

## BOARD OF DIRECTORS MEETING AGENDA

7:00 PM August 25, 2021

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

- I. **Call to Order**, Chair, Jim Lindner
- II. **Approval of Agenda**
- III. **Approval of June 23, 2021 Board Meeting Minutes**
- IV. **Visitors and Presentations**
  - A. TEC Report (Pg. 14) and Financial (Pg. 7) – August – Paul Duxbury
  - B. Public visitors – non agenda items
- V. **Consent Agenda** 🐦 (Pg. 29)
  - A. Consider Auditor Services RFP for Budget Years 2021-2022 🐦 (Pg. 16)
  - B. MAWD Resolutions Consideration 🐦 (Pg. 21)
  - C. Update on Lambert Lake Project submitted to MAWD
  - D. Great River Greening Update
  - E. Consider Submit MN DNR CPL Grant 🐦
  - F. Update on Amelia Lake bathymetry and aquatic vegetation surveys
  - G. Update on East Goose Lake ALM
- VI. **Business**
  - A. **Administration**
    1. Consider 2022 Storm Sewer Utility Rates – Res. 06-2021 – Phil 🐦 (Pg. 32)
  - B. **WCA & Ditch System Transfer Agreement**
    1. Bluebird Development & Branch Ditch #5
      - a) Consideration of WCA Replacement Plan – Brian 🐦 (Pg. 46)
      - b) Consider Branch Ditch #5 Drng. Sys. Transfer JPA. Res. 07-2021 – Phil 🐦 (Pg. 71)
- VII. **Projects**
  - A. **Consider Branch Ditch #3 Vadnais Heights Repair Agmt – Res. 08-2021 – Phil 🐦 (Pg. 81)**
  - B. **County Ditch 14 “Phase 2” Maintenance –**
    1. Public meeting on VLAWMO CWM Plan Minor Amendment – Phil /Tyler
    2. Consider CWM Plan Minor Amendment Res. 09-2021 🐦 (Pg. 94)
    3. Consider Acceptance of Phase 2 Maint. Construction Plans for Filing & Authorization to solicit quotes 🐦 (Pg. 108)
  - C. **Wilkinson Lake Water Quality BMP – Dawn (Pg. 125)**
    1. Update document sent to North Oaks City Council and NOHOA
    2. Consider NOC MOU and Operations & Maintenance Agreements 🐦
    3. Consider 319 Grant Workplan Submission 🐦
    4. Consider Barr Engineering Scope of Work for Geo Technical and Survey work 🐦
  - D. **Consider Lambert Lake Project Final Application for Payment - Dawn 🐦 (Pg. 167)**
  - E. **Cost Share Program – Tyler**
    1. Consider Landscape Level 2 Grant LL2 2021-01 City of WBL CC Rain Garden 🐦 (Pg. 184)
    2. Consider Landscape Level 2 Grant LL2 2021-02 City of VH PL Rain Garden 🐦 (Pg. 194)
- VIII. **Discussion**
- IX. **Administration Communication**
  - F. Lambert Project Drone footage (time permitting) (Pg. 207)
- X. **Adjourn: Next regular meeting: October 27, 2021**



MINUTES OF THE BOARD OF DIRECTORS – JUNE 2021 REGULAR BOARD MEETING  
 June 23<sup>rd</sup>, 2021  
 Vadnais Heights City Hall Council Chambers  
 800 County Road E East Vadnais Heights, MN 55127

Attendance		Present	Absent*
Jim Lindner, 2021 Chair	City of Gem Lake	X	
Tom Watson	City of North Oaks		X
Rob Rafferty	City of Lino Lakes	X	
Ed Prudhon	White Bear Township		X
Dan Jones, 2021 Vice Chair	City of White Bear Lake	X	
Patricia Youker, 2021 Secretary-Treasurer	City of Vadnais Heights	X	
Phil Belfiori	Administrator	X	
Brian Corcoran	Water Resources Mgr.	X	
Dawn Tanner	Program Development Coord.	X	
Nick Voss	Education & Outreach Coord.	X	
Tyler Thompson	GIS Watershed Tech.	X	

\*absent with prior notice

**Others in attendance:** Paul Duxbury (VLAWMO TEC); Connie Tailon (City of White Bear Lake); Joe Bischoff, Greg Wilson (Barr Engineering).

**I. Call to Order**

The meeting was called to order at 8:16 pm by Chair Lindner.

**II. Approval of Agenda**

The agenda for the June 2021 Board meeting was presented for approval, Chair Lindner asked for any additions or corrections. None.

A motion was made by Rafferty and seconded by Youker to approve the June 23, 2021 Board meeting agenda, as presented. Vote: aye. Motion passed.

**III. Approval of April 28, 2021 Board Meeting Minutes**

The April 28, 2021 Board meeting minutes were presented for approval. Lindner asked for any additions or corrections. None.

A motion was made by Jones and seconded by Youker to approve the April 28, 2021 Board meeting minutes, as presented. Vote: aye. Motion passed.

**IV. Visitors and Presentations**

**A. TEC Report and Financial – June**

Duxbury gave the Board a briefing on current projects and programs, as reviewed at the June TEC meeting and reported on the TEC Report to the Board.

**B. Public Visitors – non-agenda items**

None.

**V. Consent Agenda**

**A. Minor VLAWMO Watershed Plan Amendment for Phase 2 Ditch 14 Project**

Staff has begun coordinating with BWSR for a minor amendment of VLAWMO's 2017-2026 Comprehensive Watershed Management Plan (CWMP) to include and expand on language in the Plan for the anticipated Phase 2 of maintenance work on Ditch 14 in 2021/2022. **Staff recommends the Board review draft minor CWMP amendment changes, approve the draft amendments, authorize staff to distribute the draft plan amendments for a 30-day review & comment to the Plan Review Authorities, and authorize notice for a public meeting at the regular August 25, 2021 VLAWMO Board meeting.**

**C. LMCIT VLAWMO Insurance Renewal/Consider Liability waiver**

Proposed motion to not waive the monetary limits on municipal tort liability, as part of the annual LMC liability insurance renewal.

**D. Letter to BWSR re: MAWD position on watershed-based funding**

Staff recommends Board approval for the proposed support of MAWD policy for continued support of Watershed-Based Implementation Funding.

**E. Project Update Reports**

Staff prepared updates for projects and programs in the June Board meeting packet.

- 1. Volunteer events, City Hall raingarden and planting at Tamarack**
- 2. Spent Lime Application at Ash Street Pond**

**Discussion:** Jones made the motion to move Consent Agenda Item B. for separate and further discussion and separate approval following consent agenda approval. Other Directors agreed. Jones noted that this can be important for public knowledge.

A motion was made by Rafferty and seconded by Youker to approve the June 2021 Board meeting consent agenda, as presented, and removed item B from the consent agenda for separate discussion and approval. Vote: all aye. Motion passed.

**B. Scope for market salary survey (MOVED TO FOR SEPARATE MOTION)**

Consistent with the Subcommittee recommendation, staff recommends the Board approve the attached scope of work from Sara Noah dated June 14, 2021 for Human Resources services. Belfiori summarized the memo and discussed the purpose of the market salary survey and employee retention.

**Discussion:** none.

A motion was made by Jones and seconded by Youker to authorize and proceed with the 2021 scope for market salary survey with Noah & Associates in the amount listed. Vote: all aye. Motion passed.

**VI. Business**

**A. Administration**

**1. Consider 2022 VLAWMO Budget**

Belfiori introduced and presented the proposed 2022 VLAWMO budget and the 5 packet attachments. Consistent with 2022 Budget Subcommittee recommendation from their June 10, 2021 meeting and the direction provided by the Board members at the 2022 preliminary draft budget discussion at the April 28, 2021 Board meeting, Staff recommends that the Board approve the attached 2022 VLAWMO Budget, with the adoption of Resolution 05-2021.

**Discussion:**

A motion was made by Rafferty and seconded by Youker to approve Resolution 05-2021, adopting the 2022 VLAWMO budget. Vote: all aye. Motion passed.

**Resolution 05-2021**  
Of the Vadnais Lake Area Water Management Organization (VLAWMO)  
**Approving the 2022 Budget**

Resolution 05-2021 was moved by Director Rafferty and seconded by Director Youker:

**Whereas**, the Board of the Vadnais Lake Area Water Management Organization has considered the 2022 Budget as recommended by the 2022 Budget /Finance Subcommittee and the attendant information. The 2022 budget and footnotes are attached to this Resolution, and

**Whereas**, Total revenue for 2022 is projected at \$1,541,088 of which \$1,019,521 is from the VLAWMO Storm Sewer Utility (9% increase in the VLAWMO Storm Sewer Utility from 2021) and the remainder of the revenue being from a MPCA 319 Grant, BWSR Watershed-based grant, partnership from local communities, proposed project agreement with North Oaks Company, Fund balance carryover from 2021, and fees/investment income.

**Whereas**, the total expenditures for 2022 is projected at \$1,541,088 which will be paid utilizing: 1) \$1,216,588 of VLAWMO funds/ carry over funds from 2021, and 2) \$324,500 of loans, grants and partnerships funds.

**Therefore** be it resolved that the 2022 Budget, dated 6-23-2021 is approved.

The question was on the adoption of the resolution and there were 4 yeas and 0 nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Dan Jones</i>	√	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	√
<i>Rob Rafferty</i>	√	<input type="checkbox"/>	<input type="checkbox"/>
<i>Tom Watson</i>	<input type="checkbox"/>	<input type="checkbox"/>	√
<i>Patricia Youker</i>	√	<input type="checkbox"/>	<input type="checkbox"/>
<i>Jim Lindner</i>	√	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_ Board Chair Date

\_\_\_\_\_ Attest Date

**VII. Projects**

**A. Update / presentation on East Goose Lake ALM**

VLAWMO staff, City of White Bear Lake staff, and Barr Engineering presented a summary of the recent informational presentations and the results of the initial East Goose ALM community-engagement process. VLAWMO staff is seeking preliminary feedback related to the program and survey results as it prepares for the Community Input Meeting on August 3, 2021.

**Discussion:** Youker and Rafferty asked for clarification on treatment cost and cycles, Bischoff clarified. Rafferty and Belfiori discussed that if an implementation program is ultimately approved by

the VLAWMO Board and Council that it would likely involve a comprehensive approach to lake management including some level of work from the four elements of the ALM program: vegetation management, internal load management, fisheries management and watershed BMPs.

### **B. Consider Motion on 319 Project for Wilkinson Lake**

Tanner updated that work has been continuing between VLAWMO staff, North Oaks Company, and the City of North Oaks on the MOU and BMP maintenance agreement, discussions on ongoing for some aspects of the MOU. The SPRWS worked with VLAWMO staff to submit a grant proposal to the MDH, which is likely to be finalized once the Legislature passes a 2022 budget, to continue site scope and analysis. VLAWMO staff will continue to work with the MPCA to prepare a grant workplan and contract, with a target for VLAWMO Board authorization at the August meeting. Staff seeks several Board motions at this meeting to keep processes moving for workplan and contract development.

**Discussion:** Jones asked the progress of the MOU, Tanner expanded on this and things are going well and an agreement is expected soon.

A motion was made by Youker and seconded by Jones to :

- Continue working closely with MPCA to develop the workplan and grant contract according to MPCA's target timeline,
- Continue working with North Oaks Company and the City of North Oaks to complete the MOU and maintenance agreement with NOC/NOF,
- Authorize acceptance of the MDH grant submitted by SPRWS on behalf of VLAWMO (up to \$10,000 in matching funds) when the legislature votes to approve the budget and the grant is formally made available to VLAWMO,
- Authorize continued project investigation and development in partnership with North Oaks Company and Barr Engineering to conduct survey, soil sampling/geotechnical investigation, and preliminary design using MDH grant funds and VLAWMO 2021 Wilkinson subshed budget allocation.

Vote: all aye. Motion passed.

### **C. Lambert Project AFP**

A pay request was submitted by Sunram Construction, Inc. on June 14, 2021, and the Application for Payment (AFP) #3 was submitted to VLAWMO on June 16, 2021. SEH recommends approval for payment to Sunram Construction, Inc. in the amount of \$33,622.45. A retainage amount of \$1,769.60 is designated as describe in the AFP. The breakdown of payment for AFP #3 is \$33,384.96 for the meander and \$237.50 for sheetpile. Per the recommendation of the project engineer, Staff request authorization from the Board to pay the current pay request for \$33,622.45. Staff also request that the Board authorize the TEC to approve a final AFP, if received prior to the August 25 regular Board meeting, with final review and signature by the Board Chair.

**Discussion:** None.

A motion was made by Youker and seconded by Jones for the authorization of payment to Sunram Construction Inc. in the pay request amount of \$33,622.45 as well as TEC authorization a final AFP, with final review and signature by the VLAWMO Board Chair. Vote: all aye. Motion passed.

### **D. Cost Share Program**

Staff is recommending approval of the Landscape Level 1 grant application LL1 2021-02 and grant funding in an amount up to \$7,500.00 for applicable project installation costs for the Sigmon-Olsen curb cut rain garden in White Bear Township. Staff has reviewed the project plans and specs, and

the TEC has recommended the application and project for Board approval and funding in the amount of \$7,500 at their June 11, 2021 meeting.

**Discussion:** Director Youker asked for more detail on the project maintenance period. Thompson addressed that it's a 10 year period and remains with the property, even if sold.

A motion was made by Rafferty and seconded by Youker for the approval of Landscape Level 1 grant application and project LL1 2021-02, and Landscape Level 1 grant funding for the project in an amount up to \$7,500. Vote: all aye. Motion passed.

**VII. Discussion**

None.

**VIII. Administration Communication**

None.

**IX. Adjourn**

A motion was made by Rafferty and seconded by Youker to adjourn at 8:49 pm. Vote: all aye. Motion passed. Minutes compiled and submitted by Tyler Thompson.

DRAFT

# August 2021 VLAWMO Finance Report

August-21		Actual 8/1/21	Actual to Date	2021 Budget	2020 carry over/Grants	Remaining in Budget	2021 Available	Act vs. Budget
<b>BUDGET #</b>	<b>INCOME</b>							
<b>5.11</b>	Storm Water Utility	\$500,161	\$520,901	\$935,340	\$0	\$414,439	\$935,340	56%
<b>5.12</b>	Service Fees	\$200	\$950	\$200	\$0	(\$750)	\$200	475%
<b>5.13</b>	Interest + mitigation acct	\$14	\$114	\$3,000	\$0	\$2,886	\$3,000	4%
<b>5.14</b>	Misc. income - WCA admin & other	\$1,495	\$1,595	\$3,000	\$0	\$1,405	\$3,000	53%
<b>5.15</b>	Other Income Grants/ <u>loan</u>	\$26,958	\$616,921	\$894,679	\$0	\$277,758	\$894,679	69%
<b>5.16</b>	Transfer from reserves	\$0	\$0	\$192,840	\$14,000	\$206,840	\$206,840	0%
	<b>TOTAL</b>	<b>\$528,829</b>	<b>\$1,140,481</b>	<b>\$2,029,059</b>	<b>\$14,000</b>	<b>\$902,578</b>	<b>\$2,043,059</b>	<b>56%</b>
	<b>EXPENSES</b>							
<b>3.1</b>	<b>Operations &amp; Administration</b>							
<b>3.110</b>	Office - rent, copies, post tel supplies	\$2,016	\$16,145	\$26,214	\$0	\$10,069	\$26,214	62%
<b>3.120</b>	Information Systems	\$2,474	\$12,071	\$22,365	\$4,000	\$14,294	\$26,365	46%
<b>3.130</b>	Insurance	\$6,142	\$6,142	\$7,000	\$0	\$858	\$7,000	88%
<b>3.141</b>	Consulting - Audit	\$0	\$7,025	\$7,728	\$0	\$703	\$7,728	91%
<b>3.142</b>	Consulting - Bookkeeping	\$0	\$0	\$1,500	\$0	\$1,500	\$1,500	0%
<b>3.143</b>	Consulting - Legal	\$653	\$1,296	\$4,000	\$0	\$2,704	\$4,000	32%
<b>3.144</b>	Consulting - Eng. & Tech.	\$1,605	\$1,801	\$30,000	\$0	\$28,199	\$30,000	6%
<b>3.150</b>	Storm Sewer Utility	\$0	\$6,236	\$13,000	\$0	\$6,764	\$13,000	48%
<b>3.160</b>	Training (staff/board)	\$0	\$4,120	\$8,750	\$0	\$4,630	\$8,750	47%
<b>3.170</b>	Misc. & mileage	\$223	\$1,831	\$6,300	\$0	\$4,469	\$6,300	29%
<b>3.191</b>	Administration - staff	\$27,792	\$234,527	\$370,307	\$0	\$135,780	\$370,307	63%
<b>3.192</b>	Employer Liability	\$8,691	\$70,410	\$102,376	\$10,000	\$41,966	\$112,376	63%
<b>3.2</b>	<b>Monitoring and Studies</b>							
<b>3.210</b>	Lake and Creek lab analysis	\$2,802	\$7,501	\$18,000	\$0	\$10,499	\$18,000	42%
<b>3.220</b>	Equipment	\$0	\$849	\$3,000	\$0	\$2,151	\$3,000	28%
<b>3.230</b>	Wetland assessment & management	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
<b>3.3</b>	<b>Education and Outreach</b>							
<b>3.310</b>	Public Education	\$0	\$2,743	\$8,500	\$0	\$5,757	\$8,500	32%
<b>3.320</b>	Marketing	\$328	\$792	\$7,500	\$0	\$6,708	\$7,500	11%
<b>3.330</b>	Community Blue Ed Grant	\$53	\$326	\$10,000	(\$4,500)	\$5,174	\$5,500	6%
<b>Total Core functions: Ops, Monitoring, Education</b>		<b>\$52,780</b>	<b>\$373,814</b>	<b>\$646,540</b>	<b>\$9,500</b>	<b>\$282,226</b>	<b>\$656,040</b>	<b>57%</b>
	<b>Capital Improvement Projects and Programs</b>							
<b>3.4</b>	<b>Subwatershed Activity</b>							
<b>3.410</b>	Gem Lake	\$0	\$0	\$0	\$0	\$0	\$0	
<b>3.420</b>	Lambert Creek	\$1,548	\$622,736	\$222,100	\$0	(\$400,636)	\$222,100	280%
<b>3.425</b>	Goose Lake	\$2,003	\$4,197	\$124,200	\$0	\$120,003	\$124,200	3%
<b>3.430</b>	Birch Lake	\$0	\$637	\$0	\$0	(\$637)	\$0	#DIV/0!
<b>3.440</b>	Gilf Black Tam Wilk Amelia	\$102	\$1,173	\$16,000	\$0	\$14,827	\$16,000	7%
<b>3.450</b>	Pleasant Charley Deep	\$0	\$2,618	\$22,500	\$0	\$19,883	\$22,500	12%
<b>3.460</b>	Sucker Vadnais	\$0	\$16,533	\$12,500	\$0	(\$4,033)	\$12,500	132%
<b>3.48</b>	<b>Programs</b>							
<b>3.480</b>	Soil Health Grant	\$0	\$910	\$4,500	\$0	\$3,590	\$4,500	20%
<b>3.481</b>	Landscape 1	\$2,222	\$4,445	\$16,000	\$0	\$11,555	\$16,000	28%
<b>3.482</b>	Landscape 2	\$0	\$2,250	\$28,000	\$0	\$25,750	\$28,000	8%
<b>3.483</b>	Project Research & feasibility	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
<b>3.485</b>	Facilities Maintenance	\$1,915	\$12,353	\$46,540	\$0	\$34,187	\$46,540	27%
<b>3.5</b>	<b>Regulatory</b>							
<b>3.510</b>	Engineer Plan review	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
	<b>Total CIP &amp; Program</b>	<b>\$7,789</b>	<b>\$667,852</b>	<b>\$492,340</b>	<b>\$0</b>	<b style="color: red;">(\$175,512)</b>	<b>\$492,340</b>	<b>136%</b>
	<b>Total of Core Operations &amp; CIP</b>	<b>\$60,569</b>	<b>\$1,041,665</b>	<b>\$1,138,880</b>	<b>\$9,500</b>	<b>\$106,715</b>	<b>\$1,148,380</b>	<b>91%</b>

<b>Fund Balance</b>	7/1/2021	8/1/2021
4M Account	\$274,295	\$712,420
4M Plus Savings	\$324,154	\$324,163
<b>Total</b>	<b>\$598,449</b>	<b>\$1,036,582</b>

<b>Restricted funds</b>		8/1/2021
Mitigation Savings		\$21,037
Term Series		\$0

# August 2021 VLAWMO Finance Report

**Vadnais Lake Area Water Management Orga**  
**Profit & Loss**  
 July 10 through August 13, 2021

12:29 PM

08/03/2021

Cash Basis

Jul 10 - Aug 13, 21

<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Misc.	1,495.25
<b>5.1 · Income</b>	
5.12 · Service Fees	200.00
5.13 · Interest	14.01
5.15 · Other Income Grants/Loan	26,958.27
<b>Total 5.1 · Income</b>	<b>27,172.28</b>
<b>Total Income</b>	<b>28,667.53</b>
<b>Gross Profit</b>	<b>28,667.53</b>
<b>Expense</b>	
<b>3.1 · Administrative/Operations</b>	
<b>3.110 · Office</b>	
Copies	86.50
Phone/Internet/Machine Overhead	290.00
Postage	24.97
Rent	1,615.00
<b>Total 3.110 · Office</b>	<b>2,016.47</b>
<b>3.120 · Information Systems</b>	
IT Support	1,203.91
WEB	707.00
Website & email hosting	563.37
<b>Total 3.120 · Information Systems</b>	<b>2,474.28</b>
3.130 · Insurance	6,142.00
3.143 · Legal	652.80
3.144 · Eng. & Tech.	1,605.05
3.170 · Misc. & mileage	222.62
<b>3.191 · Employee Payroll</b>	
Payroll	27,792.04
<b>Total 3.191 · Employee Payroll</b>	<b>27,792.04</b>
<b>3.192 · Employer Liabilities</b>	
Admin payroll processing	44.92
Administration FICA	2,014.01
Administration PERA	2,084.40
Insurance Benefit	4,547.55
<b>Total 3.192 · Employer Liabilities</b>	<b>8,690.88</b>
<b>Total 3.1 · Administrative/Operations</b>	<b>49,596.14</b>
<b>3.2 · Monitoring and Studies</b>	
3.210 · Lake & Creek lab analysis	2,802.00
<b>Total 3.2 · Monitoring and Studies</b>	<b>2,802.00</b>
<b>3.3 · Education and Outreach</b>	
3.320 · Marketing	328.00
3.330 · Community Blue Education Grant	53.41
<b>Total 3.3 · Education and Outreach</b>	<b>381.41</b>

# August 2021 VLAWMO Finance Report

Total 3.3 · Education and Outreach	381.41
3.4 · Capital Imp. Projects/Programs	
3.420 · Lambert Creek Restoration	
LL VLAWMO cash match	1,547.84
Total 3.420 · Lambert Creek Restoration	<u>1,547.84</u>
3.425 · Goose Lake	2,002.60
3.440 · Gilfillan Black Tamarack Wilkin	102.00
Total 3.4 · Capital Imp. Projects/Programs	<u>3,652.44</u>
3.48 · Programs	
3.481 · Landscape 1 - cost-share	2,221.87
3.485 · Facilities & Maintenance	1,914.75
Total 3.48 · Programs	<u>4,136.62</u>
Total Expense	<u>60,568.61</u>
Net Ordinary Income	<u>-31,901.08</u>
Net Income	<u><u>-31,901.08</u></u>

# August 2021 VLAWMO Finance Report

## Vadnais Lake Area Water Management Organization Check Detail July 10 through August 13, 2021

12:26 PM

08/03/2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	07/26/2021	Reliance Standard		Checking - 1987		-202.29
				Insurance Benefit		-202.29	202.29
TOTAL						-202.29	202.29
Check	eft	07/26/2021	Reliance Standard		Checking - 1987		-90.00
				Insurance Benefit		-90.00	90.00
TOTAL						-90.00	90.00
Check	eft	07/26/2021	further		Checking - 1987		-5.00
				Insurance Benefit		-5.00	5.00
TOTAL						-5.00	5.00
Check	5171	08/13/2021	Tyler J Thompson		Checking - 1987		-61.94
				3.170 · Misc. & mileage		-61.94	61.94
TOTAL						-61.94	61.94
Check	5172	08/13/2021	Nicholas Voss		Checking - 1987		-20.16
				3.170 · Misc. & mileage		-20.16	20.16
TOTAL						-20.16	20.16
Check	5173	08/13/2021	Brian Corcoran		Checking - 1987		-128.76
				3.170 · Misc. & mileage		-128.76	128.76
TOTAL						-128.76	128.76
Check	5174	08/13/2021	Dawn Tanner		Checking - 1987		-11.76
				3.170 · Misc. & mileage		-11.76	11.76
TOTAL						-11.76	11.76
Check	5175	08/13/2021	ESRI		Checking - 1987		-707.00
				WEB		-707.00	707.00
TOTAL						-707.00	707.00
Check	5176	08/13/2021	Ed Welsch		Checking - 1987		-750.00
				3.481 · Landscape 1 - cost-share		-750.00	750.00
TOTAL						-750.00	750.00
Check	5177	08/13/2021	Dan Green		Checking - 1987		-1,471.87
				3.481 · Landscape 1 - cost-share		-1,471.87	1,471.87
TOTAL						-1,471.87	1,471.87

# August 2021 VLAWMO Finance Report

<b>Check 5178 08/13/2021 RMB Environmental Laboratories, Inc.</b>	<b>Checking - 1987</b>		<b>-2,802.00</b>
	3.210 · Lake & Creek lab analysis	-695.00	695.00
	3.210 · Lake & Creek lab analysis	-44.00	44.00
	3.210 · Lake & Creek lab analysis	-237.00	237.00
	3.210 · Lake & Creek lab analysis	-1,354.00	1,354.00
	3.210 · Lake & Creek lab analysis	-472.00	472.00
TOTAL		-2,802.00	2,802.00
<b>Check 5179 08/13/2021 City of Vadnais Heights</b>	<b>Checking - 1987</b>		<b>-2,016.47</b>
	Rent	-1,615.00	1,615.00
	Phone/Internet/Machine Overhead	-290.00	290.00
	Postage	-24.97	24.97
	Copies	-86.50	86.50
TOTAL		-2,016.47	2,016.47
<b>Check 5180 08/13/2021 HDR Engineering, Inc.</b>	<b>Checking - 1987</b>		<b>-563.37</b>
	Website & email hosting	-563.37	563.37
TOTAL		-563.37	563.37
<b>Check 5181 08/13/2021 Barr Engineering Co</b>	<b>Checking - 1987</b>		<b>-1,921.00</b>
	3.425 · Goose Lake	-1,921.00	1,921.00
TOTAL		-1,921.00	1,921.00
<b>Check 5182 08/13/2021 FastSigns</b>	<b>Checking - 1987</b>		<b>-53.41</b>
	3.330 · Community Blue Education Grant	-53.41	53.41
TOTAL		-53.41	53.41
<b>Check 5183 08/13/2021 Houston Engineering, Inc</b>	<b>Checking - 1987</b>		<b>-1,200.75</b>
	3.485 · Facilities & Maintenance	-1,200.75	1,200.75
TOTAL		-1,200.75	1,200.75
<b>Check 5184 08/13/2021 Press Publications</b>	<b>Checking - 1987</b>		<b>-70.00</b>
	3.320 · Marketing	-70.00	70.00
TOTAL		-70.00	70.00
<b>Check 5185 08/13/2021 Kennedy &amp; Graven, Chartered</b>	<b>Checking - 1987</b>		<b>-1,958.40</b>
	3.485 · Facilities & Maintenance	-714.00	714.00
	LL VLAWMO cash match	-408.00	408.00
	3.440 · Giffillan Black Tamarack Wilkin	-102.00	102.00
	3.143 · Legal	-652.80	652.80
	3.425 · Goose Lake	-81.60	81.60
TOTAL		-1,958.40	1,958.40
<b>Check 5186 08/13/2021 City Of Roseville</b>	<b>Checking - 1987</b>		<b>-1,203.91</b>
	IT Support	-1,203.91	1,203.91

# August 2021 VLAWMO Finance Report

TOTAL		-1,203.91	1,203.91
	<b>Check 5187 08/13/2021 impressive print</b>	<b>Checking - 1987</b>	<b>-258.00</b>
		3.320 · Marketing	-258.00      258.00
TOTAL		-258.00	258.00
	<b>Check 5188 08/13/2021 League of MN Cities Insurance Trust WC</b>	<b>Checking - 1987</b>	<b>-2,483.00</b>
		3.130 · Insurance	-2,483.00      2,483.00
TOTAL		-2,483.00	2,483.00
	<b>Check 5189 08/13/2021 League of MN Cities Insurance Trust P &amp; C</b>	<b>Checking - 1987</b>	<b>-3,659.00</b>
		3.130 · Insurance	-3,659.00      3,659.00
TOTAL		-3,659.00	3,659.00
	<b>Check 5190 08/13/2021 SEH</b>	<b>Checking - 1987</b>	<b>-2,744.89</b>
		LL VLAWMO cash match	-1,139.84      1,139.84
		3.144 · Eng. & Tech.	-1,605.05      1,605.05
TOTAL		-2,744.89	2,744.89
	<b>Check 5191 08/13/2021 City of White Bear Lake</b>	<b>Checking - 1987</b>	<b>-36,185.63</b>
		Payroll	-27,792.04      27,792.04
		Administration FICA	-2,014.01      2,014.01
		Administration PERA	-2,084.40      2,084.40
		Insurance Benefit	-4,250.26      4,250.26
		Admin payroll processing	-44.92      44.92
TOTAL		-36,185.63	36,185.63

# August 2021 VLAWMO Finance Report

## Vadnais Lake Area Water Management Organization Custom Transaction Detail Report June 1 through August 1, 2021

12:24 PM  
08/03/2021  
Accrual Basis

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
<b>Jun 1 - Aug 1, 21</b>									
Credit Card Charge	06/02/2021		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	36.00	36.00
Credit Card Charge	06/09/2021		adobe *photography plan		US Bank CC	√	Software	9.99	45.99
Transfer	06/21/2021			Funds Transfer	US Bank CC	√	Checking - 1987	-262.56	-216.57
Credit Card Charge	06/28/2021		University of Minnesota	PM Training - dawn	US Bank CC	√	3.160 · Training (staff/board)	210.00	-6.57
Credit Card Charge	06/28/2021		Adobe "Creative Cloud		US Bank CC	√	Software	32.20	25.63
Credit Card Charge	06/29/2021		mn Department of Agriculture	pest 2022 license, workshop	US Bank CC	√	3.160 · Training (staff/board)	159.80	185.43
Credit Card Charge	07/01/2021		Nasco	leaf pack kit	US Bank CC		3.310 · Public Education	249.95	435.38
Credit Card Charge	07/05/2021		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	36.00	471.38
Credit Card Charge	07/07/2021		Ace Hardware	fence for E. Vadnais volunteer	US Bank CC		3.460 · Sucker Vadnais	125.02	596.40
								<b><u>596.40</u></b>	<b><u>596.40</u></b>

TEC Report to the Board  
August 2021

Programs & Projects	Effort Level	Completion Date	Comments
	LOW		
	MED		
	HIGH		
<b>Projects</b>			
Lambert Pond /Meander Project		2021/22	Construction of Meander and Sheet Pile completed and final closeout items ongoing.
East Goose Lk Adaptive Mgmt.		2021- ongoing	East Goose ALM community input meeting held on Aug. 3, 2021. Anticipated next step is consideration of the scope of work for development of the East Goose ALM management plan at the October 2021 VLAWMO Board meeting
Ditch 14 Maintenance project		2021/22	Working on Phase II project coordination on Ditch 14, Public mtg held 7/28/21. Consideration of the Minor amendment to the Watershed plan and authorization of soliciting quotes for the proposed project plan at the August 25 VLAWMO Board meeting.
MPCA 319 /Wilkinson Lake BMP		2021-23	Proposed project agreements (for access, maintenance and financial partnership) will be considered by the VLAWMO Board at the Aug. 25th Board meeting. Grant workplan with the MPCA will also be considered at the Aug. 25th Board meeting. Barr Eng. developing scope of work for initial project site survey and geo-tech review.
21-23 BWSR WBF		2023	The VH Bridgewood Park project and application is moving forward, along with design for a Birch Lake Elementary parking lot rain retrofit.
<b>Programs</b>			
Outreach		Feb-April	Lambert Lake Pond and Meander Factsheet completed to celebrate completion of project construction.
Education		April-June	New MS4 programming underway in collaboration with neighboring watersheds. Raingarden community tour scheduled for August.
Website		summer 2021	East Goose Lake Adaptive Management Web Hub posted on website and now includes Barr's presentation to City Council and Community engagement result document. New projects pages for Lambert Creek dredging, Co Rd F raingardens. 2021 cost-share program reflected on grants page and under news.
WAV		ongoing	WAV activities for 2021 allocated. Junior Watershed Explorer booklet continuing promotion, Aquatic Invasive Species detection continuing for 2021 monitoring year. Community-engaged U of MN volunteers active until end of college semester.
Cost Share		ongoing	One 2021 street recon RG in WBL, 2021 landowner site visits and communication ongoing, grants moving forward & being closed out.
GIS		ongoing	Ditch 14 Phase 2 mapping, 2022 SSU, West Vadnais SLMR
Monitoring		ongoing	2021 monitoring season continuing, Ash Street pond monitoring.
WCA		ongoing	administering WCA as needed. Consideration of the Bluebird WCA replacement plan at the Aug 25th Board meeting

TEC Report to the Board  
August 2021

Administration & Operation			
Audit		2021	It is anticipated that advertisement for soliciting Audit firms to conduct 2021 and 2022 Audits will be considered at the August 25 Board meeting.
Budget		2020-21	Consideration of the 2022 SSU rates will be brought forward to the Board at the August 25th meeting.
Personnel		2021	staff continue to pursue professional development per their approved training plans.
SSU		ongoing	Parcel redefinitions have been reviewed as they are submitted.
Administration/ HR		ongoing	Work is underway by HR consultant Sara Noah on development of Board directed salary data collection/ salary survey review project

FINANCIAL SUMMARY as of 8/1/2021			CD's 4M Term Series		
				Maturity	Rate
4M Account (1.10)	4M Plus (1.23)	Total	Term series		
\$712,420	\$324,163	\$1,036,582			

Budget Summary	Actual Expense YTD	2021 Budget amended	Remaining in Budget	% YTD
Operations	\$373,814	\$656,040	\$282,226	57%
CIP	\$667,852	\$492,340	(\$175,512)	136%
Total	\$1,041,666	\$1,148,380	\$106,714	91%



To: VLAMWO Board of Directors

From: Phil Belfiori

Date: August 18, 2021

**RE: Consent agenda item – V. A. 2021 and 2022 RFP for Audit Services**

Pursuant to Minnesota Statute 103B.227, attached please find for Board consideration the proposed RFP for audit services for fiscal years 2021 and 2022.

Pending Board approval, a notice for the attached RFP would be placed in the Legal of MN Cities marketplace, in the White Bear Press and noticed at the offices and placed on the VLAWMO web page.

It is anticipated that this item will be brought forward for Board consideration at the October Board meeting.

**Recommendation:** Staff recommends the Board approval the attached RFP and authorize sending out notice of the RFP to the above mentioned venues.

**DRAFT**  
**VLAWMO**  
**REQUEST FOR PROPOSALS**  
**AUDIT SERVICES**

The Vadnais Lake Area Water Management Organization (VLAWMO) is requesting proposals from qualified firms of certified public accounts for audit of its financial statements for fiscal years ending December 31, 2021 and 2022, pursuant to Minnesota Statutes Section 103B.227, Subd. 5. This audit is to be performed in accordance with the provisions contained in this request for proposal.

VLAWMO is a 24 square mile Joint Powers water management organization in the north east metropolitan area. Our member communities include: Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, White Bear Lake and White Bear Township. More information on our watershed is available on the VLAWMO website: [www.vlawmo.org](http://www.vlawmo.org).

**Scope of Work to be Performed**

VLAWMO is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending December 31, 2021 and 2022. The audit is to be performed in accordance with the provisions contained in this request for proposals. It is further anticipated that the firm selected shall provide audit adjustment notations as needed, and advise as to procedural changes for the betterment of the financial record-keeping of VLAWMO. These services shall be included in the proposal as incidental to the audit.

**Proposal Requirements**

**Executive Summary**

Describe your understanding of the work to be performed and your overall audit philosophy and how this will benefit VLAWMO. Also, describe your firm's philosophy on communications with clients throughout the year.

**Auditing Standards to be Followed**

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in the U. S. General Accounting Office's Government Auditing Standards.

**License to Practice in Minnesota**

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered and licensed to practice in Minnesota.

### **Audit Approach and Timeline**

Submit a work plan to accomplish the scope of services required. The work plan should include time estimates for each significant segment of the work and the staff level position. Where possible, individual staff members should be named and their titles provided. Also include:

1. Sample size and the extent to which statistical sampling is to be used
  - a. Approach to be taken in drawing audit samples for purposes of tests of compliance
2. Type and extent of analytical procedures to be used
3. Approach to be taken to gain and document an understanding of VLAWMO's internal control structure
4. Approach to be taken in determining laws and regulations that will be subject to audit test work

Describe the specific audit approach that will be used to ensure that your auditors cover all pertinent areas. Explain your approach to educating our staff on how to prepare for the audit and the completeness of your pre-audit documentation requests. Provide a detailed timetable by phase for the audit to show how you plan to meet the deliverables within the time frame allotted.

### **Professional Experience**

Describe the most recent auditing experience similar to the type of audit being requested. Include a reference list of local government audit clients.

Identify the partner, audit manager, and supervisors who will work on the audit. Include:

1. Name
2. Position
3. Number of years with your firm
4. Number of years performing governmental audits
5. Year in which the individual last performed a governmental audit

Resumes including relevant experience and continuing education for each individual assigned to the audit should be included.

### **Pricing**

Proposal should contain all pricing information relative to performing the audit as described in this request for proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

Describe your billing rates and procedures for technical questions that may come up during the year, or whether these occasional services are covered in the proposed fee structure.

Additionally, if the pricing may be impacted by the timing of the audit, please provide alternative pricing.

VLAWMO will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

### **Oral Presentation**

At the discretion of VLAWMO firms submitting proposals may be requested to make oral presentations as part of the evaluation process

### **Reports to be Issued**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following reports:

1. An Independent Management letter.
2. A report consisting of the Annual Financial Statements and Supplemental Information.
3. Combined and individual fund statements.
4. A report on compliance with requirements applicable to each major program and on internal control over compliance based on an audit of financial statements.
5. A summary schedule of prior audit findings.
6. A report on compliance with applicable laws and regulations.

The auditor shall communicate in a letter to the Administrator any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the VLAWMO's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the reports. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to the Administrator, which shall be referred to in the report(s) on internal controls.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the VLAWMO Board.

### **Evaluation Criteria**

Cost will be a factor in the selection of an audit firm, however price will not be the sole determining factor in the selection process. VLAWMO will use the following criteria in selecting the best qualified firm:

1. The firm has no conflict of interest with regard to any other work performed by VLAWMO.
2. Knowledge of generally accepted accounting principles, auditing standards, financial policies, and procedures as applicable to governmental entities. The

- audit firm is independent and licensed to practice in Minnesota.
3. Prior experience in auditing financial statements of similar sized or larger governmental agencies in Minnesota.
  4. Proposing Firm's approach to the examination and the work plan for accomplishing the scope of services required in the RFP.
  5. The quality of the firm's professional personnel to be assigned to VLAWMO and availability of trained personnel and technical resources required for conducting the audit.
  6. Familiarity with VLAWMO and its financial approach and system.

**Proposal Submission**

All proposals must be received electronically in PDF format by 4:00 PM on **XXXX, 2021**, submitted to [phil.belfiori@vlawmo.org](mailto:phil.belfiori@vlawmo.org). Questions should be addressed to Phil Belfiori by email and please contact me with questions before **XXXX, 2021**. If possible, please keep proposals to 15 pages or less. The VLAWMO Board of Directors plans to make a selection pursuant to this RFP at its October 27th meeting. The Board of Directors review proposals, reserves the right to reject any and all proposals, and otherwise take such action it deems in the best interest of the VLAWMO.

**Your consideration and response is much appreciated.**



To: VLAMWO Board of Directors

From: Phil Belfiori

Date: August 18, 2021

**RE: Consent agenda item – V. B. Possible Submission on MAWD resolution**

As in past years, attached are the materials related to the 2021 MAWD request for policy resolutions from its membership. If the VLAWMO Board has any policy resolutions it wishes to submit to MAWD, then staff would recommend discussion/consideration at the August 25, 2021 VLAWMO Board meeting.

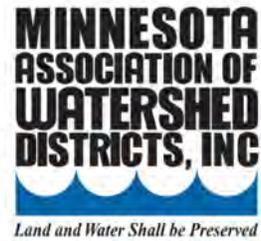
At this time staff does not have any recommended MAWD policy resolutions for 2021.

**Attached:**

MAWD request for resolution packet materials and resolution submittal form.

## MEMORANDUM

DATE: July 1, 2021  
TO: MAWD Members  
FROM: Sherry Davis White, Resolutions Committee Chair  
RE: **2021 REQUEST FOR MAWD RESOLUTIONS**



---

It is that time of year for MAWD members to submit their policy recommendations through our resolutions process. This is YOUR organization and policy statements start with YOU! Here are the next steps and timeline:

- July / August** Members write, discuss, and approve resolutions at their WD/WMO meetings. The more detail you can provide, the easier it will be for the committee to make a recommendation.
- September 1** Administrators submit resolutions and background information documents to the MAWD office at [emily@mnwatershed.org](mailto:emily@mnwatershed.org) by September 1 if possible. If more time is needed, please contact us to let the resolutions committee know another resolution may be coming. The latest possible date to submit a resolution is 60 days before the annual meeting (October 4). We ask for your help to submit resolutions early to give us enough time to turn them back around for discussion by your boards in November.
- September / October** The Resolutions Committee will review the resolutions, gather more information or ask for further clarification when deemed necessary, work with the submitting watersheds to combine similar resolutions, throw out resolutions already active, discuss and make recommendations on their passage to the membership.
- October 31** Resolutions (with committee feedback) will be emailed to each district by Oct. 31
- November** Members should discuss the resolutions at their November meetings and decide who will be voting on their behalf at the annual meeting (2 voting members and 1 alternate are to be designated per watershed organization)
- December 3** Delegates discuss and vote on resolutions at the annual resolutions hearing. Please be prepared to present and defend your resolution.
- December / January** Legislative Committee will review existing and new resolutions and make a recommendation to the MAWD Board of Directors for the 2022 legislative platform
- January 2022** MAWD Board of Directors will finalize the 2022 legislative platform
- January 31, 2022** First day of the 2<sup>nd</sup> half of 92<sup>nd</sup> legislative biennium

NOTE: Resolutions passed by the membership will remain MAWD policy for five years upon which time they will sunset. If a member wishes to keep them on the books, they need to be resubmitted and passed again by the membership. Enclosed with this memorandum are the active resolutions and those that will sunset 12/31/21.

Please feel free to contact me at [sherrywhite@mediacombb.net](mailto:sherrywhite@mediacombb.net) or (952) 215-6963 or our Executive Director Emily Javens if you have any questions at [emily@mnwatershed.org](mailto:emily@mnwatershed.org) or (651) 440-9407.

**THANK YOU FOR YOUR EFFORTS IN OUR POLICY DEVELOPMENT!**

# Background Information

## 2021 MAWD Resolution

---

Proposing District: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Resolution Title: \_\_\_\_\_

### Background that led to the submission of this resolution:

Describe the problem you wish to solve and provide enough background information to understand the factors that led to the issue. Attach statutory or regulatory documents that may be helpful.

### Ideas for how this issue could be solved:

Describe potential solutions for the problem. Provide references to statutes or rules if applicable.

### Efforts to solve the problem:

Document the efforts you have taken to try to solve the issue. For example: have you spoken to state agency staff, legislators, county commissioners, etc? If so, what was their response?

### Anticipated support or opposition:

Who would be willing to partner with us on the issue? Who may be opposed to our efforts? (Ex. other local units of government, special interest groups, political parties, etc.)?

### This issue: (check all that apply)

\_\_\_\_\_ Applies only to our district

\_\_\_\_\_ Applies only to 1 or 2 regions

\_\_\_\_\_ Applies to the entire state

\_\_\_\_\_ Requires legislative action

\_\_\_\_\_ Requires state agency advocacy

\_\_\_\_\_ Impacts MAWD bylaws or MOPP

*(MOPP = Manual of Policies and Procedures)*



# Active MAWD Resolutions

July 1, 2021

---

## FINANCE ISSUES

---

### **2019-06: Oppose Legislation that Forces Spending on Political Boundaries**

MAWD opposes legislation that establishes spending requirements or restricts watershed district spending by political regions or boundaries.

### **2018-02 Increase the \$250k General Fund Tax Levy Limit**

MAWD supports legislation to increase or remove the \$250,000 general fund ad valorem tax levy limit set in MN statute 103D.905 subd. 3. If the limit is raised to a new dollar amount, MAWD supports an inflationary adjustment be added to statute.

### **2019-08: Heron Lake Watershed District General Operating Levy Adjustment**

MAWD supports an increase in Heron Lake Watershed District's general operating levy cap from \$250,000 to an amount not to exceed \$500,000.

### **2019-09: Shell Rock River Watershed District General Operating Levy Adjustment**

MAWD supports an increase in Shell Rock River Watershed District's general operating levy cap from \$250,000 to an amount not to exceed \$500,000.

### **2019-10: Pelican River Watershed District General Operating Levy Adjustment**

MAWD supports an increase in Pelican River Watershed District's general operating levy cap from \$250,000 to an amount not to exceed \$500,000.

### **2019-11: Buffalo Red River Watershed District General Operating Levy Adjustment**

MAWD supports an increase in Buffalo Red River Watershed District's general operating levy cap from \$250,000 to an amount not to exceed \$500,000.

### **2017-05 Middle Fork Crow River Watershed District General Operating Levy Adjustment**

MAWD supports the efforts of Middle Fork Crow River Watershed District to draft and advance special legislation affecting a change in its general fund levy cap.

### **2017-06 Obtain Stable Funding for the Flood Damage Reduction Program**

MAWD supports stable funding (as opposed to the current even year bonding process) for the DNR's Flood Damage Reduction Program. A suggested sustainable level of funding is \$25 million per year for the next 10 years.

### **2016-03 Tax Law Treatment of Conservation Easements**

MAWD supports a legislative initiative to define "riparian buffer" for purposes of conservation easements in state tax code and to establish an administrative procedure whereby a watershed organization would certify, for purposes of section 273.117, a conservation easement or restriction as meeting the water quantity and quality purposes cited in the tax law and therefore be eligible for a reduction in estimated market value.

---

## URBAN STORMWATER

---

### **2017-04 Limited Liability for Certified Commercial Salt Applicators**

MAWD supports passage and enactment of state law that provides a limited liability exemption to commercial salt applicators and property owners using salt applicators who are certified through the established salt applicator certification program who follow best management practices.

### **2017-07 Creation of a Stormwater Reuse Task Force**

MAWD supports legislation requiring creation of a Stormwater Reuse Task Force with membership from Watershed Districts, Cities, Counties, State Agencies and other Stormwater Reuse implementers; and that the Stormwater Reuse Task Force should be charged with developing recommendations that further clarify and/or replace the information in the Water Reuse Report that relates to stormwater reuse best management practices.

---

## PUBLIC DRAINAGE LAW

---

### **2019-02: Add a Classification for Public Drainage Systems that are Artificial Watercourses**

MAWD supports removal of the default Class 2 categorization for public drainage systems that are artificial watercourses and supports a default Class 7 categorization for public drainage systems that are artificial watercourses.

### **2019-04: Clarify County Financing Obligations and/or Authorize Watershed District General Obligation Bonding for Public Drainage Projects.**

MAWD supports legislation to achieve one or both of the following:

- a) To clarify that an affected county must finance a watershed district drainage project on project establishment and request of the watershed district; and
- b) To authorize watershed districts to finance drainage project establishment and construction by issuance of bonds payable from assessments and backed by the full faith and credit of the watershed district; and further provide for adequate tax levy authority to assure the watershed district's credit capacity.

### **2018-08 Reinforce Existing Rights to Maintain/Repair 103E Drainage Systems**

MAWD supports legislation modeled after House File 2687 and Senate File 2419 of the ninetieth legislature (2017-2018) reinforcing that the DNR cannot restrict existing rights to maintain and repair 103E public drainage systems.

---

## LAKES AND WETLANDS

---

### **2020-01 Appealing Public Water Designations**

MAWD supports legislation that would provide landowners with a more formal process to appeal decisions made by the DNR regarding the designation of public waters including the right to fair representation in a process such as a contested case proceeding which would allow landowners an option to give oral arguments or provide expert witnesses for their case.

### **2020-02 Limiting Negative Impacts from Wake Boats**

MAWD supports:

- a) limiting wake boating to areas of lakes sufficiently distanced from shorelines to allow boat generated waves to adequately dissipate and lessen energy before coming into impact with lake shorelines;

- b) banning wake boats wakes in shallow lake areas where waves created by wake boats detrimentally impact sediment, aquatic vegetation, and aquatic habitat; and
- c) requiring new and existing wake boats to be able to completely drain and decontaminate their ballast tanks.

#### **2020-04 Temporary Water Storage on DNR Wetlands during Major Flood Events**

MAWD supports the temporary storage of water on existing DNR-controlled wetlands in the times of major flood events.

#### **2019-07 Chinese Mystery Snail Designation Change and Research Needs**

MAWD supports Chinese Mystery Snail prevention and control research and to change the Chinese Mystery Snail designated status in Minnesota as a regulated species to a prohibited species.

#### **2017-02 Temporary Lake Quarantine Authorization to Control the Spread of AIS**

MAWD supports legislation granting to watershed districts, independently or under DNR oversight, the authority, after public hearing and technical findings, to impose a public access quarantine, for a defined period of time in conjunction with determining and instituting an AIS management response to an infestation.

---

## **WATERSHED MANAGEMENT AND OPERATIONS**

---

#### **2020-03 Soil Health Goal for Metropolitan Watershed Management Plans**

MAWD supports amending Minnesota Rule 8410.0080 to include a goal for soil health in watershed management plans and ten-year plan amendments.

#### **2019-01 Streamline the DNR permitting process**

MAWD supports legislation, rules, and/or agency policies to streamline the DNR permitting process by increasing responsiveness, decreasing the amount of time it takes to approve permits, providing a detailed fee schedule prior to application, and conducting water level management practices that result in the DNR reacting more quickly to serious, changing climate conditions.

#### **2019-03 Support for Managing Water Flows in the Minnesota River Basin Through Increased Water Storage and Other Strategies and Practices.**

MAWD supports efforts to manage the flow of water in the Minnesota River Basin and the Minnesota River Congress in its efforts to increase water storage on the landscape; and

MAWD supports the Minnesota River Congress in its efforts to secure state and federal programs targeted specifically to increase surface water storage in the Minnesota River Watershed.

#### **2019-05 Watershed District Membership on Wetland Technical Evaluation Panels.**

MAWD supports legislation to allow technical representatives of watershed districts to be official members of wetland technical evaluation panels (TEPs).

#### **2018-04 Require Watershed District Permits for the DNR**

MAWD supports an amendment to the MN Statute § 103D.315, subd. 5, to include the MN Department of Natural Resources as a state agency required to get permits from watershed districts when applicable.

#### **2018-06 Ensure Timely Updates to Wildlife Management Area (WMA) Plans**

MAWD supports that Wildlife Management Area (WMA) operation and maintenance plans and/or management plans are either drafted or brought current in a timely fashion, with input from local governmental entities, to ensure their consideration in future One Watershed One Plan efforts.

### **2018-03 Require Timely Appointments to the BWSR Board**

MAWD supports legislation that requires the Governor to make BWSR board appointments within 90 days of a vacancy or board member term expiration.

### **2018-09 Clean Water Council Appointments**

MAWD may ask the representative of the Clean Water Council to resign when they lose their direct association to a watershed district; and that MAWD will recommend to the Governor's office that managers and/or administrators in good standing with MAWD be appointed to the Clean Water Council.

### **2016-01 Making Human Resources Expertise Available to Districts through MAWD**

MAWD supports making human resources expertise available to districts and make every effort to assure districts have access to the expertise they need to effectively manage their organizations.

---

---

## **Resolutions to Sunset**

### **Effective December 31, 2021**

---

---

In accordance with MAWD's Sunset Policy, the following resolutions will be archived at the end of 2021 and will no longer be considered for future legislative and administrative platforms. The Sunset Policy says that resolutions older than five years old shall be removed from the books. If your watershed feels any of these issues should continue to be actively pursued with MAWD resources, then your watershed board needs to write up a new resolution and the issue will need to be voted on and renewed by the membership at the annual meeting in December 2021.

### **2016-01 Making Human Resources Expertise Available to Districts through MAWD**

MAWD supports making human resources expertise available to districts and make every effort to assure districts have access to the expertise they need to effectively manage their organizations.

### **2016-03 Tax Law Treatment of Conservation Easements**

MAWD supports a legislative initiative to define "riparian buffer" for purposes of conservation easements in state tax code and to establish an administrative procedure whereby a watershed organization would certify, for purposes of section 273.117, a conservation easement or restriction as meeting the water quantity and quality purposes cited in the tax law and therefore be eligible for a reduction in estimated market value.

# Background Information

## 2021 MAWD Resolution

---

Proposing District: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Resolution Title: \_\_\_\_\_

*Please attach a signed and dated copy of the resolution to this submittal form. Thank you!*

### **Background that led to the submission of this resolution:**

Describe the problem you wish to solve and provide enough background information to understand the factors that led to the issue. Attach statutory or regulatory documents that may be helpful.

### **Ideas for how this issue could be solved:**

Describe potential solutions for the problem. Provide references to statutes or rules if applicable.

