

BOARD OF DIRECTORS MEETING AGENDA

7:00 PM August 28, 2019

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

- I. **Call to Order**, Chair, Jim Lindner
- II. **Approval of Agenda**
- III. **Visitors and Presentations**
 - A. TEC Report and Financial – Aug. – Paul Duxbury/Stephanie
- IV. **Consent Agenda**
 - A. Approval of Minutes 🐦
- V. **Business**
 - A. Administration
 1. Approval of storm sewer utility rates for 2020 – Stephanie 🐦
 2. Joint Powers Agreement – Second amendment – Ability to secure debt – Dawn 🐦
 3. MPCA/Minnesota CWP Loan Agreement – Authorization to sign – Dawn 🐦
 - B. Goose Lake
 1. Request to conduct follow-up fish survey – Brian 🐦
 2. Formal recommendation to City of White Bear Lake – Dawn/Stephanie 🐦
 - C. Wetlands
 1. Vadnais-Sucker Park RFP – Brian & Tyler
 2. Wetland monitoring (cameras and amphibians) – Dawn
 3. MN DNR rare species license and requirements – Dawn
 4. AIS Track & manage -Yellow iris removal permit authorization – Dawn 🐦
 5. Flowering rush continued monitoring/no permit at this time – Dawn
 6. Otter live trapping and telemetry as indicators of critical wetland habitat – Dawn 🐦
 - D. Birch Lake Contractor for 4th & Otter project bid consideration – Tyler 🐦
 - E. Education – Nick
 1. Road Salt Symposium sponsorship 🐦
 2. Community Blue: Creative Landscaping update
 3. Water Matters: October
 - F. Cost Share Program
 1. Landscape Level 2 – Matuzak on Koehler, VH – Tyler 🐦
 2. Boat Works shoreline restoration, West Goose - Stephanie
- VI. **Operations and Administration - Reports**
 - A. Project updates
 1. Great River Greening proposal progress with LCCMR – Dawn
 2. North Oaks chain of lakes carp survey and presentation in NO – Dawn
- VII. **Discussion**
- VIII. **Administration Communication** – W Vadnais/Grass Lake EAW; MAWD – Gov. 101, Resols, awards
- XI. **Adjourn**

Next regular meeting: October 23rd **6:15 PM WATER MATTERS** Presentation: Brooke Asleson, MPCA

TEC Report to the Board
August 2019

Programs & Projects	Effort Level	Completion Date	Comments
	LOW		
	MED		
	HIGH		
Projects			
Oak Knoll Pond		2019	Staff is awaiting more direction on monitoring plans and application from Barr. The permit has been secured and the dosing calibrated. The next step is to finalize the delivery method.
Goose Lk subshed project		2017-2020	Barr is currently performing H&H modeling on the subwatershed. Staff will collect missing bathymetry data for stormwater basins and forward to Barr for P8 modeling.
Lambert Creek - Ditch 14, branches		2019	Staff working with S.E.H. on Lambert Lake project costs. Replacement of the sheet pile in the pond and design of the meander and treatment cells are the focus.
Birch Lake		2017-20	The O&M plan and supporting documents are nearing completion. An updated plan set was released on 7/26. RFP update at TEC.
Vadnais Sucker Park		2018-20	Grant through Great River Greening for AIS removal and habitat restoration in select areas of Vadnais Sucker park is moving forward to LCCMR.
Whitaker Wetlands		2019	Monitoring & pathogen sampling continues
Programs			
Outreach		June-Sept	VH Ice cream Social (6/19), Birch Lake wetland walk (7/13), WBL MarketFest (7/25), Whitaker Treatment Wetlands tour (8/1), Macroinvertebrate events at Sucker Channel, WBT MS4 pet waste mail-out, Vadnais Heights Native Planting Community Blue complete. VLAWMO featured in article in White Bear Lake Magazine for Fall, 2019
Education		July-Sept	Upcoming: Submerged aquatic plant demo (8/6), Neighborhood garden and plant tour (8/24), Raingardens 101 (9/5), Turf Talk: Fescues (9/25). Central Middle School teacher programming. Water Matters talk: October Board meeting 6:15 pm
Website		July-Dec	Goose Lake alum treatment and science review created to summarize Goose Lake issues and scientific consensus. BOD meeting recorded and posted, accessible on Waterbodies>East Goose or on homepage blog. Updated page under 'residents' > 'water stewardship at home' to include drop-down windows, enhanced information, and more photos. New neighborhood spotlight articles from cost-share projects.
WAV		June-July	AIS volunteer training (7/16), Master Waster Stewards continuing "Creative Landscaping" Grant. Volunteers active in VH ice cream social and macroinvertebrate workshops. Christ the Servant volunteer roles in raingarden maintenance and Heritage Days outreach. Continuing efforts to train volunteers to conduct independent events.
Cost Share		ongoing	A LL2 grant application has been received for Board discussion and determination of approval at the August meeting. Several 2019 LL1 grants are being closed out
GIS		ongoing	New GIS site is live and old site replaced. SSU parcels submitted.
Monitoring		ongoing	Season continues
WCA		ongoing	Season continues, reviews in progress

TEC Report to the Board
August 2019

Admin & Operation			
SLMPs		2019	Surveys by RSWCD are in process W. Vadnais, Birch and Goose Lakes. Reports on W. Vadnais & Goose received.
Budget		June 2019	The 2020 budget was approved at the June Board. The 7% increase should address the anticipated Lambert Lk bond among other expenses. It will be used to set the 2020 SSU rate.
Administration		Sept. 2018	The first JPA Amendment allowing us to purchase insurance through the League of MN Cities has been ratified and the policy requested. The 2nd JPA Amendment allowing the revenue bond is in process.
SSU		ongoing	2020 budget will define the SSU rates to be approved at the August Board meeting.
Water Plan		ongoing	The Water Plan Amendment was adopted by the Board. The last two Local Water Plans from North Oaks and White Bear Lake are

FINANCIAL SUMMARY as of 8/1/2019			CD's		4M Term Series	
				Maturity	Rate	
4M Account (1.10)	4M Plus (1.23)	Total		Term series		
\$489,429	\$308,588	\$798,017				

Budget Summary	Actual Expense YTD	2019 Budget amended	Remaining in Budget	% YTD
Operations	\$313,764	\$566,570	\$312,206	55%
CIP	\$64,066	\$259,200	\$506,325	25%
Total	\$377,830	\$825,770	\$818,531	46%

July-19		Actual 7/5/19	Actual to Date	2019 Budget	2018 carry over/Grants	Remaining in Budget	2019 Available	Act vs. Budget
BUDGET #	INCOME							
5.11	Storm Water Utility	\$0	\$442,299	\$836,150	\$0	\$393,851	\$836,150	53%
5.12	Service Fees	\$100	\$400	\$200	\$0	(\$200)	\$200	200%
5.13	Interest	\$1,306	\$7,728	\$1,300	\$0	(\$6,428)	\$1,300	594%
5.14	Misc. income - WCA admin	\$1,150	\$1,150	\$5,000	\$0	\$3,850	\$5,000	23%
5.15	Other Income Grants	\$0	\$22,313	\$20,000	\$0	(\$2,313)	\$0	
5.16	Transfer from reserves	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL	\$2,556	\$473,891	\$862,650	\$0	\$388,759	\$842,650	55%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post t	\$1,964	\$15,924	\$23,700	\$0	\$7,776	\$23,700	67%
3.120	Information Systems	\$4,244	\$12,056	\$22,000	\$2,500	\$12,444	\$24,500	49%
3.130	Insurance	\$0	\$2,393	\$5,200	\$400	\$3,207	\$5,600	43%
3.141	Consulting - Audit	\$0	\$6,450	\$6,400	\$0	(\$50)	\$6,400	101%
3.142	Consulting - Bookkeeping	\$0	\$563	\$2,000	\$0	\$1,437	\$2,000	28%
3.143	Consulting - Legal	1273.60	\$2,527	\$4,000	\$3,000	\$4,473	\$7,000	36%
3.150	Storm Sewer Utility	\$0	\$1,172	\$13,500	\$2,000	\$14,328	\$15,500	8%
3.160	Training (staff/board)	\$0	\$570	\$4,500	\$1,000	\$4,930	\$5,500	10%
3.170	Misc. & mileage	\$774	\$4,090	\$5,500	\$1,000	\$2,410	\$6,500	63%
3.191	Administration - staff	\$24,997	\$180,853	\$340,260	\$30,000	\$189,407	\$370,260	49%
3.192	Employer Liability	\$6,282	\$51,786	\$88,810	\$2,500	\$39,524	\$91,310	57%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analys	\$2,449	\$8,280	\$24,000	\$0	\$15,720	\$24,000	35%
3.220	Equipment	\$66	\$9,102	\$2,000	\$9,200	\$2,098	\$11,200	81%
3.3	Education and Outreach							
3.310	Public Education	\$0	\$4,810	\$7,200	\$1,500	\$3,890	\$8,700	55%
3.320	Marketing	\$185	\$5,485	\$7,500	\$2,000	\$4,015	\$9,500	58%
3.330	Community Blue Ed Grant	\$6,769	\$7,702	\$10,000	\$4,300	\$6,598	\$14,300	54%
	<i>Total Core functions: Ops, Monitoring, E</i>	<i>\$47,730</i>	<i>\$313,764</i>	<i>\$566,570</i>	<i>\$59,400</i>	<i>\$312,206</i>	<i>\$625,970</i>	<i>50%</i>
Capital Improvement Projects and Programs								
3.4	Subwatershed Activity							
3.410	Gem Lake	\$0	\$0	\$1,200	\$0	\$1,200	\$1,200	
3.420	Lambert Creek	\$1,751	\$4,957	\$45,000	\$50,000	\$90,044	\$95,000	5%
3.425	Goose Lake	\$0	\$12,923	\$67,000	\$113,696	\$167,773	\$180,696	7%
3.430	Birch Lake	\$0	\$28,355	\$10,000	\$18,923	\$568	\$28,923	98%
3.440	Gilf Black Tam Wilk Amelia	\$0	\$0	\$54,000	\$0	\$54,000	\$54,000	0%
3.450	Pleasant Charley Deep	\$1,617	\$7,708	\$15,000	\$5,000	\$12,292	\$20,000	39%
3.460	Sucker Vadnais	\$38,605	(\$7,096)	\$2,000	\$64,900	\$73,996	\$66,900	-11%
3.48	Programs							
3.481	Landscape 1	\$533	\$946	\$24,000	\$0	\$23,054	\$24,000	4%
3.482	Landscape 2	\$0	\$0	\$20,000	\$1,500	\$21,500	\$21,500	0%
3.483	Project Research & feasibi	\$3,400	\$16,273	\$14,000	\$30,000	\$27,727	\$44,000	37%
3.470	Facilities Maintenance	\$0	\$0	\$5,000	\$27,172	\$32,172	\$32,172	0%
3.5	Regulatory							
3.510	Engineer Plan review	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000	0%
	<i>Total CIP & Program</i>	<i>\$45,906</i>	<i>\$64,066</i>	<i>\$259,200</i>	<i>\$311,191</i>	<i>\$506,325</i>	<i>\$570,391</i>	<i>11%</i>
	Total of Core Operations &	\$93,636	\$377,830	\$825,770	\$370,591	\$818,531	\$1,196,361	32%

Fund Balance	7/1/2019	8/1/2019
4M Account	\$100,204	\$489,429
4M Plus Savings	\$308,027	\$308,588
Total	\$408,231	\$798,017

Restricted funds	8/1/2019
Mitigation Savings	\$29,646
Term Series (3/28/19)	\$0

Vadnais Lake Area Water Management Orga
Profit & Loss
 July 13 through August 9, 2019

9:22 AM

08/05/2019

Cash Basis

Jul 13 - Aug 9, 19

Ordinary Income/Expense

Income	
Misc.	59.50
Mitigation Interest	1.51
Reimbursed Expenses	75.00
5.1 · Income	
5.12 · Service Fees	100.00
5.13 · Interest	1,306.03
5.14 · WCA sub-grant & Misc.	1,150.00
Total 5.1 · Income	<u>2,556.03</u>
Total Income	<u>2,692.04</u>
Gross Profit	<u>2,692.04</u>
Expense	
3.1 · Administrative/Operations	
3.110 · Office	
Copies	81.67
Phone/Internet/Machine Overhead	275.00
Postage	67.40
Rent	1,540.00
Supplies	0.00
Total 3.110 · Office	<u>1,964.07</u>
3.120 · Information Systems	
GIS web hosting	3,146.75
Hardware	336.79
Software	32.20
WEB	707.00
Total 3.120 · Information Systems	<u>4,222.74</u>
3.143 · Legal	1,273.60
3.160 · Training (staff/board)	0.00
3.170 · Misc. & mileage	774.09
3.191 · Employee Payroll	
Payroll	24,996.80
Total 3.191 · Employee Payroll	24,996.80
3.192 · Employer Liabilities	
Admin payroll processing	44.92
Administration FICA	1,851.71
Administration PERA	1,874.76
Insurance Benefit	2,510.98
Total 3.192 · Employer Liabilities	<u>6,282.37</u>
Total 3.1 · Administrative/Operations	<u>39,513.67</u>
3.2 · Monitoring and Studies	
3.210 · Lake & Creek lab analysis	2,449.00
3.220 · Equipment	65.82

Total 3.2 · Monitoring and Studies	2,514.82
3.3 · Education and Outreach	
3.310 · Public Education	0.00
3.320 · Marketing	184.50
3.330 · Community Blue Education Grant	6,769.30
Total 3.3 · Education and Outreach	<u>6,953.80</u>
3.4 · Capital Imp. Projects/Programs	
3.420 · Lambert Creek Restoration	
Whitaker Wetlands	1,751.00
Total 3.420 · Lambert Creek Restoration	<u>1,751.00</u>
3.450 · Pleasant Charley Deep	1,617.40
3.460 · Sucker Vadnais	
3.461 · Sucker channel	38,604.87
Total 3.460 · Sucker Vadnais	<u>38,604.87</u>
3.470 · Facilities & Maintenance	2,613.28
Total 3.4 · Capital Imp. Projects/Programs	<u>44,586.55</u>
3.48 · Programs	
3.481 · Landscape 1 - cost-share	532.67
3.483 · Project Research & feasibility	3,400.47
Total 3.48 · Programs	<u>3,933.14</u>
Total Expense	<u>97,501.98</u>
Net Ordinary Income	<u>-94,809.94</u>
Net Income	<u><u>-94,809.94</u></u>

Vadnais Lake Area Water Management Organization
Check Detail
July 13 through August 9, 2019

9:23 AM
08/05/2019

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	EFT	07/24/2019	further		Checking - 1987		-4.00
				Insurance Benefit		-4.00	4.00
TOTAL						-4.00	4.00
Check	EFT	08/01/2019	Reliance Standard		Checking - 1987		-184.38
				Insurance Benefit		-184.38	184.38
TOTAL						-184.38	184.38
Check	4752	08/09/2019	RMB Environmental Laboratories, Inc.		Checking - 1987		-4,200.00
				3.210 · Lake & Creek lab analysis		-293.00	293.00
				3.210 · Lake & Creek lab analysis		-538.00	538.00
				3.210 · Lake & Creek lab analysis		-1,019.00	1,019.00
				3.210 · Lake & Creek lab analysis		-599.00	599.00
				Whitaker Wetlands		-1,025.00	1,025.00
				Whitaker Wetlands		-726.00	726.00
TOTAL						-4,200.00	4,200.00
Check	4753	08/09/2019	Katherine Kanne		Checking - 1987		-532.67
				3.481 · Landscape 1 - cost-share		-532.67	532.67
TOTAL						-532.67	532.67
Check	4754	08/09/2019	City of Vadnais Heights		Checking - 1987		-400.00
				3.330 · Community Blue Education Grant		-400.00	400.00
TOTAL						-400.00	400.00
Check	4755	08/09/2019	Tyler J Thompson		Checking - 1987		-43.67
				3.170 · Misc. & mileage		-43.67	43.67
TOTAL						-43.67	43.67
Check	4756	08/09/2019	Ecoscapes		Checking - 1987		-383.33
				3.470 · Facilities & Maintenance		-383.33	383.33
TOTAL						-383.33	383.33
Check	4757	08/09/2019	Vacker Inc.		Checking - 1987		-184.50
				3.320 · Marketing		-184.50	184.50
TOTAL						-184.50	184.50
Check	4758	08/09/2019	CDW Government		Checking - 1987		-336.79
				Hardware		-336.79	336.79
TOTAL						-336.79	336.79

