maps: Transitioned to City contractors due to VLAWMO staff turnover
- Report completion: December 13th, 2023 TEC and Board.

2) Community members utilize watershed knowledge to act on watershed issues with help from VLAWMO’s tools and resources.

- Workshops completed:
 - Raingardens 101: April 20th 6 participants
 - Native Plant walking tour: August 9th: 3 participants
 - Planting/Landscaping webinar: August 11th: 18 participants
 - Winter seed sowing workshop: February 23rd 24 participants
 - BlueThumb workshops:
 - Turf alternatives: March 30th. 8 participants.
- Cost-share promotional:
 - Grant program open house: March 23rd 10 participants
 - Raingarden cost-share tour series: June 29th, August 17th . 16th participants.
- Monthly watershed stewardship activities on website calendar, social media, and newsletters: March-November.

3) Community members are educated on VLAWMO issues and projects

- Events attended:
 - White Bear Lake (July 26th, MarketFest)
 - North Oaks (April 22nd, Earth Day, June 3rd Summer Fest)
 - White Bear Township (Sept 16th White Bear Township Day)
 - Vadnais Heights (August 5th, Heritage Days)
 - All cities: Landscape Revival native plant sale: June 10th
- Project and campaign promotion:
 - Vadnais Heights bioswale kick-off event: August 3rd , 20 participants.
 - White Bear Lake spent lime study results presentation: Feb 1st, 20 participants
 - White Bear Lake water levels discussion participation: Feb 8th, 12 participants
 - City of North Oaks Wilkinson Lake Deep-water Wetland project community presentation: March 22nd, 15 participants
 - City of North Oaks Common Carp management presentation: April 11th, 15 participants
 - Groundwater and smart irrigation campaign: June-August
 - VLAWMO 40th anniversary campaign and celebration event: August 24th, 50 participants
 - White Bear Lake and Ramsey County partnership: Otter Lake Road vegetated swale custom mailing. July, 30 properties.
 - Pleasant Lake vegetation campaign: North Oaks news publications and website posting: September, November
 - Annual Watershed Awards announcement of annual winners: December 13th, 2023

4) Coordinate an active volunteer base that learns and leads

- Watershed Action Volunteer meetings held:
 - March 7th, October 10th
- Volunteer recruitment:
 - Eagle Scout Jordan Erwin
 - Minnesota Water Steward Megan Sigmon-Olsen
 - Macroinvertebrates volunteer Erika Turkington
 - Aquatic Invasive Species monitoring: Tom Breviu
- Volunteer projects:
 - Earth day clean-up: April 15th
 - Macroinvertebrate monitoring:
 - North Oaks Charley Channel – Erika Turkington, July
 - Lambert Creek – Ceci and Ed (sample lost due to weather), June
 - Cost-share neighborhood tour leadership: 2 volunteers led
 - June 29th, August 9th
 - Vadnais Heights Heritage Days: 2 volunteers
 - Westfield Park bioswale kick-off event: 2 volunteers

- Winter Seed Sowing workshop: 1 MN Water Steward
- Birch Lake Elementary school presentation support
 - White Bear Lake Rotary Club partnership: 10 volunteers
- Adopt-a-Raingarden:
 - White Bear Historic Town Hall native planting: Gloria Tessier
 - Bridgewood Raingarden Vadnais Heights
 - Westfield Park Bioswale Vadnais Heights
 - Vadnais Heights Elementary raingarden
 - Vadnais Heights Fire Department raingarden
- Aquatic Invasive Species monitoring: Susan Miller, Darren McGann
- Education support: “Soil your undies” soil health awareness campaign
- University of Minnesota Community-Engaged Learners partnership: 4 students, 100 hours

5) Watershed communications are accountable and active in the community

- Monthly TEC meetings and bi-monthly Board meeting agendas, packets, and minutes posted at vlawmo.org.
- Each municipality successfully reached through VLAWMO newsletter and partnership with City/Township newsletter entries.
- Lino Lakes hardcopy mailing unsuccessful in 2023.
- 10 newspaper articles published
 - Vadnais/Sucker Park habitat restoration: WB Press, March
 - VT/WBT Smart Irrigation spotlight: WB Press, July
 - Westfield Bioswale kick-off event: WB Press, July
 - White Bear Lake Historical Society Neighborhood Spotlight: September
 - Wilkinson Deep-Water Wetland: North Oaks News, March, April, August, October
 - Pleasant Lake vegetation: North Oaks News, September, November
- Outreach and participation completed with VHDEC Partners for Good, WBL Many Faces, White Bear Lake Historical Society, and White Bear Center for the Arts.
- Memberships continued with Metro Watershed Partners and BlueThumb including steering committees, new engagement with Friends of the Mississippi summer youth mentorship.

6) Schools have established and maintained stormwater BMPs integrated with watershed education efforts.

- AFSA High School service day for raingarden maintenance, Vadnais Heights Fire Dept raingarden: May 26th
- Junior Watershed Explorer booklet dispersed in White Bear Lake School District 624 “Digital Backpack” to all schools in district: April
- 4 day-long school visits to Birch Lake Elementary in conjunction with VLAWMO cost-share habitat restoration at Birch Lake Rotary Wetland preserve. All students (300) in school reached and participated. VLAWMO macroinvertebrates curriculum utilized in addition to “A Tale of 3 Tails” story time activity. May 16, 17, 23, 24

7) An appreciation of natural resources is established in the community, fostering ecological awareness, participation, and a sense of place.

- Remote camera photo distribution on social media: August 4, October 10th. Remote camera photos utilized in Birch Lake Elementary school visits May, 2023.
- Sunrise/sunset scenic photos from volunteer received November 28th, 2023.
- Wildlife photo bundle from volunteers utilized in annual reports, social media, and e-newsletters.
- Watershed behaviors demonstration photo received September 7th, demonstration of sweeping sediment off of a sidewalk to prevent sedimentation in stormwater runoff.
- Existing wetland wildlife, frog and toad story maps continued in 2023, publically available.
- Neighborhood spotlight articles published:
 - White Bear Lake Area Historical Society (Native planting): September
 - Karen Suzukamo (Fescue lawn, raingarden): August
 - Smith Family (Bee lawn): October
 - Green Family (Fescue lawn, raingarden): July
- LeafPack macroinvertebrate monitoring continues in 2023. Picture Post phenology website has been discontinued.

8) Key personnel have continued to advance their knowledge of water and related natural resources.

- Local leadership and participation: VLAWMO Board member Dan Jones helped initiate a cost-share program at White Bear Lake Historical Society Town Hall in White Bear Township. Native Planting completed in 2022 and maintained for its first season in 2023. VLAWMO TEC chair Gloria Tessier volunteers to maintain the planting.
- Climate change in Minnesota presentations to VLAWMO TEC: April, September
- VLAWMO 40th Anniversary Celebration was accompanied by a summary history timeline of VLAWMO's milestones, including context on the purpose and challenges of major projects from 1983 today. 90% of TEC and Board attendance at August 26th celebration event, including a summary video with participation from VLAWMO Board chair Jim Lindner. August celebration event included partnership with Ramsey County Soil and Water Conservation Division (RCSWCD) adding further depth and exposure to the history of local water and natural resource management.