### **Efforts to solve the problem:**

Document the efforts you have taken to try to solve the issue. For example: have you spoken to state agency staff, legislators, county commissioners, etc? If so, what was their response?

### **Anticipated support or opposition:**

Who would be willing to partner with us on the issue? Who may be opposed to our efforts? (Ex. other local units of government, special interest groups, political parties, etc.)?

### **This issue: (check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Applies only to our district   | <input type="checkbox"/> Requires legislative action    |
| <input type="checkbox"/> Applies only to 1 or 2 regions | <input type="checkbox"/> Requires state agency advocacy |
| <input type="checkbox"/> Applies to the entire state    | <input type="checkbox"/> Impacts MAWD bylaws or MOPP    |
- (MOPP = Manual of Policies and Procedures)*



800 County Road E East, Vadnais Heights, MN  
55127

[www.vlawmo.org](http://www.vlawmo.org); [Office@vlawmo.org](mailto:Office@vlawmo.org)

**To:** VLAWMO Board of Directors

**From:** VLAWMO Staff

**Date:** August 25, 2021

**Re:** V. C - G. Project Updates

### **C. Lambert Project/Minnesota Association of Watershed Districts (MAWD) annual meeting submissions**

VLAWMO staff submitted an initial nomination for project of the year for the Lambert meander and sheetpile replacement project. The selected project will be awarded at the MAWD annual conference in December, 2021. The initial nomination deadline is Aug. 26. An invitation for finalists to submit a full nomination will be sent out following evaluation of the first round nominees.

VLAWMO staff also submitted a presentation abstract for the Lambert meander and sheetpile replacement project for the MAWD annual conference. VLAWMO staff will co-present with SEH lead engineer on the project, Emily Jennings. We are looking forward to sharing this exciting project with the broader/statewide watershed community.

### **D. Great River Greening Vadnais-Sucker Park update**

VLAWMO staff have continued working with Great River Greening, the SPRWS, and Ramsey County SWCD to complete the landowner agreement for 45 acres of restoration in Vadnais-Sucker Park. SRPWS has agreed to supply work crews to contribute to maintenance following completion of the multi-phase restoration plan. VLAWMO appreciates the work of our partners to help make projects like this possible.

### **E. Submit MN DNR CPL Grant**

The MN DNR Conservation Partners Legacy (CPL) grant is opening again in Sept. These grants fund restoration and enhancement of project sites. VLAWMO staff request authorization of the Board to submit a proposal for enhancement at the 4<sup>th</sup> and Otter Iron-enhanced Sand Filter site to continue restoration work that is ongoing there to remove invasive species and increase native plant species and abundance. The grant is currently in prep and will be approximately \$5,000. The CPL grants have a 10% match contribution requirement. In-kind time is acceptable and will likely constitute the full VLAWMO contribution portion. The City of WBL has authorized their partnership in going forward with this proposal like the previous CPL grant that was used for the site. With authorization from the Board, the grant proposal will be submitted in Sept.

\*VLAWMO staff request authorization to submit an enhancement proposal for ~\$5,000 to the CPL program to continue restoration work at 4<sup>th</sup> and Otter Lake Road in White Bear Lake.

### **F. Amelia Lake bathymetry and aquatic vegetation survey**

VLAWMO staff joined Ramey County SWCD on July 29 for the bathymetry and aquatic vegetation survey on Amelia Lake. We were especially interested in these surveys because surveys have not been done on Amelia in the past. The water level was quite low, only 2 feet deep in many areas. Thick aquatic vegetation was documented, including extensive native species mats. Invasive Eurasian watermilfoil hybrids were detected. A delineation for invasive Flowering rush was planned. Flowering rush was reported in the lake as part of USGS and MN DNR checks in 1968 and a DNR check in 1995. VLAWMO

staff have tried to locate Flowering rush in the lake over the past 2 years in coordination with the Cooperative Weed Management Area (CWMA). It has not been detected during these checks. It was not detected on the aquatic vegetation survey with RCSWCD either. RC recommends rechecking the area where Flowering rush was reported previously in each of the next 2 years. If it is not found in 3 consecutive years, MN DNR will allow it to be listed as eradicated. The area where Flowering rush was reported is very shallow. It may be that higher water levels over the years drowned it out. In other patches in the County where Flowering rush is found, it is thought to only spread through rhizomes (not seed) and stays fairly contained within an area. We will continue to check for this species and coordinate with partners if it is not found.

Shoreline vegetation is especially interesting at Amelia Lake. Water willow (also called Swamp loosestrife) is a species of conservation concern that is found in the watershed and abundant on Amelia. Purple loosestrife is invasive and quite abundant this year. MN DNR/Ramsey County are discussing possible rejuvenation efforts for beetles that eat Purple loosestrife. VLAWMO may wish to participate if this effort is supported to help protect the native plant species found at Amelia. This may be an additional priority because Amelia is designated as a Lake of Biological Significance (MN DNR).

<p>Air quality was poor due to Canadian fires on July 29 when the Amelia survey was conducted. Shown below is a floating bog that has broken away. These are common on Amelia.</p>	<p>A loaded rake from macrophyte sampling. Native Flat-stem pondweed and Chara are particularly abundant in this sample.</p>
	
<p>Purple loosestrife appears to be rebounding. It may be worth considering reintroducing beetles to eat the Purple loosestrife on Amelia to help protect Water willow, a native plant species of conservation concern that is especially abundant there and sensitive to development. Water willow is abundant in the foreground (behind the Arrowhead) of this photo and looks a little bit like mangroves (to VLAWMO staff).</p>	<p>A close-up view of the root structure of Water willows. Roots are thick and extend into the water, helping to stabilize the shoreline.</p>



#### **G. East Goose Lake ALM Update - 8/3 Community Meeting:**

The Community Input meeting for the East Goose Lake Adaptive Lake Management (ALM) project was held on August 3, 2021 at the City of White Bear Lake Public Safety Training room. Seven residents attended the meeting along with VLAWMO and City Staff, Barr engineering staff and City Council member Biehn. Staff provided a presentation which summarized the various project activities since the December 1, 2020 neighborhood meeting, a summary of the shallow lakes science presentations made the City Council and VLAWMO Boards in May and June 2021, and a summary of the results of the East Goose ALM public engagement process. After the presentation, residents asks several insightful questions and had productive comments on the information presented. The audio of this August 3<sup>rd</sup> community input meeting can be found on the East Goose ALM web hub at:

<https://www.vlawmo.org/projects/east-goose-lake-adaptive-management1/>

To: Board of Directors

From: Phil Belfiori, Administrator

Date: August 18, 2021

Re: **VI. A. 1. 2022 Storm Sewer Utility Rates, Resolution 06-2021**

The annual Storm Sewer Utility (SSU) rates are based on the budget approved by the Board at its June meeting. The Storm Sewer Utility is then calculated on the amount of impervious surface generally associated with different land use types and provides the major financial support for watershed activities. To achieve this SSU revenue amount included in the approved 2022 budget (\$1,019,521), the proposed 2022 SSU annual rate is proposed at \$57.96 unit for the residential 1-3 until land use classification (an increase of \$4.80 /year or about \$0.40 / month) and for all other land use classifications the 2022 annual rate is proposed at \$84.00/acre (which is an increase of \$6.96 / acre for the year or \$0.58 /month).

Overall, the 2022 SSU rate is an increase of 9% over last year. This rate includes a 0.4% buffer to account for subsequent parcel changes, manual overrides and delinquent payments. See the attached memo from Jeanne Vogt of Ehlers for further discussion.

At the August 25, 2021 VLAWMO Board meeting the Administrator will provide a short presentation summarizing the 2022 SSU rate and also provide information comparing surrounding watersheds. This comparison identifies that “average” VLAWMO residential property owners pay less in stormwater fees than compared to the surrounding watersheds in Ramsey County (when compared to the median residential property tax rate).

As discussed at the June Board meeting, this year’s SSU revenue will address funding for continuing progress towards implementation of CIP type projects including:

- Proposed Wilkinson Lake BMP design /implementation;
- Ditch 14 maintenance/ ongoing ditch maintenance & public drainage management;
- Proposed East Goose Adaptive Lake Mangment (ALM) program development;
- Debt service for Lambert sheet pile portion of the project;
- BWSR Watershed-Based Fund Grant implementation.

**Recommendation:** Approval of Resolution 06-2021 setting the Storm Sewer Utility Rates for 2022.

Attachments:

- Resolution 06-2021
- Memo from Jeanne Vogt at Ehlers with manual override attachment link at: [https://www.vlawmo.org/files/5716/2932/2126/VI.\\_A.\\_1.\\_d.\\_Pay\\_2022\\_Manual\\_Overrides.pdf](https://www.vlawmo.org/files/5716/2932/2126/VI._A._1._d._Pay_2022_Manual_Overrides.pdf)
- PowerPoint presentation summarizing proposed SSU rate

# Vadnais Lake Area Water Management Organization

## 2022 Proposed Storm Sewer Utility Rates



August 25, 2021

Prepared by  **EHLERS**  
PUBLIC FINANCE ADVISORS

# Proposed Rate for Payable 2022

---

## **Pay 2021:**

\$53.16/unit

\$77.04/acre

## **Pay 2022:**

\$57.96/unit

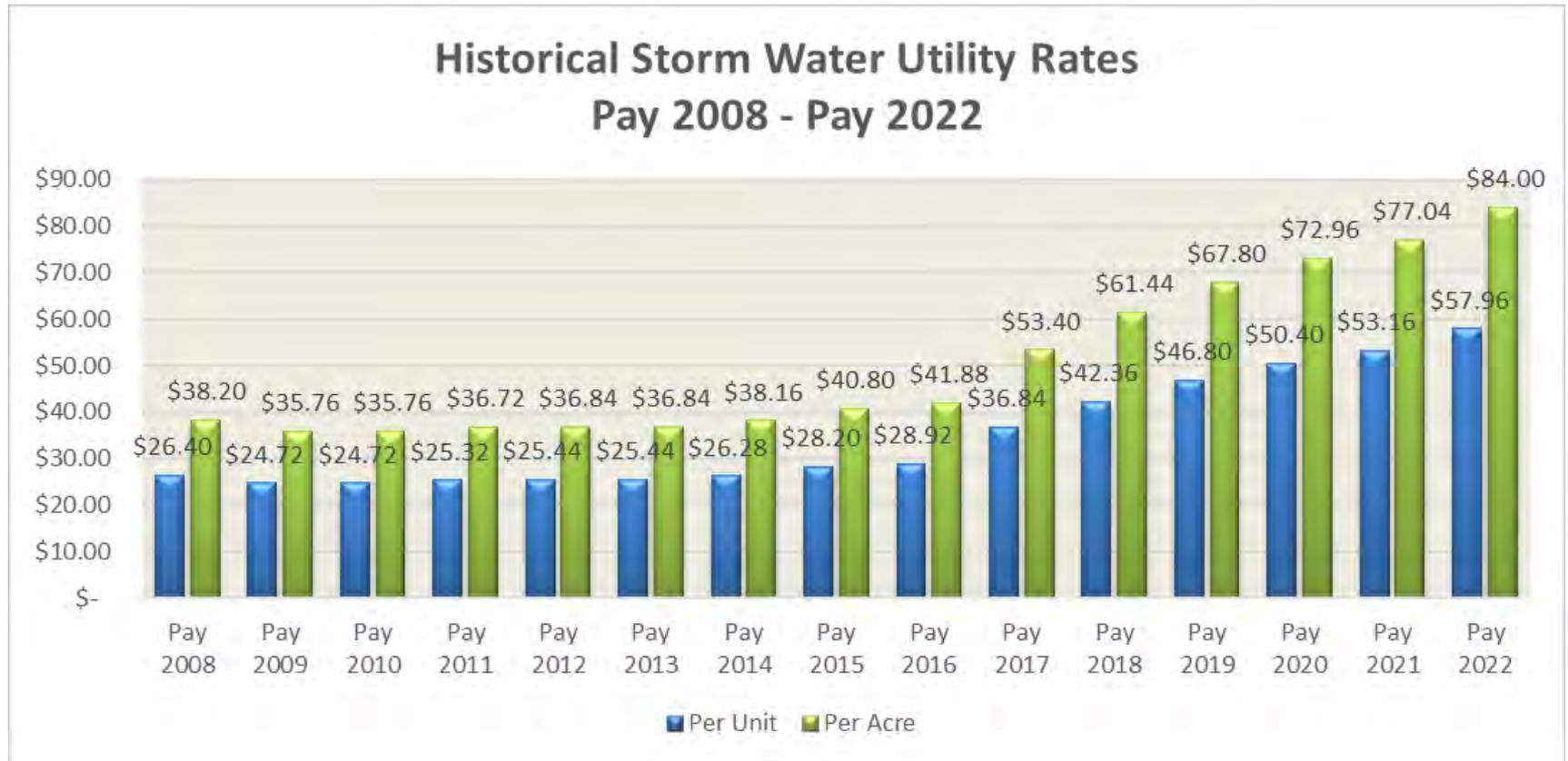
\$84.00/acre

**9.0% increase from Pay 2021**

## Payable 2022 Certifications

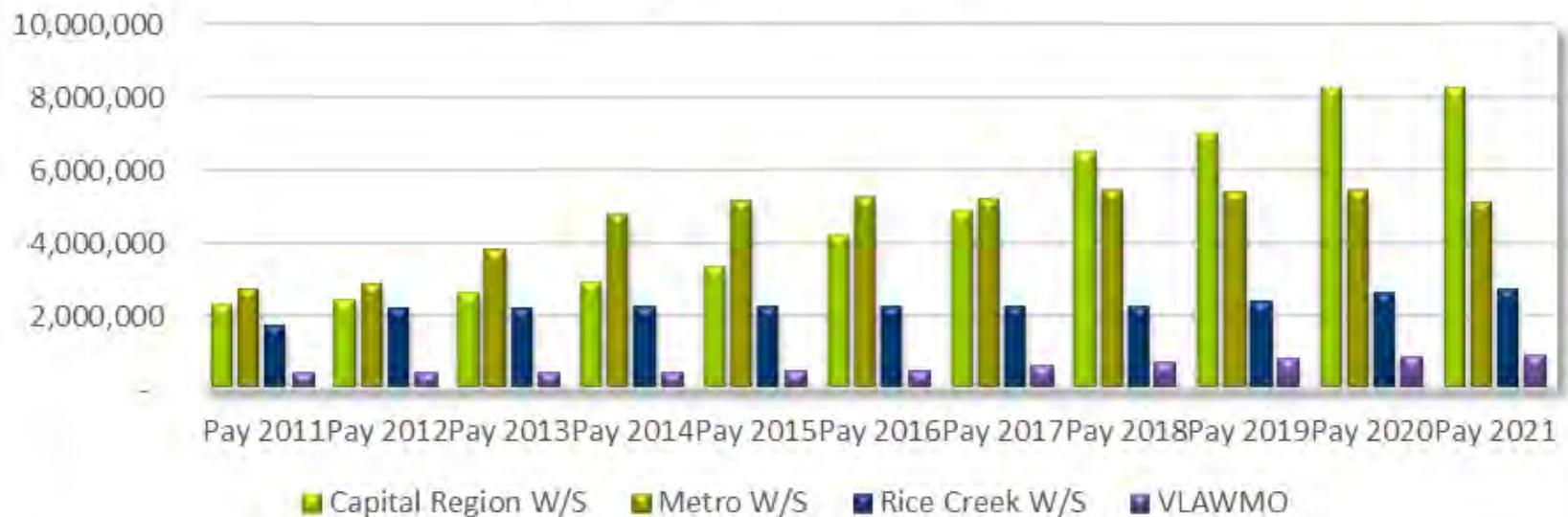
- 11,407 parcels to Ramsey County
- 131 parcels to Anoka County

# Historical Storm Water Rates

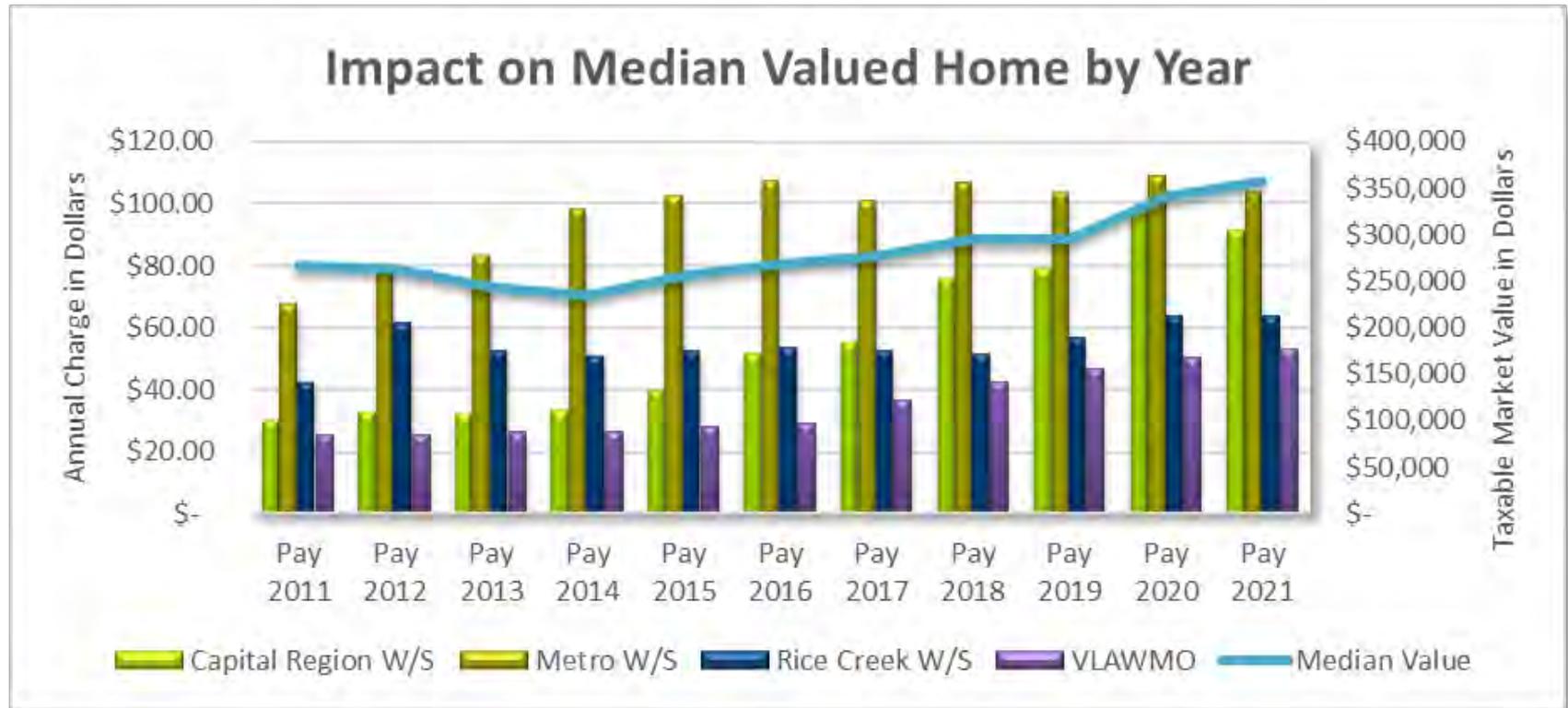


# Comparable Districts

## Property Tax Levy and Storm Water Utility Charge Comparison by Year



# Comparable Districts



# Proposed 2022 Storm Sewer Utility Charges By Property Classification

<b>Classification</b>	<b>Total Amount</b>	<b>R. E. F.</b>	<b>Rate</b>
Residential 1-3 Units	\$598,437.00	1.00	\$57.96/ Unit
Residential 4 or more Units	\$39,404.91	2.72	\$84.00/ Acre
Commercial	\$146,594.04	4.23	\$84.00/ Acre
Industrial	\$130,030.52	3.30	\$84.00/ Acre
Institutional	\$85,909.98	3.30	\$84.00/ Acre
Golf Courses	\$13,815.55	0.74	\$84.00/ Acre
Agricultural	\$9,497.30	0.25	\$84.00/ Acre
Vacant Land	\$0	Exempt	\$0.00
Road/Railroad ROW	\$0	Exempt	\$0.00
Wetland/Public Waters	\$0	Exempt	\$0.00
Other Exempt	\$0	Exempt	\$0.00
<b>Totals</b>	<b>\$1,023,689.30</b>		

# Proposed 2022 Storm Sewer Utility Charges By City

<b>Classification</b>	<b>Total Amount</b>	<b>Parcels</b>
Gem Lake	\$26,980.16	215
Lino Lakes	\$11,467.24	131
North Oaks	\$158,654.41	2,173
Vadnais Heights	\$308,607.02	3,931
White Bear Lake	\$326,238.29	3,375
White Bear Township	\$191,742.18	1,713
<b>Totals</b>	<b>\$1,023,689.30</b>	<b>11,538</b>

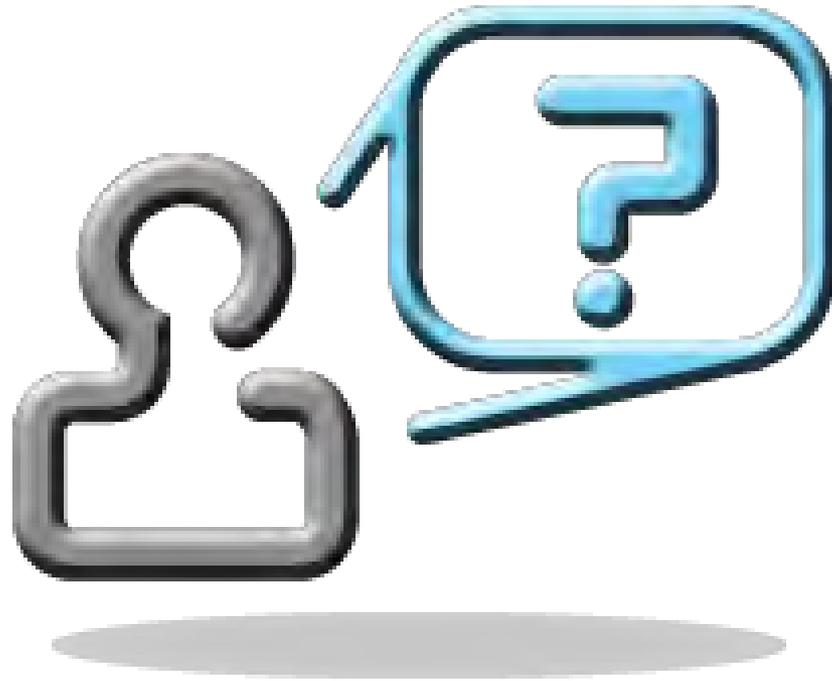
# Timeline

---

- **August 25:** VLAWMO Board to approve 2022 Storm Sewer Utility Rates.
- **August – October:** Staff to work with Ehlers regarding changes to database to accommodate 2022 rates, new reporting layouts to counties, and any additional updates due to property splits.
- **October 27:** VLAWMO Board to approve parcels to be certified.
- **November 30:** All parcels certified to Ramsey and Anoka County Auditors.

# Questions?

---



## MEMORANDUM

TO: Phil Belfori, Administrator  
 FROM: Jeanne Vogt  
 DATE: August 16, 2021  
 SUBJECT: Pay 2022 Proposed SSU Rates

The Vadnais Lake Area Water Management Organization (“VLAWMO”) has asked Ehlers to complete the calculation of the Storm Sewer Utility (“SSU”) rates for taxes payable in 2022 and update the annual presentation to the VLAWMO Board. This has been completed and below are highlights for your consideration:

- Manual Overrides** - VLAWMO has the authority to remove any SSU charges on parcels as needed. Attached please find the list of parcels with manual overrides. There are 344 parcels with a manual override for Pay 2022. This is an increase of 20 parcels over last year, due entirely to divisions.
- Property Classification Changes** - The following parcels had property classification changes from Pay 2021 to Pay 2022.

PIN Number	Prior Class	Current Class	Change in Fee	Manual Override?
04.30.22.43.0032	Res V Land	Non-Taxable Outlot	(\$53.16)	No
14.30.22.12.0006	Res 1 Unit	Schools-Public	+\$208.70	No
14.30.22.12.0008	Res 1 Unit	Schools-Public	+\$165.48	No
14.30.22.12.0012	Res 1 Unit	Schools-Public	+\$7.86	No
14.30.22.12.0013	Res 1 Unit	Schools-Public	+\$7.86	No
14.30.22.12.0014	Res 1 Unit	Schools-Public	+\$2.77	No
14.30.22.12.0016	Res 1 Unit	Schools-Public	+\$12.94	No
14.30.22.13.0040	Res 1 Unit	Schools-Public	+\$101.92	No
14.30.22.13.0041	Res 1 Unit	Schools-Public	+\$117.17	No
14.30.22.13.0042	Res 1 Unit	Schools-Public	+\$117.17	No
14.30.22.24.0039	Res 1 Unit	Schools-Public	+\$91.75	No
15.30.22.44.0083	Church	Res 2-3 Units	(\$185.97)	No
16.30.22.33.0181	Commercial	Non-Taxable Outlot	(\$53.16)	No
16.30.22.33.0182	Commercial	Non-Taxable Outlot	(\$53.16)	No
22.30.22.44.0044	Commercial	Industrial	(\$126.57)	No
22.30.22.44.0045	Commercial	Industrial	(\$15.76)	No

PIN Number	Prior Class	Current Class	Change in Fee	Manual Override?
22.30.22.44.0046	Commercial	Industrial	(\$15.76)	No
22.30.22.44.0048	Commercial	Industrial	(\$15.76)	No
22.30.22.44.0049	Commercial	Industrial	(\$15.76)	No
22.30.22.44.0050	Commercial	Industrial	(\$15.76)	No
22.30.22.44.0051	Commercial	Industrial	(\$15.76)	No
27.30.22.14.0015	Missed for P21	Commercial	+\$237.89	No

3. **Tax Forfeited Properties** – VLAWMO has had properties become tax forfeited as a result of unpaid property taxes. For taxes payable in 2022, there are 18 parcels currently in tax forfeited status, all in Ramsey County. This is unchanged from last year.
4. **Comparison to Surrounding Watershed Districts** – Included again this year is a comparison of the VLAWMO SSU fee to the certified property tax levies of Capital Region Watershed, Ramsey-Washington Metro Watershed, and Rice Creek Watershed. Comparisons will include:
  - a. Annual SSU Fee vs. Certified Property Tax Levy – Through Pay 2021
  - b. Impact on a Median Valued Home in VLAWMO – Through Pay 2021

In both cases, VLAWMO property owners continue to pay less in stormwater fees than compared to surrounding watersheds.

5. **Proposed Pay 2022 Storm Sewer Utility Rates** – Based on a budget of \$1,019,521, the new rate for Pay 2022 is **\$57.96 per unit**. This is an increase of 9.0% over last year, and is more than the 5.5% increase for Pay 2021. This also includes a 0.4% buffer, which is similar to past years to account for future divisions and any additional manual overrides.

**RESOLUTION NO. 06-2021  
Of the Vadnais Lake Area Water Management Organization (VLAWMO)**

**A RESOLUTION APPROVING THE STORMSEWER UTILITY RATES FOR 2022.**

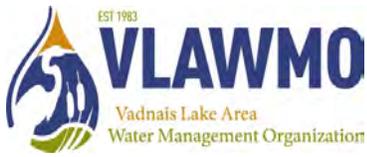
**Resolution 06-2021 was moved by Director \_\_\_\_\_ and second by Director \_\_\_\_\_.**

WHEREAS, the 2022 Budget of the Vadnais Lake Area Water Management Organization (VLAWMO) has been approved by the VLAWMO Board of Directors and

WHEREAS, Storm Sewer Utility (SSU) Rule of the Vadnais Lake Area Water Management Organization, has been applied to the properties within the boundary,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION, The SSU Rates for 2022 will be as follows:

<b>Classification</b>	<b>Total Amount</b>	<b>R.E.F.</b>	<b>Rate</b>
Residential 1- 3 units	\$598,437.00	1.00	\$57.96/ Unit
Residential 4 or more	\$39,404.91	2.72	\$84.00/ Acre
Commercial	\$146,594.04	4.23	\$84.00/ Acre
Industrial	\$130,030.52	3.30	\$84.00/ Acre
Institutional	\$85,909.98	3.30	\$84.00/ Acre
Golf courses	\$13,815.55	0.74	\$84.00/ Acre
Agricultural	\$9,497.83	0.25	\$84.00/ Acre
Vacant/Road/RR/Water	\$0	Exempt	\$0.00



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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Dan Jones</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Tom Watson</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Patricia Youker</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Jim Lindner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_ Board Chair Date

\_\_\_\_\_ Attest Date

To: Board of Directors

From: Brian Corcoran

Date: August 18, 2021

Re: **VI. B. 1. a. Bluebird Grove Development Consideration of WCA Replacement Plan**

Harstad Hills, Inc. is proposing the Bluebird Grove residential development project within an approximately 9-acre site in Vadnais Heights. The Bluebird Grove project will be a 21 lot, single-family development with associated streets, utilities, and stormwater areas. The site currently consists of multiple parcels (partial parcels, two of which contained vacant, large-lot single family homes. The remainder of the site is woodland, meadow, or wetland.

The Bluebird Grove project will involve 13,414 sf (0.3079-ac) of permanent impact to one isolated wetland. Additionally, 6,706 sf (0.1539-ac) of temporary excavation impact to the same isolated wetland in order to incorporate the wetland into a detention basin is proposed as a non-WCA regulated impact (No Loss. Permanent wetland impacts will be replaced via the purchase of wetland bank credits at a ratio of 2:1 within the same major watershed and Bank Service Area (BSA) as the proposed project.

TEC recommended approval to the BOD at their 8-13-2021 meeting.

Link to full Replacement Plan application can be found [here](#).

Attachments:

- Bluebird Grove Vadnais Heights Wetland Permit Application rev 6-25-2021 KES
- Bluebird Grove Replacement Plan Hydrology Confirmation Request by Engineer
- WL1 hydrology figure
- WCA\_TEP\_Form\_Bluebird Grove Replacement Plan VH (1)

**Recommendation:** Approval of a No-Loss request on excavation of a portion of a Type 1 wetland 0.1539-ac; Sequencing for filling a portion of a Type 1 wetland for road access to buildable upland and creating a storm pond in a portion of a Type 1 wetland; Replacement plan for 0.3079-ac of impact to a Type 1 wetland replaced with banking credits at 2:1.

---

# **Bluebird Grove**

**Vadnais Height, Ramsey County, Minnesota**

**Wetland Permit Application**

*Prepared for*  
Harstad Hills, Inc.

*by*  
**Kjolhaug Environmental Services Company, Inc.**  
(KES Project No. 2021-115)

June 8, 2021

---

**Bluebird Grove**  
**Vadnais Heights, Ramsey County, Minnesota**  
**Wetland Permit Application**

**TABLE OF CONTENTS**

<b>1. PROJECT SUMMARY.....</b>	<b>1</b>
<b>2. PROJECT PURPOSE .....</b>	<b>1</b>
2.1 Project Purpose and Need .....	1
2.2 Project Requirements/Constraints .....	2
<b>3. SITE LOCATION &amp; EXISTING CONDITIONS.....</b>	<b>3</b>
3.1 Wetland Delineation.....	3
3.2 Approved Jurisdiction Determination Request .....	3
<b>4. SEQUENCING DISCUSSION/ONSITE ALTERNATIVES .....</b>	<b>4</b>
4.1 WCA No-Build Alternative .....	4
4.2 WCA Compete Avoidance Alternative.....	5
4.3 Proposed Alternative/Proposed Project.....	5
4.4 Wetland Minimization.....	6
4.5 Wetland Impact Rectification.....	7
4.6 Wetland Impact Reduction or Elimination Over Time .....	7
4.7 Proposed Project Impacts and Required Replacement.....	7
<b>5. WETLAND REPLACEMENT PLAN.....</b>	<b>8</b>
<b>6. RARE &amp; ENDANGERED SPECIES CONSIDERATIONS .....</b>	<b>8</b>
6.1 MN Rare Species Considerations.....	8
<b>7. REQUESTED APPROVALS .....</b>	<b>9</b>

**TABLES**

1. Wetland delineated for the Bluebird Grove Project
2. Summary of Permanent Wetland Impacts & Required Replacement
3. Summary of Temporary Wetland Impacts

**FIGURES**

1. Site Location
2. Existing Conditions
3. Proposed Plan and Wetland Impacts

**APPENDICES**

- A. Joint Application for Activities Affecting Water Resources in Minnesota
- B. Delineation Approvals
- C. City of Vadnais Heights Land Use Map
- D. Approved City Council Resolution
- E. Bluebird Grove Grading Plan
- F. MnRAM Analysis Results

# Bluebird Grove

*Vadnais Heights, Ramsey County, Minnesota*

## Wetland Permit Application

### 1. PROJECT SUMMARY

Harstad Hills, Inc. is proposing the Bluebird Grove residential development project within an approximately 9-acre site in Vadnais Heights (**Figure 1**). The Bluebird Grove project will be a 21 lot, single-family development with associated streets, utilities, and stormwater areas.

The site currently consists of multiple parcels (partial parcels), two of which contained vacant, large-lot single family homes (**Figure 2**). The remainder of the site is woodland, meadow, or wetland.

The Bluebird Grove project will involve 13,414 sf (0.3079-ac) of permanent impact to one isolated wetland. Additionally, 6,706 sf (0.1539-ac) of temporary excavation impact to the same isolated wetland in order to incorporate the wetland into a detention basin is proposed as a non-WCA regulated impact (No Loss).

Permanent wetland impacts will be replaced via the purchase of wetland bank credits at a ratio of 2:1 within the same major watershed and Bank Service Area (BSA) as the proposed project.

Project construction is expected to start in late summer of 2021. All earthwork and soil stabilization is expected to be completed by fall of 2021. Individual home construction on graded lots will follow based on market demand.

The following narrative describes the project, its purpose, site characteristics, wetland sequencing, and the wetland replacement plan. Figures and appendices are attached. The Joint Application Form for Activities Affecting Water Resources in Minnesota is included in **Appendix A**.

### 2. PROJECT PURPOSE

#### 2.1 Project Purpose and Need

The purpose of the Bluebird Grove project is to construct a single-family residential development within the City of Vadnais Heights to meet market demand.

According to the City of Vadnais Heights 2040 Comprehensive Plan:

- The City of Vadnais Heights, based on the density ranges and available developable land and housing projections for the community, will be challenged to meet the housing demand of the community based on available developable land alone.
- Metropolitan Council guidance recommends municipalities use the low end of the density range and available developable land to assure the community is able to meet housing projections with the guided land use.
- In order to support emerging business opportunities, the City will look to develop more housing that suits the demand of the residents of Vadnais Heights. In order to fill this need the City will look to develop high quality housing options in undeveloped areas guided for residential housing and strategic housing redevelopment opportunities to meet the future needs of the community.

The project site is an underutilized site in the metro area where market need/demand for new housing is high, and developable/re-developable land is scarce. Additionally, the site is contiguous to developed low density residential areas and has convenient access to major transportation corridors.

## **2.2 Project Requirements/Constraints**

Based on initial planning/design coordination discussion with the city, the Bluebird Grove project plan must meet all the following requirements to be considered feasible and prudent.

1. Create a single-family development with associated roadway and utilities.
2. Provide site access via existing Williams Street to the north and Tessier Trail to the south.
3. Mitigate existing onsite drainage issues, thereby mitigating offsite drainage issues.
4. Provide effective drainage for the overall site while capturing and treating stormwater runoff in a manner consistent with local, state, and federal standards.
5. Route treated runoff to the Bear Park stormpond to the southeast of the site.
6. Construct a paved trail between the proposed development and the existing neighborhood to the east which will serve as an emergency access and enhance public safety and resident accessibility/walkability between the neighborhoods, and which will allow plowable access to underground utilities.
7. Avoid and minimize direct and indirect impacts to wetlands to the extent practicable; and
8. Replace unavoidable wetland impacts with compensatory wetland mitigation that has wetland functions equal to or exceeding those of the impacted wetlands.

### 3. SITE LOCATION & EXISTING CONDITIONS

The proposed Bluebird Grove project is located on ~9 acres in Section 29, Township 30 North, Range 22 West, Vadnais Heights, Ramsey County, Minnesota. Generally, the site is located southeast of the intersection of McMenemy Street and Colleen Drive (**Figure 1**). The property corresponded to all or portions of Ramsey County PIDs 293022230004, 293022230005, 293022230006, 293022230007, 293022230008, and 293022230009.

The project area consists of two vacant single-family homes in the central portion of the site. Lawn areas are present near the homes and an open meadow is present in the southwest portion of the site. The remainder of the site is woodland or wetland.

Topography on the site is highest in the northwest (920-924-ft) and south-central (920-928-ft) portions. The middle of the site is relatively flat (916-914-ft) and begins to slope downhill in the east third of the site to an elevation of 896-ft and Wetland 1. Land slopes uphill from the east edge of Wetland 1 to a high elevation of 912-ft in the northeast corner of the site.

The site is located within the Mississippi River – Twin Cities Metro (#20) Major Watershed and Bank Service Area 7 (BSA7).

#### **3.1 Wetland Delineation**

Two (2) wetlands were delineated within the Bluebird Grove project boundaries (formerly McMenemy Street Parcels) by Kjolhaug Environmental Services (KES) in August 2020 (**Wetlands 1 and 2 of Figure 2**). The previously submitted *McMenemy Street Parcels Wetland Delineation Report* discussed the delineation in more detail and included National Wetland Inventory (NWI) and soil survey mapping. Copies of the report are available upon request.

The Notice of Delineation (NOD) issued on September 16, 2020 by VLAWMO (WCA LGU) approving the wetland boundaries is included in **Appendix B**. The WCA NOD included No Loss approval (incidental wetland concurrence) for Wetland 2. Delineation concurrence from the U.S. Army Corps of Engineers (USACE) issued on December 20, 2018 is also included in **Appendix B**, as well as an approved Jurisdiction Determination (AJD) for Wetland 2.

For development of the project stormwater plan, wetlands located adjacent to the site were delineated by Kjolhaug Environmental Services (KES) in May 2021 (**Wetlands A and B of Figure 2**). The previously submitted *Bluebird Grove – Storm Sewer Wetland Delineation Report* discussed the delineation in more detail and included National Wetland Inventory (NWI) and soil survey mapping. Copies of the report are available upon request.

Characteristics of delineated wetlands are summarized in **Table 1 on the following page**.

#### **3.2 Approved Jurisdiction Determination Request**

With delineation of Wetland A in May of 2020, it has been determined that Wetland 1/A within the project area is an isolated wetland surrounded by upland with no natural or constructed

outlet; therefore, **Attachment A of Appendix A** requests an Approved Jurisdictional Determination (AJD) from the USACE for Wetland 1/A as shown on **Figure 2**.

**Table 1. Wetlands delineated for the Bluebird Grove project.**

Wetland ID	Wetland Type			Dominant Vegetation
	Circular 39	Cowardin	Eggers and Reed	
1	Type 1	PFO1A	Deciduous forested, seasonally flooded basin	Cottonwood, boxelder, unvegetated, clearweed, rice cut grass, nettles, smartweed
2	Type 1	PEMA	Seasonally flooded basin	Unvegetated, sedges, smartweed, rice cutgrass
A	Type 1	PEMA	Seasonally flooded basin	Lake sedge
B	Type 1	PFO1Ad	Deciduous forested seasonally flooded basin	Elm, green ash, silver maple, false nettle, reed canary grass, jewelweed, sedges, wild cucumber

## 4. SEQUENCING DISCUSSION/ONSITE ALTERNATIVES

The following discussion addresses wetland avoidance, impact minimization, and impact reduction and elimination over time in compliance with Minnesota Wetland Conservation Act (WCA) requirements. It is assumed that Wetland 1/A is not regulated under Section 404 of the CWA and therefore the proposed project is not expected to require a permit from the USACE.

The following alternatives analysis demonstrates that there are no feasible and prudent alternatives available that would completely avoid or further minimize wetland impacts while achieving project needs and requirements.

### 4.1 WCA No-Build Alternative

The No-Build Alternative was considered as a way to eliminate wetland impacts associated with the project. Although the No-Build Alternative would completely avoid wetland impacts, it would not fulfill the project purpose, need, or requirements nor would it be consistent with local land use zoning which guides the site for low density development/redevelopment (**Appendix C**).

Even if the No-Build Alternative were implemented, development pressure would continue to affect the proposed site. Based on land use zoning, this would likely cause similar development proposals to arise for the property in the near future. ***For these reasons, the No-Build Alternative was rejected as an approach to avoiding wetland impacts.***

#### **4.2 WCA Compete Avoidance Alternative**

An alternative that would completely avoid impacts to regulated wetland on the site was initially considered (**Exhibit A of Appendix D**). With this alternative, a cul-de-sac would be extended onto the site from existing Bear Avenue North thereby eliminating the need to cross Wetland 1. With this alternative, the resulting length of Bear Avenue North would be ~2,050 feet, which is ~250 more than current length of 1,800 feet.

As a result of planning discussions with the City (**Attachment D**), this the complete avoidance alternative was rejected because a cul-de-sac longer than 1,800 feet in length not only presents safety issues but also presents access issues for the new and existing neighborhoods. Furthermore, this alternative would not resolve drainage issues on the project site or on neighboring properties.

Although a Canal/Ditch is shown to pass from north to southeast through the project site and adjacent properties according to the National Hydrography Dataset (**Figure 2**), the results of the delineation show that the historic county ditch system that formerly provided a connected flow path is no longer present. This disconnection results in spring flooding/ponding within the backyards of multiple existing properties as well as the proposed site. If the complete avoidance alternative were implemented, flooding would continue to occur in existing home lots on neighboring properties as well as newly developed home lots in Bluebird Grove.

The City is aware of this long-standing drainage issue, and in the interest of public benefit supports a project plan that helps to mitigate this problem even though it may require impacting wetland (**Appendix D**).

*For these reasons, the Complete Avoidance Alternative was rejected as an approach to completely avoiding wetland impacts.*

#### **4.3 Proposed Alternative/Proposed Project**

The proposed grading plan for the Bluebird Grove residential development project is provided in **Appendix E**. Wetland impacts along with other project features are illustrated on **Figure 3**. The proposed project design provides all of the required items outline in **Section 2.2**.

The proposed plan resolves drainage issues onsite and on neighboring properties by detaining/storing runoff within the two proposed stormwater ponds and the one proposed detention pond and providing an outlet for drainage that will discharge to Wetland B connected to the Bear Park stormwater pond via storm sewer.

Impact to Wetland 1 is partly due to roadway fill and is also partly due to the stormwater management plan. As explained previously, accessing the east portion of the development site via a cul-de-sac off of Bear Avenue North was rejected because it would present safety and access issues for the new and existing bordering neighborhoods. Therefore, access to the east portion of the Bluebird Grove development requires crossing Wetland 1 which extends from north to south through the site.

Permanent impact to the south half of Wetland 1 is for construction of a stormwater pond to mitigate drainage issues. Although this pond could be constructed to the east of its proposed location to minimize wetland impact, detention and diversion of runoff away from this portion of Wetland 1 would likely result in secondary/indirect impacts due to a reduction in supporting hydrology thereby diminishing wetland functions and values.

Furthermore, MN WCA Rule 8420.0520 SEQUENCING. Subp. 7a. Sequencing flexibility states that:

*A. Flexibility in application of the sequencing steps may be requested by the applicant and allowed at the discretion of the local government unit, subject to the conditions in item B, as determined by the local government unit, if:*

*(1) the wetland to be impacted has been degraded to the point where replacement of it would result in a certain gain in function and public value.*

*(2) avoidance of a wetland would result in severe degradation of the wetland's ability to function and provide public value, for example, because of surrounding land uses, and the wetland's ability to function and provide public value cannot reasonably be maintained through implementation of best management practices, land use controls, or other mechanisms.*

Wetland 1 has been degraded by excavation (likely done to try and minimize flooding extent onsite) and flooding which has resulted in a basin that is largely drowned out and unvegetated. A MnRAM analysis (**Appendix F**) rated the wetland as Manage 2 (medium quality) based on a highest rated function of Medium for wildlife habitat (due to surrounding generally natural upland conditions). Wetland banks on the other hand are large wetland complexes with multiple functions and values that generally have substantial upland buffer, with high native vegetation coverage in both the wetland and buffer. Based on this assessment, replacement via a wetland bank at a 2:1 ratio is certain to provide an increase in wetland functions and values. Therefore, proposed permanent impacts to Wetland 1 meet item (1) of sequencing flexibility requirements.

Additionally, proposed impacts to Wetland 1 meet item (2) of sequencing flexibility requirements. As explained previously, detention and diversion of runoff away from the south portion of Wetland 1 (if avoided) would likely result in secondary/indirect impacts due to a reduction in supporting hydrology thereby diminishing wetland functions and values.

Project construction is expected to start in late summer of 2021. All earthwork and soil stabilization is expected to be completed by fall of 2021. Individual home construction on graded lots will follow based on market demand.

The proposed project design meets the project purpose, need, and requirements as described previously. The proposed project represents an orderly and logical use of the subject property and is consistent with applicable land use and policy plans envisioned by the City of Vadnais Heights.

#### **4.4 Wetland Minimization**

The proposed plan represents the minimization alternative. Incorporation of the north portion of Wetland 1 into a detention pond (wetland excavation) results in temporary impacts from

excavation but does not result in permanent wetland impact. Post development, this remnant portion of Wetland 1 will be less than 6.5-ft in depth, will receive runoff from backyards and rooftops, but will not receive sediment (fill).

According to MN WCA Rule 8420.0105 SCOPE. Subpart 1. Scope; generally.

*Wetlands must not be impacted unless replaced by restoring or creating wetland areas of at least equal public value. This chapter regulates the draining or filling of wetlands, wholly or partially, and excavation in the permanently and semipermanently flooded areas of type 3, 4, or 5 wetlands, and in all wetland types if the excavation results in filling, draining, or conversion to nonwetland.*

Proposed excavation of the north portion of Wetland 1 (Type 1 PFO1A) will maintain the excavated area as wetland. Therefore, this excavation activity is outside the scope of WCA. **Attachment B of Appendix A** requests No Loss approval for this temporary wetland impact.

#### **4.5 Wetland Impact Rectification**

Temporary impacts to the north portion of Wetland 1 are proposed. See **Section 4.4** of this application.

#### **4.6 Wetland Impact Reduction or Elimination Over Time**

Practices to help reduce or eliminate wetland impacts over time include implementation of a stormwater management plan that reduces or eliminates potential effects of stormwater both onsite and offsite.

The City of Vadnais Heights has review jurisdiction over stormwater runoff from proposed development at this site. The MPCA has jurisdiction under the State Construction Stormwater NPDES General Permit.

Preferred methods to achieve stormwater management requirements will consist of BMPs including a detention pond (excavated wetland) and two stormwater ponds.

#### **4.7 Proposed Project Impacts and Required Replacement**

Minnesota Rules Part 8420.0117, Subp. 1 applies:

*Ramsey County is in an area with less than 50% of the presettlement wetlands remaining. Minnesota Rules Part 8420.0522, Subp. 4, states that the minimum replacement ratio for impacts to wetland on nonagricultural land in a less than 50% area is 2:1.*

**Table 2 on the following page** summarizes the wetland impact amount, impact type (fill/excavation), and required replacement. **Table 3 on the following page** summarizes temporary wetland impacts that do not require replacement under WCA.

**Table 2. Summary of Permanent Wetland Impacts & Required Replacement**

Wetland Impact Area	Impact Type	Impact Amount (sf)	Impact Amount (ac)	Replacement Ratio	Required Replacement (ac)
Wetland 1 North Impact	Fill	62	0.0014	2:1	0.0028
Wetland 1 South Impact	Fill	13,352	0.3065	2:1	0.6130
<b>Total</b>		<b>13,414</b>	<b>0.3079</b>	<b>2:1</b>	<b>0.6158</b>

**Table 3. Summary of Temporary Wetland Impacts**

Wetland Impact Area	Impact Type	Impact Amount (sf)	Impact Amount (ac)	Replacement Ratio	Required Replacement (ac)
Wetland 1	Excavation	6,706	0.1539	N/A	0
<b>Total</b>		<b>6,706</b>	<b>0.1539</b>	<b>2:1</b>	<b>0</b>

## 5. WETLAND REPLACEMENT PLAN

To mitigate for onsite wetland impacts, the applicant proposes to purchase a total of 0.6158-ac of Standard Wetland Credit (SWC) from an upcoming wetland bank located in Major Watershed #20 (Mississippi River – Twin Cities Metro) and Bank Service Area 7 (BSA7). This new wetland bank will be owned/managed by Patricia Preiner (owner of a current wetland bank in Anoka County). According to Patricia, the bank is expected to be online the week of June 14, 2021.

## 6. RARE & ENDANGERED SPECIES CONSIDERATIONS

### 6.1 MN Rare Species Considerations

Minnesota Rules Part 8420.0515 specifies that endangered and threatened species must be considered when submitting a wetland replacement plan. KES has reviewed a licensed copy of the Natural Heritage Inventory System (NHIS) to assess if any rare plant species are known to occur within a 1-mile radius of the project area.

The NHIS review identified one record of tubercled rein orchid (*Platanthera flava* var. *herbiola*), a state threatened plant species, within a 1-mile radius of the project area (more than 5,225 feet to the southeast of the site).

Paraphrasing from <https://www.dnr.state.mn.us/>, the normal habitat of *P. flava* var. *herbiola* is moist or wet meadows or sunny swales in savannas. Soils are generally moist acidic sand, with a thin layer of organic material or duff on the surface and sometimes a clay layer below the

surface. Ground water is usually at or near the surface. Sunlight is either direct for most of the day or lightly filtered through trees or shrubs; *P. flava* var. *herbiola* will slowly disappear if its habitat becomes completely shaded.

The proposed site does not contain suitable habitat to support tubercled rein orchid.

## 7. REQUESTED APPROVALS

The Bluebird Grove project will require 13,414 sf (0.3079-ac) of permanent impact to one isolated wetland when developed in a manner consistent with the project purpose, need and requirements.

Proposed wetland replacement includes the purchase of 0.6158 acres of Standard Wetland Credit from an upcoming wetland bank in the same major water (Mississippi – Twin Cities Metro; #20) and Bank Service Area (BSA7) as the proposed project.

This application requests WCA Wetland Replacement Plan approval for permanent wetland impacts, and No Loss approval for temporary wetland impacts.

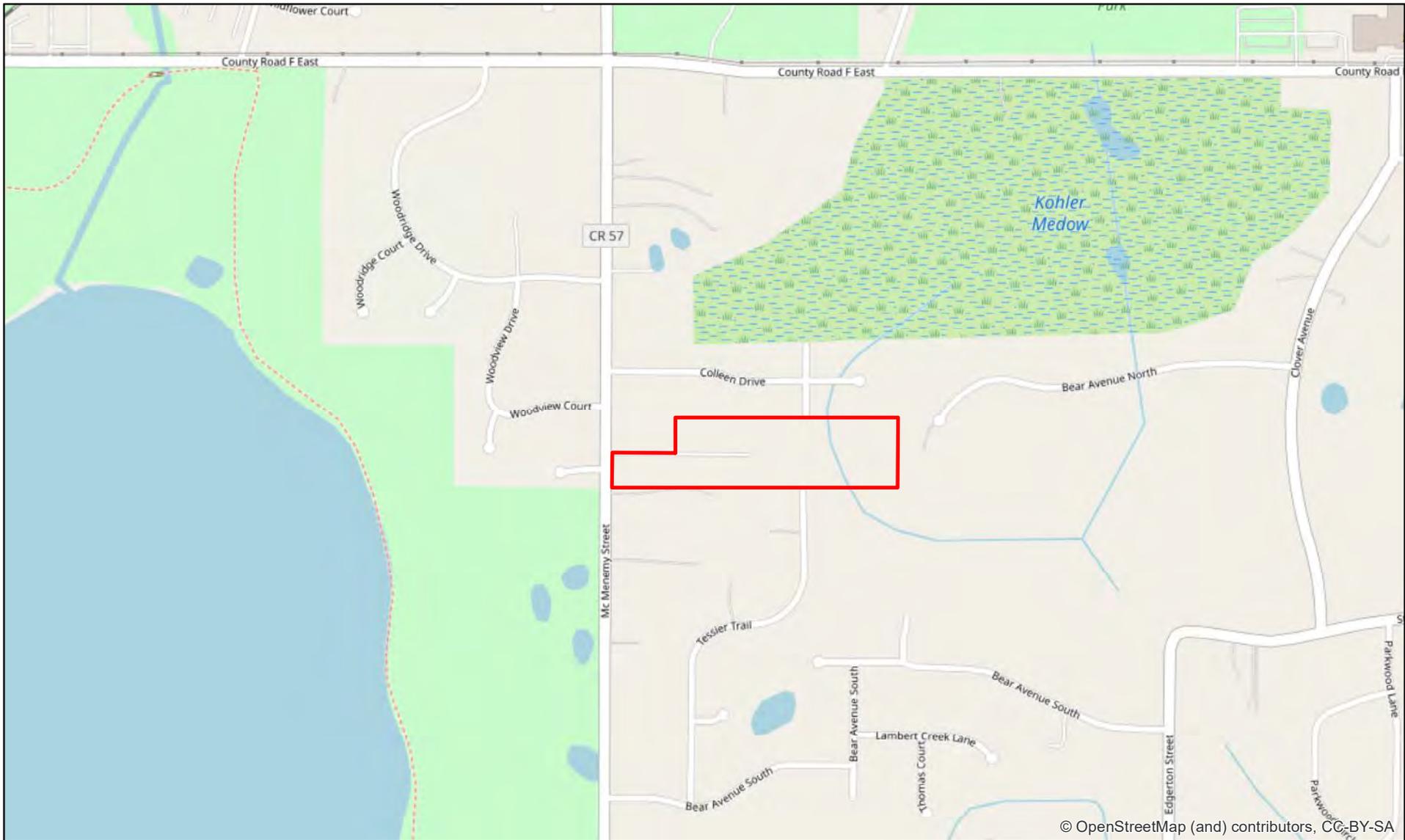
Additionally, the applicant requests an Approved Jurisdictional Determination (AJD) for Wetland 1/A from the USACE. A Section 404 permit from the USACE is not anticipated to be needed for this project.

