

**VLAWMO TECHNICAL COMMISSION MEETING**  
**8:00 AM October 12<sup>th</sup>, 2022**

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

Action items: 😊

- I. Call to Order – 8:00am –Chair Gloria Tessier
- II. Approval of Agenda
- III. Approval of Minutes (September 14, 2022)
- IV. Administration & Operations
  - A. Financial Report for Payment – Phil 😊 Pg. 7
  - B. October TEC Report to the Board – Phil 😊 Pg. 15
- V. Programs
  - A. Education & Outreach – Nick
    - 1. Website renovation update 😊 Pg. 21
    - 2. Annual Watershed Awards: Reminder Pg. 17
- VI. Projects
  - A. Biochar construction update- Brian Pg. 17
  - B. Comprehensive Watershed Management Plan amendment 😊 - Dawn Pg. 36
  - C. Wilkinson BMP update Pg. 18
  - D. Community-engaged Learning UMN student fall semester update Pg. 18
  - E. Recent MN DNR activities in the watershed Pg. 19
  - F. Birch Lake turion check with RCSWCD Pg. 20
- VII. Commissioner Reports
- VIII. NOHOA
- IX. Ramsey Soil & Water Conservation Division
- X. St. Paul Regional Water Services
- XI. Public Comment
- XII. Next Meetings: TEC: November 9<sup>th</sup>, Regular Board Meeting: October 26<sup>th</sup>, 2022
- XIII. Adjourn

**Vadnais Lake Area Water Management Organization  
Technical Commission (TEC) Minutes  
September 14, 2022  
Vadnais Heights City Hall, Council Chambers  
800 County Road E East, Vadnais Heights, MN 55127**

**Commission Members Present:**

Jesse Farrell	Chair, Vadnais Heights (VH)
Gloria Tessier	Vice Chair, Gem Lake (GL)
Bob Larson	Treasurer, North Oaks (NO)
Mike Grochala	Lino Lakes (LL) (alternate)

**Absent:** Paul Duxbury (WBT), Terry Huntrods (WBL) - prior notice provided for each

**Others in attendance:** Phil Belfiori, Dawn Tanner, Brian Corcoran, Lauren Sampedro, Nick Voss (VLAWMO staff), Patricia Orud (NOHOA)

**I. Call to Order**

Chair Jesse Farrell called the meeting to order at 8:03 am.

**II. Approval of Agenda**

It was moved by Commissioner Tessier and seconded by Commissioner Larson to approve the September 14, 2022 TEC agenda. Vote: all aye. Motion passed.

**III. Approval of Minutes (August 10<sup>th</sup>, 2022)**

It was moved by Commissioner Tessier and seconded by Commissioner Larson to approve the August 10, 2022 meeting minutes as presented. Vote: all aye. Motion passed.

**IV. Administration & Operations**

**A. Financial Report for Payment**

Administrator Belfiori highlighted stormwater utility expenses and parcels charged for the 2023 budget levy, Community Blue grants, and payment for the Landscape Level 2 Bridgewood Park raingarden. Staff recommended approval of the bills for September.

It was motioned by Commissioner Tessier and seconded by Commissioner Larson to recommend approval of the September 2022 financial report for payment. Vote: all aye. Motion passed.

## V. Programs

### A. Education and Outreach update

Voss provided an overview of the open nominations for the two watershed awards. He identified that the nominations from last year are still active. He described the Watershed Partner Award and the Watershed Steward Award and stated nominations can be submitted to him via paper or online.

Voss also provided updates on the completed Good Neighbor Guide and St. Mary's Community Blue project. The St. Mary's raingarden renovation is completed and the results were successful.

Voss provided an update of the smart salting workshop which is a partnership with RCWD and RWMWD. He encouraged TEC members to assist in marketing this important training event.

He also discussed the MN Water Steward program for 2023 and highlighted staff will be recruiting the next cohort this year. Classes start in January.

He summarized the upcoming events of a Raingarden Palooza tour to look at curb cut raingardens and a Raingardens 101 online webinar for next year's cost share applicants.

Chair Farrell advocated for in-person smart salting workshops rather than online to keep attendees engaged.

### B. Cost-share Program

Sampedro outlined the proposed soil health grant submitted by Dan Jones from the White Bear Lake Historical Society for a pollinator garden. Sampedro noted that this is a high use site due to the nearby soccer fields and location of White Bear Township community events. Sampedro described the location of the proposed native planting as well as the size and planting plan.

Commissioner Tessier inquired about the upkeep and maintenance plan. Sampedro provided that White Bear Historical Society volunteers are understood to continue the maintenance, and that director Dan Jones has expressed interest and commitment to ongoing maintenance.

Chair Farrell complimented the planting plan and encouraged education efforts such as signage. He also inquired about the labor and installation, which Sampedro verified is volunteer-based with assistance from White Bear Township. Chair Farrell also asked about how the site is prepped and how long it takes to get established and Sampedro

confirmed that topsoil and grading will be provided, and that some blooms will be visible in the spring.

It was motioned by Commissioner Grochala and seconded by Commissioner Larson to recommend approval of the SHG 2022-09. Vote: all aye. Motion passed.

## VI. Projects

### A. Biochar project update

Corcoran provided an update on the biochar project as included in the September TEC memo. The bid award was given to Peterson Companies with a 15% contingency and SEH will complete construction inspections.

A project page has been posted on the VLAWMO website and a link to it is posted on the White Bear Township website. The White Bear Township website also includes an opt-in subscription for periodic updates via email and text message and a flyer was mailed to residents near the project.

It's anticipated the project will take two weeks to construct, starting as soon as October and finishing by December 2022. Monitoring will begin in Spring 2023 with a project close-out in August 2023.

Chair Farrell inquired about how the monitoring for the project will occur. Corcoran described the flow process from the bench into a discharge port on the backside of the Whitaker Pond weir and samples will be taken before and after the biochar media. Chair Farrell also inquired about the long-term viability of the project, Corcoran responded that it should remain effective for 25 years. VLAWMO has a 10-year obligation to maintain the project.

### B. Update on feasibility study for spent lime

Administrator Belfiori outlined the feasibility study as included in the September TEC memo. This study is a demonstration /pilot study to learn more about whether spent lime is an effective tool for internal phosphorus control. Partners at Barr Engineering will monitor spray rates, pH chemistry, and other water quality changes as the study continues. Belfiori noted that the Oak Knoll/Wood Lake pond was the original intent for the spent lime study, but two years ago it was deemed to be too large for the study. At that time the project shifted to a smaller pond in Lino Lakes for the initial testing.

Chair Farrell noted that this is a very innovative project and that it's a great potential to reduce the costs of lake improvement. He inquired about what it means for the project to be socially feasible. Belfiori noted that this element pertains to public understanding and support, especially considering that it's a public waterbody in a private setting, completely surrounded by private property. Belfiori notes that as the project happens,

there will be continued outreach and project updates to maintain that support. Chair Farrell also asked about the impacts spent lime has on wildlife and how those will be mitigated over time. Belfiori confirmed that engineers at Barr will monitor pH levels and ensure the dosing stays within a certain pH framework to protect wildlife, but the application in its intended use isn't known to pose a risk to wildlife.

Commissioner Tessier inquired about the pond's location and Belfiori described the cross streets in White Bear Lake.

**C. Minor watershed amendment plan update**

Tanner provided an overview of the minor watershed amendment as included in the September TEC memo. No comments have been received as of the day of the September TEC meeting. She stated after the comment period ends VLAWMO will have a public meeting at the October VLAWMO Board meeting before final VLAWMO Board consideration.

**D. Wilkinson project update**

Tanner outlined the upcoming activities for the Wilkinson project, which include starting outreach and communication processes with the North Oaks Community as well as website communications.

**E. Cover It Up project update**

Tanner outlined the closure of the Cover It Up project that took place at the Vadnais Heights City Hall wooded wetland.

Chair Farrell inquired about any preliminary insights pertaining to seed mixes. Tanner noted that the findings will be published later, but that plots with a thick cover of native grasses appeared to compete with buckthorn re-establishment. Tanner noted that U of M Community Engaged Learning will continue working on remaining buckthorn fruiting trees on the site this fall. Chair Farrell asked about how long buckthorn seeds remain in the soil. Tanner provided that buckthorn seeds are viable for up to seven years, with initial spikes in the first few years.

**I. Commissioner Reports**

Chair Farrell provided an update on ash tree removal along the Highway 96 median. This has ignited a renewed public interest from North Oaks, Vadnais Heights, and White Bear Township regarding low maintenance options and what this site could look like in the future.

**II. NOHOA**

Patricia Orud provided a thank you to VLAWMO staff for the partnership presentation on the North Oaks raingarden entrance, which is starting in September 2022.

VLAWMO hand-outs and literature was provided to a North Oaks new community members welcome event. Orud noted that the Good Neighbor Guide was very popular.

Buckthorn removal and maintenance is also continuing in North Oaks, including a partnership with the Munch Bunch, which employs goats for grazing.

The NOHOA NEST Committee is starting their winter planning work and invites VLAWMO staff to be present in the process.

**III. Ramsey Soil & Water Conservation Division**

None

**IV. St. Paul Regional Water Services**

None

**V. Public Comment**

None

**VI. Next Meetings:**

Next TEC meeting October 12<sup>th</sup> , Next BOD meeting October 26<sup>th</sup>.

**XIII. Adjourn**

It was moved by Commissioner Grochala and seconded by Commissioner Tessier to adjourn the meeting at 8:48 am. Vote: all aye. Motion passed.

Minutes compiled by Nick Voss.

# VLAWMO TEC Oct 22: Finance Summary

Oct-22		Actual 10/1/22	Actual to Date	2022 Budget	2021 carry over/Grants	Remaining in Budget	2022 Available	Act vs. Budget
<b>BUDGET #</b>	<b>INCOME</b>							
<b>5.11</b>	Storm Water Utility	\$0	\$991,903	\$1,019,521	\$0	\$27,618	\$1,019,521	97%
<b>5.12</b>	Service Fees	\$200	\$300	\$200	\$0	(\$100)	\$200	150%
<b>5.13</b>	Interest + mitigation acct	\$1,112	\$4,863	\$1,500	\$0	(\$3,363)	\$1,500	324%
<b>5.14</b>	Misc. income - WCA admin & other	\$0	\$2,198	\$3,000	\$0	\$802	\$3,000	73%
<b>5.15</b>	Other Income Grants/ <u>loan</u>	\$0	\$62,879	\$324,500	\$0	\$261,621	\$324,500	19%
<b>5.16</b>	Transfer from reserves	\$0	\$0	\$192,367	\$133,751	\$326,118	\$326,118	0%
	<b>TOTAL</b>	<b>\$1,312</b>	<b>\$1,062,143</b>	<b>\$1,541,088</b>	<b>\$133,751</b>	<b>\$612,696</b>	<b>\$1,674,839</b>	<b>69%</b>
<b>EXPENSES</b>								
<b>3.1</b>	<b>Operations &amp; Administration</b>							
<b>3.110</b>	Office - rent, copies, post tel supplies	\$2,040	\$20,962	\$27,097	\$0	\$6,135	\$27,097	77%
<b>3.120</b>	Information Systems	\$1,300	\$17,652	\$25,865	\$0	\$8,213	\$25,865	68%
<b>3.130</b>	Insurance	\$0	\$9,136	\$7,210	\$0	(\$1,926)	\$7,210	127%
<b>3.141</b>	Consulting - Audit	\$0	\$7,896	\$8,191	\$0	\$295	\$8,191	96%
<b>3.142</b>	Consulting - Bookkeeping	\$0	\$0	\$1,500	\$0	\$1,500	\$1,500	0%
<b>3.143</b>	Consulting - Legal	\$0	\$565	\$5,000	\$0	\$4,435	\$5,000	11%
<b>3.144</b>	Consulting - Eng. & Tech.	\$0	\$19,003	\$30,000	\$14,000	\$24,997	\$44,000	43%
<b>3.150</b>	Storm Sewer Utility	\$7,710	\$11,222	\$14,000	\$0	\$2,778	\$14,000	80%
<b>3.160</b>	Training (staff/board)	\$0	\$8,060	\$12,500	\$0	\$4,440	\$12,500	64%
<b>3.170</b>	Misc. & mileage	\$527	\$2,629	\$6,300	\$0	\$3,671	\$6,300	42%
<b>3.191</b>	Administration - staff	\$45,216	\$328,491	\$391,400	\$0	\$62,909	\$391,400	84%
<b>3.192</b>	Employer Liability	\$11,601	\$96,136	\$114,425	\$0	\$18,289	\$114,425	84%
<b>3.2</b>	<b>Monitoring and Studies</b>							
<b>3.210</b>	Lake and Creek lab analysis	\$3,341	\$8,770	\$18,000	\$0	\$9,230	\$18,000	49%
<b>3.220</b>	Equipment	\$68	\$601	\$3,000	\$0	\$2,399	\$3,000	20%
<b>3.230</b>	Wetland assessment & management	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	0%
<b>3.240</b>	Watershed Plan Amendment	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	0%
<b>3.3</b>	<b>Education and Outreach</b>							
<b>3.310</b>	Public Education	\$305	\$1,141	\$6,000	\$0	\$4,859	\$6,000	19%
<b>3.320</b>	Marketing	\$0	\$5,827	\$17,500	\$0	\$11,673	\$17,500	33%
<b>3.330</b>	Community Blue Ed Grant	\$0	\$2,373	\$2,000	\$0	(\$373)	\$2,000	119%
<i>Total Core functions: Ops, Monitoring, Education</i>		<i>\$72,108</i>	<i>\$540,464</i>	<i>\$719,988</i>	<i>\$14,000</i>	<i>\$193,524</i>	<i>\$733,988</i>	<i>74%</i>
<b>Capital Improvement Projects and Programs</b>								
<b>3.4</b>	<b>Subwatershed Activity</b>							