Community Blue Grants

- 1 grant completed in 2023
 - Rice Lake loosestrife beetle rearing and release: MN Water Steward Capstone

Measurable Outcomes:

1. Adopt-a-Drain: Observe a minimum of 50 new drain adoptions, exceed 20 reported volunteer hours, maintain 20 active annual volunteers and achieve 50 lbs of debris collected and reported by adopt-a-drain volunteers.

50 drain adoptions in 2023, 30 estimated volunteer hours, 250+ reported lbs of debris cleaned

2. Grow email subscriptions by 75 people annually.

53 email subscriptions

3. Achieve 10,000 website visits annually.

5.7K web visits in 2023

4. 50 new social media followers annually.

28 new social media followers. Current: 727

5. Minimum of four publications annually.

Exceeded – 10+ newspaper publications.

6. Reach 4 classrooms (90-100 students) annually through school programs or use of VLAWMO web resources.

300 students, 12 classrooms reached at Birch Lake Elementary.

7. A reported increase in Tblisi education categories: Knowledge, awareness, attitude, skills, and behavior. Increases in each category as a result of VLAWMO workshop or tour survey, or annual end-of-year survey.

N/A

8. Monthly phenology posts made at each picture post

Picture post website discontinued

9. A minimum of 50 watershed residents attending VLAWMO workshops, open houses, and tours annually.

Exceeded – 92 attendees at all VLAWMO education and outreach events in 2023.

10. A minimum of 5 VLAWMO event participants from the past two years will participate in a VLAWMO cost-share or soil health grant.

8 event participants also became cost-share grant participants.

11. A minimum of 3 VLAWMO cost-share participants from the past two years will also participate in education and outreach through a spotlight article, watershed tour event, or volunteering with VLAWMO.

7 cost-share participants also participated in education and outreach initiatives and activities.

12. A minimum of 2 Lawns to Legumes applications in the watershed annually.

4 documented Lawns to Legumes participants in the watershed in 2023.

13. At least 5 public raingardens are adopted and annually maintained by volunteers under Adopt-a-Raingarden.

6 raingardens adopted and annually maintained under Adopt-a-Raingarden.

1. Vadnais Heights Elementary
2. Vadnais Heights Fire Dept
3. Bridgewood Raingarden
4. Westfield Park Bioswale
5. White Bear Town Hall Pollinator Garden
6. Gem Lake City Hall

14. Achieve over 500 reported volunteer hours through volunteer opportunities.

350 volunteer hours reported.

15. A minimum of 5 volunteers will act as educators to their local citizen peers annually.

4 volunteers fulfilled this role.

16. A minimum of 3 volunteer efforts completed annually, at least 25 participants across all activities.

5 volunteer efforts completed, 30 participants across all activities.

17. One or more trained AIS volunteers will report and monitor at least once on each lake in VLAWMO annually.

No reports received from AIS volunteers in 2023.

18. At least 2 schools each year will schedule and complete raingarden maintenance with or without VLAWMO assistance.

2 - Vadnais Heights Elementary, Lakeaires Elementary

19. A minimum of one engagement annually with a resident in Lino Lakes portion of the watershed.

Incomplete.

20. TEC and BOD quorum met at each meeting.

Complete.

21. If cost-share best management practices are successfully installed as a result of education and outreach efforts, VLAWMO will report these as supplementary measurable outcomes.

No known practices reported from annual survey results.

Soil Health Grant Policy

The Soil Health Grant Program is a reimbursement program to help landowners install small-scale practices that improve water quality and soil health within the VLAWMO watershed. Applicants may apply for 75% of the project cost, up to a maximum of \$1,000. An applicant may apply for up to \$1,250 if located in or within 500 ft. of a [VLAWMO priority area](#).



Eligible Projects:

- Native plantings & pollinator gardens
- Turf grass replacement and pollinator-friendly yards (i.e. bee lawns)
- Downspout or small-scale yard raingardens
- Buffer strips
- Erosion control or stabilization

There are more living organisms in 1 Tbsp of soil than there are people on earth.

Ineligible Projects:

- Non-native plant landscaping, decorative, or recreational projects
- Retaining walls
- Chemical treatment of aquatic vegetation
- Projects that have received funding from other VLAWMO grant programs in the same year
- Maintenance of awarded grant projects



Soil Health Grant Process:

Soil Health Grant funding is available to landowners within the VLAWMO boundary. The grant program operates on a first-come, first-served basis. Applications must be submitted by the 4th Friday of the month for review and potential consideration at VLAWMO's Technical Commission (TEC) meetings.

1. Contact staff to schedule a site visit of your property and discuss your proposed project before submittal of a grant application.
2. Complete a grant application and submit to staff listed on the grant application.
3. VLAWMO will review application and confirm completeness.
4. Complete applications will be presented at the next VLAWMO TEC meeting per its meeting schedule.
5. VLAWMO will notify applicant of application status and next steps.

It takes at least 500 years to form 1" of topsoil.

Program Details: Planning for Success

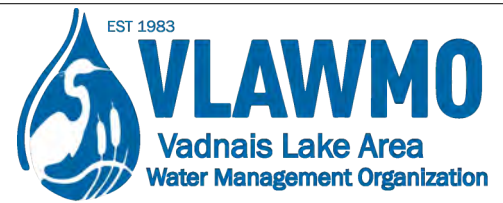
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Start & Finish</p>	<ul style="list-style-type: none"> • Projects started prior to VLAWMO approval are not eligible. A grant application must be approved for funding, and the grant agreement must be signed by the applicant and VLAWMO prior to starting work. • Changes to the project after grant approval may not be made without VLAWMO approval. • Eligible project costs are those only directly related to installing the proposed project such as plants, erosion control materials, mulch, drainage structures, and rented equipment. Purchased tools and equipment are not eligible. Eligibility of materials is subject to VLAWMO approval. • Grant awards will expire within 1 year of grant approval unless the project is extended with VLAWMO approval. • Landowners are limited to 1 grant application every other year unless a single project must be completed in phases (up to 3 years) and approved by VLAWMO. • Grantee must agree to maintain the project for at least 5 years. The site may be inspected by VLAWMO staff to ensure compliance.
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Labor & Plant Specifics</p>	<ul style="list-style-type: none"> • Eligible labor costs must be those associated with a landscaper/contractor subject to approval by VLAWMO staff. VLAWMO reserves the right to adjust costs submitted for reimbursement based on final paid receipts and invoices. Reimbursement will not exceed the cost of eligible materials and labor. • Erosion control activities must use natural erosion control material (i.e. non-plastic). • For all projects, only plants native to MN are eligible for reimbursement. Hybrids/cultivars of native plants are not eligible unless otherwise noted on VLAWMO’s cost share plant guide. Bee lawns must use specially marked bee lawn mixes. Native trees may be considered on a case-by-case basis if beneficial to pollinators or part of a stormwater practice. A list of proposed plants must be included with the application for VLAWMO review and approval; VLAWMO will have final discretion in species selection and number of trees allowed per application.
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Telling the Story</p>	<ul style="list-style-type: none"> • Grantee must participate in VLAWMO’s education efforts by: <ul style="list-style-type: none"> ⇒ Providing photos of project progress including before, during installation, freshly completed, and one year after project completion; OR ⇒ Providing a posed picture with completed project & short quote about what was enjoyable about the project or lessons learned.

