



#### VLAWMO BOARD OF DIRECTORS MEETING AGENDA

#### 7:00 PM December 9, 2020

Meeting will be held by Zoom teleconference. Meeting link:

https://us02web.zoom.us/j/81844224204?pwd=VWI0SnYxdGVTTEpXbzJ2NHRheVcwZz09

Passcode: vlawmo20

Dial by telephone: +1-312-626-6799 Meeting ID: 818 4422 4204 Passcode: 56199449

- I. Call to Order, Chair, Jim Lindner
- II. Approval of Agenda

#### III. Visitors and Presentations

- A. Public visitors non-agenda items
- B. TEC Report and Financial November (TEC-approved) & December (to-be-approved)-Phil (Pg. 2)
- C. Present Watershed stewardship and partnership awards (2)
- D. Recognition of Director Marty Long
- E. Katherine Doll Kanne WAV / CAC update and annual summary (Pg. 20)

#### IV. Consent Agenda 🔌

- A. Approval of Minutes October 28, 2020 (Pg. 23)
- B. Project Reports and Updates (Pg. 33)
  - 1. Consider Natural shores combined maintenance contract (Pg. 35)
  - 2. WBF in Goose subwatershed (Co. Rd F Raingardens )
  - 3. Small Watershed 319 Process (Wilkinson Subwatershed)
  - 4. East Goose Lake: public engagement meeting & fisheries management with MN DNR
  - 5. Ditch 14 maintenance
  - 6. Great River Greening update on Vadnais/Sucker Park restoration
  - 7. Update on Vote for master water steward @ TEC
  - 8. Update on Lambert biochar
  - 9. Interim report available on Pleasant Lake carp project
  - 10. Minnesota Water Stewards selections 2021
- C. Consider Updated Project Table for FY 20/21 BWSR WBF- Phil (Pg. 37)

#### V. Business

- A. Administration
  - 1. Consider 2021 fund balance and "working" budget Res. 11-2020– Phil 🕸 (Pg. 39)
  - 2. Consider Employee benefits package for 2021 Phil 🕸 (Pg. 54)
- B. Projects and Programs
  - 1. Approve use of Loan Disbursement Request form as expenses are incurred for sheet pile Lambert Project- Dawn 🔌 (Pg. 71)
  - 2. Consider East Goose Lake RFQ for Public Engagement Services- Phil 🕸 (Pg. 73)
- C. Operations
  - 1. Consider Metro INET JPA and 2021 Budget Res. 12-2020 Tyler 🧏 (Pg. 79)
- D. Education and Outreach
  - 1. Update on 2020 Education and Outreach Plan, 2020 Summary- Nick (Pg. 101)
- VI. Discussion / Updates -
- VIII. Administration Communication -
- XI. Adjourn Next regular meeting: Feb. 24, 2021

#### TEC Report to the Board November 2020

	1						
	Effort						
Programs &	Level LOW	Opmalation Date	Commente				
Projects	MED	Completion Date	Comments				
	HIGH						
Projects							
Lambert Pond /Meander Project		2021	Board approved consruction contract at the October meeting. Anticipate construction to begin in Winter 2020/21.				
East Goose Lk Adaptive Mgnt.		2020- 21	Boat launch construction complete, planning for future work still ongoing. Neighborhood meeting with East Goose Lk. Shoreline residents planned for 12/1/20.				
Ditch 14 Maintenance project		2021	Maintenance from E. Vadnais to Oak Creek Dr. is tentatively scheduled for end of November, all permits and contracts are ready.				
Birch Lake		2017-20	Project O&M finalized and executed. Final steps taken to close out grant and working with BWSR. Last half of grant funds to be collected.				
MPCA 319 Planning		2021	Currently developing 9 element plan and preparing for discussions with partners before submission on draft to EPA.				
Whitaker Wetlands		2020	Project closeout complete				
Programs							
Outreach		2020	Watershed Steward Award seeking nominations, the program will divide into two awards this year: Watershed Patner Award (City-level partnerships) and Watershed Steward Award (volunteer/residential/cost-share partnerships).				
Education		April-July	Jr Watershed Steward booklet is now live and available to the public. Birch Lake education sign installed.				
Website		Ongoing	HDR web contractors have moved our website onto a new server for increased performance, however the website is showing signs of age. New neighborhood spotlight posted in September. Lambert Lake project page updated monthly.				
WAV		May-July	End-of year meeting occuring October 8th to recap 2020, set sights for 2021, and discuss roles, programs, and efforts that VLAWMO's volunteering will pursue in the future. VLAWMO recruiting two new Minnesota Water Stewards (formerly known as Master Water Stewards) for 2021.				
Cost Share		ongoing	Cost Share Policy update for 2021 approved at the October Board meeting. Preparing grant documents and getting in touch with JPA municipalities for 2021.				
GIS		ongoing	Programs support and beginning to update VLAWMO 2020 database.				
Monitoring		ongoing	working on data analysis				
WCA		ongoing	administering WCA as needed				

#### TEC Report to the Board November 2020

Administra	ation & Ope	ration	
SLMPs		2021	Lake surveys are completed for 2020, and planning is underway for Amelia in 2021.
Budget		2020-21	Administrator continues to manage 2020 budget funds and track anticipated 2020 budget carry over amounts which will be considered by the Board at their Dec. meeting.
Administr ation		Oct 2020	Office lease has been renewed with the City of Vadnais Heights for 3 more years of co-location.
SSU		ongoing	Board approved the storm sewer utility certification lists at October meeting - certifications will be submitted to the County's in Nov.
Administr ation/ HR		ongoing	Personnel and Finance Committee will be discussing employee benefits renewal in mid November

			CD's	4M Term Se	eries
FINANCIAL SUMMARY as of 11/1/2020				Maturity	Rate
4M Account (1.10)	4M Plus (1.23)	Total	Term series		
\$153,511	\$424,060	\$577,571			

Budget Summary	Actual Expense YTD	2020 Budget amended	Remaining in Budget	% YTD
Operations	\$537,302	\$697,800	\$160,498	77%
CIP	\$401,965	\$666,695	\$264,730	60%
Total	\$939,267	\$1,364,495	\$425,228	69%

November-20		Actual 11/1/20	Actual to Date	2020 Budget	2019 carry over/Grants	Remaining in Budget	2020 Available	Act vs. Budget
UDGET #				INCOME	over, drants	Budget	1	
5.11	Storm Water Utility	\$0	\$502,738	\$890,800	\$0	\$388,062	\$890,800	56
5.12	Service Fees	\$0	\$600	\$200	\$0	(\$400)	\$200	300
5.13	Interest + mitigation acct	\$24	\$4,217	\$5,000	\$0	\$783	\$5,000	84
5.14	Misc. income - WCA admin & other	\$0	\$5,150	\$3,000	\$0	(\$2,150)	\$3,000	172
5.15	Other Income Grants	\$2,454	\$95,812	\$0	\$0	(\$95,812)	\$0	
5.16	Transfer from reserves	\$100,000	\$350,000	\$0	\$0	(\$350,000)	\$0	
	TOTAL	\$102,478	\$958,517	\$899,000	\$0	(\$59,517)	\$899,000	107
			EXPEN	ISES				
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$1,918	\$21,801	\$25,200	\$0	\$3,399	\$25,200	87
3.120	Information Systems	\$2,286	\$13,116	\$20,000	\$2,000	\$8,884	\$22,000	60
3.130	Insurance	\$367	\$6,352	\$5,800	\$0	(\$552)	\$5,800	110
3.141	Consulting - Audit	\$0	\$6,893	\$6,700	\$0	(\$193)	\$6,700	103
3.142	Consulting - Bookkeeping	\$0	\$0	\$1,500	\$0	\$1,500	\$1,500	0
3.143	Consulting - Legal	\$0	-	\$4,000	\$2,500	\$5,485	\$6,500	16
3.144	Consulting - Eng. & Tech.	\$0	\$4,153	\$30,000	\$0	\$25,847	\$30,000	14
3.150	Storm Sewer Utility	\$0	\$4,565	\$14,000	\$0	\$9,435	\$14,000	33
3.160	Training (staff/board)	\$0	\$690	\$4,500	\$1,500	\$5,310	\$6,000	12
3.170	Misc. & mileage	\$204	\$3,861	\$5,500	\$800	\$2,439	\$6,300	61
3.191	Administration - staff	\$39,924	\$338,857	\$347,200	\$50,000	\$58,343	\$397,200	85
3.192	Employer Liability	\$9,692	\$91,286	\$89,600	\$12,000	\$10,314	\$101,600	90
3.2	Monitoring and Studies	ļ	. · ·	. · ·		. · ·		Į
3.210	Lake and Creek lab analysis	\$851	\$13,028	\$22,000	\$10,000	\$18,972	\$32,000	41
3.220	Equipment	\$0	\$276	\$4,000	\$0	\$3,724	\$4,000	7
	Wetland assessment &	<b>*</b> 1.0.10	\$17 F 10	<b>\$10,000</b>	<b>*</b> 0	(47.5.40)	<b>\$10,000</b>	475
3.230	management	\$4,949	\$17,549	\$10,000	\$0	(\$7,549)	\$10,000	175
3.3	Education and Outreach		•	•			•	•
3.310	Public Education	\$50	\$2,500	\$8,500	\$1,000	\$7,000	\$9,500	26
3.320	Marketing	\$143	\$2,348	\$7,500	\$0	\$5,152	\$7,500	31
3.330	Community Blue Ed Grant	\$0	\$9,012	\$10,000	\$2,000	\$2,988	\$12,000	75
otal Core func	tions: Ops, Monitoring, Education	\$60,384	\$537,302	\$616,000	\$81,800	\$160,498	\$697,800	77
apital Improve	ement Projects and Programs		-	•			•	•
3.4	Subwatershed Activity							
3.410	Gem Lake	\$0	\$0	\$0	\$0	\$0	\$0	
3.420	Lambert Creek	\$3,639	\$93,015	\$120,000	\$63,275	\$90,260	\$183,275	51
3.425	Goose Lake	\$0	\$41,444	\$60,000	\$150,316	\$168,872	\$210,316	20
3.430	Birch Lake	\$253	\$152,954	\$10,000	\$39,067	(\$103,887)	\$49,067	312
3.440	Gilf Black Tam Wilk Amelia	\$4,035	\$17,413	\$30,000	\$50,000	\$62,587	\$80,000	22
3.450	Pleasant Charley Deep	\$1,335	\$20,666	\$10,000	\$9,000	(\$1,666)	\$19,000	109
3.460	Sucker Vadnais	\$14,500	\$17,664	\$12,000	\$10,000	\$4,336	\$22,000	80
3.48	Programs							
3.481	Landscape 1	\$0	\$23,278	\$24,000	\$11,500	\$12,222	\$35,500	66
3.482	Landscape 2	\$0	\$22,621	\$20,000	\$11,361	\$8,740	\$31,361	72
3.483	Project Research & feasibility	\$0	\$9,725	\$0	\$0		\$0	#DIV/0!
3.470	Facilities Maintenance	\$2,000	\$3,125	\$5,000	\$29,176	\$31,051	\$34,176	g
3.5	Regulatory							
3.510	Engineer Plan review	\$0	\$60	\$2,000	\$0	\$1,940	\$2,000	3
	Total CIP & Program	\$25,762	\$401,965	\$293,000	\$373,695	\$264,730	\$666,695	60
	Total of Core Operations & CIP	\$86,146	\$939,267	\$909,000	\$455,495	\$425,228	\$1,364,495	69
		10/1/2020		-			•	

Fund Balance	10/1/2020	11/1/2020
4M Account	\$132,868	\$153,511
4M Plus Savings	\$524,037	\$424,060
Total	\$656,905	\$577,571

Restricted funds	11/1/2020
Mitigation Savings	\$21,036
Term Series (3/28/19)	\$0

Vadnais Lake Area Water Management Orga	t 12:24 PM
Profit & Loss	11/04/2020
October 10 through November 13, 2020	Cash Basis
	Oct 10 - Nov 13, 20
Ordinary Income/Expense	
Income	
5.1 · Income	
5.13 · Interest	24.12
5.15 · Other Income Grants	2,454.19
Total 5.1 · Income	2,478.31
Total Income	2,478.31
Gross Profit	2,478.31
Expense	
3.1 · Administrative/Operations	
3.110 · Office	
Copies	56.27
Phone/Internet/Machine Overhead	275.00
Postage	46.50
Rent	1,540.00
Total 3.110 · Office	1,917.77
3.120 · Information Systems	
IT Support	1,918.00
Website & email hosting	367.82
Total 3.120 · Information Systems	2,285.82
3.130 · Insurance	367.00
3.170 · Misc. & mileage	204.09
3.191 · Employee Payroll	
payroll	39,924.09
Total 3.191 · Employee Payroll	39,924.09
3.192 · Employer Liabilities	
Admin payroll processing	44.92
Administration FICA	2,861.77
Administration PERA	2,994.30
Insurance Benefit	3,791.24
Total 3.192 · Employer Liabilities	9,692.23
Total 3.1 · Administrative/Operations	54,391.00
3.2 · Monitoring and Studies	
3.210 · Lake & Creek lab analysis	851.00
3.230 · Wetland Asses. & Manage	4,948.99
Total 3.2 · Monitoring and Studies	5,799.99
3.3 · Education and Outreach	
3.310 · Public Education	50.00
3.320 · Marketing	143.19
Total 3.3 · Education and Outreach	193.19
3.4 · Capital Imp. Projects/Programs	
3.420 · Lambert Creek Restoration	
LL VLAWMO cash match	3,639.40

Total 3.420 · Lambert Creek Restoration	3,639.40
3.430 · Birch Lake	
4th & Otter project	252.95
Total 3.430 · Birch Lake	252.95
3.440 · Gilfillan Black Tamarack Wilkin	4,035.04
3.450 · Pleasant Charley Deep	1,334.80
3.460 · Sucker Vadnais	
3.461 · Sucker channel	2,000.00
3.460 · Sucker Vadnais - Other	12,500.00
Total 3.460 · Sucker Vadnais	14,500.00
3.470 · Facilities & Maintenance	2,000.00
Total 3.4 · Capital Imp. Projects/Programs	25,762.19
Total Expense	86,146.37
Net Ordinary Income	-83,668.06
Net Income	-83,668.06

eck Detai	I	lanagement Organizat				12:20 PI 11/04/202
Ober 10 throu Type Num	gh November 1 Date	3, 2020 Name	Item	Account	Paid Amount	Original Amoun
Check eft 1	1/03/2020 Reliance	Standard	Checki	ng - 1987		-201.7
			Insuran	ce Benefit	-201.70	201.7
AL					-201.70	201.7
Check eft 1	1/05/2020 further		Checki	ng - 1987		-5.0
			Insuran	ce Benefit	-5.00	5.0
AL					-5.00	5.0
Check 5036 1	0/28/2020 League	of MN Cities Insurance Trust WC	Checki	ng - 1987		-367.0
			3.130 ·	Insurance	-367.00	367.0
AL					-367.00	367.0
Check 5037 1	1/13/2020 City of V	/adnais Heights	Checki	ng - 1987		-1,917.7
			Rent		-1,540.00	1,540.0
			Phone/I	nternet/Machine Overhead	-200.00	200.0
			Phone/I	nternet/Machine Overhead	-75.00	75.00
			Postage	9	-46.50	46.50
			Copies		-56.27	56.2
AL					-1,917.77	1,917.7
Check 5038 1	1/13/2020 City Of I	Roseville	Checki	ng - 1987		-1,918.0
			IT Supp	ort	-959.00	959.00
			IT Supp	ort	-959.00	959.00
AL					-1,918.00	1,918.00

Check 5039 11/13/2020 Press P	ublications	Checking - 1987		-1,219.46
		LL VLAWMO cash match	-459.68	459.68
		LL VLAWMO cash match	-759.78	759.78
TOTAL			-1,219.46	1,219.46
Check 5040 11/13/2020 RMB En	vironmental Laboratories, Inc.	Checking - 1987		-851.00
		3.210 · Lake & Creek lab analysis	-605.00	605.00
		3.210 · Lake & Creek lab analysis	-246.00	246.00
TOTAL			-851.00	851.00
Check 5041 11/13/2020 EDCO		Checking - 1987		-142.09
		3.320 · Marketing	-142.09	142.09
TOTAL			-142.09	142.09
Check 5042 11/13/2020 City of V	White Bear Lake	Checking - 1987		-49,409.62
		payroll	-39,924.09	39,924.09
		Administration FICA	-2,861.77	2,861.77
		Administration PERA	-2,994.30	2,994.30
		Insurance Benefit	-3,584.54	3,584.54
		Admin payroll processing	-44.92	44.92
TOTAL			-49,409.62	49,409.62
Check 5043 11/13/2020 minneso	ota Native Landscapes	Checking - 1987		-2,000.00
		3.461 · Sucker channel	-2,000.00	2,000.00
TOTAL			-2,000.00	2,000.00
Check 5044 11/13/2020 Natural	Shore Technologies, Inc	Checking - 1987		-2,000.00
		3.470 · Facilities & Maintenance	-2,000.00	2,000.00
TOTAL			-2,000.00	2,000.00

Check 504	5 11/13/2020 SEH	Checking - 1987		-10,592.81
		3.440 · Gilfillan Black Tamarack Wilkin	-4,035.04	4,035.04
		LL VLAWMO cash match	-2,340.34	2,340.34
		3.230 $\cdot$ Wetland Asses. & Manage	-4,217.43	4,217.43
TOTAL			-10,592.81	10,592.81
Check 504	6 11/13/2020 HDR Engineering, Inc.	Checking - 1987		-367.82
		Website & email hosting	-367.82	367.82
TOTAL		•	-367.82	367.82
Check 504	7 11/13/2020 carp solutions	Checking - 1987		-1,334.80
		3.450 · Pleasant Charley Deep	-1,334.80	1,334.80
TOTAL			-1,334.80	1,334.80
Check 504	8 11/13/2020 Ramsey Washington Metro WD	Checking - 1987		-12,500.00
		3.460 · Sucker Vadnais	-12,500.00	12,500.00
TOTAL		-	-12,500.00	12,500.00
Check 504	9 11/13/2020 Kennedy & Graven, Chartered	Checking - 1987		-79.60
		LL VLAWMO cash match	-79.60	79.60
TOTAL		-	-79.60	79.60
Check 505	0 11/13/2020 Barr Engineering Co	Checking - 1987		-252.95
		4th & Otter project	-252.95	252.95
TOTAL		-	-252.95	252.95
Check 505	1 11/13/2020 Andy Shoemaker	Checking - 1987		-731.56
		3.230 · Wetland Asses. & Manage	-731.56	731.56

TOTAL		-731.56	731.56
Check 5052 11/13/2020 Tyler J Thompson	Checking - 1987		-20.99
	3.170 · Misc. & mileage	-20.99	20.99
TOTAL		-20.99	20.99
Check 5053 11/13/2020 Brian Corcoran	Checking - 1987		-95.12
	3.170 · Misc. & mileage	-95.12	95.12
TOTAL		-95.12	95.12
Check 5054 11/13/2020 Dawn Tanner	Checking - 1987		-53.48
	3.170 · Misc. & mileage	-53.48	53.48
TOTAL	-	-53.48	53.48
Check 5055 11/13/2020 Nicholas Voss	Checking - 1987		-84.50
	3.170 · Misc. & mileage	-34.50	34.50
	3.310 · Public Education	-50.00	50.00
TOTAL	-	-84.50	84.50

12:18 PM 11/04/2020

### Vadnais Lake Area Water Management Organization Custom Transaction Detail Report Se

September 1 three	ough November 1	, <b>2020</b>							1	Accrual Basis
	Туре	Date	Num	Name	Memo	Account	Cir	Split	Amount	Balance
Sep 1 - Nov 1, 20										
	Credit Card Charge	09/03/2020	Goo	oogle*SVCAPPS_VLAWM		US Bank CC	$\checkmark$	WEB	36.00	36.00
	Credit Card Charge	09/04/2020	Mid	dwest Veterinary Supply, Inc	drugs for otter project	US Bank CC	$\checkmark$	3.230 · Wetland Asses. & Manage	6.85	42.85
	Credit Card Charge	09/04/2020	Mid	dwest Veterinary Supply, Inc	supplies for otter project	US Bank CC	$\checkmark$	3.230 · Wetland Asses. & Manage	254.74	297.59
	Credit Card Charge	09/09/2020	ado	obe *photography plan		US Bank CC	$\checkmark$	Software	9.99	307.58
	Credit Card Charge	09/10/2020	Ace	e Hardware	supplies 4 & otter	US Bank CC	$\checkmark$	4th & Otter project	28.39	335.97
	Credit Card Charge	09/12/2020	Go	Daddy	domain renewal	US Bank CC	$\checkmark$	WEB	21.17	357.14
	Credit Card Charge	09/18/2020	Uni	iversity of Minnesota	mn water resource conferenced - phil	US Bank CC	$\checkmark$	3.160 · Training (staff/board)	85.00	442.14
	Credit Card Charge	09/18/2020	Fre	esh Thyme	correction crew snacks	US Bank CC	$\checkmark$	3.470 · Facilities & Maintenance	34.77	476.91
	Credit Card Charge	09/19/2020	sub	bway	lunch Corrections crew	US Bank CC	$\checkmark$	3.470 · Facilities & Maintenance	48.04	524.95
	Credit Card Charge	09/21/2020	Vist	sta Print	office supplies	US Bank CC	$\checkmark$	Supplies	195.96	720.91
	Credit Card Charge	09/21/2020	MN	Department of Natural Resources	ditch 14 E. Vad to Oak creek permit	US Bank CC	$\checkmark$	Ditch authority	300.00	1,020.91
	Credit Card Charge	09/21/2020	Uni	iversity of Minnesota	mn water resource conferenced - dawn	US Bank CC	$\checkmark$	3.160 · Training (staff/board)	85.00	1,105.91
	Transfer	09/21/2020			Funds Transfer	US Bank CC	$\checkmark$	Checking - 1987	-256.78	849.13
	Credit Card Charge	09/21/2020	Vac	cker Inc.	sign for 4th & Otter project	US Bank CC	$\checkmark$	4th & Otter project	275.00	1,124.13
	Credit Card Charge	09/25/2020	Zoo	om	subscription	US Bank CC	$\checkmark$	Hardware	16.09	1,140.22
	Credit Card Charge	09/28/2020	Ado	obe "Creative Cloud		US Bank CC	$\checkmark$	Software	32.20	1,172.42
	Credit Card Charge	10/05/2020	Goo	oogle*SVCAPPS_VLAWM		US Bank CC	$\checkmark$	WEB	36.00	1,208.42
	Credit Card Charge	10/24/2020	Zoo	om	subscription	US Bank CC		3.320 · Marketing	1.10	1,209.52
Sep 1 - Nov 1, 20									1,209.52	1,209.52

December-20		Actual 12/1/20	Actual to Date	2020 Budget	2019 carry	Remaining in	2020 Available	Act vs. Budget			
BUDGET #		,,,		INCOME	over/Grants	Budget					
5.11	Storm Water Utility	\$389,017	\$891,755	\$890,800	\$0	(\$955)	\$890,800	100%			
5.12	Service Fees	\$0	\$600	\$200	\$0	(\$400)	\$200	300%			
5.12	Interest + mitigation acct	\$19	\$000	\$200	\$0 \$0	(\$400) \$764	\$200	85%			
	Misc. income - WCA admin &		φ4,200		<b>\$</b> 0	\$704	\$3,000	00%			
5.14	other	\$100	\$5,250	\$3,000	\$0	(\$2,250)	\$3,000	175%			
5.15	Other Income Grants	\$48,800	\$144,612	\$0	\$0	(\$144,612)	\$0				
5.16	Transfer from reserves	\$0	\$350,000	\$0	\$0	(\$350,000)	\$0	155%			
	TOTAL \$437,936 \$1,396,453 \$899,000 \$0 (\$497,453) \$899,000										
			EXPEN	ISES							
3.1	Operations & Administration	1	1	1	1	1	1	1			
3.110	Office - rent, copies, post tel supplies	\$2,074	\$23,875	\$25,200	\$0	\$1,325	\$25,200	95%			
3.120	Information Systems	\$0	\$13,116	\$20,000	\$2,000	\$8,884	\$22,000	60%			
3.130	Insurance	\$0	\$6,352	\$5,800	\$0	(\$552)	\$5,800	110%			
3.141	Consulting - Audit	\$0	\$6,893	\$6,700	\$0	(\$193)	\$6,700	103%			
3.142	Consulting - Bookkeeping	\$0	\$0	\$1,500	\$0	\$1,500	\$1,500	0%			
3.143	Consulting - Legal	\$318	\$1,333	\$4,000	\$2,500	\$5,167	\$6,500	21%			
3.144	Consulting - Eng. & Tech.	\$0	\$4,153	\$30,000	\$0	\$25,847	\$30,000	14%			
3.150	Storm Sewer Utility	\$4,375	\$8,940	\$14,000	\$0	\$5,060	\$14,000	64%			
3.160	Training (staff/board)	\$0	\$690	\$4,500	\$1,500	\$5,310	\$6,000	12%			
3.170	Misc. & mileage	\$93	\$3,954	\$5,500	\$800	\$2,346	\$6,300	63%			
3.191	Administration - staff	\$26,616	\$365,473	\$347,200	\$50,000	\$31,727	\$397,200	92%			
3.192	Employer Liability	\$7,023	\$98,309	\$89,600	\$12,000	\$3,291	\$101,600	97%			
3.2	Monitoring and Studies		-					-			
3.210	Lake and Creek lab analysis	\$0	\$13,028	\$22,000	\$10,000	\$18,972	\$32,000	41%			
3.220	Equipment	\$0	\$276	\$4,000	\$0	\$3,724	\$4,000	7%			
3.230	Wetland assessment &	\$0	\$17,549	\$10,000	\$0	(\$7,549)	\$10,000	175%			
	management			+==;===		(++,=+=)					
3.3	Education and Outreach	1	r	1	1	1	0	r			
3.310	Public Education	\$0	\$2,500	\$8,500	\$1,000	\$7,000	\$9,500	26%			
3.320	Marketing	\$128	\$2,476	\$7,500	\$0	\$5,024	\$7,500	33%			
3.330	Community Blue Ed Grant	\$3,000	\$12,012	\$10,000	\$2,000	(\$12)	\$12,000	100%			
Total Core func	tions: Ops, Monitoring, Education	\$43,627	\$580,929	\$616,000	\$81,800	\$116,871	\$697,800	83%			
Capital Improve	ement Projects and Programs										
3.4	Subwatershed Activity										
3.410	Gem Lake	\$0	\$0	\$0	\$0	\$0	\$0				
3.420	Lambert Creek	\$519	\$93,534	\$120,000	\$63,275	\$89,741	\$183,275	51%			
3.425	Goose Lake	\$0	\$41,444	\$60,000	\$150,316	\$168,872	\$210,316	20%			
3.430	Birch Lake	\$0	\$152,954	\$10,000	\$39,067	(\$103,887)	\$49,067	312%			
3.440	Gilf Black Tam Wilk Amelia	\$1,721	\$19,134	\$30,000	\$50,000	\$60,866	\$80,000	24%			
3.450	Pleasant Charley Deep	\$0	\$20,666	\$10,000	\$9,000	(\$1,666)	\$19,000	109%			
3.460	Sucker Vadnais	\$0	\$17,664	\$12,000	\$10,000	\$4,336	\$22,000	80%			
3.48	Programs										
3.481	Landscape 1	\$2,000	\$25,278	\$24,000	\$11,500	\$10,222	\$35,500	71%			
3.482	Landscape 2	\$0	\$22,621	\$20,000	\$11,361	\$8,740	\$31,361	72%			
3.483	Project Research & feasibility	\$0	\$9,725	\$0	\$0	(\$9,725)	\$0	#DIV/0!			
3.470	Facilities Maintenance	\$1,500	\$4,625	\$5,000	\$29,176	\$29,551	\$34,176	14%			
3.5	Regulatory	\$1,000	\$4,020	\$0,000	\$20,110	\$20,001	<i>\$</i> 04,170	1 1470			
3.510	Engineer Plan review	\$0	\$60	\$2,000	\$0	\$1,940	\$2,000	3%			
0.010	Total CIP & Program	\$5,740	\$407,705	\$293,000	\$373,695	\$258,990	\$666,695	61%			
	Total of Core Operations & CIP	\$5,740	\$988,634	\$293,000	\$455,495	\$258,990 \$375,861	\$000,095	72%			
							,				

