

VLAWMO TECHNICAL COMMISSION MEETING

8:15 AM January 14, 2026

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 (December 10, 2025) ❄ Pg. 2
- IV. Administration & Operations - Phil
 - A. January Financial Report and Consider Authorization for Payment ❄ Pg. 8
 - B. 2026 Technical Commission Officer Appointments ❄ Pg. 16
 - C. Confirmation of 2026 TEC Meeting Dates ❄ Pg. 16
 - D. 2026 Working Budget Overview Pg. 16
- V. Programs – Angela, Lauren
 - A. Watershed Awards Reminder Pg. 17
 - B. Consider New Website ❄ Pg. 17
 - C. SHG 2026-01 White Bear Lake United Methodist Church Pollinator Garden ❄ Pgs. 18, 26
- VI. Projects – Dawn
 - A. WMP Comment Response Table Submitted Update Pg. 19
 - B. Consider Tamarack Lake Temporary Access Agreement for Phase 4 Alum and Construction Amendment with LRI ❄ Pgs. 19, 39
 - C. 319/Wilkinson Lake
 - i. Phase 1 Maintenance Update Pg. 20
 - ii. NOC Upstream Wetland Planting Update Pg. 22
 - iii. Consider Phase 2 Project Update and Grant Contract ❄ Pgs. 23, 48
 - D. Tamarack Nature Center: Telemetry Equipment Loan Update Pg. 24
- VII. Commissioner Reports
- VIII. NOHOA
- IX. Ramsey Soil & Water Conservation Division
- X. St. Paul Regional Water Services
- XI. Public Comment
- XII. Next meetings: TEC: February 11, 2026; Board Meeting: February 25, 2026
- XIII. Adjourn ❄

Upcoming Events: Visit vlawmo.org/events

MPCA Smart Salting for Community Leaders

January 28th

**Vadnais Lake Area Water Management Organization
Technical Commission (TEC) Minutes
December 10, 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)
Jami Philip	White Bear Township (WBT)
Tom Hoffman	City of Lino Lakes (LL)

Absent: Terry Huntrods, City of White Bear Lake (WBL).

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

I. Call to Order

Chair Ousky called the meeting to order at 8:16 am.

II. Approval of Agenda

It was moved by Commissioner Miller and seconded by Commissioner Philip to approve the December 10, 2025 TEC agenda as presented. Vote: all aye. Motion passed.

III. Approval of Minutes (November 12, 2025)

It was moved by Commissioner Miller and seconded by Commissioner Philip to approve the November 12, 2025 meeting minutes as presented. Vote: all aye. Motion passed.

IV. Administration & Operations

A. December Financial Report and Consider Authorization for Payment

Administrator Belfiori summarized the December financial statement as included in the TEC packet. He stated the financial statement will also be presented later this evening at the Board meeting. He listed the main expenses of the month, which included expenses for engineering work to provide measurable outcome data for the Watershed Management Plan (WMP), updating the WMP based on comments received and creating a comment response table, and reimbursement for the White Bear Lake Sports Center project through the Landscape Level 2 grant program and Birch Lake subwatershed funds. Belfiori recommended approval of the December financial report and payment of the bills.

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

B. TEC Report to Board for December

Administrator Belfiori presented some of the highlights from the TEC Report to the Board for December including continuing to work with the City of Vadnais Heights staff on the East Vadnais Lake subwatershed project, which is currently focused on gathering geotechnical information. He shared staff are hoping to receive an update on the City's Legislative-Citizen Commission on Minnesota Resources grant application by the first or second quarter of next year. VLAWMO is also continuing to work with the City on public engagement and data collection for the whole-city resiliency study.

Administrator Belfiori said staff are still waiting to hear back on the MPCA/EPA 319 grant and hope to hear more soon. He stated the audit process will start in the next few weeks, and the 2026 working budget is going to the Board meeting tonight for approval. He shared that a SSU parcel analysis and associated refunds to landowners will also be considered at the Board meeting. Administrator Belfiori recommended approval of the December TEC report to the Board.

It was moved by Commissioner Miller and seconded by Commissioner Philip to approve the December TEC report to the Board.

V. Programs

A. Watershed Awards Nomination Process

Hugunin presented an overview of the watershed awards process, announcing that the nomination form is now open. She said this is a chance to celebrate collaborations that helped make projects and events possible. The award nominations will be for the Watershed Steward award this year, which can nominate outstanding volunteers, neighborhoods, community groups, and businesses. She shared that initiatives which occurred under the last calendar year can be considered for the award. Hugunin encouraged the TEC to nominate someone for the award by submitting a nomination form on the VLAWMO website. She said members of the public and municipal partners and affiliates are also welcome to nominate someone. The last day to nominate is January 23, 2026. She said the TEC will be asked to choose an award winner at the February meeting.

B. Get Gritty Campaign Update

Hugunin shared that VLAWMO is participating in a new "Get Gritty" outreach campaign launched this year that is led by Ramsey-Washington Metro Watershed District (RWMWD). Rice Creek Watershed District and Coon Creek Watershed Districts are also partners on the

campaign. Free bags of chicken grit are given away at participating businesses as an alternative to salt for winter traction. She said that the nearest location to VLAWMO's boundary is the Frattalone's off Highway 61 in White Bear Lake. Hugunin shared the campaign website, educational materials, and the pickup process. She said one of the only requirements for people in exchange for grit is to provide their zip code to allow the watershed management organizations to analyze demand and follow up in the future. She added that there is already press coverage on the campaign by Channel 5 News and Kare 11 that is hopefully raising more awareness about salt use. RWMWD is also testing geo-targeted YouTube ads to publicize the campaign.

Commissioner Miller said she visited the Frattalone's off Highway 61 and received a 25-pound sack of free grit and was not offput by the request for her zip code.

Commissioner Philip commented that the campaign is a great idea because many people are still putting out salt to avoid slipping on ice and salt alternatives need more publicity.

Commissioner Tessier added that she saw the campaign last night on the news, possibly on Channel 9.

C. Grant Program Website and Signage Updates

Sampedro and Hugunin shared that staff are working on website updates and one of the updates is streamlining the landscape grant program processes, especially the site visit request process. Sampedro highlighted the goals for the grant program webpage updates and compared what the current website looks like for the grant program versus what the new proposed website looks like. The grant program page on the new website will be more visually appealing, clear, and easier to use. It will also have an option to fill out a site visit request form to start the site visit scheduling process.

Commissioner Miller asked about how the page could coordinate with Sampedro's schedule for the site visits. Sampedro replied the form will ask for the requestor's availability so she can schedule around their response.

Hugunin presented what the site visit request "Jotform" will look like, as well as the back-end page that will allow staff to customize auto replies and create a framework to gather information on potential grant applicants.

Chair Ousky asked what used to happen to schedule a site visit. Sampedro responded people call or email her to request a site visit. Chair Ousky commented that the form sounds more efficient for staff.

Commissioner Hoffman suggested seeing if the form can auto-populate the address so the process can quickly identify if the potential applicant lives in VLAWMO or a different

watershed. Hugunin and Sampedro responded they will investigate Jotform's capabilities to see if it is possible.

Hugunin presented new designs for grant program yard signs for grant recipients. She highlighted alternative turf projects will now have sign options.

Several commissioners stated they were impressed with the new website items presented.

D. White Bear Lake Sports Center Project and BWSR WBIF Program Update

Sampedro provided an update that the White Bear Lake Sports Center bioswale project was completed in July, and staff are working with the City of White Bear Lake and Ramsey County Soil and Water Conservation Division on final closure items. This project used the Board of Water and Soil Resources (BWSR) Watershed Based Implementation Funding (WBIF) program funds, which expire at the end of this year. She said the project used the funds from the 2023-2025 and 2025-2027 WBIF programs. She added that funding is still available through the 25-27 BWSR WBIF program for more projects and shared the focus areas for the grant. She asked the TEC to consider project ideas for spending the remaining funding.

VI. Projects

A. WMP Update and Recommendation of Formal Review Response Table

Tanner presented the WMP process timeline to date. VLAWMO is currently on the formal review and public hearing approval stage, and the process is almost complete. She shared that comments received during the required 60-day formal review of the WMP have been addressed. The formal review process closed on August 25th, and seven public agencies provided comments, including comments of gratitude for the TEC+ process. She said that the TEC+ process gave opportunities for feedback throughout the planning process, which paid dividends for the formal 60-day review. Tanner said staff worked with Houston Engineering to create a formal response table that displays how VLAWMO responded to the comments received during the WMP formal review process, and, if needed, what changes were made to the plan to address the comments.

Tanner said the next steps after the Board meeting tonight are for the comment table to be sent to the review authorities so they can evaluate the WMP changes in response to their comments. She presented six of the high priority comment areas that were received during the 60-day review, including that BWSR requested more clearly measurable goals with quantifiable outcomes wherever possible. VLAWMO met with the BWSR Board Conservationist to ensure comments were being addressed with the proposed WMP changes. VLAWMO received initial positive feedback on the proposed changes.

Tanner stated the VLAWMO subcommittee has approved the comment response table, and the full Board will be considering it tonight. The Board will also consider the approval of the fully

complete WMP at the February 25th Board meeting, and a formal public hearing will be held. Tanner thanked the TEC for being the formal review entity for the WMP review process.

It was moved by Commissioner Miller and seconded by Commissioner Tessier to recommend to the Board to approve the VLAWMO Formal Review Comment Response Table and authorize staff to notify and provide the response table to local and state review authorities; further to request staff to work with HEI to transition the WMP document to the formal InDesign layout for review by BWSR.

B. Oak Knoll Pond Technical Memo Update

Tanner provided an update that staff worked with Barr Engineering to determine how well the Oak Knoll project worked now that it has been completed for more than a year. She said staff have been monitoring the project and asked Barr Engineering to prepare an analysis of its performance so far. Tanner shared that, in general, results of the analysis indicate a 50% reduction in total phosphorus levels since the project began and an improvement in the average Secchi depth readings. She said Barr Engineering recommended continuing to monitor the project until next year and to collect sediment cores to analyze the sediment in the pond.

Commissioner Miller asked if this spent lime project can be completed at other waterbodies in the future. Tanner confirmed. She said it will likely be most feasible on smaller waterbodies and ponds like stormwater ponds rather than larger waterbodies due to the time and expense required to achieve the desired dosage.

It was moved by Commissioner Miller and seconded by Commissioner Philip to recommend the Board approve receipt of the Oak Knoll Pond Spent Lime Treatment Evaluation Technical Memo from Barr Engineering.

VII. Commissioner Reports

Commissioner Philip announced that she is working with one of the Town's board members on a possible native planting in one of their parks, located in the Rice Creek Watershed District. She shared that she hopes this project could lead to more projects in the future.