Reimbursement Steps:

1. Execute grant agreement with VLAWMO.
2. After project completion, contact VLAWMO staff to request a final inspection of the project for verification it meets the approved plans. This must occur within 1 year from the date of grant approval.
3. Submit all **paid** invoices and receipts of project expenses for VLAWMO review. Plant expenses must show species on proof of payment or via grantee’s annotations or supplemental spreadsheet. Final grant award amounts will be based on the completed work and total paid project amount.
4. If the above steps are completed and approved by staff, VLAWMO will mail a reimbursement check per the VLAWMO TEC monthly meeting schedule.



Landscape Level 1 Grant Policy



The Landscape Level 1 (LL1) Grant Program is a reimbursement program to help landowners install practices that improve water quality and preserve groundwater within VLAWMO.

VLAWMO may fund 25-50% of the total cost of approved materials and contracted labor up to a maximum of \$5,000. Highly beneficial projects that significantly reduce stormwater volume and nutrients like curb cut raingardens may receive 75% of the cost of the project up to a maximum of \$7,500. VLAWMO reserves the right to adjust requested funding levels based on funding availability and estimated benefits.



LL1 Program Goals:

- Reduce stormwater rate and volume
- Stabilize and restore actively-eroded shorelines/streambanks
- Reduce nutrient loading and improve water quality
- Protect and preserve groundwater quality and quantity

Eligible Projects:

- Infiltration projects including but not limited to raingardens, infiltration basins, permeable pavers or pavement, and tree trenches
- Filtration projects including but not limited to filtration basins, swales, and green roofs
- Shoreline and streambank restorations of actively-eroding banks
- Critical erosion control and stabilization projects
- Agricultural water quality practices
- Projects that improve existing water quality projects (i.e. a new pre-treatment inlet structure)
- Stormwater reuse for irrigation or other groundwater preservation projects

Ineligible Projects:

- Landscaping and decorative projects for recreational or aesthetic purposes
- Chemical treatment of aquatic vegetation (excluding alum or spent lime)
- Vegetation restoration without stormwater treatment (see Soil Health Grant Program)
- Projects necessary to meet minimum permit requirements or VLAWMO water management standards
- Projects that have received funding from other VLAWMO grant programs in the same year
- Maintenance of awarded grant projects



Application Process:

Landscape Level 1 Grant funding is available to landowners within the VLAWMO boundary. The grant program operates on a first-come, first-served basis. All submitted applications are subject to VLAWMO scoring to determine funding eligibility and approval by the VLAWMO Technical Commission (TEC) and/or Board of Directors.

1. **Contact staff** to schedule a site visit of your property before submittal of a grant application to discuss your proposed project.
2. **Complete a grant application** and submit to staff listed on the grant application.
3. VLAWMO may require a **final design** completed by a qualified professional or engineer for complex projects.
4. VLAWMO will **review application** and confirm completeness.
5. Complete applications that meet the minimum criteria will be **presented** at the next VLAWMO TEC meeting and/or Board of Directors meeting per their [meeting schedule](#).
6. VLAWMO will **notify applicant** of application status and next steps, including execution of a grant agreement.

Grant Funding Agreement:

Each grantee must enter into a grant agreement with VLAWMO defining the obligations of the grantee and VLAWMO and expectations for project maintenance. The agreement also allows VLAWMO access to the project area for inspection and promotion of the project. The grant agreement must be signed by both parties prior to starting work on the project.



Reimbursement Steps:

1. Execute grant agreement with VLAWMO.
2. After project completion, contact VLAWMO staff to request a final inspection of the project for verification it meets the approved plans. This must occur within 1 year from the date of grant approval.
3. Submit all **paid** invoices and receipts of project expenses for VLAWMO review. Plant expenses must show species on proof of payment or via grantee's annotations or supplemental spreadsheet. Final grant award amounts will be based on the completed work and total paid project amount.
4. If the above steps are completed and approved by staff, VLAWMO will mail a reimbursement check per the VLAWMO TEC's monthly meeting schedule.

Program Details: Planning for Success

<p>Start & Finish</p>	<ul style="list-style-type: none"> • Projects started prior to VLAWMO approval are not eligible. A grant application must be approved for funding, and the grant agreement must be signed by the applicant and VLAWMO prior to starting work. • Changes to the project after grant approval may not be made without VLAWMO approval. • Grantee is responsible for securing any and all required permits, easements, and approvals prior to the start of the project. • Grantee must complete the project and submit a reimbursement request within • 1 year from date of grant approval unless the project is extended with VLAWMO approval. • Grantee must agree to maintain the project for a minimum of 10 years. The site may be inspected by VLAWMO staff during this time period to ensure compliance.
<p>Labor & Plant Specifics</p>	<ul style="list-style-type: none"> • Eligible project costs are those only directly related to installing the proposed project such as plants, erosion control materials, mulch, drainage structures, and rented equipment. Purchased tools and equipment are not eligible. Eligibility of materials is subject to VLAWMO approval. • Eligible labor costs must be those expenses associated with a qualified landscaper/contractor subject to approval by VLAWMO staff. VLAWMO reserves the right to adjust costs submitted for reimbursement based on final paid receipts and invoices. Reimbursement will not exceed the cost of eligible materials and labor. • VLAWMO may consider design costs through the Ramsey County Soil & Water Conservation Division or from another contractor as eligible grant costs, up to \$1,500. • Erosion control activities must utilize natural erosion control material (i.e. non-plastic). • For all projects, only plants native to Minnesota are eligible for grant reimbursement. Hybrids/cultivars of native plants are not eligible for reimbursement unless otherwise noted on the VLAWMO cost share plant guide. Native trees may be considered on a case-by-case basis if part of a stormwater practice. A list of proposed plants must be included with the application for VLAWMO review and approval; VLAWMO will have final discretion in species selection and number of trees allowed per application. • At least 2 bids for construction of proposed projects must be submitted with the application. VLAWMO reserves the right to reject a project design or submitted bid for any reason. • Permeable paver projects must meet Minnesota Pollution Control Agency installation guidelines and treat at least 1,500 sq. ft. of hard surface runoff.
<p>Admin</p>	<ul style="list-style-type: none"> • VLAWMO reserves the right to withdraw or withhold funding for any project not completed in accordance with these guidelines or the terms of its executed grant agreement. • Landowners are limited to 1 grant application every other year unless a single project must be completed in consecutive phases (up to 3 years) and approved by VLAWMO. • The VLAWMO Board of Directors may shift grant funding amounts between LL1 and LL2 program budgets. • Any submitted information (applications, designs, cost estimates, bids, permits, studies, reports, and proof of expenditures) becomes part of the public record.

Landscape Level 2 Grant Policy



The Landscape Level 2 (LL2) Grant Program is a reimbursement program to partner with communities to install practices that improve water quality, manage stormwater, and preserve groundwater within VLAWMO.