Fund Balance		11/1/2020	12/1/2020
4M Account		\$153,511	\$68,700
4M Plus Saving	S	\$424,060	\$424,077
Total		\$577,571	\$492,778

Restricted funds	12/1/2020
Mitigation Savings	\$21,036
Term Series (3/28/19)	\$0

Vadnais Lake Area Water Management Orga Profit & Loss November 14 through December 11, 2020	11:49 AM 12/02/2020 Cash Basis Nov 14 - Dec 11, 20		
Ordinary Income/Expense			
Income			
Misc.	100.00		
5.1 · Income			
5.11 · Storm Water Utility	389,016.98		
5.13 · Interest	19.41		
5.15 · Other Income Grants Birch Lake	48,800.00		
Total 5.15 · Other Income Grants	48,800.00		
Total 5.1 · Income	437,836.39		
Total Income	437,936.39		
Gross Profit	437,936.39		
Expense			
3.1 · Administrative/Operations			
3.110 · Office			
Copies	15.18		
Phone/Internet/Machine Overhead	275.00		
Postage	181.25		
Rent	1,540.00		
Supplies	62.50		
Total 3.110 · Office	2,073.93		
3.143 · Legal	318.40		
3.150 · Storm Sewer Utility	4,375.00		
3.170 · Misc. & mileage	93.42		
3.191 · Employee Payroll			
payroll	26,616.04		
Total 3.191 · Employee Payroll	26,616.04		
3.192 · Employer Liabilities			
Admin payroll processing	44.92		
Administration FICA	1,874.69		
Administration PERA	1,996.20		
Insurance Benefit	3,107.04		
Total 3.192 · Employer Liabilities	7,022.85		
Total 3.1 · Administrative/Operations	40,499.64		
3.3 · Education and Outreach			
3.320 · Marketing	128.00		
3.330 · Community Blue Education Grant	3,000.00		
Total 3.3 · Education and Outreach	3,128.00		
3.4 · Capital Imp. Projects/Programs			
3.420 · Lambert Creek Restoration			
Ditch authority	83.84		
LL VLAWMO cash match	434.76		

3.440 · Gilfillan Black Tamarack Wilkin	1,721.30
3.470 · Facilities & Maintenance	1,500.00
Total 3.4 · Capital Imp. Projects/Programs	3,739.90
3.48 · Programs	
3.481 · Landscape 1 - cost-share	2,000.00
Total 3.48 · Programs	2,000.00
Total Expense	49,367.54
Net Ordinary Income	388,568.85
Net Income	388,568.85

eck [		III rough Decem	ber 11 2020				12/02/2020
	Num	Date	Name	ltem	Account	Paid Amount	Original Amount
Check	eft	12/02/2020 Relia	nce Standard	Checkin	g - 1987		-201.70
				Insuranc	e Benefit	-201.70	201.70
AL						-201.70	201.70
Check	eft	12/05/2020 furth	er	Checkin	g - 1987		-5.00
				Insuranc	e Benefit	-5.00	5.00
AL						-5.00	5.00
Check	5056	12/11/2020 Nicho	olas Voss	Checkin	g - 1987		-15.6
				3.170 · N	lisc. & mileage	-12.65	12.65
				3.320 · N	larketing	-3.00	3.00
AL						-15.65	15.65
Check	5057	12/11/2020 Dawr	n Tanner	Checkin	g - 1987		-51.75
				3.170 · N	/isc. & mileage	-51.75	51.75
AL						-51.75	51.75
Check	5058	12/11/2020 Tyler	J Thompson	Checkin	g - 1987		-73.54
				3.170 · N	lisc. & mileage	-11.04	11.04
				Supplies		-62.50	62.50
AL						-73.54	73.54
Check	5059	12/11/2020 Brian	n Corcoran	Checkin	g - 1987		-101.82
				3.170 · N	lisc. & mileage	-17.98	17.98

	Ditch authority	-83.84	83.84
TOTAL		-101.82	101.82
Check 5060 12/11/2020 FirstService Residential	Checking - 1987		-2,000.00
	3.481 · Landscape 1 - cost-share	-2,000.00	2,000.00
TOTAL		-2,000.00	2,000.00
Check 5061 12/11/2020 Ehlers & Associates, Inc.	Checking - 1987		-4,375.00
	3.150 · Storm Sewer Utility	-3,500.00	3,500.00
	3.150 · Storm Sewer Utility	-875.00	875.00
TOTAL		-4,375.00	4,375.00
Check 5062 12/11/2020 Department of Corrections	Checking - 1987		-1,500.00
	3.470 · Facilities & Maintenance	-1,500.00	1,500.00
TOTAL		-1,500.00	1,500.00
Check 5063 12/11/2020 SEH	Checking - 1987		-2,156.06
	3.440 · Gilfillan Black Tamarack Wilkin	-1,721.30	1,721.30
	LL VLAWMO cash match	-434.76	434.76
TOTAL		-2,156.06	2,156.06
Check 5064 12/11/2020 impressive print	Checking - 1987		-95.00
	3.320 · Marketing	-95.00	95.00
TOTAL		-95.00	95.00
Check 5065 12/11/2020 Hisdahl's Trophies	Checking - 1987		-30.00
	3.320 · Marketing	-15.00	15.00
	3.320 · Marketing	-15.00	15.00
TOTAL		-30.00	30.00

Check 5066 12/11/2020 Freshwater Society	Checking - 1987		-3,000.00
	3.330 · Community Blue Education Grant	-3,000.00	3,000.00
TOTAL	-	-3,000.00	3,000.00
Check 5067 12/11/2020 City of Vadnais Heights	Checking - 1987		-2,011.43
	Rent	-1,540.00	1,540.00
	Phone/Internet/Machine Overhead	-200.00	200.00
	Phone/Internet/Machine Overhead	-75.00	75.00
	Postage	-181.25	181.25
	Copies	-15.18	15.18
TOTAL	-	-2,011.43	2,011.43
Check 5068 12/11/2020 City of White Bear Lake	Checking - 1987		-33,432.19
	payroll	-26,616.04	26,616.04
	Administration FICA	-1,874.69	1,874.69
	Administration PERA	-1,996.20	1,996.20
	Insurance Benefit	-2,900.34	2,900.34
	Admin payroll processing	-44.92	44.92
TOTAL		-33,432.19	33,432.19
Check 5069 12/11/2020 Kennedy & Graven, Chartered	Checking - 1987		-318.40
	3.143 · Legal	-318.40	318.40
TOTAL	-	-318.40	318.40

Vadnais Lake Area Water Management Organization									11:33 AM	
Custom Transaction Detail Report October 1 through December 1, 2020										12/02/2020 Accrual Basis
	Туре	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Oct 1 - Dec 1, 20										
	Credit Card Charge	10/05/2020		Google*SVCAPPS_VLAWM		US Bank CC	$\checkmark$	WEB	36.00	36.00
	Credit Card Charge	10/09/2020		adobe *photography plan		US Bank CC		Software	9.99	45.99
	Transfer	10/20/2020			Funds Transfer	US Bank CC		Checking - 1987	-1,429.20	-1,383.21
	Credit Card Charge	10/24/2020		Zoom	subscription	US Bank CC		3.320 · Marketing	1.10	-1,382.11
	Credit Card Charge	10/26/2020		Adobe "Creative Cloud		US Bank CC		Software	32.20	-1,349.91
	Credit Card Charge	10/26/2020		Zoom	subscription	US Bank CC		3.320 · Marketing	16.09	-1,333.82
	Credit Card Charge	11/03/2020		Google*SVCAPPS_VLAWM		US Bank CC		WEB	36.00	-1,297.82
Oct 1 - Dec 1, 20									-1,297.82	-1,297.82



# **2020 Program Highlights**

## **Volunteer Activities:**

- Adopt-a-raingarden: Fox Meadow (WBT), Heritage Hall (Gem Lake), VH City Hall, VH Elementary
- Leaf Pack monitoring: Lambert Creek, North Oaks channels (Deep, Charley Lakes)
- University of Minnesota community engagement volunteers: 12
- Aquatic Invasive Species (AIS): 3
- North Oaks movie night: Hometown Habitat
- Neighborhood raingarden and native plant tour (DIY)
- Rainbarrel webinar and install program
- Junior Watershed Explorer program

Vadnais Lake Area Water Management Organization



# **2020 Program Highlights**



Vadnais Lake Area Water Management Organization



# **2020 Program Highlights**

## JUNIOR WATERSHED EXPLORER





#### **Ceci and Ed Shapland** Minnesota Water Stewards

Watershed workbook for kids and families available in office and online

Vadnais Lake Area Water Management Organization

**Kate Winsor** North Oaks Natural **Resources Commission** 

Movie night at the North Oaks Golf Club: Habitat, stormwater, green infrastructure education



## **Movie Night** Wednesday, March 4th 7-9 PM - North Oaks Golf Club Ballroom

Free Event For North Oaks families and their guests

# Hometown Habitat Stories of Bringing Nature Home

A little bit about the movie For two years, producer/o Catherine Zimmerman and film crev traveled around the country to visit with ople who are exploring what it means bring conservation close to home

Zimmerman shares success stories an ssons learned to reawaken and redefine our relationship with natur The message is inspiring - we all have the power to support habitat by making

reflecting on how we use our yards, the ovie gives a glimpse of how natura ng can be the new re

Refreshments will be serve and the audience will leave with a free gift!!





# **2021 Aspirations**

## **Continued programs:**

- Invasive species control: Integration with Vadnais/Sucker Park restoration
- Citizen Science efforts
- Native plant swap event
- Neighborhood tour
- Adopt-a-Raingarden: Expand to new sites with public raingardens
- New Minnesota Water Stewards for 2021: 2

Vadnais Lake Area Water Management Organization



#### MINUTES OF THE BOARD OF DIRECTORS – June 2020 REGULAR BOARD MEETING October 28<sup>th</sup>, 2020

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

**Others in attendance:** Martin Johnson, Ed & Dianne Haddon, Troy Kunze, Erinn & Ralph Robovsky, Jeff Moore (VH residents); Grant Johnson (Re/Max Results); Emily Jennings (SEH); Bob Larson (VLAWMO TEC); Mark Houge (North Oaks Company).

#### I. Call to Order

The meeting was called to order at 7:00 pm by Chair Lindner. Lindner: present, Long: present, Rafferty: absent, Prudhon: present, Jones: present, Youker: present via Zoom.

#### II. Approval of Agenda

The agenda for the October 28, 2020 Board meeting was presented for approval, Chair Lindner asked for any additions or corrections. There were 2 proposed changes: move item V. B. 5. to the Consent Agenda as IV. B. 5. and the addition of item IV. B. 6. Payment of Workers Comp. Premium to LMCIT to the Consent Agenda.

A motion was made by Long and seconded by Jones to approve the October Board meeting agenda, as amended. Vote: all aye. Motion passed.

#### III. Visitors and Presentations

#### A. Public Visitors – non-agenda items

Edward Haddon (532 Bear Ave North, Vadnais Heights) brought forth concept plans for the extension of Bear Ave North in Vadnais Heights. Haddon expressed that some of the residents have no interest in changes to their development and questioned if such plans could be approved by VLAWMO.

Lindner noted that VLAWMO will have to go through the proper legal process for project approval or disapproval of the potential project. Haddon thanked them for their time. Troy Kunze (500 Bear Ave North, Vadnais Heights) noted the original development was platted in 1937 and residents have concern about water issues and sedimentation that may come with the development.

#### B. TEC Report and Financial – October

Belfiori briefly overviewed the October TEC Report to the Board and Finance Report.

#### IV. Consent Agenda

Chair Lindner asked if any Board members wished to speak on the project updates; none.

#### A. Approval of Minutes: August 26, 2020

The minutes from the August 26<sup>th</sup>, 2020 Board meeting are placed on the agenda for approval, as presented. No comments from the Directors.

A motion was made by Jones and seconded by Lindner to approve the August 26, 2020 Board meeting minutes, as presented. Vote: all aye. Motion passed.

#### B. Project Reports and Updates

Staff prepared updates for projects and programs in the October Board meeting packet. Belifori noted that while these were placed on the Consent Agenda, they provide some excellent reports and would encourage the Board to review them.

1. S.E.H. Wetland Inventory Report Sucker/Vadnais Subwatershed

Summary in October 28, 2020 Board packet.

#### 2. Pleasant Lake Sedimentation/Internal Load Study

Summary in October 28, 2020 Board packet.

3. Wilkinson Feasibility Study

Summary in October 28, 2020 Board packet.

4. Small Watershed 319 Process (Wilkinson Subwatershed)

Summary in October 28, 2020 Board packet.

5. Watershed Partner Award call for nominations

Voss gave a brief overview that the nominations for Watershed Partner Award are live.

6. Payment of workers compensation premium due to annual audit

Summary in October 28, 2020 Board packet.

A motion was made by Prudhon and seconded by Jones to approve the October 2020 Board meeting consent agenda, as amended. Vote: all aye. Motion passed.

#### V. Business

#### A. Administration

 Consider storm sewer utility certification lists for 2021 – Resolution 06-2020 Belfiori presented the proposed 2021 storm sewer utility parcel summary and lists for consideration and approval of Resolution 06-2020, certifying storm sewer utility charges to the County Auditor to be assessed on real estate taxes payable in 2021. Staff recommended approval. Discussion: None.

A motion was made by Jones and seconded by Prudhon to approve Resolution 06-2020, approving VLAWMO's Storm Sewer Utility Certification Lists for Anoka and Ramsey Counties for 2021. Vote: Lindner: aye, Long: aye, Prudhon: aye, Jones: aye, Youker: aye. Motion passed.

#### **RESOLUTION 06-2020**

#### A RESOLUTION CERTIFYING STORM SEWER UTILITY CHARGES TO THE COUNTY AUDITOR TO BE ASSESSED ON REAL ESTATE TAXES PAYABLE IN 2021.

WHERAS, Minnesota Law 2008, Chapter 366, Article 6, Section 47 provides that the Vadnais Lake Area Water Management Organization may certify to the County Auditors the amounts of storm sewer utility charges to be collected on said premises the ensuing year; and

WHEREAS, the Storm Sewer Utility (SSU) Rule of the Vadnais Lake Area Water Management Organization, provides that the watershed may certify to the County Auditors the amounts of unpaid utility charges to be collected as part of the tax levy/special assessments on said premises the ensuing year;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION, AS FOLLOWS:

1. Attachments 1 and 2 attached hereto and made a part thereof by reference is a list of parcels of real property lying within the VLAWMO limits of which have surface water runoff and on which there are service charges payable in 2021.

2. The Board hereby certifies said list and requests the Ramsey County Auditor and Anoka County Auditor to include in the real estate taxes/assessments due the amount set forth in Attachments 1 and 2 with taxes/assessments due and payable in 2021.

3. The VLAWMO Administrator is directed to tender a certified copy of this Resolution to the Ramsey and Anoka County Departments of Property Records and Revenue.

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



#### VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

I, the undersigned, Administrator of the Vadnais Lake Area Water Management Organization, hereby certify that I have carefully compared and attached the foregoing extract of minutes of a regular meeting of the Board of Directors of said watershed held on the 28th day of October 2020, with the original thereof on file in my office.

WITNESSED BY the Watershed Administrator this 28th day of October 2020.

Phil Belfiori, Administrator

#### 2. 2021 - 2023 Office space lease agreement

Belfiori presented a lease Agreement for continued partnership for renting office space at the Vadnais Heights City Hall. This comes after negotiations to renew VLAWMO's space lease, with terms that were recommended by the Policy & Personnel Committee, and proposed agreement would see an annual average increase in costs just under 3% over the next 3 years. The Vadnais Heights City Council voted to approve the proposed lease

Agreement at their Oct. 20, 2020 meeting. Staff recommended approval and adoption of Resolution 11-2020. **Discussion:** None.

A motion was made by Youker and seconded by Lindner to move the approval of the 2021-2023 VLAWMO lease Agreement with the City of Vadnais Heights, as presented, and approval of Resolution 11-2020. Vote: Lindner: aye, Long: aye, Prudhon: aye, Jones: aye, Youker: aye. Motion passed.

#### Resolution 11-2020 Of the Vadnais Lake Area Water Management Organization (VLAWMO) Office Lease

Resolution 11-2020 was moved by Director <u>Youker</u> and seconded by Director <u>Lindner</u>:

A RESOLUTION FOR APPROVAL OF THE 2021 - 2023 OFFICE LEASE with the City of Vadnais Heights.

Whereas, VLAWMO must maintain an office, with required facilities within the VLAWMO jurisdiction and the accommodations within the Vadnais Heights city hall meet those needs, and

Whereas, VLAWMO finds the location, accommodations and personnel at city hall to be a good fit with VLAWMO needs,

**Therefore be it resolved** to approve the 2021 – 2023 lease agreement with the City of Vadnais Heights with any nonmaterial changes and upon advice of Counsel.

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

	Yea	<u>Nay</u> <u>Absent</u>	
Dan Jones			
Ed Prudhon			
Rob Rafferty			
Marty Long			
Patricia Youker			
Jim Lindner			
		Board Chair Date	
			Attest Date

#### B. Projects

#### 1. Lambert Lake Meander and Sheetpile Replacement Project

**a.** Consider contract award for the Lambert Lake Project – Res. 07-2020 Tanner presented that after the bid closing and opening for the Lambert Lake project, 10 bids for construction were received. SEH has completed a tabulation and review of all bids, and is recommending Sunram Construction, Inc for the bid award in the amount of \$539,976.90, and is also the lowest bidder. SEH and staff are recommending authorization to select Sunram for bid selection, along with authorization of the VLAWMO Administrator to sign into contract with the selected bidder. Staff recommends the Board ratify and approve signing of Resolution 07-2020 formally approving the bid recommendation, approve notice of award, authorize SEH to prepare the conformed contract, and authorize signature of the contract by the VLAWMO Administrator. **Discussion:** Jones mentioned the Engineer's Estimate and asked about the range of project bids. Jennings noted that the unit prices varied between the bidders and spoke to the range, and the complexity of the type of work. Jennings spoke of Sunram's experience with prior wetland work in the winter, being comparable to the Lambert Lake project, and submitted 3 project examples, including stream restoration projects. Lindner noted that being wary of change orders and low bidding. Belfiori noted the change order cap of 15% for the project. Prudhon asked about contingencies for change orders. Jennings noted a 10% reserve was set aside for any changes in materials.

A motion was made by Prudhon and seconded by Jones for the approval of Resolution 07-2020 authorizing the selection of bid recommendation to Sunram Construction, Inc.; approves the notice of award; authorizes SEH to prepare the conformed contract; and authorizes the VLAWMO Administrator to sign the contract upon receipt from Sunram Construction, Inc. and upon advise from counsel. Vote: Lindner: aye, Long: abstains, Prudhon: aye, Jones: aye, Youker: aye. Motion passed.

#### Resolution 07-2020

Of the Vadnais Lake Area Water Management Organization (VLAWMO)

#### Order recommended bid; approve the notice of award; authorize SEH to prepare the conformed contract; and authorizes the VLAWMO Administrator to sign contract upon receipt from contractor for Lambert Lake Pond sheetpile replacement and meander construction

Resolution 07-2020 was moved by Director <u>Prudhon</u> and seconded by Director <u>Jones</u>:

Whereas, the Board of the Vadnais Lake Area Water Management Organization (the "Board") is proceeding with the Lambert Lake VLAWMO Bacteria, Sediment, and Nutrient Reduction Project as agreed upon in the grant and loan contracts agreed upon and signed with MPCA in 2019;

Whereas, the sheetpile replacement and meander construction portions of the project are referenced as "Lambert Lake Improvements" in the formal request for bids and project specification;

**Whereas**, the Board has reviewed anticipated project costs as part of the June, 2020, Board meeting; reviewed the plans and a summary of specifications during the August, 2020, Board meeting; authorized solicitation of bids for Lambert Lake Improvements during the August, 2020, Board meeting;

Whereas, in accordance with applicable legal requirements, VLAWMO duly advertised for sealed bids for construction of the Lambert Lake Improvements, and on October 1, 2020 via QuestCDN, bids were opened and read aloud, with 10 bids being received for the Project;

**Whereas,** SEH has submitted a memorandum dated October 13, 2020, in which it reports that the low bid was submitted by Sunram Construction, Inc., in the amount of \$539,824.00, that the bid is responsive and that Sunram Construction, Inc., is a responsible bidder, and recommends awarding the bid accordingly;

Therefore be it resolved that the VLAWMO Board that:

- 1. The contract for the Lambert Lake Improvement Project is awarded to Sunram Construction, Inc. for the contract price of \$539,824.00;
- 2. The VLAWMO Board authorizes SEH to sign and transmit the Notice of Award, SEH to prepare the conformed contract, the VLAWMO Administrator to sign the construction agreement and issue the notice to proceed on advice of SEH and counsel and when prerequisites for issuance have been met by the contractor;

3. The VLAWMO Board authorizes the VLAWMO Administrator to sign change orders increasing the contract price in an aggregate net amount not exceeding 15 percent of the contract price

The question was on the adoption of the resolution and there were  $\underline{4}$  yeas and  $\underline{0}$  nays as follows:

	<u>Yea</u>	<u>Nay Absent</u>
Dan Jones		
Ed Prudhon		
Rob Rafferty		
Marty Long		
Patricia Youker		
Jim Lindner		
		Board Chair Date
		Attest Date

#### b. Consider SEH construction inspection scope of work

Staff is recommending the Board authorize a not-to-exceed amount of \$41,750 for a contract for scope of work for construction oversight, inspection, and documentation for the length of the Lambert Lake project. Staff requests that the Board approve the scope of work and not-to-exceed total of \$41,750 for construction services including oversight, inspection, and documentation. Staff also requests that the Board authorize signing the Supplemental Letter Agreement by the VLAWMO Administrator for SEH construction services. Tanner noted that more oversight by SEH is more likely to keep the project budget from fewer overruns. Addition of drone flights is also included in the contract price.

#### Discussion: none

A motion was made by Jones and seconded by Prudhon for the approval of the scope of work and not-to-exceed total of \$41,750 for contract and hiring of SEH for construction services including oversight, inspection, and documentation, and authorizes signing the Supplemental Letter Agreement by the VLAWMO Administrator for SEH construction services. Vote: Lindner: aye, Long: abstains, Prudhon: aye, Jones: aye, Youker: aye. Motion passed.

#### 2. Consider VLAWMO Cost Share Program Policy Update

Thompson presented the proposed Policy updates for the VLAWMO Cost Share Program via PowerPoint presentation and thanked those involved for their time and consideration on the effort. At their 10/9/20 meeting, the VLAWMO TEC recommended to the Board the approval of "Option 1" for updated of the VLAWMO Cost Share and Community Blue Grant Programs. Staff recommends the Board consider approval of the Program Policy updates, and ratification of Resolution 08-2020 implementing these updates.

**Discussion:** Lindner asked about marketing for the Program and Thompson noted that the Education & Outreach Program will continue to do a great job of promoting the Program. A motion was made by Jones and seconded by Long for the authorization of "Option 1" for updating of the VLAWMO Cost Share Program, and approving ratification of VLAWMO

## Resolution 08-2020. Vote: Lindner: aye, Long: aye, Prudhon: aye, Jones: aye, Youker: aye. Motion passed.

#### Resolution 08-2020 Of the Vadnais Lake Area Water Management Organization (VLAWMO) To clarify and update the use of VLAWMO Cost Share & Community Blue Program Funds

Resolution 08-2020 was moved by Director \_Jones\_ and seconded by Director \_Long\_:

Whereas, The VLAWMO Board established a Cost-share program to contribute funding to eligible projects where an application has been approved by the VLAWMO Board or VLAWMO Technical Commission, and

Whereas the VLAWMO cost share program has been subsequently updated with past resolutions 08-2009, 02-2012, and 01-2014, to become the current Program, which currently includes the rain barrel, Landscape Level 1, and Landscape Level 2 grant programs, and

**Whereas,** Funds for the Cost Share Program are established and budgeted on an annual basis, with projects recommending \$5,000.00 or more in VLAWMO grant funds require approval from the VLAWMO Board of Directors, and grant funding in lesser amounts requiring approval from the VLAWMO Technical Commission, and

Whereas, at the June 2020 VLAWMO Board meeting, the Directors discussed the need to review the current VLAWMO cost share policy and related program budget, and

Whereas, at the August 2020 VLAWMO Board meeting, the Board authorized a Cost Share Program Policy Review & Update Subcommittee creation and agreed to schedule a subcommittee meeting in September 2020, and

Whereas, the Cost Share Program Policy Review Subcommittee met on Sept. 23, 2020 and reach unanimous consensus to pursue "option 1" which included proposed program changes to clarify and update the eligibility for the VLAWMO Landscape Cost Share Grant Program, Level 1 & Level 2, as well as the partial program and funding integration of VLAWMO Education and Outreach Community Blue Education Grant Program to create the Soil Health Grant, and

Whereas, at the October TEC meeting the Commissioners approved the Cost Share Program Policy Review Subcommittee Recommendation to the VLAWMO Board, and

Whereas, The Board intends to evaluate these Program changes after one year.

**Therefore, be it resolved**: The VLAWMO Board of Directors adopts the attached language and documents dated 10-28-2020 to update the VLAWMO Cost Share & Community Blue Grant Programs eligibilities and funding amounts as presented and with non-material changes to Program documents allowed, upon approval. The question was on the adoption of the resolution and there were <u>5</u> yeas and <u>0</u> nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	
Dan Jones				
Ed Prudhon				
Rob Rafferty				
Marty Long				
Patricia Youker				
Jim Lindner				
		Board Chair Date		
		Attest D	Attest Date	

#### 3. Consider East Goose Lake Adaptive Lake Management Public Engagement

Belfiori overviewed the most recent East Goose Lake Adaptive Management strategy, as well as recent efforts on public engagement. A presentation was given to City of White Bear Lake City Council at their 10/13/20 meeting, and no reservations were voiced to future partnership on public engagement or building of a financial partnership to implement possible draft management activities. Staff is recommending the Board authorize staff to proceed with scheduling the East Goose Lake Neighborhood Conversation for Dec. 1, 2020 at 6:30 pm and authorize the distribution of the invitation letter for this meeting with any non-material changes. Belfiori presented the included presentation in the meeting packet. **Discussion:** Prudhon asked about the scope of the residents that were reached out to. Belfiori answered that it would be landowners around the Lake. Jones mentioned he would like to see more outreach to the businesses and organizations invited and asked for their input, interest and assistance. Jones and Long expressed interest in asking the SPRWS for assistance in lake management. Belfiori noted that the bigger businesses and agencies will be scoped for inclusion.

