

BOARD OF DIRECTORS MEETING AGENDA

7:00 PM

February 25, 2026

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

 = Requested Board Action

7:00 PM- Public Hearing: Draft VLAWMO 2027-2036 Watershed Management Plan -Per State Statute 103B.231- Jim/Phil/Rachel/Dawn 3

- I. (After Public Hearing is Closed) - Open February 25, 2026 Board of Directors Meeting - Call to Order, Chair, Jim Lindner
- II. Approval of Agenda 
- III. Approval of December 10, 2025 Board Meeting Minutes  **17**
- IV. Visitors and Presentations
 - A. TEC Report and Financials for February – Susan Miller **27**
 - B. Public Visitors – Non-agenda Items
- V. Consent Agenda  Directors may request to move any item to business agenda for discussion
 - A. Consider Designation of Legal Publication–Press Publications and VLAWMO Website **35**
 - B. Consider 2026 Board Meeting Dates **36**
 - C. Consider 2025 Annual Carp Removal Report from Carp Solutions **37**
 - D. Consider New VLAWMO Website **38**
 - E. Consider Tamarack Lake Temporary Access Agreement for Phase 4 Alum and Construction Amendment with LRI **39**
 - F. Consider Authorization for Possible BWSR Clean Water Grant/MPCA Loan Application **49**
 - G. Consider Authorization for Possible BWSR Bridging Conservation Grant Application **51**
- VI. Business
 - A. Administration
 1. Consider Election of Board, Subcommittee Officers, and TEC Appointments– Chair **53**
Lindner/Board 
 - B. Projects, Planning and Programming
 1. Consider Approval of Final Draft Plan/WMP and Submitting WMP to BWSR (per MS 103B.231 subd. 9) for “90-day Review” Res. 01-2025  – Phil/Dawn **55**
 2. Consider Wilkinson Phase 2 (319) MPCA Grant Contract and MOU with NOC - Res. 02-2026  – Phil/Dawn **67**
 3. Discussion/consider Pleasant Lake Taskforce Interim Role for VLAWMO **113**
- VII. Discussion - Consider Board members attendance at the April 6th BWSR Metro subcommittee meeting 2-4:30pm in St. Paul on BWSR review of WMP- Phil
- VIII. Administration Communication – Discussion on Scheduling Board Subcommittee Meeting (3/30, 3/31, 4/1, or 4/2)? 6:30pm at Vadnais Heights City Hall- Phil
- XI. Adjourn: Next Regular Meeting: April 22, 2026

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

Public Hearing:

VLAWMO Watershed Management Plan 2027-2036

February 25, 2026

Watershed Management Plan (WMP) Public Hearing, February 25, 2026

Agenda

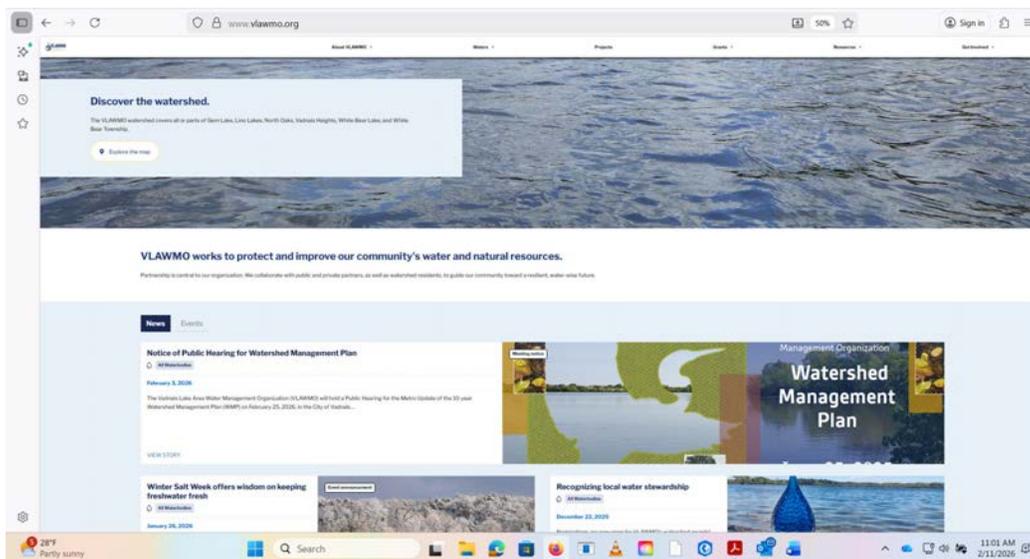
- Ground rules
- Overview of VLAWMO watershed planning
- General review of WMP development
 - Contents and organization
 - Plan focus: Implementation Table
 - Stakeholder Involvement
- Comments received to date
- Next steps
- Open discussion and comment

VLAWMO Watershed Management Plan Public Hearing Noticing for Hearing on February 25, 2026

Paper of Record: Press Publications (Vadnais Heights and White Bear), Published on February 4 and 11, 2026 in the Vadnais Heights Press and White Bear Press



VLAWMO Website: Posted as of February 3, 2026



Posted at VLAWMO Office at VH City Hall: Posted as of February 4, 2026

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Carter Johnson, being first duly sworn, on oath states as follows:

- 1. I am the publisher of the VADNAIS HEIGHTS PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for two successive weeks: it was first published on Wednesday, the 4th day of February, 2026 and was thereafter printed and published on every Wednesday to and including Wednesday, the 11th day of February, 2026.

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

- a) Lowest classified rate paid by commercial users for comparable space
b) Maximum rate allowed by law for the above matter
c) Rate actually charged for the above matter \$ 15.03/inch

- 5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

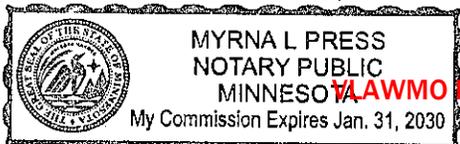
We are a qualified newspaper in the following counties: Anoka, Ramsey and Washington

FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher
PRESS PUBLICATIONS
4779 Bloom Avenue
White Bear Lake, MN 55110

Subscribed and sworn to before me on this 16th day of Feb, 2026.

[Signature]
Notary Public



VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION (VLAWMO) PUBLIC HEARING
The Vadnais Lake Area Water Management Organization (VLAWMO) will hold a Public Hearing for the Metro Update of the 10-year Watershed Management Plan (WMP) on February 25, 2026, in the City of Vadnais Heights Council Chambers, 800 County Road E East, Vadnais Heights, MN, at 7:00 pm. Review the draft WMP online at www.vlawmo.org.
Published two times in the Vadnais Heights Press on February 4 and 11, 2026.

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b) Maximum rate allowed by law for the above matter
c) Rate actually charged for the above matter \$25.75/inch

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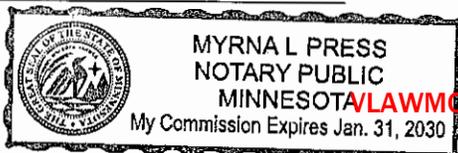
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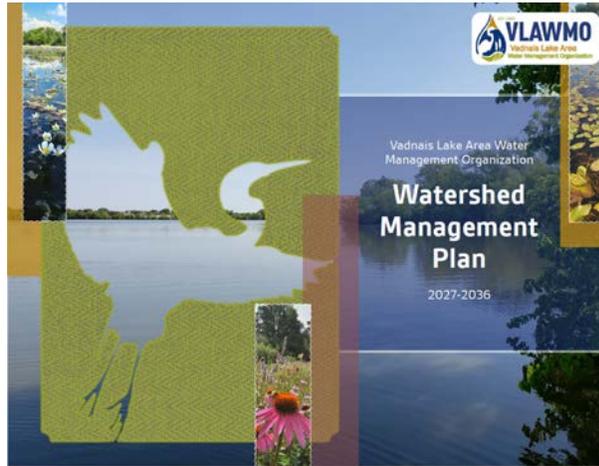
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Notary Public



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Public Hearing: VLAWMO Watershed Management Plan 2027-2036



February 25, 2026



1

Public Hearing Agenda

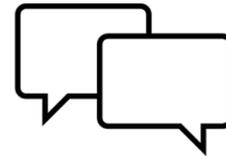
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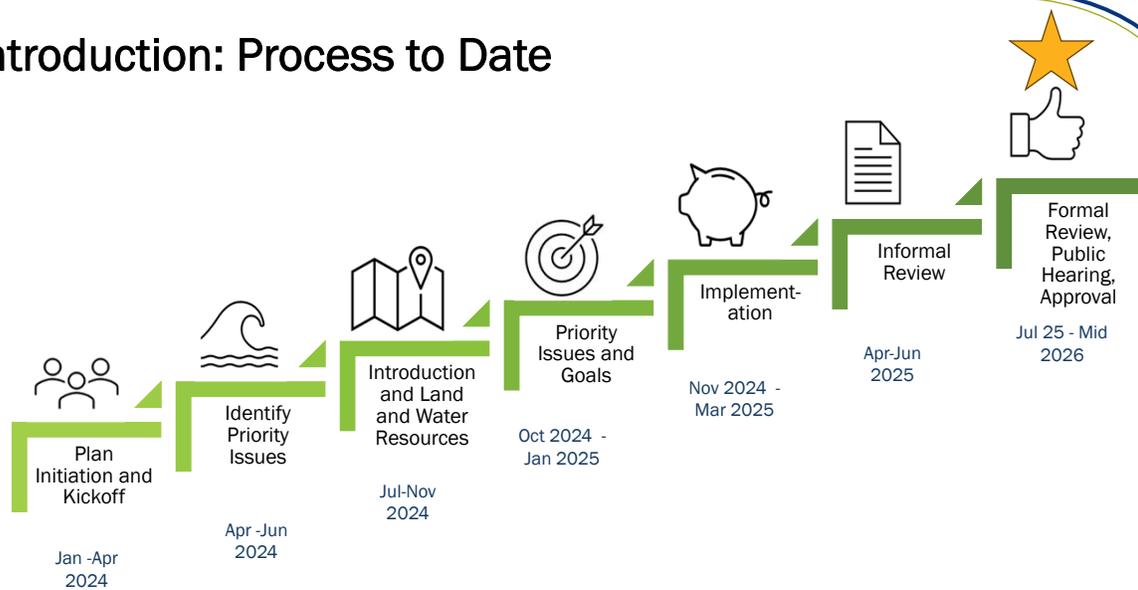
Ground Rules

- Hold questions and comments until end
- Comments must address the draft Watershed Management Plan
- Fill out comment information form
- State your name and your residents/agency
- Please limit comments to 5 minutes



3

Introduction: Process to Date



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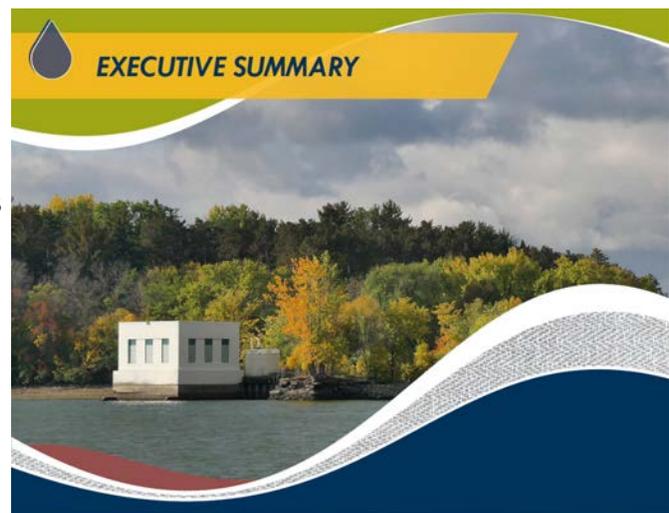
Overview of VLAWMO Watershed Planning

- Since completion of 2017 Plan
 - Recognized issues of groundwater aquifer concerns, fluctuating lake levels, sources of potable water, climate change
 - Goals included feasibility efforts and installation of capital projects
 - Projects included construction of an iron-enhanced sand filter at Birch Lake, projects focused on Lambert Creek and Wilkinson Lake, invasive common carp removal, and others
 - Comprehensive effort to build Sustainable Lake Management Plans (SLMPs) was completed (SLMPs have transitioned to Lake Reviews)
- 2027 Watershed Management Plan integrates data, regulations into a regional framework with a focus on project implementation

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Overview of VLAWMO Watershed Planning

- 3 main principles guided development of Watershed Plan
 - Implementation oriented
 - Proactive engagement process including TEC + to guide development
 - Concise/easy to use
 - Highly visual



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Overview of VLAWMO Watershed Planning

- Structure
 - Outline followed MN Law Rule
 - Focused towards partnership-based projects
- Implementation content Organized by administration VLAWMO programs and subwatershed projects

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Appendix

- A. Joint Powers Agreement
- B. Public Survey Responses
- C. Issue Prioritization Process
- D. Formal Review Comments
- E. Resolutions to Adopt the Plan

Several projects highlighted in this Plan were funded using Clean Water, Land, and Legacy Amendment dollars.

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5 Main Sections

1 INT 2 LA 3 PRIO 4 IMPLEMENTA 5 PLAN ADMINISTRATION

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Implementation Table

VLAWMO Watershed Management Plan: Implementation Plan

VLAWMO Watershed Management Plan: Implementation Plan



Table 4-1: VLAWMO Implementation Table

Table 4-3: VLAWMO Implementation Table

Activity/Initiative	Priority	Start	End	Frequency	Responsible Party	2024	2025	2026	2027	2028	2029	2030
Water Quality Monitoring Program	High	2024	2029	Quarterly	Water Quality Team	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Watershed Assessment	Medium	2024	2024	One-time	Assessment Team	\$50,000						
Public Outreach	Medium	2024	2029	Annual	Outreach Team	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

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Public Outreach	Medium	2024	2029	Annual	Outreach Team	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

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Community Engagement

- Three virtual “coffee chats” (February 13, 20, and 27, 2024)
- Overview at the VLAWMO Grants Program 101 (March 7, 2024)
- Initial planning meeting (April 24, 2024)
- Public survey (February 5, 2024–March 13, 2024)
 - Available for digital and in-person submission at survey stations at local Ramsey County libraries and Tamarack Nature Center
- Two additional surveys
 - VLAWMO partner organization representatives and VLAWMO TEC
 - VLAWMO Board of Directors
- The findings from surveys and responses from Plan review agencies used to form priority issues (summarized in Section 3- Priority Issues and Goals)
- Public survey results are available for viewing in Appendix B

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TEC+

- VLAWMO's Technical Commission (TEC) served as the formal advisory committee for the WMP development process
- The TEC+ refers to the TEC plus local and State review authorities that were invited to participate as part of in-person meetings during draft development to provide input to sections as they were developed
- TEC+ meetings were held: November 13, 2024; January 8, 2025; and April 9, 2025
- Participation included representatives from local and State review authorities; that participation resulted in substantive feedback that improved each draft prior to review of the 60-day draft

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60-Day Comments Received

- Formal review/60-day comment period opened June 25, 2025 (notices sent on June 26, 2025)
- Formal review/60-day comment period closed August 25, 2025
- Comments were received from:
 - Board of Water and Soil Resources (BWSR)
 - City of White Bear Lake (WBL)
 - Metropolitan Council
 - Minnesota Department of Health (MDH)
 - Minnesota Department of Natural Resources (MN DNR)
 - Minnesota Pollution Control Agency (MPCA)
 - Rice Creek Watershed District (RCWD)

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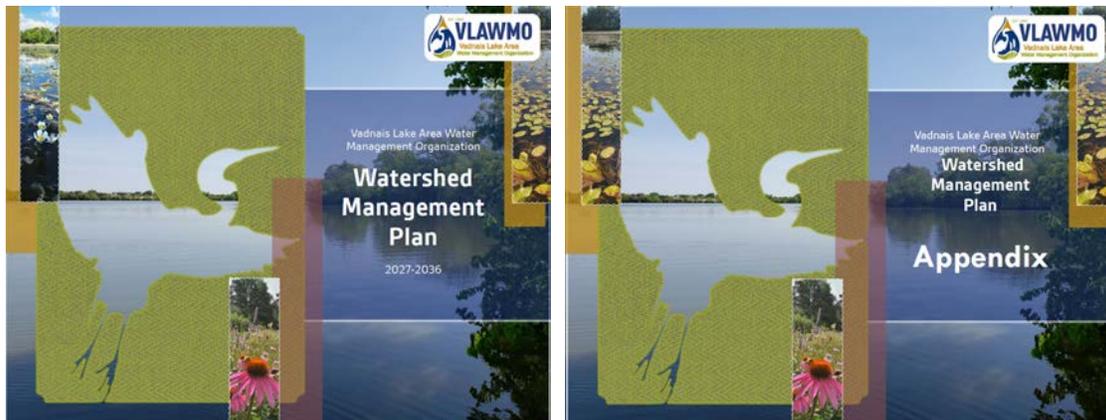
60-Day Comments Received

- HEI and VLAWMO worked to build a Formal Review Comment Response table that included:
 - All comments received
 - Change needed (Y/N)
 - Revision text (if revised) and/or comment response by VLAWMO
- Comment Response table was approved by the TEC and Board at the December 10, 2025, regular meetings and provided to local and State review authorities on December 11, 2025

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Full documents provided in packet

- 60-day draft and comment response table linked with notice on website (previously reviewed and approved by VLAWMO Board)
- WMP and Appendix provided in the packet



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Projected/draft BWSR guidance for next steps – anticipated and subject to change

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

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VLAWMO Board Receive Public Comments



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MINUTES OF THE BOARD OF DIRECTORS – December 10, 2025, REGULAR BOARD MEETING

Attendance		Present	Absent
Jim Lindner, Chair	City of Gem Lake	X	
Rob Rafferty	City of Lino Lakes		X
Sara Shah	City of North Oaks	X	
Ed Prudhon	White Bear Township		X*
Andrea West	City of White Bear Lake	X	
Katherine Doll Kanne	City of Vadnais Heights	X	
Phil Belfiori	Administrator	X	
Dawn Tanner	Program Development Coord.	X	
Brian Corcoran	Water Resources Mgr.	X	
Lauren Sampedro	Watershed Tech & Program Coord.	X	
Angela Hugunin	Communication & Outreach Coord.	X	

*= with prior notice

**= alternate

Others in attendance: Susan Miller (TEC); Jeanne Vogt (Ehlers, Inc.); Troy Gilchrist (attorney).

I. Call to Order

The meeting was called to order at 7:08 pm by Board Chair Lindner.

II. Approval of Agenda 🐦

The agenda for the December 10, 2025 Board meeting was presented for approval. No changes.

A motion was made by Director Shah and seconded by Director Doll Kanne to approve the December Board meeting agenda as presented. Vote: all: aye. Motion passed.

III. Approval of Minutes 🐦

The minutes from the October 22, 2025 Board meeting were placed on the agenda for approval, as presented.

A motion was made by Director Doll Kanne and seconded by Director Shah to approve the October 22, 2025 minutes. Vote: all aye. Motion passed.

IV. Visitors and Presentations

A. TEC Report to the Board for October & Finance Report

Report given prior to quorum. TEC Member Susan Miller provided an overview of the December TEC Report to the Board. Commissioner Miller began by describing updates to the Watershed Management Plan, noting that the Plan is nearing its final stages. She shared that the TEC has been impressed by Houston Engineering’s work with developing the Plan. This process harvested all the comments from various entities and ensured that none of those comments were lost or buried. Houston’s work gave staff the ability to focus on other information and helped build trust with reviewers, who were able to see the results of their feedback as the Plan progressed through its phases.

Commissioner Miller then gave an update on the community outreach and grants programs over the last year. She shared that, in her years of experience on the TEC and as a volunteer, she had grown accustomed to encountering familiar faces. Commissioner Miller shared that she was impressed by Sampedro and Hugunin’s ability to add new faces to the outreach and grants programs over the last year and hoped the momentum would carry into the new year.

B. Public Visitors - Non-agenda items

None.

V. Consent Agenda 

Chair Lindner asked if any Board members wished to take items off the consent agenda for discussion.

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

- A. Consider 2023-2025 BWSR WBIF Grant Agreement Amendment
- B. Consider Ongoing Project Maintenance Scopes of Services (CarpS, NST, RCD Surveys, Barr)
- C. Consider End of Year Reports: Aquatic Vegetation Reports, Tamarack Lake Fish Report, and Oak Knoll Pond Memo
- D. Consider Ramsey County SWCD Contract for 2026-2027 Professional Services
- E. Consider Resolution 09-2025 for Clarifying VLAWMO’s Grant Program Approval Process
- F. Consider VLAWMO Employee Policy for PFML (New Legislation for 1/1/2026)
- G. Update on Watershed Awards Nomination Process

A motion was made by Director Shah and seconded by Director Doll Kanne to approve the consent agenda. Vote: all: aye. Motion passed.

VI. Business

A. Financial/Administrative

1. Consider Action from SSU Parcel Review Process – Resolution 10-2025 

Administrator Belfiori shared an update regarding the refund of Storm Sewer Utility (SSU) charges collected from three parcels. Staff and consultants recently completed a comprehensive review of VLAWMO’s stormwater utility language within its newly approved Joint Powers Agreement (JPA), along with a technical review of the formula used to calculate those charges. Administrator Belfiori explained that, as an additional part of this process, staff worked with consultants from Ehlers, Houston Engineering, and Attorney Troy Gilchrist to complete an analysis of approximately 2500 parcels where land divisions and reapportionments have occurred since 2008. Administrator Belfiori then introduced Jeanne Vogt from Ehlers.