VLAWMO may fund 25-75% of the total cost of a project, or up to 90% for large-scale or highly beneficial projects that significantly improve water quality, increase flood storage, conserve groundwater, or provide regional benefits. VLAWMO reserves the right to adjust requested funding levels based on funding availability and estimated benefits.



Eligible Projects:

- Water quality treatment projects
- Stormwater rate and volume control projects
- Water reuse
- Smart irrigation controllers
- Flood storage projects
- Stormwater retrofit or reconstruction projects that exceed permit or VLAWMO water management standards

LL2 Program Goals:

- Reduce stormwater rate and volume
- Stabilize and restore actively-eroding shorelines/streambanks
- Reduce nutrient loading and improve water quality.
- Protect and preserve groundwater quality and quantity
- Increase flood storage
- Address goals and policies identified in the VLAWMO Comprehensive Watershed Management Plan
- Provide educational value and highly visible projects

Ineligible Projects:

- Landscaping and decorative projects for recreational or aesthetic purposes
- Chemical treatment of aquatic vegetation (excluding alum or spent lime)
- Projects necessary to meet minimum permit requirements or VLAWMO water management standards
- Projects that have received funding from other VLAWMO grant programs in the same year
- Maintenance of awarded grant projects

Application Process:

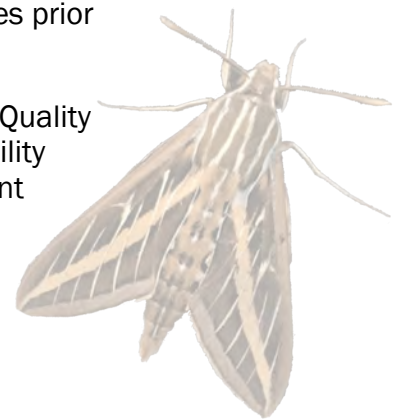
LL2 Grant funding is available to landowners including but not limited to municipalities, public agencies, private businesses, homeowner's associations, or nonprofit organizations. Projects within targeted areas listed in VLAWMO's Watershed Management Plan, Sustainable Lake Management Plans, or other feasibility reports will be prioritized. All applications are subject to VLAWMO scoring to determine funding eligibility and approval by the VLAWMO Technical Commission (TEC) and Board of Directors.

1. Contact staff to **schedule a pre-application meeting** to discuss project before submittal of a grant application.
2. **Schedule a site visit** with staff to review the proposed project area.
3. **Complete a grant application** and submit to staff listed on the grant application.
4. Applications are reviewed and scored by staff and/or consulting VLAWMO engineer if necessary.
5. Complete applications that meet the minimum criteria will be **presented** at the next VLAWMO TEC meeting and Board of Directors meeting per their meeting schedule.
6. VLAWMO will **notify applicant** of application status and next steps, including execution of a grant agreement.

Grant Funding Agreement:

Each grantee must enter into a grant agreement with VLAWMO defining the obligations of the grantee and VLAWMO, and expectations for project maintenance. The agreement also allows VLAWMO access to the project area for inspection and promotion of the project. The grant agreement must be signed by both parties prior to starting work on the project.

If the project is funded with a State of Minnesota grant, additional Technical Quality Assurance grant agreement standards may be necessary to fulfill state eligibility requirements. Where VLAWMO's policies differ from state standards, the grant agreement requirements with the state agency shall prevail.



Reimbursement Steps:

1. Execute grant agreement with VLAWMO.
2. After the project is complete, contact VLAWMO staff to request a final inspection of the project for verification it meets the approved plans. This must occur within 1.5 years from the date of grant approval.
3. Submit all **paid** invoices and receipts of project expenses for VLAWMO review. Final grant award amounts will be based on the completed work and total paid project amount.
4. If the above steps are completed and approved by staff, VLAWMO will mail a reimbursement check per the VLAWMO TEC's monthly meeting schedule.

Program Details: Planning for Success

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Start & Finish</p>	<ul style="list-style-type: none"> • Projects started prior to VLAWMO approval are not eligible. A grant application must be approved for funding, and the grant agreement must be signed by the applicant and VLAWMO prior to starting work. • Eligible project costs are those only directly related to the proposed project, such as those associated with design and engineering, construction materials, labor, and drainage structures. Purchased tools and equipment are not eligible. Eligibility of materials is subject to VLAWMO approval. • Grantee is responsible for securing any and all required permits, easements, and approvals prior to the start of the project. • Grantees must complete their approved project and submit a grant reimbursement request within 1.5 years from date of approval unless the project is extended with VLAWMO approval. • Grantee must agree to maintain the project area for a minimum of 10 years. The site may be inspected by VLAWMO staff during this time period to ensure compliance.
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Labor & Plant Specifics</p>	<ul style="list-style-type: none"> • Smart irrigation controllers to be used on pilot/test sites are eligible project costs. • Work associated with design, installation, and labor of crucial infrastructure must be performed by an experienced professional. Final plans are subject to professional review and approval by consulting VLAWMO engineer to ensure design standards, specifications, and outcomes meet program goals. • VLAWMO may cover design costs through the Ramsey County Soil & Water Conservation Division depending on the project. • At least 2 bids for construction of proposed projects must be submitted with the application. VLAWMO reserves the right to reject a project design or submitted bid for any reason. • Erosion control projects must utilize natural erosion control material (i.e. non-plastic). • For all projects, at least a 50% plant coverage must be native to Minnesota. VLAWMO encourages all vegetation used to be native species and adopts BWSR's <i>Native Vegetation Establishment and Enhancement Guidelines</i> by reference.
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Admin</p>	<ul style="list-style-type: none"> • VLAWMO reserves the right to withdraw or withhold funding for any project not completed in accordance with these guidelines or the terms of its executed grant agreement. • The VLAWMO Board of Directors may shift grant funding amounts between LL1 and LL2 program budgets. • Any submitted information (applications, designs, cost estimates, bids, permits, studies, reports, and proof of expenditures) becomes part of the public record.

Tree Guide

Native trees provide many benefits to the landscape, but only a select few are eligible for reimbursement in VLAWMO's cost share programs. VLAWMO evaluates selected species to ensure a diversity of species is promoted.

Below are eligible species for trees and large shrubs. Additional species can be found on the VLAWMO Cost Share Plant Guide and the Lawns to Legumes (L2L) Pollinator Friendly Trees and Shrubs List: vlawmo.org/cost-share-resources



Accepted Native Species:

Larger Trees

Honey Locust
Kentucky Coffeetree
Black Cherry
American Basswood
Hackberry
Quaking and Big-Tooth Aspen
American Elm

Size:

Balled and burlapped trees are not eligible for VLAWMO's cost share programs. Preference is for bare root seedlings and containerized trees.

Cost:

The cost of trees should be no more than 25% of your grant project's total budget.

Small Trees/Large Shrubs

Pin Cherry
Serviceberries
Wild Plum
Chokecherry
Pagoda Dogwood
Round-leaved Dogwood
Red-Osier Dogwood
Silky Dogwood
Gray Dogwood
Downy Hawthorn
Prairie Crabapple
Bebb's Willow
Meadow Willow
Pussy Willow
American Bladdernut
Nannyberry Viburnum
Winterberry
Elderberry

Location Considerations:

Ensure the planting area is located on private property or another approved location. Proposals to plant within City/County right-of-way may require approvals or permits. Utility locations should also be avoided to prevent impact.