Chair Ousky shared he will likely be temporarily absent from the TEC for the next three months starting on January 15th. He will coordinate with City staff on who can attend in his absence.

VIII. NOHOA

Commissioner Miller shared that NOHOA and the City of North Oaks worked together to create a Beach Task Force for Pleasant Lake. She thanked Administrator Belfiori for connecting NOHOA and the City to helpful resources. She said they will have actions that can be taken to make Pleasant Lake Beach more swimmable.

IX. Ramsey Soil & Water Conservation Division (RCSWCD)

None.

X. St. Paul Regional Water Services

None.

XI. Public Comment

None.

XII. Next Meetings

TEC meeting: January 14, 2026 at 8:15 am; Board meeting: December 10, 2025 at 7:00 pm.

XIII. Adjourn

It was moved by Commissioner Hoffman and seconded by Commissioner Miller to adjourn the meeting at 9:10 am. Vote: all aye. Motion passed.

VLAWMO Finance Summary: January 2026

Jan-26		Actual 1/1/26	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	\$536,323	\$1,187,929	\$1,202,703	\$0	\$14,774	\$1,202,703	99%
5.12	Service Fees			\$1,000	\$0	\$1,000	\$1,000	0%
5.13	Interest + mitigation acct	\$4,020	\$58,530	\$30,000	\$0	(\$28,530)	\$30,000	195%
5.14	Misc. income - WCA admin & other		\$7,058	\$3,000	\$0	(\$4,058)	\$3,000	235%
5.15	Other Income Grants/loan	\$41,528	\$143,149	\$238,960	\$0	\$95,811	\$238,960	60%
5.16	Transfer from reserves			\$1,180,708	\$180,796	\$1,361,504	\$1,361,504	0%
	TOTAL	\$581,871	\$1,396,666	\$2,656,371	\$180,796	\$1,440,501	\$2,837,167	53%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$2,259	\$29,073	\$33,851	\$0	\$4,778	\$33,851	86%
3.120	Information Systems	\$4,065	\$17,244	\$33,850	\$0	\$16,606	\$33,850	51%
3.130	Insurance		\$9,906	\$12,000	\$0	\$2,094	\$12,000	83%
3.141	Consulting - Audit		\$14,316	\$23,000	\$0	\$8,684	\$23,000	62%
3.142	Consulting - Bookkeeping	\$61	\$575	\$1,500	\$0	\$925	\$1,500	38%
3.143	Consulting - Legal	\$470	\$5,170	\$8,000	\$0	\$2,830	\$8,000	65%
3.144	Consulting - Eng. & Tech.	\$1,237	\$35,502	\$50,000	\$0	\$14,498	\$50,000	71%
3.150	Storm Sewer Utility	\$84,223	\$98,699	\$22,500	\$0	(\$76,199)	\$22,500	439%
3.160	Training (staff/board)	-\$400	\$7,708	\$18,000	\$0	\$10,292	\$18,000	43%
3.170	Misc. & mileage	\$12	\$2,948	\$7,276	\$0	\$4,328	\$7,276	41%
3.191	Administration - staff	\$36,419	\$499,954	\$470,287	\$13,165	(\$16,502)	\$483,452	103%
3.192	Employer Liability	\$11,637	\$155,021	\$144,579	\$0	(\$10,442)	\$144,579	107%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analysis		\$21,743	\$18,000	\$3,000	(\$743)	\$21,000	104%
3.220	Equipment		\$53	\$3,000	\$0	\$2,947	\$3,000	2%
3.230	Wetland assessment & management			\$10,000	\$0	\$10,000	\$10,000	0%
3.240	Watershed planning /special study	\$5,588	\$115,220	\$150,000	\$0	\$34,780	\$150,000	77%
3.3	Education and Outreach							
3.310	Public Education		\$3,347	\$6,000	\$0	\$2,653	\$6,000	56%
3.320	Comm., Outreach & Marketing	\$2,000	\$8,494	\$20,000	\$5,000	\$16,506	\$25,000	34%
3.330	Community Blue Ed Grant			\$12,000	\$0	\$12,000	\$12,000	0%
Total Core functions: Ops, Monitoring, Education		\$147,571	\$1,024,973	\$1,043,843	\$21,165	\$40,035	\$1,065,008	96%
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		\$38,568	\$38,568	\$0	\$0	\$38,568	100%
3.425	Goose Lake	\$6,521	\$8,133	\$75,000	\$0	\$66,867	\$75,000	11%
3.430	Birch Lake		\$65,472	\$70,000	\$0	\$4,528	\$70,000	94%
3.440	Gilf Black Tam Wilk Amelia	\$8,367	\$144,102	\$375,000	\$100,000	\$330,898	\$475,000	30%
3.450	Pleasant Charley Deep	\$15,000	\$66,067	\$150,000	\$0	\$83,933	\$150,000	44%
3.460	Sucker Vadnais	\$293	\$45,699	\$250,000	\$0	\$204,301	\$250,000	18%
3.48	Programs							
3.480	Soil Health Grant		\$12,559	\$20,000	\$4,524	\$11,965	\$24,524	51%
3.481	Landscape 1		\$1,192	\$50,000	\$26,900	\$75,708	\$76,900	2%
3.482	Landscape 2/BWSR WBF		\$159,776	\$80,000	\$28,207	(\$51,569)	\$108,207	148%
3.483	Project Research & feasibility			\$5,000	\$0	\$5,000	\$5,000	0%
3.485	Facilities Maintenan/ Pub. Ditch Main.	\$308	\$29,944	\$70,000	\$0	\$40,056	\$70,000	43%
3.5	Regulatory							
3.510	Engineer Plan review		\$270	\$5,000	\$0	\$4,730	\$5,000	5%
	<i>Total CIP & Program</i>	\$30,489	\$571,782	\$1,373,568	\$159,631	\$961,417	\$1,533,199	37%
	Total of Core Operations & CIP	\$178,060	\$1,596,755	\$2,417,411	\$180,796	\$1,001,452	\$2,598,207	61%

Fund Balance	12/1/2025	1/1/2026
4M Account	\$539,144	\$963,055
4M Plus Savings	\$262,739	\$263,580
Total	\$801,883	\$1,226,635

Restricted funds	1/1/2026
Mitigation Savings	\$0
Term Series	\$300,000

Vadnais Lake Area Water Management Organization

12:19 PM

Check Detail

01/06/2026

December 11, 2025 through January 14, 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	12/11/2025	US Bank		Checking - 1987		-61.23
				3.142 · Bookkeeping help		-61.23	61.23
TOTAL						-61.23	61.23
Check	eft	12/23/2025	Reliance Standard		Checking - 1987		-231.22
				Insurance Benefit		-231.22	231.22
TOTAL						-231.22	231.22
Check	6100	01/14/2026	Lauren Sampedro		Checking - 1987		-12.25
				3.170 · Misc. & mileage		-12.25	12.25
TOTAL						-12.25	12.25
Check	6101	01/14/2026	North Oaks Home Owners Association		Checking - 1987		-15,000.00
				3.450 · Pleasant Charley Deep		-15,000.00	15,000.00
TOTAL						-15,000.00	15,000.00
Check	6102	01/14/2026	Houston Engineering, Inc		Checking - 1987		-9,802.25
				3.144 · Eng. & Tech.		-1,237.50	1,237.50
				3.440 · Gilfillan Black Tamarack Wilkin		-3,459.25	3,459.25
				3.240 · Watershed Plan Amendment		-5,105.50	5,105.50
TOTAL						-9,802.25	9,802.25
Check	6103	01/14/2026	Ehlers & Associates, Inc.		Checking - 1987		-5,741.25
				3.150 · Storm Sewer Utility		-147.50	147.50
				3.150 · Storm Sewer Utility		-1,237.50	1,237.50
				3.150 · Storm Sewer Utility		-265.00	265.00
				3.150 · Storm Sewer Utility		-295.00	295.00
				3.150 · Storm Sewer Utility		-493.75	493.75
				3.150 · Storm Sewer Utility		-1,577.50	1,577.50
				3.150 · Storm Sewer Utility		-1,725.00	1,725.00
TOTAL						-5,741.25	5,741.25
Check	6104	01/14/2026	Metro WaterShed Partners		Checking - 1987		-2,000.00
				3.320 · Marketing		-2,000.00	2,000.00
TOTAL						-2,000.00	2,000.00
Check	6105	01/14/2026	Barr Engineering Co		Checking - 1987		-8,036.50
				3.440 · Gilfillan Black Tamarack Wilkin		-1,208.00	1,208.00
				3.425 · Goose Lake		-3,485.00	3,485.00
				3.485 · Facilities & Maintenance		-307.50	307.50

	3.425 · Goose Lake	-3,036.00	3,036.00
TOTAL		-8,036.50	8,036.50
Check 6106 01/14/2026 Ramsey County	Checking - 1987		-3,700.00
	3.440 · Gilfillan Black Tamarack Wilkin	-3,700.00	3,700.00
TOTAL		-3,700.00	3,700.00
Check 6107 01/14/2026 SEH	Checking - 1987		-482.30
	3.240 · Watershed Plan Amendment	-482.30	482.30
TOTAL		-482.30	482.30
Check 6108 01/14/2026 City of White Bear Lake	Checking - 1987		-47,824.77
	payroll	-36,419.25	36,419.25
	Administration FICA	-2,724.10	2,724.10
	Administration PERA	-2,731.46	2,731.46
	Insurance Benefit	-5,695.04	5,695.04
	Admin payroll processing	-254.92	254.92
TOTAL		-47,824.77	47,824.77
Check 6109 01/14/2026 Metro - Inet	Checking - 1987		-1,859.23
	IT Support	-1,697.00	1,697.00
	Software	-162.23	162.23
TOTAL		-1,859.23	1,859.23
Check 6110 01/14/2026 Town Law Center, PLLP	Checking - 1987		-762.10
	3.143 · Legal	-469.60	469.60
	3.460 · Sucker Vadnais	-292.50	292.50
TOTAL		-762.10	762.10
Check 6111 01/14/2026 City of Vadnais Heights	Checking - 1987		-2,259.42
	Rent	-1,865.00	1,865.00
	Phone/Internet/Machine Overhead	-335.00	335.00
	Postage	-19.40	19.40
	Copies	-40.02	40.02
TOTAL		-2,259.42	2,259.42
Check 6112 01/14/2026 City of White Bear Lake	Checking - 1987		-76,063.61
	3.150 · Storm Sewer Utility	-76,063.61	76,063.61
TOTAL		-76,063.61	76,063.61
Check 6113 01/14/2026 North Oaks Company	Checking - 1987		-1,955.92
	3.150 · Storm Sewer Utility	-1,955.92	1,955.92
TOTAL		-1,955.92	1,955.92
Check 6114 01/14/2026 Anoka Holdings, LLC	Checking - 1987		-462.43

	3.150 · Storm Sewer Utility	-462.43	462.43
TOTAL		-462.43	462.43

Vadnais Lake Area Water Management Organ 12:21 PM
Profit & Loss 01/06/2026
December 11, 2025 through January 14, 2026 Cash Basis
Dec 11, '25 - Jan 14, 26

Ordinary Income/Expense

Income

5.1 · Income

5.11 · Storm Water Utility	536,322.66
5.13 · Interest	4,020.63
Total 5.1 · Income	540,343.29
6.6.6 · Grants	41,528.00
Total Income	581,871.29

Gross Profit

Expense

3.1 · Administrative/Operations

3.110 · Office

Copies	40.02
Phone/Internet/Machine Overhead	335.00
Postage	19.40
Rent	1,865.00
Total 3.110 · Office	2,259.42

3.120 · Information Systems

IT Support	1,697.00
IT Systems - Hardware	360.00
Software	2,007.86
Total 3.120 · Information Systems	4,064.86

3.142 · Bookkeeping help

3.143 · Legal

3.144 · Eng. & Tech.