A motion was made by Prudhon and seconded by Jones for the authorization to proceed with scheduling the East Goose Lake Neighborhood Conversation for Dec. 1, 2020 at 6:30 pm and authorize the distribution of the invitation letter for this meeting with any non-material changes. Vote: all aye. Motion Passed.

#### 4. Consider Ditch 14 Maintenance Project E. Vadnais Lake to Oak Creek Dr.

Corcoran presented the continued work on the proposed maintenance work on 700 linear feet of lower Ditch 14 (Lambert Creek), downstream of Oak Creek Drive W and into East Vadnais Lake. Work would include dredging of material down to the ACSIC elevation profile and lowering of the downstream culvert. Progress is being made on the permit process with the DNR, SPRWS, Ramsey County, and BWSR. Due to the unique timing of pending permits and work schedule, staff is recommending approval and authorization of the Administrator for signing of the contract with Scandia Trucking for proposed work, authorize the Administrator to sign liability waivers with Ramsey County and SPRWS, and authorization to move up 2021 budget funds (up to \$15,000) for possible 2020 construction.

**Discussion:** Belfiori thanked Youker for her help in moving towards this project, as well as the Board pursuing this project. Lindner asked about potential maintenance of this work. Corcoran noted the possible upstream ditch work to keep flow open. Prudhon asked about moving the funds from 2021 to 2020. Belfiori outlined pulling funds from budgeted maintenance 2020 funds if the project is completed this fall.

A motion was made by Youker and seconded by Jones for the authorization to proceed with the above three (3) actions; contract with Scandia Trucking for Ditch 14 maintenance project with any non-material changes and upon advice of Counsel; the VLAWMO Administrator to sign liability waivers with Ramsey County and St. Paul Regional Water Service; authorization to move up 2021 budgeted work into 2020 budget for possible construction yet this year and increase authorized spending up to \$15,000 for project costs. Vote: all aye. Motion Passed.

#### C. Operations

#### 1. Consider Birch Lake Animal Hospital Buffer Variance Request

Corcoran presented the request of a wetland buffer variance for the Birch Lake Animal Hospital to expand parking space and reduce off-street parking. As part of the request, the requester will add an infiltration basin to reduce runoff to the effected wetland. Staff is recommending the Board approves the wetland buffer variance request, contingent on the installation of the proposed infiltration basin, and ratification of Resolution 09-2020 granting this variance.

**Discussion:** Lindner asked if the TEC had recommended approval. Corcoran noted that the request had come in after TEC and due to timing constraints, there is no TEC

recommendation at the time of the Board meeting. Jones questioned whether the infiltration basin has a maintenance plan, and is not in favor of the request if there is no available information. Belfiori asked about the purpose of the variance, is it strictly for the infiltration basin or solely for VLAWMO's buffer rules. Corcoran clarified that the City normally arranges a maintenance agreement, and there is not information yet on an agreement, but noted a contingency may be placed on the variance for the basin maintenance. Corcoran also noted that this decision is strictly based upon VLAWMO's buffer rules. Jones discussed the possibility of tabling the agenda item. Lindner noted that without the TEC's recommendation, a motion to table the agenda item for the December meeting would seem beneficial to gather more information.

<u>A motion was made by Jones and seconded by Prudhon to seek more information and table the hearing of the Birch Lake Animal Hospital Buffer Variance Request to the December 9.</u> 2020 Board meeting. Vote: all aye. Motion Passed.

## 2. Consider Moore's Vincent Estates (Staeheli) Buffer Variance Request – Res. 10-2020

Corcoran presented a VLAWMO wetland buffer variance request submitted for a proposed 22 unit development in Vadnais Heights, named Moore's Vincent Estates. A total of 111 square feet of structure, a raised deck, would be within the wetland buffer. The applicant has made changes in development designs to allow for maximum reduction of impervious surface and stormwater volume reduction. Staff is recommending approval of the wetland buffer variance request on unit 22 (111.3 sq ft) for the Moore's Vincent Estates, and ratification of Resolution 10-2020 approving this wetland buffer variance.

**Discussion:** Lindner and Prudhon questioned the effects of the proposed development design based on the proximity to the wetland and the possible future implications. Jones asked for clarification on the two wetland buffer lines shown on plan and Corcoran provided clarification. Lindner asked how the proposed development would be effected without a granted Variance. Jeff Moore answered that a possible deletion of unit 22 would need to be analyzed to determine financial feasibility of the development project if the VLAWMO Board does not approve, though the development size may decrease. Prudhon asked about the guarantee of engineering for the building, noting concerns about soils, building integrity, and the assumption of risk. Moore noted that the buildings will be engineered properly and meet all state codes, and the adjacent wetland has ample elevation from the proposed development. Jones thanked Moore for his explanation and clarification. Prudhon noted his hesitation on approval of the proposed wetland buffer variance.

A motion was made by Jones and seconded by Youker for the authorization of the wetland buffer variance to Moore's Vincent Estates, unit 22, and ratification of Resolution 10-2020 granting this variance. Vote: Lindner: aye, Long: aye, Prudhon: aye, Jones: aye, Youker: aye. Motion passed.

#### Resolution 10-2020

Of the Vadnais Lake Area Water Management Organization (VLAWMO) Buffer Variance Moore's Vincent Estates

Resolution 10-2020 was moved by Director <u>Jones</u> and seconded by Director <u>Youker</u>:

Whereas, the Board of the Vadnais Lake Area Water Management Organization has considered the buffer variance request for Moore's Vincent Estates (Staeheli) as presented by VLAWMO staff. The variance request and documents are attached to this Resolution, and

**Whereas,** Moore's Vincent Estates (Staeheli) are proposing a variance to the VLAWMO wetland buffer of a max of 10' (111.3 sq ft) on unit 22 for a deck and enclosed porch, please see attached buffer exhibit. A Manage 2 wetland is

adjacent to the proposed 22 unit development. Buffer impact has been reduced by narrowing road and cul-de-sac as well as clustering townhomes to reduce previous surface,

Therefore be it resolved that the Buffer Variance for Moore's Vincent Estates (Staeheli), dated 10-28-2020 is approved.

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

	<u>Yea</u>	Nay	<u>Absent</u>	
Dan Jones				
Ed Prudhon				
Rob Rafferty				
Marty Long				
Patricia Youker				
Jim Lindner				
		Boar	Board Chair Date	
		Attest Date		

#### 3. Anderson Woods Replacement Plan Amendment

Corcoran presented a proposed wetland replacement plan for the Anderson Woods South development in North Oaks. The replacement plan proposes .1925 acres of permanent impact to one wetland, and would be replaced by withdrawing .3850 acres of wetland credit from the North Oaks Company wetland bank, Account #170. The project has been designed to minimize wetland impacts to the extent practicable and include construction practices to reduce or eliminate secondary wetland impacts. Staff is recommending to the Board for the approval of the wetland impact amendment for Anderson Woods South of an additional 0.0142 acre of permanent wetland impact, replacement at 2:1 via wetland bank credits will increase from 0.3850 (acres) to 0.4134 (acres), a 7.4 percent increase from original June 24th, 2020 approved replacement plan.

**Discussion:** Lindner clarified this is an amendment to an earlier approved action in June. <u>A motion was made by Long and seconded by Jones for the authorization and approval of the</u> <u>wetland impact amendment for Anderson Woods South of an additional 0.0142 acre of</u> <u>permanent wetland impact, replacement at 2:1 via wetland bank credits will increase from</u> <u>0.3850 (acres) to 0.4134 (acres). Vote: all aye. Motion Passed.</u>

#### VI. Discussion/Updates – Meeting Format Discussion

Lindner addressed the current state of meeting format and needing the decision for moving to electronic meetings for the near future. Belfiori noted the Board would need to justify moving back to electronic meetings with a document. Prudhon asked about ease of visitors and presentations. Lindner supported moving back to the electronic format again, as the VLAWMO attorney advised deciding on a meeting format, one way or the other. Lindner and Prudhon noted that their cities are meeting in person, Jones and Long noted that Zoom has worked well for their cities. Lindner acknowledged his intent to sign the electronic meeting disclosure document, and noticed that the December 2020 Board meeting will be virtual.

#### VII. Administration Communication A. MAWD Annual meeting

Belfiori noted the MAWD annual meeting will be held electronically.

#### VII. Adjourn

A motion was made by Prudhon and seconded by Jones to adjourn at 8:59 pm. Vote: all aye. Motion passed. Minutes compiled and submitted by Tyler Thompson.



To: VLAWMO Board of Directors

From: VLAWMO Staff

Date: December 9, 2020

#### Re: IV. B. Project Reports and Updates

1. Consider Natural shores combined maintenance contract: VLAWMO staff requested a quote from Natural Shore Technologies for maintenance of previously grant-funded restoration sites. These sites are required to be maintained as part of the grant agreements. VLAWMO has used a variety of contractors, and some sites were not being maintained (as identified during an inspection/reporting with MN DNR during 2019). Sites included in the combined contract include: Birch shoreline, Birch 4th and Otter near the iron-enhanced sand filter, Sucker Channel, Kohler Bend, and Oakmede Lane. See the full proposal included in the packet. The Kohler Bend site was prepped for this effort by using the corrections crew to clear overgrown buckthorn during 2020.

Note that, for the Birch Lake shoreline, BLID and City of White Bear Lake would continue to support half (or \$1000 of the \$2,000 total for that site) for annual maintenance, as they have been doing. And, for the 4th and Otter iron-enhanced sand filter site, the City would pay back VLAWMO 50% of the maintenance cost for this site, as per the maintenance agreement.

The recommendation from the TEC is to support the combined maintenance contract with Natural Shore Technologies in the amount of \$8,200 in 2021.

As part of the consent agenda, staff propose a motion for the Board to approve the maintenance contract with natural Shore Technologies for 2021.

Motion: The VLAWMO Board authorizes VLAWMO staff to complete a combined maintenance contract with Natural Shore Technologies in the amount of \$8,200 for 5 sites in 2021.

- 2. WBF in Goose subwatershed (Co. Rd F Raingardens ):
- 3. 319 Priority Watershed process continuing: VLAWMO and MPCA have continued working together to prepare for the 319 funding round for 2021. EPA approved the format and content of the spreadsheet for Birch Lake that was mentioned in the October Board packet. VLAWMO staff have prepared a draft of possible projects with estimated rough load reductions in the form of a spreadsheet for Wilkinson and Tamarack Lakes. We have been working with North Oaks Company and Barr Engineering to include recommended projects that will come out of their current feasibility for large, regional projects. We anticipate that the spreadsheet and memo for MPCA and EPA will be part of the Feb. Board packet.
- **4.** East Goose Lake: public engagement meeting & fisheries management with MN DNR: A public engagement meeting was held with East Goose Lake shoreline owners on Dec. 1 (6:30-7:30) in partnership with VLAWMO and City staff. Councilmember Jones provided a welcome and introduction. City Manager Hiniker facilitated the meeting. See agenda item V.B.2. for additional information and update on East Goose Lake engagement.

VLAWMO staff have been discussing and coordinating with MN DNR for predator fish stocking in East Goose Lake for 2021. MN DNR is also interested in harvesting bullhead to feed MN State Fair fish because there is an abundance of bullhead in the lake, and the lake is accessible for MN DNR to do small harvests and transport fish to the Fair site. We expect to work with MN DNR to stock walleye fingerlings into East Goose Lake in the spring (pending results of stakeholder engagement). These small fish will eat a lot of bullhead as they grow. They likely will not survive in the lake until water quality has improved and habitat (vegetation) is available. However, they will likely greatly reduce the bullhead population over the course of the spring/summer season.

- 5. Ditch 14 maintenance Ditch 14 maintenance from East Vadnais Lake to Oak Creek Dr. began 12/2/2020. Project will lower culvert under the Ramsey County trail, remove a concrete weir, and dredge the ditch to the ACSIC elevation. This work is to improve ditch flow and to help reduce upstream flooding issues. Project should be completed no later than 12/11/2020.
- 6. Great River Greening update on Vad./Sucker Park restoration: VLAWMO staff received notification that the restoration project of 45 acres in Vadnais-Sucker Park has been fully approved and is ready to go forward during 2021. Additional information and expected timeline have been requested by VLAWMO staff but not yet received from Great River Greening.
- 7. Update on Vote for master water steward @ TEC
- 8. Update on Lambert biochar: The biochar portion of the Lambert project is behind schedule. Time and activities were delayed due to COVID. VLAWMO received an invoice beyond what was allocated for the current grant-funded task (designing and installing biochar). The invoice has been formally placed on hold with the University of Minnesota and is anticipated to be paid in Feb., once the UMN team has caught up and proceeded on to task 2 of the grant activities. A design is underway and anticipated during a meeting with VLAWMO staff and the UMN project lead on Dec. 7. With design details, VLAWMO staff can continue permitting discussions.
- 9. Interim report available on Pleasant Lake carp project: Carp Solutions completed a report of electroshocking and biomass estimate in 2019 and spawning movement in 2020. The report is available on the <u>VLAWMO website</u>.
- 10. Minnesota Water Stewards selections: VLAWMO staff received two applications for the Minnesota Water Stewards 2021 program. Upon review, staff will recommend the two applications for approval into VLAWMO's MN Water Steward program for the 2021 training year in conjunction with Freshwater Society. The cost for two sponsored Stewards is reduced to \$3,000 (formally \$4,000) for Freshwater's customized online training due to COVID-19. Funds are allocated from Education and Outreach 3.33, Community Blue, as allocated according to new Community Blue structures applied at the October, 2020 BOD meeting. Interviews were conducted on November 4<sup>th</sup>, 2020 via zoom. Applicants (Gary Ellis, Sierra Weirens) both reside in the City of North Oaks and have also expressed interest in working both in and outside of North Oaks. Training begins for new MN Water Stewards in January, 2021, and completes in May. Upon completion of training each steward is required to complete a capstone project and fulfill 50 hours of service to the host site (VLAWMO) within the next year. Following years require 25 hours of service annually to retain membership in program. With two more additions VLAWMO's MN Water Steward team will consist of 5 members helping to provide valuable education and outreach programming, event support, and content.



ECOLOGICAL RESTORATION Lakeshores | Wetlands Stormponds | Raingardens

MN NATIVE PLANTS NURSERY

PROJECT MAINTENANCE

September 8, 2020

VLAWMO 2021 Vegetative Management Bid

Dear Dawn,

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

Estimated Maintenance for 2021:

Birch Lake Shoreline- \$2,000

- Spring clean-up plus 5 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- \$1,500

- Spring mowing plus 5 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

Additional recommended fall mowing in 2020- \$170

Sucker Channel Shoreline Restoration- \$2,000

- Spring clean-up plus 5 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- \$1,500

- 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.)
- Inlet or catch basin cleaning (removal of debris blocking grates)
- Supplemental native seed or plants to boost biodiversity

Oakemede Lane- \$1,200

- 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 (2-3 flats)

USING ECOLOGY TO RESTORE LAND AND WATER



ECOLOGICAL RESTORATION Lakeshores | Wetlands Stormponds | Raingardens MN NATIVE PLANTS NURSERY

PROJECT MAINTENANCE

2021 VLAWMO Maintenance total- \$8,200

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. We can work with you to adjust the amount of visits or other maintenance strategies to align with any budget constraints you might have for each of the sites, or to better obtain your site objectives.

Thank you,

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

#### 2021 Maintenance Contract

Approval of 2021 Vegetative Maintenance

Contract Value: \$\_\_\_\_\_

Client names: VLAWMO

Signed:

Date

Contractor: Natural Shore Technologies, Inc.

Signed:

Martin. 17

William M. Bartodziej, M.S. Senior Restoration Ecologist, Natural Shore Technologies

**Please return a signed copy of this contract and a check to:** Natural Shore Technologies, Inc. 6275 Pagenkopf Rd. Maple Plain, MN 55359

USING ECOLOGY TO RESTORE LAND AND WATER


To: VLAWMO Board of DirectorsFrom: Phil Belfiori, Administrator; Tyler Thompson, GIS Watershed TechnicianDate: December 3, 2020

#### Re: IV. C. Consider Updated Project Table for FY 20/21 BWSR WBF

At the August 2020 meeting, the Board approved a project list table that included VLAWMO's portion and project for the 2020/2021 Watershed Based Funding grant in the Mississippi East region. Since then staff have made some revisions clarify measurable outcomes and specify "prioritize, target and measurable criteria" as required by BWSR. The attached revised table now identifies two grant activity divisions to allocate the approximate \$93,000 of grant funds between 2021 and 2023. After discussing with BWSR, staff has updated our grant project portions in the table that would split '21-'23 WBF grant funding between additional funding for the Cost Share program and stormwater BMPs in the Gilfillan-Tamarack-Black-Wilkinson-Amelia, Birch, and Goose Lake subwatersheds.

Moving forward, BWSR will again review our grant table activity items for meeting the grant requirements and will work with us to approve them. Grant activity approval is anticipated by the end of March 2021. Once approved, staff will complete a grant workplan that should be finalized and approved by BWSR in April 2021, followed by execution of the grant agreement.

#### Recommendation

Staff recommends the VLAWMO Board approve the attached updated Mississippi East Collaborative Project List table and authorize the submittal of the table to BWSR.

#### **Proposed Motion**

\_\_\_\_\_\_ moves to approval the attached updated Mississippi East Collaborative Project List table and authorize the submittal of the table to the BWSR with any non –material changes. Seconded by \_\_\_\_\_\_.

Attached:

• VLAWMO-updated Proposed Mississippi East Collaborative Project List

									Local match						
Responsible Party/Agency	Name of Activity/Project/Program	Description of Activity/Project/Program	Plan reference	Water Resource(s)	LGU Coordination	Timeframe for implementation	Grant f reque		funds (minimum 10%)	Total pro cost		cal Agent	Prioritization and Targeting	Measurable Outcomes	Other Notes (if needed)
CCWD	Aurelia Park Stormwater Retrofits	Design and install stormwater retrofits in Aurelia Park to reduce sediment and nutrient loading to Springbrook Creek. The proposed stormwater retrofits will treat water from a S1-are urban catchment that is currently dicharging directly to Springbrook without any retarment. Proposed BMPS include construction of an ex stormwater treatment basin/service to promote setting of pollutants, provide storage/rate construct and the storage/rate construction of the park. This work would also include associated errouting of atomswater prove and installation of pre-treatment sungers and baffles. If unforeseen site conditions limit constructability, alternate BMPs such as underground storage and fittation will be substituted as needed to meet stated water quality outcomes.	CCWD plan, pg 45: "Goal 3: To ensure water is protected from contamination 3.3 To protect and, where needed, improve the physical, chemical, biological, and aesthetic quality of the water resource, Pg 54: "Strategies To construct, modify, or retrofit stromwater tratent devices to increase theria bility to trace from water quality." Blaine LSWMP Table 6.1 "Project 7: Aurelia Park Infiltration Basin", ACD 2020 Annual Plan: "Priority initiatives for 2020: SAA Plan Implementation (p. 13)"	Springbrook Creek	Coon Creek WD/ City of Blaine	Mar 2021-Nov 2023	\$	77,542 \$	250,00	0 \$ 32	7,542	CCWD	This project, identified in the Springbrook SRA, is within one of our four TDNL targeted subwatenbeds and five flood reduction subwatenbeds. Reducing politaria toding and stormwater volume this area 3 "High" under the Management Plinotites scheme of our Watenbed Management Plan and Blaine (SWMP.	n Reduced TSS and TP loading to Springbrook Creek by at least 8965	The Aurelia Park Infiltration Basin project referenced in the Blaine LSWMP and Springbrook SRA report has been expanded in scope considerably to the proposed concept given the findings of the "Aurelia Park Flood and Water Quality Improvements" feasibility study performed by Wenck Associates in September 2019. Available by request. Note: reallocated \$15,500 of CCWO allocation towards ACD's proposed animated videos with companion content
CRWD	Boulevard Rain Gardens	Installation of approximately 25 curb-cut rain gardens in priority subwatersheds. Ramsey County Soil and Water Conservation Division has completed 90% designs and are incorporating final design modifications based on comments from our partner Cities (St. Paul and Roseville). Three rain gardens are proposed in the McCarrons subwatershed and 23 are proposed in the Como Lake subwatershed.	2021-2030 CRWD Watershed Management Plan, 3.5.2 Como Lake Subwtershed Projects and Capital Improvements, Page 92, 405-P Como Lake - Huture CIP's and 3.5.3 Lake McCarrons Subwatershed Projects and Capital Improvements, Page 94, 410-G Future Stormwater Planning and Implementation		Cities of St. Paul and Roseville	Spring, 2021	s	93,039 \$	157,00	0 \$ 25	0,039	CRWD	This project is listed as "Critical" under our Priority Level criteria and is within the Como subwatershed which is within one of our 5 targeted subwatersheds.	i 6 lbs. TP/Year reduction	These projects were also part of the Como Lake Management Plans and Lake McCarrons Management Plans that were incorporated into the overall Watershed Management Plans
LMRWMO	Mississippi River Ravine Erosion and Direct Drainage Study	There are many areas along the Mississippi River within the boundary of the LMRWMO that are experiencing stream bank or ravine enosion. This enosion results in a large sediment load to the Mussissippi River. This item will include a study of direct drainage watersheds to the Mussissippi River and identification of water quality improvement projects in those subwatersheds, locusing on erosion issues as well as stormwater management projects prioritized by subwatershed as well.	Watenshed Management Studies Table 6-3, Rems 8, 13, 14.	Mississippi River	The LMRWMO will reach out the ACOE to coordinate potential study and determine the potential for a partners hpotential study and a coordinate with the affected Membe Cities staff on technical aspects of the study.		s	93,042 \$	9,30	4\$ 10	2,345 Lł	MRWMO	This project is prioritized in the LMRWMO 10 year Watershed Management Plan implementation table. Water quality projects identified will be prioritized based on their impact to the target resource, the Mississippi River.	A prioritized project list which identifies the location and extent of ravine revision throughout entire Mississippi River direct drainages white simmated politication to the Mississippi River and estimated cost of project/repair. The project list will also identify the location and estimated cost of leaving biotecommunity improvement projects and rate control projects in direct drainage ubuwatenthetics are necessary to remedy evolution subus and improve water quality to the Mississippi River. The work will be performed contracted engineering consultants and will utilize the appropriate stormwater modeling software.	
RCWD	Peltier/Centerville Lakes Disconnection Diagnostic & Fessibility Study	The purpose of this diagnostic study is to better quantify the negative effects of Pelier Lake backflow on water quality in Centerville Lake. Additionally, the study will improve RXOV's understanding of the hydraulic relationship between the two lakes. Centerville Lake does not meet MJ State water quality standauds, and addites to hydrogen and accossibility interen lagle bolks. Monoting data in additional and a control of phosphruna and dirbosphris ananous and unmer means. A significant portion of the annual phosphruns bad for Centerville Lake (2550), TMD, 2013 is hought to be from Pelier Lake backflow. Backflow is thought to occur the Pelier Lake backflow into Centerville Lake is a problem that requires management (Le flow catoff or terotoris), flow intes and elevations are required for project eleval. The backflow the hought to be comentation. If Petier Lake backflow into Centerville Lake is a problem that requires management (Le flow catoff or terotoris), flow intes and elevations are required for project eleval. The backflow is thought to be comentation in the constraint of the annual theorement and the constraints and elevations are required for project eleval. The project being the constraints and the constraints are required to a project to eleval. The provide the lake backflow into Centerville Lake backflow with the constraints and the constraints are required to a project eleval. The provide the lake backflow into Centerville Lake backflow with the constraints and the constraints and the constraints. The term is the constraint are required to a project eleval to the constraint and the constraints and the constraints are eleval to the constraint and the lake backflow is the constraint and the lake backflow with any other possible semantics. A constraint and the the leval back to the constraint and the constraints and the constraints are the constraints and the constraints and the lake backflow the lake backflow the lake backflow them lake backflow and the lake backflow the lake backflow them lak	Rice Creek Watershed District 2020 Watershed Management Plan (4.3.10, page 4-29); Petiter Lake and Centerville Lake TMDL (90, page 84) Petiter Lake and Centerville Lake TMDL implementation Plan (VI, page 34-35)	Centerville Lake (primary), Peltier Lake (secondary), Reshanau Lake (secondary)	RCWD, SL Paul Regional Water Services, Minnesota DNR, Anoka County, City of Centerville, City of Lino Lakes	2021-2022	\$	93,042 \$	11,95	9\$10	5,000		This study directly addresses the RCMO's measurable goal W 4 in its 3020 Watershed Management Plan (Page 3-38) and seeks to implement the next logical engenering step (identifi as high priority) in the Petter Lake and Centerville Lake TMDL implementation Plan (Section VI, Page 34).	Completion of one feasibility and diagnostic study.	Grant funds will not be utilized for any water quality monitoring portions of the feasibility and diagnostic work, consistent with RMSR grant policy. The built of this project involves bi-directional flow monitoring utilizing an Acoustic Doppler Current Police, extensive SV-SVMM and lake exposen modeling, and should the acquired data support disconnection of the two lakes an analysis will be undertaken of potential engineering solutions and their downstream effects.
RWMWD	Target North St. Paul Stormwater Retrofits	Install 3 tree trenches and 6 rain gurdens to treat stormwater off the rooftop and parking lot.	Goal 1: Achieve quality surface water. Action Items: WQ2, WQ11, WQ17, WQ18.	Kohlman Creek	RWMWD	Summer 2021	\$	93,042 \$	1,300,00	0\$1,39	3,042 R	RWMWD	This project is identified as an effort to improve water quality of Kohiman Lake which is listed as "Impaired". Kohiman Lake and Kohiman Creek Subwatersheds are identified as high-priority project areas. (p. 2-45, Table 2.3-5 of Watershed Plan)		RWMWD is installing 7 rain gardens at a Target in East St. Paul in 2020. This propose project will be a continuation of our paternship with Target Corporation.
swwD	Nuevas Fronteras Filter	Underground filtration BMP targeting TSS and TP	SWWD WMP page 29-30. https://www.sawdmn.org/wp- zontent/uploads/2019/04/SWWD-WMP-2019-Amendment-Adopted.pdf.	Mississippi River	ISD833, City of Newport	2021-2022	Ş	93,042 \$	300,00	0 \$ 39	3,042		This project was identified as part of SWMO's preliminary East Missispip stormwater retroff assessment process. This apportunity represents one of the best opportunities dated as SWMO's water Mississippi River. This project is a priority because agreements are pipes with the store of district construct the BMP on school property and stormwater diversion structures were constructed as stored to the store of the store of the store of the store of the store with the store of the store of the store of the store of the store with the store of the store of the store of the store of the store of the CMV store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the store of the Rover	10,354 lbs/yrTSS, 25 lbs/yr TP	Project ready for final design and construction
VLAWMO	Stormwater BMPs	Install stormwater BMPs through existing VLAWMO Cost Share incentive programs, targeting TP, volume, and TSS reductions	P. 42 of VLAWMO Comprehensive Watershed Plan. Strategy 1-1-1 and Strategy 1-1-4 (P.26 & 27) of Watershed Management Plan	subwatersheds	Cities of White Bear Lake, Vadnais Heights, Gem Lake, North Oaks, Lino Lakes, and White Bear Township	2021-2023	s	60,000 \$	6,00	0\$6	6,000 V	VLAWMO	Targeting priority waterbodies of Lambert Creek and Goose Lake (tie 1) and Wilkinson Lake Subshed (tier 2) for stormwater nutrient and volume reduction, with project eligibility following VLAWMO Cost Share Program policy.	0.3 lbs of TP reduction annually; construction on average of at least 1 BMP annually in partnership with City or local partner street (stormwater	VLAWMO is anticipating more than 1 BMP installed per year as part of the existing cost share program.
VLAWMO	Stormwater/ Water Resource BMPs	Install stormwater/water resource BMPs identified in Subwatershed Stormwater Retrofit Studies /SLMPs- e.g. Wilkinson Lake Load Assessment Project, Birch Lake Retrofit Study, Goose Lake Feasibility and Modeling Report, etc.	P. 37 of VLAWMO Comprehensive Watershed Plan. P. 50 of Comprehensive Watershed Plan, Strategy 1-2-2 (P. 28) of Watershed Management Plan.	Gillfillan-Tamarack-Black- Wilkinson-Amelia subwatershed; Birch Lake subwatershed; Goose Lake subwatershed	Cities of White Bear Lake, Vadnais Heights, Gem Lake, North Oaks, Lino Lakes, and White Bear Township	2021-2023	\$	33,042 \$				VLAWMO	"Project will be prioritized based on their impact to water resources Project will be targeted based on subwatershed plans." (P. 42 of Watershed Plan)		
					<u> </u>	Sum of WD/WMO Projects	\$	635,791 \$	2,037,56	7 \$ 2,67	3,356				
							-								
						East Miss WBIF Allocation		1.005.405 41	llocation to each	AID ONIAGO					
						60% Allocation to WD's/WMO.s		651,291 \$	93,04						
						CCWD Allocation to ACD	\$	(15,500)							
					1	L	15	035,791		1				1	



To: VLAWMO Board

From: Phil Belfiori, Administrator

Date: December 2, 2020

#### Re: V. A. 1. Consideration of 2020 Fund Balance and 2021 Carry Over

The purpose of the memo is to provide the VLAWMO Board with background and recommendations related to the proposed 2020 Fund balance and 2021 carry over. The following information in this memo and the Attached table (attachment 2) was discussed at the November 18 Finance and Personnel Subcommittee meeting and the Subcommittee reached consensus on their recommendation to support these proposed fund balances and carry over amounts.