Planting Specifications:

1. Follow the DNR's tree planting pocket guide for planting bareroot and containerized trees:

<https://files.dnr.state.mn.us/assistance/backyard/treecare/planting/pocket-guide.pdf>

2. Make sure the root flare is visible for correct planting depth.



3. Avoid creating "mulch volcanoes" by keeping 2-4" of mulch parallel to the ground and 3" away from the tree trunk.



Graphics: MN DNR



2024 VLAWMO Lake Vegetation Survey Proposal

November 6, 2023

Prepared for:
Vadnais Lake Area Water Management Organization

Prepared by:
Ramsey County Parks & Recreation-Soil and Water Conservation Division (SWCD)

2024 Eurasian Watermilfoil and Curly Leaf Pondweed Delineation, Pre and Post Removal Survey Proposal Birch and Gilfillan Lake

Scope of Services

Delineation Surveys

Delineation surveys will be used to collect data on the abundance of aquatic vegetation, specifically Eurasian Watermilfoil (EWM) and/or Curly Leaf Pondweed (CLP), using a meandering survey method consistent with DNR requirements for permitting.

Bathymetry and Biovolume Surveys (optional)

Bathymetric surveys are completed by connecting a Lowrance unit + transducer to the boat to capture lake bottom depth data. This data is then processed, corrected using physically measured field data points where necessary, and then used to create new contour lines with the BioBase application. It may be completed in conjunction with the delineation survey if desired. SWCD staff members will also use the Lowrance unit and transducer to generate data that produces a biovolume map showing concentration of aquatic vegetation growing in the lake if desired.

BIRCH LAKE

Eurasian Watermilfoil and Curly Leaf Pondweed Pre and Post Removal
Birch Lake Survey Estimate, April-May 2024

Task	Cost/hr	Hours	Cost
Boat Use	unit	\$50/visit X 2 visits	\$100
Field Work, 2 days (2 people)*	\$80	16	\$1,280
GIS Post-processing and Mapping	\$80	4	\$320
TOTAL		20	\$1,700

*Total field work cost would be \$640 if VLAWMO staff will be second person in the boat. Total survey cost would then be \$1,060.

GILFILLAN LAKE

Eurasian Watermilfoil and/or Curly Leaf Pondweed Delineation
Gilfillan Lake Survey Estimate, April-May 2024

Task	Cost/hr	Hours	Cost
Boat Use	unit	\$50/visit X 1 visits	\$50
Field Work, 1 day (2 people)*	\$80	8	\$640
GIS Post-processing and Mapping	\$80	4	\$320
TOTAL		12	\$1,010

*Total field work cost would be \$320 if VLAWMO staff will be second person in the boat. Total survey cost would then be \$690.

Deliverables

The macrophyte report will include:

- Static map, in PDF format, of the delimitation of Eurasian Watermilfoil (EWM) and/or Curly Leaf Pondweed (CLP) shown as a survey point heat maps with rake density of EWM and CLP at each survey point.
- Shapefiles including EWM and CLP recommended removal area and point location layers.

2024 Lake Amelia Area Flowering Rush Treatment

Lake Amelia Area Flowering Rush Treatment Estimate
May-August 2024

Task	Cost/hr	Hours	Cost
Documenting absence of on lake population; ongoing treatment and planting at private property adjacent to the lake.	\$80	20	\$1,600
TOTAL		20	\$1,600

Deliverables

- Lake Amelia will be documented in EDDMaps and the treatment site in ISMTrack



**VI. A.
Natural Shore Technologies Restoration
and Project Site Maintenance**

November 27, 2023

VLAWMO 2024 Vegetative Management Bid

Dear Dawn,

Thank you for considering Natural Shore for several VLAWMO BMPs and restoration sites again next season. Please find below our cost estimates outlined below for each individual site and what those costs include:

Estimated Maintenance for 2024:

Birch Lake Shoreline- \$1,500

- Spring clean-up plus 4 visits minimum throughout the growing season
- Control and disposal of undesirable weeds
- Small invasive tree removal and disposal (buckthorn/grapevine/honeysuckle/etc.)
- Supplemental native plants to boost biodiversity

Birch Lake IESF (including inlet and sand cleaning)- \$2,000

- Spring mowing plus 4 visits minimum throughout the growing season
- Small invasive tree removal and disposal (buckthorn/grapevine/honeysuckle/etc.)
- Supplemental native plant seed where needed
- Inlet or catch basin cleaning during site visits
- Raking top crust of sand to the adjacent retaining wall for pickup by City's vacuum truck

Sucker Channel Shoreline Restoration- \$1,000

- Spring clean-up plus 3 visits minimum throughout the growing season
- Control and disposal of undesirable weeds
- Small invasive tree removal and disposal (buckthorn/grapevine/honeysuckle/etc.)
- Supplemental native plants to boost biodiversity

Koehler Bend and Flume- \$1,800

- Spring mowing
- Spring and fall herbicide treatment
- 2-3 site visits to prevent weed seed maturation (weeding/whipping)
- Small invasive tree removal and disposal (buckthorn/locust/honeysuckle/etc.)
- Inlet or catch basin cleaning (removal of debris blocking grates)
- Supplemental native seed or plants to boost biodiversity

Oakemede Lane- \$900

- Spring mowing
- Spring and fall herbicide treatment
- 2-3 site visits to prevent weed seed maturation (weeding/whipping)
- Small invasive tree removal and disposal (buckthorn/grapevine/honeysuckle/etc.)
- Supplemental native seed or plants to boost diversity



Deep Lake, Pleasant Lake, and Connecting Corridor Yellow Iris Control- \$6,000

- Site Assessment-tagging & mapping by boat
- Cut seed head & herbicide treatment #1
- Herbicide treatment #2
- Follow up assessment and possible treatment #3

Vadnais City Hall Prairie- See project bid details below- \$4,200- \$2,000= \$2,200

- Design and project management
- Site preparation- fall herbicide (done in fall of 2023)
- 480 3-inch potted plants to be installed in 2024
- Note- \$2,000 Down payment for plants paid in 2023

2024 VLAWMO Maintenance total- \$13,200

Vadnais City Hall Prairie Planting- \$2,200

2024 VLAWMO Maintenance and Project total- \$15,400

These costs are based on site conditions observed during a site assessment and the previous years' maintenance inputs. Prices include consultations, professional monitoring, plant identification, labor, removal and proper disposal of weeds, herbicide, and transportation.

Please let me know if you have any questions or concerns regarding the above estimate.

Thank you,
Tracy Lawler
Maintenance Program Manager
Cell: 612-220-4178
tracy@naturalshore.com

2024 Maintenance Contract-
Approval of 2024 Vegetative Maintenance

Contract Value: \$15,400
Client names: VLAWMO

Signed: _____ Date _____

Contractor: Natural Shore Technologies, Inc.
Signed:

William M. Bartodziej, M.S.
Senior Restoration Ecologist
Natural Shore Technologies, Inc.
6275 Pagenkopf Rd.
Maple Plain, MN 55359



Date: July 21, 2023
To: Dawn Tanner, VLAWMO

Bid Description: Vadnais Heights City Hall Prairie

Methods summary: Conduct a fall (2023) herbicide treatment and target patches of reed canary grass, crown vetch, and bird’s foot trefoil. Next spring (2024), cut dead thatch and spot treat any invasive species. On the larger patches of control areas, apply a 2-3” layer of shredded hardwood mulch (approx. area equals 700 SF). Plant these areas at 1.5’ spacing. In other areas of the prairie, interplant with a mix of species (see list below). Total 3” container count = 480 plants.