3.410	Gem Lake	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	
3.420	Lambert Creek	\$347	\$26,241	\$44,432	\$70,000	\$88,191	\$114,432	23%
3.421	Lambert Lake Loan	\$0	\$19,284	\$38,568	\$0	\$19,284	\$38,568	50%
3.425	Goose Lake	\$1,020	\$21,895	\$70,000	\$10,000	\$58,105	\$80,000	27%
3.430	Birch Lake	\$0	\$6,057	\$10,000	\$0	\$3,943	\$10,000	61%
3.440	Gilf Black Tam Wilk Amelia	\$7,359	\$46,679	\$93,500	\$12,000	\$58,821	\$105,500	44%
3.450	Pleasant Charley Deep	\$6,829	\$33,901	\$35,000	\$10,000	\$11,099	\$45,000	75%
3.460	Sucker Vadnais	\$0	\$5,618	\$41,500	\$0	\$35,882	\$41,500	14%
3.48	<b>Programs</b>							
3.480	Soil Health Grant	\$4,950	\$6,415	\$5,000	\$0	(\$1,415)	\$5,000	128%
3.481	Landscape 1	\$5,761	\$5,861	\$16,000	\$0	\$10,139	\$16,000	37%
3.482	Landscape 2/BWSR WBF	\$0	\$32,478	\$28,000	\$17,751	\$13,273	\$45,751	71%
3.483	Project Research & feasibility	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
3.485	Facilities Maintenance	\$1,378	\$40,211	\$102,600	\$0	\$62,389	\$102,600	39%
3.5	<b>Regulatory</b>							
3.510	Engineer Plan review	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000	0%
	<i>Total CIP &amp; Program</i>	\$27,644	\$244,640	\$496,600	\$119,751	\$371,711	\$616,351	40%
	<b>Total of Core Operations &amp; CIP</b>	<b>\$99,752</b>	<b>\$785,104</b>	<b>\$1,216,588</b>	<b>\$133,751</b>	<b>\$565,235</b>	<b>\$1,350,339</b>	<b>58%</b>

Fund Balance	9/1/2022	10/1/2022
4M Account	\$310,491	\$228,915
4M Plus Savings	\$325,620	\$326,222
Total	\$636,111	\$555,137

Restricted funds	10/1/2022
Mitigation Savings	\$21,013
Term Series	\$500,000

**Vadnais Lake Area Water Management Organization**  
**Check Detail**

8:16 AM

10/05/2022

September 15 through October 12, 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	10/01/2022	Reliance Standard		Checking - 1987		-308.62
				Insurance Benefit		-91.50	91.50
				Insurance Benefit		-217.12	217.12
TOTAL						-308.62	308.62
Check	5423	10/12/2022	Lauren Sampedro		Checking - 1987		-80.00
				3.170 · Misc. & mileage		-80.00	80.00
TOTAL						-80.00	80.00
Check	5424	10/12/2022	Nicholas Voss		Checking - 1987		-32.50
				3.170 · Misc. & mileage		-32.50	32.50
TOTAL						-32.50	32.50
Check	5425	10/12/2022	Dawn Tanner		Checking - 1987		-51.25
				3.170 · Misc. & mileage		-51.25	51.25
TOTAL						-51.25	51.25
Check	5426	10/12/2022	Brian Corcoran		Checking - 1987		-214.38
				3.170 · Misc. & mileage		-214.38	214.38
TOTAL						-214.38	214.38
Check	5427	10/12/2022	City Of Roseville		Checking - 1987		-1,300.19
				IT Support		-1,300.19	1,300.19
TOTAL						-1,300.19	1,300.19
Check	5428	10/12/2022	Alison Keleher		Checking - 1987		-563.11
				3.480 · Soil Health Grant		-563.11	563.11
TOTAL						-563.11	563.11
Check	5429	10/12/2022	White Bear Lake Area Historical Society		Checking - 1987		-750.00
				3.480 · Soil Health Grant		-750.00	750.00
TOTAL						-750.00	750.00
Check	5430	10/12/2022	Rapit Printing		Checking - 1987		-305.16
				3.310 · Public Education		-305.16	305.16
TOTAL						-305.16	305.16
Check	5431	10/12/2022	Eric Biese		Checking - 1987		-750.00
				3.480 · Soil Health Grant		-750.00	750.00

TOTAL			-750.00	750.00
<b>Check 5432</b>	<b>10/12/2022 Alex Tessem</b>	<b>Checking - 1987</b>		<b>-887.53</b>
		3.480 · Soil Health Grant	-887.53	887.53
TOTAL			-887.53	887.53
<b>Check 5433</b>	<b>10/12/2022 Leslie Scherer</b>	<b>Checking - 1987</b>		<b>-1,000.00</b>
		3.480 · Soil Health Grant	-1,000.00	1,000.00
TOTAL			-1,000.00	1,000.00
<b>Check 5434</b>	<b>10/12/2022 City of White Bear Lake</b>	<b>Checking - 1987</b>		<b>-56,508.97</b>
		payroll	-45,216.03	45,216.03
		Administration FICA	-3,339.86	3,339.86
		Administration PERA	-3,391.20	3,391.20
		Insurance Benefit	-4,516.96	4,516.96
		Admin payroll processing	-44.92	44.92
TOTAL			-56,508.97	56,508.97
<b>Check 5435</b>	<b>10/12/2022 Houston Engineering, Inc</b>	<b>Checking - 1987</b>		<b>-8,738.35</b>
		Wilkinson 319 grant 320705.50	-7,359.85	7,359.85
		3.485 · Facilities & Maintenance	-1,378.50	1,378.50
TOTAL			-8,738.35	8,738.35
<b>Check 5436</b>	<b>10/12/2022 RMB Environmental Laboratories, Inc.</b>	<b>Checking - 1987</b>		<b>-3,341.06</b>
		3.210 · Lake & Creek lab analysis	-751.41	751.41
		3.210 · Lake & Creek lab analysis	-789.53	789.53
		3.210 · Lake & Creek lab analysis	-124.15	124.15
		3.210 · Lake & Creek lab analysis	-751.41	751.41
		3.210 · Lake & Creek lab analysis	-173.15	173.15
		3.210 · Lake & Creek lab analysis	-751.41	751.41
TOTAL			-3,341.06	3,341.06
<b>Check 5437</b>	<b>10/12/2022 wsb</b>	<b>Checking - 1987</b>		<b>-1,819.00</b>
		3.450 · Pleasant Charley Deep	-1,819.00	1,819.00
TOTAL			-1,819.00	1,819.00
<b>Check 5438</b>	<b>10/12/2022 Innovative Office Solutions</b>	<b>Checking - 1987</b>		<b>-68.08</b>
		3.220 · Equipment	-68.08	68.08
TOTAL			-68.08	68.08
<b>Check 5439</b>	<b>10/12/2022 Ramsey County - Plato</b>	<b>Checking - 1987</b>		<b>-4,330.40</b>
		3.150 · Storm Sewer Utility	-4,330.40	4,330.40
TOTAL			-4,330.40	4,330.40
<b>Check 5440</b>	<b>10/12/2022 Ehlers &amp; Associates, Inc.</b>	<b>Checking - 1987</b>		<b>-3,380.00</b>

		3.150 · Storm Sewer Utility	-3,380.00	3,380.00
TOTAL			<u>-3,380.00</u>	<u>3,380.00</u>
	<b>Check 5441</b>	<b>10/12/2022 Ingrid Devries</b>		<b>Checking - 1987</b>
				<b>-1,000.00</b>
		3.480 · Soil Health Grant	-1,000.00	1,000.00
TOTAL			<u>-1,000.00</u>	<u>1,000.00</u>
	<b>Check 5442</b>	<b>10/12/2022 carp solutions</b>		<b>Checking - 1987</b>
				<b>-5,010.00</b>
		3.450 · Pleasant Charley Deep	-5,010.00	5,010.00
TOTAL			<u>-5,010.00</u>	<u>5,010.00</u>
	<b>Check 5443</b>	<b>10/12/2022 SEH</b>		<b>Checking - 1987</b>
				<b>-347.54</b>
		1 · LL grant \$302,679	-347.54	347.54
TOTAL			<u>-347.54</u>	<u>347.54</u>
	<b>Check 5444</b>	<b>10/12/2022 Press Publications</b>		<b>Checking - 1987</b>
				<b>-149.58</b>
		3.170 · Misc. & mileage	-149.58	149.58
TOTAL			<u>-149.58</u>	<u>149.58</u>
	<b>Check 5445</b>	<b>10/12/2022 Joe Coyne</b>		<b>Checking - 1987</b>
				<b>-4,921.61</b>
		3.481 · Landscape 1 - cost-share	-4,921.61	4,921.61
TOTAL			<u>-4,921.61</u>	<u>4,921.61</u>
	<b>Check 5446</b>	<b>10/12/2022 Laura Smith</b>		<b>Checking - 1987</b>
				<b>-840.00</b>
		3.481 · Landscape 1 - cost-share	-840.00	840.00
TOTAL			<u>-840.00</u>	<u>840.00</u>
	<b>Check 5447</b>	<b>10/12/2022 City of Vadnais Heights</b>		<b>Checking - 1987</b>
				<b>-2,040.89</b>
		Rent	-1,665.00	1,665.00
		Phone/Internet/Machine Overhead	-295.00	295.00
		Postage	-22.71	22.71
		Copies	-58.18	58.18
TOTAL			<u>-2,040.89</u>	<u>2,040.89</u>
	<b>Check 5448</b>	<b>10/12/2022 Barr Engineering Co</b>		<b>Checking - 1987</b>
				<b>-1,020.00</b>
		3.425 · Goose Lake	-1,020.00	1,020.00
TOTAL			<u>-1,020.00</u>	<u>1,020.00</u>

**Vadnais Lake Area Water Management Organiz**  
**Profit & Loss**  
September 15 through October 12, 2022

8:24 AM

10/05/2022

Cash Basis

Sep 15 - Oct 12, 22

Ordinary Income/Expense	
Income	
5.1 · Income	
5.12 · Service Fees	200.00
5.13 · Interest	1,111.75
Total 5.1 · Income	<u>1,311.75</u>
Total Income	<u>1,311.75</u>
Gross Profit	1,311.75
Expense	
3.1 · Administrative/Operations	
3.110 · Office	
Copies	58.18
Phone/Internet/Machine Overhead	295.00
Postage	22.71
Rent	1,665.00
Total 3.110 · Office	<u>2,040.89</u>
3.120 · Information Systems	
IT Support	1,300.19
Total 3.120 · Information Systems	<u>1,300.19</u>
3.150 · Storm Sewer Utility	7,710.40
3.170 · Misc. & mileage	527.71
3.191 · Employee Payroll	
payroll	45,216.03
Total 3.191 · Employee Payroll	45,216.03
3.192 · Employer Liabilities	
Admin payroll processing	44.92
Administration FICA	3,339.86
Administration PERA	3,391.20
Insurance Benefit	4,825.58
Total 3.192 · Employer Liabilities	<u>11,601.56</u>
Total 3.1 · Administrative/Operations	68,396.78
3.2 · Monitoring and Studies	
3.210 · Lake & Creek lab analysis	3,341.06
3.220 · Equipment	68.08
Total 3.2 · Monitoring and Studies	<u>3,409.14</u>
3.3 · Education and Outreach	
3.310 · Public Education	305.16
Total 3.3 · Education and Outreach	<u>305.16</u>
3.4 · Capital Imp. Projects/Programs	
3.420 · Lambert Creek Restoration	
1 · LL grant \$302,679	347.54
Total 3.420 · Lambert Creek Restoration	<u>347.54</u>

3.425 · Goose Lake	1,020.00
3.440 · Gilfillan Black Tamarack Wilkin	
Wilkinson 319 grant 320705.50	7,359.85
<b>Total 3.440 · Gilfillan Black Tamarack Wilkin</b>	<b>7,359.85</b>
3.450 · Pleasant Charley Deep	6,829.00
<b>Total 3.4 · Capital Imp. Projects/Programs</b>	<b>15,556.39</b>
<b>3.48 · Programs</b>	
3.480 · Soil Health Grant	4,950.64
3.481 · Landscape 1 - cost-share	5,761.61
3.485 · Facilities & Maintenance	1,378.50
<b>Total 3.48 · Programs</b>	<b>12,090.75</b>
<b>Total Expense</b>	<b>99,758.22</b>
<b>Net Ordinary Income</b>	<b>-98,446.47</b>
<b>Net Income</b>	<b>-98,446.47</b>