#### Background on 2020 Fund Balance Carry Over

At the December 2019 meeting, the Board approved Resolution 8-2019 which approved the use of \$455,895 for fund balance carryover from 2019 to the 2020 budget. This amount (\$455,895) was then identified as "committed" per the VLAWMO Fund Balance Policy (See attachment 3) and included in the 2019 audit.

At the June 2020 meeting, the Board approved the 2021 budget which identified two key elements as related to the proposed fund balance carryover (see attachment 2):

- The approved 2021 budget projected a remaining 2020 "committed" fund balance of \$285,206 (out of the total "committed" fund balance of \$455,896 approved in the Dec. 2020 "working" budget). (This is the Grey cell in Attachment 2)
  - a. The actual 2020 expenditures to date (from the Nov. 2020 financial report) is tracking pretty close to this projected unspent carry over from the June Board meeting. This remaining projected "committed" fund balance (\$285,206) is the result of unspent 2020 budget in several Subwatershed Funds including (but not limited to) the Lambert Creek, Goose Lake, and Gil/Black/Tam/Wilkinson.
  - When added to the "unassigned" \$330,208 of fund balance as identified in the 2019 Audit, the total estimated "unassigned" fund balance going forward to 2021 is going to be around \$615,000 (apx).
- 2. The approved 2021 budget (approved at the June Board meeting) then utilized \$192,840 of the "unassigned" fund balance fund to implement budgeted 2021 operations, projects and programs.

At the November 18, 2020 Finance and Personnel Subcommittee meeting, the three Directors recommended to pursue "option 3" for Employee Health Insurance package for 2021. The additional estimated cost to implement "option 3" (\$10,000) is identified in Table 1 (below) and in the Attached Fund Balance and Carry Over budget table (Attachment 2).

#### Summary of Proposed Fund Balance Carry Over

Table 1 (below) provides a summary of the proposed fund balance carry over including the \$192,840 carry over included in the approved 2021 Budget and the \$14,000 per the November 18 Subcommittee recommendation related to 2021 Employee Health Insurance (for a total of \$202,840) and \$4000 for a possible slight increase in cost due to Metro Inet change to JPA and



Hardware/software updates planned for 2020.. The \$206,840 would now be considered "committed" for 2021 per the approved VLAWMO Fund Balance Policy. (This information is also included in more detail in the **Green cells** in Attachment 2). It is anticipated that at the end of 2021 (and going forward into 2022), the "unrestricted" fund balance in the General fund should be in the required range of <u>35 - 50%</u> of the 2021 budgeted expenditures as is identified in the VLAWMO Fund Balance Policy (Attachment 3).

 Table 1. Summary of Fund Balance Carry Over - Resolution 11-2020 is recommended for Board

 consideration that includes the following carry over funds:

Fund Name and Description	Approved "working" 2020 Budget (from Board action on Dec. 2019)	Projected 2020 Fund Balance amount in Fund (apx).	Proposed Carry Over "committed" Funds (into 2021) and Purpose
General Fund - Fund 3.1. Operations and Administration	\$622,800	\$30,000	\$14,000 For 2021 Health Benefits package per Finance and Personnel Subcommittee Recommendation, Possible slight increase in cost due to Metro Inet change to JPA and Hardware/software updates planned for 2020.
General Fund -Fund 3.4. Capital Improvement Projects and Programs	\$633,334	\$200,000	<ul> <li>\$192,840</li> <li>The approved 2021 budget (approved at the June Board meeting) included utilizing \$192,840 of the projected unspent 2020 Capital Improvement</li> <li>Projects and Programs fund to implement 2021</li> <li>projects and programs including the Lambert Lake</li> <li>Project, Adaptive Lake Management Project at E.</li> <li>Goose Lake, Carp and hydrologic/water quality</li> <li>partnership based projects in both Vadnais and</li> <li>Pleasant Lake, and other 2021 approved project and programs.</li> <li>Unspent carryover in Fund 3.4 is due to unspent approved 2020 working budget funds within several subwatersheds including (but not limited to) the Goose Lake, Lambert, and the Gilfillan/ Black /Tamarack /Wilkinson /Amelia subwatersheds.</li> </ul>

#### Staff Recommendation

Consistent with the Consensus recommendation of the Financial and Personnel Subcommittee, Staff recommends approve of Resolution 11-2020.

Attachments: Resolution 11-2020



Attachment 1: Powerpoint Slides for Consideration of Fund Balance Attachment 2: 2021 Fund Balance & Carry Over /"working" Budget for 12/9/20 Board meeting. Attachment 3: VLAWMO Fund Balance Policy

## (Attachment 1) VLAWMO Board Meeting Consideration of 2020 Fund Balance and 2021 Carry Over

### **December 9, 2020**





1

## Background

- At the November 18 Finance and Personnel Subcommittee meeting and the Subcommittee reached consensus on the following proposed fund balances and carry over amounts.
- At the December 2019 meeting, the Board approved the use of \$455,895 for fund balance carryover from 2019 to the 2020 budget.



## Background Fund Balance and Carry over included in 2021 approved budget

- At the June 2020 meeting, the Board approved the 2021 budget which identified two key elements as related to the proposed fund balance carryover
- Projected a remaining 2020 "committed" fund balance of \$285,206 (out of the total "committed" fund balance of \$455,896 approved in the Dec. 2020 "working" budget).
  - When added to the "unassigned" \$330,208 of fund balance as identified in the 2019 Audit, the total estimated "unassigned" fund balance going forward to 2021 is going to be around \$615,000 (apx).
- The approved 2021 budget then utilized \$192,840 of the "unassigned" fund balance fund to implement budgeted 2021 operations, projects and programs

# **Background -** November 18, 2020 Finance and Personnel Subcommittee meeting

 At the November 18, 2020 Finance and Personnel Subcommittee meeting, the three Directors recommended to pursue "option 3" for Employee Health Insurance package for 2021. The additional estimated cost to implement "option 3" (\$10,000) is identified in Resolution 11-2020.



## Proposed Fund Balance Carry Over – Resolution 11-2020

Fund Name and Description	Proposed Carry Over "committed" Funds (into 2021) and Purpose
General Fund - Fund 3.1. Operations and Administration	\$14,000 For 2021 Health Benefits package per Finance and Personnel Subcommittee Recommendation, Possible slight increase in cost due to Metro Inet change to JPA and Hardware/software updates planned for 2020.
General Fund -Fund 3.4. Capital Improvement Projects and Programs	\$192,840 The approved 2021 budget (approved at the June Board meeting) included utilizing \$192,840 of the projected unspent 2020 Capital Improvement Projects and Programs fund to implement 2021 projects and programs including the Lambert Lake Project, Adaptive Lake Management Project at E. Goose Lake, Carp and hydrologic/water quality partnership based projects in both Vadnais and Pleasant Lake, and other 2021 approved project and programs.

- The \$206,840 would now be considered "committed" for 2021;
- It is anticipated that at the end of 2021 (and going forward into 2022), the "unrestricted" fund balance in the General fund should be in the required range of <u>35 - 50%</u> of the 2021 budgeted expenditures as is identified in the VLAWMO Fund Balance Policy

## **Requested Board Action**

Proposed Motion

Director \_\_\_\_\_\_ moves to approve Resolution 11-2020.



VL	AWM	0 BUDGET 2021	Approved 2020 Budget	Apprvd. "Working" 2020 Budget	Actual 2020 expenditures	Approved 2021	Proposed Carry Over	Proposed 2021 "working" Budget	Notes	
1	E	EXPENSE	Board Action in June 2019	Board action Dec. 2019			For Dec. 9, 2020 Board mtg.	For Dec. 9, 2020 Board mtg.		
3.1		Operations & Administration	\$554,000	\$622,800	\$492,589	\$599,540	\$14,000	\$613,540		
	3.110	Office	\$25,200	\$25,200	\$21,801	\$26,214	\$0	\$26,214		_
									Metro INET shift to JPA, hardware/software	
	3.120	Information systems	\$20,000	\$22,000	\$13,116	\$22,365	\$4,000	\$26,365	upgrades planned in 2020.	
		Insurance	\$5,800	\$5,800	\$6,352	\$7,000	\$0	\$7,000		•
	3.141	Consulting -Audit	\$6,700	\$6,700	\$6,893	\$7,728	\$0	\$7,728		
	3.142	Consulting - Bookkeeping	\$1,500	\$1,500	\$0	\$1,500	\$0	\$1,500		
		Consulting - Legal	\$4,000	\$6,500	\$1,015	\$4,000	\$0	\$4,000		
	3.144	Consutling - Eng. & Tech.	\$30,000	\$30,000	\$4,153	\$30,000	\$0	\$30,000		
		Storm Sewer Utility	\$14,000	\$14,000	\$4,565	\$13,000	\$0	\$13,000		
		Training - staff, board,TEC	\$4,500	\$6,000 \$6,300	\$690 \$3.861	\$8,750	\$0 \$0	\$8,750		
_		mileage and noticing	\$5,500					\$6,300		
	3.191	Employee payroll	\$347,200	\$397,200	\$338,857	\$370,307	\$0	\$370,307		
	3 192	Employee liability	\$89,600	\$101,600	\$91.286	\$102,376	\$10.000	\$112.376	Subcommittee Recommended 2021	
3.2		Monitoring & Studies	\$26,000	\$46,000	\$30,853	\$21,000		\$21,000	Employee Health Care package	
0.2	3 2 1 0	Lake & creek program lab analysis	\$22,000	\$32,000	\$13,028	\$18,000	\$0	\$18,000	-	
_		Equipment	\$4,000	\$4,000	\$276	\$3,000	\$0	\$3,000		
	-	Wetland assessment &							-	
	3.230	mangagement	\$10,000	\$10,000	\$17,549	\$0	\$0	\$0		
3.3		Education & Outreach	\$26,000	\$29,000	\$13,860	\$26,000		\$21,500	+	
	3.310	Public Education	\$8,500	\$9,500	\$2,500	\$8,500	\$0	\$8,500	-	
H		Outreach and marketing	\$7,500	\$7,500	\$2,348	\$7,500	\$0	\$7,500	1	
									\$4500 will be transferred into new soli	
	3.330	Community Blue education grant	\$10,000	\$12,000	\$9,012	\$10,000	\$0	\$5,500	health grant cost share program	
		Capital Improvement Projects							\$192,840 was fund balanced carry over	
		and Programs							identifed as part of the approved 2021	
3.4			\$291.000	\$633.334	\$401,905	\$487,840	\$192,840	\$492,340	Budget from June Board meeting.	
J.4		Subwatershed Activity	\$291,000	4033,334	\$401,900	4401,040	\$152,040	\$452,340		
_	3 4 1 0	Gem Lake subwatershed	\$0	\$0	\$0	\$0	\$0	\$0	-	
_	3.410	dem cake subwatersneu	40	40	φυ	40	<b>4</b> 0	40	-	
	3.420	Lambert Creek subwatershed	\$120,000	\$183,275	\$93,015	\$222,100	\$0	\$222,100		
	2 405	Goose Lake subwatershed	\$60,000	\$210,316	\$41,444	\$124,200	\$0	\$124,200		
_		Birch Lake subwatershed	\$10,000	\$49,067	\$152.954	\$124,200	\$0 \$0	\$124,200		
_		Gilfillan Black Tamarack Wilkinson	\$30,000	\$80,000	\$17,413	\$16.000	\$0	\$16,000	_	
_		Pleasant Charley Deep subwatersh	\$10,000	\$19,000	\$20,666	\$22,500	\$0	\$22,500	_	
_		Sucker Vadnais subwatershed	\$12,000	\$22,000	\$17,664	\$12,500	\$0	\$12,500	-	
-		Programs	\$49,000	\$101,037	\$58,749.00				-	
_									NEW FUND per Board approv. From	
	3.481	Soil Health Grant- new.					\$0	\$4,500	Community Blue	
		Landscape 1 - cost-share	\$24,000	\$35,500	\$23,278	\$16,000	\$0	\$16,000		-
		Landscape 2	\$20,000	\$31,361	\$22,621	\$28,000	\$0	\$28,000		
	3.484	Project research and feasibility - wa	\$0		\$9,725					_
	3 485	Maintenance & operations	\$5,000	\$34,176	\$3,125	\$46,540	\$0	\$46,540	5% increase in SSU per approved 2021 budget in	
3.5		Regulatory	\$2,000	\$2,000	\$60	\$0		\$0		
	3.510	Engineering plan review	\$2,000	\$2,000	\$60	\$0	\$0	\$0	-	
e l		tal budget	\$899,000	\$1,333,134	\$939,267	\$1,134,380	\$206,840	\$1,148,380	1	
~	- 10	Juugot	4000,000	41,000,104	\$353,201	¥1,104,000	0200,040	V2,240,000	4	
		INCOME							1	
5.1		INCOME	Ap 2020	2020 w-FB		Dr. 2021			-	
U.1	5.11	Storm Sewer Utility	\$890,800	\$890,800		\$935,340		\$935,340	+	
H		Fees for Service	\$200	\$200					-	
H		Interest	\$200	\$200		\$200		\$200 \$3.000	+	
H		Misc. income - WCA admin grant	\$3,000	\$3,000		\$3,000		\$3,000	1	
H	0.24	Total VLAWMO income	\$0,000	00,000		\$941,540		\$941,540	1	
		TOTAL- Other funding sources -							1	
	5.15	grants, partnerships donations	\$0	\$0		\$894.679		\$894,679		
	0.20	MPCA 319 Lambert	**			\$211.179		\$211.179	+	
		Loan MPCA Sheet pile La	mbert			\$650.000		\$650,000	1	
		BWSR WBF				\$16,000		\$16,000	1	
		City of WBL for WBF Good	se Subshed			\$17,500		\$17,500	1	
									\$192,840 was fund balanced carry over Identifed as part of the approved 2021	\$206,840 is total fund balance of for 2021 "working" budget (192,8
	5 1 6	From reserves or fund balance	\$0	\$455,496		\$192.840	\$192,840	\$206,840	Budget from June Board meeting.	June budget + \$14,000 added at Board meeting.
-	J.10	rom reactives of runu baidflod	40	9400,400		4102/040	- VIOLIUTU	4200,040	\$285,206 was the estimated fund balance	
		Projected Fund balance Carry over							rollover from 2020 to 2021 as included in June	
	5.17	from 2020 to 2021			\$285,206	\$285,206			Board meeting budget.	
	To	tal income	\$899,000	\$1,354,496		\$1,134,380		\$1,148,380	Represents total VLAWMO generated income including \$206840 from Reserves /fund balance	
_						A0.000.075			mousing \$200640 from Reserves /fund balance	
	otarir	ncome w/ other funding				\$2,029,059		\$2,043,059		

#### Attachment 2. 2021 Fund Balance & Carry Over Budget for 12/9/20 Board meeting

37%

#### Attachment 3.

#### VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

#### FUND BALANCE POLICY

#### Adopted March 12, 2012

#### I. <u>PURPOSE</u>

The purpose of this policy is to establish specific guidelines the Vadnais Lake Are Water Management Organization (VLAWMO) will use to maintain an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.

The purpose of this policy is to also establish specific guidelines VLAWMO will use to classify fund balances into a categories based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.

#### II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

#### 1. Nonspendable

• This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

#### 2. Restricted

• Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

#### 3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- VLAWMO's highest level of decision making authority (Board of Directors) will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.

#### II. CLASSIFICATION OF FUND BALANCE/PROCEDURES - CONTINUED

• To remove the constraint on specified use of committed resources the Board of Directors shall pass a resolution

#### 4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General fund includes amounts that are intended to be used for specific purposes.
- The Board of Directors has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the **Administrator**.

#### 5. Unassigned

- Unassigned fund balance represents the residual classification for the General fund. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General fund. The General fund should be the only fund that reports a positive unassigned fund balance amount.
  - i. VLAWMO will maintain an unrestricted fund balance in the General fund of an amount not less than <u>35 - 50%</u> of the next year's budgeted expenditures of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including storm sewer utility fees and other government aids are received in the second half of VLAWMO's fiscal year.
  - ii. If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be funded by Storm Sewer Utility fees within 1 year.

#### III. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

VLAWMO will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

#### IV. MONITORING AND REPORTING

The VLAWMO Administrator and Bookkeeper shall annually prepare the status of fund balances in relation to this policy and present to the Board of Directors in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is VLAWMO's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is VLAWO's policy to use resources in the following order; 1.) committed 2.) assigned and 3.) unassigned.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

#### **RESOLUTION 11-2020**

#### A RESOLUTION FOR COMMITTING THE FUND BALANCE FOR SPECIFIC PURPOSES

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

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

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

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

Fund Name and	Proposed Carry Over "committed" Funds (into 2021) and Purpose
Description	
General Fund -	\$14,000
Fund 3.1.	
Operations and	For 2021 Health Benefits package per Finance and Personnel
Administration	Subcommittee Recommendation, Possible slight increase in cost due
	to Metro Inet change to JPA and Hardware/software updates planned
	for 2020.
General Fund -	\$192,840
Fund 3.4.	
Capital	The approved 2021 budget (approved at the June Board meeting)
Improvement	included utilizing \$192,840 of the projected unspent 2020 Capital
Projects and	Improvement Projects and Programs fund to implement 2021
Programs	projects and programs including the Lambert Lake Project, Adaptive
	Lake Management Project at E. Goose Lake, Carp and
	hydrologic/water quality partnership based projects in both Vadnais
	and Pleasant Lake, and other 2021 approved project and programs.

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

The question was on the adoption of the resolution and there were \_\_\_\_yeas and \_\_\_ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
Dan Jones			
Ed Prudhon			

Rob Rafferty Marty Long Patricia Youker Jim Lindner		
		Board Chair Date
		Attest Date
James Lindner, Chair	Date	

#### VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

I, the undersigned, Administrator of the Vadnais Lake Area Water Management Organization, hereby certify that I have carefully compared and attached the foregoing extract of minutes of a regular meeting of the Board of Directors of said watershed held on the 9th day of December 2020, with the original thereof on file in my office.

WITNESSED BY the Watershed Administrator this 9th day of December 2020.

Phil Belfiori, Administrator



To: VLAWMO Board

From: Phil Belfiori, Administrator

Date: December 3, 2020

Re: V. A. 2. 2021 employee health care benefits

The purpose of the memo is to provide the VLAWMO Board with background/ analysis, and a summary of options discussed and the consensus recommendations from the Nov. 18 Finance and Personnel Subcommittee meeting as related to the proposed 2021 employee health care benefits.

The attached PowerPoint presentation **(Attachment 1)** is meant to compliment this memo, serves as a summary of the main points and will be the format to present this information to the Board at the December 9, 2020 Board meeting.

#### Background

The November 18 Subcommittee meeting started with staff reminding that at the June 2020 Finance and Personnel subcommittee on the 2021 proposed budget, several subcommittee members identified the need to further discuss the 2021 employee benefits package. This discussion was also mentioned at the 2021 budget agenda item at the June VLAWMO Board meeting. Based on the request, staff has worked with Ken Carlson from North Risk Partners (Ken is the VLAWMO health insurance consultant) to identify health insurance benefits options and related projected costs.

Staff then identified that the current 2020 VLAWMO health care benefits includes *Health Partners 4100-100 HSA Embedded Sliver SE Open Access plan*. Part of VLAWMO's health care benefits package also includes a \$2000 /year HSA match for each employee. The VLAWMO Board increased the HSA match from \$1000 /employee /year to \$2000 at the end of 2019. VLAWMO currently pays 100% for employee health insurance premium costs and 25% for dependent health insurance premium costs. The estimated overall cost to all employees and VLAWMO in 2020 is summarized below:

2020	2020	
Employee	VLAWMO	
Annual	Annual	
Cost	Cost	Total
\$19,415	\$32,530	\$51,945



The 2021 approved VLAWMO budget includes an approximately 9% increase to the above mentioned 2020 VLAWMO costs given actual costs for 2021 health insurance renewal were not made available until October 2020.

#### **Other Watersheds Health Insurance Comparison**

Staff then presented a comparison between the VLAWMO health care benefits package and costs was compared with other watersheds in the Metro. **See Attachment 2.** 

From this comparison in Attachment 2 you will note the following related to VLAWMO health care coverage:

- 1. VLAWMO's cost per employee is at the lower end;
- 2. VLAMWO has the lowest ancillary coverage amount (offering health care programs other than medical) ie... no dental coverage or life Insurance coverage;
- 3. VLAWMO pays the lowest percentage of dependent coverage.

#### **2021 Market Alternatives**

Staff has worked with Ken Carlson to conduct an analysis of 2021 market alternatives. See **Attachment 3.** Based on this analysis, staff would recommend the <u>Preferred One 4500-100 HSA</u> <u>or copay deductible Plan</u> (column 4 and 5 of attachment 3) given it is the most cost-effective plan for the total premium amount as compared to the other comparable plans identified in Attachment 3. The detailed plan information for these two recommended Preferred One plans were shared with VLAWMO staff and a special staff meeting with Ken Carlson was held on November 3, 2020 to answer any specific questions from staff.

#### **Options Discussed at November Finance and Personnel Subcommittee Meeting**

The Finance and Personnel Subcommittee discussed the following three options at the November 18 meeting:



- Option 1 The recommended Preferred One Plans (offer employees a choice) with VLAWMO paying currents 100% for employee health insurance premium costs and 25% for dependents (same as current 2020 program)
- Summary of Option 1:
  - o Employee would choose either 4500-100 HSA or Copay/ Deductible Plan
  - VLAWMO would NOT cover \$2000 /year HSA match if Copay/Deductible option is selected.
  - Add <u>voluntary dental</u> option (Employee would pay all the costs if they choose).
  - Overall cost to VLAWMO would be slightly less than 2020 health care premium costs
- Key Takeaway from the 11/18/20 Subcommittee discussion: Option 1 does not address any of the "gaps" identified in the watershed comparison table including increasing the dependent VLAWMO premium payment to something closer to what other watersheds offer. Option 1 also does not address the issue that VLAMWO has one of the lowest ancillary coverage amounts (such as offering employee Dental or Life Ins. Coverage) nor does it address any needs identified by staff as program improvements.
- Option 2- "Preferred One with choice and increase to <u>50% dependent VLAWMO</u> <u>coverage</u>".

#### Summary of Option 2:

- Same as option 1 but <u>Increase the VLAWMO dependent premium</u> payment from 25% TO 50%.
- Key Takeaway from the 11/18/20 Subcommittee discussion: Option 2 does including increasing the dependent VLAWMO premium payment to something closer to the average of other metro watersheds but does NOT address the issue of VLAMWO having one of the lowest ancillary coverage amounts of any metro watershed.



• **Option 3.** Add Dental and Life Insurance coverage to Option 2.

#### Summary of Option 3:

Includes Increase the VLAWMO dependent premium payment from 25% TO 50%, adds VLAWMO paying premium for a new Dental Plan (at same 100%employee /50% dependent premium percentage), and new life insurance plan for employees (at 1x annual salary with \$50,000 max.).

**Key Takeaway from the 11/18/20 Subcommittee discussion:** Option 3 addresses the coverage "gaps" compared to the majority of other metro watersheds by providing:

- Offers a choice to employees to choose either 4500-100 HSA or Copay/ Deductible Plan;
- o increases the dependent VLAWMO premium payment;
- Adds a new Dental Plan coverage;
- Adds a new life new life insurance plan coverage;
- $\circ$  Maintains the \$2000 /year HSA match if HSA plan option is selected.

Option 3 would cost VLAWMO an additional apx \$8,000 -\$10,000 annually.

#### Finance and Personnel Subcommittee Recommendation

The Finance and Personnel Subcommittee's consensus recommendation is **Option 3** given it addresses some key areas that were identified by staff as program improvements including increasing the dependent VLAWMO premium payment to something closer to what other watersheds offer and also offers a choice between two plans that the employees can select depending on their personal circumstances. **Option 3** also provides for additional of dental and life coverage which was also identified by staff as important and are plan elements offered by most of the other watersheds in the area.

#### Staff recommendation

Consistent with eth Subcommittee recommendation, the Administrator recommends **option 3** given it bring VLAWMO's overall health care Insurance benefits package for 2021 to a more competitive level with other watersheds in the metro who are in the same employment market.



Proposed Motion

Director \_\_\_\_\_\_ moves to approve the Finance and Subcommittee's recommended option (Option 3) and authorize the Administrator to work with North Risk Partners to implement the necessary program changes

#### Attachments:

**Attachment 1 – Presentation Slides** 

Attachment 2 – Other Watersheds Comparison Benchmarking table

Attachment 3- Summary of Market Alternatives -Jan. 1, 2021.

### (Attachment 1)

### VLAWMO Board Meeting Consideration of 2021 Employee Health Care Benefits

**December 9, 2020** 





## Background

- June 2020 Budget subcommittee meeting and June VLAWMO Board meeting- Members identified need to further discuss the 2021 employee benefits package.
- The current 2020 VLAWMO health care benefits:
  - Health Partners HSA Open Access plan
  - \$2000 /year HSA match for each employee
  - VLAWMO pays 100% for employee health insurance premium costs and 25% for dependents

2020 Employee Annual Cost	2020 VLAWMO Annual Cost	Total
\$19,415	\$32,530	\$51,945

 The 2021 approved VLAWMO budget includes an apx 9% increase to the above mentioned 2020 costs

## Other Watersheds Health Insurance Comparison

• See Attachment 2

Summary of comparison with other watersheds:

- 1. VLAWMO's cost per employee is at the lower end;
- 2. VLAMWO has the lowest ancillary coverage amount ie.. no dental coverage;
- 3. VLAWMO pays the lowest percentage of dependent coverage.



