

BOARD OF DIRECTORS MEETING AGENDA

7:00 PM

August 24, 2022

800 County Road E East – Vadnais Heights, MN 55127

- I. **Call to Order**, Chair, Jim Lindner
- II. **Approval of Agenda** 🐦
- III. **Approval of June 22, 2022 Board Meeting Minutes** 🐦 **Pg. 3**
- IV. **Visitors and Presentations**
 - A. TEC Report and Financial – August– Paul Duxbury **Pg. 15**
 - B. Public visitors –non agenda items
- V. **Consent Agenda** 🐦
 - A. Consider solicitation for bi-annual engineering services for 2023/24 🐦 **Pg. 25**
 - B. Consider City of Vadnais Heights WCA application 🐦 **Pg. 39**
 - C. Consider MAWD request for 2023 resolutions 🐦 **Pg. 44**
 - D. Consider Review of MAWD draft strategic plan 🐦
 - E. Project updates:
 - 1. Birch EWM update **Pg. 51**
 - 2. East Goose ALM update **Pg. 55**
 - 3. Wilkinson BMP update **Pg. 57**
 - 4. Pleasant Lake carp update **Pg. 58**
- VI. **Business** **Pg. 59**
 - A. Consider contract with Peterson Companies for construction of Biochar Project and consider amended scope for SEH project inspection services. Res. 06-2022-Brian&Phil (15 minutes) 🐦
 - B. Consider authorizing local/agency review of minor watershed plan amendment – Dawn (10 minutes) 🐦 **Pg. 83**
 - C. Consider SSU rates for 2023. Res. 07-2022 – Phil (10 minutes) 🐦 **Pg. 91**
 - D. Consider spent lime feasibility study for Oak Knoll Pond partnership MOU with City of WBL-Phil (5 minutes) 🐦 **Pg. 101**
- VII. **Discussion**
- VIII. **Administration Communication**
- XI. **Adjourn:** Next regular meeting: October 26, 2022

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MINUTES OF THE BOARD OF DIRECTORS – June 22, 2022 REGULAR BOARD MEETING

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

*with prior notice

Others in attendance:

Paul Duxbury, VLAWMO TEC
Larry Swope, Ramsey Washington Metro Watershed District (RWMWD)
Tina Carstens, RWMWD

I. Call to Order

The meeting was called to order at 7:01pm by Chair Lindner.

II. Approval of Agenda

The agenda for the June 22, 2022 Board meeting was presented for approval.

Administrator Belfiori proposed switching the order of business items VI.1 and VI.2 on the agenda.

A motion was made by Director Watson and seconded by Director Youker to approve the June Board meeting agenda as amended. Vote: All aye. Motion passed.

III. Approval of Minutes

The minutes from the April 27, 2022 Board meeting were placed on the agenda for approval, as presented. No comments from the Directors.

A motion was made by Director Youker and seconded by Director Watson to approve the April Board meeting minutes. Vote: Lindner: aye, Watson: aye, Ruzek: abstained, Youker: aye. Motion passed.

IV. Visitors and Presentations

A. TEC Report and Financial Report

Commissioner Duxbury described the June 2022 TEC report to the Board of Directors as included in the June Board packet.

B. Public Visitors – non-agenda items

None.

V. Consent Agenda

Chair Lindner asked if any Board members wished to speak on any of the consent agenda items; (none).

Administrator Belfiori discussed item V.A. on the consent agenda was reviewed by the Board of Directors at the April 27, 2022 meeting. Since then, it was submitted to the six member communities for comment, and no comments were received. Belfiori stated no changes are proposed to the materials in the packet, and staff are available for discussion for this consent agenda item and any other consent agenda items.

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

A. Consider public drainage management policy – resolution 03-2022 🕒

Resolution 03-2022

Of the Vadnais Lake Area Water Management Organization (VLAWMO)

Approval of VLAWMO Public Drainage Management Policy

Resolution 03-2022 was moved by Director Watson and seconded by Director Youker

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

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

Whereas, Under MN Statutes chapter 103B authorities, the specific roles, responsibilities and operational methods in managing the systems are not well defined;

Whereas, The purpose of the VLAWMO Public Drainage Management Policy is to establish a set of policies and principles for guidance in future decisions by the VLAWMO Board for management activities & procedures;

Whereas, The strategies to accomplish the goals in Policy include document management, public drainage inspection, minor (routine) maintenance, and major repair implementation where / if needed;

Whereas, The roles of municipal and county partners in public drainage system management include management of roadway culverts, point of contact with landowners, acceleration of capital projects and acceptance of transfer of portions of the public drainage system;

Whereas, At the April 27, 2022 VLAWMO Board meeting the Directors authorized distribution of draft public drainage policy to member communities for review and comment. Staff thereby requested that any comments be received by VLAWMO by Monday May 23, 2022. Staff did not receive any comments;

Whereas, At their meeting on June 6, 2022 the VLAWMO Subcommittee reached consensus to recommend to the full VLAWMO Board to approve the attached VLAWMO Public Drainage Management Policy dated June 22, 2022;

Whereas, At their meeting on June 8, 2022 the VLAWMO TEC recommended to the full VLAWMO Board to approve the attached VLAWMO Public Drainage Management Policy dated June 22, 2022;

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

That VLAWMO Public Drainage Policy dated June 22, 2022 (as attached in the Board packet) is hereby approved with any non-material changes and upon advice of Counsel.

Therefore, be it further resolved That the Public Drainage Management Policy dated June 22, 2022 also be incorporated into the VLAWMO Water Plan amendment later in 2022;

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

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

_____ Board Chair

_____ Attest Date

- B. Consider updates for administrative clarification of the water management policy 🐦
- C. Consider JPA for maintenance of a restoration in Vadnais Sucker Park 🐦
- D. Acknowledge receipt of Birch Lake treatment grant 🐦
- E. Consider carp management work with Carp Solutions 🐦

F. Consider website recommendation from TEC 🐦

G. Update on discussions with City on East Goose proposed ALM plan

Alternate Director Ruzek stated there was a misspelling of his name on the resolutions in the Board packet, but staff have distributed revised resolutions with the correction.

A motion was made by Director Watson and seconded by Director Youker to approve the consent agenda and resolution 03-2022. Vote: Lindner: aye, Watson: aye, Ruzek: aye, Youker: aye. Motion passed.

VI. Business

1. Consider response to RWMWD regarding request for West Vadnais Lake drainage area Boundary change 🐦

Administrator Belfiori provided a background on the boundary change process for the West Vadnais Lake drainage area thus far.

Belfiori discussed some of the takeaways from meetings held and provided staff's perspectives. He highlighted that West Vadnais Lake is not within VLAWMO's hydrologic boundary and is currently located in the political boundary of both VLAWMO and RWMWD. He said VLAWMO would likely incur some or most of the cost of future in-lake management and some of the TMDL planning given the current political boundary. He provided the subcommittee's recommendation that the full Board approves a motion identifying that VLAWMO would support the RWMWD requested boundary change process pending: The City of Vadnais Heights' support of the process; the motion not preventing future consideration of a required formal boundary concurrence resolution but providing preliminary support for starting the process; and RWMWD's filing of the petition and administering the process.

Belfiori noted the possible next steps of informing the City of Vadnais Heights of the Board's decision, RWMWD considering VLAWMO and the City's responses, and RWMWD determining whether to proceed with the formal boundary change process where VLAWMO would need to provide formal concurrence on the boundary to RWMWD and BWSR.

Discussion:

Director Watson asked Director Youker where the City of Vadnais Heights currently sits on this matter. Director Youker responded the City is still open for discussion and is waiting to see how the VLAWMO Board responds. She added that she has a question about it but will be presenting her question to the City Council.

Director Watson said this reminds him of the recent issue in the City of Shoreview where Rice Creek Watershed District's hydrologic and political boundaries were incompatible. Administrator Belfiori responded that the two matters both involve potential boundary changes but have different circumstances; he said the Rice Creek Watershed District and Shoreview one does not involve a request for a possible petition and it does not involve a resource that needs direct management, whereas the RWMWD request involves an impaired waterbody that multiple entities will need to work on to address a future TMDL requirement.

Director Watson asked if this boundary change request process is the standard procedure that is used or if the Board should indicate its support comes from a technical or hydrologic standpoint. Administrator Belfiori responded that the proposed motion is not the last step in the boundary

change process and it is an initial indication to the RWMWD Board that VLAWMO is responding to their letter and supporting the process moving forward.

A motion was made by Director Watson and seconded by Director Youker to approve staff responding to RWMWD’s April 20, 2022 letter by identifying that VLAWMO would support the RWMWD requested boundary change process pending :

1. City support of the process
2. That this motion does not prevent VLAWMO Board’s future consideration of the required formal boundary change concurrence resolution (but does provide for a preliminary indication of support of starting the process)
3. RWMWD files petition and administers process.

Vote: Lindner: aye, Watson: aye, Ruzek: aye, Youker: aye. Motion passed.

2. Consider 2023 budget 🐦

Administrator Belfiori presented the proposed 2023 budget and summarized the proposed budget for each fund of operations/administration, projects, and programs. He said the proposed budget is consistent with the budget subcommittee’s consensus recommendation for the budget from June 6, 2022, which balances long-range budgeting as defined in the 75% project implementation scenarios and five-year project partnership table that were discussed with the Board in April.

Belfiori highlighted the proposed budget includes a 7% increase in the SSU rate and continues progress on the implementation of CIP projects. He discussed the estimated fund balance for the budget that incorporates planning for uncertainties in the future. He said if the potential boundary change around West Vadnais Lake does not occur, an increase to the proposed Sucker Vadnais subwatershed budget may be brought to the Board with the working budget in December.

Belfiori reviewed the 75% project implementation scenarios at a 7% increase in SSU revenue and how VLAWMO compares with neighboring watersheds. He stated the budget recommendation tries to find a balance between looking towards the future and planning for project uncertainties and ensuring VLAWMO does not have many large project opportunities without the revenue to build them.

Belfiori stated the budget subcommittee recommended approval of the proposed 2023 budget as presented.

Discussion:

Director Watson asked for clarification on the fund balance policy; why the fund balance appears to be growing and why VLAWMO isn’t spending it. Belfiori explained VLAWMO needs to maintain a 35-50% fund balance based on the operating budget per its fund balance policy. Director Watson said the predicted fund balance range of \$800,000-\$1,100,000 is substantially higher than the 35% - 50% required and is wondering why VLAWMO wouldn’t fund 100% of the projects. Belfiori replied if the SSU is increased by 7% each year for five years, VLAWMO would not have enough funding to implement all the projects identified in the five-year project partnership table approved at the April meeting assuming the Board increases core services funding with inflation and keeps the same amount of staff. Belfiori said it is not likely all of the projects in the approved 5 year partnership project table would be built so the 75% project implementation scenario seems appropriate to help plan for the future of anticipated future projects listed on the partnership table. He identified that the

5 year partnership project table is a long range planning document and future budget will need to be adjusted annually as certain projects listed don't occur new ones are envisioned.

Director Watson asked if a "deficit" variable should be added to the project budget chart on page 87 to help determine if funding levels need to increase for years 2025-2026 to sustain the 75% level of project implementation. Chair Lindner responded that the fund balance buffers the need to ask for more funding in the future. He added the Board is focusing on the 2023 budget but is also trying to project into the future. Chair Lindner stated he is confident staff present a realistic budget for the current year and the future budget years will likely look different based on different assumptions and projects. Belfiori responded there are many unknowns in the future and the proposed budget tries to plan for these uncertainties.

Resolution 04-2022
Of the Vadnais Lake Area Water Management Organization (VLAWMO)
Approving the 2023 Budget

Resolution 04-2022 was moved by Director Youker and seconded by Director Watson

Whereas, the Board of the Vadnais Lake Area Water Management Organization has considered the 2023 Budget as recommended by the 2023 Budget /Finance Subcommittee and the attendant information. The 2023 budget and footnotes are attached to this Resolution, and

Whereas, Total revenue for 2023 is projected at \$1,774,735 of which \$1,090,887 is from the VLAWMO Storm Sewer Utility (7% increase in the VLAWMO Storm Sewer Utility from 2022) and the remainder of the revenue being from a MPCA 319 Grant, BWSR Watershed-based grant, partnership from local communities, proposed project agreement with North Oaks Company, Fund balance carryover from 2022, and fees/investment income.

Whereas, the total expenditures for 2023 is projected at \$1,774,735 which will be paid utilizing: 1) \$1,389,451 of VLAWMO funds/ carry over funds from 2022, and 2) \$385,284 of loans, grants and partnerships funds.

Therefore be it resolved that the 2023 Budget, dated 6-22-2022 is approved.

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

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

_____ Board Chair Date

_____ Attest Date

A motion was made by Director Youker and seconded by Director Watson to accept the 2023 budget and approve the resolution 04-2022. Vote: Lindner: aye, Watson: aye, Ruzek: aye, Youker: aye. Motion passed.

3. Consider contract for engineering design services for Wilkinson BMP 

Tanner presented that the request for proposals (RFP) for the Wilkinson BMP project was sent to four qualified engineering firms; HR Green, Barr Engineering, Houston Engineering, and Stantec. Three additional firms requested the RFP including SEH, SRF, and EOR. She explained three proposals were received by the RFP deadline from HR Green, Barr Engineering, and Houston Engineering, which were evaluated with a rubric by three VLAWMO staff and two North Oaks Company representatives. She emphasized the importance of North Oaks Company's partnership in the proposal review process.

Tanner provided the synthesis of the average, numeric scores for each rubric criterion and presented the final ranking of the proposals of: 1. Houston Engineering at 87 average points, 2. Barr Engineering at 73 average points, and 3. HR Green at 71 average points.

Tanner summarized some of the comments associated with the proposals' rankings and said staff and the subcommittee, with a consensus recommendation, request the Board approve Houston Engineering as the selected engineering firm to go forward, authorize a 15% contingency to allow for any unforeseen changes, and authorize staff to notify engineering firms of the Board's decision.

**RESOLUTION NO. 05-2022
Of the Vadnais Lake Area Water Management Organization (VLAWMO)**

A RESOLUTION APPROVING THE ENGINEERING CONTRACT FOR THE WILKINSON LAKE BMP PROJECT (Project)

Resolution 03-2022 was moved by Director Watson and second by Director Youker.

WHEREAS, at the April 27, 2022, VLAWMO regular Board meeting, the VLAWMO Board directed VLAWMO staff to send out the Request for Proposal (RFP) and Qualifications for the Wilkinson Lake BMP Project, North Oaks, MN, to 4 qualified bidders and post the RFP;

WHEREAS, VLAWMO staff sent out the RFP to the 4 requested qualified bidders and posted the RFP on the VLAWMO website on April 28, 2022;

WHEREAS, VLAWMO staff received a total of 7 requests for the RFP and promptly fulfilled each request;

WHEREAS, VLAWMO staff received 3 proposals by the deadline at 3:00 pm, May 24, 2022;

WHEREAS, 3 VLAWMO staff reviewed and evaluated each of the proposals using a pre-defined rubric for scoring;

WHEREAS, VLAWMO staff met with 2 NOC/NOF staff who also reviewed and submitted 1 completed rubric for inclusion in the review process;

WHEREAS, VLAWMO staff met with the VLAWMO Policy and Personnel Subcommittee on June 6, 2022, and presented the compiled evaluation of proposals received. The Subcommittee provided discussion, questions, qualitative evaluation, and a consensus recommendation to the full Board to:

- choose not to further consider an interview process
- accept the proposal submitted by Houston Engineering, Inc. for a total of \$130,156
- authorize a 15% contingency of \$19,523.40;

WHEREAS, the TEC has been informed and kept up-to-date on progress with regard to this project and understands that the engineering recommendation is being brought to the full Board at the June 2022 meeting;

WHEREAS, with the understanding of the Subcommittee, VLAWMO staff worked with the tentatively selected engineering firm and VLAWMO's legal counsel to achieve agreement on a contract prior to the VLAWMO Board meeting so that the contract could be presented to the Board without requiring a separate or special meeting;

WHEREAS, the resulting contract is provided in the June 22, 2022, Board packet

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

1. Approves and authorizes VLAWMO staff to move forward and sign the contract between HEI and VLAWMO for engineering services for \$130,156 with non-materials changes and upon advice of counsel;
2. Authorize a 15% contingency (\$19,523.40) for the VLAWMO Administrator to approve if unforeseen changes occur;
3. Requests that VLAWMO staff notify engineering firms that submitted proposals regarding the award decision;
4. Requests that VLAWMO staff continue working with HEI to proceed with development of the Wilkinson BMP Project.

Adopted this 22nd day of June 2022 on a vote of 4 yeas and 0 nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
Dan Jones	<input type="checkbox"/>	<input type="checkbox"/>	X
Steve Ruzek	X	<input type="checkbox"/>	<input type="checkbox"/>
Rob Rafferty	<input type="checkbox"/>	<input type="checkbox"/>	X
Tom Watson	X	<input type="checkbox"/>	<input type="checkbox"/>
Patricia Youker	X	<input type="checkbox"/>	<input type="checkbox"/>
Jim Lindner	X	<input type="checkbox"/>	<input type="checkbox"/>

BY THE VLAWMO BOARD

Chairperson

Attest: _____
Administrator

Discussion:

Chair Lindner stated the subcommittee declined to participate in the ranking of the proposals using the scoring rubric and deferred to VLAWMO staff and North Oaks Company’s expertise for the scoring portion of the selection process. He said the subcommittee supported the proposed recommendation at its June 6, 2022 meeting and declined the option of an interview to explore questions with each of the firms as part of the process.

A motion was made by Director Watson and seconded Director Youker to approve resolution 05-2022. Vote: Lindner aye. Watson: aye, Ruzek: aye, Youker: aye. Motion passed.

4. Consider plans and specs, license agreement with Township, and authorize solicitation of quotes for Biochar Project 🐦

Corcoran presented a background of the biochar project since the February 2022 Board meeting including: SEH’s completion of the necessary design work to facilitate completion of the final project plans and specifications; staff’s coordination with legal counsel and White Bear Township to obtain a license agreement for the project’s construction and maintenance access for the next 10 years; and completion of WCA permitting necessary for project implementation.

Corcoran discussed the project’s anticipated proposed budget including \$59,175 from the Lambert Creek project’s 319 grant, \$33,000 from the BWSR Watershed-based Implementation Funding

program, and \$70,000 from the approved 2022 budget VLAWMO Lambert Creek Subwatershed fund.

Corcoran presented an overview of the proposed plans and specifications, license agreement with White Bear Township, and next steps. He said a water quality monitoring port will be installed to meet grant monitoring requirements. The anticipated project completion date is December 31, 2022 but staff are expecting completion to occur before that, ideally in October or November. He said staff request the Board considers approving the biochar project plans and specifications contained in the Board packet with non-material changes, direct staff to solicit quotes for construction, and approve the license agreement with White Bear Township.

Discussion:

Director Youker asked for confirmation of the anticipated project construction bid and cost. Corcoran confirmed that the SEH's engineering project estimate included a 20% contingency which should allow for the project to remain within the anticipated budget including the state grants and VLAWMO funding but noted that there is uncertainty with what the final quote will come in at given the market for projects right now are unclear. Director Youker asked when the request for quotes will go out. Corcoran responded the request will be sent next week if the Board approves and the received quotes would be brought to the August Board meeting for consideration.

A motion was made by Director Youker and seconded by Director Watson to approve the Biochar project plans and specifications dated June 14, 2022 with non-material changes; direct the solicitation of quotes for project construction; and approve the license agreement with White Bear Township with non-material changes and upon advice of counsel, and authorize the Board Chair and Board Secretary to sign. Vote: Lindner: aye. Watson: aye, Ruzek: aye, Youker: aye. Motion passed.

VII. Discussion/Updates

Director Watson asked how much of the VLAWMO watershed is in the area covered by the White Bear Lake five-mile restriction area. Administrator Belfiori responded he believes the majority of VLAWMO is within the five-mile area. Director Watson said he has been thinking about how it affects VLAWMO and if we need to have future conversations about it. Belfiori responded the Board asked staff to investigate groundwater quantity and quality, and the 2023 budget and approved five-year partnership project table discussed at the April Board meeting have several projects to look at groundwater quantity to help regulatory partners address potential needs. He said staff are developing a pilot cost share program to help communities fund irrigation control technology and staff are planning to focus on the larger irrigation users first. He said the budget and five-year table also focuses on stormwater reuse projects, which supplement well water irrigation with surface water.

Alternate Director Ruzek emphasized the importance of water management organizations considering groundwater.

VIII. Administration Communication

Discussion:
None

VII. Adjourn

A motion was made by Director Watson and seconded by Director Youker to adjourn at 8:21 pm. Vote: all aye.

Minutes compiled and submitted by Lauren Sampedro.

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VLAWMO Finance Summary: August 2022

Aug-22		Actual 8/1/22	Actual to Date	2022 Budget	2021 carry over/Grants	Remaining in Budget	2022 Available	Act vs. Budget
BUDGET #	INCOME							
5.11	Storm Water Utility	\$551,656	\$991,903	\$1,019,521	\$0	\$27,618	\$1,019,521	97%
5.12	Service Fees	\$0	\$100	\$200	\$0	\$100	\$200	50%
5.13	Interest + mitigation acct	\$1,334	\$2,478	\$1,500	\$0	(\$978)	\$1,500	165%
5.14	Misc. income - WCA admin & other	\$0	\$2,198	\$3,000	\$0	\$802	\$3,000	73%
5.15	Other Income Grants/ <u>loan</u>	\$21,037	\$54,699	\$324,500	\$0	\$269,801	\$324,500	17%
5.16	Transfer from reserves	\$0	\$0	\$192,367	\$133,751	\$326,118	\$326,118	0%
	TOTAL	\$574,027	\$1,051,378	\$1,541,088	\$133,751	\$623,461	\$1,674,839	68%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$2,041	\$16,826	\$27,097	\$0	\$10,271	\$27,097	62%
3.120	Information Systems	\$1,300	\$15,034	\$25,865	\$0	\$10,831	\$25,865	58%
3.130	Insurance	\$9,136	\$9,136	\$7,210	\$0	(\$1,926)	\$7,210	127%
3.141	Consulting - Audit	\$0	\$7,896	\$8,191	\$0	\$295	\$8,191	96%
3.142	Consulting - Bookkeeping	\$0	\$0	\$1,500	\$0	\$1,500	\$1,500	0%
3.143	Consulting - Legal	\$0	\$296	\$5,000	\$0	\$4,704	\$5,000	6%
3.144	Consulting - Eng. & Tech.	\$0	\$19,003	\$30,000	\$14,000	\$24,997	\$44,000	43%
3.150	Storm Sewer Utility	\$0	\$1,242	\$14,000	\$0	\$12,758	\$14,000	9%
3.160	Training (staff/board)	\$0	\$7,735	\$12,500	\$0	\$4,765	\$12,500	62%
3.170	Misc. & mileage	\$332	\$1,855	\$6,300	\$0	\$4,445	\$6,300	29%
3.191	Administration - staff	\$30,144	\$253,131	\$391,400	\$0	\$138,269	\$391,400	65%
3.192	Employer Liability	\$9,324	\$75,029	\$114,425	\$0	\$39,396	\$114,425	66%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analysis	\$3,022	\$4,391	\$18,000	\$0	\$13,609	\$18,000	24%
3.220	Equipment	\$0	\$533	\$3,000	\$0	\$2,467	\$3,000	18%
3.230	Wetland assessment & management	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	0%
3.240	Watershed Plan Amendment	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	0%
3.3	Education and Outreach							
3.310	Public Education	\$77	\$170	\$6,000	\$0	\$5,830	\$6,000	3%
3.320	Marketing	\$229	\$5,827	\$17,500	\$0	\$11,673	\$17,500	33%
3.330	Community Blue Ed Grant	\$0	\$148	\$2,000	\$0	\$1,852	\$2,000	7%
<i>Total Core functions: Ops, Monitoring, Education</i>		\$55,605	\$418,252	\$719,988	\$14,000	\$315,736	\$733,988	57%
Capital Improvement Projects and Programs								
3.4	Subwatershed Activity							

3.410	Gem Lake	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	
3.420	Lambert Creek	\$4,935	\$24,128	\$44,432	\$70,000	\$90,304	\$114,432	21%
3.421	Lambert Lake Loan	\$0	\$19,284	\$38,568	\$0	\$19,284	\$38,568	50%
3.425	Goose Lake	\$1,210	\$20,875	\$70,000	\$10,000	\$59,125	\$80,000	26%
3.430	Birch Lake	\$0	\$4,145	\$10,000	\$0	\$5,855	\$10,000	41%
3.440	Gilf Black Tam Wilk Amelia	\$641	\$32,576	\$93,500	\$12,000	\$72,924	\$105,500	31%
3.450	Pleasant Charley Deep	\$0	\$27,072	\$35,000	\$10,000	\$17,928	\$45,000	60%
3.460	Sucker Vadnais	\$0	\$5,618	\$41,500	\$0	\$35,882	\$41,500	14%
3.48	Programs							
3.480	Soil Health Grant	\$1,286	\$1,465	\$5,000	\$0	\$3,535	\$5,000	29%
3.481	Landscape 1	\$100	\$100	\$16,000	\$0	\$15,900	\$16,000	1%
3.482	Landscape 2/BWSR WBF	\$675	\$8,965	\$28,000	\$17,751	\$36,786	\$45,751	20%
3.483	Project Research & feasibility	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
3.485	Facilities Maintenance	\$505	\$38,530	\$102,600	\$0	\$64,070	\$102,600	38%
3.5	Regulatory							
3.510	Engineer Plan review	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000	0%
	<i>Total CIP & Program</i>	\$9,352	\$182,758	\$496,600	\$119,751	\$433,593	\$616,351	30%
	Total of Core Operations & CIP	\$64,957	\$601,010	\$1,216,588	\$133,751	\$749,329	\$1,350,339	45%

Fund Balance	7/1/2022	8/1/2022
4M Account	\$352,614	\$863,438
4M Plus Savings	\$324,710	\$325,088
Total	\$677,324	\$1,188,526

Restricted funds	8/1/2022
Mitigation Savings	\$21,013
Term Series	\$0

Vadnais Lake Area Water Management Organization

12:11 PM

Check Detail

08/02/2022

July 14 through August 10, 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	07/20/2022	further		Checking - 1987		-6.00
				Insurance Benefit		-6.00	6.00
TOTAL						-6.00	6.00
Check	eft	08/01/2022	Reliance Standard		Checking - 1987		-308.62
				Insurance Benefit		-91.50	91.50
				Insurance Benefit		-217.12	217.12
TOTAL						-308.62	308.62
Check	5385	08/10/2022	Peter Helgeson		Checking - 1987		-100.00
				3.481 · Landscape 1 - cost-share		-100.00	100.00
TOTAL						-100.00	100.00
Check	5386	08/10/2022	Katherine Kanne		Checking - 1987		-292.50
				3.480 · Soil Health Grant		-292.50	292.50
TOTAL						-292.50	292.50
Check	5387	08/10/2022	Houston Engineering, Inc		Checking - 1987		-505.00
				3.485 · Facilities & Maintenance		-505.00	505.00
TOTAL						-505.00	505.00
Check	5388	08/10/2022	League of MN Cities Insurance Trust P & C		Checking - 1987		-5,785.00
				3.130 · Insurance		-5,785.00	5,785.00
TOTAL						-5,785.00	5,785.00
Check	5389	08/10/2022	League of MN Cities Insurance Trust WC		Checking - 1987		-3,351.00
				3.130 · Insurance		-3,351.00	3,351.00
TOTAL						-3,351.00	3,351.00
Check	5390	08/10/2022	City Of Roseville		Checking - 1987		-1,300.19
				IT Support		-1,300.19	1,300.19

TOTAL					-1,300.19	1,300.19
Check	5391	08/10/2022	City of White Bear Lake	Checking - 1987		-39,153.52
				payrol	-30,144.00	30,144.00
				Administration FICA	-2,186.84	2,186.84
				Administration PERA	-2,260.80	2,260.80
				Insurance Benefit	-4,516.96	4,516.96
				Admin payroll processing	-44.92	44.92
TOTAL					<u>-39,153.52</u>	<u>39,153.52</u>
Check	5392	08/10/2022	FastSigns	Checking - 1987		-140.68
				3.320 · Marketing	-140.68	140.68
TOTAL					<u>-140.68</u>	<u>140.68</u>
Check	5393	08/10/2022	RMB Environmental Laboratories, Inc.	Checking - 1987		-3,022.00
				3.210 · Lake & Creek lab analysis	-690.00	690.00
				3.210 · Lake & Creek lab analysis	-329.00	329.00
				3.210 · Lake & Creek lab analysis	-725.00	725.00
				3.210 · Lake & Creek lab analysis	-294.00	294.00
				3.210 · Lake & Creek lab analysis	-294.00	294.00
				3.210 · Lake & Creek lab analysis	-690.00	690.00
TOTAL					<u>-3,022.00</u>	<u>3,022.00</u>
Check	5394	08/10/2022	Barr Engineering Co	Checking - 1987		-1,210.50
				3.425 · Goose Lake	-1,210.50	1,210.50
TOTAL					<u>-1,210.50</u>	<u>1,210.50</u>
Check	5395	08/10/2022	Aaron Folsom	Checking - 1987		-243.84
				3.480 · Soil Health Grant	-243.84	243.84
TOTAL					<u>-243.84</u>	<u>243.84</u>
Check	5396	08/10/2022	Mary Ripka	Checking - 1987		-750.00
				3.480 · Soil Health Grant	-750.00	750.00
TOTAL					<u>-750.00</u>	<u>750.00</u>
Check	5397	08/10/2022	City of Vadnais Heights	Checking - 1987		-2,041.01

			Rent	-1,665.00	1,665.00
			Phone/Internet/Machine		
			Overhead	-295.00	295.00
			Postage	-11.92	11.92
			Copies	-69.09	69.09
TOTAL				<u>-2,041.01</u>	2,041.01
	Check 5398	08/10/2022 Lauren Sampedro	Checking - 1987		-45.81
			3.170 · Misc. & mileage	-45.81	45.81
TOTAL				<u>-45.81</u>	45.81
	Check 5399	08/10/2022 Brian Corcoran	Checking - 1987		-231.25
			3.170 · Misc. & mileage	-231.25	231.25
TOTAL				<u>-231.25</u>	231.25
	Check 5400	08/10/2022 Dawn Tanner	Checking - 1987		-128.12
			3.170 · Misc. & mileage	-128.12	128.12
TOTAL				<u>-128.12</u>	128.12
	Check 5401	08/10/2022 Nicholas Voss	Checking - 1987		-163.35
			3.170 · Misc. & mileage	-33.60	33.60
			3.310 · Public Education	-40.51	40.51
			3.320 · Marketing	-89.24	89.24
TOTAL				<u>-163.35</u>	163.35
	Check 5402	08/10/2022 Kennedy & Graven, Chartered	Checking - 1987		-703.80
			LL VLAWMO cash match	-62.10	62.10
			Wilk 319 cash match \$182,137	-641.70	641.70
TOTAL				<u>-703.80</u>	703.80
	Check 5403	08/10/2022 SEH	Checking - 1987		-4,872.80
			1 · LL grant \$302,679	-4,872.80	4,872.80
TOTAL				<u>-4,872.80</u>	4,872.80
	Check 5404	08/10/2022 Ramsey County	Checking - 1987		-675.00
			3.482 · Landscape 2	-412.50	412.50
			BWSR WBF grant	-262.50	262.50
TOTAL				<u>-675.00</u>	675.00

Vadnais Lake Area Water Management Organization
Profit & Loss
 July 14 through August 10, 2022

12:09 PM
 08/02/2022
 Cash Basis
 Jul 14 - Aug 10, 22

Ordinary Income/Expense	
Income	
5.1 · Income	
5.11 · Storm Water Utility	551,656.18
5.13 · Interest	1,333.79
Total 5.1 · Income	552,989.97
6.6.6 · Grants	21,037.43
Total Income	574,027.40
Gross Profit	574,027.40
Expense	
3.1 · Administrative/Operations	
3.110 · Office	
Copies	69.09
Phone/Internet/Machine Overhead	295.00
Postage	11.92
Rent	1,665.00
Total 3.110 · Office	2,041.01
3.120 · Information Systems	
IT Support	1,300.19
Total 3.120 · Information Systems	1,300.19
3.130 · Insurance	9,136.00
3.170 · Misc. & mileage	331.72
3.191 · Employee Payroll	
payroll	30,144.00
Total 3.191 · Employee Payroll	30,144.00
3.192 · Employer Liabilities	
Admin payroll processing	44.92
Administration FICA	2,186.84
Administration PERA	2,260.80
Insurance Benefit	4,831.58
Total 3.192 · Employer Liabilities	9,324.14
Total 3.1 · Administrative/Operations	52,277.06
3.2 · Monitoring and Studies	
3.210 · Lake & Creek lab analysis	3,022.00
Total 3.2 · Monitoring and Studies	3,022.00
3.3 · Education and Outreach	
3.310 · Public Education	77.00
3.320 · Marketing	229.92
Total 3.3 · Education and Outreach	306.92
3.4 · Capital Imp. Projects/Programs	
3.420 · Lambert Creek Restoration	
LL VLAWMO cash match	62.10

1 · LL grant \$302,679	4,872.80
Total 3.420 · Lambert Creek Restoration	4,934.90
3.425 · Goose Lake	1,210.50
3.440 · Gilfillan Black Tamarack Wilkin	
Wilk 319 cash match \$182,137	641.70
Total 3.440 · Gilfillan Black Tamarack Wilkin	641.70
Total 3.4 · Capital Imp. Projects/Programs	6,787.10
3.48 · Programs	
BWSR WBF grant	262.50
3.480 · Soil Health Grant	1,286.34
3.481 · Landscape 1 - cost-share	100.00
3.482 · Landscape 2	412.50
3.485 · Facilities & Maintenance	505.00
Total 3.48 · Programs	2,566.34
Total Expense	64,959.42
Net Ordinary Income	509,067.98
Net Income	509,067.98

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

12:01 PM

08/02/2022

Accrual Basis

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Jun 1 - Aug 1, 22									
Credit Card Charge	06/03/2022		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	42.00	42.00
Credit Card Charge	06/09/2022		adobe *photography plan		US Bank CC	√	Software	9.99	51.99
Transfer	06/20/2022			Funds Transfer	US Bank CC	√	Checking - 1987	-1,105.09	-1,053.10
Credit Card Charge	06/27/2022		Adobe "Creative Cloud		US Bank CC	√	Software	32.20	-1,020.90
Credit Card Charge	07/04/2022		Google*SVCAPPS_VLAWM		US Bank CC	√	WEB	42.00	-978.90
Credit Card Charge	07/08/2022		hologram	account refill	US Bank CC		Software	30.00	-948.90
Credit Card Charge	07/19/2022		Vista Print	business cards	US Bank CC		3.310 · Public Education	36.49	-912.41
Jun 1 - Aug 1, 22								-912.41	-912.41

**TEC Report to the Board
August 2022**

Programs & Projects	Effort Level	Completion Date	Comments														
	LOW																
	MED																
	HIGH																
Projects				Administration & Operation													
319 Biochar		22	Quotes have been received and currently working through review process to take recommendation to August Board mtg.	Audit		2021/22	work on record keeping continues as needed.										
East Goose Lk Adaptive Mgmt.		2021-ongoing	Response letter received from City of White Bear Lake regarding VLAWMO aquatic plant management position. Beginning discussions on planning scope of work.	Budget		for 2023 budget	Staff working to prepare utility rates material for consideration at the August VLAWMO Board meeting										
Public Ditch Maintenance		ongoing	Working on annual drainage report templates	Personnel /HR		ongoing	Staff continue to pursue professional development per their approved training plans.										
MPCA 319 /Wilkinson Lake BMP		2021-24	Held kickoff meeting with Houston Eng. (Design engineer for project) and attended on site meeting to review in field conditions of project location.	SSU		ongoing	Staff working to prepare utility rates material for consideration at the August VLAWMO Board meeting										
Pleasant Lake Carp Management		2022-25	More than 15,000 pounds of invasive Common carp harvested by Carp Solutions as of 5/31/2022. Planning for the next 3 years of the project is underway.	Strategic /watershed planning		early /mid 2022	Watershed plan amendment will be discussed at August TEC meeting and considered for sending out for partner review at August Board meeting										
Programs																	
City/Township MS4		Aug-Nov	SWPPP Tips Partnership with Rice Creek and Ramsey Washington Watershed Districts for luncheon-type info presentations educating municipal partners on MS4 resources and strategies for use. Promotion of smart salting training to cities, private properties, local leaders. Consultations complete with each municipality to design and create additional MS4 materials	<table border="1"> <thead> <tr> <th colspan="3">FINANCIAL SUMMARY as of 8/1/2022</th> </tr> <tr> <th>4M Account (1.10)</th> <th>4M Plus (1.23)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>\$863,438</td> <td>\$325,088</td> <td>\$1,188,526</td> </tr> </tbody> </table>					FINANCIAL SUMMARY as of 8/1/2022			4M Account (1.10)	4M Plus (1.23)	Total	\$863,438	\$325,088	\$1,188,526
FINANCIAL SUMMARY as of 8/1/2022																	
4M Account (1.10)	4M Plus (1.23)	Total															
\$863,438	\$325,088	\$1,188,526															
Education/Outreach		Aug-Oct	Communications planning surrounding North Oaks entrance raingarden with NOHOA, Vadnais/Sucker park restoration, Wilkinson 319. Lake Factsheet updates.														
Website		Aug-Oct	Community Website Evaluation Survey completed, draft scope of services sought by web consultants for price quotes to renovate website to newest Concrete5 software.														
WAV		Aug-Sept	"Good Neighbor Guide" production complete. Tamarack Nature Center pilot program for wetland health monitoring (Teal Pond), St Marys Raingarden renovation with Eagle Scout Alex Nelson complete, MN Water Stewards hosting education tables in Summer '22. Lakeaires Elementary raingarden maintenance complete, partnership with Rice Creek and Ramsey Washington Watersheds														
Cost Share & BWSR WBIF		ongoing	VH Bridgewood Park project was completed in July. Planning potential project involving 2 curb cut raingardens in WBL and possible partnership with White Bear Lake Historical Society. Planning potential WBIF amendment for spending the rest of the FY '21-22 funds. Held convene meeting for FY '22-23 WBIF funding and began planning a BWSR budget request.														
GIS		ongoing	completed Sucker & East Vadnais SLMR.														
Monitoring		ongoing	2022 season underway														
WCA		ongoing	administering WCA as needed.														

Budget Summary	Actual Expense YTD	2022 Budget amended	Remaining in Budget	% YTD
Operations	\$418,252	\$719,988	\$301,736	58%
CIP	\$182,758	\$496,600	\$313,842	37%
Total	\$601,010	\$1,216,588	\$615,578	49%

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To: VLAWMO Board

From: Phil Belfiori VLAWMO Administrator

Date: August 15, 2022

Re: Consent V.A. 2023- 2024 Biannual Engineering Professional Services solicitation

Background

As per Minnesota Rules 8410, the VLAWMO is required to biannually solicit for engineering professional services. As in past years, we plan to published notice in the official newspapers of the VLAWMO, notice in LMC website and send notice to consulting firms that have either experience with VLAWMO or requested a notice. New for 2023 and 2024, staff is proposing creation of an engineering “pool” list which will be a formal list of firms that were not selected as the VLAWMO general engineer that the VLAWMO may draw on for special project and services. This new engineering pool essentially pre-qualifying firms to perform work for the VLAWMO for any specialty and or technical work area at the discretion of the administrator.

The request requires a proposal submitted which would include qualifications of the primary consultants, billing rates for all included staff, experience and technical capacity of the firm in relation to key water management areas, references, and VLAWMO experience with the engineering firm.

Attached to this memo is the request for proposal for 2023 /24 engineering services, the notice of request for professional services to be published in the VLAWMO official newspaper and a copy of the letter provided to those interested parties. The documents identify that the proposals should be submitted to the VLAWMO by **October 1, 2022**. The review and recommendation can be provided for the October 26, 2022 Board meeting. Also attached is a contract for engineering service which would be executed (pending advice of counsel) with the engineering firm selected as VLAWMO general engineer. Any other firms that submit a proposal and are not selected will be placed in the VLAWMO engineering pool.

Requested Board Action

Authorize Staff to solicit for engineering services for 2023 and 2024.

Attachments:

1. Draft Request for proposal
2. Draft Notice for Newspaper /LMC
3. Draft engineering professional services contract

EXHIBIT A
REQUEST FOR PROPOSAL (RFP)
TO PROVIDE PROFESSIONAL GENERAL ENGINEERING SERVICES
FOR 2023 AND 2024

I. General: The Vadnais Lake Area Water Management Organization (VLAWMO) seeks proposals from qualified engineering firms to provide professional general engineering services on an “as needed” basis. The VLAWMO Board has renewed funding allocation for general engineering services. VLAWMO will select a firm to provide the services requested using its policy based on those outlined in the League of Minnesota Cities guidance, the experience and technical capacity of the Firm, and the scope of services listed below

New for 2023 and 2024 VLAWMO will be establishing an engineering “pool” list which will be a formal list of firms that were not selected as the VLAWMO general engineer that the VLAWMO may draw on for special project and services. This new engineering pool list essentially are pre-qualifying firms that may perform work for the VLAWMO for any specialty or technical work area (as listed below) at the discretion of the administrator.

II. Scope of Services: VLAWMO seeks professional engineering services to assist with particular projects or watershed studies and planning efforts as needed. Services will be within the scope of professional engineering, modeling, analysis and surveying. Primary services may be focused on (but is not limited to) the following:

- A. Stormwater management
- B. Public drainage management
- C. Feasibility studies
- D. Design assistance
- E. Project management
- F. Engineering help with grant applications
- G. The Engineer will become familiar with VLAWMO stormwater policy.
- H. Meeting attendance or presentations as needed with Board, Technical Commission or stakeholders
- I. Stormwater management review and comment of development applications, as requested.

For further reference, please see [VLAWMO’s Comprehensive Watershed Management Plan at vlawmo.org](#), with the WMO’s Plan Implementation table on page 57.

III. Term of Contract: VLAWMO shall enter into a two-year term contract with the selected general engineering firm for services on an as-needed basis. The general engineering services contract is attached to this RFP and the terms and conditions within the engineering contract as attached are expected to be approved by the selected firm pool without revisions. The contract may be renewed, at the discretion of VLAWMO.

IV. Evaluation of Proposals: Selection criteria shall include the information relevant to the scope of services in part II, experience and technical capacity of the firm, references, and VLAWMO experience with the engineering firm. VLAWMO encourages firms that it has or has not worked with to consider bidding. Any firm that is not selected to provide general engineering services may be placed in the VLAWMO engineering pool.

V. Contents of Proposals: The name, experience, and qualifications of the primary consultants and relevant support professionals should be included along with billing rates for all included staff. Cover letters, other clients and projects completed as well as references will be helpful to the evaluation. Please keep proposals to 10 pages or less. Each firm submitting a proposal in response to this Request for Proposal (RFP) must submit electronically via PDF format to the VLAWMO contact: Phil Belfiori, Administrator, phil.belfiori@vlawmo.org.

VI. Rejection of Proposals: VLAWMO reserves the right to reject any or all proposals received.

VII. Deadline: All proposals must be received electronically in PDF format by 4:00 PM on October 1, 2022, submitted to phil.belfiori@vlawmo.org. Questions should be addressed to Phil Belfiori by email and phone.

Phil Belfiori, VLAWMO Administrator
phil.belfiori@vlawmo.org
651-204-6073



DRAFT

RFP: General Engineering Services

For: Vadnais Lake Area Water Management Organization (VLAWMO)

Description: The Vadnais Lake Area Water Management Organization (VLAWMO) seeks proposals from qualified engineering firms to provide professional general engineering services on an “as needed” basis. The VLAWMO Board is seeking general engineering services to address a growing need. VLAWMO will select a firm based on experience, technical capacity, billing rate, responsiveness and the scope of services listed below.

Stormwater management

Public drainage management

Feasibility studies

Design assistance

Engineering help with grant applications

The engineer will become familiar with VLAWMO stormwater policy

Meeting attendance or presentations as needed with Board, Technical Commission or stakeholders

Stormwater management review and comment of development applications as requested.

Billing rates should be included for any included staff. Cover letters, other clients, projects and references will be helpful to the evaluation. Any firm not selected as the VLAWMO general engineer may be placed on the new engineering pool list. This new engineering pool list essentially are pre-qualifying firms that may perform work for the VLAWMO for any specialty or technical work area at the discretion of the administrator.

A full copy of the RFP is available on the VLAWMO website: www.vlawmo.org.

Deadline: All proposals must be **received by 4 PM on Oct. 1, 2022.** Questions should be addressed to Phil Belfiori by email. Both questions and proposals: phil.belfiori@vlawmo.org

Please run this the week of Sept X and Y. Thanks so much for your help.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS PROFESSIONAL ENGINEERING SERVICES AGREEMENT is made between the Vadnais Lake Area Water Management Organization (“**VLAWMO**”), a Minnesota joint powers organization, and the following engineering firm (“**Engineer**”):

Engineer Name/ Organization:	Federal EIN:
Mailing Address:	Telephone Number:
Contact Person:	Email:

The following person is designated the Project Manager of this Agreement for VLAWMO (“**Project Manager**”):

Name:	Email:
Mailing Address:	Telephone Number:

VLAWMO and Engineer may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, VLAWMO and Engineer hereby agree as follows:

1. **Agreement Documents.** This Agreement sets out the entire understanding between the parties and it supersedes any prior written or oral discussions or agreements between the parties regarding the same subject matter. This Agreement also includes VLAWMO’s request for proposals for the Services, attached hereto as Exhibit A (“**RFP**”), and the proposal submitted by Engineer, attached hereto as Exhibit B (“**Proposal**”), both of which are incorporated herein by reference. The provisions of the documents constituting the Agreement shall be read together and reconciled in the documents to the greatest extent reasonably possible. To the extent there are any conflicting provisions that cannot be reconciled, the more specific provision shall generally be controlling. In the event that a material conflict is found between provisions of the documents, the provisions in the following rank order shall take precedence: (1) this Professional Engineering Services Agreement document; (2) the RFP in Exhibit A; and (3) the Proposal in Exhibit B.
2. **Services.** Engineer agrees to perform professional engineering services as generally described in the attached Exhibit A (collectively, the “**Services**”) and in accordance with the terms and conditions of this Agreement. Engineer shall provide the Services on an as-requested basis. VLAWMO will issue a written task order (“**Task Order**”) for a specific project or item of work. The Task Order will provide any specific tasks to be provided in addition to any general Services described in this Agreement. All work done under a Task

Order are considered part of Engineer's Services for the purposes of this Agreement. Engineer shall provide the Services in a manner consistent with industry standards for similar Services and in accordance with the standards, requirements, and timelines set out in the Task Order authorizing the specific Services.

3. **Compensation.** VLAWMO shall compensate Engineer for the Services based on the rates listed in the Proposal and as be more specifically identified in a Task Order. Costs projected for a specific task in a Task Order cannot be transferred to any other tasks without prior consent of the Project Manager. Such consent does not increase the total amount of the compensation to be paid under the Task Order. Engineer shall notify the Project Manager if it anticipates changes in the cost structure for the tasks to be completed as part of the Task Order. Unless expressly provided otherwise in the Task Order, the total amount or rate of compensation is an all-inclusive amount that includes all expenses, costs, taxes, and other amounts Engineer incurs or pays to provide the Services pursuant to the Task Order. VLAWMO shall not be responsible for paying any amounts for the completion of the Services other than those expressly provided for in the Task Order.
4. **Notices.** Any notices provided under this Agreement shall be to Engineer and Project Manager as identified above.
5. **Term.** This Agreement shall commence and terminate on the dates indicated below unless it is terminated earlier as provided herein or the parties agree in writing to an extension of this Agreement.
6. **Invoices.** Engineer shall submit itemized invoices for the Services actually provided under this Agreement no more than once a month during the term of this Agreement. If the reimbursement of expenses is expressly authorized in the Task Order, no such expenses shall be reimbursed unless they are detailed in writing and accompanied by receipts. All invoices are subject to verification by VLAWMO's Administrator or the Project Manager. VLAWMO has thirty (30) days from the receipt of invoice to pay Engineer. However, if, in VLAWMO's reasonable determination, an invoice does not contain sufficient detail to verify the delivery of the Services for which payment is being sought, VLAWMO may withhold payment on the invoice until Engineer provides the requested additional detail. Such withholding shall not constitute a breach of this Agreement. No more than 90% of the amount due under this Agreement shall be paid to Engineer until the deliverables and final deliverables to be produced by Engineer as part of the Services have been reviewed and accepted by VLAWMO.
7. **Independent Contractor.** Engineer and its employees are not employees of VLAWMO. Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship as employer/employee, co-partners, or a joint venture between VLAWMO and the Contractor. It is agreed that Engineer and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of VLAWMO. The manner in which the Services are performed shall be controlled by

Engineer; however, the nature of the Services and the results to be achieved shall be specified by VLAWMO.

8. **No Agency.** Engineer, as an independent contractor, shall not be considered an agent or servant of VLAWMO for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of VLAWMO. To the extent applicable and contemplated in the delivery of the Services, Engineer may apply for and obtain needed permits on behalf of VLAWMO at Engineer's own cost.
9. **Deliverables.** If Engineer is required to produce specific deliverables to VLAWMO as part of the Services to be provided under this Agreement, such deliverables shall be identified in the Task Order issued pursuant to this Agreement.
10. **Ownership and Use of Work Product.** All data notes, working papers, reports and other work products prepared or developed in connection with the provision of Services under the Agreement (collectively, the "**Work Product**") shall become upon creation, the exclusive property of VLAWMO. Engineer may not use the Work Product or any other deliverables under this Agreement for any purpose other than fulfilling its obligations under this Agreement without prior written consent of VLAWMO. VLAWMO may grant or deny Engineer's application for such consent or may condition its consent on the payment of compensation or the imposition of such other conditions as VLAWMO deems appropriate. Engineer may use the Work Product as an example of their work in their portfolio and may reuse standard portions of such Work Product in the normal course of its business. Engineer represents and warrants that the Work Product does not and will not infringe upon any intellectual property rights of other persons or entities.
11. **Naming Rights and Acknowledgements.** To ensure that appropriate credit for funding and other contributions of VLAWMO and its staff members is given for their participation in producing any deliverables as part of the Services, and to the extent applicable, VLAWMO shall have its name and logo represented in the materials that are developed and will be acknowledged in printed materials, publications, presentations and other uses and materials developed under this Agreement. VLAWMO retains and shall have the right to control the title, citations, acknowledgments, attributions, cover design, logos and credits of the deliverables produced as part of the Services.
12. **Termination.** VLAWMO may terminate this Agreement upon thirty (30) days written notice, except that if Engineer is in default and fails to cure the default within the period provided in the written notice of default as provided in this Agreement, VLAWMO has the right to terminate this Agreement immediately upon written notice of termination. VLAWMO shall pay Engineer for Services properly rendered prior to the effective date of termination. The following provisions of this Agreement shall survive expiration, termination, or cancellation of this Agreement: Indemnification; Insurance; Applicable Law; Audit; and Data Practices.
13. **Legal Compliance.** Engineer shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in providing the Services and shall obtain all permits and

permissions that may be required. This Agreement shall be governed by and construed according to the laws of the State of Minnesota.

14. **Indemnification.** Engineer agrees to defend, indemnify and hold harmless, VLAWMO, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of Engineer, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services and against all loss by reason of the failure of Engineer to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by VLAWMO of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.

15. **Insurance.** Engineer agrees to at all times during the term of this Agreement, have and keep or cause to have and be kept in force, and to cause all contractors and subcontractors to do likewise, the following insurance coverages with at least the following limits:

(a) Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

	<u>Limits</u>
General Annual Aggregate	\$2,000,000
Products-Completed Operations	\$1,500,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence –	
Combined Bodily Injury and Property Damage	\$1,500,000

(b) Commercial Automobile Liability – Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned, and hired automobiles. \$1,000,000

(c) Workers’ Compensation and Employer’s Liability:

(1) Workers’ Compensation	Statutory
If Engineer is based outside the State of Minnesota, coverage must apply to Minnesota laws.	
(2) Employer’s Liability. Bodily Injury by:	
Accident – Each accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

(d) Professional Liability

Per Claim or Event	\$1,500,000
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Annual Aggregate

\$2,000,000

The required coverage limits may be achieved through an excess or umbrella policy, provided such policy provides the same scope of coverages as the underlying policy. The insurance must be maintained continuously for a period of at least one year after the termination of this Agreement. Engineer shall have VLAWMO named as an additional insured on its commercial general liability policy. Engineer shall provide VLAWMO a certificate of insurance showing the required coverages, insurance limits, and additional insured endorsement before undertaking any Services under this Agreement. Engineer will require that any subcontractors furnish certificates of insurance to Engineer of the insurance coverages listed above and shall provide updated certificates as coverages expire. It is the sole responsibility of Engineer to determine the need for and to procure additional insurance that may be needed to satisfy its indemnification obligation or other obligations in connection with this Agreement. Copies of policies will be submitted to VLAWMO upon written request.

16. **Engineer Representations.** Engineer represents and warrants, as inducement to VLAWMO to enter into the Agreement, as follows: (a) it has the legal authority to enter into this Agreement; (b) the person(s) executing this Agreement on behalf of Engineer is duly authorized to enter into this Agreement and to bind Engineer to its terms; (c) all of the documents that constitute this Agreement are valid and binding on Engineer; (d) it will comply with the terms and conditions of this Agreement; (e) it has the necessary licenses, personnel, experience, skill, tools, and equipment to complete the Services in accordance with the standards and timelines established in this Agreement; and (f) it is not involved in or aware of any action, claim, suit, or proceeding that is reasonably anticipated to interfere with Engineer's ability to provide the Services in accordance with the terms of this Agreement.
17. **Conflict of Interest.** Engineer agrees that it will not, during the term of this Agreement, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.
18. **Not Exclusive.** This Agreement does not constitute an exclusive contract between VLAWMO and Engineer. VLAWMO remains free to contract for similar services from other engineers and Engineer remains free to contract to provide similar services to others, provided that any such contracts do not interfere with the delivery of Services under this Agreement.
19. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.
20. **Notices.** Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to, with respect to VLAWMO, the Project

Manager and, with respect to Engineer, to Engineer's contact person, each as identified at the outset of the Agreement.

21. **Substitution of Personnel.** The Services shall be provided by the person or persons identified in the Proposal or as may be authorized in a Task Order. Upon prior approval by VLAWMO, Engineer may substitute other persons to perform the Services under a Task Order. If substitution is permitted, VLAWMO may require Engineer to furnish information on the qualifications of the substituted person.

22. **Subcontracting and Assignment.** Engineer shall not enter into any subcontract for performance of any Services contemplated under this Agreement, nor assign any interest in the Agreement, without the prior written approval of VLAWMO and subject to such conditions and provisions as VLAWMO may deem necessary or desirable in its sole discretion. Engineer shall be responsible for the performance of all of its subcontractors. If VLAWMO permits the use of subcontractors, the Contract shall, pursuant to Minnesota Statutes, section 471.425, subdivision 4a, pay any subcontractors within 10 days of Engineer's receipt of payment from VLAWMO for undisputed services provided by the subcontractor. Any undisputed amounts not paid to a subcontractor within 10 days shall be subject to, and Engineer shall pay, interest of 1-1/2 percent per month. The minimum monthly interest penalty Engineer shall pay for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Engineer shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Engineer must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

23. **Default and Cure.**

(a) **Default by Engineer.** Unless excused by VLAWMO's default, the occurrence of an uncontrollable circumstance, or VLAWMO issuing a written waiver of default, each of the following shall constitute default on part of Engineer:

- (1) The written admission by Engineer that it is bankrupt; or filing by Engineer of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against Engineer unless dismissed within ninety (90) days. The Notice of Default and cure provision of this Agreement do not apply to this paragraph;
- (2) The making of any arrangement with or for the benefit of Engineer's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Agreement do not apply to this paragraph;
- (3) Making a material misrepresentation in any of the documents submitted by Engineer or in any other provisions or conditions relied upon in the making or modification of the Agreement;

- (4) Engineer is found to persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - (5) Failure to make satisfactory progress towards completion of the Services; or
 - (6) Failure to perform any other material provision of the Agreement.
- (b) Default by VLAWMO. Unless excused by Engineer's default or the occurrence of uncontrollable circumstances or Engineer waiver of default, each of the following shall constitute a default on the part of VLAWMO:
- (1) The persistent or repeated failure or refusal by VLAWMO to pay or prevent payment of any uncontested amount to Engineer timely and properly submitted as required by this Agreement;
 - (2) Making a material misrepresentation in any of the documents provided by VLAWMO or in any other provisions or conditions relied upon in making the Agreement; or
 - (3) Persistent or repeated failure to perform any other material provision of this Agreement.
- (c) Written Notice of Default. Unless otherwise provided, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and a reasonable cure period.
- (d) Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days or such longer period as may be provided in the Notice of Default, then this Agreement may immediately be terminated by the party not in default providing a written notice of termination to the party in default.
- (e) Withholding of Payment. Notwithstanding any other provision of the Agreement, VLAWMO may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused, waived in writing, cured, or the Agreement is terminated. VLAWMO shall not be responsible for paying any portion of the withheld funds upon translation for Engineer's default if the Services for which payment is being sought were deficient or are not usable by Engineer hired to complete the Services.
- (f) Preservation of Other Remedies. The rights and remedies of VLAWMO provided in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
- (g) Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.

- (h) Cost of Termination. In the event this Agreement is terminated by reason of default by Engineer, VLAWMO may recover the necessary costs of termination, including but not limited to, administrative costs, attorney's fees and legal costs, from Engineer.
- (i) Reperformance. VLAWMO may require Engineer, at Engineer's sole expense, to reperform any of the Services provided for in this Agreement that do not meet the established standards.
- (j) Set-Off. Notwithstanding any other provision of the Agreement to the contrary, upon Engineer's breach of this Agreement VLAWMO may withhold any payment due Engineer for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of VLAWMO.

24. **No Waiver**. If VLAWMO fails to enforce any provisions of this Agreement, such failure does not waive the provision or VLAWMO's right to enforce it.
25. **Data Practices**. Engineer agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), and all other applicable laws, related to data it creates or receives from VLAWMO in the performance of the Services. Engineer will immediately report to VLAWMO any data requests from third parties relating to this Agreement. VLAWMO agrees to work with Engineer to respond to the data request. Engineer agrees to hold VLAWMO, its officers, and employees harmless from any claims resulting from Engineer's unlawful disclosure, use, or failure to produce data in accordance with applicable laws.
26. **Nondiscrimination**. Engineer agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.
27. **Audit**. Engineer agrees that VLAWMO, the Minnesota State Auditor, and Minnesota Legislative Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement. Engineer agrees to retain such records for at least six years from the date of termination of this Agreement.
28. **Applicable Law**. The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin,

State of Minnesota, regardless of the place of business, residence or incorporation of Engineer.

29. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement effective as of the year and date indicated below.

This Agreement shall be in effect as of _____ and shall terminate on _____ unless terminated earlier as provided herein.

FOR ENGINEER:

By _____

Its _____

Date _____

By _____

Its _____

Date _____

FOR VLAWMO:

By _____

Its _____

Date _____

By _____

Its _____

Date _____

To: VLAWMO Board of Directors

From: Brian Corcoran

Date: August 17, 2022

Re: V. B. Consider City of Vadnais Heights WCA application for street project

A wetland permit application was received from the City of Vadnais Heights for proposed road improvements to Oakcrest Dr, South Oak Dr and South Oak Ct. The proposed project will permanently impact 0.017 acres (740sqft) and temporarily impact 25sqft. Project is necessary to improve drainage in the area and eliminate existing scouring.

Mitigation is required for the 0.017 acre permanent impact. Mitigation for this permanent impact will be through withdrawal of wetland credits from the Metropolitan Airports Commission at 2:1 for a total purchase of 0.034 acres. Wetland bank is #1698 in BSA7.

Sequencing was done for avoidance and minimization for this project. The application was noticed to the WCA Technical Evaluation Panel (TEP) on July 22, 2022. No comments were received from the TEP on the permit application.



VLAWMO staff is requesting approval of the Vadnais Heights Street Improvements replacement plan for permanent wetland impact of 0.017 acres and wetland credit purchase at 2:1 for 0.034 acres from wetland bank #1698 in BSA7,

Attachments

- Wetland permit application **LINKED AT:**

https://www.vlawmo.org/index.php/download_file/4075/

- BWSR Purchase Agreement
- Notice of Application

Minnesota Wetland Conservation Act Notice of Application

Local Government Unit: Vadnais Lake Area WMO	County: Ramsey
Applicant Name: City of Vadnais Heights	Applicant Representative: S.E.H – Rebecca Beduhn
Project Name: Vadnais Heights 2022 Streets Improvement	LGU Project No. (if any): 6.2022
Date Complete Application Received by LGU: 7/20/2022	
Date this Notice was Sent by LGU: 7/22/2022	
Date that Comments on this Application Must Be Received By LGU¹: 8/10/2022	

¹ minimum 15 business day comment period for Boundary & Type, Sequencing, Replacement Plan and Bank Plan Applications

WCA Decision Type - check all that apply

<input type="checkbox"/> Wetland Boundary/Type	<input type="checkbox"/> Sequencing	<input checked="" type="checkbox"/> Replacement Plan	<input type="checkbox"/> Bank Plan (not credit purchase)
<input checked="" type="checkbox"/> No-Loss (8420.0415)	<input type="checkbox"/> Exemption (8420.0420)		
Part: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input checked="" type="checkbox"/> H		Subpart: <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Impact Area Proposed:

Application Materials

<input checked="" type="checkbox"/> Attached <input type="checkbox"/> Other ¹ (specify):

¹ Link to ftp or other accessible file sharing sites is acceptable.

Comments on this application should be sent to:

LGU Contact Person: Brian Corcoran
E-Mail Address: Brian.Corcoran@vlawmo.org
Address and Phone Number: 800 E County Rd E, Vadnais Heights, MN 55127 651-204-6075
Decision-Maker for this Application:
<input checked="" type="checkbox"/> Staff <input checked="" type="checkbox"/> Governing Board/Council <input type="checkbox"/> Other (specify):

Notice Distribution (include name)

Required on all notices:

<input checked="" type="checkbox"/> SWCD TEP Member: Mike Goodnature	<input checked="" type="checkbox"/> BWSR TEP Member: Ben Meyer
<input type="checkbox"/> LGU TEP Member (if different than LGU contact):	
<input checked="" type="checkbox"/> DNR Representative: Jim Levitt	
<input checked="" type="checkbox"/> Watershed District or Watershed Mgmt. Org.:	VLAWMO
<input type="checkbox"/> Applicant (notice only):	<input checked="" type="checkbox"/> Agent/Consultant (notice only): Rebecca Beduhn

Optional or As Applicable:

<input type="checkbox"/> Corps of Engineers:	
<input type="checkbox"/> BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
<input type="checkbox"/> Members of the Public (notice only):	<input type="checkbox"/> Other:

Signature: 	Date: 7/22/2022
----------------------------------------------------------------------------------------------------------	---------------------------

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

**PURCHASE AGREEMENT
FOR
WETLAND BANKING CREDITS**

THIS AGREEMENT is made this 3rd day of August 2022 between
The Metropolitan Airports Commission (Seller) and City of Vadnais Heights (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

Credits to be Sold										
Credit Subgroup	Credit Type SWC or AGC		Wetland Type/Plant Community Type			Cost per Credit	Credit Amounts			
A	SWC		Fresh Wet Meadow			\$124,146/acre (\$2.85/sq..ft.)	0.034			
Per Credit Withdrawal Fee by BSA*						Enter the Withdrawal Fee for the BSA of the account:	Total Cost:	\$4,220.96	Total Credits:	0.034
	SWC	AGC		SWC	AGC		<i>Withdrawal Fee x total credits = fee</i>			
BSA 1	\$520	\$270	BSA 6	\$1,083	\$586	\$1,992	Withdrawal Fee:	67.73		
BSA 2	\$371	\$191	BSA 7	\$1,992	\$1,060		<i>Easement Stewardship fee x total credits = fee</i>			
BSA 3	\$725	\$389	BSA 8	\$2,577	\$1,348	Easement Stewardship Fee:	Stewardship Fee:	10.27		
BSA 4	\$1,412	\$724	BSA 9	\$2,628	\$1,332	\$302	Total Fees:	78.00		
BSA 5	\$685	\$367	BSA 10	\$3,099	\$1,580		Grand Total:	\$4,298.96		

*AGC is for Ag bank credits and SWC is for standard bank credits.

2. Seller represents and warrants as follows:
- a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
 - b) Seller owns the Credits and has the right to sell the Credits to Buyer.

3. Buyer will pay Seller a total of \$4,220.96 for the Credits, as follows:
 - a) \$zero as earnest money, to be paid when this Agreement is signed; and
 - b) The balance of \$4,220.96 to be paid on the Closing Date listed below.

4. Buyer, Seller agrees to pay to a withdrawal fee of \$78.00 to the State of Minnesota based on the per credit fee of 1,992.00 for Bank Service Area 7 and a stewardship fee of \$10.27 based on the per credit fee of \$302. At the Closing Date, Buyer, Seller will execute a check made out for this amount (\$88.27), payable to the Board of Water and Soil Resources.

5. The closing of the purchase and sale shall occur on or before October 30, 2022 (Closing Date) via electronic signature exchange. The Closing Date, method and/or location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Transaction Form to Withdraw Credits provided by BWSR, provide a copy of the Transaction Form to Withdraw Credits to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee and stewardship fee.

6. Buyer has applied or will apply to the Vadnais Lakes Area Watershed Management Organization (Local Government Unit (LGU) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

(Signature of Seller)

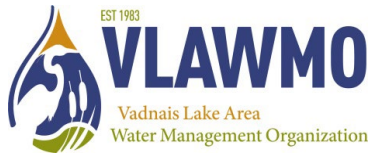
08/03/2022

(Date)

(Signature of Buyer)

08/04/2022

(Date)



To: VLAWMO Board of Directors

From: Phil Belfiori

Date: August 18, 2022

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

As in past years, attached are the materials related to the 2023 MAWD request for policy resolutions from its membership. If the VLAWMO Board has any policy resolutions it wishes to submit to MAWD, then staff would recommend discussion/consideration at the August 24, 2022 VLAWMO Board meeting.

At this time staff does not have any recommended VLAWMO sponsored MAWD policy resolutions for 2023.

Attached:

MAWD request for resolution packet materials and resolution submittal form.

MEMORANDUM

DATE: July 1, 2022
TO: MAWD Members
FROM: Sherry Davis White, Resolutions Committee Chair
RE: **2022 REQUEST FOR MAWD RESOLUTIONS**



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

- July / August** Members write, discuss, and approve resolutions at your WD/WMO meetings. The more detail you can provide, the easier it will be for the committee to make a recommendation.
- September 1** Administrators submit resolutions and background information documents to the MAWD office at emily@mnwatershed.org by September 1. If more time is needed, please contact the MAWD office so the MAWD Resolutions Committee is aware that another resolution may be submitted. The latest possible date to submit a resolution is **60 days before** the annual meeting (October 4). We ask that resolutions be submitted according to the described timeframe to ensure distribution to members for discussion by your boards in November.
NOTE: If all the requested information is not included, the Resolution will NOT be accepted.
- September / October** The MAWD Resolutions Committee will review the resolutions, gather more information or ask for further clarification when deemed necessary, work with the submitting watersheds to combine similar resolutions, reject resolutions already active, discuss and make recommendations on their passage to the membership.
- October 31** Resolutions (with committee feedback) will be emailed to each organization by Oct 31.
NOTE: If at all possible, please hold a regional meeting to discuss the Resolutions BEFORE the annual conference.
- November** Members should discuss the resolutions at their November meetings and decide who will be voting on their behalf at the annual meeting (2 voting members and 1 alternate are to be designated per watershed organization)
- December 3** Delegates discuss and vote on resolutions at the annual resolutions hearing. Please be prepared to present and defend your resolution.
- December** Legislative Committee will review existing and new resolutions and make a recommendation to the MAWD Board of Directors for the 2023 legislative platform.
- December 2022** MAWD Board of Directors will finalize the 2023 legislative platform.
- January 2023** Legislature returns for the 93rd Legislature, 2023-2024.

NOTE: Resolutions passed by the membership will remain MAWD policy for five years after which they will sunset. If a member wishes to keep the resolution active, it must be resubmitted and passed again by the membership. Enclosed with this memorandum are the active resolutions and those that will sunset 12/31/22. Please feel free to contact me at sherrywhite@mediacombb.net or (952) 215-6963 or our Executive Director Emily Javens if you have any questions at emily@mnwatershed.org or (651) 440-9407.

THANK YOU FOR YOUR EFFORTS IN OUR POLICY DEVELOPMENT!

Background Information

2022 MAWD Resolution

Proposing District: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Resolution Title: _____

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

Background that led to the submission of this resolution:

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

Ideas for how this issue could be solved:

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

Efforts to solve the problem:

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

Anticipated support or opposition:

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

This issue: (check all that apply)

_____ Applies only to our district

_____ Applies only to 1 or 2 regions

_____ Applies to the entire state

_____ Requires legislative action

_____ Requires state agency advocacy

_____ Impacts MAWD bylaws or MOPP

(MOPP = Manual of Policies and Procedures)



Active MAWD Resolutions

July 1, 2022

FINANCE ISSUES

2021-01A: Support SWCD Capacity Fund Sources

MAWD supports SWCD capacity funds to come from county and state general funds.

2021-01B: Support Clean Water Funds for Implementation, Not Capacity

MAWD Supports Clean Water Funds being used for implementation and not for capacity.

2021-02: Support Capacity Funding for Watershed Districts

MAWD supports capacity base funding resources directed to non-metro watershed district who request this assistance, to implement the activities as outlined in approved watershed district watershed management plans or comprehensive watershed management plans.

2021-05: Support Crop Insurance to Include Crop Losses Within Impoundment Areas

MAWD supports expansion of Federal Multi-Peril Crop Insurance to include crop losses within impoundment areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

URBAN STORMWATER

2017-04 Limited Liability for Certified Commercial Salt Applicators

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

2017-07 Creation of a Stormwater Reuse Task Force

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

PUBLIC DRAINAGE LAW

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

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

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

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

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

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

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

LAKES AND WETLANDS

2020-01 Appealing Public Water Designations

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

2020-02 Limiting Negative Impacts from Wake Boats

MAWD supports:

- a) limiting wake boating to areas of lakes sufficiently distanced from shorelines to allow boat generated waves to adequately dissipate and lessen energy before coming into impact with lake shorelines;
- b) banning wake boats wakes in shallow lake areas where waves created by wake boats detrimentally impact sediment, aquatic vegetation, and aquatic habitat; and
- c) requiring new and existing wake boats to be able to completely drain and decontaminate their ballast tanks.

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

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

2019-07 Chinese Mystery Snail Designation Change and Research Needs

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

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

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

WATERSHED MANAGEMENT AND OPERATIONS

2021-03: Support Increased Flexibility in Open Meeting Law

- MAWD supports changes to the Open Meeting Law to provide greater flexibility in the use of interactive technology by allowing members to participate remotely in a nonpublic location that is not noticed, up to three times in a calendar year per manager.
- MAWD supports allowing public participation from a remote location by interactive technology, or alternatively from the regular meeting location where interactive technology will be made available for each meeting, unless otherwise noticed under Minnesota Statutes Section 13D.021.
- MAWD supports changes to the Open Meeting Law requiring watershed districts to prepare and publish procedures for conducting public meetings using interactive technology.

2021-06: Support 60-day Review Required for State Agencies on Policy Changes

MAWD supports requiring State Agencies to provide a meaningful, not less than 60-day review and comment period from affected local units of government on new or amended water management policies, programs, or initiatives with a response to those comments required prior to adoption.

2021-07: Support Metro WBIF for Approves 103B Plans Only

MAWD supports BWSR distribution of metro WBIF among the 23 WMOs with state-approved comprehensive, multi-year 103B watershed management plans. Those plans implement multijurisdictional priorities at a watershed scale and facilitate funding projects of any eligible local government unit (including soil and water conservation districts, counties, cities, and townships).

2020-03 Soil Health Goal for Metropolitan Watershed Management Plans

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

2019-01 Streamline the DNR permitting process

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

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

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

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

2019-05 Watershed District Membership on Wetland Technical Evaluation Panels

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

2018-03 Require Timely Appointments to the BWSR Board

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

2018-04 Require Watershed District Permits for the DNR

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

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

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

2018-09 Clean Water Council Appointments

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

Resolutions to Sunset

Effective December 31, 2022

In accordance with MAWD's Sunset Policy, the following resolutions will be archived at the end of 2022 and will no longer be considered for future legislative and administrative platforms. The Sunset Policy says that resolutions older than five years old shall be removed from the books. If your watershed feels any of these issues should continue to be actively pursued with MAWD resources, then your watershed board needs to submit the resolution and the issue will need to be voted on and renewed by the membership at the annual meeting in December 2022. Please see previous sections for language associated with the following resolutions set to expire.

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

2017-04 Limited Liability for Certified Commercial Salt Applicators

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

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

2017-07 Creation of a Stormwater Reuse Task Force

To: VLAMWO Board of Directors

From: Phil Belfiori

Date: August 18, 2022

RE: Consent agenda item – V. D. Review of draft MAWD Strategic Plan

Please find below the link to the draft MAWD Strategic Plan document for membership review. In late 2021, I was appointed by the members of the Minnesota Association of Watershed Administrators (MAWA) to represent them on the MAWD Strategic Plan Committee.

The MAWD Strategic Plan Committee respectfully requests that you review this draft Plan at your August 24th board meeting and identify any comments or revisions.

Given that I was part of the development of the draft Strategic Plan Committee ([see link to the document below](#)), it is recommended that the Board authorize staff to send an email to MAWD staff in support the draft document and thanking MAWD staff and those involved in the Plan development process.

Proposed Board Motion:

Director _____ authorizes staff to send communication to MAWD in support of the August 2022 draft of the MAWD Strategic Plan

LINK TO DRAFT MAWD STRATEGIC PLAN DOCUMENT:

https://www.vlawmo.org/index.php/download_file/4073/

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: August 17, 2022

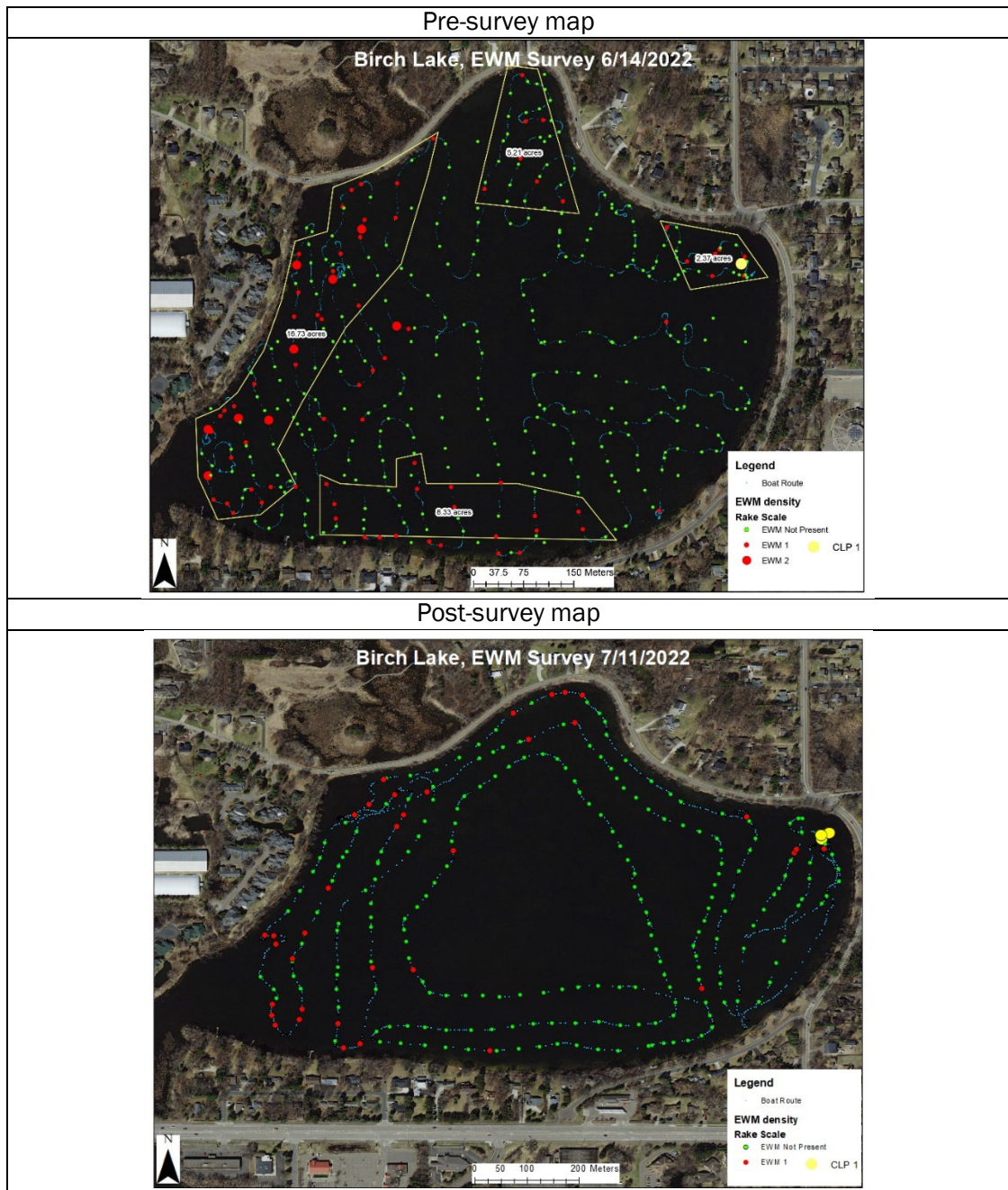
Re: V. E. 1, Birch Lake EWM treatment grant completed and closed out for 2022

VLAWMO staff worked closely with BLID, MN DNR, and RCSWCD to complete the grant-funded Eurasian watermilfoil (EWM) treatment on Birch Lake (as reported in the June Board memo). During the pre-survey with RCSWCD and VLAWMO staff, EWM was found to be widespread in the lake but very sparse in any one location. A new infestation of Curly-leaf pondweed was also detected. A follow-up turion survey will be done by RCSWCD to determine the extent of the infestation. RCSWCD also collected samples and is reporting the new infestation to the MN DNR.

Based on the widespread but sparse nature of the EWM detected on the pre-survey, RCSWCD and MN DNR did not recommend chemical treatment. The healthy native vegetation on Birch Lake is likely preventing widespread colonization of invasives. MN DNR approved handpulling as an alternative treatment. Dive Guys was a company recommended by RCSWCD. VLAWMO staff worked with BLID to get Dive Guys set up to complete the work prior to the previously scheduled, annual mechanical harvest. Dive Guys were able to cover the entire lake with their crew. The follow-up survey by RCSWCD and VLAWMO staff showed only a few areas with single plants. This project was funded for 2 years and will continue in 2023.

The grant work has been approved and closed out at this time with MN DNR for 2022. VLAWMO received the reimbursement for the first year payment; those funds are being reimbursed to BLID. BLID paid for the removal. VLAWMO is paying for the survey work.

As always, we couldn't do projects like this without our partners. Thank you to all who helped make this project possible, in a very short time and with a need to adapt quickly to what we learned in the field.



Healthy vegetation on Birch Lake



To: VLAWMO Board of Directors

From: Phil Belfiori, Dawn Tanner

Date: August 17, 2022

Re: V.E. 2. Update on discussions with City of White Bear Lake on E Goose ALM plan

VLAWMO staff sent the VLAWMO aquatic plant management position letter and invitation to continue with partnership to the City of White Bear Lake as authorized by the Board at the February 2022 meeting. VLAWMO and City staff updated new members, as reported to the Board in June 2022.

VLAWMO received an affirmative response from the City for continued partnership including 50% financial support in continued development of the Adaptive Lake Management (ALM) Plan for East Goose Lake. The letter received from the City is included in the packet.

VLAWMO and City staff are working with Barr Engineering on a revised scope and will have a budget request for continued ALM Plan development later this year.

Attachment

1. Letter from City of White Bear Lake



City of White Bear Lake

4701 Highway 61 N.
White Bear Lake, Minnesota 55110
651-429-8531 | www.whitebearlake.org

June 21, 2022

Jim Lindner, Chair, VLAWMO Board of Directors
800 County Road E East
Vadnais Heights, MN, 55127

RE: Response to VLAWMO approved resolution regarding VLAWMO's role in Aquatic Plant Management (APM) letter

Dear Mr. Lindner:

We are writing in response to your letter dated February 25, 2022 regarding VLAWMO's role in aquatic plant management. VLAWMO and City staff met with our new Mayor, Dan Louismet, and Councilmember, Heidi Hughes, on June 6, 2022 to provide background on the East Goose Lake Adaptive Lake Management (ALM) process to date. This overview included information about shallow lake science and restoring a shallow lake from a turbid algae dominated state to a clear plant dominated state, the challenges of managing aquatic plants for recreation, VLAWMO's position on aquatic plant management, and the possible next step of drafting an ALM plan for East Goose Lake.

The Mayor, City Council, and staff values our partnership with VLAWMO and appreciates the effort that went in to completing the East Goose Lake community engagement process, City Council education, and resulting VLAWMO resolution that defines your role in aquatic plant management. We understand that VLAWMO's role in aquatic plant management for all lakes within VLAWMO will not include the harvest of native vegetation for the primary goal of improving recreation. We also understand that a comprehensive ALM plan may define management options for East Goose Lake that balance the City's MS4 responsibilities, ecological health of the lake, and aquatic plant management for recreation. After reading through your letter and the attached Resolution No. 01-2022 regarding VLAWMO's role in aquatic plant management, I am confirming the City's interest to move forward in partnering on development of an ALM plan for East Goose Lake.

We look forward to working together with VLAWMO on the development of this plan.

Sincerely,

Lindy Crawford
City Manager

To: VLAWMO Board of Directors
From: Dawn Tanner and Phil Belfiori
Date: August 17, 2022
Re: **V. E. 3. Wilkinson BMP update**

VLAWMO completed the engineering contract with Houston Engineering, Inc. (HEI), following approval of the Board in June. VLAWMO staff have been working to provide all of the information necessary for HEI to begin their phase of design work, picking up where Barr Engineering left off in the preliminary design phase. VLAWMO staff and HEI had a kick-off meeting on July 20, 2022. VLAWMO staff, HEI, and NOC partners conducted a site visit on July 27, 2022. HEI was onsite conducting survey efforts on August 10, 2022.

We are excited to be underway with this phase of the design process. Regular updates will be provided over the coming months.

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: August 17, 2022

Re: V. E. 4. Pleasant Lake carp project update

The spring/summer carp removal effort was successful and is now completed. An estimated total of ~21,000 pounds of carp and 916 individuals were removed. A follow-up biomass estimate and updated PIT tagging effort, yet to be conducted later this summer, will give us a better idea of how many more carp need to be removed to meet the 100 kg/ha water-quality goal.

An abstract has been submitted for the annual MAWD meeting in December for VLAWMO staff to present results of this project to date.

To: VLAWMO Board of Directors

From: Brian Corcoran and Phil Belfiori

Date: August 17, 2022

Re: **VI. A.** Consider awarding contract to Peterson Companies, Inc. for construction of Biochar Project and consider amended scope for S.E.H inspection services

VLAWMO staff sent quote requests to six contractors for the construction of the Whitaker Biochar Project on June 29, 2022. Staff received two quotes for project construction on July 21, 2022. Quotes were received from Peterson Companies, Inc. and Davey Group.

S.E.H reviewed the received quotes and issued a Recommendation of Award memorandum on August 11, 2022 for Peterson Companies, Inc. in the amount of \$132,350. S.E.H also recommends having a 15% contingency available to cover unforeseen conditions during construction in the amount of \$19,852.

VLAWMO staff also recommends a S.E.H scope of services amendment for construction observation for \$4,000.

Please find attached the 8.11.22 S.E.H Award Recommendation, the scope of services amendment for Construction Observation, proposed Contract with Peterson Companies Inc. with Exhibits A-C, and PowerPoint slideshow which provides a summary of the bid process and finance breakdown.

Requested Board Action

Staff request Board consideration of proposed motion:

Director _____ moves and Director _____ seconds to Approve Resolution 06-2022.

Attached:

1. PowerPoint slides
2. Award Recommendation memo from SEH dated 8.11.22
3. Peterson Companies Contract with exhibits A-C
4. Amendment with SEH for Construction Observation Services
5. Resolution 06-2022

Agenda Item VI. A.

Attachment 1

Consider hiring Peterson Companies for construction of Biochar Project and consider amended scope for S.E.H inspections Services

August 24, 2022
VLAWMO Board Meeting

**Bid Process**

- Six companies were solicited for quotes for construction of the Biochar project on June 29th, 2022.
- Mandatory Pre-Bid meeting was held on site on July 13th, 2022,
- Five companies attended the pre-bid mtg.
- Quotes were due on July 21st, 2022
- Two quotes were received

S.E.H Recommendation

- S.E.H staff reviewed received quote and provided a recommendation of award on August 11th, 2022 (recommendation memo in packet)
- S.E.H determined Peterson Companies, Inc. was the lowest responsible contractor and recommend award to Peterson Companies, Inc. in the amount of \$132,350.
- S.E.H staff also recommends having a 15% contingency available to cover unforeseen conditions that may be encountered during construction.

Contract & Construction Observation Amendment

- Contracted Services Agreement between VLAWMO and Peterson Companies, Inc. is attached (in packet-attachment 3)
- Staff is recommending authorization of a Construction Observation Amendment to the S.E.H scope of services agreement.
- Amendment will add an estimated 4K to the approved scope of services agreement dated 2-4-2022.

Financial background

Anticipated Costs

\$34,115	Engineering Design services approved in Feb. 2022
\$4,000	Engineering Observation/ Inspection (SEH supplemental in packet)
\$132,350	Peterson Companies Quote
\$19,852	15% contingency (if needed)
\$190,317	TOTAL

Available Revenue

\$59,000	319 grant
\$69,528.50	BWSR WBF
\$70,000	2022 VLAWMO approved budget for Biochar project
\$198,528.50	TOTAL

Next steps and anticipated schedule

- Award Contract (August Board Meeting)
- Construct Project (Fall /early Winter 2022)
- Monitor project 2023

Proposed Board action

Staff request Board consideration of proposed motion:

Director _____ moves and Director _____ seconds to approve **resolution 06-2022** which includes the following four Board actions:

1. Approve awarding of the contract for the Biochar project at Whitaker Pond to Peterson Companies Inc. for the construction price of \$132,350;
2. Authorize SEH to sign and transmit the Notice of Award, and Administrator to sign the construction contract and issue the Notice to Proceed on advice of SEH and Counsel and when prerequisites for issuance has been met by the contractor;
3. Authorize Administrator to sign change orders increasing the contract price in an aggregate net amount not exceeding 15 percent of the contract price (\$19,852); and
4. Approve the attached construction and observation amendment in the amount of \$4,000 to the 2-4-2022 SEH scope of services agreement.



Building a Better World
for All of Us®

Attachment 2

MEMORANDUM

TO: Phil Belfiori, VLAWMO Administrator

FROM: Jeremy Walgrave, PE, CFM

DATE: August 11, 2022

RE: Whitaker Pond Biochar Basin - Recommendation of Award
SEH No. 14.00

SEH staff have reviewed the quotes received on July 21, 2022 for the Whitaker Pond Biochar Basin. Based on a review of the quotes submitted, SEH has determined that Peterson Companies, Inc. is the lowest responsible contractor that has provided a quote. We recommend award to Peterson Companies, Inc. in the amount of \$132,350.

SEH staff also recommends having a 15% contingency available to cover unforeseen conditions that may be encountered during construction.

jjw

c: Brian Corcoran (VLAWMO)
Jordan Thole (SEH)
Emily Jennings (SEH)

x:\uz\v\adla\159595\6-bid-const\65-conform-cont\award-recommendation-11aug2022.docx

Engineers | Architects | Planners | Scientists

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

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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VLAWMO BOD - August 2022

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Contracted Services Agreement Attachment 3

Vadnais Lake Area Water Management Organization and Peterson Companies, Inc.

This Construction Services Contract (“Contract”) is entered into by and between the **Vadnais Lake Area Water Management Organization**, a Minnesota joint powers entity (“**VLAWMO**”), and **Peterson Companies, Inc.** (“**CONTRACTOR**”). In consideration of the mutual promises contained herein, and intending to be legally bound, VLAWMO and CONTRACTOR hereby agree as follows:

1. Scope of Work

CONTRACTOR shall complete the work as defined in Exhibit A and Exhibit B – Plans dated June 14, 2022, Exhibit C – Quote Form submitted by Peterson Companies, Inc. dated July 21, 2022, and the following (collectively, the “Work”):

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

Private drives must remain open to access at all times.

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

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

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

2. Independent Contractor

CONTRACTOR acknowledges and agrees it is an independent contractor under this Contract and that nothing contained herein shall be construed to create the relationship of employer-employee or joint venture between VLAWMO and CONTRACTOR. CONTRACTOR will select the means, method and manner of performing the Work. CONTRACTOR is not the agent, representative or employee of the VLAWMO in any manner. Personnel performing the Work on behalf of CONTRACTOR, including volunteer personnel the CONTRACTOR may utilize, will not be considered employees of the VLAWMO and will not be entitled to any compensation, rights or benefits of any kind from VLAWMO.

3. Subcontract and Assignment

CONTRACTOR will not assign, subcontract or transfer any obligation or interest in this Contract or the Work without the prior written consent of VLAWMO.

4. Indemnification

CONTRACTOR will indemnify, defend and hold harmless VLAWMO, its officers, board members, employees and agents from any and all actions, claims, costs, reasonable attorneys fees, damages and liabilities of any nature arising out of or by reason of any act or omission of CONTRACTOR, its officers, agents, contractors or employees, in the execution, performance, or failure to adequately perform CONTRACTOR's obligations pursuant to this Contract. This obligation shall survive the termination of this Contract. Nothing in this Contract shall constitute a waiver by VLAWMO of any statutory limits or immunities from liability whether provided in Minnesota Statutes, Chapter 466 or elsewhere.

5. Compensation

When the Work is completed, VLAWMO will compensate CONTRACTOR in accordance with Exhibit A. The total payment for the Work directed in this Contract will not exceed **\$132,350**. Payment for undisputed Work will be due within 30 days of receipt of invoice.

Final payment requires that CONTRACTOR comply with applicable state income tax withholding requirements under Minnesota Statutes § 270C.66 and provide VLAWMO with a copy of a signed IC-134 form.

6. Insurance

At all times during the performance of the Work, CONTRACTOR will have and keep in force the following insurance coverage:

- A. Commercial general liability (CGL): **\$1,500,000** each occurrence and aggregate, covering completed operations and contract indemnification.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, **\$1,500,000**.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

Insurance coverage will be on an occurrence basis. CONTRACTOR shall have VLAWMO named as an additional insured on its commercial general liability policy. CONTRACTOR shall provide VLAWMO proof of insurance upon reasonable request.

7. Compliance with Laws

CONTRACTOR will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work, and will procure all licenses, permits and other rights necessary to perform the Work. In performing the Work, CONTRACTOR will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

8. Failure to Perform

VLAWMO may, by written notice to the CONTRACTOR, immediately terminate this Contract if it determines any of the following have occurred: failure to adequately perform or deliver the required materials or Work; failure to follow the specifications or standards established by this Agreement; failure to perform or complete the Work in a timely fashion as established by the VLAWMO; failure to provide the required insurances; or failure to correct deficiencies within ten (10) days' notice thereof. If the VLAWMO terminates this Contract for CONTRACTOR's failure to perform, it shall provide CONTRACTOR written notice that includes the reasons for the termination. Upon such termination, the VLAWMO shall only be required to pay for the portion of the materials and Work that were in accordance with this Contract, but may offset that amount by the costs VLAWMO will incur to correct any defective materials or work.

9. Term.

This Contract shall commence on the date of the last party to execute it and shall terminate once all of the Work is completed and final payment has been made, unless terminated earlier as provided herein.

10. Miscellaneous Provisions

- A. This Contract is terminable by either party, for any reason, upon at least 30 days written notice of termination provided to the other party.
- B. CONTRACTOR will provide VLAWMO, the Minnesota State Auditor, and Minnesota Legislative Auditor access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement. Engineer agrees to retain such records for at least six years from the date of termination of this Agreement.
- C. CONTRACTOR agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), and all other applicable laws, related to data it creates or receives from VLAWMO in the performance of the

Work. CONTRACTOR will immediately report to VLAWMO any data requests from third parties relating to this Contract.

- D. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota and Ramsey County.
- E. All covenants, promises, agreements, and obligations of the VLAWMO contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the VLAWMO, and not of any governing body member, officer, agent, servant, or employee of the VLAWMO in the individual capacity thereof.
- F. Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances, unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform and an explanation of the reasons. The VLAWMO and CONTRACTOR agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects. If a matter arising under this paragraph is unable to be resolved within 30 days, the party aggrieved by the other party's non-performance may terminate this Contract upon 10 days' written notice.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this Contract effective as of the date of the last party to execute it.

Peterson Companies, Inc.

By: _____ Date: _____
Owner

Vadnais Lake Area Water Management Organization

By _____ Date: _____
Phil Belfiori, Administrator

Exhibit A – Scope of Work and Compensation for Contracted Services Agreement, Vadnais Lake Area Water Management Organization and Peterson Companies, Inc.

Description of Work

CONTRACTOR shall complete the work as defined in Exhibit B – Plans dated June 14, 2022 and the following:

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

Private drives must remain open to access at all times.

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

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

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

Timing of Work

Work may begin upon receipt of Notice-to-Proceed from the Owner. The Contractor shall inform the Owner and Engineer of the anticipated start date, construction schedule, and changes to the schedule two working days prior to starting work.

The deadline for completion of the work is 12/31/2022.

Permits

The Vadnais Lake Area Water Management Organization (VLAWMO) has determined that permits for the Repair Project are not required from the US Army Corps of Engineers, Minnesota DNR Public Waters Work Permit, Minnesota DNR Protected Waters Exemption, and Minnesota Pollution Control Agency.

VLAWMO will be responsible for Wetland Conservation Act (WCA) Permitting.

Contractor shall be responsible for all other necessary permits to complete the project.

Compensation

Payment is on a “lump sum” basis. The total maximum payment for work under this contract shall not exceed **\$132,350.**

In addition to the requirements shown in the plans, the contractor shall provide construction staking and verification of elevations at no additional cost to the project. Contractor shall include time for Engineer directed equipment and operator time to complete any fine tuning of the final grading at no additional cost to the project.

Previously collected survey data is available upon request from the Engineer.

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

CITY OF

Exhibit B

WHITE BEAR TOWNSHIP, MN

WHITAKER POND IMPROVEMENTS

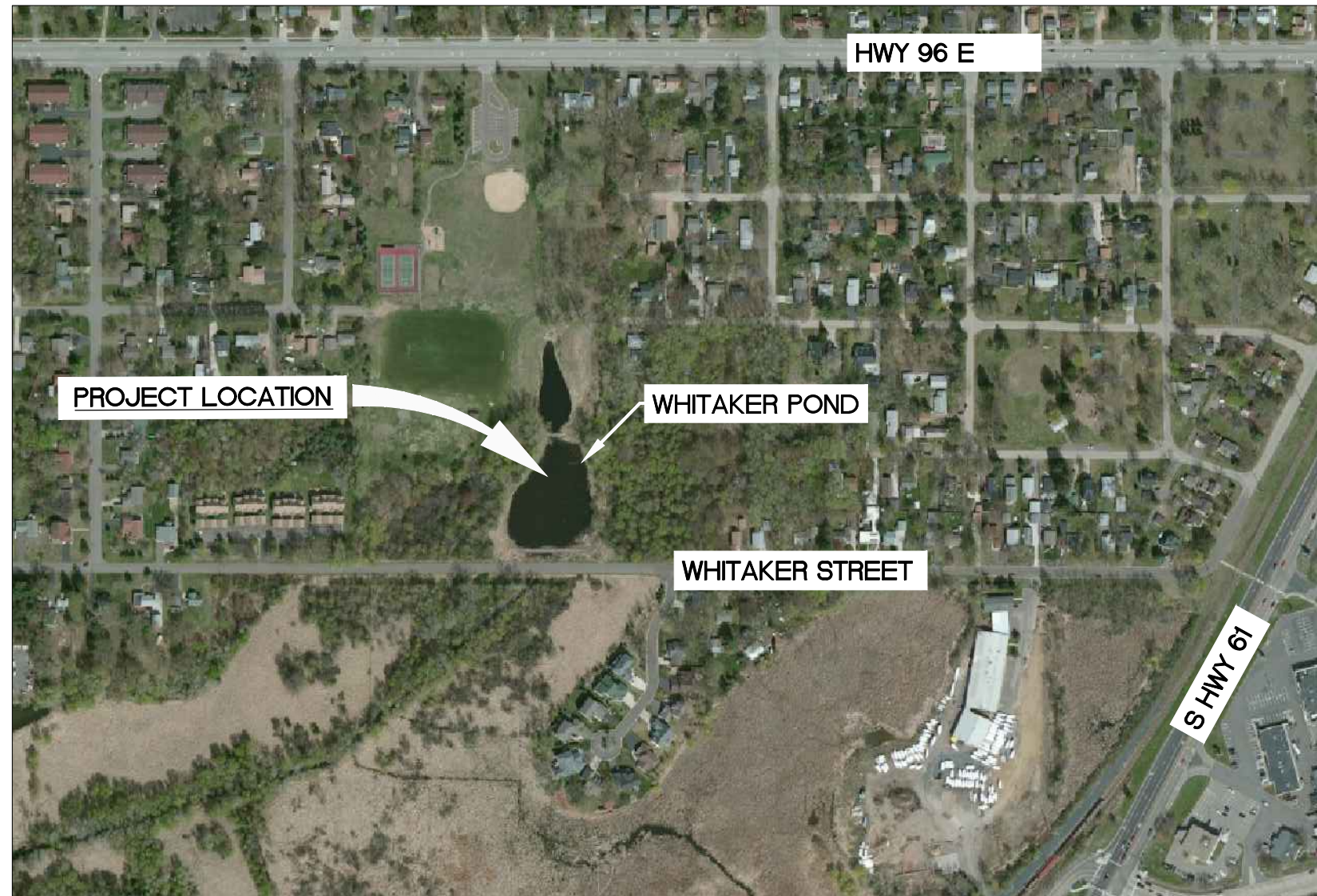
GOVERNING SPECIFICATIONS
 THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND ALL SUPPLEMENTS THERETO SHALL GOVERN UNLESS OTHERWISE NOTED.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	ACCESS, STAGING, & REMOVAL PLAN
4	SITE PLAN
5-6	DETAILS & GENERAL NOTES

THIS PLAN CONTAINS 6 SHEETS.

PROJECT LOCATION



- EXISTING**
- RIGHT OF WAY
 - PERMANENT EASEMENT
 - PROPERTY LINE
 - △^{XX} HORIZONTAL CONTROL POINT
 - BENCHMARK
 - SURVEY MARKER
 - ⊕ SOIL BORING
 - FM — SANITARY SEWER AND MANHOLE
 - FM — FORCE MAIN AND LIFT STATION
 - SANITARY SEWER SERVICE & CLEANOUT
 - WATER MAIN, HYDRANT, VALVE AND MANHOLE
 - WATER SERVICE AND CURB STOP BOX
 - STORM SEWER, MANHOLE AND CATCH BASIN
 - CULVERT AND APRON ENDWALL
 - GAS MAIN, VALVE, VENT AND METER
 - HH — HANDHOLE
 - FO — BURIED FIBER OPTIC CABLE AND MANHOLE
 - T-BUR — BURIED PHONE CABLE, PEDESTAL AND MANHOLE
 - TV-BUR — BURIED TV CABLE, PEDESTAL AND MANHOLE
 - P-BUR — BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER
 - OVERHEAD WIRE, POLE AND GUY WIRE
 - ★ LIGHT POLE
 - ★ TRAFFIC SIGNAL
 - ★ STREET NAME SIGN
 - ★ SIGN (NON STREET NAME)
 - ||||| RAILROAD TRACKS
 - 6" DECIDUOUS AND CONIFEROUS TREE
 - ★ BUSH / SHRUB AND STUMP
 - ~~~~~ EDGE OF WOODED AREA
 - WET WETLAND
 - BUILDING
 - X — FENCE (UNIDENTIFIED)
 - X — BARBED WIRE FENCE
 - XC — CHAIN LINK FENCE
 - XE — ELECTRIC WIRE FENCE
 - XWD — WOOD FENCE
 - XWW — WOVEN WIRE FENCE
 - PLATE BEAM GUARDRAIL
 - CABLE GUARDRAIL
 - POST / BOLLARD
 - RETAINING WALL
- PROPOSED**
- 6+00 — STREET CENTERLINE
 - RIGHT-OF-WAY
 - PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - CONSTRUCTION LIMITS
 - FM — SANITARY SEWER, BULKHEAD AND MANHOLE
 - FM — FORCE MAIN
 - SANITARY SERVICE AND CLEANOUT
 - WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
 - WATER VALVE MANHOLE, REDUCER, BEND AND CROSS
 - WATER SERVICE AND CURB STOP BOX
 - STORM SEWER, MANHOLE AND CATCH BASIN
 - CULVERT AND APRON ENDWALL
 - DRAIN TILE
 - DITCH / SWALE
 - RIPRAP
 - STREET NAME SIGN
 - SIGN (NON STREET NAME)
 - RETAINING WALL

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

THE CONTRACTOR SHALL CALL THE ONE CALL SYSTEM AT
 811 BEFORE COMMENCING EXCAVATION.

ELEVATIONS SHOWN ARE IN NAVD88



Know what's below.
 Call before you dig.

VLAWMO BOD - August 2022

APPROVED:
 Phil Belfiori, Administrator DATE

VADNAIS LAKE AREA WATER
 MANAGEMENT ORGANIZATION (VLAWMO)



FILE NO. 159595	1 6
Signature: <i>Jeremy Walgrave</i> Jeremy Walgrave, P.E.	
Date: 06.14.2022	Lic. No. 43131

SPECIFICATIONS:

1. THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND ALL SUPPLEMENTS THERETO SHALL GOVERN UNLESS OTHERWISE NOTED.
2. THIS PROJECT SHALL BE PAID BY THE LUMP SUM FOR THE SUCCESSFUL COMPLETION OF THE PROJECT IN ITS ENTIRETY.
3. ALL EXCESS MATERIAL FROM THE SITE INCLUDING TREES, STUMPS, AND EXCAVATED MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE.
4. CONTRACTOR SHALL CONTACT GOPHER ONE TO LOCATE UTILITIES PRIOR TO EXCAVATION.
5. DEWATERING. WHITAKER POND CAN BE DRAWN DOWN DURING CONSTRUCTION. THE EXISTING 6" VALTERRA GATE VALVE CAN BE OPENED TO DRAW DOWN THE POND. THE VALVE SHALL BE CLOSED UPON COMPLETION OF THE PROJECT. ADDITIONALLY, A TEMPORARY DRAINAGE DITCH AND/OR PIPE CAN BE INSTALLED ALONG THE NEW PIPE ALIGNMENT TO FACILITATE DRAWDOWN OF THE POND. IF A DRAINAGE DITCH IS UTILIZED, TEMPORARY CONTROLS WILL BE NEEDED TO MINIMIZE EROSION AND SEDIMENTATION.
6. DO NOT DISTURB THE EXISTING WEIR STRUCTURE.
7. THE CLAY LINER SHALL BE BENTOMAT 600CL OR APPROVED EQUAL.
8. BIOCHAR SHALL MEET THE MINIMUM SPECIFICATIONS OF THE "NAKED CHAR" PRODUCED BY AMERICAN BIOCHAR, NILES, MICHIGAN. IF A DIFFERENT SOURCE OF BIOCHAR IS SELECTED, PRODUCT INFORMATION SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR REVIEW AND APPROVAL. THE FOLLOWING PRODUCTS MAY BE USED AS AN ALTERNATE IF THEY MEET THE MINIMUM SPECIFICATIONS OF THE "NAKED CHAR."
 - a. AGRICULTURAL CARBONS PRODUCED BY NATIONAL CARBON TECHNOLOGIES, OAKDALE, MN
 - b. ROGUE BIOCHAR PRODUCED BY OREGON BIOCHAR SOLUTIONS, WHITE CITY, OR.
 - c. TERRA CHAR PRODUCED BY BIOENERGY INNOVATIONS GLOBAL, COLUMBIA, MO
9. THE SAND AND BIOCHAR SHALL BE THOROUGHLY MIXED INTO A HOMOGENOUS MIXTURE. THE BIOCHAR AND SAND CAN BE DELIVERED TO AND MIXED AT ONE OF THE FOLLOWING SITES:
 - a. (OLD) WHITE BEAR LAKE PUBLIC WORKS FACILITY
1890 WHITAKER STREET
WHITE BEAR LAKE, MN
(THIS SITE WILL HAVE TO BE ACCESSED OFF OF HOFFMAN ROAD GATE NEXT TO THE RAILROAD TRACKS)
 - b. WHITE BEAR LAKE PUBLIC WORKS FACILITY
3950 HOFFMAN ROAD
WHITE BEAR LAKE, MN
 - c. WHITE BEAR LAKE SHALL BE CONTACTED FOR DIRECTION ON WHICH SITE TO USE.
 - d. WHITE BEAR LAKE SHALL BE NOTIFIED OF DELIVERY, MIXING OPERATIONS, AND HAUL OFF OF THE BIOCHAR AND SAND AT LEAST 7 DAYS PRIOR TO EACH ACTIVITY.
 - e. ANY DAMAGES TO THE MIXING SITE SHALL BE REPAIRED IMMEDIATELY AND SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ALL SAND AND BIOCHAR MATERIALS SHALL BE REMOVED FROM THE MIXING SITE.
10. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.
 - a. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR ACCEPTANCE PRIOR TO EXECUTION OF ANY WORK ON SITE. THE TRAFFIC CONTROL PLAN SHALL CONTAIN A SCHEDULE AND DESCRIPTION OF THE SIGNAGE AND MATERIALS USED FOR TRAFFIC CONTROL.
 - b. NOTIFICATION TO VLAWMO, WHITE BEAR LAKE, AND WHITE BEAR TOWNSHIP SHALL BE PROVIDED AT LEAST 7 DAYS PRIOR TO THE START OF ANY WORK ON-SITE. ADDITIONAL NOTIFICATIONS AS NECESSARY WHEN THERE ARE DEVIATIONS FROM THE ORIGINAL TRAFFIC CONTROL PLAN AND SCHEDULE.
 - c. FULL CLOSURE OF WHITAKER STREET IS NOT ALLOWED. A MINIMUM OF ONE 12 FOOT WIDE SHALL BE MAINTAINED AT ALL TIMES.
 - d. "WORK AHEAD" SIGNS (OR APPROVED EQUAL) ARE REQUIRED TO BE IN PLACE ON BOTH SIDES OF WHITAKER STREET FOR THE DURATION OF THE PROJECT. ADDITIONAL SIGNAGE TO BE USED AS NECESSARY TO PROVIDE SAFETY TO THE TRAVELING PUBLIC.
11. EROSION AND SEDIMENT CONTROLS. THE EROSION AND SEDIMENT CONTROLS SHOWN ON THE PLANS ARE THE MINIMUM. ADDITIONAL PROTECTION SHALL BE USED AS NEEDED TO PREVENT THE LOSS OF SEDIMENT OFF OF THE CONSTRUCTION SITE.
 - a. ALL STOCKPILES SHALL HAVE PERIMETER CONTROL.
 - b. STREETS SHALL BE SWEEPED TO REMOVE ANY SEDIMENT FROM THE STREET WITHIN 24 HOURS OF DISCOVERY.
12. SUBSURFACE DRAINS. PVC PIPE IS INDICATED IN THE PLANS. CONTRACTOR MAY PROPOSE ALTERNATE PIPE MATERIALS. INFORMATION ON ALTERNATE PIPE MATERIALS SHALL BE PROVIDED TO THE OWNER AND ENGINEER FOR REVIEW AND ACCEPTANCE.
 - a. PERFORATED PIPE SHALL HAVE ¼ INCH PERFORATIONS.
13. PAY REQUESTS SHALL BE INITIATED AT LEAST 30 DAYS PRIOR TO SCHEDULED VLAWMO BOARD MEETINGS. THE VLAWMO BOARD MEETS ONCE EVERY TWO MONTHS.
14. PROJECT COMPLETION IS REQUIRED BY DECEMBER 31, 2022, INCLUDING ALL PUNCH LIST ITEMS.
15. PERMITS: CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS WITH THE EXCEPTION OF THE WETLAND CONSERVATION ACT PERMITTING. AN NPDES CONSTRUCTION STORMWATER PERMIT IS NOT REQUIRED AT THIS TIME.

Whitaker Pond BMP Retrofit

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	Mobilization	LS	1
2	Clearing and Grubbing	ACRE	0.5
3	Temporary Culvert	EA	2
4	Construction Entrance	EA	2
5	Silt Fence and Perimeter Control	LF	400
6	Common Excavation (In Place Volume)	CY	156
7	Clay Liner	SY	275
8	Gravel	CY	75
9	Biochar	CY	23
10	Sand	CY	45
11	Trench Excavation (Underdrain Non-Perf.)	LF	50
12	6" Perf Pipe Drain	LF	120
13	6" Pipe Drain	LF	50
14	6" Inspection Tee / Sampling Port	EA	1
15	6" Pipe Drain Cleanout	EA	2
16	Fine Aggregate Bedding (Underdrain - Non. Perf.)	CY	5
17	Inline Checkvalve	EA	1
18	Channel Grading	LF	50
19	Seeding (Minnesota State Seed Mix 34-171)	LB	10
20	Rolled Erosion Prevention Category 20	SY	1360

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DRAWN BY:	HRC				
DESIGNER:	HRC				
CHECKED BY:	EKJ				
DESIGN TEAM	NO.	BY	DATE	REVISIONS	

PHONE: 651.490.2000
3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110-5196

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

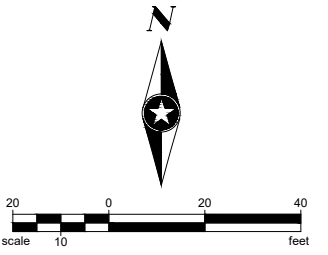
Jeremy Walgrave
JEREMY WALGRAVE, PE
Lic. No. 43131

**WHITE BEAR
TOWNSHIP
MINNESOTA**

**STATEMENT OF
ESTIMATED QUANTITIES
WHITAKER POND IMPROVEMENTS**

FILE NO. VADLA 159595	2
	6

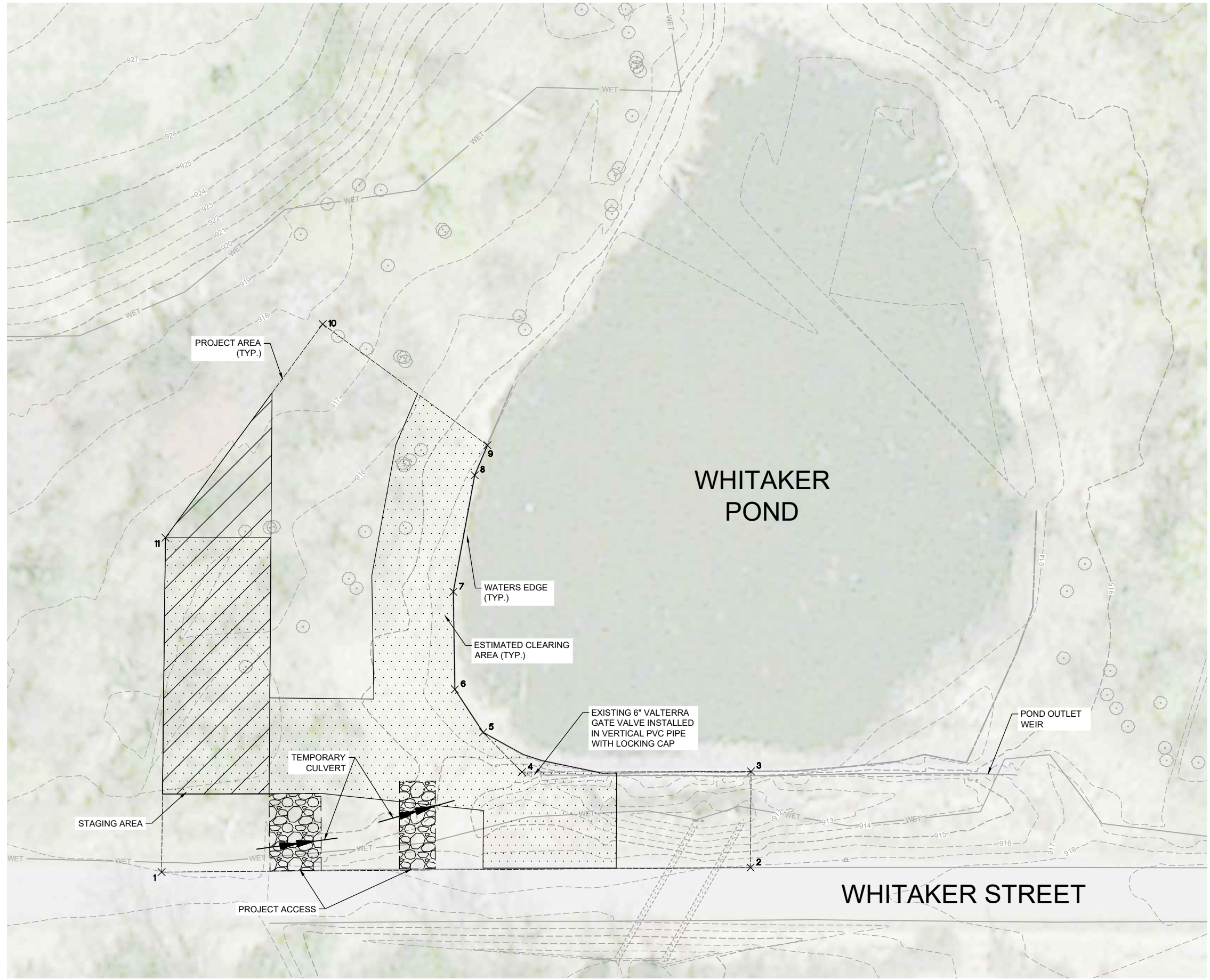
VLAWMO BOD - August 2022



- LEGEND**
- STAGING AREA
 - ESTIMATED CLEARING AREA
 - ROCK CONSTRUCTION ENTRANCE
 - WETLAND DELINEATION
 - EASEMENT LIMITS
 - PROJECT AREA
 - EXISTING 6" VALTERRA GATE VALVE

POINT TABLE		
POINT #	NORTHING	EASTING
1	203942.6923	592200.7442
2	203944.4392	592430.9675
3	203982.0210	592431.1190
4	203981.7758	592341.6163
5	203997.2990	592326.4030
6	204014.1360	592315.3880
7	204052.2530	592314.7530
8	204097.8450	592323.1290
9	204109.5511	592328.0935
10	204156.9321	592263.6890
11	204073.4101	592202.2438

- NOTES:**
1. PROTECT ALL FACILITIES NOT SPECIFIED FOR REMOVAL.
 2. CONTRACTOR SHALL MINIMIZE CLEARING, GRUBBING, AND TREE REMOVAL TO ONLY AREAS NECESSARY TO ACCESS AND COMPLETE THE WORK.
 3. ANY TREE REMOVAL MUST BE APPROVED BY VLAWMO OR ENGINEER. CONTRACTOR SHALL SUBMIT A TREE REMOVAL PLAN TO THE ENGINEER FOR REVIEW PRIOR TO ANY REMOVAL ACTIVITIES.
 4. ALL CONSTRUCTION MATERIALS SHALL BE KEPT IN THE STAGING AREA.
 5. CONTRACTOR SHALL EXECUTE THE MEANS OR METHODS NECESSARY TO ACCESS THE SITE OR PORTIONS OF THE SITE TO COMPLETE THE CONSTRUCTION. ALL MATERIALS NECESSARY INCLUDING BUT NOT LIMITED TO, CONSTRUCTION MATS OR OTHER APPURTENANCES, DEVICES, OR MATERIALS ARE INCIDENTAL.
 6. CONTRACTOR SHALL CLEAN STREETS ON A DAILY BASIS DURING CONSTRUCTION HOURS, AS NEEDED OR AS DIRECTED BY THE ENGINEER (INCIDENTAL).
 7. SEE GRADING AND EROSION AND SEDIMENT CONTROL NOTES.



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DRAWN BY: HRC
 DESIGNER: HRC
 CHECKED BY: EKJ
 DESIGN TEAM

NO.	BY	DATE	REVISIONS

PHONE: 651.490.2000
 3535 VADNAIS CENTER DRIVE
 ST. PAUL, MN 55110-5196

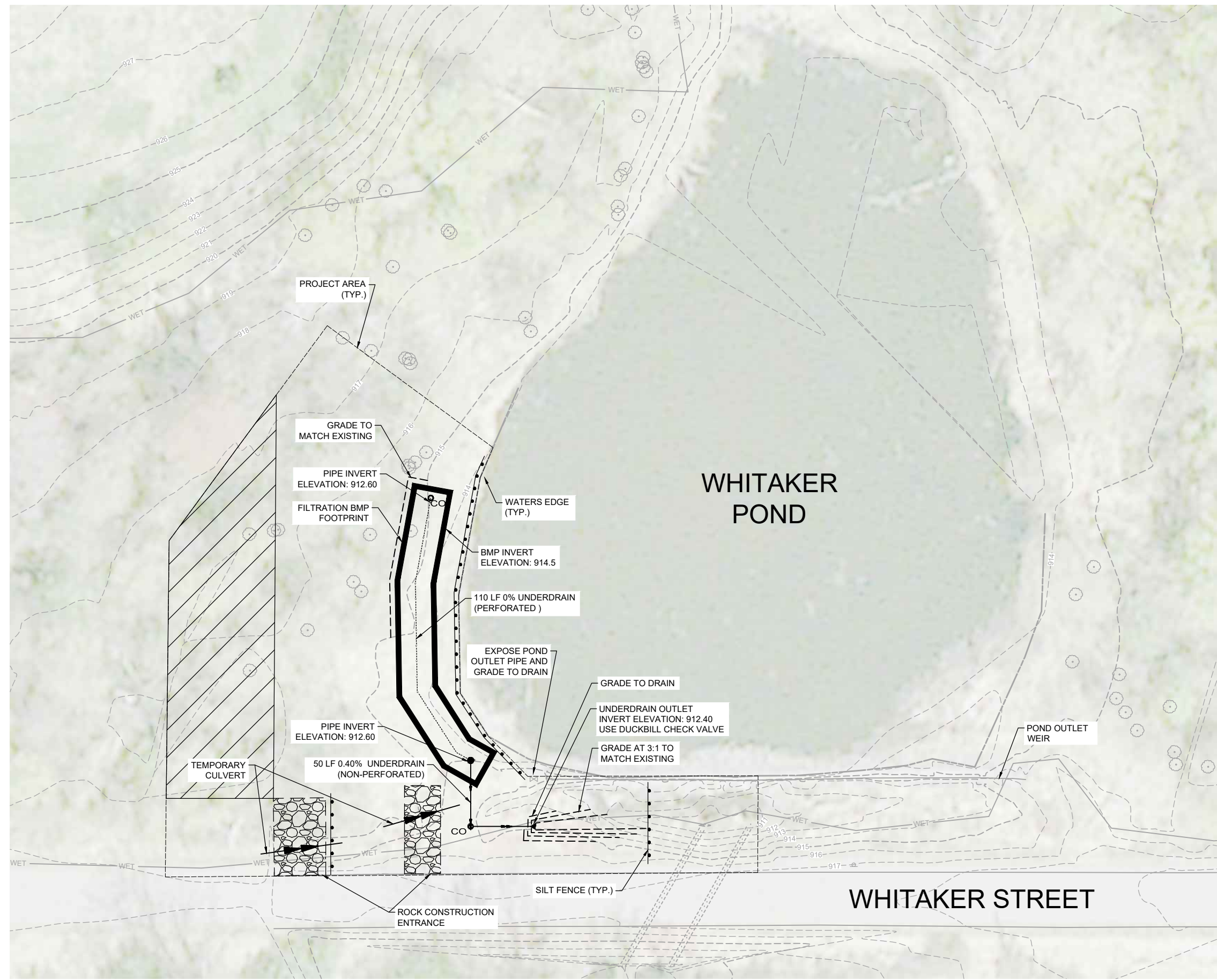
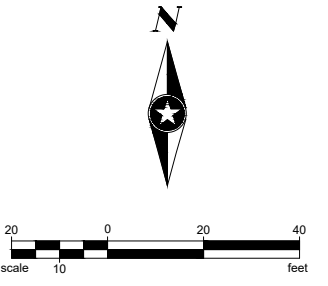
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

 JEREMY WALGRAVE, PE
 Lic. No. 43131

WHITE BEAR
 TOWNSHIP
 MINNESOTA

ACCESS, STAGING, &
 REMOVAL PLAN
 WHITAKER POND IMPROVEMENTS

FILE NO. 3
 VADLA 159595
 Pg. 073



- LEGEND**
- STAGING AREA
 - ROCK CONSTRUCTION ENTRANCE
 - PROPOSED GRADE
 - BMP FOOTPRINT
 - WETLAND DELINEATION
 - UNDERDRAIN (NON-PERFORATED)
 - UNDERDRAIN (PERFORATED)
 - UNDERDRAIN CLEANOUT
 - UNDERDRAIN SAMPLING PORT
 - PROJECT AREA
 - SILT FENCE, TYPE MS

- NOTES:**
1. ANY DEWATERING AND/OR ANY USE OF TRENCH BOX, SHEETING, SHORING OR OTHER METHODS OR MEANS OF CONSTRUCTION NECESSARY TO COMPLETE CONSTRUCTION WITHIN THE CONSTRUCTION LIMITS WILL BE CONSIDERED INCIDENTAL AND NO DIRECT COMPENSATION WILL BE MADE THEREFORE.
 2. EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE PROPERLY DISPOSED OF OFF THE PROJECT SITE.
 3. NO VEHICLE OR EQUIPMENT FUELING OR MAINTENANCE SHALL OCCUR WITHIN THE PROJECT SITE UNLESS APPROPRIATE SPILL CONTROL MEASURES ARE IN PLACE PRIOR TO COMMENCING.
 4. SEE GRADING AND EROSION AND SEDIMENT CONTROL NOTES.

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DRAWN BY: HRC
 DESIGNER: HRC
 CHECKED BY: EKJ
 DESIGN TEAM

NO.	BY	DATE	REVISIONS

PHONE: 651.490.2000
 3535 VADNAIS CENTER DRIVE
 ST. PAUL, MN 55110-5196

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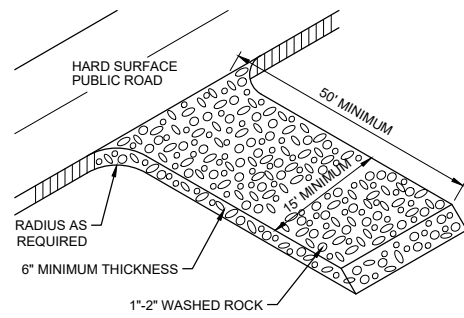
 JEREMY WALGRAVE, PE
 Lic. No. 43131

WHITE BEAR TOWNSHIP MINNESOTA

SITE PLAN
WHITAKER POND IMPROVEMENTS

FILE NO. **4**
 VADLA 159595
Pg. 074

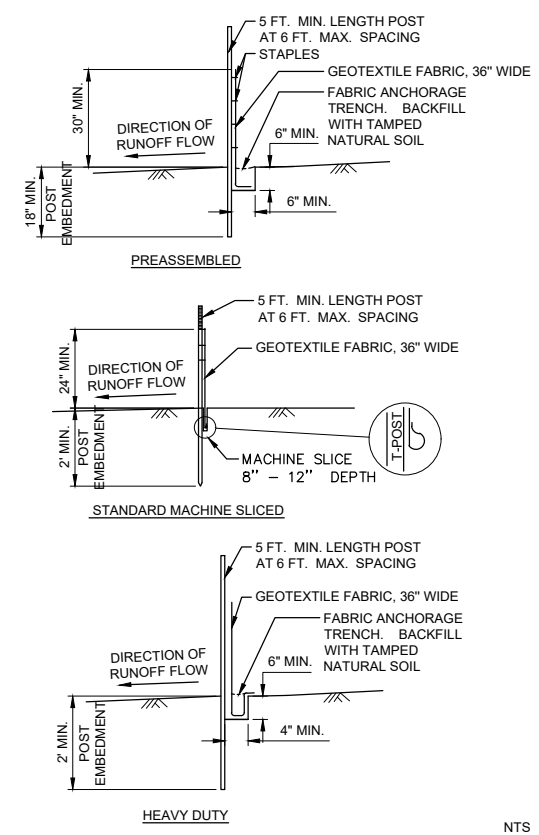
VLA WMO 800 - August 2022



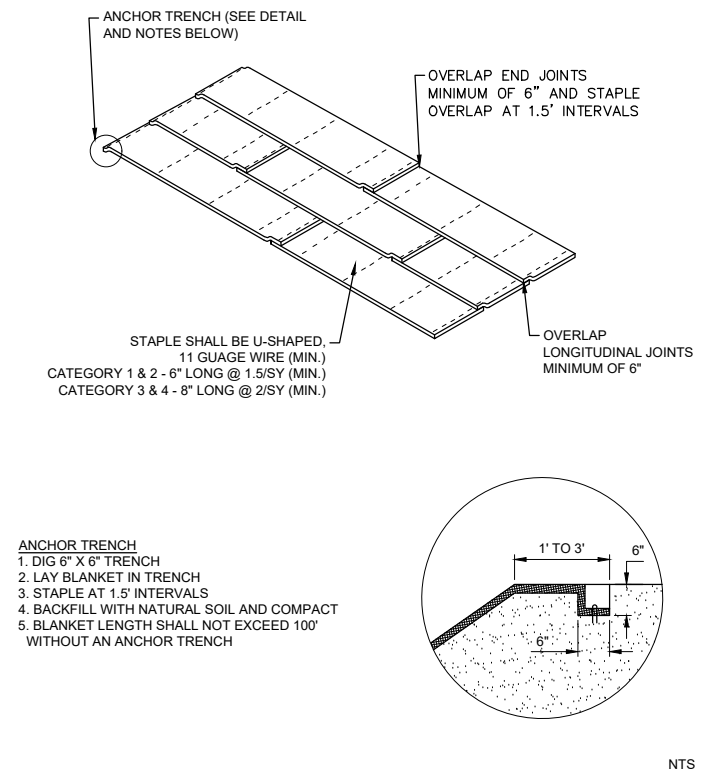
NOTE:
TO PREVENT TRACKING OF MUD ONTO
PAVED ROADS, INSTALL ADDITIONAL ROCK
OR REMOVE AND REPLACE THE PAD AS
REQUIRED

NTS

DESIGN GUIDELINES:
(SEE MNDOT SPEC.
2573.3C AND 3886)



NTS



NTS

- GRADING NOTES:
1. PROTECT UNDERDRAIN PIPE DURING CONSTRUCTION FROM CONSTRUCTION EQUIPMENT OR MATERIALS.
 2. SEE NOTES IN SUBSURFACE DRAIN SPECIFICATIONS.

- EROSION AND SEDIMENT CONTROL NOTES:
1. PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO ANY LAND DISTURBING ACTIVITIES AND PLACED IMMEDIATELY AROUND ANY TEMPORARY STOCKPILES.
 2. AT NO TIME SHALL DISTURBED AREAS NOT ACTIVELY BEING WORKED BE LEFT UN-STABILIZED FOR MORE THAN 24 HOURS ONCE CONNECTED TO A SURFACE WATER.
 3. ALL DISTURBED AREAS SHALL BE TEMPORARILY STABILIZED WITH SEED MIXTURE 32-241 AND MULCH TYPE 3 IF NOT ACTIVELY BEING WORKED FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 4. FINAL STABILIZATION OF ALL DISTURBED AREAS SHALL BE INITIATED IMMEDIATELY ON DISTURBED AREAS ONCE CONSTRUCTION IS COMPLETE. FINAL STABILIZATION SHALL INCLUDE SEED MIXTURE 33-261 AND ROLLED EROSION PREVENTION PRODUCT CATEGORY 20 N.
 5. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO ANY LAYER OF THE FILTRATION BMP DURING CONSTRUCTION, REMOVE MATERIAL FROM THE BMP PRIOR TO CONTINUING CONSTRUCTION.
 6. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING AREA IS ADEQUATELY STABILIZED.



ROCK CONSTRUCTION ENTRANCE

Revised:
Oct. 2011
SEH Plate No.
ERO-35



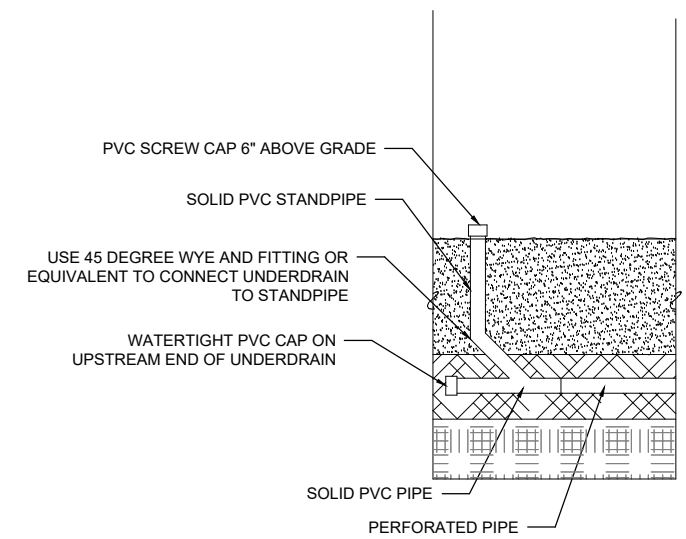
SILT FENCE

Revised:
Jan. 2013
SEH Plate No.
ERO-15

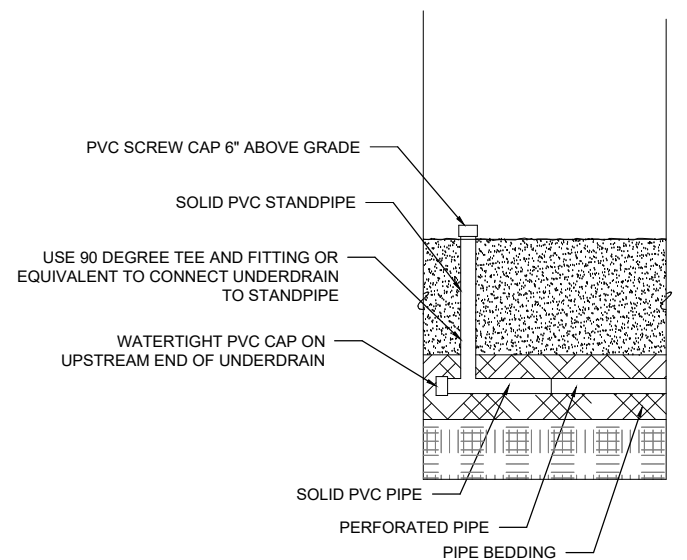


EROSION CONTROL BLANKET INSTALLATION

Revised:
Oct. 2011
SEH Plate No.
ERO-11



6" PVC PIPE DRAIN CLEANOUT
(NOT TO SCALE)



6" PVC PIPE SAMPLING PORT
(NOT TO SCALE)

DRAWN BY: HRC
DESIGNER: HRC
CHECKED BY: EKJ

DESIGN TEAM	NO.	BY	DATE	REVISIONS

PHONE: 651.490.2000
3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110-5196

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Jeremy Walgrave
JEREMY WALGRAVE, PE
Lic. No. 43131

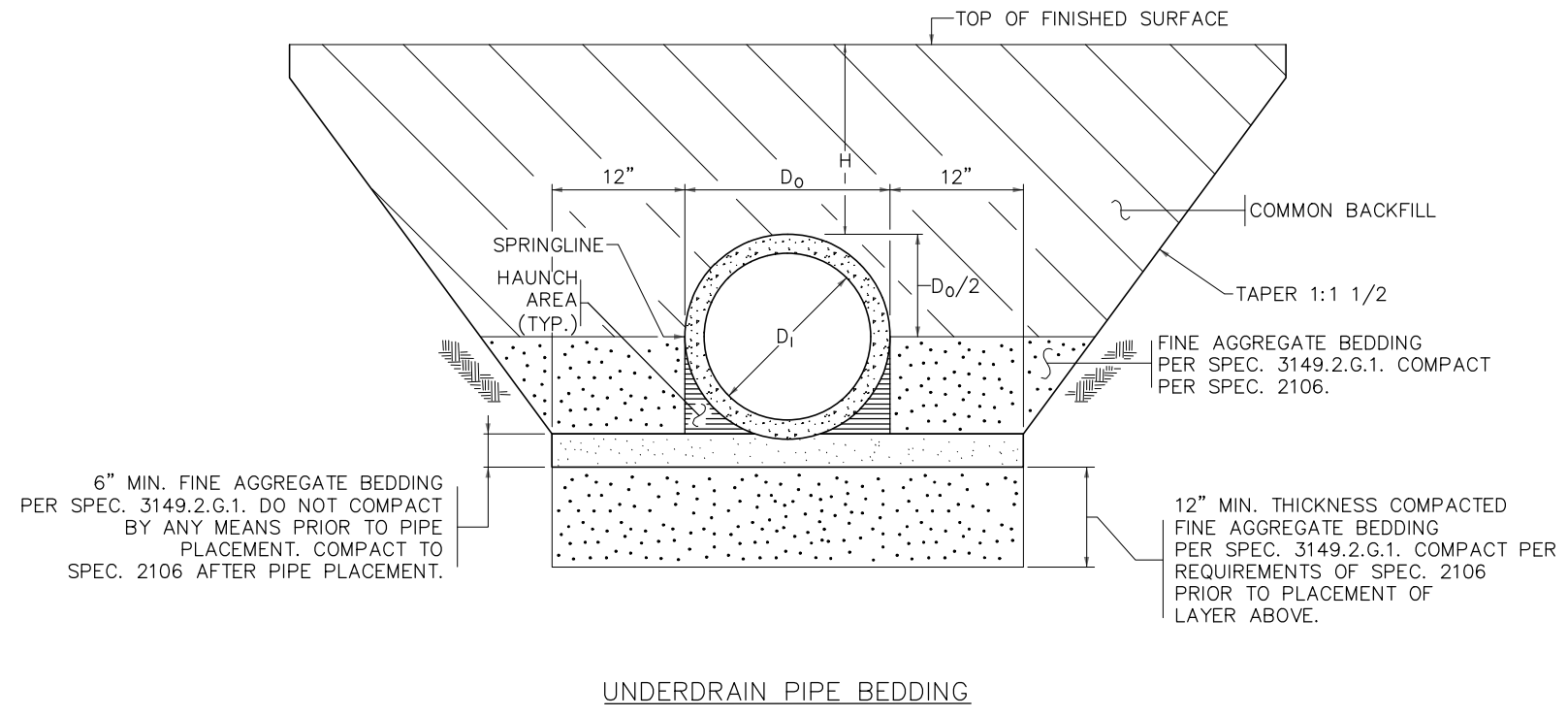
WHITE BEAR TOWNSHIP MINNESOTA

DETAILS & GENERAL NOTES
WHITAKER POND IMPROVEMENTS

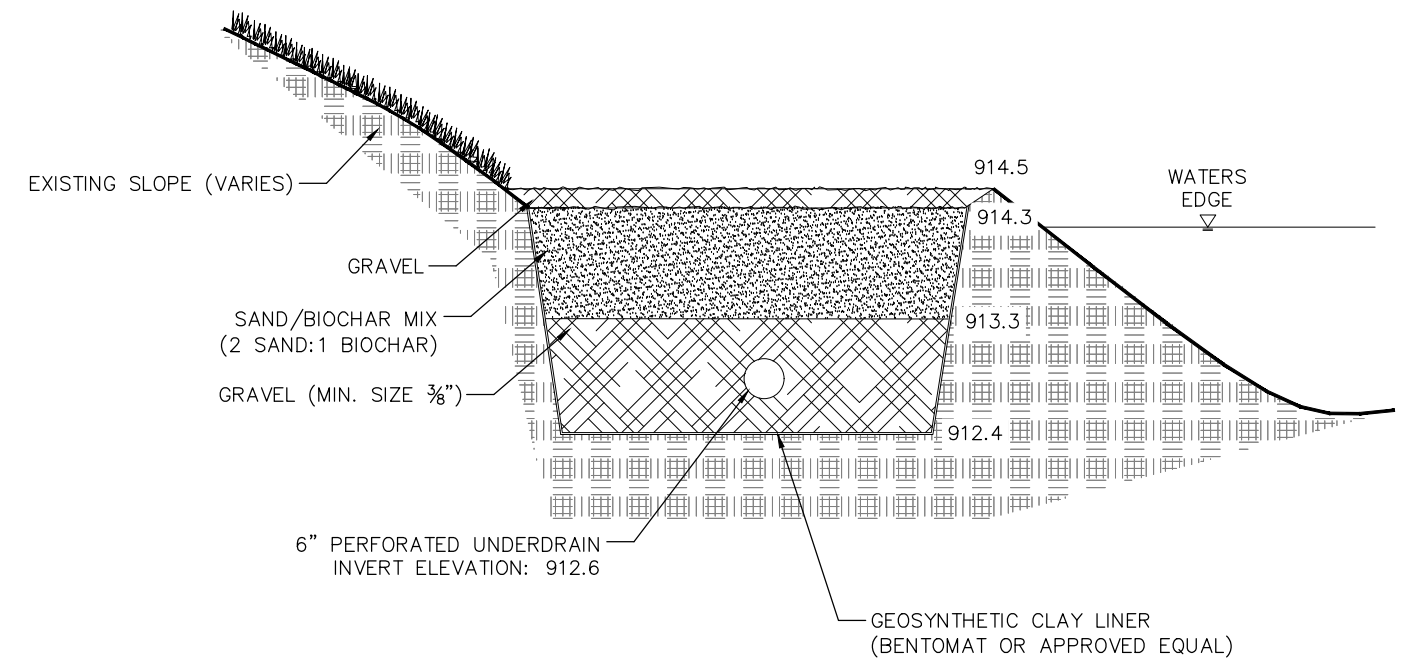
FILE NO. 5
VADLA 159595
Pg. 075

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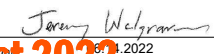
UNDERDRAIN PIPE BEDDING



FILTRATION WITH PERFORATED UNDERDRAIN AT BOTTOM

DRAWN BY:	HRC			
DESIGNER:	HRC			
CHECKED BY:	EKJ			
DESIGN TEAM	NO.	BY	DATE	REVISIONS


 PHONE: 651.490.2000
 3535 VADNAIS CENTER DRIVE
 ST. PAUL, MN 55110-5196

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

 JEREMY WALGRAVE, PE
 Lic. No. 43131

WHITE BEAR
 TOWNSHIP
 MINNESOTA

DETAILS & GENERAL
 NOTES
 WHITAKER POND IMPROVEMENTS

FILE NO. 6
 VADLA 159595
 Pg. 076



QUOTE FORM

Exhibit C

Quote Submitted to: Vadnais Lake Area Water Management Organization, Vadnais Heights, MN
Project: Biochar Basin at Whitaker Pond
Quotes Due: 4:00 pm on July 21, 2022

STIPULATED AMOUNT: The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Project, all in accordance with the Plans, Specifications and other Contract Documents prepared by Short Elliott Hendrickson, Inc., 3535 Vadnais Center Drive, Vadnais Heights, MN 55110. This project shall be paid by the Lump Sum for the successful completion of the project in its entirety.

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

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete the work including Seeding and Restoration by December 31, 2022.

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

QUOTE BID FORM

Table with 6 columns: ITEM, DESCRIPTION, UNIT, QUANTIT Y, UNIT PRICE, AMOUNT. Row 1: 1, Biochar Basin, Lump Sum, 1, \$132,350.00, \$132,350.00. Row 2: Total Construction: \$132,350.00

Contractor's Signature

Date

[Handwritten signature]

07/21/2022

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Peterson Companies, Inc.

CONTRACTOR

President

BY

TITLE

8326 Wyoming Trail

BUSINESS ADDRESS

Chisago City MN 55013 07/21/2022
CITY STATE ZIP CODE DATE

July 26, 2022

RE: Vadnais Lake Area Water Management
Organization (VLAWMO)
Lambert Lake Improvements Project
SEH No. VADLA 153931 14.00

Phil Belfiori, Administrator
Brian Corcoran, Water Resources Manager
Vadnais Lake Area Water Management Organization (VLAWMO)
800 East Co. Rd. E
Vadnais Heights, MN 55127

Dear Mr. Belfiori:

Short Elliott Hendrickson Inc. has prepared this letter for a scope amendment to add Construction Observation for the Whitaker Pond Biochar project. Details of the Construction Observation task are described below.

Schedule Modifications

The original project schedule was set with the intent for a winter 2021/2022 construction. Construction is now anticipated for September to December 2022.

The current project budget includes the original scope of work dated February 15, 2021 and Amendment 1 dated February 4, 2022 for a total of \$34,175.

Construction observation has been estimated to be \$12,000. This includes pre-construction submittal reviews, progress meetings, construction observations for 15 working days at 4 hours per day, punch list, and project close-out.

There is approximately \$8,000 remaining of the current design budget of \$34,175. We do not anticipate the need for the remaining design budget. Based on the remaining design budget and total construction observation budget, we are requesting an additional **\$4,000** to cover construction observation, which would bring the total project budget to \$38,175.

Please feel free to contact me with any questions or concerns you may have.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jordan Thole, PE, CFM
Project Manager
(Lic. MN, CO, IA, MT, NM, OR, SD, WI)

Accepted this ____ day of _____, 2022

Vadnais Lake Area Water Management Organization (VLAWMO)

By: _____

Title: _____

JJW

c: Brad Woznak, Client Service Manager
X:\UZIV\ADLA\159595\1-gen\10-setup-conf\02-contract

Attachment 5

Resolution 06-2022

Of the Vadnais Lake Area Water Management Organization (VLAWMO)

Approving award of contract for Biochar Project (Project) ; approve the notice of award; authorizes the VLAWMO Administrator to sign contract upon receipt from contractor; authorize project construction contingency and approve construction observation agreement with SEH

Resolution 06-2022 was moved by Director _____ and seconded by Director _____:

Whereas, the Board of the Vadnais Lake Area Water Management Organization (the “Board”) is proceeding with the Lambert Lake VLAWMO Bacteria, Sediment, and Nutrient Reduction Project as agreed upon in the grant and loan contracts agreed upon and signed with MPCA in 2019;

Whereas, the Board of the VLAWMO has received a grant from the MN Board of Water and Soil Resources to implement a subwatershed improvement Project which as been targeted for a water quality improvement project in the Lambert Creek subwatershed;

Whereas, the Biochar Project are referenced as “Whitaker Pond Improvement Project” in the formal request for quotes, plans and project specification;

Whereas, the Board has reviewed the plans and a summary of specifications during the June, 2022, Board meeting; authorized solicitation of quotes for Project during the June 2022, Board meeting;

Whereas, in accordance with applicable legal requirements, VLAWMO solicited quotes from six contractors for the construction of the Project on June 29, 2022. Staff received two quotes for project construction on July 21, 2022.

Whereas, S.E.H has submitted a recommendation of award memorandum dated August 11, 2022 in which identified that they reviewed the two quotes received and issued a recommendation to hire Peterson Companies, Inc. in the lump sum amount of \$132,350. In this same memo SEH also recommended a 15% contingency available to cover unforeseen conditions during construction in the amount of \$19,852.

Whereas, staff also recommends approval of the SEH scope amendment for construction observation services for the amount of \$4,000

Therefore be it resolved that the VLAWMO Board :

1. Approve awarding of the contract for the Biochar project at Whitaker Pond to Peterson Companies Inc. for the lump sum construction price of \$132,350;
2. Authorize SEH to sign and transmit the Notice of Award, and Administrator to sign the construction contract and issue the Notice to Proceed on advice of SEH and Counsel and when prerequisites for issuance has been met by the contractor;
3. Authorize Administrator to sign change orders increasing the contract price in an aggregate net amount not exceeding 15 percent of the contract price (\$19,852); and
4. Approve the attached construction and observation amendment in the amount of \$4,000 to the Feb. 4, 2022 SEH scope of services agreement.

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

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

_____ Board Chair Date

_____ Attest Date

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To: VLAWMO Board of Directors
From: Dawn Tanner, Phil Belfiori, Lauren Sampedro
Date: August 17, 2022
Re: **VI. B. Watershed Plan minor amendment:**

VLAWMO staff have been working with BWSR to complete an amendment to the 2017-2026 Comprehensive Watershed Management Plan. This amendment follows the January Board strategic direction workshop, meetings with partners to update the project and budget table for the remaining timeframe of the Plan, TEC discussions regarding the project table, and updates to the water plan and drainage policies that were reviewed by the TEC (drainage policy) and then formally adopted by the Board.

Amendments to the Plan have been completed by VLAWMO staff in 2019 and 2021. The procedures for the current amendment will follow what was done for the previous amendments including presentation to the TEC, Board, notice to and request for comment from entities specified by BWSR, publication on the website and holding a public meeting. See the attached ppt with steps for a minor amendment per MR 8410.

VLAWMO staff prepared a draft plan amendment for 2022. We presented that to our Board Conservationist, Michelle Jordan, at BWSR. We also proposed that the content of the amendment be considered a minor amendment, consistent with the previous amendments that have been completed. Michelle notified VLAWMO staff on July 26, 2022, that she approves the proposed changes as consistent with a minor amendment. Requested changes have been reviewed and approved by the TEC. The text (below) will be provided to agencies when we request review and comment. The full budget table is included in the packet so the Board can review detailed changes. The full Plan document with red-lined changes is linked on the website and available for review there.

Water Plan Amendment: Changes and Brief Explanations

Water Plan draft amendments reflect two policy changes that were approved by our Board during the regular meeting on June 22, 2022, capital projects that have been clarified in recent years, and updates to the projected budget. Project updates are needed to expand efforts because many projects originally specified in the plan have been completed or are underway.

Changes Indicated and Described:

- **P. 9:** No change to text, but the link has been updated to the current Water Management Policy document on the VLAWMO website. Only minor administrative clarifications were made to the VLAWMO Water Management Policy (linked at this location in the Plan) regarding relationship with member communities, variances, and buffer policy administration; these are already fully included in the policy, but they needed clarifying language.
- **P. 12:** No change to text, but the link has been updated to the current Water Management Policy document on the VLAWMO website.
- **P. 43:** A new VLAWMO Public Drainage Management Policy link added to existing text, no text change. This policy identifies the role of VLAWMO and member communities in public drainage management in VLAWMO.

- **P. 45:** Added *and retrofit*, crossed out *with future development opportunities along Hoffman Road*, and added *Pursue implementation with partners when feasible within budget constraints*.
- **P. 46:** Added a new bullet: *Conduct monitoring and inspection to assess public ditch status and determine maintenance needs*.
- **P. 46:** Added *and repair*, added *and the public ditch system*, deleted *and*, added *[P]ursue*, and added */or*.
- **P. 48:** Added *projects that coincide with road reconstruction projects or are identified as optimal retrofit and restoration opportunities*. Deleted *at 4th and Otter Lake Road*. Also deleted *implement if feasible* because this is included in the next bullet point. Added *BMP projects*, deleted *runoff projects*, added *and restoration projects*, and *implement when feasible*.
- **P. 49:** Added *watershed and internal load*, added *and Tamarack Lakes*, and added *implement identified projects when feasible*.
- **P. 49:** Added *Assist with implementation when feasible*, added *implement subwatershed BMPs and/or restoration projects*.
- **P. 50:** Added *AIS*, added */monitoring*, added *or as prioritized by the Board and as per the budget*.
- **P. 50:** Deleted duplicated bullet point. Deleted *on Deep Lake*, added *BMP projects*, and added *and subwatershed rain garden projects*.
- **P.51:** Added bullet point: *Conduct subwatershed feasibility studies and implement BMP projects/retrofits where feasible*.

P. 56: Budget:

- Moved large projects that are still planned but have not yet been implemented (e.g., Goose Lake alum treatment, road reconstruction projects being led by partners)
- Added funds consistent with partner discussions that were conducted in February 2022. Project list is now consistent with what partners have planned at this time. All projects will not likely be implemented, and some specific projects will change depending upon budget approvals and actions that will be taken by partners in the coming years.

Requested action: VLAWMO staff request the Board authorize the proposed changes and updates to the Plan and authorize staff to begin the notification, review, and comment period, as specified by BWSR. Pending comments, it is anticipated that the Board would then consider the final version of the amended Plan later in 2022.

Proposed Board motion:

Director _____ moves and Director _____ seconds to authorize the proposed changes and updates to the Plan and authorize staff to begin the notification, review, and comment period, as specified by BWSR.

Attachments:

1. PowerPoint slides
2. Project implementation budget table
3. Full proposed Watershed Management Plan with revised amended language (https://www.vlawmo.org/index.php/download_file/4059/)

Attachment 1

Minor water plan amendment VI. B. 2.

Dawn Tanner, Phil Belfiori, Lauren Sampedro
Board Meeting
8/24/2022



Why amend now?



- To update the policies now that new ones are completed
- To update project table for accuracy in later years of the plan
- To remain eligible for grants for possible projects included in the budget table and subwatershed descriptions (a requirement for BWSR)

Vadnais Lake Area Water Management Organization

Overview



- Working with BWSR to complete an amendment to the 2017-2026 Comprehensive Watershed Management Plan
- Amendment follows:
 - January Board strategic direction workshop
 - Meetings with partners to update the project and budget table
 - TEC discussions regarding the project table
 - Updates to the water plan and drainage policies that were reviewed by the TEC (drainage policy) and formally adopted by the Board

Vadnais Lake Area Water Management Organization

Process to date



- Previous amendments to the Plan were completed in 2019 and 2021 and serve as a model for this most-recent amendment
- VLAWMO staff prepared the draft plan amendment for 2022 (linked in packet)
 - Presented that to our Board Conservationist, Michelle Jordan, at BWSR
 - Proposed that the content of the amendment be considered a minor amendment, consistent with the previous completed amendments
- Michelle notified VLAWMO staff on July 26, 2022, that she approves the proposed changes as consistent with a minor amendment
- TEC approved and recommended the proposed changes at the August 10, 2022, meeting

Vadnais Lake Area Water Management Organization

Minor amendment content



- Requested changes are included for the Board's consideration (next slide)
- This text will also be provided to agencies during review and comment
- The full budget table is included in the packet so the Board can review detailed changes
- The full Plan document with red-lined changes is linked on the website and available for review there

Vadnais Lake Area Water Management Organization

Changes indicated and described



See memo for full, detailed list; in summary:

- Current Water Management Policy and new Public Drainage Management Policy are now linked
- In support of new Drainage policy, monitoring and inspection of the ditch system was added
- Minor wording changes to allow for potential partner projects have been incorporated in the subwatershed description areas, and those wording changes also support specific projects added to the budget table

Budget:

- Moved large projects that are still planned but have not yet been implemented (e.g., Goose Lake alum treatment, road reconstruction projects being led by partners)
- Added funds consistent with partner discussions that were conducted in February 2022. Project list is now consistent with what partners have planned at this time. All projects will not likely be implemented, and some specific projects will change depending upon budget approvals and actions that will be taken by partners in the coming years.

Vadnais Lake Area Water Management Organization

Minor amendment: Next steps



- Upon review and approval of the VLAWMO Board:
- VLAWMO sends copies of the amendments to the plan review authorities for review and comment allowing at least 30 days for receipt of comments; comments are sent to the organization and the BWSR board;
- VLAWMO holds a public meeting to explain the amendments and publishes a legal notice of the meeting twice, at least 7 and 14 days before the date of the meeting (held during a regular Board meeting);
- As long as the BWSR board agrees that the amendments are minor or fails to act within 5 working days of the end of the comment period;
- Amendment is adopted, notice is shared with review authorities, and the amended Plan is posted on the VLAWMO website

Vadnais Lake Area Water Management Organization

Requested action



VLAWMO staff request the Board authorize the proposed changes and updates to the Plan and authorize staff to begin the notification, review, and comment process as detailed by BWSR.

Pending comments, it is anticipated that the Board will consider the final version of the amended Plan later in 2022.

Proposed Board Motion:

Director _____ moves to authorize the proposed changes and updates to the Plan and authorize staff to begin the notification, review, and comment period, as specified by BWSR.

Vadnais Lake Area Water Management Organization

5 PLAN IMPLEMENTATION AND ROLES

FIGURE 15: 2017 - 2026 IMPLEMENTATION SCHEDULE AND BUDGET

VLAWMO IMPLEMENTATION BUDGET													
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Partners		
Core Activities													
Operations & Administration	\$146,420	\$150,800	\$155,300	\$190,000	\$194,800	\$199,700	\$204,800	\$210,000	\$215,400	\$221,000			
Monitoring & Studies	\$92,640	\$95,400	\$98,300	\$111,200	\$114,200	\$117,300	\$120,500	\$123,800	\$127,200	\$130,700	SPRWS, CLMP Volunteers		
Education & Outreach	\$119,790	\$123,400	\$127,100	\$130,900	\$134,800	\$138,800	\$143,000	\$147,300	\$151,700	\$156,300	Member MS4s and others		
Capital Projects and Programs	\$196,630	\$202,500	\$208,600	\$214,900	\$221,300	\$227,900	\$234,700	\$241,700	\$249,000	\$256,500	MS4s, BWSR, RCD & others		
Regulatory Program	\$49,760	\$51,300	\$52,800	\$54,400	\$56,000	\$57,700	\$59,400	\$61,200	\$63,000	\$64,900	Member MS4s and others		
Subwatershed Activities													
Gem Lake													
Fish survey (done during SLMP years)										\$1,600	Contractor		
Bathymetry & vegetation surveys (done during SLMP years)										\$3,200	RCD		
<u>Commercial area retrofit feasibility study & project implementation</u> Retrofit and other stormwater BMP partner feasibility studies and projects						\$150,000		\$150,000		\$95,000	City of Gem Lake, City of White Bear Lake, Ramsey Co		
Lambert Creek													
Pet Waste Management	\$1,000	\$1,000									MS4s		
Bacteria reduction project implementation				\$50,000		\$30,000					Contractor, Consultant, MS4s		
Wildlife survey & stream restoration assessment		\$22,000									DNR, Consultant		
Stream restoration, watershed protection, and retrofit projects			\$200,000	\$100,000	\$100,000	\$100,000	\$200,000	\$85,000		\$105,000	Contractor, Consultant, MS4s		
<u>Public drainage program maintenance and inspection</u>								\$30,000	\$45,000	\$45,000	City of Vadnais Heights, City of White Bear Lake		
<u>Ditch repair and maintenance projects</u>								\$50,000	\$100,000	\$200,000	City of Vadnais Heights, City of White Bear Lake		
<u>Debt service on infrastructure replacement</u>								\$40,000	\$40,000	\$40,000			
Whitaker Pond wetlands retrofit installation	\$400,000	\$20,000	\$80,000								LCCMR, Contractor, Consultant, MS4s		
Whitaker Pond wetlands expansion and/or restoration					\$500,000			\$70,000			Contractor, Consultant, MS4s		
Goose Lake													
Curlyleaf Pondweed Survey			\$3,000								RCD		
Load assessment for nutrient mitigation project development	\$10,000										Consultant, MS4s, SPRWS		
Internal load mitigation project implementation & invasive species treatment				\$220,000				\$205,000	\$55,000	\$185,000	Consultant, MS4s, DNR		
Bathymetry & vegetation surveys (done during SLMP years)									\$5,000		RCD		
Fish survey & rough fish harvest	\$4,000				\$4,500				\$5,000		MS4s		
Subwatershed loading project implementation			\$99,000	\$30,000	\$30,000		\$50,000	\$25,000	\$30,000 \$50,000	\$150,000	Consultant, MS4s, SPRWS, Property Owners		
Birch Lake													
Bathymetry, vegetation & fish surveys (done during SLMP years)			\$5,000								RCD, BLID		
Engage partners on additional street sweeping & chloride management			\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	City of White Bear Lake, RCD, MNDOT, BLID		
Subwatershed <u>neighborhood</u> raingarden and restoration projects				\$7,500		\$30,000		\$20,000	\$10,000	\$10,000	City of White Bear Lake, BLID		
Support BLID efforts			\$1,000	\$1,500	\$1,500	\$1,500	\$1,500	\$2,000	\$2,000	\$2,000	BLID		
<u>4th and Otter Lake Road project development</u>		\$8,000									City of White Bear Lake, RCD, WFB Grant, BLID		
<u>4th and Otter Lake Road project implementation</u> Reconstruction and retrofit project development and implementation			\$127,000					\$70,000		\$20,000	WBF Grant, City of White Bear Lake, BLID		
Giffilan-Tamarack-Black-Wilkinson-Amelia													
Wilkinson - Bathymetry, vegetation, & fish surveys	\$2,600							\$8,000			RCD, NOHOA, City of North Oaks		
Wilkinson - Load assessment and related feasibility studies for nutrient mitigation project development	\$15,000								\$15,000		NOHOA, City of North Oaks, Consultant		
Wilkinson - Rough fish management		\$3,000		\$3,000		\$3,000		\$3,000			NOHOA, City of North Oaks		
Wilkinson and/or Tamarack - Nutrient reduction (watershed and internal load) project implementation			\$50,000	\$20,000	\$50,000			\$163,000	\$200,000	\$283,000	NOHOA, City of North Oaks, <u>NOC, Anoka County, Ramsey County, WBT</u>		
Giffilan/Tam/Black/Amelia - Bathymetry, veg, & fish surveys (SLMP years)				\$3,000	\$5,000	\$3,200	\$5,000				RCD, NOHOA, MS4s, Ramsey Co Parks		
<u>North Oaks</u> Stormwater management and restoration opportunities		\$24,000			\$24,000			\$10,000		\$125,000	NOHOA, City of North Oaks, <u>Lino Lakes, Anoka County</u>		
Pleasant-Charley-Deep Lakes													
Bathymetry & vegetation surveys (done during SLMP years)	\$1,200	\$5,000									RCD		
Fish survey and carp/AIS mgmt			\$5,000	\$10,000	\$4,500			\$25,000	\$10,000	\$35,000	SPRWS, NOHOA, City of North Oaks		
Watershed load mitigation project implementation -Deep				\$50,000			\$30,000	\$30,000	\$10,000	\$45,000	NOHOA, City of North Oaks, SPRWS		
Pleasant Lake shoreline stabilization and subwatershed raingarden projects							\$15,000		\$15,000	\$10,000	NOHOA, City of North Oaks, SPRWS		
Charley & Pleasant Lakes sedimentation study			\$15,000										
Water and nutrient balance study for the three lakes						\$165,000					Consultant, SPRWS, NOHOA, City of NO, Met Council		
Sucker-East & West Vadnais Lakes													
Bathymetry & vegetation surveys (done during SLMP years)			\$9,000	\$12,000							RCD		
West Vadnais internal loading study & TMDL development					\$23,000			\$50,000			City of Vadnais Heights, SPRWS, <u>MPCA, Consultant, RWMWD</u>		
West Vadnais nutrient reduction project development and implementation, including rough fish study/removal						\$10,000		\$15,000	\$100,000	\$125,000	City of Vadnais Heights, SPRWS, <u>RWMWD</u>		
West Vadnais nutrient reduction project implementation							\$50,000				City of Vadnais Heights, SPRWS		
<u>Retrofit, restoration, and other stormwater BMP partner feasibility studies and projects</u>								\$65,000	\$45,000	\$85,000	City of Vadnais Heights, SPRWS, Ramsey County, North Oaks City/Golf Course		
Sucker & East Vadnais Human Alteration Impact Study						\$165,000					City of Vadnais Heights, SPRWS, Met Council		
Source of Funding													
Core Activities	\$ 605,240	\$ 623,400	\$ 642,100	\$701,400	\$721,100	\$741,400	\$762,400	\$784,000	\$806,300	\$829,400	← Storm Sewer Utility		
Subwatershed Activities Total	\$433,800	\$83,000	\$589,200	\$458,200	\$793,700	\$508,900	\$352,700	\$14,200 \$1,117,200	\$58,200 \$658,200	\$18,000 \$1,565,000	← Grant Funding/ Partner Contribution		
Total	\$1,039,040	\$706,400	\$1,231,300	\$1,159,600	\$1,514,800	\$1,230,300	\$1,115,100	\$798,200	\$1,901,200	\$864,500	\$1,464,500	\$847,400	\$2,395,400

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To: Board of Directors

From: Phil Belfiori, Administrator

Date: August 17, 2022

Re: **VI. C. 1. 2023 Storm Sewer Utility Rates, Resolution 07-2022**

The annual Storm Sewer Utility (SSU) rates are based on the budget approved by the Board at its June meeting. The Storm Sewer Utility is then calculated on the amount of impervious surface generally associated with different land use types and provides the major financial support for watershed activities. To achieve this SSU revenue amount included in the approved 2023 budget (\$1,090,887), the proposed 2023 SSU annual rate is proposed at \$61.80 unit for the residential 1-3 until land use classification (an increase of \$3.84 /year or about \$0.32 / month) and for all other land use classifications the 2023 annual rate is proposed at \$89.64/acre (which is an increase of \$5.64 / acre for the year or \$0.47 /month).

Overall, the 2023 SSU rate is an increase of 6.6% over last year. This rate includes a 0.4% buffer to account for subsequent parcel changes, manual overrides and delinquent payments. See the attached memo from Jeanne Vogt of Ehlers for further discussion.

At the August 24, 2022 VLAWMO Board meeting the Administrator will provide a short presentation summarizing the 2023 SSU rate and also provide information comparing surrounding watersheds. This comparison identifies that “average” VLAWMO residential property owners pay less in stormwater fees than compared to the surrounding watersheds in Ramsey County (when compared to the median residential property tax rate).

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

- Proposed Wilkinson Lake BMP design /implementation;
- Ditch 14 maintenance/ ongoing ditch maintenance & Public ditch inspection and management;
- Proposed /possible East Goose Adaptive Lake Mangment (ALM) planning/program development;
- Rough fish and habitat management programs
- BWSR Watershed-Based Fund Grant implementation and expanded cost share partnership's with our member communities

Recommendation: Approval of Resolution 07-2022 setting the Storm Sewer Utility Rates for 2023.

Attachments:

1. Resolution 07-2022
2. Memo from Jeanne Vogt at Ehlers with manual override attachment at the following link:

https://www.vlawmo.org/index.php/download_file/4074/

3. PowerPoint presentation summarizing proposed SSU rate

Attachment 1

RESOLUTION NO. 07-2022
Of the Vadnais Lake Area Water Management Organization (VLAWMO)

A RESOLUTION APPROVING THE STORMSEWER UTILITY RATES FOR 2023.

Resolution 07-2022 was moved by Director _____ and second by Director _____.

WHEREAS, the 2023 Budget of the Vadnais Lake Area Water Management Organization (VLAWMO) has been approved by the VLAWMO Board of Directors and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION, The SSU Rates for 2023 will be as follows:

Classification	Total Amount	R. E. F.	Rate
Residential 1-3 Units	\$641,051.40	1.00	\$61.80/ Unit