	Check 4759 08/09/2019 Brian Corcoran	Checking - 1987	-178.41
		3.170 · Misc. & mileage	-145.58 145.58
		3.220 · Equipment	-32.83 32.83
TOTAL			<u>-178.41 178.41</u>
	Check 4760 08/09/2019 Nicholas Voss	Checking - 1987	-44.66
		3.170 · Misc. & mileage	-44.66 44.66
TOTAL			<u>-44.66 44.66</u>
	Check 4761 08/09/2019 City of Vadnais Heights	Checking - 1987	-1,964.07
		Rent	-1,540.00 1,540.00
		Phone/Internet/Machine Overhead	-200.00 200.00
		Phone/Internet/Machine Overhead	-75.00 75.00
		Postage	-67.40 67.40
		Copies	-81.67 81.67
TOTAL			<u>-1,964.07 1,964.07</u>
	Check 4762 08/09/2019 City of White Bear Lake	Checking - 1987	-30,856.29
		payroll	-24,996.80 24,996.80
		Administration FICA	-1,851.71 1,851.71
		Administration PERA	-1,874.76 1,874.76
		Insurance Benefit	-2,088.10 2,088.10
		Admin payroll processing	-44.92 44.92
TOTAL			<u>-30,856.29 30,856.29</u>
	Check 4763 08/09/2019 Dawn Tanner	Checking - 1987	-519.10
		3.170 · Misc. & mileage	-519.10 519.10
TOTAL			<u>-519.10 519.10</u>
	Check 4764 08/09/2019 carp solutions	Checking - 1987	-1,617.40
		3.450 · Pleasant Charley Deep	-1,617.40 1,617.40
TOTAL			<u>-1,617.40 1,617.40</u>
	Check 4765 08/09/2019 ESRI	Checking - 1987	-707.00
		WEB	-707.00 707.00
TOTAL			<u>-707.00 707.00</u>
	Check 4766 08/09/2019 Kennedy & Graven, Chartered	Checking - 1987	-1,273.60
		3.143 · Legal	-1,273.60 1,273.60
TOTAL			<u>-1,273.60 1,273.60</u>
	Check 4767 08/09/2019 Ceci Shapeland	Checking - 1987	-6,369.30
		3.330 · Community Blue Education Grant	-6,369.30 6,369.30
TOTAL			<u>-6,369.30 6,369.30</u>
	Check 4768 08/09/2019 Houston Engineering, Inc	Checking - 1987	-3,146.75

	GIS web hosting	-3,146.75	<u>3,146.75</u>
TOTAL		-3,146.75	3,146.75
	Check 4769 08/09/2019 Natural Shore Technologies, Inc		Checking - 1987
			-2,000.00
	3.470 · Facilities & Maintenance	-2,000.00	<u>2,000.00</u>
TOTAL		-2,000.00	2,000.00
	Check 4770 08/09/2019 Ramsey County - Plato		Checking - 1987
			-38,604.87
	3.461 · Sucker channel	-38,604.87	<u>38,604.87</u>
TOTAL		-38,604.87	38,604.87
	Check 4771 08/09/2019 SEH		Checking - 1987
			-2,525.47
	3.483 · Project Research & feasibility	-2,525.47	<u>2,525.47</u>
TOTAL		-2,525.47	2,525.47
	Check 4772 08/09/2019 LimnoTech		Checking - 1987
			-875.00
	3.483 · Project Research & feasibility	-875.00	<u>875.00</u>
TOTAL		-875.00	875.00
	Check 4773 08/09/2019 Stephanie Oliver McNamara		Checking - 1987
			-234.50
	Insurance Benefit	-135.50	135.50
	Insurance Benefit	-99.00	<u>99.00</u>
TOTAL		-234.50	234.50
	Check 4774 08/09/2019 Langer's Tree Service		Checking - 1987
			-229.95
	3.470 · Facilities & Maintenance	-229.95	<u>229.95</u>
TOTAL		-229.95	229.95

Vadnais Lake Area Water Management Organization
Custom Transaction Detail Report
 July 1 through August 1, 2019

9:26 AM
 08/05/2019
 Accrual Basis

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Jul 1 - Aug 1, 19									
Credit Card Charge	07/01/2019		carolina.com	insect supplies	US Bank CC	√	3.310 · Public Education	179.57	179.57
Credit Card Charge	07/01/2019		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	20.83	200.40
Credit Card Charge	07/03/2019		Office Max	stand for boards	US Bank CC	√	3.310 · Public Education	30.98	231.38
Credit Card Charge	07/08/2019		impressive print	pet waste promo	US Bank CC		3.320 · Marketing	105.00	336.38
Credit Card Charge	07/08/2019		adobe *photography plan		US Bank CC		Software	9.99	346.37
Credit Card Charge	07/11/2019		Oregon RFID	PIT Tags	US Bank CC		3.450 · Pleasant Charley Deep	343.94	690.31
Transfer	07/23/2019			Funds Transfer	US Bank CC	√	Checking - 1987	-432.04	258.27
Credit Card Charge	07/23/2019		Fresh Thyme	mpca interview	US Bank CC		3.170 · Misc. & mileage	21.08	279.35
Credit Card Charge	07/25/2019		Adobe "Creative Cloud		US Bank CC		Software	32.20	311.55
Credit Card Charge	08/01/2019		Google*SVCAPPS_VLAWM		US Bank CC		WEB	20.83	332.38
								332.38	332.38
Jul 1 - Aug 1, 19									



MINUTES OF THE BOARD OF DIRECTORS
 June 26, 2019

Attendance		Present	Absent
Jim Lindner, Chair	City of Gem Lake	X	
Bill Walsh	City of White Bear Lake	X	
Rob Rafferty, Secretary-Treasurer	City of Lino Lakes	X	
Ed Prudhon	White Bear Township	X	
Marty Long, Vice Chair	City of North Oaks	X	
Patricia Youker	City of Vadnais Heights		X
Stephanie McNamara	Administrator	X	
Brian Corcoran	Water Resources Mgr.	X	
Dawn Tanner	Program Development Coord.	X	
Nick Voss	Education & Outreach Coord.	X	
Tyler Thompson	GIS Watershed Tech.	X	

Others in attendance: Paul Duxbury (VLAWMO TEC commissioner & rep.); Clark Wicklund & Tony Kaster (Specialty Manufacturing); Lindsey Carpenter & Mike Laughlin (Goose Lake); Cheryl LeClair-Sommer (Twin Lake).

I. Call to Order

The meeting was called to order at 7:06 pm by Chair Lindner.

II. Approval of Agenda

McNamara asked to add an item “TEC Appointments” under *III. A.*, and to remove the action item under item *V. B.*

A motion was made by Prudhon and seconded by Long to approve the meeting agenda as amended.

Vote: all aye. Motion passed.

III. Visitors and Presentations

A. TEC Report to the Board, June 2019 Finance Report, and TEC Appointments

Duxbury presented the TECs operations and recommendations to the Board from their June meeting, as well as new TEC appointment recommendations as Gloria Tessier to Replace Jim Grisim as TEC Chair, and Jesse Farrell as TEC Vice Chair.

A motion was made by Long and seconded by Prudhon to authorize Gloria Tessier as Chair, and Jesse Farrell as Vice Chair of the VLAWMO Technical Commission. Vote: all aye. Motion passed.

B. Grass Lake flooding background & RWMWD request

McNamara outlined the background of the Grass-West Vadnais flooding situation, issues RWMWD has faced and efforts they have made, and options going forward as part of a joint management of the area issues between RWMWD and VLAWMO. **Staff recommends the VLAWMO Board hold a special meeting with the RWMWD Board in later July (24th, 30th, or 31st) to discuss these issues, draft EAW, and management options, moving forward.**

Discussion: The Board discussed that it sounds like the solutions are dependent upon future weather and climate conditions and that a boundary change would be unnecessary. The Board agreed to meet with the RWMWD Board on July 30th or 31st to discuss the issue and work together to foster a plan, going forward.

IV. **Consent Agenda**

A. Approval of Minutes

The meeting minutes for the April 24th, 2019 Board meeting are placed on the consent agenda for approval, with corrections to be made to the attendance roster.

A motion was made by Rafferty and seconded by Prudhon to approve the April 24, 2019 meeting minutes, as amended. Vote: all aye, Long abstains. Motion passed.

V. **Business**

A. WCA – Specialty Manufacturing Replacement Plan

Corcoran presented a replacement plan for Specialty Manufacturing to add an expansion warehouse in White Bear TWP. The Technical Evaluation Panel (TEP) is in agreement for the replacement plan and sequencing for impact and mitigation. Mitigation will be completed in over a 2:1 ratio, with maximum mitigation occurring on-site. **Staff and the TEP recommend that the Board approves of the Specialty Manufacturing replacement plan with 2.16 acres of mitigation on site and 0.74 acres of credit bought in major watershed BSA #20 Mississippi (metro). Also approve with the following conditions; 1) All appropriate deed recording be submitted of wetland and mitigation, 2) A bond/cash surety in the amount sufficient to cover 125% of costs of mitigation be submitted prior to wetland impact, 3) minimum 5 years of mitigation monitoring and maintenance.**

Discussion:

A motion was made by Long and seconded by Rafferty for approval of the Specialty Manufacturing replacement plan as presented with 2.16 acres of mitigation on site and 0.74 acres of credit bought in major watershed BSA #20 Mississippi (metro), along with the 3 stipulated conditions. Vote: all aye. Motion passed.

B. Joint Powers Agreement – First amendment: Liability

After amending VLAWMO's JPA to include language from the League of MN Cities, the new JPA was sent to member municipalities for ratification. As of June 13th, all members have approved the amendment and the amended JPA is considered executed and active. No further action is required.

C. Goose Lake – Science to inform; post-treatment restriction possibilities

Residents around Goose Lake were invited to the June 26 Board meeting to be involved with the presentation of scientific literature on alum treatments, specifically, motor boating restrictions. Surveys were sent to residents to collect their feedback, and these were also presented. To apply for and secure grant funding for an alum treatment of East Goose Lake, the BWSR recommended establishing ordinances to ensure the best possible outcome for alum treatment if a Clean Water Funds grant was awarded for the project. Tanner gave a presentation of the science behind alum treatments, and the practices followed to preserve their effects. **Variations of boating ordinances for Goose Lake have been drafted for adoption for the City of White Bear Lake, and staff is requesting the Board make a recommendation for their preference in restrictions and timeframe on Goose Lake. We also request that the Board formally offer this recommendation, along with the PPT/recorded presentation from VLAWMO, to the City of White Bear Lake, taking into consideration best available science and input from resident stakeholders.**

Public comment & discussion: Three residents attending the meeting. Lindsey Carpenter stated that she and her husband who own two parcels on East Goose would like to wait on alum treatment and see other projects done in the subwatershed. There was also interest in another fish survey and bullhead removal.

Board discussion: There was a request to VLAWMO staff and the City of White Bear Lake to compile more research on motor boating and alum treatment effectiveness on shallow lakes before committing to boating restrictions, to heed shoreline owners' needs in regards to boating restrictions, and research other options for clearing the lake. Long mentioned a fertilizer ban on properties

around the lake or in the subwatershed. The direction of the Board was to move forward in applying for a grant funding for alum treatment, and for further research and distribution of information on the effects of boating and alum treatments in shallow lakes.

A motion was made by Long and seconded by Prudhon to pursue grant funding for an alum treatment on East Goose Lake, as well as authorizing supplying the City with further information on boating restrictions and their effectiveness on shallow lakes treated with alum. Vote: all aye. Motion passed.

D. Water Plan Amendment Adoption; Resolution 01-2019

After the comment period closed for VLAWMO's Water Plan amendment, BWSR confirmed that the amendment is considered "minor", and requested a public meeting held during this June Board meeting to present these changes, and seek Board authorization accepting these changes. **Staff requests that the Board formally adopt the amendment and authorize distribution of pages to members on the BWSR State Agencies Review Roster.**

Discussion: Cheryl LeClair-Sommer, resident of Twin Lake, asked if VLAWMO will be adding working with RWMWD to our plan. Tanner addressed that we are already working with neighboring watersheds on issues, but that specific language will not be directly added in this amendment.

A motion was made by Prudhon and seconded by Walsh to authorize the adoption of Resolution 01-2019, adopting the 2019 minor amendment to VLAWMO's 2017-2026 Comprehensive Water Plan. Vote: all aye. Motion passed.

E. Education

1. Community Blue: Creative Landscaping, CB2019-02

Voss presented a Community Blue grant application for implementation of BMPs, as well as an outlined educational tour of the residence for education and presentation. **The application was recommended for approval by the TEC at their June 14th meeting, and staff is recommending approval of the grant CB2019-02 for the applied budget of \$6,369.30, leaving 40% of the 2019 CB budget remaining. No other grant applications are in the works for 2019.**

A motion was made by Rafferty and seconded by Long to approve CB2019-02 for funding in the amount of \$6,369.30. Vote: all aye. Motion passed.

2. Commons garden & invitation to other communities

Tanner worked with a youth group and Vadnais Heights Public Works to implement a native and pollinator planting at the Vadnais Heights Commons, utilizing a budget savings from the City. Signage will be placed at the site for education. Staff invites each Board member to identify an area from their municipality that could similarly be restored to advertise native plantings to their community.

F. 2020 Budget Consideration; Resolution 02-2019

McNamara presented VLAWMO's 2020 budget for consideration, with a few changes and options that have been added since the preliminary budget was introduced at the April Board meeting. This includes an optional \$10,000 addition to the Lambert Creek budget line to fund a possible loan for the Lambert Lake loan at \$40,000/year, if approved. **Staff recommends approval of Resolution 02-2019 adopting VLAWMO's 2020 budget.**

Discussion: The Board discussed that they would like to have more gradual budget increases annually, as cities do, rather than no rate increases for years and then large, sudden increases.

A motion was made by Rafferty and seconded by Lindner to authorize the adoption of Resolution 02-2019, adopting VLAWMO's 2020 budget, as proposed. Vote: all aye. Motion passed.

G. Lambert Creek

1. Lambert Lake

a.) Loan progress, project representative designation; Resolution 03-2019 and JPA Second amendment

Tanner presented that a second amendment to VLAWMO’s JPA would be necessary to enable VLAWMO to accept the bond note, citing our storm sewer utility fees as our method to generate revenue to pay back the MPCA loan, and not needing our JPA cities to be cosigners. We are asking our JPA members to sign this 2nd JPA amendment, enabling VLAWMO to take on the loan, and for approval by the August 2019 Board meeting. There is also resolution 03-2019 that would designate Dawn Tanner as project representative on the Lambert Lake project, and execution of the MPCA loan. **Staff recommends the Board pass Resolution 03-2019.**

A motion was made by Walsh and seconded by Prudhon to authorize the adoption of Resolution 03-2019, authorizing Dawn Tanner as Project Representative for the VLAWMO Bacteria, Sediment, & Nutrient Reduction Project . Vote: all aye. Motion passed.

A motion was made by Lindner and seconded by Long for authorization to go forward with a second VLAWMO JPA admendment to include language for loan funding capacity, Vote: all aye. Motion passed.

b.) SEH update on Lambert Lake

Staff is working with SEH to refine the maintenance portion of the Lambert Lake project, including west sheetpile replacement and dredging. A soil survey using Resistivity Imaging (ERIS), necessary for identifying sheetpile length, was quoted at \$5,500, but the subcontractor didn’t have the necessary insurance limit to complete the work. The only other contractor was 3D Geophysics, with a cost of \$8,700. The survey was completed on June 6th. These results and other project items were discussed at a June 25th meeting with SEH.

2. DIY monitoring equipment deployment

Corcoran reported that 3 of the 4 DIY automated flow monitors have been installed on Lambert Creek, were calibrated and are live and collecting data. The 4th site will be located on the Whiter Pond storm sewer line, and installation is anticipated for July.

VI. Operations and Administration

A. Project Updates

1. Birch Lake - 4th & Otter update

Thompson reported that updated plans for the project were delivered by Barr on June 20th, and partner comments are due the week of the Board meeting. Plan finalization and release for bidding is anticipated for July. A meeting took place on June 19th between the project partners to discuss specific Operation & Maintenance items and getting the plan closer to agreement and finalization.

2. Great River Greening proposal progress with LCCMR

Tanner reported the Sucker-Vadnais Lakes Regional Parks native restoration, as part of GRG’s project portfolio, performed well in the first round of review, ranked 6th overall, and is moving onto the second round of selection. More will be heard on the subject in June/early July.

3. Wetland health compiling layers; Cameras, frogs & toads, biodiversity priorities, species of concern

Staff is has been compiling and implementing several DNR data layers for use in identifying and prioritizing biologically-diverse and areas prime for restoration and protection. They are also being used in concert with updating VLAWMO's wetland health surveying efforts. Tanner has also been working to investigate invasive species sites of Yellow iris in North Oaks, and flowering rush on Amelia Lake. The DNR has been contacted for their advice for future management and prioritization.

VIII. Discussion

None.

IX. Administration Communication

None.