3.150 · Storm Sewer Utility

3.160 · Training (staff/board)

3.170 · Misc. & mileage

3.191 · Employee Payroll

payroll

Total 3.191 · Employee Payroll

3.192 · Employer Liabilities

Admin payroll processing

Administration FICA

Administration PERA

Insurance Benefit

Total 3.192 · Employer Liabilities

Total 3.1 · Administrative/Operations

3.2 · Monitoring and Studies

3.240 · Watershed Plan Amendment

Total 3.2 · Monitoring and Studies	5,587.80
3.3 · Education and Outreach	
3.320 · Marketing	<u>2,000.00</u>
Total 3.3 · Education and Outreach	2,000.00
3.4 · Capital Imp. Projects/Programs	
3.425 · Goose Lake	6,521.00
3.440 · Gilfillan Black Tamarack Wilkin	8,367.25
3.450 · Pleasant Charley Deep	15,000.00
3.460 · Sucker Vadnais	<u>292.50</u>
Total 3.4 · Capital Imp. Projects/Programs	30,180.75
3.48 · Programs	
3.485 · Facilities & Maintenance	<u>307.50</u>
Total 3.48 · Programs	<u>307.50</u>
Total Expense	<u>178,060.11</u>
Net Ordinary Income	403,811.18
Net Income	<u>403,811.18</u>

Vadnais Lake Area Water Management Organization

12:17 PM

Custom Transaction Detail Report

01/06/2026

November 1, 2025 through January 1, 2026

Accrual Basis

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Nov 1, '25 - Jan 1, 26									
Credit Card Charge	11/03/2025	Google*SVCAPPS_VLAWM			US Bank CC	✓	WEB	42.00	42.00
Transfer	11/20/2025		Funds Transfer		US Bank CC	✓	Checking - 1987	-479.92	-437.92
Credit Card Charge	11/24/2025	Table Covers Now	vlawmo table cover		US Bank CC	✓	3.320 · Marketing	141.75	-296.17
Credit Card Charge	11/24/2025	Jotform Inc	website forms & service		US Bank CC	✓	3.320 · Marketing	235.20	-60.97
Credit Card Charge	11/25/2025	Adobe "Creative Cloud			US Bank CC	✓	Software	37.92	-23.05
Credit Card Charge	12/01/2025	Amazon.com	wagon		US Bank CC	✓	3.320 · Marketing	65.63	42.58
Credit Card Charge	12/01/2025	Amazon.com	storage bins		US Bank CC	✓	3.320 · Marketing	69.58	112.16
Credit Card Charge	12/01/2025	Custom Ink llc	supplies/give aways		US Bank CC	✓	3.320 · Marketing	396.03	508.19
Credit Card Charge	12/01/2025	Vista Print	supplies		US Bank CC	✓	3.320 · Marketing	84.53	592.72
Credit Card Charge	12/01/2025	Google*SVCAPPS_VLAWM			US Bank CC	✓	WEB	42.00	634.72
Credit Card Charge	12/11/2025	Quickbooks	yearly subscription		US Bank CC	✓	Software	1,845.63	2,480.35
Credit Card Credit	12/23/2025	Regents of the University of Minnesota	angela WRC 2025 (refund)		US Bank CC	✓	3.160 · Training (staff/board)	-400.00	2,080.35
Credit Card Charge	12/23/2025	ESRI	ArcGIS credits		US Bank CC		IT Systems - Hardware	360.00	2,440.35
Nov 1, '25 - Jan 1, 26									
<u>2,440.35</u>									

TEC Staff Memo – January 14, 2026

IV. Administration & Operations

A. January Financial Report and Consider Authorization for Payment

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

B. 2026 Technical Commission Officer Appointments

With January comes the need to elect or confirm a slate of officers for the Technical Commission. Per usual, the Board will officially appoint the TEC Chair, but they look to the TEC to recommend who they want as Chair for the year. Currently, officers from 2025 are:

- Nick Ousky, Chair
- Gloria Tessier, Vice Chair
- Terry Huntrods, Financial Officer
- Susan Miller, Liaison to the Board

Recommended action: Please confirm officer slate for 2026.

C. Confirmation of 2026 TEC Meeting Dates

Requesting confirmation from the TEC of the 2026 meeting schedule and location so this information can be shared with the Board of Directors and be included in the VLAWMO calendar. Current approved meeting schedule is 2nd Wednesday of the month at 8:15am at Vadnais Heights City Hall Council Chambers. **Please note** that the November 11, 2026 TEC meeting is currently scheduled for the Veterans Day Holiday and will need to be rescheduled. Staff would recommend either November 10 (Tuesday) or November 12, 2026 (Thursday) at 8:15am.

D. 2026 Working Budget Overview

At their December 10, 2025 meeting, the VLAWMO Board approved the fund balance carry over “working budget” for 2026. As approved, the final “working” budgeted expenditures for 2026 will be \$2,859,690.

To pay these expenditures the projected income within the approved working budget for 2026 is made up of: 1) \$1,369,000 from the SSU and some small fees and 2) up to \$1,490,690 in fund balance carry over. It is also estimated that \$180,000 of grants/ other outside funding revenue sources will be utilized to implement some of the important projects and programs in the 2026 budget. These outside funding revenue grant amounts are anticipated to be revised based on project board action and project timing constraints and/or other variables.

Summary of some of the key 2026 approved Budget proposed project highlights include:

- East Vadnais Lake Subwatershed Resiliency Project
- Polar Lakes Park Water Reuse Project - Grant dependent
- Resiliency Study- Vadnais Heights City-wide partnership
- Local match for 2nd 319 small watershed grant project design in the Wilkinson – Birch Lakes Subwatershed
- Water quality pretreatment project (upstream of Birch Lake IESF)
- Internal load/alum on Tamarack Lake
- Pleasant Lake management /project partnerships including Carp mgmt, AIS, Shoreline management and city infrastructure plan development.

V. Programs

A. Watershed Awards Reminder

The nomination form is still open for end-of-year watershed awards. VLAWMO staff are eager to celebrate the community collaboration that is critical to VLAWMO's mission. This year, the focus is on community members and groups through the **Watershed Steward Award**. Volunteers, businesses, neighborhood or lake associations, or community groups who have worked independently or with VLAWMO staff to improve water resources or community understanding of water issues are all eligible.

TEC members, municipal partners and affiliates, and the general public are all encouraged to participate in the nomination process. Nominations can be made anonymously. Self-nominations will be accepted.

All nominations must be submitted by Friday, January 23, 2026. The TEC will vote on the award winner at their February meeting, with official announcement and celebration of the recipient at the February Board meeting.

Find details, past award recipients, and a link to the online nomination form at <https://www.vlawmo.org/get-involved/awards/>. The nomination form can be directly accessed at this [link](#).

B. Consider New Website

Initial development of the new VLAWMO website has been completed. The current website has weathered numerous staff transitions and years of use. The new website will offer updated information, a searchable resource library, and streamlined pages for projects and grant programs. Staff shared some of the new grant program pages and features at the December 10, 2025 TEC meeting.

The website update process first began in 2022, with TEC approval of early engagement surveys and scopes of work, then Board approval of subsequent scopes. Since then, website development has been guided by consultants at HDR, as well as best practices in the fields of communication and website design. HDR will conduct a final review of the new website pre-launch to ensure that the website

is accessible and compliant with the [ADA requirements for VLAWMO as an LGU beginning in 2027](#). VLAWMO's goal is to launch the new website by the end of this month before the website technology becomes obsolete.

Work to archive content from the current website will continue throughout the first half of the year to ensure no materials are lost in the transition to the new website, and sufficient steps are taken to preserve data per data protection best practices. Staff will continue refining the website post-launch as needed and to ensure the website remains up to date.

Staff will share a brief overview of key pages from the new website at the TEC meeting.

Requested action: Staff recommend approval of the new website and its submittal to HDR for final updates and publishing this month.

C. SHG 2026-01 White Bear Lake United Methodist Church Pollinator Garden

The White Bear Lake Methodist Church submitted a Soil Health grant application for a pollinator garden across a total area of about 5,700 square feet at their 8.3-acre property in White Bear Lake. The project area is within both of VLAWMO's priority zones for volume reduction and habitat and drains to Goose Lake, then Lambert Creek. The Church previously had native plantings in the proposed pollinator garden area that were planted over a decade ago that were overtaken by invasive species and weeds after its original caretaker could no longer maintain the space. The Church would like to rejuvenate the area into a flourishing pollinator garden with a variety of native plantings and now has active volunteers who can take care of the space, including a Master Gardener. The proposed plants were specifically selected to improve pollinator habitat with species that bloom at various times during the growing season. Preparation work occurred last fall through a controlled burn and physical cutting and mowing of invasive trees like buckthorn. The site is now ready for seed and planting. The Church members will complete the pollinator garden work themselves using native seed mix with cover crops and native plugs. This project also presents an education and outreach opportunity as the proposed pollinator garden is very visible from the street, and the Church holds many events including outdoor services in warmer months, with members and guests who will regularly see the garden, as well as residents located directly across the street from the Church and the proposed project. The Church expressed interest in installing signage to further educate the public about the project.

The total estimated project cost is \$1,368.

Requested action: Staff recommends approval of SHG 2026-01 in the amount of \$1,026.

VI. Projects

A. WMP Comment Response Table Submitted Update

Following the December TEC meeting, the Board approved the VLAWMO Formal Review Comment Response Table and authorized staff to notify and provide the response table to local and state review authorities; further the Board requested staff to work with HEI to transition the WMP document to the formal InDesign layout for review by BWSR.

