









BOARD OF DIRECTORS MEETING AGENDA

7:00 PM

February 26, 2025

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

 = Requested Board Action

- I. **Call to Order**, Chair, Jim Lindner
- II. **Approval of Agenda** 
- III. **Approval of December 11, 2024 Board Meeting Minutes**  **3**
- IV. **Visitors and Presentations**
 - A. TEC Report and Financials for February – Susan Miller **11**
 - B. Oath of Office – Welcome Director Sara Shah **21**
 - C. Public Visitors – Non-agenda Items
- V. **Consent Agenda**  **Directors may request to move any item to business agenda for discussion**
 - A. Consider Designation of Legal Publication – Press Publications and VLAWMO Website **23**
 - B. Consider 2025 Board Meeting Dates **25**
 - C. Consider 2025 Public Drainage Ditch Inspection Report **27**
 - D. Consider Contracts and Agreements for 2025 (6 total) **29**
 - E. Consider HEI Scope of Work for VLAWMO Regulatory Policy Update **31**
 - F. Consider Amendment to Tamarack Alum Agreement with Lake Restoration, Inc. for Phase 2 **35**
 - G. Consider Wilkinson Deep-water Wetland Monitoring Report **41**
 - H. Consider Memo on Possible Wilkinson Lake Area Meander **43**
 - I. Consider Landscape Level 2 2024-02 Elmwood Park Grant Agreement Amendment **45**
 - J. Consider WCA Replacement Plan for CR J Reconstruction Project **47**
 - K. Consider 2024-2025 RCSWCD Professional Services Agreement Amendment **55**
 - L. Consider Ramsey County MOU to Cost Share on Koehler Road Gully Repair **61**
 - M. Consider Letter of Support for LCCMR City of Vadnais Heights Grant Application **69**
 - N. Consider Letter of Support for LCCMR White Bear Township Grant Application **71**
 - O. Consider 2024 Carp Removal Program Annual Report **73**
- VI. **Business**
 - A. **Administration and Projects**
 - 1. Consider Election of Board, Subcommittee Officers, and TEC Appointments– Chair Lindner/Board  **75**
 - B. **Projects and Programming**
 - 1. Consider CPL Agreement, MOU with City of WBL, and Contract for Rotary Park Project- Resolution 01-2025  – Dawn (15 min.) **77**
 - 2. Consider First Two Draft Chapters of WMP  – Dawn (15 min.) **103**
 - 3. Consider Grant Agreement & Work Plan for '25-27 BWSR WBIF Grant–Res. 02-2025  – Lauren (10 min.) **113**
- VII. **Discussion**
- VIII. **Administration Communication** – Discussion on Scheduling Board Subcommittee Meeting (3/31, 4/1, 4/2, or 4/3)- Phil
- XI. **Adjourn: Next Regular Meeting: April 23, 2025**

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MINUTES OF THE BOARD OF DIRECTORS – DECEMBER 11, 2024, REGULAR BOARD MEETING

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

*= with prior notice
**= alternate

Others in attendance: Terry Huntrods (TEC).

I. Call to Order

The meeting was called to order at 7:00 pm by Chair Lindner.

II. Approval of Agenda 

The agenda for the December 11, 2024, Board meeting was presented for approval. Administrator Belfiori confirmed that there were no changes proposed by staff.

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

III. Approval of Minutes 

The minutes from the August 28, 2024 Board meeting were placed on the agenda for approval, as motioned at the October 23, 2024 Board meeting, along with the minutes from the October 23, 2024 Board meeting.

Administrator Belfiori stated that he consulted VLAWMO’s attorney regarding approval of minutes. Board members are allowed to vote to approve the minutes even if they were not in attendance at the meeting, after they have reviewed the minutes.

A motion was made by Director Rafferty and seconded by Director West to approve the August 28, 2024, minutes. Vote: all: aye. Motion passed.

Director Doll Kanne asked if her request was received to update the minutes on page 13 to state that Kelly Jozowski was the alternate for the October 23, 2024 Board meeting. Administrator Belfiori confirmed that update to the minutes.

A motion was made by Director Doll Kanne and seconded by Director Rafferty to approve the October 23, 2024 Board meeting minutes with the requested update. Vote: all: aye. Motion passed.