Vogt began by sharing background on the SSU, notably that the fee was established in 2008, at which point VLAWMO was working with SEH to establish upland acreage for approximately 10,000 parcels. Vogt explained that, over the last 17 years, divisions, boundary changes, and legal description changes have taken place in both Ramsey County and Anoka County. Vogt stated that there is a process to go from the old to new parcels once fees are

established. At the time of division, parcels are estimated between upland and wetland areas. They are looking to formalize that process moving forward.

Houston Engineering’s comprehensive analysis and update of both the JPA and technical memo provided an opportunity to revisit the parcels as well. Vogt explained that there were about 2,500 of 10,000 parcels that have been divided since 2008. Houston then reviewed those parcels based on the NWI and PWI from 2019.

Administrator Belfiori defined the NWI and PWI acronyms as National Wetland Inventory and Public Waters Inventory.

Vogt explained that, in going through this process of reviewing the 2,500 parcels, there were 11 parcels that saw changes in fees of plus or minus \$100 for taxes payable in 2026. This came out to less than half of a percent of parcels that were reviewed.

Troy Gilchrist, attorney, provided background on his involvement with the review. He shared that he was contacted after the initial review process found a discrepancy of 11 parcels. Gilchrist offered a couple of key points to consider regarding the situation and how to proceed, namely whether or not to offer a refund and how to determine the amount of the refund, as well as how far back to look and how to address interest. Gilchrist suggested that it may be beneficial to consider developing a policy outlining how to deal with this sort of situation should it arise in the future. Gilchrist noted that \$100 was the level that was decided upon for this case. For look-back period, six years is the default statutory limitations. Gilchrist recommended the Board consider the statewide standard for judgements on interest, which is 4%.

Gilchrist shared that staff coalesced around a recommendation that was reflected in the presentation and recommended by the Board subcommittee. He shared that he would return to answer any questions regarding legal issues later in the presentation.

Vogt stated that 11 parcels experienced changes plus or minus \$100. They were listed on the screen in order from the largest change in upland acreage to smallest change.

Vogt described the review conducted for the 11 parcels to determine when the division occurred, who owned the parcels at the time, and how billing errors occurred. In eight of the 11 parcels, discrepancies were due to changes in the mapped wetland area since 2008. The remaining three parcels were due to error – with one parcel belonging to the City of White Bear Lake, one to Arcade Mob Partners, LLC, and one to Anoka Holdings Company (previously owned by the North Oaks Company). Vogt shared that when she went in to calculate the refund amount, she factored in the 4% interest as recommended by Gilchrist with the exception of 2026 as those bills have not yet been sent out.

Director Shah inquired about the parcels, asking how the non-wetland parcels were discovered. She asked if the changing satellite images of wetlands helped catch the discrepancies.

Vogt replied that when they looked at the changes in billing, they received updated upland acreage data from Houston Engineering, applied that to the 2026 rate, and compared that to previous upland acreage. Eight of those 11 were due to changes in what is considered mapped wetland area since 2008.

Director Shah asked whether the NWI and PWI were the source of the eight parcels. Vogt confirmed that this had been the case.

Vogt stated that the three parcels that were overbilled due to error, including interest, have a combined grand total of \$83,618.82.

Administrator Belfiori thanked Vogt and informed the Board that this information was presented to the VLAWMO Board Subcommittee on 11/17. The recommended action was as follows:

- Refund all years for three parcels with errors, plus interest;
- For the engineer (Houston) to review all VLAWMO parcels for Pay 2027 with the new wetland data;
- For the engineer to provide upland versus wetland acreage for all future divisions going forward.

Looking ahead, all parcels will be reviewed whenever new wetland data becomes available. It was recommended to have staff propose a policy update for future situations that may arise.

Director Shah asked how often the NWI and PWI are updated. Administrator Belfiori responded that these databases are run by the federal government or MN DNR. Information is available when these update processes are completed, not on a set schedule. As soon as these updates occur, parcel analysis is updated with the latest data.

Administrator Belfiori highlighted that per the request of the Subcommittee, VLAWMO staff met with the City of White Bear Lake’s Manager and Finance Director on November 26th to update them on the data and background related to the topic and to share the Subcommittee recommendations.

Staff recommended approval of Resolution 10-2025.

Discussion:

A motion was made by Director Doll Kanne and seconded by Director Shah to approve Resolution 10-2025. Vote: all aye. Motion passed.

**RESOLUTION NO. 10-2025
of the Vadnais Lake Area Water Management Organization (VLAWMO)**

**A RESOLUTION APPROVING THE REFUND OF VLAWMO STORMSEWER UTILITY
CHARGES COLLECTED IN ERROR ON 3 PARCELS**

Resolution 10-2025 was moved by Director _____ and seconded by Director _____.

WHEREAS, Minnesota Laws 2008, Chapter 366, Article 6, Section 47 authorized the Vadnais Lake Area Water Management Organization (“VLAWMO”) to establish and certify to the county auditors a storm sewer utility charge (“SSU Charge”) for collection together with the property taxes imposed on the properties within the watershed;

WHEREAS, VLAWMO established the SSU Charge and adopted a rule (“SSU Rule”) setting out property classifications and rates for imposing the SSU Charge on the thousands of properties within the watershed;

WHEREAS, the SSU Rule identifies several land use classification as being exempt from the SSU Charge, including wetlands and public waterbodies;

WHEREAS, VLAWMO has completed an analysis of approximately 2,500 parcels that where land use divisions and reapportionments have occurred to determine if more recent changes in mapped wetland data changed the exempt area on those parcels;

WHEREAS, the updated wetland data showed 11 parcels with changes in fees +/- \$100 for Pay 2026, which was 0.4% of total parcels reviewed;

WHEREAS, changes in eight of the 11 parcels were the result of updated wetland data and the changes in the remaining three were due to error; and

WHEREAS, the VLAWMO Board Subcommittee reviewed this matter at its November 17, 2025 meeting and recommended that VLAWMO issue a refund for the three properties that were mistakenly overcharged, including payment of a four percent interest rate.

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

1. VLAWMO shall issue refunds of the SSU Charge in the amounts listed below for all years for the 3 parcels with errors, which includes 4% interest:

Parcel ID	Owner	Over Billed (includes Interest)
23.30.22.42.0019	City of White Bear Lake	\$76,063.61
33.30.22.22.0037	Arcade Mob Partners LLC	\$5,136.86
34.31.22.44.0008	Anoka Holdings, LLC	\$462.43
	North Oaks Company	\$1,955.92
TOTAL		\$83,618.82

2. Authorizes Houston Engineering to do each of the following:
 - a. Review all VLAWMO parcels for Pay 2027 with 2019 NWI data;
 - b. Provide upland vs. wetland acreage for all future divisions; and
 - c. Review parcels whenever updated NWI & PWI data becomes available.
3. Authorizes staff to work with VLAWMO’s attorney to propose policy updates to address any similar situations that may arise in the future.

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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Andrea West</i>	X		
<i>Ed Prudhon</i>			X
<i>Rob Rafferty</i>			X
<i>Sara Shah</i>	X		
<i>Katherine Doll-Kanne</i>	X		
<i>Jim Lindner</i>	X		

_____ Board Chair Date

_____ Attest Date

2. Consider Resolution 11-2025 Regarding Approval of 2026 “Working” Budget 🗳️

Administrator Belfiori provided an update on the fund balance and carryover working budget. He gave background on the Board’s approval of the 2026 budget, which identified two key elements related to proposed fund balance carryover. It included a projected remaining fund balance at the end of 2025 in the range of \$1.2-1.5 million and the Board approved 2026 budget then utilized a predicted range of between \$200,000 to \$600,000 of fund balance to implement 2026 projects and programs.

Administrator Belfiori explained that analysis was conducted on the November finance report from the previous TEC meeting. Upon that analysis, the carryover was found to track higher than originally projected in June. This was primarily due to the receiving of grants for several projects where VLAWMO funds had been anticipated. A predicted range of \$1.2-1.5 million fund balance was still projected for 2026.

Administrator Belfiori explained that \$172,000 in additional fund balance was also recommended in resolution 11-2025 which will result in a predicted \$800,000 to \$1.3 million range in the end of 2026 fund balance. He noted this year’s end 2026 range in fund balance remains in line with the fund balance policy of holding 35-50% of total annual budget.

Administrator Belfiori highlighted carryover amounts as identified in the table included in Resolution 11-2025, noting the \$83,619 as the Board approved refund for the SSU errant parcels, plus \$10,000 additional for additional analysis of the remaining parcels with wetland data as well as work with VLAWMO’s attorney to develop a policy in case of any similar cases in the future. Administrator Belfiori outlined the proposed addition of \$78,826 to be utilized for three primary items: proposed maintenance on the Birch Lake iron-enhanced sand filter, a proposed partnership with the City of Vadnais Heights design or implementation, and encumbered funds from the Soil Health, Landscape Level 1, and Landscape Level 2 Grant Programs.

Administrator Belfiori shared the Board Subcommittee’s recommendation. Staff recommended approval of carryover/”working” budget for 2026 as summarized in table 1.

Discussion:

A motion was made by Director Shah and seconded by Director Doll Kanne to approve the carryover/”working” budget for 2026 as summarized in table 1. Vote: all aye. Motion passed.

RESOLUTION 11-2025

A RESOLUTION FOR COMMITTING THE FUND BALANCE FOR SPECIFIC PURPOSES

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

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

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

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

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

Committed

Fund Name and Description	Approved “working” 2025 Budget (from Board action on Dec. 2024)	TOTAL Predicted Year End 2025 Fund Balance amount (from 2025 to 2026- apx. range).	Proposed Carry Over “committed” Funds (into 2026 “working” budget) and Purpose	TOTAL Rough est./Projected Year End 2026 Fund Balance amount (from 2026 to 2027-apx. range)
General Fund - Fund 3.1. Operations and Administration	\$838,008	\$1,200,000 - \$1,500,000 (Estimate)	\$93,619 Per Subcommittee approved direction related to pay 2026 SSU reimbursements and or pay 27 SSU analysis and related SSU policy development	\$800,000- \$1,300,000 (Estimate)

General Fund - Fund 3.2. Monitoring and Studies	\$184,000		
General Fund - Fund 3.3. Education and Outreach	\$43,000		
General Fund -Fund 3.4. Capital Improvement Projects and Programs	\$1,528,199		<p>\$1,397,071</p> <p>The approved 2026 budget (approved at the June 2025 Board meeting) already included utilizing <u>\$1,318,245</u> of fund balance carry over to implement the 2026 Capital Improvement Projects and Programs. The proposed 2026 “working” budget now proposes an additional <u>\$78,826</u> of additional fund balance carry over for a total Proposed Carry Over “committed” Funds (into 2026 “working” budget) of <u>\$1,397,071</u>. For implementation of the proposed projects in several subwatersheds including: Birch Lk. IESF Maintenance, Proposed partnership on the City of Vad. Heights Firestation design and/or implementation (in addition to already approved 26 budget for Resiliency Project), and Level 1/ 2 and SHG cost-share partnership projects, and those proposed projects identified in the approved 2026 budget.</p>

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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Andrea West</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	X
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	X
<i>Sara Shah</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>Katherine Doll</i>	X	<input type="checkbox"/>	<input type="checkbox"/>
<i>Kanne</i>			
<i>Jim Lindner</i>	X	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution adopted on this 10th day of December 2025.

_____ Board Chair Dated: December 10,2025

_____ Attest Dated: December 10, 2025

B. Projects and Studies/Plans

1. Consider Final Formal Comment Response Table for Watershed Management Plan

Administrator Belfiori shared that development of the Watershed Management Plan (Plan) is nearly complete as it enters its final phase. Initial development began approximately two years ago, with development nearing its end in 2026 as the Plan moves to the formal review and public hearing approval process. He noted staff’s appreciation of the support and positive feedback from local partners as well as agency staff and partners.

Tanner provided more detail on the remaining step in the process. She outlined key milestones of development earlier in 2025, including formal review of the draft Plan over the summer, with that period closing on August 26th. Comments were received from several groups during that time, with many reviewers expressing gratitude for having been included in the review. The TEC+ process allowed for feedback to be incorporated throughout the process, ultimately reducing the number of comments requiring response as part of the formal review process. Tanner explained that the Board packet included the Formal Review Comment Response Table, including all comments received, whether or not a change was needed, revision text if relevant, and/or a comment response by VLAWMO.

Tanner explained that staff reviewed and discussed proposed changes, working closely with Houston Engineering as well as VLAWMO’s Board of Water and Soil Resources (BWSR) Board Conservationist, who guided staff through Plan development. BWSR requested the inclusion of numeric goals for key projects whenever possible, so VLAWMO requested more specifics from project engineers and updated the draft Plan accordingly.

Tanner noted that six high-priority groupings of comments were identified and flagged as part of this process: first, the recommendation to identify priority resources for focal efforts over the next 10 years; second, the request to more clearly provide measurable goals with more quantifiable measures wherever possible; third, making note of the timing of approval of the Plan and possible need to add budget information for 2026; fourth; the addition of clearly-identified priority wetland areas; fifth, the inclusion of water quality trends from monitoring data; sixth, clarifying the degree to which the Plan can be adopted by reference by any of the member communities, adding that member communities may adopt data and maps by reference, but not the implementation section.

The response table was reviewed and approved by the Board Subcommittee in November. In addition, VLAWMO’s Board Conservationist sent emails of support for the comment response table and Word document with incorporated changes, and the TEC recommended approval earlier in the day. Tanner noted that VLAWMO’s Board Conservationist wrote on December 9th to express her gratitude for staff’s thoughtful integration of BWSR comments, to provide a few additional minor comments, and to share no significant concerns with the Plan moving forward.

Tanner outlined remaining dates in the process, including the submission of the comment response table to review authorities as required; Board review of the designed draft Plan at

their February meeting, which will also include a public hearing and a request of Board approval of Plan submission to BWSR; BWSR’s metro meeting on April 6th and request their Board authorization on April 22nd; then BWSR’s approval for Plan adoption and sharing with review authorities.

Staff recommended approval of the VLAWMO Formal Review Comment Response Table and authorization of staff to notify and provide the response table to local and state review authorities, and to further request that staff work with HEI to transition the Plan document to the formal InDesign layout for review by BWSR.

Administrator Belfiori noted that it can be helpful to have a Board member or two join staff to present the Plan. He suggested bringing this item to the February meeting to determine who would be willing to consider attending the meeting.

Chair Lindner asked where the meeting will be held. Administrator Belfiori answered that it will be held at the BWSR office in St. Paul.

Discussion:

Director Doll Kanne moved and Director West seconded to approve the VLAWMO Formal Review Comment Response Table and authorize staff to notify and provide the response table to local and state review authorities; the Board further requested staff work with HEI to transition the WMP document to the formal InDesign layout for review by BWSR. Vote: all aye. Motion passed.

VII. Discussion/Administration Communication – Year-end Thank You

Administrator Belfiori extended a thank you to the Board for their leadership throughout 2025, which included exciting projects and continued development of the Watershed Management Plan. He also thanked staff for their work to keep the organization moving. Administrator Belfiori wished the Board and their families a happy and peaceful holiday season.

Chair Lindner thanked staff and the Board for their work over the last year.

XI. Adjourn

A motion was made by Director Shah and seconded by Director Doll Kanne to adjourn at 7:43 pm. Vote: all aye. Motion passed.

TEC Report to Board -February 2026

Programs & Projects	Effort Level			Completion Date	Comments
	LOW	MED	HIGH		
E. Vadnais Lake Subwatershed Resiliency Study				Ongoing	Staff are continuing to work with the City of Vadnais Heights on Phase 2 of the study, including data collection, exploring potential construction of the recommended project from the study, additional partnership development, and State grant work plan management.
Vadnais Heights Resiliency Study (Whole City)				Ongoing	Staff are continuing to work with the City of Vadnais Heights on the study. Modeling work is ongoing. Preliminary modeling results are being analyzed and a stakeholder kickoff meeting is planned for March.
MPCA 319 /Wilkinson Lake BMS				Ongoing	Grant contract received. HEI continuing to advance project designs, early permitting input meeting completed, MOU and maintenance agreement in review with NOC, project easement draft underway.
Pleasant Lake Carp Management				Ongoing	2025 year-end report received, and prep for update article to North Oaks News in process.
Rotary Park partnership				2025-29	Preparing for Year 2 growing season.
Tamarack Alum Project				2025-26	Temporary access agreement and contract amendment before the Board at Feb. meeting.
Programs					
City/Township MS4				Ongoing	Staff needs assessments meetings with municipal partners are underway. MS4 library for new website is being developed.
Communication & Outreach				Ongoing	Outreach materials continue to be updated. Get Grity campaign and giveaway with neighboring watersheds continued through mid-January at WBL Fratallone's Annual report development is underway. Educational signage is being developed for key project locations including Rotary Nature Preserve.
Cost Share & BMSR WBIF				Ongoing	Grant applications are in progress for project site visits that were completed in 2025, including a possible project at Tamarack Nature Center. Site visit requests are coming in but on hold until spring. BMSR WBIF 23-25 tasks and reporting have been completed and the grant is ready for close out. Planning work for WBIF 25-27 has started.
GIS				Ongoing	Updating online GIS viewer as needed and providing files to partners. Wetland NWI layer recently updated.
Monitoring				Ongoing	2025 monitoring season is complete, beginning data analysis and report writing.
WAV				Ongoing	WAV members helped recruit Minnesota Water Stewards for the 2026 cohort. Meeting is being planned for late winter/early spring.
WCA				Ongoing	Administering WCA as needed. Year end reporting to BWSR complete.
Website				Ongoing	New website (still at www.vlawmo.org) is now live.

Administration & Operation					
Audit				2026	Staff working on 2025 audit. CLA on site early February.
Budget				for 2026 budget	The VLAWMO Board considered the 2026 "working" budget at the Dec. 10, 2026 meeting. Early discussions on 2027 budget with partners will begin in March.
SSU				2026	VLAWMO parcels reviewed as needed.
2027-2036 Watershed Mgmt. Plan				2026	The VLAWMO Board will consider the WMP Public Hearing draft, hold Public Hearing during Feb. meeting, and approve submission to BMSR.

