

BOARD OF DIRECTORS MEETING AGENDA

7:00 PM

December 13, 2023

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

 = requested Board action

- I. **Call to Order**, Chair, Jim Lindner
- II. **Approval of Agenda**
- III. **Approval of October 25, 2023 Board Meeting Minutes**
- IV. **Visitors and Presentations**
 - A. Recognition of Director Dan Jones – Board and Staff
 - B. BWSR Presentation of 40 Anniversary Plaque – Anne Sawyer BWSR
 - C. 2023 VLA WMO Watershed Awards – Nick
 - D. 2023 Water Action Volunteer (WAV) Summary Presentation – Gina **9**
 - E. TEC Report and Financials for December - Terry **15**
 - F. Public Visitors – Non agenda items
- V. **Consent Agenda** 
 - A. Consider Columbia Park IESF Feasibility Study scope from HEI and agreement with City and County **25**
 - B. Consider 2024 Salary /Compensation analysis scope of work **32**
 - C. Consider VLA WMO employee policy for earned sick and safe time **36**
 - D. Consider 2024 Cost Share Policy Updates, Resolution 08-2020 Amendment, and 2024-25 RCSWCD Professional Services Agreement **39**
 - E. Consider Contracts/quotes for 2024- (5 total) **51**
 - F. Update on Spent Lime Demo Project **71**
 - G. Update on North Oaks News articles on Pleasant Lake aquatic vegetation **72**
 - H. Consider Update on 2023 Ed. & Outreach Plan Summary **76**
 - I. Update on Wilkinson Deep water wetland project **85**
 - J. Update on Sentence to Serve ditch maintenance work **88**
 - K. Update on MN DNR for the CLP funding **89**
- VI. **Business**
 - A. **Administration and Projects**
 1. Consider Alum feasibility study for Tamarack Lake and Wilkinson Lake and proposed scope of work for design and inspection services –Phil, Dawn and Greg – 15 mins.  **91**
 2. Consider VLA WMO Comprehensive Watershed Management Plan development scope of work and action to initiate planning process and stakeholder input - Phil /Dawn/Rachel Res.9-2023 15 mins  **105**
 3. Consider working 2024 budget fund balance carryover- Res.10- 2023 - Phil 15 mins.  **129**
- VII. **Discussion**
 - A. Reminder : 2024 Board and alternate appointments / TEC appointments and alternate
- VIII. **Administration Communication** – Year-end thank you!
- XI. **Adjourn:** Next regular meeting: February 28, 2024

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MINUTES OF THE BOARD OF DIRECTORS – OCTOBER 25, 2023 REGULAR BOARD MEETING

Attendance		Present	Absent
Jim Lindner, Chair	City of Gem Lake	x	
John Shuman	City of North Oaks	x	
Rob Rafferty	City of Lino Lakes	X	
Ed Prudhon	White Bear Township	x	
Dan Jones, Vice Chair	City of White Bear Lake	X	
Katherine Doll Kanne	City of Vadnais Heights	x	
Phil Belfiori	Administrator	x	
Brian Corcoran	Water Resources Mgr.	x	
Dawn Tanner	Program Development Coord.	x	
Nick Voss	Education & Outreach Coord.		X
Lauren Sampedro	Watershed Tech & Program Coord.	x	

*= with prior notice

Others in attendance:

I. Call to Order

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

II. Approval of Agenda 🐦

The agenda for the October 25, 2023 Board meeting was presented for approval.

A motion was made by Director Prudhon and seconded by Director Jones to approve the October Board meeting agenda. Vote: Shuman: aye, Doll Kanne: aye, Lindner: aye, Prudhon: aye, Rafferty: aye, Jones: aye. Motion passed.

III. Approval of Minutes 🐦

The minutes from the August 23, 2023 Board meeting were placed on the agenda for approval, as presented. No comments from the Directors.

A motion was made by Director Shuman and seconded by Director Doll Kanne to approve the August 23rd meeting minutes. Vote: Shuman: aye, Doll Kanne: aye, Lindner: aye, Prudhon: aye, Rafferty: abstain, Jones: aye. Motion passed.

IV. Visitors and Presentations

A. TEC Report to the Board and October Finance Report

Administrator Belfiori presented the October TEC report to the Board as included in the October Board packet. Highlights included ditch maintenance planned for November 17th with a Sentence to Serve crew to clear fallen trees, construction continuing on the Wilkinson bmp, and ongoing carp management including implanting active transmitters on carp. Website update is also underway and on the consent agenda. The working 2024 budget

and the Watershed Management Plan update process will be considered at the December 13th Board meeting.

Discussion: None

B. Public Visitors

None

V. Consent Agenda 

Chair Lindner asked if any Board members wished to speak on any of the consent agenda items, no requests were made from directors.

Consent items on the agenda and included in the October Board packet were as follows:

- A. Announcement of Annual Watershed Awards
- B. Consider Capital Assets Policy
- C. Consider Wilkinson Meander Feasibility Task Order
- D. Consider LL1 2023-06 Wiens Raingardens Phase 1
- E. Consider Rotary Park MOU for Partnership Funding with City of White Bear Lake
- F. Consider VLAWMO Audit Services
- G. Update on 2024 Health Care Benefits Renewal
- H. Update on Spent Lime Timing and City of WBL Project on Water Treatment Plant Closure
- I. Update on Decision by MDH on CLP Treatment on Pleasant Lake
- J. Website Update
- K. Lambert/Biochar 319 Official Notification of Grant Closeout
- L. Consider Buckthorn/Invasive Species Removal from North End of Wilkinson Project Area to Road to Support Optimal Project Function and Ongoing Maintenance Access

Discussion: None

A motion was made by Director Rafferty and seconded by Director Jones to approve the consent agenda. Vote: Shuman: aye, Doll Kanne: aye, Lindner: aye, Prudhon: aye, Rafferty: aye, Jones: aye. Motion passed.

VI. Business

A. Projects and Studies

1. Update on Project Construction and Consideration of Contractor Payment for Wilkinson Deep Water Wetland Project 

Tanner presented the first application for payment for the Wilkinson deep water wetland project. She discussed the project budget and explained that \$357,279 reflects an adjustment to the BMP construction category that is reduced to account for the additional engineering design funds that were needed and \$179,641 has been spent on construction to-date. A meeting to discuss a maintenance road for the project is planned for the following day, and the Board approved supporting ongoing maintenance access on the consent agenda. She added that if there are enough funds left in the budget, a plan to enhance the vegetation on-site will be brought forward next year.

Tanner summarized the construction progress and monitoring since construction began on September 6th. She shared pictures of the work and drone footage from the website. Houston Engineering staff have been working with Arnt Construction to complete final items, and Arnt Construction has been actively pumping the wetland area due to the heavy rain we've had.

Tanner recommended approval of the application for payment to Arnt Construction in the amount recommended by Houston Engineering of \$141,475.52.

Discussion:

Chair Lindner asked if the project is timely and commented that there was a lot of rain in September, but it seemed to go well. Tanner agreed and said construction would have been more difficult if there was rain earlier in the project. She said the project has gone smoothly and appreciates the project partners and Houston Engineering's oversight.

A motion was made by Director Jones and seconded by Director Shuman to approve and pay AFP #1 to Arnt Construction in the amount of \$141,475.52. Vote: Shuman: aye, Doll Kanne: aye, Lindner: aye, Prudhon: aye, Rafferty: abstain, Jones: aye. Motion passed.

2. Update Presentation on Ditch Study North of Amelia Lake-Partnership with City of Lino Lakes

Corcoran provided an update on the Amelia Lake ditch study in partnership with the City of Lino Lakes. He said WSB completed the study on behalf of the City and its purpose is to analyze existing drainage conditions and possible future drainage improvements to the ditch draining to the lake.

He stated the study is preliminary with several remaining steps before it can be finalized, including a discussion with the residents in the study area.

Corcoran provided a background of the ditch study area, which is a 255-acre drainage area with a private ditch. He described the area is currently agricultural with some residential areas, but will likely change in the future as development moves forward. He said this area has had issues with drainage and flooding in the past and the City is considering obtaining voluntary easements.

He highlighted the preliminary short-term and long-term concepts from the study, and added that the City may include a walking path and access trail along the ditch as part of a future long-term concept.

Corcoran discussed the next steps, which include scheduling a discussion with residents in the study area and making plan revisions based on feedback from the residents.

Discussion:

Director Rafferty said the study will be great to get in front of the residents in the area and that the residents will see a good plan that addresses their needs. He added the residents are concerned about the new development projects to the north of the ditch.

Chair Lindner asked for the difference between a private and public drainage ditch. Corcoran responded private ditches were created by private landowners when the land was used for farming and are not part of the public conveyance system under our responsibility.

Director Prudhon asked about what a plunge pool is, which is shown on the future long-term concept. Corcoran responded it is a basin that will trap the sediment before it enters Amelia Lake.

Director Doll Kanne asked if the voluntary easements would be temporary for the project or permanent for the future. Corcoran responded the City would like to discuss that with the residents first and determine that based on the discussion outcome. Director Rafferty added the residents haven't received information yet, but will likely have some concerns. He said it is in their best interest to work with the City so the maintenance will not be their responsibility. He stated it is a nice project.

B. Administrative

1. Consider Approval of 2024 Storm Sewer Utility Certification Lists - Resolution 08-2023

Administrator Belfiori presented the final step of the SSU process for 2024 of storm sewer utility certification. He provided the background of the certification process, which started with setting the budget and approving resolution 07-2023 at the August Board meeting. This resolution identified the storm sewer utility charges on page 76 of the packet, which includes a total anticipated income from the SSU of \$1,152,436.85 and a standard unit charge for residential units of \$64.56/unit.

Administrator Belfiori stated the charges are ready to be certified. He noted the parcel lists were provided to the Board as a separate attachment to the packet and a two-page summary was provided on page 78. He stated resolution 08-2023 is on page 80 and he is happy to answer any questions for their consideration.

RESOLUTION 08-2023

A RESOLUTION CERTIFYING STORM SEWER UTILITY CHARGES TO THE COUNTY AUDITOR TO BE ASSESSED ON REAL ESTATE TAXES PAYABLE IN 2024.

WHEREAS, 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 2024.

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 2024.

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 6 yeas and 0 nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Dan Jones</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>John Shuman</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>Katherine Doll Kanne</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>Jim Lindner</i>	X	<input type="checkbox"/>	<input type="checkbox"/>

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 25th day of October 2023, with the original thereof on file in my office.

WITNESSED BY the Watershed Administrator this 25th day of October 2023.

Phil Belfiori, Administrator

Discussion:

Director Rafferty asked if these rates are only coming from VLAWMO and stated that the Rice Creek Watershed District also charges in the City of Lino Lakes in addition to the City recently starting its own stormwater utility fee. He said that Lino Lakes residents are receiving a

double tax for stormwater. He asked if other communities have a separate charge for stormwater utilities. He added that he previously had questions about the charges for institutional properties and thinks the state is exempt from the charges.

Director Jones responded that it comes down to the MS4 permit requirements and where the funding to comply with the permit comes from. He said if cities don't have a separate stormwater fund, they will be behind on MS4 permit compliance. He said Boards and City Councils need to be looking into the future because costs are not getting cheaper and partnering with VLAWMO and the other watershed districts can help reduce the stormwater costs. Director Jones added that he is not sure if the state is exempt from the charges, but churches and schools do need to pay them.

Director Rafferty agreed that prices for services are increasing dramatically and asked Administrator Belfiori what the previous single residential unit stormwater utility charge was. Administrator Belfiori responded the Board approved increase as part of the 2024 budget process was 5% so the previous charge was around \$61.

A motion was made by Director Jones and seconded by Director Rafferty to approve Resolution 08-2023. Vote: Shuman: aye, Doll Kanne: aye, Lindner: aye, Prudhon: aye, Rafferty: aye, Jones: aye. Motion passed.

VII. Discussion/Administration Communication

1. Update on Watershed Awards Nomination Process

Administrator Belfiori provided a reminder that the watershed awards nominations are due on November 1st. He described the two awards and asked the Board to let staff know if they would like to nominate anyone. The voting will occur at the TEC meeting on November 8th.

VIII. Adjourn

A motion was made by Director Rafferty and seconded by Director Doll Kanne to adjourn at 7:38 pm. Vote: Shuman: aye, Doll Kanne: aye, Lindner: aye, Prudhon: aye, Rafferty: aye, Jones: aye. Motion passed.

Agenda item IV. D.



2023 Volunteering Summary



Vadnais Lake Area Water Management Organization



2023 Overview

Citizen Science and Service:

Adopt-a-raingarden:

- Bridgewood Park: Judy Lissick, Jennifer Jensen, Laurie Kuduk
- Westfield Bioswale, Judy Lissick, Carolyn Messbarger, Deb Beck
- VH City Hall: VH Lions, AFSA High School, VH City Hall staff
- VH Elementary: Christ the Servant Lutheran, Eagle Scout Jordan Erwin
- Heritage Hall (Gem Lake): Gloria Tessier
- White Bear Lake Town Hall: Gloria Tessier, Susan Miller
- Lakeaires Elementary: Ashley Guthrie and students

Leaf Pack monitoring:

- Sucker, Deep and Charley Lake channels: Erika Turkington
- Lambert Creek: Ed and Ceci Shapland



Vadnais Lake Area Water Management Organization

2023 Overview

Aquatic Invasive Species (AIS) monitoring:

- Darren McGann, Susan Miller, Tom Breviu

Continued programming:

- Good Neighbor Guide (150 copies distributed)
- Junior Watershed Explorer (6 participants)
- Native plant tour at White Bear Montessori (August)
- Information distribution: Susan Miller (TEC)



Vadnais Lake Area Water Management Organization

2023 Overview

University of Minnesota Community-Engaged Learners:

4 students, 100 hrs

- Jumping worms study
- Vadnais Blvd prairie remnant
- 4th and Otter woodland restoration
- Vadnais Heights Commons demonstration native planting



Vadnais Lake Area Water Management Organization

2023 Highlights



Winter Seed Sowing workshop

Katherine Doll Kanne

Switched to online webinar due to winter weather.



Vadnais Lake Area Water Management Organization

Westfield Bioswale Kick-off Event

Master Gardeners Partnership

VH residents Beth Fritcher and Christy Bartlett.



2023 Highlights



Earth Day Clean-Up

Gina, Mike, Ceci, Ed

Vadnais-Sucker Regional Park.



Vadnais Lake Area Water Management Organization

White Bear Lake Rotary Nature Preserve

Carol Nelson, Susan Miller, WBL Rotary club

Habitat Restoration with school programming.



2023 Highlights



Adopt-a-Raingarden

Judy Lissick, Jennifer Jensen, Laurie Kuduk, and more

Bridgewood Raingarden, Westfield Bioswale, VH City Hall.



Vadnais Lake Area Water Management Organization

“Soil your Undies” Display

Ceci and Ed Shalpland

Educational display.



2023 Highlights



Neighborhood Grant Tour

Katherine Doll Kanne, Gina Schmidt, Karen Suzukamo, Bev Hall, Sharon Lorraine, Janelle Green

A two-part neighborhood tour of successful VLAWMO grant-funded landscape projects.



Vadnais Lake Area Water Management Organization

2023 Highlights



Neighborhood Grant Tour

Katherine Doll Kanne, Gina Schmidt, Karen Suzukamo, Bev Hall, Sharon Lorraine, Janelle Green

A two-part neighborhood tour of successful VLAWMO grant-funded landscape projects.



Vadnais Lake Area Water Management Organization

2023 Highlights



MN Water Steward Capstone

Megan Sigmon-Olsen

Purple loosestrife beetles at Rice Lake, grant project tour, education and outreach leadership.



Vadnais Lake Area Water Management Organization

2024 Aspirations



- Neighborhood consultation: Networking and training for leadership in project development. Bee lawns, raingardens, alternative turf, etc.
- Continued citizen Science efforts
- Continue neighborhood grant program tours. New location at Sucker Channel
- Adopt-a-Raingarden: Eagle Scout Jordan Erwin at VH Elementary
- Volunteer-run booths at public events
- Partnerships with VH Green Team, PAI, Partners for Good (VHEDC)
- Support VLAWMO Water Plan development Jan-April

Vadnais Lake Area Water Management Organization

VLAWMO Finance Summary: December 2023

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

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

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

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

Vadnais Lake Area Water Management Organization
Check Detail

1:49 PM
 12/05/2023

November 9 through December 13, 2023

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

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

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

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

1:54 PM
12/05/2023
Cash Basis

Nov 9 - Dec 13, 23

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

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

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

1:47 PM

12/05/2023

Accrual Basis

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

**TEC Report to the Board
December 2023**

Programs & Projects	Effort Level	Completion Date	Comments																										
	LOW																												
	MED																												
	HIGH																												
Projects				Administration & Operation																									
E. Vadnais Lake Subwatershed Resiliency Study		Mid 2024	2 stakeholder meetings were held with partners on 9/29 & 11/6 to determine study focus areas and needed survey work. SRF has now completed an existing conditions model for the study area and will present potential bmp opportunities at a stakeholder meeting on 12/11.	Audit		2023	Staff has begun the process of working with CLA on the 2023 Audit.																						
Oak Knoll Pond/Wood Lake		2023/24	Project paused due to City of WBL water treatment plant maintenance; Anticipate project update at Feb. 2024 Board meeting	Budget		for 2024 budget	2024 "Working" Budget /2023 carryover budget will be considered at the Dec. 13 Board meeting.																						
Public Ditch Maintenance		ongoing	2023 ditch cleaning completed November 17th.	Personnel /HR		ongoing	End of year 2023 staff discussions and reviews are underway.																						
MPCA 319 /Wilkinson Lake BMP		2021-24	Construction nearly completed; HEI overseeing punchlist items.	SSU		ongoing	The approved 2024 SSU certifications have been submitted to Anoka and Ramsey County.																						
Pleasant Lake Carp Management		2022-28	Fall tasks underway to build a second barrier and implant active transmitters to replace ones that have exceeded battery life and are no longer functioning.	Strategic /watershed planning		2023-2025	Scope of work for development of 10 year watershed plan and resolution initiating planning process considered at Dec. 13 Board meeting.																						
Programs																													
City/Township MS4		Dec	Documentation of 2023 initiatives summary. Smart Salting December workshops: Dec 7 (community leaders), 14th (property management)	<table border="1"> <thead> <tr> <th colspan="3">FINANCIAL SUMMARY as of 12/1/2023</th> </tr> <tr> <th>4M Account (1.10)</th> <th>4M Plus (1.23)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>\$483,013</td> <td>\$239,094</td> <td>\$722,107</td> </tr> </tbody> </table>						FINANCIAL SUMMARY as of 12/1/2023			4M Account (1.10)	4M Plus (1.23)	Total	\$483,013	\$239,094	\$722,107											
FINANCIAL SUMMARY as of 12/1/2023																													
4M Account (1.10)	4M Plus (1.23)	Total																											
\$483,013	\$239,094	\$722,107																											
Education/Outreach		Dec	Documentation of 2023 Education and Outreach activities. Administer annual watershed awards.																										
Website		Dec-April	Website renovation in final stage of developing content.																										
WAV		Dec	WAV banquet with Tamarack Nature Center December 10th, 2023.																										
Cost Share & BWSR WBIF		ongoing	Site visits coming to an end for the season and a few 2023 projects are getting closed out. Minor updates to the cost share program policies and renewal of the Ramsey County SWCD design services contract are underway consistent with the TEC's action on 11/8. Continuing to work on projects for the BWSR WBIF grant program with partners, such as a potential raingarden at Elmwood Park in Vadnais Heights and potential raingardens in the Birch Lake subwatershed.	<table border="1"> <thead> <tr> <th>Budget Summary</th> <th>Actual Expense YTD</th> <th>2023 Budget "working"</th> <th>Remaining in Budget</th> <th>% YTD</th> </tr> </thead> <tbody> <tr> <td>Operations</td> <td>\$623,810</td> <td>\$795,383</td> <td>\$171,573</td> <td>78%</td> </tr> <tr> <td>CIP</td> <td>\$582,154</td> <td>\$826,067</td> <td>\$243,913</td> <td>70%</td> </tr> <tr> <td>Total</td> <td>\$1,205,964</td> <td>\$1,621,450</td> <td>\$415,486</td> <td>74%</td> </tr> </tbody> </table>						Budget Summary	Actual Expense YTD	2023 Budget "working"	Remaining in Budget	% YTD	Operations	\$623,810	\$795,383	\$171,573	78%	CIP	\$582,154	\$826,067	\$243,913	70%	Total	\$1,205,964	\$1,621,450	\$415,486	74%
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Operations	\$623,810	\$795,383	\$171,573	78%																									
CIP	\$582,154	\$826,067	\$243,913	70%																									
Total	\$1,205,964	\$1,621,450	\$415,486	74%																									
GIS		ongoing	Working on maps for the website renovation, updating the online GIS viewer as needed.																										
Monitoring		ongoing	2023 season complete, end of year reports started																										
WCA		ongoing	Administering WCA as needed.																										

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To: VLAWMO Board of Directors

From: Phil Belfiori and Brian Corcoran

Date: December 6, 2023

Re: **V. A.** Consider Columbia Park IESF Feasibility Study scope from HEI and cooperative agreement with City and County

The purpose of this project is to provide engineering services to determine the feasibility and benefit of constructing an Iron Enhanced Sand Filter (IESF) system at the current Whitaker Wetland site, located at Columbia Park in White Bear Township.

Houston Engineering will provide the following professional services during the completion of this Task Order:

- Feasibility evaluation of the pump-and-treat IESF including a concept figure showing the IESF location and capacity, the inlet and outlet pipe elevations, and functional design information (e.g., treatment volumes and flow rates).
- Evaluation for retrofitting the stormwater pond showing the primary concept features including location, normal water elevations, and outlet structures.
- Preparation of a preliminary opinion of probable cost estimate; Cost estimate will include a preliminary investigation of the requirements and costs to deliver electrical power service to the project site.
- Estimation of annual total phosphorus removal provided by the IESF utilizing assumed event mean concentrations and literature percent removals
- Construction and Maintenance responsibilities between the project partners

The attached Cooperative Agreements (CA's) formalize the partnership for the study and authorizes VLAWMO to invoice the City of WBL and Ramsey County \$3,967 each.

Requested Action: VLAWMO staff request Board approve signature of the Board Chair and Administrator on the attached CA's with non-material changes and upon advice of counsel with the City of WBL for \$3,967 and Ramsey County for \$3,967 in financial reimbursement for the Whitaker Wetland Retrofit Feasibility Study.

Attachments:

1. CA with the City of WBL for Whitaker Wetland Retrofit Feasibility Study
2. CA with Ramsey County for Whitaker Wetland Retrofit Feasibility Study
3. Houston Engineering Inc. Scope of Services Task Order No. 2023-01

**Cooperative Agreement Between
Vadnais Lake Area Watershed Management Organization
And City of White Bear Lake**

This Cooperative Agreement (“CA”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“VLAWMO”) and City of White Bear Lake (“CWBL”) each acting by and through its duly authorized governing bodies.

Whereas, VLAWMO and the CWBL mutually desire to partner on Whitaker Wetland Retrofit Feasibility study (“Study”) within Lambert Creek Subwatershed (“Subwatershed”) in White Bear Township in Ramsey County;

Whereas, the Subwatershed receives direct drainage from an area of approximately 620 acres;

Whereas, the Lambert Creek Subwatershed flows into East Vadnais Lake and is used as a primary reservoir and drinking water source for approximately 450,000 people;

Whereas, Lambert Creek is on the MPCA's List of Impaired Waters for recreation for E. coli;

Whereas, the VLAWMO is developing a Whitaker Wetland Retrofit feasibility study for the existing system to more efficiently treat stormwater and improve water quality;

Whereas, the purpose of this Study is to retrofit the existing treatment system to improve water quality;

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

Whereas the Study partners including the CWBL have reviewed the request for services for development of the Study (attachment 1) and find that it provides the necessary work items to achieve its desired Study outcomes.

Now, therefore, the parties hereby agree to enter into this CA and to comply with the following processes with respect to the Study:

1. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:
 - a. Coordinate the consultant hiring process for completion of the Study.
 - b. Share the professional services costs with the CWBL to complete the Study.
 - c. Invoice the CWBL at completion of the Study for its share of the cost for professional services.
 - d. Provide for management and oversight of the Study.
 - e. Participate in the development of the Study and schedule partner meetings when needed.
 - f. Provide required notices to affected property owners and other stakeholders as may be necessary.
 - g. Share and distribute results and deliverables of the Study to the CWBL.

2. CWBL Responsibilities. CWBL agrees to do the following:

- a. Share 1/3 of the professional services costs to complete the Study with VLAWMO and partners, not to exceed \$3967.00.
 - b. Pay invoice received from VLAWMO for reimbursement of professional services costs within 30 days of receipt.
 - c. Attend meetings and participate in discussion related to the development of the Study as needed.
 - d. Provide background information or data (if any) necessary for the preparation of the Study.
3. Use of Study. The reports or documents produced in whole or in part under this CA will be subject to fair use and may not be the subject of an application for copyright by or on behalf of the CWBL or VLAWMO. The CWBL and VLAWMO may use, without restriction, the work products of the Study including, but not limited to, any associated reports and documents.
 4. Term. This CA is effective on the date of the last party to execute it. This CA shall terminate upon completion of the Study and payment for the professional services costs incurred as provided herein.
 5. Termination. Each party has the right to terminate this CA at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination.
 6. Entire Agreement; Amendments. This CA constitutes the entire agreement between the parties regarding this matter. No amendments to this CA are valid unless they are in writing and signed by both parties.

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

**Vadnais Lake Area Watershed
Management Organization**

City of White Bear Lake

Chairperson

Administrator

Date:_____

Date:_____

**Cooperative Agreement Between
Vadnais Lake Area Watershed Management Organization
And Ramsey County**

This Cooperative Agreement (“CA”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“VLAWMO”) and Ramsey County (“RC”).

Whereas, VLAWMO and the RC mutually desire to partner on Whitaker Wetland Retrofit Feasibility study (“Study”) within Lambert Creek Subwatershed (“Subwatershed”) in White Bear Township in Ramsey County;

Whereas, the Subwatershed receives direct drainage from an area of approximately 620 acres;

Whereas, the Lambert Creek Subwatershed flows into East Vadnais Lake and is used as a primary reservoir and drinking water source for approximately 450,000 people;

Whereas, Lambert Creek is on the MPCA's List of Impaired Waters for recreation for E. coli;

Whereas, the VLAWMO is developing a Whitaker Wetland Retrofit feasibility study for the existing system to more efficiently treat stormwater and improve water quality;

Whereas, the purpose of this Study is to retrofit the existing treatment system to improve water quality;

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

Whereas the Study partners including the RC have reviewed the request for services for development of the Study (attachment 1) and find that it provides the necessary work items to achieve its desired Study outcomes.

Now, therefore, the parties hereby agree to enter into this CA and to comply with the following processes with respect to the Study:

1. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:
 - a. Coordinate the consultant hiring process for completion of the Study.
 - b. Share the professional services costs with the RC to complete the Study.
 - c. Invoice the RC at completion of the Study for its share of the cost for professional services.
 - d. Provide for management and oversight of the Study.
 - e. Participate in the development of the Study and schedule partner meetings when needed.
 - f. Provide required notices to affected property owners and other stakeholders as may be necessary.
 - g. Share and distribute results and deliverables of the Study to the RC.

2. RC Responsibilities. RC agrees to do the following:

- a. Share 1/3 of the professional services costs to complete the Study with VLAWMO and partners, not to exceed \$3967.00.
 - b. Pay invoice received from VLAWMO for reimbursement of professional services costs within 30 days of receipt.
 - c. Attend meetings and participate in discussion related to the development of the Study as needed.
 - d. Provide background information or data (if any) necessary for the preparation of the Study.
3. Use of Study. The reports or documents produced in whole or in part under this CA will be subject to fair use and may not be the subject of an application for copyright by or on behalf of the RC or VLAWMO. The RC and VLAWMO may use, without restriction, the work products of the Study including, but not limited to, any associated reports and documents.
 4. Term. This CA is effective on the date of the last party to execute it. This CA shall terminate upon completion of the Study and payment for the professional services costs incurred as provided herein.
 5. Termination. Each party has the right to terminate this CA at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination.
 6. Indemnification. VLAWMO agrees to defend and indemnify the RC and RC's officers, and employees from and against (1) losses, costs, damages or expenses, including without limitation reasonable attorney's fees ("Costs") and (2) third party demands, claims, suits, causes of actions or liabilities ("Claims"), but only to the extent such Costs and Claims arise out of the negligent acts or omissions of VLAWMO's employees' contractors', and agents' in the exercise of the license rights granted in this CA.
 7. Entire Agreement; Amendments. This CA constitutes the entire agreement between the parties regarding this matter. No amendments to this CA are valid unless they are in writing and signed by both parties.

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

**Vadnais Lake Area Watershed
Management Organization**

Ramsey County

Chairperson

Administrator

Date: _____

Date: _____



SCOPE OF SERVICES

**Task Order No. 2023-01
Vadnais Lakes Area WMO**



Whitaker Pond IESF Feasibility Study

Houston Engineering Inc. (HEI) Project No.: R007057-0020

Task Order Purpose:

The purpose of this project is to provide engineering services to the Vadnais Lakes Area Water Management Organization (VLAWMO) to determine the feasibility and benefit of constructing an Iron Enhanced Sand Filter (IESF) system near Whitaker Pond, located at Columbia Park in White Bear Township, MN.

This Task Order describes the technical work proposed by Houston Engineering, Inc. (HEI) to complete analysis with sufficient detail to determine the feasibility of implementing the project and to estimate the preliminary cost and benefit.

Professional Services Rendered:

HEI will provide the following professional services during the completion of this Task Order:

- Feasibility evaluation of the pump-and-treat IESF including a concept figure showing the IESF location and capacity, the inlet and outlet pipe elevations, and functional design information (e.g., treatment volumes and flow rates);
- Evaluation for retrofitting the stormwater pond showing the primary concept features including location, normal water elevations, and outlet structures.
- Preparation of a preliminary opinion of probable cost estimate;
 - Cost estimate will include a preliminary investigation of the requirements and costs to deliver electrical power service to the project site.
- Estimation of annual total phosphorus removal provided by the IESF utilizing assumed event mean concentrations and literature percent removals; and
- Construction and Maintenance responsibilities between the project partners will be discussed at a virtual meeting, and outcomes documented in the Memo.
- Prepare draft and final Technical Memoranda.

Deliverables:

Deliverables will include:

- Concept figure of IESF layout and stormwater pond retrofit;



SCOPE OF SERVICES

**Task Order No. 2023-01
Vadnais Lakes Area WMO**



Whitaker Pond IESF Feasibility Study

- Technical memorandum summarizing our findings and results.

Schedule and Compensation:

We estimate a cost of **\$11,900** for services described within this task order. HEI shall not exceed this amount for the completion of this work without prior authorization from VLAWMO. The estimated schedule to complete the services is **10 weeks** after an executed task order.

Assumptions:

The estimated compensation for the execution of the tasks identified within the "Professional Services Rendered" section of this Task Order is based upon the following assumptions:

1. VLAWMO staff will coordinate with land authority
2. Existing available plan data will used for topography data. Topographic survey is not included. Survey or CAD files will be provided from the previous pumping project.
3. The study does not include evaluation of the pond volume for maintenance/dredging
4. One virtual meeting with project partners; and
5. One set of comments from VLAWMO staff.

SIGNATURES:

The services described by this Task Order are being provided in accordance with the Professional Services Agreement between the Vadnais Lakes Area Water Management Organization and Houston Engineering dated May 6, 2021. This Task Order shall be effective **October 18, 2023** as authorized by the signatures of representatives of the Vadnais Lakes Area Water Management Organization and Houston Engineering, Inc.

VLAWMO

Houston Engineering, Inc.

By: _____

By:  _____

Name: Phil Belfiori

Name: Chris Otterness, P.E.

Title: Administrator

Title: Client Manager

Date: _____

Date: October 10, 2023

To: VLAWMO Board

From: Phil Belfiori

Date: December 6, 2023

Re: **V. B.** Consider Compensation Study Scope of Work from Gallagher Inc.

Background

The VLAWMO personnel subcommittee recommended development of an employee compensation analysis and salary survey to the VLAWMO Board in 2021. That survey was completed and approved by both the VLAWMO Subcommittee and the Board in Fall 2021. As part of this process, each grade level (grade level 4-9) was assigned a minimum and maximum salary value based on a compensation market analysis and zones were developed based on splitting the range into roughly 1/3rd groupings. See attached for the currently approved 2021-24 salary structure table which was the outcome from the 2021 salary review process.

The subcommittee in 2021 also directed that it should be the policy of VLAWMO to conduct a compensation study around every 3 years to continually strive for a competitive salary structures for VLAWMO's employees. At May 24, 2023 subcommittee meeting, staff also provided an update and relevant summary documentation from the recent 2022 CRWD /MWMO compensation survey and analysis that VLAWMO participated in along with eight other WMOs/WDs.

Summary of proposed Gallagher Scope of Work

Per the direction of the VLAWMO Subcommittee in 2021, please find attached for VLAWMO Board consideration a scope of work for completion of a compensation study with Gallagher Inc.

The Gallagher scope includes (**also see page 12 of the LINKED scope**):

PHASE 1: STUDY ADMINISTRATION

Meeting via telephone/online platform to initiate project and discuss timelines and key deliverables. Organization and salary materials collected and project kickoff initiated following provision of data.

Discussion/review of the strengths and weaknesses of VLAWMO's current compensation system. Discussion of VLAWMO's current philosophy and supporting strategies.

The project timetable developed and confirmed.

Virtual Meetings are included. On-site visits are available at an additional charge to VLAWMO.

PHASE 2: COMPENSATION STUDY

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables.

Labor market confirmed (includes one [1] round of revision), and survey participants identified to gather data from local, state, and regional sources.

Benchmark jobs identified and summarized (includes one [1] round of revision).

Leverage other Gallagher administered custom surveys within the industry and across the region as a primary source, as appropriate.

Identify appropriate published survey sources from Gallagher's library to incorporate.

Collect market data from published survey sources using data cuts from public, private, local, state and regional sources.

Integrate Gallagher NBS total rewards data as a primary data source.

The following activities will be performed on all data:

Comprehensive internal salary relationship analysis of data to ensure the structure is internally equitable and externally competitive. Competitive analysis of market data performed.

Diagnostic review of current salary structures conducted to identify opportunities for simplification, reduction in pay compression.

Recommended pay structure developed or existing structures updated (includes 1 revision requested).

PHASE 3: PROJECT FINALIZATION, DRAFT & FINAL REPORTS

Consultant shall make presentations to the HR/leadership prior to completion and at the time of completion, at times and in a manner agreed upon with VLAWMO.

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables. Draft and final report and presentations developed

Quality assurance reviews conducted.

If the Board were to approve the attached scope, it would be anticipated that the final results from the analysis and any proposed revision to the VLAWMO salary program would be brought forward for consideration at the VLAWMO Board in early to mid 2024. The proposed total cost of this study as defined in attached scope from Gallagher is \$10,250 (page 13 of LINKED scope). You will note in the approved 2024 budget did include a salary survey analysis study.

VLAWMO Subcommittee Recommendation

At the November 2023 subcommittee meeting, the members discussed the 2024 salary /compensation analysis as attached in Attachment 2 and reached consensus to recommend approve of the attached compensation study scope of work from Gallagher Inc. dated Oct. 10, 2023 with a total cost of \$10,250 plus a 15% contingency to the VLAWMO Board

Requested Board Action

Director _____ moves and Director _____ Seconds approval of the compensation study scope of work from Gallagher Inc. dated Oct. 10, 2023 with a total cost of \$10,250 plus a 15 % contingency.

Attached:

1. Approved 2021 -24 salary structure table
2. Compensation study scope of work from Gallagher Inc. dated Oct. 10, 2023.-
[LINK: https://www.vlawmo.org/index.php/download_file/4740/](https://www.vlawmo.org/index.php/download_file/4740/)

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION
Salary Action Guideline Chart
 Effective January 2022

Performance Category	ZONE 1	ZONE 2	ZONE 3
V Outstanding	5-7%	5-6%	4-5%
IV Exceeds Requirements	4-6%	3-5%	3-4%
III Meets Requirements	3-4%	2-3.5%	1-2%
II Needs Improvement	0-2%	0%	0%
I Unacceptable	0%	0%	0%

Represents approximately 4.0% overall salary action budget.

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

2021/2024 Salary Structure

<u>Grade Level</u>	<u>Zone 1</u>	<u>Zone 2 (Midpoint)</u>	<u>Zone 3</u>	<u>% Spread Minimum To Maximum</u>
9	\$100,000-\$112,500	\$112,501-\$137,500 (\$125,000)	\$137,501-\$150,000	50%
8	72,800-81,900	81,901-100,100 (91,000)	100,101-109,200	50
7	69,600-78,300	78,301-95,700 (87,000)	95,701-104,400	50
6	54,400-61,200	61,201-74,800 (68,000)	74,801-81,600	50
5	49,600-55,800	55,801-68,200 (62,000)	68,201-74,400	50
4	40,800-45,900	45,901-56,100 (51,000)	56,101-61,200	50

To: VLAWMO Board

From: Phil Belfiori

Date: December 6, 2023

Re: V. C. VLAWMO Policy Regarding New Earned Sick and Safe Time

Background

In 2023, the State Legislature passed a new law requiring that employers provide earned sick and safe time to employees who work in the State. This new law states that an employee earns one hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year unless the employer agrees to a higher amount.

The sick and safe time law expands on the areas that this type of sick leave can be used for as compared to the use of tradition sick leave. The new law also expands on which family members are eligible for the employee to use the leave for. See Attached fact sheet from the MN Dept. of Labor and Industry for more details.

Based on this new requirement, staff is working with Sandy Tauer at City of White Bear Lake to develop a new VLAWMO policy (consistent with the City's policy given they manage the VLAWMO timesheet and leave tracking programs) which is meant to satisfy these requirements. Once received from the City, VLAWMO staff will include this new VLAWMO Policy into the employee handbook and distribute to VLAWMO employee as is required.

Requested Board Action

Director _____ moves and Director _____ Seconds authorizing staff to develop a new VLAWMO policy, consistent with the City of White Bear Lake policy, relating to the State requirements for earned sick and safe time.

Attached:

1. Fact sheet on new law from MN DLI

Earned sick and safe time as of Jan. 1, 2024

WHAT IS SICK AND SAFE TIME?

Sick and safe time is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse.



WHO IS ELIGIBLE?

An employee is eligible for sick and safe time if they:

- work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Temporary and part-time employees are eligible for sick and safe time. Sick and safe time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.

HOW MUCH LEAVE CAN EMPLOYEES EARN?

An employee earns one hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year unless the employer agrees to a higher amount.

AT WHAT RATE MUST THE LEAVE BE PAID?

Sick and safe time must be paid at the same hourly rate an employee earns when they are working.

WHAT CAN THE LEAVE BE USED FOR?

Employees can use their earned sick and safe time for reasons such as:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

WHICH FAMILY MEMBERS ARE INCLUDED?

Employees may use earned sick and safe time for their following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Earned sick and safe time as of Jan. 1, 2024

WHAT ADDITIONAL SICK AND SAFE TIME RESPONSIBILITIES DO EMPLOYERS HAVE?

In addition to providing their employees with one hour of paid leave for every 30 hours worked, up to at least 48 hours each year, employers are required to:

- include the total number of earned sick and safe time hours accrued and available for use, as well as the total number of earned sick and safe time hours used, on earnings statements provided to employees at the end of each pay period;
- provide employees with a notice by Jan. 1, 2024 — or at the start of employment, whichever is later — in English and in an employee’s primary language if that is not English, informing them about earned sick and safe time; and
- include a sick and safe time notice in the employee handbook, if the employer has an employee handbook.

The Minnesota Department of Labor and Industry will prepare a uniform employee notice that employers can use and will make it available in the five most common languages spoken in Minnesota.

CURRENT SICK AND SAFE TIME LOCAL ORDINANCES

Earned sick and safe time local ordinances already exist in the cities of Bloomington, Duluth, Minneapolis and St. Paul, Minnesota. When Minnesota’s statewide earned sick and safe time law goes into effect Jan. 1, 2024, employers must follow the most protective law that applies to their employees.



Sick time

For physical or mental health conditions, illness or injury



Safe time

To address domestic abuse, sexual assault or stalking



Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155
651-284-5075 • 800-342-5354 • dli.mn.gov • dli.laborstandards@state.mn.us

Notice: This is a brief summary of Minnesota law. It is intended as a guide and is not to be considered a substitute for Minnesota Statutes regarding earned sick and safe leave.

To: VLAWMO Board of Directors

From: Lauren Sampedro, Watershed Technician & Program Coordinator

Date: December 4, 2023

Re: **V. D.** Consider Proposed 2024 Cost Share Policy Updates, Resolution 08-2020 Amendment, and 2024-2025 RCSWCD Services Contract

Introduction

VLAWMO is seeking Board approval of proposed 2024 minor policy changes to the following VLAWMO grant programs: Soil Health, Landscape Level 1, and Landscape Level 2; amending resolution 08-2020; and entering into a 2024-2025 contract with RCSWCD for services for the cost share programs.

Background

VLAWMO has offered grant programs to landowners since 2007. Staff routinely reviews each program on an annual basis for any necessary updates or improvements to the programs or program materials based on experiences from the previous year.

For 2024, staff are proposing minor policy updates to the Soil Health Grant Program, Landscape Level 1 Grant Program, and Landscape Level 2 Grant Program. These changes are focused on adding clarity for applicants. A summary of the proposed changes is included in the attached PowerPoint slides. These changes were approved by the VLAWMO Technical Commission at its November 8th meeting. The Technical Commission also recommended the creation of a tree guidance document to assist potential applicants before including trees in their planting plans, which is included with the attached proposed policies.

The second proposed update for 2024 is to amend resolution 08-2020 by motion to require Landscape Level 2 grant program projects to require approval from the VLAWMO Board of Directors and all other VLAWMO cost share programs to require approval from the VLAWMO Technical Commission, rather than specifying a funding request amount in the resolution. This change would improve the efficiency of the approval process for landowners' smaller scale projects.

Lastly, VLAWMO has an existing two-year professional services agreement with the Ramsey County Soil and Water Conservation Division (RCSWCD) to provide design and modeling services to VLAWMO for the cost share programs at \$20,000, which ends at the end of December 2023. Staff are proposing to enter into a new agreement with RCSWCD for 2024-2025 at \$20,000 over the two-year period for the same services. RCSWCD has reviewed and approved the agreement in the attached materials.

Staff Recommendation

VLAWMO staff recommend the Board of Directors approve the proposed 2024 policy changes to the Soil Health Grant Program, Landscape Level 1 Grant Program, and Landscape Level 2 Grant Program for implementation in 2024, approve the amendment of Resolution 08-2020, and approve the 2024-2025 RCSWCD professional services agreement for the cost share programs.

Proposed Motions

1. It was moved by Director _____ and seconded by Director _____ to approve the 2024 cost share program changes as presented.

2. It was moved by Director _____ and seconded by Director _____ to approve amending resolution 08-2020.
3. It was moved by Director _____ and seconded by Director _____ to approve the 2024-2025 professional services agreement with Ramsey County Soil and Water Conservation Division.

Attachments

- 1. PowerPoint Slides
- 2. 3 Grant Program Policies and Tree Guide
https://www.vlawmo.org/index.php/download_file/4741/
https://www.vlawmo.org/index.php/download_file/4738/
- 3. Proposed Resolution 08-2020 as Revised
- 4. 2024-2025 RCSWCD Professional Services Agreement

V. D. Attachment 1

VLAWMO Proposed 2024 Grant Program Policy Updates

Lauren Sampedro
Board of Directors Meeting
12/13/23



Background



- VLAWMO staff are proposing grant program policy changes for the following programs: Soil Health, Landscape Level 1, and Landscape Level 2
- Staff routinely review each program on an annual basis for any necessary updates or improvements
- The TEC recommended approval of policy-based changes to Soil Health, Landscape Level 1, & Landscape Level 2 grant programs in November 2023
- The TEC also recommended a new tree guidance document to assist potential applicants

Vadnais Lake Area Water Management Organization

Soil Health Grant



- Added applicants within 500 ft of a priority zone are eligible for priority zone funding
- Clarified native trees may be eligible on a case-by-case basis if beneficial to pollinators or part of a stormwater practice
- Clarified multiple phased projects can be up to 3 years in a row

Vadnais Lake Area Water Management Organization

Landscape Level 1 Grant



- Clarified native trees may be eligible on a case-by-case basis if part of a stormwater practice
- Clarified multiple phased projects can be up to 3 years in a row

Vadnais Lake Area Water Management Organization

Landscape Level 2 Grant



- Added reference to BWSR's Native Vegetation Establishment and Enhancement Guidelines to adopt by reference

Vadnais Lake Area Water Management Organization

Amendment of Resolution 08-2020



- Staff propose amending resolution 08-2020 by motion to require Landscape Level 2 grant projects to require approval from the Board of Directors and all other VLAWMO cost share programs to require approval from the Technical Commission:

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

Landscape Level 2 Grant program projects requiring

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~~ [↑] ~~other VLAWMO grant program projects~~

Vadnais Lake Area Water Management Organization

'24-25 RCSWCD Professional Services Agreement



- Current Ramsey County Soil and Water Conservation Division (RCSWCD) 2-year professional services agreement to provide design and modeling services for the cost share programs expires 12/31/23
- Staff propose entering into a new agreement with RCSWCD for 2024-2025 for the same cost share program services and cost of \$20,000 over the 2-year period

Vadnais Lake Area Water Management Organization

Staff Recommendation



- Recommend approval of 2024 cost share program policy changes
- Recommend approval of amending resolution 08-2020
- Recommend approval of 2024-2025 professional services agreement with RCSWCD

Vadnais Lake Area Water Management Organization

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

Landscape Level 2 Grant program projects requiring

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~~ other VLAWMO grant program projects

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

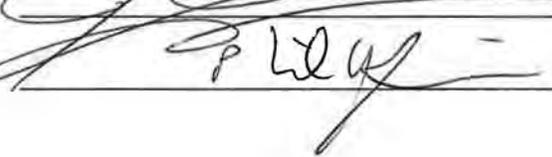
Whereas, at the October TEC meeting the Commissioners approved the Cost Share Program Policy Review Subcommittee Recommendation to the VLAWMO Board, and

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 5 yeas and 0 nays as follows:

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

 Board Chair Date
 Attest Date 10/28/20

**2024-2025 Professional Services Agreement
between
Ramsey County
and
Vadnais Lake Area Water Management Organization**

A. PARTIES

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

B. PURPOSE

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

C. TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2024 to December 31, 2025 unless extended or terminated as provided herein.

D. SCOPE OF SERVICES

The SWCD will perform all services and furnish and deliver work products as requested by VLAWMO. Generally, these services include: BMP design, site visits, GIS services, pollutant reduction modeling, and other services as requested by VLAWMO.

E. COST

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

F. PAYMENTS

The SWCD shall invoice the VLAWMO. Payment is due in full to the SWCD within 35 days after the next scheduled meeting of the VLAWMO Board based on the fee of \$80 per hour for all SWCD staff. Project expenses will be billed as they are accrued. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

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

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

H. DATA PRIVACY

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

I. AUDITS, REPORTS, AND MONITORING PROCEDURES

The SWCD will:

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

J. INDEMNITY

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

K. INDEPENDENT CONTRACTOR

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

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

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

L. MODIFICATIONS

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

M. MERGER

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

N. TERMINATION

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

O. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

P. NON-ASSIGNMENT OF SERVICES

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

**2024-2025 SERVICE AGREEMENT
BETWEEN
RAMSEY COUNTY
RAMSEY COUNTY PARKS & RECREATION DEPARTMENT
SOIL & WATER CONSERVATION DIVISION
AND VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION**

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

VLAWMO

RAMSEY COUNTY

BY: _____
Board Chair Date

BY: _____
County Manager Date

BY: _____
Administrator Date

BY: _____
Parks & Recreation Director Date

Approved as to form:

Approved as to form:

BY: _____
Attorney Date

BY: _____
Assistant County Attorney Date

To: VLAWMO Board of Directors
From: Dawn Tanner
Date: December 6, 2023
Re: **V. E.:** Consider Ongoing Contracts for 2024

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

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

Contract	Total Amount in 2024
Ramsey County Soil and Water Conservation Division- Lake Surveys	\$3,350-\$4,310
Natural Shore Technologies - Restoration and Project Site Maintenance	\$15,400
Sandstrom Land Management - Biochar Filter Maintenance	\$2,100 + \$75 per hour if additional work is requested by VLAWMO
Munch Bunch - VH City Hall Wooded Wetland Restoration	\$5,760 VLAWMO contribution (with \$5,760 City of VH contribution)
Carp Solutions - Invasive Common Carp Removal	\$39,580 (consistent with Pleasant subwatershed budget)

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

Attachments:

1. Quote from RCSWCD
2. Letter agreement from NST
3. Letter agreement from Sandstrom Land Management
4. Minor services agreement with the Munch Bunch
5. Minor services agreement with Carp Solutions

2024 VLAWMO Lake Vegetation Survey Proposal

November 6, 2023

Prepared for:

Vadnais Lake Area Water Management Organization

Prepared by:

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

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

Scope of Services

Delineation Surveys

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

Bathymetry and Biovolume Surveys (optional)

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

BIRCH LAKE

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

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

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

GILFILLAN LAKE

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

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

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

Deliverables

The macrophyte report will include:

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

2024 Lake Amelia Area Flowering Rush Treatment

Lake Amelia Area Flowering Rush Treatment Estimate
May-August 2024

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

Deliverables

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



November 27, 2023

VLAWMO 2024 Vegetative Management Bid

Dear Dawn,

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

Estimated Maintenance for 2024:

Birch Lake Shoreline- \$1,500

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

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

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

Sucker Channel Shoreline Restoration- \$1,000

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

Koehler Bend and Flume- \$1,800

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

Oakemede Lane- \$900

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



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

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

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

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

2024 VLAWMO Maintenance total- \$13,200

Vadnais City Hall Prairie Planting- \$2,200

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

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

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

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

2024 Maintenance Contract-
Approval of 2024 Vegetative Maintenance

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

Signed: _____ Date _____

Contractor: Natural Shore Technologies, Inc.
Signed:

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



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

Bid Description: Vadnais Heights City Hall Prairie

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

Preliminary Plant List (new introductions):

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

Cost Summary:

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



Attachment 3

CONTRACT PROPOSAL

November 13, 2023

To: Dawn Tanner, VLAWMO

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

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

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

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

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

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

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

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

MINOR SERVICES AGREEMENT

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

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

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

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

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

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

CONTRACTOR

By: Allyse Sorensen

Its: Owner

Date: 11/27/2023

Vadnais Heights

By: [Signature]

Its: City Administrator

Date: 11/20/23

EXHIBIT A
Special Provisions and Standards

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

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

EXHIBIT B
Contractor's Proposal

Begins on the following page.

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

The Munch Bunch LLC

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



Estimate

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

ESTIMATE 0365
DATE 10/28/2023

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

			SUBTOTAL	11,520.00
			TAX	0.00

			TOTAL	\$11,520.00

Accepted By

Accepted Date

MINOR SERVICES AGREEMENT

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

1. **Services.** The Contractor shall perform the services as described in the attached Exhibit A and in accordance with the Contractor’s proposal attached as Exhibit B (collectively, the “**Services**”). The Contractor shall provide the Services in a manner consistent with industry standards for similar services and in accordance with the standards, requirements, and timelines set out in Exhibit A and Exhibit B, and below. If there is a material conflict between any of the provisions in the documents that constitute this Agreement, provisions in the following rank order shall take precedence: (1) Exhibit A; (2) this Minor Services Agreement document; and (3) Exhibit B. The Contractor shall not assign any portion of this Agreement or subcontract any of the Services without prior written agreement of the VLAWMO.
2. **Compensation.** The VLAWMO shall compensate the Contractor for the Services as provided in Exhibit B and as may be more specifically defined in Exhibit A. Unless expressly provided otherwise in Exhibit B, the total amount or rate of compensation is an all-inclusive amount that includes all labor, materials, expenses, fees, costs, taxes, and other amounts the Contractor incurs or pays to provide the Services. The VLAWMO shall not be responsible for paying any additional amounts than those expressly provided for in Exhibit B, and as may be modified or further detailed in Exhibit A, for the completion of the Services.
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vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the VLAWMO. The Contractor shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the VLAWMO.

7. **Indemnification.** Each party shall be responsible for any personal injury or property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof in connection with the performance of this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the immunities of the Contractor. The liability of the Contractor is as established by Minn. Stat. §3.736 and is subject to the limitations therein.
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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

CONTRACTOR

By: _____

Its: _____

Date: _____

VLAWMO

By: _____

Its: _____

Date: _____

EXHIBIT A
Special Provisions and Standards

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

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

EXHIBIT B
Contractor's Proposal

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



Proposal for carp removal during spring migration upstream of Pleasant Lake

December 4, 2023

Prepared For: Dawn Tanner

VLAWMO

Prepared by:

Carp Solutions LLC

www.carpsolutionsmn.com

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

1. Finalizing the new barrier (Deep Lake outlet) setup early in the spring in preparation for carp migration and removal. This will include closing of barrier gaps that were intentionally left open for the winter to allow unobstructed water flow, installation of carp gate, and use of sandbags to reinforce barrier corners near the shoreline.
2. Installation of a PIT antenna and camera with online access below the barrier to inform us about the timing of carp migrations so that we can mobilize quickly to remove them; early April through early June (2 months).
3. Maintenance of the PVC barrier in place between Deep and Wilkinson Lake and possible use of PIT antenna and camera at this barrier if carp move early and pass the new barrier at the Deep Lake outlet.
4. Removal of carp from the stream using backpack electrofishers, transporting them to the boat ramp using a boat and offloading using a telehandler. Carp removal is likely to occur in late April through late May.
5. Disposal of harvested carp.
6. At the conclusion, we will provide a report summarizing the observed spring carp migration (how many carp detected by the antenna and when), and the number of carp captured and removed. Each harvested carp will be scanned for PIT tags to estimate removal efficacy, which will be also included in the report. The report will be provided by January 31, 2025 but preliminary results can be communicated as needed.

Cost

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

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

To: VLAWMO Board of Directors
From: Dawn Tanner and Phil Belfiori
Date: December 6, 2023
Re: **V. F.:** Update on Spent Lime demonstration project

Spent lime load applications were applied to Oak Knoll Pond during late summer and fall. Prior to the City of WBL water treatment plant shut-down, 3 loads were applied in late August. Following re-opening of the water treatment plant, loads were applied on Oct. 30, Nov. 1, Nov. 6, and Nov. 10. A total of 7 loads were applied to the pond. VLAWMO staff conducted pH monitoring following each application and provided results to Barr Engineering. The pH levels did not exceed MPCA thresholds; pH changes did not limit spent-lime application.

To: VLAWMO Board of Directors
From: Dawn Tanner and Phil Belfiori
Date: December 6, 2023
Re: **V. G.:** Update on North Oaks News articles on Pleasant Lake aquatic vegetation

VLAWMO staff have been working with St. Paul Regional Water Services and NOHOA to provide information about relationships between healthy native aquatic vegetation and water quality. That effort has included 3 articles submitted in a series to North Oaks News (2 published and included in the Board packet and a 3rd that is in draft for an upcoming issue). VLAWMO, NOHOA, and SPRWS will be able to use these articles when they receive questions from residents regarding aquatic plants in Pleasant Lake.

Two educational signs are also being drafted for intended use on-site at the Pleasant Lake beach. These signs have been approved in concept by NOHOA and will need to be presented in draft for formal approval prior to installation.

Attachments:

- North Oaks News article from September 2023 on aquatic vegetation
- North Oaks News article from November 2023 on aquatic vegetation

North Oaks News

www.northoaksnews.com

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White Bear Lake, MN 55110
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SEPTEMBER 2023

VOLUME 41

NUMBER 9

In this issue

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What's Happening

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City Council

Working on public safety and security
Page 7B

Start or hold the North Oaks News

If your neighbors aren't receiving the North Oaks News, ask them to call the circulation department at Press Publications, 651-407-1234, and leave a voicemail with their name, phone number, and address. Also, if you need to start or stop the paper, contact the circulation department. Newspapers cannot be forwarded, so delivery is stopped if they are returned to the publisher. E-edition is now available online if you are away from home at www.presspubs.com/northoaks.

Silent auction to be a big draw at Farm Fest

By Gretchen Needham

Contributing Writer

Imagine you are transported back in time to St. Paul, 1910. You enjoy more money and privilege than most, and befitting a successful businessperson of the Gilded Age, the dining table in your richly appointed Summit Avenue mansion is just one indicator of many that you are living a charmed life.

Crisp linens, fine china, sparkling crystal and polished silver adorn the carved mahogany table where you are seated with friends and family. You press a discreetly placed buzzer under the table to summon a servant to refill your

wineglass. There is a toast in your honor — to the generous benefactor, our hearty wishes for health and happiness.

Turn this dream into a reality by placing the winning Silent Auction bid at Farm Fest for a private party at Hill House. Sixteen people will be treated to a one-of-a-kind evening at James J. Hill's Summit Avenue mansion, complete with wine and hors d'oeuvres. Don't miss the opportunity to experience an intimate gathering in one of St. Paul's most beautiful historic buildings.

The Silent Auction also features many unique and



CONTRIBUTED | JULIE OLIVER PHOTOGRAPHY

The Red Barn houses Farm Fest's Silent Auction. Make sure to place your bids before the auction closes at 6:30 p.m. on Sunday, Sept. 10.

SEE FARM FEST
- PAGE 7A

What's with the weeds?

By Dawn Tanner

Contributing Writer

By late summer, it seems like everybody in Minnesota is doing what they can to stretch the season and spend a little more time on, and in, their favorite lakes. We only have a few months of summer. We want to enjoy every last bit of it.

Aquatic vegetation, commonly bemoaned as lake weeds, seems to get in the way of our fun. What's going on with these plants? Do these plants mean that a lake's water quality is getting worse? These are questions we hear a lot at VLAWMO, NOHOA, and SPRWS, especially when it comes to Pleasant Lake.

Despite common perception, native aquatic plants are often a sign of improving water quality. Pleasant Lake is a deep-water lake valued for its recreational opportunities. Pleasant Lake is also listed as impaired for nutrients by the Minnesota Pollution Control Agency. Native aquatic plants are important for good water quality. Pleasant Lake is a priority for improvement, and that means supporting native aquatic plants.

Why aren't lakes in the metro more like clear lakes up north?

There are a few things going on here. First, our baseline conditions in this part of the state include higher nutrient levels in our soils and in our lakes compared to up north



CONTRIBUTED

Dawn Tanner, the author on a Curly-leaf pondweed delineation survey on Pleasant Lake.

SEE AQUATIC PLANTS - PAGE 6A

Annual rummage sale is right around the corner

By Carol Beatty

Contributing Writer

The annual North Oaks rummage sale is Sept. 16 and 17. North Oaks residents are encouraged to bring rummage sale donations to the fall drop-off from 9 a.m. to 1 p.m. Saturday, Sept. 9, at the Shoreview Ice Arena, 877 West Highway 96 in Shoreview. As always asks the North Oaks community for donations of gently used items. Your contributions ensure the success of rummage sale and all proceeds are used to help fund vital programs at Children's Minnesota.

The guild regrets that some items cannot be sold at the sale so those will not be accepted at the drop-off. Disposal fees for items that cannot be sold reduce the contribution to CHA. Please consult the guild website www.northoaksrummagesale.org and the flyer in this newspaper for items welcomed and those that cannot be sold.



CONTRIBUTED

(From left) North Oaks Children's Hospital Association Guild II members Kelly Knutson and Cathie Gatto volunteer their time at one of the craft stations during the annual rummage sale held at the Shoreview Ice Arena.

Furniture donations are greatly appreciated

Please call Jennifer Martini, no later than Tuesday, Sept. 5, to schedule a pick up on Sept. 9. This is for pick-up of furniture only, just in North Oaks. Tax donation receipts

SEE RUMMAGE SALE - PAGE 7A

IF YOU GO

Rummage Sale Details:

When: 7 a.m. to 3 p.m. Saturday, Sept. 16 (Early Bird Special 7 to 9 a.m.)
9 a.m. to 2 p.m. Sunday, Sept. 17.
Most items are ½ price on Sunday so return to find even better bargains!
Where: Shoreview Ice Arena, 877 Highway 96 at the corner of Victoria St. in Shoreview.
What: Biggest rummage sale in the area! Proceeds benefit Children's Hospital Association, and sale is

sponsored by North Oaks Guild II. Due to safety issues and the large amount of merchandise, the guild asks that NO strollers be brought into the arena. Cash, checks, credit cards all welcomed. For more information, go to: www.northoaksrummagesale.org or email the guild at: northoaksrummagesale@gmail.com.

Month Meetings

Residents can view city meetings on the cable access channel and through the website portal.

• **Agendas available online** •

CITY OF NORTH OAKS

100 Village Center Drive, Suite 230
651-792-7750

www.cityofnorthoaks.com

CITY MEETINGS

City Council Meeting:
7 p.m. Thursday, Sept. 14

Planning Commission:
7 p.m. Thursday, Sept. 28

NORTH OAKS HOME OWNERS' ASSOCIATION (NOHOA)

100 Village Center Drive, Suite 240
651-792-7765

www.nohoa.org

NOHOA Board meeting:

7 p.m. Wednesday, Sept. 13

(Please remember all applications need to be submitted to NOHOA the two weeks before the ASC meeting.)

AQUATIC PLANTS – FROM PAGE 1

lakes. Think “farming country.” Up north conditions in general include lower nutrients and cooler temperatures. This translates to clearer water, often with fewer plants.

Many metro lakes also tend to have more inputs of fertilizers and other pollutants. One thing everybody who owns a yard and tends it, especially with the addition of chemicals, can do to help our lakes is reduce those inputs and transition to native species. Native plants are adapted to local conditions. Prairie plants especially have deep root systems and low nutrient requirements in general. Outdated and leaky septic systems may also be providing nutrient inputs to some metro lakes. Leaky septic systems should be repaired or replaced as soon as possible once a problem is detected.

Why do we need native plants in our lakes?

Aquatic plants take up nutrients from the lake bottom and water column. Without plants, algae take up these nutrients, resulting in algae blooms, which can potentially produce harmful toxins. Once a lake is dominated by algae, switching it over to a clear water lake with a healthy plant community is a difficult task that takes time and often requires many interventions. Some interventions that are currently in progress for Pleasant Lake include invasive species removal focused on reducing common carp and yellow iris, restoring shoreline areas to prevent erosion, and minimizing water-level fluctuation in the winter to protect shoreline restoration efforts. These actions all were identified through carefully conducted research efforts that investigated and made specific

recommendations catered to improve Pleasant Lake.

Hot, dry summers also tend to correspond to poorer water quality and more frequent algae blooms. This summer is stimulating earlier algae blooms in watershed lakes that are closely monitored for potential harmful algae blooms.

We need plants in our lakes to have clear, healthy water. The littoral zone, or shallow areas, tends to be heavily covered with plants in healthy lakes in our part of the state. This zone goes from the shoreline to approximately 15 feet in depth, depending upon water clarity. In urban lakes, plants often extend to 7 or more feet in depth. In these areas, sunlight is able to reach the plants. If algae are more abundant, they take up those nutrients, capture the light, and shade out plants. In addition to keeping the water clear, aquatic plants also provide food and habitat for a variety of insects, fish, birds, and other wildlife. An excellent resource that provides more information is the Minnesota Department of Natural Resources web page called: A Guide to Aquatic Plants. On that page, click the link for Where Aquatic Plants Grow. A quick Google search will take you there, or follow this link: <https://www.dnr.state.mn.us/shorelandmgmt/apg/index.html>.

Native versus invasive plants
We need native aquatic plants and a healthy aquatic plant community for clear water, but some of the plants in Pleasant Lake do not belong there. Invasive species are species outside of their native range that have an oversized impact to the ecosystem compared to native species that tend to be more balanced in growth



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(From left) Alexis Lipstein and Justin Townsend, RCSWCD staff, on a Curly-leaf pondweed delineation survey on Pleasant Lake.

It is important to remember that by mid- to late- summer, native plant species, and not Curly-leaf pondweed, are pretty thick in the littoral zone of Pleasant Lake. An example is Coontail, which is a native species that gets very abundant later in the season. Coontail, along with native pondweeds and other plant species, can inhibit recreational uses including swimming and sailing. These native plants are important in helping to keep Pleasant on a water-quality improvement path.

Reducing Curly-leaf pondweed infestation is a current discussion underway with partners and State agencies to determine if a permit for chemical treatment might be allowed; in the past, an application for chemical treatment of Curly-leaf pondweed in Pleasant Lake was denied. Extra caution is needed for permit consideration because drinking water is pumped through these lakes including Pleasant Lake.

How can we tell which plants we're looking at?

VLAWMO and NOHOA are working with Ramsey County Soil and Water Conservation Division (RCWCD) to conduct thorough and targeted aquatic vegetation surveys in Pleasant Lake. We will continue to share the results of those surveys and highlight some native plant species in Pleasant Lake in the coming months.

Dawn Tanner is the VLAWMO Program Development Coordinator. This article was submitted in partnership with the North Oaks Home Owners' Association (NOHOA) and St. Paul Regional Water Services.

patterns and by what eats them. Curly-leaf pondweed and Eurasian watermilfoil are examples of plants that are invasive in Pleasant Lake. Infestations are areas where these plants form dense stands of only that species. These infested areas limit diversity and inhibit healthy ecosystem function.

An invasive aquatic plant species that is of concern for water quality is Curly-leaf pondweed. Curly-leaf pondweed starts growing early in the season, often under the ice, and reaches peak abundance in the spring and early summer. It dies off in early- to mid-summer in large numbers. The decaying plants release the nutrients they have taken up into their plant tissues back into the water column and often stimulate late-season algae blooms.

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NOVEMBER 2023

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Diverse and important underwater forests

By Dawn Tanner

Contributing Writer

VLAWMO and partners work on improving water quality in a variety of ways. One way is to conduct surveys to better understand what's living in our lakes and analyze what those species mean for water quality. Healthy native aquatic plants are often a sign of improving water quality. These native plants take up nutrients from the lake and make the water more clear; instead of algae, especially blue-green algae, taking up the nutrients and making the water murky and green.

VLAWMO and NOHOA are working with Ramsey County Soil and Water Conservation Division (RCWCD) to conduct aquatic vegetation surveys in Pleasant Lake to monitor the status of plants in our lakes. Those plant surveys and reports are available on the VLAWMO website (www.vlawmo.org). In this article and over the coming months, we are sharing highlights from those surveys to help residents better understand our diverse and important underwater forests.

Aquatic plants are especially interesting because we continue to learn more about them the more we look. This is true in our State, and it's also true in our watershed. There are many native species that provide habitat for fish, food for wildlife, and are beautiful and important in and of themselves. There are also plant look-alikes that most people would not be able to distinguish from true plants. The differences are found in their cellular structure. These plant look-alikes are called macroalgae. Their cellular structure is more simple than true plants, but they look and behave very similarly to plants. Native macroalgae also help to improve

water quality. They are not part of the problem-causing blue-green algae that can trigger alerts to keep us, and our pets, out of our lakes.

In addition to local partners, the Minnesota Biological Survey (MBS) with the Minnesota Department of Natural Resources (MN DNR), recently visited lakes in our watershed, including Pleasant Lake. What they found in Pleasant Lake was astounding. It turns out that a macroalga species that was fairly recently thought to only exist in the fossil record is also found in Pleasant Lake. Prior to investigations in the Midwestern United States, this particular species had only been found outside of the fossil record in a few locations in Europe and Australia. It is so rare that it doesn't even have a common name; its scientific name is *Lychnothamnus barbatus*. A map is currently being prepared by MN DNR with results of this and other macroalgae distributions in Minnesota as a result of the recent survey work.

In total, 15 native plant and macroalgae species were found in Pleasant Lake as part of the MBS survey. In addition to these aquatic plants, two rare emergent plants were found on the MBS survey. Emergent in this context means plants with leaves that extend above the surface of the water. Emergent plants are often found in shallow water and along the shoreline. Protecting shoreline areas helps to protect these plants. Invasive plant removal efforts, such as the Yellow Iris removal partnership with VLAWMO and NOHOA, help to support a healthy shoreline plant community and rare emergent plants. The invasive yellow iris removal effort is now in its second year with plans to continue in 2024. A healthy plant community is more resilient to environmental stressors and helps clear



Diverse and important underwater forests 'Aquatic Plants and Plant look-alikes in Pleasant Lake'.

CONTRIBUTED

extreme storm events, water-level fluctuations, drought and can help prevent establishment of new invasive species.

There's more than initially meets the eye when we look into a clear lake and observe a tangle of plants. Supporting those native plants and to environmental stressors and helps clear

lakes and improved water quality.

Dawn Tanner is the VLAWMO Program Development Coordinator. This article was submitted in partnership with the North Oaks Home Owners' Association (NOHOA) and St. Paul Regional Water Services (SPRWS)



To: VLAWMO Board

From: Nick Voss, Education and Outreach Coordinator

Date: December 6, 2023

Re: Consent V. H. Update on 2023 Education and Outreach Plan Summary

The 2023 Education and Outreach initiatives are summarized in the following two documents: 2023 raw numbers (Attachment 1) and 2023 evaluation chart (Attachment 2).

Highlights of the year that have exceeded the 2023 goals include:

- 4 Lawns to Legumes participants in the watershed in 2023.
- 7 cost-share participants also participated in education and outreach activities.
- 8 workshop or education event participants also became cost-share grant participants.
- 92 attendees across all VLAWMO workshops, open houses, and tours.
- 300 students, 12 classrooms reached at Birch Lake Elementary.
- 6 public booths at community events such as WBL MarketFest with staff or VLAWMO information present.

Please see the attachments for more information and contact Nick Voss for questions.

Attachments

1. 2023 Education and Outreach: Raw Numbers
2. 2023 Education and Outreach evaluation chart

2023 Education and Outreach: Raw Numbers

Wilkinson Deep-Water Wetland Restoration (Wilkinson BMP)

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

Watershed Admin and BMPs

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

Ditch Maintenance Communication and Floodplain Education

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

Goals:

1) MS4 Programming

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

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

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

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

3) Community members are educated on VLAWMO issues and projects

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

4) Coordinate an active volunteer base that learns and leads

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

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

5) Watershed communications are accountable and active in the community

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

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

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

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

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

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

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

Community Blue Grants

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

Measurable Outcomes:

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

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

2. Grow email subscriptions by 75 people annually.

53 email subscriptions

3. Achieve 10,000 website visits annually.

5.7K web visits in 2023

4. 50 new social media followers annually.

28 new social media followers. Current: 727

5. Minimum of four publications annually.

Exceeded – 10+ newspaper publications.

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

300 students, 12 classrooms reached at Birch Lake Elementary.

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

N/A

8. Monthly phenology posts made at each picture post

Picture post website discontinued

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

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

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

8 event participants also became cost-share grant participants.

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

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

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

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

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

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

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

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

350 volunteer hours reported.

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

4 volunteers fulfilled this role.

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

5 volunteer efforts completed, 30 participants across all activities.

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

No reports received from AIS volunteers in 2023.

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

2 - Vadnais Heights Elementary, Lakeaires Elementary

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

Incomplete.

20. TEC and BOD quorum met at each meeting.

Complete.

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

No known practices reported from annual survey results.

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

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

EOP Goals

To: VLAWMO Board of Directors

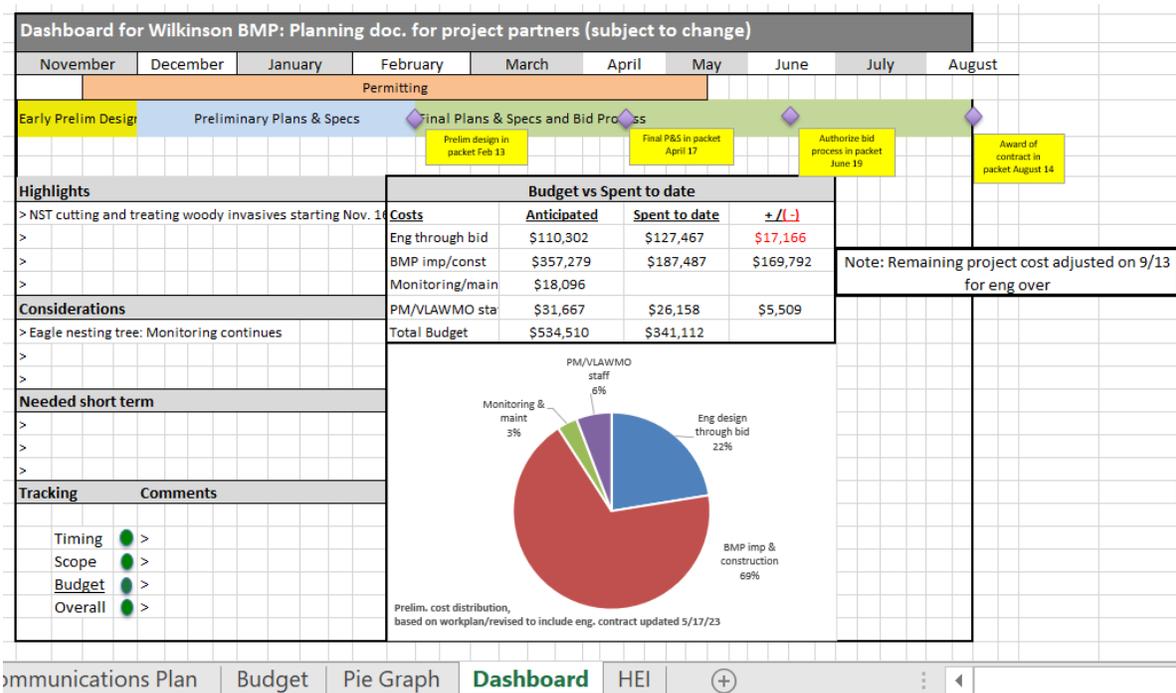
From: Dawn Tanner and Phil Belfiori

Date: December 6, 2023

Re: V. I. Wilkinson deep-water wetland project update

The project is on track for Timing, Scope, Budget, and Overall variables.

The project dashboard shows the project status as of mid-November:



Following earthwork completion at the Wilkinson deep-water wetland project site and approval from the Board at the October meeting for woody invasive removal, VLAWMO staff worked with NOC and Natural Shore Technologies to complete the woody invasive removal to the north of the immediate construction area and along the ditch on either side to the main access road. This removal will facilitate optimal project function and allow increased access for maintenance over time. Woody invasive removal was completed in late November, as requested by NOC. NST cut, treated, and piled invasive trees (primarily buckthorn, with a small amount of invasive honeysuckle and a fairly large invasive Amur maple). NOC is working to concentrate the piles and has removal scheduled for early December. VLAWMO especially appreciates the cooperative effort of this phase of the project, in addition to the overall project and financial support.

The eagles are regularly observed at the project site as part of the required eagle monitoring. Recently the pair was observed together perched near the nest.

Following rain events this fall, the project area has filled to its designed depth. A rock check required for sediment control was checked and modify to ensure that it was not backing water up into the project site. Water is flowing through the rock check and appears clear (not turbid) in the project area and along the ditch flowing through the rock check.

Ongoing monitoring will continue through the winter and spring.

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

To: VLAWMO Board of Directors

From: Brian Corcoran

Date: December 6, 2023

Re: **V. J.** Update on Sentence to Serve ditch maintenance work

On November 17, 2023 the Institutional Community Work Crew (ICWC) and VLAWMO staff removed trees and woody debris from portions of Lambert Creek and Branch 4 identified in the 2023 Drainage System Inspection Report. The yellow highlighted segments of Lambert Creek below was the focus for the ditch clearing and maintenance.



To: VLAWMO Board of Directors

From: Dawn Tanner

Date: December 6, 2023

Re: **V. K.:** Conservation Partners Legacy grant from MN DNR in partnership with City of VH was awarded for work at the City Hall wooded wetland in 2024

VLAWMO staff worked with the City of VH to apply for and receive a Conservation Partners Legacy grant (CPL) for 2024. This grant will provide funds for seeding at the City Hall wooded wetland following the second round of grazing by the Munch Bunch.

The grant will provide a total of \$5,666 in grant funds for purchase of native seed. The grant requires a 10% match of \$567, which will be provided by VLAWMO staff.

VLAWMO appreciates the contributions of our partners in building successful projects.

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To: VLAWMO Board of Directors

From: Phil Belfiori and Dawn Tanner

Date: December 6, 2023

Re: **VI. A. 1:** Consider Alum feasibility study for Tamarack Lake and Wilkinson Lake and proposed scope of work for design and inspection services

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

The attached PPT (Attachment 1) provides more information about the feasibility, results, and recommendations from Barr Engineering. The completed feasibility is attached linked in the packet. The scope of work for Barr Engineering to complete the project spec, bid process and conduct engineering oversight and inspection of the project is also included in the packet.

Requested action:

Director _____ moves and Director _____ seconds to approve and finalize the Tamarack and Wilkinson alum feasibility study by Barr Engineering and authorize the engineering scope of services from Barr Engineering in the amount of \$28,000 with an additional 15% (\$4200) contingency if any unforeseen technical issues arise during design or inspection phase.

Attachments:

1. PPT on alum feasibility
2. Feasibility report from Barr Engineering: https://www.vlawmo.org/index.php/download_file/4744/
3. Scope of work from Barr Engineering for the bid process, oversight, and inspection

Agenda Item VI. A. 1.

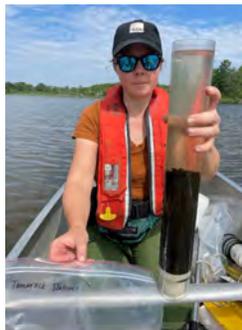
Attachment 1

Alum Feasibility for Tamarack and Wilkinson Lakes

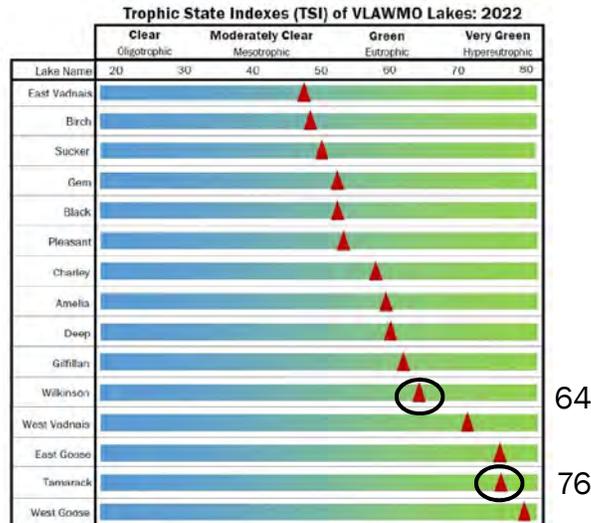
December 13, 2023
VLAWMO Board Meeting

**Background**

- VLAWMO authorized a feasibility for alum treatment in Tamarack and Wilkinson Lakes during 2023
- Barr Engineering completed the feasibility including sediment core sampling and lab analysis during 2023
- RCSWCD was a financial partner with VLAWMO for the feasibility
- Total cost: \$26,500
- RCSWCD contribution: \$17,000



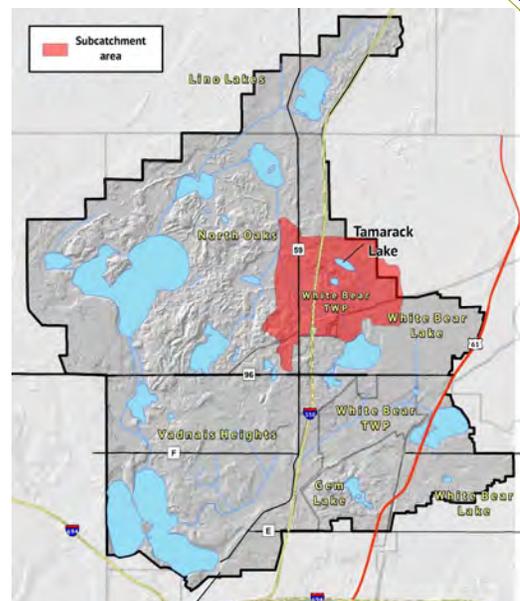
Background: Tamarack and Wilkinson Lakes



Tamarack Lake

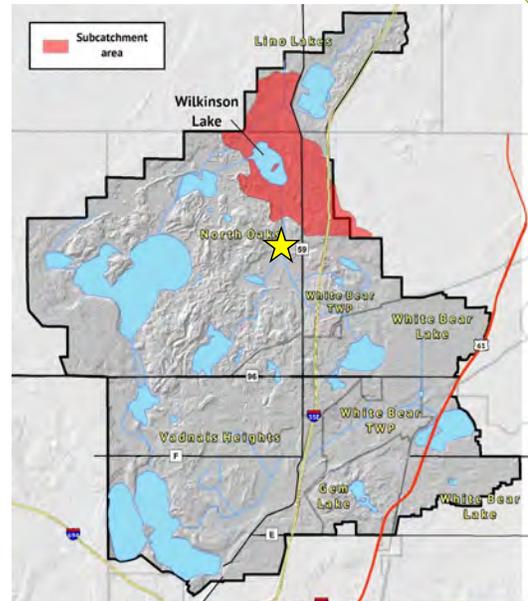
- Healthy buffer area
- Restoration work at Tamarack Nature Center completed, ongoing, and being maintained
- No recreational use
- Impaired for nutrients

- Surface area: 15 acres
- Subcatchment area: 1290 acres
- Average depth: 4-6 feet (max depth: 10 feet)



Wilkinson Lake

- Water flows through the lake in a fairly short time
- Recently completed deep-water wetland restoration at key regional location
- No/very low recreational use
- Impaired for nutrients
- Surface area: 105 acres
- Subcatchment area: 2973 acres
- Average depth: 3 feet



Recently completed regional project



Feasibility process

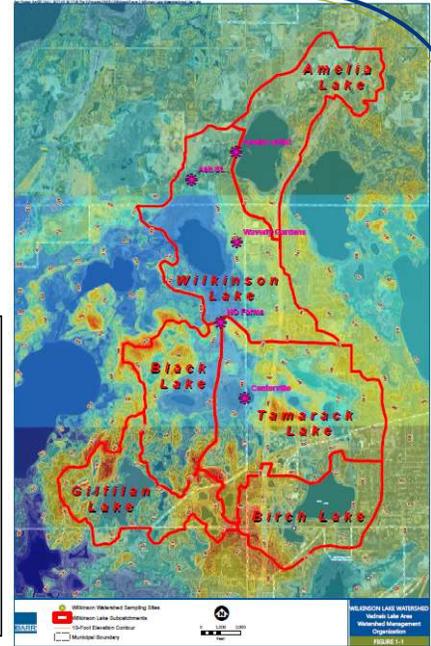
- Analyzed previous reports, modeling, monitoring data, lake morphology

Table 1-1 Lake Morphology and Watershed Characteristics

Parameter	Tamarack Lake	Wilkinson Lake
Open Water Surface Area (acres)	13	100
Average Depth (feet)	5	3
Maximum Depth (feet)	10	5
Residence Time (years)	not estimated	0.2
Direct, Overall Drainage Area (acres)	130, 130	2973 ^[1] , 4555 ^[2]

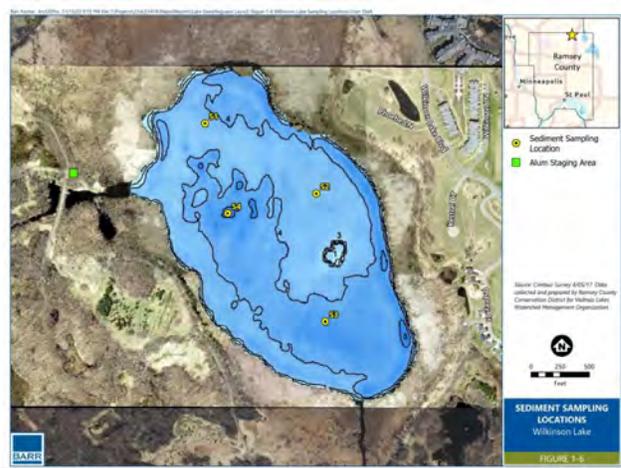
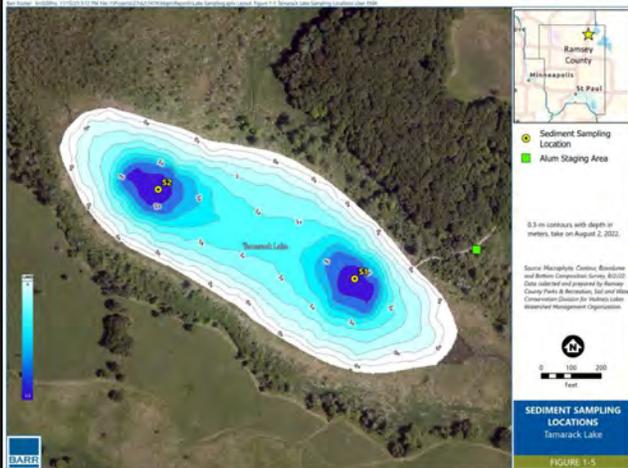
^[1]Based on Subwatershed ID#2007904 in TMDL Report (excludes lake surface area)

^[2]Based on Subwatershed ID#s 2007901, 2007903, and 2007904 in TMDL Report



Feasibility process

- Sediment core samples



Feasibility process

Table 1-2 Average Summer Water Quality (2013-22) and Shallow Lake Criteria Comparison

Water Body	Total Phosphorus Concentration (µg/L)	Chlorophyll-a Concentration (µg/L)	Secchi Disc Transparency (meters)
Tamarack Lake	167	121	0.38
Wilkinson Lake	134	32	0.97
MPCA Shallow Lakes Criteria	60	20	1.0

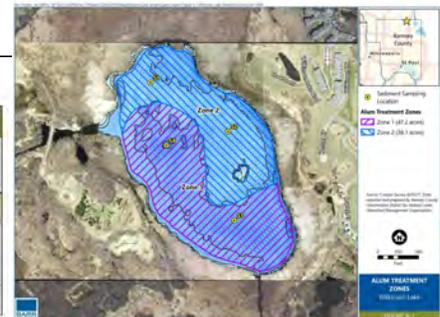
Feasibility process:

Used suite of information to develop recommendations

- Typically, in-lake alum treatments are effective for 15-20 years
- Shallow lakes may have shorter durations of effectiveness, depending on extent of watershed treatment
- Barr concluded that split applications of alum, combined with the extent of stormwater treatment in each lake watershed, are anticipated to provide an effective life of the alum treatment is greater than 10 years
- VLAWMO will be responsible for future maintenance

Table 4-1 Recommended Alum Dosing for Split Applications

Lake	First Application		Second Application		Lake Total	
	gallons alum	gallons sodium aluminate	gallons alum	gallons sodium aluminate	gallons alum	gallons sodium aluminate
Tamarack	3,770	1,885	3,770	1,885	7,540	3,770
Wilkinson Zone 1	19,070	9,535	19,070	9,535	60,830	30,415
Wilkinson Zone 2	11,345	5,673	11,345	5,672		
Treatment Total					68,370	34,185



Feasibility process: Project cost estimate as identified in Study

Table 4-2 Summary of Alum Treatment Costs

Description	Tamarack Lake		Wilkinson Lake	
	Phase 1	Phase 2	Phase 1	Phase 2
Chemical treatment contract	\$26,000	\$26,000	\$205,000	\$205,000
Engineering and treatment contracting support	\$4,000	\$4,000	\$10,000	\$10,000
Contingency (25%)	\$7,500	\$7,500	\$53,750	\$53,750
Totals	\$37,500	\$37,500	\$268,750	\$268,750
	\$75,000		\$537,500	

* Phase 1 – anticipated for Fall 2024 (pending Board approval and no other unforeseen issues arise)

Next steps

- Alum project phase 1 is anticipated in the approved VLAWMO budget and working budget for 2024
- Based on the Barr conclusion in Feasibility Study, the recommendation is to conduct the treatments in both lakes
- If the Board approves the feasibility study, then it is recommended to also consider authorizing the engineering scope as is included in the packet:



Next steps: Engineering scope includes

- Development of Spec. for the Project, Conduct bid process, provide technical review /recommendation of bidder, and provide construction oversight and inspection. Total Est. Project cost =\$28,000.
- VLAWMO staff work to acquire temporary access agreements with landowners (NOC and Ramsey County Parks)
- Anticipated Board authorize bid process in April
- Pending any unforeseen issues in the design or bid phase, the Board will select contractor in June
- Anticipated application of phase 1- Fall 2024



Proposed Board motion

Director _____ moves and Director _____ seconds to approve and finalize the Tamarack and Wilkinson alum feasibility study by Barr Engineering and authorize the engineering scope of services from Barr Engineering in the amount of \$28,000 with an additional 15% (\$4200) contingency if any unforeseen technical issues arise during design or inspection phase.



December 4, 2023

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

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

Dear Phil Belfiori:

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

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

Project Scope

The project includes the following work tasks:

1. Contract documents and administration

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

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

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

2. Treatment support and project closure

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

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

Estimated Cost and Schedule

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

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

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

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

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

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

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

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

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

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

Sincerely yours,
Barr Engineering Co.

By 

Nathan Campeau, P.E.
Vice President

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

By _____
Phil Belfiori
Its District Administrator

Attachments
Standard Terms—Professional Services



STANDARD TERMS—PROFESSIONAL SERVICES

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

Section 1: Our Responsibilities

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

Section 2: Your Responsibilities

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

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

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

Section 3: Reports and Records

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

Section 4: Compensation

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

Section 5: Disputes, Damage, and Risk Allocation

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

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

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

Section 6: Miscellaneous Provisions

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

End of Standard Terms

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To: VLAWMO Board of Directors

From: Phil Belfiori, Dawn Tanner, and Lauren Sampedro, with support from Rachel Olm from Houston Engineering, Inc. (HEI)

Date: December 6, 2023

Re: **VI. A. 2:** Board of Water and Soil Resources (BWSR) required update for VLAWMO's 10-year Comprehensive Watershed Management Plan: Summary of process, TEC and Subcommittee recommendations, and scope to conduct the 2-year update process with leadership and support from HEI

VLAWMO staff are organizing and scheduling the required 10-year Comprehensive Watershed Management Plan (WMP) update process. The new WMP will be effective 2027-2036. The Board of Water and Soil Resources (BWSR) provides a required structure and recommended timeframe for completion (~2 years). Reauthorization of the Joint Powers Agreement (JPA) that forms VLAWMO with our 6 member communities is also required to be completed for the same timeframe. The current JPA expires in 2026.

Houston Engineering, Inc. (HEI) has expertise in leading and supporting watersheds in the metro and statewide in conducting this required BWSR update process. HEI has provided, and worked with VLAWMO staff to revise, a scope to meet VLAWMO's needs to ensure that this process moves smoothly and meets the BWSR requirements. Rachel Olm from HEI is working with VLAWMO staff on this process and will be attending the December Board meeting. She will be available to respond to questions from the Board at that time. The negotiated scope is \$135,000, with a recommended 20% contingency (Attachment 1). The attached cost table shows the breakdown of hours by HEI for the duration of the WMP update (Attachment 2). The cost for the HEI scope is in the current 2024 budget and included in the draft 2025 budget. The attached timeline (Attachment 3) shows the anticipated schedule of activities included in the WMP update process.

At the November 8, 2023, TEC meeting, the TEC approved a recommendation to the Board for VLAWMO to enter into an agreement with HEI for a ~2-year scope to encompass WMP development and adoption for an anticipated \$140,000-\$180,000 and request that the Board authorize a resolution at the December Board meeting to initiate the update process. The VLAWMO Subcommittee has also provided a consensus recommendation to support the scope with HEI.

The attached PPT (Attachment 4) provides more information about the process. BWSR requires the Board to initiate the WMP update process through a formal resolution. The draft of the resolution required by BWSR to initiate the watershed plan development process is attached in the TEC packet (Attachment 5).

Requested Board action:

Director _____ moves and Director _____ Seconds:

1. approval of the Scope of Services with HEI for the VLAWMO Watershed Management Plan development (with non-material changes and upon advise of counsel) for a estimated cost of \$135,690, plus an addition at 20% contingency;
2. Approval the of Resolution 09-2023 to initiate the Watershed Plan development process (with non-material changes);
3. Approval of the 60-day notice letters to partners and review authorities and authorize letter distribution (with non-materials changes)

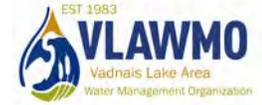
Attachments:

1. HEI Task order 2023-02 for WMP update process
2. HEI tasks by personnel and hours allocated
3. Timeline for WMP update process
4. PPT on WMP update process
5. Required resolution (Resolution 09-2023) to initiate WMP update process
6. 60-day input notice letters to partners and review authorities- (3 letters)

SCOPE OF SERVICES



Task Order No. 2023-02
Vadnais Lakes Area WMO



Watershed Management Plan Update

Houston Engineering Inc. (HEI) Project No.: R007057-0020

Task Order Purpose:

The project purpose is to complete an update of the 2016 Vadnais Lake Area Water Management Organization Comprehensive Watershed Management Plan (2017-2026). The “Plan Update” is required pursuant to Minnesota Statutes 103B and is intended to meet the requirements of Minnesota (MN) Rules Chapter 8410 and Minnesota Statutes 103B.

The purpose of this Task Order is to outline the technical, planning, and facilitation services needed to complete the Plan Update. The following tasks are anticipated.

Professional Services Rendered:

Phase I: Initiate

Phase I, Task 1: Prepare Framework

In preparation of the Plan Update, HEI will assist VLAWMO to initiate and receive feedback from the 60-day notification period as required in MN Rules 8410.0045. During this Task, HEI will assist VLAWMO by reviewing input for use in the Plan. This includes aligning responses with issues and sub-issues considered during the “Strategic Organizational Capacity Planning” (7057-0013) to identify commonalities and potential gaps.

During this Task, HEI will complete a review of information outlined below. Review of this information will form a preliminary outline for the Plan, describe issues impacting VLAWMO resources, identify gaps in information, and develop an annotated working bibliography of relevant information for use. This review includes:

1. Watershed Restoration and Protection Strategy Document (WRAPS) and
2. Groundwater Restoration and Protection Strategy (GRAPS).

This task will also gather the GIS data needed for creating maps for Plan products.

Phase II: Draft

The Strategic Organizational Capacity Planning created a valuable foundation for the Plan

SCOPE OF SERVICES



Task Order No. 2023-02
Vadnais Lakes Area WMO



Watershed Management Plan Update

Update by considering the relative importance of issues and how the VLAWMO should best invest time and resources to accomplish its mission through the Plan Update.

For each narrative section (listed as “Task”), this scope of services assumes the draft narrative section will be provided to the VLAWMO Administrator, who will in turn facilitate review and collate feedback from VLAWMO Staff into one unified document. One round of revisions based on unified VLAWMO staff comments will be made to each narrative section. Following revisions, the revised narrative section will be presented to the TEC / Partners (as needed) for comment. A second round of revisions based on TAC / CAC comments will be made to each narrative section. Finally, narrative sections will be provided to the VLAWMO Board of Directors for review and initial approval.

Phase II, Task 1: Write Introduction

HEI will create a preliminary plan outline as the foundation for plan development. This can be used as an informational tool at the initial planning meeting (required by MN Rules 8410.0045). HEI will present the outline to VLAWMO Administrator for feedback and make a revision based on unified VLAWMO comments. HEI also advise submitting the outline to legal counsel (as desired) for review to establish a common expectation for plan content, ensuring agreement and alignment with state requirements before too much work is completed.

HEI will then prepare the draft introduction plan section to summarize VLAWMO history, mission, and Plan purpose. This scope of services assumes the Plan introduction section will be developed based upon the existing Plan section. Implementation success made since previous Plan will be summarized through a review of the existing Plan and input on accomplishments received from VLAWMO Administrator.

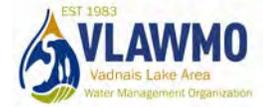
Phase II, Task 2: Write Land and Water Resources

Prepare draft *Land and Water Resources* summary. This plan section will include maps and/or discussions on the following (Per MN Rules 8410.0060 and BWSR Requirements): topography; soil; general geology; precipitation; surface water resources; water quality and quantity trends; groundwater resources; stormwater systems, drainage systems, and control structures; regulated pollutant sources and permitted wastewater discharges; fish and wildlife habitat and

SCOPE OF SERVICES



Task Order No. 2023-02
Vadnais Lakes Area WMO



Watershed Management Plan Update

rare and endangered species; water-based recreation areas; existing land uses and proposed development; and priority areas for wetlands. Maps will be created using GIS data aggregated during Phase I, Task 1, with a total of six maps assumed. One round of revisions on map format and content is assumed.

This scope of work assumes a summary of land and water resources will be drafted using existing data. No new hydrologic modeling or water quality data analysis is anticipated for purposes of this Plan Update.

Phase II, Task 3: Prioritize Issues and Write Issues Section

Based on data reviewed in Phase I, Task 1, HEI will draft narrative summaries for priority issues and sub-issues. This task includes aggregating and inventorying issues from review of existing data and reports and issues identified during the 60-day planning notification, both completed in Phase 1, Task 1. A survey will then be provided to the Board to understand and facilitate a workshop about the Board's priorities for the Plan. The final list of priority issues and plan section will summarize results from the 60-day planning notification, TEC and Partner meetings, the public, and Board meetings as a means of accruing stakeholder input on priority issues. This scope assumes the text summarizing priority issues is limited to three paragraphs long each.

Phase II, Task 4: Establish Goals Write Goals and Strategies Section

Measurable goals for priority issues are required by MN Rules 8410.0080 and must state what the goal should accomplish and allow for success or failure of the goal to be measured. During this task, measurable goals will be drafted for each priority issue. This task will also review and revise existing strategies currently supporting Plan goals. These strategies will ultimately form the backbone of the targeted action table (Phase II, Task 6).

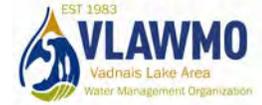
Phase II, Task 5: Write Core Activities and Programs Section

During this task, existing Plan text about core activities and programs will be updated. HEI will conduct minimal revisions to existing VLAWMO implementation program text and update table of Capital Improvement Projects (CIPs) using feedback from Partners as facilitated by the

SCOPE OF SERVICES



Task Order No. 2023-02
Vadnais Lakes Area WMO



Watershed Management Plan Update

VLAWMO Administrator. This scope of services assumes additional information about CIPs will be provided by VLAWMO Administrator (including schedule, anticipated cost).

Phase II, Task 6: Subwatershed Activities Section and Action Table

This task will draft the subwatershed activities section. Maps will be revised to reflect current data and VLAWMO priorities for specific resources.

During this task, HEI will draft a table of prioritized implementation actions, inclusive of each action's schedule, estimated cost, funding source, and implementation roles / responsibilities. This scope of work assumes the implementation action table will leverage the existing Implementation Schedule as template, and that the VLAWMO will provide input on action priority.

Phase II, Task 7: Write Implementation Roles; Amendments; and Impacts to Local Government

This scope of services assumes the "Amendments to Plan" section (MS Rule 8410.0140), and "local water plans" section (MS Rule 8410.0105 Subp.9) is developed based upon existing draft section with minor editorial revisions. During this task, an additional plan section will be drafted to summarize annual reporting and evaluation requirements (MS Rule 8410.0150).

Phase II, Task 8: Informal Review

During this task, HEI will develop a draft Executive Summary and compile the Plan appendices. HEI will compile all drafted and preliminarily approved (by the VLAWMO Board of Directors) plan sections of the Plan Update for full VLAWMO staff, TEC, and Partner review. This becomes the first full draft of the Plan Update. After the VLAWMO staff, TEC, and Partners have submitted comments to HEI using a Comment and Response table, the draft Plan will be revised, creating the second full draft of the Plan.

The second draft will be presented to the VLAWMO Board of Directors for discussion and initial approval (pending necessary revisions) at a Board Workshop. Upon receipt of comments from the Board of Directors, HEI will implement revisions and prepare a third draft of the Plan

SCOPE OF SERVICES



Task Order No. 2023-02
Vadnais Lakes Area WMO



Watershed Management Plan Update

Update, encompassing input received from VLAWMO staff, TEC/ Partners, and the Board of Directors. This draft will form the Formal Review Plan Update Draft.

Phase III: Review

HEI will provide electronic copies of the Formal Review Plan Update Draft to the VLAWMO Administrator for a 60-day review and comment period and 90-day BWSR review.

Phase III, Task 1: Implement 60-day Review and Comment Period

Following the 60-day review, HEI will develop a table to manage and summarize comments received during the formal review and draft responses to each comment for Board approval. This scope of services assumes the VLAWMO Administrator will transmit copies of responses to all parties at least 10 days before public hearing.

HEI will prepare a PowerPoint presentation and attend a public hearing arranged and facilitated by the VLAWMO. The public hearing must be no sooner than 14 days after the 60-day review period. This scope of services assumes a record of public hearing will be provided by the VLAWMO. Cost for attendance in public hearing is included in Phase IV: Meetings and Project Management.

HEI will tabulate and summarize comments received during the public hearing and formulate draft responses to each comment with an explanation of why the comment did or did not result in a plan revision. The VLAWMO Administrator and/or Board of Directors will then review and revise or approve comments and associated responses. The responses will become part of the public record and be used to document due diligence in responding to public input. The responses will be provided to BWSR to support approval. Changes and edits to the Formal Review Plan Update Draft to address comments from the 60-day notification and public hearing will be made as one full plan revision. This now becomes the Final Draft of the Plan Update.

Phase III, Task 2: Implement 90-day BWSR Review

During this task, HEI will prepare and compile the Final Draft of the Plan Update for BWSR 90-day review.

SCOPE OF SERVICES



Task Order No. 2023-02
Vadnais Lakes Area WMO



Watershed Management Plan Update

Phase IV: Meetings and Project Management

HEI will attend and participate in meetings to engage stakeholders in the Plan Update. HEI intends to provide the following professional services during the completion of this Phase:

- Prepare materials for and attend four (4) TEC or Partner meetings. This scope of services assumes 1 HEI staff member present at each meeting and preparation of a PowerPoint presentation per meeting.
- Attend 12 virtual progress meetings with VLAWMO staff. This scope of services assumes 1 HEI staff member present at each meeting and assumes meeting time is 2 hours long each. This scope of services assumes no meeting material preparation.
- Prepare materials for and attend four (4) Board meetings or Board Workshop meetings. This scope of services assumes the HEI Project Manager will be present at each meeting and includes resources to prepare 1 PowerPoint presentation for each meeting.
- Prepare materials for and attend 1 public hearing. This scope of services assumes the HEI Project Manager will be present.

Deliverables:

The deliverables for the Task Order consist primarily of:

- Preliminary draft of Plan Update for VLAWMO staff, TEC, Partner, and legal counsel review with one revision;
- Second draft for Board of Directors review with one revision, forming the Formal Review Plan Update Draft;
- Final Draft of the Plan Update for BWSR approval;
- Final copy of Plan Update for VLAWMO Board Adoption and associated electronic documents for posting on web site or mailing on compact disk; and
- Maximum of 21 meetings.

SCOPE OF SERVICES



Task Order No. 2023-02
Vadnais Lakes Area WMO



Watershed Management Plan Update

Schedule and Compensation:

We estimate a cost of **\$135,690** for services described within this task order. HEI shall not exceed this amount for the completion of this work without prior authorization from VLAWMO. The services are estimated to be completed by May 2026.

Assumptions:

The estimated compensation for the execution of the tasks identified within the "Professional Services Rendered" section of this Task Order is based upon the following assumptions:

1. VLAWMO will lead review and coordination of city comprehensive plans and TMDLs
2. HEI will coordinate and receive compiled input from the VLAWMO through the Administrator in one unified document.
3. Administrator will coordinate with HEI staff to obtain information about the estimated amount of funding that goes toward addressing each prioritized issue.
4. VLAWMO is responsible for meeting minutes and arranging meeting logistics (time, location, facilities, etc.).

SIGNATURES:

The services described by this Task Order are being provided in accordance with the Professional Services Agreement between the Vadnais Lakes Area Water Management Organization and Houston Engineering dated May 6, 2021. This Task Order shall be effective **December 13, 2023** as authorized by the signatures of representatives of the Vadnais Lakes Area Water Management Organization and Houston Engineering, Inc.

VLAWMO

Houston Engineering, Inc.

By: _____

By: _____

Name: Phil Belfiori

Name: _____

Title: Administrator

Title: _____

SCOPE OF SERVICES



**Task Order No. 2023-02
Vadnais Lakes Area WMO**



Watershed Management Plan Update

Date: _____

Date: November 14, 2023

**ESTIMATED BUDGET Attachment 2
VLAWMO WATERSHED MANAGEMENT PLAN UPDATE**

Date Prepared: November 9, 2023
Prepared by: RMO

Total Estimated Labor **\$134,690**
Total Estimated Expenses **\$1,000**
Total Estimated Budget **\$135,690**

TASK DESCRIPTION	Project Manager	Client Manager	Scientist II	GIS Specialist	Clerical	Total	
						Hours	Dollars
						RO	CO
PHASE I - INITIATE	28	2	22	8	0	60	\$10,400
Prepare Framework	28	2	22	8	0	60	\$10,400
Gather the GIS data needed for creating maps and completing spatial analysis for plan products	4			8		12	\$2,108
Assist w 60-day letter; Compile and review responses to 60 day notification	4		6			10	\$1,656
Assist with Initiative phase for public outreach planning efforts	12					12	\$2,268
Gather and review previous reports, studies, plans (inc. city comp plans, TMDLs, Future Conditions Model)	8	2	16			26	\$4,368
PHASE II - DRAFT	164	32	234	68	30	528	\$88,334
Task 1: Write Introduction Section	14	4	20	4	0	42	\$7,234
Prepare draft Plan Outline	2		4			6	\$978
Summarize success from previous plan	4	2				6	\$1,212
Write and present Draft to District	4	2	10	4		20	\$3,388
Revise based on District Comment	2		4			6	\$978
Revised based on TEC/ Partner / Board feedback	2		2			4	\$678
Task 2: Write Land and Water Resources	18	4	44	36	0	102	\$16,998
Write text and present Draft to District	8	4	28	16		56	\$9,328
Incorporate monitoring data into the text; Develop surface water protection / restoration maps	2		12	20		34	\$5,558
Revise based on District Comment	4		4			8	\$1,356
Revised based on TEC/ Partner / Board feedback	4					4	\$756
Task 3: Write Issues Section of the Plan	24	0	36	8	0	68	\$11,288
Summary of info sources (60 day, strategic direction)	2		4			6	\$978
Survey for Board and stakeholders	6		8			14	\$2,334
Prepare text describing priority issues and plan section	8		20	8		36	\$5,864
Revise based on District Comment	4		4			8	\$1,356
Revised based on TEC/ Partner / Board feedback	4					4	\$756
Task 4: Write Goals and Strategies Section	24	4	32	0	0	60	\$10,248
Develop measurable goals	4	4	8			16	\$2,868
Develop strategies and actions for priority issues	8		20			28	\$4,512
Revise based on District Comment	8		4			12	\$2,112
Revised based on TEC/ Partner / Board feedback	4					4	\$756
Task 5: Core Activities and Programs Section	18	4	16	4	0	42	\$7,390
Revise existing text	8	2	8	4		22	\$3,844
Capital Improvements / projects table	4	2	4			10	\$1,812
Revise based on District Comment	4		4			8	\$1,356
Revised based on TEC/ Partner / Board feedback	2					2	\$378
Task 6: Subwatershed Activities Section and Targeted Table	24	6	40	16	0	86	\$14,608
Subwatershed maps and summaries using input from previous tasks	4	2	16	12		34	\$5,640
Action table	6		12			18	\$2,934
Write and present Draft to District	8	4	8	4		24	\$4,300
Revise based on District Comment	4		4			8	\$1,356
Revised based on TEC/ Partner / Board feedback	2					2	\$378
Task 7: Implementation and Roles, Amendments, Impacts to Local Govt	12	2	14	0	0	28	\$4,824
Administration	4	2	4			10	\$1,812
Annual reporting and evaluation	2		4			6	\$978
Amendments and Local Govt	2		6			8	\$1,278
Revise based on District Comment	2					2	\$378
Revised based on TEC/ Partner / Board feedback	2					2	\$378
Task 8: Internal (Informal) Review	30	8	32	0	30	100	\$15,744
Executive Summary	4		8			12	\$1,956
Appendices	2		4			6	\$978
Internal Revision (District, Partners, TEC at same time)	20	4	20		30	74	\$11,142
Internal Revision (Board)	4	4				8	\$1,668
PHASE III - REVIEW	16	0	40	0	0	56	\$9,024
Task 1: 60-day Review and Comment Period	16	0	40	0	0	56	\$9,024
Prepare distribution letter						0	\$0
Comment / Response Table	8		20			28	\$4,512
Make final revisions to plan and finalize	8		20			28	\$4,512
Task 2: 90-day BWSR Approval	0	0	0	0	0	0	\$0
Prepare distribution letter						0	\$0
PHASE IV: Meetings and Project Management	128	10	0	0	4	142	\$26,932
Meetings	108	10	0	0	4	122	\$23,152
TEC and Partner Meetings (4 meetings)	32	2			4	38	\$6,964
Progress Meetings with Staff (12 meetings)	36	4				40	\$7,716
Board Meetings (4 meetings)	32	4				36	\$6,960
Public Hearing	8					8	\$1,512
BWSR Board Meeting						0	\$0
Project Management	20	0	0	0	0	20	\$3,780

Total Estimated Labor **\$134,690**
Total Estimated Expenses **\$1,000**
Total Estimated Cost **\$135,690**

VI. A. 2. 5.

Attachment 4

Comprehensive Watershed Management Plan:

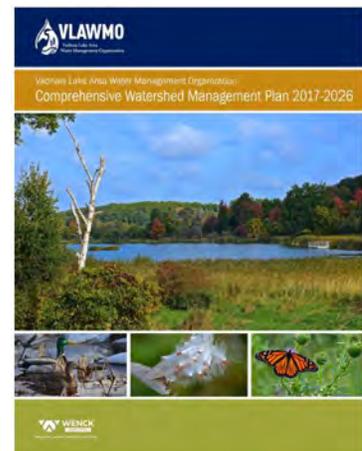
General workplan and framework for new plan development for 2027-2036

December 13, 2023
VLAWMO Board Meeting



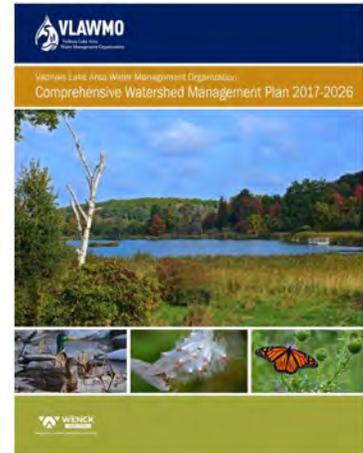
Background

- VLAWMO is nearing the end of the current Plan (2017-2026)
- Plan is a Board of Water and Soil Resources (BWSR) requirement
- Plan process is structured and approved by BWSR
- TEC, Board, municipalities, watershed partners, BWSR, and other State agencies are stakeholders in process
- A current Plan and project identification by subwatershed is required for grant eligibility for projects



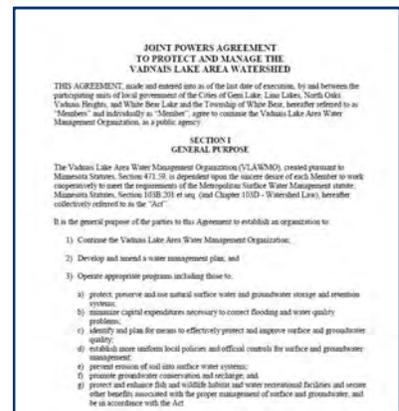
Background

- Plan development steps are specified by BWSR
- Estimated timeframe required is ~2 years
- Frequent check-ins and stakeholder involvement are key
- TEC role in development of the watershed plan per the VLAWMO JPA is to advise and provide recommendations to the Board for development of key sections of the Plan
- Beginning early in 2024, draft Plan development items will be included at several TEC meetings until new Plan is completed



Background

- Joint Powers Agreement (JPA), which is signed by all member municipalities, is also a requirement for renewal as part of this process
- Current JPA expires in 2026
- Will need reauthorization by each Council and signature by each Mayor (or Chair for WB Township) and City Clerk

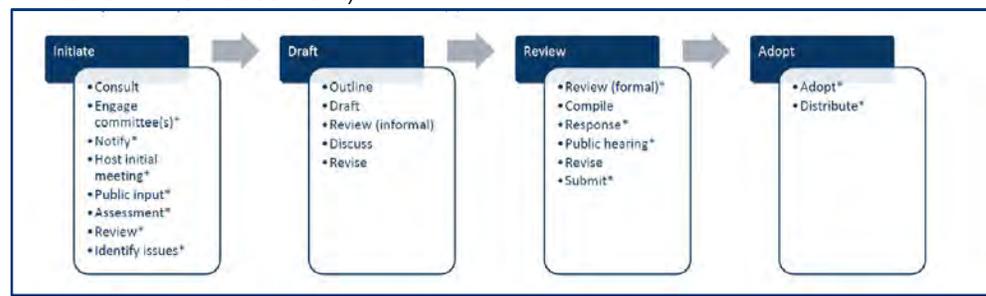


Background

- Annual meetings with partners inform project planning and spreadsheet updates shared with TEC previously
- Minor amendments are method for incorporating new projects or project modifications that may be identified after the Plan is completed
- VLAWMO's most recent amendment was completed in 2022

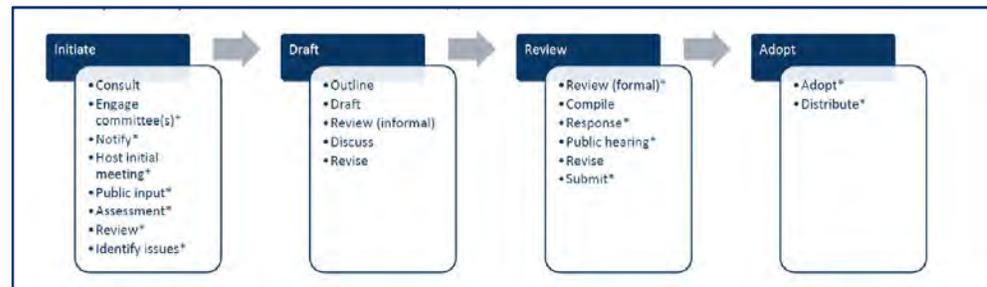
Plan development steps

- BWSR provides a 4-phase, 21-step process that Metro WDs and WMOs are required to use
- VLAWMO staff will provide an explanation of steps as the process continues
- More details can be shared with any TEC member at this time if requested (VLAWMO staff will email BWSR document)



Plan development steps: 4 phases

1. Initiate the update process
2. Draft plan
3. Formal review and approval
4. Plan adoption, production, and distribution



Houston's role in consulting and development

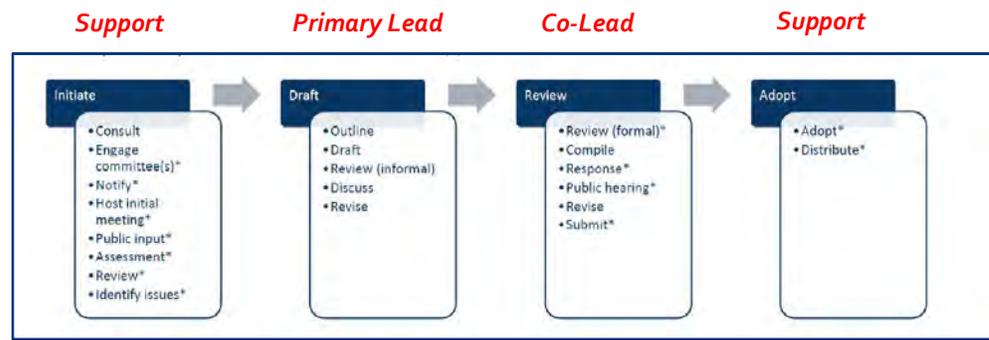
- Rachel Olm has been assisting in development and presented to the TEC at the November meeting
- Rachel assisted VLAWMO and guided the 2021 Strategic Direction Process
- That process:
 - Identified gaps in current programming
 - Informed policy updates
 - Resulted in an updated project table vetted by the TEC and Board for the 2022 minor amendment
- Rachel and HEI team have prepared a scope to assist VLAWMO in the Plan process

Rachel's Background

- Leads HEI's watershed planning services
- Project Manager in two recent metro watershed plan updates
 - Rice Creek Watershed District
 - Mississippi Watershed Management Organization
- Project Manager/Facilitator for 13 other watershed plans as part of BWSR's One Watershed, One Plan

Houston's role in consulting and development

- Scope of work based on Minnesota Rule 8410 requirements
- Builds off 2021 Strategic Direction process



HEI Scope of Work for Plan Development (see attachment 1 and 2)

- Process will be distributed over ~2 years and end with formal adoption of the Plan
- Will include assistance with each step, writing and assisting with review of major sections of the Plan development, and analysis of strategic efforts with TEC and Board
- Amount in draft scope is included in the 2024 and 2025 VLAWMO budgets (approved for 2024 and draft for 2025)
- Scope recommendation for cost: \$135,000 + an additional 20% contingency- *(will need to be responsive to any unforeseen comments from reviewers)*

Upcoming short-term next steps

Phase 1: Initiate the update process

1. Consult (with BWSR): Begun informally by VLAWMO staff; was formally initiated on November 16, 2023
2. *Required Board action: Resolution to start process (Dec. Board)
See draft resolution 09- 2023 (Attachment 5) in packet
3. Advisory committee: TEC will be an important component
4. Notify to entities of update process initiation (required 60-day window for providing input)- **Attachment 6- 3 letters depending which entity**
5. Initial planning meeting (anticipated as a “special” board mtg./workshop before the April VLAWMO Board meeting) : includes feedback received during notice Public input
6. Assessment
7. Review
8. Identify priority issues

Proposed Board action as recommended by the TEC and Board Subcommittee

Director _____ moves and Director _____ Seconds:

1. approval of the Scope of Services with HEI for the VLAWMO Watershed Management Plan development (with non-material changes and upon advise of counsel) for a estimated cost of \$135,690, plus an addition at 20% contingency;
2. Approval the of Resolution 09-2023 to initiate the Watershed Plan development process (with non-material changes);
3. Approval of the 60-day notice letters to partners and review authorities and authorize letter distribution (with non-material changes)

Resolution 09-2023

A RESOLUTION TO UPDATE THE VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION (VLAWMO)'S 10-YEAR COMPREHENSIVE WATERSHED MANAGEMENT PLAN.

Whereas, Minnesota Statutes Chapter 103B.231 of the Metropolitan Surface Water Management Act (Act), requires metropolitan water management organizations (WMOs) to develop and adopt a watershed management plan, and

Whereas, the Act requires that WMOs update their watershed management plan at least once every 10 years after the original watershed management plan is approved, and

Whereas, the updated watershed management plan must contain the elements described in Minnesota Rules 8410.0050-140, and

Whereas, the VLAWMO has determined that the update and continued implementation of a watershed management plan will help promote the health and welfare of its citizens.

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

Be it Resolved that the VLAWMO will coordinate its efforts in the update of its plan with the contiguous WDs/WMOs and counties conducting water planning and implementation under sections 103B.101 and 103B.301 to 103B.355.

Be it Further Resolved that the VLAWMO Board of Directors authorizes the establishment of an advisory committee(s) to provide recommendations to the VLAWMO Board on revisions and updates to the plan.

Be it Further Resolved that the VLAWMO Board of Directors delegates the VLAWMO staff the responsibility of coordinating, assembling, writing and implementing the watershed management plan pursuant to M.S. 103B.231.

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>
<i>Dan Jones</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>John Shuman</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Katherine Doll</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Kanne</i>			
<i>Jim Lindner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James Lindner, Chair

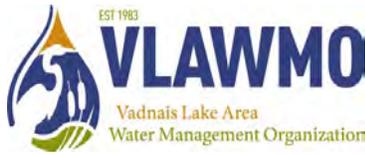
Date

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 13th day of December 2023, with the original thereof on file in my office.

WITNESSED BY the Watershed Administrator this 13th day of December 2023.

Phil Belfiori, Administrator



Attachment 6 –
letter 1 of 3

Date: [Following Dec. Board]

To: Plan Review Agencies

Cc: Metropolitan Council
MN Department of Agriculture
MN Department of Health
MN Department of Natural Resources
MN Pollution Control Agency
MN Board of Water and Soil Resources

Re: Notification of Watershed Management Plan Update Initiation & Request for Information Pursuant to MN Rules 8410.0045, Subpart 3

The Vadnais Lake Area Water Management Organization (VLAWMO) is planning to undertake development of a new 10-year Comprehensive Watershed Management Plan (WMP) at this time. Pursuant to MN Rules 8410.0045, Subpart 3, VLAWMO is required to provide notice of this effort to the plan review agencies identified in MN Rules 8410.0020, Subpart 15a.

VLAWMO has taken formal actions in consulting with BWSR, providing information to the VLAWMO Technical Commission (TEC) and Board, and the VLAWMO Board authorized the resolution to initiate the update process at the regular Board meeting on December 13, 2023. The VLAWMO WMP and Joint Powers Agreement (JPA) will both be updated through this process over the next ~2 years. VLAWMO's current WMP expires on September 28, 2026. The new WMP will cover the timeframe of 2027-2036.

VLAWMO's current WMP is located: <https://www.vlawmo.org/about/why-water-matters/>

VLAWMO requests that all plan review agencies provide management expectation for the plan review agency's priority issues, summaries of relevant water management goals, and water resource information. Information submitted under this request will be accepted throughout the 60-day comment period. Please submit your written comments no later than [DATE] to:

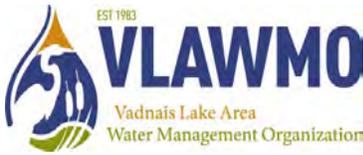
Dawn Tanner, VLAWMO
800 East County Road E
Vadnais Heights, MN 55127
dawn.tanner@vlawmo.org

Written notification of the date, time and location of VLAWMO's initial planning meeting required by MN Rules 8410.0045, Subpart 5 will be provided later. Currently, the meeting is tentatively scheduled for April 24, 2024.

Thank you for your involvement in this process and dedication to improving our water resources.

Sincerely,

Phil Belfiori
VLAWMO Administrator



Attachment 6 –
letter 2 of 3

Date: [Following Dec. Board]

To: Local Plan Review Authorities

Cc: Anoka County, Anoka SWCD, City of Gem Lake, City of Lino Lakes, City of North Oaks, City of Vadnais Heights, City of White Bear Lake, MN Department of Transportation, Ramsey County, Ramsey County SWCD, White Bear Township

Re: Notification of Watershed Management Plan Update Initiation & Request for Information Pursuant to MN Rules 8410.0045, Subpart 4

The Vadnais Lake Area Water Management Organization (VLAWMO) is planning to undertake development of a new 10-year Comprehensive Watershed Management Plan (WMP) at this time. Pursuant to MN Rules 8410.0045, Subpart 4, VLAWMO is required to provide notice of this effort to each county, city, township, and soil and water conservation district wholly or partly within the organization, and to known stakeholders including the Minnesota Department of Transportation.

VLAWMO has taken formal actions in consulting with BWSR, providing information to the VLAWMO Technical Commission (TEC) and Board, and the VLAWMO Board authorized the resolution to initiate the update process at the regular Board meeting on December 13, 2023. The VLAWMO WMP and Joint Powers Agreement (JPA) will both be updated through this process over the next ~2 years. VLAWMO's current WMP expires on September 28, 2026. The new WMP will cover the timeframe of 2027-2036.

VLAWMO's current WMP is located: <https://www.vlawmo.org/about/why-water-matters/>

VLAWMO requests that all local plan review authorities provide input on local water-related issues, water management goals, official controls, and programs. Information submitted under this request will be accepted throughout the 60-day comment period. Please submit your written comments no later than [DATE] to:

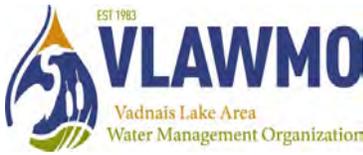
Dawn Tanner, VLAWMO
800 East County Road E
Vadnais Heights, MN 55127
dawn.tanner@vlawmo.org

Written notification for VLAWMO's initial planning meeting required by MN Rules 8410.0045, Subpart 5 will be provided later. The meeting is tentatively scheduled for April 24, 2024.

Thank you for your involvement in this process and dedication to improving our water resources.

Sincerely,

Phil Belfiori
VLAWMO Administrator



Attachment 6 –
letter 3 of 3

Date: [Following Dec. Board]

To: Local Plan Review Authorities

CC: Ramsey-Washington Metro WD, Saint Paul Regional Water Services, Rice Creek WD

Re: Notification of Watershed Management Plan Update Initiation & Request for Information Pursuant to MN Rules 8410.0045, Subpart 6

The Vadnais Lake Area Water Management Organization (VLAWMO) is planning to undertake development of a new 10-year Comprehensive Watershed Management Plan (WMP) at this time. Pursuant to MN Rules 8410.0045, Subpart 6, the District is required to identify and consider all relevant plans and programs in setting priority issues and must coordinate its planning activities with contiguous organizations and with counties and cities conducting water planning within its boundaries.

VLAWMO has taken formal actions in consulting with BWSR, providing information to the VLAWMO Technical Commission (TEC) and Board, and the VLAWMO Board authorized the resolution to initiate the update process at the regular Board meeting on December 13, 2023. The VLAWMO WMP and Joint Powers Agreement (JPA) will both be updated through this process over the next ~2 years. VLAWMO's current WMP expires on September 28, 2026. The new WMP will cover the timeframe of 2027-2036.

VLAWMO's current WMP is located: <https://www.vlawmo.org/about/why-water-matters/>

VLAWMO requests that your organization provide it with information about your programs and/or contained within your management plans that may be relevant to water planning within Vadnais Lake Area Watershed. Information submitted under this request will be accepted throughout the 60-day comment period. Please submit your written comments no later than [DATE] to:

Dawn Tanner, VLAWMO
800 East County Road E
Vadnais Heights, MN 55127
dawn.tanner@vlawmo.org

Written notification of the date, time and location of VLAWMO's initial planning meeting required by MN Rules 8410.0045, Subpart 5 will be provided later. Currently, the meeting is tentatively scheduled for April 24, 2024.

Thank you for your involvement in this process and dedication to improving our water resources.

Sincerely,

Phil Belfiori
VLAWMO Administrator

To: VLAWMO Board
From: Phil Belfiori, Administrator
Date: December 6, 2023
Re: **VI. A. 3. 2023 Fund Balance Carry Over and 2024 “Working” Budget**

The purpose of the memo is to provide the VLAWMO Board with background and recommendations related to the proposed 2023 fund balance /2024 carry over and “working” budget. The following information in this memo is meant to be read in concert with the Attached table to outline and summarize the recommended proposed fund balances and carry over amounts.

Background -Fund Balance and Carryover included in 2024 approved budget adopted by Board in June 2023

The June 2023 meeting budget materials included a projected / predicted VLAWMO expenditure of \$1,276,112 in 2023 which would utilize a predicted range of between \$100,000 -\$400,000 of fund balance carryover in 2023. The June 2023 budget materials also identified a predicted total 2023 fund balance at year end (carryover from 2023 to 2024) in the range of Apx. \$800,000 – \$1,300,000.) (This is the Grey cell in Attachment)

The approved 2024 budget (approved at the June 2023 Board meeting) then utilized \$791,380 of fund balance carryover (assuming entire budget is spent) to implement budgeted 2024 operations, projects and programs. (This is the Grey cell in Attachment).

Updated projected Fund balance and Carryover based on November 2023 TEC Financial report

Upon analysis of the November 2023 financial report, the updated estimated 2023 year end fund balance (carryover from 2023 to 2024) is tracking slightly higher than the projected 2023 overall fund balance carry over from the June Board meeting. This slightly higher projected 2023 year end fund balance is due to slightly less actual to date expenditures in 2023 than was predicted. **The predicted total year end fund balance based on actual 2023 year to date expenditures is anticipated to be between \$1,150,000 – \$1,450,000 given entire budget is not anticipated to be spent.** (This is the Grey cell in Attachment).

Summary of Proposed Fund Balance Carry Over into 2024

Table 1 (below) provides a summary of the proposed fund balance carry over going into 2024 which is including the \$791,380 carry over (assuming entire budget spent) included in the approved 2024 Budget as was adopted by the Board in June 2023 **and** the additional proposed fund balance carry over incorporated into the 2024 “working” budget of \$193,062 (for a total revised proposed fund balance carry over from 2023 to 2024 of \$984,442- assuming entire budget is spent).

Several factors including but not limited to project timing, construction prices, weather, and change in partners priority project funding are some of the reasons that a more likely range of predicted use of carry over of \$300,000- \$800,000 is anticipated for 2024 and therefore the end of 2024 fund balance range between \$600,000 – \$1,100,000.

The \$984,442 would now be considered “committed” for 2024 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 2023 (and going forward into 2024), the “unrestricted” fund

balance in the General fund should be in more than the minimum the required which is 35% of the 2024 budgeted expenditures as is identified in the VLAWMO Fund Balance Policy.

Table 1. Summary of Fund Balance Carry Over -

Fund Name and Description	Approved "working" 2023 Budget (from Board action on Dec. 2022)	TOTAL Predicted Year End 2023 Fund Balance amount (from 2023 to 2024-apx. range).	Proposed Carry Over "committed" Funds (into 2024 "working" budget) and Purpose	TOTAL Rough est./Projected Year End 2024 Fund Balance amount (from 2024 to 2025-apx. range)
General Fund - Fund 3.1. Operations and Administration	\$709,883	\$1,150,000 – \$1,450,000 (Estimate)	\$27,000 Engineering and/or pool firms to implement technical assistance tasks: approved watershed plan amendment projects, planning, feasibility studies, unanticipated technical work to date. Auditor costs based on approved proposal for 2023 Audit.	\$600,000-\$1,100,000 (Estimate)
General Fund - Fund 3.2. Monitoring and Studies	\$47,000		\$15,000 Required work to update Watershed plan. Possible work with Rotary Park or next phase wetland restoration /feasibility study.	
General Fund - Fund 3.3. Education and Outreach	\$38,500		\$2,000 Carrying over into 2023 re: approved website updated	
General Fund -Fund 3.4. Capital Improvement Projects and Programs	\$821,067		\$940,442 The approved 2024 budget (approved at the June 2023 Board meeting) already included utilizing <u>\$791,380</u> of fund balance carry over to implement the 2024 Capital Improvement Projects and Programs. The proposed 2024 "working" budget now proposes an additional <u>\$149,062</u> of additional fund balance carry over for a total Proposed Carry Over "committed" Funds (into 2024 "working" budget) of <u>\$940,442</u> . For implementation of the proposed projects in several subwatersheds including: Wilkinson Lake BMPs /studies, Wilkinson & Tamarack Alum, City of Lino Lakes partnership, North Oaks Company partnership, Polar Lakes Park Reuse, City of Gem Lake partnerships, E. Vadnais Lake subshed resiliency study /partners projects, Level 1/ 2 and SHG cost-share	

			partnership projects, and those proposed projects identified in the approved 2024 budget.	
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Subcommittee Recommendation from November 2023 meeting

The VLAWMO subcommittee discussed this item at their meeting in November and upon further discussion reached consensus to recommended the proposed working budget as identified in Attachment 2 and Resolution 10-2023 to the full Board,

Requested Board Action

Director _____ moves and Director _____ seconds approval of resolution 10- 2023

Attachments:

1. PowerPoint
2. Draft 2024 Fund Balance & Carry Over /"working" Budget
3. Resolution 10-2023

VI. A. 3.
Attachment 1

VLAWMO Board Meeting Consideration of 2023 Fund Balance and 2024 Carry Over / “working” budget

December 13, 2023



1

Background - Fund Balance and Carry over included in 2024 approved budget adopted by Board in June 2023

- At the June 2023 meeting, the Board approved the 2024 budget which identified two key elements as related to the proposed fund balance carryover
- Projected a remaining year end 2023 fund balance in the range of \$800,000 - \$1,300,000.
- The approved 2024 budget then utilized a predicted range of between \$300,000 - \$800,000 of the “unassigned” fund balance fund to implement budgeted 2024 operations, projects and programs.



Background - Updated projected Fund balances based on November TEC Financial report

- Upon analysis of the November 2023 financial report, the updated 2023 year end fund balance range (carryover from 2023 to 2024) is tracking slightly higher than the projected 2023 overall fund balance range from the June 2023 Board meeting. (from a projected range of \$800,000 - \$1,300,000 to a projected range of \$1,150,000 - \$1,450,000)
- This slightly higher projected 2023 year end fund balance range is the result of higher than anticipated unspent 2023 expenditures in several funds including (but not limited to) the Wilkinson Lake Deep Water BMP project, Spent Lime Demo. Project, and E. Vadnais Subshed flooding project partnership and resiliency planning, and the level 2 cost share program.



Summary of Proposed Fund Balance Carry Over into 2024

- The Proposed fund balance carry over as going into 2024 includes:
 1. **\$791,380** - the carry over included in the approved 2024 Budget as was adopted by the Board in June 2023 (assuming entire budget is spent)
- and**
- 2. **\$193,062** - the additional proposed fund balance carry over incorporated into the 2024 “working” budget
- For a total estimated proposed fund balance carry over from 2023 to 2024 of **\$984,442**. (would now be considered “committed” for 2024 per the approved VLAWMO Fund Balance Policy.)
- **Several factors including but not limited to project timing, construction prices, weather, and change in partners priority project funding are some of the reasons that a more likely range of predicted use of carry over of between \$300,000- \$800,000 is anticipated for 2024 and therefore the end of 2024 total fund balance range is anticipated between \$600,000 – \$1,100,000.**
- the anticipated “unrestricted” fund balance in the General fund will be within required range of 35 - 50% per the VLAWMO Fund Balance Policy going into 2024 and 2025.



Proposed Fund Balance Carry Over – From Table 1 in memo				
Fund Name and Description	Approved “working” 2023 Budget (from Board action on Dec. 2022)	TOTAL Predicted Year End 2023 Fund Balance amount (from 2023 to 2024- apx. range).	Proposed Carry Over “committed” Funds (into 2024 “working” budget) and Purpose	TOTAL Rough est./Projected Year End 2024 Fund Balance amount (from 2024 to 2025- apx. range)
General Fund - Fund 3.1. Operations and Administration	\$709,883	\$1,150,000 – \$1,450,000 (Estimate)	\$27,000 Engineering and/or pool firms to implement technical assistance tasks: approved watershed plan amendment projects, planning, feasibility studies, unanticipated technical work to date. Auditor costs based on approved proposal for 2023 Audit.	\$600,000- \$1,100,000 (Estimate)
General Fund - Fund 3.2. Monitoring and Studies	\$47,000		\$15,000 Required work to update Watershed plan. Possible work with Rotary Park or next phase wetland restoration /feasibility study.	
General Fund - Fund 3.3. Education and Outreach	\$38,500		\$2,000 Carrying over into 2023 re: approved website updated	

Proposed Fund Balance Carry Over – From Table 1 in memo				
Fund Name and Description	Approved “working” 2023 Budget (from Board action on Dec. 2022)	TOTAL Predicted Year End 2023 Fund Balance amount (from 2023 to 2024- apx. range).	Proposed Carry Over “committed” Funds (into 2024 “working” budget) and Purpose	TOTAL Rough est./Projected Year End 2024 Fund Balance amount (from 2024 to 2025- apx. range)
General Fund -Fund 3.4. Capital Improvement Projects and Programs	\$821,067		\$940,442 The approved 2024 budget (approved at the June 2023 Board meeting) already included utilizing <u>\$791,380</u> of fund balance carry over to implement the 2024 Capital Improvement Projects and Programs. The proposed 2024 “working” budget now proposes an additional <u>\$149,062</u> of additional fund balance carry over for a total Proposed Carry Over “committed” Funds (into 2024 “working” budget) of <u>\$940,442</u> . For implementation of the proposed projects in several subwatersheds including: Wilkinson Lake BMPs /studies, Wilkinson & Tamarack Alum, City of Lino Lakes partnership, North Oaks Company partnership, Polar Lakes Park Reuse, City of Gem Lake partnerships, E. Vадnais Lake subshed resiliency study /partners projects, Level 1/ 2 and SHG cost-share partnership projects, and those proposed projects identified in the approved 2024 budget.	

VLAWMO Subcommittee Recommendation and Requested Board Action

- The VLAWMO subcommittee discussed this item at their meeting in November and upon further discussion reached consensus to recommended the proposed working budget as identified in Attachment 2 and Resolution 10-2023 to the full Board

Requested Board Action

Director _____ moves and Director _____ seconds approval of resolution 10- 2023



2024 Fund Balance Carryover - Proposed "Working" Budget for Dec. 13, 2023 VLAWMO Board meeting Attachment 2

VLAWMO BUDGET 2024		Approved 2023 "working" Budget	Projected/ Estimated 2023 expenditures from June 2023 Board mtg.	Projected/ Estimated 2023 expenditures to date (Nov. 23 Financial Report)	approved 2024 Budget - Board action in June 2023	Proposed Carry Over	Proposed 2024 "working" Budget	Notes
EXPENSE								
3.1	Operations & Administration	\$709,883	\$683,244	\$667,563	\$735,742	\$27,000	\$762,742	
3.110	Office	\$28,181	\$28,181	\$26,000	\$32,239	\$0	\$32,239	
3.120	Information systems	\$33,300	\$37,000	\$25,000	\$33,850	\$0	\$33,850	
3.130	Insurance	\$7,571	\$6,500	\$12,000	\$10,050	\$0	\$10,050	
3.141	Consulting -Audit	\$9,000	\$9,000	\$11,500	\$12,000	\$7,000	\$19,000	\$7,000 : Audit based on approved proposal from CLA
3.142	Consulting - Bookkeeping	\$1,500	\$1,500	\$1,500	\$1,500	\$0	\$1,500	
3.143	Consulting - Legal	\$6,000	\$6,000	\$3,500	\$7,000	\$0	\$7,000	
3.144	Consulting - Eng. & Tech.	\$45,000	\$30,000	\$10,000	\$30,000	\$20,000	\$50,000	\$20,000: Engineering, watershed planning work, studies and technical ar
3.150	Storm Sewer Utility	\$15,000	\$15,000	\$15,000	\$22,500	\$0	\$22,500	
3.160	Training - staff, board,TEC	\$13,250	\$13,250	\$19,250	\$14,250	\$0	\$14,250	
3.170	mileage and noticing	\$6,300	\$6,200	\$6,300	\$6,930	\$0	\$6,930	
3.191	Employee payroll	\$422,353	\$418,278	\$418,278	\$435,554	\$0	\$435,554	
3.192	Employee liability (benefits)	\$122,428	\$119,235	\$119,235	\$129,869	\$0	\$129,869	
3.2	Monitoring & Studies	\$47,000	\$31,500	\$23,000	\$136,000	\$15,000	\$151,000	
3.210	Lake & creek program lab analysis	\$18,000	\$12,000	\$16,000	\$18,000	\$0	\$18,000	
3.220	Equipment	\$4,000	\$3,000	\$2,000	\$3,000	\$0	\$3,000	
3.230	Wetland assessment & management	\$10,000	\$9,000	\$5,000	\$15,000	\$0	\$15,000	
3.240	Watershed Planning & Special	\$15,000	\$7,500	\$0	\$100,000	\$15,000	\$115,000	\$15,000: Watershed planning and related studies, salary survey and anal
3.3	Education & Outreach	\$38,500	\$32,500	\$32,500	\$34,000	\$2,000	\$36,000	
3.310	Public Education	\$6,000	\$4,500	\$4,500	\$6,000	\$0	\$6,000	
3.320	Communication, Outreach and	\$24,500	\$21,000	\$21,000	\$20,000	\$2,000	\$22,000	\$2,000: web site updates
3.330	Community Blue education grant	\$8,000	\$7,000	\$7,000	\$8,000	\$0	\$8,000	
3.4	Capital Improvement Projects	\$821,067	\$527,368	\$423,405	\$1,060,069	\$149,062	\$1,209,131	
	Subwatershed Activity							
3.410	Gem Lake subwatershed	\$25,000	\$5,000	\$5,000	\$25,000	\$10,000	\$35,000	\$10,000: City of Gem Lake partnership--irrigation controller
3.420	Lambert Creek subwatershed (Does NOT Include Debt Service)	\$55,000	\$35,000	\$35,000	\$90,000	\$0	\$90,000	
3.421	Lambert Pond Project Loan Debt Service	\$38,568	\$38,568	\$38,568	\$38,569	\$0	\$38,569	
3.425	Goose Lake subwatershed	\$92,500	\$40,000	\$34,500	\$85,000	\$0	\$85,000	Possible vento trail project partnership is included in "goose lake management" budget.
3.430	Birch Lake subwatershed	\$20,000	\$10,000	\$5,000	\$48,000	\$0	\$48,000	
3.440	Gilfillan Black Tamarack Wilkinson Amelia sub	\$200,500	\$167,500	\$107,000	\$345,000	\$60,000	\$405,000	\$60,000: City of Lino Lks. partnership implementation, Wilkinson Lake Deep Water wetland project, Tamarack and or Wilkinson Alum Implementation of first dose, Study with NOC on partnership project, Polar Lakes Park Reuse, Meander Feas. Study.

3.450	Pleasant Charley Deep subwatershed	\$78,000	\$53,300	\$56,000	\$145,000	\$0	\$145,000	
3.460	Sucker Vadnais subwatershed	\$63,000	\$45,000	\$25,000	\$90,000	\$33,000	\$123,000	\$33,000: E. Vadnais partnership with either City or County or SPRWS (completion of SRF study and implementation of study). Sucker Vadnais park restoration partnership.
3.48	Programs							
3.48	Soil Health Grant	\$8,000	\$8,000	\$6,000	\$10,500	\$4,500	\$15,000	SHG Carryover
3.481	Landscape 1 - cost-share	\$36,263	\$36,000	\$20,000	\$40,000	\$16,263	\$56,263	Level 1 carryover
3.482	Landscape 2	\$71,636	\$41,000	\$46,337	\$60,000	\$25,299	\$85,299	Level 2 carryover and remsey co. conservation District tech. services
3.483	Project research and MS 4 partnership work	\$5,000	\$4,000	\$0	\$5,000	\$0	\$5,000	
3.485	Maintenance and operations (Facilities maintenance & Ditch maintenance)	\$127,600	\$45,000	\$45,000	\$78,000	\$0	\$78,000	
3.5	Regulatory	\$5,000	\$1,500	\$1,500	\$5,000	\$5,000	\$5,000	
3.510	Engineering plan review	\$5,000	\$1,500	\$1,500	\$5,000	\$0	\$5,000	
	Total budget	\$1,621,450	\$1,276,112	\$1,147,968	\$1,970,811	\$198,062	\$2,163,873	
	INCOME							
5.1								
5.11	Storm Sewer Utility	\$1,090,887			\$1,145,431		\$1,145,431	5% INCREASE IN SSU increased
5.12	Fees for Service	\$200			\$1,000		\$1,000	
5.13	Interest	\$1,000			\$30,000		\$30,000	
5.14	Misc. income - WCA admin grant	\$3,000			\$3,000		\$3,000	
	Total VLAWMO income	\$1,095,087	\$1,140,000	\$1,140,000	\$1,179,431		\$1,179,431	
5.15	TOTAL- Other funding sources - grants, partnerships donations	\$385,284	\$271,284	\$341,752	\$327,500		\$365,000	
	BWSR WBF 21 - 23	\$46,500			\$37,500		\$75,000	BWSR 23-25
	Proposed MPCA 319 Wilkinson Lake BMP	\$188,000	\$188,000	\$210,000	\$160,000		\$160,000	Proposed MPCA 319 Wilkinson
	NOC per proposed partnership agreement for Wilk	\$64,000	\$64,000	\$53,468	\$50,000		\$50,000	NOC
	SPRWS	\$19,284	\$19,284	\$19,284			\$50,000	
	City of WBL/RCD/NOHOA	\$67,500		\$59,000	\$80,000		\$80,000	Cities/ County/SPRWS
5.16	Range of predicted use of carry over 2023	Apx. \$100,000-\$400,000		\$7,968	\$791,380		\$984,442	Predicted use of carry over 2024 (assuming entire budget is spent). Range of predicted use of carry over of \$300,000- \$600,000 is anticipated for 2024.
	Range for predicted fund balance at end 23 (12/31/23)	Apx. \$800,000-\$1,300,000		Apx. \$1,150,000-\$1,450,000			Apx. \$600,000- \$1,100,000	Range for predicted fund balance at end of 2024
	Minimum fund balance required per Board Policy (assume 35% total general fund budget)	\$567,508					\$757,356	Minimum fund balance required per Board Policy (assume 35% of total general fund budget)

VI. A. 3.

RESOLUTION 10-2023

A RESOLUTION FOR COMMITTING THE FUND BALANCE FOR SPECIFIC PURPOSES

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

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

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

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

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

Committed

Fund Name and Description	Proposed Carry Over “committed” Funds (into 2024 “working” budget) and Purpose
General Fund - Fund 3.1. Operations and Administration	\$27,000 Engineering and/or pool firms to implement technical assistance tasks: approved watershed plan amendment projects, planning, feasibility studies, unanticipated technical work to date. Auditor costs based on approved proposal for 2023 Audit.
General Fund - Fund 3.2. Monitoring and Studies	\$15,000 Required work to update Watershed plan. Possible work with Rotary Park or next phase wetland restoration /feasibility study.
General Fund - Fund 3.3. Education and Outreach	\$2,000 Carrying over into 2023 re: approved website updated

VI. A. 3.

<p>General Fund -Fund 3.4. Capital Improvement Projects and Programs</p>	<p>\$940,442 The approved 2024 budget (approved at the June 2023 Board meeting) already included utilizing <u>\$791,380</u> of fund balance carry over to implement the 2024 Capital Improvement Projects and Programs. The proposed 2024 “working” budget now proposes an additional <u>\$149,062</u> of additional fund balance carry over for a total Proposed Carry Over “committed” Funds (into 2024 “working” budget) of <u>\$940,442</u>. For implementation of the proposed projects in several subwatersheds including: Wilkinson Lake BMPs /studies, Wilkinson & Tamarack Alum, City of Lino Lakes partnership, North Oaks Company partnership, Polar Lakes Park Reuse, City of Gem Lake partnerships, E. Vadnais Lake subshed resiliency study /partners projects, Level 1/ 2 and SHG cost-share partnership projects, and those proposed projects identified in the approved 2024 budget.</p>
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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>
<i>Dan Jones</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>John Shuman</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Katherine Doll</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Kanne</i>			
<i>Jim Lindner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution adopted on this 13th day of December 2023.

_____ Board Chair Dated: December ____, 2023

_____ Attest Dated: December ____, 2023