The VLAWMO Formal Review Comment Response Table was emailed to local and state review authorities on December 11, 2025. VLAWMO is working with HEI on the transition to InDesign and final formatting of the WMP and anticipates providing the final draft to the TEC in February.

VLAWMO anticipates the following next steps and timeline:

- **Feb. 11:** TEC recommendation to the Board on the final WMP
- **Feb. 25:** VLAWMO Board Meeting Public hearing, Board consider approval of WMP, authorize submittal of 90-day draft to BWSR
- **Feb. 26:** VLAWMO staff submit WMP to BWSR
- **April 6:** BWSR Metro meeting and recommendation to Board
- **April 22:** BWSR Board authorization
- Following BWSR approval: Plan adoption and share with review authorities

B. Consider Tamarack Lake Temporary Access Agreement for Phase 4 Alum and Construction Amendment with LRI:

VLAWMO staff worked with project partners to prepare an updated Temporary Access Agreement for Phase 4 of the alum project. Ramsey County has signed and returned the agreement to VLAWMO. The agreement is attached in the packet.

VLAWMO staff worked with Lake Restorations, Inc. (LRI) to prepare an amendment for updated pricing for Phase 4 of the alum project. The cost of alum has not changed since Phase 3 pricing was obtained. The amendment is attached in the packet.

Requested Action: VLAWMO staff request a recommendation to the Board to approve and sign the Temporary Access Agreement for Phase 4 and return the fully signed agreement to Ramsey County. VLAWMO staff also request a recommendation to the Board to approve and sign the Third Amendment to the Contractor Services Agreement in the amount of \$27,380.

Attachments:

- Temporary Access Agreement for Phase 4 Alum
- Third Amendment to the Contractor Services Agreement with LRI

C. 319/Wilkinson Lake

i. Phase 1 Maintenance Update

Phase 1 project maintenance with NST was authorized at the December Board meeting. VLAWMO staff, NST, and NOC coordinated to complete winter woody invasive removal during December. NOC agreed to remove piled woody debris. Maintenance activities were completed on December 15, 2025. VLAWMO staff appreciates the communication, partner involvement, and expeditious completion of this maintenance effort.

Pre-maintenance conditions adjacent to the Phase 1 project ditch



Woody invasive cutting and treating



Cut and piled woody invasives that were removed by NOC



ii. NOC Upstream Wetland Planting Update

The 25-acre restoration that NOC is working on with Stantec adjacent to the deep-water wetland is continuing. In November, Stantec finished adding live stakes, which are shrub cuttings that were collected onsite and planted in the wetland upstream from the deep-water wetland. They installed 108 meadow willow, 130 elderberry, and 238 red-osier dogwood cuttings for a total of 576. Tree guards were included to protect the new plantings from winter browse.



New planting area with tree guards to protect from winter browse



iii. Phase 2 Project Update and Consider Grant Contract

VLAWMO staff received a notification from MPCA on December 1, 2025, to submit 3 documents in preparation for acceptance of the phase 2, 319 project by December 8, 2025. The documents included: EXHIBIT C Capacity Responses, EXHIBIT D Certification of Not Suspended-Debarred, and EXHIBIT H Certification of no conviction of felony financial crimes. These documents were signed by staff and returned to MPCA on December 8.

VLAWMO staff received the grant contract from MPCA on December 18, 2025. The contract includes the phase 2 project workplan that was previously authorized by the TEC and Board. The project award provides for a total project cost of \$516,986.44 of which \$310,191.44 will be grant funds, \$175,776.00 will be cash match funds anticipated to be shared equally between VLAWMO and NOC, and \$31,019.00 will be VLAWMO in-kind match.

Requested action: VLAWMO staff request a recommendation to the Board to sign and return the MPCA grant contract for the phase 2 project as part of the EPA 319, small, priority watershed program. VLAWMO's focus for this project is working to improve water quality in Wilkinson Lake.

Attachment: MCA/319 grant contract for phase 2 project and workplan

D. Tamarack Nature Center: Telemetry Equipment Loan Update

The invasive common carp removal project is transitioning to maintenance, and all active transmitters have ceased to transmit signals due to expired batteries. With telemetry monitoring complete, VLAWMO staff are not using the project telemetry equipment. Tamarack Nature Center asked if they could borrow telemetry equipment for the homeschool outdoor education program unit on telemetry during fall 2025. VLAWMO has extended the loan into 2026, with TNC demonstrating successful educational programming utilizing this equipment. VLAWMO is delighted to be able to share equipment in this way to advance TNC's educational programming initiatives.

From TNC:

5 classes of homeschool students enjoyed using “real” equipment to locate transmitters and animal artifacts hidden around Tamarack grounds last month in our Wildlife Tracking program. I was able to secure free used transmitters directly from ATS to use with the receiver and antenna you lent us.

We really appreciate it!

Student in Wildlife Tracking Program using the telemetry antenna to detect a transmitter signal



Group in Wildlife Tracking Program using the telemetry antenna to detect a transmitter signal





Soil Health Grant Application

Submit completed application to:

Lauren Sampedro

lauren.sampedro@vlawmo.org

Applicant Information:

Name:	White Bear Lake United Methodist Church
Address:	1851 Birch St
City/Township, State, Zip:	White Bear Lake, MN 55109
Phone:	651-334-1280
Email:	cemerkle@hotmail.com



Project Summary:

ESTIMATED TOTAL PROJECT COST (\$)	\$1368.00
AMOUNT REQUESTED (\$1,000 MAX or \$1,250 in Priority Area)	\$1026.00
EXPECTED PROJECT COMPLETION (Month, Year)	June 2026

PROJECT TYPE:

- Downspout/Small Raingarden
- Native Restoration/ Pollinator Garden
- Turfgrass Replacement
- Other

If other, please describe the proposed project: _____

Project Background:

Describe your property.	South facing sloped land, 260 feet long by 26 feet wide, between main entrance of church and Birch Street. According to the USDA soil map, the hillside is Loamy fine sand. The Mesic soil is very well drained. Eighty percent of the land is considered in full sun. The water from our property drains through storm sewers to Goose Lake then Lambert Creek, which drains into East Vadnais Lake.
What is the purpose of your project?	
Does your property connect to a lake, stream, ditch, or wetland in VLAWMO?	Purpose- We are working to rejuvenate a pollinator garden that had been established more than 15 years ago.

Project Background: Continued

<p>Describe how your project will support the goals of the Soil Health Grant Program. (See grant policy)</p>	<p>By reintroducing native plants we will stabilize the hillside, reduce invasive species that have taken root, promote pollinator health, and avoid planting a grass lawn.</p>
<p>Briefly describe the planned installation and maintenance activities for your project.</p>	<p>This fall, in preparation for this project, we had Red Rock Fire do a controlled burn, after which we mowed down the remaining woody plants and cut down the invasive trees.</p> <p>Before the second week in March, we will purchase the Short and Showy seed mixture from Prairie Moon and distribute this over the snow. This will allow the seed to do its winter stratification which takes the seed out of dormancy and allows it to grow this coming summer. To distribute the seed we will mix it with damp sand or kitty litter in a 1:1 mixture and hand throw right on the snow-covered ground. When the weather warms to days 50 degrees, we will do aggressive weed control as some weeds seeds left from the burn will grow faster than our wildflowers seeds. We will also pull or kill any buckthorn or other shrubs that lived through the burn. Will then plant the colossal pollinator kits where indicated on diagram. We will continue to monitor and weed as necessary. Will plan to do another burn in 3 - 5 years if required.</p>

Project Specifications:

TOTAL PROPERTY AREA (Acres)	8.28
Total PROJECT SIZE (SQ FT)	5700
IF APPLICABLE: DEPTH OF RAINGARDEN BASIN (Inches)	N/A



Required Attachments:

- ⇒ Detailed drawing or plan of the proposed project.

- ⇒ Detailed project budget estimate with itemized costs and materials that equal your total estimated cost.

VLAWMO Soil Health Grant Agreement



It is understood that:

1. The grantee is responsible for maintaining the project for at least 5 years after its installation. VLAWMO is not responsible for completing maintenance activities.
2. The grantee will participate in VLAWMO's outreach and project sharing efforts.
3. A project may be visited and inspected by a VLAWMO representative during the 5-year maintenance period.
4. Grant awards will expire within 1 year of grant approval unless the project is extended with VLAWMO approval.

The applicant's signature indicates their agreement to the above terms and certifies the grant application information is true and accurate. A VLAWMO staff signature will constitute an approved and executed grant agreement between the grantee and the VLAWMO.