X. Adjourn

A motion was made by Long and seconded by Lindner to adjourn at 9:44 pm. Vote: all aye. Motion passed. Minutes compiled and submitted by Tyler Thompson.

DRAFT

To: Board of Directors

From: Stephanie McNamara, Administrator

Date: August 22, 2019

Re: **VI. A. 2020 Storm Sewer Utility Rates, Resolution 03-2019**

The annual SSU rates are based on the budget approved by the Board at its last meeting for the following year. The Storm Sewer Utility is based on the amount of impervious surface generally associated with different land use types and provides the major financial support for watershed activities.

As discussed at the June Board meeting when the 2020 Budget was passed, the SSU rates will go up. An increase of 7.69%, less than the 10.48% increase last year. This year we anticipate the SSU will address long-term maintenance needs on Lambert creek as well as provide a sustaining level of income other projects and programs identified in the amended Water Plan. Grants have helped defray some of the costs and allowed VLAWMO to do more than is reflected in annual budget. But they are an unreliable source of income.

The proposed 2020 SSU annual rate is \$50.40/unit or \$72.96/acre. Single family residential units will increase by \$3.60 /year or about \$0.30 / month. On non-low density residential property the rate increased \$5.16 / acre or \$0.43 /month. The additional parcels from the boundary change helped absorb some of the increase. See the attached memo from Jeanne Vogt of Ehlers for further discussion.

Again, our budget is no longer being subsidized by drawing down reserves and we are in a good position to take on another large capital project. This budget addresses priorities in the 2017-26 Water Plan as amended this year and the VLAWMO ditch authority responsibilities. The budgets anticipated in 2017-2026 Water Plan anticipate a fairly modest annual operating increase. This rate includes a 0.5% buffer to account for subsequent parcel changes, manual overrides and delinquent payments.

Recommendation: Approval of Resolution 03-2019 setting the Storm Sewer Utility Rates for 2020.

Memo

To: Stephanie McNamara, VLAWMO Administrator
From: Jeanne Vogt, Sr. Financial Specialist
Date: August 20, 2019
Subject: Pay 2020 Proposed SSU Rates

The Vadnais Lake Area Water Management Organization (“VLAWMO”) as requested Ehlers to complete the calculation of the Storm Sewer Utility (“SSU”) rates for taxes payable in 2020 and update the annual presentation to the VLAWMO Board. This has been completed and below are the highlights for your consideration:

1. **Manual Overrides** – VLAWMO has the authority to remove any SSU charges on parcels as needed. Attached please find the list of parcels with manual overrides. There are 325 parcels with a manual override for Pay 2019. This is a decrease of 3 parcels due to divisions.
2. **Property Classification Changes** – It’s been a quiet year. There are no classification changes as a result of changes in property use this past year.
3. **Pending Divisions** – This year’s data extract from Ramsey County GIS did not include new parcels as a result of Pay 2019 divisions. I have checked on-line and all parcels appear to be active, with reapportionments completed as needed.

There were a total of 40 new parcels as part of 7 divisions. All new parcels were included in the calculation of this year’s SSU fee. I would still caution the certification process in Ramsey County may take longer if these parcels are not yet considered “active” for assessment purposes.

4. **Tax Forfeited Properties** – VLAWMO has had properties become tax forfeited as a result of unpaid property taxes. For Taxes Payable in 2020, there are 18 parcels currently in tax forfeited status, all in Ramsey County. This is unchanged from last year.

There was one parcel, PIN 32.30.22.13.0057 where the SSU fee of \$46.80 was removed for taxes payable in 2019 as a result of tax forfeiture. This parcel was purchased by Ramsey County Public Works for Pay 2020. Thus, this parcel will have a SSU fee for Pay 2020. VLAWMO may want to contact Ramsey County to reassess this parcel to recoup any of the removed SSU fee for Pay 2019, if it was not already paid as part of the tax forfeited land sale.

5. **Proposed Pay 2020 Storm Sewer Utility Rates** - Based on a budget of \$890,800 for Pay 2020, the new rate is \$50.40 for single family homes. This is an increase of \$3.60 or 7.69% over last year. This is less than the 10.48% increase over last year. This also includes a 0.5% buffer, which is similar to past years, to account for future divisions and any additional manual overrides.



800 County Road E E, Vadnais Heights, MN 55127

www.vlawmo.org; Office@vlawmo.org

To: Board of Directors
From: Dawn Tanner & Stephanie McNamara
Date: August 28, 2019
Re: **V. A. 2. Joint Powers Agreement Second Amendment**

VLAWMO is continuing to work on the process of having loan funds released. The JPA Second Amendment that was presented in June to the Board (and copied in the packet for August) was sent to each of our communities following Board authorization. As of writing this memo 5 of the six communities have authorized the JPA 2nd amendment. The last community will consider it Tuesday, 8/27. If is approved, the 2nd Amendment will be considered executed and in force. We will have an update for you at Board time.

Following execution, our attorney will proceed in building a revenue bond note to secure our MPCA loan for the Lambert Lake project.

**SECOND AMENDMENT (2019) TO THE JOINT POWERS AGREEMENT
TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED**

This Second Amendment (“Amendment”) to the Joint Powers Agreement to Protect and Manage the Vadnais Lake Area Watershed (“Joint Powers Agreement”) is entered into by and among the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear (collectively, the “Members”), all of which are parties to the Joint Powers Agreement.

WHEREAS, the Vadnais Lake Area Water Management Organization (“VLAWMO”) is interested in obtaining a loan (the “Loan”) from the Minnesota Pollution Control Agency (the “MPCA”) to finance a portion of the construction of VLAWMO’s Bacteria, Sediment, & Nutrient Reduction Project (the “Project”); and

WHEREAS, the MPCA requires that the Loan be secured by a bond issued by VLAWMO; and

WHEREAS, certain amendments are needed to the Joint Powers Agreement to allow VLAWMO to issue a revenue bond as security for the Loan.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendments. Section VIII of the Joint Powers Agreement is hereby amended by adding Subdivision 9 below:

Subdivision 9. Revenue Bonds to Secure MPCA Loan. VLAWMO is given express authority to issue revenue bonds in a principal amount not to exceed \$800,000 (the “Bonds”) to secure the Loan to finance the Project. The term “Bonds” shall also include bonds issued to refund and refinance the Bonds. As provided in Minn. Stat. § 471.59, subd. 11, the Bonds shall be revenue obligations of VLAWMO which are issued on behalf of the Members, and shall be issued subject to the conditions and limitations set forth in Minn. Stat. § 471.59, subd. 11. The Bonds shall be payable solely from VLAWMO’s revenues including its storm water utility fees. VLAWMO may not pledge to the payment of the Bonds the full faith and credit or taxing power of the Members. No bonds, obligations or other forms of indebtedness other than the Bonds may be issued by VLAWMO without the prior consent of the Members.

2. Limited. No other changes to the Joint Powers Agreement are intended as a result of this Amendment.

3. Authorizations. Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:

- a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;

- b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
- c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF LINO LAKES

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

By _____
Chair

Dated ___/___/___

Attest _____
Town Clerk



800 County Road E E, Vadnais Heights, MN 55127

www.vlawmo.org; Office@vlawmo.org

To: Board of Directors

From: Dawn Tanner

Date: August 28, 2019

Re: V. A. 3. MPCA/Minnesota CWP Loan Agreement – Authorization to sign

VLAWMO is continuing to work with SEH to refine the maintenance portion of the project. The Electrical Resistivity Imaging Survey (ERIS) was completed and reports provided to VLAWMO and SEH. This study showed necessary depths for replacement steel sheetpile at Lambert Lake. Maximum depth required for sheetpile is ~32 feet. A formal recommendation prepared by SEH for replacement of sheetpile and dredging of the pond is included with this packet.

Release of loan funds that will allow us to begin sheetpile replacement work requires a signed loan agreement. The Minnesota CWP Loan Agreement, prepared by MPCA, is included in the packet. Other items required for the loan are either completed or in final stages of completions (e.g., the revenue bond note). Staff requests the Board authorize and sign the CWP loan agreement. Once our Board chair has signed the agreement, it will be signed by the Commissioner of Administration for the State of Minnesota.

Recommendation: We request that the Board approve signing the Minnesota CWP Loan Agreement.



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for All of Us®

MEMORANDUM

TO: Vadnais Lake Area Water Management Organization (VLAWMO)

FROM: Emily Erdahl, PE (Lic.MN)
Wayne Wambold, PE (Lic.MN, WI, IA, NE)
SEH

DATE: August 20, 2019

RE: Lambert Lake Pond Recommendations
SEH No. VADLA 150210 14.00

Lambert Lake Pond Lifespan Analysis and Recommendations

SEH water resources staff used P8 Urban Catchment Model to estimate the TSS loading and capture to the Lambert Lake Pond to estimate the remaining life span of the pond, assuming that the life span is over when the pond dead storage has reached 50% of the existing capacity. The existing capacity as measured by VLAWMO staff in June of 2017 was used in comparison. SEH staff used the following parameters for analysis:

- Nationwide Urban Runoff Program (NURP) 50th Percentiles Particle Distribution and manipulated TSS concentration information from County Road F sampling data received from VLAWMO on August 9, 2019, for both high and low flow events
- Drainage Area and land cover assumptions from USGS Streamstats delineation, for both completely and partially directly connected impervious coverage scenarios

Based on the analysis, it was determined that the capture rate of the pond is approximately 40-60% of the annual loading. The P8 software with NURP 50th Percentile Particle Distribution loading results are much higher than the loading from manipulated TSS concentrations from County Road F sampling data. This is likely due to wetland areas surrounding Lambert Creek upstream capturing TSS prior to discharge to the creek, which is not accounted for in the P8 model. SEH has determined that the Lambert Lake pond does not need to be dredged at this time. SEH recommends that VLAWMO continue to monitor the discharge and loading to the pond as well as the pond volume with bathymetric surveys to be used in further analysis for dredging needs.

Geotechnical Recommendations

SEH geotechnical staff reviewed the condition of the existing vinyl sheet pile wall located on the north side of the Lambert Lake Pond. The review confirmed the VLAWMO staff's concerns that the wall is in a state of failure and in need of repair or replacement. The existing wall is leaning outward toward the pond and appears to have heaved upward in places. Some of the vinyl sheet interlocks are also cracked due to excessive stress and heaving. It is our understanding, based on previous plans and materials invoicing for the existing wall, that the vinyl sheets are 8 to 14 feet in length.

A geophysical investigation was conducted to determine the depth of organic deposits and soft clays along the alignment of the wall. In general, organic deposits and soft clay were encountered to depths of 12 to 20 feet below the top of the berm adjacent to the wall for the western most 350 feet. These depths exceed the length of the vinyl sheet piling used to construct the existing wall.

Lambert Lake Pond Recommendations

August 20, 2019

Page 2

It is recommended to replace the existing wall with a new steel sheet pile wall. Reuse of existing vinyl sheet piling was considered; however, the lengths are too short to provide a stable wall, with the exception of the eastern most 50 feet. Also, the stresses induced on the wall would cause excessive deflection of vinyl sheet piling, even if the lengths were adequate. Based on the geotechnical analysis, steel sheet piling, meeting the material and section properties of a PZ-27 sheet, driven to a depth up to 32 feet is necessary to provide a stable wall.

EKE

c: Brad Woznak, Jeremy Walgrave

S:\UZ\WADLA\150210\Lambert Lake\Memo

Administrative information

Project title: VLAWMO Bacteria, Sediment, & Nutrient Reduction Project

Loan sponsor: Vadnais Lake Area Watershed Management Organization (VLAWMO)

Project sponsor: Vadnais Lake Area Watershed Management Organization (VLAWMO)

Loan agreement number: SRF0319

Loan amount: \$400,000.00

MPCA Authorized Representative: Juline Holleran
Metro Watershed Section
Watershed Division
651-757-2442
juline.holleran@state.mn.us

Project implementation loan agreement

This *Project loan agreement* (Agreement) is made under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.755 and the rules adopted thereunder, Minn. R. ch. 7076. Except as otherwise specifically provided in the Agreement, the definitions in Minn. Stat. §§ 103F.701-103F.755 and Minn. R. ch. 7076 apply.

A. Parties

The parties to this Agreement are (1) the State of Minnesota (State) through its Minnesota Pollution Control Agency (MPCA), (2) Vadnais Lake Area Watershed Management Organization (VLAWMO) (Project & Loan Sponsor)

B. Purpose of agreement/description of project

1. The purpose of this Agreement is to provide funding for the best management practices (BMPs) described in the approved *Project workplan* for the VLAWMO Bacteria, Sediment, & Nutrient Reduction Project (Project).
2. Prior to execution of this Agreement, the Project Sponsor submitted to the MPCA a proposed *Project workplan* that describes the Project and its BMPs. The MPCA is in the process of reviewing the proposed *Project workplan*, but has not yet approved it. When approved in writing by the MPCA Commissioner, the approved *Project workplan*, including the budget for the Project, shall be incorporated by reference into this Agreement as Attachment 1. The proposed *Project workplan* is now available for reference at the offices of the MPCA, Watershed Division, 520 Lafayette Rd., St. Paul, Minnesota, 55155.
3. There are two types of BMPs that could be included in a *Project workplan*. A First-Tier BMP is an activity that is directly undertaken by Project Sponsor or Loan Sponsor. A Second-Tier BMP is an activity that is undertaken by a person other than the Project Sponsor or Loan Sponsor. Whether funds provided by the MPCA under this Agreement may be used for First-Tier or Second Tier BMPs, or both, depends on whether the activities are part of the approved *Project workplan*

C. MPCA commitment

1. The MPCA commits, subject to the conditions set forth in this Agreement, to loan **four hundred thousand dollars (\$400,000)** to Loan Sponsor for the purpose of funding the BMPs described in the approved *Project workplan*. If there is a discrepancy in the total funding amount stated in the budget of the *Project workplan* and in this Part, the funding amount stated in this Part shall control.
2. The MPCA's commitment to disburse funds under this Agreement is specifically conditioned on the MPCA's first receiving from Loan Sponsor evidence that Loan Sponsor has secured the debt in this Agreement by issuance of a general obligation promissory note. At a minimum, this evidence must include the following: (a) copy of the Note; (b) certified copies of all resolutions or other authority by the appropriate governing body or bodies as shall legally authorize the execution and performance of the Note; and (c) an opinion from recognized bond counsel concluding that the Note and this Agreement are duly authorized, executed and delivered and will constitute valid, legal and binding agreements in accordance with their terms. For purposes of permitting issuance of the Note, the MPCA represents that it is a "board, department or agency" of the State within the meaning of Minn. Stat. § 475.60, subd. 2, clause (4).

D. Interest rate and term of loan

1. This is a **zero percent (0%)** interest loan, having no finance charge. However; if a repayment is late, interest shall accrue at two percent (2%) annum on the principal balance owed commencing on the date repayment is due according to the *Final repayment schedule* and continuing until the payment is received by the MPCA.
2. Appended to this Agreement as Attachment 2 is an *Estimated repayment schedule*, which establishes a loan term of **ten (10) years**. However, when the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired (whichever comes first), the MPCA shall review the *Estimated repayment schedule* to determine if the payment amounts, due date and term of this Agreement should be revised. Based on this review, the MPCA will establish a *Final repayment schedule*. The *Final repayment schedule* will be based upon actual amounts disbursed under this Agreement for activities actually implemented before the expiration of the Project Implementation Period. At the sole discretion of the MPCA, the *Final repayment schedule* may provide a shorter or longer term than is stated in the *Estimated repayment schedule* first appended to this Agreement as Attachment 2. The MPCA will promptly forward to *Loan Sponsor* any revisions to the *Estimated repayment schedule*. The revisions will then become an integral and enforceable part of this Agreement.

E. Project sponsor duties and responsibilities

1. The Project Sponsor shall ensure that all BMPs for which loan funds are disbursed under this Agreement are completed in the time and manner set forth in the approved *Project workplan*.
2. The Project Sponsor is responsible for determining what, if any, federal, state (including MPCA) or local permits are required for the work described in the approved *Project workplan* and, if any are required, must obtain the permit(s) within their required time periods.
3. If the approved *Project workplan* describes Second-Tier BMPs, *Project Sponsor* is responsible for authorizing Loan Sponsor to make Second-Tier loans to implement the Second-Tier BMPs before any such loans are finalized.