IV. Visitors and Presentations

A. Introduce Angela Hugunin - New Communication and Outreach Coordinator

Administrator Belfiori introduced VLAWMO’s new staff member, Angela Hugunin, Communication and Outreach Coordinator. Hugunin greeted the Board and introduced herself. She highlighted her previous experience with the MPCA and the We Are Water Minnesota traveling exhibit. Board members introduced themselves and shared their affiliations.

B. TEC Report to the Board for December & Finance Report

Commissioner Terry Huntrods provided an overview of the December TEC Report to the Board. He highlighted that the TEC reviewed November and December financial reports and recommended approval. He discussed the action items that were discussed at the December TEC and on the consent agenda for the Board meeting. Huntrods mentioned that the TEC welcomed Angela earlier the same day. He shared updates on the carp program planning for 2025 and cost share closeouts completed and still in process.

Director Rafferty asked if VLAWMO works with WSB on the carp removal program. Tanner responded that VLAWMO worked with WSB for a winter season to attempt a large removal over the ice. Due to the oxygenation system and unstable ice conditions on Pleasant Lake, that removal attempt was not successful. VLAWMO worked with Carp Solutions prior to and during that time and has continued working with Carp Solutions with a focus on spring removals during carp migration for spawning.

C. Public Visitors - Non-agenda items

None.

V. Consent Agenda 

Chair Lindner asked if any Board members wished to take any items off the consent agenda for discussion. No requests were made.

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

- A. Consider Legal Services for 2025 and 2026
- B. Consider Proposed 2025 Cost Share Program Updates
- C. Consider Water Conservation Partnership with City of Vadnais Heights
- D. Consider Resolution 02-2024–Concurrence on Minor Change in Proposed RCWD Boundary Change
- E. Consider VLAWMO Salary Action Guideline Chart with COLA per Subcommittee
- F. Consider MOU for Phase 3 Rotary Park Restoration Partnership with the City of White Bear Lake
- G. Consider Temporary Access Agreement for Continued Tamarack Alum Project
- H. Consider MOU with NOHOA for Ongoing Invasive Yellow Iris Removal Partnership in 2025
- I. Consider CLA’s Recommendation to Switch VLAWMO’s Audit from GAAP to Regulatory Basis

Discussion:

None.

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

VI. Business

A. Projects and Studies/Plans

1. Consider MOU for Feasibility Study –Partnership with North Oaks Company and City of Lino Lakes

Corcoran presented the proposed partnership with the North Oaks Company and City of Lino Lakes, as included in the packet. The partnership will complete a feasibility study that will investigate possible “over and above” BMPs to be located within the proposed NOC development site located in the City of Lino Lakes at Centerville Road and County Road J. NOC has recently hired the engineering consulting firm ISG as the design engineers for the proposed development site.

Corcoran showed figures with the project location, highlighting that the parcel includes an easement with SPRWS. The figures showed wetland boundaries and the proposed location of a new regional stormwater BMP.

With the three partners, the City of Lino Lakes, NOC, and VLAWMO, ISG is looking at design work for the current development. The main purpose of the study is to identify possible BMPs in three categories:

1. Regional Best Management Practice (BMP) for Stormwater: Assess BMP stormwater pond design to provide treatment to reduce nutrients and sediment loading to Wilkinson Lake, which is impaired for nutrients.
2. Water Reuse: Evaluate the feasibility of reusing water for irrigation on the proposed development site and reduce potable water use for irrigation.
3. Smart Irrigation Controllers Technology: The implementation of electronic equipment in ground to monitor the soil to utilize less water for irrigation of vegetation.

Corcoran explained the MOU that has been developed for the project including roles and responsibilities of the partners. This MOU identifies:

1. The Study would be managed /coordinated by NOC;
2. NOC would invoice VLAWMO for 2/3rds (66.66%) of total cost upon completion of the Study not to exceed \$25,853;
3. VLAWMO would then invoice the City of Lino Lakes for an amount of \$11,061. (this amount is not exactly 1/3rd of the total study cost given the City can't partner on items in tasks 2 and 3 which would likely be required in accordance with City requirements.)

Corcoran stated that staff recommends approval of the MOU and the proposed motion.

Discussion:

Chair Lindner asked what type of projects are being considered. Corcoran explained the development is in the engineering and design phase, and types of projects that may be considered are a regional stormwater BMP, water reuse, or possibly smart irrigation controllers. Chair Lindner asked what the development is going to be that is being built by NOC. Corcoran stated that housing is the focus. Director Rafferty added that the development is going to be residential and small commercial.