Applicant/Grantee

Signature

Date 01/02/2026

Print

Curtis Merkle

VLAWMO Staff

Signature

Date

Print

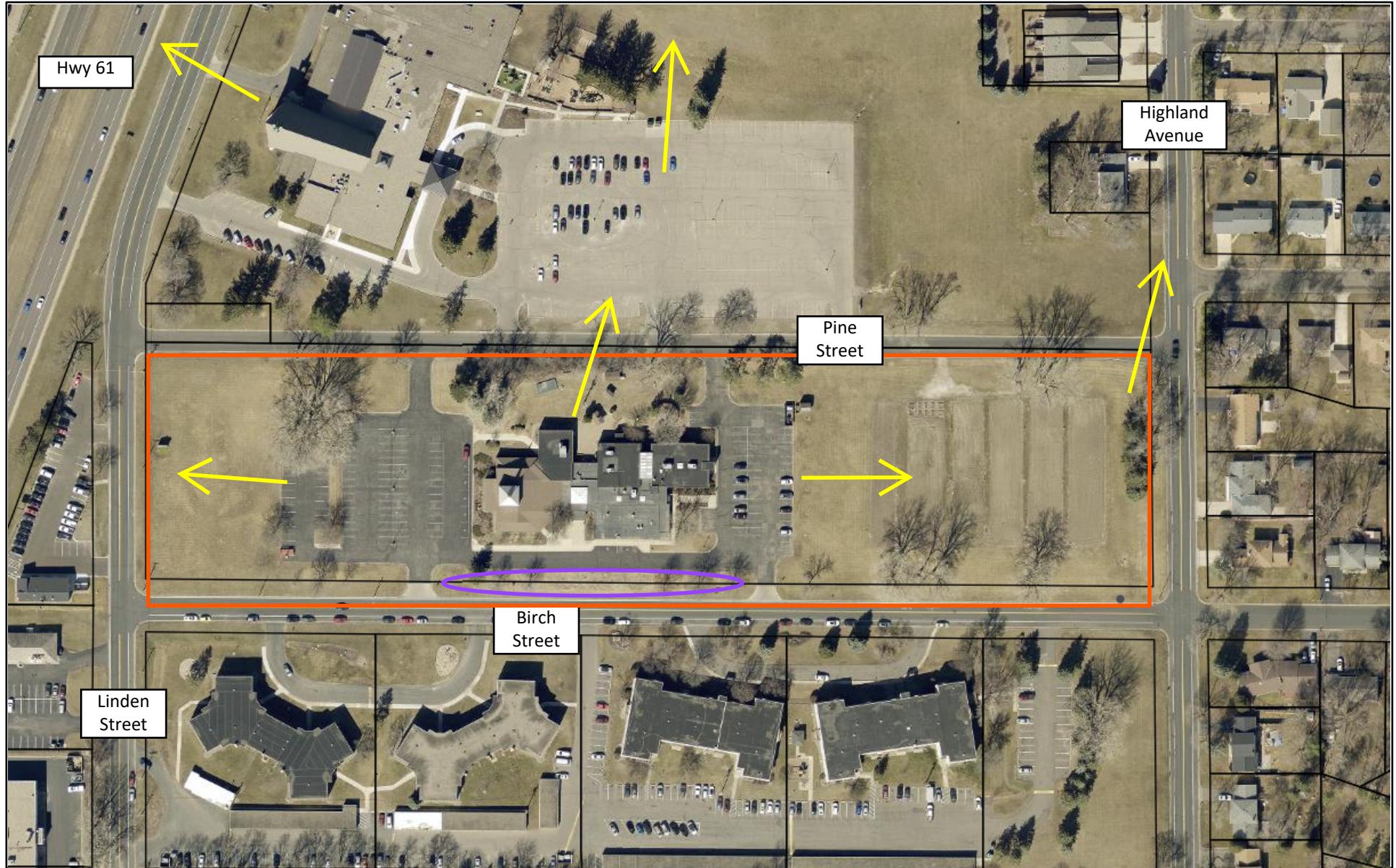


indicates Total Area

Sunny Area

approx. location
of Colossal pollinator Banks

SHG 2026-01 WBL United Methodist Church Pollinator Garden Application



Project Location

Flow Arrows

Pollinator Garden

1:1,128
0 0.01 0.01 0.02 mi
0 0.01 0.02 0.04 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, County of Ramsey, Esri, HERE, Garmin, GeoTechnologies, Inc.

ArcGIS Web AppBuilder

Short & Showy Seed Mix

WILDFLOWERS	
Botanical Name (Common Name)	% by wt.
<i>Agastache foeniculum</i> (Anise Hyssop)	0.90
<i>Allium stellatum</i> (Prairie Onion)	2.25
<i>Anemone cylindrica</i> (Thimbleweed)	0.67
<i>Antennaria plantaginifolia</i> (Pussytoes)	0.45
<i>Aquilegia canadensis</i> (Columbine)	0.45
<i>Asclepias tuberosa</i> (Butterfly Weed)	0.90
<i>Asclepias verticillata</i> (Whorled Milkweed)	0.90
<i>Baptisia bracteata</i> (Cream Wild Indigo)	0.67
<i>Camassia scilloides</i> (Wild Hyacinth)	0.90
<i>Chamaecrista fasciculata</i> (Partridge Pea)	10.78
<i>Coreopsis lanceolata</i> (Lance-leaf Coreopsis)	3.59
<i>Dalea candida</i> (White Prairie Clover)	3.59
<i>Dalea purpurea</i> (Purple Prairie Clover)	6.74
<i>Echinacea angustifolia</i> (Narrow-leaved Coneflower)	4.04
<i>Gentiana flavida</i> (Cream Gentian)	0.45
<i>Heuchera richardsonii</i> (Prairie Alumroot)	0.34
<i>Liatris punctata</i> (Dotted Blazing Star)	1.80
<i>Lupinus perennis</i> subsp. <i>perennis</i> (Sundial Lupine)	2.25
<i>Monarda punctata</i> (Spotted Bee Balm)	0.81
<i>Pedicularis canadensis</i> (Wood Betony)	0.45
<i>Penstemon grandiflorus</i> (Large-flowered Beardtongue)	1.35

Penstemon hirsutus (Hairy Beardtongue)	0.36
Phlox pilosa (Prairie Phlox)	0.36
Primula meadia (Midland Shooting Star)	0.36
Pycnanthemum verticillatum var. pilosum (Hairy Mountain Mint)	0.22
Rudbeckia hirta (Black-eyed Susan)	5.39
Ruellia humilis (Wild Petunia)	0.90
Solidago nemoralis (Old Field Goldenrod)	0.45
Sympyotrichum oolentangiense (Sky Blue Aster)	0.54
Sympyotrichum turbinellum (Prairie Aster)	0.90
Taenidia integerrima (Yellow Pimpernel)	0.90
Tradescantia ohiensis (Ohio Spiderwort)	1.35
Verbena stricta (Hoary Vervain)	1.80
Zizia aptera (Heart-leaf Golden Alexanders)	1.80
Total of WILDFLOWERS:	59.58 %

GRASSES, SEDGES & RUSHES

Botanical Name (Common Name)	% by wt.
Bouteloua curtipendula (Side-oats Grama)	10.78
Bouteloua gracilis (Blue Grama)	6.29
Bromus kalmii (Prairie Brome)	5.39
Carex brevior (Plains Oval Sedge)	5.39
Eragrostis spectabilis (Purple Love Grass)	0.45
Juncus dudleyi (Dudley's Rush)	0.90
Koeleria macrantha (June Grass)	1.35
Schizachyrium scoparium (Little Bluestem)	7.19

Sporobolus heterolepis (Prairie Dropseed)	2.69
Totals of GRASSES, SEDGES & RUSHES:	40.42 %
<p><i>For seed mixes of 1/8 acre or less, we include a cover crop at the rate of 10.5 lbs/ac. ReGreen is a sterile, short-lived perennial wheat hybrid that can be planted spring or fall.</i></p>	



The Colossal Pollinator Garden Kit

\$209.00

+

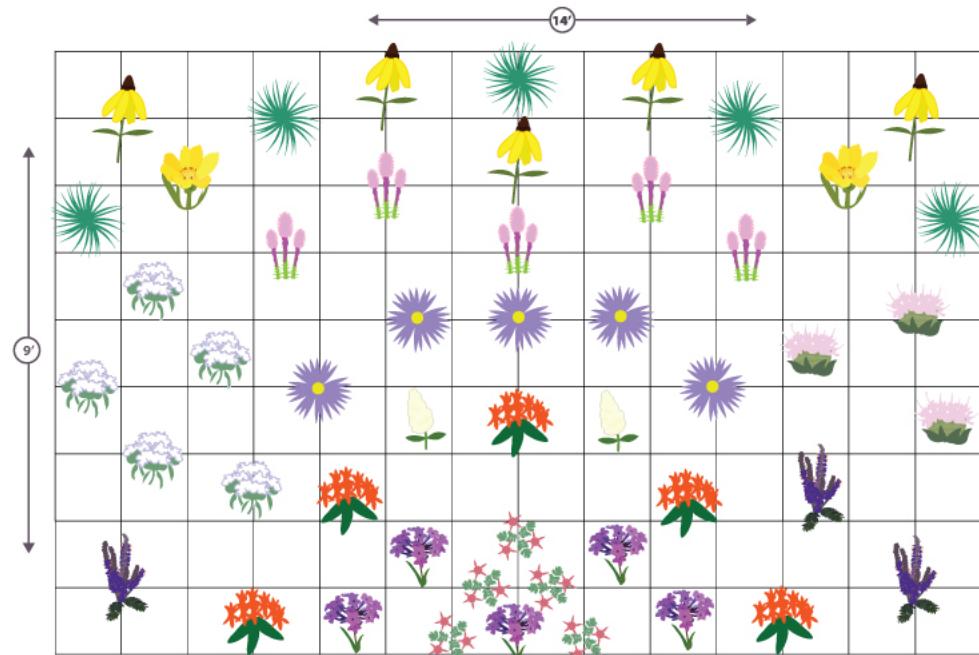
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COMPONENTS

THE COLOSSAL POLLINATOR GARDEN

SPRING 2026

LAYOUT SUGGESTIONS FOR PLANTING



50 PLANTS | 11 Flowers, 1 Grass | Covers 120 - 150 sq ft.



Lead Plant (3)



Butterfly Weed (5)



New Jersey Tea (2)



Prairie Coreopsis (2)



Prairie Smoke (5)



Button Blazing Star (5)



Wild Bergamot (3)



Prairie Phlox (5)



Mountain Mint (5)



Yellow Coneflower (5)



Aromatic Aster (5)



Little Bluestem (5)

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VLAWMO Soil Health Grant Application

White Bear Lake United Methodist Church

Project Budget

Showy Seed mixture from Prairie Moon 1/8 acre		\$323.00
5-Colossal pollinator packs 120-150 sq ft per pack	\$209.00 ea	\$1,045.00
	Total cost:	\$1,368.00

V. C. White Bear Lake United Methodist Church Pollinator Garden

SHG 2026-01 Grant Application

Lauren Sampedro
TEC Meeting
1/14/2026



1

SHG 2026-01-Location Aerial



2

SHG 2026-01-Location Aerial



3



4

Sunny Area

approx. location of Colossal pollinator Pcks

LAYOUT SUGGESTIONS FOR PLANTING

15 ft

15 ft

50 PLANTS | 11 Flowers, 1 Grass | Covers 120 - 150 sq ft.

Lead Plant (3)	Wild Bergamot (3)
Butterfly Weed (5)	Prairie Phlox (5)
New Jersey Tea (2)	Mountain Mint (5)
Prairie Coreopsis (2)	Yellow Coneflower (5)
Prairie Smoke (5)	Aromatic Aster (5)
Button Blazing Star (5)	Little Bluestem (5)

5

PROPERTY ACCESS AGREEMENT
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

PROPERTY OWNER NAME(S): County of Ramsey, a political subdivision of the State of Minnesota, through Ramsey County Parks and Recreation and Ramsey County Soil and Water Conservation Division (“Owner”)

PROPERTY ADDRESS: Tamarack Nature Center, 5287 Otter Lake Rd, White Bear Township, MN 55110 (“Property”)

PROPERTY ID NUMBER (PID): Parcel ID: 103022330003

SECTION 10 TOWN 30 RANGE 22 SUBJ TO RDS THE FOL; EX W 697 FT OF E ...OF W 1/2 OF SEC 10 TN 30 RN 22

EFFECTIVE DATE: February 1, 2026 **TERMINATION DATE:** December 31, 2026

By executing this Property Access Agreement (“Agreement”), the Owner understands that the Vadnais Lake Area Water Management Organization (“VLAWMO”) desires to enter onto the above-listed Property to carry out certain work, as described generally below. This temporary access agreement is an extension of the original access agreement that was approved and executed by all parties as of April 24, 2024, and follow-up extension that was approved and executed by all parties as of December 11, 2024. Those temporary access agreements covered phase 1-3 of the alum project and end during 2025. The work included an access route to the staging area, which is included in **Exhibit A**.