## 2021 Market Alternatives

- See Attachment 3
- Based on this analysis, staff recommends –<u>Preferred One 4500-100 HSA or</u> <u>Copay/Deductible Plan</u>
  - These plans provide the most cost effective plan for the total premium amount as compared to the other comparable plans
- The detailed plan information for these two recommended plans were shared with VLAWMO staff at a special staff meeting to answer any specific questions.



# Options Discussed at November Finance and Personnel Subcommittee Meeting - Option 1

- Renewal with the two recommended Preferred One Plans (offer employees a choice)
- Summary :
  - Employee would choose either Preferred One \$4500-100 HSA or Copay/ Deductible Plan
  - VLAWMO would NOT cover \$2000 /year HSA match if Copay/Deductible option is selected.
  - VLAWMO would offer employees voluntary dental option (Employee would pay all costs).
  - Overall cost to VLAWMO would be slightly less than 2020 health care premium costs
- Key Takeaway from the 11/18/20 Subcommittee discussion:
  - Does not address any of the "gaps" identified in the watershed comparison table including increasing the dependent VLAWMO premium payment what other watersheds offer.
  - Does not address the issue that VLAMWO has one of the lowest ancillary coverages
  - Does not address program needs as identified by staff as program improvements.



# Options Discussed at November Finance and Personnel Subcommittee Meeting - Option 2

 Same as option 1 but Increase the VLAWMO dependent premium payment from <u>25% TO 50%</u>.

### • Key Takeaway from the 11/18/20 Subcommittee discussion:

- Option 2 does including increasing the dependent VLAWMO premium payment to something closer to the average of other metro watersheds but does NOT address the issue of VLAMWO having one of the lowest ancillary coverage amounts of any metro watershed.
- Overall cost would be apx. At the level approved for employee health benefits in the 2021 budget.

# Options Discussed at November Finance and Personnel Subcommittee Meeting - Option 3

- Same as Option 2 <u>plus</u> add new Dental Plan (at same 100%employee /50% dependent premium percentage) <u>and</u> add new Life insurance plan (at 1x annual salary with \$50,000 max).
- Key Takeaway from the 11/18/20 Subcommittee discussion:
- Option 3 addresses the coverage "gaps" compared other metro watersheds:
  - Offers a choice to employees to choose either 4500-100 HSA or Copay/ Deductible Plan;
  - Increases the dependent VLAWMO premium payment;
  - Adds a new Dental Plan coverage;
  - Adds a new life new life insurance plan coverage;
  - Maintains the \$2000 /year HSA match if HSA plan option is selected.
  - Estimated cost additional \$8,000 -\$10,000 annually.



## Finance and Personnel Subcommittee Recommendation Staff Recommendation

### Option 3

- Addresses some key areas that were identified by staff as program improvements:
  - increasing the dependent VLAWMO premium payment more consistent with other watersheds
  - Offers a choice between two plans that the employees can select depending on their personal circumstances.
  - Adds dental and life Insurance coverage which was also identified by staff as important and are plan elements offered by most of the other watersheds
  - Overall brings VLAWMO's overall health care Insurance benefits package for 2021 to a more competitive level which is vital for retaining experienced staff team

## **Requested Board Action**

Proposed Motion

Director \_\_\_\_\_\_ moves to approve the Finance and Subcommittee's recommended option (Option 3) and authorize the Administrator to work with North Risk Partners to implement the necessary program changes



## VLAWMO Health Plan Cost Compared to other Watersheds. Attachment 2

by North Risk Partners

	Client	Employee Count	Carrier	Plan	Annual cost Medical	Annual Cost Ancillary	Employer Cost	Employer Cost PEPM	Additional Benefits	Contributions
	1	14	HealthPartners	\$500-\$40	\$130,500	\$17,040	\$124,522	\$843	Dental Life STD LTD	EE 100% Dep 75%
	2	17	HealthPartners	\$0/\$25/95% \$2,000-100 HSA	\$325,584	\$28,572	\$292,464	\$1,574	Dental Life STD LTD	Employee Pays: EE \$45 EE + 1 \$95 Fam \$155
VLA	WMO	5	HealthPartners	\$4,100-100 HSA	\$37,668	\$2112	\$37,668	\$628	STD	EE 100% Dep 25%
	4	4	HealthPartners	\$2,000-100 HSA	\$39,739	\$9,240	\$29,804	\$813	Dental Life STD LTD	EE 100% Dep 75%
	5	15	HealthPartners	\$3,000-100 HSA Rx Plus \$ 4,100-100 HSA	\$164,426	\$20,868	\$147,555	\$936	Dental STD	EE 100% of Base Plan Dep 75% of Base Plan
	6	3	Blue Cross	\$20 Copay Plan	\$26,736	\$1,200	\$26,736	\$776	Dental LTD	EE 100% Dep 50%
	7	3	HealthPartners	\$2,000-100 HSA	\$15,552	\$5,156	\$15,552	\$575	Dental Life STD LTD	EE 100% Dep 50%
	8	6	HealthPartners	\$2,500-100 HSA	\$42 <b>,</b> 480	\$12,156	\$36,024	\$669	Dental STD LTD	EE 100% Dep 50%

9	15	HealthPartners	\$0/\$25/95% \$3,000-80 HSA	\$176,400	\$21,580	\$120,660	\$790	Dental Life STD LTD	NORTH RISK PARTNE Employee Pays: EE Pays: \$91 EE + CH \$481 EE + Fam \$669	RS°
---	----	----------------	--------------------------------	-----------	----------	-----------	-------	------------------------------	---	-----

## Vadnais Lake Area Water Management Organization Market Alternatives

HEALTH PLAN RENEWAL

NORTH RISK PARTNERS®

ttachment 3	Vadnais La	ation	NORTH RISK PARTNE			
	<u>Current</u> HealthPartners HSA 4100-100 Open Access	<u>Renewal</u> HealthPartners HSA 4300-100 Open Access	<u>Alterr</u> Preferred One HSA 4500.100.HSA.ST Complete/Connect	nate 1 Preferred One Copay/Deductible 1000.75.75.ST Complete/Connect	<u>Alternate 2</u> Blue Cross HSA 4250-0 (#645) BlueAccess	<u>Alternate 3</u> Medica HSA w/Rx Copay 4000-0 Rx copay Choice Passport
MEDICARE CREDITABLE	No	No	Yes	Yes	No	Yes
DEDUCTIBLE	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Individual Deductible	\$4,100	\$4,300	\$4,500 - Complete \$3,200 - Connect \$9,000 - Complete	\$1,000 Complete \$0 Connect \$2,000 Complete	\$4,250	\$4,000
Family Deductible	\$8,200	\$8,600	\$9,000 - Complete \$6,400 - Connect	\$3,000 Complete \$0 Connect	\$8,500	\$8,000
OUT-OF-POCKET MAXIMUM						
Individual out-of-pocket max	\$4,100	\$4,300	\$4,500 - Complete \$3,200 - Connect \$9,000 - Complete	\$5,750	\$4,250	\$5,000
Family out-of-pocket max	\$8,200	\$8,600	\$6,400 - Connect	\$11,500	\$8,500	\$10,000
OFFICE VISIT / URGENT CARE Primary Care	0%	0%	0%	\$75 Complete \$25 Connect	0%	0%
Specialist	0%	0%	0%	\$75 Complete \$25 Connect	0%	0%
EMERGENCY						
Emergency Room Services	0%	0%	0%	25%	0%	0%
IN/OUTPATIENT HOSPITAL						
Facility Fee	0%	0%	0%	25%	0%	0%
Physician/Surgeon Fee	0%	0%	0%	25%	0%	0%
PRESCRIPTION DRUGS						
	Preventive - No Charge (Preferred Only)	Preventive - No Charge (Preferred Only)	Preventive - No Charge (Preferred Only)	Preventive - No Charge (Preferred Only)	Preventive - No Charge (Preferred Only)	Preventive - No Charg (Preferred Only)
	Generic - 0%	Generic - 0%	Generic-0%	Generic -\$15	Generic - 0%	Generic -0%
Rx Copays and Coinsurance based on 31 day Retail Supply	Preferred - 0%	Preferred - 0%	Preferred - 0%	Preferred - \$50	Preferred - 0%	Preferred - \$60
	Non-Preferred- Not Covered	Non-Preferred- Not Covered	Non-Preferred - 0%	Non-Preferred - 25%	Non-Preferred Not Covered	Non-Preferred - \$150
	Specialty - 20%	Specialty - 0%	Specialty - 0%	Specialty - 25%	Specialty - 0%	Specialty - 0% Pref 15% Non-Pref
Total Monthly Premium Total Annual Premium Premium Change \$ Premium Change %	\$4,329 \$51,945	\$4,552 \$54,629 \$2,684 5.17%	\$4,074 \$48,887 (\$3,058) -5.89%	\$4,617 \$55,402 \$3,457 6.66%	\$4,868 \$58,420 \$6,475 12.47%	\$4,662 \$55,942 \$3,998 7.70%

\*\*Coinsurance % applies after deductible unless indicated otherwise\*\*

This outline summarizes certain provisions of the plans illustrated. Complete plan information is included in the legal documents and brochures that govern each plan. If there is a difference between this handout and the legal documents, the documents which are available upon request, will govern.



To: Board of Directors

From: Dawn Tanner Date: December 9, 2020

Re: V. B. 1. Approve use of Loan Disbursement Request Form as expenses are incurred for sheetpile and authorize amendment(s) with MPCA if additional funds (aggregate net amount not exceeding 15% of the contract price) are needed as approved during the Oct. Board meeting – Lambert Project

Since the October Board meeting, the Lambert Lake Improvement Project contract has been fully signed and executed. SEH and VLAWMO staff met with the contractor on Dec. 2 to discuss procedures. Sunram is currently working with SEH to place silt fencing and complete additional erosion control measures.

With the construction approaching, once the peat is frozen and upon approval by the engineers, VLAWMO staff seek authorization from the Board to submit the MPCA Loan Disbursement Request Forms as expenses are incurred in the sheetpile portion of the project. The accepted bid amount is \$386,827 for the sheetpile portion of the project. The approved MPCA loan is in the amount of \$400,000, as signed by all partners and executed on September 16, 2019. A sample MPCA Loan Disbursement Request Form is included in the packet. These will be submitted to MPCA as invoices are received for completed construction. MPCA can provide payment within 2-3 days, so that VLAWMO does not need to front large sums of money.

During the October Board meeting, the Board approved the administrator to sign change orders increasing the contract price in an aggregate net amount not exceeding 15% of the contract price. If needed, that could increase the price of sheetpile replacement up to \$444,851.05. As part of MPCA's loan process, they can approve up to twice the loan amount (\$800,000) with amendments, to provide for project costs that exceed original cost estimates. VLAWMO and SEH will be working closely to avoid change orders. If additional funds are needed, VLAWMO staff request authorization from the Board to amend the MPCA loan as needed but not to exceed the already approved possible 15%. Advance authorization is requested because the construction will likely happen quickly, during winter, and time may not be sufficient to wait until the next regular Board meeting in February.

Project costs and status will be reported at the February Board meeting.

Recommendation: Staff request that the Board approve use of the MPCA Loan Disbursement Request Form as expenses are incurred for sheetpile and authorize amendment(s) with MPCA if additional funds (aggregate net amount not exceeding 15% of the contract price) are needed.



### Certification of Incurred Costs CWP Loan Disbursement Request

#### Clean Water Partnership (CWP) Loan Program

Doc Type: Loan Correspondence

**Instructions:** Please remit all disbursements requests to: Kurt Soular, Fiscal Services, Minnesota Pollution Control Agency, 520 Lafayatee Road North, St. Paul, MN 55155-4194. For questions regarding this request, contact Kurt Soular at 651-757-2748 or email kurtis.soular@state.mn.us.

#### **Project information**

Project title: VLAW	MO Bacteria, Sediment, & Nutrient Reduc	ction Project	
Date of request (mm/dd/yyyy): Loan agreemer		nent number: <u>SRF03</u>	Payment request number: <u>1</u>
Name of requester:	Vadnais Lakes Area Watershed Manage	ment Organization (V	LAWMO)
Mailing address:	800 E. Co. Rd. E		
City: Vadnais Heigh	its S	State: <u>MN</u>	Zip code: <u>55127</u>
Phone:	Fax:		
Budget informa	ation		
Budget period covered	ed by this request:		
From (mm/dd/yyyy): _10/01/2020 T		To (mm/dd/yyyy):	12/31/2020
Project Loan Sponso	pr: VLAWMO		
Best management pi	ractice(s) implemented with loan funds:		
Well sealing		\$	
Education, training, public outreach		\$	
Equipment purchase		\$ \$	
Individual sewage treatment system(s)/Cluster(s)		\$	
Feedlot(s)		\$	
In lake/stream manipulation		\$	
Land use practices		\$	
Permanent structure(s): Sedimentation basin, etc.		\$	
Administrative costs		\$	
Disbursement request amount (total from allocations above):		e): \$0	

#### Certification

Authorized representative

I certify on behalf of the above referenced Loan Sponsor that, to the best of my knowledge, that costs in the amount requested above were incurred in the implementation of the State approved Project Workplan for which the Loan Sponsor has not been previously reimbursed during the budget period listed above. These costs have been certified to me as eligible by the Loan Sponsor or its designee. In reporting the receipt of loan disbursements, those activities for which loan funds are disbursed by means of this action shall be referenced with the disbursement number of this action.

· · · · · · · · · · · · · · · · · · ·	
Print name:	Title:
Signature:	_Date (mm/dd/yyyy):
	Loan approval:
#### To: Board of Directors

From: Phil Belfiori

Re: V.B. 2. East Goose Adaptive Lake Management (ALM)– RFQ for Public Engagement services

#### Background

Director Jones, other City Council members, and VLAWMO/ City staff attended the East Goose Lake Neighborhood Conversation Meeting with lakeshore residents on December 1. The meeting was kicked off by a welcome statement from Director Jones, followed by an overview of the East Goose Adaptive Lake Management program and finally the meeting completed with a facilitated input session focused on gathering input on the four management areas within the ALM program: Fish Management, Vegetation Management, Subwatershed BMP's and Internal Load Management. Overall the meeting was productive with numerous questions and valuable input provided. See the December 1 Neighborhood meeting at this link (including the powerpoint slides): <a href="https://www.vlawmo.org/waterbodies/east-goose-lake/">https://www.vlawmo.org/waterbodies/east-goose-lake/</a>

A hardcopy input response form has been sent to all lakeshore owners to collect more detailed input to the facilitated input questions identified at the Dec. 1 meeting. These input response forms are due by January 8, 2021. Input received at the 12/1/20 neighborhood meeting and gathered from the input response form will be compiled/ analyzed and synthesized.

The next step in the East Goose ALM engagement process is to gather additional communitywide stakeholder Input. Some possible activities needed in this step may include: community conversation and input session meetings, survey development and distribution, and engagement approaches using web and engagement software platforms. It is in this next step of the ALM engagement process where the VLAWMO and City staff team is seeking additional expertise from a consultant with specific experience in this specialized skill set.

#### **Request for Qualifications for East Goose Lake ALM Engagement**

To begin the process of developing this public engagement effort, staff recommends the distribution of a Request for Qualifications (RFQ) which would be sent to consulting firms for the purpose of providing public engagement services for the East Goose ALM Program. See **Attachment 1** for a DRAFT version of this RFQ.

It is anticipated that the selected consulting firm would bring the following critical skills sets to the project team: public engagement experience including engagement software, web based engagement platform development, negotiation and meeting facilitation skills, development of input summary documents and recommending innovative "common ground" approaches.

The attached DRAFT RFQ requests that the qualified consultant firms submit a Statement of Qualification (SOQ) to VLAWMO /City by January 18, 2021. This SOQ would include an outline of firm's preliminary scope of work, description and examples of experience and list of individuals who will provide services in this project.

Total cost range for proposed work associated with this RFQ is \$15,000 to \$25,000 depending of the level of City participation. VLAWMO and City of White Bear Lake staff have tentatively discussed the RFQ partnership and are supportive. If both parties were to agree to equally share cost, the cost for each would not exceed \$12,500. This possible partnership would also include an intergovernmental agreement which would be prepared and brought forward at the February 24<sup>th</sup> Board meeting for consideration. City staff is also planning to be in attendance at the 12/9 VLAWMO Board meeting. The E. Goose ALM program was included in the VLAWMO 2021 approved budget for \$47,500 and this proposed work was also included in the recent presentation to both the City Council and VLAWMO earlier this Fall.

Given the long timing gap between the VLAWMO Board meeting (apx 2.5 months), staff is requesting board consideration the following:

- 1. Consider approval of the attached Draft RFQ Attachment 1 (with non-material changes) and authorize staff to work with the City to finalize RFQ;
- 2. Authorize staff to review the SOQ's and select the consultant firm;
- 3. Work with selected consultant firm to develop a final draft scope to work and contract that would then be considered by the VLAWMO Board at the Feb 24 Board meeting.

#### **Staff Recommendation**

Approval of attached draft RFQ for the for E Goose Lake ALM Plan development (with non material changes), and authorize staff to then select the firm that will develop a final draft scope of work and contract.

#### Attachment:

1. Draft Request for Qualifications (RFQ)—Consultant Services for East Goose Adaptive Lake Management Engagement

DRAFT

#### **REQUEST FOR QUALIFICATIONS**

TO:	1-3 firms with experience in public engagement and innovative approaches for stakeholder input for lake management and planning
FROM:	Vadnais Lake Area Watershed Management Organization (VLAWMO) and City of White Bear Lake
DATE:	December 3, 2020
SUBJECT:	Request for Qualifications—Consultant Services for East Goose Adaptive Lake Management (ALM) Engagement

#### **Purpose of RFQ**

This memorandum serves as a request for qualifications (RFQ) of your firm related to providing assistance to VLAWMO and City of White Bear Lake to provide public engagement and stakeholder input services as part of the East Goose ALM program.

This RFQ has been sent out to firms determined to have experience with public engagement efforts as related to lake management and planning. The firm selected will be working as part of the East Goose ALM Staff team (from the City of White Bear Lake and VLAMWO) and must be highly skilled in the following areas: public engagement, engagement approaches such as engagement software and web-based engagement in the COVID environment, meeting facilitation and finding innovative "common ground" solutions to problems, compiling and organizing data, and project communication strategies.

#### Background

East Goose Lake is located in the City of White Bear Lake and marks the southern entrance point to the City of White Bear Lake via northbound Highway 61. It is also the place where the city settlement began with its first home, school, church, cemetery, and business. Addressing problems in East Goose Lake are important because it is part of the headwaters of Lambert Creek, tributary to East Vadnais Lake, which is the drinking water reservoir for more than 430,000 St. Paul residents. East Goose Lake has about two dozen landowners that live on the Lake. The lake does not have public access, but it is highly visible in the watershed, as Highway 61 bisects East and West Goose Lakes.

East Goose Lake has a long history of poor water quality. East Goose Lake is a listed impaired waterbody (303(d) Impaired Waters) for nutrient levels for recreational use. East Goose Lake total phosphorus (TP) and Chlorophyll-a levels average nearly 4 times Shallow Lake State standards. High nutrient levels have resulted in a lake that is devoid of vegetation and dominated by algae, including blue-green algae. Numerous sediment studies, water-quality monitoring, and a feasibility study have been completed for East Goose Lake. Studies conducted on East Goose Lake show that 88% of East Goose Lake's phosphorus loading is internal. Historical accumulated inputs, combined with external inputs, led to the current internal load. East Goose Lake was the discharge point for the White Bear Lake Wastewater Treatment Plant from the 1930s to the 1960s.

In 2020, the VLAWMO Board decided to no longer pursue a temporary boating restriction on East Goose Lake, as was recommended as part of a proposed alum treatment project. The Board also decided to no long pursue a BWSR Clean Water Grant which would have partially funded the proposed alum project. In the Fall of 2020, the VLAWMO Board and City of White Bear City Council approved pursing a Adaptive Lake Management approach for East Goose Lake. In December 1, 2020 the City and VLAWMO held a Neighborhood Conversation kickoff meeting – this meeting can be viewed at this link : <u>https://www.vlawmo.org/waterbodies/east-goose-lake/and\_https://www.youtube.com/watch?v=bZDxxTBPhCk</u>

The VLAWMO and City now seek qualified consulting firms to provide additional public engagement and stakeholder input expertize as part of the East Goose ALM program.

#### **Project Description**

#### **Project Goals**

The overall Goal of the East Goose Lake ALM program is to improved water quality and a healthier East Goose Lake.

Key elements of the ALM engagement approach include:

- Development of a management framework based on stakeholder engagement and continuous evaluation;
- Frequent partner check-ins, monitoring, surveys;
- A transparent process with incremental results, clear communication, and explicit recognition of challenges.

#### **Project Elements**

- 1. Public and Stakeholder Engagement approaches:
  - Soliciting input from the greater community through a web resource and community input processes.
  - Soliciting and communication with community business partners and agencies
  - Survey development and application, synthesis of results
  - Social Pinpoint software (or similar type software) web platform
  - Special consideration should be given to engagement approaches given the COVID limitations
- 2. Analysis / Synthesis of Public and Stakeholder Input received:
  - From input collected from the community meetings, survey methods, and website resources, assist the team in analyzing and synthesizing the data /information received
  - Sorting and coding of comments according to qualitative research methods and drafting narrative for distribution to participants for review
  - Analyzing and development of themes
- 3. Development of Draft and Final Input Summary documents:
  - Summary document reflecting feedback from stakeholders for use in developing goals and priorities for the overall ALM process

- 4. Meeting Facilitation:
  - Negotiations, mediation and conflict resolution
  - Recommending innovative technical, social and financially viable solutions
  - Assist staff team in engagement with key stakeholder to assist in identifying and achieving consensus on possible goals and/or management project elements
- 5. Provide initial recommendations for ways results from the engagement process could be used for the development of a possible ALM Management Plan (if approved -Plan develop /completed under a separate contract)

#### Budget

Total cost for all proposed work associated with this RFQ is not to exceed \$25,000.

#### Deliverables

The Scope of Work including exact deliverables will be developed in consultation with the selected firm. All data, products, and electronic files developed through work on this project are the property of the VLAWMO and City and will be provided to these entities after the project is complete. When the scope of the project is finalized, the deliverables will be more specifically defined.

#### **Submittal Requirements**

Please provide 4 copies and 1 digital copy of your Statement of Qualifications (SOQ). Your SOQ may not exceed 10 (ten) pages in length. The SOQ must include:

• An outline of your firm's preliminary scope of work to complete the project

• Description and examples of your firm's direct experience with related projects and other relevant work experience

• The specific individuals who will provide services in this project

Staff resumes and more detailed project descriptions may be included as an appendix and are not limited in length. Mailed or delivered hard copy materials are required. SOQs shall be submitted to the VLAWMO office no later than **4:00 p.m. January 18, 2021** at the following address:

Address here:

#### **Selection Criteria**

The firms will be evaluated based on the following criteria:

1. Experience in stakeholder engagement, engagement software and web based approaches, meeting facilitation/negotiation, conflict resolution and project communication to multiple audiences (both technical and non-technical);

- 2. Experience of key personnel involved in the project; and
- 3. General approach to completing the critical engagement elements

#### **Consultant Selection Process and Schedule**

A committee consisting of and key partners will review SOQs and select a firm based on their ability to complete the work. Interviews currently are not planned but may be added if deemed necessary. Once a firm is selected a draft scope of work, budget and schedule will be negotiated and

incorporated into an agreement to be considered by both the City Council and VLAWMO Board. We anticipate the agreement/scope of work will be considered at the February 24, 2021 VLAMWO Board meeting and a February 2021 White Bear Lake City Council meeting. Once the agreement is executed, work may begin. The project is anticipated to begin in Late Feb/March 2021 and shall be completed no later than December 31, 2021.

#### **Questions and Point of Contact**

All questions regarding this request for qualifications must be directed to Dawn Tanner no later than January X. Responses to all questions will be distributed to all firms selected to submit an SOQ by January Y. Thank you for providing a statement of qualifications for this work.



To: VLAWMO Board of Directors

From: Tyler Thompson, Phil Belfiori

Date: December 3, 2020

#### Re: V. C. 1. Consider Metro I-NET JPA and 2021 Budget– Res. 12-2020

At the June 24<sup>th</sup> Board meeting, the Board gave their general consensus and interest in joining into a Metro I-NET joint powers organization as a member. Since then, dedicated members of Metro I-NET pressed on with a Joint Powers Agreement, and on November 12<sup>th</sup>, a draft JPA was sent out to members for legal review and consideration of entering into the JPA. The League of Minnesota Cities has also reviewed and approved the draft JPA. Staff forwarded the JPA onto VLAWMO's attorney, Troy Gilchrist, and he returned no concerns after review, and saw nothing that needed to be addressed on behalf of VLAWMO.

At their November 13<sup>th</sup> meeting, the Technical Commission added the JPA to their meeting agenda and voted to recommend approval for the Board to enter into the Metro I-NET JPA. As a member of the JPA, VLAWMO's 2021 budgeted amount for Metro I-NET services is anticipated to be around the same amount that was approved with the 2021 VLAWMO budget (estimated at \$14,447) and Staff has added a small amount into the fund balance carry over into the 2021 budget working budget (see agenda item V.A.1) just in case of slight increases to cover unanticipated I-NET administrative costs due to transition to a JPA organization. There are no direct increases in 2021 IT costs to Metro-INET members due to the JPA transition, as these are being borne by the City of Roseville and Metro-INET.

As a JPA member, VLAWMO would have voting representation within Metro I-NET and a say in budgetary and organization direction with a representative Director and Alternate. As a JPA organization, Metro I-NET would operate under a Board of Directors. The JPA is non-expiring, and members have the opportunity to part with the organization on an annual basis.

Staff and the TEC are encouraging the Board enters into the Metro I-NET JPA, as the organization has provided exceptional service to VLAWMO since 2015 at a competitive price. Staff is recommending the Board approve Resolution 12-2020, entering VLAWMO into a JPA with Metro-INET.

Attachment 1: Metro I-NET Joint Powers Agreement-623683-v14

Authorize entering into the Metro-INET JPA as participating member with the signing and execution of VLAWMO Resolution 12-2020 with any non-material changes.