A motion was made by Director Rafferty and seconded by Director West to authorize approval of the MOU dated December 3, 2024 for the ISG Feasibility Study with non-material changes and upon advice of counsel. Vote: all: aye. Motion passed.

Director Rafferty asked how the City of Lino Lakes has been to work with on the project so far. Corcoran said that they've been fantastic. He mentioned working with Tom (Hoffman) and Andy (Nelson) on the previous Amelia Lake drainage study and future development planning with Mike (Grochala). He also said VLAWMO has worked with Lino Lakes over the years on a variety of projects.

B. Financial/Administrative

1. Consider Resolution 06-2024 Regarding Approval of 2025 "Working" Budget

Administrator Belfiori provided the VLAWMO Board with background and recommendations related to the proposed 2024 fund balance/2025 carry over and “working” budget. Belfiori referenced a table in the PowerPoint presentation to discuss specific line items and summarized the recommended proposed fund balances and carry over amounts.

Administrator Belfiori explained that upon analysis of and extrapolation from the November 2024 financial report, the updated estimated 2024 year-end fund balance (carryover from 2024 to 2025) is tracking higher than the projected 2024 overall fund balance carry over from the June Board meeting. This slightly higher projected 2024 year-end fund balance is due to fewer actual to-date expenditures in 2024 than predicted. The predicted total year-end fund balance based on actual 2024 year to-date expenditures is anticipated to be between \$1,150,000 – \$1,450,000 given entire budget is not anticipated to be spent.

Administrator Belfiori provided a summary of the proposed fund balance carry over going into 2025, which includes the \$1,180,708 carry over (assuming entire budget spent) in the approved 2025 Budget that was adopted by the Board in June 2024, and the additional proposed fund balance carry over incorporated into the 2025 “working” budget of \$180,796 (for a total revised proposed fund balance carry over from 2024 to 2025 of \$1,361,504, assuming entire budget is spent).

Several factors including but not limited to project timing, construction prices, weather, and changes in partners' priority project funding are some of the reasons that a more likely range of predicted use of carryover is anticipated for 2025. Management of uncertainty is an important component in managing the carry over and fund balance. Belfiori explained some projects with high uncertainty such as: East Vadnais Lake Subwatershed Resiliency Project, Polar Lakes Park Water Reuse Project, the 10-year WMP, potential Wilkinson alum project, “Green” street partnerships, and others.

The \$1,361,504 would now be considered “committed” for 2025 per the approved VLAWMO Fund Balance Policy. It is anticipated that at the end of 2024 (and going forward into 2025), the “unrestricted” fund balance in the General fund should be in more than the

minimum that is required, which is 35-50% of the 2025 budgeted expenditures as is identified in the VLAWMO Fund Balance Policy. Belfiori stated that VLAWMO will be within the general range of 35-50%. Column 4 in the table on page 85 shows the proposed carry over “committed” funds as shown in the table that is part of the resolution.

Administrator Belfiori stated the Board subcommittee discussed and recommended supporting the proposed working budget at their recent meeting.

Discussion:

Director Rafferty asked if market adjustments have been completed for VLAWMO staff. Administrator Belfiori responded that these are done regularly. The most recent salary survey was approved in 2024 and shifted based on recommendations of subcommittee members to reflect inflation and the market of similar positions. Director Rafferty clarified that the subcommittee included Chair Lindner, Director Doll Kanne, and Director Prudhon. Chair Lindner and Director Doll Kanne supported this and stated that all subcommittee members were in attendance and supported the results.

It was moved by Director Rafferty and seconded by Director West to approve Resolution 06-2024 committing specific portions of fund balance as identified in the table included in the resolution document. Vote: all: aye. Motion passed.

RESOLUTION 06-2024

A RESOLUTION FOR COMMITTING THE FUND BALANCE FOR SPECIFIC PURPOSES

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION, that the specific portions of fund balance in the identified funds are committed as follows:

Fund Name and Description	Approved “working” 2024 Budget (from Board action on Dec. 2023)	TOTAL Predicted Year End 2024 Fund Balance amount (from 2024 to 2025-apx. range).	Proposed Carry Over “committed” Funds (into 2025 “working” budget) and Purpose	TOTAL Rough est./Projected Year End 2025 Fund Balance amount (from 2025 to 2026-apx. range)
General Fund - Fund 3.1. Operations and Administration	\$762,742	\$1,150,000 – \$1,450,000 (Estimate)	\$13,165 Based on Personnel Subcommittee approval at 11/20/2024 Mtg. of updated salary adjustment /COLA (also on 12/11/24 Board meeting consent agenda)	\$600,000-\$1,200,000 (Estimate)
General Fund - Fund 3.2. Monitoring and Studies	\$151,000		\$3,000 additional project specific performance monitoring and analysis needs	
General Fund - Fund 3.3. Education and Outreach	\$36,000		\$5,000 Additional technical assistance in web site update and or other communication and outreach activities	
General Fund -Fund 3.4. Capital Improvement Projects and Programs	\$1,209,131		\$1,340,339 The approved 2025 budget (approved at the June 2024 Board meeting) already included utilizing <u>\$1,180,708</u> of fund balance carry over to implement the 2025 Capital Improvement Projects and Programs. The proposed 2025 “working” budget now proposes an additional <u>\$159,631</u> of additional fund balance carry over for a total Proposed Carry Over “committed” Funds (into 2025 “working” budget) of <u>\$1,340,339</u> . For implementation of the proposed projects in several subwatersheds including: Continuance of the Tamarack Alum project, Level 1/ 2 and SHG cost-share partnership projects, and those proposed projects	

			identified in the approved 2025 budget.	
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The question was on the adoption of the resolution and there were 4 yeas and 2 nays as follows:

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

Upon vote, the Chair declared the Resolution adopted on this 11th day of December 2024.

James Lindner, Chair

Date 12-11-24

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

I, the undersigned, Administrator of the Vadnais Lake Area Water Management Organization, hereby certify that I have carefully compared and attached the foregoing extract of minutes of a regular meeting of the Board of Directors of said watershed held on the 23rd day of October 2024, with the original thereof on file in my office.

WITNESSED BY the Watershed Administrator this 11th day of December 2024.

Phil Belfiori, Administrator

VII. Discussion/Admin communication

Administrator Belfiori thanked the Board for their vision, support, and dedication to VLAWMO and emphasized that staff appreciate all of their time and dedication to the organization.

XI. Adjourn

A motion was made by Director Rafferty and seconded by Director West to adjourn at 7:23 pm. Vote: all: aye. Motion passed.

DRAFT

TEC Report to Board - February 2025

Programs & Projects	Effort Level			Completion Date	Comments	
	LOW	MED	HIGH			
Projects						
E. Vadrnais Lake Subwatershed Resiliency Study				Ongoing	Staff are continuing to work with the City of Vadrnais Heights on Phase 2 of the study. Currently partnering on exploring additional state grant application for further investigation and construction plan development for the recommended BMPs identified in the study.	
Rotary Park partnership				2025-26	Phase 3 of partnership agreement with City of White Bear Lake is being considered at December TEC meeting	
Polar Lake Park Reuse Study				2025	Continuing to work with WB Township to investigate possible grant application opportunities	
MPCA 319 /Wilkinson Lake BMPs				ongoing	WQ monitoring complete, enhancement underway with NST. Planning underway for next round grant project.	
Pleasant Lake Carp Management				ongoing	Planning for 2025 is being considered at December TEC meeting	
Tamarack Alum Project				2024	Phase 1 of the project was completed in Oct. 2024. Temp. Access Agreement with Ramsey County considered at Dec. TEC meeting. Planning ongoing for spring when project resumes.	
Programs						
City/Township MS4				Ongoing	Beginning work to determine needs of MS4 partners	
Education/Outreach				Ongoing	Developing and drafting sections of 2024 annual report	
Website				Ongoing	Current website continues to be updated as needed. New website planning underway.	
WAV				Ongoing	Beginning work to determine volunteer events and opportunities	
Cost Share & BWSR WBIF				Ongoing	2024 projects continue to be closed out. Grant applications are beginning to come in for consideration from 2024 site visits. Construction plans continue to be developed for a bioswale project at the White Bear Lake Sports Center. Continuing to work on WBIF workshop for February consideration.	
GIS				Ongoing	Updating the online GIS viewer as needed.	
Monitoring				Ongoing	2024 monitoring report complete. Planning 2025 season.	
WCA				Ongoing	Administering WCA as needed.	
Administration & Operation						
Audit				2024	Currently working on 2024 audit with CLA - anticipate bring brought to the April BOD meeting	
Budget				for 2026 budget	Starting work to review long range draft project partnership table with staff from partner organizations.	
Personnel /HR				ongoing	staff continuing to pursuing training opportunities	
SSU				ongoing	The approved 2024 SSU certifications have been submitted to Anoka and Ramsey County.	
2027-2036 Watershed Mgmt Plan				2023-2025	Draft phase and associated reviews underway.	
FINANCIAL SUMMARY as of 2/1/2025						
4M Account (1.10)		4M Plus (1.23)		Total		
\$946,150		\$253,707		\$1,199,857		
Budget Summary						
Operations		\$131,233		\$1,066,008	\$933,775	12%
CIP		\$109,578		\$1,533,199	\$1,423,621	7%
Total		\$240,811		\$2,599,207	\$2,357,396	9%

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VLAWMO Finance Summary: February 2025

Feb-25		Actual 2/1/25	Actual to Date	2025 Budget (June 2024 Board Approved)	Carry over from 2024 to 2025	Remaining in Budget	2025 Available (Dec. 2024 Board approved)	Act vs. Budget
BUDGET #	INCOME							
5.11	Storm Water Utility	\$6,151	\$528,269	\$1,202,703	\$0	\$674,434	\$1,202,703	44%
5.12	Service Fees			\$1,000	\$0	\$1,000	\$1,000	0%
5.13	Interest + mitigation acct	\$4,561	\$9,934	\$30,000	\$0	\$20,066	\$30,000	33%
5.14	Misc. income - WCA admin & other	\$3,000	\$3,000	\$3,000	\$0	\$0	\$3,000	100%
5.15	Other Income Grants/loan		\$5,021	\$238,960	\$0	\$233,939	\$238,960	2%
5.16	Transfer from reserves			\$1,180,708	\$180,796	\$1,361,504	\$1,361,504	0%
	TOTAL	\$13,712	\$546,224	\$2,656,371	\$180,796	\$2,290,943	\$2,837,167	21%
EXPENSES								
3.1	Operations & Administration							
3.110	Office - rent, copies, post tel supplies	\$2,178	\$4,398	\$33,851	\$0	\$29,453	\$33,851	13%
3.120	Information Systems	\$2,015	\$3,586	\$33,850	\$0	\$30,264	\$33,850	11%
3.130	Insurance			\$12,000	\$0	\$12,000	\$12,000	0%
3.141	Consulting - Audit			\$23,000	\$0	\$23,000	\$23,000	0%
3.142	Consulting - Bookkeeping	\$45	\$92	\$1,500	\$0	\$1,408	\$1,500	6%
3.143	Consulting - Legal	\$810	\$810	\$8,000	\$0	\$7,190	\$8,000	10%
3.144	Consulting - Eng. & Tech.	\$220	\$220	\$50,000	\$0	\$49,780	\$50,000	0%
3.150	Storm Sewer Utility	\$214	\$5,397	\$22,500	\$0	\$17,103	\$22,500	24%
3.160	Training (staff/board)			\$18,000	\$0	\$18,000	\$18,000	0%
3.170	Misc. & mileage	\$57	\$156	\$7,276	\$0	\$7,120	\$7,276	2%
3.191	Administration - staff	\$52,442	\$81,135	\$470,287	\$13,165	\$402,317	\$483,452	17%
3.192	Employer Liability	\$14,220	\$22,581	\$144,579	\$0	\$121,998	\$144,579	16%
3.2	Monitoring and Studies							
3.210	Lake and Creek lab analysis			\$18,000	\$3,000	\$21,000	\$21,000	0%
3.220	Equipment			\$3,000	\$0	\$3,000	\$3,000	0%
3.230	Wetland assessment & management			\$10,000	\$0	\$10,000	\$10,000	0%
3.240	Watershed planning /special study		\$10,338	\$150,000	\$0	\$139,662	\$150,000	7%
3.3	Education and Outreach							
3.310	Public Education	\$2,000	\$2,000	\$6,000	\$0	\$4,000	\$6,000	33%
3.320	Comm., Outreach & Marketing	\$520	\$520	\$20,000	\$5,000	\$24,480	\$25,000	2%
3.330	Community Blue Ed Grant			\$12,000	\$0	\$12,000	\$12,000	0%
<i>Total Core functions: Ops, Monitoring, Education</i>		<i>\$74,721</i>	<i>\$131,233</i>	<i>\$1,043,843</i>	<i>\$21,165</i>	<i>\$933,775</i>	<i>\$1,065,008</i>	<i>12%</i>
Capital Improvement Projects and Programs								
3.4	Subwatershed Activity							
3.410	Gem Lake			\$25,000	\$0	\$25,000	\$25,000	0%
3.420	Lambert Creek			\$160,000	\$0	\$160,000	\$160,000	0%
3.421	Lambert Lake Loan			\$38,568	\$0	\$38,568	\$38,568	0%

3.425	Goose Lake			\$75,000	\$0	\$75,000	\$75,000	0%
3.430	Birch Lake	\$15,000	\$15,000	\$70,000	\$0	\$55,000	\$70,000	21%
3.440	Gilf Black Tam Wilk Amelia		\$10,324	\$375,000	\$100,000	\$464,676	\$475,000	2%
3.450	Pleasant Charley Deep	\$15,000	\$15,000	\$150,000	\$0	\$135,000	\$150,000	10%
3.460	Sucker Vadnais	\$43,906	\$43,906	\$250,000	\$0	\$206,094	\$250,000	18%
3.48	Programs							
3.480	Soil Health Grant		\$1,000	\$20,000	\$4,524	\$23,524	\$24,524	4%
3.481	Landscape 1			\$50,000	\$26,900	\$76,900	\$76,900	0%
3.482	Landscape 2/BWSR WBF	\$11,292	\$23,170	\$80,000	\$28,207	\$85,037	\$108,207	21%
3.483	Project Research & feasibility			\$5,000	\$0	\$5,000	\$5,000	0%
3.485	Facilities Maintenanc/ Pub. Ditch Main.	\$893	\$1,178	\$70,000	\$0	\$68,822	\$70,000	2%
3.5	Regulatory							
3.510	Engineer Plan review			\$5,000	\$0	\$5,000	\$5,000	0%
	<i>Total CIP & Program</i>	<i>\$86,091</i>	<i>\$109,578</i>	<i>\$1,373,568</i>	<i>\$159,631</i>	<i>\$1,423,621</i>	<i>\$1,533,199</i>	<i>7%</i>
	Total of Core Operations & CIP	\$160,812	\$240,811	\$2,417,411	\$180,796	\$2,357,396	\$2,598,207	9%

Fund Balance	1/1/2025	2/1/2025
4M Account	\$1,016,387	\$946,151
4M Plus Savings	\$252,767	\$253,708
Total	\$1,269,154	\$1,199,859

Restricted funds	2/1/2025
Mitigation Savings	\$0
Term Series	\$300,000

Vadnais Lake Area Water Management Organization
Check Detail
 January 9 through February 12, 2025

11:22 AM
 02/04/2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	eft	01/23/2025	Reliance Standard		Checking - 1987		-428.30
				Insurance Benefit		-428.30	428.30
TOTAL						-428.30	428.30
Check	eft	01/23/2025	US Bank		Checking - 1987		-44.93
				3.142 · Bookkeeping help		-44.93	44.93
TOTAL						-44.93	44.93
Check	5926	02/12/2025	Dawn Tanner		Checking - 1987		-39.20
				3.170 · Misc. & mileage		-39.20	39.20
TOTAL						-39.20	39.20
Check	5927	02/12/2025	Town Law Center, PLLP		Checking - 1987		-810.00
				3.143 · Legal		-810.00	810.00
TOTAL						-810.00	810.00
Check	5928	02/12/2025	Ramsey County		Checking - 1987		-19,080.00
				3.482 · Landscape 2		-4,080.00	4,080.00
				3.430 · Birch Lake		-15,000.00	15,000.00
TOTAL						-19,080.00	19,080.00
Check	5929	02/12/2025	Houston Engineering, Inc		Checking - 1987		-892.50
				3.485 · Facilities & Maintenance		-892.50	892.50
TOTAL						-892.50	892.50
Check	5930	02/12/2025	Metro WaterShed Partners		Checking - 1987		-2,000.00
				3.310 · Public Education		-2,000.00	2,000.00
TOTAL						-2,000.00	2,000.00
Check	5931	02/12/2025	Hisdahl's Trophies		Checking - 1987		-52.02
				3.320 · Marketing		-52.02	52.02
TOTAL						-52.02	52.02
Check	5932	02/12/2025	North Oaks Home Owners Association		Checking - 1987		-15,000.00
				3.450 · Pleasant Charley Deep		-15,000.00	15,000.00
TOTAL						-15,000.00	15,000.00

Check 5933 02/12/2025 City of Vadnais Heights	Checking - 1987	-53,296.00
	Rent	-1,815.00 1,815.00
	Phone/Internet/Machine Overhead	-325.00 325.00
	Postage	-13.41 13.41
	Copies	-24.59 24.59
	3.460 · Sucker Vadnais	-43,906.30 43,906.30
	3.482 · Landscape 2	-7,211.70 7,211.70
TOTAL		<u>-53,296.00 53,296.00</u>
Check 5934 02/12/2025 North Oaks News	Checking - 1987	-18.00
	3.170 · Misc. & mileage	-18.00 18.00
TOTAL		<u>-18.00 18.00</u>
Check 5935 02/12/2025 Metro - Inet	Checking - 1987	-2,015.00
	IT Support	-1,697.00 1,697.00
	IT Support	-318.00 318.00
TOTAL		<u>-2,015.00 2,015.00</u>
Check 5936 02/12/2025 City of White Bear Lake	Checking - 1987	-66,453.50
	payroll	-52,441.99 52,441.99
	Administration FICA	-3,908.36 3,908.36
	Administration PERA	-3,933.17 3,933.17
	Insurance Benefit	-5,695.04 5,695.04
	Admin payroll processing	-254.92 254.92
	3.144 · Eng. & Tech.	-220.02 220.02
TOTAL		<u>-66,453.50 66,453.50</u>
Check 5937 02/12/2025 Anoka County	Checking - 1987	-214.00
	3.150 · Storm Sewer Utility	-214.00 214.00
TOTAL		<u>-214.00 214.00</u>

Vadnais Lake Area Water Management Orga
Profit & Loss
 January 9 through February 12, 2025

11:26 AM

02/04/2025

Cash Basis

Jan 9 - Feb 12, 25

Ordinary Income/Expense	
Income	
Misc.	3,000.00
5.1 · Income	
5.11 · Storm Water Utility	6,151.12
5.13 · Interest	4,560.78
Total 5.1 · Income	<u>10,711.90</u>
Total Income	<u>13,711.90</u>
Gross Profit	13,711.90
Expense	
3.1 · Administrative/Operations	
3.110 · Office	
Copies	24.59
Phone/Internet/Machine Overhead	325.00
Postage	13.41
Rent	1,815.00
Total 3.110 · Office	<u>2,178.00</u>
3.120 · Information Systems	
IT Support	2,015.00
Total 3.120 · Information Systems	<u>2,015.00</u>
3.142 · Bookkeeping help	44.93
3.143 · Legal	810.00
3.144 · Eng. & Tech.	220.02
3.150 · Storm Sewer Utility	214.00
3.170 · Misc. & mileage	57.20
3.191 · Employee Payroll	
payroll	52,441.99
Total 3.191 · Employee Payroll	52,441.99
3.192 · Employer Liabilities	
Admin payroll processing	254.92
Administration FICA	3,908.36
Administration PERA	3,933.17
Insurance Benefit	6,123.34
Total 3.192 · Employer Liabilities	<u>14,219.79</u>
Total 3.1 · Administrative/Operations	<u>72,200.93</u>
3.3 · Education and Outreach	
3.310 · Public Education	2,000.00
3.320 · Marketing	520.02
Total 3.3 · Education and Outreach	<u>2,520.02</u>
3.4 · Capital Imp. Projects/Programs	
3.430 · Birch Lake	15,000.00
3.450 · Pleasant Charley Deep	15,000.00

3.460 · Sucker Vadnais	43,906.30
Total 3.4 · Capital Imp. Projects/Programs	73,906.30
3.48 · Programs	
3.482 · Landscape 2	11,291.70
3.485 · Facilities & Maintenance	892.50
Total 3.48 · Programs	12,184.20
Total Expense	160,811.45
Net Ordinary Income	-147,099.55
Net Income	-147,099.55