# **Bluebird Grove, Vadnais Heights**

## **Wetland Permit Application**

### **FIGURES**

1. Site Location
2. Existing Conditions
3. Proposed Plan and Wetland Impacts



**Figure 1 - Site Location**



**KJOLHAUG** ENVIRONMENTAL SERVICES COMPANY

Source: ESRI Streets Basemap

N



0 1,000 Feet

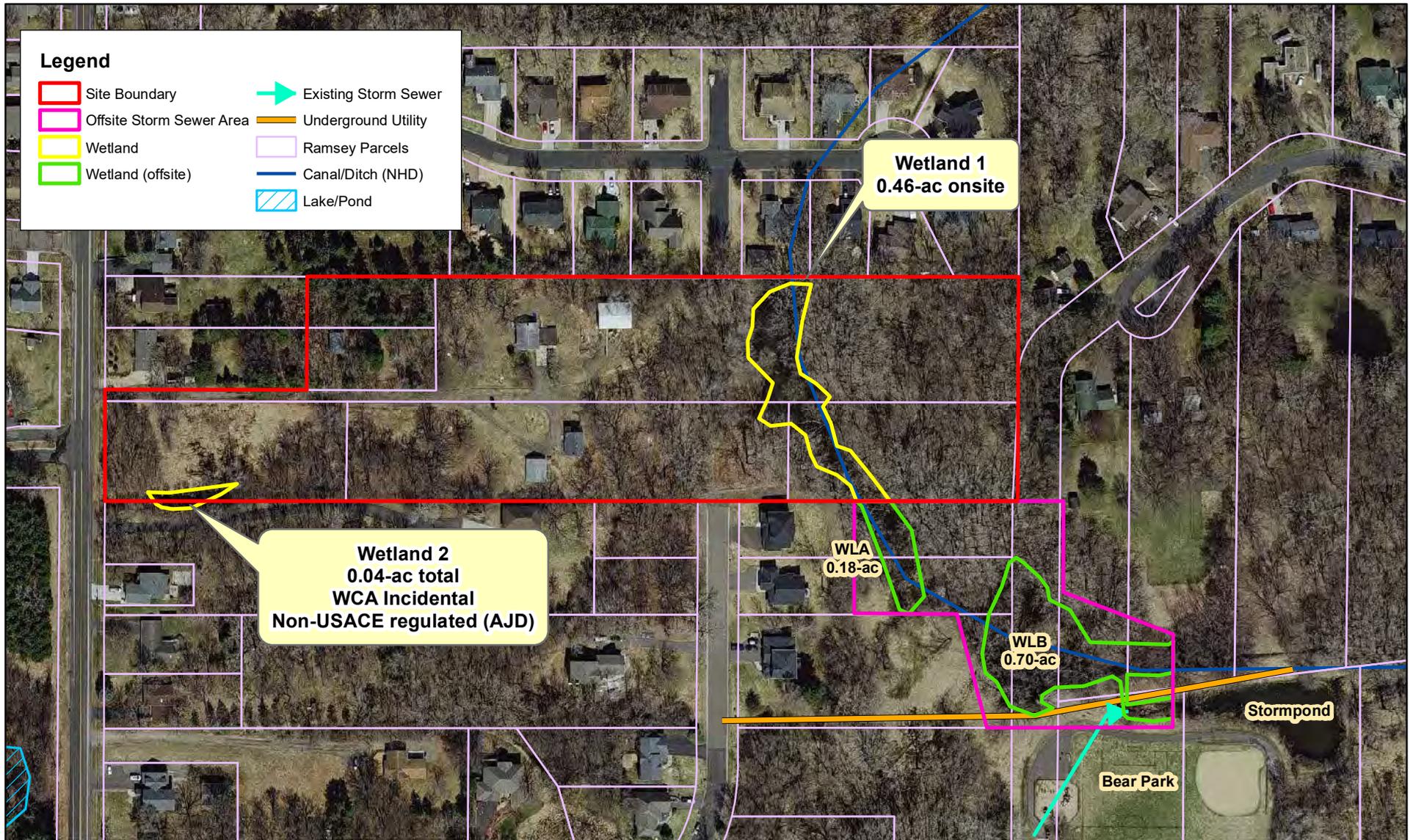




Site Boundary

**Bluebird Grove Residential Development**  
**Vadnais Heights, Minnesota (KES 2021-115)**

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.



**Figure 2 - Existing Conditions (2020 Metro Photo)**



**KJOLHAUG** ENVIRONMENTAL SERVICES COMPANY  
Source: MNGEO Spatial Commons

N

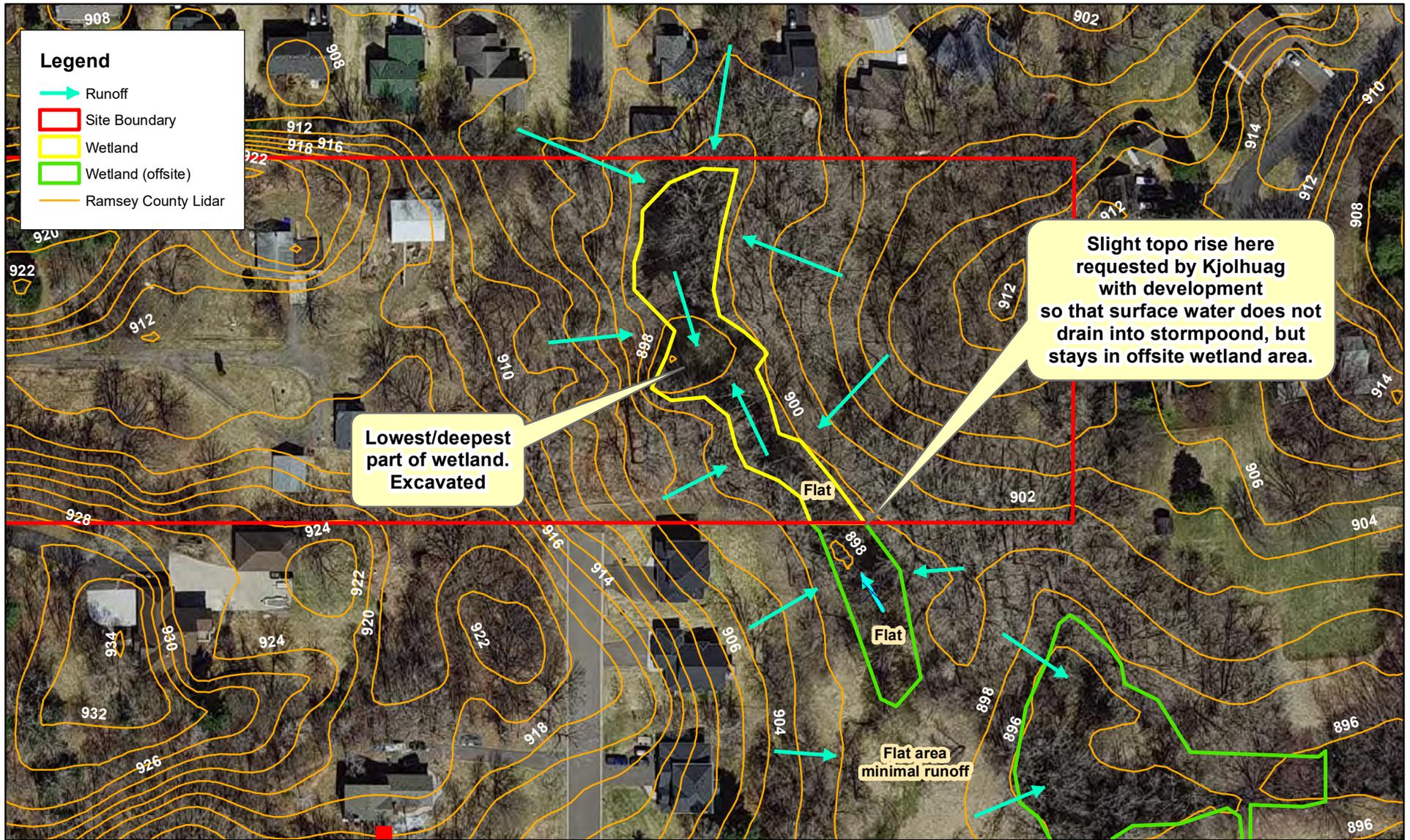


0 500 Feet

**Bluebird Grove Residential Development**  
**Vadnais Heights, Minnesota (KES 2021-115)**

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.





**Wetland 1 supporting surface runoff**



N



0 250 Feet



**Bluebird Grove Residential Development**  
**Vadnais Heights, Minnesota (KES 2021-115)**

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.

KJOLHAUG ENVIRONMENTAL SERVICES COMPANY  
 Source: MNGEO Spatial Commons



Brian Corcoran <brian.corcoran@vlawmo.org>

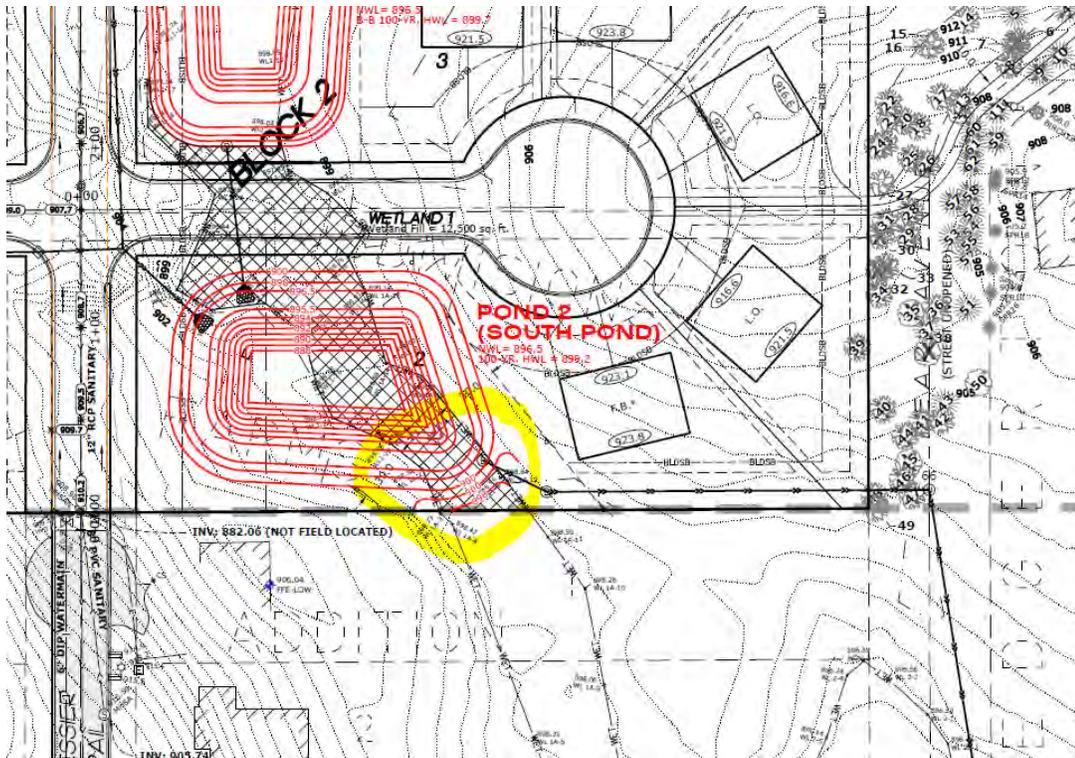
# Bluebird Grove Replacement Plan Hydrology Confirmation Request by Engineer

2 messages

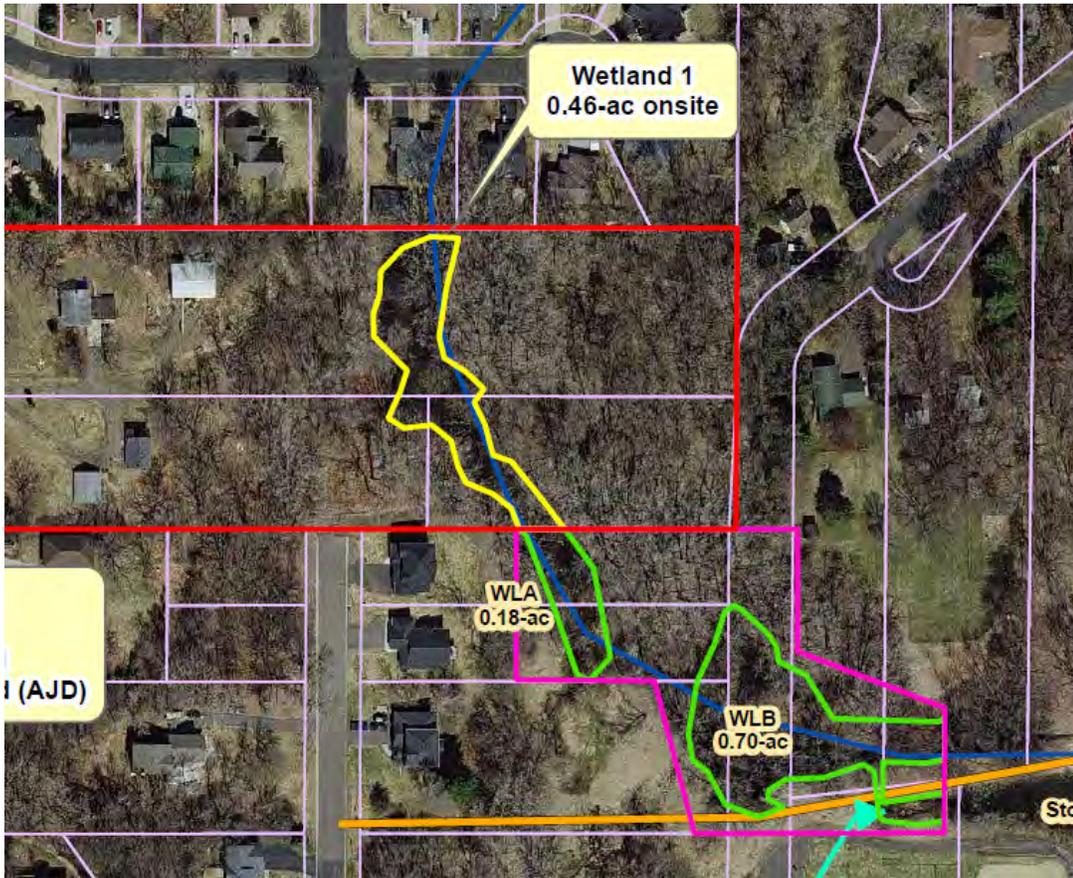
**Brian Corcoran** <brian.corcoran@vlawmo.org> Fri, Jul 30, 2021 at 10:33 AM  
To: Adam Ginkel <adam@plowe.com>, Martin Harstad <mharstad@comcast.net>, Melissa Barrett <melissa@kjoihaugenv.com>  
Cc: "Meyer, Ben (BWSR)" <Ben.Meyer@state.mn.us>, Phil Belfiori <phil.belfiori@vlawmo.org>

Adam, Martin & Melissa,

On review of the Bluebird Grove Replacement plan application the Technical Evaluation Panel (TEP) is requesting confirmation that the downstream portion of wetland 1 (portion south of the proposed stormwater pond referred to as WLA) will be provided with sufficient hydrology. Flow to that portion of the wetland looks to be cut off with the proposed stormwater pond (see below), losing upstream flow and hydrology now being provided by current drainage.



Adam, could you provide an engineer's letter stating that sufficient hydrology will be provided to that portion of wetland1 (referred to as WLA below) post construction.



**Please provide this information by August 4th.**

Let me know if you have any questions..

Thank you,

Brian Corcoran

--



**BRIAN CORCORAN**  
 Water Resources Manager  
 651.204.6075 | [www.vlawmo.org](http://www.vlawmo.org)  
 800 E County Rd E Vadnais Heights, MN 55127  
**Vadnais Lake Area Water Management Organization**  
[www.twitter.com/VLAWMO](https://www.twitter.com/VLAWMO)

**Melissa Barrett** <[melissa@kjolhaugenv.com](mailto:melissa@kjolhaugenv.com)> Fri, Jul 30, 2021 at 11:48 AM  
 To: Brian Corcoran <[brian.corcoran@vlawmo.org](mailto:brian.corcoran@vlawmo.org)>, Adam Ginkel <[adam@plowe.com](mailto:adam@plowe.com)>, Martin Harstad <[mharstad@comcast.net](mailto:mharstad@comcast.net)>  
 Cc: "Meyer, Ben (BWSR)" <[Ben.Meyer@state.mn.us](mailto:Ben.Meyer@state.mn.us)>, Phil Belfiori <[phil.belfiori@vlawmo.org](mailto:phil.belfiori@vlawmo.org)>

All,

Wetland 1 onsite and offsite appears to be ponded from snowmelt in the early spring. Then after the soils thaw, the water can infiltrate into soils. The deepest part of the wetland is a large excavated hole on the project site. This area has had some shallow standing water in it during my site visits. This would be the last part of the wetland to dry out. It appears that excess hydrology from the offsite wetland will flow north, to the hole. The hole would need to be filled to the top to discharge water the offsite wetland. If those conditions occur, the offsite wetland would already filled with water. Water from the project site does not appear to flow to and through the offsite wetland. There was no evidence of overflow from the south end of the offsite wetland to the wetland connected to the Bear Park stormpond. Although a ditch used to be

present that would have allowed flow to proceed south/southeast, it is no longer present. Wetland 1 is a closed depression. A figure is attached.

Because it was my interpretation of field characteristics that excess water from the offsite wetland actually flows to the north to the excavated hole, it was my suggestion that a slight rise be constructed on the property line. This would prevent hydrology from the offsite wetland from flowing down into the proposed stormpond. The "berm" elevation is set at the offsite wetland elevation so that the wetland is not impounding water, just retaining water.

Please let me know if you would like to visit the site to evaluate these observations. Thank you.

Melissa Barrett

Kjolhaug Environmental Services

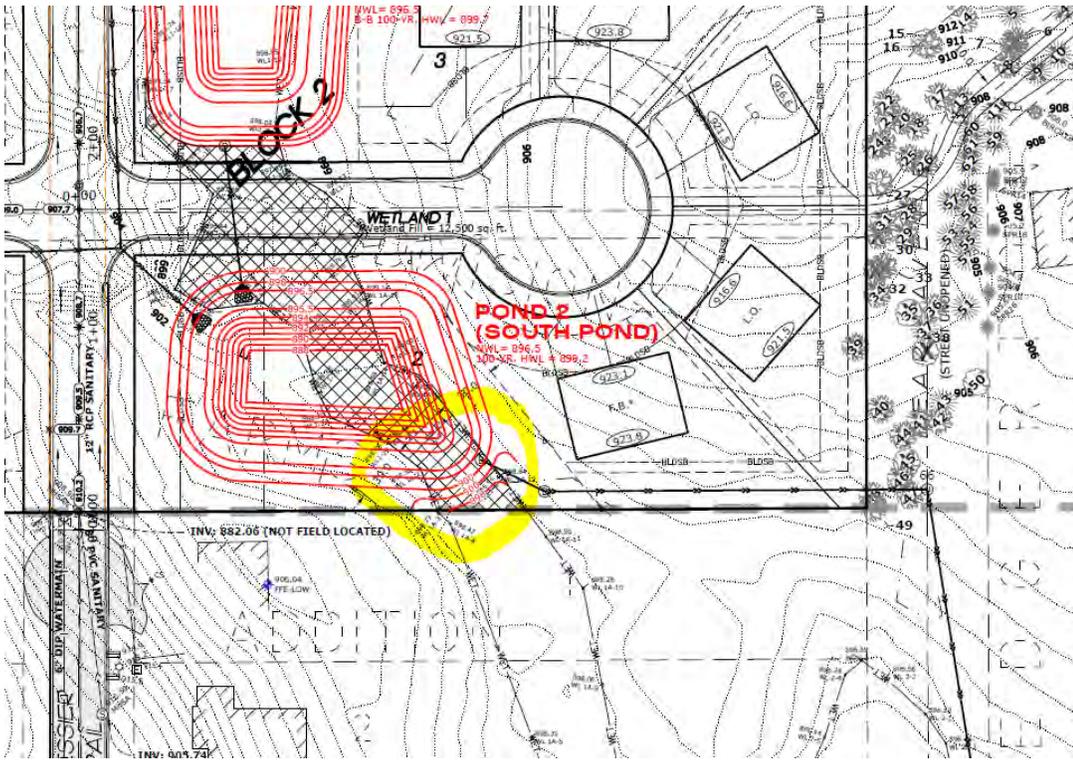
Cell: 952-388-3752

---

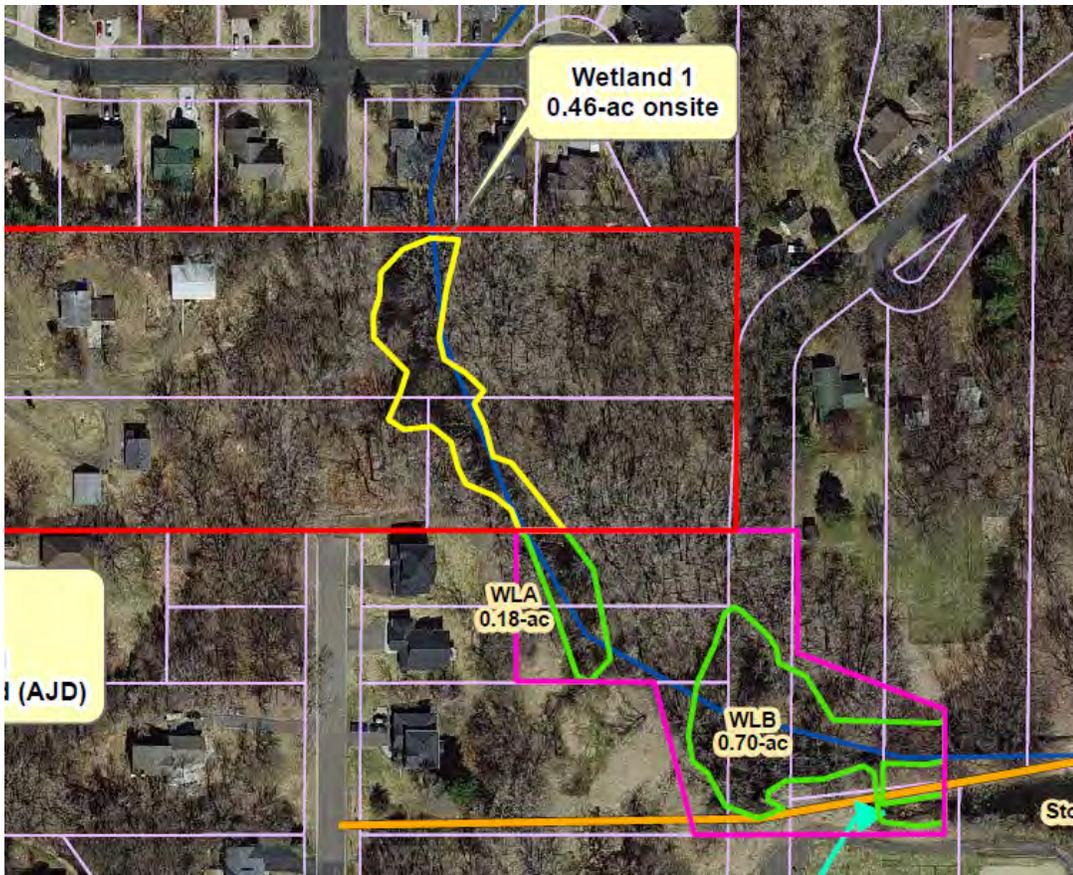
**From:** Brian Corcoran <[brian.corcoran@vlawmo.org](mailto:brian.corcoran@vlawmo.org)>  
**Sent:** Friday, July 30, 2021 10:33 AM  
**To:** Adam Ginkel <[adam@plowe.com](mailto:adam@plowe.com)>; Martin Harstad <[mharstad@comcast.net](mailto:mharstad@comcast.net)>; Melissa Barrett <[melissa@kjolhaugenv.com](mailto:melissa@kjolhaugenv.com)>  
**Cc:** Meyer, Ben (BWSR) <[Ben.Meyer@state.mn.us](mailto:Ben.Meyer@state.mn.us)>; Phil Belfiori <[phil.belfiori@vlawmo.org](mailto:phil.belfiori@vlawmo.org)>  
**Subject:** Bluebird Grove Replacement Plan Hydrology Confirmation Request by Engineer

Adam, Martin & Melissa,

On review of the Bluebird Grove Replacement plan application the Technical Evaluation Panel (TEP) is requesting confirmation that the downstream portion of wetland 1 (portion south of the proposed stormwater pond referred to as WLA) will be provided with sufficient hydrology. Flow to that portion of the wetland looks to be cut off with the proposed stormwater pond (see below), losing upstream flow and hydrology now being provided by current drainage.



Adam, could you provide an engineer's letter stating that sufficient hydrology will be provided to that portion of wetland 1 (referred to as WLA below) post construction.



**Please provide this information by August 4th.**

Let me know if you have any questions..

Thank you,

Brian Corcoran

--

[Redacted signature line]

[Redacted contact information]



**WL1 hydrology figure.pdf**  
2013K



**Replacement:**

- Wetland Banking Account information received Per MN Rules 8420.0522: Preiner Bank in watershed 20 (#1722)
- Project needs to provide sufficient hydrology downstream of project area to wetland A, offsite portion of Wetland A and Wetland B per MN Rules Part 8420.0520 Subp. 6.
- Replacement Plan decision will be conditioned on meeting all Watershed and City requirements per MN Rules Part 8420.0520 and 8420.0522.
- Preliminary confirmation of sufficient hydrology to downstream portion of wetland 1 (also referred to as WLA) was received 7/30/21.
- conditions include but are not limited to:
  - Stormwater report
  - hydrology modeling
  - inverts of all pipes and overflows
  - engineering of system
  - approval from City that all standards have been met and development plan is approved per MN Rule 8420.0515 Subp. 10.

**Additional note regarding on site Public Drainage system (which will require separate additional approval from VLAWMO prior to construction):**

- The subject property is traversed by County Ditch (CD) 14, a public drainage system for which authority and responsibility was transferred from Ramsey County to VLAWMO in 1986. The plans provided by the applicant indicate substantial modification of CD 14, including placement of stormwater infrastructure over the existing ditch and realigning the ditch's flow offsite. Approval of these modifications by VLAWMO will require demonstration by the applicant that the modifications will not impede the function and utility of the drainage system for property upstream and downstream of the subject property that utilize CD 14 as an outlet, and that the modifications will not inhibit future maintenance of the system. Submittals required for review of the modifications include, but are not limited to:
  - A detailed construction plan for the proposed modifications;
  - Stormwater calculations of the modified system for the 2-, 10-, and 100-year rainfall events under existing and proposed conditions;
  - Low opening elevations of upstream structures which may be impacted by the function of the CD 14 drainage system;
  - A narrative summarizing the stormwater calculations and how they demonstrate no loss of drainage system function;
  - A cash escrow to reimburse VLAWMO for its professional costs incurred for the preparation of the development agreement and review of the proposed modification; and
  - Financial security in the form of a letter of credit to secure the work to be done in the CD 14 drainage system.
- The applicant will need to execute a development agreement with VLAWMO to memorialize the approval and conditions. We encourage the applicant to complete a pre-application meeting with VLAWMO staff to discuss submittal requirements.
- The proposed modifications to CD 14 appear to be located on existing and/or proposed City of Vadnais Heights easements/property interests. The City of Vadnais Heights and VLAWMO will need to come to agreement on long term inspection and maintenance responsibilities on the modified portions of the public drainage system, prior to approval of the modifications.

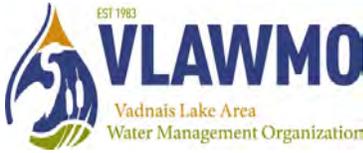
Attachment(s) (specify): Preliminary confirmation of sufficient hydrology to Wetland 1 (WLA)

**DNR Protected Waters and Shoreland Protection Zone**

Will the project/activity affect DNR public waters, DNR public waters wetlands or wetlands within the shoreland protection zone?  Yes  No If yes, DNR representative is a member of the TEP.

**Signatures**

<input checked="" type="checkbox"/> LGU TEP Member: Brian Corcoran No	Agree with Findings & Recommendations: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signature: 	Date: 8/7/2021
<input checked="" type="checkbox"/> SWCD TEP Member: Michael Schumann	Agree with Findings & Recommendations: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signature: 	Date: 08/09/2021
<input checked="" type="checkbox"/> BWSR TEP Member: Ben Meyer	Agree with Findings & Recommendations: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signature: 	Date: 8/7/2021
<input type="checkbox"/> DNR TEP Member:	Agree with Findings & Recommendations: <input type="checkbox"/> Yes <input type="checkbox"/> No
Signature:	Date:



To: VLAMWO Board of Directors

From: Phil Belfiori, Administrator

Date: August 18, 2021

**RE: Agenda item – VI. B. 1. b. JPA with City of Vadnais Heights regarding a portion of Branch 5 RCD 14.**

Attached for VLAWMO Board consideration is Resolution 2021-07 related to the proposed JPA (also Attached) with the City of Vadnais Heights regarding transfer from VLAWMO to the City the authority and responsibility to serve as the ditch authority over the upstream most apx. 1200 linear feet of Branch 5.

This proposed attached JPA, which as was drafted by VLAWMO Attorney Troy Gilchrest and has been reviewed by the City attorney and City staff, recognizes the ongoing Ditch operation and maintenance responsibilities the City will incur if the proposed Bluebird development alternative plan is approved and the proposed modifications to Branch 5 constructed. The proposed JPA also allows for a streamlined development review process and reduces the number of agreements needed between the parties and the developer.

**Recommendation:** Approval of Resolution 07-2021

Attachments:

- Resolution 07-2021
- Proposed JPA with the City of Vadnais Heights regarding a portion of Branch 5 of Ramsey County Ditch 14.

**Attachment A**

**Resolution 07-2021**

Of the Vadnais Lake Area Water Management Organization (VLAWMO)

**Approval of JPA with the City of Vadnais Heights (City) regarding a portion of Branch 5 of Ramsey County Ditch 14.**

Resolution 07-2021 was moved by Director XX and seconded by Director XX:

**Whereas**, In 1986, Ramsey County transferred its rights and responsibilities to County Ditches 13 & 14 to VLAWMO;

**Whereas**, VLAWMO manages the Ditch system pursuant to its authority under Minn. Stat. §§ 103B.201-103B.253, not Minn. Stat., Chap. 103E, as provided in Minn. Stat. § 103E.812, subd. 8 and the joint powers agreement establishing VLAWMO;

**Whereas**, a developer is working with the City on a proposed alternative development plan. If the alternative development plan is approved, its construction will involve modification of the Branch 5 and the creation of stormwater ponds and storm sewer facilities at the northern end of Branch 5;

**Whereas**, City desires to assume responsibility as the ditch authority over the approximately 1,200 foot northern end of Branch 5;

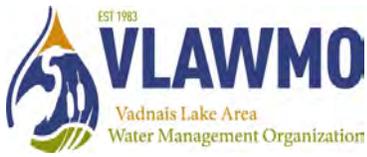
**Whereas**, In order to recognize ongoing maintenance responsibilities the City will incur if the alternative plan is approved, and the modifications constructed, the proposed JPA (Attachment B) allows for a streamlined development review process and reduces the number of agreements needed between the parties and the developer;

**Whereas**, The purpose of the proposed JPA (attachment B) is to transfer from VLAWMO to the City the authority and responsibility to serve as the ditch authority over the Transferred Portion of the Branch;

**Whereas**, The parties desire to enter into a proposed JPA to have the City serve as the local government entity responsible for overseeing the approval and construction and then for the City to assume all authority and responsibility as the ditch authority over the Transferred Portion of Branch 5.

**Now, Therefore, be it resolved** by the VLAWMO Board that:

1. The VLAWMO Board approves entering into the proposed JPA in substantially the form as set out in Attachment A and authorizes the Board Chair and Secretary to execute it on VLAWMO's behalf and forward it to the City once it is in a form acceptable to VLAWMO's attorney.



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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Dan Jones</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Tom Watson</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Patricia Youker</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Jim Lindner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_ Board Chair Date

\_\_\_\_\_ Attest Date

**JOINT POWERS AGREEMENT REGARDING A  
PORTION OF BRANCH 5 OF RAMSEY COUNTY DITCH 14**

This Joint Powers Agreement (“**Agreement**”) is made and entered into by and between the Vadnais Lake Area Water Management Organization, a Minnesota joint powers water management organization, (“**VLAWMO**”) and the City of Vadnais Heights, a Minnesota municipal corporation (“**City**”). VLAWMO and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. In 1986, Ramsey County transferred its rights and responsibilities to County Ditches 13 & 14 (“**Ditch System**”) to VLAWMO.
- B. VLAWMO manages the Ditch System pursuant to its authority under Minn. Stat. §§ 103B.201-103B.253, not Minn. Stat., Chap. 103E, as provided in Minn. Stat. § 103E.812, subd. 8 and the joint powers agreement establishing VLAWMO.
- C. Branch 5 (“**Branch**”) is part of County Ditch 14.
- D. Harstad Hills, Inc. (“**Developer**”) is seeking approvals from the City for the Bluebird Grove Planned Unit Development, a 19-lot single-family residential subdivision for properties located at 3904, 3910, 3920, 3922, 0 McMenemy Street/0 Bear Avenue South at the north end of the Branch (“**Development**”).
- E. The Developer is working with the City on an alternative development plan for the Development (“**Alternative Plan**”).
- F. If the Alternative Plan is approved, its construction will involve modification of the Branch and the creation of stormwater ponds and storm sewer facilities at the northern end of the Branch (“**Project**”):
- G. To help facilitate the Development and construction of the Project, the City desires to assume responsibility as the ditch authority over the approximately 1,200 foot northern end of the Branch starting on the north on Parcel # 293022230006 (from Station 25+00) and ending on the south at the outlet of Bear Park storm pond located on Parcel # 293022240015 (to Station 37+34) as shown on the map attached as Exhibit A (“**Transferred Portion**”).
- H. The Project will involve the modification of a portion of the Branch, so the Transferred Portion is intended to address both the current alignment of the Branch and then as it is finally constructed as a result of the Project.
- I. At the time of execution of this Agreement, the City and other applicable agencies are still facilitating the development review process for the Development. In order to recognize ongoing maintenance responsibilities the City will incur if the Alternative Plan is approved and the Project is constructed, this Agreement allows for a streamlined development review

process and reduces the number of agreements needed between the parties and the Developer.

- J. The purpose of this Agreement is to transfer from VLAWMO to the City the authority and responsibility to serve as the ditch authority over the Transferred Portion of the Branch.
- K. The parties are authorized under Minn. Stat. § 471.59 to enter into a joint powers agreement to jointly or cooperatively exercise a common power. A joint powers agreement can also provide for the delegation of authority and responsibility to carry out specific activities.
- L. Each party is authorized to manage storm water and to construct and maintain storm water improvements.
- M. The parties desire to enter into this Agreement to have the City serve as the local government entity responsible for overseeing the approval and construction of the Project and then for the City to assume all authority and responsibility as the ditch authority over the Transferred Portion of the Branch.

### AGREEMENT

In consideration of the mutual undertakings and understandings expressed herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. Transfer of Responsibilities. VLAWMO agrees to transfer, and the City agrees to accept, the authority and responsibilities as the ditch authority over the Transferred Portion of the Branch in accordance with the terms and conditions of this Agreement. The Transferred Portion describes both the portion of the Branch as it now exists and then the new alignment of the Branch after construction of the Project.
- 2. Review and Approval Responsibilities.
  - a. Wetlands. VLAWMO serves as the local government unit under the Wetland Conservation Act (“Act”) and is responsible for reviewing and approving requests under the Act. VLAWMO will process and act on the approvals required under the Act for the Development and the Project. No further approvals are needed from VLAWMO for the Development or the Project. Future projects within the Transferred Portion may require approvals from VLAWMO under the Act.
  - b. Other Approvals. One of the primary purposes of this Agreement is to consolidate the review and approval procedures for the Project and any other work to be conducted within the Transferred Portion with the City. The City shall be responsible for conducting such reviews, issuing such approvals, and taking any enforcement actions with respect to the Development and the Project as may be needed under all applicable federal, state, and local laws, rules, regulations, and ordinances. This review and approval authority includes those VLAWMO would have otherwise conducted as the ditch authority over the Transferred Portion. The City agrees to take into consideration

and evaluate the potential impacts to the remaining portions of the Branch when reviewing the Project and any other projects or improvements that may be constructed within the Transferred Portion in the future.

3. Project Construction. The City shall be responsible for overseeing the Construction of the Project, including the modification of the Branch, in accordance with the terms of a development agreement entered into between the City and the Developer. The City shall obtain, or ensure the Developer obtains, all required permits and permission for the Project. The parties understand the City will obtain, through dedication, easements from the Developer and will utilize a portion of a platted City right-of-way for the manipulated Transferred Portion. Except for its regulatory approval role under the Act, VLAWMO shall not in any way be responsible for the construction or oversight of the Project.
4. Maintenance and Improvements. The City shall assume the on-going maintenance and repair duties on the Transferred Portion upon the completion of the Project. The parties agree this Agreement does not establish particular standards the City must satisfy in maintaining the Transferred Portion. The City shall perform such maintenance and repairs on the Transferred Portion as it determines is needed and appropriate. However, the City does agree to maintain the Transferred Portion so as not to unreasonable damage or overflow the remaining portion of the Branch or the Ditch System. VLAWMO may, but is not required to, inspect the Transferred Portion after the construction of the Project at such times as it determines may be needed to help inform its activities within the remaining portion of the Branch and the Ditch System. Except for its regulatory approval role under the Act, VLAWMO shall not in any way be responsible for the maintenance, repair, or improvement of the Transferred Portion.
5. Non-Applicability of 103E. The parties agree the Ditch System, including the Transferred Portion, is not subject to the provisions of Minn. Stat., chap. 103E. Each party shall carryout their maintenance and repair activities on their respective portions of the Branch in accordance with their authority to manage storm water systems and facilities.
6. Delegation. VLAWMO delegates the City such authority as may be needed to carry out the purposes of this Agreement, including the City performing the duties as a ditch authority over the Transferred Portion.
7. Term and Termination. This Agreement shall be effective as of the date of the last party to execute it. This Agreement provides for the construction and on-going maintenance of the Transferred Portion and shall remain in effect until expressly terminated by mutual agreement of the parties. However, this Agreement shall terminate if the City does not approve the Alternative Plan for the Development. The City shall notify VLAWMO in writing if it denies the Alternative Plan.
8. Indemnification. Each party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other party or the results thereof. For purposes of determining total liability for damages, the parties are considered to be a single governmental unit under Minn.

Stat. § 471.59, subd. 1a, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1. The City agrees to defend, hold harmless, and indemnify VLAWMO, its officials, agents, and employees, from any liability, loss, or damages VLAWMO may suffer or incur as the result of demands, claims, judgments, or cost arising out of the construction of the Project or the City’s on-going maintenance, repair, or improvement of the Transferred Portion. VLAWMO agrees to defend, hold harmless, and indemnify the City, its officials, agents, and employees, from any liability, loss, or damages the City may suffer or incur as the result of demands, claims, judgments, or cost arising out of VLAWMO’s maintenance, repair, or improvement of the remainder of the Branch. This section shall not be construed nor operate as a waiver by either party of any limitation of liability, defenses, immunities, or exceptions by statute or common law.

- 9. Entire Agreement. This document, including the recitals and the exhibits (which are incorporated herein), shall constitute the entire agreement between the parties regarding the matters addressed herein. This Agreement supersedes all prior negotiations, representations, or agreements between the parties regarding the Transferred Portion, whether written or oral. No modifications to this Agreement shall be in effect unless they are reduced to writing and are signed by both parties.
- 10. No Third-Party Rights. This Agreement is solely for the benefit of the parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.
- 11. Applicable Law. This Agreement shall be interpreted under the laws of Minnesota.
- 12. Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and shall obtain such permits and permissions as may be required, in carrying out their respective duties under this Agreement.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers effective as of the date of the last party to execute it.

**City of Vadnais Heights**

\_\_\_\_\_  
Heidi Gunderson, Mayor

\_\_\_\_\_  
Kevin Watson, Administrator

\_\_\_\_\_  
Date

**Vadnais Lake Area Water Management Organization**

---

Its Chair

---

Its Secretary

---

Date

## EXHIBIT A Map of Transferred Portion



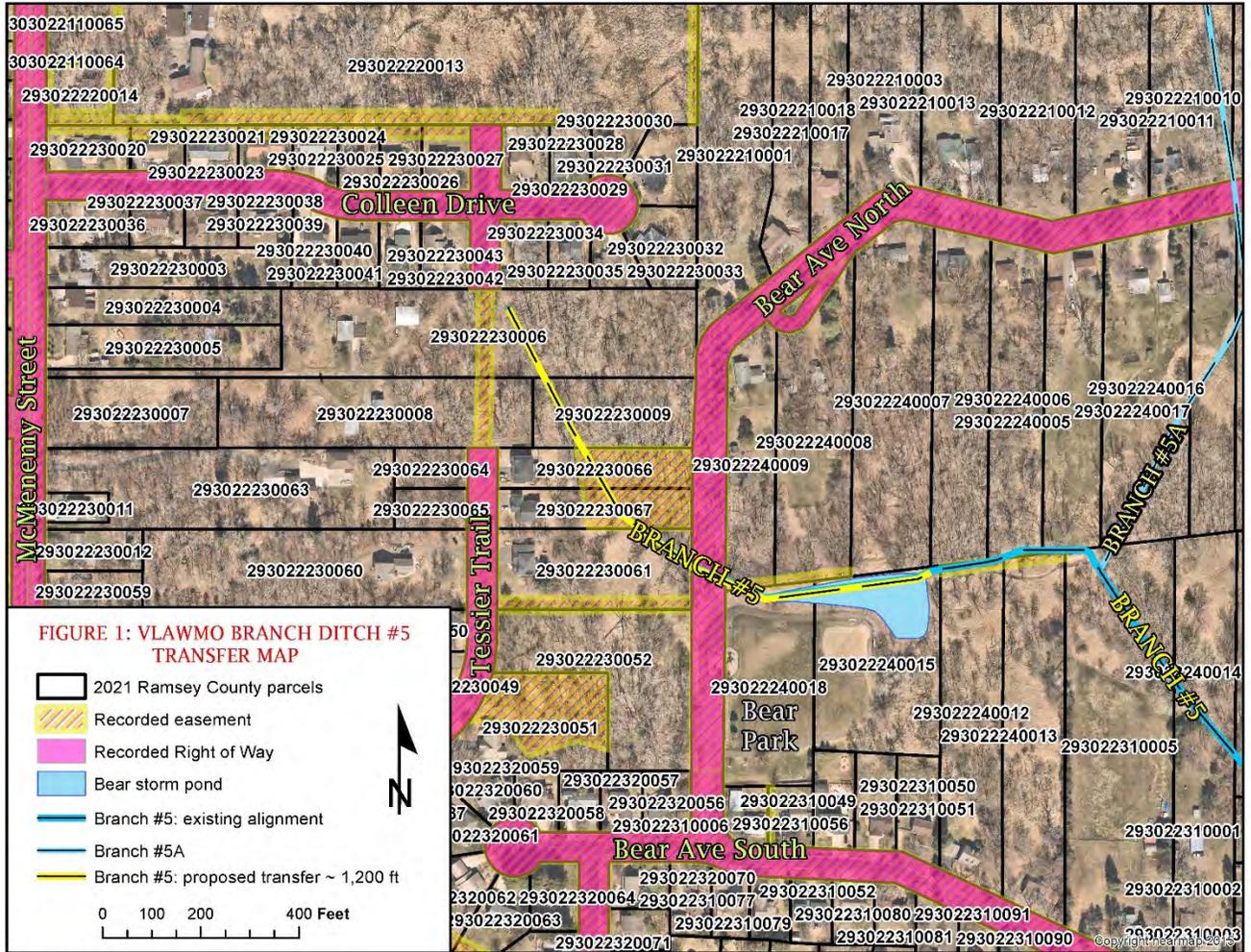
800 County Road E East, Vadnais Heights, MN 55127  
www.vlawmo.org  
office@vlawmo.org  
(651) 204-6070

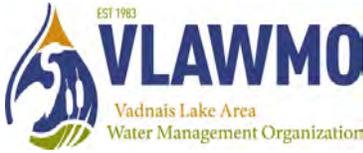
### Branch Ditch #5 Transfer Map description

Vadnais Lake Area WMO (VLAWMO) will transfer approximately 1,200ft of north end of Branch Ditch #5, from Station 25+00 to 37+34 (MAP 1), to the City of Vadnais Heights. **Figure 1** shows the extent of the transfer, from Parcel 293022230006 at the upstream end of the ditch to Parcel 293022240015 at the outlet of Bear Park storm pond.

### MAP 1







To: VLAMWO Board of Directors

From: Phil Belfiori, Administrator

Date: August 18, 2021

**RE: Agenda item – VII. A. Ditch Repair Agreement for Branch 3 with the City or Vadnais Heights**

The VLAWMO Board at the April 28, 2021 meeting directed staff to work with VLAWMO Attorney to develop the attached Ditch Repair Agreement (See Attachment B) with the City related to the proposed City maintenance /repair of Branch 3 of Ditch 14.

The attached Ditch Repair Agreement identifies consent for the proposed Project, City/VLAWMO responsibility, long-term maintenance responsibility, and indemnification.

The City has approved the attached agreement at their Council meeting on July 20, 2021.

**Recommendation:** Staff recommends approval of Resolution 2021-08 approving the Ditch Repair Agreement related to the proposed maintenance /repair of Branch 3.

Attachments:

- Resolution 2021 -08
- Proposed Ditch Repair Agreement, City approval Resolution dated 7/20/21, with Exhibit (City signed scope of work with SEH)

**Attachment A**

**Resolution 08-2021**

Of the Vadnais Lake Area Water Management Organization (VLAWMO)

**Approval of Ditch Repair Agreement (Branch #3) with the City of Vadnais Heights (City)**

Resolution 08-2021 was moved by Director XX and seconded by Director XX:

**Whereas,** In 1986 Ramsey County transferred its rights and responsibilities to County Ditches 13 & 14 to VLAWMO;

**Whereas,** VLAWMO manages the Ditch System pursuant to its authority under Minn. Stat. §§ 103B.201-103B.253, not Minn. Stat., Chap. 103E, as provided in Minn. Stat. § 103E.812, subd. 8 and VLAWMO’s joint powers agreement;

**Whereas,** In 2018, VLAWMO hired Houston Engineering, Inc. to prepare a repair report to help VLAWMO identify and plan for maintenance and repair projects on the Ditch System;

**Whereas,** The City desires to undertake its own proposed project to repair a portion of the Ditch System identified as Branch #3;

**Whereas,** the VLAWMO Board at the April 28, 2021 meeting directed staff to work with VLAWMO Attorney to develop the attached Ditch Repair Agreement (See Attachment B) as was recommended by the Attorney in his memo dated April 21, 2021;

**Whereas,** the attached Ditch Repair Agreement identifies consent for the proposed Project, City/VLAWMO responsibility, long-term maintenance responsibility, and indemnification;

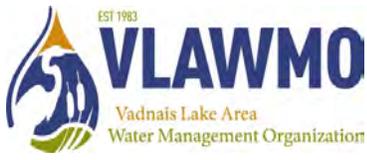
**Whereas,** the parties agree the City may undertake the proposed Project on Branch 3 in accordance with the terms and conditions of this Ditch Repair Agreement;

**Therefore** be it resolved by the VLAWMO Board that:

1. The VLAWMO Board approves the Ditch Repair Agreement as identified in Attachment B and authorizes the Board chair to sign the document and submit it to the City.

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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Dan Jones</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



800 County Road E East, Vadnais Heights, MN 55127  
www.vlawmo.org

<i>Tom Watson</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Patricia Youker</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Jim Lindner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_ Board Chair Date

\_\_\_\_\_ Attest Date

## **DITCH REPAIR AGREEMENT**

This Ditch Repair Agreement (“**Agreement**”) is made and entered into by and between the Vadnais Lake Area Water Management Organization, a Minnesota joint powers water management organization, (“**VLAWMO**”) and the City of Vadnais Heights, a Minnesota municipal corporation (“**City**”). VLAWMO and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

### **RECITALS**

- A. In 1986 Ramsey County transferred its rights and responsibilities to County Ditches 13 & 14 (“**Ditch System**”) to VLAWMO.
- B. VLAWMO manages the Ditch System pursuant to its authority under Minn. Stat. §§ 103B.201-103B.253, not Minn. Stat., Chap. 103E, as provided in Minn. Stat. § 103E.812, subd. 8 and VLAWMO’s joint powers agreement.
- C. In 2018, VLAWMO hired Houston Engineering, Inc. to prepare a repair report (“**Report**”) to help VLAWMO identify and plan for maintenance and repair projects on the Ditch System.
- D. The City desires to undertake its own project to repair a portion of the Ditch System identified as Branch #3 (“**Branch**”), as is more fully described in the attached Exhibit A (“**Project**”).
- E. The parties agree the City may undertake the Project on the Branch in accordance with the terms and conditions of this Agreement.

### **AGREEMENT**

In consideration of the mutual undertakings and understandings expressed herein, and intending to be legally bound, the parties hereby agree as follows:

1. **Consent for Project**. VLAWMO gives such permissions, consents, and delegates such authority to the City as may be required to allow the City to undertake the Project on the Branch in accordance with the terms and conditions of this Agreement.
2. **City Responsibilities**. The City shall be solely responsible for carrying out the Project including, but not limited to, all of the following.
  - a. Design and develop the plans and specifications for the Project. The City shall provide VLAWMO a full set of the plans and specifications for review and approval at least 14 days prior to advertising for bids on the Project.
  - b. Let the contract for construction of the Project with the contractor (“**Contractor**”) selected in accordance with all applicable laws.

- c. Require the Contractor to indemnify and name VLAWMO as an additional insured on its commercial general liability policy. The City shall provide VLAWMO a copy of the contract and a copy of the Contractor's certification of insurance showing VLAWMO as an additional insured.
  - d. Obtain, at its own cost, all permits, permissions, and easements as may be required to construct the Project.
  - e. Administer the contract, all aspects of the Project, and inspect the completed work.
  - f. Perform such other tasks and obtain such other approvals as may be needed to construct the Project.
  - g. Provide VLAWMO with record drawings within 90 days of the final payment to the Contractor.
3. **VLAWMO Responsibilities.** VLAWMO agrees to do or otherwise perform the following.
- a. Promptly review the City's plans and specifications for the Project and to provide its comments.
  - b. This Agreement constitutes a grant of a license to the City to use such easement areas VLAWMO obtained from the transfer of the Ditch System from the County for the purposes of completing the Project and to carry out such other activities as identified in this Agreement. The Report identifies the general location and width of the ditches, but VLAWMO makes no representations as to the location or width of the easements it obtained from the County as part of the transfer of the Ditch System.
  - c. Make a good faith effort to provide information and support to the City's efforts to obtain such permits as may be required to construct the Project.
4. **Ditch Maintenance.** The City agrees to provide the on-going maintenance of the improvements installed as part of the Project. The City will determine the level of required maintenance, but its improvements shall be maintained at least at the level required so they do not obstruct or otherwise interfere with the proper functioning of the Branch.
5. **Insurance & Indemnity.** The parties each carry policies of liability insurance in at least the amounts specified as the extent of their individual liability under Minnesota Statutes, section 466.04, as amended. Nothing herein shall be deemed to waive any statutory limits of liability granted to the parties. Each party agrees to defend, indemnify and hold harmless (including reasonable attorney's fees) the other party, its officials, officers, agents and employees from any liability, claims, demands, damages, personal injury, costs, judgments or expenses arising from any act or omission of the indemnifying party relating to the Project. Neither party shall be required to pay to the other party any amount as indemnification under this Agreement, whether arising pursuant to this Agreement, expressly, by operation of law or otherwise, in excess of the limits of liability applicable to the indemnifying party under

Minnesota Statutes, Chapter 466, or in the event that Minnesota Statutes, Chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party. In those instances in which a party is directly liable for damages as well as for indemnification to the other party, the combined liability of the indemnifying party shall not exceed the limits of liability under Minnesota Statutes, Chapter 466 or, in the event that Minnesota Statutes, Chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party. To the extent the Project is considered a joint undertaking of the parties, the total liability of the parties shall not exceed the liability limit of a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. Neither party agrees to accept liability for the acts or omissions of the other party.

6. **Employees; Worker's Compensation.** Any and all employees of the City, and all other persons engaged by the City in the performance of the Project shall not be considered employees of VLAWMO. Any and all claims that might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, shall in no way be the obligation or responsibility of VLAWMO.
7. **Audit.** Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, any books, records, documents, and accounting procedures and practices of each party relevant to the Agreement are subject to examination by the other party and either the Legislative Auditor or the State Auditor as appropriate. The parties agree to maintain these records for a period of at least six years from completion of the Project.
8. **Term.** This Agreement shall commence as of the date of the last party to execute it and shall continue until the Project is completed. The terms of this Agreement shall apply to the ongoing maintenance of the Ditch as provided herein until the parties agreement to repeal this Agreement or to supersede with a subsequent agreement. The indemnification and audit obligations shall survive the termination of this Agreement.
9. **Entire Agreement.** This document, including the recitals and the exhibits (which are incorporated herein), shall constitute the entire agreement between the parties regarding construction of the Project. This Agreement supersedes all prior negotiations, representations, or agreements between the parties regarding the Project, whether written or oral. No modifications to this Agreement shall be in effect unless they are reduced to writing and are signed by both Cities.
10. **No Third-Party Rights.** This Agreement is solely for the benefit of the parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.
11. **Applicable Law.** This Agreement shall be interpreted under the laws of Minnesota.
12. **Compliance.** Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and shall obtain such permits and permissions as may be required, in carrying out their respective duties under this Agreement.