Proposed motion: <u>A motion was made by</u> and seconded by for the authorization and approval of <u>VLAWMO to join the Metro I-NET Joint Powers Agreement with Resolution 12-2020 with any non –</u> <u>material changes. Vote:</u>

### JOINT POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE NORTH EAST METROPOLITAN AREA MUNICIPAL INTERNETWORKING COLLABORATIVE, TO BE KNOWN AS "METRO-INET"

1		TABLE OF CONTENTS	
2			
3			<u>Page</u>
4			
5		AL PURPOSE	
6	Section 1.1	Purpose	1
7			
8		TION OF TERMS	
9	Section 2.1	Definitions	
10		Metro-INET	
11		IT Services	
12		Board	
13		LGU	
14		Member	
15		Associate	
16	Section 2.1./	Data	2
17			2
18		BERSHIP	
19	Section 3.1	Eligibility	
20	Section 3.2	Execution of JPA and Payment of Member Charges Initial Members	Z
21	Section 3.3		
22	Section 3.4	Transition of Initial Member IT Services Agreements Effective Date	
23	Section 3.5		
24 25	Section 3.6 Section 3.7	New Members	
25	Section 3.7 Section 3.8	Conditions of Membership Appointment of Directors	
26 27	Section 5.8	Appointment of Directors	3
27	ADTICI E IV BOAD	D OF DIRECTORS	3
28 29	Section 4.1	Governing Body	
30	Section 4.1 Section 4.2	Appointment of Alternate Directors	
31	Section 4.2 Section 4.3	No Proxy Voting	
32	Section 4.4	Notice of Change of Director or Alternate Director	
33	Section 4.5	Compensation of Directors and Alternate Directors	
33 34	Section 4.6	Number of Votes of Directors	
35	Section 4.7	Quorum	
36	Section 4.7	Motions	
37	Section 4.9	Suspension of Vote	
38	Section 4.10	Bylaws	
39	Section 4.10	Remuneration of Director Expenses	
40	Section 4.11 Section 4.12	Removal of Directors	
41	Section 4.13	Director Vacancies	
42			
43	ARTICLE V MEET	INGS AND OFFICERS	4
44	Section 5.1	Special Meetings	
45	Section 5.2	Regular Meetings	

46	Section 5.3	Notice of Regular Meetings	5
47	Section 5.4	Public Meetings	5
48	Section 5.5	Officers	5
49	Section 5.6	Chair and Vice Chair	5
50	Section 5.7	Secretary	5
51	Section 5.8	Officer Vacancies	
52			
53	ARTICLE VI POW	ERS AND DUTIES OF THE BOARD	6
54	Section 6.1	Powers and Duties	6
55	Section 6.2	General Purpose	6
56	Section 6.3	Governance	6
57	Section 6.4	Membership Dues	6
58	Section 6.5	Service Charges	6
59	Section 6.6	Gifts, Loans and Grants	6
60	Section 6.7	Annual Audit	6
61	Section 6.8	Annual Budget	6
62	Section 6.9	Delegation to Executive Committee	7
63	Section 6.10	Accumulation and Maintenance of Capital	
64	Section 6.11	Data, Data Processing and Management Information Systems	
65	Section 6.12	PERA	
66	Section 6.13	Necessary and Incidental Powers	7
67			
68	ARTICLE VII FISC	AL AND OPERATIONAL SERVICES; EXECUTIVE DIRECTOR .	7
69	Section 7.1	Fiscal and Operations Agent	7
70	Section 7.2	Executive Director	7
71	Section 7.3	Term of Executive Director	8
72			
73	ARTICLE VIII EXE	CUTIVE COMMITTEE	8
74	Section 8.1	Membership of Executive Committee	8
75	Section 8.2	Bylaws of Executive Committee	
76	Section 8.3	Quorum	8
77	Section 8.4	Regular Meetings	8
78	Section 8.5	Special Meetings	
79	Section 8.6	Notice of Meetings	
80	Section 8.7	Duties and Responsibilities	
81	Section 8.8	Preparation and Modification of Charges	9
82			
83	ARTICLE IX FINA	NCIAL MATTERS	9
84	Section 9.1	Fiscal Year	9
85	Section 9.2	Adoption of Annual Budget	
86	Section 9.3	Cost Sharing Charges	
87	Section 9.4	Invoices to Members	
88	Section 9.5	Classification of Cost Sharing Charges	
89	Section 9.6	Special Financial Assistance from Members	
90	Section 9.7	Expenditures	

113Section 12.5Distribution of Computer Software13114115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121ARTICLE XVMISCELLANEOUS14	91	Section 9.8	Contracts
94       Section 10.1       Notice of Withdrawal       11         95       Section 10.2       Claim to Assets upon Withdrawal       11         96       Section 10.3       Financial Obligations upon Withdrawal       11         97       Section 10.4       Financial Obligations upon Withdrawal       11         98			
95       Section 10.2       Claim to Assets upon Withdrawal       11         96       Section 10.4       Financial Obligations upon Withdrawal       11         97       Section 10.4       Financial Obligations prior to Withdrawal       12         98       ARTICLE XI ASSOCIATES       12         100       Section 11.1       Associates       12         101       Section 11.3       Confirmation of Associate Status       12         102       Section 11.4       Appointment of Director and Alternate Director       12         103       Section 11.5       Charges       12         104       Section 11.6       Application to Become a Member       12         105       Section 11.7       Notice of Withdrawal as Associate       12         106       Section 12.1       Dissolution       12         107       NatricLE XII DISSOLUTION       12       13         108       Section 12.1       Dissolution of Deficit       13         119       Section 12.4       Allocation of Deficit       13         110       Section 12.5       Distribution of Computer Software       13         111       Section 13.1       Cooperative Activity of Single Governmental Unit       13         118			
96       Section 10.3       Financial Obligations upon Withdrawal       11         97       Section 10.4       Financial Obligations prior to Withdrawal       12         98       99       ARTICLE XI ASSOCIATES       12         100       Section 11.1       Associates       12         101       Section 11.2       Admission of Associates       12         102       Section 11.4       Appointment of Director and Alternate Director       12         103       Section 11.6       Application to Become a Member       12         104       Section 11.7       Notice of Withdrawal as Associate       12         105       Section 11.7       Notice of Withdrawal as Associate       12         106       Section 12.1       Dissolution       12         107       Section 12.1       Dissolution       12         108       ARTICLE XII DISSOLUTION       12       12         109       Section 12.1       Dissolution       13         111       Section 12.4       Allocation of Desplay       13         112       Section 12.5       Distribution of Computer Software       13         113       Section 13.1       Cooperative Activity of Single Governmental Unit       13         114 <td>-</td> <td></td> <td></td>	-		
97       Section 10.4       Financial Obligations prior to Withdrawal       12         98       ARTICLE XI ASSOCIATES       12         100       Section 11.1       Associates       12         101       Section 11.2       Admission of Associates       12         102       Section 11.3       Confirmation of Associate Status       12         103       Section 11.4       Appointment of Director and Alternate Director       12         104       Section 11.6       Application to Become a Member       12         105       Section 11.7       Notice of Withdrawal as Associate       12         106       Section 12.1       Dissolution       12         107       Notice of Withdrawal as Associate       12         108       ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       13         110       Section 12.2       Effectuation of Dissolution       13         111       Section 12.4       Allocation of Deficit       13         112       Section 13.1       Cooperative Activity of Single Governmental Unit       13         114       ARTICLE XIII INDEMNIFICATION       13       13         115       ARTICLE XIII MDEMNIFICATION       14			±
98       99       ARTICLE XI ASSOCIATES       12         100       Section 11.1       Associates       12         101       Section 11.2       Admission of Associates       12         102       Section 11.3       Confirmation of Associate Status       12         103       Section 11.4       Appointment of Director and Alternate Director       12         104       Section 11.6       Application to Become a Member       12         105       Section 11.7       Notice of Withdrawal as Associate       12         106       Section 12.1       Dissolution       12         107       ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       12         109       Section 12.1       Dissolution       13         111       Section 12.3       Distribution of Dissolution       13         112       Section 12.4       Allocation of Deficit       13         113       Section 13.1       Cooperative Activity of Single Governmental Unit       13         114       ARTICLE XIV AMENDMENT       14       14         115       ARTICLE XIVAMENDMENT       14         116       Section 15.1       Data Practices       14			
99       ARTICLE XI ASSOCIATES       12         100       Section 11.1       Associates       12         101       Section 11.2       Admission of Associates Status       12         102       Section 11.3       Confirmation of Associate Status       12         103       Section 11.4       Appointment of Director and Alternate Director       12         104       Section 11.5       Charges       12         105       Section 11.6       Application to Become a Member       12         106       Section 11.7       Notice of Withdrawal as Associate       12         107       Testion 12.2       Effectuation of Dissolution       12         108       ARTICLE XII DISSOLUTION       12       12         109       Section 12.1       Dissolution       12         110       Section 12.2       Effectuation of Dissolution       13         111       Section 12.4       Allocation of Computer Software       13         113       Section 13.1       Cooperative Activity of Single Governmental Unit       13         114       ARTICLE XIV AMENDMENT       14       14         115       ARTICLE XVMISCELLANEOUS       14         116       Section 15.1       Data Practices	•	Section 10.4	Financial Obligations prior to Withdrawal 12
100         Section 11.1         Associates         12           101         Section 11.2         Admission of Associate Status         12           102         Section 11.3         Confirmation of Associate Status         12           103         Section 11.4         Appointment of Director and Alternate Director         12           103         Section 11.5         Charges         12           105         Section 11.6         Application to Become a Member         12           106         Section 11.7         Notice of Withdrawal as Associate         12           107         Section 12.1         Dissolution         12           108         ARTICLE XII DISSOLUTION         12           109         Section 12.1         Dissolution         12           100         Section 12.3         Distribution of Dissolution         13           111         Section 12.4         Allocation of Deficit         13           113         Section 13.1         Cooperative Activity of Single Governmental Unit         13           114         Section 13.2         Indemnification         13           115         ARTICLE XVI MENDMENT         14           126         Section 15.1         Data Practices         14			
101       Section 11.2       Admission of Associates       12         102       Section 11.3       Confirmation of Associate Status       12         103       Section 11.4       Appointment of Director and Alternate Director       12         104       Section 11.5       Charges       12         105       Section 11.6       Application to Become a Member       12         106       Section 11.7       Notice of Withdrawal as Associate       12         107       Variable Section 12.1       Dissolution       12         108       ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       12         109       Section 12.2       Effectuation of Dissolution       13         111       Section 12.3       Distribution of Assets and Payment of Outstanding Obligations       13         112       Section 12.4       Allocation of Computer Software       13         113       Section 13.1       Cooperative Activity of Single Governmental Unit       13         114       Section 13.2       Indemnification       13         115       ARTICLE XIV MENDMENT       14         126       Section 15.1       Data Practices       14         127       Section 15.			
102       Section 11.3       Confirmation of Associate Status       12         103       Section 11.4       Appointment of Director and Alternate Director       12         104       Section 11.5       Charges       12         105       Section 11.6       Application to Become a Member       12         106       Section 11.7       Notice of Withdrawal as Associate       12         107       Totice of Withdrawal as Associate       12         108       ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       12         109       Section 12.1       Dissolution       12         110       Section 12.2       Effectuation of Dissolution       13         111       Section 12.3       Distribution of Assets and Payment of Outstanding Obligations       13         113       Section 12.4       Allocation of Computer Software       13         114       ARTICLE XIII INDEMNIFICATION       13       13         115       ARTICLE XIV AMENDMENT       13         116       Section 13.1       Cooperative Activity of Single Governmental Unit       13         117       Section 13.2       Indemnification       13         118       ARTICLE XVMISCELLANEOUS			
103       Section 11.4       Appointment of Director and Alternate Director       12         104       Section 11.5       Charges       12         105       Section 11.6       Application to Become a Member       12         106       Section 11.7       Notice of Withdrawal as Associate       12         107       108       ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       12         100       Section 12.2       Effectuation of Dissolution       13         110       Section 12.3       Distribution of Assets and Payment of Outstanding Obligations       13         111       Section 12.4       Allocation of Deficit       13         112       Section 12.5       Distribution of Computer Software       13         113       Section 13.1       Cooperative Activity of Single Governmental Unit       13         114       13       Section 13.2       Indemnification       13         115       ARTICLE XIV AMENDMENT       14       14         120       Section 14.1       Amendment of JPA       14         121       Section 15.1       Data Practices       14         122       Section 15.2       Audit       14         123 </td <td></td> <td></td> <td></td>			
104       Section 11.5       Charges       12         105       Section 11.6       Application to Become a Member       12         106       Section 11.7       Notice of Withdrawal as Associate       12         107       Marticle XII DISSOLUTION       12         108       ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       12         109       Section 12.2       Effectuation of Dissolution       13         111       Section 12.3       Distribution of Assets and Payment of Outstanding Obligations       13         112       Section 12.4       Allocation of Deficit       13         113       Section 12.5       Distribution of Computer Software       13         114       Section 13.1       Cooperative Activity of Single Governmental Unit       13         115       ARTICLE XIV AMENDMENT       14         120       Section 13.1       Amendment of JPA       14         121       Section 15.1       Data Practices       14         122       ARTICLE XVMISCELLANEOUS       14         123       Section 15.1       Data Practices       14         124       Section 15.2       Audit       14         125       <			
105       Section 11.6       Application to Become a Member       12         106       Section 11.7       Notice of Withdrawal as Associate       12         107       Image: ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       12         100       Section 12.2       Effectuation of Dissolution       13         110       Section 12.3       Distribution of Assets and Payment of Outstanding Obligations       13         111       Section 12.4       Allocation of Deficit       13         112       Section 12.5       Distribution of Computer Software       13         113       Section 13.1       Cooperative Activity of Single Governmental Unit       13         114       Image: Section 13.1       Cooperative Activity of Single Governmental Unit       13         115       ARTICLE XIV AMENDMENT       14         126       Section 14.1       Amendment of JPA       14         127       Section 15.1       Data Practices       14         128       Section 15.2       Audit       14         129       Section 15.3       Counterparts       14         128       Section 15.4       Headings       14         129       Section 15.6 <td< td=""><td></td><td></td><td>••</td></td<>			••
106Section 11.7Notice of Withdrawal as Associate12107ARTICLE XII DISSOLUTION12109Section 12.1Dissolution12110Section 12.2Effectuation of Dissolution13111Section 12.3Distribution of Assets and Payment of Outstanding Obligations13112Section 12.4Allocation of Deficit13113Section 12.5Distribution of Computer Software13114ARTICLE XIII INDEMNIFICATION13115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121Section 15.1Data Practices14122ARTICLE XVMISCELLANEOUS14123Section 15.2Audit14124Section 15.3Counterparts14125Section 15.4Headings14126Section 15.5Severability14127Section 15.6Applicable Law14129ARTICLE XVI DURATION15	-		6
107       108       ARTICLE XII DISSOLUTION       12         109       Section 12.1       Dissolution       12         110       Section 12.2       Effectuation of Dissolution       13         111       Section 12.3       Distribution of Assets and Payment of Outstanding Obligations       13         112       Section 12.4       Allocation of Deficit       13         113       Section 12.5       Distribution of Computer Software       13         114       13       Section 12.5       Distribution of Computer Software       13         115       ARTICLE XIII INDEMNIFICATION       13       13         116       Section 13.1       Cooperative Activity of Single Governmental Unit       13         117       Section 13.2       Indemnification       13         118       11       ARTICLE XIV AMENDMENT       14         120       Section 14.1       Amendment of JPA       14         121       122       ARTICLE XVMISCELLANEOUS       14         123       Section 15.1       Data Practices       14         124       Section 15.2       Audit       14         125       Section 15.3       Counterparts       14         126       Section 15.4       <			
108ARTICLE XII DISSOLUTION12109Section 12.1Dissolution12110Section 12.2Effectuation of Dissolution13111Section 12.3Distribution of Assets and Payment of Outstanding Obligations13112Section 12.4Allocation of Deficit13113Section 12.5Distribution of Computer Software13114115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121Section 15.1Data Practices14122ARTICLE XV MISCELLANEOUS14123Section 15.2Audit14124Section 15.3Counterparts14125Section 15.4Headings14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129ARTICLE XVI DURATION15		Section 11.7	Notice of Withdrawal as Associate 12
109Section 12.1Dissolution12110Section 12.2Effectuation of Dissolution13111Section 12.3Distribution of Assets and Payment of Outstanding Obligations13112Section 12.4Allocation of Deficit13113Section 12.5Distribution of Computer Software13114115ARTICLE XIII INDEMNIFICATION13115Section 13.1Cooperative Activity of Single Governmental Unit13116Section 13.2Indemnification13117Section 13.2Indemnification13118Indemnification1414120Section 14.1Amendment of JPA14121ARTICLE XVMISCELLANEOUS14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129ARTICLE XVI DURATION15			
110Section 12.2Effectuation of Dissolution13111Section 12.3Distribution of Assets and Payment of Outstanding Obligations13112Section 12.4Allocation of Deficit13113Section 12.5Distribution of Computer Software13114115ARTICLE XIII INDEMNIFICATION13115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification131181414120Section 14.1Amendment of JPA14121ARTICLE XVMISCELLANEOUS14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129ARTICLE XVI DURATION15			
111Section 12.3Distribution of Assets and Payment of Outstanding Obligations13112Section 12.4Allocation of Deficit13113Section 12.5Distribution of Computer Software13114115ARTICLE XIII INDEMNIFICATION13115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification131181414120Section 14.1Amendment of JPA14121ARTICLE XVMISCELLANEOUS14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129ARTICLE XVI DURATION15	109		
112Section 12.4Allocation of Deficit13113Section 12.5Distribution of Computer Software13114115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121ARTICLE XVMISCELLANEOUS14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	110		
113Section 12.5Distribution of Computer Software13114115ARTICLE XIII INDEMNIFICATION13115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121ARTICLE XVMISCELLANEOUS14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	111		
114115ARTICLE XIII INDEMNIFICATION13115Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121122ARTICLE XVMISCELLANEOUS14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	112	Section 12.4	
115ARTICLE XIII INDEMNIFICATION13116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118Indemnification13119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121Indemnification14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129Intervention15130ARTICLE XVI DURATION15	113	Section 12.5	Distribution of Computer Software
116Section 13.1Cooperative Activity of Single Governmental Unit13117Section 13.2Indemnification13118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121122ARTICLE XVMISCELLANEOUS14122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	114		
117Section 13.2Indemnification13118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	115		
118119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	116	Section 13.1	Cooperative Activity of Single Governmental Unit
119ARTICLE XIV AMENDMENT14120Section 14.1Amendment of JPA14121122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	117	Section 13.2	Indemnification
120Section 14.1Amendment of JPA14121122123124125125126126127126127128129130130ARTICLE XVI DURATION	118		
121       122       ARTICLE XVMISCELLANEOUS       14         123       Section 15.1       Data Practices       14         124       Section 15.2       Audit       14         125       Section 15.3       Counterparts       14         126       Section 15.4       Headings       14         127       Section 15.5       Severability       14         128       Section 15.6       Applicable Law       14         129       130       ARTICLE XVI DURATION       15	119	ARTICLE XIV AME	ENDMENT 14
122ARTICLE XVMISCELLANEOUS14123Section 15.1Data Practices14124Section 15.2Audit14125Section 15.3Counterparts14126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	120	Section 14.1	Amendment of JPA 14
123       Section 15.1       Data Practices       14         124       Section 15.2       Audit       14         125       Section 15.3       Counterparts       14         126       Section 15.4       Headings       14         127       Section 15.5       Severability       14         128       Section 15.6       Applicable Law       14         129       130       ARTICLE XVI DURATION       15	121		
124       Section 15.2       Audit       14         125       Section 15.3       Counterparts       14         126       Section 15.4       Headings       14         127       Section 15.5       Severability       14         128       Section 15.6       Applicable Law       14         129       130       ARTICLE XVI DURATION       15	122	ARTICLE XVMISC	ELLANEOUS14
125       Section 15.3       Counterparts       14         126       Section 15.4       Headings       14         127       Section 15.5       Severability       14         128       Section 15.6       Applicable Law       14         129       130       ARTICLE XVI DURATION       15	123	Section 15.1	Data Practices
126Section 15.4Headings14127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	124	Section 15.2	Audit
127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	125	Section 15.3	Counterparts
127Section 15.5Severability14128Section 15.6Applicable Law14129130ARTICLE XVI DURATION15	126	Section 15.4	Headings
<ul> <li>Section 15.6 Applicable Law</li></ul>	127	Section 15.5	•
129 130 ARTICLE XVI DURATION	128	Section 15.6	-
130 ARTICLE XVI DURATION			11
		ARTICLE XVI DUR	ATION

132	JOINT POWERS AGREEMENT FOR THE ESTABLISHMENT OF
133	THE NORTH EAST METROPOLITAN AREA MUNICIPAL
134	INTERNETWORKING COLLABORATIVE
135	
136	The parties to this joint powers agreement ("JPA") are local governmental units ("LGUs")
137	of the State of Minnesota authorized to enter into this JPA. This JPA is made and entered into
138	pursuant to Minnesota Statutes, Section 471.59.
139	
140	ARTICLE I
141	GENERAL PURPOSE
142	
143	Section 1.1. Purpose. The general purpose of this JPA is to provide for an organization
144	that the participating Members may jointly and cooperatively provide for the development and
145	operation of IT Services for the use and benefit of the Members, and others. To the extent permitted
146	by law, the Members will support the establishment of the IT Services and seek to expand the
147	number of participating agencies either as Members or as non-Member LGUs receiving services
148	from Metro-INET.
149	ARTICLE II
150	<b>DEFINITION OF TERMS</b>
151	
152	Section 2.1. Definitions. The terms defined in this Article shall have the meanings given
153	them for the purposes of this JPA.
154	
155	Section 2.1.1. Metro-INET. "Metro-INET" means the "North East Metropolitan Area
156	Municipal Internetworking Collaborative," the organization created by this JPA.
157	
158	Section 2.1.2. IT Services. "IT Services" means the development, operation and
159	maintenance of advanced internet networking and data services through ownership or lease of any
160	and all systems, equipment, technology or means and methods necessary to provide competitive,
161	up-to-date IT services to Members and non-Member LGUs.
162	
163	Section 2.1.3. Board. "Board" means the Board of Directors of Metro-INET, consisting
164	of one Director from each LGU participating as a Member of Metro-INET pursuant to this JPA.
165	
166	Section 2.1.4. LGU. "LGU" means any city, township, independent public safety
167	organization, watershed management organization, watershed district, cable commission or other
168	political subdivision of the State of Minnesota that is qualified to enter into joint powers
169	agreements as defined in Minnesota Statutes, Section 471.59, and as it may be amended from time
170	to time.
171	
172	Section 2.1.5. Member. "Member" means an LGU that enters into this JPA and is at the
173	time involved, a Member in good standing.
174	
175	Section 2.1.6. Associate. "Associate" means an LGU that is not a Member but has agreed
176	to affiliate with Metro-INET in accordance with Article XI and other applicable JPA provisions.

Section 2.1.7. Data. "Data" means all information in digital form that can be transmitted 177 or processed. 178 179 **ARTICLE III** 180 181 **MEMBERSHIP** 182 Section 3.1. Eligibility. Any Minnesota LGU is eligible to be a Member of Metro-INET. 183 184 Section 3.2. Execution of JPA and Payment of Member Charges. An LGU desiring to 185 be a Member shall execute a copy of this JPA and shall pay all Member charges, prorated if 186 appropriate, under Article IX. 187 188 Section 3.3. Initial Members. The initial Members of Metro-INET shall be the City of 189 Roseville ("Roseville") and those LGUs that are parties to a joint powers agreement or an 190 otherwise existing contractual arrangement for IT Services from Roseville, on or prior to 191 December 31, 2020. Upon the execution of this JPA by an initial Member, the clerk or other 192 corresponding officer shall file with the Roseville City Manager a copy of the executed JPA, 193 together with a certified copy of the authorizing resolution or other action. The resolution 194 authorizing the execution of this JPA shall also designate the Member's Director and Alternate 195 Director ("Alternate"). 196 197 198 Section 3.4 Transition of Initial Member IT Services Agreements. Any joint powers agreement or contract for IT Services between two or more Metro-INET Members that has not 199 been terminated prior to the Effective Date of this JPA shall be terminated by the affected parties 200 at the earliest possible date, without disrupting the delivery of IT Services to the affected parties. 201 After the Effective Date, any term of an earlier agreement for IT Services still in force shall be 202 interpreted not to conflict with this JPA, which shall supersede the earlier agreement if the earlier 203 agreement and this JPA cannot be reconciled. The Board shall have authority to take any action it 204 deems reasonable and prudent to facilitate the transition to Metro-INET by any initial Member, 205 including the creation of a committee authorized to assist affected parties in the termination of 206 earlier agreements and to seek Board approval of action necessary to facilitate the transition. 207 208 209 Section 3.5. Effective Date. This JPA shall become effective on January 1, 2021 [[or other date agreed upon by the initial Members]] ("Effective Date"). Within thirty (30) days after the 210 Effective Date, the Roseville City Manager shall call the first meeting of the Board, which shall 211 be held not later than fifteen (15) days after the notice has been delivered to each Director and 212 Alternate. 213 214 215 Section 3.6. New Members. LGUs that do not qualify for initial membership under Section 3.3 and seek to join Metro-INET shall be admitted by a vote of the Board as it determines 216 at its organizational meeting, or as soon thereafter as the Board may decide and adopt in the 217 218 bylaws. 219 Section 3.7. Conditions of Membership. The Board may impose additional conditions 220 221 upon the admission of new Members. 222

Section 3.8. Appointment of Directors. Directors and Alternates shall be appointed by 223 224 the Member governing body to serve until their successors are appointed and qualified. Directors shall be the chief administrative officer of the Member. 225 226 227 **ARTICLE IV BOARD OF DIRECTORS** 228 229 230 Section 4.1. Governing Body. Metro-INET shall be governed by a Board of Directors consisting of a Director and Alternate from each Member. At the organizational meeting and 231 annually thereafter, the Board shall elect an executive committee that may advise or act for the 232 Board as the Board may delegate to the executive committee as necessary, upon meetings duly 233 called, as provided in Article VIII. 234 235 236 Section 4.2. Appointment of Alternate Directors. Each Member shall appoint one Alternate to the Director. The Alternate shall be entitled to attend all meetings of the Board and 237 may vote in the absence of the Director. 238 239 Section 4.3. No Proxy Voting. There shall be no voting by proxy. All votes must be cast 240 in person at Board meetings by the Director or Alternate, unless the meeting is duly conducted in 241 242 accordance with Minnesota Statutes, Sections 13D.02 (interactive TV) or 13D.021 (telephone or other electronic means allowed if health pandemic or emergency). 243 244 Section 4.4. Notice of Change of Director or Alternate Director. When the Member 245 changes its designated Director or Alternate the Member shall provide written notice to Metro-246 INET with the name, email address and mailing address of the person so appointed. 247 248 249 Section 4.5. Compensation of Directors and Alternate Directors. Directors and Alternates shall serve without compensation from Metro-INET, but it shall not prevent a Member 250 from providing compensation for its Director or Alternate if such compensation is lawfully 251 authorized by such Member. 252 253 Section 4.6. Number of Votes Held by Directors. Unless otherwise expressly provided 254 255 herein, each Director shall have the number of votes equivalent to the Member's share of Metro-INET's annual budget, as established by the Board and calculated as follows: Each Member's 256 percentage share of Metro-INET's annual budget shall be determined by Member use of Metro-257 INET IT Services. Said Member share shall be rounded up to the nearest whole number, and that 258 259 number shall be the Member's total number of votes in any vote of the Board. Members shall have at least one vote. The number of votes for initial Members, and the total votes of the Directors for 260 261 the initial Board, shall be as set forth in the attached Exhibit A, and is subject to change annually with the addition or subtraction of Members. The number of votes for each Director shall be 262 recalculated annually upon the adoption by the Board of the next fiscal year budget. Upon the 263 addition of a new Member, the Board shall estimate the new Member's share of Metro-INET's 264 265 annual budget for the period prior to adoption of the succeeding year's budget and assign the proportionate number of votes to the new Member for the remainder of that fiscal year. The number 266 267 of votes of existing Members shall not change during the year that new Member or Members join Metro-INET. 268

Section 4.7. Quorum. The presence of at least ten (10) Directors of Members in good standing at a regular or special meeting shall constitute a quorum of the Board allowing it to transact business, provided that the ten Directors hold at least a majority of the total Member votes.

Section 4.8. Motions. A majority of the Member vote totals represented by those Directors
 present at a meeting is required to pass all motions, unless a greater majority is provided in this
 JPA.

277 Section 4.9. Suspension of Vote. A Director, or Alternate shall not be eligible to vote during the time the Member they represent has been notified by Metro-INET that it is in default 278 on any required assessment, contract or other contribution to Metro-INET or regarding security 279 breaches or other acts deemed by the Board to materially impair the quality of IT Services provided 280 by Metro-INET. During the existence of such default, the vote(s) of such Member shall not be 281 counted for the purposes of a meeting quorum or majority on a Board meeting vote. If a Member 282 remains in default for a period of more than forty-five (45) days after written notice on failure to 283 pay any billing from Metro-INET or notice of other default referenced above, the Board may act 284 to terminate the Member from Metro-INET by a majority vote of the Board at a regular meeting 285 or special meeting called for that purpose. 286

Section 4.10. Bylaws. At the Metro-INET organizational meeting the Board shall adopt bylaws governing its procedures, including but not limited to, the time, place and frequency of its regular meetings or procedures and voting majorities required for certain votes. Such bylaws may be amended from time to time pursuant to Section 4.8 of this JPA.

**Section 4.11. Remuneration of Director or Alternate Expenses.** The Board shall have no obligation to pay remuneration of Director or Alternate expenses, which shall be subject to the policies of Member appointing them. The Board may, however, in its sole discretion, pay the reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with special duties they undertake on behalf of Metro-INET, but such reimbursement shall not include the expenses incurred solely for attending meetings of Metro-INET within the seven-county Twin Cities metropolitan area.

300

304

307 308

309

287

292

272

301
 302 Section 4.12. Removal of Directors. Any Director or Alternate shall be subject to removal
 303 by the governing body of the Member.

Section 4.13. Director Vacancies. A vacancy on the Board shall be promptly filled by the
 governing body of the Member whose position on the Board is vacant.

#### ARTICLE V MEETINGS AND OFFICERS

310
311 Section 5.1. Special Meetings. Special meetings of the Board may be called: (a) by the
312 chair; (b) by the executive committee; or (c) upon the written request of a majority of the Directors.
313 Subject to an emergency exception, as defined by statute, at least three (3) days' written notice of

special meetings shall be published and given to all Directors and Alternates. Such notice shallinclude the agenda for the special meeting and the time, date and location of the meeting.

316

322

327

332

**Section 5.2. Regular Meetings.** The specific date, time and location of regular meetings of the Board shall be determined by the Board as provided in the Bylaws. The Board shall be required to meet at least four (4) times a year. Its regular meetings shall be held on the dates and at times of each January, April, July and October as determined by the Board at the October meeting and duly published to establish the four regular meetings.

Section 5.3. Notice of Regular Meetings. Notice of regular meetings of the Board shall be given to the Directors and Alternates by the secretary at least fifteen (15) days in advance of the meeting and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

Section 5.4. Public Meetings. Meetings of the Board and of the executive committee shall
 be considered "public" meetings. Notices, agendas, and schedules of such meetings shall be given,
 maintained and distributed pursuant to the Open Meeting Law, Minnesota Statutes, Section
 13D.01, et seq.

333 Section 5.5. Officers. The officers of the Board shall consist of the chair, vice-chair, secretary and two (2) officers-at-large, who shall be elected by the Directors at the organizational 334 meeting of the Board. The chair and vice-chair shall be elected to three-year (3) terms, 335 commencing at the organizational meeting of the Board and every three (3) years thereafter. The 336 secretary shall be elected to a two-year (2) term, commencing at the organizational meeting of the 337 Board, and shall be elected to three-year (3) terms following the completion of the initial term 338 every three (3) years thereafter. The officers-at-large shall be elected to a one-year (1) term, 339 commencing at the organizational meeting of the Board, and shall be elected to three-year (3) 340 terms following the completion of the initial term every three (3) years thereafter. The intent of 341 the election of officers is to ultimately establish three-year (3), staggered terms of officers with the 342 chair and vice-chair being elected in the same year. Other than the organizational meeting of the 343 Board, new officers shall take office at the adjournment of the meeting of the Board at which they 344 are elected. 345

346

340 347

Section 5.6. Chair and Vice Chair. The chair shall preside at all meetings of the Board and the executive committee. The vice-chair shall act as chair in the absence of the chair.

348 349

Section 5.7. Secretary. The secretary shall be responsible for keeping a record of all of the
 proceedings of the Board and the executive committee.

352

Section 5.8. Officer Vacancies. A vacancy shall immediately occur in the office of any officer upon his or her resignation, death or upon ceasing to be an employee of the Member. Upon a vacancy occurring in any office, the Alternate shall serve until the Member appoints a new Director.

357

358	ARTICLE VI
359	<b>POWERS AND DUTIES OF THE BOARD</b>
360	
361	Section 6.1. Powers and Duties. The powers and duties of the Board shall include the
362	powers set forth in this Article.
363	
364	Section 6.2. General Purpose. The Board shall take such action as it deems necessary and
365	appropriate to accomplish the general purposes of the organization including, but not limited to,
366	the establishment of data processing and information systems, engaging in the development and
367	implementation of the necessary programs therefor, acquiring any necessary site, purchasing any
368	necessary supplies, equipment and machinery, employing any necessary personnel and operating
369	and maintaining any systems for the handling of data processing and management information for
370	the Members and for others. Any of the foregoing activities, or any other activities authorized by
371	the JPA, may be accomplished by entering into contracts, leases or other agreements with others,
372	whenever the Board shall deem this to be advisable.
373	
374	Section 6.3. Governance. The Board shall have full supervisory control and management
375	of the affairs of Metro-INET including the power to make contracts as it deems necessary to make
376	effective any power to be exercised by Metro-INET pursuant to this JPA; to provide for the
377	prosecution and defense or other participation in actions or proceedings at law in which it may
378	have an interest; to employ such persons as it deems necessary to accomplish its duties and powers
379	on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems
380	necessary on any matter related to or affecting the general purposes of the organization; to acquire,
381	hold and dispose of property both real and personal as the Board deems necessary; and to contract
382	for space, materials, supplies and personnel with a Member or Members or with others.
383	
384	Section 6.4. Membership Dues. The Board may establish and collect membership dues.
385	
386	Section 6.5. Service Charges. The Board may establish and collect charges for its services
387	to Members and to others.
388	
389	Section 6.6. Gifts, Loans and Grants. The Board may accept gifts, apply for and use
390	grants or loans of money or other property from the state, or any other governmental units or
391	organizations and may enter into agreements required in connection therewith and may hold, use
392	and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or
393	agreement relating thereto.
394	
395	Section 6.7. Annual Audit. The Board shall cause an annual independent audit of the
396	books to be made and shall make an annual financial accounting and report in writing to the
397	Members. Its books and records shall be available for and open to examination by its Members at
398	all reasonable times.
399	
400	Section 6.8. Annual Budget. The Board shall establish the annual budget for the
401	organization as provided in this JPA.
402	

403 Section 6.9. Delegation to Executive Committee. The Board may delegate authority to
 404 the executive committee of the Board, between Board meetings. Such delegation of authority shall
 405 be by resolution of the Board and may be conditioned in such manner as the Board may determine.
 406

407 Section 6.10. Accumulation and Maintenance of Capital. The Board may accumulate 408 and maintain reasonable working capital reserves and may invest and reinvest funds not currently 409 needed for the purposes of the organization. Such investment and reinvestment shall be in 410 accordance with and subject to the laws applicable to the investment of city funds.

411

417

412 Section 6.11. Data, Data Processing and Management Information Systems. The 413 Board shall make Metro-INET data processing and management information systems available to 414 its Members, subject to reasonable charges for the development and processing thereof. Metro-415 INET shall not own Member Data, which shall be returned to the Member upon its withdrawal 416 made pursuant to this JPA or upon dissolution.

418 Section 6.12. PERA. The Board may provide for any of its employees to be members of 419 the Public Employees Retirement Association and may make any required employer contributions 420 to that organization and any other employer contributions which municipalities are authorized or 421 required by law to make. 422

#### 423 Section 6.13. Necessary and Incidental Powers. The Board may exercise any other power 424 necessary and incidental to the implementation of its aforementioned powers and duties.

- 425
- 426 427

428

#### ARTICLE VII FISCAL AND OPERATIONAL SERVICES; EXECUTIVE DIRECTOR

Section 7.1. Fiscal and Operations Agent. The Board shall designate a Member to serve 429 as the fiscal and operations agent of Metro-INET ("Fiscal Agent"). The Fiscal Agent shall provide 430 services as set forth in the JPA and on additional matters as may be determined by the Board 431 through authorization for services by contract with Metro-INET. The Fiscal Agent shall be 432 responsible for management of all of Metro-INET's funds, for the keeping and storing of Metro-433 INET's financial records, recommending to the Board and maintaining adequate insurance 434 coverage of Metro-INET consistent with municipal liability limitations under Minnesota law, and 435 to provide for the annual financial audit and accounting of all Metro-INET related activities. The 436 Fiscal Agent shall be responsible for collecting and preserving all Metro-INET records and data 437 pursuant to the requirements of the Minnesota Government Data Practices Act, Minnesota 438 Statutes, Chapter 13. The Fiscal Agent shall post a fidelity bond or other insurance against loss of 439 organization funds in an amount approved by the Board, at the expense of Metro-INET. 440

441

442 Section 7.2. Executive Director. The Board shall hire an executive director to be 443 responsible for the management of the day-to-day operations of Metro-INET, executing the policy 444 directives of the Board, including, the power to implement contracts authorized by the Board, the 445 prosecution and defense or other participation in actions or proceedings in law; to employ 446 personnel or retain as consultants such persons as he or she may deem necessary to carry out 447 Metro-INET functions; to conduct such research and investigation as necessary on any matter 448 related to or affecting the general purposes of Metro-INET; to manage real and personal property acquired by Metro-INET; and to investigate, advise the Board regarding contracts for space,
materials, supplies and personnel either with a Member or Members or with third parties and
coordinating with Members for the implementation of internet connection, system maintenance
and data processing. The executive director shall prepare a report to the Board regarding the
operations of Metro-INET for each quarterly and annual meeting of the Board.

455 Section 7.3. Term of Executive Director. The executive director shall serve for an 456 indefinite period as defined by the contract, which may be terminated and the director removed by 457 a vote of a two-thirds majority of the total votes of the Board.

#### 458 459

454

#### 460 461

467

#### ARTICLE VIII EXECUTIVE COMMITTEE

462 Section 8.1. Membership of Executive Committee. The Board shall establish an 463 executive committee consisting of five (5) voting members. Its members shall consist of the five 464 (5) officers of the Board as defined in Article V, Section 5.5. The Fiscal Agent and Executive 465 Director shall serve as *ex officio* members of the executive committee in an advisory and non-466 voting capacity.

#### 468 Section 8.2. Bylaws of Executive Committee. The executive committee may adopt 469 bylaws governing its own procedures, which shall be subject to this JPA, the bylaws of the Board, 470 and any resolutions or other directives of the Board.

471 Section 8.3. Quorum. Three (3) members of the executive committee shall constitute a 472 quorum and a majority of the executive committee members present at a meeting where a quorum 473 exists may act, notwithstanding the number of votes held by each member in accordance with 474 Article IV, Section 4.6.

475 Section 8.4. Regular Meetings. The specific date, time and location of regular meetings 476 of the executive committee shall be determined by the executive committee. The executive 477 committee shall meet at least four (4) times a year. Notice of regular meetings of the executive 478 committee shall be given to the members of the executive committee and the executive director at 479 least seven (7) days in advance and the agenda for such meetings shall accompany the notice.

480 Section 8.5. Special Meetings. Special meetings of the executive committee may be called 481 by the chair or upon the call of any two other members of the executive committee. The date, time 482 and location of the special meeting shall be fixed by the person or persons calling it. At least three 483 (3) days advance written notice of such special meeting shall be given to all members of the 484 executive committee by the person or persons calling the meeting. 485

- 486 Section 8.6. Notice of Meetings. Pursuant to the Open Meeting Law, all meetings of the 487 executive committee shall be noticed and published at least three (3) days prior to the meeting.
- 488
  489 Section 8.7. Duties and Responsibilities. The executive committee shall have the
  490 following duties and responsibilities: (a) to exercise the powers and perform the duties delegated
  491 to it by the Board and subject to such conditions and limitations as may be imposed by the Board;
  492 (b) to cause to be prepared a proposed annual budget each year which shall be submitted to the

Section have the resp Metro-INET Section	esent a full report of its activities at each regular meeting of the Board. on 8.8. Preparation and Modification of Charges. The executive committee shall bonsibility to prepare and modify charges for the use of the programs and facilities of , both as to Members and non-members, subject to Board approval. ARTICLE IX FINANCIAL MATTERS on 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year. on 9.2. Adoption of Annual Budget. The annual budget of Metro-INET must be		
have the resp Metro-INET Section	oonsibility to prepare and modify charges for the use of the programs and facilities of both as to Members and non-members, subject to Board approval. ARTICLE IX FINANCIAL MATTERS on 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.		
have the resp Metro-INET Section	oonsibility to prepare and modify charges for the use of the programs and facilities of both as to Members and non-members, subject to Board approval. ARTICLE IX FINANCIAL MATTERS on 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.		
Metro-INET Section	, both as to Members and non-members, subject to Board approval. ARTICLE IX FINANCIAL MATTERS on 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.		
Secti	<b>FINANCIAL MATTERS</b> on 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.		
Secti	<b>FINANCIAL MATTERS</b> on 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.		
Secti	on 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.		
Secti			
Secti			
	on 9.2. Adoption of Annual Budget. The annual budget of Metro-INET must be		
	e following manner:		
(a)	prior to May 1 the Board will supply each member with a proposed preliminary		
	budget for the coming fiscal year;		
(b)	prior to the meeting of the Board in July the Board will supply each Member with		
	a proposed budget adjusted for withdrawal notifications received pursuant to		
	Article XI;		
(c)	the annual budget for the coming fiscal year shall be adopted at the July Board		
	meeting.		
	-		
Prom	ptly after adoption of the budget, the Board must mail copies of the budget to the		
chief administrative officer of each Member. Upon adoption of the budget each Member is			
obligated to Metro-INET for the budgeted revenues and cost sharing charges fixed by the Board			
for the ensuing fiscal year in accordance with this Article.			
	on 9.3. Cost Sharing Charges. The Board shall have authority to fix cost sharing		
	Il Members in an amount sufficient to provide the funds required by the budgets of		
the organization. The Board shall notify the chief administrative officer of each Member of the			
	such charges, on or before May 1 of each year. The Board shall prepare, and may		
amend, a document setting forth the cost sharing charges and policies for Members and rates for			
services provided to non-members. Such document(s) and policies shall be made available to			
Members for	review and comment upon request.		
	on 9.4. Invoices to Members. Invoices for all charges shall be sent to the Members		
	Agent and shall be due when rendered. Any Member whose charges have not been		
-	forty-five (45) days after the date of the invoice may be declared in default by the		
	cutive committee and shall not be entitled to further voting privileges nor to have its		
	any office nor to use any Metro-INET facilities or programs until such time as the		
	ed and Metro-INET has been paid in full. Additionally, in the event that such charges		
	n paid within forty-five (45) days of the date of the invoice, and such default remains		
uncured affei	a reasonable time following notice to cure, the membership of such Member may be		
	chief admini obligated to for the ensuit Section charges for a the organizat amounts of section services prove Members for Section by the Fiscal paid within the Board or exect Director hold default is curr have not been		

terminated by a majority vote of the Board. In the event of a dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice with respect to the Member's right to dispute the amount of the charge and to pursue any legal remedies available to it.

545 Section 9.5. Classification of Cost Sharing Charges. The charges to the Members of 546 Metro-INET shall be divided, for cost sharing purposes, into three different classes, as further 547 described in Exhibit A to this JPA and incorporated herein:

- Core Services ("Class 1 Charges"). Class 1 Charges shall cover all of Metro-548 (a) INET's general administrative and operational expenses for core services in having 549 a member participate as a domain member of Metro-INET. Core services are 550 generally defined as services provided by Metro-INET that provides IT support to 551 the Member and its employees to conduct the Member's business. These core 552 services may change over time upon Board approval based on different needs of 553 Members. Changes in the delivery of Class 1 Charges shall be paid by each Member 554 as fixed monthly, quarterly or annual membership dues, as determined by the 555 Board. The amount of Class 1 Charges required to be paid by each Member shall 556 be determined annually by the executive committee, upon approval by the Board. 557 Class 1 Charges shall be prorated to new Members and not retroactively applied to 558 them. 559
- Supplemental Services ("Class 2 Charges"). Class 2 Charges shall cover the costs (b) 560 of design and development of computer programs and systems and other capital 561 costs for services requested by the Member. Supplemental services are generally 562 defined as services provided by Metro-INET at the request of the Member to meet 563 its specific needs. These supplemental services may change over time upon Board 564 approval based on different needs of Members and changes in the delivery of such 565 services. Class 2 Charges shall be paid by each Member as fixed monthly, quarterly 566 or annual membership dues, as determined by the Board. The amount of Class 2 567 Charges required to be paid by each Member shall be determined annually by the 568 executive committee, upon approval by the Board. Class 2 Charges shall not be 569 retroactively applied to new Members. 570
- (c) Necessary Additional Charges ("Class 3 Charges"). Class 3 Charges shall cover 571 the costs of system operation and maintenance in serving non-members, on an "as 572 requested" basis as determined by the Board when it deems such charges necessary. 573 The amount of such charges that are applicable to each non-member shall be 574 determined by the Board. The amount of the charges shall cover all costs incurred 575 by Metro-INET in providing these services to the non-member. The Board shall 576 have authority to negotiate and enter into contracts with non-members receiving 577 Class 3 Charges. 578

579 Section 9.6. Special Financial Assistance from Members. It is anticipated that certain 580 Members may be in a position to extend special financial assistance to Metro-INET in the form of 581 grants, or other in-kind payments including use of facilities or other infrastructure deemed 582 beneficial to Metro-INET. The Board shall credit any such in-kind payment against any charges

544

583 which the granting Member would otherwise have to pay. The Board may also enter into an 584 agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards 585 charges which have been made or in the future may be made against one or more specified 586 Members.

587

588 Section 9.7. Expenditures. Board funds may be expended by the Board in accordance 589 with procedures established by law for the expenditure of funds by cities. Orders, checks, drafts 590 and other legal instruments shall be signed by the chair or vice-chair and countersigned by the 591 secretary or such other person as shall be designated by the Board.

592 593

594 595 596

597 598 **Section 9.8. Contracts.** Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota cities.

#### ARTICLE X WITHDRAWAL

599 Section 10.1. Notice of Withdrawal. Any Member may at any time prior to June 1 of a given year, give written notice of withdrawal from Metro-INET. Written notice of withdrawal 600 submitted prior to June 1 shall be a timely withdrawal and the Member shall not be responsible for 601 its share of the next year's budget not already made the obligation of the Member by a prior, multi-602 year budget commitment approved by the Board. The withdrawing Member's financial obligation 603 prior to withdrawal upon timely notice will be based on the Class 1, 2 and 3 Charges outstanding 604 for the remainder of the calendar year and additional years for which the Board committed Metro-605 INET to such financial obligation while the Member was with Metro-INET as a Member. In such 606 case the Member shall be responsible for the net present value of its a pro rata share of such 607 commitment. Written notice of withdrawal after June 1, shall be untimely for purposes of 608 withdrawal prior to the next calendar year but shall serve as notice for withdrawal effective the 609 year following. A Member's nonpayment of charges as set forth herein or its failure to comply 610 with Metro-INET operational security requirements or other policy prescribed by the Board, 611 without cure after written notice and a reasonable time to cure, shall constitute the Member's notice 612 of withdrawal from Metro-INET as determined by the Board pursuant to Section 4.8 at a regular 613 or special meeting. All Member withdrawals shall take effect at the end of the applicable fiscal 614 year, unless otherwise provided by the Board. 615

616

617 Section 10.2. Claim to Assets upon Withdrawal. A Member's withdrawal from Metro-618 INET at a time when such withdrawal does not result in dissolution of the organization shall forfeit 619 the Member's claim to any assets of the organization except that it shall have access to any 620 software developed for its use while it was a Member in accordance with and subject to the 621 provisions of Article XIII, Section 13.5(b).

622

623 Section 10.3. Financial Obligations upon Withdrawal. Upon withdrawal the Member 624 shall continue to be responsible (1) for all of its prorated share of any unpaid Class 2 Charges; (2) 625 for its share of Class 1 Charges to the effective date of withdrawal; (3) for its share of any Class 3 626 Charges to the effective date of withdrawal; and (4) for any contractual obligations it has separately 627 incurred with Metro-INET.

628

Section 10.4. Financial Obligations prior to Withdrawal. A Member who has not given 629 630 notice of withdrawal on or before June 1 of a given year is obligated for the budgeted revenues and the cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with 631 632 Article IX. 633 **ARTICLE XI** 634 ASSOCIATES 635 636 Section 11.1. Associates. It is understood that certain LGUs may desire to enter into a 637 contractual arrangement with Metro-INET for limited IT Services. Such LGUs may affiliate with 638 Metro-INET as "Associates." 639 640 Section 11.2. Admission of Associates. An LGU desiring to become an Associate may do 641 so in the same manner as is applicable to becoming a Member, except as otherwise provided in 642 this Article. 643 644 645 Section 11.3. Confirmation of Associate Status. At the time of joining Metro-INET as an Associate, the LGU shall indicate in writing that it is not joining as a Member but as an 646 Associate. 647 648 Section 11.4. Appointment of Director and Alternate Director. An Associate may 649 appoint a Director and an Alternate Director to the Board but such Director (or Alternate) shall be 650 without voting power, shall not be eligible to serve as an officer and shall not be counted for 651 quorum purposes. 652 653 Section 11.5. Charges. The Board shall establish the charges to be paid by Associates and 654 for that purpose it may classify Associates in accordance with their varying circumstances. 655 656 Section 11.6. Application to Become a Member. An Associate may apply for 657 membership status and become a Member upon the requisite vote as required in Article III, Section 658 3.5. 659 660 661 Section 11.7. Notice of Withdrawal as Associate. An Associate may discontinue its association with Metro-INET at any time by giving written notice of withdrawal to the secretary. 662 Withdrawal shall not relieve such withdrawing Associate from its obligation to pay any charges 663 which the Associate has incurred up to the time of withdrawal. 664 665 **ARTICLE XII** 666 667 DISSOLUTION 668 Section 12.1. Dissolution. Metro-INET shall be dissolved whenever: (1) the total number 669 of remaining Members is less than five; or (2) by two-thirds of the votes represented by all 670 Members of the Board. 671 672

673 674 675 676	Section 12.2. Effectuation of Dissolution. In the event of dissolution, the Board shall determine the measures necessary to effectuate the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this JPA.				
677	Section 12.3. Distribution of Assets and Payment of Outstanding Obligations. Upon				
678	dissolution, the remaining assets of Metro-INET and payment of all of its outstanding obligations,				
679	the remaining assets of Metro-INET shall be distributed among the then existing Members in				
680	proportion to their contributions, as determined by the Board.				
681	proportion to their contributions, as determined by the Board.				
682	Section 12.4. Allocation of Deficit. If, upon dissolution, there is an organizational deficit,				
683	such deficit shall be charged to and paid by the Members on a pro rata basis, based upon the Class				
684	1 and 2 Charges incurred by such Members during the two years preceding the event which gave				
685	rise to the dissolution.				
686	lise to the dissolution.				
687	Section 12.5. Distribution of Computer Software. In the event of dissolution the				
688	following provisions shall govern the distribution of computer software owned by or licensed to				
689	Metro-INET:				
690					
691	(a) All such software shall be an asset of Metro-INET.				
692	(a) All such software shall be an asset of Metro-INET.				
693	(b) A Member or former Member may use (but may not authorize reuse by others) any				
694	software developed during its membership upon (1) paying any unpaid sums due				
695	Metro-INET; (2) paying the costs of taking such software; and (3) complying with				
696	reasonable rules and regulations of the Board relating to the taking and use of such				
697					
698	software. Such rules and regulations may include a reasonable time within which such software must be taken by any Member or former Member desiring to do so.				
699	such software must be taken by any wember of former wember desiring to do so.				
700	ARTICLE XIII				
701	INDEMNIFICATION				
702					
703	Section 13.1. Cooperative Activity of Single Governmental Unit. Metro-INET shall be				
704	considered a separate and distinct public entity to which the Members have transferred all				
705	responsibility and control for actions taken pursuant to this JPA. To the fullest extent permitted by				
706	law, actions by the Members pursuant to this JPA are intended to be and shall be construed as a				
707	"cooperative activity" and it is the intent of the Members that they shall be deemed a "single				
708	governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59,				
709	subdivision 1a (a); provided further that for purposes of that statute, each Member expressly				
710	declines responsibility for the acts or omissions of the other party. The Members are not liable for				
711	the acts or omissions of the other Members except to the extent to which they have agreed in				
712	writing to be responsible.				
713	Section 13.2. Indemnification. Metro-INET shall defend, indemnify and hold harmless				
714	the Members against all claims, losses, liabilities, suits, judgments, costs and expenses arising out				

713 Section 13.2. Indemnification. Metro-INET shall defend, indemnify and hold harmless 714 the Members against all claims, losses, liabilities, suits, judgments, costs and expenses arising out 715 of action or inaction of the Board, its Directors or Alternates, the Fiscal Agent, the executive 716 director and other employees or agents of Metro-INET pursuant to this JPA. Metro-INET shall 717 defend and indemnify the employees of any Member acting pursuant to the JPA except for any act 718 or omission for which the Member's employee is guilty of malfeasance, willful neglect of duty or bad faith. A Member shall defend, indemnity and hold harmless Metro-INET against all claims,
losses, liabilities, suits, judgments, costs, and expenses arising out of action or inaction of the
Member regarding the Member's Data. This JPA to defend and indemnify does not constitute a
waiver by Metro-INET or any Member of the limitations on liability provided by Minnesota
Statutes, Chapter 466.

**ARTICLE XIV** 

AMENDMENT
 Section 14.1. Amendment of JPA. This JPA sets forth all understandings of the Members.
 All prior agreements, understandings, representations whether consistent or inconsistent, verbal or
 written, concerning this JPA, are merged into and superseded by this written JPA. No modification
 or amendment to the JPA shall be binding unless all Members agree in writing to the proposed
 change or amendment.

# 733 MISCELLANEOUS 734 735 Section 15.1. Data Practices. The Members agree to comply with the Minnesota 736 Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, 737 collected, received, stored, used, maintained or disseminated by Metro-INET. If a Member 738 receives a request to release the data referred to in this section, it must immediately notify the receive director. The executive director will give the Member who has received the data request receives concerning the release of the data to the requester before the data is released.

Section 15.2. Audit. The books, records and documents relevant to this JPA are subject to
 audit by the Members and the State of Minnesota at reasonable times upon written notice.

743 Section 15.3. Counterparts. This JPA may be executed simultaneously in two or more 744 counterparts, each of which will be deemed an original, but all of which together will constitute 745 one and the same instrument.

746 Section 15.4. Headings. The subject headings of the sections and subsections of the JPA 747 are included for purposes of convenience only, and shall not affect the construction of 748 interpretation of any of its provisions.

749 Section 15.5. Severability. In case any one or more of the provisions of this JPA shall be 750 invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the 751 remaining provisions contained in this JPA will not in any way be affected or impaired thereby.

752 Section 15.6. Applicable Law. This JPA shall be governed by and construed in accordance 753 with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this 754 JPA shall be heard in Minnesota state district or courts with the venue being in Ramsey County, 755 and the Members waive any objection to the jurisdiction of these courts, whether based on 756 convenience or otherwise.