F. Loan sponsor duties and responsibilities

1. Loan Sponsor shall provide the general obligation promissory note described in Part C.2. and shall repay all loan funds disbursed by the MPCA under this Agreement.
2. By resolution of its governing body, Loan Sponsor shall designate one or more persons to execute loan disbursement requests on behalf of Loan Sponsor. Loan Sponsor shall submit to the MPCA a certified copy of the resolution designating the authorized person or persons.
3. Loan Sponsor shall submit requests for loan disbursement as provided in Part G.
4. Loan Sponsor shall reserve for implementation jointly with Project Sponsor loan funds sufficient for Loan Sponsor and Project Sponsor to implement those parts of the approved *Project workplan* designated for implementation as First-Tier BMPs. First-Tier BMPs shall be subject to the provisions of Part J. of this Agreement.
5. If the approved *Project workplan* refers to Second-Tier BMPs and Project Sponsor has authorized Second-Tier loans for the implementation of those BMPs, Loan Sponsor may make Second-Tier loans for the implementation of the Second-Tier BMPs, as provided in Part K. of this Agreement.
6. Loan Sponsor is solely responsible for costs exceeding the loan amount authorized in this Agreement.
7. Loan Sponsor is encouraged to prepare and submit an affirmative action plan for the employment of minority persons, women, and the qualified disabled and submit the plan to the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36.

G. Disbursement of loan funds

1. The MPCA shall not disburse any funds under this Agreement until it has approved the *Project workplan*. The MPCA may provide approval of segments of the proposed *Project workplan* prior to approval of the entire *Project workplan* and may make disbursements on those parts of the proposed *Project workplan* that are approved in writing by the MPCA Commissioner.
2. To receive disbursements under this Agreement, *Loan Sponsor* shall submit, in a form acceptable to the MPCA, disbursement requests signed by a person authorized as provided in Part F.2. The requests shall certify that disbursements are being sought only for reimbursement of costs incurred to implement the approved *Project workplan*. The MPCA will process no more than one request for disbursement per month unless an alternate schedule is agreed to by the MPCA in writing.
3. The MPCA will disburse funds to *Loan Sponsor* on an incurred cost reimbursement basis, consistent with the approved *Project workplan*. Administrative costs will not be considered an incurred cost unless they were approved by the MPCA prior to their having been incurred and were included in the approved *Project workplan*.
4. The MPCA, at any time, may review and audit requests for disbursement under this agreement and may make adjustments for errors and discrepancies discovered in audits or other reviews of requests for disbursement.

H. Security for and repayment of the loan

1. This loan is secured by the general obligation promissory note described in Part C.2.

2. The date to begin repaying this loan is deferred until the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired, whichever comes first. The Project Implementation Period is defined as exactly three (3) years from the effective date of this agreement.
3. After the loan has been fully disbursed, the Project has been fully completed, or the Project Implementation Period has expired, whichever comes first, the repayment of this loan is as stated in the *Estimated repayment schedule* (Attachment 2).
4. Notwithstanding any other provision of this agreement, the semiannual payments of principal due on this loan shall be due not later than one year after the loan has been fully disbursed, the project has been fully completed or the Project Implementation Period has expired, whichever is first. Payments by Loan Sponsor shall be due every six months. The first payment shall be submitted on the closest date of either June 15 or December 15 (based on the execution date of this Agreement) and shall be due semiannually on June 15 and December 15 after the first payment. Additional payments may be made at any time without penalty.
5. Loan Sponsor may prepay this loan in whole or in part from any funds legally available to Loan Sponsor for this purpose. When Loan Sponsor elects to pay off the loan in full, it shall give written notice to the MPCA and the MPCA shall then prepare and provide to Loan Sponsor a payoff statement. The payoff statement shall include all principal, interest and late fees, if any, due and payable to the MPCA.

I. Denial of disbursements, default, rescission, or early termination

1. The MPCA may deny disbursement of funds to Loan Sponsor if the MPCA determines that the project does not substantially conform to the requirements for a Project Implementation Loan as provided under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.755 and the rules implementing the law; that project activities do not satisfy the conditions of the approved *Project workplan*; or that there has been a significant violation of this Agreement, including the failure to submit a report as required by this Agreement. The MPCA shall notify Loan Sponsor of its decision to deny or withhold disbursement, and shall continue to deny or withhold disbursement until Loan Sponsor has corrected the condition causing the MPCA to deny or withhold the disbursement.
2. The MPCA may declare Loan Sponsor and Project Sponsor in default and may rescind this Agreement if it finds that there has been or will be substantial divergence from the approved *Project workplan* or that the approved Project workplan has not been or will not be implemented in a timely manner. Upon default, the MPCA shall give written notice and demand for the full payment of all amounts due.
3. In the event the MPCA declares a default under this Agreement and moves to recover repayments, Loan Sponsor and Project Sponsor shall pay the costs and damages, including reasonable attorney's fees and interest, incurred by the MPCA to recover repayments under this Agreement.
4. If Project Sponsor fails to request disbursement for reimbursement of incurred costs within one year of the effective date of this Agreement or as stated in the project timeline of the approved *Project workplan*, the MPCA may elect to terminate this Agreement early or reduce the loan amount. The MPCA's failure to terminate this Agreement early or reduce the loan amount shall not be deemed a waiver of its right to terminate this Agreement or reduce the loan amount at a later date or on different grounds. If the MPCA elects to terminate this Agreement early or reduce the loan amount, it shall notify Project Sponsor and Loan Sponsor in writing.
5. If the MPCA fails to enforce any provision of this Agreement, that failure does not waive that provision or its right to enforce it.

J. Contracting and oversight of first-tier BMPs (if applicable)

1. Project Sponsor and Loan Sponsor may subcontract tasks to engage in architectural, engineering, and related construction services to implement BMPs approved in the Project workplan. All subcontracts must comply with the Clean Water Revolving Fund contract packet dated December 2018, which is incorporated by reference. All subcontracts must also comply with all State laws and rules applicable to the selection and employment of subcontractors providing services.
2. Loan Sponsor and Project Sponsor shall exert all reasonable effort to investigate claims which Project Sponsor may have with respect to the work performed under this Agreement and, in appropriate circumstances, shall take whatever action, including withholding of payment and legal recourse, is available to resolve the claims.
3. Project Sponsor shall develop and submit to the MPCA and obtain MPCA approval of a uniform quality assurance program describing how Project Sponsor will assure that the subcontractor activities conducted under this Agreement comply with applicable state laws and with this Agreement. If these activities include the construction, alteration, repair, or maintenance of real or personal property, the uniform quality assurance program must describe the following:
 - (a) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will not be contracted
 - (b) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will be contracted
 - (c) certification methods for materials

The level of inspection and certification provided for contracted and noncontracted construction activities shall be commensurate with the scope and complexity of the construction undertaken.

K. Contracting and oversight of second-tier BMPs (if applicable)

1. If BMPs are to be implemented through Second-Tier loans using funds provided by this Agreement, Loan Sponsor may make the Second-Tier loans after obtaining authorization from Project Sponsor and subject to the following conditions.

2. No Second-Tier loan may charge an interest rate greater than one and a half percent (1.5%) for Second-Tier loans.
3. Loan Sponsor may charge an application or origination fee for Second-Tier loans.
4. No Second-Tier loan may be given for any activity other than those in the approved *Project workplan* and authorized by Project Sponsor as Second-Tier BMPs.
5. Loan Sponsor shall use all principal repayments received on Second-Tier loans to repay the loan made to it under this Agreement.
6. Loan Sponsor shall use any interest earned on principal repayments received under this Agreement and any interest or application fee or origination fee received from persons who receive Second-Tier loans for the following:
 - (a) to pay its documented administrative costs for implementation of the project
 - (b) to defray the costs of delinquencies or defaults on Second-Tier loans or Second-Tier workplan Activities
 - (c) for implementation of any additional approved *Project workplan* activities approved by the MPCA under this Agreement
7. If Loan Sponsor elects to subcontract with one or more financial institutions or other administrators, including Project Sponsor, for the purpose of administering its Second-Tier program, Loan Sponsor shall:
 - (a) comply with all applicable State laws and rules in its selection of subcontractors
 - (b) include in its subcontract terms that: (1) assure the financial institution or other administrators comply with the requirements of this Agreement; (2) make the MPCA a third party beneficiary of its subcontract; and (3) give the MPCA the right to enforce or otherwise seek remedies under the subcontract
 - (c) provide for MPCA review a copy of the subcontract, including a breakdown of compensation to be received by the subcontractor, prior to the execution of the subcontract
 - (d) provide the MPCA with an executed copy of each subcontract within 30 days of the execution of such subcontract
 - (e) retain the right to assign to the MPCA, in regard to performance of this Agreement, the subcontract and any or all rights pursuant thereto
 - (f) be responsible for the satisfactory and timely completion of all work required under each subcontract
 - (g) be responsible for payment of subcontractors
8. *Loan Sponsor* is obligated to repay this loan in full regardless of the existence of default or delinquency of a Second-Tier loan.

L. General duties, responsibilities, and limitations on conduct of joint project sponsor and loan sponsor duties

1. Designation of Project Representatives. Loan Sponsor and Project Sponsor shall each, by resolution of its governing authority, appoint a Project Representative. The Project Representatives shall have the authority to represent them in all matters which, according to the conditions of this Agreement, do not specifically require action by the same parties who executed this Agreement or their successors in office. The MPCA shall consider correspondence from and action on the part of the Project Representatives as representations and actions taken by Loan Sponsor or Project Sponsor. Loan Sponsor and Project Sponsor shall each forward to the MPCA upon execution of this Agreement a certified resolution appointing its Project Representative.
2. Antitrust. Loan Sponsor and Project Sponsor hereby assign to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State.
3. Government Data Practices Act. Loan Sponsor and Project Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn Stat. ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Loan Sponsor and Project Sponsor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Loan Sponsor, the Project Sponsor or the State.
4. If the Loan Sponsor and Project Sponsor receives a request to release the data referred to it in this part, the Loan Sponsor and Project Sponsor must immediately notify the State. The State will give the Loan Sponsor and Project Sponsor instructions concerning the release of the data to the requesting party before the data is released.
5. Workers' Compensation. Loan Sponsor, and Project Sponsor certifies that it is in compliance with Minn Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Loan Sponsor and Project Sponsor 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.
6. Americans with Disabilities Act (ADA) Compliance. In fulfilling the duties and responsibilities of the Agreement, Project Sponsor and Loan Sponsor shall comply with the requirements of P.L. 101-336, Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq., and regulations promulgated pursuant to it.
7. Exclusive use of project funds. The Loan Sponsor and Project Sponsor shall use all MPCA funds disbursed to it under this Agreement exclusively for the purposes described in this Agreement.

8. Loan Sponsor and Project Sponsor accept and agree to comply with all terms, provisions, conditions and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and commitments made by Project Sponsor in its application, accompanying documents and communications filed in support of its request for a loan.
9. Loan Sponsor and Project Sponsor certify that, before any funds provided under this Agreement are disbursed to subcontractors, the terms of the subcontracts will be consistent with the terms of this Agreement.

M. Reports, record maintenance, and audit requirements

1. Reports. Project Sponsor shall make reports as provided in Minn. R. ch. 7076 as it may be amended.
2. Records maintenance. Loan Sponsor and Project Sponsor, subcontractors, and contributing administrators with whom Loan Sponsor enters into agreements to perform any or all of the work required under the terms of this Agreement, shall maintain complete and accurate books, records, and documents according to Generally Accepted Government Accounting Standards (GAGAS). Such books, records, documents, and accounting procedures shall fully disclose the amount and disposition of all loan funds disbursed under this Agreement. Such records shall also account for: disposition of project expenditures; property purchased; program income; documentation of compliance with applicable statutes, regulations, and the conditions of this Agreement. Such records shall be available to authorized representatives of the State, including, but not limited to, the State contracting department and the legislative auditor, for examination and audit and shall be maintained for a minimum of six (6) years after termination of this Agreement. If, during the period when this Agreement is effective or within six (6) years thereafter, Loan Sponsor or Project Sponsor has an independent audit conducted which includes or addresses the activities of this Agreement, a copy of the audit shall be provided to the MPCA.
3. Fiscal controls. Loan Sponsor and Project Sponsor shall establish fiscal controls and accounting procedures that are sufficient to assure proper accounting for payments received, disbursements made and balances at the beginning and end of the accounting period. Loan Sponsor and Project Sponsor shall use accounting, audit and fiscal procedures conforming to GAGAS as these are promulgated by the Governmental Accounting Standards Board. Generally accepted auditing standards are usually defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication "Government Auditing Standards." All accounts shall be established and maintained as separate accounts. Loan Sponsor and Project Sponsor shall expressly require all subcontractors to comply with the provisions of this Section.
4. Single audit. Loan Sponsor and any subrecipient shall be responsible for obtaining audits in accordance with the Single Audit Act of 1984 (31 U.S.C. Sec. 7501-7507); the Single Audit Act Amendments of 1996 (P.L. 104-156); and Federal Agency implementation regulations, including 40 CFR Sec. 31.26. The audits shall be made by an independent auditor in accordance with GAGAS covering financial and compliance audits. Loan Sponsor agrees that the State, the Legislative Auditor, the State Auditor and any independent auditor designated by the State shall have such access to their records and financial statements as may be necessary for them to comply with the Single Audit Act of 1984, as amended, and the most recent revisions of Office of Management and Budget (OMB) Circulars A-128, A-110 or A-133, as applicable. Required audit reports must be filed with the Office of State Auditor, Single Audit Division, and state agencies providing federal assistance within six months of Loan Sponsor or subrecipient's fiscal year end. If a federal cognizant audit agency has been assigned, copies of required audit reports shall be filed with that agency also. Loan Sponsor and Project Sponsor shall require all subrecipients to comply with the provisions of this Section.
5. Audit. Upon request of the MPCA, Loan Sponsor shall provide an independent audit of one or more fiscal years during which Loan Sponsor received and disbursed financial assistance provided to Loan Sponsor according to the conditions of this Agreement for a minimum of six (6) years from the end of this Agreement.

N. General conditions of agreement

1. Liability. The MPCA shall not be held liable for any payment for damages or other relief associated with the implementation of the *Project workplan* or arising under contracts entered into by Loan Sponsor or Project Sponsor with third parties. Loan Sponsor and Project Sponsor must indemnify, save and hold the State, its agents, and employees, harmless from any claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this Agreement by Loan Sponsor or Project Sponsor or their agents, employees or subcontractors. This clause will not be construed to bar any legal remedies the Loan Sponsor or Project Sponsor may have for the State's failure to fulfill its obligations under this Agreement.
2. Environmental Review requirements for Individual Sewage Treatment System (ISTS) replacement or upgrade activities. When the implementation of project activities, as designated in the approved *Project workplan* as amended, includes the upgrade or replacement of ISTS as identified in Minn. R. ch. 7080, an Environmental Review shall be undertaken according to the provisions of Minn. R. ch. 4410. Project Sponsor may seek a categorical exclusion from this requirement under 40 CFR part 35.3140 as provided in (a) or (b) below:
 - (a) Project Sponsor must complete the "Checklist for categorical exclusion from environmental review" and return it to the MPCA. After review of this checklist, the MPCA will determine the project's eligibility for exclusion from further environmental review. If it is determined that the Project does not need further environmental review, a public notice of the determination of a categorical exclusion, in a format provided by the MPCA, must be executed by Project Sponsor. The public notice of categorical exclusion must allow for a minimum of two weeks public comment period, with comments being directed to the MPCA. Project Sponsor must provide the MPCA with proof of that notice.

- (b) If the Project does not meet the checklist requirements in (a), the MPCA will send a letter of determination and instructions for further environmental review. If the MPCA determines that further environmental review is necessary, the Project must comply with those requirements before construction can begin. A copy of all information regarding this process will be kept on file at the MPCA for review by the U.S. Environmental Protection Agency.
3. Amendments. Any amendments or modifications to this Agreement must be in writing and will not be effective until it has been executed by the same parties who executed and approved the original Agreement, or their successors in office. Loan Sponsor and Project Sponsor may undertake minor modifications of the approved *Project workplan* with prior written approval of the MPCA Commissioner. No changes to the tasks, schedules, eligible expenditures, or any other provision in the approved *Project workplan* may be made without the written consent of the MPCA.
 4. State remedies. If there has been a failure to comply with the provisions of this Agreement, the MPCA may exercise any remedies available at law or in equity.
 5. Non-discrimination. During the performance of this Agreement, neither Loan Sponsor nor Project Sponsor shall, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance or disability: (a) discriminate against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; (b) refuse to hire persons seeking employment; (c) discharge an employee; or (d) otherwise exclude any person from access to or participation in this Clean Water Partnership loan. The Loan Sponsor and Project Sponsor shall not contract with subcontractors who are not in compliance with the provisions of this Section.
 6. Governing law, jurisdiction, and venue. Minnesota law, without regard to its choice-of law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
 7. Severability. If a provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.
 8. Effective date. This Agreement shall be effective on the date that the final required signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, subd. 2.
 9. Termination. Except as provided in Part I.4. of this Agreement, this Agreement shall terminate when the MPCA has determined in writing that Loan Sponsor has fully repaid and retired the loan provided to Loan Sponsor according to the terms and conditions of this Agreement.