**Vadnais Lake Area Water Management Organization**  
**Custom Transaction Detail Report**  
 August 1 through October 1, 2022

12:07 PM  
 10/04/2022  
 Accrual Basis

	Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
<b>Aug 1 - Oct 1, 22</b>										
	Credit Card Charge	08/01/2022		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	42.00	42.00
	Credit Card Charge	08/05/2022		Prairie Moon Nursery	seed	US Bank CC	√	4th & Otter project	114.00	156.00
	Credit Card Charge	08/09/2022		adobe *photography plan		US Bank CC	√	Software	9.99	165.99
	Credit Card Charge	08/12/2022		University of Minnesota	WRC Phil 2022	US Bank CC	√	3.160 · Training (staff/board)	325.00	490.99
	Credit Card Charge	08/12/2022		Amazon.com	micro usb - phil	US Bank CC	√	Hardware	17.97	508.96
	Credit Card Charge	08/12/2022		Prairie Moon Nursery	seed	US Bank CC	√	4th & Otter project	201.78	710.74
	Transfer	08/22/2022			Funds Transfer	US Bank CC	√	Checking - 1987	-264.68	446.06
	Credit Card Charge	08/26/2022		Adobe "Creative Cloud		US Bank CC	√	Software	32.20	478.26
	Credit Card Charge	09/02/2022		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	42.00	520.26
<b>Aug 1 - Oct 1, 22</b>									<b>520.26</b>	<b>520.26</b>

**TEC Report to the Board  
October 2022**

Programs & Projects	Effort Level	Completi on Date	Comments				
	LOW						
	MED						
	HIGH						
<b>Projects</b>				<b>Administration &amp; Operation</b>			
319 Biochar		2022	Project construction has started, estimated completion 10.14.22	Audit		2022	work on record keeping continues as needed.
East Goose Lk Adaptive Mgnt.		2022-ongoing	Feasibility study has begun for Spent Lime study on Oak Knoll/Wood Lake pond. Beginning discussions on planning scope of work.	Budget		for 2023 budget	Staff working to prepare utility rates material for consideration at the October VLAWMO Board meeting
Public Ditch Maintenance		ongoing	Work continues on annual drainage report templates	Personnel /HR		ongoing	Staff continue to pursue professional development per their approved training plans.
MPCA 319 /Wilkinson Lake BMP		2021-24	Held kickoff meeting with Houston Eng. (Design engineer for project) and attended on site meeting to review in field conditions of project location. Houston is also conducting wetland delineation work on the site.	SSU		ongoing	Staff working to prepare utility rates material for consideration at the October VLAWMO Board meeting
Pleasant Lake Carp Management		2022-25	More than 15,000 pounds of invasive Common carp harvested by Carp Solutions as of 5/31/2022. Planning for the next 3 years of the project is underway.	Strategic /watershed planning		2022	Watershed plan amendment will be discussed at October TEC meeting and considered for approval at the October Board meeting
<b>Programs</b>							
City/Township MS4		Oct-Dec	Consultations complete with each municipality to design and create additional MS4 materials - material creation to continue into spring, 2023.	<b>FINANCIAL SUMMARY as of 10/1/2022</b>			
Education/Outreach		Oct-Dec	Communications planning surrounding North Oaks entrance raingarden with NOHOA, Vadnais/Sucker park restoration, Whitaker Biochar, and Wilkinson 319.	4M Account (1.10)	4M Plus (1.23)	Total	
Website		Oct -Nov	Scope of services received for website renovation, included for approval in October TEC packet and will also be brought to the VLAWMO October BOD meeting for approval.	\$228,915	\$326,222	\$555,137	
WAV		Oct -Nov	End of year summary and planning for 2023 meeting during late October. Continued efforts in completing the Wetland Health Evaluation Pilot Program with Tamarack Nature Center.				
Cost Share & BWSR WBIF		ongoing	Pollinator garden with White Bear Lake Area Historical Society recently completed through the Soil Health Grant Program. Several 2021 and 2022 grant awarded projects coming to a close. Planning a potential project with a Presbyterian Homes property. Submitted a WBIF budget request through eLINK for FY '22-23 funding; next step is BWSR approval and completion of a work plan.				
GIS		ongoing	working on Amelia Lake SLMR maps.				
Monitoring		ongoing	2022 season is complete, data processing.				
WCA		ongoing	administering WCA as needed.				

Budget Summary	Actual Expense YTD	2022 Budget amended	Remaining in Budget	% YTD
Operations	\$540,464	\$719,988	\$179,524	75%
CIP	\$244,640	\$496,600	\$251,960	49%
<b>Total</b>	<b>\$785,104</b>	<b>\$1,216,588</b>	<b>\$431,484</b>	<b>65%</b>

## **TEC Staff Memo – October 12, 2022**

### **IV. Administration & Operations**

#### **A. Financial Report for October & Authorization for Payment**

Please find the October 2022 Finance Report attached in the ePacket for review and approval.

#### **B. October TEC Report to Board**

Please find the October 2022 TEC Report to the Board attached in the Epacket for review and approval.

### **V. Programs**

#### **A. Education & Outreach – Nick**

##### **1. VLAWMO website renovation update**

VLAWMO staff have prepared a scope of services for a Phase 1 website renovation with existing web consultants HDR. The outline of the services offered in this scope include:

- One homepage and five primary landing pages
- Event calendar
- Storymap embedding feature
- News feed and news page template
- Project page template and page list
- Waterbody page template and page list
- Board meeting template and page list
- Four template pages (to be developed and utilized among VLAWMO staff)
- Design mockup and staging site for testing
- Planning meeting, training, and support

For budget purposes, some tasks outlined in the summer '22 community website review survey have been delineated for a phase 2 that will occur at a later time. Tasks and services intended for phase 2 include:

- Back-end file clean-up and development of file organization system
- Filterable photo gallery, file library, and web calendar
- Glossary

Please see the scope of services attached in the October 2022 TEC packet. The attached scope of services is pending legal review by legal professionals associated with VLAWMO and HDR. Any recommendations regarding legal language will be updated prior to the VLAWMO October 2022 Board meeting.

Staff recommends approval of agenda item V. A. 1 – approval of Website Renovation Scope of Services with HDR (pending legal council) with TEC recommendation for approval at the VLAWMO October 26<sup>th</sup> Board meeting.

## 2. 2022 Watershed Awards: Nominations Open

The nomination period for the 2022 watershed awards opens on the day of the September TEC meeting. Nomination forms (download and online) as well as examples of past recipients can be found at [vlawmo.org/get-involved](http://vlawmo.org/get-involved).

The nomination period closes on November 2, 2022 at 12 pm.

There are two categories for nomination:

- Watershed Steward Award (volunteers, residents, businesses)
- Watershed Partner Award (city, township, or county/municipal partners).

Self-nominations are accepted and nominations may be made anonymously. Past year nominations that weren't selected as recipients are still valid for re-nomination in 2022.

Thank you for helping us showcase the fabulous watershed leadership we see on a regular basis in our community!

## VI. Projects

### A. Biochar Project Update:

Construction has started as of 9.30.22. Work is scheduled to take 2 weeks and should be completed by 10.14.22 if all goes as planned. Staff will present an update at the TEC mtg.

- ### B. Minor Watershed Management Plan Amendment:
- The request for comment by reviewing entities ended on Sept. 25. VLAWMO received “no comment” email and letter responses from MPCA (represented by Brittany Faust), MDA (represented by Jeffrey Berg), and the Metropolitan Council (represented by Maureen Hoffman). VLAWMO received 3 comments from the City of White Bear Lake (represented by Connie Taillon). Two of those comments have been implemented into the current amendment draft for TEC and Board. The third comment will be included in the next full plan update. The amendment attachment included in the packet shows all comments received.

VLAWMO received a formal notification from BWSR (represented by Michelle Jordan) that BWSR has accepted the amendment content and considers the amendment to be minor. The letter from BWSR is included in the attached responses.

VLAWMO noticed the required public meeting in the Oct. 5 and 12 issues of the Vadnais Heights and White Bear Lake Press Publications. The public meeting will be held at the beginning of the Oct. 26, 2022, regular Board meeting.

The abridged updated amendment (pg. 53-65) is included in the packet with the 2 additions. View the complete amended plan document here:

[https://www.vlawmo.org/index.php/download\\_file/4104/](https://www.vlawmo.org/index.php/download_file/4104/)

**Requested Action:** VLAWMO requests that the TEC recommend the amendment, with requested updates that have been added, to the Board for authorization at the Oct. 26, 2022, meeting.

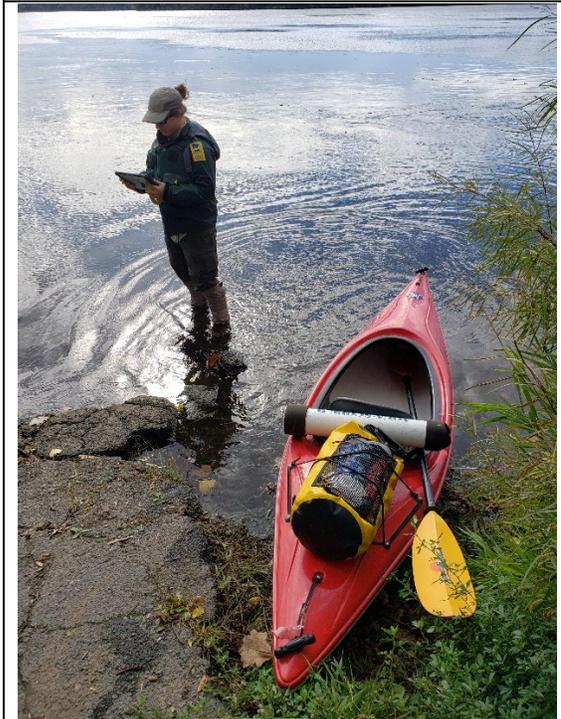
**C. Wilkinson BMP Project Update:** Houston Engineering, Inc. continues work on modeling and design for this project. Wetland delineation work is underway.

**D. Community-engaged Learning (CEL) UMN student fall semester update:** VLAWMO staff presented to 2 University of Minnesota classes this fall (Ethics in Natural Resources and English: Nature Writing) about VLAWMO projects and CEL opportunities working with us on restoration efforts. We have a cohort of 10 students for fall semester. Students meet with VLAWMO staff on Fridays and experience a range of activities including, seed collection, site prep, invasive species removal, bare-root planting, and the students recently attended the Cooperative Weed Management Area (CWMA) meeting to learn more about county-wide invasive species control and habitat restoration efforts. As part of that meeting, they saw a demonstration of the “green climber,” which is a new remote-controlled forestry mower that the City of St. Paul is using to accelerate their woody invasive species removal efforts.

<p>Students learning about control functions and care for the green climber</p>	<p>The green climber in action, cutting woody vegetation along the stream in an area that is being targeted for a shoreline restoration</p>
	

**E. Recent MN DNR activities in the watershed:** MN DNR/Biological Survey visited the watershed during September to update species of conservation concern reports and update the Natural Heritage Information System (NHIS) inventory. Specifically, DNR collected Water willow specimens from Amelia and Deep Lake. These specimens are vouchers to support the NHIS entries. They will be catalogued and become part of the Bell Museum Herbarium collections. MN DNR is also interested in better understanding the distribution of less common aquatic plants and macrophytes. VLAWMO staff provided aquatic macrophyte surveys completed in the watershed for Amelia, Deep, Wilkinson, Charley, and Pleasant Lakes. Bearded nitella is a macroalga (looks like a plant but does not have roots, stems, and leaves) that is uncommon in MN. MN DNR collected specimens of Bearded nitella on Amelia, Wilkinson, Deep, and Pleasant Lakes. Specimens will be included in the herbarium and are going to be part of an upcoming research article documenting the distribution of Bearded nitella in the Midwest. Prior to the DNR visit, Bearded nitella was only known in ~20 locations in MN.

Metro Fisheries was also active in the watershed in Sept. They stocked walleye fry in East Goose Lake again this spring and conducted follow-up trap net surveys to see if fry survived.

<p>MN DNR conducting survey work on Pleasant Lake</p>	<p>Bearded nitella, an uncommon species in MN, is the focus of a current research project and forthcoming article documenting its distribution</p>
	

**F. Birch Lake turion survey with RCSWCD:** Following up on the detection of invasive Curly-leaf pondweed on Birch Lake this summer, VLAWMO and RCSWCD staff conducted a turion survey on Birch Lake. Turions are wintering buds that becomes detached from Curly-leaf pondweed plants and remain dormant at the bottom of the lake until conditions are right for growth. Turions move with the water currents, before settling on the bottom, so they can spread Curly-leaf pondweed quickly in a lake. So far, it appears that the Curly-leaf pondweed infestation is in early stages and confined to localized areas in Birch Lake. We'll be continuing our invasive species work with BLID, MN DNR, and RCSWCD, as we work toward early eradication of this newly established plant pest.

<p>RCSWCD staff setting the Ekman dredge to collect a sample of lake sediment to check for turions</p>	<p>The sample is deposited onto the screen. Turions are large enough that they will not pass through and can be easily detected by sifting through the sediment sample. No turions were detected during this sampling effort. Only a few plants have been found so far. Those will be targeted for removal during the year 2 EWM/CLP removal effort on Birch Lake.</p>
	

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this 2<sup>nd</sup> day of September 2022, between Vadnais Lake Area Water Management Organization (“OWNER”) a government unit responsible for managing and protecting water resources, with principal offices at 800 E County Rd E, Vadnais Heights, MN 55127, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as (VLAWMO Website Redesign) (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Time and Materials shall mean actual labor hours to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. HDR will perform the Scope of Services identified in Exhibit A on a time and expenses basis for a not-to-exceed fee of \$12,980. No increase in this NTE amount will be allowed without prior authorization of Vadnais Lake Area Water Management Organization.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

within the time period(s) described in Exhibit A.

as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

Nick Voss  
Education & Outreach Coordinator  
Vadnais Lake Area Water Management Organization  
800 E County Rd E  
Vadnais Heights, MN 55127

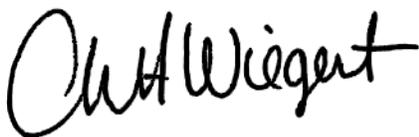
Mr. Voss,

Please find HDR's proposed scope of services for the Redesign of VLAWMO's Website: Phase I. Phase I of this project will provide VLAWMO with a launchable website containing content critical to the mission and purpose of the organization. HDR will submit a Phase II scope of services to design and develop additional content and functionality to finalize the website. Thank you for this opportunity! If you have any questions or concerns, please contact Kelly Spitzley at [Kelly.spitzley@hdrinc.com](mailto:Kelly.spitzley@hdrinc.com).

Signed,



Kelly Spitzley  
Lead Web Developer



Christine Wiegert  
Area Manager

# VLAWMO Website Redesign: Phase I

## Scope of Services

HDR proposed to redesign, redevelop, and host Phase I of VLAWMO's website using ConcreteCMS for a contract duration of nine months.

### Phase I website features will include:

- 10 total pages: One homepage, four primary landing pages (i.e., about, grants, etc.), five “repeatable item” parent pages (news, events, waterbodies, projects, board meetings)
- Five “repeatable item” templates for individual items (news, events, waterbodies, projects, board meetings)
- Event calendar
- Storymap embedding feature
- News feed and news page template
- Project page template and page list
- Waterbody page template and page list
- Board meeting template and page list

### HDR 's website design and development process:

1. Conduct website planning meeting
2. Develop Phase I website sitemap
  - a. VLAWMO will provide a preliminary Phase I sitemap
3. Develop an interactive design mockup of the home page and five primary landing pages, plus four template pages, based on sitemap
  - a. VLAWMO will provide all content and graphics to be used on the landing pages (if not included on the existing website)
4. Provide a staging Phase I site for testing
5. Launch Phase I website
6. Provide as-needed website training and support

## Task 1: Project Management

HDR will provide project coordination, contract management, and invoicing for up to nine months.

### Deliverables

- Invoices as required (up to 5, invoices will only be sent bi-monthly)
- Contract administration

## Task 2: Website Planning

HDR will work with VLAWMO to outline the required pages and structure of the redesigned Phase I website. HDR

### Deliverables

- Outline a final Phase I website sitemap (initial list provided by VLAWMO)
- Identification of content and graphics for VLAWMO to gather and send to HDR

## Task 3: Website Design

HDR will develop a mockup of 10 total pages: the home page, four additional landing pages, and five page templates (news, project, waterbody, board meetings). HDR will deliver the home page and one key landing page initially to gauge VLAWMO's preferences, and will deliver the remaining mockup subsequently after review.

### Deliverables

- A draft and final website design mockup
  - Feedback will be gathered from VLAWMO via the Figma commenting system and email
  - VLAWMO will provide design examples they like ahead of time
  - VLAWMO will have one round of review on the mockup

## Task 4: Website Development

HDR will use the approved mockup and content, documents, and images from the existing website to develop a separate, new staging site.

The Phase I site will be 10 total pages: one homepage and four "landing pages", five "repeatable item" parent pages and associated five template pages (news, projects, waterbodies, board meetings).

VLAWMO will receive website editing training and will be responsible for loading all news, three months of events, board meeting agendas and minutes, projects, and waterbodies into the Phase I site.

### Deliverables

- A password-protected staging Phase I website for review containing a homepage, five landing pages, and four page templates (news, projects, waterbodies, board meetings).
  - VLAWMO still will add remaining content after review and training
- A final Phase I website ready for launch
- Repointing of the VLAWMO domain to the new Phase I website
  - The existing website will remain accessible for Phase II migration



## Task 5: Website Training and Maintenance

HDR will train VLAWMO staff on how to add and edit content on the site, specifically with the goal of equipping them with the capability of adding the remaining content from the existing site.

HDR will provide up to one hour per month for six months of as-needed maintenance after the Phase I site launch. Additional future maintenance hours will be included in the phase II scope of services.

### Deliverables

- Website Training - one HDR staff, one hour
- Website maintenance for six months (one per month, on a rolling basis)

## Timeline

HDR anticipates the Phase I website planning design, and development process will take approximately three months from NTP, resulting in a remaining maintenance period of 6 months. HDR anticipates the contract beginning October 1, 2022 and ending August 1, 2023 (exact start and end dates may shift based on VLAWMO contract approval timeline).

## Budget

Based on the scope of work described above, HDR proposes to provide these services on a time and expenses basis with a limit **not to exceed** \$12,980 without prior authorization of Vadnais Lake Area Water Management Organization

Task	Hours	Cost
Task 1: Project Management	9 hours	\$1,320
Task 2: Website Planning	2 hours	\$370
Task 3: Website Design	10 hours	\$1,850
Task 4: Website Development	44 hours	\$8,140
Task 5: Website Training and Maintenance	7 hours (1 hour training, 6 hours maintenance)	\$1,295
<b>Total Cost</b>	<b>72 hours</b>	<b>\$12,980</b>

## Assumptions

- Website will be built in the ConcreteCMS content management system (CMS), a Free and Open Source ([FOSS](#)) system under the [MIT software license](#). ConcreteCMS system requirements are detailed [here](#). Access to editing page content will be granted to the project team.
- VLAWMO will work with HDR to point the website domain to HDR's VPS. The website files and databases will be hosted on HDR's VPS through Veerotech Systems, LLC. All website files and associated databases will be subject to Veerotech's [Terms of Service](#).
- HDR assumes the website will be hosted on HDR's VPS for the duration of the website's live-time. If VLAWMO requests a migration of the website to another server, a contract amendment will be required if not initially accounted for the scope and budget.
- HDR assumes that each round of review will not exceed one week.
- VLAWMO understands that the content document, wireframe and/or design mockup will act as a blueprint for the website. Significant changes or additions made after development has begun may be considered out of scope.
- VLAWMO will provide images, logo files, color palettes, and branding standards as available.
- VLAWMO will provide any required text, documents, and other files as requested by HDR.
- HDR is not responsible for creating new GIS data unless included explicitly in the scope
- If existing suitable high-res imagery is not available, purchasing of licensed stock images or retention of a photographer are not included in this scope of work and would require additional costs not covered in this contract.
- All interactive maps will be developed and provided by VLAWMO
- HDR will utilize the free version of the [Gtranslate](#) auto-translation tool if website content translation is required. Managed translation services such as Gtranslate or Weglot's paid plans, or manually translated content managed on separate page versions are considered outside of scope.
- Google Analytics will be used to track website usage. Access can be granted directly to a VLAWMO -owned Google account. If VLAWMO requires users to consent to the usage of cookies, Google Analytics results will not reflect data from users who have opted not to accept the use of cookies in their browser.
- HDR cannot guarantee uptime or performance of any third-party services used, such as external email services, Google services, Esri services, survey engines, or external content that is framed into the site
- VLAWMO will provide accessibility and data privacy policy statements to HDR for inclusion on the website, as needed.
- HDR's website will support Edge, Chrome (desktop and mobile), Firefox, and Safari (desktop and mobile).

**EXHIBIT B**  
**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Consulting Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

## 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

## 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

## 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

## 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

## 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

## 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

#### 18. DISCLAIMER

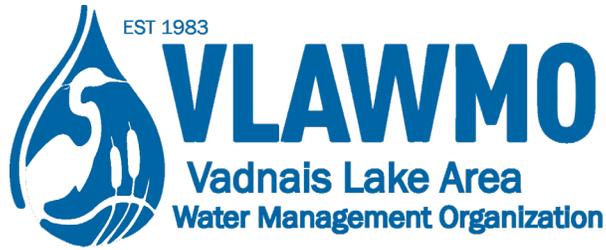
In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

**19 OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

**20. FORCE MAJEURE**

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.



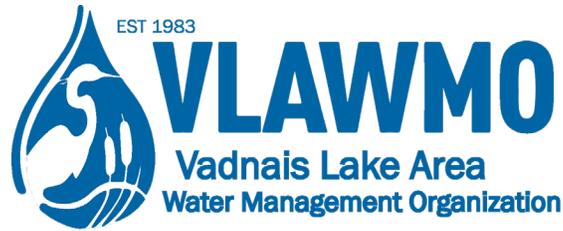
## **Watershed Steward Award Nomination**

**Nominee name and affiliation:** Volunteer, resident, congregation, home/lake owner's association, community group/club, etc.

**Project(s):** Ex. "BMP installation, business partnership event, volunteer recruitment event." Include the goals of the effort, location, and nearby waterbody if applicable.

**Time duration:** Start of project to end of project (mo/yr) or an estimate of hours dedicated to the effort (prep, implementation, meetings, etc.)

**Quote or summary statement:** Based on the memory or experience of the effort, what's the "take-home" summary that describes how the community and watershed benefit? Are there any additional notable skills, problem solving examples, networking, cross-disciplinary strategies, or creative applications?



## **Watershed Partner Award Nomination**

**Nominee name and affiliation:** Volunteer, resident, congregation, home/lake owner's association, community group/club, etc.

**Project(s):** Ex. "BMP installation, project partnership, volunteer event." Include the goals of the effort, location, and nearby waterbody if applicable.

**Time duration:** Estimate of time spent working on projects listed above.

**Quote or summary statement:** Based on your memory or experience of the effort, what's the "take-home" summary that describes how the community and watershed benefit? If there are any additional skills applied, networking examples, problem solving, cross-disciplinary strategies, or creative applications please also describe them to your best ability.

# VI. B. Attachment 1

## Attachment to TEC Packet for Projects/Minor Watershed Plan Amendment Comments Received

MPCA, represented by Brittany Faust (see also letter from MPCA included in the packet):

The screenshot shows an email interface with a toolbar at the top containing icons for back, delete, info, trash, mail, clock, reply, folder, print, and a menu. The page number is 3 of 104. The email subject is "Response to Request for Comments for VLAWMO Proposed Plan Amendment" with a yellow "External" tag and a grey "Official Notifications/Plan Amendment" tag. The sender is "Faust, Brittany (MPCA)" with a profile picture of a green circle with a white 'F'. The recipient is "to me, Michelle". The email is dated "Thu, Sep 22, 6:52 PM (12 days ago)". The body text reads: "Hi Dawn, Please find attached the MPCA's comments for the proposed amendments to the Vadnais Lake Area Watershed Management Organization Comprehensive Watershed Management Plan. Thank you for the detailed letter describing the changes as well as the opportunity to provide comments. Best, Brittany Faust (she/her) | Environmental Specialist Minnesota Pollution Control Agency (MPCA) Watershed Division 520 Lafayette Rd N | St. Paul, MN | 55155 Phone: 651-757-2596 [Brittany.Faust@state.mn.us](mailto:Brittany.Faust@state.mn.us) | [www.pca.state.mn.us](http://www.pca.state.mn.us)". At the bottom is the Minnesota Pollution Control Agency logo.

MDA, represented by Jeffrey Berg:

The screenshot shows an email interface with a toolbar at the top containing icons for back, delete, info, trash, mail, clock, reply, folder, print, and a menu. The page number is 2 of 104. The email subject is "VLAWMO Watershed Management Plan amendment" with a yellow "External" tag and a grey "Official Notifications/Plan Amendment" tag. The sender is "Berg, Jeffrey (MDA)" with a profile picture of a pink circle with a white 'B'. The recipient is "to me, Michelle". The email is dated "Fri, Sep 23, 9:58 AM (11 days ago)". The body text reads: "Greetings Dawn, I have reviewed the proposed amendments to the VLAWMO Watershed Management Plan. Minnesota Department of Agriculture has no comments on the VLAWMO Watershed Management Plan amendment. Thanks for the opportunity to review. Regards, Jeff Berg Water Policy Specialist Minnesota Department of Agriculture 651 201 6338 [Minnesota Department of Agriculture](http://www.mda.state.mn.us) 625 Robert Street North". At the bottom is the Minnesota Department of Agriculture logo.

Metropolitan Council, represented by Maureen Hoffman:

← 📎 ⌚ 🗑️ 📧 ⌚ ↻ 📧 📧 ⋮ 1 of 1 < >

 **Dawn Tanner** Fri, Aug 26, 9:24 AM ☆  
----- Forwarded message ----- From: Jordan, Michelle (BWSR) <Michelle.Jordan@state.mn.us> Date: Fri, Aug 26, 2022 at 9:22 A...

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 **Hoffman, Maureen** <Maureen.Hoffman@metc.state.mn.us> Mon, Sep 26, 2:17 PM (8 days ago) ☆ ↶ ⋮  
to me ▾

Hello Dawn,

I apologize for the lateness of my response! The Metropolitan Council (Council) has completed review of the Vadnais Lake Area Water Management Organization (VLAWMO) amended watershed management plan. The amendments are consistent with the Council's Water Resources Policy Plan. Council staff appreciate the edits, updates, and revisions of the plan. They ensure the plan is current and updates to the budget were formed through excellent partnership with the municipalities contained within the watershed.

Thank you for opportunity to comment on this plan amendment. We do not have any comments regarding this change. If you have any questions, please let me know!

Thank you,  
Maureen Hoffman

City of White Bear Lake, represented by Connie Taillon:

← 📎 ⌚ 🗑️ 📧 ⌚ ↻ 📧 📧 ⋮ 10 of 12 < >

 **Connie Taillon** 📧 Fri, Sep 23, 10:10 AM (11 days ago) ☆ ↶ ⋮  
to michelle.jordan@state.mn.us, Paul, Nathan, me ▾

Hi Dawn,

Thank you for the opportunity to provide comments on the VLAWMO Comprehensive Watershed Management Plan amendment. Understanding that this plan amendment is to update budgeting and programs only and is not a comprehensive update, please consider the following comments only as you see fit within the context of this amendment.

-

City of White Bear Lake Comments

- 1) The City plans to rehabilitate streets within the Lambert Creek subwatershed in the near future. If VLAWMO's intent is to assess the potential for stormwater management projects that coincide with street reconstruction projects within all subwatersheds, consider adding language to the Lambert Creek 'Capital Projects and Improvements' on page 46 similar to the Birch Lake subwatershed revised language on page 48, and include a budget item in the plan implementation table if needed.
- 2) Because the City of White Bear Lake is referenced as a partner for projects within the Gem Lake subwatershed, consider adding the City of White Bear Lake as one of the 'Potential Partners' in the table on page 45 for consistency.
- 3) Consider revising the date when the City's LWMP was adopted in Table 5 on page 60. The City's latest LWMP update was in 2021.

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | [info.pca@state.mn.us](mailto:info.pca@state.mn.us) | Equal Opportunity Employer

September 22, 2022

Dawn Tanner  
Program Development Coordinator  
Vadnais Lake Area Watershed Management Organization  
800 County Road E East  
Vadnais Heights, MN 55127  
651-204-6074  
[dawn.tanner@vlawmo.org](mailto:dawn.tanner@vlawmo.org)

RE: Vadnais Lake Area Watershed Management Organization 2017-2026 Watershed Management Plan Amendment

Dear Dawn Tanner:

The Minnesota Pollution Control Agency (MPCA) has reviewed the proposed amendments to the 2017 – 2026 Vadnais Lake Area Watershed Management Organization Watershed Management Plan (Plan) and we are providing no comments as part of the official 30-day review and comment period.

The MPCA appreciates the opportunity to participate and provide input throughout your Plan amendment process. If we may be of further assistance, please contact Brittany Faust at 651-757-2596 at the MPCA's St. Paul Office.

Sincerely,



*This document has been electronically signed.*

Brittany Faust  
Environmental Specialist  
East Central Watershed Unit  
Watershed Division



## VI. B. Attachment 3

Dawn Tanner <dawn.tanner@vlawmo.org>

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### Request for comment: VLAWMO Comprehensive Watershed Management Plan Amendment

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Jordan, Michelle (BWSR) <Michelle.Jordan@state.mn.us>

Fri, Sep 30, 2022 at 2:19 PM

To: Dawn Tanner <dawn.tanner@vlawmo.org>

Cc: Phil Belfiori <phil.belfiori@vlawmo.org>, "Westrick, Marcey (BWSR)" <marcey.westrick@state.mn.us>, "Sventek, Judy" <judy.sventek@metc.state.mn.us>, "Risberg, Jeff (MPCA)" <jeff.risberg@state.mn.us>, "Freitag, John (MDH)" <john.freitag@state.mn.us>, "Weisman, Barbara (DNR)" <barbara.weisman@state.mn.us>, "Lais, Dan R (DNR)" <dan.lais@state.mn.us>, "renee.sande@co.anoka.mn.us" <renee.sande@co.anoka.mn.us>, "Berg, Jeffrey (MDA)" <jeffrey.berg@state.mn.us>, "Neuendorf, Beth (DOT)" <beth.neuendorf@state.mn.us>, "Churchich, Molly" <Molly.Churchich@co.ramsey.mn.us>, Andrew Nelson <anelson3@linolakes.us>, Jim Lindner <lindner1858@yahoo.com>, "kkress@northoaksmn.gov" <kkress@northoaksmn.gov>, Jesse Farrell <jesse.farrell@cityvadnaisheights.com>, Connie Taillon <ctaillon@whitebearlake.org>, "pat.christopherson@whitebeartownship.org" <Pat.Christopherson@whitebeartownship.org>, Chris Lord <chris.lord@anokawcd.org>, "Ann WhiteEagle-Ramsey Co. Cons. Dist." <Ann.WhiteEagle@co.ramsey.mn.us>, "Roe, Justine (CI-StPaul)" <justine.roe@ci.stpaul.mn.us>, Kristie Elfering <ASCKristie@nohoa.org>

Good afternoon Dawn,

I am writing in response to the August 25<sup>th</sup>, 2022submittal of proposed changes to the Vadnais Lake Area Watershed Management Organization (VLAWMO) Watershed Management Plan (Plan). The email submittal indicated the intent to follow the minor plan amendment procedure as defined in MN Rules 8410.0140 Subp.2. As per the rule, the proposed plan amendment was sent to the plan review authorities and the Board of Water and Soil Resources (BWSR) for a minimum 30-day review period, which ended September 25<sup>th</sup>, 2022

Responses were received from three state review agencies and one municipality. The Minnesota Pollution Control Agency responded that they appreciated the opportunity to participate and did not have further comment on the proposed amendment. The Minnesota Department of Agriculture thanked VLAWMO for the opportunity to review, and stated they did not have comments. The City of White Bear Lake requested that VLAWMO consider adding language to the Lambert Creek "Capital Projects and Improvements" similar to the revised language for the Birth Lake subwatershed, consider adding the City to the potential partners table, and consider revising the date when the City's local water management plan was adopted. VLAWMO responded to the City of White Bear Lake that they would include the first two suggestions in this amendment, and include the third in the next round of the Plan.

No county board has filed an objection to the amendment with BWSR during the comment period, and the amendments are not necessary to make the plan consistent with an approved and adopted county groundwater plan. The VLAWMO plans to hold a public hearing on the proposed plan amendment in accordance with the rule requirements on October 26, 2022.

**In reviewing this information, BWSR agrees that these revisions constitute a minor plan amendment in accordance with MN Rules 8410.0140 Subp.2.**

We commend the VLAWMO for maintaining a current watershed management plan. Once the VLAWMO completes the public hearing and adopts the changes, please distribute the final amendment in the form of replacement pages for the Plan in accordance with MN Rules 8410.0140 Subp's. 4 and 5. Refer to the Metro Plan Review Roster on the BWSR website for the plan format review agencies have requested.

Please consider this email the official BWSR response and retain it for your records. If you have any follow-up questions or concerns, please do not hesitate to reach out.

Sincerely,

**Michelle Jordan | Board Conservationist**

Minnesota Board of Water and Soil Resources (BWSR)

520 Lafayette Road North

St. Paul, MN, 55155

651-308-6724

(she/her)

---

**From:** Dawn Tanner <dawn.tanner@vlawmo.org>

**Sent:** Thursday, August 25, 2022 11:06 AM

**To:** Berg, Jeffrey (MDA) <jeffrey.berg@state.mn.us>; Westrick, Marcey (BWSR) <marcey.westrick@state.mn.us>; Weisman, Barbara (DNR) <barbara.weisman@state.mn.us>; Lais, Dan R (DNR) <dan.lais@state.mn.us>; Freitag, John (MDH) <john.freitag@state.mn.us>; Risberg, Jeff (MPCA) <jeff.risberg@state.mn.us>; Sventek, Judy <judy.sventek@metc.state.mn.us>

**Cc:** Jordan, Michelle (BWSR) <Michelle.Jordan@state.mn.us>; Phil Belfiori <phil.belfiori@vlawmo.org>

**Subject:** Request for comment: VLAWMO Comprehensive Watershed Management 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.

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Dear review authority members:

VLAWMO has been working on an Amendment to our Comprehensive Watershed Management Plan with our Technical Commission, Board of Directors, and BWSR. Our Board approved the Amendment and authorized VLAWMO to distribute the Draft Amendment and notice our public meeting. We request your comments by September 25, 2022.

Please find the Draft Amendment attached to this email and linked here:  
[https://www.vlawmo.org/index.php/download\\_file/4059/](https://www.vlawmo.org/index.php/download_file/4059/)

The attached letter provides a detailed account of all changes included in the plan.

Thank you for your involvement in this process. We appreciate your time and effort.

Sincerely,

Dawn Tanner

--

 **DAWN TANNER, PhD**  
Program Development Coordinator  
651.204.6074 | www.vlawmo.org  
800 E County Rd E, Vadnais Heights, MN 55127  
Vadnais Lake Area Water Management Organization



### INTRODUCTION

This chapter provides a list of specific activities planned for each of the VLAWMO subwatersheds (identified in Figure 4). For each subwatershed, there is a table which identifies the water resources VLAWMO actively manages and includes a management classification, along with any correlating issues or constraints and potential partners for programs and projects.

There are three management classifications for the waterbodies:

**Restore** – for waterbodies which have threatened or impaired water quality, such as those listed on the Impaired Waters List. These may have more involved studies or projects planned in order to meet state standards.

**Protect** – for waterbodies that currently meet state standards. Activities will be focused on protecting the water quality and preventing degradation.

**Monitor** – for waterbodies that are meeting state standards or are trending towards meeting state standards. All waterbodies are monitored as part of VLAWMO’s core activities. If a waterbody is given this classification, it is meant to represent that VLAWMO will be carefully considering the water quality data to determine if future actions are needed for those that are close to the state standards.

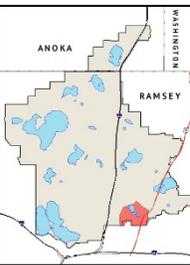
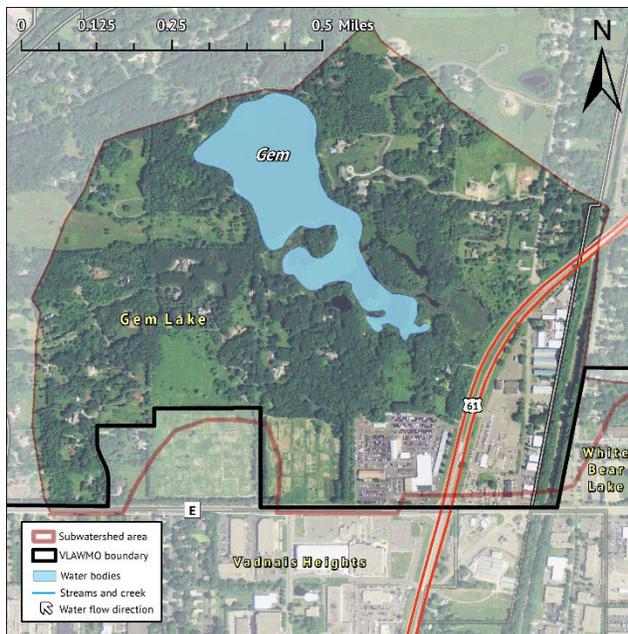
Waterbodies may have more than one management classification. These classifications serve as a guide for what activities may need to be implemented.

The activities identified are for those outside of the watershed-wide core activities described in Chapter 3. Note that in this Chapter, the Lambert Creek subwatershed has been subdivided further to separate out the Goose Lake drainage area. The Goose Lake drainage area requires significant effort to meet the water quality goals for the 2 basins and there are numerous activities planned over the next 10 years, which justified the creation of its own activity page.

The action steps presented in this section are a starting point for implementation of programs and projects to achieve goals. Funding for some activities will require assistance from grants and/or partner contribution. VLAWMO staff will communicate with relevant stakeholders for each subwatershed regularly to coordinate implementation of projects and programs in each subwatershed. Annual reviews will determine if changes to activities are necessary.