FINANCIAL SUMMARY as of 2/1/2026					
4M Account (1.10)				4M Plus (1.23)	Total
	\$841,458			\$264,405	\$1,105,863

Budget Summary	Actual Expense YTD	2026 Budget "working"	Remaining in Budget	% YTD
Operations	\$98,433	\$1,150,796	\$1,052,363	9%
CIP	\$6,688	\$1,708,894	\$1,702,206	0%
Total	\$105,121	\$2,859,690	\$2,754,569	4%

VLAWMO Finance Summary: February 2026

Feb-26		Actual 2/1/26	Actual to Date	2026 Budget (June 2025 Board Approved)	Carry over from 2025 to 2026	Remaining in Budget	2026 Available (Dec. 2025 Board approved)	Act vs. Budget
BUDGET #	INCOME							
5.11	Storm Water Utility	\$26,195	\$27,867	\$1,335,000	\$0	\$1,307,133	\$1,335,000	2%
5.12	Service Fees			\$1,000	\$0	\$1,000	\$1,000	0%
5.13	Interest + mitigation acct	\$9,942	\$9,942	\$30,000	\$0	\$20,058	\$30,000	33%
5.14	Misc. income - WCA admin & other			\$3,000	\$0	\$3,000	\$3,000	0%
5.15	Other Income Grants/ <u>loan</u>			\$180,000	\$0	\$180,000	\$180,000	0%
5.16	Transfer from reserves			\$1,138,245	\$172,445	\$1,310,690	\$1,310,690	0%
	TOTAL	\$36,137	\$37,809	\$2,687,245	\$172,445	\$2,821,881	\$2,859,690	1%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$2,238	\$2,238	\$35,544	\$0	\$33,306	\$35,544	6%
3.120	Information Systems	\$2,200	\$2,200	\$37,150	\$0	\$34,950	\$37,150	6%
3.130	Insurance			\$12,000	\$0	\$12,000	\$12,000	0%
3.141	Consulting - Audit			\$29,900	\$0	\$29,900	\$29,900	0%
3.142	Consulting - Bookkeeping	\$67	\$67	\$1,500	\$0	\$1,433	\$1,500	4%
3.143	Consulting - Legal	\$92	\$92	\$9,000	\$0	\$8,908	\$9,000	1%
3.144	Consulting - Eng. & Tech.	\$435	\$435	\$50,000	\$0	\$49,565	\$50,000	1%
3.150	Storm Sewer Utility	\$5,137	\$5,137	\$22,500	\$93,619	\$110,982	\$116,119	4%
3.160	Training (staff/board)			\$18,000	\$0	\$18,000	\$18,000	0%
3.170	Misc. & mileage	\$330	\$330	\$7,276	\$0	\$6,946	\$7,276	5%
3.191	Administration - staff	\$56,660	\$56,660	\$511,724	\$0	\$455,064	\$511,724	11%
3.192	Employer Liability	\$15,508	\$15,508	\$169,583	\$0	\$154,075	\$169,583	9%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analysis			\$25,000	\$0	\$25,000	\$25,000	0%
3.220	Equipment			\$3,000	\$0	\$3,000	\$3,000	0%
3.230	Wetland assessment & management			\$0	\$0	\$0	\$0	#DIV/0!
3.240	Watershed planning /special study			\$80,000	\$0	\$80,000	\$80,000	0%
3.3	Education and Outreach							
3.310	Public Education			\$8,000	\$0	\$8,000	\$8,000	0%
3.320	Comm., Outreach & Marketing	\$7,827	\$7,827	\$25,000	\$0	\$17,173	\$25,000	31%
3.330	Community Blue Ed Grant	\$7,939	\$7,939	\$12,000	\$0	\$4,061	\$12,000	66%
<i>Total Core functions: Ops, Monitoring, Education</i>		<i>\$98,433</i>	<i>\$98,433</i>	<i>\$1,057,177</i>	<i>\$93,619</i>	<i>\$1,052,363</i>	<i>\$1,150,796</i>	<i>9%</i>
Capital Improvement Projects and Programs								
3.4	Subwatershed Activity							
3.410	Gem Lake			\$10,000	\$0	\$10,000	\$10,000	0%

3.420	Lambert Creek			\$455,000	\$0	\$455,000	\$455,000	0%
3.421	Lambert Lake Loan			\$38,568	\$0	\$38,568	\$38,568	0%
3.425	Goose Lake	\$2,081	\$2,081	\$40,000	\$0	\$37,919	\$40,000	5%
3.430	Birch Lake			\$102,500	\$20,000	\$122,500	\$122,500	0%
3.440	Gilf Black Tam Wilk Amelia	\$3,091	\$3,091	\$383,000	\$0	\$379,909	\$383,000	1%
3.450	Pleasant Charley Deep	\$759	\$759	\$115,000	\$0	\$114,241	\$115,000	1%
3.460	Sucker Vadnais	\$437	\$437	\$271,000	\$20,000	\$290,563	\$291,000	0%
3.48	Programs							
3.480	Soil Health Grant			\$25,000	\$15,530	\$40,530	\$40,530	0%
3.481	Landscape 1			\$50,000	\$11,558	\$61,558	\$61,558	0%
3.482	Landscape 2/BWSR WBF	\$320	\$320	\$80,000	\$11,738	\$91,418	\$91,738	0%
3.483	Project Research & feasibility			\$5,000		\$5,000	\$5,000	0%
3.485	Facilities Maintenanc/ Pub. Ditch Main.			\$50,000		\$50,000	\$50,000	0%
3.5	Regulatory							
3.510	Engineer Plan review			\$5,000	\$0	\$5,000	\$5,000	0%
	Total CIP & Program	\$6,688	\$6,688	\$1,630,068	\$78,826	\$1,702,206	\$1,708,894	0%
	Total of Core Operations & CIP	\$105,121	\$105,121	\$2,687,245	\$172,445	\$2,754,569	\$2,859,690	4%

Fund Balance	1/1/2026	2/1/2026
4M Account	\$963,055	\$841,458
4M Plus Savings	\$263,580	\$264,405
Total	\$1,226,635	\$1,105,863

Restricted funds		2/1/2026
Mitigation Savings		\$0
Term Series		\$300,000

Vadnais Lake Area Water Management Organization
Check Detail

12:57 PM
02/04/2026

January 15 through February 11, 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	01/15/2026	US Bank		Checking - 1987		-67.46
				3.142 · Bookkeeping help		-67.46	67.46
TOTAL						-67.46	67.46
Check	eft	01/20/2026	Reliance Standard		Checking - 1987		-231.22
				Insurance Benefit		-231.22	231.22
TOTAL						-231.22	231.22
Check	6115	02/11/2026	Angela Hugunin		Checking - 1987		-87.71
				3.170 · Misc. & mileage		-29.61	29.61
				3.320 · Marketing		-58.10	58.10
TOTAL						-87.71	87.71
Check	6116	02/11/2026	Houston Engineering, Inc		Checking - 1987		-2,169.25
				3.440 · Gilfillan Black Tamarack Wilkin		-1,734.25	1,734.25
				3.144 · Eng. & Tech.		-435.00	435.00
TOTAL						-2,169.25	2,169.25
Check	6117	02/11/2026	Fusion Learning Partners		Checking - 1987		-300.00
				3.170 · Misc. & mileage		-300.00	300.00
TOTAL						-300.00	300.00
Check	6118	02/11/2026	Ramsey County		Checking - 1987		-320.00
				3.482 · Landscape 2		-320.00	320.00
TOTAL						-320.00	320.00
Check	6119	02/11/2026	Town Law Center, PLLP		Checking - 1987		-2,645.00
				3.460 · Sucker Vadnais		-437.00	437.00
				3.143 · Legal		-92.00	92.00
				3.440 · Gilfillan Black Tamarack Wilkin		-1,357.00	1,357.00
				3.450 · Pleasant Charley Deep		-759.00	759.00
TOTAL						-2,645.00	2,645.00
Check	6120	02/11/2026	Metro - Inet		Checking - 1987		-2,200.00
				IT Support		-2,200.00	2,200.00
TOTAL						-2,200.00	2,200.00

	Check 6121 02/11/2026 Barr Engineering Co	Checking - 1987		-2,081.00
		3.425 · Goose Lake	-2,081.00	2,081.00
TOTAL			<u>-2,081.00</u>	<u>2,081.00</u>
	Check 6122 02/11/2026 Ramsey Washington Metro WD	Checking - 1987		-999.60
		3.320 · Marketing	-999.60	999.60
TOTAL			<u>-999.60</u>	<u>999.60</u>
	Check 6123 02/11/2026 Metro Blooms	Checking - 1987		-1,300.00
		3.320 · Marketing	-1,300.00	1,300.00
TOTAL			<u>-1,300.00</u>	<u>1,300.00</u>
	Check 6124 02/11/2026 HDR Engineering, Inc.	Checking - 1987		-5,469.07
		3.320 · Marketing	-1,193.55	1,193.55
		3.320 · Marketing	-4,275.52	4,275.52
TOTAL			<u>-5,469.07</u>	<u>5,469.07</u>
	Check 6125 02/11/2026 City of Vadnais Heights	Checking - 1987		-2,238.34
		Rent	-1,865.00	1,865.00
		Phone/Internet/Machine Overhead	-335.00	335.00
		Postage	-16.78	16.78
		Copies	-21.56	21.56
TOTAL			<u>-2,238.34</u>	<u>2,238.34</u>
	Check 6126 02/11/2026 Incarnation Lutheran Church	Checking - 1987		-7,938.50
		3.330 · Community Blue Education Grant	-7,938.50	7,938.50
TOTAL			<u>-7,938.50</u>	<u>7,938.50</u>
	Check 6127 02/11/2026 City of White Bear Lake	Checking - 1987		-71,936.36
		payroll	-56,659.51	56,659.51
		Administration FICA	-4,203.99	4,203.99
		Administration PERA	-4,249.49	4,249.49
		Insurance Benefit	-6,295.12	6,295.12
		Admin payroll processing	-254.92	254.92
		Employer PFML	-273.33	273.33
TOTAL			<u>-71,936.36</u>	<u>71,936.36</u>
	Check 6128 02/11/2026 Arcade Mob Partners LLC	Checking - 1987		-5,136.86
		3.150 · Storm Sewer Utility	-5,136.86	5,136.86
TOTAL			<u>-5,136.86</u>	<u>5,136.86</u>

Vadnais Lake Area Water Management Orgar
Profit & Loss
 January 15 through February 11, 2026

12:55 PM

02/04/2026

Cash Basis

Jan 15 - Feb 11, 26

Ordinary Income/Expense

Income

5.1 · Income

5.11 · Storm Water Utility 26,195.22

5.13 · Interest 9,942.05

Total 5.1 · Income 36,137.27

Total Income 36,137.27

Gross Profit 36,137.27

Expense

3.1 · Administrative/Operations

3.110 · Office

Copies 21.56

Phone/Internet/Machine Overhead 335.00

Postage 16.78

Rent 1,865.00

Total 3.110 · Office 2,238.34

3.120 · Information Systems

IT Support 2,200.00

Total 3.120 · Information Systems 2,200.00

3.142 · Bookkeeping help 67.46

3.143 · Legal 92.00

3.144 · Eng. & Tech. 435.00

3.150 · Storm Sewer Utility 5,136.86

3.170 · Misc. & mileage 329.61

3.191 · Employee Payroll

payroll 56,659.51

Total 3.191 · Employee Payroll 56,659.51

3.192 · Employer Liabilities

Admin payroll processing 254.92

Administration FICA 4,203.99

Administration PERA 4,249.49

Employer PFML 273.33

Insurance Benefit 6,526.34

Total 3.192 · Employer Liabilities 15,508.07

Total 3.1 · Administrative/Operations 82,666.85

3.3 · Education and Outreach

3.320 · Marketing 7,826.77

3.330 · Community Blue Education Grant 7,938.50

Total 3.3 · Education and Outreach 15,765.27

3.4 · Capital Imp. Projects/Programs

3.425 · Goose Lake	2,081.00
3.440 · Gilfillan Black Tamarack Wilkin	3,091.25
3.450 · Pleasant Charley Deep	759.00
3.460 · Sucker Vadnais	437.00
Total 3.4 · Capital Imp. Projects/Programs	6,368.25
3.48 · Programs	
3.482 · Landscape 2	320.00
Total 3.48 · Programs	320.00
Total Expense	105,120.37
Net Ordinary Income	-68,983.10
Net Income	-68,983.10

Vadnais Lake Area Water Management Organization

Custom Transaction Detail Report

December 1, 2025 through February 1, 2026

1:00 PM

02/04/2026

Accrual Basis

Type	Date	Num	Name	Memo	Account	Cir	Split	Amount	Balance
Credit Card Charge	12/01/2025		Amazon.com	wagon	US Bank CC	✓ 3.320	· Marketing	65.63	65.63
Credit Card Charge	12/01/2025		Amazon.com	storage bins	US Bank CC	✓ 3.320	· Marketing	69.58	135.21
Credit Card Charge	12/01/2025		Custom Ink llc	supplies/give aways	US Bank CC	✓ 3.320	· Marketing	396.03	531.24
Credit Card Charge	12/01/2025		Vista Print	supplies	US Bank CC	✓ 3.320	· Marketing	84.53	615.77
Credit Card Charge	12/01/2025		Google*SVCAPPS_VLAWM		US Bank CC	✓ WEB		42.00	657.77
Credit Card Charge	12/11/2025		Quickbooks	yearly subscription	US Bank CC	✓ Software		1,845.63	2,503.40
Credit Card Charge	12/16/2025		Pyor Learning	trainings	US Bank CC	✓ 3.160	· Training (staffboard)	319.56	2,822.96
Transfer	12/22/2025			Funds Transfer	US Bank CC	✓ Checking - 1987		-2,518.27	304.69
Credit Card Credit	12/23/2025		Regents of the University of Minnesota	angela WRC 2025 (refund)	US Bank CC	✓ 3.160	· Training (staffboard)	-400.00	-95.31
Credit Card Charge	12/23/2025		ESRI	ArcGIS credits	US Bank CC	IT Systems - Hardware		360.00	264.69
Credit Card Charge	12/26/2025		Adobe "Creative Cloud		US Bank CC	✓ Software		37.92	302.61
Credit Card Credit	01/02/2026		Adobe "Creative Cloud	credit	US Bank CC	✓ Software		-29.36	273.25
Credit Card Charge	01/02/2026		Google*SVCAPPS_VLAWM		US Bank CC	✓ WEB		42.00	315.25
Credit Card Charge	01/02/2026		Adobe "Creative Cloud		US Bank CC	✓ Software		21.66	336.91
								336.91	336.91



800 County Road E E, Vadnais Heights, MN 55127
www.vlawmo.org; Office@vlawmo.org

To: Board of Directors

From: Phil Belfiori, Administrator

Date: February 18, 2026

Re: V. A. Board Consideration of Designation of Legal Publication

Legal Publication

Recommendation and requested Board Action: that VLAWMO continue to use Press Publication and the VLAWMO website for public notices to our jurisdiction and VLAWMO will advertise in League of MN Cities publication as appropriate.



To: Board of Directors
From: Phil Belfiori, Administrator
Date: February 18, 2026
Re: **V. B.** Board Consideration of 2026 VLAWMO regular Board meeting dates

The following dates are offered for the regular VLAWMO Board meeting in 2026. They follow the pattern established in previous years:

February 25

April 22

June 24

August 26

October 28

December 9

Staff Recommendation: approval.

To: VLAWMO Board of Directors
From: Dawn Tanner
Date: February 18, 2025
Re: **V. C.:** Consider 2025 Annual Report from Carp Solutions

VLAWMO staff received the 2025 year-end report from Carp Solutions. Staff request a recommendation to the VLAWMO Board to accept and share this report. VLAWMO staff anticipate preparing an update article for the February or March submission deadline for North Oaks News.

Requested Action: VLAWMO staff request a recommendation to the Board to accept and share the 2025 year-end report from Carp Solutions.

Attachment: 2025 Pleasant Lake System Report by Carp Solutions, January 20, 2026.

Linked here:

https://www.vlawmo.org/application/files/1617/7032/0699/VI._C._Pleasant_Lake_System_Carp_Management_Report_2025.pdf



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(651) 204-6070

To: VLAWMO Board of Directors
From: Angela Hugunin, VLAWMO Communication and Outreach Coordinator
Date: February 18, 2026
Re: V. D. Consider New VLAWMO Website

Introduction

VLAWMO staff are seeking Board approval of the updated VLAWMO website.

Background

Development of the new VLAWMO website has been completed, and the new site is now publicly visible at <https://vlawmo.org>. The previous website weathered staff transitions and many years of use. The new website offers updated information, a searchable resource library, and streamlined pages for projects and grant programs.

The initial website update process began in 2022. The TEC and Board both approved the development of an initial scope of work with HDR based on an initial community website evaluation survey. Subsequent scopes of work ensued, with the Board most recently approving the updated website agreement and scope of work with HDR at their April 2025 Board meeting.

More recently, at their January 14, 2026 meeting, the TEC approved the new website and its submittal to HDR for final updates and publishing in January. The new website is now publicly visible.

Staff Recommendation

VLAWMO staff recommend that the Board of Directors approve the updated website at <https://vlawmo.org>.

Proposed Motion

It was moved by Director _____ and seconded by Director _____ to approve the updated website at <https://vlawmo.org>.

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 18, 2025

Re: **V. E.:** Consider Tamarack Lake Temporary Access Agreement for Phase 4 Alum and Construction Amendment with LRI

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

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

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

Attachments:

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

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

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

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

PROPERTY ID NUMBER (PID): Parcel ID: 103022330003

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

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

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

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

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

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

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

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

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

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

Additional insurance requirements include:

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

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

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

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

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

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

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

OWNER:



Signature

Mark McCabe, Director Ramsey County Parks

Printed Name

12/03/2025

Date

VLAWMO:

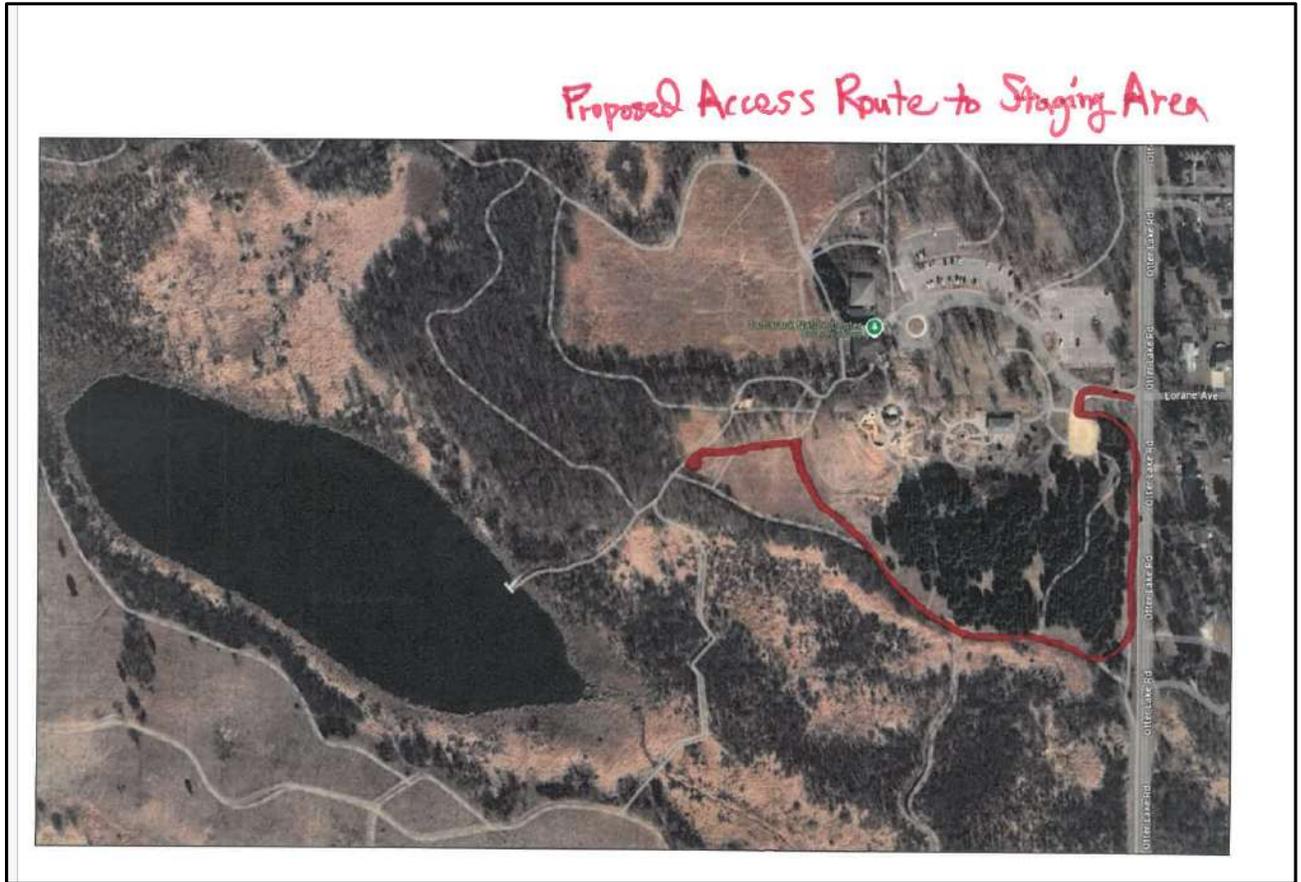
Signature

Printed Name

Date

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

Exhibit A: Map of access route to the staging area



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

Exhibit B: Contract documents

Attached, beginning on following page

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

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

RECITALS

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

AMENDMENT

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

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

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

VLAWMO:

Contractor:

By: _____
Board Chair

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

By: _____
Administrator

Date: 12/30/2025

Date: _____

EXHIBIT A
Updated 2026 Rates

[attached hereto]

LAKE RESTORATION, INC.

YOUR LOCAL AQUATIC EXPERTS SINCE 1977



12/24/2025

Lake: Tamarack

County: Ramsey

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

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

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

VLAWMO:

By: _____

Its: _____

Signed, _____

Contractor:

By: Brian Kretsch

Its: V.P. of Operations

Brian Kretsch

Signed, 12/30/2025





800 County Rd E East, Vadnais Heights, MN 55127
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To: VLAWMO Board of Directors
From: Lauren Sampedro, Watershed Technician & Program Coordinator
Through: Phil Belfiori, Administrator
Date: February 18, 2026
Re: V. F. Consent-Consider Approval of Potential BWSR Grant Application or MPCA Loan Application Partnership with the City of Vadnais Heights

Introduction

VLAWMO is seeking Board approval of a potential partnership with the City of Vadnais Heights on a possible BWSR Clean Water Fund Projects and Practices grant application or a MPCA Clean Water Partnership (CWP) Program Loan application.

Background

BWSR recently released a Request for Proposals (RFP) on February 11, 2026 for the next round of the BWSR Clean Water Fund (CWF) Projects and Practices grants and the MPCA CWP Loan program. The BWSR CWF Projects and Practices grant covers the costs of structural and non-structural practices and activities that supplement or exceed current minimum state standards or procedures for protection, enhancement, and restoration of water quality in lakes, rivers, and streams and to protect groundwater and drinking water sources from degradation. \$3,350,000 is available for local government units, with a required match of 10%.

The MPCA CWP Program loan is available for green infrastructure practices and nonpoint source best management practices, with a total of \$3,500,000 available and up to \$750,000 available per loan. The loan amount could increase by \$500,000 to local government units addressing nonpoint source pollution to improve water quality. The loan program does not have a required match but has a 1.5% interest rate.

Both the BWSR CWF Projects and Practices grant and the MPCA CWP Program loan can be applied for at the same time with a single grant application. These funding opportunities could help the City of Vadnais Heights and VLAWMO cover the construction costs of the potential water quality improvement, water quantity reduction, and recreation project in the undeveloped area behind City Hall. Staff are currently awaiting a decision on the Legislative-Citizen Commission on Minnesota Resources (LCCMR) Environment and Natural Resources Trust Fund (ENRTF) grant application proposal for the same possible project. If the LCCMR funding is approved by the Legislature this year, the additional state funding sources could be helpful for reducing the City and VLAWMO's local match and allowing more innovative project components to be implemented. Applications are due by March 25, 2026 and the funding would be available through 2029. The City of Vadnais Heights has expressed initial interest in looking into these opportunities further. If pursued, VLAWMO wishes to partner with the City on developing the grant application and providing partnership funding if the application is successful through the Sucker Vadnais subwatershed budget. A draft Memorandum of Understanding (MOU) will be prepared for this potential partnership if the opportunities are pursued.