The work consists of an alum treatment, divided into up to four phases, to treat internal phosphorus loading in Tamarack Lake. Tamarack Lake is an impaired water as designated by the Minnesota Pollution Control Agency (MPCA) for nutrients. The work is the result of a preceding feasibility study that is included in the attached contract documents, which is included in **Exhibit B**.

Phase 1 of the alum treatment was completed during fall 2024. Phases 2-3 of the alum treatment were completed during spring and fall 2025. Phase 4 remains to be implemented and is anticipated to occur during 2026, based on post monitoring data collected as of October 2025. The decision for timing of Phase 4 will be a result of monitoring conducted by VLAWMO, authorization of a contract amendment with the contractor to incorporate 2026 pricing, and upon recommendation by the project engineer. The Owner is willing to grant access to the Property on the terms and conditions provided by this Agreement and with ongoing collaboration between both parties. A focus of ongoing communication, especially regarding site access and staging specifics, will be regular updates and accommodation of potential nature center activities. In the event that Phase 4 is scheduled to occur in the fall of 2026, the sensitive activity window of October 24-November 1 will be avoided because of Tamarack Nature Center’s annual high-attendance activity. VLAWMO and the Owner will coordinate around this window of time with additional sensitivity to ensure that the project activities are not interfering with the event. The right of entry granted herein shall apply to VLAWMO, its employees, agents, and contractors, collectively referred to herein as VLAWMO. Owner and VLAWMO agree as follows:

1. **Right of Entry.** Owner hereby grants to VLAWMO, its employees, agents, and contractors a temporary and non-exclusive license to enter upon the Property for the purpose of performing the following work (collectively, the “**Work**”):

The work consists of staging and conducting an alum treatment in Tamarack Lake in up to four phases. Phase 1-3 were completed during 2024-2025. **Exhibit A** shows the access route to the staging area, while **Exhibit B** includes the use area for product delivery, staging, and application. The final use area will be defined by the contractor and is anticipated to be the same as what was completed in phases 1-3. Staging may include temporary parking of vehicles, use of carts to deliver product to the observation platform, and set up and loading from the observation platform. Chemical delivery and maintenance will be conducted consistent with contract documents. Conducting the alum treatment will include a contractor using the parking lot area and vehicle access trails to bring one or more small boats (e.g., pontoon or other similar watercraft) near the application location. Once supplies are close to the application area, they will be transported along the boardwalk using wheeled carts or hand-carried. The small watercraft will be launched at or near the observation platform. Product will be loaded onto the watercraft and applied to the lake in accordance with the description provided by the contractor in the contract documents. Staging will begin prior to each phase of the alum treatment, with communication and coordination between VLAWMO and the Owner. The application of alum during each phase is anticipated to take a few days over the course of 1-2 weeks, dependent upon weather and pH response in the lake. Monitoring will be conducted by the project engineer during the alum application as per MPCA requirements, and VLAWMO will conduct ongoing monitoring once the application has been completed. Phase 4 will be conducted in the same manner as phases 1-3 and will be timed according to recommendations made by the project engineer.

The Owner authorizes VLAWMO, at VLAWMO’s reasonable discretion, to enter upon and temporarily bring onto the Property such equipment and materials as may be reasonably needed to perform the Work. Owner represents and warrants that it is the fee owner of the Property and has the authority and right to enter into this Agreement on behalf of all owners of the Property.

PROPERTY ACCESS AGREEMENT
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

2. **Term.** This Agreement shall commence as of the Effective Date and terminate on the Termination Date as indicated above unless extended by mutual written agreement of the parties. Following completion of the Work, VLAWMO agrees to reasonably restore the Property to its prior condition in the event that it is damaged as a result of the work. All such restoration work shall be completed before the indicated termination date.
3. **Fees and Costs.** VLAWMO shall be solely responsible for the costs of all labor, services, equipment, and materials used in conducting the Work at the Property and shall not permit any lien or encumbrance upon the Property resulting from its activities thereon. VLAWMO is also responsible for all costs associated with restoring the Property.
4. **Property Damage.** If VLAWMO causes damage to the Property or Owner's personal property while performing the Work, VLAWMO shall repair the Property or replace the damaged item at its own cost.
5. **Insurance.** VLAWMO shall require the contractor completing the work to maintain workers' compensation insurance (unless exempt under law) and commercial general liability insurance with coverage limits of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury, and advertising liability. An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

Additional insurance requirements include:

Auto Liability: If the contractor is driving on behalf of the county but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

Work Comp: Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

Additional Insured: The County must be named as an additional insured on all policies and no work can commence until certificates of insurance are delivered to the County.

If requested, the Contractor shall provide the VLAWMO and the Owner a certificate of insurance showing all insurance coverages it has in effect. The Contractor shall have the Owner named as an additional insured on its commercial general liability policy.

6. **Indemnify.** VLAWMO will, and will cause its contractors to, indemnify, hold harmless, and defend Owner and its respective officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's and expert witness's fees, which Owner or its officials, agents, or employees may sustain, incur, or be required to pay, arising out of or by reason of any act or omission of VLAWMO, its contractors, officials, agents, or employees, arising directly or indirectly from VLAWMO's or its contractor's or contractors' presence on the Property, activities on the Property, acts and/or omissions with respect to the Property and/or Work, and/or from the performance, or failure to adequately or safely perform the Work.
7. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.
8. **Governing Law.** This Agreement shall be interpreted in accordance with and be governed by the laws of the state of Minnesota.
9. **Entire Agreement.** This Agreement is the full, complete, and entire agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement. This Agreement may only be amended by the parties hereto by a written and signed instrument.

PROPERTY ACCESS AGREEMENT
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the dates indicated below.

OWNER:



Signature

Mark McCabe, Director Ramsey County Parks

Printed Name

12/03/2025

Date

VLAWMO:

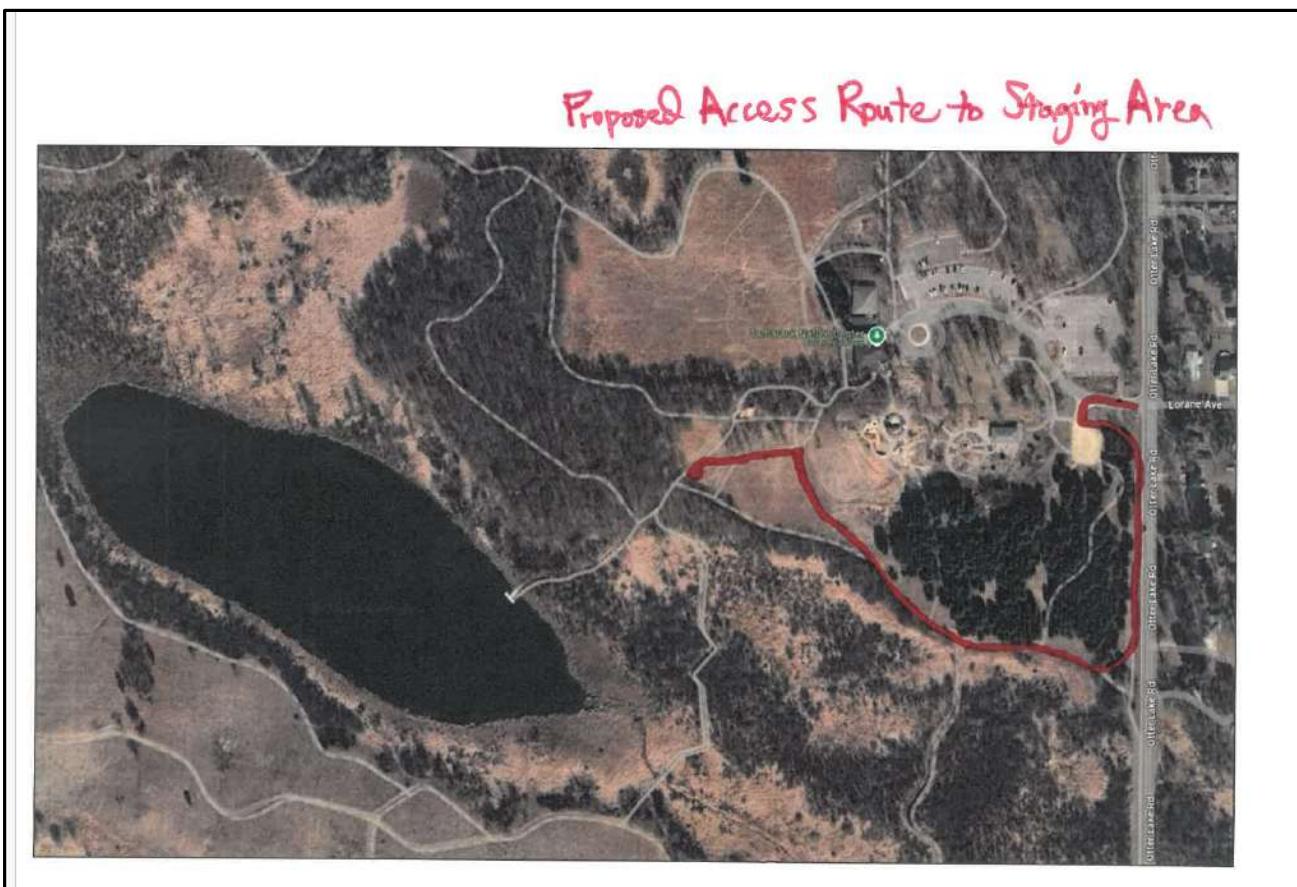
Signature

Printed Name

Date

**PROPERTY ACCESS AGREEMENT
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION**

Exhibit A: Map of access route to the staging area



**PROPERTY ACCESS AGREEMENT
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION**

Exhibit B: Contract documents

Attached, beginning on following page

THIRD AMENDMENT TO THE CONTACTOR SERVICES AGREEMENT
(Tamarack Lake Alum Treatment Project)

This Third Amendment (“**Amendment**”) is made and entered into this 1 day of January, 2026 by and between the Vadnais Lake Area Water Management Organization (“**VLAWMO**”) and Lake Restoration, Inc. (“**Contractor**”).

RECITALS

- A. The parties entered into a Contractor Services Agreement dated August 28, 2024 (“**Agreement**”) to have the Contractor conduct up to four phases of alum applications to equal the full treatment on Tamarack Lake (the full treatment dose was determined in the feasibility study by Barr Engineering, which is part of the Agreement).
- B. The Contractor provided the phase 1 application in 2024, phase 2 application in spring 2025, phase 3 application in fall 2025, and the parties are planning to have the Contractor provide the phase 4 application during 2026.
- C. The parties desire to update the rates in the Agreement for the phase 4 application to be provided in 2026.
- D. The updated rates for phase 4 in 2026 are attached hereto as Exhibit A (“**Updated 2026 Rates**”).

AMENDMENT

In consideration of the mutual promises and agreements made between the parties regarding this matter, the parties hereby agree to amend the Agreement as follows:

1. Phase 4 Application. The parties agree that the updated 2026 Rates, provided in this amendment, shall apply to the phase 4 alum application to be performed by the Contractor on Tamarack Lake, and that the updated 2026 Rates replace the rates contained in Exhibit B of the Agreement for the purposes of the phase 4 application. VLAWMO agrees to pay the Contractor based on the updated 2026 Rates for the phase 4 application.
2. Good Faith Negotiations. The parties agree that this is the final phase of the project, the timing of which is contingent upon monitoring data and the project engineer’s recommendation.
3. No Other Amendments. This Amendment, which includes the recitals and the exhibit, is limited to updating the unit price amounts for phase 4. This Amendment does not modify any other provisions of the Agreement, all of which continue to remain in effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the day and year written above.

VLAWMO:

By: _____
Board Chair

By: _____
Administrator

Date: _____

Contractor:

By: Brain Kretsch
V.P. Sales and Marketing
VP. of Operations

Date: 12/30/2025

EXHIBIT A
Updated 2026 Rates

[attached hereto]

LAKE RESTORATION, INC.

YOUR LOCAL AQUATIC EXPERTS SINCE 1977



12/24/2025

Lake: Tamarack

County: Ramsey

Barr Engineering Company
Attn: Greg Wilson
4300 MarketPointe Drive, Suite 200
Bloomington, MN 55435

Lake Restoration Unit Prices – 2026 Spring Alum Treatment For Tamarack Lake (Phase 4):

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
2.1	Mobilization/Demobilization to Tamarack Lake	EA	1	\$11,580	\$11,580
2.2	Aluminum Sulfate Application to Tamarack Lake	Pounds	20,000	\$0.79	\$15,800
			Total Price	\$27,380	

VLAWMO:

By: _____

Its: _____

Signed, _____

Contractor:

By: Brian Kretsch _____

Its: V.P. of Operations

Brian Kretsch

Signed, 12/30/2025





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

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

SWIFT Contract Number: 279499
AI: 187645
Activity ID: PRO20250002

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

Recitals

1. Under [Minnesota Statutes § 116.03, Subd.2](#), the State is empowered to enter into this grant.
2. The State is in need of the **Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase II** ("project").
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Contract Agreement

- 1.1 **Effective date:** **January 1, 2026**, or the date the State obtains all required signatures, whichever is later. Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.
- 1.2 **Expiration date:** **August 31, 2029**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantees Duties

The parties will perform the services outlined in **Attachment A**, which is attached and incorporated into this agreement.

3. Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Grantees Duties" within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 **Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed **\$310,191.44 (Three Hundred Ten Thousand One Hundred Ninety One Dollars and Forty Four Cents)** which shall be paid in accordance with the terms outlined in **Attachment A**, which is attached and incorporated into this Grant Contract Agreement. Grantee certifies they will provide no less than 40% (forty percent) of the total project cash as cash match or in-kind services, using non-federal funds and/or resources.

4.2 **Administrative Costs.** Grantee administrative costs must be necessary and reasonable.

4.3 **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed amount specified in **Attachment A**. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.4 **Invoices.**

Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule: **At Least Quarterly**

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

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Number
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Other items as requested

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

The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this Grant Contract Agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

4.5 **Federal Funds.** Payments will be subawarded to the Grantee from the United States Environmental Protection Agency through the Federal Clean Water Act, Section 319 (h), CFDA number 66.460. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements not a federal subaward. <https://www.epa.gov/grants/grant-terms-and-conditions>

The Grantee must comply with the requirements of the [Build America, Buy America \(BABA\)](#) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project.

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

5. Conditions of Payment

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

6. Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

- 6.1 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.
- 6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- 6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7. Authorized Representative

- 7.1 The State's Authorized Representative/Project Manager is **Kate MacDonald**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2453, Kate.MacDonald@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.
- 7.2 The Grantee's Authorized Representative is **Dawn Tanner**, 800 East Count Road E, Vadnais Heights, MN 55127, 651-204-6074, dawn.tanner@vlawmo.org, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the State.
- 7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8. Assignment, Amendments, Change Orders, Waiver, and Grant Contract Agreement Complete

- 8.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2 **Amendments.** Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement, or their successors in office.

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

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

8.4 **Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or the State's right to enforce it.

8.5 **Grant Contract Agreement Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9. Subcontracting and Subcontract Payment

9.1 Subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10. Liability

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

11. State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12. Government Data Practices and Intellectual Property Rights

12.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#) as it applies to all data provided by the State under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual property rights

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

B. Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary.

and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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

13. Workers' Compensation

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

14. Governing Law, Jurisdiction, and Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 Termination by the State.

- A. **Without Cause.** The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- B. **With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 Termination by The Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for insufficient funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or, if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this

Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16. Publicity and Endorsement

16.1 **Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

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

17. Data Disclosure

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

18. Reporting Requirements

The Grantee shall submit to the State for review and approval Semi-Annual reports in a format prescribed by the State. These reports shall be due to the State each February 1 and August 1 throughout the life of this Grant Contract Agreement.

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

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

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

A Final Progress and Financial Report, in a format prescribed by the State, shall be due no later than 15 (fifteen) days before the expiration date of the Grant Contract Agreement. Final payment will not be made to the Grantee until the final report is received and approved by the MPCA's Project Manager.

Payments may be withheld from grantees until all reporting requirements have been met.

19. Quality Assurance

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

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

Attachments

The following Attachments are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Attachments, or between Attachments, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Attachment A

Signatures

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

\n21
\n31
\n22
\n41

SWIFT Contract Number: 279499

AI: 187645

Activity ID: PRO20250002

Project Title: Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase II

1. Project summary:
Organization: Vadnais Lake Area Water Management Organization (VLAWMO)

Contractor Contact Name: Dawn Tanner

Title: Program Development Coordinator

Address: 800 East County Road E
Vadnais Heights, MN 55127

Phone: 651-204-6074

Email: dawn.tanner@vlawmo.org

Minnesota Pollution Control Agency (MPCA) Contact:
MPCA Project Manager: Kate MacDonald

Title: Environmental Specialist

Address: 520 Lafayette Road North
St. Paul, MN 55155

Phone: 651-757-2453

Email: Kate.MacDonald@state.mn.us
Brief Project Summary

For phase two (2), VLAWMO is continuing with that effort and working to construct a Best Management Practice (BMP) or a series of variable-sized BMPs (e.g., deep-water wetland/wetland restoration, bends of a meander, ponding/plunge pools/forebay, linear treatment feature, erosion control/repair, habitat improvement, raingarden(s) (bioretention or infiltration), and/or streambank stabilization) either on the north or south side of Wilkinson Lake or a combination of both. Locations to the north and south have been the focus of completed feasibility studies and partnership planning. Both locations have construction challenges that have been identified. Current continued on-site technical analysis efforts are focused on working to address those challenges and identifying final project components.

Wilkinson and Tamarack Lakes are impaired for nutrients. Wilkinson Lake has an approved Total Maximum Daily Load (TMDL) and completed feasibility studies. Tamarack Lake is currently moving into phase three (3) of four (4) of an alum treatment to improve water-quality in this impaired lake. Birch Lake has good water quality and a designation of “protection” in the Vadnais Lake Area Watershed. Birch and Tamarack Lakes flow into Wilkinson Lake. See Watershed Figure (Figure one (1) for locations and context of the first-phase project (completed) and second-phase project site(s) (Figure two (2).

The project that is the focus of this grant phase is a component in a connected network of BMPs that is adding onto the phase one (Ten (10)), completed project. The collection of projects is referred to as the Wilkinson Lake Stormwater Spine. Phase II of the spine includes ponding/treatment BMP(s) to treat regional drainage before discharge into Wilkinson Lake. The overall goal of the Stormwater Spine is to improve water quality in Wilkinson Lake by reducing loading of nutrients and sediment.

The potential location(s) for the second phase of the Wilkinson Lake Stormwater Spine were selected as regionally important to strategically treat water prior to entering Wilkinson Lake; Wilkinson Lake receives water from Tamarack and Birch Lakes through an extensively channelized system. Target areas are important in a largely developed watershed and provide key locations, where the majority of subwatershed runoff flows through agricultural/private ditch systems prior to entering Wilkinson Lake. The North Oaks Company/North Oaks Farms (NOC) was a primary project partner for the first-phase project. NOC is the landowner of area surrounding Wilkinson Lake to the north and south. NOC has provided a letter of support to the VLAWMO Board of Directors stating their support and desire to collaborate with VLAWMO again in completing the second-phase project. Parcels to the north and south have been identified for placement of a BMP or combination of BMPs. NOC is the owner of those parcels and has stated their desire to allow construction on the identified parcels and to proceed with VLAWMO to secure construction and maintenance easements as designs and project boundaries are provided in the BMP design process.

Figure One (1): Vadnais Lake Area Watershed. Note the locations of Wilkinson, Tamarack, and Birch Lakes.