More information about the waterbodies is available in Appendix B of this Plan and on the VLAWMO website.

## 4.1 GEM LAKE SUBWATERSHED



Gem Lake is currently impaired for nutrients, but may be removed from the Impaired List by 2020 based on current monitoring data which shows it has met the nutrient standard for shallow lakes between 2010 and 2014. The lake has no public access and there are imposed buffers for all properties around the lake. Studies indicate no curly leaf pondweed or rough fish. If water quality data indicates an increase in nutrients, another fish survey may be completed to determine if rough fish are now present and/or expanded water sampling and biotic studies may occur to better ascertain sources of nutrients.

Water Resource	Gem Lake
Management Classification	Monitor/Protect
Issues or Constraints	Impaired for nutrients (may be removed from Impaired List)
Potential Partners	City of Gem Lake, MnDOT, Ramsey County, <a href="#">City of White Bear Lake</a>

### Monitoring:

- Complete fish, bathymetric and vegetation surveys when the SLMP is updated (2024).
- If water quality data shows degradation, pursue another fish survey to determine if rough fish are now present and expand monitoring to better characterize watershed loadings.

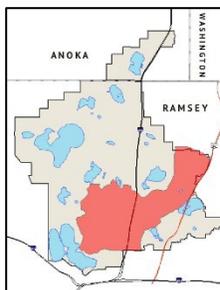
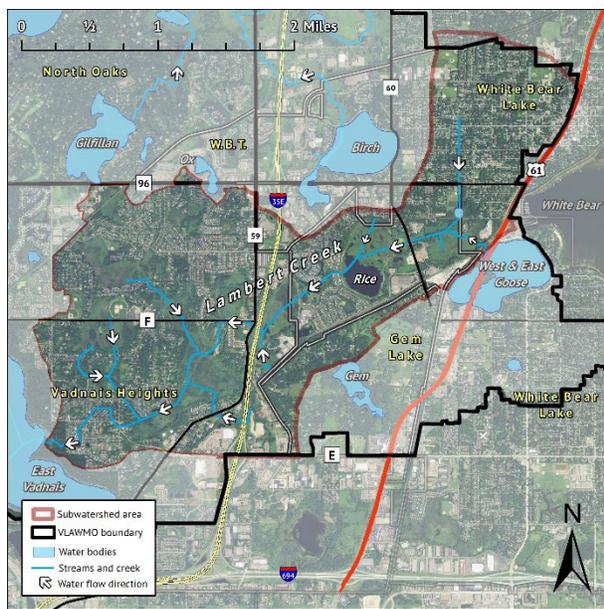
### Education and Outreach:

- Support septic system management by passing information on programs through to landowners interested testing, maintaining, or upgrading their systems.
- Support evolution of a lake association as interest arises.

### Capital Projects and Programs:

- Work with the Cities of Gem Lake and White Bear Lake to discuss stormwater management and retrofit opportunities ~~with future redevelopment of properties along Hoffman Road~~. Evaluate cost and benefit of stormwater BMPs and prioritize for implementation accordingly. Pursue implementation with partners when feasible within budget constraints.

## 4.2 LAMBERT CREEK SUBWATERSHED TARGETED ACTIVITIES



Lambert Creek flows through the southern portion of VLAWMO. It starts at Goose Lake and its tributaries include storm sewers from the City of White Bear Lake, City of Vadnais Heights, and White Bear Township. VLAWMO has implemented a bacterial source study to better assess where efforts should be placed to reduce *E.coli* levels in the creek. VLAWMO is also interested in continuing to implement projects to protect the stream banks and prevent erosion.

Water Resource	Lambert Creek
Management Classification	Restore/Protect
Issues or Constraints	Impaired for <i>E.coli</i> Possible future impairment for nutrients Altered hydrology and habitat
Potential Partners	City of Vadnais Heights, City of White Bear Lake, White Bear Township, Ramsey County, SPRWS

### Monitoring:

- Develop stage/discharge relationships at all Lambert Creek sampling locations. Install a pressure transducer at 1-3 locations (downstream is highest priority, major pour points or storm sewer outfalls are the second priority).
- Conduct monitoring and inspection to assess public ditch status and determine maintenance needs.

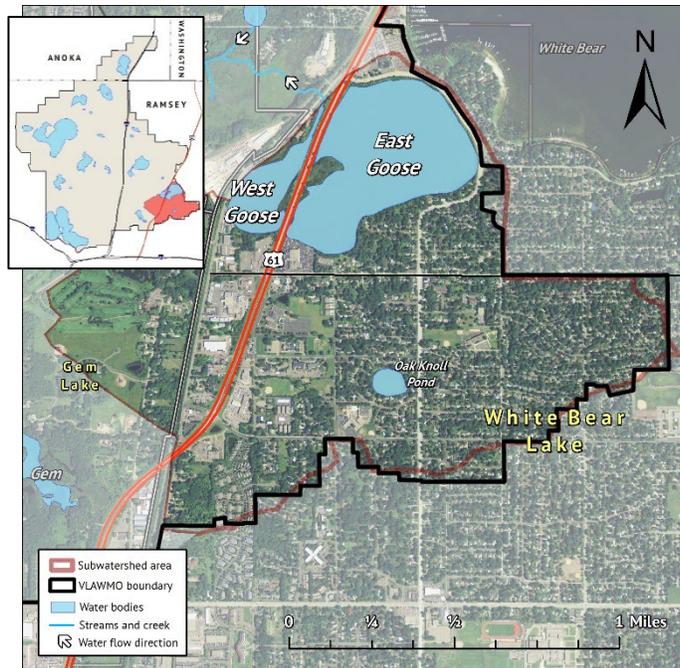
### Education and Outreach:

- Work with the MS4s to actively manage pet waste along the creek through education and/or ticketing campaign.

### Capital Projects and Programs:

- Conduct a wildlife survey to determine contribution to the bacteria impairment and a stream restoration assessment. Implement restoration and stabilization projects based on cost-benefits and opportunistic partnerships.
- Implement enhanced wetland project at Whitaker Pond targeting bacteria and nutrient removal with grant assistance using LCCMR funds; pursue expansion of the project is successful.
- Address capital maintenance and repair needs for Lambert Lake pond and the public ditch system, and pursue restoration opportunities with the potential to improve water quality, bacterial impairment, and/or wetland functional capacity.
- Assess potential for stormwater management projects that coincide with road reconstruction projects or are identified as optimal retrofit and restoration opportunities.

## 4.25 GOOSE LAKE (EAST & WEST) SUBWATERSHED TARGETED ACTIVITIES



East and West Goose Lakes are on the 303d Impaired Waters List for high nutrients. Internal loading is the primary source of the impairments. The internal load in East Goose has been impacted by historical discharge from the former White Bear Lake Waste Water Treatment Plant. East Goose Lake requires a 91% load reduction which will come primarily from internal sources with some watershed load reduction. The required 70% load reduction to meet state standards in West Goose Lake will come from internal, watershed, and East Goose Lake load reductions. Other factors that influence water quality in the two lakes are rough fish and invasive aquatic macrophytes. West Goose Lake is also used for extensive waterskiing, which a recent study has shown impacts lake water quality.

Water Resource(s)	East and West Goose Lakes
Management Classification	Restore
Issues or Constraints	Impaired for nutrients
Potential Partners	City of White Bear Lake, Ramsey County, SPRWS

### Monitoring:

- Conduct a fish survey every 3-4 years to monitor rough fish populations.
- Complete bathymetric and vegetation surveys when SLMP is updated (2023).
- Possible expansion of water sample collections to better characterize watershed loads.
- Investigate the need to manage curly leaf pond weed populations in the lake by quantifying the impact of curly leaf on summer internal loads.

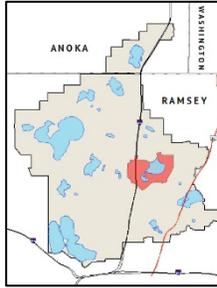
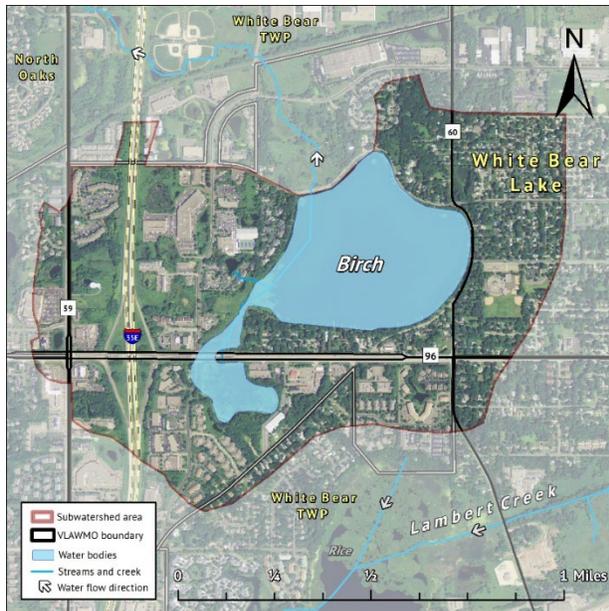
### Education and Outreach:

- Due to the recreational use of the lake, provide proactive education to partners and other affected parties for nutrient reduction activities.

### Capital Projects and Programs:

- Ongoing management of rough fish populations through harvesting and other technologies.
- Complete internal loading core study and prepare a feasibility study to identify internal load management strategies which may include recreational management, whole or partial lake alum applications, dredging, and other technologies.
- Pursue vegetative restoration, AIS management, or other treatment options to target watershed load and internal loading.
- Implement BMPs to reduce nutrients being delivered to the lake and reduce internal loading.

## 4.3 BIRCH LAKE SUBWATERSHED TARGETED ACTIVITIES



Birch Lake's water quality meets state standards. The Birch Lake Improvement District (BLID) had concerns regarding the potential for increasing chloride levels in this shallow lake due to its proximity to major roadways: Highway 96 and Interstate

35E. In 2015, the BLID provided funds for VLAWMO staff to measure for chloride throughout the year rather than the standard protocol of one measurement in the spring. Currently the level of chloride is not a concern but VLAWMO will continue to collect the additional measurements if the BLID supports that activity. Due to the abundance of vegetation in the lake, the BLID operates a harvester to manage nuisance levels.

Water Resource	Birch Lake
Management Classification	Protect
Issues or Constraints	Proximity to major roads
Potential Partners	City of White Bear Lake, Ramsey County, MnDOT, BLID

### Monitoring:

- Support the BLID in their fish and vegetation surveys.
- Explore costs and benefits of better characterization of watershed loading through automated sampling.

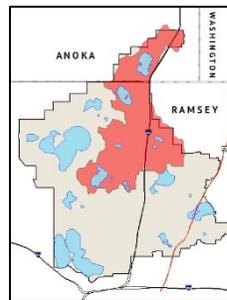
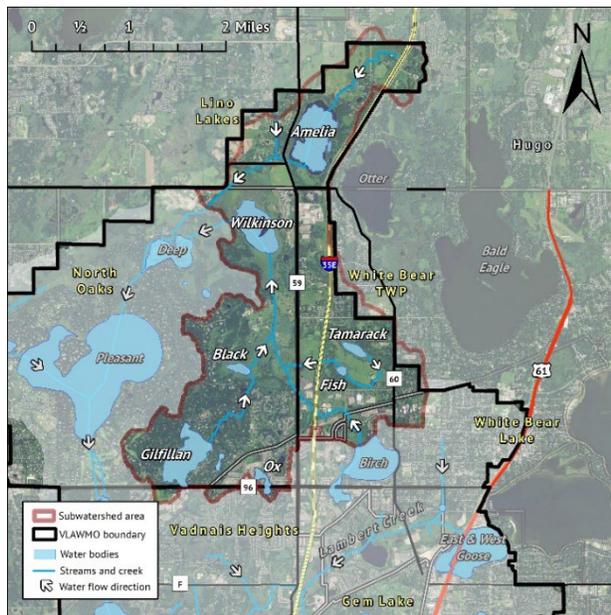
### Education and Outreach:

- Engage with the City and offer support towards better street sweeping and road salt application methods (assist with training for their Public Works staff) with guidance from the Twin Cities Metropolitan Area Chloride Management Plan (link in the References section).
- Use existing educational materials and/or create materials for homeowners about chloride, raking leaves, and other water friendly yard management techniques. Materials may include postcards or handouts, as well as content for the City's website and newsletter consistent with the Education and Outreach Plan. Engage with the City's Environmental Commission with this information to help spread the word. Send direct mailings/postcards to those who live on the lake and/or within the subwatershed area.

### Capital Projects and Programs:

- Assess potential for stormwater management projects that coincide with road reconstruction projects or are identified as optimal retrofit and restoration opportunities at 4<sup>th</sup> and Otter Lake Road and implement if feasible.
- Pursue subwatershed raingarden projects or other stormwater BMP projects runoff projects, and restoration projects, and implement when feasible to proactively protect Birch Lake.