Preliminary Plant List (new introductions):

Grasses	
Canada Wild Rye	<i>Elymus canadensis</i>
Indian Grass	<i>Sorghastrum nutans</i>
Little Bluestem	<i>Schizachyrium scoparium</i>
Forbs	
Blue wild indigo	<i>Baptisia australis</i>
Butterfly Milkweed	<i>Asclepias tuberosa</i>
Foxglove Beardtongue	<i>Penstemon digitalis</i>
Grey-headed Coneflower	<i>Ratibida pinnata</i>
Lance-leaved Tickseed	<i>Coreopsis lanceolata</i>
Meadow Blazing Star	<i>Liatris ligulistylis</i>
Ohio Spiderwort	<i>Tradescantia ohiensis</i>
Pale purple coneflower	<i>Echinacea pallida</i>
Prairie blazing star	<i>Liatris pycnostachya</i>
Purple coneflower	<i>Echinacea purpurea</i>
Sky Blue Aster	<i>Symphotrichum oolentangiense</i>

Cost Summary:

Site Design, Project Management, Mobilization		\$700.00
Site preparation, herb. trts, clearing, hauling		\$1,080.00
Shredded hardwood mulch		\$380.00
480 - 3" container plants - installed		\$2,040.00
Down payment paid in 2023	-	\$2,000.00
TOTAL =		\$2,200.00

**VI. A.
Sandstrom Land
Management Biochar Filter
Maintenance**



CONTRACT PROPOSAL

November 13, 2023

To: Dawn Tanner, VLAWMO

Re: **Contract for 2024 Maintenance of Whitaker Pond Bio Char Filter**

Our proposal for maintenance of the Whitaker Pond bio char filter in 2024 is as follows:

- 1) Monthly clearing of leaves and debris from May through November, 2024
- 2) Price would be \$300.00 per time (7 months = \$2,100)
- 3) Any requested additional work at this or other locations would be at \$75/hr per staff person.
- 4) Billing would be monthly

Signing one copy and returning it to Sandstrom Land Management establishes a contractual work agreement between both parties.

Vadnais Lakes Area WMO, _____, Date: _____
Dawn Tanner

Sandstrom Land Management _____, Date: 11-13-23
Ryan Sandstrom, Owner

Please call me at 651-208-1379 if you have questions or need any clarifications.

Ryan Sandstrom
Sandstrom Land Management,
888 Burke Ave. West
Roseville, MN 55113

MINOR SERVICES AGREEMENT

THIS MINOR SERVICES AGREEMENT (“**Agreement**”) is made and entered into by and between the City of Vadnais Heights (“**Vadnais Heights**”), in partnership with the Vadnais Lake Area Water Management Organization (“**VLAWMO**”), and the Munch Bunch (“**Contractor**”). Vadnais Heights and the Contractor may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, Vadnais Heights and the Contractor hereby agree as follows:

1. **Services.** The Contractor shall perform the services as described in the attached Exhibit A and in accordance with the Contractor’s proposal attached as Exhibit B (collectively, the “**Services**”). The Contractor shall provide the Services in a manner consistent with industry standards for similar services and in accordance with the standards, requirements, and timelines set out in Exhibit A and Exhibit B, and below. If there is a material conflict between any of the provisions in the documents that constitute this Agreement, provisions in the following rank order shall take precedence: (1) Exhibit A; (2) this Minor Services Agreement document; and (3) Exhibit B. The Contractor shall not assign any portion of this Agreement or subcontract any of the Services without prior written agreement of Vadnais Heights.
2. **Compensation.** Vadnais Heights shall compensate the Contractor for the Services as provided in Exhibit B and as may be more specifically defined in Exhibit A. Unless expressly provided otherwise in Exhibit B, the total amount or rate of compensation is an all-inclusive amount that includes all labor, materials, expenses, fees, costs, taxes, and other amounts the Contractor incurs or pays to provide the Services. Vadnais Heights shall not be responsible for paying any additional amounts than those expressly provided for in Exhibit B, and as may be modified or further detailed in Exhibit A, for the completion of the Services.
3. **Payment.** Contractor shall submit invoices no more frequently than once a month for the Services, which shall provide a detailed description of the Services provided. All invoices are subject to verification by Vadnais Heights. Vadnais Heights shall make payment on invoices within 30 days of receipt, provided they contain sufficient detail to be verified and processed.
4. **Term and Termination.** This Agreement shall be effective as of the date of the last party to execute it and it shall continue in effect until the Services are completed, but in no case later than December 31st, 2024. This Agreement may be terminated by either party at any time, and for any reason, on 30 days’ written notice of termination provided to the other party. Vadnais Heights shall only be responsible for paying for Services satisfactorily completed prior to termination as well as any non-cancelable fees (e.g., rental or purchase of equipment or supplies).
5. **Amendments.** This Agreement, together with the attached exhibits and any attachments thereto, constitutes the entire agreement between the parties and no modifications of its terms shall be valid unless reduced to writing and signed by both parties.
6. **Independent Contractor.** The Contractor is providing the Services as an independent contractor, not an employee of Vadnais Heights. Contractor shall acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and life benefits, sick and

vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of Vadnais Heights. The Contractor shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of Vadnais Heights.

7. **Indemnification.** Each party shall be responsible for any personal injury or property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof in connection with the performance of this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the immunities of the Contractor. The liability of the Contractor is as established by Minn. Stat. §3.736 and is subject to the limitations therein.
8. **Insurance.** The Contractor shall, during the entire term of this Agreement, maintain workers' compensation insurance (unless exempt under law) and commercial general liability insurance with coverage limits of at least \$500,000 per occurrence. The coverage limit may be obtained using excel or umbrella coverages.
9. **Data Practices and Records.** The Contractor shall manage all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement in accordance with, and subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act"). The Contractor shall immediately notify Vadnais Heights if it receives a request for data related to the Services and shall work with Vadnais Heights to respond to the request in accordance with the Act. All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing Services under this Agreement shall be the exclusive property of Vadnais Heights.
10. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances in performance of Contractor's duties hereunder, such laws including but not limited to those relating to non-discrimination in hiring or labor practices. The Contractor shall be responsible for obtaining all permits that may be required to provide the Services at its own cost, unless expressly provided otherwise in Exhibit A.
11. **Liability.** Each party is responsible for its own acts and the results thereof to the extent authorized by law and a party is not responsible for the acts of the other party or the results thereof. Nothing in this Agreement shall constitute a waiver by Vadnais Heights of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law. Liability of the Contractor is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736.
12. **Audit.** Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures of Contractor relevant to the Work are subject to examination by Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.
13. **Prompt Payment of Subcontractors.** To the extent the use of subcontractors is authorized under this Agreement, the Contractor shall comply with the prompt payment to subcontractor requirements of Minnesota Statutes, section 471.425, subdivision 4a.