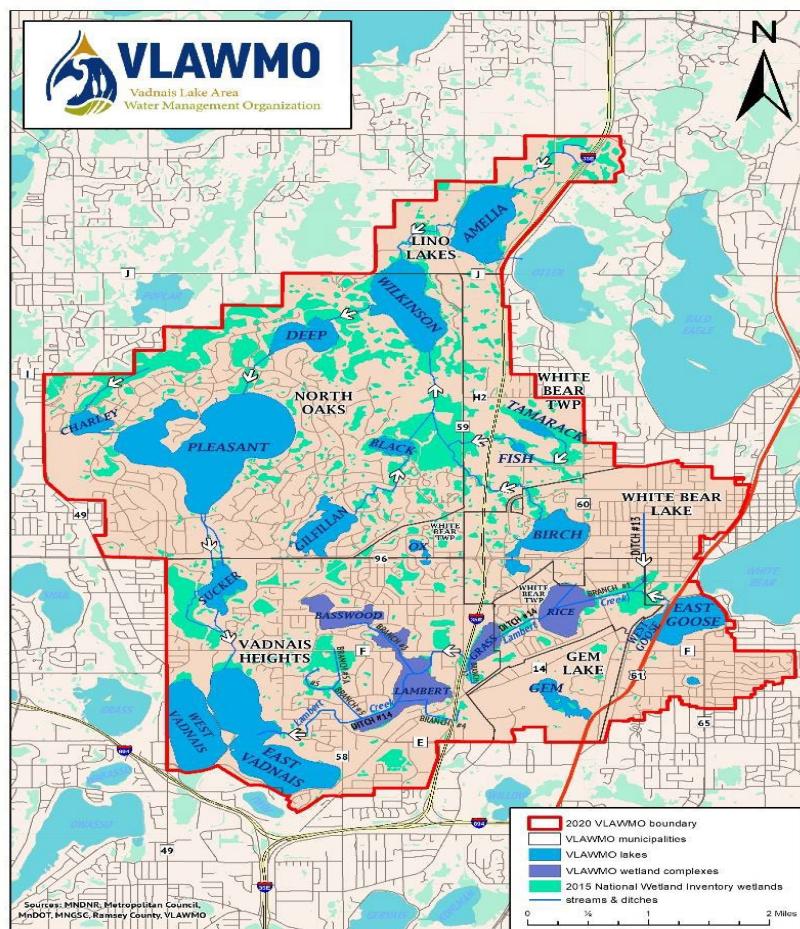
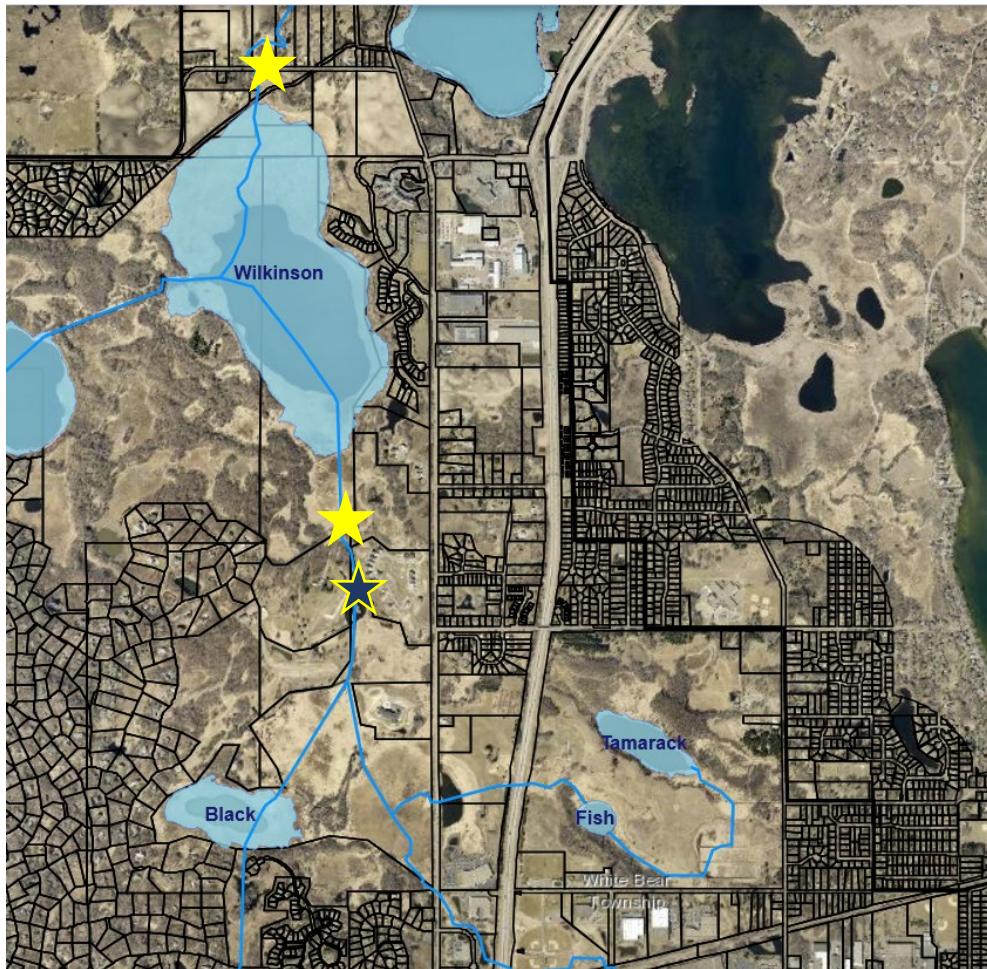


Figure Two (2): Locations and context of the first-phase project (completed, dark blue star) and second-phase (potential) approximate project site(s) (yellow stars). Additional sites for raingardens may be identified using resources provided in the approved NKE document.



2. Workplan Detail

Objective 1: Engineering to complete design and permitting

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

Subtask 1: Working with engineering team, complete any remaining on-site technical analysis including survey and soil testing to inform project footprint and design

Subtask 2: Using footprint and design, determine access routes, staging and construction areas to inform boundaries in temporary construction and extended maintenance easements. Work with legal counsel and landowners to prepare and finalize access rights/easement(s) and maintenance agreement. Incorporate additional stakeholders (e.g., Minnesota Land Trust) as appropriate

Subtask 3: VLAWMO staff work with engineering team to facilitate design process, coordinate partner communication, and obtain permits. Coordinate with and incorporate recommendations of legal counsel. Incorporate revisions to process and planning. Conduct project communication and communicate with stakeholders

Task B: Plan/Spec development

Subtask 1: Working with engineering team, complete preliminary plan/spec. and related documents

Subtask 2: Conduct project communications and public engagement

Subtask 3: Working with engineering team and project partners, complete design to ~80/90%

Subtask 4: Receive and incorporate feedback from permitting authorities, make any necessary changes, and prepare final designs and specs

Subtask 5: Develop contract between owner and contractor, facilitate bid/quote process, select contractor, finalize contract, and provide notice to proceed for construction

Subtask 6: VLAWMO staff work with engineering on revisions to plan/specs, conduct partner/stakeholder meetings, and continue project communication including website and local press articles

Deliverables: Final plans and specs, articles and web links for project announcements and updates, request for bid/quote package(s), determination for selection of contractor(s)

Objective 2: Best Management Practices (BMPs) implementation/construction

Task A: Project construction will include a minimum of one stormwater spine BMP to the north, south, or both sides of Wilkinson Lake

BMP Implementation	Goal	Units
North side options include: deep-water wetland/wetland restoration, ponding/plunge pool/forebay, linear treatment feature, erosion control, raingarden(s) (bioretention or infiltration), and/or habitat improvement	1200	Square feet
South side options include: deep-water wetland, bends of a meander, ponding/plunge pool, erosion control/repair, habitat improvement, raingarden(s) (bioretention or infiltration), and/or streambank stabilization	1200	Square feet
*At a minimum of 1 stormwater spine BMP will be included on the north, south, or both locations		

Subtask 1: Site prep

Subtask 2: Construction initiated through completion

Subtask 3: Site stabilization

Subtask 4: VLAWMO staff conduct site visits and coordinate with engineering team as needed

Task B: Engineering oversight and inspection

Subtask 1: Oversight and inspection conducted, recorded, and compiled

Subtask 2: Final As-Built provided

Deliverables: As-Built for constructed BMP(s)

Objective 3: Monitoring for the effectiveness of BMP and maintenance

Task A: Post-project water-quality monitoring conducted above, below, and at the location of implemented BMPs. Data collected will include total phosphorus (TP) and total suspended solids (TSS)

Task B: initiate maintenance to be carried out as required. May be in partnership between VLAWMO and other partners. Maintenance may include treatment of invasive plant species, vegetation enchantment, and/or repair/stabilization of minor erosion needs

Deliverables: Technical memo summarizing post monitoring data and analysis

Objective 4: Project Management and VLAWMO staff in-kind contribution

Task A: Administration and Reporting:

Subtask 1: Facilitate project management and partner interactions

Subtask 2: Track project activities and budget according to project work plan

Subtask 3: Complete e-LINK reporting requirements

Subtask 4: Track grant budget, matching funds, and expenditures for grant

Subtask 5: Compile, organize, and submit invoices according to grant requirements

Subtask 6: Authorize payment of bills for grant expenses

Subtask 7: Obtain matching funds documentation

Subtask 8: Prepare and submit semi-annual. The terms of which are: Submit to the MPCA for review and approval semi-annual reports in a format prescribed by the State. Semi-Annual Reports shall be due to the State each February 1 and August 1 during the life of the Grant Contract Agreement. The January 1 - June 30 reporting period will be addressed in the August 1 report; the July 1 - December 31 reporting period will be addressed in the February 1 report

Subtask 9: final reports according to the Grant Contract Agreement, the terms of which are to submit the final report 15 days prior to end of contract

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

3. Measurable Outcomes

BMP/Activity	Total Suspended Solids (TSS) Reduction (t/yr) (ton/year)	Total Phosphorus (TP) Reduction (pounds/year) (lb/yr)	Total Nitrogen (TN) Reduction (pounds/year) (lb/yr)
North side options include: deep-water wetland/wetland restoration, ponding/plunge pool/forebay, linear treatment feature, erosion control, raingarden(s) (bioretention or infiltration), and/or habitat improvement	0.5 t/yr *	10 lb/yr *	
South side options include: deep-water wetland, bends of a meander, ponding/plunge pool, erosion control/repair, habitat improvement, raingarden(s) (bioretention or infiltration), and/or streambank stabilization	0.5 t/yr *	10 lb/yr *	
*At a minimum, One (1) stormwater spine BMP will be included on the north, south, or both locations			
Total Reductions			

Load reductions are based on preliminary feasibility information and are subject to change depending upon project final composition, design, and footprint. Updated load reductions will be shared by VLAWMO staff with MPCA as project designs are advanced and modeled reductions are available.

4. Project Budget

	Grant	Match	Match (in-kind)	Total
Objective 1. Engineering to complete design and permitting	\$74,445.44	\$21,093.00	\$8,685.00	\$104,223.44
Objective 2. BMP(s) implementation/construction	\$226,440.00	\$149,410.00	\$8,685.00	\$384,535.00
Objective 3. Monitoring for the effectiveness of BMP and maintenance	\$9,306.00	\$5,273.00	\$4,343.00	\$18,922.00
Objective 4. Administrator			\$9,306.00	\$9,306.00
Total (Not to Exceed)	\$310,191.44	\$175,776.00	\$31,019.00	\$516,986.44

Staff rates shall not exceed the following hourly rates:

Staff #1: Administrator	<u>\$105.77</u>	Staff #4: Water Resources Manager	<u>\$74.24</u>
Staff #2: Program Development Coordinator	<u>\$71.45</u>		
Staff #3: Communications and Outreach Coordinator	<u>\$51.17</u>		

No classifications beyond those listed here shall perform work for the project without prior written approval from the MPCA.