13. **Discrimination.** The provisions of Minnesota Statutes, section 181.59 and of any applicable local ordinance relating to civil rights and discrimination shall be considered a part of this Agreement as though fully set forth herein.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers effective as of the date of the last party to execute it.

**City of Vadnais Heights**



\_\_\_\_\_  
Heidi Gunderson, Mayor



\_\_\_\_\_  
Kevin Watson, Administrator

7/2/21

\_\_\_\_\_  
Date

**Vadnais Lake Area Water Management Organization**

\_\_\_\_\_  
Its Chair

\_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Date

**EXHIBIT A**  
Project Description



Building a Better World  
for All of Us®

March 11, 2021

RE: City of Vadnais Heights, Minnesota  
Branch Ditch 3 Repair  
SEH No. VADNA 147082 14.00

Mr. Jesse Farrell, PE  
Public Works Director/City Engineer  
City of Vadnais Heights  
800 East County Road E  
Vadnais Heights, MN 55127-7044

Dear Mr. Farrell:

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal to complete the design and permitting associated with the repair of Branch Ditch 3. This letter supplements the Agreement for Professional Services between the City of Vadnais Heights, Owner, and SEH dated June 1, 1997, renewed on January 11, 2021, and addresses providing these services in connection with the Project.

## BACKGROUND

Branch Ditch 3 is a tributary to Lambert Creek, and is located in the northeastern portion of Vadnais Heights, generally discharging to the southeast beneath Oak Drive and County Road F, connecting several large wetland complexes. A topographic survey of the ditch was completed in 2018 by Houston Engineering, identifying that over time, the elevation of the ditch bottom has increased in elevation. This survey also identified that the invert elevations of the two culvert crossings in this reach are located at the current ditch bottom, not the original design elevations. There have been several complaints received from area residents related to high water elevations and frequent inundation within Branch Ditch 3. The City is proposing to dredge the ditch to restore original construction elevations and replace the two culvert crossings as potential means of alleviating drainage concerns. It is expected that this work will be considered a repair under Minnesota Statute 103E.701 and will proceed following the Petition to Repair process as outlined in Minnesota Statute 103E.715.

## SCOPE OF WORK

The scope of work described in this letter is our understanding of the project, and the following items have been identified as key subtasks of the scope:

### Task 1. Permitting

The proposed project will be designed in anticipation of seeking approvals under Minnesota Statute 103E, which regulates public ditches. It is anticipated that this project will be considered a repair, as it seeks to restore the ditch to the originally constructed design on the same alignment. As the Ditch Authority, the Vadnais Lakes Area Watershed Management Organization (VLAWMO) will be required to process the petition for repair, and complete the Engineer's Report, however SEH will facilitate the process.

Branch Ditch 3 flows through a public water wetland (Basswood) and a public water basin (Lambert Lake). Ditch repairs that may affect Public Waters are subject to review by the Minnesota Department of Natural Resources (MNDNR), which SEH will coordinate through the MNDNR Permitting and reporting System (MPARS). Branch Ditch 3 and the associated wetlands are anticipated to be considered Waters of the United States, which would make them subject to regulation under Section 404 of the Clean Water

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Act, as administered by the U.S. Army Corps of Engineers (USACE). A permit application will be submitted to the USACE seeking approval to maintain Branch Ditch 3. As the two wetlands that Branch Ditch 3 flows through are Public Waters, this project is not anticipated to be subject to permitting under the Minnesota Wetland Conservation Act, although a wetland delineation will need to be completed to determine what would be regulated by the MNDNR and USACE. It is intended to design the project so that wetland mitigation is not required. If unavoidable wetland impacts will occur, and mitigation is required, it is assumed that it will be fulfilled through purchase of wetland credits by the City of Vadnais Heights.

Locally, VLAWMO will also regulate aspects on the proposed project. Branch Ditch 3 contains three separate Federal Emergency Management Agency (FEMA) designated floodplains. The design will be required to maintain flood storage and have "no-rise" in water elevations. This will be supported through modeling during design and verified by VLAWMO. Additionally, the project will require modifications to culvert crossings of the private crossing just downstream of the Basswood Wetland, the crossing at North Oak Drive, and the crossing at County Road F. These modifications are necessary to support an effective repair project and may include but are not limited to removing, realigning and/or modifying culvert elevations. Modifications of these crossings will also require permitting, particularly if there would be temporary or permanent wetland impacts resulting from the construction. While the City of Vadnais Heights may need to secure an access permit to complete the work within Ramsey County right of way for the County Road F crossing, SEH will coordinate to obtain approval of the proposed crossing design.

#### **Task 2. Final Design**

The restoration final design will include reestablishing the ditch alignment, cross section, profile, and elevations, including hydraulic structures, which defines define the "As Constructed and Subsequently Improved Condition" or ACSIC. The final design will include evaluating the Branch Ditch 3 ACSIC elevations and culvert hydraulics to repair the overall ditch system to the ACSIC conveyance conditions. This proposal assumes that the documentation of ACSIC ditch elevations as identified from Houston Engineering Report would be made available to SEH during design.

It is assumed that the final design will be based on the ACSIC elevations, however time is included for supplemental survey of the Branch Ditch 3 system to verify elevations. This supplemental survey is intended to be used in conjunction with the 2018 survey completed by Houston Engineering and LiDAR elevation data of the surrounding area. It is assumed that the 2018 survey data will be provided to SEH.

The proposed culvert and ditch hydraulics will be analyzed using the Federal Highway Administration's HY-8 Culvert Hydraulic Analysis program. The contributing drainage area and peak flows for each crossing will be estimated using Atlas 14 rainfall depths with the SCS runoff curve number method. It is assumed that the project will include roadway restoration to match the existing conditions where culverts will be replaced within Oak Drive and County Road F. No rise documentation will be prepared as required by floodplain regulations.

Additionally, the City has expressed interest in pursuing potential stormwater treatment in the Branch Ditch 3 area. A subtask to investigate up to two (2) preliminary potential treatment facility locations and subsequent treatment potential have been included in this scope of work. As the feasibility of a potential facility is unknown at this time, an optional task for treatment area final design has been included in this scope of work. If the feasibility is determined to be low, this task will not be included in final design.

#### **Task 3. Plans and Project Specifications**

The final design, including project quantities, ditch geometry, and culvert and roadway replacement will be included in a final design plan set with associated construction bidding documents. SEH will assist with bidding services. Construction observation is not included with this proposal.

**SCHEDULE**

Due to the nature of the work, construction is likely to occur during the winter. Therefore, it would be advantageous to have the project design complete by Fall/Early Winter 2021 so construction can occur in Winter 2021-2022. While we anticipate completing pre-application consultation with the regulatory agencies, the permitting process is typically initiated following finalization of design. It is proposed to complete the design phase in the spring and summer of 2021 and allow permitting to be completed over a 4-month period in the fall of 2021.

**PAYMENT**

Based on the above assumptions and schedule, fees for providing these services noted above shall be on an hourly basis with a maximum fee of \$66,800, including optional services described above. A detailed work task and hour breakdown for these services is enclosed.

Payment for any additional services shall be based on the actual time required to perform the services and the billable rates for the employees engaged directly on the project, plus actual reimbursable expenses. All services will be invoiced monthly. We will start our services promptly after receipt of your authorization.

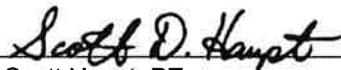
This letter and the above-referenced Agreement for Professional Services, along with Exhibits A-2, B, C-1, and D, represents the entire understanding between you and us in respect to the Project and may only be modified in writing signed by both of us. If this proposal is acceptable to you, please sign and date at the bottom and email the signed letter to us.

Thank you for your consideration of this proposal. We sincerely appreciate providing this service to the City of Vadnais Heights and look forward to the opportunity to continue to do so through the repair of Branch Ditch 3. If you have any questions or comments, please contact Emily at 651.302-.7669 or ejennings@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

By:   
Emily Jennings, PE  
Title: Project Manager, Water Resources Engineer

By:   
Scott Haupt, PE  
Title: Client Service Manager

ekj  
Enclosure

Accepted this 16<sup>th</sup> day of MARCH, 2021

**City of Vadnais Heights**

By:   
Authorized Client Signature



RESOLUTION NO. 21-07-106B

RESOLUTION OF THE CITY OF VADNAIS HEIGHTS  
RAMSEY COUNTY, MINNESOTA

AGREEMENT WITH VLAWMO FOR MAINTENANCE RESPONSIBILITIES OF THE  
BRANCH 3 IMPROVEMENTS AND AUTHORIZING THE MAYOR AND CITY  
ADMINISTRATOR TO SIGN SAID AGREEMENT

WHEREAS, the Branch 3 improvement project will potentially feature new stormwater management facilities with various ownership and maintenance requirements; and

WHEREAS, both the City and VLAWMO have responsibilities within said project to own and maintain.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vadnais Heights, Ramsey County, Minnesota as follows:

1. The Mayor and City Administrator are hereby authorized and directed to enter into an agreement with VLAWMO that establishes respective project and maintenance responsibilities of the Branch 3 improvement project.

This Resolution was declared duly passed and adopted and was signed by the Mayor and attested to by the City Administrator this 20<sup>th</sup> day of July, 2021.

Attest:



Kevin Watson, City Administrator



Heidi Gunderson, Mayor

(SEAL)



To: VLAWMO Board of Directors

From: Phil Belfiori, Administrator

Tyler Thompson, GIS Watershed Technician

Date: August 18, 2021

**Re: VII. B. 1. & 2. Hold required Public meeting & then consider VLAWMO CWMP (Comp. Watershed Mgmt. Plan) Minor Amendment - Resolution 09-2021**

**1. Hold Required Public Meeting on Proposed Plan minor Amendment**

As required in Minnesota Rule 8410.0140, the first step for the VLAWMO Board related to this agenda item is to open and hold a “public meeting to explain the amendments”. At the August 25<sup>th</sup> meeting, staff will request that: 1) the Board chair open a public meeting for purposes of receiving any public comments on the proposed plan amendments pursuant to MR 8410.0140, and then 2) staff will provide a short presentation to explain the amendments, and then 3) staff will then request the Board Chair ask if any member of the public wishes to make comment.

**2. Consider VLAWMO CWMP (Comp. Watershed Mgmt. Plan) Minor Amendment – RES. 2021-09**

Since the Board approved draft CWMP Minor Amendment at their June 2021 meeting, staff has moved forward with the process. Draft language includes minor updating on 2 pages of the Plan, updating information about VLAWMO’s role as ditch authority and ditch maintenance in Sections 3.4 & 3.5, and allowing for support of the Ditch 14 Phase 2 maintenance project. This Minor Amendment was released to VLAWMO’s review authority contacts, comprising of agencies and municipalities, for a 30-day comment period. Three “no comments” were received and 1 comment from Ramsey County Public Works identifying that ditch system maintenance activities and authorities are described in MN Statutes 103E instead of 103B.

Our BWSR Board Conservationist has since submitted a formal determination letter on the Minor Amendment, stating “no comment” and approval from BWSR and recommending moving forward with a public hearing and approval by the VLAWMO Board for approval. Staff has noticed a public hearing for the draft CWMP minor amendment at the August 25<sup>th</sup> Board meeting, as well as bringing the minor amendment for approval and adoption. The full ’17-’26 VLAWMO CWMP with draft minor amendment changes included, [can be found at vlawmo.org at this link](http://www.vlawmo.org).

**TEC, Staff, and BWSR Recommendation**

At their August 13<sup>th</sup> meeting, the TEC voted to recommend to the Board to hold a public hearing for the Plan amendment (following MN Rules 8410.0140), approval of the draft

VLAWMO CWMP Minor Amendment with Resolution 09-2021, following staff and BWSR recommendation, and filing and submitting the Minor Amendment with our Plan review authorities and member JPA municipalities.

### Proposed Motion

It was moved by \_\_\_\_ and seconded by \_\_\_\_ to approve and adopt the 2021 Minor Amendment to VLAWMO's 2017-2026 CWMP with the approval of Resolution 2021-09, and submittal of Minor Amendment changes to Plan review authorities and JPA municipalities.

Attached:

- ATT 1: VLAWMO CWMP Minor Amendment Draft Pages 42 & 43
- ATT 2: BWSR 7/28/21 Minor Amendment Determination & Approval Letter
- ATT 3: Review Authority Comments (4)

## 3 VLAWMO CORE ACTIVITIES

- Birch Lake shoreline restoration project: an on-going maintenance agreement where VLAWMO manages the maintenance oversight and collects a set, annual amount from the BLID and the City of White Bear Lake to assist with maintenance costs.
- Whitaker Pond: agreement states that Ramsey County will dredge built up sediment from the forebay of the pond on a periodic basis.
- Central Middle School swale: VLAWMO agreed to cover the costs associated with the first two years of maintenance by a professional company, and then provided an operations and maintenance manual to the school district groundskeepers to assist them with the subsequent 8 years of required maintenance duties.

For stormwater infrastructure installed by MS4s, such as storm retention ponds or vegetated swales, they are responsible for the inspection, operation, and maintenance. Regular communication between agencies will allow the opportunity to discuss any concerns or new issues regarding their projects.

[For Lambert Creek, VLAWMO conducts maintenance on the ditch. Ditch 13/14 public ditch drainage system pursuant to the VLAWMO Board's direction, the VLAWMO Watershed Management Plan and public ditch inspection program. The VLAWMO Board directs drainage system maintenance on an as-needed basis. The VLAWMO Board has recently approved proposed ditch maintenance on Ditch 14 on approximately 2,400 linear feet of Ditch 14, east of Edgerton Street in the City of Vadnais Heights, at an estimated cost of \\$87,000 for years 2021-2022. VLAWMO intends to implement these activities under Core Activities - Capital Projects and Programs and utilizing funding authority under MN Statute 103B.](#)

### 3.5 REGULATORY PROGRAM

VLAWMO does not operate a regulatory program for development review. All member cities or townships are MS4s with approved permits to discharge stormwater, and they, along with Ramsey County, Anoka County and the Minnesota Department of Transportation (MNDOT) as MS4s will be responsible for ensuring that development, redevelopment and construction meets NPDES requirements. Each member city or township is required to operate a permitting program and have local controls consistent with VLAWMO water management policy.

VLAWMO is the LGU administering the Wetland Conservation Act (WCA) and has been since 1991 except in MnDOT right of way area. VLAWMO established performance and control standards for managing stormwater runoff, and management classifications, standards and procedures governing the use of wetlands as set out in the VLAWMO water management policy. The current [VLAWMO water management policy](#) was written in April 2009. The current policy is in the process of being updated to follow the most recent standard changes within the WCA, Minimum Impact Design Standards (MIDS), Atlas 14, and Minnesota Stormwater Manual, along with state groundwater and buffer rules. The updated VLAWMO water management policy will be revised as standards in these manuals are amended. The updated policy will be on the VLAWMO website and distributed directly to the appropriate partners.

Ramsey County transferred Drainage Authority for Ditches 13 and 14 to VLAWMO in 1986. These Drainage Systems are otherwise known as Lambert Creek and the Dillon or Whitaker storm sewer system (#07010206-801 & #07010206-637). Ditch Drainage System management activities are conducted under the authorities of chapters [103B and 103E, including maintaining conveyance](#), and are not specifically enumerated in this Plan

### 3 VLAWMO CORE ACTIVITIES

except as they relate to protecting and improving downstream water resources. VLAWMO plans to continue its Drainage Authority role and will actively look for opportunities to use its unique abilities and authorities under 103B ~~and 103E~~ to implement water quality improvement projects concurrently with ditch maintenance and repair projects. VLAWMO acknowledges its role as a ditch authority in implementing the State buffer law and will pursue buffers consistent with requirements.



Tyler Thompson <tyler.thompson@vlawmo.org>

---

## Vadnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment

---

**Connie Taillon** <ctaillon@whitebearlake.org>  
To: Tyler Thompson <Tyler.Thompson@vlawmo.org>  
Cc: "Melissa.King@state.mn.us" <Melissa.King@state.mn.us>

Tue, Jul 20, 2021 at 1:23 PM

Hi Tyler,

The City of White Bear Lake reviewed the Minor Amendment language on pages 42 and 43 of the VLAWMO Comprehensive Watershed Management Plan (CWMP) and have no comments.

Thank you for the opportunity to review and comment on this minor plan amendment.

Connie

Connie Taillon, P.E.

Environmental Specialist/Water Resources Engineer

City of White Bear Lake

4701 Highway 61

White Bear Lake, MN 55110

Office: 651-429-8587

Fax: 651-429-8500

[ctaillon@whitebearlake.org](mailto:ctaillon@whitebearlake.org)

**From:** Tyler Thompson <Tyler.Thompson@vlawmo.org>

**Sent:** Friday, June 25, 2021 8:24 AM

**To:** Judy.Sventek@metc.state.mn.us; juline.holleran@state.mn.us; jeffrey.berg@state.mn.us; john.freitag@state.mn.us; jeanne.daniels@state.mn.us; King, Melissa (BWSR) <melissa.king@state.mn.us>; Neuendorf, Beth (DOT) <beth.neuendorf@state.mn.us>; renee.sande@co.anoka.mn.us; Churchich, Molly <Molly.Churchich@co.ramsey.mn.us>; Andrew Nelson <anelson3@linolakes.us>; Jim Lindner <lindner1858@yahoo.com>; kkress@northoaksmn.gov; Jesse Farrell <jesse.farrell@cityvadnaisheights.com>; Connie Taillon <ctaillon@whitebearlake.org>; Tom Riedesel <tom.riedesel@whitebeartownship.org>; chris.lord@anokaswcd.org; Ann WhiteEagle-Ramsey Co. Cons. Dist. <Ann.WhiteEagle@co.ramsey.mn.us>  
**Cc:** Phil Belfiori <phil.belfiori@vlawmo.org>

**Subject:** Vadnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment

Dear Review Authority members,

You are receiving this email, as your municipality or administrative agency is deemed a Review Authority of VLAWMO's Comprehensive Watershed Management Plan (CWMP). You are either the most recent, or most relevant contact available or found at your municipality or agency. If there is a more relevant contact at your agency to review this request, we kindly ask and would appreciate it, if you would be willing to forward this on to that applicable staff member.

VLAWMO has authored a Minor Amendment to our Comprehensive Watershed Management Plan (CWMP) to update and add language to reflect our ditch and drainage system maintenance activities. The VLAWMO Board of Directors approved the distribution of this draft Minor Amendment language for a 30-day review and comment period to our CWMP Review Authorities at their June 23rd, 2021 meeting. We ask that any comments are returned via email or mail to me, Tyler Thompson, by Monday, July 25th, 2021. VLAWMO will notice a public meeting to take place during its August 25th, 2021 Board of Directors Meeting, and subsequently consider approval of the CWMP Minor Amendment for adoption.

Please find attached a PDF of the specific pages of our CWMP with proposed draft amendment language (pages 42 & 43), as well as VLAWMO's full CWMP PDF attached with those same draft pages.

If you would like a hard copy, please don't hesitate to let me know and a paper copy will be mailed to you.

Thank you for your time and help in this process, we appreciate your effort!

Best regards & have a great weekend,

-Tyler Thompson

651-204-6071

800 County Road E East

Vadnais Heights, MN 55127

\_\_\_\_\_



Tyler Thompson <tyler.thompson@vlawmo.org>

---

## Vadnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment

---

**Berg, Jeffrey (MDA)** <jeffrey.berg@state.mn.us>  
To: Tyler Thompson <Tyler.Thompson@vlawmo.org>  
Cc: "King, Melissa (BWSR)" <Melissa.King@state.mn.us>

Mon, Jul 26, 2021 at 9:07 AM

Tyler,

The MDA has not comments on the proposed Vadnais Lake Area WMO Minor Comprehensive Plan Amendment.

Thanks for the opportunity to review.

Jeff Berg

Water Policy Specialist

[Minnesota Department of Agriculture](#)

651 201 6338



[625 Robert Street North](#)

[St. Paul, MN 55155](#)

---

**From:** Tyler Thompson <Tyler.Thompson@vlawmo.org>

**Sent:** Friday, June 25, 2021 8:56 AM

**To:** Sventek, Judy <judy.sventek@metc.state.mn.us>; Holleran, Juline (MPCA) <juline.holleran@state.mn.us>; Berg, Jeffrey (MDA) <jeffrey.berg@state.mn.us>; Freitag, John (MDH) <john.freitag@state.mn.us>; jeanne.daniels@state.mn.us; King, Melissa (BWSR) <Melissa.King@state.mn.us>; Neuendorf, Beth (DOT) <beth.neuendorf@state.mn.us>; renee.sande@co.anoka.mn.us; Churchich, Molly <Molly.Churchich@co.ramsey.mn.us>; Andrew Nelson <anelson3@linolakes.us>; Jim Lindner <lindner1858@yahoo.com>; kkrress@northoaksmn.gov; Jesse Farrell <jesse.farrell@cityvadnaisheights.com>; Connie Taillon <ctaillon@whitebearlake.org>; Tom Riedesel <tom.riedesel@whitebeartownship.org>; chris.lord@anokaswd.org; Ann WhiteEagle-Ramsey Co. Cons. Dist. <Ann.WhiteEagle@co.ramsey.mn.us>

**Cc:** Phil Belfiori <phil.belfiori@vlawmo.org>

**Subject:** Re: Vadnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment

**This message may be from an external email source.**

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

---

Hello again all,

[Quoted text hidden]

[Quoted text hidden]



Tyler Thompson <tyler.thompson@vlawmo.org>

---

## RE: Vадnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment - Review #21530-3

---

Mulcahy, Joe <joe.mulcahy@metc.state.mn.us>

Thu, Jul 8, 2021 at 11:24 AM

To: "tyler.thompson@vlawmo.org" <tyler.thompson@vlawmo.org>

Cc: "Sventek, Judy" <judy.sventek@metc.state.mn.us>, ReviewsCoordinator <ReviewsCoordinator@metc.state.mn.us>

Tyler,

The Metropolitan Council has no comments on the WMO's proposed minor Comprehensive Watershed Management Plan amendment. Thank you for the opportunity to review it. Please contact me if you have questions.

Thanks.

-jm

### Joe Mulcahy

Environmental Analyst

Metropolitan Council Environmental Services

P. 651-602-1104 | C. 612-913-8864

---

**From:** Tyler Thompson <Tyler.Thompson@vlawmo.org>

**Sent:** Friday, June 25, 2021 8:24 AM

**To:** Sventek, Judy <judy.sventek@metc.state.mn.us>; juline.holleran@state.mn.us; jeffrey.berg@state.mn.us; john.freitag@state.mn.us; jeanne.daniels@state.mn.us; King, Melissa (BWSR) <melissa.king@state.mn.us>; Neuendorf, Beth (DOT) <beth.neuendorf@state.mn.us>; Renee Sande <renee.sande@co.anoka.mn.us>; Churchich, Molly <Molly.Churchich@co.ramsey.mn.us>; Andrew Nelson <anelson3@linolakes.us>; Jim Lindner <lindner1858@yahoo.com>; kkress@northoaksmn.gov; Jesse Farrell <jesse.farrell@cityvadnaisheights.com>; Connie Taillon <ctaillon@whitebearlake.org>; Tom Riedesel <tom.riedesel@whitebeartownship.org>; chris.lord@anokaswcd.org; Ann WhiteEagle-Ramsey Co. Cons. Dist. <Ann.WhiteEagle@co.ramsey.mn.us>

**Cc:** Phil Belfiori <phil.belfiori@vlawmo.org>

**Subject:** Vадnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment

Dear Review Authority members,

You are receiving this email, as your municipality or administrative agency is deemed a Review Authority of VLAWMO's Comprehensive Watershed Management Plan (CWMP). You are either the most recent, or most relevant contact available or found at your municipality or agency. If there is a more relevant contact at your agency to review this request, we kindly ask and would appreciate it, if you would be willing to forward this on to that applicable staff member.

VLAWMO has authored a Minor Amendment to our Comprehensive Watershed Management Plan (CWMP) to update and add language to reflect our ditch and drainage system maintenance activities. The VLAWMO Board of Directors approved the distribution of this draft Minor Amendment language for a 30-day review and comment period to our CWMP

Review Authorities at their June 23rd, 2021 meeting. We ask that any comments are returned via email or mail to me, Tyler Thompson, by Monday, July 25th, 2021. VLAWMO will notice a public meeting to take place during its August 25th, 2021 Board of Directors Meeting, and subsequently consider approval of the CWMP Minor Amendment for adoption.

Please find attached a PDF of the specific pages of our CWMP with proposed draft amendment language (pages 42 & 43), as well as VLAWMO's full CWMP PDF attached with those same draft pages.

If you would like a hard copy, please don't hesitate to let me know and a paper copy will be mailed to you.

Thank you for your time and help in this process, we appreciate your effort!

Best regards & have a great weekend,

-Tyler Thompson

651-204-6071

800 County Road E East

Vadnais Heights, MN 55127



**Caution! This email was sent from an external source. Do not click any links or open attachments unless you trust the sender and know the content is safe.**



Tyler Thompson <tyler.thompson@vlawmo.org>

---

## Vadnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment

---

**Churchich, Molly** <Molly.Churchich@co.ramsey.mn.us>  
To: Tyler Thompson <Tyler.Thompson@vlawmo.org>  
Cc: "melissa.king@state.mn.us" <melissa.king@state.mn.us>

Fri, Jul 16, 2021 at 9:28 AM

Hello Tyler,

Thank you for the opportunity to review. Please find my comments below:

-In the revision of pages 42 and 43, I believe that Ditch Authority and official Public Ditch System maintenance is covered under MN Statute 103E, not 103B.

Regards,

**Molly A. C. Churchich** | Environmental Services Supervisor

Ramsey County

Public Works Department

1425 Paul Kirkwold Drive

Arden Hills, MN 55112

651-266-7159 | Fax: 651-266-7110

[www.ramseycounty.us](http://www.ramseycounty.us)

---

**From:** Tyler Thompson <Tyler.Thompson@vlawmo.org>

**Sent:** Friday, June 25, 2021 8:24 AM

**To:** Judy.Sventek@metc.state.mn.us; juline.holleran@state.mn.us; jeffrey.berg@state.mn.us; john.freitag@state.mn.us; jeanne.daniels@state.mn.us; King, Melissa (BWSR) <melissa.king@state.mn.us>; Neuendorf, Beth (DOT) <beth.neuendorf@state.mn.us>; Sande, Renee <Renee.Sande@co.anoka.mn.us>; Churchich, Molly <Molly.Churchich@CO.RAMSEY.MN.US>; Andrew Nelson <anelson3@linolakes.us>; Jim Lindner <lindner1858@yahoo.com>; kkrass@northoaksmn.gov; Jesse Farrell <jesse.farrell@cityvadnaisheights.com>; Connie Taillon <ctailon@whitebearlake.org>; Tom Riedesel <tom.riedesel@whitebeartownship.org>; chris.lord@anokaswcd.org; WhiteEagle, Ann <Ann.WhiteEagle@CO.RAMSEY.MN.US>

**Cc:** Phil Belfiori <phil.belfiori@vlawmo.org>

**Subject:** Vadnais Lake Area WMO (VLAWMO) Minor Comprehensive Plan Amendment

**External message alert:** This message originated from outside the Ramsey County email system. **Use caution** when clicking hyperlinks, downloading pictures or opening attachments.

[Quoted text hidden]

July 28, 2021

Phil Belfiori  
Administrator  
Vadnais Lake Area WMO  
800 E County Rd E  
Vadnais Heights, MN 55127

**RE: Vadnais Lake Area Watershed Management Organization – Watershed Management Plan  
Amendment (Minor)**

Dear Mr. Belfiori,

On June 25, 2021 the Board of Water and Soil Resources (BWSR) received documentation of proposed revisions to the Vadnais Lake Area Watershed Management Organization (VLAWMO) Watershed Management Plan (Plan) submitted in accordance with the minor amendment process defined in Minnesota rules 8410.0140 Subp. 2. VLAWMO also distributed the minor amendment documentation to Plan review authorities and other stakeholders for the required 30-day review and comment period.

The draft Plan amendment included revisions to:

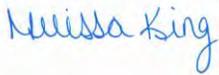
- *Section 3.4 Capital Improvement Projects and Programs:*
  - Addition of clarifying language that provides information on the current frequency of public drainage system maintenance and identification of the WMO program which incorporates project funding,
  - Addition of a specific public drainage maintenance project that the WMO will undertake in 2021-2022.
- *Section 3.5 Regulatory Program:*
  - Addition of language identifying drainage authorities under Minnesota Statue 103B and deletion of text referencing authorities described under Minnesota Statute 103E.

Staff from the City of White Bear Lake, the Minnesota Department of Agriculture, and the Metropolitan Council provided responses to the draft revisions that indicated each entity had no comment. Staff from Ramsey County responded with a comment identifying that public ditch system maintenance activities and authorities were described in Minnesota Statute 103E instead of 103B.

BWSR does not have any comment on the proposed Plan revisions distributed and this correspondence serves as notice of the Board's approval of the minor Plan amendment. With regards to the comment submitted by Ramsey County, and as identified in VLAWMO's response to comment, Minnesota Statutes 103B.211 Subd. 1(4) also authorizes the WMO to carry out drainage system maintenance.

We commend the VLAWMO for maintaining a current watershed management Plan. The WMO should legally notice and hold a public hearing on the Plan amendment in accordance with Minnesota Rules 8410.0140 Subp. 2(D). Once the VLAWMO Board adopts the changes, please print and forward those changes in the form of replacement pages for the Plan, to all Plan review authorities and Plan holders in accordance with Minnesota Rules 8410.0140 Subp. 4 and 5. Please refer to the Metro Plan Review Roster found on the BWSR website (<http://www.bwsr.state.mn.us/metro-watershed-management-plan-state-agencies-review-roster>) for the format that each review agency has requested. Please also note that BWSR requires hard and digital copies. Feel free to contact me with any questions at 651.350.8845.

Best Regards,



Melissa King  
Board Conservationist

Cc: Tyler Thompson, VLAWMO (email only)

*Equal Opportunity Employer*

**RESOLUTION NO. 09-2021**  
**Of the Vadnais Lake Area Water Management Organization (VLAWMO)**

**Resolution 09-2021 was moved by Director \_\_\_\_\_ and second by Director \_\_\_\_\_.**

**ADOPTING THE COMPREHENSIVE WATERSHED MANAGEMENT PLAN MINOR AMENDMENT AND AUTHORIZING DISTRIBUTION OF MODIFIED PAGES**

WHEREAS, the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake, and the Township of White Bear Lake (“Members”) are party to a joint powers agreement entitled Joint Powers Agreement To Protect And Manage The Vadnais Lake Area Watershed (the “Joint Powers Agreement”); and

WHEREAS, the Joint Powers Agreement provides for the establishment of the Vadnais Lake Area Water Management Organization (“VLAWMO”), organized in accordance with the Metropolitan Surface Water Management Act, Minn. Stat. § 103B.201 et seq., and Minn. Stat. § 471.59, which is managed by a Board of Directors (“Board”); and

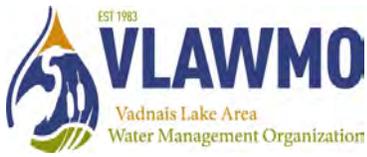
WHEREAS, the Board is authorized to undertake various projects to further the purposes of VLAWMO; and

WHEREAS, Review Authority comment has been requested and received by VLAWMO, a public meeting has been noticed and initiated as required and in accordance with Minnesota rules 8410.0140 Subp. 2., and BWSR has approved and has authorized VLAWMO to proceed to formally adopt the Minor Amendment and distribute modified pages of the Comprehensive Watershed Management Plan to review authorities and JPA member municipalities,

**THEREFORE, BE IT RESOLVED** by the Vadnais Lake Area Watershed Management Organization that the Minor Amendment be formally adopted as of August 25, 2021, and pages distributed to agency representatives, as specified by BWSR.

**BE IT FURTHER RESOLVED** that the Vadnais Lake Area Watershed Management will undertake activities outlined in the Minor Amendment continue to expand upon plans for the maintenance and repair of its public drainage system.

**WHEREUPON** the above resolution was adopted at a regular meeting of the VLAWMO Board of Directors this 25<sup>th</sup> of August, 2021.



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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Dan Jones</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Tom Watson</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Patricia Youker</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Jim Lindner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_ Board Chair Date

\_\_\_\_\_ Attest Date

To: Board of Directors

From: Brian Corcoran

Date: August 18, 2021

Re: **VII. B. 3. Acceptance of Phase 2 Maint. Construction Plans for Filing & Authorization for Project Construction Quotes**

The landowner information meeting for the proposed Ditch 14 “Phase 2” maintenance project was held on July 28, 2021. The meeting was attended by 10 landowners with property on the ditch right of way as well as Council member Youker, Project Engineer Chris Otterness from Houston Engineering and VLAWMO Staff. Staff and the Project engineer provided a presentation on the project background and expectations for site conditions once the project is constructed. Based on landowner comments /requests received at the meeting, staff will be conducting site visit with individual landowner to discuss any questions or concerns related to the project.

The Plans for the proposed Ditch 14 “Phase 2” maintenance project are **attached** to this BOD memo along with the SWPPP narrative and Specifications for Repair. Written responses from both the DNR and ACOE were received and noted no permits will be needed from either agency for the proposed maintenance. This project will follow the Nation Wide Permit conditions for the ACOE and is exempt from a Public Waters permit from the DNR.

TEC recommended approval to accept plans and send out for quotes to the BOD at their 8-13-2021 meeting.

Attachments:

- Phase II CD14 Maintenance Plans 7057-0012 VLAWMO CD14 Bluebird Grove Replacement Plan
- VLAWMO-CD 14 Specifications for Repair 20210804

**Recommendation:** VLAWMO staff requests the Board to accept these plans for filing and to recommend sending out the plans for solicitation of quotes after the August 25, 2021 VLAWMO Board meeting

# RAMSEY COUNTY DITCH 14 REPAIR

## VADNAIS LAKE AREA

### WATER MANAGEMENT ORGANIZATION

#### VADNAIS HEIGHTS, MN

#### AUGUST 2021

SHEET #	SHEET TITLE
1	TITLESHEET
2	MAIN TRUNK PLAN & PROFILE
3	DETAILS
4	SWPPP NARRATIVE
5	SWPPP NARRATIVE

**NOTES:**

**1. GEODETIC CONTROL**

**HORIZONTAL:** NAD83 MINNESOTA DOT: RAMSEY COUNTY, US FOOT

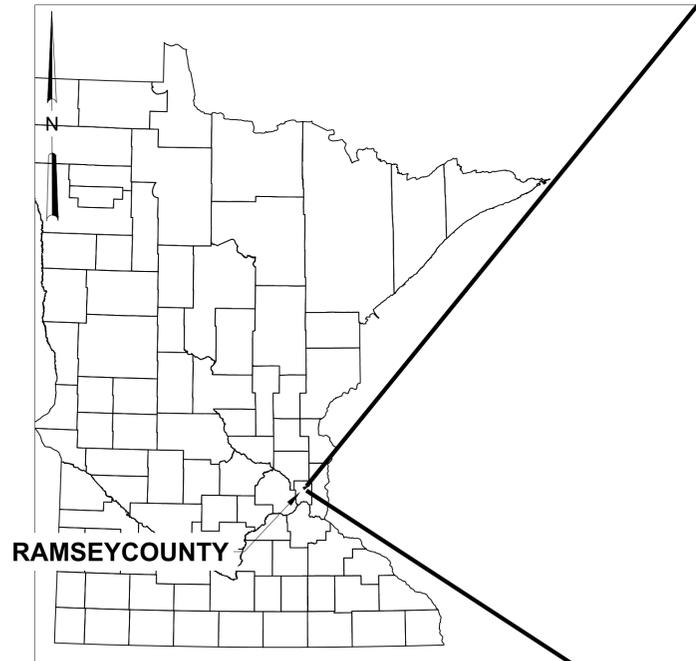
**VERTICAL:** NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

**2. UTILITY**

PRIOR TO ANY EXCAVATION WORK, THE CONTRACTOR IS RESPONSIBLE UNDER MINNESOTA STATE STATUTE 216D AND MINNESOTA RULES CHAPTER 7560 TO CONTACT GOPHER STATE ONE CALL FOR THE LOCATION OF UNDERGROUND UTILITY FACILITIES IN PROXIMITY TO THE EXCAVATION SITE.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

CONTACT "GOPHER STATE ONE CALL" FOR LOCATIONS OF BURIED UTILITIES. CALL (651) 454-0002 OR (800) 252-1166. ALSO CONTACT AT [www.gopherstateonecall.org](http://www.gopherstateonecall.org)



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

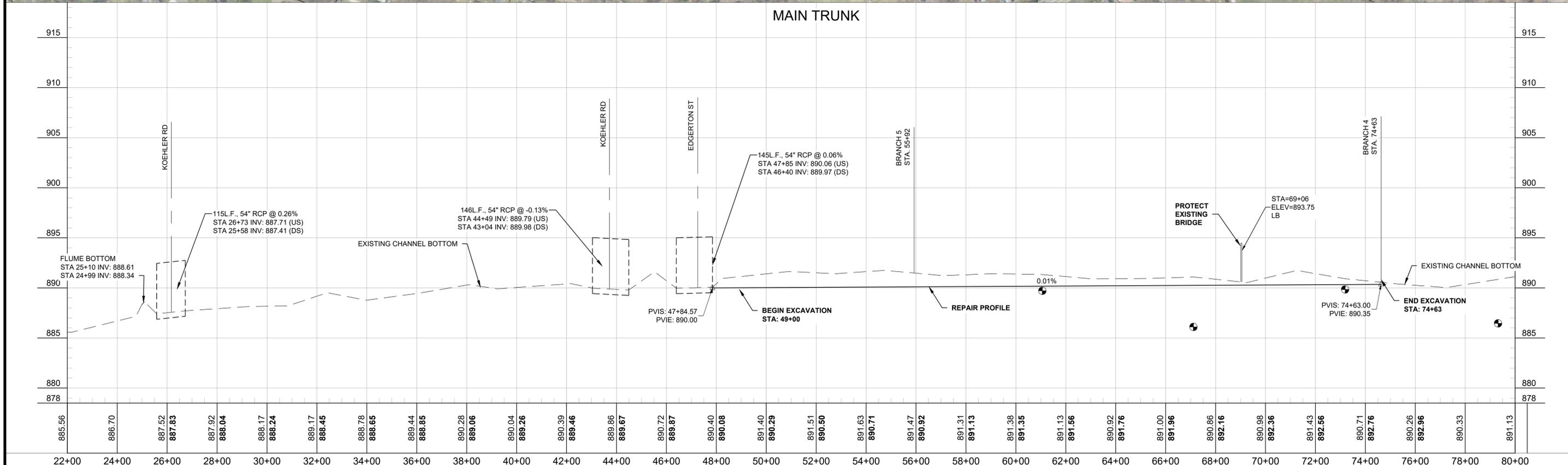
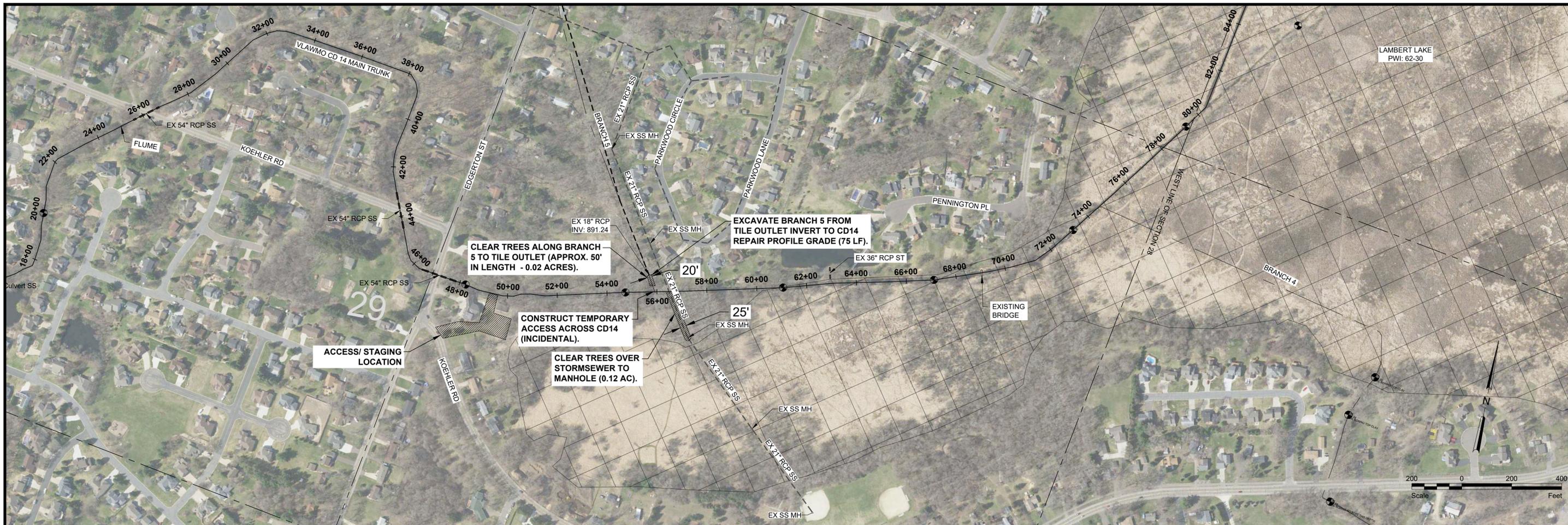
Alexander J. Schmidt  
License No. 53741

Date: \_\_\_\_\_

**PREPARED BY:**



**MAPLE GROVE, MINNESOTA**



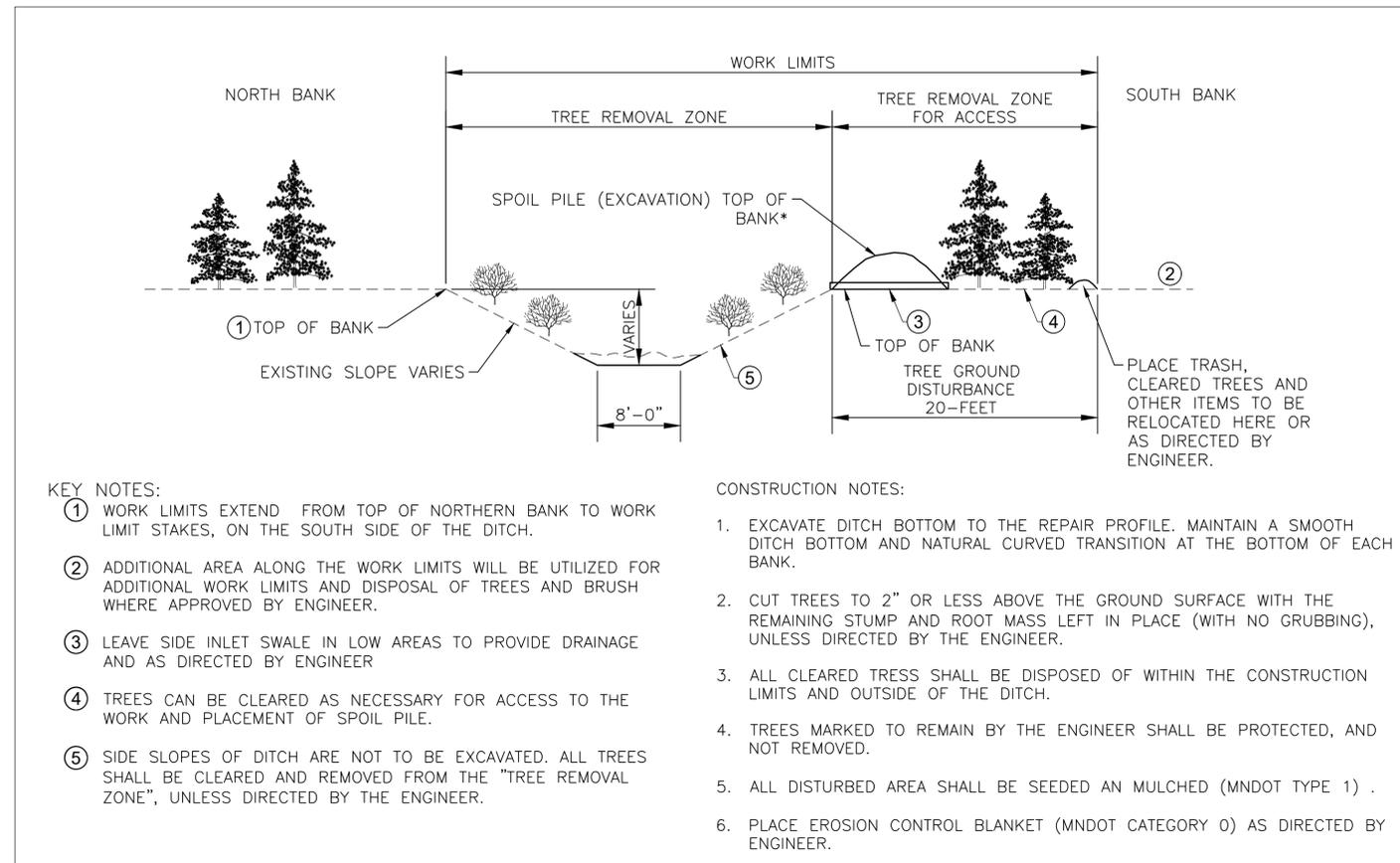
No.	Revision	Date	By

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Alexander J. Schmidt License No. 53741	Date	
---	------	--

	<b>Maple Grove</b> P: 763.493.4522 F: 763.493.5572	Drawn by <b>AMZ</b>	Date <b>7-28-2021</b>
		Checked by <b>AJS</b>	Scale <b>AS SHOWN</b>

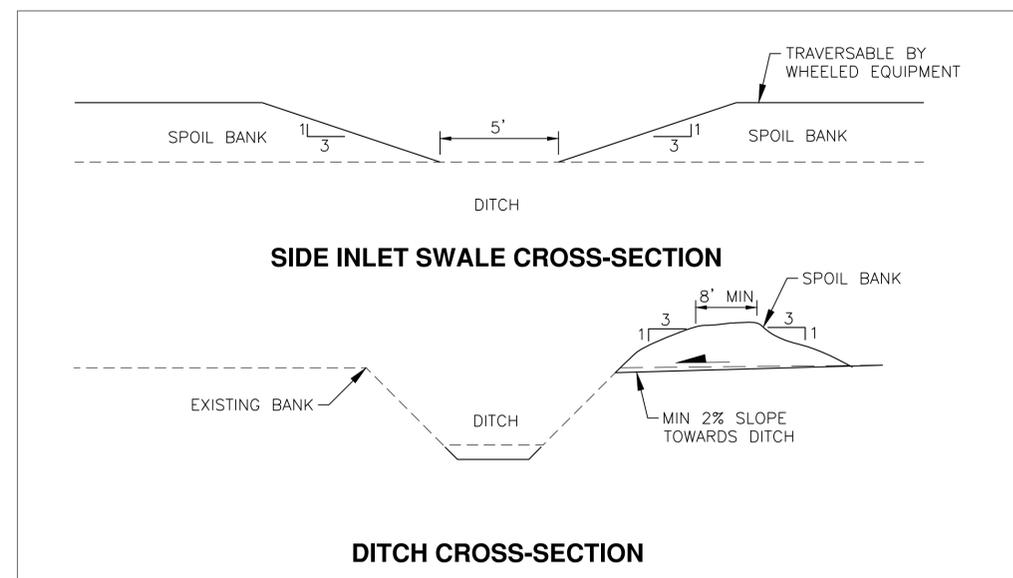
<b>RAMSEY COUNTY DITCH 14</b> <b>VADNAIS LAKE AREA</b> <b>WATER MANAGEMENT ORGANIZATION</b>	<b>MAIN TRUNK PLAN &amp; PROFILE</b> PROJECT NO. 7057-0012	<b>SHEET</b> <b>2</b>
---	---	--------------------------

H:\Maple Grove\JUN\7057\7057\_0012\CAD\Plans\7057\_VLA\WMO CD14 P&P.dwg-2 MAIN TRUNK PLAN & PROFILE-8/12/2021 9:09 AM-(azigen)



## DITCH CORRIDOR "WORK LIMITS"

NOT TO SCALE



## SIDE INLET DETAIL

NOT TO SCALE

H:\Maple Grove\JBN\7057\7057\_0012\CAD\Plans\7057\_VLA\WMO CD14 P&P.dwg-3 DETAILS-8/12/2021 9:10 AM-(arigan)

No.	Revision	Date	By	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  Alexander J. Schmidt License No. 53741	Date



Maple Grove	Drawn by AMZ	Date 7-28-2021
P:   763.493.4522 F:   763.493.5572	Checked by AJS	Scale AS SHOWN

RAMSEY COUNTY DITCH 14 VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION
--

DETAILS PROJECT NO. 7057-0012
----------------------------------

SHEET 3
------------

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE**

THE MINNESOTA GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY ISSUED ON AUGUST 1, 2018 SHALL APPLY FOR THIS PROJECT.

GENERAL CONSTRUCTION ACTIVITY INFORMATION

- PROJECT NAME: RAMSEY COUNTY DITCH 14 REPAIR
- DESCRIBE PROJECT LOCATION:

CITY OR TOWNSHIP: VADNAIS HEIGHTS  
 STATE: MN ZIP CODE: 55127 COUNTY: RAMSEY  
 LATITUDE/LONGITUDE OF APPROXIMATE CENTROID OF PROJECT: 45.054535, -93.069562

- DESCRIBE THE CONSTRUCTION ACTIVITY:

THE CD14 REPAIR WILL CONSIST OF REMOVING SEDIMENT IN THE BOTTOM OF THE DITCH AND CLEARING TREES AS DESIGNATED IN THE PLANS. REMOVED SPOIL WILL BE PLACED AS INDICATED IN THE PLANS.

PROJECT AREAS

- TOTAL AREA TO BE DISTURBED (ACRES): 2.26
- PRE-CONSTRUCTION IMPERVIOUS SURFACE (ACRES): 0.00
- POST-CONSTRUCTION IMPERVIOUS SURFACE (ACRES): 0.00

TOTAL NEW IMPERVIOUS SURFACE (ACRES): 0.00

RECEIVING WATERS

SURFACE WATERS WITHIN ONE MILE OF PROJECT BOUNDARY (AERIAL RADIUS MEASUREMENT) THAT WILL RECEIVE STORMWATER FROM THE SITE OR DISCHARGE FROM PERMANENT STORMWATER MANAGEMENT SYSTEM:

WATER BODY ID	NAME OF WATER BODY	TYPE	SPECIAL WATER	IMPAIRED WATER
62-0038-01	EAST VADNAIS LAKE	LAKE	NO	YES
62-0038-02	WEST VADNAIS LAKE	LAKE	NO	YES

CONTACT INFORMATION

PROJECT OWNER: VADNAIS LAKE AREA WATER MANAGEMENT  
 800 CO RD E EAST  
 ST PAUL, MN 55127  
 PHONE: (651) 204-6075  
 CONTACT: BRIAN CORCORAN

CONTRACTOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_

DESIGN OF CONSTRUCTION SWPPP

DESIGN OF CONSTRUCTION SWPPP COMPLETED BY:  
 AARON M ZIGAN  
 HOUSTON ENGINEERING, INC.  
 7550 MERIDIAN CIRCLE NORTH, SUITE 120  
 MAPLE GROVE, MINNESOTA 55369  
 PHONE: (763) 493-4522  
 FAX: (763) 493-5572  
 AZIGAN@HOUSTONENG.COM

PROJECT INFORMATION

- CHAIN OF RESPONSIBILITY: OWNER AND CONTRACTOR ARE COPERMITTEES FOR THE MINNESOTA GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY. THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL ASPECTS OF THE MINNESOTA GENERAL PERMIT AT ALL TIMES UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA. THE CONTRACTOR WILL DEVELOP A CHAIN OF COMMAND WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE, THE ENTIRE SITE HAS UNDERGONE FINAL STABILIZATION, AND A NOTICE OF TERMINATION (NOT) HAS BEEN SUBMITTED TO THE MPCA.
- TRAINING DOCUMENTATION: CONTRACTOR SHALL LIST PEOPLE REQUIRING TRAINING PER PART III.F.1, DATES OF TRAINING AND NAME OF INSTRUCTOR(S) AND ENTITY PROVIDING TRAINING, CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING. THE OWNER SHALL BE PROVIDED WITH A COPY OF THE TRAINING DOCUMENTATION BEFORE THE START OF CONSTRUCTION ON THE PROJECT.

PROJECT INFORMATION

- ENVIRONMENTALLY SENSITIVE AREAS:
  - IMPAIRED WATERS: THERE ARE TWO IMPAIRED WATERS WITHIN ONE MILE OF THE DISCHARGE FOR THE RAMSEY COUNTY DITCH 14 REPAIR PROJECT ONE WITH NON-CONSTRUCTION STORMWATER RELATED IMPAIRMENTS (EAST VADNAIS LAKE) AND ONE WITH CONSTRUCTION RELATED IMPAIRMENTS (WEST VADNAIS LAKE). SEE EROSION PREVENTION PRACTICES-1 BELOW OR REFER TO SECTION 23.9 OF THE CONSTRUCTION STORMWATER PERMIT.
  - SPECIAL WATERS: THERE ARE NO SPECIAL WATERS WITHIN ONE MILE OF THE DISCHARGE FOR RAMSEY COUNTY DITCH 14 REPAIR PROJECT
  - WETLANDS: SEGMENTS OF THE WORK LIMITS CROSS WETLANDS. WORK SHALL CONFORM TO STATE AND FEDERAL WETLAND LAWS.
  - KARST AREAS: THERE ARE NO KNOWN KARST AREAS WITHIN THE PROJECT BOUNDARY.
  - CALCAREOUS FENS: THERE ARE NO KNOWN CALCAREOUS FENS WITHIN THE PROJECT BOUNDARY.
  - ENDANGERED OR THREATENED SPECIES: NO STATE-LISTED THREATENED VERTEBRATE OR INVERTEBRATE WERE OBSERVED WITHIN A 1-MILE RADIUS OF THE PROJECT
  - HISTORIC PLACES OR ARCHEOLOGICAL SITES: THERE ARE NO KNOWN HISTORIC PLACES OR ARCHEOLOGICAL SITES WITHIN THE PROJECT BOUNDARY.

STEEP SLOPES: SLOPES 1:3 (V:H) OR STEEPER IN GRADE ARE CONFINED TO THE SLOPES OF THE BANKS  
 2. SOIL TYPES.

THE SEDIMENT REMOVAL WILL GENERALLY CONSIST OF FINE SAND, LOAMY FINE SAND, FINE SANDY LOAM, AND MUCK. ESTIMATED PARTICLE SIZE RANGING FROM 0.0001 MM TO 0.5MM.

- ORDER OF CONSTRUCTION ACTIVITIES:
  - INSTALL EROSION AND SEDIMENT CONTROL MEASURES.
  - PROCEED WITH REMOVAL OF TREES AND SEDIMENT. STABILIZE AREAS DISTURBED WITH TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.
  - COMPLETE PERMANENT RESTORATION WITH EROSION AND SEDIMENT CONTROL MEASURES.

EROSION PREVENTION PRACTICES

- STABILIZATION MUST BE INITIATED IMMEDIATELY AND NO LATER THAN 7 CALENDAR DAYS WHENEVER ANY CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED ON ANY PORTION OF THE SITE. STABILIZATION MEANS THE EXPOSED GROUND SURFACE HAS BEEN COVERED BY APPROPRIATE MATERIALS SUCH AS MULCH, STAKED SOD, RIPRAP, EROSION CONTROL BLANKET, MATS OR OTHER MATERIAL THAT PREVENTS EROSION FROM OCCURRING. GRASS, AGRICULTURAL CROP OR OTHER SEEDING ALONE IS NOT STABILIZATION. MULCH MATERIALS MUST ACHIEVE APPROXIMATELY 90 PERCENT GROUND COVERAGE (TYPICALLY 2 TON/ACRE).
- STABILIZATION OF THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE MUST OCCUR WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE.
- STORMWATER CONVEYANCE CHANNELS MUST BE ROUTED AROUND UNSTABILIZED AREAS. EROSION CONTROLS AND VELOCITY DISSIPATION DEVICES MUST BE USED ALONG THE LENGTH OF THE CONVEYANCE CHANNEL AND AT ANY OUTLET.
- PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
- IF FEASIBLE, STORMWATER DISCHARGES FROM BMPS MUST BE DIRECTED TO VEGETATED AREAS. USE VELOCITY DISSIPATION DEVICES AT DISCHARGE POINT IF NECESSARY.

SEDIMENT CONTROL PRACTICES

- SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS AND BE LOCATED UP GRADIENT OF ANY BUFFER ZONES. THE PERIMETER SEDIMENT CONTROL PRACTICE MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND-DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION.
- RE-INSTALL ALL SEDIMENT CONTROL PRACTICES THAT HAVE BEEN ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY HAS BEEN COMPLETED. COMPLETE ANY SHORT-TERM ACTIVITY THAT REQUIRES REMOVAL OF SEDIMENT CONTROL PRACTICES AS QUICKLY AS POSSIBLE. RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
- ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED BY THE PERMITTEE OR THE JURISDICTIONAL AUTHORITY. THE PERMITTEE MUST DOCUMENT THE NEED FOR REMOVAL AND RETAIN THE RECORD WITH THE SWPPP.
- TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN ANY NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
- WHERE VEHICLE TRAFFIC LEAVES ANY PART OF THE SITE (OR ONTO PAVED ROADS WITHIN THE SITE) A VEHICLE TRACKING BMP, APPROVED BY THE ENGINEER, MUST BE INSTALLED TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE. STREET SWEEPING MUST BE USED IF SUCH VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET.
- SOIL COMPACTION MUST BE MINIMIZED AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL. MINIMIZING SOIL COMPACTION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA OF THE SITE DICTATES THAT IT BE COMPACTED.
- SOIL COMPACTION MUST BE MINIMIZED AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL. MINIMIZING SOIL COMPACTION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA OF THE SITE DICTATES THAT IT BE COMPACTED.

CONTROL OF WATER

- WORK IN DRY CONDITIONS.
- PUMPING, IF NECESSARY, SHALL BE PROVIDED AND CONDUCTED AT DISCHARGE RATES THAT DO NOT ERODE SOIL MATERIAL. DISSIPATION BMP'S SHALL BE IMPLEMENTED TO MITIGATE SOIL EROSION.

INSPECTIONS AND MAINTENANCE

- THE CONTRACTOR SHALL IDENTIFY THE INDIVIDUAL(S) CERTIFIED AS A SITE MANAGER FOR OVERSEEING IMPLEMENTATION OF, REVISING, AND AMENDING THE SWPPP AND PERFORMING INSPECTIONS.
- THE CONTRACTOR SHALL IDENTIFY THE INDIVIDUAL(S) CERTIFIED AS A BMP INSTALLER FOR PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS.
- INSPECTIONS WILL BE CONDUCTED AT LEAST ONE TIME PER WEEK AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.50 INCH IN 24 HOURS.
- WHERE PARTS OF THE CONSTRUCTION SITE HAVE UNDERGONE FINAL STABILIZATION, BUT WORK REMAINS ON OTHER PARTS OF THE SITE, INSPECTIONS OF THE STABILIZED AREAS MAY BE REDUCED TO ONCE PER MONTH.
- WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, THE REQUIRED INSPECTIONS AND MAINTENANCE SCHEDULE MUST BEGIN WITHIN 24 HOURS AFTER RUNOFF OCCURS AT THE SITE OR 24 HOURS PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
- ALL PERIMETER CONTROL DEVICES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES ONE-HALF (1/2) OF THE HEIGHT OF THE DEVICE. THESE REPAIRS MUST BE MADE BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR THEREAFTER AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
- SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION.
- CONSTRUCTION SITE VEHICLE EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL PAVED SURFACES BOTH ON AND OFF SITE WITHIN 24 HOURS OF DISCOVERY.
- ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITY IS REACHING THE INFILTRATION AREA. ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT EQUIPMENT IS NOT BEING DRIVEN ACROSS THE INFILTRATION AREA.

H:\Maple Grove\JBN\7057\7057\_0012\CAD\Plans\7057\_VLA\WMO\_CD14\_P&P.dwg-4 SWPPP NARRATIVE-8/12/2021 9:10 AM-(arigen)

No.	Revision	Date	By	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  Alexander J. Schmidt License No. 53741		Maple Grove P: 763.493.4522 F: 763.493.5572	Drawn by AMZ Checked by AJS	Date 7-28-2021 Scale AS SHOWN	RAMSEY COUNTY DITCH 14 VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION	SWPPP NARRATIVE PROJECT NO. 7057-0012	SHEET 4
-----	----------	------	----	--	---	---	--------------------------------------	--	--	--	------------

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (CONTINUED)**

**POLLUTION PREVENTION MANAGEMENT MEASURES**

THE FOLLOWING POLLUTION PREVENTION MANAGEMENT MEASURES SHALL BE IMPLEMENTED ON THE SITE AND SHALL BE INCIDENTAL.

1. BUILDING PRODUCTS THAT HAVE THE POTENTIAL TO LEACH POLLUTANTS, PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICALS, AND LANDSCAPE MATERIALS MUST BE UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) TO PREVENT THE DISCHARGE OF POLLUTANTS OR PROTECTED BY A SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
2. HAZARDOUS MATERIALS, TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) MUST BE PROPERLY STORED IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE OR HAZARDOUS MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH.7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
3. SOLID WASTE MUST BE STORED, COLLECTED AND DISPOSED OF PROPERLY IN COMPLIANCE WITH MINN. R. CH.7035.
4. PORTABLE TOILETS MUST BE POSITIONED SO THAT THEY ARE SECURE AND WILL NOT BE TIPPED OR KNOCKED OVER. SANITARY WASTE MUST BE DISPOSED OF PROPERLY IN ACCORDANCE WITH MINN. R. CH.7041.
5. REASONABLE STEPS SHALL BE TAKEN TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. FUELING MUST BE CONDUCTED IN A CONTAINED AREA UNLESS INFEASIBLE. ADEQUATE SUPPLIES MUST BE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND AN APPROPRIATE DISPOSAL METHOD MUST BE AVAILABLE FOR RECOVERED SPILLED MATERIALS. REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. § 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
6. WASHING THE EXTERIOR OF VEHICLES OR EQUIPMENT ON THE PROJECT SITE MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF FROM THE WASHING AREA MUST BE CONTAINED IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND WASTE FROM THE WASHING ACTIVITY MUST BE PROPERLY DISPOSED OF. STORE AND PROPERLY USE THE SOAPS, DETERGENTS, OR SOLVENTS. NO ENGINE DEGREASING IS ALLOWED ON SITE.
7. EFFECTIVE CONTAINMENT SHALL BE PROVIDED FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. THE LIQUID AND SOLID WASHOUT WASTES MUST NOT CONTACT THE GROUND, AND THE CONTAINMENT MUST BE DESIGNED SO THAT IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA RULES. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY THAT REQUIRES SITE PERSONNEL TO UTILIZE THE PROPER FACILITIES FOR DISPOSAL OF CONCRETE AND OTHER WASHOUT WASTES.
8. IN THE EVENT OF A SPILL, THE CONTRACTOR WILL MAKE THE APPROPRIATE NOTIFICATION(S) TO THE MPCA, CONSISTENT WITH THE FOLLOWING PROCEDURES:  
  
 SPILLS OF PETROLEUM IN A QUANTITY GREATER THAN 5 GALLONS MUST BE REPORTED IMMEDIATELY TO THE MINNESOTA DUTY OFFICER.  
  
 SPILLS OF ANY QUANTITY OF ALL OTHER CHEMICALS OR MATERIALS WHICH MAY CAUSE POLLUTION OF WATERS OF THE STATE MUST BE REPORTED IMMEDIATELY TO THE MINNESOTA DUTY OFFICER.  
  
 REPORTABLE SPILLS SHOULD BE DIRECTED TO THE MINNESOTA DUTY OFFICER BY IMMEDIATELY CALLING THE FOLLOWING NUMBERS: (651) 649-5451 OR (800) 422-0798.

**FINAL STABILIZATION**

FINAL STABILIZATION IS NOT COMPLETE UNTIL ALL OF THE FOLLOWING REQUIREMENTS ARE COMPLETE:

1. ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL SOILS ARE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH DENSITY OVER THE ENTIRE PERVIOUS SURFACE AREA, OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSION CONDITIONS.
2. ALL TEMPORARY SYNTHETIC AND STRUCTURAL EROSION PREVENTION AND SEDIMENT CONTROL BMPs (SUCH AS SILT FENCE) HAVE BEEN REMOVED. BMPs DESIGNED TO DECOMPOSE ON SITE (SUCH AS SOME COMPOST LOGS) MAY BE LEFT IN PLACE.
3. FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROP, FIELD PASTURE OR RANGE LAND) THE DISTURBED LAND HAS BEEN RETURNED TO ITS PRECONSTRUCTION AGRICULTURAL USE.

**AMENDMENTS**

EROSION AND SEDIMENT CONTROL QUANTITY SUMMARY AND BMP SCHEDULE		
DESCRIPTION	UNITS	QUANTITY
BIO-ROLL*	LF	50
EROSION CONTROL BLANKET*	SY	100

\*EROSION CONTROL BLANKET AND BIO-ROLL TO BE INSTALLED AT LOCATIONS SPECIFIED BY ENGINEER.

H:\Maple Grove\JBN\7057\7057\_0012\CAD\Plans\7057\_VLA\WMO\_CD14\_P&P.dwg-5 SWPPP NARRATIVE-8/17/2021 9:10 AM-(arigen)

No.	Revision	Date	By	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  Alexander J. Schmidt License No. 53741		Maple Grove P: 763.493.4522 F: 763.493.5572	Drawn by AMZ Checked by AJS	Date 7-28-2021 Scale AS SHOWN	RAMSEY COUNTY DITCH 14 VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION	SWPPP NARRATIVE PROJECT NO. 7057-0012	SHEET 5
-----	----------	------	----	---	---	---	--------------------------------------	--	--	--	------------

**RAMSEY COUNTY DITCH NO. 14  
ON PORTIONS OF THE MAIN TRUNK**

**SPECIFICATIONS**

**FOR**

**REPAIR**

Vadnais area water Management Organization  
800 East Co. Rd. E  
Vadnais Heights, MN 55127

**August 2021**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

---

Alexander J. Schmidt  
Minnesota Registration No. 53741

Date: 8/12/2021

Houston Engineering, Inc.  
7550 Meridian Cir N, Suite 120  
Maple Grove, MN 55369  
HEI Project #7057-0012

## REQUEST FOR QUOTES

### NOTICE

The Vadnais Lake Area Water Management Organization (VLAWMO, Owner) is requesting quotes for repair of Ramsey County Ditch No. 14 located primarily within the City of Vadnais Heights in Ramsey County Minnesota. The work consists of repairing the ditch by removal of sediment. The major bid work is open channel excavation.

The VLAWMO will receive quotes at the District Office, 800 Co Dr E East, St Paul, MN 55127, until **2:00 pm on September 3, 2021**. Quotes must be submitted on the included form.

### GOVERNING SPECIFICATIONS

The Minnesota Department of Transportation Standard Specifications for Construction, 2018 Edition shall govern, along with those supplied herein. References to the Minnesota Department of Transportation Standard Specifications for Construction in this document, are abbreviated as indicated in the following example: “MNDOT”, “MnDOT”, “Mn/DOT” or similar.

In the event of a discrepancy or inconsistency in or among the Contract Documents, the interpretation most favorable to the Owner shall prevail.

### DEFINITION OF TERMS

Where the word “COMMISSIONER” is written in the Standard Specifications it shall mean the Board of Managers of the Vadnais area water Management Organization.

Where the word “DEPARTMENT” is written in the Standard Specifications it shall mean the Vadnais area water Management Organization.

Where the word “ENGINEER” is written in the Standard Specifications it shall mean the ENGINEER of the Vadnais area water Management Organization or their designee.

Where the word “CONTRACTOR” is written in the Standard Specifications it shall mean the person, firm or corporation with whom this Contract is executed with by the Board of Managers of the Vadnais area water Management Organization.

Where the word “PLANS” is written in the Standard Specifications it shall mean all drawings or reproductions of drawings pertaining to the work and its construction.

### PROJECT LIMITS

Work limits shall be as shown on the Plans or as directed by the Engineer. All construction activities shall occur within the limits established.

### WORK SITE

The Contractor shall maintain the work site in a clean and safe condition as required by applicable laws including the provisions of MnDOT 1407 Final Cleanup, MnDOT 1606 Storage of Materials, MnDOT 1706 Employee Health and Welfare, MnDOT 1716 Contractor Responsibility for Work and MN 1717 Air, Land and Water Pollution.

Private drives must remain open to access at all times.

Contractor shall limit use of site for Work, for related storage, for access, and as coordinated with the Owner and Landowners.

Confine operations to areas within Construction Limits or staging areas indicated on the Plans. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed unless prior approval is obtained from the Engineer. Any damage to areas beyond the Contract Limits caused by the Contractor shall be restored to pre-contract conditions prior to project close-out.

The Contractor agrees to take full responsibility for any damage to public or private property caused by them during all phases of construction, and agrees that the Owner will not be held liable for any said damage.

#### INCIDENTAL WORK

Construction required to complete a specific item which is shown or described on the Plan, Specifications or Special Provisions and is necessary for the satisfactory completion of that specific item, and for which no item has been set aside on the proposal form, is to be considered incidental work and no direct compensation shall be made thereof.

#### SCHEDULE

Work shall start on this project within thirty (30) days of contract execution. The Contractor shall inform the Owner and Engineer of the anticipated start date, construction schedule, and changes to the schedule two working days prior to starting work.

All work on this project shall be completed by **November 30, 2021**.

#### ADJUSTMENT OF QUANTITIES

Any item can be increased, decreased or deleted with no adjustment in the unit prices.

#### PERMITS

The Vadnais area water Management Organization (VLAWMO) has determined that permits for the Repair Project are not required from the Corps of Engineers (Section 404 Ag Ditch Maintenance Exemption), Minnesota DNR Public Waters Work Permit and Minnesota DNR Protected Waters Exemption, nor VLAWMO (Wetland Conservation Act).

The Owner will apply for NPDES Construction Stormwater general permit from the MPCA and will specify the Contractor as a co-applicant. The Contractor must comply with the conditions of the permit.

#### PAYMENT AND PERFORMANCE BONDS

Construction Payment and Performance bonds are not required.

#### INSURANCE

The Contractor and Subcontractors shall maintain insurance for Comprehensive Public Liability and Broad Form Property Damage, Comprehensive Automobile Public Liability and Property Damage, Contractual Liability, Completed Operations Liability and Explosion, Collapse and Underground Property Damage. The provisions must include coverage for Bodily Injury Liability which includes bodily injury claims from the Contractor's and Subcontractors' employees. Minimum coverage shall be as follows:

- A. Workmen's Compensation - Statutory Requirements.
- B. General Liability Insurance.  
Bodily Injury and Property Damage Combined  
\$1,500,000 per occurrence.  
\$1,500,000 aggregate limit.
- C. Automobile Liability Insurance  
Bodily Injury and Property Damage Combined  
\$1,500,000 per occurrence.

\$1,500,000 aggregate limit.

**Coverage limits as stated above may be met through an umbrella/excess policy as an addition to the general/automobile liability policies.**

**The insurance policy or policies required shall include the interests of the Owner, the Engineer, and the Landowners, all of whom shall be listed as insured or additional insured parties with primary coverage.**

The insurance required shall include policy or policies which afford coverage to damage to property of others arising out of the perils of construction. All responsibility for payment of any sums resulting from any deductible profession, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

These insurance requirements are not to be construed as recommended or maximum amounts. Contractor is solely responsible for determining the appropriate limits of insurance coverage for injuries or damages resulting from the performance of the work under the Contract Documents.

Notwithstanding the availability of, or limits on, or deductible provisions in, any insurance provided by the Contractor, Contractor shall defend, indemnify and hold harmless the Owner and Engineer from any and all claims or causes of action alleged to arise from or on account of acts or omissions of Contractor, its officers, employees, agents or subcontractors, in performing the work called for in the Contract Documents.

Contractor shall furnish with the certificate(s) of insurance copies of all endorsements providing additional insured status of Owner, Engineer, and County.

QUOTE FORM

Quote Submitted to: Vadnais area water Management Organization, Vadnais Lake, MN  
 Project: County Ditch No. 14 Repair  
 Quotes Due: **2:00 pm on September 3, 2021**

**STIPULATED AMOUNT:** The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Project, all in accordance with the Plans, Specifications and other Contract Documents prepared by Houston Engineering, Inc., 7550 Meridian Cir N, Suite 120, Maple Grove, Minnesota, 55369 for the prices shown below.

**KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS:** The Undersigned has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

**CONTRACT TIME:** If awarded the Contract, the Undersigned agrees to complete the work including Seeding and Mulch by **November 30, 2021**.

**OWNER'S RIGHTS RESERVED:** The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner.

QUOTE BID FORM

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	Lump Sum	1		
2	Open Channel Excavation	Lin. Ft.	2,338		
3	Open Channel Excavation using Mats	Lin. Ft.	300		
4	Clearing (P)	Acre	1.67		
5	Erosion Control Blanket (MnDOT Category 0)	Sq. Yd.	50		
6	Seeding and Mulch (P)	Acre	1.67		
7	¾ CY Backhoe	Hours	6		
				<b>Total Repair:</b>	

(P) – denotes plan quantity

Contractor's Signature

Date

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 BY

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 BUSINESS ADDRESS

\_\_\_\_\_  
 CITY

\_\_\_\_\_  
 STATE

\_\_\_\_\_  
 ZIP CODE

\_\_\_\_\_  
 DATE

## OPEN CHANNEL EXCAVATION

### SCOPE

The Contractor shall furnish all plant, labor, equipment, appliances, and materials required in performing all operations in connection with the repair of open channel ditches as shown on the Plans, or as directed by the Engineer.

### APPLICABLE SPECIFICATIONS

The 2018 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction" specification 2105 shall apply to this work as well as the following provisions.

### OPEN CHANNEL EXCAVATION

All open ditches will be repaired to the previously constructed size and dimensions or as shown in the Plans. Sediment, vegetation, and debris will be removed from the ditch. The ditch grade, bottom width and side slopes shall be as shown in the Plans or as directed by the Engineer. All excavation and grading shall be limited to the portion of the ditch identified in the plans for "OPEN CHANNEL EXCAVATION". The Contractor shall not excavate or grade the existing side slopes of the ditch beyond what is necessary to create a gradual transition from the excavated portion of the ditch to the existing upper slope of the channel bank. The Contractor will be required to remove any silt deposition or other debris that might enter the ditch until such time that the ditch is accepted by the Owner. All material excavated will be defined as "Open Channel Excavation".

Material excavated from the open ditch shall be placed on the existing spoil bank adjacent to the ditch as indicated in the Plans. Where necessary and as directed by the Engineer, spoil shall be placed on both sides of the ditch to reduce height of spoil bank and extents of placement. Spoil placement outside the limits indicated in the Plans must be approved by the Engineer. Spoil placement must not be within wetland areas where spoil banks do not already exist. If spoil banks do not exist, the Contractor must immediately notify the Engineer. When in agricultural areas, Spoil Banks shall be leveled and graded to a smooth finished surface suitable for agricultural use. Special compaction equipment will not be required. All earthwork completed as spoil bank leveling shall be incidental. Leveling of excavated material will be completed as soon as practical. To complete spoil bank leveling in a manner satisfactory to the Owner and Engineer typically requires two cycles: leveling and disking followed by second series of leveling and disking.

Openings will be left in the spoil banks for existing crossings or waterways. Where directed by the Engineer or as shown on the Plans, openings for lateral drainage into the ditch will be provided. The Contractor shall protect from damage all culvert or tile ditch inlets. Any structures damaged by construction operations shall be repaired by the Contractor to the satisfaction of the Engineer. Any water control activity necessary to complete the work is considered incidental.

## FENCE REMOVAL

Where necessary to move fences to clear right-of-way for purposes of construction, the Contractor shall notify the Engineer prior to construction of the fence to be removed. Only upon confirmation with the Engineer may the Contractor remove the fence.

## UTILITIES

The Contractor will be responsible to protect all utilities within the construction limits, whether or not shown on the Plans. The Contractor is responsible to contact the MN "Gopher One" Utility Hotline.

## TEMPORARY CROSSINGS

The contractor shall be responsible to construct temporary crossings of the ditch to gain access to both banks of the ditch, as required by the work. Crossings shall provide control of water (via a temporary culvert or pumping) so that baseflows and rain events will be sufficiently passes without significantly raising the water surface. Crossings shall be removed promptly, after access is no longer necessary to complete the work.

## CLEANUP

The Contractor shall remove all materials and debris from the construction area as work progresses in order that the property owner can have the use of the land at the earliest possible date.

## MEASUREMENT AND PAYMENT

All measurements and payments will be based on completed and accepted work. The payments listed below shall be full compensation for all plant, labor, materials, equipment, tools, and incidental items necessary to complete the work.

1. Open Channel Excavation: Payment will be made at the contract unit price per linear foot for the item "Open Channel Excavation".
2. Spoil Placement and Leveling: Leveling of excavated material placed on spoil banks will not be measured for separate payment but shall be considered an incidental item to "Open Channel Excavation".

## CLEARING

### SCOPE

This section of the specifications covers the work related to furnishing all plant, labor, equipment, appliances, and materials, and in performing all operations in connection with Clearing shown on the plans.

### APPLICABLE SPECIFICATIONS

The 2018 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction" specification 2101 shall apply to this work as well as the following provisions.

### CLEARING

Clearing is the cutting, and disposal of trees, brush, logs and deadfall in designated areas. Grubbing is not included under this Clearing specification.

In areas designated for Clearing, trees are to be removed by cutting. Trees shall be flush cut near the ground level with the remaining stump and root mass left in place (with no grubbing). Stumps shall be no more than 2 inches above existing ground. The contractor shall perform this work in a manner that protects and preserves the existing grasses and non-woody vegetative cover.

All material removed from Clearing will be disposed of within the construction limits and outside of the ditch and access area. The earth cover over any buried trees and/or debris must be at least 24-inches thick. Where tree stumps are located within spoil bank areas, they may be cut off at a point 6-inches above the existing ground elevation and buried, provided earth cover is 24 inches. The Contractor will conduct all disposal operations in a manner that will not damage the surrounding plant life and property. All other residue material, including tree stumps, must be disposed of as previously indicated.

### MEASUREMENT AND PAYMENT

All measurements and payments will be based on completed and accepted work. The payments listed below shall be full compensation for all plant, labor, materials, equipment, tools, and incidental items necessary to complete the work.

1. Clearing will be measured by the acre. Payment will be made at the contract unit price per acre for the item "Clearing".
2. Debris removal and disposal will not be measured for separate payment, but will be considered a subsidiary, incidental item to Clearing.

## SEEDING AND MULCH

### SCOPE

The section of the specifications covers the work related to furnishing all plant, equipment, labor, appliances, and materials, and performing all work in connection with the seeding of all areas as shown on the Plans or directed by the Engineer. This work shall conform to the following provisions:

### APPLICABLE SPECIFICATIONS

The 2018 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction" specification 2575 "Controlling Erosion and Establishing a Vegetative Cover" shall apply as well as the following provisions.

### MATERIALS

- a. Grass Seed: Grass seed mixture shall be MNDOT Specifications Mix 25-121 applied at a rate of 59 lbs/acre. Grass seed shall be fully labeled in accordance with the U.S. Department of Agriculture Rules and Regulations and shall be furnished in sealed containers. The aggregate percentage of the material other than grass shall not exceed one (1) percent of the total weight of the mixture. The Contractor shall furnish a dealer's guaranteed statement of purity and germination for the grass seed. If required, the Contractor shall also furnish samples of each lot of seed.
- b. Fertilizer: No fertilizer will be applied.
- c. Mulch: MNDOT Type 1 Mulch shall be applied at a rate of 2 tons/acre.

### PROCEDURES

- a. Clearing: Prior to or during grading and tilling operations, the ground surface shall be cleared of all brush, stumps, roots, stones larger than one (1) inch in diameter, wire, garbage or any other material which may hinder proper grading, tilling, planting, or subsequent maintenance operations and any accumulated debris shall be disposed of as directed.
- b. Tilling: After areas to be seeded have been brought to the proper grade, they shall be thoroughly tilled to a depth of two (2) inches by disking, harrowing, or by other approved methods until the condition of the soil is sufficiently pulverized for planting. The work shall be performed only during periods when satisfactory results are likely to be obtained. When conditions are such, by reason of drought, excessive moisture, or other factors that results are not likely to be satisfactory, the Engineer may stop the work and it shall be resumed only when, in the Engineer's opinion, the desired results are likely to be obtained. Any undulations or irregularities in the surface resulting from tilling or other operations shall be leveled out before planting operations are begun.
- c. Seeding:
  1. All existing vegetated areas above the normal water level in the ditch disturbed by construction activities shall be seeded.
  2. Seed which has become wet or otherwise damaged in transit or in storage will not be acceptable.
  3. Broadcast seeding: The seed shall be uniformly distributed over all disturbed areas inside the construction limits by sowing half the seed in one direction; the balance at right angles to the first. The seed shall then be covered to an average depth of 1/4 inch to 1/2 inch for spring planting and 1/8 inch to 1/4 inch for fall planting by means of disk anchoring. Hydroseeding methods may be used in lieu of broadcast seeding and disk anchoring. Broadcast seeding shall not be done during windy weather.
  4. Mulching: Mechanically spread mulch to provide a uniform distribution over all exposed

soil at the application rate to provide 90 percent uniform soil coverage. If non-uniform distributions occur, re-mulch areas or remove the excess coverage.

5. Disk Anchoring: Where feasible, punch the mulch into the soil to a depth from 2 to 3 inches using discs on the anchoring tool spaced no greater than 8 inches.
6. Disturbed areas which are not actively undergoing earthwork activity shall be seeded within fourteen (14) days of disturbance activities, or in accordance with the NPDES Construction Permit, whichever is earlier.
7. In the event that for any reason, whether it be caused by wind, rain, heat, cold, drought, or lack thereof, the seeding in the Engineer's opinion is not successful in producing a uniform and normal grass covering with the normal germination period, the Contractor shall at his own expense re-prepare the seed bed, re-fertilize and reseed until such time as a normal stand of growing grasses has been achieved.
8. The Contractor will be responsible for maintenance for a period of 60 days within the growing season, after planting, at which time the grass must be growing to 70% coverage or the satisfaction of the Engineer.

#### MEASUREMENT AND PAYMENT

- a. All measurements and payments will be based upon completed and accepted work. The payments listed below will be based on completed and accepted work and will be full compensation for all plant, labor, materials, equipment, tools, and incidental items necessary to complete the work.
  1. Seeding and Mulch: Seeding and mulching will not be measured for payment but paid for as plan quantity for the final pay quantity. Payment will be made at the contract unit price per acre for the bid item "Seeding and Mulch". Partial payment will be made based on the percentage of work completed.
  2. Disk Anchoring: Disk Anchoring will not be measured for payment as a separate item but shall be considered incidental to the bid item "Seeding and Mulch".
  3. Maintenance: Maintenance of the seeded area will not be measured for payment as a separate item but shall be considered incidental to the bid item "Seeding and Mulch".

## 3/4 CY BACKHOE

### SCOPE

This work shall consist of furnishing equipment and labor to perform excavation and/or other clearing as directed by the Engineer in addition to work shown in the Plans.

### APPLICABLE SPECIFICATIONS

The 2018 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction" shall apply as well as the following provisions.

### MATERIALS

- a. The Contractor shall furnish a tracked  $\frac{3}{4}$  CY (minimum size) Backhoe including all equipment, fuel, lubricants, and labor needed for the operation of the backhoe.

### CONSTRUCTION METHODS

Equipment shall be used to perform other work not shown on the Plans as directed by the Engineer.

### MEASUREMENT AND PAYMENT

1.  $\frac{3}{4}$  CY Backhoe shall be measured in units of hours of operation to complete additional work not shown in the Plans as directed by the Engineer. Payment will be made at the contract unit price per hour for the item " $\frac{3}{4}$  CY Backhoe".

**To:** VLAWMO Board of Directors

**From:** Dawn Tanner

**Date:** August 25, 2021

**Re:** VII. C. Projects: Consider motion on 319 project for Wilkinson Lake

Wilkinson 319 prep has continued over the summer. Preparation has included continuing to work with North Oaks Company/North Oaks Farms (NOC/NOF) on the MOU/Maintenance agreement for the project, working with MPCA to prepare the draft workplan and budget for the project, receiving an MDH grant in collaboration with SPRWS to continue project preparation, and updating the North Oaks City Council and NOHOA on the project as part of their formal meetings.

Related documents and updates are included in the packet. These include:

- 1) An update to the North Oaks City Council and NOHOA regarding project progress that was submitted to both on August 4
- 2) A final signed MOU/Maintenance agreement from NOC/NOF
- 3) A draft workplan and budget for MPCA/EPA
- 4) A draft contract with Barr Engineering for geotechnical analysis and survey to continue project development (Note: More specifics will be provided and an updated contract will be walked up at the Board meeting)

VLAWMO staff requested and received support from the TEC to bring these documents to the VLAWMO Board for approval as part of the August regular meeting. VLAWMO staff also requested and received a recommendation to the Board to authorize the workplan/budget for continued approval with MPCA/EPA. Maintenance of BMPs is required as part of the 319 program. Specific guidance is not provided. MPCA recommends using VLAWMO's standard practice, which is 10 years for cost-share projects.

The MOU/Maintenance agreement draft was provided to the Board at the April regular Board meeting. Maintenance is specified as a 50/50 split between VLAWMO and NOC/NOF. The Maintenance agreement has been revised to specify provisions that address the possible dissolution of NOC prior to the end of the 10- year maintenance timeframe. If NOC ceases to exist as a company prior to the end of the 10 years, VLAWMO will take over the maintenance responsibility, with secured easement access from NOC/NOF. Specific maintenance needs will be sought annually by VLAWMO working with their contractor as part of ongoing monitoring/maintenance. The Wilkinson site will be included in VLAWMO's compiled maintenance sites (once construction is complete), currently being conducted by Natural Shores Technologies, Inc.

VLAWMO and NOC/NOF are the main cash-match partners on the Wilkinson project. Additional cash-match partners have been requested, as previously directed by the Board. The cash-match question has been asked of: SPRWS, Ramsey County, and JPA member communities that drain to the specific BMP location including: White Bear Township, the City of White Bear Lake, and North Oaks. White Bear Township has committed to participating in the project and assisting with cash match. SPRWS is participating by applying for and receiving grant funds to assist with project development. This partnership began in 2021 and may be an annual contribution by the water utility as needed and as long as the grant

program continues in its current form. Responses from remaining entities will be shared with the Board as they are received by VLAWMO staff.

VLAWMO staff request Board authorization and signature by the Board Chair and Secretary of the MOU/Maintenance agreement with NOC/NOF (VII. C. 2.), authorization to submit the MPCA workplan and budget (VII. C. 3.) to MPCA/EPA for review and contract preparation, and authorization for VLAWMO staff to sign the contract with Barr Engineering (VII. C. 4.) to continue project development.

## **Wilkinson Lake Project Introduction and Small Priority Watershed Designation for VLAWMO**

To: North Oaks City Council and NOHOA  
For: City Council and NOHOA August Packets  
Date: August 4, 2021

### **Section 319 Grant Funds:**

Section 319 funding is provided by the Environmental Protection Agency (EPA) and administered in Minnesota by the Minnesota Pollution Control Agency (MPCA). Starting in 2020, funds are awarded to Small Priority Watersheds resulting from a competitive application process with the MPCA.

Prior to the Small Priority Watershed designation, funding for Section 319 program grants was competitively awarded on a project basis. This prior project-based approach provided a grant to VLAWMO for the Lambert Creek meander that was completed this summer in Vadnais Heights.

VLAWMO was selected as a Small Priority Watershed in Group B with the MPCA in August 2019. The competitive process that led to the designation consisted of a 3-part process: an introductory letter of interest and detailed history of projects; a panel phone interview with VLAWMO and the MPCA; and an in-person panel interview with VLAWMO, MPCA, and partners. Partners representing North Oaks for the in-person interview included Bob Larson, the North Oaks City-appointed Technical Commission representative, and Diane Gorder, the NOHOA liaison at that time. Dan Jones City Councilmember and VLAWMO Board member (City of WBL) represented the VLAWMO Board. SPRWS and other partners also provided representation for the interview.

This new iteration of Section 319 has a 16-year vision for projects with Small Priority Watersheds in 4 groups, each of which is prioritized for funding in 4 separate years. Group B, which includes VLAWMO, is slated to receive funding during 2021. VLAWMO has prioritized Wilkinson Lake for projects of regional significance and also plans to include Birch and Tamarack Lakes, connected waterbodies in the system. Possible projects are listed in a Nine Key Element document (NKE), required prior to receiving funding, that was approved by the VLAWMO Board, MPCA, and EPA in early 2021. The NKE will be used for project selection over the course of the grant program.

Grant funding is provided for 60% of the project; 40% is provided by local match. The first-round projects for each Small Priority Watershed in 2021 are \$590,000. Local match contributions have been requested by VLAWMO from member communities. NOC is providing 50% of the resulting VLAWMO-required match in partnership with VLAWMO. VLAWMO and NOC are also providing funding for maintenance of the project (50/50 share).

### **Initial Phase Discussion and Project Identification Preparation:**

- The City was presented a summary of early project development at the April Council meeting; a more detailed presentation and discussion was conducted at the April Natural Resources Commission (NRC) meeting by VLAWMO staff with VLAWMO Board representation

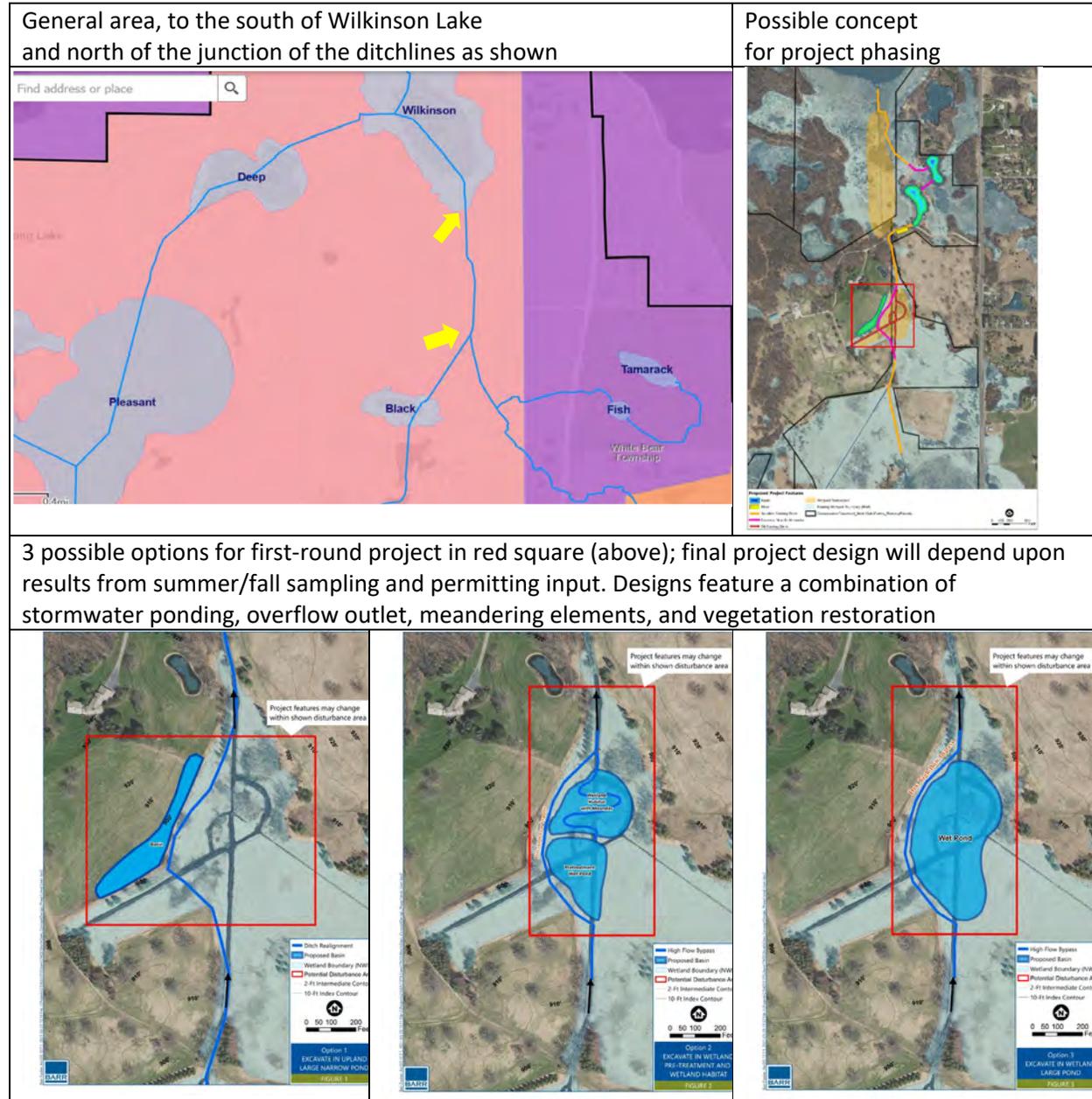
- City Councilmember and VLAWMO Board member for North Oaks, Tom Watson, has been involved in ongoing meetings and document preparation to build a framework for continued project development
- North Oaks Company, Inc., has been a cooperating partner in project development. The area identified as optimal for the first-round project is owned by NOC/NOF. NOC is working with VLAWMO to complete a Memorandum of Understanding (MOU), 10-year maintenance agreement, and providing an easement for the project
- NOHOA was informed about the project through phone and email conversations and through monthly updates at the VLAWMO Technical Commission meetings. The land area for the project is not an area where NOHOA has responsibility for maintenance at this time
- The Minnesota Land Trust (MLT) conservation easements may be enhanced as part of the Wilkinson projects. As such, MLT has been consulted and provided a letter of support for the full scope of possible projects
- An MPCA Workplan for the first-round project has been in development with VLAWMO and the MPCA this summer. This will be presented to the VLAWMO Board for authorization at the August regular Board meeting and continue with MPCA/EPA for authorization this fall
- St. Paul Regional Water Services (SPRWS) worked with VLAWMO to submit a grant to support project development with the Minnesota Department of Health (MDH). The grant was awarded/signed in July. The grant will support survey, geotechnical investigation, and continued project design advancement. The grant provides up to \$10,000 with a 50% match that is being provided by VLAWMO's Wilkinson subwatershed budget for a total of \$20,000
- Barr Engineering conducted an initial feasibility study that was funded by NOC. VLAWMO has been an active partner throughout the process. Three possible concept designs were developed. These designs will be advanced using the summer/fall survey and geotechnical investigation
- A pre-permitting meeting was held in April with regulatory agencies to help identify key elements of possible concept designs and the best result for permitting. A memo was prepared by Barr Engineering for this meeting. If the City or NOHOA would like a copy of the memo, VLAWMO staff are happy to provide that

### **Next Steps**

Project design advancement this summer/fall will provide a more detailed footprint of the project and determine permitting needs. VLAWMO would like to continue discussions with the City and NOHOA to ensure that full communication is provided. If project presentations are desired by the City and NOHOA to members, VLAWMO would be happy to provide such presentations and regular updates. Concept designs have been included in the PPT presentation to the Council, NRC, and VLAWMO TEC. They are

also included below as a reference for possible project design, with the caveat that ongoing work will help to refine and develop details.

**Possible project design/concept only pending survey and geotechnical investigation**



**MEMORANDUM OF UNDERSTANDING**  
**Wilkinson Lake Water Quality Improvements**

This Memorandum of Understanding (“**Agreement**”) is made as of this 16th day of July, 2021, by and between the Vadnais Lake Area Water Management Organization, a Minnesota joint powers watershed management organization (“**VLAWMO**”), and North Oaks Farms (“**NOF**”), Inc., doing business as North Oaks Company (NOC), LLC, a Minnesota limited liability company (“**NOC**”). VLAWMO and NOC/NOF may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The parties have jointly prepared a concept plan for a series of projects, referred to as a stormwater spine, with an overall goal of improving water quality in the nutrient-impaired Wilkinson Lake (collectively, the “**Project**”). A concept plan for the Project is attached hereto in the form of a pre-permitting memo by Barr Engineering as Exhibit A.
- B. The Project is conceptually designed to be implemented on and around Wilkinson Lake, on property that is located in the City of North Oaks and owned by NOC/NOF, including Ramsey County PIDs 053022410003 and 043022320002 (the “**Property**”).
- C. VLAWMO was recently selected by the Minnesota Pollution Control Agency (“**MPCA**”) as a prioritized small watershed for the Section 319 Small Watersheds Focus grant funding program (the “**Section 319 Program**”), beginning in federal fiscal year 2021, and therefore anticipates being provided with grant funding to support the Project under the Section 319 Program.
- D. The Section 319 Program is a long-term program, and the Project may include one or more phases depending on grant funding and other factors that are yet to be determined. The intent of this Agreement is to address the parties’ respective goals, duties, and expectations for the Project’s first phase (hereinafter, “**Phase I**”) and beyond.
- E. The parties understand the considerable long-term benefit that the Project will produce for the community and its residents, and desire to work collaboratively throughout design and implementation so that Phase I, along with subsequent phases of the Project, can be delivered in an efficient, cost-effective manner that minimizes physical disturbance to the project area and maximizes value for the local community.
- F. To that end, the parties desire to enter into this Agreement to formally outline a framework for design and implementation of Phase I, affirm their commitments as to responsibility for tasks to be undertaken for Phase I and beyond, establish a roadmap for performing these tasks and fulfilling these responsibilities, and facilitate communication and cooperation to ensure successful improvement and long term sustainability of the water quality in Wilkinson Lake.

**AGREEMENT**

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. Phase I Scope; Estimated Costs. Phase I of the Project is more fully described in the attached draft MPCA workplan which is included as Exhibit B. The estimated total cost of Phase I is \$590,760.00, which includes all components (i.e. design, construction and administrative costs and based on the concept plan previously prepared by the parties).
3. Phase I Grant Funding; Cost-Share. Of the total Phase I cost, it is anticipated that 60% (currently estimated at \$354,456.00) will be paid for with Section 319 Program grant funding via a separate agreement that will be entered into between MPCA and VLAWMO. The additional 40% of Phase I costs (currently estimated at \$236,304.00) will be shared equally by VLAWMO and NOC/NOF. Accordingly, both parties agree to pay one-half of the Phase I costs that are not paid for with Section 319 Program grant dollars and in an amount not which shall not exceed \$118,152.00 per party. The cost allocations provided for herein, including the grant amount and the parties' 50-50 cost-share arrangement for the remaining local match, apply only to Phase I. VLAWMO or NOC/NOF may identify and secure funding from other parties interested and willing to contribute to the cash-match portion of the grant. Any such financial contribution will not affect the 50-50 cost-share arrangement between VLAWMO and NOC/NOF, just proportionately reduce the total contribution required from each party. Final cost-sharing obligations for Phase I will be determined in a subsequent agreement to be entered into by the parties at a later date, as outlined in more detail in Section 6 below. Cost allocations and requirements for subsequent phases of the Project, if any, will be determined on a case-by-case basis and separately negotiated in good faith by the parties at the time of said future phases.

The parties recognize that actual cost-share obligations for Phase I will be determined following (i) an awarded Section 319 Program grant and (ii) final design of Phase I, which shall include an updated engineer's estimate of Phase I costs. Both parties acknowledge that the anticipated cost-share obligations outlined above are based on preliminary plans, preliminary estimates, and anticipated levels of grant funding for Phase I. However, if following a grant award and the subsequent Phase I design and final estimates, the cost-sharing projections above change in a manner that would otherwise require additional monetary contributions from the parties, the parties agree to work together in good faith to determine an updated cost-sharing framework that will support Phase I feasibility.

4. VLAWMO Responsibilities. VLAWMO agrees to perform the following as it relates to Phase I of the Project:
  - a. Participate in the cost-sharing framework outlined above;
  - b. At least 30 days prior to the Section 319 Program grant application deadline, prepare and submit to NOC/NOF all documents necessary as part of the grant application, including, but not necessarily limited to, the nine key element (NKE) document, a formal grant proposal, a workplan and budget, and any other required documents;

- c. Upon NOC/NOF review and input regarding the grant application materials pursuant to Section 5(b) of this Agreement, finalize and submit a completed Section 319 Program grant application for Phase I, which shall include all information required by the MPCA;
  - d. If a funding proposal is accepted, complete a workplan, enter into a contract, and prepare any other documents required by MPCA to ensure that grant funding is properly secured;
  - e. Serve as the fiscal agent for the grant application;
  - f. Enter into and administer a contract with a design engineering firm for the Phase I design, bidding, and construction inspection services. VLAWMO will consult/review with NOC/NOF prior to final selection of a design engineering firm and collaborate with NOC/NOF in finalizing plan designs;
  - g. Responsible for submitting to the City Engineer design plans and specifications related to land disturbance and grading for the City's review and consideration;
  - h. In partnership with NOC/NOF, consult with the City of North Oaks and inform them about project status, progress, and next steps;
  - i. Continue to participate in all project-related meetings and make its staff available to serve on the project team;
  - j. Reasonably seek and provide financial resources for the maintenance of Phase I of the Project in partnership with NOC/NOF, for the timeframe required by any grant documents unless and until NOC ceases to exist as a company or the land is sold to a third party. Prior to or at the time of NOC dissolution or land sale, NOC/NOF will work to secure access for continued maintenance by VLAWMO. VLAWMO will continue with the maintenance responsibility for the remainder of the 10 years. Maintenance responsibilities are project-dependent and will be determined in detail at a later date. As part of the subsequent agreement contemplated pursuant to Section 6 of this Agreement, VLAWMO and NOC/NOF agree to work together to build a separate and detailed joint maintenance agreement for Phase I as additional design is made available. Notwithstanding the foregoing, the parties anticipate that maintenance may include, without limitation, annual evaluations, ongoing vegetation maintenance and enhancement, and planning ahead for possible, albeit unlikely, larger-scale maintenance tasks (e.g., pond dredging or infrastructure replacement in the event of failure); and
  - k. Adhere to the provisions contained in Section 6 of this Agreement regarding negotiation of a subsequent cooperative agreement with NOC/NOF regarding Phase I.
5. NOC/NOF Responsibilities. NOC/NOF agrees to perform the following as it relates to Phase I of the Project:
- a. Participate in the cost-sharing framework outlined above;

- b. At least two weeks prior to the grant application deadline, review and provide any desired written input to VLAMO regarding the Section 319 Program grant application for Phase I, assuming timely receipt of draft materials from VLAWMO in accordance with Section 4(b) above;

Provide VLAWMO with either an easement or non-exclusive license to access those portions of the Property reasonably necessary for the design, construction and implementation of Phase I of the Project;

Provide VLAWMO, or another entity identified by VLAWMO, with a perpetual easement so that those portions of the Property reasonably necessary for long-term monitoring and maintenance of Phase I may be accessed for the lifetime of the improvements. Said easement shall include the right to access all portions of the Property and perform all functions that are otherwise deemed necessary by mutual agreement between VLAWMO and NOC/NOF, to ensure adequate maintenance; where conservation easement areas are incorporated into project design, MLT will also be consulted for approval and written support.

The term for right of entry shall be for the required maintenance period associated with the 319 Grant, Phase 1. Any party working on NOC/NOF property will provide a certificate of insurance NOC/NOF prior to work proceeding on the property.

- c. Provide to VLAWMO any and all previous reports, surveys, data, and/or models for the project area, if and when requested by VLAWMO;
- d. Continue to facilitate and secure easement access with the Minnesota Land Trust (MLT) to ensure feasibility of Phase I;
- e. In partnership with VLAWMO, when deemed appropriate, consult with the City of North Oaks and inform them about project status, progress, and next steps;
- f. In partnership with VLAWMO, obtain permits from the City of North Oaks, consistent with development project requirements as previously established;
- g. Ensure compliance with the preexisting PDA and applicable City ordinances required by the City of North Oaks;
- h. Continue to participate in all Project meetings and make its staff available to serve on the project team;
- i. Collaborate with VLAWMO regarding the shared maintenance responsibilities of Phase I for the timeframe required by any grant documents unless and until this responsibility is formally transferred to a separate entity, i.e. a homeowners' association or other future property owner. Maintenance responsibilities are project-dependent and will be determined in detail at a later date. As part of the subsequent agreement contemplated pursuant to Section 6 of this Agreement, VLAWMO and NOC/NOF agree to work together to build a separate and detailed joint maintenance agreement for Phase I as

additional design is made available. Notwithstanding the foregoing, the parties anticipate that maintenance may include, without limitation, annual evaluations, ongoing vegetation maintenance and enhancement, erosion control and repair, and planning ahead for possible, albeit unlikely, larger-scale maintenance tasks (e.g., pond dredging or infrastructure replacement in the event of failure); and

- j. Adhere to the provisions contained in Section 6 of this Agreement regarding negotiation of a subsequent cooperative agreement with NOC/NOF regarding Phase I.
6. Subsequent Agreement. The parties agree that following a grant award and additional design work of Phase I by VLAWMO, a separate cooperative agreement is necessary that will address construction and contract administration of Phase I, ongoing construction inspection, payment of each parties' final cost-share obligation, and any long-term rights and maintenance responsibilities between the parties. The parties will negotiate said agreement in good faith and will seek to finalize such an agreement prior to any final contract award for Phase I construction and pursuant to any and all requirements of the Section 319 Program or otherwise.
7. Right of Entry. NOC/NOF, as the property owner, grants to VLAWMO, its engineers, and its agents an irrevocable license to enter the Property at all reasonable times to conduct such inspections as VLAWMO determines are needed to ensure that all Phase I components contemplated or otherwise required under this Agreement are duly satisfied.
8. Indemnification. The parties are each responsible for their own acts under this Agreement and neither party agrees to accept liability on behalf of the other party. NOC/NOF agrees to indemnify, defend, and hold VLAWMO and its officials, employees, and agents harmless for all costs, damages, or expenses which VLAWMO may pay or incur, including attorneys' fees, in consequence of any claims arising out of or related the acts or omissions of NOC/NOF in performing its obligations under this Agreement. This duty to indemnify does not extend to any claims arising from VLAWMO's own negligence.

Likewise, VLAWMO agrees to indemnify, defend, and hold NOC/NOF and its officials, employees, and agents harmless for all costs, damages, or expenses which NOC/NOF may pay or incur, including attorneys' fees, in consequence of any claims arising out of or related the acts or omissions of VLAWMO in performing its obligations under this Agreement. This duty to indemnify does not extend to any claims arising from NOC/NOF's own negligence. Nothing in this Agreement shall be construed as a waiver of, or limitation on, any immunity from or limitation on liability available to any party under law.

9. Term and Termination. This Agreement shall be in effect as of the date first written above and shall terminate upon execution of a subsequent agreement as provided in the above Section 6, unless the parties otherwise agree in writing to mutually terminate this Agreement, in which case the Agreement shall immediately terminate.