## 4.4 GILFILLAN-TAMARACK-BLACK-WILKINSON-AMELIA SUBWATERSHED TARGETED ACTIVITIES



VLAWMO actively manages five water bodies in this subwatershed and they are all shallow lakes. Three of the five are on the Impaired List for nutrients (Tamarack, Gilfillan and Wilkinson). The water bodies are connected through a series of ditches, storm sewers, ponds and numerous wetlands and ultimately discharge to Deep Lake. The recent diversion of high-quality water from Pleasant Lake to augment Gilfillan Lake levels is improving water quality in Gilfillan which is typically a land locked basin. Amelia and Black Lakes are currently meeting state standards. Wilkinson will be a focus for nutrient source studies and project implementation.

Water Resource	Gilfillan Lake	Tamarack Lake	Black Lake	Wilkinson Lake	Amelia Lake
Management Classification	Monitor	Restore	Protect	Restore	Protect
Issues or Constraints	Impaired for nutrients	Impaired for nutrients	None identified	Impaired for nutrients	None identified
Potential Partners	City of North Oaks, NOHOA	Ramsey County, Tamarack Nature Center	City of North Oaks, NOHOA	City of North Oaks, North Oaks Company, NOHOA	City of Lino Lakes

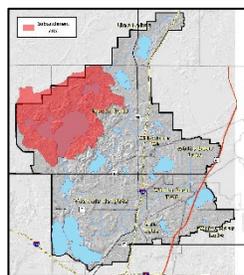
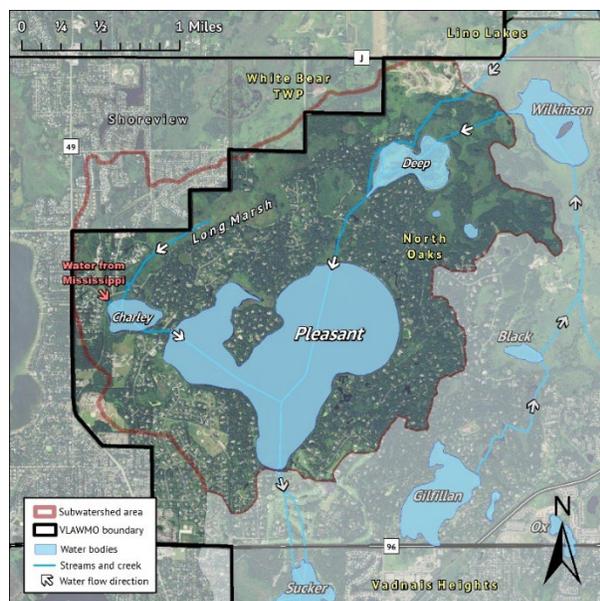
### Monitoring:

- On Black Lake, survey wild rice and other vegetative communities every 3-4 years.
- On Gilfillan, Tamarack, Black and Amelia, complete fish, bathymetric and vegetation surveys when SLMPs are written or updated.
- Conduct fish survey on Wilkinson to assess rough fish population.
- Utilize auto-sampler at one of the inlet areas at Wilkinson and do grab samples at other inlet and outlet.

### Capital Projects and Programs:

- Conduct watershed and internal load assessment on Wilkinson and Tamarack Lakes for nutrient mitigation project development and implementation. Implement identified projects when feasible.
- Possible rough fish management on Wilkinson if deemed feasible.
- Offer assistance to the City of North Oaks and North Oaks Company to discuss and review development plans and offer possible partnership for stormwater management opportunities. Assist with implementation when feasible.
- Implement subwatershed BMPs and/or restoration partnership projects.

## 4.5 Pleasant-Charley-Deep Subwatershed Targeted Activities



Pleasant, Charley and Deep Lakes are part of the SPRWS chain of lakes. Pleasant Lake is on the Impaired Waters List for high nutrient levels and is actively managed by the SPRWS. Charley Lake is the first in the chain of lakes, receiving Mississippi water via pipe. There is concern from the City of North Oaks regarding the buildup of sediment in Charley Lake from the river water. Though past aerial photos have shown algae blooms at major stormwater inlets in Charley Lake and Pleasant Lake, the primary sources of nutrients to the lakes are the Mississippi River and potentially internal loading.

Water Resource	Pleasant Lake, Charley Lake, Deep Lake
Management Classification	Monitor/Restore
Issues or Constraints	Potential excess nutrients, Mississippi River inputs
Potential Partners	City of North Oaks, SPRWS, Met Council, NOHOA

### Monitoring:

- Complete fish, bathymetric, [AIS](#), and vegetation surveys/[monitoring](#) when SLMPs are written or updated, [or as prioritized by the Board and as per the budget.](#)

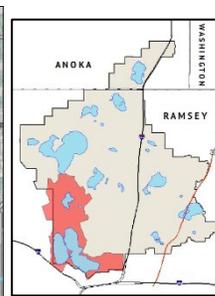
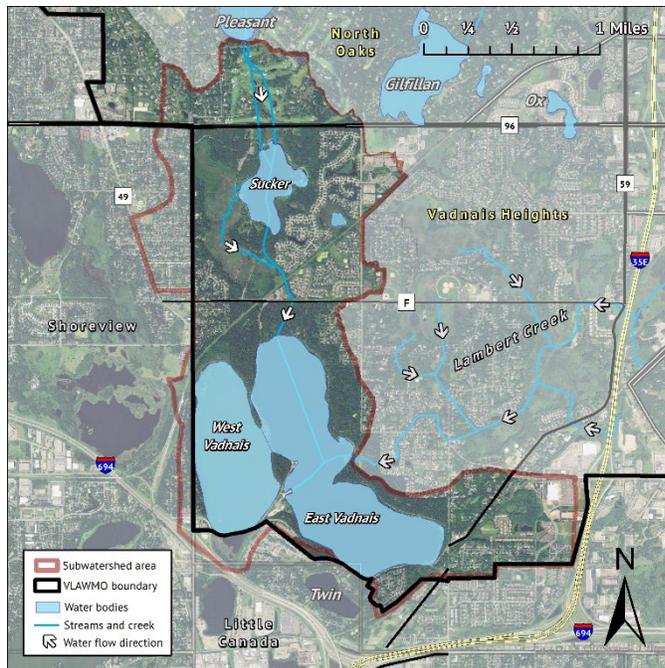
### Education and Outreach:

- Attend SPRWS Board meetings and communicate regularly with SPRWS staff to discuss upcoming projects and coordination and partnership with VLAWMO.

### Capital Projects and Programs:

- Conduct a water and nutrient balance study for the lakes; this may be conducted as part of a feasibility study in preparation to assess impacts of potential operational changes intended by the SPRWS.
- ~~Partner with the City of North Oaks and the SPRWS on a feasibility study regarding the effect on water quality due to possible increased pumping of water by the SPRWS.~~
- Conduct watershed load assessment ~~on Deep Lake~~ and implement [BMP](#) projects based on outcomes.
- Consider BMPs to improve water quality ~~on Deep Lake~~ including but not limited to controlling rough fish. Implement when feasible with involvement of partners.
- Conduct a sedimentation study on Charley and Pleasant Lakes.
- Partner on shoreline stabilization projects [and subwatershed raingarden projects](#) on Pleasant Lake where deemed appropriate.
- Partner with the City of North Oaks, the City of Vadnais Heights, and the SPRWS on a feasibility study regarding the effect on water quality due to possible increased pumping of water by the SPRWS.

## 4.6 SUCKER-VADNAIS SUBWATERSHED TARGETED ACTIVITIES



Sucker and East Vadnais are part of the SPRWS chain of lakes and are surrounded by parkland and protected open space. SPRWS monitors and manages Sucker and East Vadnais. East Vadnais is the drinking water reservoir and water is continuously pumped to the SPRWS treatment facility located in Roseville. West Vadnais Lake is on the Impaired Waters List for high nutrients. It has a small drainage area and it is unknown if there is an underground connection to East Vadnais Lake.

Water Resource	Sucker Lake, East Vadnais Lake	West Vadnais Lake
Management Classification	Monitor/Protect	Monitor/Restore
Issues or Constraints	Potential excess nutrients, Mississippi River input	Nutrient impairment; proximity to major road.
Potential Partners	SPRWS, City of Vadnais Heights, Ramsey County	City of Vadnais Heights, Ramsey County

### Monitoring:

- Complete bathymetric and vegetation surveys when SLMPs are written or updated.

### Education and Outreach:

- Attend SPRWS Board meetings and communicate regularly with SPRWS staff to discuss upcoming projects and coordination and partnership with VLAWMO.

### Capital Projects and Programs:

- Complete internal loading study on West Vadnais and prepare a feasibility study to identify internal load management strategies and implement projects.
- Partner with the City of North Oaks, the City of Vadnais Heights, and the SPRWS on a feasibility study regarding the effect on water quality due to possible increased pumping of water by the SPRWS.
- Assess wetland health, especially in native vegetation areas, implementing restoration when feasible.
- Conduct research on indicator species in the watershed. Conduct or partner on invasive species management including rough fish for West Vadnais Lake.
- Conduct subwatershed feasibility studies, and implement BMP projects/retrofits where feasible.

# 5 PLAN IMPLEMENTATION AND ROLES

## 5.1 RESPONSIBILITIES OF VLAWMO AND ITS PARTNERS

The Metropolitan Surface Water Management Act defines specific authorities and requirements for different types of watershed management organizations. As a Joint Powers watershed management organization (WMO) the following table identifies those responsibilities as mandatory (M) or discretionary (D) and the role VLAWMO will assume in each case.

TABLE 4: VLAWMO DUTIES AND RESPONSIBILITIES

Duties and Responsibilities	Joint Powers WMO	Vadnais Lake Area WMO
Adopt a Watershed Management Plan	M	Adopts a Watershed Management Plan
Prepare an Annual Report	M	Prepares an annual report
Appoints an advisory committee	M	Appoints a TEC and convenes the WAV
Manage transferred drainage system	D	VLAWMO accepted drainage authority over Co. ditches 13 (Dillon) and 14(Lambert)
Receive drainage system improvement & establishment petitions	D	VLAWMO manages the ditches as urban stormwater conveyance systems with its partner municipalities
Adopt water management rules	D	Water management standards have been adopted in its Water Policy
Receive petitions for projects	D	Solicits and acts upon project requests
Conducts hearing on annual budget	D	Public review of the annual budget is at its regular June meeting prior to adoption
Hire employees	D	Employees are hired by VLAWMO
Enters into contracts & agreements	D	Enters into contracts & agreements
Regulate development	D	No
Administers the Wetland Conservation Act	D	Yes
Initiates projects	D	Initiates projects
Approve local water management plans	M	Approves LWMPs
Finance Authority	D	Storm sewer utility

As noted above, VLAWMO does not exercise land use or permitting authority at this time. VLAWMO may assume a permitting program under the following circumstances:

- A local government does not have an approved and adopted local water management plan or has not adopted the standards identified in the VLAWMO Water Policy or official controls to implement those standards.
- A permit application to a local government requires an amendment or variance from the adopted local water management plan or official controls.

During the 2007-2016 VLAWMO Watershed Management Plan, all 6 local governments developed and adopted an approved LWMP. The annual reporting and evaluation requirement in Minnesota Rules 8410.0150 specify that VLAWMO evaluated the status of local water plan adoption and local implementation of activities required by the watershed management organization. Oversight of LWMP implementation has been informal to date. In 2017, VLAWMO will develop a more formal oversight process for local government implementation of official controls.

# 5 PLAN IMPLEMENTATION AND ROLES

## 5.2 Annual Review Process

Programmatic and project specific gaps will be identified through internal evaluations and regular meetings between VLAWMO and its partners. This allows all local and state units of government to make minor adjustments during the next 10 years by selecting from the prioritized list of actions, also by adding to the list and deleting items as the science is updated and the policies or resources change. This will be done on a subwatershed basis and with consideration to VLAWMO's core activities.

FIGURE 12: IMPLEMENTATION AND REVIEW PROCESS



During this Plan period, the Board will annually review progress towards goals. This self- assessment will be done through the annual reporting process which takes into consideration the annual water quality monitoring report and evaluation of the success of core activities and subwatershed activities Report cards for each subwatershed will aid in tracking progress (Figure 13). The VLAWMO Annual Report will compile all of the evaluations and adjustments will be considered where necessary.

To assist in this self- assessment process VLAWMO will meet with member cities and townships annually to assess progress towards goals. Core activities will be reviewed to assure that they are still supporting the mission and priorities of the watershed. Results of that self-assessment will be reflected in the Annual Report as well as direction for the next year. The review of the annual work plan includes the goal being addressed, the strategy being implemented and a description of the results.

# 5 PLAN IMPLEMENTATION AND ROLES

FIGURE 13: EXAMPLE OF SUBWATERSHED REPORT CARD

2018 REPORT CARD			
BIRCH LAKE	2017 Activities and Results	Progress in 2018	Plans and Goals for 2019
Monitoring:			
TP (ug/L)			
Chl A (ug/L)			
SDT (m)			
Support BLID in fish and vegetation surveys			
Education and Outreach:			
Engage partners on additional street sweeping and chloride management			
Capital Projects and Programs:			
Assess potential for stormwater management project at 4th & Otter Lk Rd			
Support stormwater management activities during redevelopment			
Landscape Grant Projects completed			

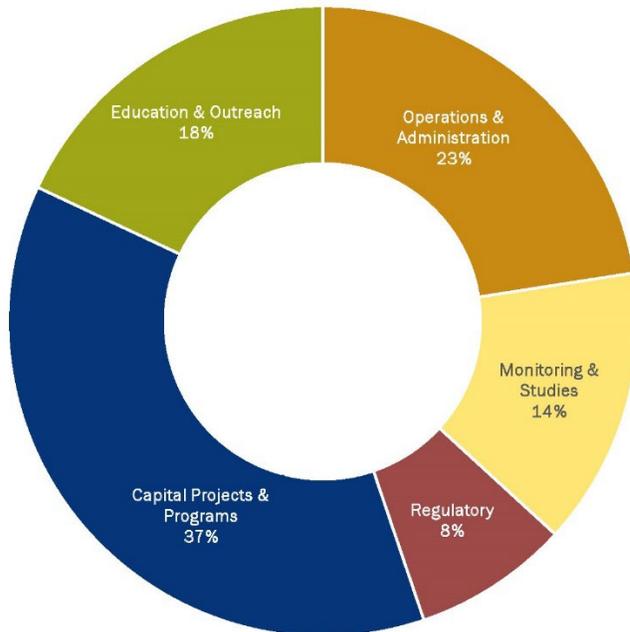
# 5 PLAN IMPLEMENTATION AND ROLES

## 5.3 VLAWMO IMPLEMENTATION BUDGET AND SCHEDULE

VLAWMO’s Joint Powers Agreement allows for a variety of funding mechanisms. The chief funding method that will continue to be used is the Storm Sewer Utility (SSU) fee. The SSU Rule is included in Appendix C of this Plan. It was adopted by the Board in 2007 and provides a funding mechanism based on land use classification. Fees are collected by the counties through the property tax collection system. The SSU continues to provide a stable source of funding for the watershed. A small portion of funding may also come from service fees, WCA grant reimbursement, and interest from bank accounts. The funding is used to conduct VLAWMO’s core activities.

Figure 14 shows how the 2017 budget is expected to be spread among the five core activities. Employee salaries and associated human resources costs are prorated among the various core

FIGURE 14: 2017 VLAWMO BUDGET DISTRIBUTION FOR CORE ACTIVITIES



activities to demonstrate the level of involvement required for each activity. Large capital projects may be funded through a variety of mechanisms. SSU fees collected over time, partner contributions, grant funding, in-kind labor or material contributions, or special assessment areas set up through our municipal partners may all play a role. VLAWMO’s grant funding has ranged from \$0 to \$500,000 per year for the past 5 years.

The overall cost, sequencing, and potential partnerships for implementation of this Plan is shown in Figure 15.

# 5 PLAN IMPLEMENTATION AND ROLES

FIGURE 15: 2017 - 2026 IMPLEMENTATION SCHEDULE AND BUDGET

VLAWMO IMPLEMENTATION BUDGET											
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Partners
<b>Core Activities</b>											
Operations & Administration	\$146,420	\$150,800	\$155,300	\$190,000	\$194,800	\$199,700	\$204,800	\$210,000	\$215,400	\$221,000	
Monitoring & Studies	\$92,640	\$95,400	\$98,300	\$111,200	\$114,200	\$117,300	\$120,500	\$123,800	\$127,200	\$130,700	SPRWS, CLMP Volunteers
Education & Outreach	\$119,790	\$123,400	\$127,100	\$130,900	\$134,800	\$138,800	\$143,000	\$147,300	\$151,700	\$156,300	Member MS4s and others
Capital Projects and Programs	\$196,630	\$202,500	\$208,600	\$214,900	\$221,300	\$227,900	\$234,700	\$241,700	\$249,000	\$256,500	MS4s, BWSR, RCD & others
Regulatory Program	\$49,760	\$51,300	\$52,800	\$54,400	\$56,000	\$57,700	\$59,400	\$61,200	\$63,000	\$64,900	Member MS4s and others
<b>Subwatershed Activities</b>											
<b>Gem Lake</b>											
Fish survey (done during SLMP years)										\$1,600	Contractor
Bathymetry & vegetation surveys (done during SLMP years)										\$3,200	RCD
Commercial area retrofit feasibility study & project implementation Retrofit and other stormwater BMP partner feasibility studies and projects						\$150,000		\$150,000		\$95,000	City of Gem Lake, City of White Bear Lake, Ramsey Co
<b>Lambert Creek</b>											
Pet Waste Management	\$1,000	\$1,000									MS4s
Bacteria reduction project implementation				\$50,000		\$30,000					Contractor, Consultant, MS4s
Wildlife survey & stream restoration assessment		\$22,000									DNR, Consultant
Stream restoration, watershed protection, and retrofit projects			\$200,000	\$100,000	\$100,000	\$100,000	\$200,000	\$85,000		\$105,000	Contractor, Consultant, MS4s
Public drainage program maintenance and inspection								\$30,000	\$45,000	\$45,000	City of Vadnais Heights, City of White Bear Lake
Ditch repair and maintenance projects								\$50,000	\$100,000	\$200,000	City of Vadnais Heights, City of White Bear Lake
Debt service on infrastructure replacement								\$40,000	\$40,000	\$40,000	
Whitaker Pond wetlands retrofit installation	\$400,000	\$20,000	\$80,000								LCCMR, Contractor, Consultant, MS4s
Whitaker Pond wetlands expansion and/or restoration					\$500,000			\$70,000			Contractor, Consultant, MS4s
<b>Goose Lake</b>											
Curlyleaf Pondweed Survey			\$3,000								RCD
Load assessment for nutrient mitigation project development	\$10,000										Consultant, MS4s, SPRWS
Internal load mitigation project implementation & invasive species treatment				\$220,000				\$205,000	\$55,000	\$185,000	Consultant, MS4s, DNR
Bathymetry & vegetation surveys (done during SLMP years)										\$5,000	RCD
Fish survey & rough fish harvest	\$4,000				\$4,500					\$5,000	MS4s
Subwatershed loading project implementation			\$99,000	\$30,000	\$30,000		\$50,000	\$25,000	\$30,000	\$150,000	Consultant, MS4s, SPRWS, Property Owners
<b>Birch Lake</b>											
Bathymetry, vegetation & fish surveys (done during SLMP years)			\$5,000								RCD, BLID
Engage partners on additional street sweeping & chloride management			\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	City of White Bear Lake, RCD, MNDOT, BLID
Subwatershed neighborhood raingarden and restoration projects				\$7,500		\$30,000		\$20,000	\$10,000	\$10,000	City of White Bear Lake, BLID
Support BLID efforts			\$1,000	\$1,500	\$1,500	\$1,500	\$1,500	\$2,000	\$2,000	\$2,000	BLID
4th and Otter Lake Road project development		\$8,000									City of White Bear Lake, RCD, WFB Grant, BLID
4th and Otter Lake Road project implementation Reconstruction and retrofit project development and implementation			\$127,000					\$70,000		\$20,000	WFB Grant, City of White Bear Lake, BLID
<b>Giffilan-Tamarack-Black-Wilkinson-Amelia</b>											
Wilkinson - Bathymetry, vegetation, & fish surveys	\$2,600							\$8,000			RCD, NOHOA, City of North Oaks
Wilkinson - Load assessment and related feasibility studies for nutrient mitigation project development	\$15,000								\$15,000		NOHOA, City of North Oaks, Consultant
Wilkinson - Rough fish management		\$3,000		\$3,000		\$3,000		\$3,000			NOHOA, City of North Oaks
Wilkinson and/or Tamarack - Nutrient reduction (watershed and internal load) project implementation			\$50,000	\$20,000	\$50,000			\$163,000	\$200,000	\$283,000	NOHOA, City of North Oaks, NOC, Anoka County, Ramsey County, WBT
Giffilan/Tam/Black/Amelia - Bathymetry, veg, & fish surveys (SLMP years)			\$3,000	\$3,000	\$5,000	\$3,200	\$5,000				RCD, NOHOA, MS4s, Ramsey Co Parks
North Oaks Stormwater management and restoration opportunities		\$24,000		\$24,000				\$10,000		\$125,000	NOHOA, City of North Oaks, Lino Lakes, Anoka County
<b>Pleasant-Charley-Deep Lakes</b>											
Bathymetry & vegetation surveys (done during SLMP years)	\$1,200	\$5,000									RCD
Fish survey and carp/AIS mgmt			\$5,000	\$10,000	\$4,500			\$25,000	\$10,000	\$35,000	SPRWS, NOHOA, City of North Oaks
Watershed load mitigation project implementation - Deep				\$50,000			\$30,000	\$30,000	\$10,000	\$45,000	NOHOA, City of North Oaks, SPRWS
Pleasant Lake shoreline stabilization and subwatershed raingarden projects							\$15,000		\$15,000	\$10,000	NOHOA, City of North Oaks, SPRWS
Charley & Pleasant Lakes sedimentation study			\$15,000								
Water and nutrient balance study for the three lakes						\$165,000					Consultant, SPRWS, NOHOA, City of NO, Met Council
<b>Sucker-East &amp; West Vadnais Lakes</b>											
Bathymetry & vegetation surveys (done during SLMP years)			\$9,000	\$12,000							RCD
West Vadnais internal loading study & TMDL development					\$23,000			\$50,000			City of Vadnais Heights, SPRWS, MPCA, Consultant, RWMWD
West Vadnais nutrient reduction project development and implementation, including rough fish study/removal						\$10,000		\$15,000	\$100,000	\$125,000	City of Vadnais Heights, SPRWS, RWMWD
West Vadnais nutrient reduction project implementation							\$50,000				City of Vadnais Heights, SPRWS
Retrofit, restoration, and other stormwater BMP partner feasibility studies and projects								\$65,000	\$45,000	\$85,000	City of Vadnais Heights, SPRWS, Ramsey County, North Oaks, City/Golf Course
Sucker & East Vadnais Human Alteration Impact Study						\$165,000					City of Vadnais Heights, SPRWS, Met Council
Source of Funding											
Core Activities	\$ 605,240	\$ 623,400	\$ 642,100	\$701,400	\$721,100	\$741,400	\$762,400	\$784,000	\$806,300	\$829,400	← Storm Sewer Utility
Subwatershed Activities Total	\$433,800	\$83,000	\$589,200	\$458,200	\$793,700	\$508,900	\$352,700	\$14,200	\$1,117,200	\$68,200	← Grant Funding/ Partner Contribution
<b>Total</b>	<b>\$1,039,040</b>	<b>\$706,400</b>	<b>\$1,231,300</b>	<b>\$1,159,600</b>	<b>\$1,514,800</b>	<b>\$1,230,300</b>	<b>\$1,115,100</b>	<b>\$798,200</b>	<b>\$1,901,200</b>	<b>\$864,500</b>	<b>\$847,400</b>

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## VI. B. Projects

### Minor water plan amendment

Dawn Tanner, Phil Belfiori, Lauren Sampedro  
TEC Meeting  
10/12/2022



## Minor amendment update



- Requested changes in amendment brought to TEC and Board in August
- Proposed amendment provided to agencies for review and comment period (ended Sept. 25)
- Abridged Plan document with red-lined changes provided, as per BWSR requirements.  
Full plan document viewable online: [https://www.vlawmo.org/index.php/download\\_file/4104/](https://www.vlawmo.org/index.php/download_file/4104/)

Vadnais Lake Area Water Management Organization

## Review and comment



- VLAWMO sent amendment to the plan review authorities for review and comment allowing at least 30 days for receipt of comments; comments sent to VLAWMO with BWSR cc'd
- No comment was received from:
  - MPCA, MDA, Metropolitan Council
- 3 comments were received from the City of White Bear Lake (2 included and the remaining 1 will be incorporated with the next major Plan update)
  - Page 45: City of WBL added as potential partner for Gem Lake subwatershed projects
  - Page 46: Added "Assess potential for stormwater management projects that coincide with road reconstruction projects or are identified as optimal retrofit and restoration opportunities." to Lambert Subwatershed Targeted Activities
- BWSR board has agreed that the amendment is minor (provided in packet)

*Vadnais Lake Area Water Management Organization*

## Review and comment



- VLAWMO will hold a public meeting (during Oct. 26 regular Board meeting) to explain the amendment
- Legal notice of the meeting is being completed at least 7 and 14 days before the date of the meeting
  - Legal notice in the WBL and VH Press Pubs on Oct. 5 and Oct. 12
- Following Oct. 26 meeting, amendment will be adopted, notice shared with review authorities, and the amended Plan will be posted on the VLAWMO website

*Vadnais Lake Area Water Management Organization*

## Requested action



VLAWMO staff request that the TEC recommend the amendment, with requested updates that have been added, to the Board for authorization at the Oct. 26, 2022, meeting.

*Vadnais Lake Area Water Management Organization*