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(651) 204-6070

Staff Recommendation

VLAWMO staff recommend the Board of Directors approve staff supporting a potential BWSR CWF Projects and Practices grant application or MPCA CWP Program loan with the City of Vadnais Heights and approve partnership funding with the City if a grant application is successful.

Proposed Motion

It was moved by Director _____ and seconded by Director _____ to approve supporting a potential BWSR Clean Water Fund Projects and Practices grant application or MPCA Clean Water Partnership Program Loan application and partnership funding with the City of Vadnais Heights.

To: VLAWMO Board of Directors

From: Angela Hugunin, Communication & Outreach Coordinator

Through: Phil Belfiori, Administrator

Date: February 18, 2026

Re: **V. G.** Consider Approval of Potential BWSR Bridging Conservation Grant Application in Partnership with the City of Vadnais Heights

Introduction

VLAWMO is seeking Board authorization to potentially apply for the BWSR Bridging Conservation grant program in partnership with the City of Vadnais Heights.

Background.

BWSR recently released a Request for Proposals (RFP) for a new grant opportunity called the Bridging Conservation Grant Program. This program seeks to promote conservation to non-native English-speaking communities by creating new or expanding existing outreach and education programs. The term “non-native English-speaking communities” refers to communities whose first and/or primary language is not English. The program aims to ensure conservation information, training, and programs are linguistically and culturally relevant and accessible, and to equip non-native English-speaking communities with the knowledge to practice conservation in their daily lives and advocate for environmental stewardship.

The Bridging Conservation Grant Program has a total of \$135,000 available. Grant requests must be between a minimum of \$10,000 and a maximum of \$45,000. There is no required financial match for this program. Applications are due on Thursday, April 2nd, 2026.

This funding opportunity could help the City of Vadnais Heights and VLAWMO pursue outreach programs that help community members learn about and engage with the potential water quality improvement and recreation project in the undeveloped area behind City Hall. In addition, this grant program could support translating key educational and program documents such as grant funding resources and interpretive signage so that they are accessible for non-native English-speaking communities within the watershed, advancing environmental justice priorities as outlined in VLAWMO’s Watershed Management Plan. The City of Vadnais Heights has expressed initial interest in exploring this opportunity further with VLAWMO. If pursued, VLAWMO wishes to partner with the City on the preparation of a grant application. If the opportunity is pursued, a draft Memorandum of Understanding (MOU) will be prepared for this potential partnership.

Staff Recommendation

VLAWMO staff recommend the Board of Directors authorize staff to potentially apply for the BWSR Bridging Conservation grant in partnership with the City of Vadnais Heights.

Proposed Motion

It was moved by Director _____ and seconded by Director _____ to authorize staff to potentially apply for the Bridging Conservation grant in partnership with the City of Vadnais Heights.

Attachments

- FY26 RFP linked: https://www.vlawmo.org/download_file/f53ed6f3-a961-48ae-80eb-9cc427f82bc5/9

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To: Board of Directors

From: Phil Belfiori, Administrator

Date: February 18, 2026

Re: **VI. A. 1.** 2026 Elections and Appointments

1. **Election of officers.** 2025 Slate: Chair: Jim Lindner; Vice Chair: Andrea West; Secretary Treasurer: Katherine Doll Kanne. Please consider how you might best serve. Officers preside over the meeting (Chair, Vice Chair, Sec-Tres.) and become check signers through US Bank. Other duties: the Chair may speak for VLAWMO in public situations, Review draft board meeting agenda, and the Sec- Treasurer is a member of the Finance committee.
2. **VLAWMO Subcommittee Assignment.** The VLAWMO Subcommittee makes recommendations related Finance, Policy & Personnel /HR to the full VLAWMO Board may meet 2-4 times per year. They make recommendations for Board action as far as budget (meet two times related to budget), new policies or policy updates, major projects /programs and/or personnel matters. They also assist with human resources questions and direction/decisions as needed. The three Board members that served on the subcommittee in 2025 were Jim Lindner, Andrea West and Katherine Doll Kanne.

Technical Commission (TEC) Chair and Officers. VLAWMO process requires appointment of the TEC Chair by the Board. For 2026, TEC has recommended Nick Ousky commissioner from City of Vadnais Heights as its Chair. Other Officers appointed by the TEC at their January 2026 meeting include Gloria Tessier as Vice Chair, Terry Huntrods as Treasurer, and Susan Miller as Board Liaison.

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To: VLAWMO Board of Directors

From: Phil Belfiori, Dawn Tanner, and Rachel Olm

Date: February 18, 2025

Re: **VI. B. 1.:** Consider Approval of Final Draft Plan (MS 103B.231 per subd. 9) and Sending Plan to BWSR /State Review Agencies for “90-day Review”

Following approval of the comment response table in December to the 60-day formal review, VLAWMO staff have continued to work with HEI on the transition to InDesign for the 90-Day BWSR Review Draft WMP. That has been completed, recommended for approval by the TEC at the February 11 meeting, and is provided in the packet.

The Public Hearing has been noticed as required and will be held at the beginning of the VLAWMO Board meeting at 7:00 pm on February 25, 2026.

The comment response table provided verbatim text changes that have been incorporated into the final InDesign 90-Day BWSR Review Draft WMP. Through conversations with BWSR, six high-priority areas of comments were identified and addressed. These high-priority areas are shown in more detail in the attached PPT and will be discussed during the meeting.

Following the public hearing and, pending comments received, and pending approval by the VLAWMO Board, staff anticipate the following next steps and timeline:

- **Feb. 26:** VLAWMO staff submit WMP to BWSR/State review agencies per Subd. 9
- **April 6:** 2:00/2:30~4:30, BWSR Central Region Committee meeting and recommendation to BWSR Board, (MPCA/BWSR building, 520 Lafayette Road North, St Paul, room TBD)
- **April 22:** 9:00 am, BWSR Board authorization (Lower-level Board Room, at 520 Lafayette Road North, St. Paul and by Microsoft Teams)
- Following BWSR approval: Plan adoption and share with review authorities
- If changes are requested as part of /following the BWSR Central Region Committee meeting, those changes will be shared with the Board and may require a later BWSR Board authorization.

Requested Action: VLAWMO staff requests approval of Resolution 01-2026 wherein the Board authorizes the submittal of the “90-day” Review Draft Watershed Management Plan to State review agencies/BWSR per MS103B.231 Subd. 9.

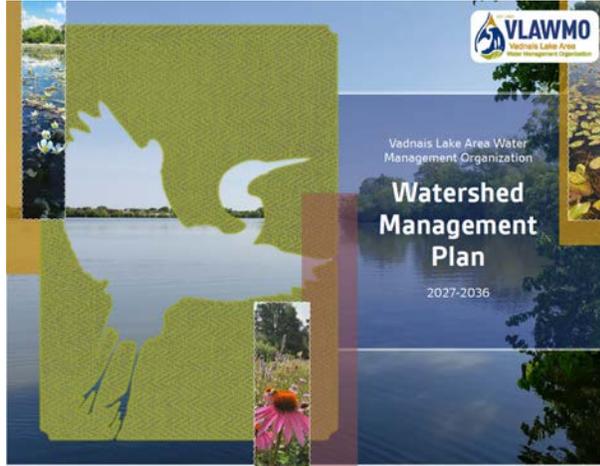
Attachments:

- VLAWMO WMP Public Hearing draft [linked here:](https://www.vlawmo.org/download_file/aabc128e-8f9b-46bd-8e03-6b4e19f1f742/9)
https://www.vlawmo.org/download_file/aabc128e-8f9b-46bd-8e03-6b4e19f1f742/9

- VLAWMO WMP Appendix **linked here:**
https://www.vlawmo.org/download_file/faefa325-99b2-4e7e-8063-2ade97eb4564/9
- WMP PPT Presentation
- Resolution 01-2026

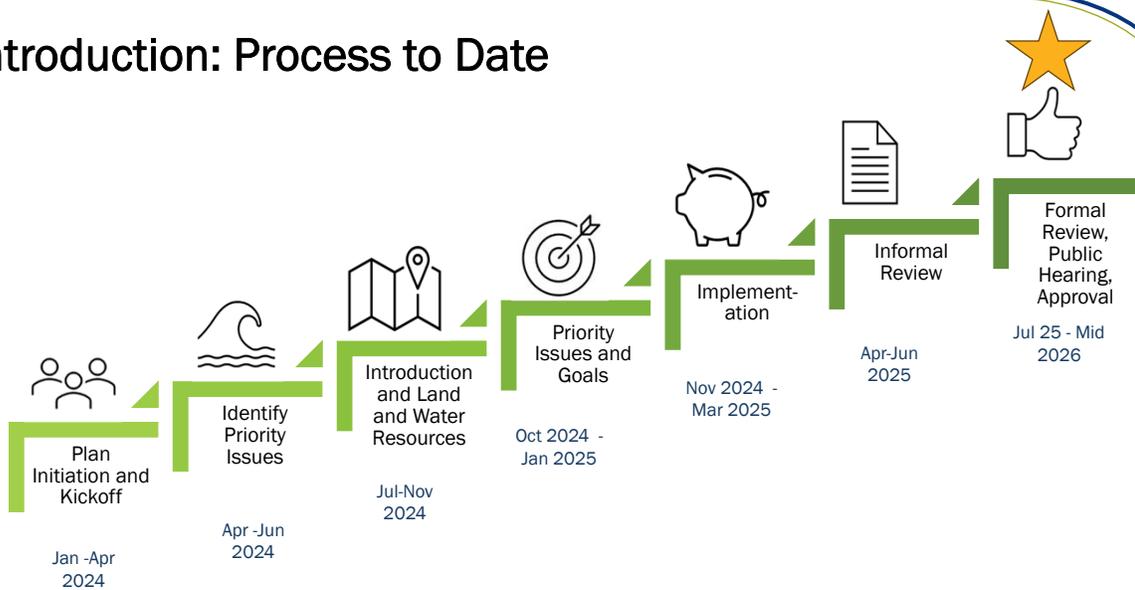
VI. B. 1.

Consider Resolution 01-2026 – Authorize submittal of “90-Day” BWSR Review Draft WMP to BWSR



1

Introduction: Process to Date



2

Background: Process

- December approval by TEC and Board of the comment response table
- Verbatim text changes shared with local and state review authorities
- VLAWMO staff internal review of Word document with changes incorporated
- HEI team transitioned document to polished InDesign format
- HEI provided updated 90-day WMP for BWSR review

3

Background: Implementing Key Areas from VLAWMO Response Table

- Reminder of 6 high-priority areas of comments that were identified and addressed

4

6 High-Priority Areas

1. Need to identify priority resources for focal efforts over next 10 years of WMP: Added elevated priority lakes consistent with involvement in Small, Priority Watershed MPCA/EPA grant program

VLAWMO Watershed Management Plan: Implementation Plan

internal planning cycles to assess priorities, needs, and opportunities to collaborate and coordinate efforts.

Projects with the greatest impact on water resources receive the highest priority for implementation. In addition to prioritizing high-benefit projects, VLAWMO considers and supports projects that arise through redevelopment or through partners implementing their Capital Improvement Plans.

4.4.1 Enhanced Priority Criteria
4.4.1.1 Lakes and Streams

Prioritizing resources provides direction on where to target efforts. For purposes of this plan, participation in the 319 Small, Priority Watershed Program elevates resources to the highest priority. This applies to Wilkinson, Tamarack, and Birch Lakes, which will be elevated priority resources for this 10-year plan.

After the 319 Program, VLAWMO identified three criteria that are used to further identify priority resources:

1. If the resource is in the chain of lakes used for drinking water
2. If a resource is in the Grant Program priority zones
3. If a resource is impaired, nearly impaired, barely impaired, or a lake of high biological significance

Grant Program priority zone locations can be requested from staff. The targeted habitat priority zones are locations that have been identified by the DNR as native plant communities or high potential rusty patched bumblebee habitat areas that should be preserved or restored. The volume reduction priority zones are areas where there is denser development and a higher likelihood of flooding. To alleviate flooding, VLAWMO is currently pursuing high impervious areas within the Lambert Creek planning region for volume reduction projects.

A summary of these criteria and VLAWMO waterbodies that meet each criteria is shown in Table 4-3. No one criteria will outrank another; VLAWMO staff will review all when determining and prioritizing projects. The list of resources and priority criteria will be used when pursuing and funding projects.

Table 4.3: Three criteria used to further identify priority resources.

Drinking Water Chain of Lakes	
<ul style="list-style-type: none"> Charley Lake Pleasant Lake Sucker Lake 	<ul style="list-style-type: none"> East Vadnais Lake Lambert Creek
Grant Program Priority Zones	
<ul style="list-style-type: none"> Black Lake Deep Lake East and West Goose Lake 	<ul style="list-style-type: none"> Lambert Creek Wilkinson Lake
Nearly / Barely*, Impaired Waterbodies, or Lakes of Biological Significance	
<ul style="list-style-type: none"> Barely Impaired: Deep Lake (TP) Nutrient Impairment: East and West Goose Lakes, Gillfillan Lake, Pleasant Lake, Tamarack Lake, West Vadnais Lake, Wilkinson Lake Bacteria Impairment: Lambert Creek High Biological Significance: Amelia 	

*Nearly impaired resources are defined as within 90-100% of the standard (no VLAWMO lakes qualify) and barely impaired as within 100-125% of the standard.

5

6 High-Priority Areas

2. More clearly provide measurable goals with quantifiable measures wherever possible: Added with input from key project engineers

VLAWMO Watershed Management Plan: Priority Issues and Goals

3.4.1 Surface Water Quality Management

Surface Water and Drinking Water Quality

VLAWMO Watershed Management Plan: Priority Issues and Goals



Erosion of Shorelines and Streambanks

In addition to the Surface Water and Drinking Water Quality issue, streambank and lake shoreline erosion is a concern in the watershed. Streambank erosion can occur in Lambert Creek or within ditches during periods of high flow. Lake shore erosion can be worsened by waves from boats and a lack of shoreline buffer. Streambanks can be protected by vegetated bank stabilization or hard armoring practices, and lake shorelines can be protected from erosion by planting native shoreline vegetation and minimizing development and landscaping near shorelines. Riparian buffers provide wildlife and pollinator habitat, stabilize soils, and slow and filter overland runoff prior to entering a waterbody. VLAWMO encourages streambank and lakeshore landowners to plant native vegetation riparian buffers through partnership projects and VLAWMO's landscape grant programs.

- Surface Water Quality Goal:** Protect and improve water quality through implementation of capital improvement projects, associated technical work, and VLAWMO programs.
- Partnership/Grant Dependent Measure:** Pursue partnership project implementation of 12 projects or associated technical work that improve surface water and drinking water quality, including at least three funded by 319 Small, Priority Watershed Program.

 - Outcomes from implementing projects associated with this Partnership / Grant Dependent Measure aim to accomplish the following water quality outcomes (by project):
 - Tamarack Lake (Project 403): Maintain total phosphorus concentration below 80 µg/L, using a five-year average of summer total phosphorus concentrations.
 - Wilkinson Lake (Project 403A, 403B, 403C): Reduce watershed phosphorus loading by 21 lbs/year based on watershed projects implemented or to the maximum extent possible given the uncertainty of available funding, the final design of the project area, and modifications that may be incurred during construction. This reduction will be pursued through targeted management strategies that enhance upstream storage, conveyance, and water quality.

See Implementation Table: 403A, 403B, 403C, 403D, 403E, 401A, 305E, 405E, 306F, 307B
- Partnership/Grant Dependent Measure:** Continue annual implementation of VLAWMO programs to protect and improve water quality

 - Outcomes from implementing projects associated with this Partnership / Grant Dependent Measure aim to accomplish the following water quality outcomes (by project):
 - Birch Lake (Project 200C, 200H): Achieve an in-lake summer-average total phosphorus concentration of equal to or less than 40 µg/L.

See Implementation Table: 200A, 200B, 200C, 200D, 200E, 200F, 200G, 200H

6

6 High-Priority Areas

- 3. Timing of approval of WMP and possible need to add budget information for 2026: Final guidance from BWSR received and incorporated



7

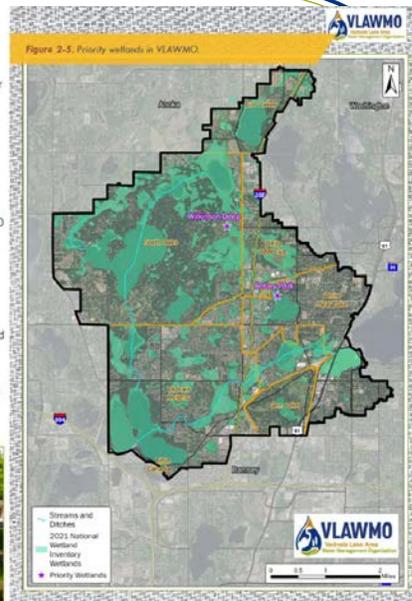
6 High-Priority Areas

- 4. Priority wetland areas requested to be clearly identified: Added section in WMP and included map with priority areas

VLAWMO Watershed Management Plan: Land and Water Resources

VLAWMO is the Wetland Conservation Act (WCA) local government unit for the watershed (excluding Minnesota Department of Transportation (MnDOT) projects) and is involved whenever there is development or other activities which occur near or in a wetland. VLAWMO's formal role and responsibility in regulatory review is limited to only the administration of the Wetland Conservation Act (WCA). VLAWMO partners with the Technical Evaluation Panel (TEP) and encourages early communication to ensure WCA is adhered to. Information on WCA and VLAWMO's role is available on the VLAWMO website.

With so many wetlands in the watershed, it's important to focus VLAWMO implementation efforts regarding wetland restoration and management (Figure 2-5). The Rotary Nature Preserve is a priority area for restoration and community outreach pertaining to wetlands. The Rotary Nature Preserve efforts are currently underway with a 5-year Conservation Partners Legacy grant from the DNR to complete a large wetland restoration in the area. The Wilkinson Deep-Water Wetland is a completed project toward improvement of Wilkinson Lake and is a priority for increasing the diversity of the plant community in the wetland, including submerged aquatic vegetation. VLAWMO will also explore prioritization in Vadnais-Snail Lake Regional Park based on partner involvement. Efforts would be led by partner entities.



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6 High-Priority Areas

- Trends in water quality making use of monitoring data requested: Added trend column with increasing, neutral, decreasing (text used instead of graphic to avoid possible confusion)

VLAWMO Watershed Management Plan: Land and Water Resources

Table 2-2. Summary of VLAWMO waters.

Name (AUID)	Acres	Impairment(s)	Trophic State Index (TSI)	5-year TSI Trend	DNR Shallow Lake	Fish Identified in Fish Survey	Infested with AIS	5-year TP and Chl-a Average*	Other
Gilman (62-0027-00)	110	Nutrients	62	Decreasing	X	Walleye, Sunfish***	Curly-leaf pondweed	TP: 54 µg/L Chl-a: 38 µg/L	Water has been pumped from Pleasant to Gilman to increase water levels.
Fish (62-0021-00)	12		N/A	N/A		No survey		N/A	Classified as public water wetland.
Lambert Creek (07010206-656)	N/A	Bacteria	N/A	N/A		N/A		TP: 212 µg/L Chl-a: 24 µg/L	Partially RCD14.
Pleasant (62-0046-00)	607	Nutrients, Mercury in fish tissue	53	Neutral		No survey, common carp present	Curly-leaf pondweed, Eurasian watermilfoil, Rusty crayfish, Zebra mussels	TP: 46 µg/L Chl-a: 13 µg/L	
Sucker (62-0038-00)	53	Mercury in fish tissue	50	Slight Decrease		Black crappie, Bluegill, Bowfin, Brown Bullhead, Common carp, Green sunfish, Hybrid sunfish, Largemouth bass, Northern pike, Pumpkinseed, Walleye, Yellow perch	Curly-leaf pondweed, Eurasian watermilfoil, Rusty crayfish, Zebra mussels	TP: 38 µg/L Chl-a: 10 µg/L	Sucker Lake has more restrictive mercury consumption guidelines than statewide guidelines for bullhead.
Tamarack (62-0022-00)	86	Nutrients	75	Slight Decrease		No survey		TP: 162 µg/L Chl-a: 175 µg/L	Classified as public water wetland.
West Goose (62-0126-00)	24	Nutrients	81	Decreasing		Black bullhead, Black crappies, Bluegills, Fathead minnow, Golden shiner, Green sunfish, Hybrid sunfish, Pumpkinseed, Yellow perch****	Curly-leaf pondweed	TP: 174 µg/L Chl-a: 153 µg/L	Classified by DNR as an unpaired public water wetland.
West Vadnais (62-0038-02)	212	Nutrients	68	Decreasing		Bullhead, Common carp, Pan fish***	Curly-leaf pondweed, Eurasian watermilfoil, Zebra mussels	TP: 98 µg/L Chl-a: 85 µg/L	
Wilkinson (62-0043-00)	93	Nutrients	66	Increasing	X	Black bullhead, Black crappies, Bluegills, Golden shiner, Green sunfish, Hybrid sunfish, Largemouth bass, Pumpkinseed, Yellow perch	Curly-leaf pondweed	TP: 100 µg/L Chl-a: 16 µg/L	

*For more information, see the 2023 Monitoring Report on the VLAWMO website. This data is only for the years identified in the 2023 Monitoring Report and will change over the life of the plan. Lambert Creek averaged between 6 sampling sites.
**Floating rock is being treated in a nearby wetland, but it has not been detected in the lake in recent years.
***No fish survey done - common species only.
****Fish survey combines East and West Goose.