The State, Loan Sponsor, and Project Sponsor acknowledge their consent to this Agreement and agree to be bound by its terms through their signatures entered below:

1. Project Sponsor and Loan Sponsor:
Vadnais Lake Area Watershed Management Organization
(VLAWMO)

Print name: _____
 Signature: _____
 Title: _____ Date: _____

2. Minnesota Pollution Control Agency
with delegated authority

Print name: _____
 Signature: _____
 Title: _____ Date: _____

3. Minnesota Pollution Control Agency
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: Kurt Syler
J.P. Soule
 Title: Loan Officer Date: 5/3/19
 Purchase order number: 3000023925
 SWIFT ID number: 157204 Tempo AI#192051 PRO20190001

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print name: _____
 Signature: _____
 Title: _____ Date: _____

Attachment 1: Project workplan (in accordance with Part B.2.)
Attachment 2: Estimated repayment schedule (in accordance with Part D.2., H.3., and H.4.)

Attachment 2 - Estimated repayment schedule

VLAWMO Bacteria, Sediment, & Nutrient Reduction Project Clean Water Partnership Project

Principal amount	\$ 400,000
Estimated interest accrued (during project implementation period)	\$ N/A
Total loan balance	\$ 400,000
Term (years)	10
Annual percentage rate	0%
Number of payments	20
Payment amount	\$ 20,000

Year (Semiannual payments)	Payment due date	Payment amount due	Principal amount	Interest N/A	Total loan balance
					\$ 400,000.00
1	12/15/2022	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 380,000.00
2	6/15/2023	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 360,000.00
3	12/15/2023	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 340,000.00
4	6/15/2024	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 320,000.00
5	12/15/2024	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 300,000.00
6	6/15/2025	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 280,000.00
7	12/15/2025	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 260,000.00
8	6/15/2026	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 240,000.00
9	12/15/2026	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 220,000.00
10	6/15/2027	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 200,000.00
11	12/15/2027	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 180,000.00
12	6/15/2028	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 160,000.00
13	12/15/2028	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 140,000.00
14	6/15/2029	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 120,000.00
15	12/15/2029	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 100,000.00
16	6/15/2030	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 80,000.00
17	12/15/2030	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 60,000.00
18	6/15/2031	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 40,000.00
19	12/15/2031	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
20	6/15/2032	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -



Purchase Order



Pollution Control Agency Watershed Division

Dispatch Via Phone

Purchase Order R3201-3000023925	Date 05/03/2019	Revision	Page 1 of 1
Payment Terms Net 30	Freight Terms FOB Destination, Prepd & Allow	Ship Via Ground	Event ID
Buyer Joan Helen Schepers	Phone	Currency USD	Agency Reference Soular, Kurt

Vendor:
0000209380
VADNAIS LAKE AREA WATER MGMT
800 E COUNTY RD E
VADNAIS HEIGHTS MN 55127
United States

Ship To:
MPCA WATERSHED DIVISION
520 LAFAYETTE RD N
ST PAUL MN 55155-4194
United States

Attention:
Not Specified

Bill To:
MPCA OPS ACCOUNTS PAYABLE
520 LAFAYETTE RD N
ST PAUL MN 55155-4194
United States

Line - Sch	Item/Description Mfg Itm ID	Tax Exempt ID: Manufacturer Name	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Clean Water Partnership Project # SRF0319 FY2019 Contract # 157204		1.0000	LO	400000.0000 0	400000.00	05/03/2019

contact : Kurt Soular 651-757-2748

Schedule Total	400000.00
Item Total	400000.00
Total PO Amount	400000.00

1. Show the purchase order number on invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. DO NOT COLLECT SALES TAX on this order unless instructed to do so on this Purchase Order or the solicitation document. Effective July 1, 1995, Minnesota State agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. The Department of Revenue does not require State agencies to complete the ST3 Form with this order.
6. Payment terms are Net 30 unless a discount is offered for early payment.

Issuer certifies that funds have been encumbered and appropriate approvals have been obtained.

Issued By:
Joan Helen Schepers



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

To: Board of Directors

From: Brian Corcoran

Date: August 28, 2019

Re: V. B. Goose Lake request to conduct follow-up fish survey

VLAWMO conducted bullhead removal in 2013 and 2014 on Goose Lake. Bullheads feed by rooting in the sediment, causing disturbance and mixing phosphorus actively into the water column, where it stimulates algal growth. Bullheads were not eradicated from the lake. Population abundance was reduced by 75%. A follow-up survey in 2017 showed that bullhead population levels were sustained following removal and remained at reduced density in the lake (i.e., 80 fish per trapnet in 2012 versus 22 fish per trapnet in 2017).

A follow-up survey would provide important information for the upcoming alum treatment in East Goose Lake. Steve McComas from Blue Water Science provided a quote of \$3,600 to conduct the survey. He may still have time in his schedule to do the survey during fall 2019. Conducting a follow-up fish survey in East Goose Lake is recommended by the TEC.

Recommendation: We request that the Board authorize VLAWMO to go forward and hire Blue Water Science to conduct a fish survey in East Goose Lake during fall 2019, if possible. If scheduling does not permit, the survey would be moved to spring 2020.



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

To: Board of Directors
From: Dawn Tanner & Stephanie McNamara
Date: August 28, 2019

Re: V. B. 2. Goose Lake formal recommendation to the City of White Bear Lake

VLWAMO is preparing to submit the proposal for grant funding to conduct an alum treatment in Goose Lake. The proposal will be submitted by Sept. 9, 2019.

To support the maximum efficacy of the alum treatment, a range of limitation for recreational activity have been discussed. The City of White Bear Lake is preparing to take the issue to the City Council and draft an ordinance. The City has requested a formal recommendation from the VLAWMO Board of Directors to specify limitations and timeframe of such limitations going forward.

A draft formal recommendation to the City of White Bear Lake was sent to the VLAWMO Board in advance of this meeting. The draft is also included in the packet. Staff request that the Board discuss the proposed formal recommendation, accept or revise during the Board meeting, and authorize providing a formal recommendation with regard to activity on East Goose Lake following the alum treatment for the next Council meeting.

Recommendation: We request that the Board discuss, accept or revise, and authorize providing a formal recommendation to the City of White Bear Lake specifying allowable activity on the lake following an alum treatment.

VLAWMO Board Memo to the City of White Bear Lake

Date: August 28, 2019

Re: Goose Lake recommendations and draft language for use in establishing an ordinance to maximize effectiveness of proposed alum treatment

The City of White Bear Lake and Vadnais Lake Area Water Management Organization (VLAWMO) seek to improve water quality in East Goose Lake such that it is possible to remove it from the Impaired Waters List. The VLAWMO Board formally recommends using best practices to maximize alum-treatment results. We request support of these best practices through an established motorized-boat activity ordinance by the City of White Bear Lake. Recommendations have been determined using best-available science and include timing of treatments and specifications for motorized boat limitations.

More information and documentation are available on the East Goose Lake page on the VLAWMO website: <http://www.vlawmo.org/news/blog/goose-lake-alum-science-review/>

Restrictions:

To maintain pH levels in the lake, the full alum dose will likely need to be applied over 2 years with a rest year in-between, for a total of 3 years. The specific timeframe will need to be adjusted if funding is not approved as part of the current grant round with the Board of Water and Soil Resources. Pending funding, we propose:

- Fall 2020: Initial partial dose alum treatment. No motorized boating starting immediately post-treatment on East Goose Lake.
- Calendar year 2021: No motorized boating on East Goose Lake
- Spring 2022: Remaining alum dose treatment
- Summer/Fall 2022: No motorized boating on East Goose Lake

- Beyond 2022, we see 3 possible options:
 1. No motorized boating
 2. Re-evaluate based on monitoring data collected to determine if motorized boating should be allowed to resume with trolling motors ≤ 10 HP
 3. Motorized boating allowed with trolling motors ≤ 10 HP

- In all 3 scenarios, VLAWMO will continue monitoring and share Phosphorus (P) results with the City and other stakeholders via the VLAWMO website. Boating and water skiing will be allowed to continue on West Goose Lake.

Findings and Purpose:

An alum treatment is an effective and expensive (~\$170,000 for East Goose Lake) in-lake treatment to bind phosphorus and improve water quality. Though the cost may seem high, alum

treatments are 50 times more effective in P removed per dollar spent when compared to structural BMPs in urban settings (Brattebo *et al.* 2017). The proposed alum treatment has the potential to improve property values. Lake eutrophication decreases property and recreational value of lakes. Zamparas & Zacharias (2014) estimated \$2.2 billion per year is lost due to eutrophication. Numbers were calculated for 2009; this is equivalent to \$2.6 billion in 2019. Greatest losses were from lakefront property values.

Phosphorus (P) is the key nutrient in fresh-water systems that leads to high algal growth and low water quality. P binds to sediment and is washed into lakes and streams in stormwater. Alum treatments are especially effective in improving lakes with internal loading, which has accumulated through time often due to high historical nutrient additions. Internal loading is caused by high P levels in the sediment that are released during anoxic conditions. Goose Lake was the receiving body of water for wastewater discharge from the 1930s through the late 1960s. This historical input, combined with continued subwatershed inputs in stormwater, has created the high internal-load situation and nutrient impairment that we seek to address.

Sediment cores were used to determine the extent of internal loading in East Goose Lake. Results showed that internal loading in East Goose Lake is 88%. External load is also being reduced through efforts with the City of White Bear Lake and VLAWMO; external load is 11%. A reduction of external load is warranted but does not have the potential to improve East Goose Lake to the point that it would meet state standards without addressing the accumulated internal load. In addition to external load reductions, 16,000 pounds of bullhead were removed (see below). P levels improved following rough fish removal. Even with improvement, P levels remain at three times the state standard (State standard = 60 µg/mL).

Maintaining pH of the lake during an alum treatment is critical to health of the system. Alum treatments in shallow lakes are usually administered over the period of a couple of years to maintain safe pH levels and add sufficient alum to bind available P. The amount of alum to add is calculated through modeling, and dosage is lake specific.

Alum treatments work by binding with P in the sediment and water column and deactivating it. Phosphorus binds with aluminum (Al) sulphate to form aluminum hydroxides. Aluminum hydroxides are not reactive during low oxygen conditions at the bottom of the lake and do not release bound P. When an alum treatment is applied, a precipitate is initially formed called an Al floc. Floc is light and fluffy at first and can be easily resuspended into the system. Allowing floc to stabilize and a biofilm to form over the top prevents mixing bound P back into the water column and extends the effective life of the alum treatment. A period of 2-4 months is required to allow the floc to form, compress, and a biofilm to form over the top in optimal conditions (Egemose *et al.* 2009). The time required is extended during in cold temperatures, outside of the growing season. Even with a biofilm present, minimizing disruption of the sediment is recommended.

Motorized boating is an activity that disturbs bottom sediments. Turbulence from propeller wash extends below the boat (4-6 feet below the propeller for overall depths down to 10 feet) (Asplund 2009; Gucinski 1982). Declines are most pronounced in shallow lakes. East Goose Lake is a shallow lake with a maximum depth of 7.4 feet. Effectiveness of alum treatments depends upon dose and bioturbation/disruption of sediment (Steinman *et al.* 2018). We recognize findings of peer-reviewed research and white papers.

We also recognize that:

- High algal growth prevents healthy plant growth that would help maintain a clear water system,
- East Goose Lake is nearly devoid of plants because it is dominated by algae,
- High algal growth in East Goose Lake includes cyanobacteria--the source of potentially harmful algal blooms,
- Property values are negatively affected by lakes dominated by algae blooms,
- And that East Goose Lake is priority for remediation in the City of White Bear Lake and the Vadnais Lake Area Watershed.

Efforts to Date:

- VLAWMO worked with Blue Water Science to conduct fish surveys in 2012 and 2017. The high density of bullheads was deemed a potential problem for an alum treatment because these fish feed by disrupting the bottom. Note: Bullheads do not disrupt the bottom to the extent that Common carp do. Common carp are not present in Goose Lake.
- VLAWMO hired and participated in bullhead harvests on East and West Goose Lakes during 2014 and 2015; 16,000 pounds of bullhead were removed. The 2017 fish survey showed that results of harvests were sustained, and bullheads remained reduced by 75% from 2012 levels. VLAWMO is considering a follow-up fish survey for Fall 2019.
- VLAWMO worked with Barr Engineering to conduct a feasibility study for East Goose Lake. That study included modeling and sediment cores to determine P content and source distribution. The study showed that internal loading is extremely high in East Goose Lake (88%) and recommended an alum treatment as the most effective option to improve the lake. The report is available on the VLAWMO website.
- Ramsey County Soil and Water Conservation Division conducted a vegetation survey in 2014 and followed-up to detect changes in 2019. In 2019, RCSWCD delineated Curly-leaf pondweed, an invasive species found in East and West Goose Lakes. Delineation was requested by MN DNR to inform future plant-management efforts. A healthy shallow lake should have an established plant community and low algae cover. High algae density prevents light penetration through the water column, and plants are unable to establish. In the 2019 survey, aquatic plants were only found at 10 of 116 points. All points with plants were in West Goose Lake. No plants were documented at survey locations in East Goose Lake. Algae abundance was high and included cyanobacteria, which is potentially dangerous to pets and humans. The report is available on the VLAWMO website.
- VLAWMO conducted a literature review to update scientific understanding regarding alum treatments and best practices. That presentation was recorded on June 26, 2019, and made available to the City of White Bear Lake. The recording is available on the VLAWMO website.
- The City of White Bear Lake, working with VLAWMO, seeks to improve water quality, support native plant diversity, control invasive species, and continue to allow use of West Goose Lake for water skiing.

References:

Asplund, T. 2009. *Public testimony for information relative to 2009 Senate Bill 12, pertaining to operation of motorboats at slow-no-wake speeds within a given distance of the shoreline of a lake*. 20 pp.

Brattebo, S.K., E.B. Welch, H.L. Gibbons, M.K. Burghdoff, G.N. Williams, and J.L. Oden., 2017. Effectiveness of alum in a hypereutrophic lake with substantial external loading. *Lake and Reservoir Management*. 33: 108-118.

Egemoose, S., G. Wauer, A. Kleeberg. 2009. Resuspension behavior of aluminium treated lake sediments: effects of ageing and pH. *Hydrobiologia*. 636: 203-217.

Gucinski, H. 1982. *Sediment suspension and resuspension from small-craft induced turbulence*. U.S. EPA Chesapeake Bay Program, Annapolis MD. EPA 600/3-82-084. 61 pp.

Steinman, A.D., M.C. Hassett, M. Oudsema, and R. Rediske, 2018. Alum efficacy 11 years following treatment: phosphorus and macroinvertebrates. *Lake and Reservoir Management*. 34: 167-181.

Zamparas, M. and I. Zacharias, 2014. Restoration of eutrophic freshwater by managing internal nutrient loads. *Science of the Total Environment*. 496: 551-562.



To: VLAWMO Board of Directors
From: Dawn Tanner, Brian Corcoran, & Tyler Thompson
Date: August 28, 2019
Re: V. C. Wetlands

1. Vadnais-Sucker Park RFP

Vadnais/Sucker Park will be Phase I in this multi-year project and will move through the rest of the watershed through separate phases. Area to be assessed in Phase I is about 1200 acres and includes Vadnais Lake and Sucker Lake. VLAWMO is looking for a Level 2 delineation of all wetlands within the park area along with MNRAM assessment of those wetlands. Full boundaries and type of all identified wetlands as well as shape files of that data.

As part of this updated wetland assessment VLAWMO is also requesting that areas be identified that may be opportunities for restoration as well as identification of rare/endangered vegetation communities.

Proposals for phase I will be ready for consideration at the October BOD meeting. RFP's are out.

2. Wetland monitoring cameras and amphibians

10 possible frog and toad species were identified as having possible presence in the watershed. During evening surveys, starting 30 min. after sunset, from April 15-July 10, 8 species were detected: Wood frog, Cope's gray treefrog, Gray treefrog, Green frog, American toad, Spring peeper, Boreal chorus frog, and Northern leopard frog. Spring peepers have been documented to be declining in the metro area, thought to be a result of development of ephemeral wooded wetlands. We heard strong Spring peeper choruses, especially in North Oaks and notably in mitigation wetlands. We heard weak choruses or did not detect Spring peepers in other parts of the watershed. This is a species to watch and may help VLAWMO identify wetland areas for restoration.

Of the 10 possible species identified, we did not detect Mink frogs. Mink frogs are found in Lino Lakes and other parts of Anoka County. They are not reported as far south as Amelia Lake. If we detected Mink frogs, it could indicate a range expansion and would be useful information for habitat quality. This is a species to continue to listen for in the future. We also did not detect Bullfrogs. Bullfrogs are only native to the extreme SE part of MN (and farther south in the U.S.). They were widely transported and released by humans and have been reported in the Metro. Bullfrogs are large frogs, and their range expansion has been problematic for other species of Anurans. We were happy to not detect Bullfrogs during the 2019 survey.