14. **Applicable Law.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

CONTRACTOR

By: Allyse Sorensen

Its: Owner

Date: 11/27/2023

Vadnais Heights

By: [Signature]

Its: City Administrator

Date: 11/20/23

EXHIBIT A
Special Provisions and Standards

1. **Special Provisions**. The following special provisions, if any, shall control over any materially different provisions in the text of the Agreement or the proposal in Exhibit B.

2. **Standards**. The Services provided by the Contractor under this Agreement shall be in accordance with the following as described in Exhibit B.

EXHIBIT B
Contractor's Proposal

Begins on the following page.

Not that work details are included from the 2023 scope. This has been updated to the 7 acres of cleared buckthorn instead of 5 acres. The process will be the same, with the use of GPS collars, signage for the public, and grazing regime.

The Munch Bunch LLC

2766 285th Ave
Saint Croix Falls, WI 54024
US
(651) 964-2620
info@munchbunchgoats.com
munchbunchgoats.com

**VI. A.
Munch Bunch VH City Hall Wooded
Wetland Restoration**



Estimate

ADDRESS
Vadnais Lake Area Water Management Organization
800 E County Rd E
Vadnais Heights, MN 55127

ESTIMATE 0365
DATE 10/28/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Munching Service	per acre, 1st munching	6	935.00	5,610.00
Public Site Setup	Signage and additional checks	1	300.00	300.00
				Subtotal: 5,910.00
Munching Service	per acre, 2nd munching	6	935.00	5,610.00
				Subtotal: 5,610.00

			SUBTOTAL	11,520.00
			TAX	0.00

			TOTAL	\$11,520.00

Accepted By

Accepted Date

MINOR SERVICES AGREEMENT

THIS MINOR SERVICES AGREEMENT (“**Agreement**”) is made and entered into by and between the Vadnais Lake Area Water Management Organization (“**VLAWMO**”), a Minnesota joint powers organization, and Carp Solutions LLC (“**Contractor**”). The VLAWMO and the Contractor may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the VLAWMO and the Contractor hereby agree as follows:

1. **Services.** The Contractor shall perform the services as described in the attached Exhibit A and in accordance with the Contractor’s proposal attached as Exhibit B (collectively, the “**Services**”). The Contractor shall provide the Services in a manner consistent with industry standards for similar services and in accordance with the standards, requirements, and timelines set out in Exhibit A and Exhibit B, and below. If there is a material conflict between any of the provisions in the documents that constitute this Agreement, provisions in the following rank order shall take precedence: (1) Exhibit A; (2) this Minor Services Agreement document; and (3) Exhibit B. The Contractor shall not assign any portion of this Agreement or subcontract any of the Services without prior written agreement of the VLAWMO.
2. **Compensation.** The VLAWMO shall compensate the Contractor for the Services as provided in Exhibit B and as may be more specifically defined in Exhibit A. Unless expressly provided otherwise in Exhibit B, the total amount or rate of compensation is an all-inclusive amount that includes all labor, materials, expenses, fees, costs, taxes, and other amounts the Contractor incurs or pays to provide the Services. The VLAWMO shall not be responsible for paying any additional amounts than those expressly provided for in Exhibit B, and as may be modified or further detailed in Exhibit A, for the completion of the Services.
3. **Payment.** Contractor shall submit invoices no more frequently than once a month for the Services, which shall provide a detailed description of the Services provided. All invoices are subject to verification by the VLAWMO. The VLAWMO shall make payment on invoices within 30 days of receipt, provided they contain sufficient detail to be verified and processed.
4. **Term and Termination.** This Agreement shall be effective as of the date of the last party to execute it and it shall continue in effect until the Services are completed, but in no case later than December 31st, 2024. This Agreement may be terminated by either party at any time, and for any reason, on 30 days’ written notice of termination provided to the other party. The VLAWMO shall only be responsible for paying for Services satisfactorily completed prior to termination as well as any non-cancelable fees (e.g., rental or purchase of equipment or supplies).
5. **Amendments.** This Agreement, together with the attached exhibits and any attachments thereto, constitutes the entire agreement between the parties and no modifications of its terms shall be valid unless reduced to writing and signed by both parties.
6. **Independent Contractor.** The Contractor is providing the Services as an independent contractor, not an employee of the VLAWMO. Contractor shall acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and life benefits, sick and

vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the VLAWMO. The Contractor shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the VLAWMO.

7. **Indemnification.** Each party shall be responsible for any personal injury or property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof in connection with the performance of this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the immunities of the Contractor. The liability of the Contractor is as established by Minn. Stat. §3.736 and is subject to the limitations therein.
8. **Insurance.** The Contractor shall, during the entire term of this Agreement, maintain workers' compensation insurance (unless exempt under law) and commercial general liability insurance with coverage limits of at least \$500,000 per occurrence. The coverage limit may be obtained using excel or umbrella coverages.
9. **Data Practices and Records.** The Contractor shall manage all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement in accordance with, and subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act"). The Contractor shall immediately notify the VLAWMO if it receives a request for data related to the Services and shall work with the VLAWMO to respond to the request in accordance with the Act. All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing Services under this Agreement shall be the exclusive property of the VLAWMO.
10. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances in performance of Contractor's duties hereunder, such laws including but not limited to those relating to non-discrimination in hiring or labor practices. The Contractor shall be responsible for obtaining all permits that may be required to provide the Services at its own cost, unless expressly provided otherwise in Exhibit A.
11. **Liability.** Each party is responsible for its own acts and the results thereof to the extent authorized by law and a party is not responsible for the acts of the other party or the results thereof. Nothing in this Agreement shall constitute a waiver by the VLAWMO of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law. Liability of the Contractor is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736.
12. **Audit.** Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures of Contractor relevant to the Work are subject to examination by Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.
13. **Prompt Payment of Subcontractors.** To the extent the use of subcontractors is authorized under this Agreement, the Contractor shall comply with the prompt payment to subcontractor requirements of Minnesota Statutes, section 471.425, subdivision 4a.

14. **Applicable Law.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

CONTRACTOR

By: _____

Its: _____

Date: _____

VLAWMO

By: _____

Its: _____

Date: _____

EXHIBIT A
Special Provisions and Standards

1. **Special Provisions**. The following special provisions, if any, shall control over any materially different provisions in the text of the Agreement or the proposal in Exhibit B.

2. **Standards**. The Services provided by the Contractor under this Agreement shall be in accordance with the following as described in Exhibit B.

EXHIBIT B
Contractor's Proposal

Begins on the next page. The Contractor's Proposal includes a quote for 2024 work focused on upstream areas of Pleasant/Deep Lakes and is a continuation of previous carp assessment and removal that is both ongoing and a continuation of work from 2023.