VLAWMO Watershed Management Plan

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6 High-Priority Areas

- Degree to which WMP can be adopted by reference requested: Added to state that member cities may adopt the data and maps in the Land and Water Resources section by reference, but not the implementation section

VLAWMO Watershed Management Plan: Plan Administration

VLAWMO does not exercise land use or permitting authority. A member community must adopt the standards identified in the VLAWMO Water Management Policy into its official controls. VLAWMO may provide "advisory" comments upon request from a member community.

5.2.1 Local Water Management Plans

All member communities within VLAWMO are required to complete and adopt a local water management plan that conforms to Minnesota Statutes 103B 235 and Minnesota Rules 8410 0160 (Table 5-2). Local water management plans must be approved by VLAWMO before they can be locally adopted and implemented. Member communities may only adopt the data and maps by reference in Section 2 - Land and Water Resources. Member communities have land use and regulatory responsibilities that impact water quality, and these responsibilities need to align with the current VLAWMO Water Management Policy. Local water management plans need to be reviewed (and updated if necessary) for consistency with this plan. Table 5-2 provides a summary of the status of local water management plan adoption and implementation of activities per Minnesota Rules 8410 0150.

Table 5-2. Local water management plans

Community	Plan Last Updated
Gem Lake	2018
Lino Lakes	2018
North Oaks	2008
Vadnais Heights	2018
White Bear Lake	2021
White Bear Township	2019

local water management plans must be adopted not more than two years before the local comprehensive plan is due, as they are reviewed by the Metropolitan Council during the local comprehensive planning process. As discussed in Section 2.1, 2040 community comprehensive plans are available online and 2050 plans are likely to be released by 2030.

Table 5-3. Local water management plan implementation schedule

Local Water Management Plan Deadline	Member Community Plan
Two years prior to comprehensive plan release (2028 estimate)	2050 Comprehensive Plans are estimated to be available by 2030



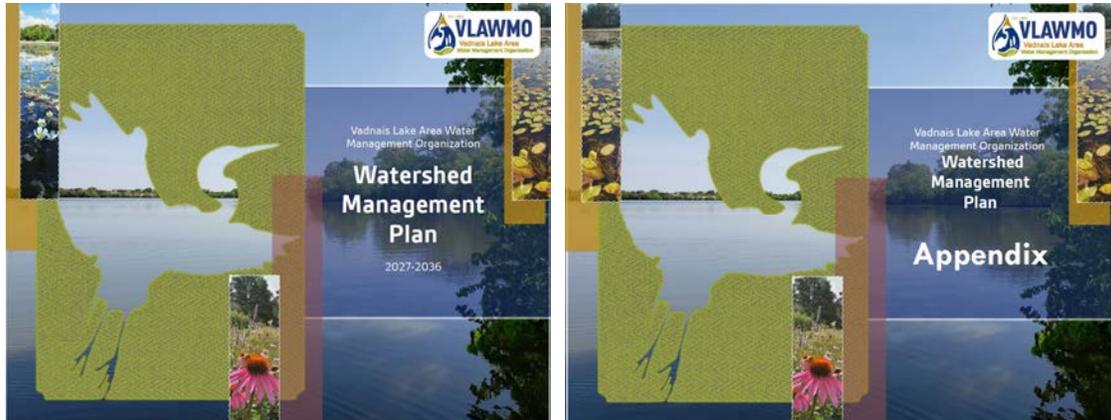
Downs White Bear Lake
Photo Credit: www.whitebearlakes.com

VLAWMO Watershed Management Plan

10

Full documents provided in packet

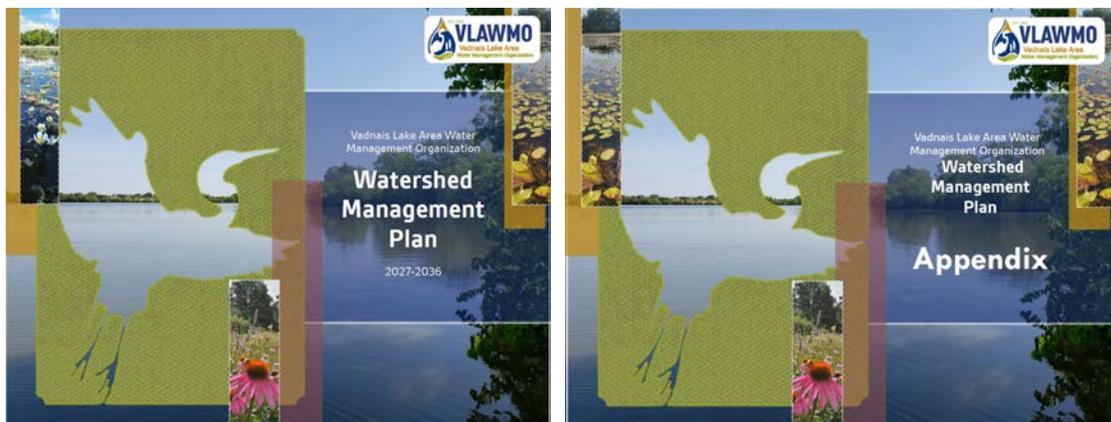
- Additional review provided in WMP and Appendix provided in the packet to review full implementation of comment response table



11

TEC recommendation to the Board

- At the February 11, 2026, regular meeting, TEC approved recommendation to the VLAWMO Board to hold the Public Hearing at the February 25, 2026, regular meeting and, pending comments received, authorize VLAWMO staff to submit the “90-Day” BWSR Review Draft WMP to BWSR.



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Projected/draft BWSR guidance for next steps – anticipated and subject to change

- **Feb. 25:** VLAWMO Board Meeting Public Hearing, Board consider approval of WMP, authorize submittal of 90-day draft to BWSR/state review agencies
- **Feb. 26:** VLAWMO staff submit WMP to BWSR/state review agencies
- **April 6:** BWSR Metro meeting to review WMP and recommendation to Board*
- **April 22:** BWSR Board Consideration of the WMP
- Following BWSR approval: Plan adoption by VLAWMO Board and share with review authorities

* changes to the WMP are possible with the review by state review agencies and or BWSR metro committee – this schedule is subject to change

13

Questions?

14

Requested Action, pending comments received

Proposed Resolution 01-2026

NOW, THEREFORE, BE IT RESOLVED, by the VLAWMO Board of Directors that the Board authorizes the submittal of the 90-day Review Draft VLAWMO Watershed Management Plan to State review agencies/BWSR per MS 103B.231 Subd. 9.

Director _____ moved the adoption of Resolution #01-2026, Director _____ seconded the adoption of the Resolution, and it was duly adopted by the Board on the 25th day of February, 2026.

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

Resolution No. 01-2026

RESOLUTION AUTHORIZING SUBMITTAL OF WATERSHED MANAGEMENT PLAN (WMP) FOR 90-DAY REVIEW AND CONSIDERATION BY THE BOARD OF WATER AND SOIL RESOURCES (BWSR)

WHEREAS, the Vadnais Lake Area Water Management Organization (VLAWMO) has approved and adopted a comprehensive Watershed Management Plan (WMP) as defined by Minnesota Statutes Chapter 103B and Minnesota Rule Chapter 8410;

WHEREAS, VLAWMO's WMP requires a metro update every 10 years and amendments within the 10-year timeframes to request and incorporate desired modifications to the WMP;

WHEREAS, VLAWMO identified the need to update its WMP dated 2017-2026, amended 2019, 2021, 2022, and 2024;

WHEREAS, VLAWMO must prepare a WMP and/or update in accordance with Minnesota Statutes Chapters 103B and Minnesota Rules 8410;

WHEREAS, VLAWMO updated the Joint Powers Agreement (JPA) that reaffirms and ratifies the establishment and continued operation of VLAWMO, and that JPA has been fully executed by all member communities;

WHEREAS, the VLAWMO Board of Directors designated the Technical Commission (TEC) to serve as the required advisory committee, and the TEC has served in that role throughout the WMP development;

WHEREAS, VLAWMO conducted a community-engagement process consisting of in-person and remote input opportunities and multiple surveys;

WHEREAS, VLAWMO facilitated a TEC+ process, which consisted of the TEC with invitations extended to all local and State review authorities, for in-person discussions to engage with the TEC and local and State review authorities during development of a draft WMP;

WHEREAS, VLAWMO prepared a draft WMP and submitted the draft for 60-day review and comment according to Minnesota Statutes 103B.231 Subd. 7;

WHEREAS, VLAWMO responded to all received comments and provided a comment response table with all comments and resolution to local and State review authorities;

WHEREAS, VLAWMO noticed and held a Public Hearing to discuss the WMP and receive additional comment, pursuant to Minnesota Statutes 103B.231 Subd. 7 (c);

WHEREAS, VLAWMO has completed the WMP update and prepared a 90-day review and copy according to Minnesota Statutes 103B .231 Subd. 9;

NOW, THEREFORE, BE IT RESOLVED, by the VLAWMO Board of Directors that the Board authorizes the submittal of the 90-day Review Draft VLAWMO Watershed Management Plan to State review agencies/BWSR per MS 103B.231 Subd. 9.

Director _____ moved the adoption of Resolution #01-2026, Director _____ seconded the adoption of the Resolution, and it was duly adopted by the Board on the 25th day of February, 2026.

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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
<i>Andrea West</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Ed Prudhon</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Rob Rafferty</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Sarah Shah</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Katherine Doll</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Kanne</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Jim Lindner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted this ____ day of February 2026.

BY THE VLAWMO BOARD

Chairperson

Attest: _____
Secretary-Treasurer

To: VLAWMO Board of Directors

From: Phil Belfiori and Dawn Tanner

Date: February 18, 2025

Re: **VI. B. 2.:** Consider Phase 2 (319) MPCA Grant Contract and MOU with North Oaks Company

The Phase 2, 319, small, priority watershed project has been in development over the past couple of years in anticipation of the second round of the grant program for which VLAWMO is part of cohort B. The Phase 1 project was successfully completed and closed out in August 2025. The Phase 1 and Phase 2 projects both have the goal of improving water quality in Wilkinson Lake, which is impaired for nutrients.

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

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

The TEC reviewed the grant contract at their January 14, 2026, meeting and provided a recommendation to the Board to sign and return the MPCA grant contract for the Phase 2 project as part of the EPA 319, small, priority watershed program.

VLAWMO staff have continued working with partners to prepare documents to accompany the grant contract to secure the project. Below is a summary of the current status at the time of packet preparation include:

- **Memorandum of Understanding and Maintenance Agreement (MOU):** Draft review and revision completed by VLAWMO's attorney, draft provided to NOC project partners/landowner and discussed with project partners, and MOU signed by NOC is included in the packet.
- **Project Design:** HEI provided a revision and added an alternate design option following a meeting with permitting entities. The new option reduces potential modifications and permitting logistics that may be needed when working within a wetland area. Design options are in process, with modeling to support quantitative elements anticipated to begin next. The most current draft concept design and supporting figures is included in

the packet as Exhibit A in the MOU.

- **Temporary (construction) Easement and Temporary Extended (maintenance) Easement Agreement:** Exhibits are being prepared by HEI; text development is underway with VLAWMO's attorney; partner meeting including NOC and the conservation area easement holder (Minnesota Land Trust (MLT)) was held on February 6. MLT provided an email of support for the packet and is anticipating receipt of a draft easement once it is ready.

Requested Action: VLAWMO staff requests approval of Resolution 02-2026 wherein the Board approves the grant contract with the MPCA for the project and authorizes the Board Chair to sign electronically, and the Board approves the MOU with NOC and authorizes the Board to sign and return the fully executed MOU to NOC.

Attachments:

1. PPT for the Phase 2 project
2. MOU with NOC for the Phase 2 project
3. MLT email of support for the project easement
4. MPCA/319 grant contract for Phase 2 project and work plan (see [link: https://www.vlawmo.org/download_file/6203b807-0cf7-45f0-8d14-d9f58010a596/9](https://www.vlawmo.org/download_file/6203b807-0cf7-45f0-8d14-d9f58010a596/9))
5. Resolution 02-2026

VI. B. 2.

Attachment 1

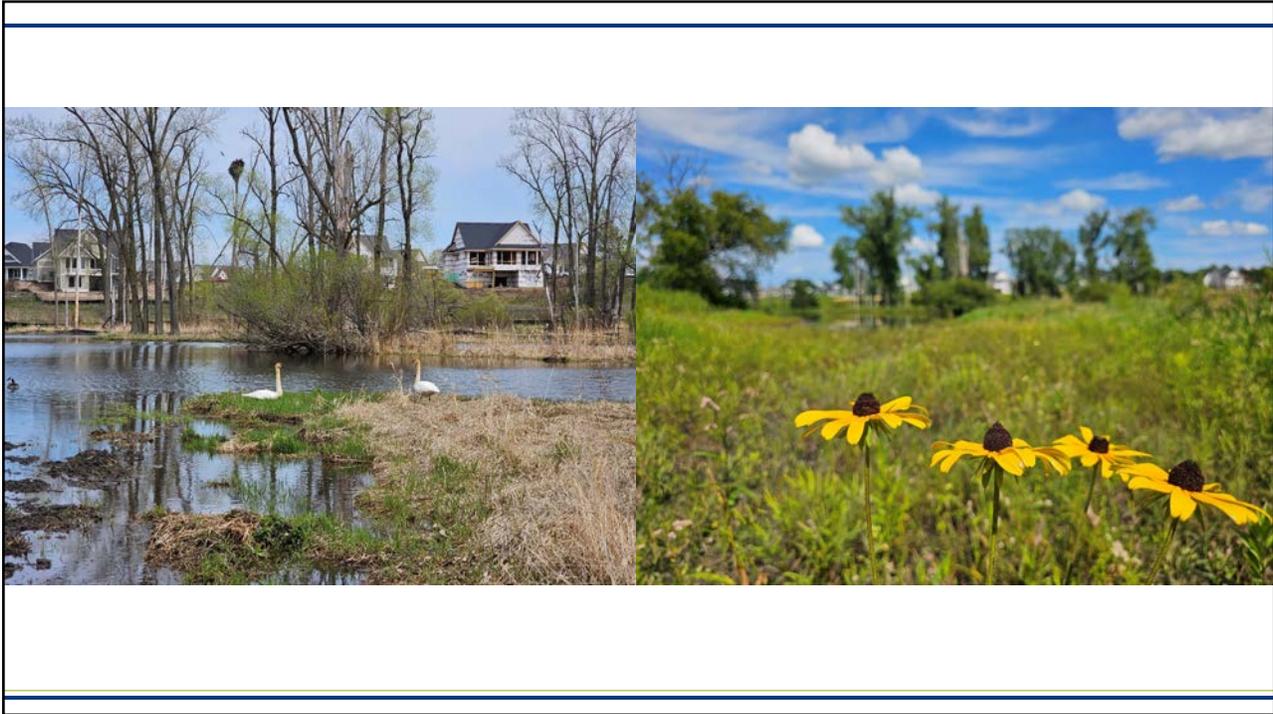
Resolution 02-2026 – Consider Grant Contract with the MPCA for the Phase 2 “319” Grant Project and Consider Project Partnership MOU with NOC



1



2



3



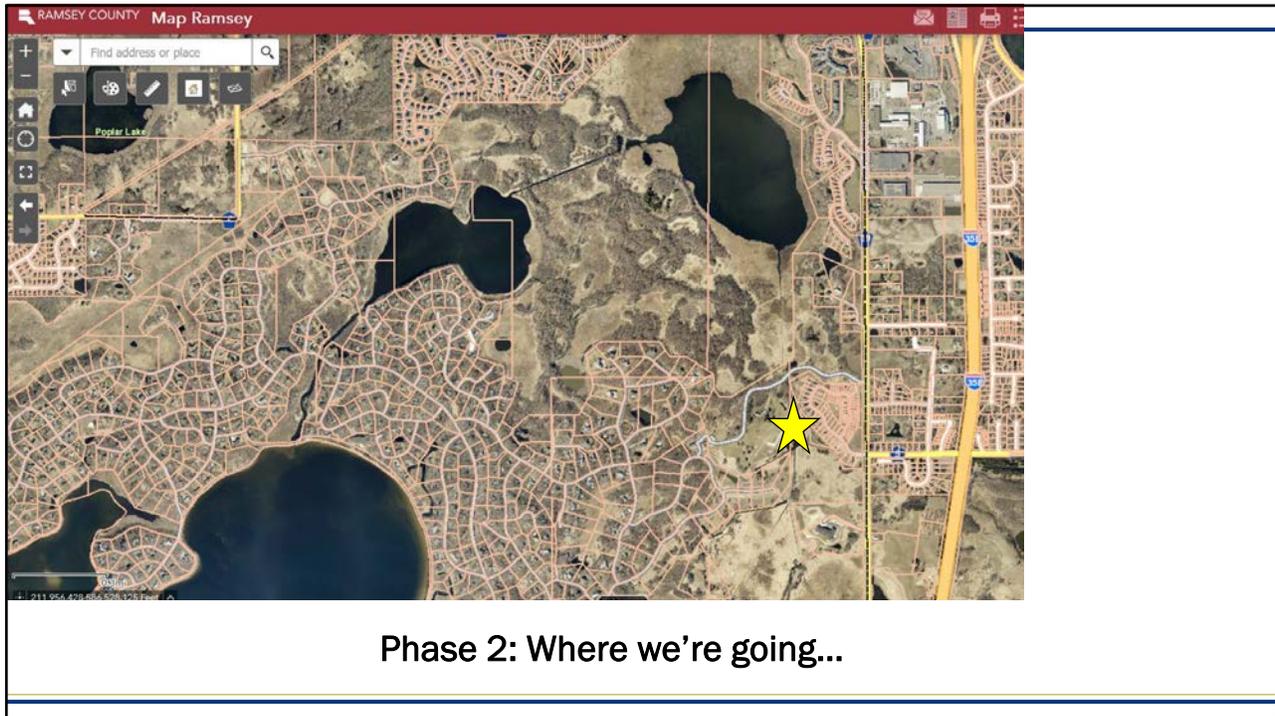
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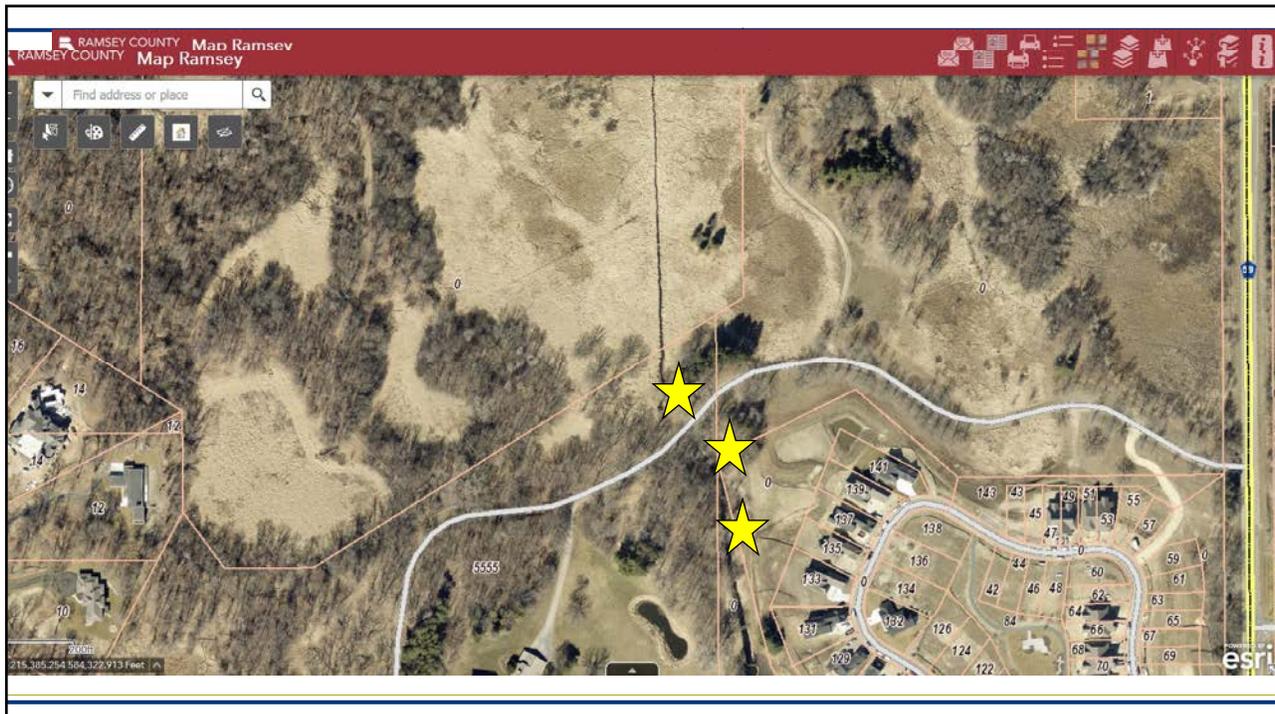
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Background: Phase 2 Project

- In development with HEI over the past couple of years
- Preparation for the second round of grant program (VLAWMO part of cohort B)
- Work completed/in progress
 - Survey (completed)
 - Wetland delineation (completed)
 - Preliminary feasibility (completed)
 - Conceptual design (in progress)
 - Permitting meetings (in progress)



9



10



11

Background: Grant Contract Prep and Receipt

- MPCA began the process of issuing the grant contract for the Phase 2 project in Dec. 2025 with preliminary document submission request
- VLAWMO staff received the grant contract from MPCA on Dec. 18, 2025
 - Includes work plan and budget previously authorized by the TEC/Board
 - Total project cost = \$516,986.44
 - (\$310,191.44 is grant funds, \$175,776.00 is cash match shared equally between VLAWMO and NOC, and \$31,019.00 is VLAWMO in-kind match)
- TEC reviewed the grant contract at Jan. 14, 2026, meeting and provided a recommendation to the Board to sign and return the grant contract to MPCA

12

Background: Supporting Documents and Status

- **Memorandum of Understanding and Maintenance Agreement (MOU) with NOC:**
 - Identifies project partnership role /responsibility and Project cost-sharing;
 - Includes collaboration with NOC for the required 10 years of maintenance of the project following completion of construction;
 - Draft review and revision completed by VLAWMO's attorney, draft provided to NOC project partners/landowner and discussed;
 - Included in the packet- signed by NOC.