Data layers and final reports for remote cameras and frog and toad call surveys will be compiled during fall 2019 and made available on the VLAWMO website.

3. Wetland health and compiling data layers

We have obtained a license from MN DNR for species of concern in our watershed. These data are officially part of the Natural Heritage Information System (NHIS). Layers will be treated confidentially and used for our management/conservation efforts. We are authorized to use these data for 2 years, then will need to renew our request. These layers will not be incorporated into online GIS tools at any time. A copy of the license is included in the packet. Data layers should have been received by the time of the Board meeting.

4. Yellow iris removal permit request

We surveyed and mapped invasive Yellow iris lotions on Deep Lake. MN DNR is supportive of our efforts to

identify Yellow iris and work to remove this species. The TEC also recommends having VLAWMO pursue a removal permit to the Board. We would conduct Yellow iris removal with either a small group of interns or a team of volunteers, continuing to partner with NOHOA.

Staff and TEC recommend that the Board support VLAWMO applying for a removal permit for Yellow iris and pursuing removal in partnership with North Oaks during 2020.

5. Flowering rush update

Flowering rush is an AIS reported on Amelia Lake previously. Reports are quite old but were confirmed by USGS and MN DNR. Staff surveyed Amelia for Flowering rush. None was detected. CWMA advises us to resurvey next year during June or July to determine if the report was inaccurate or if Flowering rush is no longer present.

6. Proposed otter project

Otters are indicators of water and habitat quality. They are apex predators. They also bioaccumulate environmental toxins including heavy metals. Dawn will present a short PPT on remote-camera efforts so far and what we have learned about otters in our watershed. Dawn will also present a proposed project partnering with the University of Minnesota, MN DNR, MN Zoo, and others to conduct live trapping and telemetry activities to learn more about critical wetland habitat areas. The TEC recommends supporting this new project to the Board.

Staff and TEC recommend that the Board support the otter live trapping and telemetry project partnering with University of Minnesota veterinarians, FWCB students, MN DNR, the MN Zoo, and others to study otter habitat and health in the watershed. This project includes possible funding (small grants) in partnership with the MN Zoo and others.

164325

LA 975 - LIMITED LICENSE TO USE COPYRIGHTED MATERIAL

This LICENSE is issued by the State of Minnesota, by and through its Department of Natural Resources, hereinafter referred to as the "DNR", as licensor, to:

LICENSEE: Vadnais Lake Area Water Management Organization
 800 East County Road E
 Vadnais Heights, MN 55127

License Coordinator:
Dawn Tanner, Program Development Coordinator

The DNR hereby grants to the LICENSEE a non-exclusive, paid up, non-transferrable (except to such sublicensees as authorized herein), limited LICENSE to use the database described in Section 1 of this LICENSE. This database is voluntarily provided to the LICENSEE upon the following terms and conditions:

1. Licensed Material

- A. The DNR's proprietary Natural Heritage Information System consists of electronic data of rare feature locations (endangered, threatened, special concern plants and animals, native plant communities, animal aggregation sites, and geological features and processes) and associated metadata collected within the state of Minnesota. The LICENSEE is licensed to use the following subset of the Natural Heritage Information System: Distributed Rare Features Data and Mussel Survey Site Data within the Vadnais Lake Area watershed. Said subset, including any portions thereof, are hereinafter referred to as "RARE FEATURES DATA," and is considered "specific location data" under *Minnesota Statutes*, section 84.0872. The RARE FEATURES DATA is also of economic and commercial value, and is deemed by the DNR to be trade secret information under the federal Freedom of Information Act.
- B. The RARE FEATURES DATA will be delivered to the LICENSEE in the following formats:
 - 1) Distributed Rare Features Data Polygon Shapefile – In this shapefile the rare features are represented as polygons that incorporate the extent or uncertainty of the location of the rare feature.
 - 2) Distributed Rare Features Data Point Shapefile – This shapefile represents the center point of each polygon in the Polygon Shapefile. This shapefile should only be used in conjunction with the Polygon Shapefile to aid in the labeling of polygons. The use of the Point Shapefile as a stand-alone layer may produce misleading results and inaccurate interpretation of the RARE FEATURES DATA.
 - 3) Mussel Survey Site Data Point Shapefile – The points in this shapefile represent areas that have been surveyed for mussels by the DNR. The data include records of common and rare mussel species found during these DNR surveys. It does not include data from other sources.

2. Restrictions on Use

- A. The RARE FEATURES DATA shall be used by the LICENSEE only to inform conservation planning, site assessments, survey or monitoring activities, or natural resources management. No other use shall be made of the RARE FEATURES DATA, except with prior written permission of the DNR.
- B. Access to the RARE FEATURES DATA shall only be granted to employees of the LICENSEE, and employees of the sublicensee(s) identified in Section 4, who have viewed the NHIS External Training PowerPoint Presentation, which will be delivered with the data.
- C. The LICENSEE shall not edit the RARE FEATURES DATA, except to add or delete fields.
- D. The RARE FEATURES DATA or derivative data shall not be used in any webpage application. Products, for the purpose of this LICENSE, are hereinafter defined as and include hard-copy or digital versions of studies, summaries, reports, maps, proposals, plans, analyses, interpretations, derivative works, and compilations containing data from the RARE FEATURES DATA.

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- 1) The identity of the species shall be masked by using an identifier more general than the species' scientific genus or common name. For example, use of the term "rare species" would be preferable, or
- 2) The specific location of the species shall be masked by using either a text description that is precise to no more than the section, or a map that depicts each rare feature as a polygon that is no less than one square mile.

Exception to this restriction will be allowed when providing information to landowners about features which occur on or directly adjacent to their own land, if the provision of the information will promote protection of the resource.

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The LICENSEE may not assign, delegate, sublicense or otherwise transfer this LICENSE or any rights or obligations under this LICENSE to any other party, except with the prior written consent of the DNR. This LICENSE shall be binding upon the LICENSEE's respective contractors, sublicensees, assignees, and transferees.

4. Access to and Transfer of the Data

The LICENSEE shall not permit access to the RARE FEATURES DATA by any other party, nor transfer the RARE FEATURES DATA to any other party or location, without prior written consent of the DNR. Any requests for access to or use of the RARE FEATURES DATA should be referred directly to the DNR.

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The LICENSEE must comply with the *Minnesota Statutes*, chapter 13, as it applies to all data collected, received, stored, used, maintained, or disseminated by the LICENSEE in accordance with this LICENSE. The civil remedies of *Minnesota Statutes*, section 13.08, apply to the release of the RARE FEATURES DATA by either the LICENSEE or the DNR.

5. License Location

The LICENSEE may use the RARE FEATURES DATA, subject to the restrictions contained in this LICENSE, only on the LICENSEE's secure computer facilities located at 800 East County Road E, Vadnais Heights, MN 55127. Access to the RARE FEATURES DATA must be limited to individuals who meet the requirement(s) identified in Section 2B of this LICENSE.

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The LICENSEE shall protect the DNR's copyright interest in the RARE FEATURES DATA by including in any Product an appropriate copyright notice in the name of the DNR or the LICENSEE. The copyright notice shall state "Copyright (year) (name)" or a substantially similar copyright notice. (For example, "Copyright 2019 State of Minnesota, Department of Natural Resources".) The LICENSEE shall cooperate with the DNR in enforcing any infringement of copyright for Products produced by the LICENSEE under this LICENSE.

7. Acknowledgement

The LICENSEE, when using the RARE FEATURES DATA, shall acknowledge DNR's Division of Ecological and Water Resources as the source of the information. This shall be done by printing the following or a substantially equivalent statement on any Product containing the RARE FEATURES DATA:

Data included here were provided by the Division of Ecological and Water Resources, Minnesota Department of Natural Resources (DNR), and were current as of (*date delivered*). These data are not based on an exhaustive inventory of the state. The lack of data for any geographic area shall not be construed to mean that no significant features are present.

8. DNR Logos

This LICENSE does not authorize the LICENSEE to use DNR logos, trademarks or other identification marks or symbols, except with the prior written consent of the DNR.

9. Endorsement of Products

The LICENSEE shall not state or imply that the DNR endorses, approves, or is responsible for any Product derived by the LICENSEE from the RARE FEATURES DATA, unless the DNR provides express written consent prior to release of the Product.

10. Data Updates and Termination of Agreement

- A. The LICENSEE is entitled to request an updated RARE FEATURES DATA on or near the one-year anniversary of this LICENSE. The DNR will attempt to provide the LICENSEE an updated RARE FEATURES DATA, subject to the availability of staff and funds. The LICENSEE agrees to use this updated RARE FEATURES DATA, if provided by the DNR, to replace the current dataset on any computer on which it resides within two weeks of receipt.
- B. This LICENSE is granted for two years and shall terminate on the anniversary of the date of the final required signature on page 5.
- C. Upon termination of this LICENSE, the LICENSEE shall purge the RARE FEATURES DATA from any computer or storage medium on which it resided, including those of any sublicensees to the extent authorized by applicable law.

- D. Either party may terminate, without cause, this LICENSE thirty (30) days after providing written notice to the other party at any time.

11. Disclaimer

THE RARE FEATURES DATA IS MADE AVAILABLE ON AN "AS IS" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY SORT INCLUDING, SPECIFICALLY, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES RELATING TO THE ACCURACY OR COMPLETENESS OF THE RARE FEATURES DATA.

12. Products Produced

The LICENSEE shall notify DNR of any significant Product produced using all or part of the RARE FEATURES DATA, and at DNR's request, provide one copy of any such Product produced, free of charge to the State Representative (identified in Section 14).

13. Notification to the DNR

The LICENSEE shall notify the State Representative identified in Section 14 of any activities or actions that have the potential to impact state-listed threatened or endangered species. Minnesota's endangered species law (Minnesota Statutes, section 84.0895) and associated rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the taking of threatened or endangered species without a permit.

The LICENSEE shall notify the State Representative identified in Section 14 in writing of any errors found, any new data obtained, or any other needed corrections or modifications to the RARE FEATURES DATA. Notification shall take place a minimum of two times, once before the data update and again just prior to the expiration of the LICENSE. The LICENSEE hereby grants to DNR a perpetual, irrevocable, non-exclusive, royalty-free LICENSE to use said data.

14. State Representative

Questions regarding the administration of this LICENSE or use of the RARE FEATURES DATA should be referred to:

Lisa Joyal, NHIS Data Distribution Coordinator
Division of Ecological and Water Resources
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155
Phone: 651-259-5109
E-mail: lisa.joyal@state.mn.us

15. Venue and Jurisdiction

This LICENSE shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this LICENSE, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Other Applicable Laws and Severability

Nothing herein shall be construed to violate any Federal or State law or regulation. If a provision of this LICENSE is found by administrative proceedings or a court of proper jurisdiction to be in violation of Federal or State law or regulation, this LICENSE shall be immediately terminated, unless DNR gives the LICENSEE written notice that this LICENSE is not terminated.

17. State Audits

The books, records, documents, and accounting procedures and practices of the LICENSEE relevant to this LICENSE shall be subject to examination by the DNR and state and legislative auditors, and shall be kept by the LICENSEE for a minimum of six (6) years after the expiration or termination of this LICENSE.

18. Authorization

The persons executing this LICENSE for the LICENSEE represent and warrant that they are duly authorized to execute this LICENSE on behalf of the requesting party or entity, and to legally bind the LICENSEES.

19. Consideration of Payment

There are no fees associated with this LICENSE.

IN WITNESS WHEREOF, the parties have caused this LICENSE to be duly executed intending to be legally bound thereby.

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION, LICENSEE

By: 
Dawn Tanner

Title: Program Development Coordinator

Date: 8/9/2019

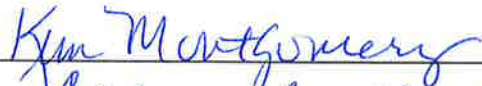
STATE OF MINNESOTA, DEPARTMENT OF NATURAL RESOURCES

By: 
Steve Colvin

Title: Director, Division of Ecological and Water Resources

Date: 8/9/19

STATE OF MINNESOTA, DEPARTMENT OF ADMINISTRATION

By: 

Title: Contract Coordinator

Date: 8/12/19

**164325
8-6-2019
FB**



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

To: Board of Directors

From: Dawn Tanner

Date: August 28, 2019

Re: **V. C. 2. Vegetation trainings, workshops offered, and summer intern**

2. Dawn has been attending vegetation trainings over the summer to help inform survey, restoration, and invasive species management efforts. She attended 4 free MN DNR trainings around the state and 1 submerged vegetation training that was put on by MN DNR and UMN Extension. She became a certified aquatic vegetation surveyor as part of that training and has been practicing those new skills.

Dawn presented an aquatic vegetation demo/workshop at Birch Rotary Park on Aug. 6 and has another planned for Sept. 12 in North Oaks.

Dawn has also been working with our summer intern, her daughter Zosh, on education projects. Zosh helped build a teaching collection for macroinvertebrates, used previously collected specimens to organize and build teaching displays on dragonflies and damselflies, helped survey Amelia Lake for Flowering rush, presented her summer work to the TEC on Aug. 9, and got a chance to go out and do some electroshocking with the Carp crew. Staff would like to consider using interns especially for restoration efforts and invasive species control in the future.



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

To: VLAWMO Board of Directors

From: Tyler Thompson

Date: August 23, 2019

Re: V. D. Birch Lake Contractor for 4th & Otter project bid consideration

After several rounds of plan set design iterations reflecting comments from the City of White Bear Lake, Ramsey County, and VLAWMO staff, Barr Engineering has produced the final plan set and bid documents. The project was put out for bid on August 14th and closes at the bid opening meeting time scheduled for 10:00 am on Tuesday, August 27th at the Vadnais Heights City Hall. Upon opening, Barr Engineering and VLAWMO staff will review bids, and Barr will provide its professional recommendation for contractor selection based upon lowest responsible bidder. Staff will be recommending its selection for contractor the night of the August Board meeting.

Thanks to help from Molly Churchich from Ramsey County, the Operations & Maintenance agreement is coming along well, with input and change direction from the City, County, and VLAWMO staff. It's coming close to finalization and is expected to be complete this early fall.

Recommendation: Staff will be recommending a contractor for construction of the 4th & Otter iron-enhanced sand filter at the August 28th Board meeting

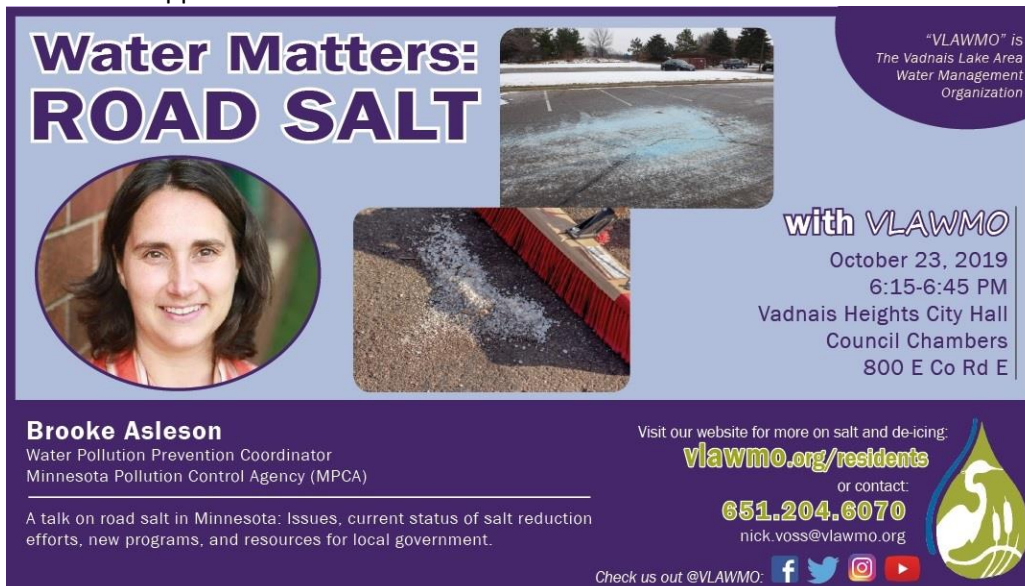
To: Board of Directors
From: Nick Voss
Date: August 28, 2019
Re: V. E. 1, 2, 3 Education topics

1. The **annual Road Salt Symposium** is being held at Jimmy's Event Center on October 24th. This popular event draws public and private professionals from across the metro for updates on winter maintenance and de-icer research. VLAWMO supports a sponsorship of \$2,500 to support this event and take advantage of it being so close to its stakeholders. VLAWMO encourages attendance among the TEC, BOD, and member cities. Sponsorship funds are available from the Education and Outreach Budget, which has a special line item for MS4 engagement. These funds are more available this year due to VLAWMO being able to collaborate with other watersheds for technical staff training events (smart salting, turf management, etc.)