Residential 4 or more Units	\$42,050.27	2.72	\$89.64/ Acre
Commercial	\$158,932.47	4.23	\$89.64/ Acre
Industrial	\$136,784.48	3.30	\$89.64/ Acre
Institutional	\$92,743.03	3.30	\$89.64/ Acre
Golf Courses	\$14,742.16	0.74	\$89.64/ Acre
Agricultural	\$10,457.93	0.25	\$89.64/ Acre
Vacant Land	\$0	Exempt	\$0.00
Road/Railroad ROW	\$0	Exempt	\$0.00
Wetland/Public Waters	\$0	Exempt	\$0.00
Other Exempt	\$0	Exempt	\$0.00
Totals	\$1,096,761.74		

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

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

_____ Board Chair Date

_____ Attest Date



MEMORANDUM

TO: Phil Belfori, Administrator
 FROM: Jeanne Vogt, Senior Fiscal Consultant
 DATE: August 15, 2022
 SUBJECT: Pay 2023 Proposed SSU Rates

The Vadnais Lake Area Water Management Organization (“VLAWMO”) has asked Ehlers to complete the calculation of the Storm Sewer Utility (“SSU”) rates for taxes payable in 2023 and update the annual presentation to the VLAWMO Board. This has been completed and below are 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 296 parcels with a manual override for Pay 2023. This is a decrease of 48 from last year. 44 are as a result of divisions. The remaining parcels had new construction, as detailed below.

PIN Number	Prior Class	Current Class	Change in Fee	Description
04.30.22.21.0026	Res V Land	Res 1 Unit	\$62.04	Construction in 2021
04.30.22.22.0008	Res V Land	Res 1 Unit	62.04	Construction in 2021
33.30222.22.0035	Res V Land	Commercial	2,775.39	Construction in 2021
35.31.22.32.0009	Res V Land	Res 1 Unit	62.04	Construction in 2019

2. **Property Classification Changes** - The following parcels had property classification changes from Pay 2022 to Pay 2023

PIN Number	Prior Class	Current Class	Change in Fee	Comments
04.30.22.13.0013	Industrial	Industrial	(\$1,851.14)	Wetland acreage determined after Pay 2022 rate calc
04.30.22.24.0019	Res V Land	Non-Tax Outlot	(57.96)	Exempt for P23
14.30.22.12.0005	Res 1 Unit	School	136.08	Sold 5/18/20
14.30.22.12.0007	Res 1 Unit	School	227.56	Sold 9/20/20
14.30.22.12.0011	Res 1 Unit	School	14.11	Sold 8/6/20
14.30.22.12.0015	Res 1 Unit	School	8.57	Sold 1/20/21
14.30.22.13.0037	Res 1 Unit	School	47.38	Sold 12/20/20
28.30.22.42.0001	Res 1 Unit	Agricultural	139.94	No longer Green Acres Deferred
31.30.22.23.0002	Commercial	Co Srvs Other	(55.61)	Sold 10/19/21

3. **Tax Forfeited Properties** – VLAWMO has had properties become tax forfeited as a result of unpaid property taxes. For taxes payable in 2023, there are 18 parcels currently in tax forfeited status, all in Ramsey County. This is unchanged from last year.
4. **Comparison to Surrounding Watershed Districts** – Included again this year is a comparison of the VLAWMO SSU fee to the certified property tax levies of Capital Region Watershed, Ramsey-Washington Metro Watershed, and Rice Creek Watershed. Comparisons will include:
 - a. Annual SSU Fee vs. Certified Property Tax Levy – Through Pay 2022
 - b. Impact on a Median Valued Home in VLAWMO – Through Pay 2022

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

5. **Proposed Pay 2023 Storm Sewer Utility Rates** – Based on a budget of \$1,090,887, the new rate for Pay 2023 is **\$61.80 per unit**. This is an increase of 6.6% over last year. This is less than the 9.0% increase for Pay 2022. This also includes a 0.54% buffer, which is similar to past years to account for future divisions and any additional manual overrides.

Vadnais Lake Area Attachment 3
Water Management Organization

2023 Proposed Storm Sewer Utility Rates



August 24, 2022

Prepared by 

Proposed Rate for Payable 2023

Pay 2022:

\$57.96/unit
\$84.00/acre

Pay 2023:

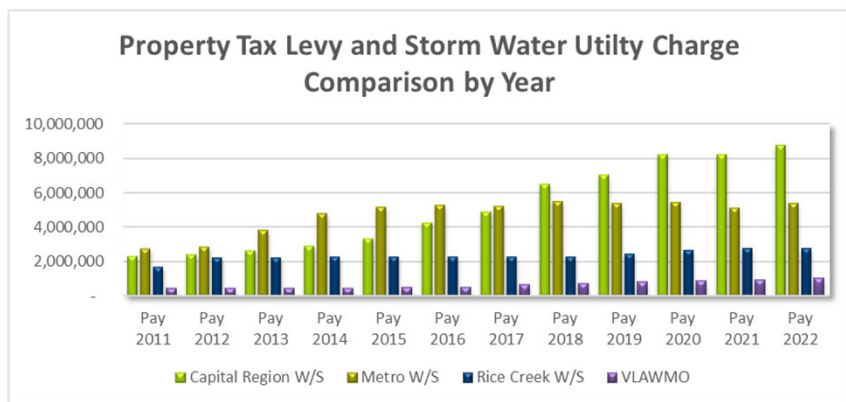
\$61.80/unit
\$89.64/acre

6.6% increase from Pay 2022

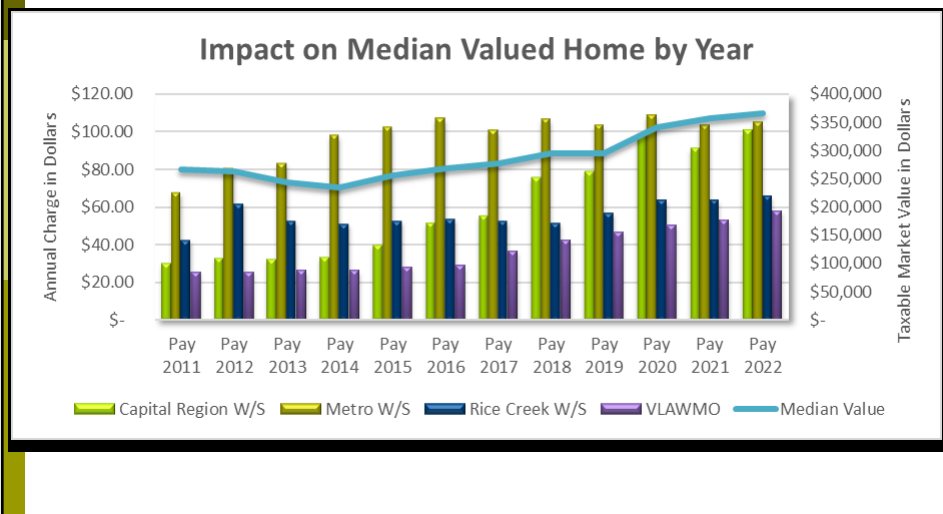
Payable 2023 Certifications

- 11,418 parcels to Ramsey County
- 131 parcels to Anoka County

Comparable Districts



Comparable Districts



Proposed 2023 Storm Sewer Utility Charges By Property Classification

Classification	Total Amount	R. E. F.	Rate
Residential 1-3 Units	\$641,051.40	1.00	\$61.80/ Unit
Residential 4 or more Units	\$42,050.27	2.72	\$89.64/ Acre
Commercial	\$158,932.47	4.23	\$89.64/ Acre
Industrial	\$136,784.48	3.30	\$89.64/ Acre
Institutional	\$92,743.03	3.30	\$89.64/ Acre
Golf Courses	\$14,742.16	0.74	\$89.64/ Acre
Agricultural	\$10,457.93	0.25	\$89.64/ Acre
Vacant Land	\$0	Exempt	\$0.00
Road/Railroad ROW	\$0	Exempt	\$0.00
Wetland/Public Waters	\$0	Exempt	\$0.00
Other Exempt	\$0	Exempt	\$0.00
Totals	\$1,096,761.74		

Proposed 2023 Storm Sewer Utility Charges By City

Classification	Total Amount	Parcels
Gem Lake	\$28,843.60	215
Lino Lakes	\$12,294.19	131
North Oaks	\$170,740.08	2,182
Vadnais Heights	\$333,605.29	3,931
White Bear Lake	\$348,654.02	3,376
White Bear Township	\$202,624.56	1,714
Totals	\$1,096,761.74	11,538

Timeline

- ❑ **August 24:** VLAWMO Board to approve 2023 Storm Sewer Utility Rates.
- ❑ **August – October:** Staff to work with Ehlers regarding changes to database to accommodate 2023 rates, new reporting layouts to counties, and any additional updates due to property splits.
- ❑ **October 26:** VLAWMO Board to approve parcels to be certified.
- ❑ **November 30:** All parcels certified to Ramsey and Anoka County Auditors.

Questions?



To: VLAWMO Board of Directors

From: Phil Belfiori

Date: August 17, 2022

RE: Agenda item – VI. D. Consider Scope of Work for Spent Lime Demonstration Project Feasibility Study in Oak Knoll Pond and Partnership MOU

As a follow-up from the Dec. 8, 2021 VLAWMO Board meeting presentation from Greg Wilson at Barr Engineering, please find attached for Board consideration a scope of work for a spent lime demonstration project feasibility study in Oak Knoll Pond and partnership MOU with the City of White Bear Lake. As the Board is also aware, the budget for the proposed Oak Knoll Pond spent lime demonstration project was included in the approved 2023 VLAWMO annual budget.

The proposed feasibility study associated with the attached scope of work would including include pond sampling/chemical analysis, evaluation of technical/social feasibility and preparation of supporting information for permitting, and completion of a pond treatment feasibility technical memorandum. The ultimate outcome of the Study is to confirm that the technical, scientific and social elements of the proposed demonstration are feasible before initiating final project design and implementation.

Pending unforeseen additions to the scope of work, the total estimated cost for the Study is \$13,000 with an estimated completion date of November 2022. The proposed MOU with the City of White Bear Lake is for splitting the cost for completion for the Study.

Proposed Board Motion:

Director _____ approve the attached Scope of Work for Spent Lime Demonstration Project Feasibility Study in Oak Knoll Pond dated August 11, 2022 from Barr Engineering for a total estimated cost of \$13,000. Furthermore, the Board also moves to approve the Partnership MOU with the City of White Bear Lake to allow for splitting of the total cost to complete the Study.

Attached:

1. Scope of Work for Spent Lime Demonstration Project Feasibility Study in Oak Knoll Pond dated August 11, 2022 from Barr Engineering
2. Proposed MOU with the City of White Bear Lake

August 11, 2022

Mr. Phil Belfiori
Administrator
Vadnais Lake Area Water Management Organization (VLAWMO)
800 County Road E East
Vadnais Heights, MN 55127

Re: Agreement for Oak Knoll Pond Spent Lime Feasibility Study

Dear Mr. Belfiori:

Thank you for the opportunity to submit this agreement to provide engineering services to the Vadnais Lake Area Water Management Organization (VLAWMO) and the City of White Bear Lake (WBL) for completion of an in-pond spent lime treatment feasibility study for Oak Knoll Pond.

This engineering estimate includes pond sampling/analysis, evaluation of technical/social feasibility and preparation of supporting information for permitting, and completion of a pond treatment feasibility technical memorandum. Table 1 summarizes the work items and the estimated cost.

Project Scope

The project includes the following work tasks.

1. Pond water sampling and laboratory analysis

Past applications of spent lime to stormwater ponds have, to varying degrees, resulted in increased pH for some time following treatment. It is expected that permit conditions will dictate that spent lime applications do not result in pH readings above 9.0 to prevent adverse impacts on aquatic biota in Oak Knoll Pond. For this project, we will coordinate water sample collection from Oak Knoll Pond and spent lime slurry sample collection by VLAWMO staff that will be used for spent lime titrations in our lab to gauge the buffering capacity of the pond water. Our analysis of the spent lime titrations will provide the data needed to calculate the maximum spent lime dose that could be safely applied to Oak Knoll Pond for the initial phase of treatment.

2. Evaluation of technical/social feasibility and permit considerations

Since Oak Knoll Pond is surrounded by dense residential development, there will be several considerations for permitting and technical/social feasibility issues. This task will include consideration of up to two alternative concepts/methods for spent lime treatment, including alternate methods for chemical application and/or buffering pH, as appropriate. For this task, the following technical/social feasibility and permitting issues will be considered and addressed:

- Project easements and pond access constraints, legalities
- Hose and spray length, as well as overspray considerations

- Project timing and slurry availability
- Staging and chemical storage
- Environmental review and permitting requirements for each treatment concept/method
- Project cost estimates and expected benefit

As a part of this task, we will meet with a contractor on-site to review and discuss the options for treatment methods/costs and constraints associated with pond access, hose and spray length, timing/slurry availability, staging/storage, environmental and permit considerations. We will also meet with MPCA and DNR staff to discuss permitting issues, and with WBL water treatment staff to discuss project timing and spent lime slurry availability. At the conclusion of this task, we will assist with presentation development and attend a public meeting that will be scheduled with VLAWMO and WBL staff, interested Board members and other invited stakeholders to discuss/document the spent lime treatment feasibility, summarize environmental and permit requirements, and summarize recommendations for the project.

3. Pond treatment feasibility technical memorandum

The results of the above tasks will be summarized in a technical memorandum and submitted to VLAWMO and WBL staff for review and comment. The technical memorandum will address the following topics:

- Pond and watershed information (at minimum, this will include pond morphology and depth, and summary of water quality information)
- Technical and social feasibility issues
- Permitting considerations
- Expected cost of treatment methods considered
- Plan for monitoring surface water quality to assure the project's permit requirements are met

The technical memorandum will also include recommendations for next steps, as well as a map that indicates the site access and staging limits. Barr will respond to questions and comments from VLAWMO and WBL staff and finalize the technical memorandum.

Estimated Cost and Schedule

The following table summarizes the estimated costs associated with each task described in the scope of services and list of assumptions.

The table also shows the estimated schedule for the completion of the project tasks. The schedule assumes authorization to proceed by VLAWMO no later than August 25, 2022. The actual schedule will be coordinated with VLAWMO staff and will accommodate coordination with public and private landowners for pond access, where applicable.

Task	Description of Task	Amount	Estimated Completion
1	Pond water sampling and laboratory analysis	\$ 3,000	September 2022
2	Evaluation of technical/social feasibility and permit considerations	\$ 7,000	October 2022
3	Pond treatment feasibility technical memorandum	\$ 3,000	November 2022
Total Estimated Project Cost		\$ 13,000	

This Agreement will be effective for the duration of the services, unless earlier terminated by either VLAWMO or us. We will commence work on Task 1 upon receipt of a copy of this letter signed by your authorized representative.

We will inform you of our progress through periodic (e.g., bi-weekly) e-mail updates, telephone calls, invoice details, and other communications.

For the services provided, you will pay us on a lump sum basis, according to the attached Standard Terms. We will bill the VLAWMO approximately monthly. The cost of the services will not exceed \$13,000 without prior approval by the VLAWMO. Work beyond the scope outlined above will be billed on a time-and-expense basis in accordance with our fee schedule, following your written permission or otherwise negotiated with you.

We understand you or your designees have the authority to direct us. We will direct communications to you at the 800 County Road E East address. Direction should be provided to Greg Wilson at the letterhead address.

During the term of this Agreement, we will maintain the following insurance coverages:

Worker Compensation..... Statutory
 Employer Liability..... \$500K per claim/\$500k aggregate
 Commercial General Liability..... \$1M per claim/\$2M aggregate, combined single limit
 Automobile..... \$1M combined single limit
 Umbrella/excess policy as to above coverages..... \$10M aggregate
 Professional Liability (claims-made) \$5M per claim/\$5M annual aggregate

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided and return it to us.

Sincerely yours,
 Barr Engineering Co.

By *Karen L. Chandler*
 Karen Chandler, P.E.
 Vice President

Accepted this ___ day of _____, 2022

Vadnais Lake Area Watershed Management Organization

By _____
Phil Belfiori
Its District Administrator

Attachments
Standard Terms—Professional Services



STANDARD TERMS—PROFESSIONAL SERVICES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

Section 2: Your Responsibilities

- 2.1 You will provide access to property.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnish to us.
- 2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.
- 2.4 You agree to hold us harmless as to claims that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination

of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless and to the extent the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software, programs, models, and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer such information and documents to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1** You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.
- 4.2** You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 4.3** If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4** You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5** If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.
- 4.6** In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2** We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3** We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4** For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services, but not less than \$50,000, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided

that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5** If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.6** If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7** The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.
- 6.2** This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.
- 6.3** Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4** Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.
- 6.5** We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6** Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms

Attachment 2.
Memorandum of Understanding Between
Vadnais Lake Area Watershed Management Organization
and City of White Bear Lake

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between the Vadnais Lake Area Watershed Management Organization (“**VLAWMO**”) and the City of White Bear Lake (“**City**”) each acting by and through its duly authorized governing bodies.

Whereas, VLAWMO and City mutually desire to partner on a feasibility study (“**Study**”) to research spent lime treatment for Oak Knoll Pond in the City of White Bear Lake.

Whereas, Oak Knoll Pond is a public water wetland that functions as a stormwater pond and receives runoff from the surrounding neighborhoods;

Whereas, Oak Knoll Pond is located in the Goose Lake subwatershed. East Goose Lake is on the State of Minnesota’s Section 303(d) impaired waters list for nutrient loads through the Clean Water Act.

Whereas, internal load feasibility study and implementation, detention pond retrofit and maintenance, and emerging technologies demonstrations were identified as Goose Lake nutrient reduction strategies in the 2014 VLAWMO Total Maximum Daily Load (TMDL) Implementation Plan.

Whereas, the purpose of the Study is to research technical project feasibility factors for a possible demonstration project (if deemed feasible) on Oak Knoll pond;

Whereas, the parties wish to clearly define their respective roles in the development and completion of the Study; and

Whereas, the attached agreement scope of work dated August 11, 2022 from Barr Engineering identifies the anticipated engineering work needed to complete the Study;

Now, therefore, the parties hereby agree to enter into this MOU and to comply with the following processes with respect to completing the Study:

1. City Responsibilities. City agrees to do each of the following:
 - a. Reimburse the VLAWMO 50% of the professional services costs VLAWMO incurs from the consulting engineer to complete the Study.
 - b. Provide background information or data (if any) necessary for the preparation of the Study.
 - c. Attend all meetings and event related to the project and study.
 - d. Assist VLAWMO with required notices to affected property owners and other stakeholders as may be necessary.
 - e. Comply with all applicable legal requirements related to the Study.
2. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:

- a. Provide for management and oversight of the Study.
 - b. Pay the professional services costs with the City reimbursing VLAWMO 50% of the professional services costs to complete the Study.
 - c. In partnership with the City, provide required notices to affected property owners and other stakeholders as may be necessary.
 - d. Comply with all applicable legal requirements related to the Study.
3. Use of Study. The reports or documents produced in whole or in part under this MOU will be subject to fair use and may not be the subject of an application for copyright by or on behalf of City or VLAWMO. City and the VLAWMO may use, without restriction, the work products of the Study including, but not limited to, any associated reports and documents.
4. Term. This MOU is effective on the date of the last party to execute it. This MOU shall terminate upon completion of the Study and reimbursement for the professional services costs incurred as provided herein.
5. Termination. Each party has the right to terminate this MOU at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. City shall remain responsible for reimbursing the VLAWMO for the professional costs it incurs prior to the effective date of the termination.
6. Entire Agreement; Amendments. This MOU constitutes the entire agreement between the parties regarding this matter. No amendments to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives and is effective as of the date of the last party to execute it.

**Vadnais Lake Area Watershed
Management Organization**

City of White Bear Lake

Chairperson

Mayor

Administrator

City Manager

Date: _____

Date: _____