**VI. A.
Carp Solutions Invasive
Common Carp Removal**



Proposal for carp removal during spring migration upstream of Pleasant Lake

December 4, 2023

Prepared For: Dawn Tanner

VLAWMO

Prepared by:

Carp Solutions LLC

www.carpsolutionsmn.com

Following the construction of a new common carp barrier at Deep Lake outlet to better intercept carp spawning migration, we propose the following activities for 2024:

1. Finalizing the new barrier (Deep Lake outlet) setup early in the spring in preparation for carp migration and removal. This will include closing of barrier gaps that were intentionally left open for the winter to allow unobstructed water flow, installation of carp gate, and use of sandbags to reinforce barrier corners near the shoreline.
2. Installation of a PIT antenna and camera with online access below the 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. Maintenance of the PVC barrier in place between Deep and Wilkinson Lake and possible use of PIT antenna and camera at this barrier if carp move early and pass the new barrier at the Deep Lake outlet.
4. Removal of carp from the stream using backpack electrofishers, transporting them to the boat ramp using a boat and offloading using a telehandler. Carp removal is likely to occur in late April through late May.
5. Disposal of harvested carp.
6. 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 January 31, 2025 but preliminary results can be communicated as needed.

Cost

This work will be conducted at a not-to-exceed budget of \$39,580. Detailed budget is presented below.

Removal in the stream spring 2024				
	People	Hours	Rate	\$
Site prep				
Deep Lake prep/finish/gate install	4	8	110	3520
Install PIT antenna + camera at Deep Lake	2	4	110	880
PIT antenna fee incl data access, monitoring and analysis (\$2,000/month)		2	2000	4000
PIT system cloud fees		2	180	360
Carp removal	6	32	110	21120
Disposal		4	400	1600
Upper PVC barrier maintenance	4	10	110	4400
Materials to reinforce barrier (sandbags, etc)				200
Contingency funds				2000
Coordination, permitting and Misc (additional trailer/equipment rental)				1000
Analysis and report				500
Total				39580

December 4, 2023

Phil Belfiori
Administrator
Vadnais Lake Area Water Management Organization (VLAWMO)
800 County Road E East
Vadnais Heights, MN 55127

Re: Agreement for Tamarack and Wilkinson Lakes Alum Treatment Engineering Services

Dear Phil Belfiori:

Thank you for the opportunity to submit this agreement to provide engineering services to the Vadnais Lake Area Water Management Organization (VLAWMO) for engineering assistance and contractor oversight for alum (and sodium aluminate) chemical treatments of Tamarack Lake and Wilkinson Lake.

This engineering estimate includes development of contract documents (including plans and specifications), solicitation of bids from qualified contractors, contractor selection and support throughout the first phase of treatment. Table 1 summarizes the work items and the estimated cost.

Project Scope

The project includes the following work tasks:

1. Contract documents and administration

After the chemical treatment is funded by the project partners, Barr will prepare and send a letter to Minnesota Pollution Control Agency (MPCA) requesting permit approval for the chemical treatment proposed for each lake. Barr will also prepare and provide project plans, specifications, and contract documents to assist VLAWMO in obtaining contractor bids. This information will include project timing, the total alum and sodium aluminate quantities to be applied to each treatment zone of each lake, including total acreage to be treated and estimates for the quantity and price of the bid items for each phase of work. Specifications will also include available information about chemical sourcing, volumes, access routes, easements, permit requirements and limitations on applications due to timing, hours, and weather variables.

We will prepare bidding documents for requesting contractor bids and subsequent implementation of the project. This task includes preparing technical specifications and incorporating front-end documents for project implementation. Front-end documents will consist of Request for Bids, Bid Form, Agreement, General Conditions, and Supplementary Conditions. The front-end documents will be based on VLAWMO's standard construction documents. Technical specifications will be prepared using the Construction Specifications Institute (CSI) standard format. The Bidding Documents will provide potential contractors with the necessary information to provide a bid on the project and to perform the work. It is assumed that a single set of bidding documents will be developed and applied to all the work.

Our bidding administration support will consist of posting bidding documents (1 electronic copy assumed) on QuestCDN, including preparation of instruction for bidders, preparation of addenda (up to 2), assistance during bidding period including answering potential proposer's questions, review of contractor qualifications and submitted bids, and an evaluation of the bids to support contract award.

2. Treatment support and project closure

This task includes treatment support and construction administration tasks. Barr will provide on-site observation once per day during treatment activities for each lake to ensure that the selected contractor is performing the work consistent with the Bidding Documents. The estimated cost for this work assumes two phases of chemical applications for both Tamarack Lake and Wilkinson Lake. Our proposed treatment support services include:

- Attendance at a pre-treatment planning meeting and each day of chemical application
- Support of the treatment contractor, including review of VLAWMO's field measurements and lab testing, observations (weather, site disturbance, chemical coverage, aquatic life stress and photographs) and compilation and evaluation of contractor's daily records
- Clarifying of the Contract Documents to the contractor during the treatment process
- Reviewing payment applications and monitoring reporting for MPCA
- Treatment close-out, including compilation of project records and submittal to VLAWMO

Estimated Cost and Schedule

The following table summarizes the estimated costs associated with each task described in the scope of services. Our costs assume that a single round of bids will be fielded for the project. Project changes necessitating additional refinements to the contract documents or oversight of more than two phases of alum applications are not included in the estimated cost for this task. The costs for treatment support are dependent on the contractor's schedule, changes in the work and the amount of observation required to ensure that state water quality standards are met during the alum application. No other meetings or presentations are included in this work scope other than a single pretreatment meeting.

The table also shows the estimated schedule for the completion of the project tasks. The schedule assumes authorization to proceed by VLAWMO no later than December 15, 2023. The actual schedule will be coordinated with VLAWMO staff and will accommodate coordination with the chosen contractor and public and private landowners for lake access, where applicable.

Task	Description of Task	Amount	Estimated Completion
1	Contract documents and administration	\$ 20,000	June 2024
2	Treatment support and project closure	\$ 8,000	October 2026
Total Estimated Project Cost		\$ 28,000	

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

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

For the services provided, you will pay us on a lump sum basis, according to the attached Standard Terms. We will bill the VLAWMO approximately monthly. The cost of the services will not exceed \$28,000 without prior approval by the VLAWMO. Work beyond the scope outlined above will be billed on a time-and-expense basis in accordance with our fee schedule, following your written permission or otherwise negotiated with you.


We understand you or your designees have the authority to direct us. We will direct communications to you at the 800 County Road E East address. Direction should be provided to Greg Wilson at the letterhead address.

During the term of this Agreement, we will maintain the following insurance coverages:

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

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

Sincerely yours,
Barr Engineering Co.

By 

Nathan Campeau, P.E.
Vice President

Accepted this ___ day of _____, 2023
Vadnais Lake Area Watershed Management Organization

By _____
Phil Belfiori
Its District Administrator

Attachments
Standard Terms—Professional Services



STANDARD TERMS—PROFESSIONAL SERVICES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

Section 2: Your Responsibilities

- 2.1 You will provide access to property.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnish to us.
- 2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.
- 2.4 You agree to hold us harmless as to claims that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination

of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless and to the extent the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software, programs, models, and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer such information and documents to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1** You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.
- 4.2** You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 4.3** If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4** You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5** If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.
- 4.6** In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2** We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3** We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4** For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services, but not less than \$50,000, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided

that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5** If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.6** If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7** The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.
- 6.2** This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.
- 6.3** Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4** Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.
- 6.5** We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6** Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms