

VLAWMO TECHNICAL COMMISSION MEETING

8:15 AM June 11, 2025

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

Action items: ●

- I. **Call to Order – 8:15am – Chair Ousky**
- II. **Approval of Agenda ●**
- III. **Approval of Minutes (May 14, 2025) ●**
- IV. **Administration & Operations**
 - A. June Financial Report and Consider Authorization for Payment – Phil ● **Pg. 9**
 - B. June TEC Report to the Board – Phil ● **Pg. 17**
 - C. Update on VLAWMO JPA – Phil **Pg. 18**
- V. **Programs –Angela**
 - A. Update on Recent Outreach Activities **Pgs. 18, 23**
- VI. **Projects – Lauren, Dawn**
 - A. Vadnais Heights Grant Application Partnership & Resiliency Study Update **Pg. 19**
 - B. WMP Recommendation to the Board to Initiate 60-day Review ● **Pg. 20**
 - C. 319 Update: Remaining Scope for Phase 1 ● **Pg. 20**
 - D. Rotary Nature Preserve Restoration Contract and First Scope ● **Pgs. 21, 27**
 - E. Tamarack Alum Engineering Scope for Phases 3 and 4 ● **Pgs. 21, 33**
 - F. Spring Project Update: Common Carp Removal and Birch AIS **Pg. 22**
- VII. **Commissioner Reports**
- VIII. **NOHOA**
- IX. **Ramsey Soil & Water Conservation Division**
- X. **St. Paul Regional Water Services**
- XI. **Public Comment**
- XII. **Next meetings: TEC: July 9, 2025, Board Meeting: June 25, 2025**
- XIII. **Adjourn ●**

Upcoming Events: Visit vlawmo.org/events

Neighborhood Garden Tours
Vadnais Heights Ice Cream Social

June 10
June 11

**Vadnais Lake Area Water Management Organization
Technical Commission (TEC) Minutes
May 14, 2025
Vadnais Heights City Hall, Council Chambers
800 County Road E East, Vadnais Heights, MN 55127**

Commission Members Present:

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

Absent: None.

Others in attendance: Phil Belfiori, Brian Corcoran, Dawn Tanner, Lauren Sampedro, Angela Hugunin (VLAWMO staff); Jeremy Erickson (SPRWS), Ed Shapland (WAV).

I. Call to Order

Chair Ousky called the meeting to order at 8:13 am.

II. Approval of Agenda

Sampedro passed out a proposed revised meeting agenda. It contains two new agenda items under V. Programs: SHG 2025-07 Meir Pollinator Garden Phase 1 Application and SHG 2025-08 Lepoutre Native Plant Restoration Application.

It was moved by Commissioner Philip and seconded by Commissioner Tessier to approve the May 14, 2025 TEC agenda as revised. Vote: all aye. Motion passed.

III. Approval of Minutes (April 9, 2025)

It was moved by Commissioner Huntrods and seconded by Commissioner Philip to approve the April 9, 2025 meeting minutes as presented. Vote: all aye. Motion passed.

IV. Administration & Operations

A. May Financial Report and Consider Authorization for Payment

Administrator Belfiori summarized the May financial statement as included in the meeting materials. He noted income from interest and highlighted key expenditures including continuing consultant work to review items related to the Joint Powers Agreement (JPA) and

Watershed Management Plan, the Lambert Sheet Pile Weir loan, and a payment for the Tamarack Alum project.

Staff recommended approval of the May financial report for payment.

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

B. TEC Nomination for June 5, 2025 VLAWMO Subcommittee Meeting – 2026 Budget Discussion/Recommendation

Administrator Belfiori shared that the VLAWMO Board of Directors approved a motion at the April 23rd Board meeting to request a member of the TEC to attend the June 5, 2025 Board subcommittee meeting (6:30 p.m. at the Vadnais Heights City Hall).

Staff requested that the TEC appoint a representative to attend the meeting.

Chair Ousky asked if anyone from the TEC would like to attend. Commissioner Huntrods said he'd be glad to do it, and the other Commissioners thanked him.

It was moved by Commissioner Miller and seconded by Commissioner Philip to appoint Commissioner Huntrods as the TEC representative to attend the June 5, 2025 Board subcommittee meeting related to the discussion on the 2026 VLAWMO budget recommendation. Vote: all aye. Motion passed.

V. Programs

A. SHG 2025-06 Tessier Turfgrass Replacement Application

Commissioner Tessier exited the City Council chambers for the discussion.

Sampedro presented a Soil Health Grant application from landowners Gloria and Ray Tessier to remove and replace turfgrass with native plants through seed mix and live plugs, low-mow fescue grass, and shrubs. She highlighted photos of the existing area and explained that the proposed project totals about 3,000 square feet at their 1.51-acre property in the City of Gem Lake.

Sampedro noted that this project presents an education and outreach opportunity, as few landowners in the City of Gem Lake have participated in VLAWMO's grant programs and many properties have turfgrass adjacent to Scheuneman road. Furthermore, this site is highly visible near the local golf course.

Staff recommended approval of SHG 2025-06 in the amount of \$516.00.

It was moved by Commissioner Miller and seconded by Commissioner Philip to approve SHG 2025-06 in the amount of \$516.00. Vote: Ousky: aye; Miller: aye; Philip: aye; Huntrods: aye; Hoffman: aye; Tessier: abstained (not present). Motion passed.

B. SHG 2025-07 Meir Pollinator Garden Phase 1 Application

Commissioner Tessier returned to the City Council chambers.

Sampedro shared an application for the first phase of a pollinator garden project in Vadnais Heights. Sampedro presented an overview of the location of the project and noted that this project will present an opportunity for education and outreach due to the adjacent yards being entirely turfgrass in the front yards.

Sampedro described the anticipated three project phases, sharing that phase one is slated for this year, which is a pollinator garden in the front yard. Down the road, the next phases will include a vegetated swale and replacing more turfgrass with native plants.

Staff recommended approval of this Soil Health Grant application in the amount of \$1,250.

Commissioner Hoffman asked whether the cost was for all phases or just phase one. Sampedro responded the application is only for the first phase.

Chair Ousky highlighted that these projects are particularly beneficial given Vadnais Heights' recent watering ordinance changes. These visible projects can be helpful for demonstrating practices that require less water.

It was moved by Commissioner Miller and seconded by Commissioner Huntrods to approve SHG 2025-07 in the amount of \$1,250. Vote: all aye. Motion passed.

C. SHG 2025-08 Lepoutre Native Plant Restoration Application

Sampedro presented a Soil Health Grant application for a large-scale native plant restoration that will include a prairie restoration and wetland buffer. Sampedro described the project location, noting that it drains to several wetland areas, then eventually Deep Lake.

Sampedro shared the proposed restoration area map. She noted native plants were selected to be appropriate for each of the areas: woodland edge, upland/savanna, and wetland edge. Sampedro highlighted that this project will provide a unique education and outreach opportunity, with this project being selected as a tour stop for the annual North Oaks Garden Club garden tours.

Staff recommended the approval of SHG 2025-08 in the amount of \$1,250.

Commissioner Miller asked whether the grant funds would be directed toward the seed. Sampedro confirmed that grant funding would help cover the native plants and erosion control costs.

It was moved by Commissioner Miller and seconded by Commissioner Tessier to approve SHG 2025-08 in the amount of \$1,250. Vote: all aye. Motion passed.

D. LL2 2025-02 White Bear Lake Sports Center Update

Sampedro gave an update on the White Bear Lake Sports Center bioswale project happening in partnership with the City of White Bear Lake and Ramsey County Soil and Water Conservation Division (RCSWCD). Sampedro shared the project developments that occurred since the last update the TEC received in February, including the receipt of construction plans and nine bids from contractors. She also shared the City's submission of a Landscape Level 2 Grant application for the bioswale construction. Sampedro explained that the application was reviewed at the April 23rd Board meeting, as state grant application deadlines and the project's timeline accelerated the process. The Board approved the LL2 grant application not to exceed \$89,791.65 and approved a Memorandum of Understanding (MOU) with the City and RCSWCD for partnering on the construction of the project. Project construction is anticipated to begin in late May or early June.

Commissioner Miller noted that this is a big project. She asked whether its primary goal was to take water off of the parking lot. Sampedro explained that the project is designed to capture runoff from the parking lot, as well as the runoff it receives from S. Birch Lake Boulevard. Sampedro stated that this will cover an approximately 23-acre drainage area.

Commissioner Miller asked about the state of the south lobe of Birch Lake. Sampedro responded that she believed it to be in good quality.

Commissioner Tessier asked how the bids had so much variety in terms of financial amount. Sampedro explained that contractors can vary in terms of their availability and staff capacity and will sometimes give higher prices if they don't need the work. There was discussion of past previous experiences in working with the low bid contractor. Chair Ousky confirmed that the City of Vadnais Heights had positive experiences with them on past projects.

VI. Projects

A. WMP and JPA Update

Tanner thanked the TEC for their involvement in the continued development of the Watershed Management Plan (WMP). Tanner shared that VLAWMO staff have sent the draft JPA to member communities for review. Comments are requested back to staff by May,

28, 2025. Tanner explained that staff and Houston Engineering Inc. are continuing to work on the draft WMP. They are anticipating to request TEC approval and authorization to recommend the draft WMP for Board consideration at the June TEC and Board meetings.

B. 319 Update: Remaining Scope for Phase 1 and Work Plan Submitted for Phase 2

Tanner shared that VLAWMO staff and project partners have continued to work closely with the Minnesota Pollution Control Agency (MPCA) to finalize the Wilkinson deep-water wetland project by August 31, 2025, through the small priority watershed grant. An update will be brought to the TEC in June.

Tanner noted that the second-round draft work plan was approved by the VLAWMO Board at their April 23, 2025, meeting and was accepted by the MPCA. She shared that VLAWMO will be notified of the status of the program, funding levels, and preparation of a grant contract in late summer or early fall.

C. Rotary Nature Preserve Restoration Update

Tanner gave an update on staff's work with legal counsel and the City of White Bear Lake to prepare a contract for the Rotary Nature Preserve Restoration project. Since the last TEC meeting, the Board authorized the MOU with the City, the Conservation Partners Legacy grant contract with DNR, and authorized moving forward with the quote received from Natural Shore Technologies (NST). The City, NST, and VLAWMO staff met in the field to plan activities for the first scope of work within the 5-year contract.

D. Tamarack Alum Pay Request and Phase 3 Amendment

Tanner provided an update on Phase 2 of the Tamarack Lake alum project. VLAWMO is conducting monitoring and providing data to Barr Engineering to continue to evaluate progress and inform Phase 3.

Tanner noted that Phase 2 of the alum treatment was completed in April, and from here staff will wait until fall for the Phase 3 application, with Phase 4 anticipated for spring of 2026. VLAWMO staff worked with Lake Restorations, Inc., and Barr Engineering to prepare an amendment for Phase 3 with updated alum costs, as included in the packet.

Commissioner Miller asked when staff will know if treatments have had the desired effect. Tanner replied that monitoring is underway to look at Secchi depth, phosphorus and chlorophyll-A. Corcoran is providing water monitoring data to Barr Engineering. Tanner explained that because some phases of the color range of lake water don't respond equally to Secchi depth, color tests were requested by Barr Engineering to provide data that may be important in understanding project results for the remainder of the season.

Staff requested that the TEC recommend that the Board authorize and sign the Second Amendment to the Contractor Services Agreement for Phase 3 pricing for the Tamarack alum project, for a total of \$27,380, and authorize staff to return the fully executed amendment to LRI and coordinate Phase 3 in the fall.

It was moved by Commissioner Philip and seconded by Commissioner Miller to recommend that the Board authorize and sign the Second Amendment to the Contractor Services Agreement for phase 3 pricing for the Tamarack alum project for a total of \$27,380, and authorize staff to return the fully executed amendment to LRI and coordinate Phase 3 in the fall. Vote: all aye. Motion passed.

E. Spring Project Update: Common Carp Removal and Birch AIS

Tanner shared that small carp removals were completed this spring, with approximately 1,000 pounds of carp removed so far. Three antennas are providing useful information on carp movements during spring. Carp Solutions and VLAWMO staff are coordinating closing including conducting regular field checks and communicating with residents in the area.

Commissioner Miller noted that from personal observation, there has been much less carp activity than in past years. She asked for clarification on whether bigmouth buffalo are native. Tanner confirmed, noting that the species have different impacts on water quality partially due to their feeding behavior. Carp use their downturned mouths to feed in the sediment and uproot plants, while bigmouth buffalo have a forward facing mouth and feed in the water column.

Commissioner Philip asked if it was true that the average lifespan for bigmouth buffalo is up to 127 years. Tanner confirmed that bigmouth buffalo are long-lived and late to reproduce.

Tanner explained that the Birch Lake pre-survey for hybrid Eurasian watermilfoil (EWM) and Curly-leaf (CLP) pondweed was completed. CLP was not detected on the survey this year. The DNR permit for EWM and CLP removal has been received, and a hand-pulling removal by Dive Guys is tentatively scheduled for May 29 and 30.

F. Invasive Phragmites: New Site Detected and Partners Notified

Tanner shared that VLAWMO staff were notified by RCSWCD of a new location that is confirmed as infested with invasive Phragmites. This infestation is near I-35E, not far from Otter Lake in White Bear Township, where previously confirmed and treated infestations are located. She noted that this new infestation is on MnDOT property, and MnDOT is planning to treat this infestation. VLAWMO was asked to communicate this message to partners and request that partners keep an eye on wetlands in the area to detect and report possible spread, should that occur.

Commissioner Miller asked how the Phragmites were discovered. Tanner replied that one of the members of the Cooperative Weed Management Area (CWMA) noticed this from the road and reported it to the group.

VII. Commissioner Reports

None

VIII. NOHOA

None

IX. Ramsey Soil & Water Conservation Division

None

X. St. Paul Regional Water Services

None

XI. Public Comment

None

XII. Next Meetings

TEC Meeting: June 11, 2025 at 8:15 a.m.; Board Meeting: June 25, 2025 at 7:00 p.m. Board Subcommittee meeting June 5, 2025 at 6:30pm

XIII. Adjourn

It was moved by Commissioner Hoffman and seconded by Commissioner Huntrods to adjourn the meeting at 8:52 am. Vote: all aye. Motion passed.

VLAWMO Finance Summary: June 2025

Jun-25		Actual 6/1/25	Actual to Date	2025 Budget (June 2024 Board Approved)	Carry over from 2024 to 2025	Remaining in Budget	2025 Available (Dec. 2024 Board approved)	Act vs. Budget
BUDGET #	INCOME							
5.11	Storm Water Utility		\$528,269	\$1,202,703	\$0	\$674,434	\$1,202,703	44%
5.12	Service Fees			\$1,000	\$0	\$1,000	\$1,000	0%
5.13	Interest + mitigation acct	\$3,309	\$24,361	\$30,000	\$0	\$5,639	\$30,000	81%
5.14	Misc. income - WCA admin & other	\$100	\$3,406	\$3,000	\$0	(\$406)	\$3,000	114%
5.15	Other Income Grants/ <u>loan</u>		\$84,648	\$238,960	\$0	\$154,312	\$238,960	35%
5.16	Transfer from reserves			\$1,180,708	\$180,796	\$1,361,504	\$1,361,504	0%
	TOTAL	\$3,409	\$640,684	\$2,656,371	\$180,796	\$2,196,483	\$2,837,167	24%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$2,191	\$13,358	\$33,851	\$0	\$20,493	\$33,851	39%
3.120	Information Systems	\$2,530	\$11,477	\$33,850	\$0	\$22,373	\$33,850	34%
3.130	Insurance			\$12,000	\$0	\$12,000	\$12,000	0%
3.141	Consulting - Audit		\$14,045	\$23,000	\$0	\$8,955	\$23,000	61%
3.142	Consulting - Bookkeeping	\$44	\$292	\$1,500	\$0	\$1,208	\$1,500	19%
3.143	Consulting - Legal	\$67	\$1,125	\$8,000	\$0	\$6,875	\$8,000	14%
3.144	Consulting - Eng. & Tech.	\$9,913	\$10,133	\$50,000	\$0	\$39,867	\$50,000	20%
3.150	Storm Sewer Utility		\$8,013	\$22,500	\$0	\$14,487	\$22,500	36%
3.160	Training (staff/board)			\$18,000	\$0	\$18,000	\$18,000	0%
3.170	Misc. & mileage	\$491	\$1,019	\$7,276	\$0	\$6,257	\$7,276	14%
3.191	Administration - staff	\$36,419	\$226,811	\$470,287	\$13,165	\$256,641	\$483,452	47%
3.192	Employer Liability	\$11,794	\$69,761	\$144,579	\$0	\$74,818	\$144,579	48%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analysis	\$3,237	\$3,237	\$18,000	\$3,000	\$17,763	\$21,000	15%
3.220	Equipment			\$3,000	\$0	\$3,000	\$3,000	0%
3.230	Wetland assessment & management			\$10,000	\$0	\$10,000	\$10,000	0%
3.240	Watershed planning /special study	\$23,096	\$74,537	\$150,000	\$0	\$75,463	\$150,000	50%
3.3	Education and Outreach							
3.310	Public Education		\$2,033	\$6,000	\$0	\$3,967	\$6,000	34%
3.320	Comm., Outreach & Marketing	\$1,531	\$3,733	\$20,000	\$5,000	\$21,267	\$25,000	15%
3.330	Community Blue Ed Grant			\$12,000	\$0	\$12,000	\$12,000	0%
Total Core functions: Ops, Monitoring, Education		\$91,313	\$439,574	\$1,043,843	\$21,165	\$625,434	\$1,065,008	41%
Capital Improvement Projects and Programs								
3.4	Subwatershed Activity							
3.410	Gem Lake			\$25,000	\$0	\$25,000	\$25,000	0%
3.420	Lambert Creek			\$160,000	\$0	\$160,000	\$160,000	0%
3.421	Lambert Lake Loan		\$19,284	\$38,568	\$0	\$19,284	\$38,568	50%

3.425	Goose Lake			\$75,000	\$0	\$75,000	\$75,000	0%
3.430	Birch Lake	\$1,035	\$16,035	\$70,000	\$0	\$53,965	\$70,000	23%
3.440	Gilf Black Tam Wilk Amelia	\$14,508	\$65,405	\$375,000	\$100,000	\$409,595	\$475,000	14%
3.450	Pleasant Charley Deep		\$26,660	\$150,000	\$0	\$123,340	\$150,000	18%
3.460	Sucker Vadnais		\$45,406	\$250,000	\$0	\$204,594	\$250,000	18%
3.48	Programs							
3.480	Soil Health Grant	\$94	\$1,225	\$20,000	\$4,524	\$23,299	\$24,524	5%
3.481	Landscape 1			\$50,000	\$26,900	\$76,900	\$76,900	0%
3.482	Landscape 2/BWSR WBF		\$23,616	\$80,000	\$28,207	\$84,591	\$108,207	22%
3.483	Project Research & feasibility			\$5,000	\$0	\$5,000	\$5,000	0%
3.485	Facilities Maintenanc/ Pub. Ditch Main.	\$10,000	\$15,136	\$70,000	\$0	\$54,864	\$70,000	22%
3.5	Regulatory							
3.510	Engineer Plan review		\$270	\$5,000	\$0	\$4,730	\$5,000	5%
	<i>Total CIP & Program</i>	\$25,637	\$213,037	\$1,373,568	\$159,631	\$1,320,162	\$1,533,199	14%
	Total of Core Operations & CIP	\$116,950	\$652,611	\$2,417,411	\$180,796	\$1,945,596	\$2,598,207	25%

Fund Balance		5/1/2025	6/1/2025
4M Account		\$685,375	\$583,828
4M Plus Savings		\$256,389	\$257,319
Total		\$941,764	\$841,147

Restricted funds		6/1/2025
Mitigation Savings		\$0
Term Series		\$300,000

Vadnais Lake Area Water Management Organization
Check Detail
May 15 through June 11, 2025

11:15 AM
06/03/2025

	Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
	Check	eft	05/16/2025	US Bank		Checking - 1987		-44.43
					3.142 · Bookkeeping help		-44.43	44.43
TOTAL							-44.43	44.43
	Check	eft	05/19/2025	Reliance Standard		Checking - 1987		-428.30
					Insurance Benefit		-428.30	428.30
TOTAL							-428.30	428.30
	Check	5979	06/11/2025	Dawn Tanner		Checking - 1987		-112.70
					3.170 · Misc. & mileage		-112.70	112.70
TOTAL							-112.70	112.70
	Check	5980	06/11/2025	Lauren Sampedro		Checking - 1987		-118.50
					3.170 · Misc. & mileage		-118.50	118.50
TOTAL							-118.50	118.50
	Check	5981	06/11/2025	Angela Hugunin		Checking - 1987		-94.24
					3.170 · Misc. & mileage		-94.24	94.24
TOTAL							-94.24	94.24
	Check	5982	06/11/2025	Brian Corcoran		Checking - 1987		-165.90
					3.170 · Misc. & mileage		-165.90	165.90
TOTAL							-165.90	165.90
	Check	5983	06/11/2025	Metro - Inet		Checking - 1987		-1,697.00
					IT Support		-1,697.00	1,697.00
TOTAL							-1,697.00	1,697.00
	Check	5984	06/11/2025	Houston Engineering, Inc		Checking - 1987		-31,208.75
					3.144 · Eng. & Tech.		-3,758.00	3,758.00
					3.144 · Eng. & Tech.		-5,614.75	5,614.75
					3.240 · Watershed Plan Amendment		-2,946.00	2,946.00
					3.240 · Watershed Plan Amendment		-18,890.00	18,890.00
TOTAL							-31,208.75	31,208.75
	Check	5985	06/11/2025	Nystrom Publishing Company		Checking - 1987		-230.56
					3.320 · Marketing		-230.56	230.56
TOTAL							-230.56	230.56

Check 5986 06/11/2025 Barr Engineering Co	Checking - 1987	-7,405.00	
	3.440 · Gilfillan Black Tamarack Wilkin	-7,405.00	7,405.00
TOTAL		-7,405.00	7,405.00
Check 5987 06/11/2025 Jennifer Rogers	Checking - 1987	-93.74	
	3.480 · Soil Health Grant	-93.74	93.74
TOTAL		-93.74	93.74
Check 5988 06/11/2025 Metro Blooms	Checking - 1987	-1,300.00	
	3.320 · Marketing	-1,300.00	1,300.00
TOTAL		-1,300.00	1,300.00
Check 5989 06/11/2025 City of Vadnais Heights	Checking - 1987	-2,190.85	
	Rent	-1,815.00	1,815.00
	Phone/Internet/Machine Overhead	-325.00	325.00
	Postage	-12.21	12.21
	Copies	-38.64	38.64
TOTAL		-2,190.85	2,190.85
Check 5990 06/11/2025 Ramsey County Public Works	Checking - 1987	-10,000.00	
	3.485 · Facilities & Maintenance	-10,000.00	10,000.00
TOTAL		-10,000.00	10,000.00
Check 5991 06/11/2025 North Oaks Company	Checking - 1987	-7,103.32	
	3.440 · Gilfillan Black Tamarack Wilkin	-7,103.32	7,103.32
TOTAL		-7,103.32	7,103.32
Check 5992 06/11/2025 Town Law Center, PLLP	Checking - 1987	-2,902.50	
	3.144 · Eng. & Tech.	-540.00	540.00
	3.143 · Legal	-67.50	67.50
	3.430 · Birch Lake	-1,035.00	1,035.00
	3.240 · Watershed Plan Amendment	-1,260.00	1,260.00
TOTAL		-2,902.50	2,902.50
Check 5993 06/11/2025 City of White Bear Lake	Checking - 1987	-47,784.63	
	payroll	-36,419.24	36,419.24
	Administration FICA	-2,683.97	2,683.97
	Administration PERA	-2,731.46	2,731.46
	Insurance Benefit	-5,695.04	5,695.04
	Admin payroll processing	-254.92	254.92
TOTAL		-47,784.63	47,784.63
Check 5994 06/11/2025 RMB Environmental Laboratories, Inc.	Checking - 1987	-3,237.42	

TOTAL

3.210 · Lake & Creek lab analysis	-762.85	762.85
3.210 · Lake & Creek lab analysis	-31.35	31.35
3.210 · Lake & Creek lab analysis	-76.29	76.29
3.210 · Lake & Creek lab analysis	-1,653.19	1,653.19
3.210 · Lake & Creek lab analysis	-564.30	564.30
3.210 · Lake & Creek lab analysis	-149.44	149.44
	<hr/>	
	-3,237.42	3,237.42

Vadnais Lake Area Water Management Organization
Profit & Loss
May 15 through June 11, 2025

11:19 AM

06/03/2025

Cash Basis

May 15 - Jun 11, 25

Ordinary Income/Expense

Income

Misc. 100.00

5.1 · Income

5.13 · Interest 3,308.80

Total 5.1 · Income 3,308.80

Total Income 3,408.80

Gross Profit 3,408.80

Expense

3.1 · Administrative/Operations

3.110 · Office

Copies 38.64

Phone/Internet/Machine Overhead 325.00

Postage 12.21

Rent 1,815.00

Total 3.110 · Office 2,190.85

3.120 · Information Systems

IT Support 1,697.00

IT Systems - Hardware 832.72

Total 3.120 · Information Systems 2,529.72

3.142 · Bookkeeping help 44.43

3.143 · Legal 67.50

3.144 · Eng. & Tech. 9,912.75

3.170 · Misc. & mileage 491.34

3.191 · Employee Payroll

payroll 36,419.24

Total 3.191 · Employee Payroll 36,419.24

3.192 · Employer Liabilities

Admin payroll processing 254.92

Administration FICA 2,683.97

Administration PERA 2,731.46

Insurance Benefit 6,123.34

Total 3.192 · Employer Liabilities 11,793.69

Total 3.1 · Administrative/Operations 63,449.52

3.2 · Monitoring and Studies

3.210 · Lake & Creek lab analysis 3,237.42

3.240 · Watershed Plan Amendment 23,096.00

Total 3.2 · Monitoring and Studies 26,333.42

3.3 · Education and Outreach

3.320 · Marketing 1,530.56

Total 3.3 · Education and Outreach 1,530.56

3.4 · Capital Imp. Projects/Programs

3.430 · Birch Lake	1,035.00
3.440 · Gilfillan Black Tamarack Wilkin	14,508.32
Total 3.4 · Capital Imp. Projects/Programs	15,543.32
3.48 · Programs	
3.480 · Soil Health Grant	93.74
3.485 · Facilities & Maintenance	10,000.00
Total 3.48 · Programs	10,093.74
Total Expense	116,950.56
Net Ordinary Income	-113,541.76
Net Income	-113,541.76

Vadnais Lake Area Water Management Organization
Custom Transaction Detail Report
 April 1 through June 1, 2025

11:12 AM

06/03/2025

Accrual Basis

	Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Apr 1 - Jun 1, 25										
	Credit Card C	04/02/2025		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	41.99	41.99
	Credit Card C	04/14/2025		Dollar Tree Stores	WAV mtg supplies	US Bank CC	√	3.310 · Public Education	4.06	46.05
	Credit Card C	04/14/2025		Fresh Thyme	WAV mtg snacks	US Bank CC	√	3.310 · Public Education	29.16	75.21
	Credit Card C	04/14/2025		Zoom	subscription april25-april26	US Bank CC	√	Software	149.90	225.11
	Transfer	04/21/2025			Funds Transfer	US Bank CC	√	Checking - 1987	-331.20	-106.09
	Credit Card C	04/26/2025		Canva	design program	US Bank CC	√	Software	120.00	13.91
	Credit Card C	04/28/2025		Adobe "Creative Cloud		US Bank CC	√	Software	32.50	46.41
	Credit Card C	05/02/2025		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	42.00	88.41
	Credit Card C	05/15/2025		ESRI	ArcGIS yearly fee 2025	US Bank CC		IT Systems - Hardware	832.72	921.13
Apr 1 - Jun 1, 25									921.13	921.13

TEC Report to Board -June 2025

Programs & Projects	Effort Level	Completion Date	Comments				
	LOW						
	MED						
	HIGH						
Projects				Administration & Operation			
E. Vadnais Lake Subwatershed Resiliency Study		Ongoing	Staff are continuing to work with the City of Vadnais Heights on Phase 2 of the study. A state grant application for further investigation and construction plan development for the recommended BMPs identified in the study was submitted in March. News about the grant will be received in June.	Audit		2024	2024 Audit was approved at the April BOD meeting and Submitted to BWSR etc.
Rotary Park partnership		2025-29	Contract with NST and first task order underway	Budget		for 2026 budget	The 2026 VLAWMO Budget will be considered at the June 25, 2025 Board meeting.
Vadnais Heights Resiliency Study (Whole City)		2025	The City of Vadnais Heights has completed a contract with the MPCA for accepting grant funding to complete a resiliency study that will cover the rest of the City not covered by the completed E. Vadnais Lake Resiliency Study. Staff are working with the City on the project and are bringing a partnership MOU to the June Board meeting.	Personnel /HR		ongoing	Staff continuing to pursuing training opportunities
MPCA 319 /Wilkinson Lake BMPs		Complete by Aug 2025	Completing remaining project items for phase 1	SSU		ongoing	Working with Elhers on necessary SSU boundary changes based on approved updated RCWD/VLAWMO Boundary. Work on 2026 certifications will start in the summer.
Pleasant Lake Carp Management		Ongoing	3 antenna locations monitoring, and spring removals at Deep Lake; biomass survey during summer to inform 2026 efforts	2027-2036 Watershed Mgmt. Plan		2023-2025	"60-day draft" of the Plan at the June meeting
Tamarack Alum Project and Birch AIS		2025-26	Phase 2 completed; preparation for phases 3 and 4 ongoing for Tamarack. Pre survey completed, AIS removal underway, post survey to be scheduled for Birch				
Programs							
City/Township MS4		Ongoing	Updated pet waste materials distributed in May per annual outreach requirements. Ongoing work to determine needs of MS4 partners, prepare for end of permit cycle, and update outreach materials.				
Education/Outreach		Ongoing	2024 annual reporting documents were approved at April TEC & BOD meetings and submitted to BWSR. Staff hosted a May 15 workshop on Gardening for Monarchs and Clean Water and collaborated with partners to support the May Rotary Nature Preserve field day with Birch Lake Elementary. Events to continue through summer months, including June 10 Neighborhood Garden Tours featuring VLAWMO grant-funded projects.				
Website		Ongoing	Current website continues to be updated as needed. New website planning and design underway.				
WAV		Ongoing	Spring WAV kick-off event held April 14, trash cleanup held at Vadnais-Sucker Lake Park on May 10 with new and returning volunteers. Ongoing work to seek collaborative volunteer opportunities with VLAWMO member communities.				
Cost Share & BWSR WBIF		Ongoing	Site visits have ramped up for the season and there continues to be strong interest in water conservation and turfgrass replacement projects. WBIF projects: A pre-construction meeting for the White Bear Lake Sports Center project was held in May. Construction is expected to begin this month when conditions are dry. The Elmwood park raingarden will be planted this month. The WBL curb cut raingarden projects were also planted and completed on 5/28.				
GIS		Ongoing	The online GIS viewer has been updated to reflect the 2025 VLAWMO boundary and license renewal is underway.				
Monitoring		Ongoing	2025 season is underway				
WCA		Ongoing	Administering WCA as needed.				

TEC Staff Memo – June 11, 2025

IV. Administration & Operations

A. June Financial Report and Consider Authorization for Payment

Please find the June financial report and authorization to pay bills for consideration and approval.

B. June TEC Report to the Board

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

C. Update on VLAWMO JPA

At the April 23, 2025 meeting, the Board approved the draft VLAWMO JPA and authorized it to be sent to member community staff for initial staff level review and comment. The draft JPA was sent out with a request that member community staff comments be submitted back to VLAWMO by May 28, 2025. VLAWMO staff received comments from staff from four member communities. Many of the comments received were non-substantive and involved minor revisions to language for clarification, consistency, or grammar. Some of the more substantive changes made to the draft JPA based on the received staff comments included voting requirements for the annual capital improvement budget (revising that the Board must have a 2/3rds vote to approve annual Projects budget) and revising the duration of the JPA to 10 years (the previous draft proposed a 20 year duration). It is anticipated that the revised/updated version of the JPA will be brought for consideration at the June 25, 2025 VLAWMO Board meeting. If approved by the Board, the JPA would then be sent to member communities for consideration, action, and signature. Additional updates on the VLAWMO JPA review process will be brought to the TEC later in 2025.

V. Programs

A. Update on Recent Outreach Activities

May was a busy month for watershed community outreach. On May 10, a group of new and returning members of the Watershed Action Volunteers (WAV) group gathered at Vadnais-Sucker Lake Park for a cleanup event. The group spent the morning picking up trash along Vadnais Lake. VLAWMO appreciates the dedication of these individuals.

May 15 brought a new workshop to the VLAWMO community: Gardening for Monarchs and Clean Water. This topic was informed by a recent grantee survey and conversations with watershed residents; pollinators are a major topic of interest for many. A guest speaker from Monarch Joint Venture shared the basics of monarch ecology and offered practical wisdom for plantings that benefit monarchs and other pollinators, as well as water. VLAWMO staff gave an overview of grant programs, and multiple site visits have been scheduled as a result of the evening's conversations.

The Vadnais Heights Green Team gathered for an Adopt-a-Drain cleanup event on May 17. VLAWMO staff was invited to give a kick-off talk for attendees. Staff also supplied educational materials from the Adopt-a-Drain team, thanks to membership in the Metro Watershed Partners group. Attendees ventured to storm drains around Vadnais Heights to clear them from debris and protect local lakes, streams, and wetlands.

On May 29, VLAWMO staff partnered with members of the Rotary Club of White Bear Lake and the City of White Bear Lake to host a field day at the Rotary Nature Preserve. Birch Lake Elementary students from kindergarten through second grade rotated through stations including a nature hike, story time with the new Adopt-a-Drain children's book, and a macroinvertebrate lab. Students studied wetland macroinvertebrates up close and learned how these insects can give us clues about the health of a waterbody. VLAWMO staff appreciates the opportunity to be involved in this continued community effort.

VI. Projects

A. Vadnais Heights Grant Application Partnership & Resiliency Study Update

At the November 13, 2024 TEC meeting, staff provided information about two MPCA grant opportunities and VLAWMO's partnership with the City of Vadnais Heights on applying for the grants, including the MPCA's Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) and the Planning Grant for Stormwater, Wastewater, and Community Resilience (Planning grant). For the OSG grant, the City and VLAWMO submitted an application for completing feasibility work and project designs for the potential flood reduction and water quality project behind the Vadnais Heights City Hall. For the Planning grant, the City and VLAWMO submitted an application for completing a resiliency study for the remaining areas of the City that weren't included as part of the East Vadnais Resiliency Study.

VLAWMO is happy to share that the City of Vadnais Heights was notified that both grant applications were approved! The OSG grant was approved for \$150,000 and the Planning grant was approved for \$149,498.30! The City is currently working on signing a contract with the MPCA for the OSG grant and they signed the contract for the Planning grant. After the City has executed the OSG grant contract with the MPCA, the City and VLAWMO will enter into an agreement to outline the roles for implementing the workplan for the grant. The City and VLAWMO are currently working on a similar agreement for the Planning grant for starting the City-wide resiliency study, which will be brought to the VLAWMO Board at the June 25, 2025 meeting for consideration. The resiliency study work is expected to begin this month. Staff are looking forward to partnering with the City on implementing the workplans for both grants.

B. WMP Recommendation to the Board to Initiate 60-day Review

The complete draft of the WMP 2027-2036 is provided in the TEC packet. As stated in May, VLAWMO staff request review by the TEC and a recommendation to the Board to review and initiate the 60-day review at the June 25 regular Board meeting. Appendices are included where possible, and placeholders are provided for those that are still in process.

Attachment:

- WMP 2027-2036 (link: https://www.vlawmo.org/index.php/download_file/5166/)

Requested action: VLAWMO staff request a recommendation to the Board to review the completed WMP 2027-2036 draft and authorize staff to complete the steps to initiate the 60-day formal Review at the June 25 regular Board meeting.

C. 319 Update: Remaining Scope for Phase 1

VLAWMO staff have worked with MPCA to approve completion of the following activities during the summer and prior to the grant expiration at the end of August 2025. Due to the low bid received for the project, the deep-water wetland was expanded by 30% over the original design. The project including the addition was completed under budget. The additional tasks described below are planned to be completed this summer.

- Objective 3:** Vegetation maintenance and enhancement/contract with NST for 2025 growing season: \$3,685. Currently, \$3,275.36 is remaining in this category. We will expend these funds, plus an additional \$409.64 of cash match.
- Objective 2:** Grant funds remaining currently: \$47,589.69
 Cash match: \$25,103.17 currently remaining in Objective 2 (including cash match that was previously moved from Objective 1). Subtract \$409.64 that will be over cash match spent in Objective 3 and \$1,054.72 that is currently over in in-kind contribution in Objective 4 = \$23,638.81.

Remaining expenditures during summer 2025 to complete Objective 2: BMP implementation/construction		
Transplant effort to increase submerged vegetation diversity and extent	\$1,365 (RCSWCD staff per transplant trip) x 5 trips = \$6,825	\$6,825.00
Education sign	Design, print, and deliver for installation with Vacker Sign = \$2,500 Design time by VLAWMO \$64.81 x 9 hrs = \$583.29	\$3,083.29

Taking into account the remaining tasks during summer 2025, it is estimated that there will be:

\$61,320.21 remaining at the end of the project.

That will include:

\$36,792.13 of grant funds to return; \$24,528.09 of cash match that will not be spent.

Requested action: VLAWMO staff request a recommendation to the Board to complete the remaining tasks as described above and work with MPCA to return remaining funds once final invoices are received.

D. Rotary Nature Preserve Restoration Update

VLAWMO staff worked with legal counsel to prepare a contract and have ~~the first~~ task order for the Rotary Nature Preserve Restoration project. The ~~first~~ task order will begin during summer 2025 and continue ~~through 2026~~ ~~through 2026~~. This will allow evaluation of initial steps and inform the second ~~task~~ order for the project.

Attachments:

- CONTRACTOR SERVICES AGREEMENT with Natural Shore Technologies (NST) (link: https://www.vlawmo.org/index.php/download_file/5165)
- Rotary Park Wetland Restoration – Task Order 1 from NST

Requested action: VLAWMO staff request a recommendation to the Board to authorize and sign the contractor services agreement with NST and accept and authorize signed Task Order 1 with NST.

E. Tamarack Alum Engineering Scope for Phases 3 and 4

Barr Engineering has expended funds that were approved for preparation and completion of Tamarack Alum Phases 1 and 2, including oversight, real-time monitoring during application, and inspection. At VLAWMO's request, Barr has provided a scope and letter agreement for engineering oversight and inspection for Phases 3 and 4 in the amount of \$13,600.

Attachment: Agreement for Tamarack Lake Phases 3 and 4 Alum Treatment Engineering Services

Requested action: VLAWMO staff request a recommendation to the Board to authorize and sign the Agreement for Tamarack Lake Phases 3 and 4 Alum Treatment Engineering Services in the amount of \$13,600.

F. Spring Project Update: Common Carp Removal and Birch AIS

Common carp removal: Small removals were completed throughout May. A total of approximately 100 carp (2,000 pounds) have been removed at the time of packet preparation. Antennae monitoring is ongoing, and a biomass estimate will be completed later this season to inform plans for 2026. Big-mouth buffalo were moved over the barrier during each removal. The spawning run appears to be later than previous years. The project is going smoothly.

The Birch Lake: Hand-pulling removal was completed by Dive Guys on May 29 and 30. Hybrid EWM and CLP were removed. A post-survey is being scheduled with RCSWCD.

V. A. Update on Recent Outreach Activities

Angela Hugunin
June TEC Meeting
6/11/2025



WAV Cleanup Day – May 10



- Vadnais-Sucker Lake Park
- Multiple routes: channel, wooded paths, shoreline



WAV members post-cleanup.

Vadnais Lake Area Water Management Organization

Gardening for Monarchs and Clean Water – May 15



- Workshop at Vadnais Heights City Hall
- Topic informed by recent grantee survey and resident conversations
- Overview of grant programs



Workshop attendees brought thoughtful questions and left with new knowledge and resources.



VLAWMO welcomed a guest speaker from Monarch Joint Venture.

Vadnais Lake Area Water Management Organization

VH Green Team Cleanup Day – May 17



VLAWMO staff attended the clean-up event to provide educational materials, share Adopt-a-Drain statistics from the watershed, and support storm drain cleaning efforts.

Vadnais Lake Area Water Management Organization

Rotary Field Day – May 29th



- Collaboration between Rotary Club of White Bear Lake, City of White Bear Lake, and VLAWMO
- Teachers, chaperones, and 117 K-2 students from Birch Lake Elementary



Birch Lake Elementary students arriving to the Rotary Nature Preserve.

Vadnais Lake Area Water Management Organization

Learning Stations



Macroinvertebrate Lab



Nature Hike



Read Aloud

Vadnais Lake Area Water Management Organization



Water Bug Wonder



Birch Lake Elementary students asked questions and made thoughtful observations as they moved through the macroinvertebrate lab.

Vadnais Lake Area Water Management Organization



Date: May 28, 2025

To: Dawn Tanner, PhD, Ecologist, VLAWMO

Project name: Rotary Park Wetland Restoration – Task Order 1

Description: Main restoration elements detailed in a Natural Shore report titled, “Rotary Nature Preserve Wetland – Plant Community Assessment and Management Recommendations” are listed below. Please refer to page 18 of the report for a summary of restoration tasks. When conducting this project, we will adhere to the Minnesota Department of Labor’s prevailing wage schedule and submit all necessary reports. This task order covers activities to be completed through July of 2026.

Methods summary and timeline:

Year	Task #	Plant Community	Restoration Elements
2025-26	1	WMn82b and MRn93	Spot herbicide, weed whip, and cut outlier patches of cattail below water level – winter cutting if conditions allow, wick individual plants with herbicide in late summer, fall
	2	Perimeter around WMn82b stands	Target RCG/PL and RCG/PL/CT stands around WMn82b – implement appropriate treatment methods (We will target control efforts around areas identified in Fig.1)
	3,5	RCG, MRn93 and WMn82b1	Spring/summer mowings and fall herbicide treatments – RCG Plant areas north and south of the boardwalk (14,000 SF) with aggressive wetland and emergent plant species – 1,500 4” containers @ 3’ spacing. (Fig. 2)

			<p>Seed and plant a 4,400 SF area in front of the observation platform with aggressive wetland species, including showy forbs – 1,100 3-4" containers @ 2' spacing. (Fig. 3)</p> <p>(species lists will be developed from our experience – 25 yrs and communications with U of MN researchers)</p>
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Cost not to exceed:

Project Management, Meetings, Mobilization		
2025		\$2,128.00
2026		\$2,128.00
Site preparation, herb. trts, cutting, clearing		
2025		\$2,000.00
2026		\$1,120.00
Invasive weed control (e.g., cattail and reed canary grass around high quality wetland areas)		
2025		\$7,400.00
2026		\$3,000.00
2,600 Wetland Plants - 3-4" - containers installed		
2025		\$10,995.00
2026		\$16,000.00
Total in 2025		\$22,523
Total in 2026 for task order 1 (through July 2026)		\$22,248
Grand total =		\$44,771.00

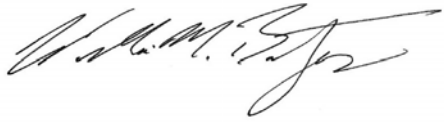
If you would like to proceed with the above outlined task order, please sign the contract below.

Client name: _____

Signed: _____ **Date** _____

Contractor: *Natural Shore Technologies, Inc.*

Signed: _____ **Contract Date:** Contract Date for 30 Day term



William M. Bartodziej, M.S., Senior Restoration Ecologist

Please return a signed copy of this contract and a check to:

Natural Shore Technologies, Inc.
6275 Pagenkopf Rd.
Maple Plain, MN 55359



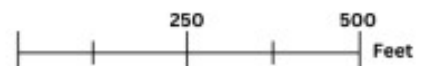
High Quality Area Distribution

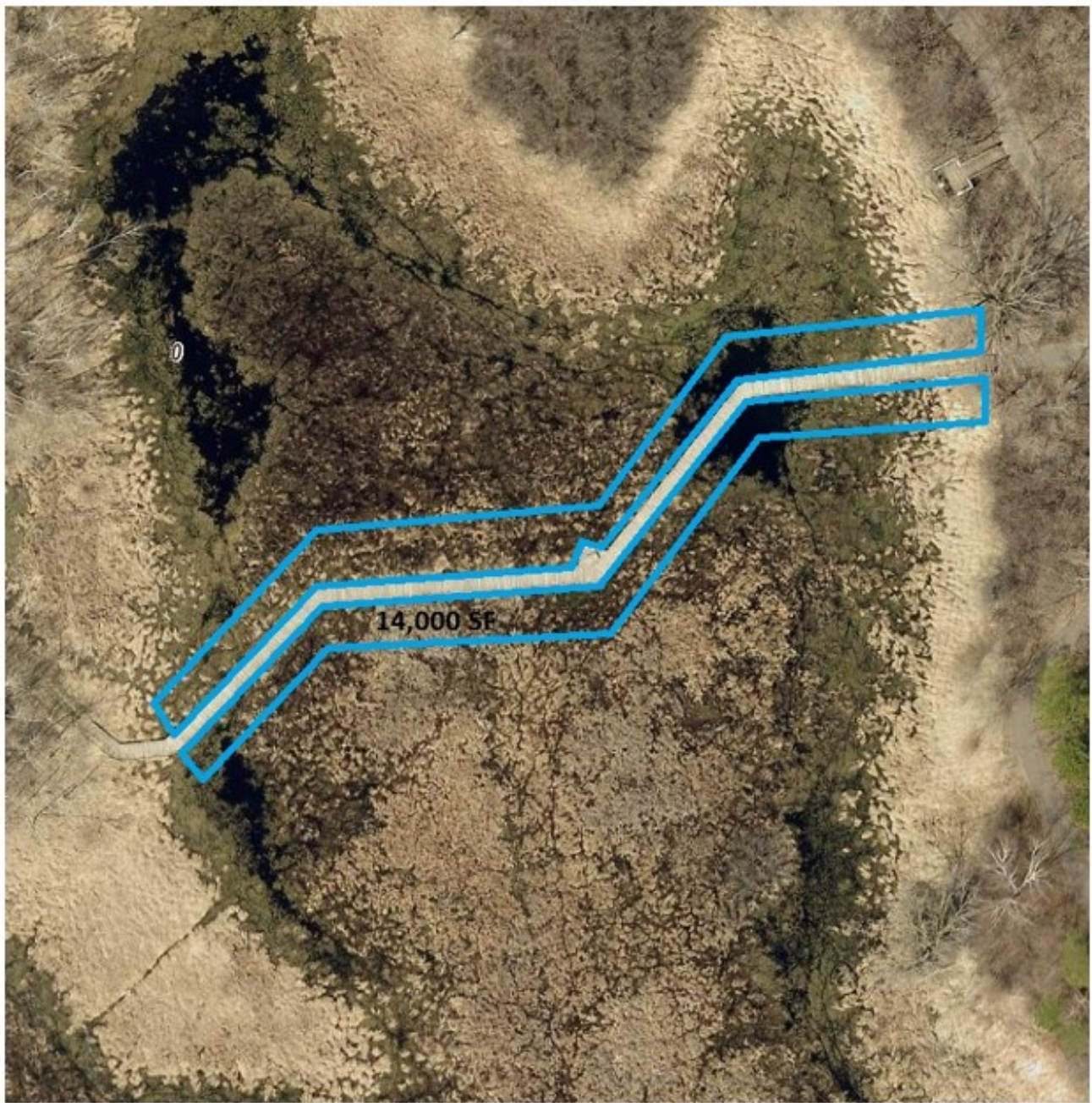
Vadnais Lake Area Water
Management Organization

Rotary Nature Preserve Wetland

Legend

- Northern Bulrush Spike Rush Marsh
- Sedge Meadow Bluejoint Subtype
- Sedge Meadow Woolgrass Subtype
- Sedge Meadow Lake Sedge Subtype
- Rotary Nature Preserve Boundary





Boardwalk – Restoration Area 14,000 SF





Observation platform – Restoration Area 4,400 SF



May 23, 2025

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

Re: Agreement for Tamarack Lake Phases 3 and 4 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 the third and fourth phases of the alum treatment of Tamarack Lake.

This engineering estimate includes contractor coordination and treatment support throughout the third and fourth phases of treatment, along with project closeout. Table 1 summarizes the work items and the estimated cost.

Project Scope

The project includes the following work tasks:

1. 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 Tamarack 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 Tamarack Lake. Our proposed treatment support services include:

- Pre-treatment planning correspondence and contractor oversight 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 of recommended payment memorandum to VLAWMO for each phase of treatment

Estimated Cost and Schedule

The following table summarizes the estimated cost associated with the remaining project task described in the scope of services. Our costs assume that a single round of bid item costs will be fielded for the remainder of 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.

The table also shows the estimated schedule for the completion of the project. The schedule assumes authorization to proceed will be provided by VLAWMO no later than June 27, 2025. The actual schedule will be coordinated with VLAWMO staff and will accommodate coordination with the contractor and public and private landowners for lake access, where applicable.

Task	Description of Task	Amount	Estimated Completion
1	Treatment support and project closure	\$ 13,600	October 2026
Total Estimated Project Cost		\$ 13,600	

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 \$13,600 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 _____, 2025

Vadnais Lake Area Watershed Management Organization

By _____
Phil Belfiori
Its District Administrator

Attachments
Standard Terms—Professional Services

Barr's Agreement with Client consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Barr's Responsibilities

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

Section 2: Client Responsibilities

- 2.1 Client will provide access to property.
- 2.2 Client will provide Barr with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of Barr's Services. Client will hold Barr harmless from claims, damages, and related expenses, including reasonable attorneys' fees, involving information not timely called to Barr's attention or not correctly shown on documents Client furnishes to Barr.
- 2.3 Client agree to provide Barr with information on contamination and dangerous and hazardous substances and processes Barr may encounter in performing the Services and related emergency procedure information.
- 2.4 Client agree to hold Barr harmless as to claims that Barr is 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 Client is requesting that Barr provide services that include this risk, Client agrees to hold Barr harmless from such contamination claims, damages, and expenses, including reasonable attorneys' fees, unless and to the extent the loss is caused by Barr negligence.

- 2.6 Monitoring wells are Client property and Client is responsible for their permitting, maintenance and abandonment unless Barr accepts that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are Client property. They will be discarded or returned to Client, at Barr's discretion, unless within 15 days of the report date Client gives written direction to store or transfer the materials at Client expense.
- 2.7 Client agrees to make disclosures required by law. If Barr is required by law or legal process to make such disclosures, Client agrees to hold Barr harmless and indemnify Barr from related claims and costs, including reasonable attorneys' fees.

Section 3: Digital Files, Reports and Work Product

- 3.1 Barr's digital files, including but not limited to models, executable data, source code, and all other digital files, remain the property of Barr and shall be provided to the Client only if expressly provided for in this Agreement. Any digital files not containing a seal are provided for the convenience of the Client only, and use by Client or others to whom Client provides the digital files is at the Client's sole risk and without liability to Barr.
- 3.2 Barr will retain all data relating to the Services for a minimum of seven years and financial data for three years.
- 3.3 Barr reports, notes, calculations, and other documents, and computer software, programs, models, and data developed by Barr are instruments of Barr Services, and they remain Barr property, subject to a license to Client for Client's use in the related project for the purposes disclosed to Barr. At Barr's request, Client will execute Barr's standard digital data and conditional use agreement prior to receiving any digital data files. Further, Client may not use or transfer such information and documents to others for a purpose for which they were not prepared without Barr's written approval. Client agrees to indemnify and hold Barr 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, Client agrees that Barr will not be liable for damages resulting from change in an electronic document occurring after Barr's transmittal to Client. 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 format, Client accepts exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If Client does not pay for the Services in full as agreed, Barr may retain reports and work not yet delivered to Client and Client agrees to return to Barr our reports and other work in Client's possession or under Client's control. Client agrees not to use or rely upon Barr Services or work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1 Client will pay for the Services as agreed or according to the 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 Client should allow for a contingency in addition to estimated costs.
- 4.2 Client will pay each invoice within 30 days after receipt as to all undisputed amounts. Payments not made within 60 days of invoice date will bear interest from the date that is 30 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by law. Client agrees to pay all Barr costs of collection, including reasonable attorney fees
- 4.3 If Client directs Barr to invoice another, Barr will do so, but Client agrees to be responsible for Barr compensation unless Client provides Barr with that person's written acceptance of the terms of Barr's Agreement and Barr agrees to extend credit to that person.
- 4.4 Client agrees to compensate Barr in accordance with Barr's fee schedule if Barr is asked or required to respond to legal process arising out of a proceeding to which Barr is not a party.
- 4.5 If Barr is delayed by factors beyond Barr's control, or if the project conditions or the scope of work change, or if the standards change, Barr will receive an equitable adjustment of our compensation.
- 4.6 In consideration of Barr providing insurance to cover claims made by Client, Client hereby waives any right of offset as to payment otherwise due to Barr.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1 Barr and Client 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 Barr 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. Barr and Client 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 Barr will not be liable for damages unless Client has notified Barr of Client's claim within 30 days of the date of Client discovery of it and unless Client has given Barr 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 Client to obtain the benefit of a fee which includes a reasonable allowance for risks, Client agrees that Barr's aggregate liability will not exceed the fee paid for Barr's Services, but not less than \$50,000, and Client agrees to indemnify Barr from all liability to others in excess of that amount. If Client is unwilling to accept this allocation of risk, Barr will increase Barr's aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, Client provides payment in an amount that will increase Barr fees by 10%, but not less than \$500, to compensate Barr for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5 If Client fails to pay Barr within 60 days following invoice date, Barr may consider the default a total breach of this Agreement and, at Barr's option, Barr may terminate all of Barr's duties without liability to Client or to others.
- 5.6 If Barr is involved in legal action to collect compensation, Client agrees to pay Barr's collection expenses, including reasonable attorneys' fees.
- 5.7 The law of the state of Minnesota will govern all disputes. Barr and Client hereby agree to submit to the exclusive jurisdiction of the State Courts sitting in Hennepin County, Minnesota, for all claims relating to the contract of the services performed by Barr and waive any objections to such location based on jurisdiction, venue or inconvenient forum. Barr and Client 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 Client agrees not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1 Barr will provide a certificate of insurance to Client upon request. Any claim as an Additional Insured will be limited to losses caused by Barr's sole negligence.
- 6.2 This Agreement is Barr's entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for Barr and Client making specific reference to the provision modified may modify it.
- 6.3 Neither Barr nor Client 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. Barr will receive an equitable adjustment of Barr's compensation as well as Barr's earned fees and expenses if Barr's work is terminated prior to completion.
- 6.5 Barr 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. Barr will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Barr 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 Barr nor Client, including Barr 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