- f. No Third-Party Rights. This Agreement is solely for the benefit of the signatories hereto. This Agreement shall not create or establish any rights in, or be construed as being for the benefit of, any third party.
- g. Applicable Law. The execution, interpretation, and performance of this Agreement will, in all respects, be controlled and governed by the laws of Minnesota. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- i. Authority to Execute. The person or persons executing this Agreement on behalf of the parties represent that he, she, or they are duly authorized to execute this Agreement on behalf of their respective entities and represent and warrant that this Agreement is a legal, valid, and binding obligation enforceable according to its terms.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

**VLAWMO:**

By: \_\_\_\_\_  
Its Chair

And by: \_\_\_\_\_  
Its Secretary

Date: \_\_\_\_\_

**NOC/NOF:**

By: Mark Houge \_\_\_\_\_

Its: President, North Oaks Company LLC  
\_\_\_\_\_

Date: August 18, 2021  
\_\_\_\_\_

**EXHIBIT A**  
**Concept Plan**

[Attached as pdf document]

**EXHIBIT B**  
Description of Phase I  
[Attached as pdf document]

## **Section 6, Joint Maintenance Agreement for Phase I of the 319 small priority watershed grant program, Wilkinson Lake**

Part a: As defined in the MOU between VLAWMO and NOC/NOF, maintenance will include minor maintenance tasks including annual evaluations, ongoing vegetation maintenance and enhancement, erosion control and repair, and possible, albeit unlikely, larger-scale maintenance tasks (e.g., pond dredging, conveyance blowout, or infrastructure replacement in the event of failure). The Phase I project is expected to consist of a combination of stormwater pond, overflow bypass channel, possibly meander areas, and vegetation restoration south of Wilkinson Lake in City of North Oaks. Anticipated costs and partnership are defined in this additional agreement.

Whereas VLAWMO will enter into the contract with MPCA and that process will include required project maintenance:

The Minnesota Pollution Control Agency's (MPCA) Stormwater Manual has been used to anticipate expected maintenance costs. The MN Stormwater Manual states that the responsibility of maintenance is usually assigned to the landowner, and expected stormwater pond maintenance costs are estimated at 3%-5% of original construction costs annually.

VLAWMO has defined a 10-year project maintenance plan for cost-share BMPs, in anticipation of specific terms that will be defined in the workplan/grant contract with MPCA. The 10-year timeframe is used in this document to build commitment among parties and in preparation for the VLAWMO Board authorization of submission of the first round 319 grant application. Specific responsibilities are project dependent and will be determined prior to finalization of a contract with MPCA.

This joint maintenance agreement defines a 50/50 cost-share partnership in all project maintenance between VLAWMO and NOC/NOF. The cost allocations provided for herein, including the grant amount and the parties' 50-50 cost-share arrangement for the remaining local match, apply only to Phase I. VLAWMO or NOC/NOF will endeavor to identify and secure funding from other parties benefiting from this project. Any such financial contribution will not affect the 50-50 cost-share arrangement between VLAWMO and NOC/NOF, just proportionately reduce the total contribution required from each party.

Minor Maintenance cost share: VLAWMO will incorporate Phase I project maintenance into their annual maintenance contract with a qualified contractor that includes multiple watershed projects. The contractor will handle minor maintenance, conduct evaluation while doing maintenance activities, and recommend additional maintenance should be done to prevent larger problems. Minor maintenance will include: mowing and invasive species control where needed, adding native plants to supplement loss and maintain diversity. This cost is estimated to be \$2,000 annually, based on other watershed sites that are currently being maintained. Additional minor maintenance activities that may be done upon recommendation of the consultant may include (but are not limited to): repairing undercut areas, eroded sections, bare-soil areas, and possible gullies in banks where identified by the consultant. These minor maintenance activities would add to the standard annual contract. Both parties will be

informed prior to any minor maintenance activities. Minor maintenance activities will be done proactively to help prevent larger repair/maintenance needs. VLAWMO will pay minor maintenance costs for the project as they occur and bill NOC/NOF for 50% of total annual cost not to exceed \$22,500 or \$11,250 to each party per year [ $\$450,000 \times 5\% / 2$ ]. Invoices will be paid by NOC/NOF within 60 days following receipt. This not to exceed minor maintenance cost share amount was calculated by taking construction costs for the project (approximately \$450,000). That number was calculated by the difference between the estimated construction cost and the total grant amount being engineering and permitting and administration (\$547,000). Using a 5% estimate from the Stormwater Manual, \$22,500 should be considered the “worst case scenario” for a total invoice to NOC/NOF for annual minor maintenance. Again, \$22,500 is a not-to-exceed number for minor maintenance with the more likely anticipated minor maintenance annual amount to be between \$2,000 – \$5,000.

Larger-scale maintenance tasks: (e.g., pond dredging, conveyance blowouts, or infrastructure replacement in the event of failure) is not expected during the maintenance timeframe defined for the project. If an unlikely event occurs and large-scale maintenance is needed, parties will share the cost equally (50/50). NOC/NOF will be consulted prior to any repair to see if they have internal capacity to address the repair need. In an emergency, VLAWMO will respond as needed. As long as time allows, NOC/NOF will have 30 days to respond regarding internal capacity. If NOC/NOF does not have internal capacity to address, VLAWMO will lead arranging for a contractor to conduct repairs and invoice NOC/NOF for 50% of the cost. Invoices will be paid within 60 days following receipt.



## North Oaks and Wilkinson Lake Improvements

### 1.0 Introduction

Barr Engineering Co. (Barr) has drafted this memo to provide a narrative for the conceptual design of several potential water quality improvement projects within the agricultural and conservation easements held by the Minnesota Land Trust (MLT) on North Oaks Company (NOC) property. The projects presented in this memo provide a range of possibilities for implementation through the Section 319 grant program. It should be noted that because the designs are in the conceptual stage, they are subject to change depending on future permitting, funding, stakeholder engagement, and final design considerations. Alternatives for Project 1 will be submitted for the spring 2021 Section 319 funding cycle, which will cover final design and construction.

### 2.0 Background

NOC hired Barr to create conceptual designs for stormwater management projects to be implemented on the company property, including its easements held through the MLT. The goal of the projects is to improve water quality in Wilkinson Lake (downstream of NOC property) by reducing loading of nutrients and sediment. Wilkinson Lake is listed by the Minnesota Pollution Control Agency (MPCA) as impaired for excess nutrients (phosphorus). The Vadnais Lakes Area Watershed Management Organization (VLAWMO) has completed a TMDL and several feasibility studies to identify ways to reduce phosphorus loading from the direct drainage area to Wilkinson Lake (Wilkinson subwatershed). Most recently, VLAWMO began working with the MPCA and Environmental Protection Agency (EPA) to secure Section 319 grant funding for projects that will help remove Wilkinson Lake from the MPCA's impaired waters list. In its planning process, VLAWMO identified NOC as a major partner in accomplishing this goal; its holdings are located at a critical point in the Wilkinson subwatershed where the majority of runoff from the subwatershed flows through an agricultural ditch system (see Photo 1) before entering Wilkinson Lake. Water quality monitoring (conducted by VLAWMO) shows that the runoff in these ditches has high total phosphorus (TP) concentrations and makes up a significant portion of the loading to Wilkinson Lake. However, the monitoring data also suggests that the high pollutant concentration in the ditch is driven by loading from areas east of Centerville Road in the Birch and Tamarack Lake subwatersheds.

Barr worked with NOC and VLAWMO to create conceptual designs that met several shared goals and would help remove Wilkinson from the impaired waters list. The focus of these efforts is on the agricultural ditch that runs through NOC property and within the MLT's agricultural and conservation easements. By treating poor water quality in the ditch before it enters Wilkinson Lake, we can maximize water quality improvement. Centralizing the treatment along the ditch also provides an opportunity to restore degraded areas in the easements and increase recreational use through added trails and interactive design features.



**Photo 1: Existing agricultural ditches and surrounding wetland**

The following sections summarize the proposed conceptual designs as of March 2021 and next steps in the process of design and securing 319 funding.

### 3.0 Proposed Conceptual Design

This section outlines the proposed concept design. Alternative configurations for the three project components are included in the sections below.

The focus area of this project is located in the upstream wetland in the agricultural easement. The project would be implemented between the future Red Forest Way and Gate Hill development. Currently, there are several agricultural ditches that intersect in this location and drain the surrounding wetlands. These ditches also convey flow from eastern subwatersheds (Tamarack and Birch Lakes) to Wilkinson Lake. Below are details for three alternative configurations for the upstream pond. These alternative configurations are also shown on Figures 1 through 3. It should be noted that the final design may not reflect these exact configurations but would be located within the red boxes outlined on the figures.

**Project 1a (Figure 1):** A pond would be excavated in upland area outside of the wetland boundary. The existing ditch would be realigned adjacent to the pond to allow flows above baseflow to spill into the pond and add a meandering aesthetic.

**Project 1b (Figure 2):** A smaller pre-treatment basin would be excavated in-line with the ditch to treat baseflow and small event flow. A high flow bypass would be constructed to the west of the basin to reduce the impact of high flows in the basin (scour, sediment resuspension, etc.). The pre-treatment basin would discharge into an excavated wetland basin with a meandering flow path to add improved wetland habitat and a meandering aesthetic.

**Project 1c (Figure 3):** A large pond would be excavated in-line with the ditch to treat baseflow and small event flow. The pond excavation would remove existing agricultural ditches to improve

aesthetics in the area. A high flow bypass would be constructed to the west of the basin to reduce the impact of high flows in the basin (scour, sediment resuspension, etc.).

For Options 2 and 3, the proposed basin would be constructed in the wetland. Several agencies will likely require permitting prior to construction of these options, including the United States Army Corps of Engineers (USACE) and the Board of Water and Soil Resources (BWSR) under the Wetland Conservation Act (WCA). Regulated activities in the wetland may include filling (grading above existing wetland bottom), excavation, and functional change. Wetland mitigation (replacement, banking/credits purchase) may be needed depending on the functional assessment of the existing wetland area and the extent of impact determined by the regulatory agencies.

Below in Table 1 is a summary of pros, cons, and unknowns for the proposed upstream pond configurations. The unknowns will be investigated and resolved prior to final design. The shape and placement of the basins shown on Figures 1

**Table 1. Pros and cons for upstream pond alternatives**

Project Component	Pros	Cons	Unknowns
Project 1a: Upland Pond	<ul style="list-style-type: none"> <li>Minimal work within the wetland</li> </ul>	<ul style="list-style-type: none"> <li>High excavation costs</li> <li>Smaller water quality treatment (off-line basin)</li> <li>Need to establish maintenance access.</li> <li>More frequent maintenance relative to Project 1c</li> </ul>	<ul style="list-style-type: none"> <li>Flow regime in the ditch for hydraulic design</li> </ul>
Project 1b: Pre-treatment Basin and Wetland with Meander	<ul style="list-style-type: none"> <li>Moderate water quality treatment</li> <li>Habitat creation</li> <li>Lower excavation costs</li> </ul>	<ul style="list-style-type: none"> <li>Work within wetland</li> <li>Need to establish maintenance access</li> <li>More frequent maintenance relative to Project 1c</li> </ul>	<ul style="list-style-type: none"> <li>Potentially complex wetland permitting</li> <li>Wetland soil types (i.e., deep peat layer may cause constructability issues)</li> <li>Existing wetland function (may impact complexity of permitting)</li> <li>Flow regime in the agricultural ditch (impacts hydraulic design)</li> </ul>
Project 1c: In-line Pond	<ul style="list-style-type: none"> <li>Significant water quality treatment</li> <li>Habitat creation</li> <li>Lower excavation costs</li> </ul>	<ul style="list-style-type: none"> <li>Work within wetland</li> <li>Need to establish maintenance access</li> </ul>	<ul style="list-style-type: none"> <li>Potentially complex wetland permitting</li> <li>Wetland soil types (i.e., deep peat layer may cause constructability issues)</li> <li>Existing wetland function (may impact complexity of permitting)</li> <li>Flow regime in the agricultural ditch (impacts hydraulic design)</li> </ul>

## 4.0 Next Steps

VLAWMO is in the process of securing Section 319 grant funding for the Wilkinson Lake subwatershed. The district was selected as a priority watershed to receive grant funding over the next 16 years. The first grant cycle will open late spring 2021, and subsequent cycles will open every four years following (2025, 2029, and 2033). Each grant cycle will have approximately \$540,000 in total grant funding available (for engineering, plans, specifications, and construction), with a required 40% local match.

In discussions with VLAWMO staff, the projects located on NOC property will be eligible for funding in any of the grant cycles. If funding is secured in 2021, design and construction of this project will most likely take place in 2022, based on the timeline of the distribution of funds. The activities outlined under each phase below are subject to change.

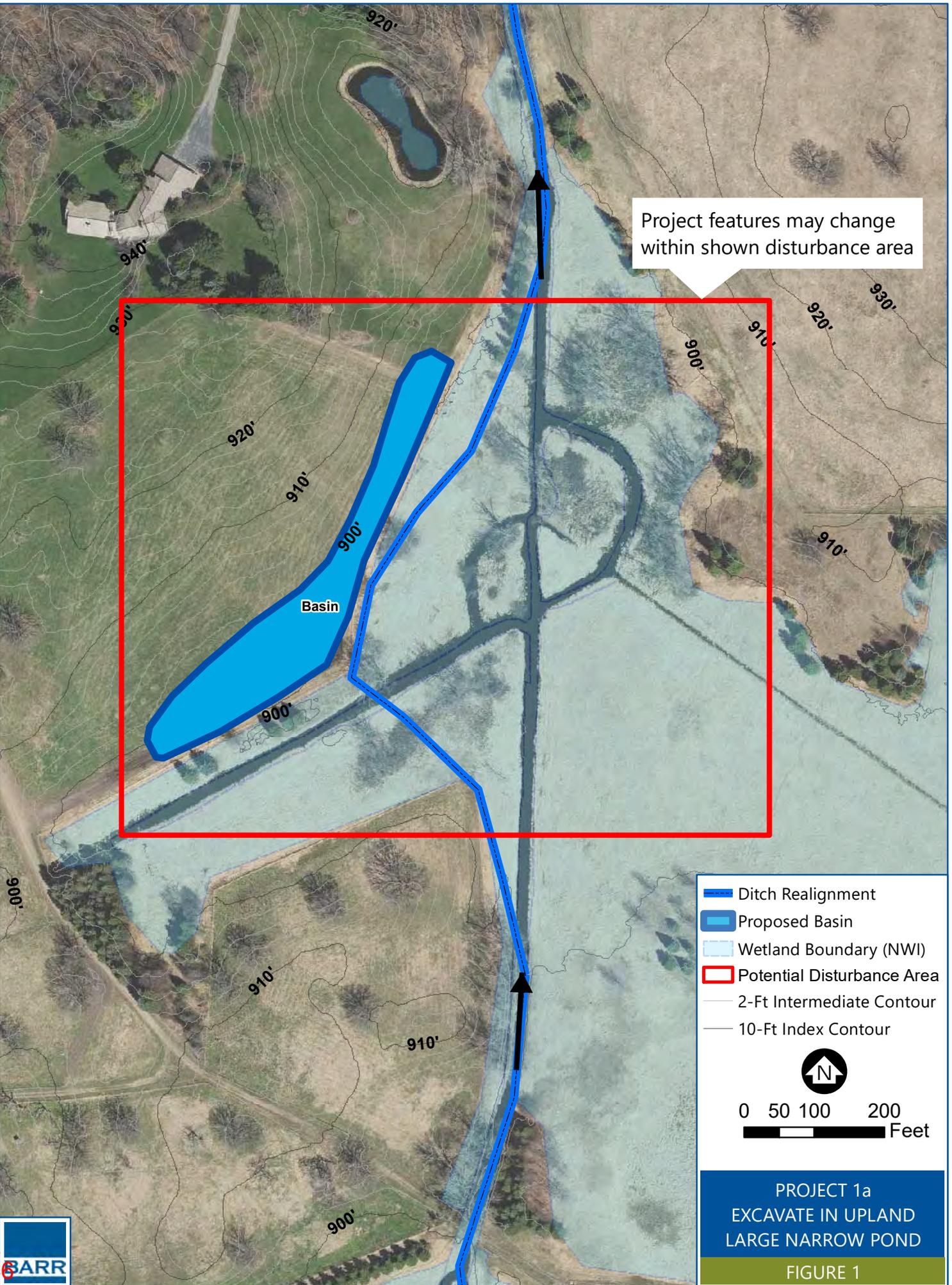
Prior to applying for funding in the spring 2021, the following activities will be accomplished:

- High-level pollutant-removal estimates
- Conceptual-level cost estimating
- Preparation of funding application
- Coordination with all stakeholders (NOC, VLAWMO, MLT, Saint Paul Regional Water Services)

The designs, pollutant-removal estimates, cost estimates, and approximate schedule will be shared with the VLAWMO board in April 2021 for approval. The RFP for the first round of funding will be announced in April 2021 and will remain open for 60 days, closing in June 2021.



1006



- Ditch Realignment
- Proposed Basin
- Wetland Boundary (NWI)
- Potential Disturbance Area
- 2-Ft Intermediate Contour
- 10-Ft Index Contour

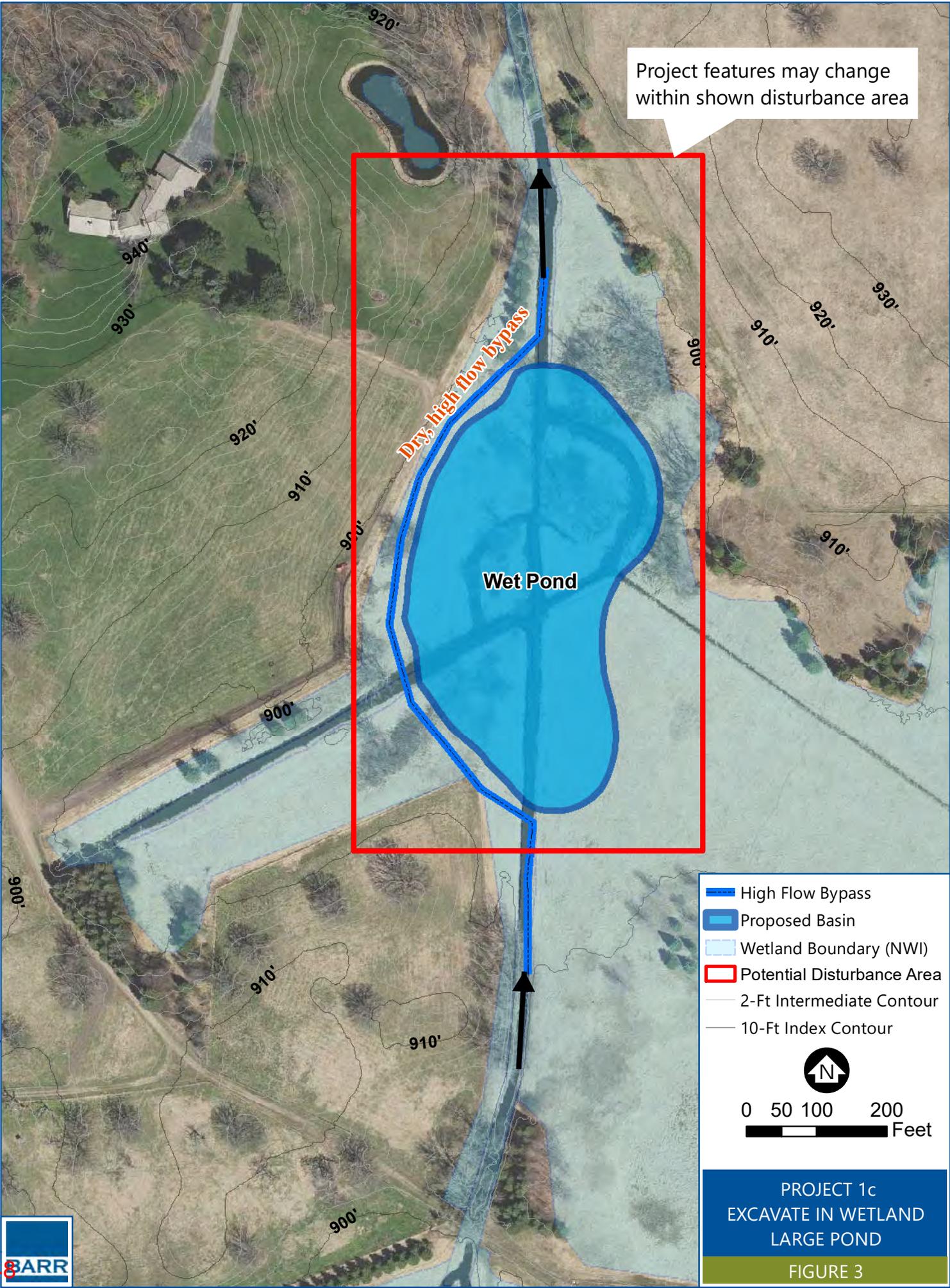
0 50 100 200  
Feet

**PROJECT 1a**  
EXCAVATE IN UPLAND  
LARGE NARROW POND

FIGURE 1



Project features may change within shown disturbance area



-  High Flow Bypass
  -  Proposed Basin
  -  Wetland Boundary (NWI)
  -  Potential Disturbance Area
  -  2-Ft Intermediate Contour
  -  10-Ft Index Contour
- 
- 0 50 100 200  
Feet

**PROJECT 1c**  
**EXCAVATE IN WETLAND**  
**LARGE POND**

FIGURE 3





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

# Federal Clean Water Act Section 319

Project workplan

Doc Type: Contract

## Exhibit B

Swift #:	169280
PO #:	30000XXXXX
AI:	
Activity ID:	

**Project title:** Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase I

## 1. Grant sponsor summary:

**Organization:** Vadnais Lake Area Water Management Organization (VLAWMO)  
**Contractor contact name:** Dawn Tanner  
**Title:** Program Development Coordinator  
**Address:** 800 East Count Road E  
 Vadnais Heights, MN 55127  
**Phone:** 651-204-6074  
**Fax:** 651-204-6173  
**Email:** dawn.tanner@vlawmo.org

## Minnesota Pollution Control Agency (MPCA) contact:

**MPCA project manager:** Jordan Donatell  
**Title:** Environmental Specialist, East Central Watershed Unit  
**Address:** 520 Lafayette Road North  
 St Paul, MN 55155  
**Phone:** 715-441-0068  
**Email:** [jordan.donatell@state.mn.us](mailto:jordan.donatell@state.mn.us)

### Project information

**Project Cost:** Grant: \$354,456, Match: \$236,304, Total: \$590,760

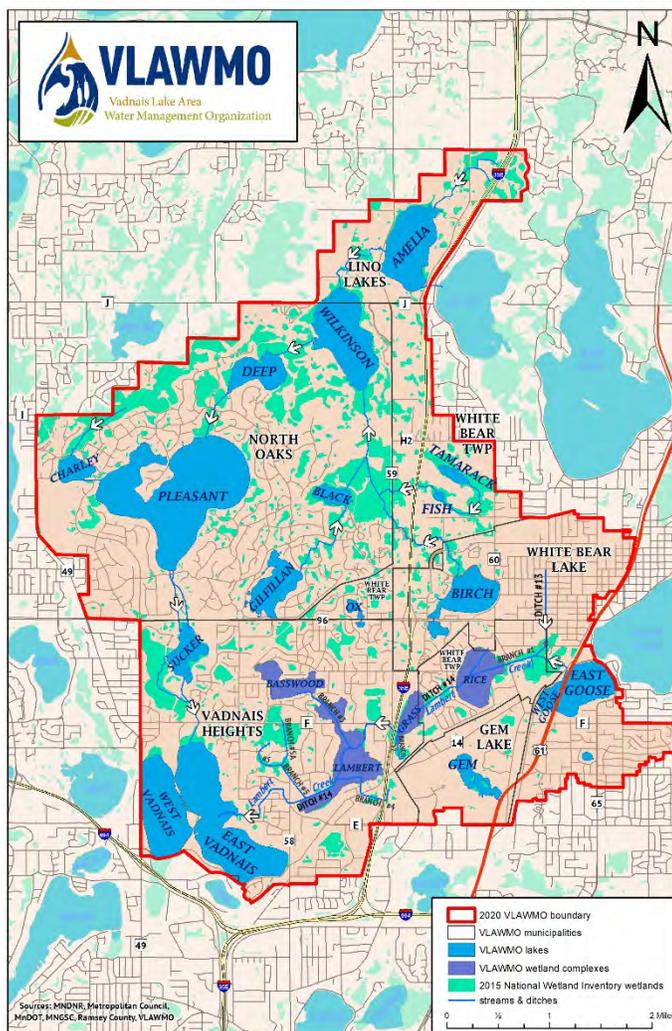
## 2. Project information

A detailed, Nine Key Element document was developed for Wilkinson, Birch, and Tamarack Lakes, and approved for funding by the U.S. Environmental Protection Agency. This project was identified as a priority concern to address critical phosphorus loading to Wilkinson Lake. Note that the BMP is not a structural part of the curb and gutter MS4.

Wilkinson and Tamarack Lakes are impaired waterbodies that are listed for nutrients. Wilkinson Lake has an approved Total Maximum Daily Load (TMDL) and completed feasibility studies to identify Best Management Practices (BMPs) to improve water quality. Tamarack Lake is slated for TMDL development in 2024; studies have been completed to inform TMDL development and prepare for BMP implementation. Birch Lake has good water quality and a designation of "protect" in the Vadnais Lake Area Watershed. Birch and Tamarack Lakes flow into Wilkinson Lake. See Watershed Figure (Figure 1) for locations and

context of the first phase project site and longer-term comprehensive plan (Figure 2).

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

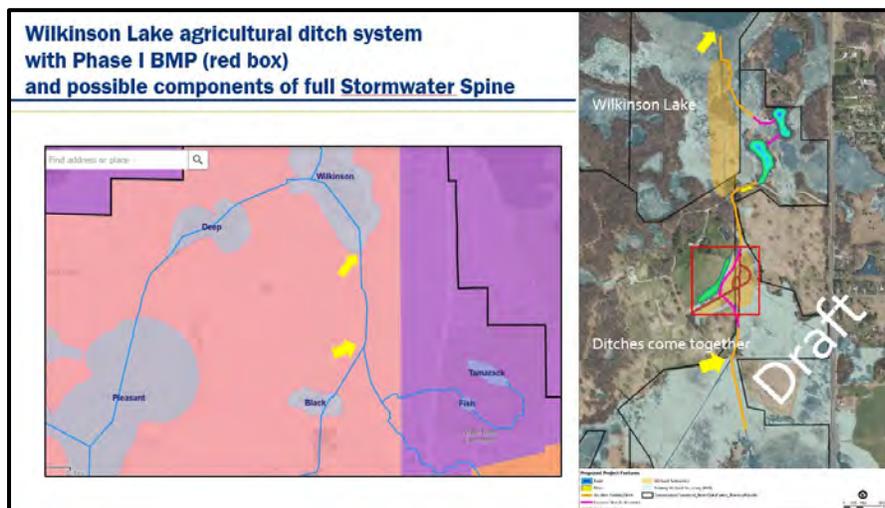


The project that is the focus of this grant round is a component in a connected network of stormwater BMPs. The collection of projects is referred to as the Wilkinson Lake Stormwater Spine. Phase I of the spine includes: stormwater ponding /treatment BMP area prior to treat regional drainage before discharge into Wilkinson Lake. Final design could incorporate additional project elements such as (but not limited to) a pretreatment basin, overflow structure, wetland restoration, and/or a meandering flow path. Additional structures are planned to build over time and create additive benefits in an overall comprehensive design. The overall goal of the Stormwater Spine is to improve water quality in Wilkinson Lake by reducing loading of nutrients and sediment.

The location of the Wilkinson Lake Stormwater Spine has been selected as a 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 in subwatersheds with high impervious area. Target areas are important in a largely developed watershed and provide key locations, where the majority of subwatershed runoff flows through an agricultural ditch system prior to entering Wilkinson Lake.

As identified in the Wilkinson Lake TMDL, the communities of North Oaks, White Bear Township, the City of White Bear Lake, Lino Lakes, and Ramsey and Anoka County all contribute stormwater to Wilkinson Lake. North Oaks Company/North Oaks Farms (NOC/NOF) is a major landowner in North Oaks. NOC/NOF has taken on a leadership role in working closely with VLAWMO to develop the concept plans for the Wilkinson Stormwater Spine. The company has also initially committed to being a financial partner in the cash match portion of the project and partnering on ongoing maintenance following project construction with VLAWMO. St. Paul Regional Water Services (SPRWS) uses the chain of lakes that receives water from Wilkinson as part of their drinking water supply, in addition to Mississippi River Water that is pumped through the system. SPRWS worked with VLAWMO to receive funding for a grant from the Minnesota Department of Health (MDH) for continued project development prior to completion of this workplan to continue site investigation and preliminary project design development.

**Figure 2:** Location of Phase I and anticipated Stormwater Spine project.

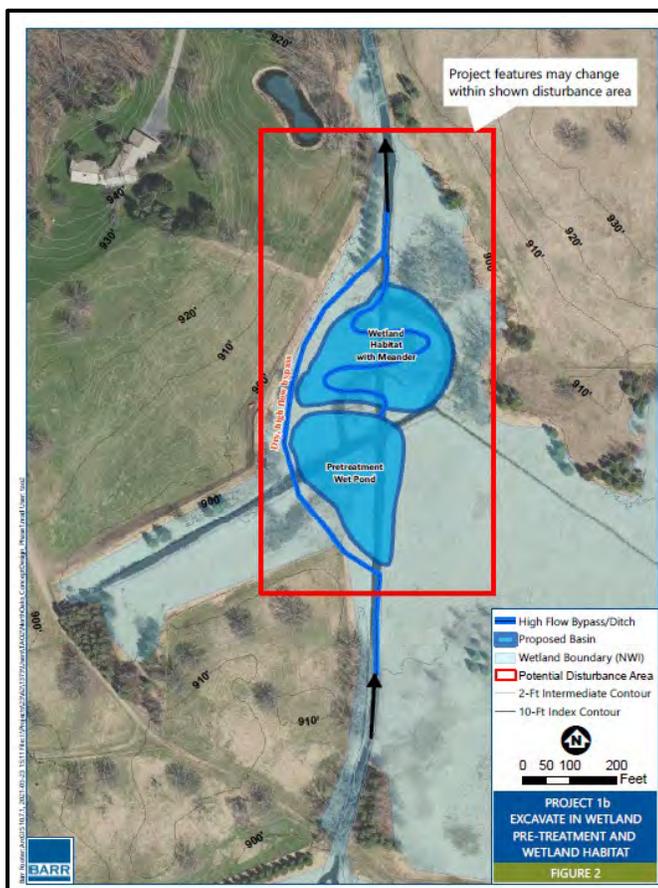


As part of project collaboration, NOC/NOF hired Barr Engineering to create conceptual designs for stormwater management projects to be implemented on company property, including land with conservation easements held through the Minnesota Land Trust (MLT). Work with NOC/NOF, VLAWMO, Barr Engineering, and MLT began in 2020 and continues to date.

Water quality monitoring (conducted by VLAWMO) shows that runoff in the agricultural ditch system that empties into Wilkinson Lake has high total phosphorus (TP) concentrations and makes up a significant portion of the loading to Wilkinson Lake. Monitoring data also suggest that the high pollutant concentration in the ditch is driven by loading from areas east of Centerville Road in the Birch and Tamarack Lake subwatersheds. Barr worked with NOC and VLAWMO to create conceptual designs that met several shared goals and would help improve the water quality in Wilkinson Lake. The focus of these efforts is on the agricultural ditch that runs through NOC property and within the MLT's agricultural and conservation easements. Centralizing the treatment along the ditch also provides an opportunity to restore degraded areas in the easements and increase recreational use through added trails and interactive design features. These additional design and restoration efforts are outside of this current grant, but are also part of a longer-term vision with planned incorporation by NOC/NOF. Designs are in the conceptual stage at the time of workplan preparation and will be updated based on survey and soil testing, permitting, stakeholder engagement, and final design considerations.

Phase I of the Stormwater Spine is located in an upstream wetland in the MLT agricultural easement. Currently, there are several agricultural ditches that intersect in this location and drain the surrounding wetlands. These ditches also convey flow from eastern subwatersheds (Tamarack and Birch Lakes) to Wilkinson Lake. There are three alternative concept level configurations for the upstream pond area that are being considered at this time. One of the possible configuration is shown below. Final design will depend upon results of summer technical analysis and testing (2021) and incorporation of agency feedback as part of permitting. In this possible configuration, a pre-treatment basin would be excavated in-line with the ditch to treat baseflow and small-event flow. A high-flow bypass would be constructed to the west of the basin to reduce the impact of high flows in the basin (scour, sediment resuspension, etc.). The pre-treatment basin would discharge into an excavated wetland basin with a meandering flow path to add improved wetland habitat and a meandering path to allow natural fluctuation and stream elements within the system.

**Figure 3:** A possible concept level configuration for the Phase I project depending upon results of upcoming technical design work including survey, soil testing, and continued input from permitting authorities.



### 3. Goals, objectives, tasks, and subtasks

**Goal:** Restore water quality as part of Phase I of the Wilkinson Lake Stormwater Spine, as identified in the Wilkinson, Birch, and Tamarack Lakes Nine Key Element document.

**Objective 1:** Engineering to complete design, permitting, and go out for bid (~\$107,061)

**Task A:** Complete any remaining survey, soil testing, and project design following summer 2021 investigation

**Task B:** Preliminary plan/spec development

**Task C:** Complete design to 90%

**Task D:** Receive and incorporate feedback from permitting authorities, make any necessary changes, and prepare final designs and specs

**Task E:** Develop contract between owner and contractor and facilitate bid process

**Objective 1 Timeline:** 12/2021 – 8/31/2023

**Objective 1 Cost:** Grant: \$64,237, Match: \$42,824, Total: \$107,061

**Objective 1 Deliverables:** Permits in place, final plans and specs, signed construction contract

**Objective 2:** BMP implementation/construction (~\$428,700)

**Task A:** Construction (~\$383,700)

**Task B:** Engineering oversight and inspection (~\$45,000)

**Objective 2 Timeline:** 8/31/2022 – 7/1/2024

**Objective 2 Cost:** Grant: \$257,220, Match: \$171,480, Total: \$428,700

**Objective 2 Deliverables:** BMP implementation completed

**Objective 3:** Monitoring for the effectiveness of BMP and maintenance

**Task A:** Monitoring with the intent of determining the effectiveness of the BMP, with the additional benefit of recommendations for maintenance. Monitoring will be conducted annually until the end of the grant timeframe with recommendations provided by contractor for following year implementation

**Task B:** Maintenance to be carried out as needed and in partnership between VLAWMO and NOC and possible other partners

**Task C:** Vegetation additions, structural monitoring, and minor remediation as needed until the new structures are stabilized

**Objective 3 Timeline:** 7/1/2023 – 8/31/2025

**Objective 3 Cost:** Grant: \$12,000, Match: \$8,000, Total: \$20,000

**Objective 3 Deliverables:** Ongoing maintenance needs identified, reported, and implemented

**Objective 4:** Project Management (\$35,000)

**Task A:** Administration and Reporting:

- Facilitate project management and partner interactions
- Work with engineering firm to obtain permits, make changes, and communicate with stakeholders
- Participate in finalization of specs, bid process, and construction as owner
- Track project activities according to project work plan and budget
- Complete e-LINK reporting requirements
- Track grant budget, matching funds, and expenditures for grant
- Compile, organize, and submit invoices according to grant requirements
- Authorize payment of bills for grant expenses
- Obtain matching funds documentation
- Prepare and submit semi-annual and final reports according to the grant agreement

**Objective 4 Timeline:** 12/2021 – 8/31/2025

**Objective 4 Cost:** Grant: \$0, Match (in-kind): \$35,000, Total: \$35,000

**Objective 4 Deliverables:** Report BMP accomplishments and pollutant reductions in e-LINK program. Submit invoices and reports according to the grant agreement

## 4. Project budget *(attached)*

SWIFT:	169280
Purchase Order:	30000XXXXX
AI:	
Activity ID:	

**Project Name: Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase I**  
**Organization Name: Vadnais Lake Area Water Management Organization**

Objective	Grant	In-kind match	Cash match	Total match	Budget total
<b>Objective 1:</b> Engineering to complete design, permitting, and go	\$ 85,236.00		\$ 21,824.00		\$ 107,060.00
<b>Objective 2:</b> BMP implementation/construction (~\$428,700)	\$ 257,220.00		\$ 171,480.00		\$ 428,700.00
<b>Objective 3:</b> Monitoring for the effectiveness of BMP and maintenance	\$ 12,000.00		\$ 8,000.00		\$ 20,000.00
<b>Objective 4:</b> Project Management/VLAWMO staff		\$ 35,000.00			\$ 35,000.00
<b>TOTAL</b>	<b>\$ 354,456.00</b>	<b>\$ 35,000.00</b>	<b>\$ 201,304.00</b>	<b>\$ 236,304.00</b>	<b>\$ 590,760.00</b>



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

# Federal Clean Water Act Section 319

Project workplan

Doc Type: Contract

Swift #:	169280
PO #:	30000XXXXX
AI:	
Activity ID:	

**Project title:** Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase I

## 1. Grant sponsor summary:

**Organization:** Vadnais Lake Area Water Management Organization (VLAWMO)  
**Contractor contact name:** Dawn Tanner  
**Title:** Program Development Coordinator  
**Address:** 800 East Count Road E  
 Vadnais Heights, MN 55127  
**Phone:** 651-204-6074  
**Fax:** 651-204-6173  
**Email:** dawn.tanner@vlawmo.org

## Minnesota Pollution Control Agency (MPCA) contact:

**MPCA project manager:** Jordan Donatell  
**Title:** Environmental Specialist, East Central Watershed Unit  
**Address:** 520 Lafayette Road North  
 St Paul, MN 55155  
**Phone:** 715-441-0068  
**Email:** [jordan.donatell@state.mn.us](mailto:jordan.donatell@state.mn.us)

### Project information

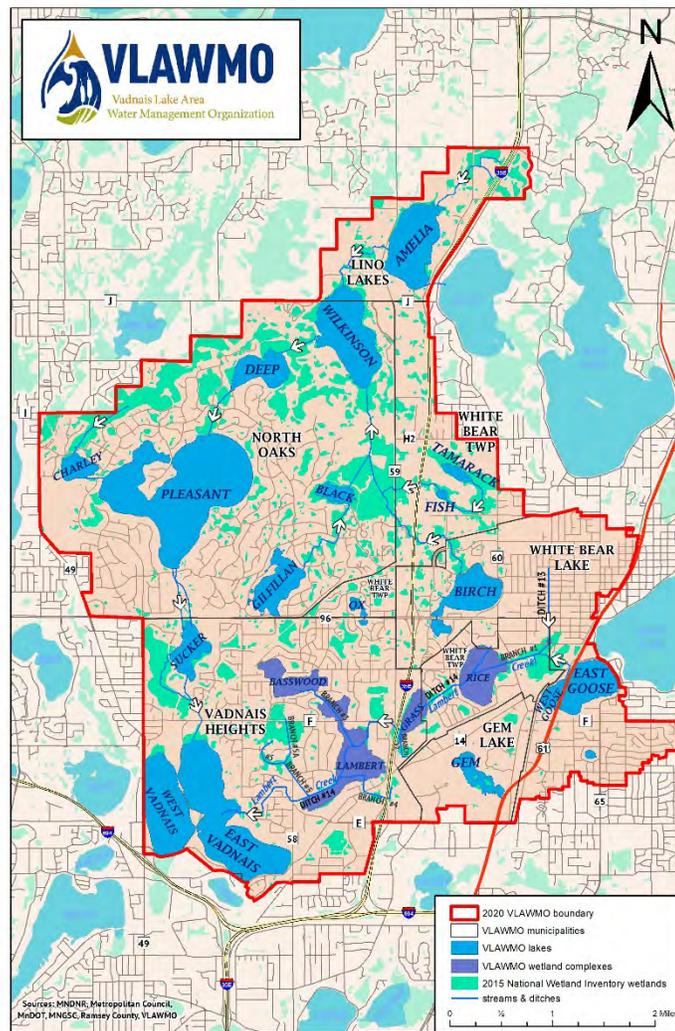
**Project Cost:** Grant: \$354,456, Match: \$236,304, Total: \$590,760

## 2. Project information

A detailed, Nine Key Element document was developed for Wilkinson, Birch, and Tamarack Lakes, and approved for funding by the U.S. Environmental Protection Agency. This project was identified as a priority concern to address critical phosphorus loading to Wilkinson Lake. Note that the BMP is not a structural part of the curb and gutter MS4.

Wilkinson and Tamarack Lakes are impaired waterbodies that are listed for nutrients. Wilkinson Lake has an approved Total Maximum Daily Load (TMDL) and completed feasibility studies to identify Best Management Practices (BMPs) to improve water quality. Tamarack Lake is slated for TMDL development in 2024; studies have been completed to inform TMDL development and prepare for BMP implementation. Birch Lake has good water quality and a designation of "protect" in the Vadnais Lake Area Watershed. Birch and Tamarack Lakes flow into Wilkinson Lake. See Watershed Figure (Figure 1) for locations and context of the first phase project site and longer-term comprehensive plan (Figure 2).

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

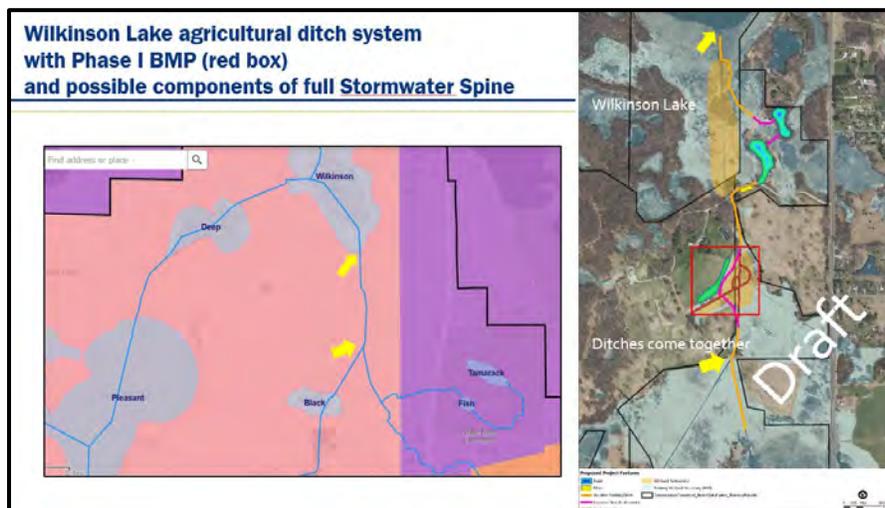


The project that is the focus of this grant round is a component in a connected network of stormwater BMPs. The collection of projects is referred to as the Wilkinson Lake Stormwater Spine. Phase I of the spine includes: stormwater ponding /treatment BMP area prior to treat regional drainage before discharge into Wilkinson Lake. Final design could incorporate additional project elements such as (but not limited to) a pretreatment basin, overflow structure, wetland restoration, and/or a meandering flow path. Additional structures are planned to build over time and create additive benefits in an overall comprehensive design. The overall goal of the Stormwater Spine is to improve water quality in Wilkinson Lake by reducing loading of nutrients and sediment.

The location of the Wilkinson Lake Stormwater Spine has been selected as a 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 in subwatersheds with high impervious area. Target areas are important in a largely developed watershed and provide key locations, where the majority of subwatershed runoff flows through an agricultural ditch system prior to entering Wilkinson Lake.

As identified in the Wilkinson Lake TMDL, the communities of North Oaks, White Bear Township, the City of White Bear Lake, Lino Lakes, and Ramsey and Anoka County all contribute stormwater to Wilkinson Lake. North Oaks Company/North Oaks Farms (NOC/NOF) is a major landowner in North Oaks. NOC/NOF has taken on a leadership role in working closely with VLAWMO to develop the concept plans for the Wilkinson Stormwater Spine. The company has also initially committed to being a financial partner in the cash match portion of the project and partnering on ongoing maintenance following project construction with VLAWMO. St. Paul Regional Water Services (SPRWS) uses the chain of lakes that receives water from Wilkinson as part of their drinking water supply, in addition to Mississippi River Water that is pumped through the system. SPRWS worked with VLAWMO to receive funding for a grant from the Minnesota Department of Health (MDH) for continued project development prior to completion of this workplan to continue site investigation and preliminary project design development.

**Figure 2:** Location of Phase I and anticipated Stormwater Spine project.

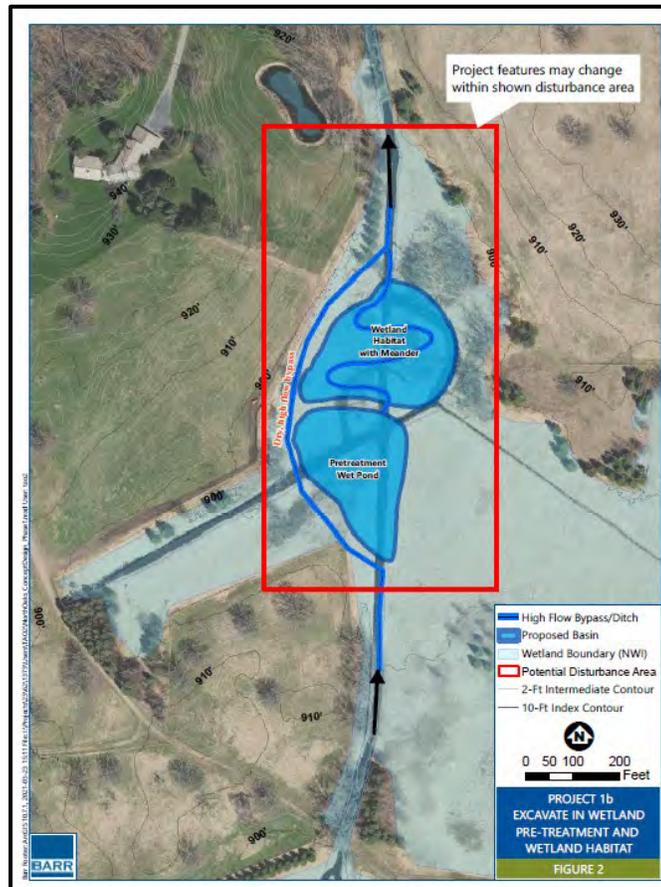


As part of project collaboration, NOC/NOF hired Barr Engineering to create conceptual designs for stormwater management projects to be implemented on company property, including land with conservation easements held through the Minnesota Land Trust (MLT). Work with NOC/NOF, VLAWMO, Barr Engineering, and MLT began in 2020 and continues to date.

Water quality monitoring (conducted by VLAWMO) shows that runoff in the agricultural ditch system that empties into Wilkinson Lake has high total phosphorus (TP) concentrations and makes up a significant portion of the loading to Wilkinson Lake. Monitoring data also suggest that the high pollutant concentration in the ditch is driven by loading from areas east of Centerville Road in the Birch and Tamarack Lake subwatersheds. Barr worked with NOC and VLAWMO to create conceptual designs that met several shared goals and would help improve the water quality in Wilkinson Lake. The focus of these efforts is on the agricultural ditch that runs through NOC property and within the MLT's agricultural and conservation easements. Centralizing the treatment along the ditch also provides an opportunity to restore degraded areas in the easements and increase recreational use through added trails and interactive design features. These additional design and restoration efforts are outside of this current grant, but are also part of a longer-term vision with planned incorporation by NOC/NOF. Designs are in the conceptual stage at the time of workplan preparation and will be updated based on survey and soil testing, permitting, stakeholder engagement, and final design considerations.

Phase I of the Stormwater Spine is located in an upstream wetland in the MLT agricultural easement. Currently, there are several agricultural ditches that intersect in this location and drain the surrounding wetlands. These ditches also convey flow from eastern subwatersheds (Tamarack and Birch Lakes) to Wilkinson Lake. There are three alternative concept level configurations for the upstream pond area that are being considered at this time. One of the possible configuration is shown below. Final design will depend upon results of summer technical analysis and testing (2021) and incorporation of agency feedback as part of permitting. In this possible configuration, a pre-treatment basin would be excavated in-line with the ditch to treat baseflow and small-event flow. A high-flow bypass would be constructed to the west of the basin to reduce the impact of high flows in the basin (scour, sediment resuspension, etc.). The pre-treatment basin would discharge into an excavated wetland basin with a meandering flow path to add improved wetland habitat and a meandering path to allow natural fluctuation and stream elements within the system.

**Figure 3:** A possible concept level configuration for the Phase I project depending upon results of upcoming technical design work including survey, soil testing, and continued input from permitting authorities.



### 3. Goals, objectives, tasks, and subtasks

**Goal:** Restore water quality as part of Phase I of the Wilkinson Lake Stormwater Spine, as identified in the Wilkinson, Birch, and Tamarack Lakes Nine Key Element document.

**Objective 1:** Engineering to complete design, permitting, and go out for bid (~\$107,060)

**Task A:** Complete any remaining survey, soil testing, and project design following summer 2021 investigation

**Task B:** Preliminary plan/spec development

**Task C:** Complete design to 90%

**Task D:** Receive and incorporate feedback from permitting authorities, make any necessary changes, and prepare final designs and specs

**Task E:** Develop contract between owner and contractor and facilitate bid process

**Objective 1 Timeline:** 12/2021 – 8/31/2023

**Objective 1 Cost:** Grant: \$85,236, Match: \$21,824, Total: \$107,060

**Objective 1 Deliverables:** Permits in place, final plans and specs, signed construction contract

**Objective 2:** BMP implementation/construction (~\$428,700)

**Task A:** Construction (~\$383,700)

**Task B:** Engineering oversight and inspection (~\$45,000)

**Objective 2 Timeline:** 8/31/2022 – 7/1/2024

**Objective 2 Cost:** Grant: \$257,220, Match: \$171,480, Total: \$428,700

**Objective 2 Deliverables:** BMP implementation completed

**Objective 3:** Monitoring for the effectiveness of BMP and maintenance

**Task A:** Monitoring with the intent of determining the effectiveness of the BMP, with the additional benefit of recommendations for maintenance. Monitoring will be conducted annually until the end of the grant timeframe with recommendations provided by contractor for following year implementation

**Task B:** Maintenance to be carried out as needed and in partnership between VLAWMO and NOC and possible other partners

**Task C:** Vegetation additions, structural monitoring, and minor remediation as needed until the new structures are stabilized

**Objective 3 Timeline:** 7/1/2023 – 8/31/2025

**Objective 3 Cost:** Grant: \$12,000, Match: \$8,000, Total: \$20,000

**Objective 3 Deliverables:** Ongoing maintenance needs identified, reported, and implemented

**Objective 4:** Project Management (\$35,000)

**Task A:** Administration and Reporting:

- Facilitate project management and partner interactions
- Work with engineering firm to obtain permits, make changes, and communicate with stakeholders
- Participate in finalization of specs, bid process, and construction as owner
- Track project activities according to project work plan and budget
- Complete e-LINK reporting requirements
- Track grant budget, matching funds, and expenditures for grant
- Compile, organize, and submit invoices according to grant requirements
- Authorize payment of bills for grant expenses
- Obtain matching funds documentation
- Prepare and submit semi-annual and final reports according to the grant agreement

**Objective 4 Timeline:** 12/2021 – 8/31/2025

**Objective 4 Cost:** Grant: \$0, Match (in-kind): \$35,000, Total: \$35,000

**Objective 4 Deliverables:** Report BMP accomplishments and pollutant reductions in e-LINK program. Submit invoices and reports according to the grant agreement

## 4. Project budget *(attached)*

## Attachment A - Budget

SWIFT:	169280
Purchase Order:	3000XXXXX
AI:	
Activity ID:	

**Project Name: Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase I**  
**Organization Name: Vadnais Lake Area Water Management Organization**

Objective	Grant	In-kind match	Cash match	Total match	Budget total
<b>Objective 1:</b> Engineering to complete design, permitting, and go	\$ 85,236.00		\$ 21,824.00		\$ 107,060.00
<b>Objective 2:</b> BMP implementation/construction (~\$428,700)	\$ 257,220.00		\$ 171,480.00		\$ 428,700.00
<b>Objective 3:</b> Monitoring for the effectiveness of BMP and maintenance	\$ 12,000.00		\$ 8,000.00		\$ 20,000.00
<b>Objective 4:</b> Project Management/VLAWMO staff		\$ 35,000.00			\$ 35,000.00
<b>TOTAL</b>	<b>\$ 354,456.00</b>	<b>\$ 35,000.00</b>	<b>\$ 201,304.00</b>	<b>\$ 236,304.00</b>	<b>\$ 590,760.00</b>

August 13, 2021

**DRAFT**

Phil Belfiori  
Vadnais Lakes Area Watershed Management Organization (VLAWMO)  
Co Rd E East  
St. Paul, MN 55127

**Re: Agreement for Coordination of Field Investigation Services for Future North Oaks Regional Stormwater Management Project**

Dear Mr. Belfiori:

Thank you for retaining us. We will do our best to justify your expression of confidence in us. This letter, together with our Standard Terms (attached) sets forth the Agreement between VLAWMO (Client) and Barr Engineering Co. (Barr) regarding the coordination of field investigation services (topographic survey and/or soil borings) at the site of the proposed regional stormwater management project in the City of North Oaks.

The scope of professional consulting services we will provide for your project includes the coordination of field investigation services (topographic survey and/or soil borings) in and around the area that has been identified for a future regional stormwater management project in the City of North Oaks, in partnership with North Oaks Company.

This Agreement will be effective for the duration of the services or until July 1, 2022, whichever comes first unless terminated earlier by either you or us. Our Proposal, if any, is not a part of this Agreement except as specifically indicated or referred to in this letter Agreement. We will commence work upon receipt of a copy of this letter signed by you. We estimate that the topographic survey would be conducted in fall, 2021 and that soil borings would be collected in winter, 2021/2022.

We will inform you of our progress at key milestones:

- Completion of draft RFP for topographic survey and for collection of soil borings (provided for VLAWMO review)
- Collection of survey and soil boring proposals (provided for VLAWMO review) and selection of subcontractor(s)
- Commencement of survey and soil borings
- Delivery of survey and soil boring results

For the services provided, you will pay us according to the attached Standard Terms. We will bill you. The cost of the services will not exceed \$20,000 USD without prior approval by you.

We understand you have the authority to direct us. We will direct communications to you at the address on this letter the address on this letter.. Direction should be provided to Tyler Olsen (the project manager) and me at the letterhead address.

During the term of this Agreement, Barr agrees to maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the type of insurance and policy limits as set forth below (USD):

#### Workers' Compensation and Employers' Liability

1. Coverage A: Per State Statute
2. Coverage B: \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

#### Commercial General Liability

1. \$2,000,000 General Aggregate
2. \$2,000,000 Products – Completed Operations Aggregate
3. \$1,000,000 Each Occurrence
4. \$1,000,000 Personal Injury

#### Commercial Automobile Liability

1. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

#### Umbrella Liability

1. \$10,000,000 Each Claim  
\$10,000,000 Annual Aggregate
2. The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

#### Professional and Pollution Incident Liability

Professional Liability insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim / \$5,000,000 Annual Aggregate.

#### Certificates of Insurance

Certificates of Insurance will be provided upon request.

Barr and Client waive all rights, including their insurers' subrogation rights, against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us. This Agreement will be open for acceptance until September 1, 2021, unless earlier withdrawn by us.

Sincerely yours,

BARR ENGINEERING CO.

---

Erin Anderson Wenz, PE

Its Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Vadnais Lakes Area Watershed Management Organization

By \_\_\_\_\_

Its \_\_\_\_\_

Attachments

Standard Terms—Professional Services



## STANDARD TERMS—PROFESSIONAL SERVICES

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

### Section 1: Our Responsibilities

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

### Section 2: Your Responsibilities

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

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

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

### Section 3: Reports and Records

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

#### **Section 4: Compensation**

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

#### **Section 5: Disputes, Damage, and Risk Allocation**

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

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

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

#### **Section 6: Miscellaneous Provisions**

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

*End of Standard Terms*



**To:** VLAWMO Board of Directors  
**From:** Dawn Tanner  
**Date:** August 25, 2021

**Re: VII. D. Projects: Lambert Lake Project AFP**

**Consideration of Pay Request:**

A pay request was submitted by Sunram Construction, Inc., for release on the retainage held from AFP 1-3, on August 8, 2021. The Final Application for Payment (AFP) #4 was submitted to VLAWMO on August 13, 2021. SEH recommends approval for payment to Sunram Construction, Inc. in the amount of \$29,405.64. The breakdown of payment for AFP #4 is \$10,121.16 for the meander retainage and \$19,284.48 for the sheetpile retainage. The project is complete at this time.

Per the recommendation of the project engineer, Staff request authorization from the Board to pay the current pay request for \$29,405.64.



Building a Better World  
for All of Us®

August 17, 2021

RE: Vadnais Lake Area Water Management  
Organization (VLAWMO)  
Lambert Lake Improvements  
SEH No. VADLA 158086

Phil Belfiori, Administrator  
VLAWMO  
800 E County Rd E  
Vadnais Heights, MN 55127

Dear Phil:

**Background**

Application for Payment No. 1 included 32% of work completed for a total of \$166,203.33 (\$57,384.80 meander and \$108,818.53 sheet pile) with 5% held for retainage (\$8,747.54). Application for Payment No. 2 included 59% of work completed for a total of \$358,881.36 (\$106,876.14 meander and \$270,893.72 sheet pile) with 5% held for retainage (\$18,888.50). Application for Payment No. 3 included 7% of work completed for a total of \$33,622.45 (\$33,384.95 meander and \$237.50 sheet pile) with 5% held for retainage (\$1,769.60). A total of \$558,707.15 has been paid to date. A total of \$29,405.65 is held for retainage. The project is complete.

**Application for Payment #4**

Enclosed is Application for Payment No. 4 for the referenced project. SEH received a request for the release of retainage on August 8th, 2021 from Sunram Construction, Inc. Enclosed with the application for payment is the Consent of Surety to Final Payment, IC-134 forms and lien wavers for the Lambert Lake Improvements Project. The final contract amount is \$588,112.79. In accordance with section 15.06(B.) of the General Conditions, the documentation has been reviewed and we hereby recommend approval for payment to Sunram Construction, Inc. in the amount of \$29,405.65 (\$10,121.17 meander and \$19,284.48 sheet pile).

*Table 1: Summary of AFP #4*

Application	Total
4A (meander)	\$10,121.17
4B (sheet pile)	\$19,284.48
<b>Total</b>	<b>\$29,405.65</b>

If approved, please sign and forward payment, along with a copy of the signed pay application to Sunram Construction, Inc., retaining the original for VLAWMO records. Please don't hesitate to contact me with any questions or comments. Thank you.

Sincerely,

Emily Jennings, PE  
Project Manager

(Lic. MN)

S:\UZ\WADLA\153931\5-final-dsgn\50-final-dsgn\50-Hydro\022421 Board Meeting Info\AFP #1

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax



Application for Payment  
(Unit Price Contract)  
No. 4A (Meander)

Eng. Project No.: VADLA 153931	Location: Vadnais Lake Area Water Management Organization (VLAWMO)
--------------------------------	--

Contractor <u>Sunram Construction, Inc.</u>	Contract Date <u>October 28, 2020</u>
<u>20010 75th Avenue North</u>	
<u>Corcoran, MN 55340</u>	Contract Amount <u>\$ 539,824.00</u>

Contract for Lambert Lake Improvements

Application Date <u>8/12/21</u>	For Period Ending <u>8/12/21</u>
---------------------------------	----------------------------------

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
0154.1	COMMON LABORERS	HR	10		\$75.00	
0154.2	CRAWLER MOUNTED BACKHOE	HR	5		135.00	
0154.3	SKID LOADER	HR	5		135.00	
0155.1	ACCESS AND STAGING	LS	1	1	12,000.00	\$12,000.00
0171.1	MOBILIZATION	LS	1	1	9,500.50	\$9,500.50
0171.1	CONSTRUCTION SURVEYING	LS	1	1	17,500.00	\$17,500.00
3123.1	MUCK EXCAVATION (P)	CY	1645	1645	16.50	\$27,142.50
3123.2	SALVAGE MATERIAL (P)	CY	1235	1235	11.50	\$14,202.50
3125.2	STABILIZED CONSTRUCTION EXIT	LS	1	1	800.00	\$800.00
3125.3	SILT FENCE, TYPE MS	LF	7500	6062	2.30	\$13,942.60
3125.4	SEDIMENT CONTROL LOG TYPE EROSION CONTROL BLANKET	LF	880	860	3.25	\$2,795.00
3125.5	CATEGORY 3N	SQ YD	12826	10650	1.50	\$15,975.00
3125.6	MULCH MATERIAL TYPE 3	TON	5	4.2	525.00	\$2,205.00
3292.1	SEEDING MIXTURE 32-241	LB	101	5	8.50	\$42.50
3292.2	SEEDING MIXTURE 34-171	LB	14	11.85	115.00	\$1,362.75
3292.3	SEEDING MIXTURE 34-181	LB	5	6.81	290.00	\$1,974.90
3292.4	SEEDING MIXTURE 34-261	LB	23	19.53	33.00	\$644.49
3293.1	DECIDUOUS SHRUB NO 2 CONT	SHRB	165	165	69.00	\$11,385.00
3293.2	DECIDUOUS SHRUB NO 2 CONT	SHRB	110	110	69.00	\$7,590.00
3293.3	DECIDUOUS SHRUB NO 2 CONT	SHRB	55	55	75.00	\$4,125.00

**Total Cumulative Meander Amount** **\$143,187.74**

Total Meander Amount from Application 1A	\$60,405.05
Retainage from Meander AFP #1 @ 5%	\$3,020.25
Total Meander Amount from Application 1A Less Retainage	\$57,384.80
Total Meander Amount for Application 2A	\$47,640.64
Change Order No. 1	\$18,880.00
Change Order No. 2	\$40,355.50
Retainage from Meander AFP #2 @ 5%	\$5,343.81
Total Meander Amount from Application 2A Less Retainage	\$101,532.33
Total Meander Amount from Application 3A	\$35,142.05
Retainage from Meander AFP #3 @ 5%	\$1,757.10
Total Meander Amount from Application 3A Less Retainage	\$33,384.95
Total Retainage	\$10,121.17

**Total Sheet Pile Amount (separate tab)** **\$385,689.55**  
**Total Cumulative Amount** **\$528,877.29**



Application for Payment  
(Unit Price Contract)  
No. 4B (Sheet Pile)

Eng. Project No.: VADLA 153931	Location: Vadnais Lake Area Water Management Organization (VLAWMO)
--------------------------------	--

Contractor <u>Sunram Construction, Inc.</u>	Contract Date <u>October 28, 2020</u>
<u>20010 75th Avenue North</u>	
<u>Corcoran, MN 55340</u>	Contract Amount <u>\$ 539,824.00</u>

Contract for Lambert Lake Improvements

Application Date <u>8/12/21</u>	For Period Ending <u>8/12/21</u>
---------------------------------	----------------------------------

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
<b>Sheetpile</b>						
0155.1	ACCESS AND STAGING	LS	1	1	4,500.00	\$4,500.00
0171.1	MOBILIZATION	LS	1	1	18,500.05	\$18,500.05
0171.1	CONSTRUCTION SURVEYING	LS	1	1	500.00	\$500.00
0241.1	REMOVE SHEET PILING EROSION CONTROL BLANKET	LS	1	1	69,300.00	\$69,300.00
3125.5	CATEGORY 3N	SQ YD	726		1.50	
3125.6	MULCH MATERIAL TYPE 3	TON	0.3	0.3	525.00	\$157.50
3292.1	SEEDING MIXTURE 32-241	LB	5.7		8.50	
3292.2	SEEDING MIXTURE 34-171	LB	0.8	0.8	115.00	\$92.00
3549.1	STEEL SHEET PILING	SF	12400	12400	23.60	\$292,640.00
<b>Alternate</b>						
3549.1 Alt 1	USED STEEL SHEET PILING	SF	12400		23.60	

<b>Total Cumulative Sheet Pile Amount</b>	<b>\$385,689.55</b>
Total Sheet Pile Amount from Application 1B	\$114,545.83
Retainage from Sheet Pile AFP #1 @ 5%	\$5,727.29
Total Meander Amount from Application 2A Less Retainage	\$108,818.54
Total Sheet Pile Amount for Application 2B	\$270,893.72
Retainage from Sheet Pile AFP #2 @ 5%	\$13,544.69
Total Meander Amount from Application 2B Less Retainage	\$257,349.03
Total Sheet Pile Amount for Application 3B	\$250.00
Retainage from Sheet Pile AFP #3 @ 5%	\$12.50
Total Meander Amount from Application 3B Less Retainage	\$237.50
Total Retainage	\$19,284.48

<b>Total Meander Amount (separate tab)</b>	<b>\$143,187.74</b>
<b>Total Cumulative Amount</b>	<b>\$528,877.29</b>

**Application for Payment (continued)**

Total Contract Amount	\$ <u>539,824.00</u>	Total Amount Earned	\$ <u>528,877.29</u>
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No. 1	\$ <u>18,880.00</u>	Percent Complete <u>100%</u>	\$ <u>18,880.00</u>
Contract Change Order No. 2	\$ <u>40,355.50</u>	Percent Complete <u>100%</u>	\$ <u>40,355.50</u>
Contract Change Order No.	<u>                    </u>	Percent Complete <u>                    </u>	<u>                    </u>
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>588,112.79</u>
AFP No. 1(A+B): <u>166,203.33</u>	AFP No. 5(A+B): <u>                    </u>	LESS <u>0</u> % RETAINAGE	\$ <u>                    </u>
AFP No. 2(A+B): <u>358,881.36</u>	AFP No. 6(A+B): <u>                    </u>	AMOUNT DUE TO DATE	\$ <u>588,112.79</u>
AFP No. 3(A+B): <u>33,622.45</u>	AFP No. 7(A+B): <u>                    </u>	LESS PREVIOUS APPLICATIONS	\$ <u>558,707.14</u>
AFP No. 4(A+B): <u>                    </u>	AFP No. 8(A+B): <u>                    </u>	AMOUNT DUE THIS APPLICATION	\$ <u>29,405.65</u>

**CONTRACTOR'S AFFIDAVIT**

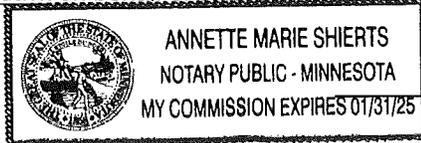
The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Lambert Lake Improvements, Vadnais Lake Area Water Management Organization, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 8-17, 2021 Sunram Construction, Inc.  
 (Contractor)

COUNTY OF HENNEPIN )  
 STATE OF MINNESOTA ) SS By Ryan M. Sunram President  
 (Name and Title)

Before me on this 17 day of AUGUST, 2021, personally appeared  
RYAN SUNRAM known to be, who being duly sworn did depose and  
 say that he is the PRESIDENT (office) of the Contractor above mentioned that he executed the  
 above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein  
 are true, correct and complete.

My Commission expires 01-31-25



Annette Shierts  
 (Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

**Short Elliott Hendrickson Inc.**

Emily Jennings

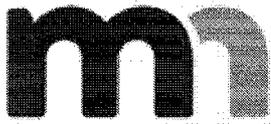
By Emily Jennings

Date 8-17-2021

**Vadnais Lake Area Water Management Organization**

By \_\_\_\_\_

Date \_\_\_\_\_



# DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 8-Aug-2021 1:38:48 PM  
Confirmation Number: 0-536-986-784  
Name: SUNRAM CONSTRUCTION INC  
ID: 1870470  
**Affidavit Number: 1895567360**  
Project Owner: VADNAIS LAKE AREA WATER MGMT ORG.  
Project Number: LAMBERT LAKE IMPROV.  
Project Begin Date: 12/2/2020  
Project End Date: 5/12/2021  
Project Location: VADNAIS HEIGHTS  
Project Amount: \$588,112.79  
Subcontractors:

Name	ID	Affidavit Number
ATLAS FOUNDATION CO LLC	7576910	678301696
HOFFMAN & MCNAMARA CO	5520215	88477696
J&R LARSON GROUND MAINT	5930620	1724256256
SAMBATEK INC	1009252	1936068608

Please print this page for your records using the print or save functionality built into your browser.



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 30-Jun-2021 1:33:19 PM  
 Confirmation Number: 1-205-422-240  
 Name: ATLAS FOUNDATION CO LLC  
 ID: 7576910  
**Affidavit Number: 678301696**  
 Project Owner: VADNAIS LAKE AREA WATER MGMT ORGANIZATION  
 Project Number: C-20-065  
 Project Begin Date: 12/2/2020  
 Project End Date: 2/26/2021  
 Project Location: LAMBERT LAKE IMPROVEMENTS VADNAIS HEIGHTS MN  
 Project Amount: \$345,000.00  
 Subcontractors: No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 16-Jun-2021 11:14:18 AM  
Confirmation Number: 1-891-807-392  
Name: HOFFMAN & MCNAMARA CO  
ID: 5520215  
**Affidavit Number: 88477696**  
Project Owner: VADNAIS HEIGHTS AREA WATER MANAGEMENT ORGANIZATION  
Project Number: C-20-065  
Project Begin Date: 4/19/2021  
Project End Date: 5/8/2021  
Project Location: LAMBERT LAKE IMPROVEMENTS - VADNAIS HEIGHTS  
Project Amount: \$22,164.00  
Subcontractors: No Subcontractors

Please [print this page](#) for your records using the print or save functionality built into your browser.



# DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page **MUST** be provided to the contractor or government agency that hired you.

Submitted Date and Time: 18-Jun-2021 10:47:26 AM  
Confirmation Number: 2-111-506-592  
Name: J & R LARSON GROUNDS MAINTENANCE LL  
ID: 5930620  
**Affidavit Number: 1724256256**  
Project Owner: VADNAIS LAKE AREA WATER MGMT ORG  
Project Number: LAMBERT LAKE IMPS  
Project Begin Date: 1/12/2021  
Project End Date: 5/12/2021  
Project Location: VADNAIS HEIGHTS  
Project Amount: \$34,901.58  
Subcontractors: No Subcontractors

Please [print this page](#) for your records using the print or save functionality built into your browser.

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	0-874-256-544
Submitted Date and Time:	14-Jul-2021 11:27:03 AM
Legal Name:	SAMBATEK INC
Federal Employer ID:	26-4801863
User Who Submitted:	MFRAIN
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

<b>Affidavit Number:</b>	<b>1936068608</b>
Minnesota ID:	1009252
Project Owner:	MINNESOTA DEPARTMENT OF TRANSPORTATION
Project Number:	22399
Project Begin Date:	04-Jan-2021
Project End Date:	06-Apr-2021
Project Location:	VADNAIS HEIGHTS
Project Amount:	\$16,100.00
Subcontractors:	No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

### How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any



RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

N.B. - It is important that the following directions be closely followed as otherwise the receipt WILL NOT BE ACCEPTED:

1. This is a LEGAL INSTRUMENT and must be executed accordingly by officers of corporation and by partners in co-partnerships.
2. It is important that ALL the blanks be completed and the AMOUNT PAID BE SHOWN.
3. If payment is not in full to date, so state, SHOW UNPAID RETAINAGE \$17,250.00
4. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating and plastering materials, etc.
5. NO ERASURES OR ALTERATIONS MUST BE MADE.

7/8/2021

(Date)

The undersigned acknowledges having received payment of \$345,000.00

THREE HUNDRED FORTY FIVE THOUSAND AND NO/100

Dollars,

(Amount Paid)

From SUNRAM CONSTRUCTION INC

in FULL payment of

(Name of Payor)

all REMOVE VINYL SHEETING AND PERM. NZ14 SHEET PILING

(Kind of Material or Labor)

by the undersigned delivered or furnished to (or performed at)

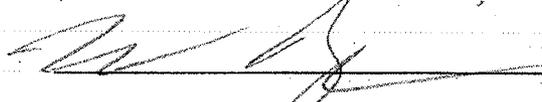
LAMBERT LAKE IMPROVEMENTS - VADNAIS HEIGHTS

(Street Address of Legal Description)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanics' lien against said premises for labor, skill or material furnished to said premises prior to the date hereof but payment has been made by check and this lien waiver is not valid until said check has cleared all banks.

Atlas Foundation Co, LLC

(Company Name)



(Signature)

Nicholas Rogge, CFO

(Printed Name and Title)

11730 Brockton Ln N

(Address)

Osseo, MN 55369

(City/State/Zip Code)

PLEASE SIGN & RETURN TO:  
SUNRAM CONSTRUCTION INC  
20010 75TH AVE NORTH  
CORCORAN MN 55340

OFFICE (763)420-2140

FAX (763)494-3951

20356

RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

N.B. - It is important that the following directions be closely followed as otherwise the receipt WILL NOT BE ACCEPTED:

- 1. This is a LEGAL INSTRUMENT and must be executed accordingly by officers of corporation and by partners in co-partnerships.
- 2. It is important that ALL the blanks be completed and the AMOUNT PAID BE SHOWN.
- 3. If payment is not in full to date, so state, SHOW UNPAID RETAINAGE \$22,164.00
- 4. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating and plastering materials, etc.
- 5. NO ERASURES OR ALTERATIONS MUST BE MADE.

7/8/2021

(Date)

The undersigned acknowledges having received payment of \$22,164.00 ✓

TWENTY TWO THOUSAND ONE HUNDRED SIXTY FOUR AND NO/100

Dollars,

(Amount Paid)

From SUNRAM CONSTRUCTION INC

in FULL payment of ✓

(Name of Payor)

all DECIDUOUS SHRUBS-RED OSIER DOGWOOD, PUSSY WILLOW, MEADOWSWEET

(Kind of Material or Labor)

by the undersigned delivered or furnished to (or performed at)

LAMBERT LAKE IMPROVEMENTS - VADNAIS HEIGHTS

(Street Address of Legal Description)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanics' lien against said premises for labor, skill or material furnished to said premises prior to the date hereof but payment has been made by check and this lien waiver is not valid until said check has cleared all banks.

Hoffman & McNamara Co

(Company Name)

*[Handwritten Signature]*

(Signature)

Mike McNamara, President

(Printed Name and Title)

9045 180th Street East

(Address)

Hastings, MN 55033

(City/State/Zip Code)

PLEASE SIGN & RETURN TO:  
SUNRAM CONSTRUCTION INC  
20010 75TH AVE NORTH  
CORCORAN MN 55340

OFFICE (763)420-2140

FAX (763)494-3951

RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

N.B. - It is important that the following directions be closely followed as otherwise the receipt WILL NOT BE ACCEPTED:

1. This is a LEGAL INSTRUMENT and must be executed accordingly by officers of corporation and by partners in co-partnerships.
2. It is important that ALL the blanks be completed and the AMOUNT PAID BE SHOWN.
3. If payment is not in full to date, so state, SHOW UNPAID RETAINAGE \$1,476.61
4. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating and plastering materials, etc.
5. NO ERASURES OR ALTERATIONS MUST BE MADE.

7/8/2021

(Date)

The undersigned acknowledges having received payment of \$34,552.56

THIRTY FOUR THOUSAND FIVE HUNDRED FIFTY TWO AND 56/100

(Amount Paid)

Dollars,

From SUNRAM CONSTRUCTION INC

(Name of Payor)

in FULL payment of

all SILT FENCE, SEDIMENT CONTROL LOG, EROSION CONTROL BLANKET, MULCH

(Kind of Material or Labor)

by the undersigned delivered or furnished to (or performed at)

LAMBERT LAKE IMPROVEMENTS - VADNAIS HEIGHTS

(Street Address of Legal Description)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanics' lien against said premises for labor, skill or material furnished to said premises prior to the date hereof but payment has been made by check and this lien waiver is not valid until said check has cleared all banks.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

*James Larson, Pres.*

(Printed Name and Title)

J & R Larson Grounds Maintenance

21716 Kenrick Avenue Ste #5

(Address)

Lakeville, MN 55044

(City/State/Zip Code)

PLEASE SIGN & RETURN TO:  
SUNRAM CONSTRUCTION INC  
20010 75TH AVE NORTH  
CORCORAN MN 55340

OFFICE (763)420-2140

FAX (763)494-3951

**RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS**

N.B. - It is important that the following directions be closely followed as otherwise the receipt WILL NOT BE ACCEPTED:

1. This is a LEGAL INSTRUMENT and must be executed accordingly by officers of corporation and by partners in co-partnerships.
2. It is important that ALL the blanks be completed and the AMOUNT PAID BE SHOWN.
3. If payment is not in full to date, so state, SHOW UNPAID RETAINAGE \$8,731.53
4. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating and plastering materials, etc.
5. NO ERASURES OR ALTERATIONS MUST BE MADE.

7/15/2021

(Date)

The undersigned acknowledges having received payment of \$15,295.00

FIFTEEN THOUSAND TWO HUNDRED NINETY FIVE AND NO/100

Dollars,

(Amount Paid)

From SUNRAM CONSTRUCTION INC

in FULL payment of

(Name of Payor)

all CONSTRUCTION STAKING

(Kind of Material or Labor)

by the undersigned delivered or furnished to (or performed at)

LAMBERT LAKE IMPROVEMENTS - VADNAIS HEIGHTS

(Street Address of Legal Description)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanics' lien against said premises for labor, skill or material furnished to said premises prior to the date hereof but payment has been made by check and this lien waiver is not valid until said check has cleared all banks.

Sambatek, Inc.

(Company Name)

Richard Marti

(Signature)

Richard Marti

(Printed Name and Title)

12800 Whitewater Dr Ste 300

(Address)

Minnetonka mn 55343

(City/State/Zip Code)

PLEASE SIGN & RETURN TO:  
SUNRAM CONSTRUCTION INC  
20010 75TH AVE NORTH  
CORCORAN MN 55340

OFFICE (763)420-2140  
FAX (763)494-3951

# CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:

*(Name and address)*

Vadnais Lake Area Water Management Organization  
 800 East County Road E  
 Vadnais Heights, MN 55127

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

*(Name and address)*

Lambert Lake Improvements Project

CONTRACT DATED: October 28, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

United Fire & Casualty Company  
 118 2nd Ave. SE  
 Cedar Rapids, IA 52407

, SURETY,

on bond of

*(Insert name and address of Contractor)*

Sunram Construction, Inc.  
 20010 75th Avenue North  
 Corcoran, MN 55340

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

*(Insert name and address of Owner)*

Vadnais Lake Area Water Management Organization  
 800 East County Road E  
 Vadnais Heights, MN 55127

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 09, 2021

*(Insert in writing the month followed by the numeric date and year.)*

United Fire & Casualty Company

*(Surety)*



*(Signature of authorized representative)*

Nicole M. Coty

Attorney-in-fact

*(Printed name and title)*

Attest:  
(Seal):




**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

NICOLE M. COTY, PATRICIA M. ROWAN, AMANDA PLANTENBERG, ERIN J. POHLMAN, JACQUELINE RILEY, NICOLE SAJI, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of September, 2021 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2. Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of September, 2019

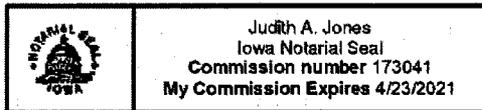
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*  
 Vice President



State of Iowa, County of Linn, ss:

On 23rd day of September, 2019, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of July, 2021.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

To: VLAWMO Board of Directors

From: Tyler Thompson, GIS Watershed Technician

Date: August 18, 2021

**Re: VII. E. 1. Cost Share Program – Landscape Level 2 Grant LL2 2021-01 City of WBL Morrison Curb Cut Rain Garden**

As previously updated, the 2021 City of White Bear Lake street reconstruction projects and City efforts have netted 1 applicable and willing homeowner to implement a curb cut rain garden and accept VLAWMO funding, in conjunction with the 2021 City street mill & overlay project. These are the sort of projects that VLAWMO staff has been looking to implement for years, and the proposed rain garden is also within the Goose Lake subwatershed, allowing us to build on top of on-going project efforts.

The RCSWCD has designed the project and has generated an opinion of total project cost at \$9,370. Being a curb cut rain garden taking and removing direct street runoff, pollutant reduction estimates are considerable, given the basin's size. After being put out for bid, the lowest construction bid of \$6,808.50 was accepted, with good prior partner working experience with the contractor. Via updated 2021 Landscape Level 2 policy, VLAWMO is able to cover up to 90% of project implementation and construction costs. Upon grant approval, the homeowner will sign into a 10-year Operations & Maintenance Agreement with VLAWMO.

#### **Staff and TEC Recommendation**

At their August 13<sup>th</sup> meeting, the TEC voted to recommend to the Board grant approval and funding for application LL2 2021-01 in the amount of \$6,127.65, or 90% of the project cost, as allowed by the updated Landscape Level 2 grant policy. Staff is also recommending approval and funding in this amount.

#### **Proposed Motion**

It was moved by \_\_\_\_ and seconded by \_\_\_\_ to approve Landscape Level 2 (LL2) Grant 2021-01 and funding of 90% of the project implementation costs, up to \$6,127.65.

Attached:

- ATT 1: LL2 2021-01 Application binder

# VLAWMO LANDSCAPE LEVEL 2 GRANT APPLICATION FORM

Please submit form & required materials to:  
 TYLER THOMPSON  
[tyler.thompson@vlawmo.org](mailto:tyler.thompson@vlawmo.org)  
 (651) 204-6071

Vadnais Lake Area Water  
 Management Organization  
 800 County Rd E East  
 Vadnais Heights, MN 55127  
[www.vlawmo.org](http://www.vlawmo.org)  
 (651) 204-6070

Please fill in the application as best as possible and use additional pages if necessary. Refer to the Grant Guidance document for further information or contact Tyler Thompson with any questions.

## APPLICANT INFORMATION

ORGANIZATION NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PROJECT SUMMARY

ESTIMATED **TOTAL** COST OF YOUR PROJECT: \$ \_\_\_\_\_ AMOUNT OF GRANT REQUESTED: \$ \_\_\_\_\_

AMOUNT & PERCENTAGE OF MATCHING FUNDS? (FROM LANDOWNER) \_\_\_\_\_

WHEN DO YOU PLAN TO COMPLETE YOUR PROJECT? \_\_\_\_\_

TYPE OF PROJECT THAT WILL BE COMPLETED:

- |   |  |  |                                |
|---|--|--|--------------------------------|
| Raingarden/<br>Infiltration<br>Basin <input type="checkbox"/> | Shoreline or<br>Streambank<br>Restoration <input type="checkbox"/> | Stormwater Retrofit <input type="checkbox"/> | Other <input type="checkbox"/> |
|---|--|--|--------------------------------|

If other, please describe proposed project: \_\_\_\_\_

PROJECT BACKGROUND

DESCRIBE THE PROJECT LOCATION, INCLUDING WATER RESOURCES WHICH MAY BORDER THE PROPERTY), OR WHICH WATERBODIES THE PROPERTY MAY DRAIN TO. WHAT ISSUE DO YOU HOPE TO ADDRESS WITH THIS PROJECT?

WHAT RESULTS WATER QUALITY RESULTS DO YOU HOPE TO ACHIEVE WITH THIS PROJECT?

ARE ANY PUBLIC EDUCATION EFFORTS OR PROJECT SIGNAGE PLANNED FOR THE PROJECT? PLEASE EXPLAIN:

PLEASE LIST OTHER PARTNERS WHO ARE PROVIDING FUNDING OR OTHER FORMS OF SUPPORT.

**PROJECT SPECIFICATIONS**

In order to be considered for a LL2 grant, information regarding the water quality benefit of your project (amount of stormwater and phosphorus captured) must be included. If a professional designer or contractor has determined the pollutant capture amounts, please include that information with the application. VLAWMO staff is also available to assist you in determining these calculations.

TOTAL PROPERTY AREA (SQ.FT.): _____	PROJECT SIZE (SQ.FT.): _____
--	---------------------------------

IMPERVIOUS AREA DRAINING TO PROJECT (SQ.FT.): _____	PERVIOUS AREA DRAINING TO PROJECT (SQ.FT.): _____
---	---

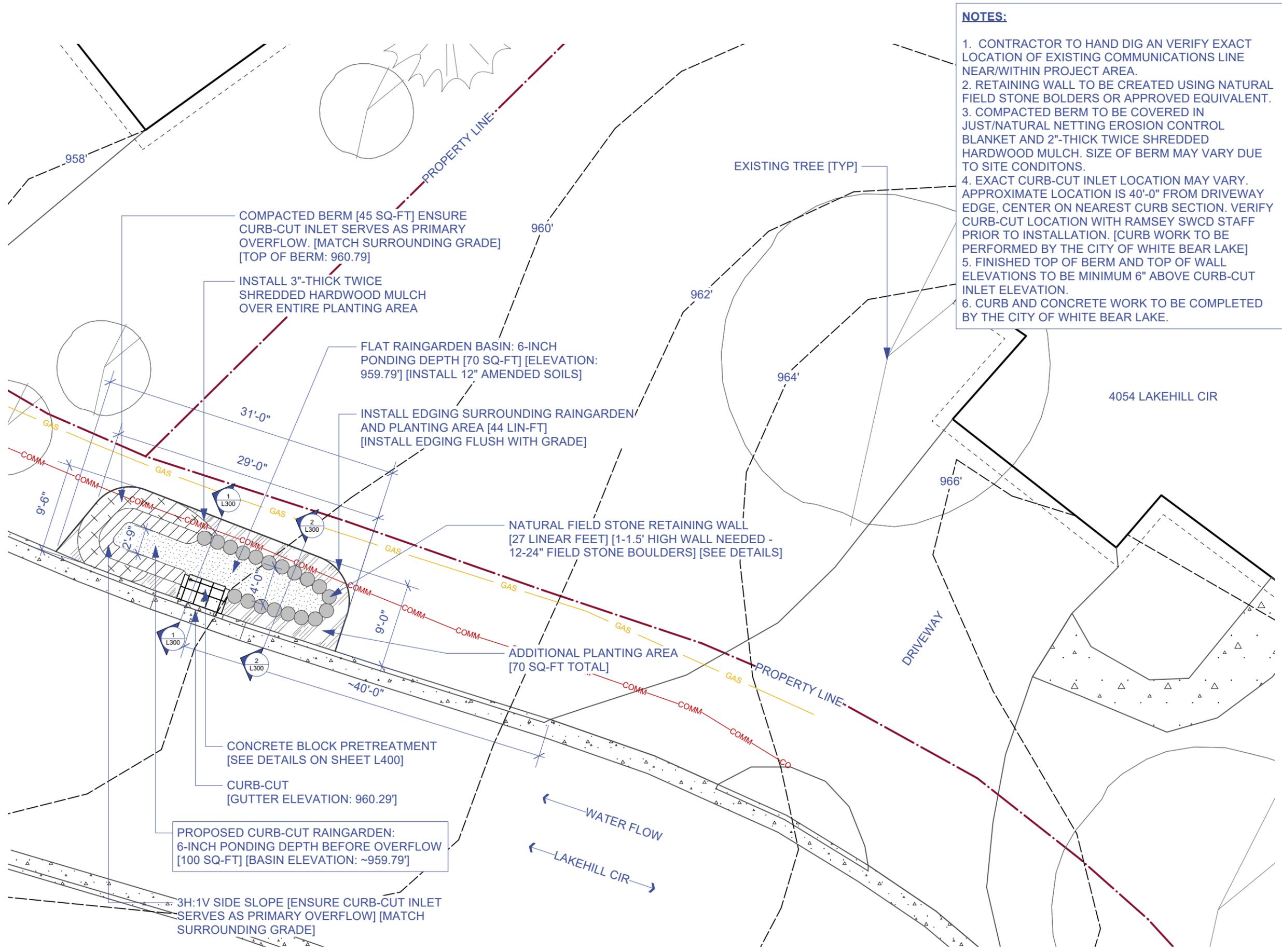
**IF YOUR PROJECT IS A RAINGARDEN, PLEASE PROVIDE THE FOLLOWING INFORMATION**

SOIL INFILTRATION RATE (INCHES/HR): _____	DEPTH OF RAINGARDEN (INCHES): _____
--	--

**ADDITIONAL REQUIRED MATERIALS**

TO COMPLETE YOUR APPLICATION, PLEASE INCLUDE AND ATTACH:

- Detailed final plan set of the proposed project, drafted by either a qualified professional or Engineer. Dependent upon the complexity of the project, VLAWMO may require project final designs be completed by qualifying professional or Engineer. Plans must either show water quality pollutant reductions, or must include project dimensions that enable VLAWMO staff to model the project for water quality benefits or stormwater reductions.
- Detailed project budget estimate with clear cost and material breakouts that equate to your total project cost estimate. Please review the VLAWMO Landscape Level 2 Cost Share Guidance document for eligible project materials that are applicable for grant funding.



- NOTES:**
1. CONTRACTOR TO HAND DIG AND VERIFY EXACT LOCATION OF EXISTING COMMUNICATIONS LINE NEAR/WITHIN PROJECT AREA.
  2. RETAINING WALL TO BE CREATED USING NATURAL FIELD STONE BOLDERS OR APPROVED EQUIVALENT.
  3. COMPACTED BERM TO BE COVERED IN JUST/NATURAL NETTING EROSION CONTROL BLANKET AND 2"-THICK TWICE SHREDDED HARDWOOD MULCH. SIZE OF BERM MAY VARY DUE TO SITE CONDITIONS.
  4. EXACT CURB-CUT INLET LOCATION MAY VARY. APPROXIMATE LOCATION IS 40'-0" FROM DRIVEWAY EDGE, CENTER ON NEAREST CURB SECTION. VERIFY CURB-CUT LOCATION WITH RAMSEY SWCD STAFF PRIOR TO INSTALLATION. [CURB WORK TO BE PERFORMED BY THE CITY OF WHITE BEAR LAKE]
  5. FINISHED TOP OF BERM AND TOP OF WALL ELEVATIONS TO BE MINIMUM 6" ABOVE CURB-CUT INLET ELEVATION.
  6. CURB AND CONCRETE WORK TO BE COMPLETED BY THE CITY OF WHITE BEAR LAKE.



**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOLD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

---

PROJECT: MORRISON RESIDENCE  
LOCATION:  
4054 LAKEHILL CIR  
WHITE BEAR LAKE, MN 55110  
WATERSHED DISTRICT:  


---

DESIGNER: BTO  
DATE: 5/28/2021  
REVISION:  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

---

NOTES:  
-ELEVATIONS ARE APPROXIMATE  
-UTILITY LOCATIONS ARE APPROXIMATE, CONFIRM LOCATIONS PRIOR TO WORK  
-CONTRACTOR ACQUIRE NECESSARY PERMITS PRIOR TO START  
-EXCAVATE WITH TRACKED EQUIPMENT ONLY  
-RIP UNDERLYING SOILS 6-12" TO REMOVE COMPACTION  
-SIZE AND SHAPE OF RAINGARDEN MAY VARY  
-MAINTAIN SQUARE FEET AND PONDING DEPTH  
-ORIGINAL SHEET SIZE: 11"x17"

---

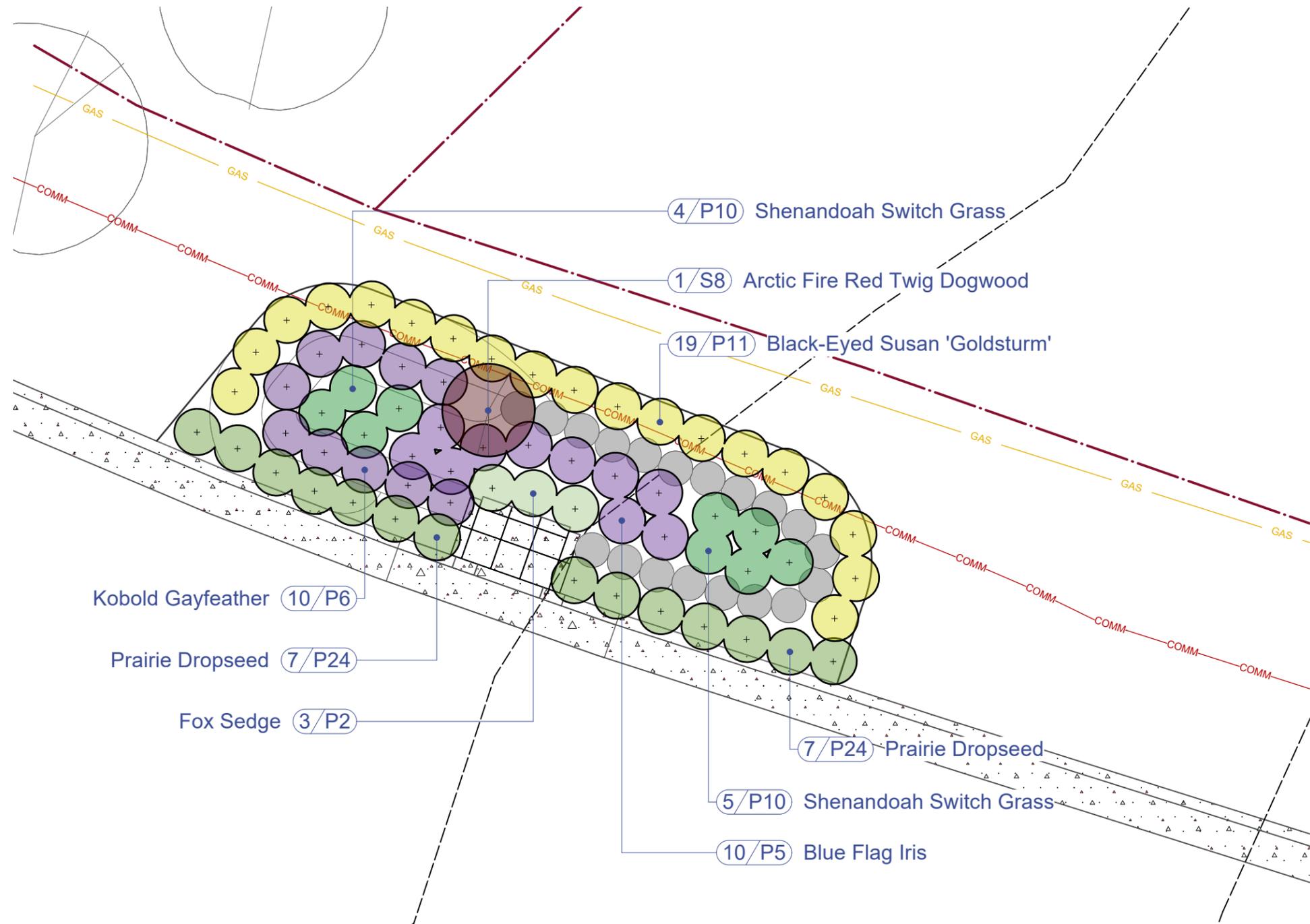
SCALE: 1"=10'-0" N

---

**LAYOUT PLAN**

---

**L100**



PLANT SCHEDULE					
ID	Qty	Latin Name	Common Name	Size	Spacing (ft)
P2	3	Carex vulpinoidea	Fox Sedge	4" Pot	2
P5	10	Iris versicolor	Blue Flag Iris	4" Pot	2
P6	10	Liatis spicata 'Kobold'	Kobold Gayfeather	#1 Cont.	2
P10	9	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	#1 Cont.	2
P11	19	Rudbeckia hirta 'Goldsturm'	Black-Eyed Susan 'Goldsturm'	#1 Cont.	2
P24	14	Sporobolus heterolepis	Prairie Dropseed	#1 Cont.	2
S8	1	Cornus sericea 'Farrow'	Arctic Fire Red Twig Dogwood	2 Gallon	-
	<b>66</b>	<b>TOTAL PLANTS</b>			



**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOLD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

---

PROJECT: MORRISON RESIDENCE  
LOCATION:  
4054 LAKEHILL CIR  
WHITE BEAR LAKE, MN 55110  
WATERSHED DISTRICT:  
 VLAWMO  
Valdun Lake Area  
Water Management Organization

---

DESIGNER: BTO  
DATE: 5/28/2021  
REVISION:  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

---

NOTES:  
-CALL GOPHER ONE TO MARK UTILITIES BEFORE DIGGING  
-PLANT PERENNIALS 24" O.C.  
[SEE PLANT SCHEDULE]  
[PLANT LOCATION MAY VARY]  
-PLANT SUBSTITUTIONS MUST BE APPROVED BY SWCD STAFF  
-ORIGINAL SHEET SIZE: 11"x17"

---

SCALE: 3/16"=1'-0" N  
↑

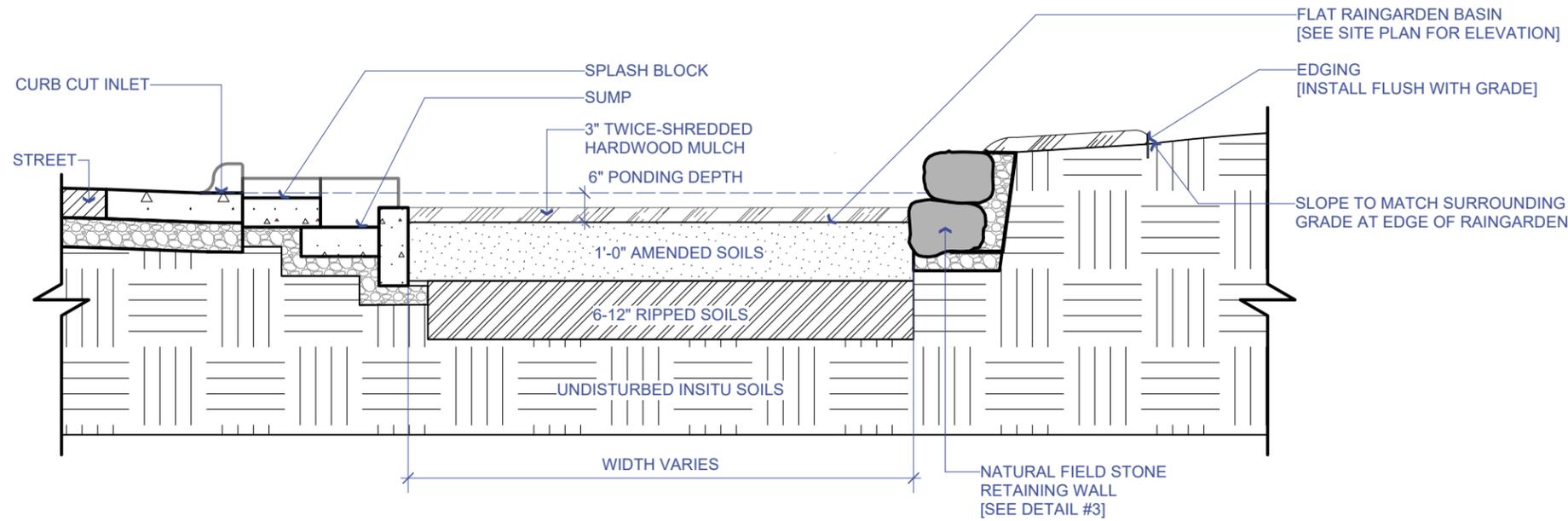
---

PLANTING PLAN

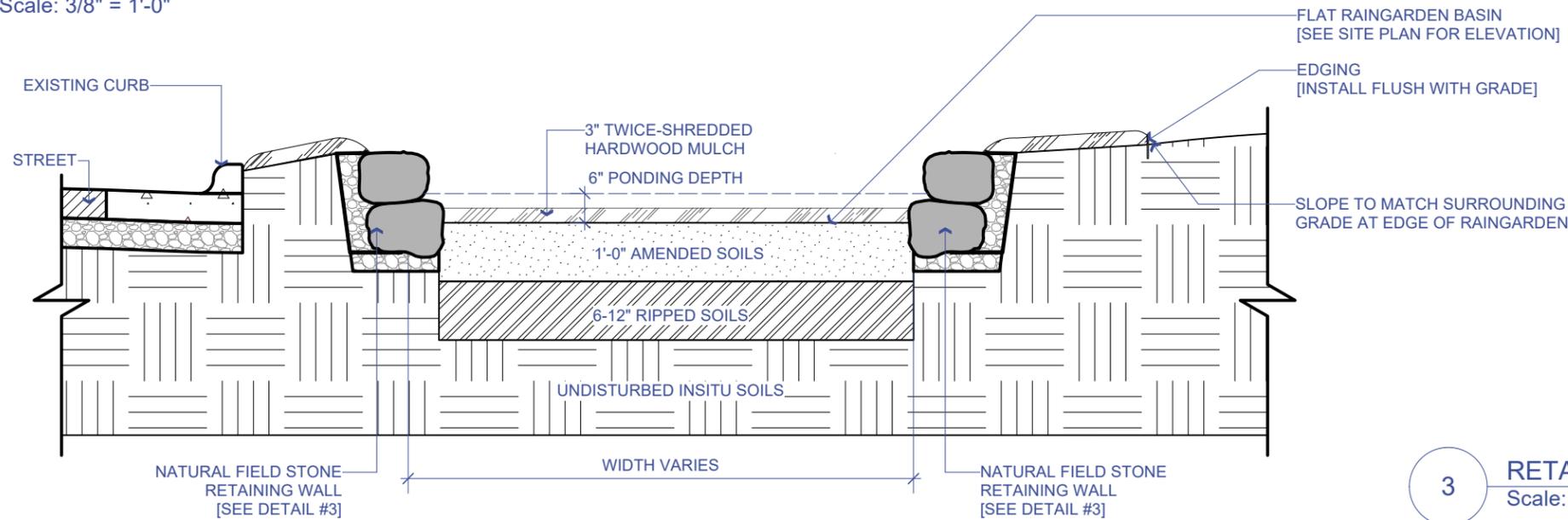
---

L200

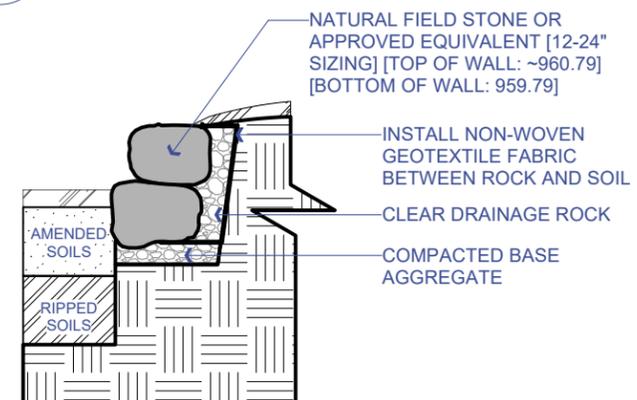
**1 RAINGARDEN SECTION #1**  
Scale: 3/8" = 1'-0"



**2 RAINGARDEN SECTION #2**  
Scale: 3/8" = 1'-0"



**3 RETAINING WALL DETAIL**  
Scale: 3/8" = 1'-0"



- NOTES:**
- EXCAVATE RAIN GARDEN TO 2'-0" BELOW GUTTER. SCARIFY AN ADDITIONAL 6" BEFORE BACKFILLING WITH AMENDED SOILS.
  - THE PLANTING MEDIUM AND MULCH SHALL BE PLACED IN SUCH A WAY AS TO LIMIT THE AMOUNT OF COMPACTION OF THE SUB-SOILS.
  - OFFSET SPLASH PAD FROM CURB CUT OPENING IN DIRECTION OF WATER FLOW ON STREET.
  - NO GEOTEXTILE TO BE USED BETWEEN NATIVE AND ENGINEERED SOILS
  - INSTALL EDGING SURROUNDING PLANTING BED AND RAINGARDEN. INSTALL EDGING FLUSH WITH GRADE TO ENSURE WATER MAY FLOW FREELY INTO RAINGARDEN BASIN.

**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOLD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

PROJECT: MORRISON RESIDENCE  
LOCATION:  
4054 LAKEHILL CIR  
WHITE BEAR LAKE, MN 55110  
WATERSHED DISTRICT:  
 VLAWMO  
Valdun Lake Area  
Water Management Organization

DESIGNER: BTO  
DATE: 5/28/2021  
REVISION:  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

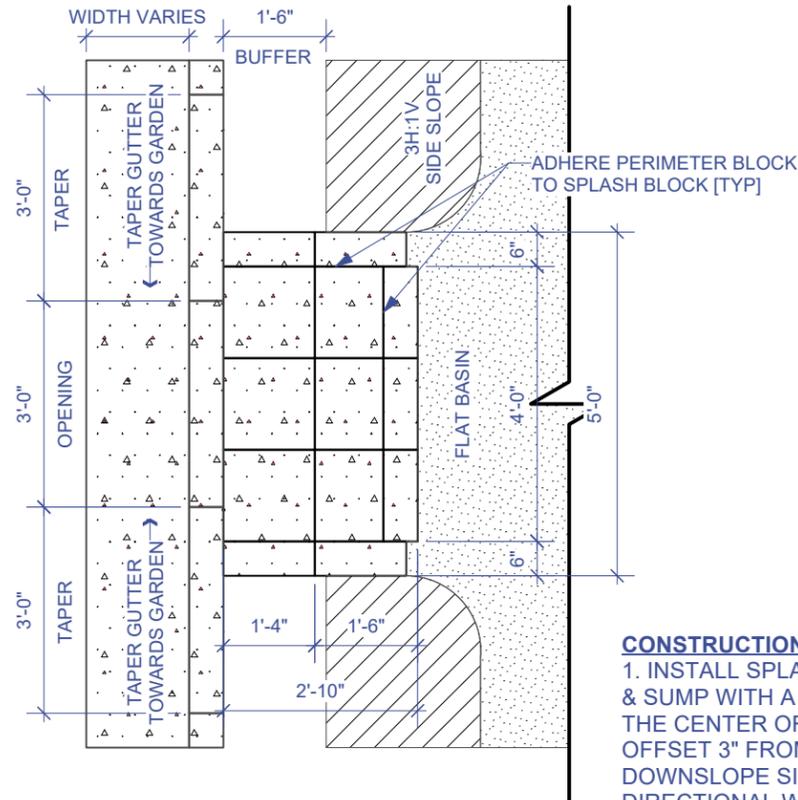
NOTES:  
-CONTACT GOPHER STATE ONE CALL TO CONFIRM UTILITY LOCATIONS PRIOR TO WORK  
-EXCAVATE WITH TRACKED EQUIPMENT ONLY  
-MAINTAIN SQUARE FEET AND DEPTH  
-SUBSTITUTIONS TO CONSTRUCTION DESIGN AND MATERIALS MUST BE APPROVED PRIOR TO INSTALLATION  
-ORIGINAL SHEET SIZE: 11"x17"

SCALE:

**SITE DETAILS:  
RAINGARDEN**

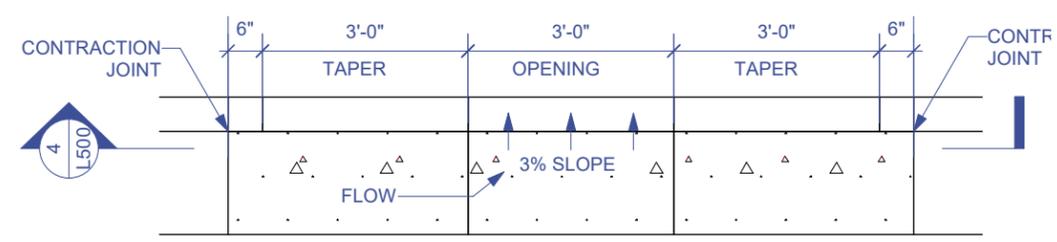
**L300**

**1 SPLASH BLOCK STEP DOWN & SUMP: PLAN VIEW**  
Scale: 3/8" = 1'-0"

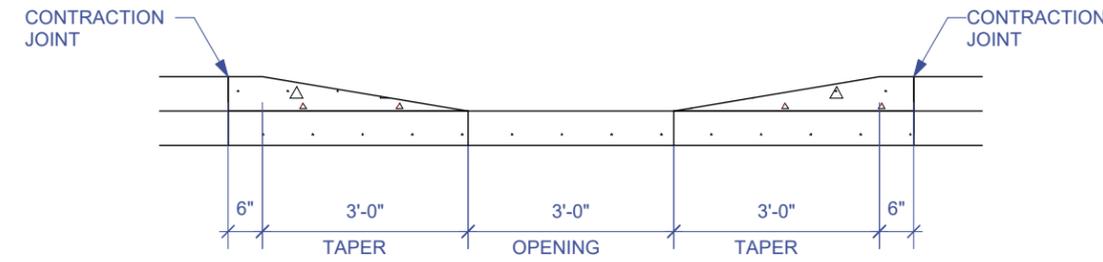


**CONSTRUCTION NOTE:**  
1. INSTALL SPLASH BLOCK STEP DOWN & SUMP WITH A 3" OFFSET FROM THE CENTER OF CURB CUT OPENING. OFFSET 3" FROM CENTER TOWARDS DOWNSLOPE SIDE, CONSISTENT WITH DIRECTIONAL WATER FLOW

**3 CURB CUT DETAIL [PLAN]**  
Scale: 3/8" = 1'-0"

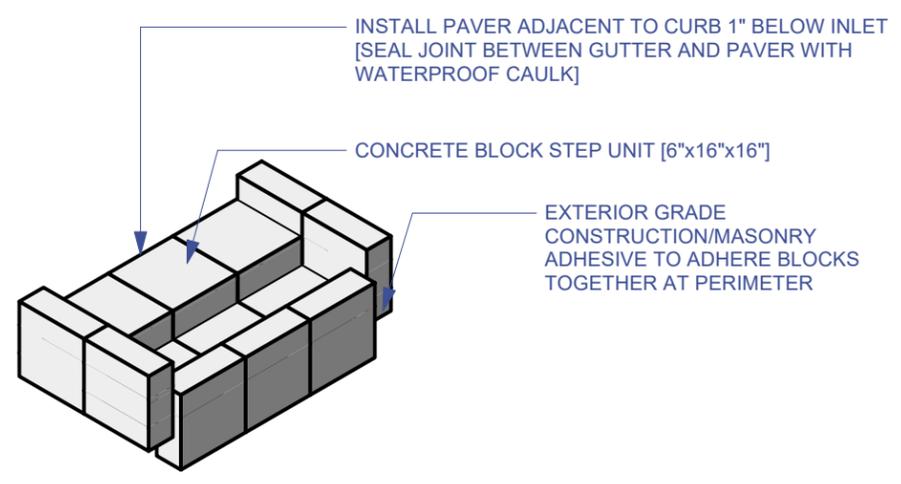
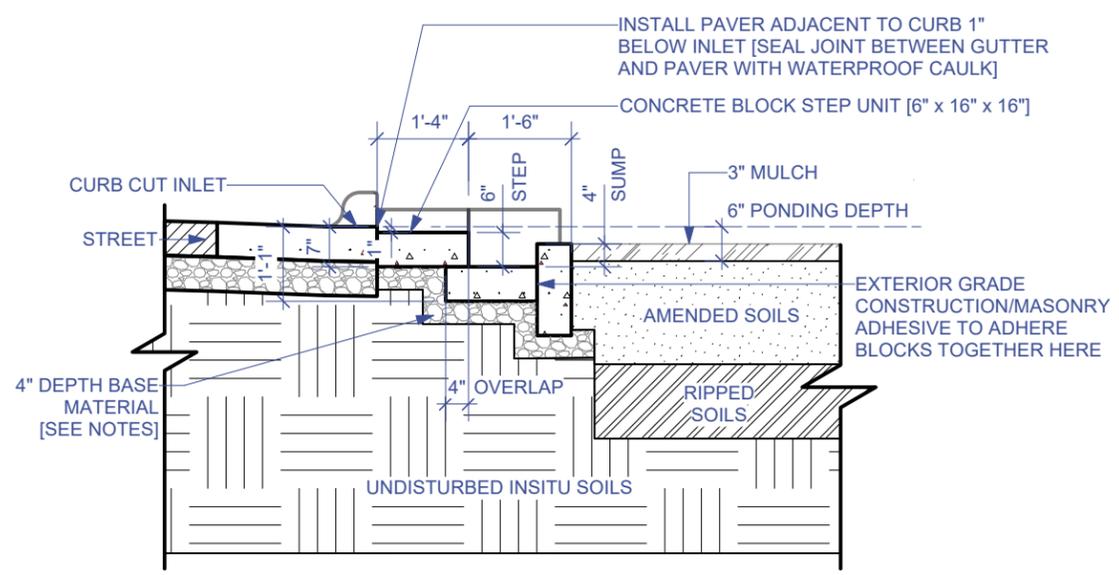


**4 CURB CUT DETAIL [SECTION]**  
Scale: 3/8" = 1'-0"



- NOTES:**
1. SAW CUT 1'-3" TAPERS AT UNIFORM ANGLE FROM TOP CURB TO GUTTER
  2. SAW CUT 1'-6" OPENING IN CURB
  3. MINIMUM 3% SLOPE FROM GUTTER TO BACK OF CURB
  4. IF CURB FRACTURES DURING CUTTING CONTACT ENGINEER
  5. CURB SECTION LENGTH MAY VARY
  6. TAPER LENGTH MAY VARY
  7. MAINTAIN CURB-CUT OPENING LENGTH
  8. ALTERNATE: REMOVAL AND REPLACEMENT OF ENTIRE CURB SECTION MAY BE PERFORMED AS ALTERNATE TO SAW-CUTTING CURB-CUT OPENING.
  9. CURB WORK TO BE COMPLETED BY THE CITY OF WHITE BEAR LAKE.

**2 SPLASH BLOCK STEP DOWN & SUMP: SECTION-ELEVATION/ISOMETRIC VIEW**  
Scale: 3/8" = 1'-0"



- NOTES:**
1. EXCAVATE RAIN GARDEN TO 1'-9" BELOW GUTTER.
  2. INSTALL AND COMPACT BASE MATERIAL [WASHED SAND, WASHED AGGREGATE OR APPROVED ALTERNATE]
  3. INSTALL PAVER SUMP AND SPLASH BLOCK TO A FINISHED HEIGHT OF 1" BELOW THE CURB-CUT INLET
  4. SEAL JOINT BETWEEN GUTTER AND PAVER WITH WATERPROOF CAULK

**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOLD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

PROJECT: MORRISON RESIDENCE  
LOCATION:  
4054 LAKEHILL CIR  
WHITE BEAR LAKE, MN 55110  
WATERSHED DISTRICT:  
**VLAWMO**  
Valdus Lake Area  
Water Management Organization

DESIGNER: BTO  
DATE: 5/28/2021  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

NOTES:  
-CONTACT GOPHER STATE ONE CALL TO CONFIRM UTILITY LOCATIONS PRIOR TO WORK  
-EXCAVATE WITH TRACKED EQUIPMENT ONLY  
-MAINTAIN SQUARE FEET AND DEPTH  
-SUBSTITUTIONS TO CONSTRUCTION DESIGN AND MATERIALS MUST BE APPROVED PRIOR TO INSTALLATION  
--ORIGINAL SHEET SIZE: 11"x17"

SCALE:

**SITE DETAILS:  
PRE-TREATMENT &  
CURB-CUT**

**L400**

ALL ITEMS AS SPECIFIED BELOW ARE ESTIMATE ONLY - NOT A BID SHEET - FOR REFERENCE USE ONLY

Morrison Residence  
 4054 Lakehill Cir  
 White Bear Lake, MN 55110  
 BMP Type: Curb Cut Raingarden w/ Pre-Treatment  
 Number of BMPs: 1

County: Ramsey  
 Date: 28-May-21

**CURB-CUT RAINGARDEN**

Item	Qty	Unit	Unit Cost	Amount
Excavation, Grading, Ripping Soil (Tracked Equipment only in excavation area)	10.00	CY	\$ 60.00	\$ 600.00
Mobilization	1.00	LS	\$ 1,000.00	\$ 1,000.00
Deliveries (Soil, Plants, etc.)	3.00	EA	\$ 175.00	\$ 525.00
Soil Haul Away/Disposal (use excavated soil for berm creation prior to haul away)	3.00	CY	\$ 75.00	\$ 225.00
Splash Blocks and Sump Base Material:	0.50	TON	\$ 200.00	\$ 100.00
Aggregate/Washed Sand/Pea Gravel (or equivalent)				
Concrete Splash Blocks and Sump Installation [16"x16"x6" Blocks - 13]	1.00	LS	\$ 1,600.00	\$ 1,600.00
Field Stone Boulder Wall Installation - 12-24" natural field stone boulders	40.00	SQ-FT	\$ 60.00	\$ 2,400.00
[including: 1-2 courses, ~1 ton clear drainage rock, ~.75 ton compacted aggregate base, fabric]				
Soils: Soil Amendment (80% Washed No.2 Sand, 20% Leaf Compost- MNDOT Grade II)	2.50	CY	\$ 110.00	\$ 275.00
Edging (Metal: 1/8" x 6" x 8') [Steel]	44.00	LF	\$ 12.00	\$ 528.00
EC Blanket: Geo-Jute or C125 (or equivalent jute/natural netting blanket)	45.00	SQ-FT	\$ 1.50	\$ 67.50
(secure with biodegradable stakes - for compacted berm area)				
Twice-Shredded Hardwood Mulch (2-3" depth)	2.00	YD	\$ 90.00	\$ 180.00
Native Plant: 4" Pot (or approved equivalent)	13.00	EA	\$ 10.00	\$ 130.00
Native Plant: #1 Container (or approved equivalent)	52.00	EA	\$ 17.00	\$ 884.00
Native Shrub: 2 Gallon (or approved equivalent)	1.00	EA	\$ 55.00	\$ 55.00
Site Restoration (repair any turfgrass damaged outside of raingarden area)	1.00	LS	\$ 800.00	\$ 800.00
			Subtotal	\$ 9,369.50

**ADD/DEDUCT BID ITEMS (AS NECESSARY)**

1]	\$	-	\$	-
2]	\$	-	\$	-
3]	\$	-	\$	-
4]	\$	-	\$	-
5]	\$	-	\$	-
6]	\$	-	\$	-
			Subtotal	\$ -

**PROJECT TOTAL**

Project Estimate	\$	9,369.50
:-10%	\$	8,432.55
:+10%	\$	10,306.45
Estimated WD/WMO Grant Award:		\$7,027.13
Potential Grant Award Total:		\$7,027.13
Estimated Landowner Cost:		\$2,342.38

Soil & Water Conservation Division  
 2015 Van Dyke Street  
 Maplewood, MN 55109  
[www.ramseycounty.us](http://www.ramseycounty.us)

## Summary Information

### Performance Goal Requirement

Performance goal volume retention requirement:	2189	ft <sup>3</sup>
Volume removed by BMPs towards performance goal:	85	ft <sup>3</sup>
<b>Percent volume removed towards performance goal</b>	<b>4</b>	<b>%</b>

### Annual Volume and Pollutant Load Reductions

Post development annual runoff volume	1.6022	acre-ft
Annual runoff volume removed by BMPs:	0.2528	acre-ft
<b>Percent annual runoff volume removed:</b>	<b>16</b>	<b>%</b>

Post development annual particulate P load:	0.719	lbs
Annual particulate P removed by BMPs:	0.114	lbs
Post development annual dissolved P load:	0.588	lbs
Annual dissolved P removed by BMPs:	0.093	lbs
<b>Percent annual total phosphorus removed:</b>	<b>16</b>	<b>%</b>

Post development annual TSS load:	237.5	lbs
Annual TSS removed by BMPs:	37.5	lbs
<b>Percent annual TSS removed:</b>	<b>16</b>	<b>%</b>

## BMP Summary

### Performance Goal Summary

BMP Name	BMP Volume Capacity (ft <sup>3</sup> )	Volume Received (ft <sup>3</sup> )	Volume Retained (ft <sup>3</sup> )	Volume Outflow (ft <sup>3</sup> )	Percent Retained (%)
4054 CC RG	85	1370	85	1285	6

### Annual Volume Summary

BMP Name	Volume From Direct Watershed (acre-ft)	Volume From Upstream BMPs (acre-ft)	Volume Retained (acre-ft)	Volume outflow (acre-ft)	Percent Retained (%)
4054 CC RG	0.866	0	0.2528	0.6132	29

### Particulate Phosphorus Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained (%)
4054 CC RG	0.3886	0	0.1135	0.2751	29

To: VLAWMO Board of Directors

From: Tyler Thompson, GIS Watershed Technician

Date: August 18, 2021

**Re: VII. E. 2. Cost Share Program – Landscape Level 2 Grant LL2 2021-02 City of Vadnais Heights Parking Lot Rain Garden**

After gas utility conflicts ruled out curb cut rain gardens for 2021 Vadnais Heights street reconstructions, Jesse Farrell, City Engineer, mentioned the Bridgewood Park parking lot and driveway mill and overlay, and asked about the possibility of a retrofit project.

The RCSWCD has designed a 785 square foot curb cut rain garden to include 2 Rain Guardian catch basins, and would collect and treat nearly all of the parking lot and driveway drainage that currently goes straight into the storm sewer, out-letting untreated into an adjacent wetland. The City issued a change order to completely change the grading of the parking lot, cap the center parking lot storm sewer drain, and install a section of curb for connection to the rain garden. This is an estimated \$9,200 of addition cost, paid by the City, and not including added engineering costs that were necessary to make the rain garden work. Parking lot reconstruction is slated to begin the week of August 16<sup>th</sup>.

The Opinion of Cost for the rain garden is estimated at \$29,956 by the RCSWCD, and the project was released for bid on August 12<sup>th</sup>, with bids due on August 30<sup>th</sup>. The City of Vadnais Heights has submitted a Landscape Level 2 application for the project and is requesting funding for the rain garden up to \$33,000 for a 10% contingency funding above the project's estimated cost. The final selected bid price will determine the actual VLAWMO grant value, but shall not exceed \$33,000. If the lowest acceptable bid comes in above \$33K, all will be rejected, and the project will go back out for bid this winter for 2022 construction. A 10-year Operations & Maintenance Agreement would be signed with the City. The grant funding would not come from VLAWMO's Landscape Level 2 grant fund, but from the \$60,000 BWSR Watershed-Based Implementation Grant we have secured from '21-'23, as this is the exact type of project we're trying to implement with these BWSR grant funds.

**Staff and TEC Recommendation**

At their August 13<sup>th</sup> meeting, the TEC voted to recommend to the Board grant approval and funding for application LL2 2021-02 in the amount up to \$33,000 for project construction, as allowed by the updated Landscape Level 2 grant policy. Staff is also recommending approval and funding in this amount.

**Proposed Motion**

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve Landscape Level 2 (LL2) Grant 2021-02 and funding of project implementation costs, up to \$33,000.

Attached: LL2 2021-02 Application binder



## VLAWMO LANDSCAPE LEVEL 2 GRANT APPLICATION FORM

Please submit form & required materials to:  
TYLER THOMPSON  
[tyler.thompson@vlawmo.org](mailto:tyler.thompson@vlawmo.org)  
(651) 204-6071

Vadnais Lake Area Water  
Management Organization  
800 County Rd E East  
Vadnais Heights, MN 55127  
[www.vlawmo.org](http://www.vlawmo.org)  
(651) 204-6070

Please fill in the application as best as possible and use additional pages if necessary. Refer to the Grant Guidance document for further information or contact Tyler Thompson with any questions.

### APPLICANT INFORMATION

ORGANIZATION NAME: City of Vadnais Heights

CONTACT PERSON: Jesse Farrell, City Engineer

ADDRESS: 800 County Rd E East CITY: Vadnais Heights ZIP: 55127

PHONE: 651-204-6050 EMAIL: jesse.farrell@cityvadnaisheights.com

### PROJECT SUMMARY

ESTIMATED TOTAL COST  
OF YOUR PROJECT: \$ 39,160+ AMOUNT OF GRANT REQUESTED: \$ 33,000

AMOUNT & PERCENTAGE OF MATCHING  
FUNDS? (FROM LANDOWNER) \$9,200 or estimated 15.7%

WHEN DO YOU PLAN TO COMPLETE YOUR PROJECT? Fall 2021 or Spring 2022

#### TYPE OF PROJECT THAT WILL BE COMPLETED:

Raingarden/  
Infiltration Basin       Shoreline or  
Streambank Restoration       Stormwater Retrofit       Other

If other, please describe proposed project: \_\_\_\_\_

### PROJECT BACKGROUND

DESCRIBE THE PROJECT LOCATION, INCLUDING WATER RESOURCES WHICH MAY BORDER THE PROPERTY), OR WHICH WATERBODIES THE PROPERTY MAY DRAIN TO. WHAT ISSUE DO YOU HOPE TO ADDRESS WITH THIS PROJECT?

The Bridgewood Park area is within the Lambert Creek subwatershed, but not directly connected to Lambert Creek. However, the Bridgewood Park parking lot and driveway are .22 acres of impervious area that drain untreated directly into the VLAWMO-designated wetland SE of the Park. The proposed rain garden would remove 90% of the nutrients and sediment before overflowing into the downstream wetland.

WHAT RESULTS WATER QUALITY RESULTS DO YOU HOPE TO ACHIEVE WITH THIS PROJECT?

Direct total phosphorus, sediment removal, and volume reduction of stormwater coming off of the driveway and parking lot. Estimated reduction of: .465 lbs of total phosphorus, 84.5 lbs of sediment, and 186,000 gallons of stormwater removed per year.

ARE ANY PUBLIC EDUCATION EFFORTS OR PROJECT SIGNAGE PLANNED FOR THE PROJECT? PLEASE EXPLAIN:

Yes, an educational sign will be designed and constructed upon project completion, in concert with VLAWMO staff, along with other pursued E&O efforts with community volunteers and groups.

PLEASE LIST OTHER PARTNERS WHO ARE PROVIDING FUNDING OR OTHER FORMS OF SUPPORT.

The Vadnais Lake Area WMO and Board of Water & Soil Resources.

**PROJECT SPECIFICATIONS**

In order to be considered for a LL2 grant, information regarding the water quality benefit of your project (amount of stormwater and phosphorus captured) must be included. If a professional designer or contractor has determined the pollutant capture amounts, please include that information with the application. VLAWMO staff is also available to assist you in determining these calculations.

TOTAL PROPERTY AREA (SQ.FT.):	<b>7.05 ac</b>	PROJECT SIZE (SQ.FT.):	<b>785 sf</b>
-------------------------------	----------------	------------------------	---------------

IMPERVIOUS AREA DRAINING TO PROJECT (SQ.FT.):	<b>.22 ac</b>	PERVIOUS AREA DRAINING TO PROJECT (SQ.FT.):	<b>.26 ac</b>
---	---------------	---	---------------

**IF YOUR PROJECT IS A RAINGARDEN, PLEASE PROVIDE THE FOLLOWING INFORMATION**

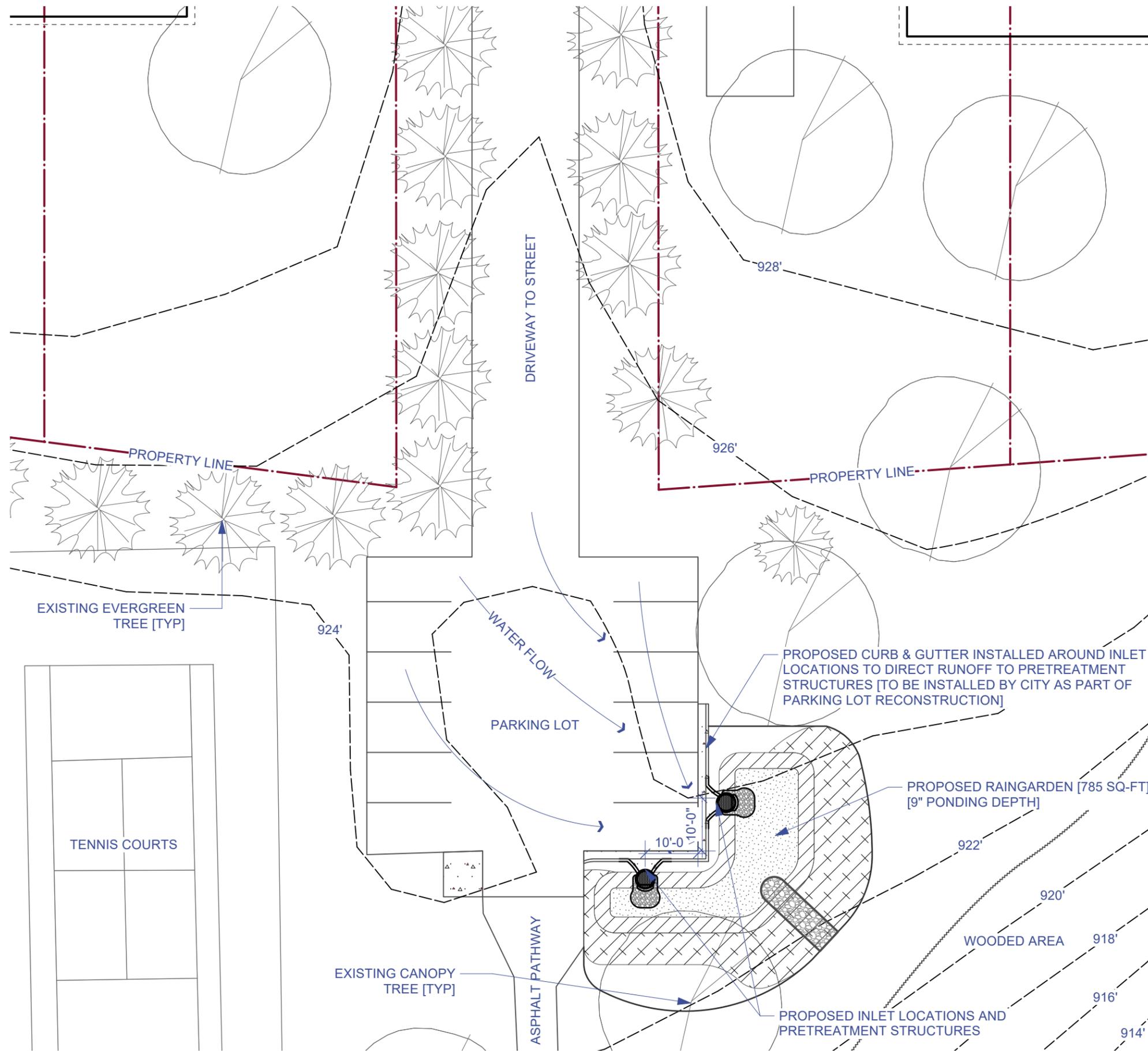
SOIL INFILTRATION RATE (INCHES/HR):	<b>1.63"/hr</b>	DEPTH OF RAINGARDEN (INCHES):	<b>9"</b>
-------------------------------------	-----------------	-------------------------------	-----------

**ADDITIONAL REQUIRED MATERIALS**

**TO COMPLETE YOUR APPLICATION, PLEASE INCLUDE AND ATTACH:**

- Detailed final plan set of the proposed project, drafted by either a qualified professional or Engineer. Dependent upon the complexity of the project, VLAWMO may require project final designs be completed by qualifying professional or Engineer. Plans must either show water quality pollutant reductions, or must include project dimensions that enable VLAWMO staff to model the project for water quality benefits or stormwater reductions.
- Detailed project budget estimate with clear cost and material breakouts that equate to your total project cost estimate. Please review the VLAWMO Landscape Level 2 Cost Share Guidance document for eligible project materials that are applicable for grant funding.





**PROJECT INFORMATION:**

**BRIDGEWOOD PARK RAINGARDEN**

4224 1/2 BRIDGEWOOD TERRACE  
VADNAIS HEIGHTS, MN 55127

RAINGARDEN TO BE INSTALLED AFTER  
COMPLETION OF PARKING LOT  
PAVEMENT RECONSTRUCTION.



**RAMSEY  
COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOLD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

PROJECT: BRIDGEWOOD PARK  
LOCATION:  
VADNAIS HEIGHTS, MN

WATERSHED DISTRICT:



DESIGNER: BTO  
DATE: 7/20/2021  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

**NOTES:**

- ELEVATIONS ARE APPROXIMATE
- UTILITY LOCATIONS ARE APPROXIMATE, CONFIRM LOCATIONS PRIOR TO WORK
- CONTRACTOR ACQUIRE NECESSARY PERMITS PRIOR TO START
- EXCAVATE WITH TRACKED EQUIPMENT ONLY
- RIP UNDERLYING SOILS 6-12" TO REMOVE COMPACTION
- SIZE AND SHAPE OF RAINGARDEN MAY VARY
- MAINTAIN SQUARE FEET AND PONDING DEPTH
- ORIGINAL SHEET SIZE: 11"x17"

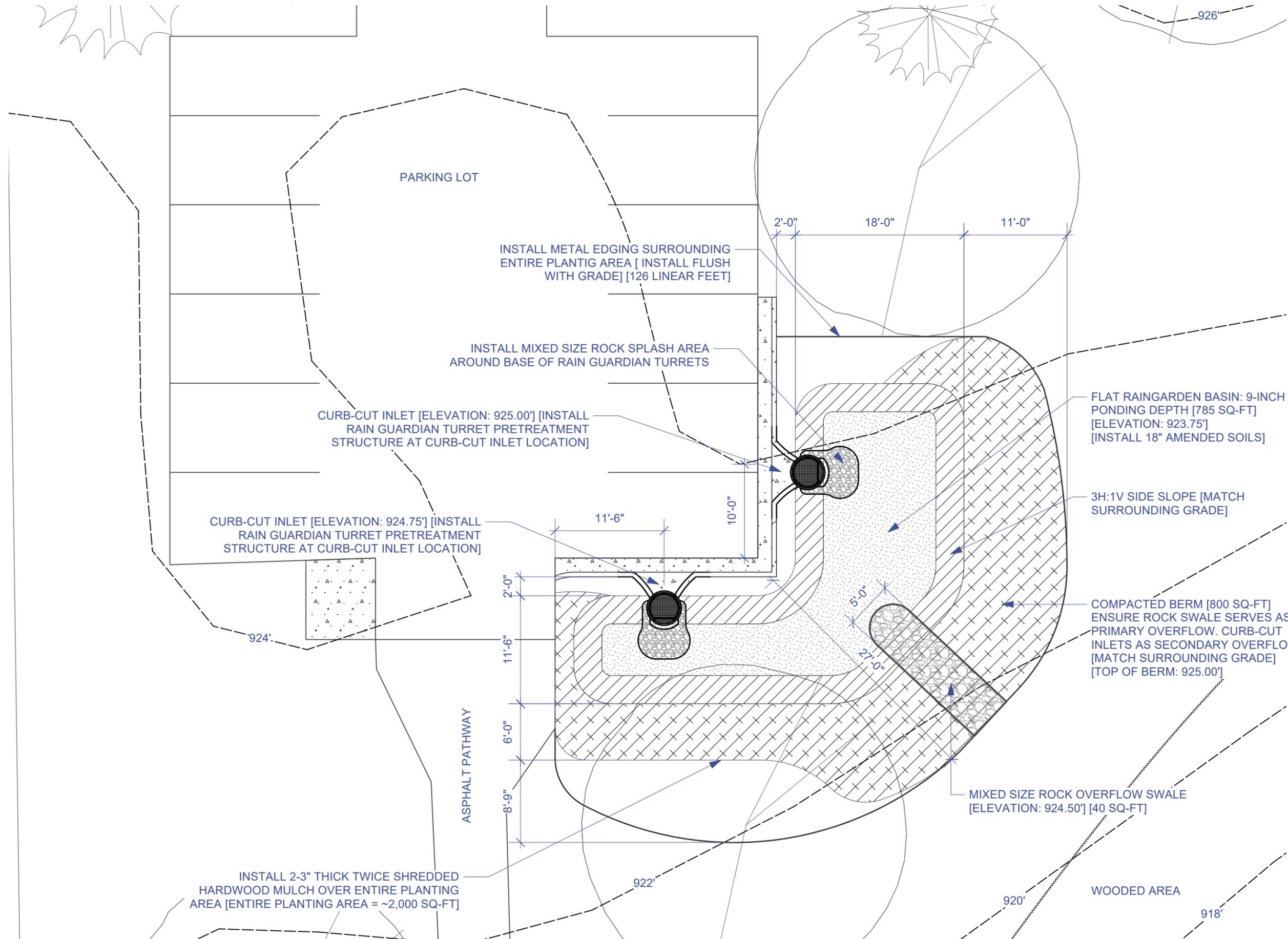
SCALE: 1"=20'-0"

N



SITE PLAN

L100



**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOLD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

---

PROJECT: BRIDGEWOOD PARK  
LOCATION:  
VADNAIS HEIGHTS, MN

---

WATERSHED DISTRICT:  
**VLAWMO**  
Valdun Lake Area  
Water Management Organization

---

DESIGNER: BTO  
DATE: 6/2/2021  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

---

NOTES:  
-ELEVATIONS ARE APPROXIMATE  
-UTILITY LOCATIONS ARE APPROXIMATE, CONFIRM LOCATIONS PRIOR TO WORK  
-CONTRACTOR ACQUIRE NECESSARY PERMITS PRIOR TO START  
-EXCAVATE WITH TRACKED EQUIPMENT ONLY  
-RIP UNDERLYING SOILS 6-12" TO REMOVE COMPACTION  
-SIZE AND SHAPE OF RAINGARDEN MAY VARY  
-MAINTAIN SQUARE FEET AND PONDING DEPTH  
-ORIGINAL SHEET SIZE: 11"x17"

---

SCALE: 1"=10'-0" N

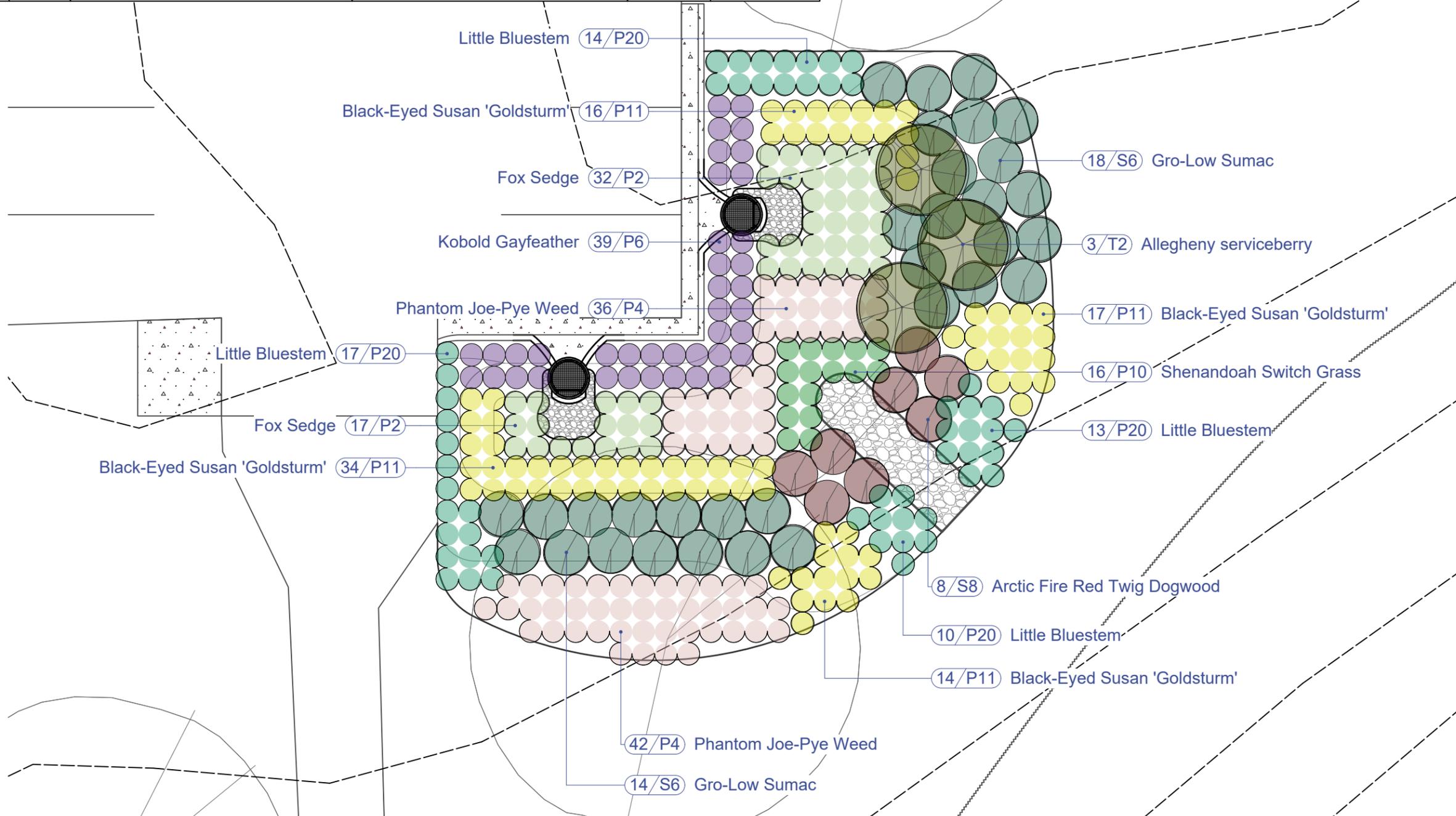
---

LAYOUT PLAN

---

L200

PLANT SCHEDULE					
ID	Qty	Latin Name	Common Name	Size	Spacing (ft)
P2	49	Carex vulpinoidea	Fox Sedge	4" Pot	2
P4	78	Eupatorium 'Phantom'	Phantom Joe-Pye Weed	#1 Cont.	2
P6	39	Liatris spicata 'Kobold'	Kobold Gayfeather	#1 Cont.	2
P10	16	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	#1 Cont.	2
P11	81	Rudbeckia hirta 'Goldsturm'	Black-Eyed Susan 'Goldsturm'	#1 Cont.	2
P20	54	Schizachyrium scoparium	Little Bluestem	4" Pot	2
S6	32	Rhus aromatica 'Gro-low'	Gro-Low Sumac	2 Gallon	4
S8	8	Cornus sericea 'Farrow'	Arctic Fire Red Twig Dogwood	2 Gallon	4
T2	3	Amelanchier laevis	Allegheny serviceberry	10 Gallon	8
	<b>360</b>	<b>TOTAL PLANTS</b>			





**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
 1425 PAUL KIRKWOLD DR  
 ARDEN HILLS, MN 55112  
 651-266-7280  
 www.ramseycounty.us

---

PROJECT: BRIDGEWOOD PARK  
 LOCATION: VADNAIS HEIGHTS, MN

---

WATERSHED DISTRICT:



**VLAWMO**  
 Vadnaiss Lake Area  
 Water Management Organization

---

DESIGNER: BTO  
 DATE: 7/20/2021  
 REVISION:  
 REVISION:  
 REVISION:  
 REVISION:  
 CHECKED BY: JL  
 TAA:

---

NOTES:  
 -CALL GOPHER ONE TO MARK UTILITIES BEFORE DIGGING  
 -SEE PLANT SCHEDULE FOR SPACING [PLANT LOCATION MAY VARY]  
 -PLANT SUBSTITUTIONS MUST BE APPROVED BY SWCD STAFF  
 -ORIGINAL SHEET SIZE: 11"x17"

---

SCALE: 1"=10'-0" N

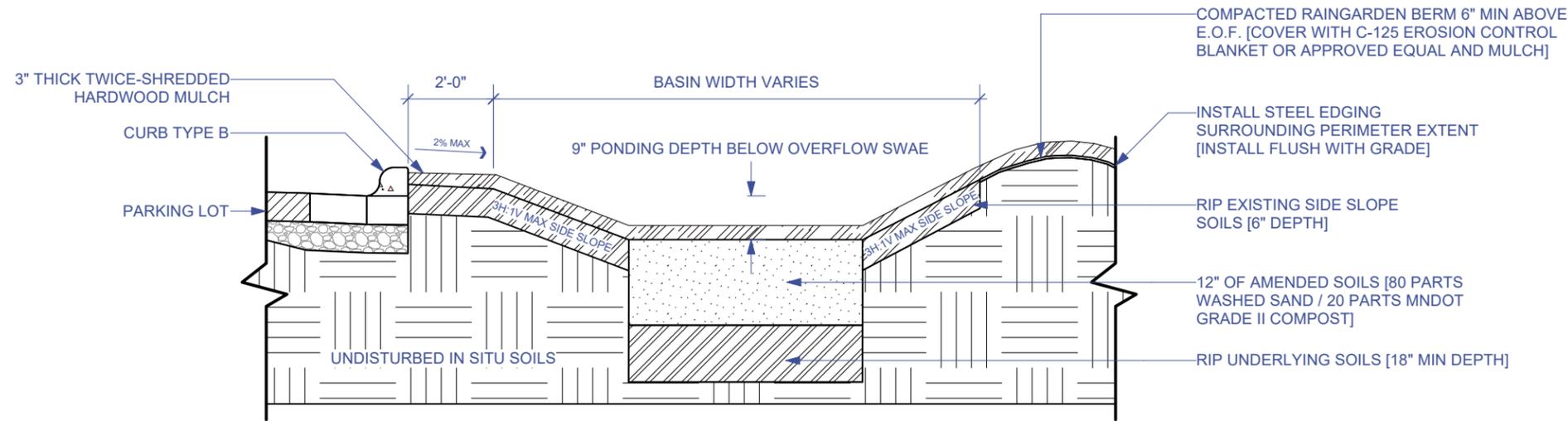
---

**PLANTING PLAN**

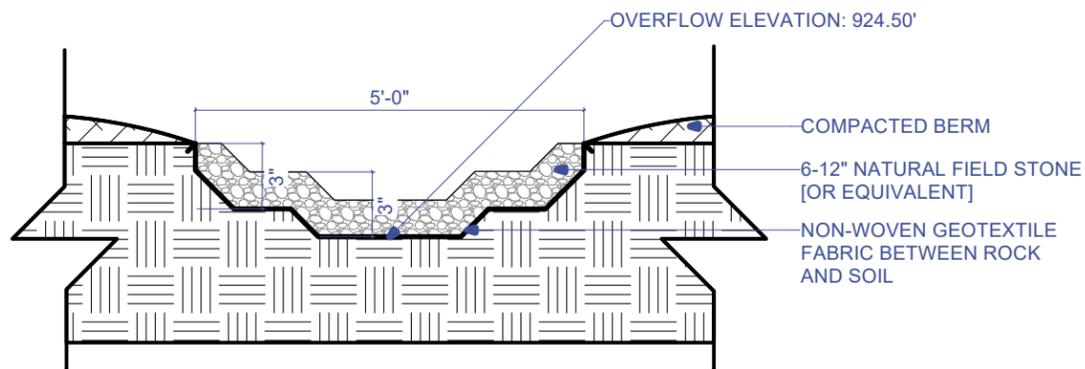
---

**L300**

**1 RAINGARDEN SECTION**  
Scale: 3/8" = 1'-0"



**2 ROCK OVERFLOW SECTION**  
Scale: 1:196



**NOTES:**

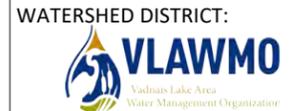
1. EXCAVATE RAIN GARDEN TO 2'-6" BELOW GUTTER. SCARIFY AN ADDITIONAL 6-12" BEFORE BACKFILLING WITH AMENDED SOILS.
2. THE PLANTING MEDIUM AND MULCH SHALL BE PLACED IN SUCH A WAY AS TO LIMIT THE AMOUNT OF COMPACTION OF THE SUB-SOILS.
3. NO GEOTEXTILE TO BE USED BETWEEN NATIVE AND ENGINEERED SOILS
4. INSTALL EDGING SURROUNDING PLANTING BED AND RAINGARDEN. INSTALL EDGING FLUSH WITH GRADE TO ENSURE WATER MAY FLOW FREELY OVER IT.
5. PONDING DEPTH FOR RAINGARDEN IS 9" FROM BASIN LEVEL TO ROCK OVERFLOW SWALE. BASIN TO BE 1'-0" DEPTH BELOW CURB-CUT INLET LOCATIONS. [SEE PLANS AND DETAILS FOR ELEVATIONS]
6. SOME SMALL STUMP REMOVAL MAY BE NECESSARY ALONG PARKING LOT EDGE FOR RAINGARDEN INSTALLATION. [SITE VERIFY]



**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOOD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

PROJECT: BRIDGEWOOD PARK  
LOCATION:  
VADNAIS HEIGHTS, MN



DESIGNER: BTO  
DATE: 7/20/2021  
REVISION:  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

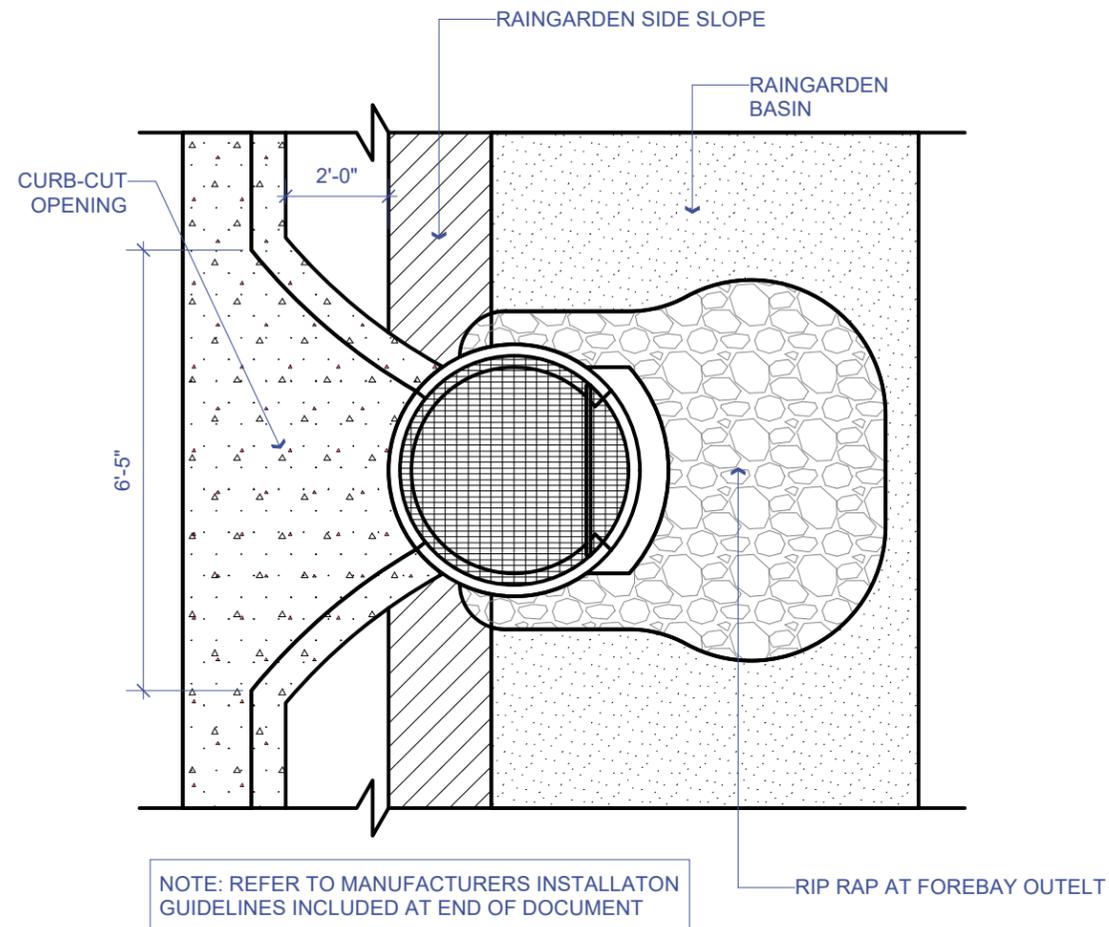
**NOTES:**  
-CONTACT GOPHER STATE ONE CALL TO CONFIRM UTILITY LOCATIONS PRIOR TO WORK  
-EXCAVATE WITH TRACKED EQUIPMENT ONLY  
-MAINTAIN SQUARE FEET AND DEPTH  
-SUBSTITUTIONS TO CONSTRUCTION DESIGN AND MATERIALS MUST BE APPROVED PRIOR TO INSTALLATION  
-ORIGINAL SHEET SIZE: 11"x17"

SCALE:

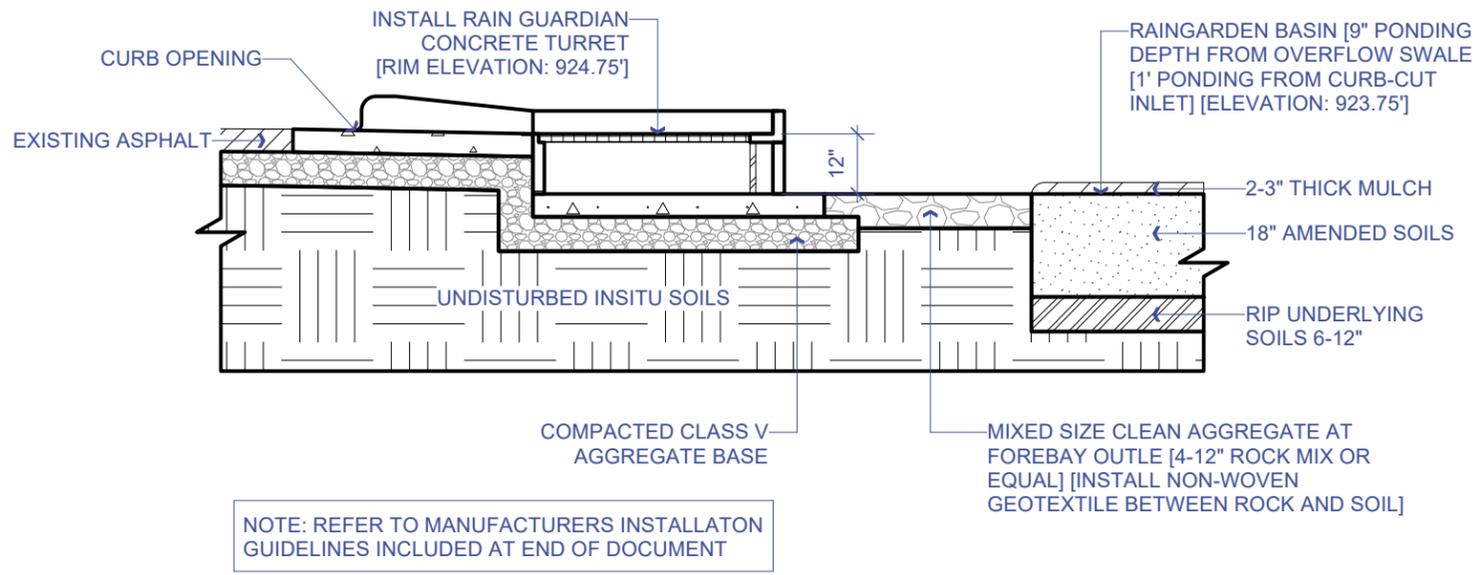
SITE DETAILS

L400

1 RAIN GUARDIAN TURRET INLET PLAN VIEW  
Scale: 3/8" = 1'-0"



2 RAIN GUARDIAN TURRET INLET SECTION  
Scale: 3/8" = 1'-0"



**RAMSEY COUNTY**

RAMSEY COUNTY SWCD  
1425 PAUL KIRKWOLD DR  
ARDEN HILLS, MN 55112  
651-266-7280  
www.ramseycounty.us

---

PROJECT: BRIDGEWOOD PARK  
LOCATION:  
VADNAIS HEIGHTS, MN

---

WATERSHED DISTRICT:  
**VLAWMO**  
Valdun Lake Area  
Water Management Organization

---

DESIGNER: BTO  
DATE: 7/20/2021  
REVISION:  
REVISION:  
REVISION:  
CHECKED BY: JL  
TAA:

---

NOTES:  
-CONTACT GOPHER STATE ONE CALL TO CONFIRM UTILITY LOCATIONS PRIOR TO WORK  
-EXCAVATE WITH TRACKED EQUIPMENT ONLY  
-MAINTAIN SQUARE FEET AND DEPTH  
-SUBSTITUTIONS TO CONSTRUCTION DESIGN AND MATERIALS MUST BE APPROVED PRIOR TO INSTALLATION  
--ORIGINAL SHEET SIZE: 11"x17"

---

SCALE:

---

SITE DETAILS

---

L500



ALL ITEMS AS SPECIFIED BELOW ARE ESTIMATE ONLY - NOT A BID SHEET - FOR REFERENCE USE ONLY

Bridgewood Park

Vadnais Heights, MN

BMP Type: Raingarden w/ Pre-Treatment

Number of BMPs: 1

County: Ramsey

Date: 20-Jul-21

**CURB-CUT RAINGARDEN**

Item	Qty	Unit	Unit Cost	Amount
Excavation, Grading, Ripping Soil (Tracked Equipment only in excavation area)	65.00	CY	\$ 80.00	\$ 5,200.00
Utilize Excavated Soils to Create Berm as Able Prior to Haul Away				
Mobilization	1.00	LS	\$ 1,500.00	\$ 1,500.00
Deliveries (Soil, Plants, etc.)	5.00	EA	\$ 175.00	\$ 875.00
Soil Haul Away/Disposal (use excavated soil for berm creation prior to haul away)	25.00	CY	\$ 70.00	\$ 1,750.00
Rain Guardian Turret Install & Base Material:	2.00	EA	\$ 1,500.00	\$ 3,000.00
Rain Guardian Turret, Concrete work, Class V Aggregate (or equivalent) base rock, fabric, etc.				
Mixed Size Washed Natural Rock [4-12" sizing or equivalent]	4.00	TON	\$ 130.00	\$ 520.00
Non-woven Geotextile Fabric - Geotex 401 (or Mirfani 140N: Non-woven geotextile, or eq)	120.00	SF	\$ 1.50	\$ 180.00
Soils: Soil Amendment (80% Washed No.2 Sand, 20% Leaf Compost- MNDoT Grade II)	24.00	CY	\$ 85.00	\$ 2,040.00
Edging (Metal: 1/8" x 6" x 8") [Steel]	126.00	LF	\$ 12.00	\$ 1,512.00
EC Blanket: Geo-Jute or C125 (or equivalent jute/natural netting blanket)	800.00	SF	\$ 1.65	\$ 1,320.00
(secure with biodegradable stakes - for compacted berm area)				
Twice-Shredded Hardwood Mulch (2-3" depth)	16.50	YD	\$ 85.00	\$ 1,402.50
Native Plant: 4" Pot (or approved equivalent)	103.00	EA	\$ 12.00	\$ 1,236.00
Native Plant: #1 Container (or approved equivalent)	294.00	EA	\$ 20.00	\$ 5,880.00
Native Shrub: 2 Gallon (or approved equivalent)	40.00	EA	\$ 50.00	\$ 2,000.00
Native Tree [Multi-Stem Serviceberry]: 10 Gallon (or approved equivalent)	3.00	EA	\$ 180.00	\$ 540.00
Site Restoration (repair any turfgrass damaged outside of raingarden area)	1.00	LS	\$ 1,000.00	\$ 1,000.00
			Subtotal	\$ 29,955.50

**ADD/DEDUCT BID ITEMS (AS NECESSARY)**

1]	\$	-	\$	-
2]	\$	-	\$	-
3]	\$	-	\$	-
4]	\$	-	\$	-
5]	\$	-	\$	-
6]	\$	-	\$	-
			Subtotal	\$ -

**PROJECT TOTAL**

Project Estimate	\$	29,955.50
:-10%	\$	26,959.95
:+10%	\$	32,951.05
Estimated WD/WMO Grant Award:		\$0.00
Potential Grant Award Total:		\$0.00
Estimated Landowner Cost:		\$29,955.50

Soil & Water Conservation Division  
 2015 Van Dyke Street  
 Maplewood, MN 55109  
[www.ramseycounty.us](http://www.ramseycounty.us)

## Summary Information

### Performance Goal Requirement

Performance goal volume retention requirement:	2236	ft <sup>3</sup>
Volume removed by BMPs towards performance goal:	589	ft <sup>3</sup>
<b>Percent volume removed towards performance goal</b>	<b>26</b>	<b>%</b>

### Annual Volume and Pollutant Load Reductions

Post development annual runoff volume	2.4995	acre-ft
Annual runoff volume removed by BMPs:	0.5699	acre-ft
<b>Percent annual runoff volume removed:</b>	<b>23</b>	<b>%</b>

Post development annual particulate P load:	1.122	lbs
Annual particulate P removed by BMPs:	0.256	lbs
Post development annual dissolved P load:	0.918	lbs
Annual dissolved P removed by BMPs:	0.209	lbs
<b>Percent annual total phosphorus removed:</b>	<b>23</b>	<b>%</b>

Post development annual TSS load:	370.5	lbs
Annual TSS removed by BMPs:	84.5	lbs
<b>Percent annual TSS removed:</b>	<b>23</b>	<b>%</b>

## BMP Summary

### Performance Goal Summary

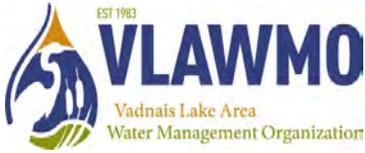
BMP Name	BMP Volume Capacity (ft <sup>3</sup> )	Volume Received (ft <sup>3</sup> )	Volume Retained (ft <sup>3</sup> )	Volume Outflow (ft <sup>3</sup> )	Percent Retained (%)
1 - Infiltration basin/Infiltration trench (abc	589	878	589	290	67

### Annual Volume Summary

BMP Name	Volume From Direct Watershed (acre-ft)	Volume From Upstream BMPs (acre-ft)	Volume Retained (acre-ft)	Volume outflow (acre-ft)	Percent Retained (%)
1 - Infiltration basin/Infiltration trench (abc	0.6225	0	0.5699	0.0526000000	92

### Particulate Phosphorus Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained (%)
1 - Infiltration basin/Infiltration trench (abc	0.2794	0	0.2558	0.0236	92



800 County Road E East, Vadnais Heights, MN 55127  
www.vlawmo.org

To: VLAMWO Board of Directors  
From: Nick Voss, Education and Outreach Coordinator  
Date: August 18, 2021  
**RE: IX. Lambert Lake Pond and Meander Drone Footage**

The Lambert Lake Pond and Meander project page has new postings of photos and a video of aerial drone images. The video may be played during the August 25<sup>th</sup> Board meeting time permitting.

[www.vlawmo.org/lambertlakepondmeander](http://www.vlawmo.org/lambertlakepondmeander)