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Background: Supporting Documents and Status- cont.

- **Current Conceptual Project Design:** HEI provided a revision and added an alternate design option following a meeting with permitting entities. Current draft design and supporting figures included in packet (Exhibit A in the MOU)
- **Temporary (construction) Easement and Temporary Extended (maintenance) Easement Agreement:** Exhibits are being prepared by HEI; text development is underway with VLAWMO's attorney; NOC and MLT in support; and MLT email of support included in packet

14

Current Conceptual Project Design A DRAFT



15

Current Conceptual Project Design B DRAFT



16

Questions?

17

Requested Action

Proposed Resolution 02-2026

Director _____ moves and Director _____ seconds to approve Resolution 02-2026 wherein the Board approves the grant contract with the MPCA for the Phase 2 project and authorizes the Board Chair to sign electronically, and the Board approves the MOU with NOC and authorizes the Board to sign and return the fully executed MOU to NOC

18

MEMORANDUM OF UNDERSTANDING
Wilkinson Lake Water Quality Improvements
Phase 2

This Memorandum of Understanding (“**Agreement**”) is made as of this ___ day of _____, 2026, by and between the Vadnais Lake Area Water Management Organization, a Minnesota joint powers watershed management organization (“**VLAWMO**”), and North Oaks Farms (“**NOF**”), Inc., doing business as North Oaks Company (NOC), LLC, a Minnesota limited liability company (“**NOC**”). VLAWMO and NOC/NOF may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The parties previously prepared a concept plan for a series of projects, referred to as a stormwater spine, with the goal of improving water quality in the nutrient-impaired Wilkinson Lake (collectively, the “**Wilkinson Project**”). The Wilkinson Project is anticipated to contain a total of four phases, and the construction of the phases will depend on grant funding and a range of other potential factors.
- B. The parties previously entered into a memorandum of understanding to undertake Phase 1 of the Wilkinson Project (“**Phase 1**”). Phase 1 was funded in part by the Minnesota Pollution Control Agency (“**MPCA**”) through the Section 319 Small Watersheds Focus grant funding program (“**Section 319 Program**”). The parties successfully completed Phase 1 and closed it out on October 22, 2025.
- C. The parties now desire to enter into this Agreement to construct and maintain Phase 2 of the Wilkinson Project, the concept plan for which is attached as Exhibit A and is further described in the work plan attached Exhibit B (“**Phase 2**”).
- D. VLAWMO sought and was awarded another grant from the MPCA under the Section 319 Program for Phase 2 (“**Phase 2 Grant**”), which is subject to the terms and conditions of a grant agreement that VLAWMO intends to enter into with the MPCA, the executed copy of which shall be considered incorporated into this agreement by reference (“**Grant Agreement**”).
- E. Phase 2 is conceptually designed to be implemented on and around Wilkinson Lake, on property that is located in the City of North Oaks and owned by NOC/NOF, including Ramsey County PIDs: 043022340001, 043022320002, 093022210159, 083022110024, 093022220001, 093022320001 (“**Property**”).
- F. The Property contains a culvert under the driveway from Centerville Road that serves properties including PID 093022220001 (“**Private Culvert**”).
- G. As part of planning for Phase 1, the parties worked with engineering consultants at Houston Engineering, Inc. and others to advance plans for Phase 2. That work produced concept-level designs, attached as Exhibit A, for use in establishing the boundaries of the needed easement areas and which advanced permitting discussions with federal, state, and local permitting authorities. The parties anticipate continuing to advance that design to produce construction-ready plans and

specifications. Depending upon results of discussions with permitting entities, designs may include one or more best management practices (BMPs) to the north or south of Wilkinson Lake, consistent with the Grant Agreement work plan, attached as Exhibit B.

- H. The parties understand the considerable long-term benefits the Wilkinson Project, including completed Phase 1, will produce for the community and its residents, and desire to work collaboratively throughout design and implementation so Phase 2, together with subsequent phases, can be delivered in an efficient, cost-effective manner that minimizes physical disturbance to the project area and maximizes value for the local community.
- I. In furtherance of those mutual goals, the parties desire to enter into this Agreement to provide for the construction of Phase 2 and to provide for its on-going maintenance in accordance with the terms and conditions as provided herein.

AGREEMENT

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

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. Phase 2 Scope; Estimated Costs. Phase 2 of the Wilkinson Project is more fully described in the work plan attached as Exhibit B. The estimated total cost of Phase 2 is \$516,986, which includes all components (i.e. design, construction and administrative costs and based on the concept design previously prepared by the parties) (“**Phase 2 Costs**”).
3. Phase 2 Grant Funding; Cost-Share. Of the total estimated Phase 2 Costs (\$516,986), the parties anticipate the Phase 2 Grant will pay approximately 60% (currently estimated at \$310,191). VLAWMO agrees to pay \$31,019 toward the Phase 2 Costs to satisfy the local in-kind match required under the Grant Agreement. The parties agree to share equally in the remaining Phase 2 Costs, which are currently estimated at \$175,776 (“**Remaining Costs**”), in accordance with the following understandings.
 - a. Updates to Phase 2 Costs. Both parties acknowledge that the anticipated cost-share obligations set out herein are based on preliminary plans, preliminary estimates, and levels of grant funding specified in the Grant Agreement to be entered into with MPCA for Phase 2. However, if following the subsequent Phase 2 design advancement and final estimates, the cost-sharing projections above change in a manner that would otherwise require additional monetary contributions from the parties, the parties agree to work together in good faith to determine an updated cost-sharing framework that will support completion of Phase 2. The following further details potential updates to the Phase 2 Costs.
 - i. Grant Funding. This Agreement is contingent on VLAWMO obtaining the Phase 2 Grant in an amount not less than indicated above. If the Grant Agreement is not executed, or the MPCA indicates it cannot provide the full amount of the anticipated Phase 2 Grant, this Agreement shall terminate unless the parties enter into an

amendment agreeing to proceed with Phase 2 despite the reduction in the Phase 2 Grant amount.

- ii. Engineer's Updated Estimate. The parties understand the engineer will update its estimate of the Phase 2 Costs once it completes the final design for Phase 2.
 - iii. Maintenance Costs. Costs to maintain the completed Phase 2 are in addition to the Phase 2 Costs identified above. The parties agree to share the maintenance costs as provided below.
 - b. Cost-Share Cap. Each party's total contribution toward its share of the Remaining Costs for construction of Phase 2 shall be capped at \$87,888, unless a party chooses to contribute funds in excess of the cap to construct Phase 2. The cap does not apply to the costs the parties pay toward the maintenance of Phase 2 as provided herein.
 - c. Additional Fundings Sources. Either party may identify and secure funding from other parties interested and willing to contribute to the cash-match portion of the grant. Any such financial contribution will not affect the 50-50 cost-share arrangement between VLAWMO and NOC/NOF, just proportionately reduce the total contribution required from each party.
 - d. Future Phases. The cost sharing arrangement set out in this Agreement only applies to Phase 2. Future phases of the Wilkinson Project, if any, will be determined on a case-by-case basis and separately negotiated in good faith by the parties as part of a separate agreement.
4. Phase 2 Maintenance. The Grant Agreement requires that the completed Phase 2 work be maintained for at least 10 years after construction. To help ensure compliance with the Grant Agreement and to support the on-going benefits of the project, the parties agree to share equally in the costs to maintain Phase 2 for a period of 10 years from the completion of the construction of Phase 2 in accordance with the following.
- a. Minor Maintenance Tasks.
 - i. Standard Maintenance Tasks. The standard minor maintenance tasks are anticipated to include mowing and invasive species control where needed, and adding native plants to supplement loss and maintain diversity. VLAWMO agrees to incorporate these minor maintenance tasks into the contract with its contractor who provides maintenance work on multiple projects in the watershed. The consultant will also annually evaluate the site to determine the need for any additional maintenance tasks. The costs of these minor maintenance tasks are anticipated to be \$2,000-\$5,000 annually.
 - ii. Additional Maintenance Tasks. The parties agree additional minor maintenance tasks will be done proactively as needed to help prevent larger repair/maintenance needs. As part of its annual evaluation, the consultant will evaluate the need for any additional minor maintenance tasks. These additional minor maintenance tasks may include, but are not limited to, repairing undercut areas, eroded sections, bare-soil areas, and possible gullies in banks where identified by the consultant. VLAWMO will share recommendations for additional maintenance with NOC/NOF, and the parties agree

VLAWMO may authorize the contractor to perform the additional minor maintenance activities as it determines are needed. The costs associated with these additional maintenance tasks are included among the costs to be shared equally by the parties.

- iii. Cost-Share. VLAWMO will pay the contractor for the minor maintenance costs and bill NOC/NOF for 50% of total annual cost. The parties anticipate the total annual costs for minor maintenance tasks will not exceed \$20,680 (\$10,340 each). The parties understand that this is likely a high estimate using the standard recommendation from the Minnesota Stormwater Manual based on the total project cost of \$516,986, of which an estimated 20% will likely be engineering, leaving a total of \$413,589 x 5% / 2. The more likely anticipated minor maintenance annual amount, as stated above, is expected to be between \$2,000 – \$5,000 per year. VLAWMO will invoice NOC/NOF for its share of the minor maintenance costs and NOC/NOF agrees to pay the invoice within 60 days of receipt.
 - b. Major Maintenance Tasks. The parties anticipate that the minor maintenance tasks described above will be sufficient to properly maintain Phase 2 during the 10-year maintenance period. However, in the unlikely event that a major maintenance task (e.g., pond dredging, conveyance blowouts, or infrastructure replacement in the event of failure) is needed, the parties agree to address it as follows.
 - i. Notification. VLAWMO will notify and consult with NOC/NOF regarding the recommended major maintenance task. The parties agree to evaluate the estimated cost of the major maintenance tasks and which party is in the best position to perform the work. Upon agreement of the parties, the party designated to perform the work will complete the necessary major maintenance activity.
 - ii. Cost-Share. The parties agree to share equally in the costs to perform the agreed upon major maintenance tasks. The party responsible for performing the work will invoice the other party for its half of the actual costs to perform the work. The party receiving the invoice shall pay the invoice within 60 days of receipt.
 - c. Private Culvert. NOC/NOF agrees it is solely responsible for the costs to maintain, repair, and replace the Private Culvert as may be needed. VLAWMO has no ownership interest in or responsibility toward the Private Culvert and is not responsible for any of the costs to maintain the Private Culvert.
5. Easements. NOC/NOF agrees to grant VLAWMO such easements as needed for VLAWMO, its employees, agents, consultants, and contractors to access the Property, construct Phase 2, and to perform the maintenance tasks identified in this Agreement. The easements shall be in a form acceptable to the parties, and VLAWMO shall record them against the Property.

6. VLAWMO Responsibilities. VLAWMO agrees to perform the following as it relates to Phase 2 of the Wilkinson Project:
 - a. Participate in the cost-sharing framework outlined above;
 - b. Promptly share designs and documents related to the Phase 2 designs and Section 319 Program as they are developed and upon changes and/or updates that may occur;
 - c. Execute the Grant Agreement, execute the work plan as detailed in Exhibit B, and prepare any other documents required by the MPCA to ensure that grant funding is properly secured and reporting is completed in a timely manner throughout the term of the Grant Agreement;
 - d. Serve as the fiscal agent for the Grant Agreement;
 - e. Enter into and administer a contract with a design engineering firm for the Phase 2 continued design, bidding, and construction inspection services. VLAWMO will consult/review with NOC/NOF prior to final selection of a design engineering firm and collaborate with NOC/NOF in finalizing plan designs;
 - f. Enter into and administer a contract with a construction firm(s) for the Phase 2 construction. VLAWMO will consult and review contractor quotes or bids with NOC/NOF prior to final selection of a construction firm(s) and collaborate with NOC/NOF in coordinating the construction process;
 - g. Invoice NOC/NOF in a timely manner for reimbursement of expended cash match for 50% of the paid amount, consistent with the agreed upon cost-share stated above;
 - h. If applicable, be responsible for submitting to the City Engineer design plans and specifications related to land disturbance and grading for the City's review and consideration;
 - i. In partnership with NOC/NOF and when deemed appropriate, consult with the City of North Oaks and inform them about project status, progress, and next steps;
 - j. Continue to participate in all project-related meetings and make its staff available to serve on the project team;
 - k. Reasonably seek and provide financial resources for the maintenance of Phase 2 as provided herein; and
 - l. Adhere to the provisions contained in this Agreement and negotiate in good faith on development of subsequent cooperative agreements with NOC/NOF regarding future phases of the Wilkinson Project.

7. NOC/NOF Responsibilities. NOC/NOF agrees to perform the following as it relates to Phase 2 of the Project:
- a. Participate in the cost-sharing framework outlined above, and pay invoices received from VLAWMO in a timely manner for reimbursement of expended cash match for 50% of the paid amount, consistent with the agreed upon cost-share stated above;
 - b. Review and provide any desired written input to VLAWMO in a timely manner as project designs are advanced throughout the design and construction process;
 - c. Provide VLAWMO with temporary and extended temporary easements as needed to access, construct, and maintain Phase 2.
 - d. Provide to VLAWMO any and all previous reports, surveys, data, and/or models for the project area, if and when requested by VLAWMO;
 - e. Continue to facilitate and secure easement access with the Minnesota Land Trust (MLT) to ensure feasibility of Phase 2;
 - f. In partnership with VLAWMO, when deemed appropriate, consult with the City of North Oaks and inform them about project status, progress, and next steps;
 - g. In partnership with VLAWMO, obtain permits from the City of North Oaks, consistent with development project requirements as previously established;
 - h. Ensure compliance with the preexisting PDA and applicable City ordinances required by the City of North Oaks;
 - i. Continue to participate in all Project meetings and make its staff available to serve on the project team;
 - j. Collaborate with VLAWMO regarding the shared maintenance responsibilities of Phase 2 for the timeframe required by any grant documents unless and until this responsibility is formally transferred to a separate entity (i.e. a homeowners' association or other future property owner). Specific maintenance activities are project-dependent, and the specific responsibilities for maintaining Phase 2 are as set out herein;
 - k. Provide for the maintenance, repair, and replacement of the Private Culvert as may be needed; and
 - l. Adhere to the provisions contained in this Agreement and negotiate in good faith on development of subsequent cooperative agreement(s) with NOC/NOF regarding Phase 2 as needed.
8. Dissolution of NOC/NOF. NOC/NOF anticipates dissolving at some point in the future and that point may occur during the term of this Agreement. Prior to dissolving, NOC/NOF agrees to obtain VLAWMO's consent to assign its obligations under this Agreement. The entity to which

this Agreement is assigned must agree to assume and carry out all of NOC/NOF's obligations under this Agreement.

9. Subsequent Agreement(s). The parties agree that following additional design work of Phase 2 by VLAWMO, a separate cooperative agreement or agreements may be necessary to address final project design, costs, the parties' final cost-share obligation, and any additional project-specific, long-term rights and maintenance responsibilities between the parties. The parties will negotiate said agreement(s) in good faith and will seek to finalize such agreement(s) prior to any final contract award for Phase 2 construction and pursuant to any and all requirements of the Section 319 Program or otherwise.
10. Right of Entry. NOC/NOF, as the property owner, grants to VLAWMO, its engineers, and its agents an irrevocable license to enter the Property at all reasonable times to conduct such inspections as VLAWMO determines are needed to ensure that all Phase 2 components contemplated or otherwise required under this Agreement are duly satisfied.
11. Indemnification. The parties are each responsible for their own acts under this Agreement and neither party agrees to accept liability on behalf of the other party. NOC/NOF agrees to indemnify, defend, and hold VLAWMO and its officials, employees, and agents harmless for all costs, damages, or expenses which VLAWMO may pay or incur, including attorneys' fees, in consequence of any claims arising out of or related the acts or omissions of NOC/NOF in performing its obligations under this Agreement. This duty to indemnify does not extend to any claims arising from VLAWMO's own negligence.

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

12. Term and Termination. This Agreement shall be in effect as of the date first written above and shall terminate at the conclusion of the 10-year maintenance period for Phase 2 and final payment of the cost-share for the performed maintenance tasks. The parties may also mutually agree to terminate this Agreement earlier in writing to take effect upon the date indicated in the writing.
13. Future Project Phases. The parties desire for this Agreement and the framework established for Phase 2 contained herein to serve as a roadmap to be followed for future Project phases and collaboration with respect to said phases. To that end, it is expressly acknowledged and understood that the parties will seek to cooperate in good faith beyond the termination of this Agreement, and will together negotiate future agreements, as may be necessary, so that future phases of the Project can be carried out in a manner consistent with the anticipated implementation of Phase 2 outlined herein and successfully completed Phase 1.

14. Miscellaneous.

- a. Liaison; Notice. The parties designate the following authorized representatives to serve as the liaison to the other party for purposes of coordination of all work involved in or related to the Project as provided in this Agreement. Any written communications required under this Agreement will be addressed to the other party as follows, except that any party may change its address for notice by so notifying the other party in writing:

To VLAWMO: Vadnais Lake Area Water Management Organization
 Attention: Dawn Tanner
 Program Development Coordinator
 800 E County Road E, Vadnais Heights, MN 55127

To NOC/NOF: North Oaks Company, LLC
 Attention: Donald Periera
 5959 Centerville Rd. #200
 North Oaks, MN 55127

- b. Complete Agreement. This Agreement contains the complete agreement between the parties and supersedes any previous oral agreements, representations and negotiations between the parties regarding the subject matters of this Agreement. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument. No party shall assign an interest in this Agreement, nor shall transfer any interest in the same, without the other party's written consent. No modifications or amendments may be made to this Agreement unless in writing and signed by both parties hereto.
- c. Compliance. The parties shall abide by all applicable laws, statutes, ordinances, rules, and regulations in performing this Agreement.
- d. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- e. Waiver. Any waiver by any of the parties of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- f. No Third-Party Rights. This Agreement is solely for the benefit of the signatories hereto. This Agreement shall not create or establish any rights in, or be construed as being for the benefit of, any third party.
- g. Applicable Law. The execution, interpretation, and performance of this Agreement will, in all respects, be controlled and governed by the laws of Minnesota. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

- h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- i. Authority to Execute. The person or persons executing this Agreement on behalf of the parties represent that he, she, or they are duly authorized to execute this Agreement on behalf of their respective entities and represent and warrant that this Agreement is a legal, valid, and binding obligation enforceable according to its terms.

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

VLAWMO:

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

NOC/NOF:

By:  _____

Its: PRESIDENT _____

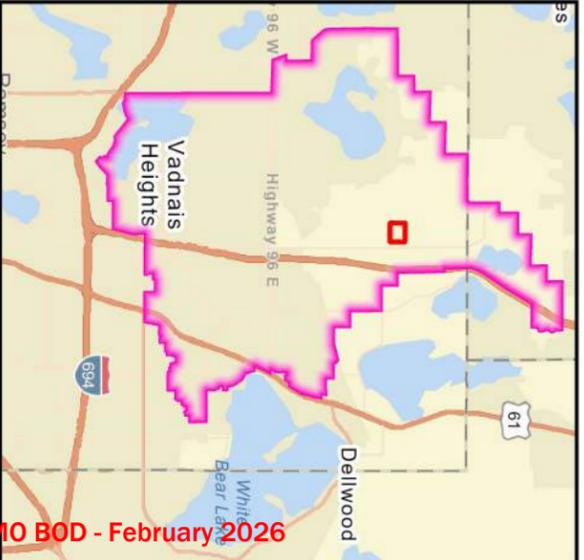
Date: 2/13/26 _____

EXHIBIT A
Concept Design

[Inserted, beginning on following page]

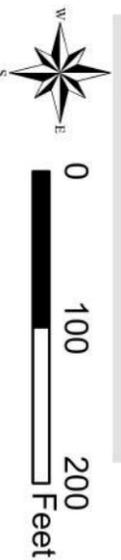


Wilkinson Lake BMP
 Access Road Plunge
 Pool Plan A Layout



VLAWMO BOD - February 2026

- Potential Construction Easement
- Spoil Pile Option (Partial)
- Parcels
- Delineated Wetland Boundary
- Ditch Channel
- Grassed Vegetated Swale
- Trail (Mowed Grass)
- Berm / Training Dike
- Wet Vegetation
- Plunge Pools
- Stabilization and Enhancement

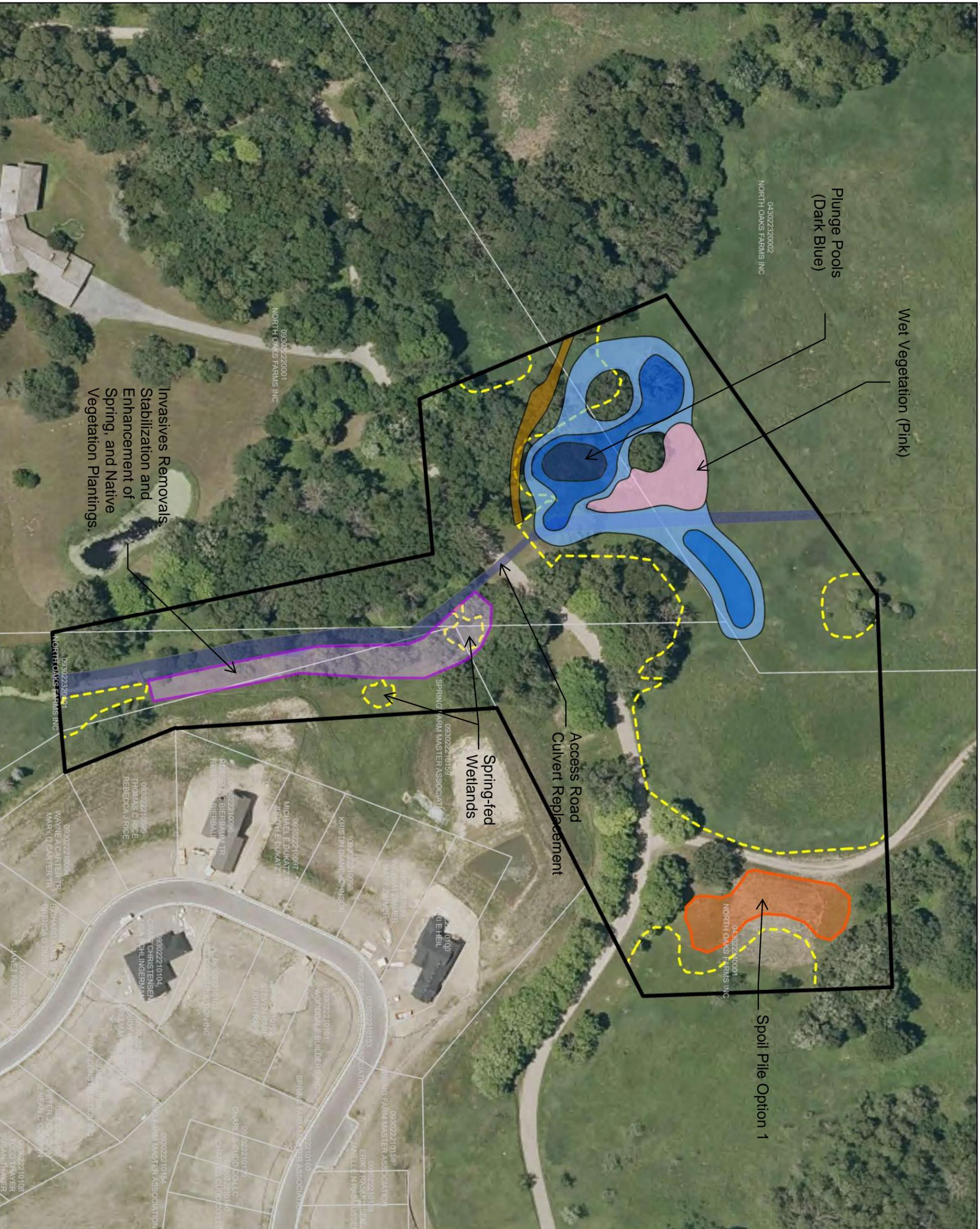
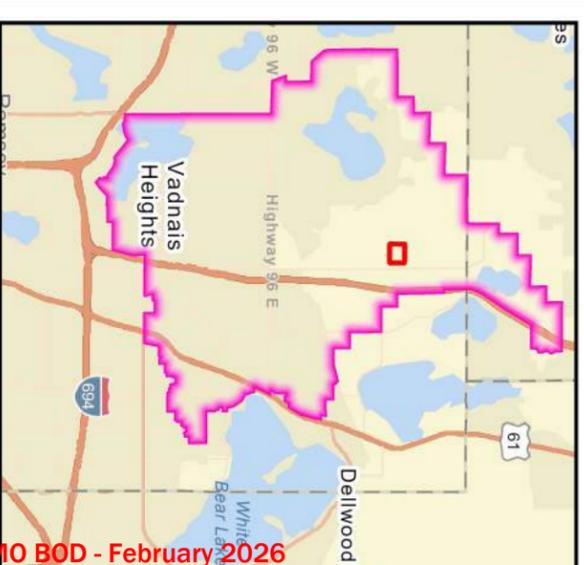


Project Area - Plan A

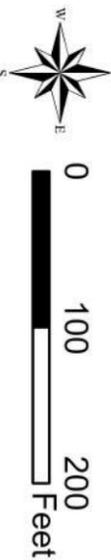
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FEI HOUSTON
 engineering, inc.

Wilkinson Lake BMP
 Access Road Plunge
 Pool Plan B Layout



- Potential Construction Easement
- Spoil Pile Option (Partial)
- Parcels
- Delineated Wetland Boundary
- Ditch Channel
- Trail (Mowed Grass)
- Wet Vegetation
- Plunge Pools
- Stabilization and Enhancement

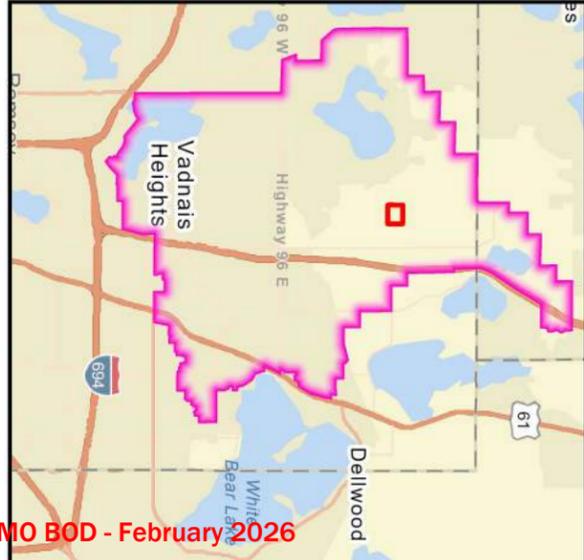


Project Area - Plan B

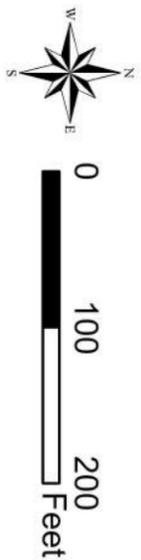
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**Wilkinson Lake BMP
Access Road Plunge
Pool Concept Layout**



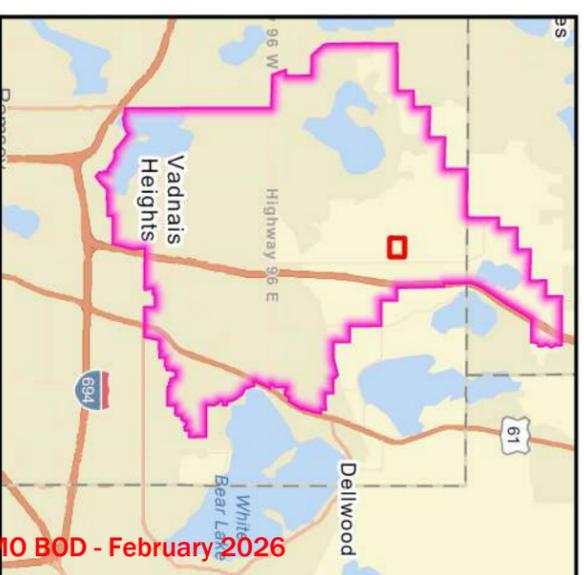
- Potential Construction Easement
- Spoil Pile Option (Partial)
- Parcels



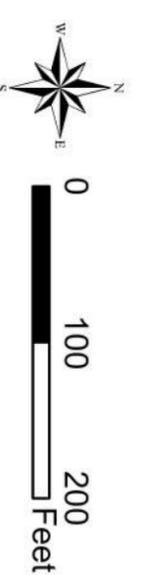
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				Sheet: 3 of 5



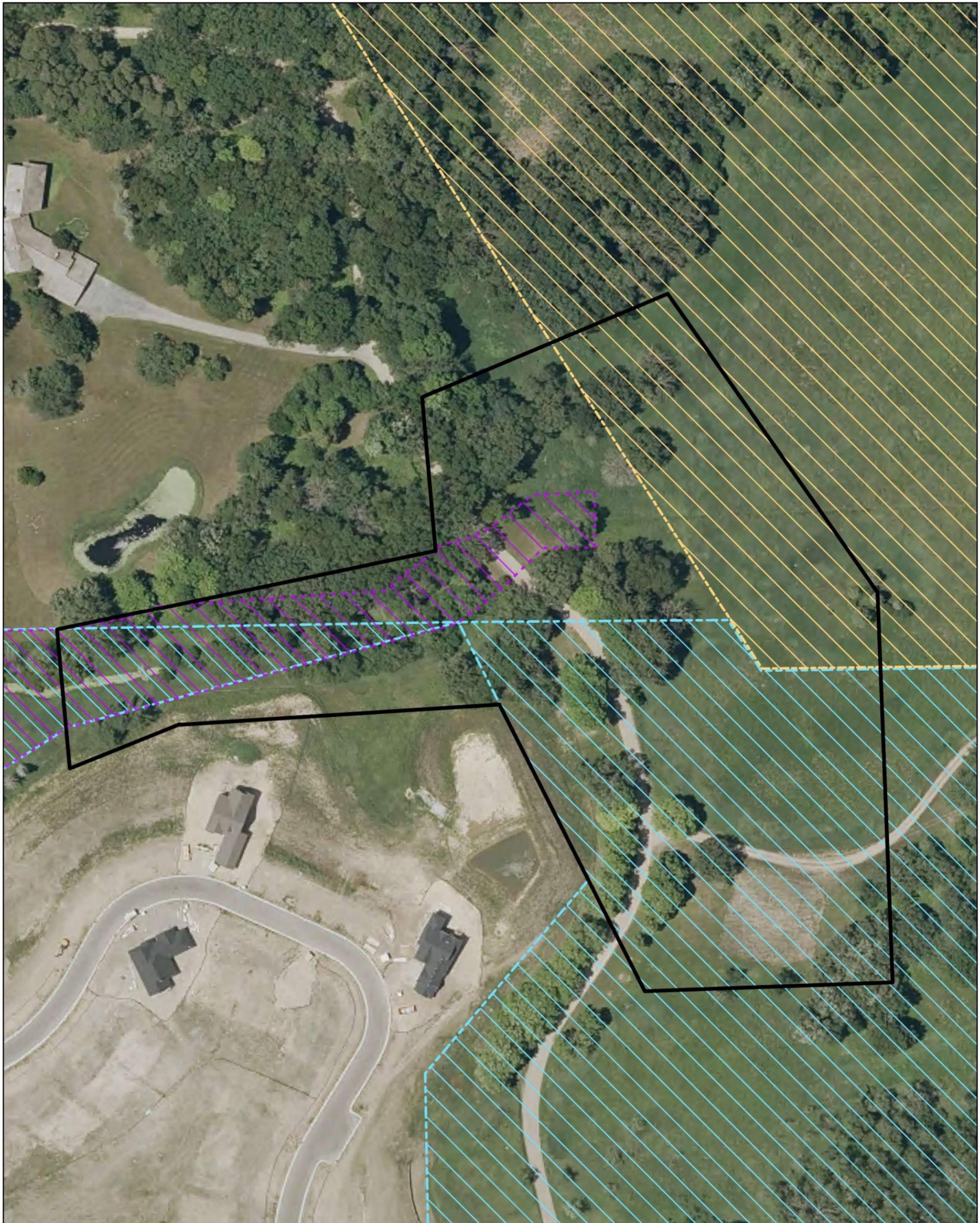
Wilkinson Lake BMP
 Access Road Plunge
 Pool Concept Layout

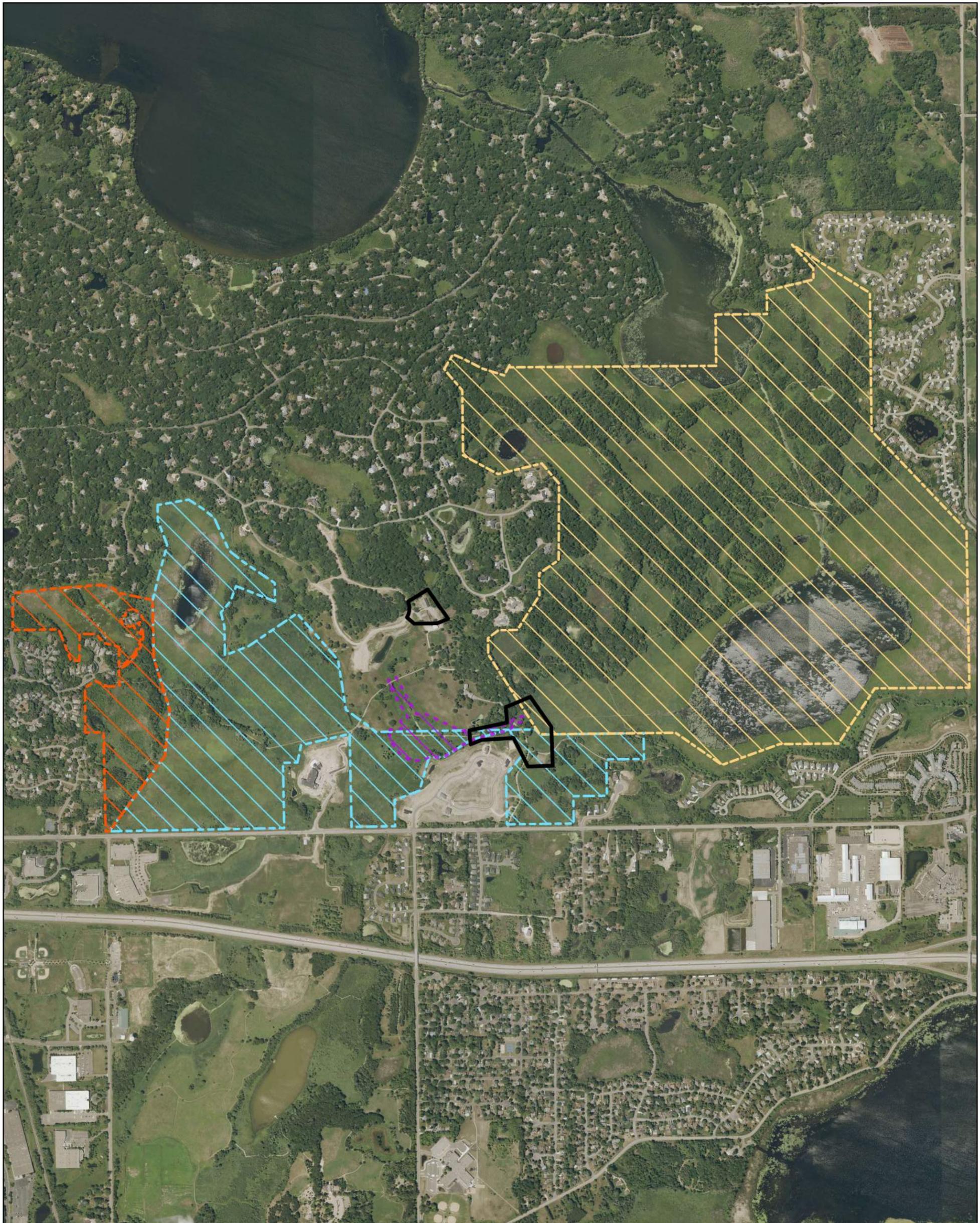


- Potential Construction Easement
- North Oaks - Agricultural Area
- North Oaks - The Pines
- North Oaks - Conservation Area
- Extended Temporary Easement

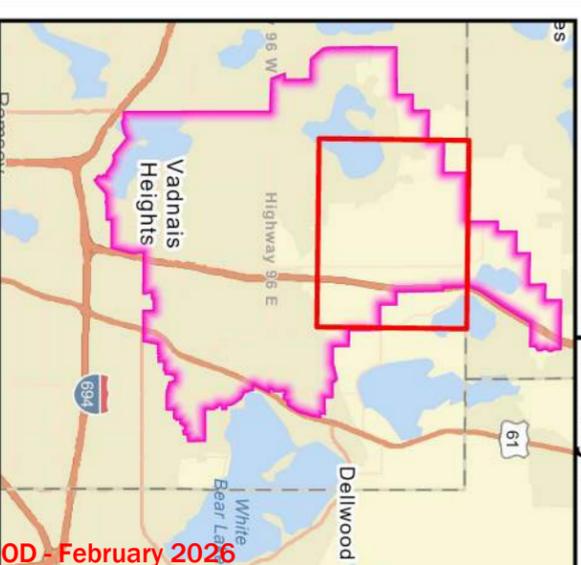


Project Area			
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			Date: 2/10/2026
			Sheet: 4 of 5





**Wilkinson Lake BMP
 Access Road Plunge
 Pool Concept Layout**



VLA WMO BOD - February 2026

- Potential Construction Easements
- North Oaks - Agricultural Area
- North Oaks - The Pines
- North Oaks - Conservation Area
- Extended Temporary Easement



Easements

Scale: AS SHOWN	Drawn by: HMP	Checked by: ANN	Project No.: 7057-0029	Date: 2/10/2026	Sheet: 5 of 5
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EXHIBIT B

Grant Agreement Work Plan for Phase 2

[Inserted, beginning on following page]

SWIFT Contract Number: 279499

AI: 187645

Activity ID: PRO20250002

Project Title: Wilkinson, Tamarack, and Birch Lakes: Wilkinson Lake Stormwater Spine Phase II**1. Project summary:****Organization:** Vadnais Lake Area Water Management Organization (VLAWMO)**Contractor Contact Name:** Dawn Tanner**Title:** Program Development Coordinator**Address:** 800 East County Road E
Vadnais Heights, MN 55127**Phone:** 651-204-6074**Email:** dawn.tanner@vlawmo.org**Minnesota Pollution Control Agency (MPCA) Contact:****MPCA Project Manager:** Kate MacDonald**Title:** Environmental Specialist**Address:** 520 Lafayette Road North
St. Paul, MN 55155**Phone:** 651-757-2453**Email:** Kate.MacDonald@state.mn.us**Brief Project Summary**

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

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

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

The potential location(s) for the second phase of the Wilkinson Lake Stormwater Spine were selected as regionally important to strategically treat water prior to entering Wilkinson Lake; Wilkinson Lake receives water