Recommendation: Staff recommends the Board endorse the Freshwater Foundation Annual Road Salt Symposium at the Stewardship level.

2. The **Community Blue Creative Landscaping project is approaching completion**. The public tour was held on August 24th and the landscaping is now complete. Homeowners Ceci and Ed Shapland paid ~700 of personal funds, while both Community Blue and LL1 provided grant funds. Future guidelines for cost provisions on Community Blue grants pertaining to Master Water Stewards projects are currently being sent to policy and personnel.

3. **Brooke Asleson of the MPCA** will be joining us for a mini-talk in the Water Matters Series. Her talk will cover the latest efforts on chloride reduction on the MPCA including how local municipalities can be aware and support the metro-wide effort to reduce salt use.



**Water Matters:
ROAD SALT**






"VLAWMO" is
The Vadnais Lake Area
Water Management
Organization

with VLAWMO
October 23, 2019
6:15-6:45 PM
Vadnais Heights City Hall
Council Chambers
800 E Co Rd E

Brooke Asleson
Water Pollution Prevention Coordinator
Minnesota Pollution Control Agency (MPCA)

Visit our website for more on salt and de-icing:
vlawmo.org/residents
or contact:
651.204.6070
nick.voss@vlawmo.org

A talk on road salt in Minnesota: Issues, current status of salt reduction efforts, new programs, and resources for local government.

Check us out @VLAWMO:     



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

To: VLAWMO Board of Directors

From: Tyler Thompson

Date: August 23, 2019

Re: V. F. Landscape Level 2, Matuzak on Koehler, VH

Staff has been working with a property owner since this spring to remedy water issues in their yard. The Matuzak property in Vadnais Heights takes water from 9 properties, totaling 2 acres, and exhibits high water flow during storm events. The front yard of the property has one main storm sewer inlet that takes the majority of this water and is routed directly to Lambert Creek, making this a priority drainage area for targeted BMPs.

The homeowner contacted Outdoor Lab for consultation and site design for a project that would eliminate 450 sq ft for impervious surface, create a raingarden, infiltration depression, a native-planted berm routing to a native-planted section in their front yard. The total project cost estimate is \$15,931, and the applicant is requesting the full 75% in funding for a total of \$11,928. The TEC recommended the project for funding approval from the Board at their August 9th meeting.

As final plans propose, this design would eliminate 226,000 gallons per year from entering the Creek, with total phosphorus reductions just over ½ lb per year, and TSS reductions over 100 lbs annually.

Recommendation: Staff is recommending approval at the LL2 2019-01 grant application in the amount of \$11,928.



Vadnais Lake Area Water
Management Organization
800 East County Rd E
Vadnais Heights, MN 55127
www.vlawmo.org
(651) 204-6070

LANDSCAPE LEVEL 2 GRANT APPLICATION FORM

Please submit form and required materials
to: TYLER THOMPSON
tyler.thompson@vlawmo.org
(651) 204-6071

Please fill in the application as best as possible and use additional pages if necessary. Refer to the Grant Guidance document for further information or contact Tyler Thompson with any questions.

APPLICANT INFORMATION

ORGANIZATION NAME: _____

CONTACT PERSON: Joel Matuzak

ADDRESS: 363 Koehler Road CITY: Vadnais Heights ZIP: 55127

PHONE: 651-214-9492 EMAIL: joelmatuzak@me.com

PROJECT SUMMARY

ESTIMATED TOTAL COST OF YOUR PROJECT: \$ 15,931 AMOUNT OF GRANT REQUESTED: \$ 11,928

AMOUNT & SOURCE OF MATCHING FUNDS?
(25% MATCH REQUIRED): \$4,003 from homeowner

WHEN DO YOU PLAN TO COMPLETE YOUR PROJECT? Spring 2020

TYPE OF PROJECT THAT WILL BE COMPLETED:

Raingarden/
Infiltration Basin Shoreline Restoration Native Plant Restoration Other

If other, please describe proposed project:

Implementation of drainage berm, rain garden/dry creek bed, depression infiltration basin and native plantings.

PROJECT BACKGROUND

DESCRIBE YOUR PROPERTY (INCLUDING WATER RESOURCES WHICH MAY BORDER THE PROPERTY), AND WHAT ISSUE YOU HOPE TO ADDRESS WITH THIS PROJECT.

Our property is a single family home that borders the nature preserve. There is runoff from 9 homes, including our own, that drains via storm sewer into Lambert Creek on the west and east side of our property. The large raingarden/dry creek bed will treat and infiltrate this runoff, the native planting berm and fescue grass will replace existing impervious surface and direct drainage to the front yard native planting.

WHAT RESULTS DO YOU HOPE TO ACHIEVE WITH THIS PROJECT?

This project will reduce and treat stormwater from 9 properties that currently flows to Lambert Creek by way of the City storm sewer. The project will keep more runoff on-site, treating and reducing outflow during storm events, and moving treatment & infiltration more towards predevelopment conditions.

HOW WILL THIS PROJECT BE USED TO EDUCATE THE PUBLIC ABOUT GOOD WATER RESOURCE STEWARDSHIP?

In our home we are conscious about our use of energy and protection of the environment. We will show that homeowners can alter developed conditions via BMPs to mitigate stormwater on their properties. We are open to education tours and visits to the site to encourage other homeowners to incorporate similar BMP projects on their properties.

PLEASE LIST OTHER PARTNERS WHO ARE PROVIDING FUNDING OR OTHER FORMS OF SUPPORT.

N/A

PROJECT SPECIFICATIONS

In order to be considered for a LL2 grant, information regarding the water quality benefit of your project (amount of stormwater and phosphorus captured) must be included. If you are working with a professional designer/contractor and they are able to determine the pollutant capture, include that information with the application. If they are not able to provide the data, please fill in the information below so that VLAWMO staff can perform the calculations.

TOTAL PROPERTY AREA (SQ.FT.): 21,000 PROJECT SIZE (SQ.FT.): 2,750

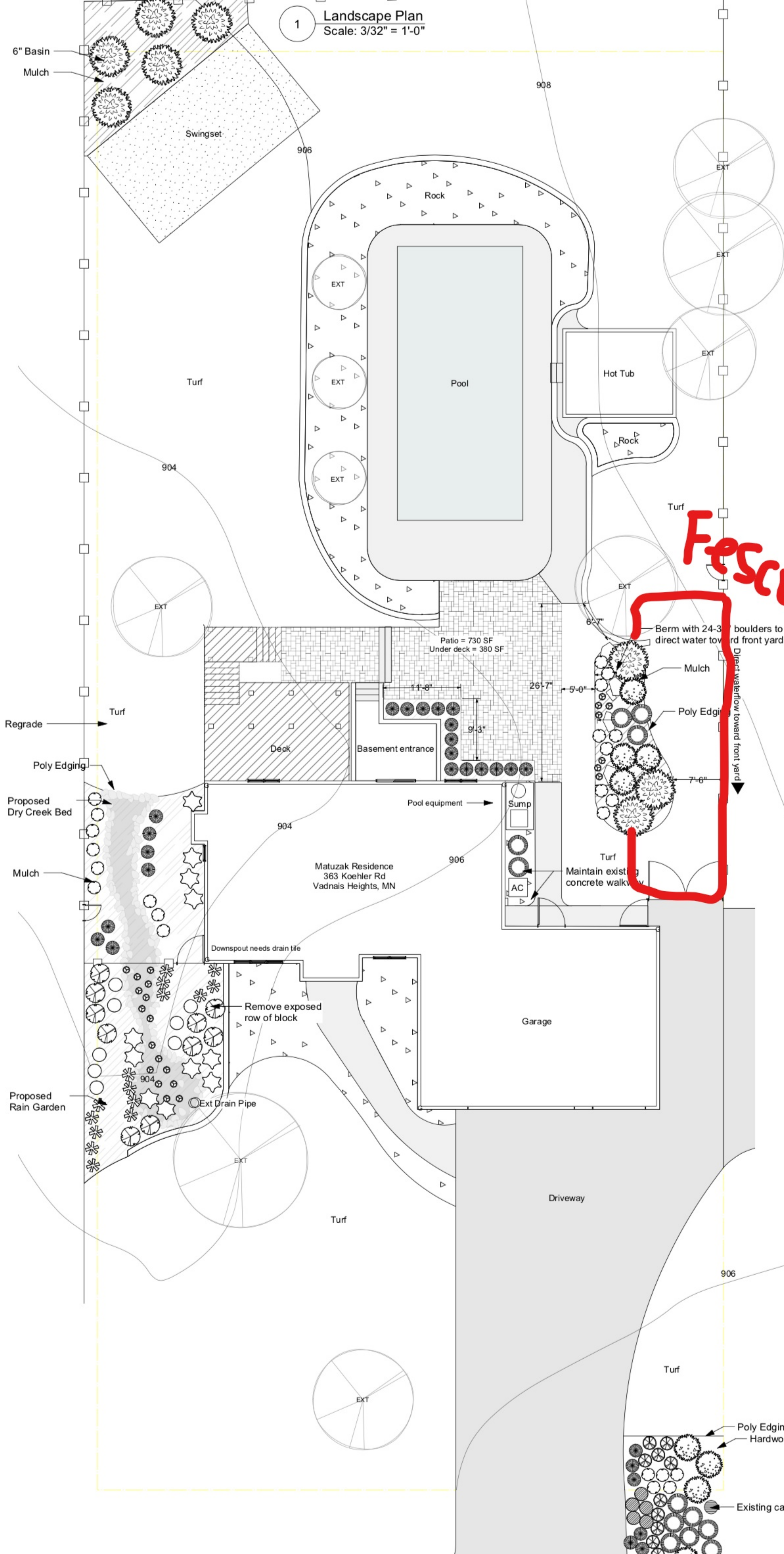
IMPERVIOUS AREA DRAINING TO PROJECT (SQ.FT.): 10,500 PERVIOUS AREA DRAINING TO PROJECT (SQ.FT.): 49,380

IF YOUR PROJECT IS A RAINGARDEN, PLEASE PROVIDE THE FOLLOWING INFORMATION

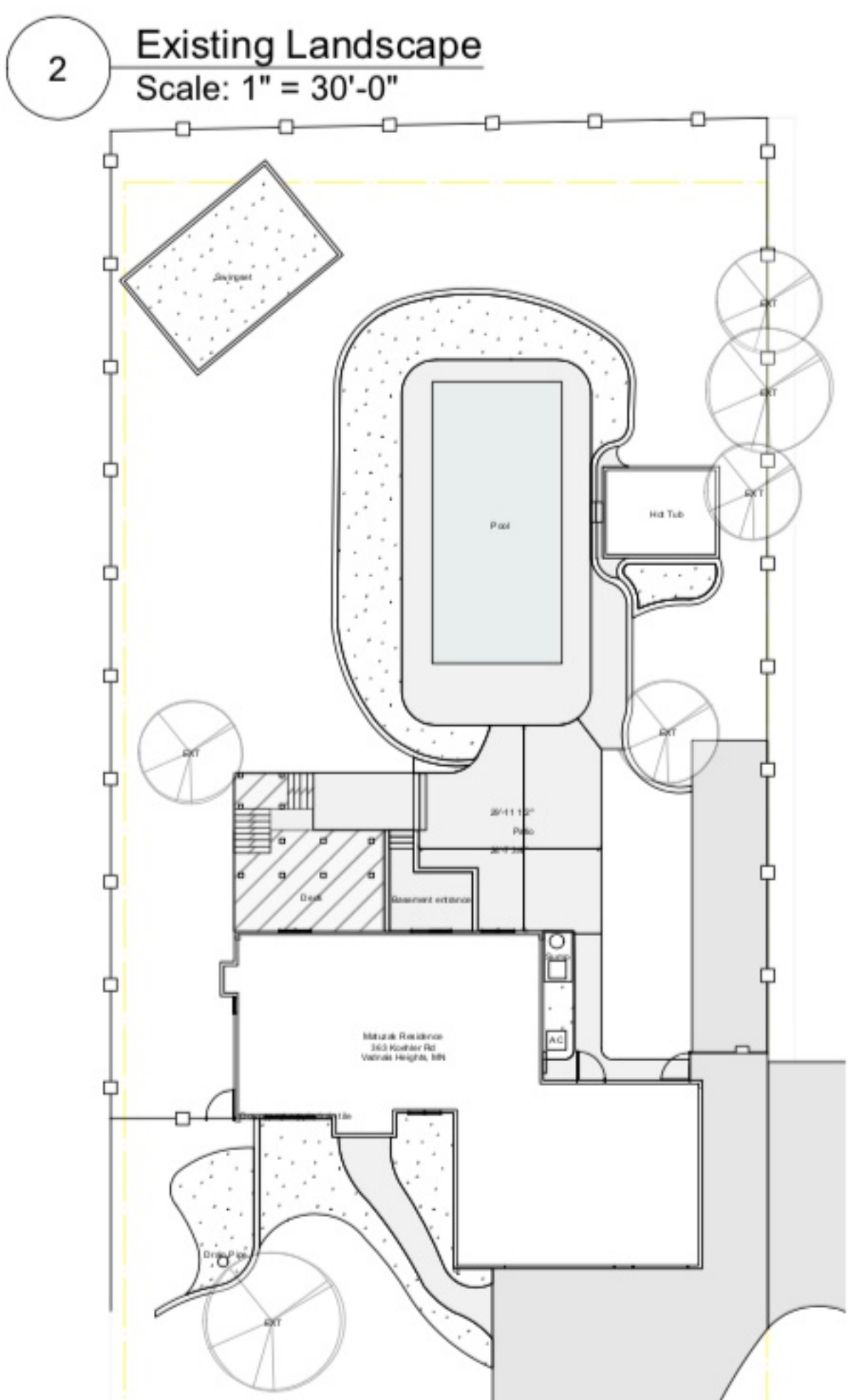
SOIL INFILTRATION RATE (INCHES/HR): 1.5 in/hr DEPTH OF RAINGARDEN (INCHES): 6 in

ADDITIONAL REQUIRED MATERIALS

PROJECT DRAWINGS, SPECIFICATIONS, TIMELINE, ANTICIPATED PLANT LIST AND A DETAILED BUDGET MUST BE SUBMITTED IN ADDITION TO PROVIDING THE ABOVE INFORMATION.



1 Landscape Plan
Scale: 3/32" = 1'-0"



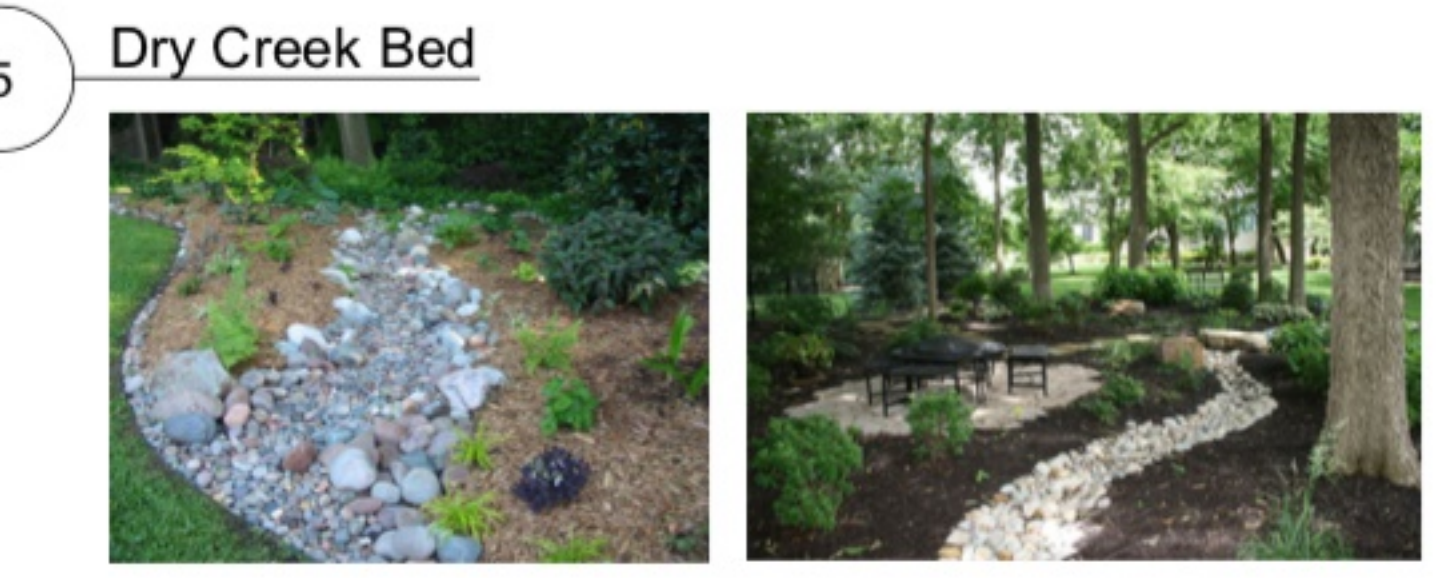
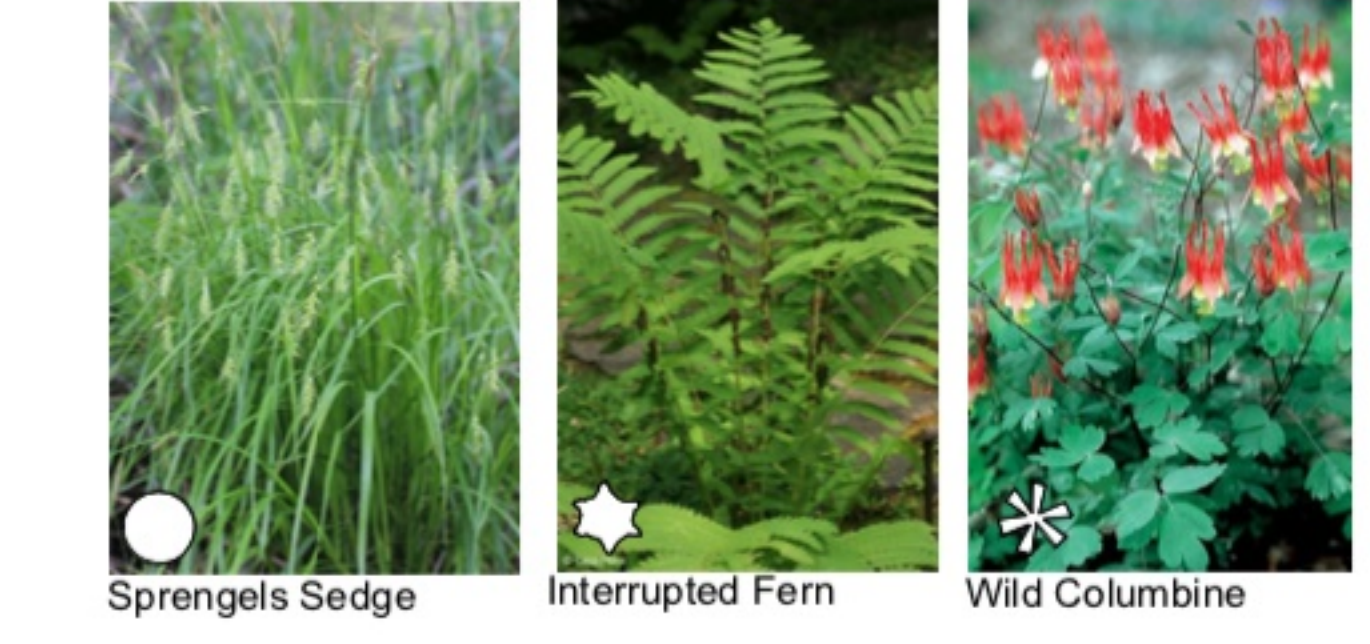
2 Existing Landscape
Scale: 1" = 30'-0"



3 Backyard Plant Palette



4 Rain Garden Plant Palette



5 Dry Creek Bed



LAB Landscape Design inc.

1196 7th Street East, St. Paul, Minnesota 55106

Project Manager: Chuck Hanna
 Job Name: Joel Matuzak
 Street Address: 363 Kohler Road
 City, State, Zip: Vadnais Heights MN
 Telephone (home): _____
 Telephone (cell): _____
 Job Description: Berm / Raingarden

Proposal Date: July 19, 2019
 Revised Date: August 4, 2019
 Bill To: Same
 Street Address: _____
 City, State, Zip: _____
 Email Address: _____

Item	Description	Unit	Qty	Unit Price	Total	
East Side Berm	Remove all asphalt and base material down to native soils, 13sqf of retaining wall.	LS	1	\$1,800.00	\$ 1,800.00	
	Remove all sod and plant materials	LS	1	\$500.00	\$ 500.00	
	Compactable Soil To Form base of Berm	CY	7	\$85.00	\$ 595.00	
	Re-use Soils from basin behind play area to raise asphalt removal area	Hourly	2	\$75.00	\$ 150.00	
	Top Dress Berm and Asphalt Removal area and sod area with 8" Black Dirt/Soil Mix	CY	8	\$85.00	\$ 680.00	
	Boulder Outcroppings	Ton	1	\$225.00	\$ 225.00	
	Sod Allowance	SQY	100	\$7.00	\$ 700.00	
	Double Shredded Hardwood Mulch	CY	3	\$65.00	\$ 195.00	
	Poly Edging	LF	80	\$7.75	\$ 620.00	
	Cardinal Dogwood	#2	3	\$51.00	\$ 153.00	
	Dwarf Bush Honeysuckle	#2	4	\$51.00	\$ 204.00	
	Perennials as per Plan	#1	19	\$21.00	\$ 399.00	
	Sod and Organic Disposal	LS	1	\$75.00	\$ 75.00	
						\$ 6,296.00
	West Raingar.	Demo all turf, plant material, edging and take down one section of fence	LS	1	\$770.00	\$ 770.00
Demo Rock from existing drainage area		LS	1	\$450.00	\$ 450.00	
Excavate of existing soil. For raingarden		CY	4	\$65.00	\$ 260.00	
Dry Creek Bed, constructed from 4" to 8" Gabion, 16" Boulders and 1.5" River Rock		SQF	250	\$18.00	\$ 4,500.00	
Amended Soils in Basin Area		CY	3	\$65.00	\$ 195.00	
Drain tile extensions from back yard to edge raingarden		LF	65	\$9.00	\$ 585.00	
Poly Edging		LF	10	\$7.75	\$ 77.50	
Double Shredded Hardwood Mulch		CY	12	\$65.00	\$ 780.00	
Perennials Planted in 2" Plugs		Each	75	\$3.00	\$ 225.00	
Sod Allowance		SQY	10	\$7.00	\$ 70.00	
					\$ 7,912.50	
East Drv Gard	Sod Removal	SQY	30	\$9.00	\$ 270.00	
	Till Existing Soils for planting	LS	1	\$75.00	\$ 75.00	
	Perennials Planted in 2" Plugs	Each	39	\$3.00	\$ 117.00	
	Dwarf Bush Honeysuckle	#2	4	\$51.00	\$ 204.00	
	Cardinal Dogwood	#2	3	\$51.00	\$ 153.00	
	Poly Edging	LF	28	\$7.75	\$ 217.00	
	Double Shredded Hardwood Mulch	CY	4	\$65.00	\$ 227.50	
					\$ 1,263.50	
Play Area Basin	Remove of 1.7cy Soil to be reused in asphalt area	CY	1.75	\$65.00	\$ 113.75	
	Cardinal Dogwood	#2	5	\$51.00	\$ 255.00	
	Double Shredded Hardwood Mulch	CY	1.5	\$60.00	\$ 90.00	
					\$ 458.75	
Sub-Total					\$15,930.75	
MN Sales tax				\$0.00000	\$0.00	
New Total					\$15,930.75	

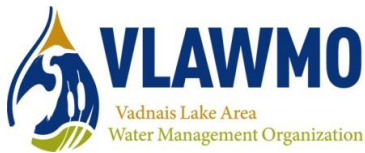
Outdoor Lab Landscape Design Inc, Project Manager Date

Client's Signature Date

The undersigned agrees to the scope of work, price, and payment terms described above.
 Payment Terms: Net 30 Days

Plant materials are subject to availability and substitutions may be made as necessary. All trees and woody plant materials are warranted for one year from the date of the projects completion. Warranty does not cover lack of proper care, animal, vehicle, storm, drought, vandalism or human caused damage. Plug Perennials are not warranted. Outdoor Lab Landscape Design Inc proposes to furnish material and labor complete accordance with the above description of work to be completed and cost estimate. All work is to be completed in a workman manner according to standard practices. Any alteration or deviation from the above description of work to be completed involving additional cost will be executed only upon written order and will be charged over and above this estimate. All labor and material is conclusively accepted as satisfactory unless expressed in writing within 60 days of performance. All agreements are contingent upon strikes, accident or delays beyond our control. Damage to driveways, underground structures (wires, cables, irrigation) is the responsibility of the party accepting this agreement. Measures shall be taken on the part of Outdoor Lab Landscape Design, Inc to ensure the site is prepared to prevent foreseeable damage due to weather during the installation period. Any delays or damage to landscaped area due to weather may be charged over and above this estimate. This agreement gives consent to Outdoor Lab the use of photograph of work completed by Outdoor Lab for training, literature and marketing of Outdoor Lab

PLEASE TAKE NOTICE; ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
 UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR, EQUIPMENT, OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS FROM OUR CONTRACTORS PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



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

To: Board of Directors

From: Stephanie McNamara, Administrator

Date: August 22, 2019

Re: V. F. 1. West Goose and Boat Works Shoreline restoration

VLAWMO has been approached by the owners of White Bear Boat Works about significant shoreline erosion on their shore in the SW corner of West Goose Lake. They feel that the wave action caused by motor boat traffic has eaten away their shore by as much as 5 feet in some places. They have tried talking with the boat users without much success. I spoke to them about using the VLAWMO cost-share program to stabilize their shoreline. While wave action and some incorrect installation of rip rap are most likely largely responsible for the erosion, there is weedy vegetation that is mowed to the edge of the lake, which also is not helping. Deep-rooted native species that are not mowed would be more effective at holding the soil. There has been discussion that this could be part of a VLAWMO project, possibly one phase of a larger effort aimed at stabilizing the western shore of West Goose Lake.

We are asking Board discussion and direction on whether or not to stabilize the Boat Works site as an individual site with either cost-share funds or Goose Lake CIP funds. The cost is unknown until a design has not been done.

VLAWMO project. There is money in the Goose Lake budget although we have at least two other projects pending where VLAWMO costs are rough estimates; the alum treatment and the Watershed based funding match for a BMP in the Goose subshed. There would be design costs before we would know the total cost. We would have to assume 2+ years of maintenance but hopefully Jason would take over after that.

L2 Cost-share project. WB Boat Works would work with a design/installer to come up with a plan they liked. VLAWMO would approve the plan and pay 75% of the costs. The landowner has skin in the game and pays 25% + engaging in the design. With Board ok, that percentage could be adjusted. The landowner is in charge of maintenance with VLAWMO annual monitoring.



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To: VLAWMO Board of Directors
From: Dawn Tanner & Tyler Thompson
Date: August 28, 2019
Re: VI. A. Project Updates

1. Remaining lake survey updates

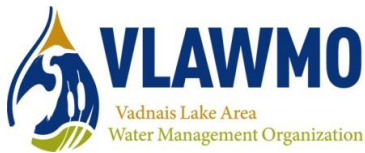
RCSWCD has one survey remaining for the summer season. The Birch Lake macrophyte survey will be done during the first week of Sept., to replicate what has been done in the past. All other surveys have been completed at this time, and reports have been provided to VLAWMO.

2. Great River Greening proposal progress with LCCMR

The Great River Greening portfolio “Pollinator Central: Habitat improvement with citizen monitoring” performed well with the Legislature. It has been recommended for \$750,000 in funding. We do not yet know how much of that pertains to our site. The final decision on recommendations is still pending. The vote to approve the full package of project recommendations needed a super majority to pass but only received a simple majority, as it was held up at the end by some votes not being cast. GRG will keep us posted as the funding package moves forward and let us know as they receive more information.

3. North Oaks chain of lakes carp survey update

Three days of electroshocking have been completed on Pleasant Lake in North Oaks this summer. On the first run, 21 Common carp were collected, tagged and released. On the second run, 32 carp were collected, tagged and released. Final numbers for the third run were not available at the time of the packet. Carp Solutions will be presenting results of the summer assessment, including population estimates, following the survey. They will also be presenting the project and available for questions at the North Oaks Community Room, Nov. 6, tentatively starting at 6:30 pm. It is interesting that nearly all of the carp collected were mature, very large adults. It is not normal for a population to be heavily skewed toward mature adults. This may be a preliminary indication that the fish barrier on Wilkinson has been effective at preventing carp from reaching their preferred nursery area and that removal efforts may be quite effective in improving water quality in the chain of lakes.



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To: Board of Directors
From: Stephanie McNamara, Administrator
Date: August 22, 2019
Re: VIII Administration Communication

West Vadnais – Grass Lake EAW.

As you know, the Ramsey Washington Metro Watershed District (RWMWD) opted not to pursue changing the watershed boundary to shift W. Vadnais and its drainage area to RWMWD. The work on the EAW is still proceeding. VLAWMO has provided comments on the draft produced by Barr Eng. the updated EAW should be available next week with publishing in the EQB Monitor the week of Sept. 9th and copies distributed to state and local agencies and others requesting a copy. You are all on the distribution list. It is up for Public Comment for 30 days. The VLAWMO Board must act on the EAW within 30 days of the close of the comment period. The comments and responses will be available to you for the public hearing at the October Board meeting.

Your consideration at the October meeting will be two-part. First question, is there enough information provided by the EAW to make an informed decision? If you, as a Board, believe there is enough information in the EAW, you may pass a negative declaration. This says an Environmental Impact Statement (EIS) which provides a more in-depth and lengthy review is not needed. You could also consider the project question, whether or not the Board believes lowering the lake level of West Vadnais by 0.8 feet will have a significant impact to the lake or its surrounding wetlands. You could also put that on hold until more of the details of project design are worked out. RWMWD would appreciate 'concept' approval. They have budgeted money for this project in 2020.

MN Association of Watershed Districts (MAWD)

Yes, they really should consider changing the name now that they have allowed Water Management Organizations to become full members. Dues for WMO's will be the same next year at \$500. As you will recall, MAWD provides a statewide communication platform for watersheds and as public voice. It also provides training for Boards & staff on technical and process and policy areas. There is also an Annual conference and trade show, Dec. 5 – 7

[Governance 101](#). Sept. 12 (full day) – 13 (half day) Many of you have been in local government for a while. But as you might expect from a training cosponsored by MAWD, this will focus on watershed structure and water law. More information is at the link above. It would be great to have VLAWMO team attend. Two staff and one Board have expressed an interest. I've heard this is an excellent workshop.

[MAWD Annual Conference and Trade Show](#). 12/5-7, Arrowwood, Alexandria. The agenda is still being developed, but there are always very good technical or policy related sessions as well as the business meeting, trade show and lots of networking. Please consider attending. MAWD Delegates, VLAWMO is allocated two that come from the board. Among other things, they will vote on which resolutions move forward and are the focus of the MAWD lobbying team. They will also be considering a new strategic plan. Pretty much everything from the 2016 plan has been done and a committee has been working on the new plan.

And there are **MAWD Awards for excellence** in the project and program categories. VLAWMO has put the Sucker channel project in the pot for a project with strong educational components and successfully working with several agencies and grants. I understand there are seven contenders so we'll see what happens. The application is attached.

MAWD Resolutions come from different watersheds around the state about this time of year. VLAWMO could propose resolutions too. Here are some that will be considered at the annual meeting>

- RESOLUTION to ban the use of pesticides and herbicides that are known carcinogens on residential and commercial lawns
- RESOLUTION to Limit Wake Boat Activities that Directly Cause Shoreline Erosion and Spread Aquatic Invasive Species. *This may be of interest to VLAWMO given our discussions on motor boat regulation on Goose Lake. I can send you the background information if interested. Wake boats are the powerful boats that provide enough of a wake that people surf rather than ski behind them (no rope).*
- There are two more from Heron Lake WD that are specific to that watershed. They have to do with adjusting the levy limit (hasn't changed since 2001) and obliging the counties to work with them on bonding.

2019 MAWD Project & Program of the Year

Preliminary Nomination Form

The MAWD Awards Committee is now accepting **Preliminary Nominations for Program or Project of the Year**. This simple, one-page **Preliminary Nomination Form** **must be submitted by August 16, 2019**. When determining the finalists, the Awards Committee will consider: clearly defined need, creative partnerships, innovative financing, resourceful solutions, success at meeting goal, and public value. Finalists, in each category will be asked to complete a full nomination form. The Preliminary Nomination form only requires a project/program description up to 250 words.

Award Category (check one)

Project Program

MAWD Region:

One Two Three

Watershed District:

Project/program name:

Nominator (if different from above Watershed District)

Project/Program Summary (Up to 250 words).

Project/Program Contact:

Name:

Phone:

Email:

Photos (Optional)

You may include up to four (4) photos of your project or program.

Submit nomination materials to Karen Kill, kkill@mnwcd.org by **August 16, 2019**.