724

757	ARTICLE XVI
758	DURATION
759	
760	Section 16.1. Term. This JPA shall continue in effect indefinitely until terminated in
761	accordance with its terms.
762	

763 764 765	<b>IN WITNESS WHEREOF,</b> the undersigned local governmental unit has caused this JPA to be signed and delivered on its behalf.
766	
767	
768	
769	
770	(Name of LGU)
771	
772	By:
773	
774	Its:
775	
776	
777	By:
778	
779	Its:
780	
781	Dated:, 20

#### Resolution 12-2020

#### of the Vadnais Lake Area Water Management Organization (VLAWMO) to enter into the Joint Powers Agreement with the North East Metropolitan Area Municipal Internetworking Collaborative (Metro-INET)

Resolution 12-2020 was moved by Director \_\_\_\_\_ and seconded by Director

Whereas, the VLAWMO currently contracts IT services through the existing Metro-INET, and

**Whereas,** the Metro-INET is seeking to form a Joint Powers Agreement (JPA) "to provide for an organization that the participating Members may jointly and cooperatively provide for the development and operation of IT Services for the use and benefit of the Members, and others. To the extent permitted by law, the Members will support the establishment of the IT Services and seek to expand the number of participating agencies either as Members or as non-Member LGUs receiving services from Metro-INET", and

**Whereas**, VLAWMO is a party to the proposed JPA as a local government unit of the State of Minnesota, and is authorized to enter into this JPA, and

Whereas, this JPA is made and entered into pursuant to Minnesota Statutes, Section 471.59, and

**Whereas**, VLAWMO will appoint a representative Director and Alternate to represent VLAWMO within the Metro-INET Board of Directors, and shall be a voting member of the JPA, and

Whereas, this JPA shall become effective on January 1, 2021, and

**Therefore, be it resolved:** The VLAWMO Board of Directors enters VLAWMO into the Metro-INET JPA as a participating member.

The question was on the adoption of the resolution and there were \_\_\_\_yeas and \_\_\_\_nays as follows:

	Yea	Nay	Absent	
Dan Jones				
Ed Prudhon				
Rob Rafferty				
Marty Long				
Patricia Youker				
Jim Lindner				
			Board (	Chair Date
			Attest I	Date

# 2020/2021 Education & Outreach Update

Nick Voss Education & Outreach Coordinator 12/09/2020



# 2020/2021 Education & Outreach Update

### **Outline:**

- 2020 Summary and survey results See attachment 1 for details
- 2021: New structures and priorities See attachment 2 for details

View complete plan documents at: www.vlawmo.org/about/why-water-matters





# 2020 Summary

- 3 Community Blue Programs: One Pre-COVID-19
- 6 Public events: Adapted for social distancing
- 2 Information webinars: VLAWMO Capital Improvement Projects
- 372 volunteer hours
- 1,200 volunteer hours including BOD and TEC investment
- 9 Pre-COVID-19 or COVID-19 adapted workshops
- 223 workshop/webinar participants
- 1 MS4/City event: Pre-COVID-19

See full 2020 Education/Outreach Report for more details: www.vlawmo.org/about/why-water-matters

Vadnais Lake Area Water Management Organization



1



# **2020 Summary: Goal Review**

### Goals outlined and presented at December, 2019 Board meeting

- 5 out of 9 goals accomplished
- 4 goals partially completed or stalled due to COVID-19

### Measurable objective highlights:

- 65% growth in Adopt-a-Drain participation. 45 new adoptions in 2020.
- 4 of 7 public raingardens maintained by volunteers under Adopt-a-Raingarden
- 372 volunteer hours, 1,200 including TEC and BOD hours
- 11,000 website visits in 2020
- 1 workshop/webinar participants continued into cost-share program

Vadnais Lake Area Water Management Organization



# **2020 Summary: Goal Review**



Vadnais Lake Area Water Management Organization



Δ

# 2020 Survey Results N=29



### **Top Results: Awareness**

- Adopt-a-Drain
- Cost-share programs
- Project construction
- Swans/lead poisoning
- Neighborhood spotlight articles

Vadnais Lake Area Water Management Organization



### **Top Results: Importance**

- Cost-share programs
- Project construction
- Project updates
- Swans/lead poisoning
- Adopt-a-Drain, wetland and neighborhood spotlight articles



### 2020 Survey Results N=29



Which of these is most important to you?



Vadnais Lake Area Water Management Organization



### 2020 Survey Results N=29



What is your impression of VLAWMO's 2020 outreach?

Vadnais Lake Area Water Management Organization


# **2020 Summary: Goal Review**

# **Additional takeaways:**

- Value of hardcopy mailings
- 3 of 5 "most important topics" from public survey match VLAWMO and BOD emphasis
- COVID-era increase in website use, inform new website development
- Cost-share/Education measurement difficulty:
  - Workshop attendees lean DIY
  - Grant applicants largely not from workshops, but general outreach
  - Workshop attendees increasing in volunteer, citizen science engagements





# **Partnership Programs**





# **Adopt-a-Raingarden:**

Schools, congregations, public







Aquatic Invasive Species (AIS) Monitoring: Ramsey County



# 2021: New Structures Attachment 2

# **Capital Improvement Campaigns:**

 Tie E/O efforts more closely to VLAWMO core programs 2021: Lambert Lake Pond/Ditch 14 education, East Goose Lake

# **MS4** Partnerships:

- Develop and assist member Cities/Township in requirements from the MN Pollution Control Agency (MPCA)
- Topics such as illicit discharge, smart salting, pet waste, best management practice (BMP) maintenance and installation
- Increased support in member community Joint Powers Agreements (JPA) Following the new (Nov, 2020) MS4 General Permit



# **2021 Goals**

Attachment 2

# Desired Results: Shortened

- 1. Complete annual Capital Improvement Campaigns.
- 2. MS4 partners are using VLAWMO MS4 resources and are striving to improve their MS4 permits
- 3. Active, relevant outreach that fosters participation with VLAWMO's cost-share and volunteer programs
- 4. ...Citizenry that grapples with the complexity of water resources, advocates for solutions that promote long-term stewardship of water resources.
- 5. volunteers educating and being educated by their peers
- 6. ...citizens demonstrating watershed protection behaviors.





# **2021 Goals**

Attachment 2

# **Goal Summary:**

• 8 goals, 24 measurable objectives.

Referenced to 10-year VLAWMO Comprehensive Plan

- Completion of objectives assumes progress towards desired results
- Strive for desired results over the course of 10-year VLAWMO Comprehensive Plan





# **2021 Goals**

# **Prioritized strategy levels:**

• High, intermediate, and low levels to structure staff time and workload

High priority strategies	Intermediate priority strategies	Low Strategies
High priority strategies that receive primary focus in content creation, planning, and implementation.	A segue between long and short term results, requiring intentional planning yet produces tangible results.	Quickly accessible, short-term oriented, and self- perpetuating resources. Participation shifts to public participation and volunteers as the active agents.
Goals: Capital Improvement Campaigns, Goal 1	Goals: 2, 3, 4, 5	

Goals: 6, 7, 8

## **2.1 Desired Results, Measurable Outcomes**

How is the Education and Outreach Plan Measured?

The following goals and objectives function as the fulfillment of the VLAWMO Water Plan Priority Issue #3: Need for education and outreach. The desired results portray VLAWMO's vision of what that education and outreach will ideally look like as long-term results. Some objectives are especially relevant to this or other priority issues, these are included in parenthesis after the objectives, phrased as "(PI #-#-#)".

# **Desired Results:** *"Through the EOP, VLAWMO desires to..."* Listed according to priority.

- 1. To complete annual Capital Improvement Campaigns; specific education efforts related to VLAWMO projects including outreach, communication, and stakeholder engagement.
- 2. To confirm that MS4 partners are using VLAWMO MS4 resources and are striving to improve their MS4 permits and SWPPP reports according to the full scope of the current MS4 permit.
- 3. To maintain active, relevant outreach that fosters participation with VLAWMO's costshare and volunteer programs, in addition to member community partnerships.
- 4. Witness a citizenry that grapples with the complexity of water resources, culture, and climate change, and advocates for solutions that promote long-term stewardship of resources.
- 5. To observe resident volunteers educating and being educated by their peers, utilizing knowledge and skills related to stormwater, watersheds, and water quality.
- 6. To observe citizens demonstrating watershed protection behaviors.



# **2.1 High Priority Strategies**

# **Capital Improvement Project Campaigns: 2021**

## **Goose Lake Adaptive Lake Management**

**Goal:** Compliment the Goose Lake Adaptive Management project with accurate documentation, stakeholder engagement, and relevant supplementary education.

- Facilitate staff planning for presentations: Set agendas, schedule meetings and consultations, ensure meeting outcomes are delivered, follow-up as needed.
- Design and launch a stakeholder survey that integrates with Adaptive Lake Management efforts and relates to all stakeholder representations.
- Coordinate a minimum of two introductory stakeholder meetings: PowerPoints, agendas, communications, follow-up for outcomes.
- Design and implement integrative education and outreach content with COVID-era adaptations.

**Desired result:** #1 **Priority issue:** #1, 5, 6 **Target audience:** Public: At large, workshops, events, businesses, homeowners/lake association

# Lambert Lake Pond and Meander / Ditch Education

**Goal:** Compliment the Lambert Lake Pond and Meander project with documentation and relevant education on ditch history, wetlands, and stream and floodplain function.

• Provide monthly updates with photos and links on project web page:

vlawmo.org/lambertlakepondandmeander

- Maintain ditch management communications informed by local policies, studies, and ditch and drainage education.
- Complete a complimentary outreach series utilizing construction footage, drone footage, and background information on ponds, ditches in context of ecosystem health, and creek meanders. Utilize newspaper, website, and social media (using #LambertCreekVH).
- Distribute hardcopy mailings (letters, postcards) containing construction and upcoming webinar updates to residents. Mailing list of 267 properties, mailing occurrence dependent on project status and progress.
- Facilitate questions and address concerns between staff, the public, and City officials. Coordinate communications informed by feedback, maintain a Frequently Asked Questions section on the Lambert Pond and Meander project webpage.

**Desired outcome:** #1 **Priority issue in focus:** #1, 5 **Target audience:** Public: At large, homeowners assc.



## 2.1 High Priority Strategies Professional Support: MS4 permit support

#### Goals

- 1. VLAWMO will support partner Cities and Townships in making progress in their MS4's.
  - A. VLAWMO will conduct a 2021 needs assessment with each MS4 community based on 2020 MS4 permit and SWPPP evaluation: https://www.pca.state.mn.us/sites/default/files/wq-strm4-49a.pdf
    - Emphasis on Minimum Control Measures 1, 2, 3, and 6.
    - Minimum Control Measures 4 and 5 assessed separately and collaborated on according to need and VLAWMO resource availability.
  - B. Each MS4 in VLAWMO will utilize VLAWMO for assistance under **Minimum Control Measure #1** (Education and Outreach):
    - Partner Cities and Townships retain compliance based on part 16 in the 2020 MS4 General Permit: https://www.pca.state.mn.us/sites/default/files/wq-strm4-94a.pdf
    - VLAWMO creates and pulls from existing resources to provide theme-specific and municipality-specific content to support MCM #1.
  - C. Each MS4 in VLAWMO will utilize VLAWMO for assistance under **Minimum Control Measure #2** (Public Participation/Involvement):
    - Partner Cities and Townships retain compliance based on part 17 in the 2020 MS4 General Permit: https://www.pca.state.mn.us/sites/default/files/wq-strm4-94a.pdf
    - Becoming a member of Adopt-a-Drain and working with VLAWMO in program promotion and implementation.
    - Promote or host storm drain clean-up events and/or trash pick-up events.
    - Collaborate with VLAWMO in hosting and promoting an annual raingarden, native plant, groundcover, shoreline restoration, or BlueThumb-sponsored workshop.
  - D. Each MS4 in VLAWMO will utilize VLAWMO for assistance under Minimum Control Measure #3 Illicit Discharge Detection and Elimination (IDDE):
    - Partner Cities and Townships retain compliance based on part 18 in the 2020 MS4 General Permit: https://www.pca.state.mn.us/sites/default/files/wq-strm4-94a.pdf
  - E. Each MS4 in VLAWMO will utilize VLAWMO for assistance under Minimum Control Measure #6

#### **Good Housekeeping**

- Partner Cities and Townships retain compliance based on part 21 in the 2020 MS4 General Permit: https://www.pca.state.mn.us/sites/default/files/wq-strm4-94a.pdf
- F. VLAWMO will produce an MS4 report containing the year's programming and outreach summary to City and Township councils in December, 2021.

#### Desired Result #4 Primary priority issue in focus: #3

#### Target audience(s): MS4 partners



#### **2.2 Intermediate Priority Strategies**

# **Informal Education and Interpretation**

#### Goals

- 2. Community members utilize watershed knowledge to act on watershed issues, with help from VLAWMO's tools and resources.
  - A. VLAWMO will offer and collaborate on at least three native plant, raingarden, and/or yard-care workshops annually.
  - B. VLAWMO will create and distribute cost-share promotional material to all VLAWMO municipalities and host a cost-share open-house annually.
  - C. VLAWMO will develop and maintain communications on ditch history, ditch maintenance, and residential options for supporting drainage and wetland health (part D).
  - D. VLAWMO will continually promote and evaluate the use of watershed stewardship activities through social media, website content, email blasts, and surveys (PI 3-3-1). To guide and organize VLAWMO's messaging, watershed stewardship messages include:
    - Water-friendly yard care strategies (keeping lawn at 3" height, keeping grass clippings on the lawn, etc.) A full list of strategies is found at vlawmo.org/residents/water-stewardship/
    - Adopting a stormdrain (Adopt-a-Drain.org)
    - Adopting a raingarden (vlawmo.org/get-involved)
    - Properly disposing yard waste and hazardous waste
    - Planting a raingarden, bioswale, native plant buffer, or installing other stormwater retention features
    - Redirecting downspouts away from pavement
    - Practicing salt and de-icer best practices

Desired outcome: #1, 2, 5 Priority issue in focus: #1, 2, 3 Target audience: Public: at large, workshops

# 2.2

#### **2.2 Intermediate Priority Strategies**

## **Informal Education and Interpretation**

- 3. Community members are educated on VLAWMO issues and projects.
  - A. VLAWMO will attend and present relevant water information and project updates at annual community events as opportunities arise. Examples include MarketFest in White Bear Lake and "Hot Dog with a Deputy" in Vadnais Heights (PI 3-2-2).
  - B. VLAWMO will utilize community partnerships to promote VLAWMO events and capital improvement projects (PI 3-2-1). VLAWMO will also produce specific, separate communications plans corresponding with specific partnerships, capital improvement projects, and MPCA 319 projects being conducted within the defined year of this edition of the Education and Outreach Plan. See Capital Improvement Project Campaigns.
  - C. VLAWMO will utilize the VLAWMO.org blog, VLAWMO YouTube channel, E-newsletter, and social media a minimum of once each week to promote awareness and build community rapport. Topics will include lake and stream monitoring, fieldwork updates, VLAWMO publications, local ecology, tips on water-friendly behaviors such as yard care practices, and current news relating to water resources and lake SLMP's (PI 3-2-2).

Desired outcome: #2, 6 Priority issue in focus: #1, 3 Target audience: Public: at large, associations, citizen groups, stakeholders

- 4. Coordinate an active volunteer base that learns and leads.
  - A. VLAWMO will creatively recruit volunteers through relationship building, and nurture its existing volunteer base. Volunteer programs include participation in the Minnesota Water Stewards program and facilitating VLAWMO-designed volunteer positions (PI 3-3-1).
  - **B.** VLAWMO plans out annual projects for the Watershed Action Volunteers (WAV) and Citizen Advisory Committee (CAC) with volunteer input (PI 3-3-1). Possible activities for 2021 include:

Neighborhood BMP tour, Leaf Pack Macroinvertebrate monitoring at four sites on Lambert Creek, Frog and Toad Monitoring, Shoreline restoration open house, native plant swap, raingarden maintenance, "adopt-a-raingarden" maintenance on public raingardens and bio-swales, community stormdrain clean-ups, adopt-a-drain promotion (door hangers, etc.)

- C. Trained volunteers will help monitor the status of Aquatic Invasive Species (AIS) in the watershed. VLAWMO will partner with the Ramsey County Soil and Water Conservation Division to host volunteer trainings.
- D. VLAWMO will maintain a relationship with the University of Minnesota service learning, and will host students for outdoor fieldwork such as buckthorn removal and camera trap setting.

**Desired outcome: #3 Priority issue in focus: #1**, 3 **Target audience:** Volunteers

### **2.2 Intermediate Priority Strategies**

## **Informal Education and Interpretation**

- 5. Watershed communications are accountable and active in the community.
  - A. Notes and minutes from VLAWMO meetings will be posted on the website for stakeholders and the public. (PI 3-2-1, 3-2-3).
  - B. Each municipality will be reached annually through newsletters, email blasts, or website updates with relevant MS4, watershed stewardship, cost-share, or Capital Improvement Campaign content.
  - C. Due to its remote location, small area, and being in Anoka County, the Lino Lakes portion of the VLAWMO watershed will receive one hardcopy mailing annually.
  - D. VLAWMO will produce and submit at least 10 newspaper articles annually.
  - E. VLAWMO will participate in local groups such as VHDEC Partners for Good to maintain connections with local businesses and nonprofits.
  - F. VLAWMO continues memberships with Metro Watershed Partners and Blue Thumb to provide education content and peer-to-peer consultation with other watershed organizations in order to enhance programs and services to the VLAWMO public.

Desired outcome: #1	Priority issue: #1, 5, 6	Target audience: Public: At large
---------------------	--------------------------	-----------------------------------

## **2.3 Low Priority Strategies**

## **Formal Education: Schools**

- 6. Schools have established and maintained stormwater BMP's integrated with watershed education efforts.
  - A. VLAWMO will provide at least one BMP maintenance event annually within the WMO, either during school hours or during after hours care. (PI 3-2-2)
  - B. Visit or provide supportive water resource content to each school at least once/year for water-focused lesson and activity. Repeatable and accessible education activities are listed at vlawmo.org/students (PI 3-3-2).

Desired Result: #2, 5

Priority issue in focus: #3

Target audience: Schools, Public: families

## **2.3 Low Priority Strategies**

## **Informal Education and Interpretation**

- 7. An appreciation of natural resources is established in the community, fostering ecological awareness, participation, and a sense of place.
  - A. Continued use of remote cameras to photograph local wildlife and use photos for educational messaging, capital improvement project support, schools, newspapers, blogs, and presentations.
  - B. VLAWMO staff will develop story maps focused on wetland wildlife, frog and toad populations, and VLAWMO projects.
  - C. VLAWMO will produce Neighborhood Spotlight articles (successful cost-share raingardens, stewardship practices, and other best management practices) and Faces of Wetlands articles (featuring ecological knowledge on wetland wildlife while relating it to human activities).
  - D. VLAWMO will organize citizen science initiatives for community members to participate in. These include but aren't limited to LeafPack macroinvertebrate monitoring, pollinator monitoring, or picture posts (phenology). Resulting data will be interpreted in terms of watershed health (PI 3-3-1).

**Desired outcome: #1. 2. 3 Priority issue in focus: #1**, 5, 6 **Target audience:** Public: at large, events

# **Professional Support: BOD, TEC, WAV**

- 8. Key personnel (BOD, TEC, CAC) have continued to advance their knowledge of water and related natural resources.
  - A. VLAWMO will provide one enrichment opportunity annually in the form of a supplementary presentation titled "Water Matters". Presentations will invite guest speakers on watershed related topics from the greater Twin Cities metro. Each presentation will be recorded and posted on the VLAWMO website, and the public invited.
  - B. VLAWMO staff will forward relevant news, events, and research to TEC and BOD members for supplementary learning when available.

# **EDUCATION & OUTREACH GOALS** 2.4 Desired Results, Measurable Outcomes



# **Measurable Outcomes:** Measured program participation that indicates incremental accomplishment of goals. Objectives attributed to each goal are evaluated through this pool of 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.
- 2. Grow email subscriptions and social media following by 75 people annually.
- 3. Achieve 300 social media engagements annually.
- 4. Achieve 10,000 website visits annually.
- 5. 50 new social media followers annually.
- 6. 500 VLAWMO received and opened email newsletters annually.
- 7. 20 end-of-year annual survey results or Facebook engagements reporting independent watershed stewardship (goal 2c).
- 8. Successfully published articles in various newspapers, newsletters, and custom mailings. A minimum of four times annually.
- 9. Reach 4 classrooms (90-100 students) annually through school programs or use of VLAWMO web resources.
- 10. 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.
- 11. Monthly phenology posts made at each picture post, at least one new participant engaging in program annually.
- 12. A minimum of 50 watershed residents attending VLAWMO workshops, open houses, tours, and Blue Thumb workshops annually.
- 13. A minimum of 5 VLAWMO event participants from the past two years will participate in a VLAWMO cost-share or soil health grant.
- 14. A minimum of 5 VLAWMO cost-share participants from the past two years will also participate in education and outreach through a spotlight article or volunteering with VLAWMO.
- 15. A minimum of 2 Lawns to Legumes applications in the VLAWMO watershed annually.
- 16. At least 5 public raingardens are adopted and annually maintained by volunteers under Adopt-a-Raingarden.
- 17. Achieve over 500 reported volunteer hours through volunteer opportunities such as leading a short-term service projects, citizen science, specific or custom volunteer roles, or utilizing a VLAWMO education display.
- 18. A minimum of five volunteers will act as educators to their local citizen peers annually.
- 19. A minimum of three volunteer efforts completed annually, at least 25 participants across all activities.
- 20. One or more trained AIS volunteers will report and monitor at least once on each lake in VLAWMO annually.
- 21.At least two schools each year will schedule and complete raingarden maintenance with or without VLAWMO assistance.
- 22.A minimum of one engagement annually with a resident in Lino Lakes portion of watershed.
- 23.TEC and BOD quorum met at each meeting.
- 24. If cost-share best management practices are successfully installed as a result of education and outreach efforts (workshops, events, etc.), VLAWMO will report these as supplementary measurable outcomes.

## **Barriers:** What challenges will be faced when pursuing the goals?

- Many watershed features in VLAWMO (lakes, wetlands) are difficult to access and are also generally out of sight to the public. This creates difficulty in building personal interaction and appreciation with local natural resources. Finding ways to foster local, place-based appreciation of water resources (lakes, wetlands, etc.) is an important strategy for inspiring behavior change and watershed stewardship (water friendly yard care, etc.).
- 2. Maintaining a variety of activities that appeal to a wide range of communities on a limited budget. With a wide range of age groups, political affiliations, and professions in the watershed, VLAWMO is unable to focus on one particular group.
- Competing for attention and focus from the public. To get educational messages across in newspapers, social media, or email, they must compete with many more news stories, email distributions, advertisements, and social functions. This inundation of information has the potential to turn community members off to watershed education and messages.
- 4. A trend of disassociation to place and water resources. Having many causes, priorities, and interests active in the watershed allows for many different focuses. A particular niche may or may not require attention to the local environment or water resources to function. This creates space for an assumption that water resources are irrelevant to some, and the responsibility of others. As a watershed organization, VLAWMO focuses on the interconnectivity of water resources, recognizing that everyone who lives or works in the watershed impacts water resources. A challenge VLAWMO faces is to assist in making this interconnectivity visible, relevant, and accessible to all interests and priorities.
- 5. Perceived complexity, intimidation, or conflict concerning water management. The notion of not being an expert may inhibit some from pursuing actions or policies that strive to improve water quality. Education focused on new behaviors regarding land use and watershed connectivity may also reveal differences in attitudes, norms, and priorities. Gridlock, conflict, or disengagement may occur when these differences require cultural, political, or social reflection within the discussion. Such reflection demands a degree of voluntary personal interest and a receptiveness to difference, which can vary. Potential reflective topics include land use and water use, climate change, private property ethics, or yard care routines.

# **Strategy Levels**

### Prioritizing the work load

Three strategy levels organize the goals and objectives into a balanced work load. Various strategy levels tend to utilize similar methods and tools,



#### Table 1: Strategy levels

## High priority strategies

High priority strategies that receive primary focus in content creation, planning, and implementation.

Goals: Capital Improvement Campaigns, Goal 1

Methods & Tools: Internal planning, stakeholder engagement, content development such as mailings, VLAWMO website, media, and presentations.

#### Intermediate priority strategies

A segue between long and short term results, requiring intentional planning yet produces tangible results.

#### Goals: 2, 3, 4, 5

Methods & Tools: Community Blue, annual watershed awards, cost-share promotion, Watershed Action Volunteers (WAV/CAC), Minnesota Water Stewards (MWS), branding, workshops/workshop partnerships, tours.

#### Low Strategies

Quickly accessible, short-term oriented, and selfperpetuating resources. Participation shifts to public participation and volunteers as the active agents.

#### Goals: 6, 7, 8

**Methods & Tools:** Short-term WAV events (stormdrain clean-up, invasive species control, Adopt-a-Drain, Adopt-a-Raingarden), school support, education supplies, citizen science and service, nature awareness.

## .

# **STRATEGY LEVELS**

Three strategy levels organize the goals and objectives into a balanced and self-perpetuating education program.

## **High strategies**

**Capital improvement campaigns:** Communications, branding, meetings, documentation, and planning. Creating and updating the Comprehensive Water Plan, articles, annual reports, water monitoring reports, Water Policy, or Education and Outreach Plan. **Stakeholder engagement:** Sharing resources and accruing knowledge through ongoing correspondence with stakeholders. Education, mailings, website maintenance, content/video creation, surveys, and webinars.

#### Intermediate strategies

**Community Blue:** A grant program focused on smallscale native plantings, community service initiatives, and citizen engagement. Emphasis on education, collaboration, innovation, and interactions between citizens and local water resources.

Watershed Action Volunteers (WAV): The recruitment and fostering of an active volunteer group. Formal volunteer positions are designed and filled annually, primarily driven by participation in the Minnesota Water Stewards program (MWS). Inclusion of Citizen Advisory Committee (CAC).

MINNESOTA WOTER STEWARDS

**Cost-share promotion:** The promotion of existing costshare programs.

**Tours:** Live, on-site watershed demonstrations and interpretation throughout the watershed.

Annual Watershed Awards: Peer-nominated acknowledgement of watershed leadership.

**Workshops:** Formal instruction and training on watershed topics such as raingardens, shoreline restoration, wetlands, or citizen science.

#### Low strategies

**Media:** Physical or digital (social media, website) messaging and promotion of VLAWMO.

**School planning and visits:** Planning and supporting schools in watershed education through raingarden assistance, online watershed resources, class visits.

**Events:** Booth set-up, educational event (videos, ice cream social, etc.) or open house that occurs in the watershed or targeting watershed constituents.

**Short-term volunteer:** Adopt-a-Drain, Adopt-a-Raingadren programs and promotion. More at adopt-a-drain.org

**Supplies:** Education materials and displays for rent allow the general public to be empowered to participate in watershed improvement and leadership.



**Nature awareness:** The public at large being aware of watershed natural resources. Remote cameras, original staff wildlife and wetlands articles, and phenology picture posts. Non-volunteer public interact with and learn from the content generated from these efforts, each effort contains opportunities and invitations on how to be more involved in supporting the watershed.

**Citizen science and service:** Volunteers, community groups, or school groups gathering ecological data in the watershed or conducting service projects. Service projects include trash pick-up or raingarden/BMP maintenance. The citizen science program includes LeafPack macroinvertebrate monitoring, Aquatic Invasive Species (AIS) monitoring, and phenology picture posts. Descriptions of these projects are available at: leafpacknetwork.org picturepost.unh.edu.