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

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

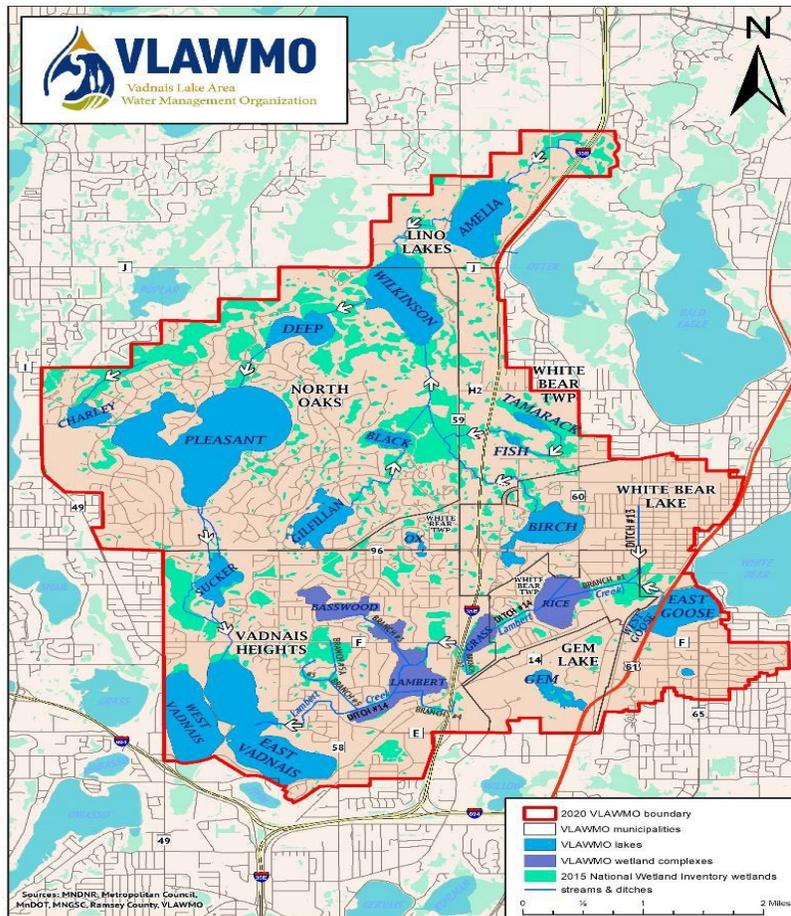
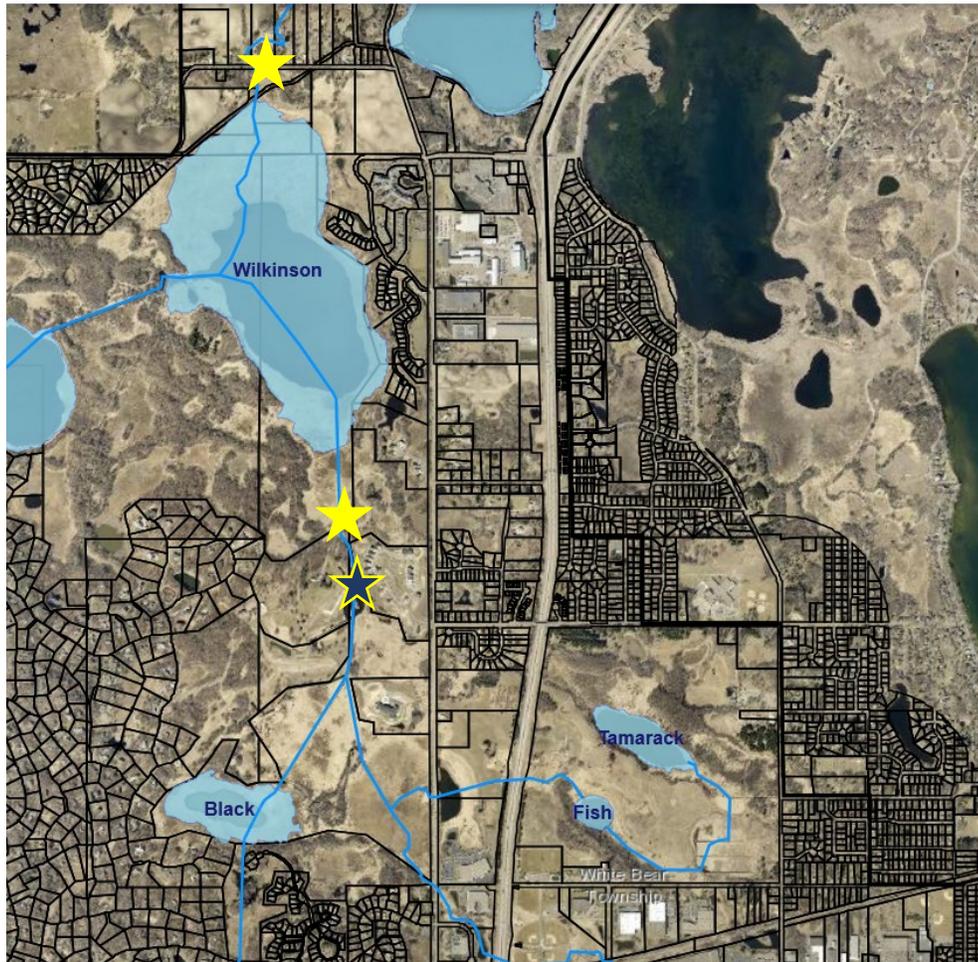


Figure Two (2): Locations and context of the first-phase project (completed, dark blue star) and second-phase (potential) approximate project site(s) (yellow stars). Additional sites for raingardens may be identified using resources provided in the approved NKE document.



2. Workplan Detail

Objective 1: Engineering to complete design and permitting

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

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

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

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

Task B: Plan/Spec development

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

Subtask 2: Conduct project communications and public engagement

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

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

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

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

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

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

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

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

Subtask 1: Site prep

Subtask 2: Construction initiated through completion

Subtask 3: Site stabilization

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

Task B: Engineering oversight and inspection

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

Subtask 2: Final As-Built provided

Deliverables: As-Built for constructed BMP(s)

Objective 3: Monitoring for the effectiveness of BMP and maintenance

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

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

Deliverables: Technical memo summarizing post monitoring data and analysis

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

Task A: Administration and Reporting:

Subtask 1: Facilitate project management and partner interactions

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

Subtask 3: Complete e-LINK reporting requirements

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

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

Subtask 6: Authorize payment of bills for grant expenses

Subtask 7: Obtain matching funds documentation

Subtask 8: Prepare and submit semi-annual. The terms of which are: Submit to the MPCA for review and approval semi-annual reports in a format prescribed by the State. Semi-Annual Reports shall be due to the State each February 1 and August 1 during the life of the Grant Contract Agreement.

The January 1 - June 30 reporting period will be addressed in the August 1 report; the July 1 - December 31 reporting period will be addressed in the February 1 report

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

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

3. Measurable Outcomes

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

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

4. Project Budget

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

Staff rates shall not exceed the following hourly rates:

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

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

Attachment 3

From: [Andrew Moe](#)
To: [Dawn Tanner](#)
Cc: [Don Pereira](#); [Phil Belfiori](#); [Lauren Grouws](#); [Mark Houge](#); [Adam Nies](#); [Chris Otterness](#)
Subject: Re: Figures from today's discussion and previous MLT letter of support
Date: Tuesday, February 10, 2026 8:33:33 AM
Attachments: [image001.png](#)

Hi Dawn,

Thanks for coordinating a time to meet and sharing the preliminary project design concepts for further improvements to water quality in Wilkinson Lake and the watershed more broadly. As I noted on our call, I don't foresee the Land Trust having objections to either of the project designs as presented - both are consistent with the Conservation Easements' (Conservation Area & Ag Area) terms allowing for habitat improvement and waterbody alteration for purposes consistent with the terms and intent of the Easements.

If it is helpful to enter on the record for VLAWMOs upcoming board meeting, this electronic communication can serve as provisional approval of the Phase 2 plans presented last week and attached to your 2/6 e-mail. Final approval will be reserved until a the project design and easement(s) are finalized and reviewed by the Land Trust.

Let me know if there is anything else you need from us at this time.

Best,
Andrew

From: Dawn Tanner <dawn.tanner@vlawmo.org>
Sent: Friday, February 6, 2026 12:25 PM
To: Andrew Moe <amoe@mnland.org>
Cc: Don Pereira <don@northoaks.com>; Phil Belfiori <phil.belfiori@vlawmo.org>; Lauren Grouws <lauren@northoaks.com>; Mark Houge <mark@northoaks.com>; Adam Nies <anies@houstoneng.com>; Chris Otterness <cotterness@houstoneng.com>
Subject: Figures from today's discussion and previous MLT letter of support

Hi, Andrew.

Thank you for taking the time to meet with us today. It was great to get to share the preliminary project designs and discuss. We look forward to continuing to develop the project together.

Attached is the figure document that Adam presented today. I added "draft" to these pages. Please treat this document as preliminary draft designs. Also attached is the letter of support from MLT for the Phase 1 project for reference.

Please let me know if there is anything else that I can provide.

Thanks again!

Dawn

Dawn Tanner, PhD

Program Development Coordinator

Vadnais Lake Area Water Management Organization ([VLAWMO](#))

dawn.tanner@vlawmo.org | 651-204-6074 | Pronouns: she/her





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

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

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

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

Recitals

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

Grant Contract Agreement

1. Term of Grant Contract Agreement

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

2. Grantees Duties

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

3. Time

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

4. Consideration and Terms of Payment

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

- 4.1 **Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed **\$310,191.44 (Three Hundred Ten Thousand One Hundred Ninety One Dollars and Forty Four Cents)** which shall be paid in accordance with the terms outlined in **Attachment A**, which is attached and incorporated into this Grant Contract Agreement. Grantee certifies they will provide no less than 40% (forty percent) of the total project cash as cash match or in-kind services, using non-federal funds and/or resources.
- 4.2 **Administrative Costs.** Grantee administrative costs must be necessary and reasonable.
- 4.3 **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed amount specified in **Attachment A**. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

4.4 Invoices.

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

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

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

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

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

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

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

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

5. Conditions of Payment

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

6. Contracting and Bidding Requirements

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

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

7. Authorized Representative

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

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

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

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

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

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

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

9. Subcontracting and Subcontract Payment

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

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

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

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

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

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

10. Liability

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

11. State Audits

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

12. Government Data Practices and Intellectual Property Rights

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

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

12.2 Intellectual property rights

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

B. Obligations.

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

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

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

13. Workers' Compensation

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

14. Governing Law, Jurisdiction, and Venue

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

15. Termination

15.1 Termination by the State.

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

15.2 Termination by The Commissioner of Administration.

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

15.3 Termination for insufficient funding.

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

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

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

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

16. Publicity and Endorsement

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

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

17. Data Disclosure

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

18. Reporting Requirements

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

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

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

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

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

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

19. Quality Assurance

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

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

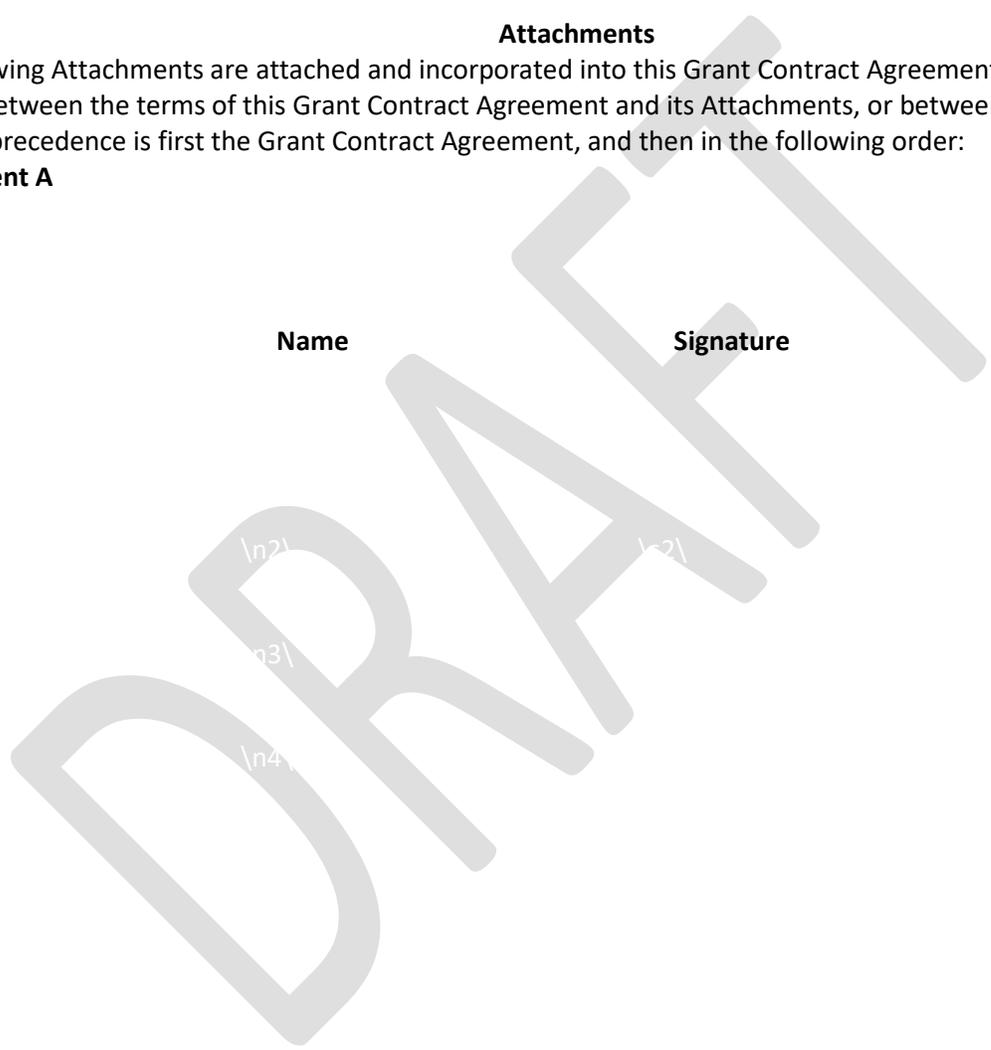
Attachments

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

Attachment A

Signatures

Title	Name	Signature	Date
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**RESOLUTION NO. 02-2026
Of the Vadnais Lake Area Water Management Organization (VLAWMO)**

**A RESOLUTION APPROVING THE FOLLOWING FOR THE WILKINSON LAKE,
PHASE 2 PROJECT (Project): 319 GRANT AGREEMENT AND MEMORANDUM OF
UNDERSTANDING (MOU) WITH NORTH OAKS COMPANY**

Resolution 02-2026 was moved by Director _____ and second by Director _____.

WHEREAS, in 2013, VLAWMO led coordination of the MS4 entities in development of the Vadnais Lake Area WMO Total Maximum Daily Load (TMDL) and Protection Study, and 2014 Implementation Plan that included Wilkinson Lake;

WHEREAS, regional multipurpose projects are necessary to meet water-quality goals and improve Wilkinson Lake;

WHEREAS, Wilkinson Lake BMPs are identified within the implementation section of the of the approved VLAWMO Watershed Management Plan (2017-2026) and next-generation Plan (2027-2036), funding has been planned for these years, and load reductions in Wilkinson Lake remain a high priority;

WHEREAS, priority locations for the Project have been identified in feasibility studies, design of the project has been in process and led to advanced concept design to date, and the project design is strategically located to treat the maximum area of upstream watershed before discharge into Wilkinson Lake, including receiving stormwater from five of the seven TMDL identified responsible parties for MS4 reductions (White Bear Township, City of White Bear Lake, North Oaks, Ramsey County, and MnDOT);

WHEREAS, the VLAWMO Board of Directors (“Board”) participated in the MPCA selection process for the 319/small, priority watershed grant program (2019), authorized approval of VLAWMO’s selection as a small, priority watershed for 319 grant funding (2020/2021), and the Phase 1 Deep-Water Wetland project was successfully completed and closed out with MPCA in 2025;

WHEREAS, the Phase 1 project included a Memorandum of Understanding (MOU) and Maintenance Agreement with North Oaks Company/North Oaks Farms (NOC/NOF) for the completed project, and those agreements were used as a template to develop the Phase 2 Project MOU with support from VLAWMO’s legal counsel;

WHEREAS, NOC has approved and signed the MOU for the Project, which also includes provisions for the required 10 years of maintenance of the project following completion of construction;

WHEREAS, in 2025, the Board authorized the Project Workplan and Budget for the current grant round of funding, understanding that the total Project budget is \$516,986 (\$310,191 in grant funds, \$31,019 in-kind VLAWMO match, and \$175,776 in cash match which will be shared equally between VLAWMO and NOC);

WHEREAS, the Minnesota Land Trust, a conservation easement holder in portions of the Project area, met with the project team, stated verbal support for the project and willingness to approve the necessary project easement, and provided an email of support for the packet stating support;

WHEREAS, the MPCA project grant agreement, which contractually binds VLAWMO to implementation of the Project utilizing funding from 60% grant funds and 40% local cash match, has been prepared, was approved by MPCA/EPA, and is included in the February 2026 Board packet;

WHEREAS, in January 2026, the TEC provided a recommendation to the VLAWMO Board to approve the grant contract with MPCA; and

WHEREAS, the Board desires to move forward with the Project and to approve the MOU.

NOW, THEREFORE, BE IT RESOLVED, by the Vadnais Lake Area Watershed Management Organization Board of Directors as follows:

1. The Board approves the grant contract with the MPCA for the Project and authorizes the Board Chair to sign electronically.
2. The Board approves the MOU with NOC and authorizes the Board to sign and return the fully executed MOU to NOC.

Adopted this 25th day of February 2026 on a vote of ___ yeas and ___ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
Andrea West	—	—	—
Ed Prudhon	—	—	—
Rob Rafferty	—	—	—
Sarah Shah	—	—	—
Katherine Doll Kanne	—	—	—
Jim Lindner	—	—	—

BY THE VLAWMO BOARD

Chairperson

Attest: _____
Administrator

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To: VLAWMO Board of Directors

From: Phil Belfiori, and Brian Corcoran

Date: February 18, 2025

Re: **VI.B. 3.:** Consider Motion Related to VLAWMO staff as “Informal Technical Advisors” on the Pleasant Lake Taskforce

Introduction

Staff request Board discussion and direction on if Staff should serve as “informal technical advisors” on the Pleasant Lake Taskforce until if/when the interagency partnership MOU is finalized or ready to be approved by all parties.

Background

- Earlier in 2025, the City of North Oaks, the North Oaks Homeowners Assoc. (NOHOA) and the North Oaks Company (NOC) agreed to form a “Pleasant Lake Beach Taskforce” (Taskforce) due to beach closures that occurred in 2025 and the related issues related to high Bacteria (etc) issues in the Beach area;
- In August 2025, the City of North Oaks and NOHOA approved a partnership resolution committing to assist in the betterment of Pleasant Lake Beach- Council member /Director Sara Shah was assigned to lead the Taskforce;
- The initial Taskforce meeting was held on September 25 and included members from City, NOHOA and NOC (VLAWMO not a member but did attend meeting);
- In October the Taskforce members agreed to authorize funding to pursue hiring Barr Engineering to complete “phase 1” work to anticipated to be completed around April 2026 which includes: 1) data collection and review, 2) issues and goal identification and 3) development of monitoring plan;
- In November, Taskforce agreed to pursue additional Taskforce membership from both St. Paul Regional Water Services (SPRWS) and VLAWMO and pursue development of an interagency partnership Memorandum of Understanding (MOU) between the five agencies (City, NOHOA, NOC, SPRWS and VLAWMO) to define the roles and responsibilities in the future proposed development of a Pleasant Lake Management Plan (Plan). The Taskforce also acknowledged that if a Plan is to focus on any issues outside of the Beach and related public health and recreational topics, that all five of the above-mentioned agencies must become formal members of the taskforce and have a formal role in Plan development;
- After discussion with Director Shah and City staff staff, it was agreed to bring this item to the Nov. 2025 VLAWMO Subcommittee meeting for discussion. Background was presented to the Subcommittee members and after further discussion the Subcommittee identified questions related to VLAWMO’s role in the Taskforce if the primary mission of the process was focused on recreation-based issues on a private beach /park area.

Discussion on possible future VLAWMO role on the Pleasant Lake Taskforce and Plan development

To date, VLAWMO staff (Brian and Phil) have been attending the Taskforce meetings only as “technical advisory”. As advisors, staff have been careful to identify that they are not formally part of the Taskforce and that the VLAWMO Board has yet to discuss or consider a formal partnership. Staff has been actively working to understand /confirm some key questions with the Taskforce membership on their plans /vision for VLAWMO’s future role on the Taskforce and/or in Plan development. Questions include:

1. What will be the priority focus areas of the proposed Plan and therefore does the development of the Plan require formal participation by VLAWMO and SPRWS? i.e.- will plan focus more on the “beach” vs. a comprehensive lake management plan?
2. Per answer of #1, if formal participation by VLAWMO and SPRWS is requested or necessary, then what are the necessary provisions in somekind of interagency MOU related to partnership in Plan development? Some (not all) of the questions related to a MOU are:
 - How are decisions made on Taskforce (voting/consensus?),
 - Who is the lead contact oversight / hiring /fiscal agent with Barr (City? NOHOA?)
 - How are private vs public implementation projects addressed in the Plan and who is included for implementation?
 - How are partnership costs set and reimbursement logistics?
 - Will this Plan need to be approved by all Taskforce members boards before becoming public?

Any MOU (if ready /recommended) would only be related to partnership for Plan development work as defined in a Barr Eng. Scope or work. The MOU will not bind parties to future partnership or subsequent lake management planning or implementation work. The taskforce will further define their roles through a subsequent MOU agreement if/ when there is interest in any elements of Plan implementation.

Recommended Next Steps

It is not clear at this time when decisions on any proposed interagency partnership MOU for Plan development will be made. Given this status, VLAWMO staff would recommend an “interim” Board discussion/action occur at the Feb 25th VLAWMO meeting related to VLAWMO staff’s role as “informal technical advisors” on the Taskforce until if /when the MOU for Plan development is ready for consideration for approval by all partners. As “informal technical advisors”, VLAWMO’s role would be limited to only as requested by the Taskforce when specific, expert technical input is needed. VLAWMO would not formally recommend language or comment on draft documents and no mention of VLAWMO should occur on Plan recommendations or implementation actions until an MOU is signed by all parties. Overall in this interim role VLAWMO would have no commitment or liability on any Taskforce decisions, reports or Plans.

Requested Board discussion /action

Staff request that the VLAWMO Board discuss and provide staff direction on an “interim” VLAWMO staff’s role as “informal technical advisors” on the Taskforce until if /when the MOU for Plan development is ready for consideration for approval by all partners.

Possible Board motion (pending discussion) -

_____ moves _____ seconds to authorize staff serve as “informal technical advisors”, as described above, on the Pleasant Lake Taskforce until if/when the interagency partnership MOU is finalized or ready to be approved by all parties.