Vadnais Lake Area Water Management Organization

Custom Transaction Detail Report

December 1, 2024 through February 1, 2025

11:16 AM
02/04/2025
Accrual Basis

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Credit Card Charge	12/02/2024		Google*SV/CAPPS_VLAWM		US Bank CC	✓ WEB		42.00	42.00
Credit Card Charge	12/09/2024		mn Department of Agriculture	renewal pest 2025 license	US Bank CC	✓ 3.160 - Training (staff/board)		15.33	57.33
Credit Card Charge	12/09/2024		University of Minnesota	Dawn communicating across cultures training	US Bank CC	✓ 3.160 - Training (staff/board)		480.00	537.33
Credit Card Charge	12/16/2024		Udemy Inc	Angela training	US Bank CC	✓ 3.160 - Training (staff/board)		27.08	564.41
Credit Card Charge	12/17/2024		Pyor Learning	trainings	US Bank CC	✓ 3.160 - Training (staff/board)		323.30	887.71
Transfer	12/20/2024			Funds Transfer	US Bank CC	✓ Checking - 1987		-1,955.51	-1,067.80
Credit Card Charge	12/26/2024		Adobe *Creative Cloud		US Bank CC	✓ Software		32.50	-1,035.30
Credit Card Charge	01/02/2025		Prairie Moon Nursery	city hall seed	US Bank CC	✓ 3.485 - Facilities & Maintenance		1,327.00	291.70
Credit Card Charge	01/02/2025		Ramsey County League of Local Governments	2025 ROLLG membership	US Bank CC	✓ 3.170 - Misc. & mileage		300.00	591.70
Credit Card Charge	01/02/2025		Google*SV/CAPPS_VLAWM		US Bank CC	✓ WEB		42.00	633.70
Credit Card Charge	01/03/2025		VHEDC	2025 partner for good cohort	US Bank CC	✓ 3.330 - Community Blue Education Grant		100.00	733.70
Credit Card Charge	01/03/2025		hologram	account refill	US Bank CC	✓ 3.210 - Lake & Creek lab analysis		30.00	763.70
Credit Card Charge	01/31/2025		Survey Monkey	2025 renewal	US Bank CC	✓ 3.320 - Marketing		468.00	1,231.70
								1,231.70	1,231.70

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VI. B. New Board Member Oath of Office

OFFICIAL OATH OF OFFICE

State of Minnesota,
County of Ramsey
Vadnais Lake Area Water Management
Organization

I, _____(your name) DO SOLEMNLY SWEAR (OR AFFIRM), to support the Constitution and the Laws of the United States, and of the State of Minnesota, and the and Policies of the Vadnais Lake Area Water Management Organization and to discharge faithfully the duties devolving upon me as director of the Vadnais Lake Area Water Management Organization to the best of my judgment and ability.

_____ Chair _____ Date

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

To: Board of Directors

From: Phil Belfiori, Administrator

Date: February 19, 2025

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

Legal Publication

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

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To: Board of Directors
From: Phil Belfiori, Administrator
Date: February 19, 2025
Re: **V. B.** Board Consideration of 2025 VLAWMO regular Board meeting dates

The following dates are offered for the regular VLAWMO Board meeting in 2025. They follow the pattern established in previous years:

February 26

April 23

June 25

August 27

October 22

December 10

Staff Recommendation: approval.

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To: VLAWMO Board of Directors

From: Brian Corcoran and Phil Belfiori

Date: February 14, 2025

Re: Consent Agenda item V. C. Consider 2025 Public Drainage Ditch Inspection Report

VLAWMO staff has prepared the attached 2025 Public Drainage System Inspection Report for consideration by the VLAWMO Board. This document is a product of the approved June 22, 2022 Public Drainage Management Policy.

The 2025 Public Drainage System Inspection Report is prepared in accordance to the March 31, 2023 Public Drainage Inspection Protocol. This report provides the VLAWMO Board of Directors with a summary of potential drainage system maintenance projects and will be used to plan for the upcoming year's potential maintenance activities.

Please find attached the 2025 Public Drainage System Inspection Report.

Recommendation

Staff recommends approval of the 2025 Public Drainage System Inspection Report

Requested Motion

Director _____ Moves and Director _____ seconds approval of the 2025 Public Drainage System Inspection Report

Attached:

- 2025 Public Drainage System Inspection Report - https://www.vlawmo.org/index.php/download_file/5102/

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To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 19, 2025

Re: **V. D.:** Consider Contracts, letter agreements, and MOU for 2025- (6 total)

VLAWMO staff have worked with consultants for ongoing program/project work and maintenance. Work with these consultants in previous years has been successful and achieved the stated goals and results for their work with VLAWMO.

The TEC approved these contracts/letter agreements and recommended them to the Board at their meeting on December 11, 2024. In addition, the TEC recommended the continued partnership between VLAWMO and NOHOA for the third year of Deep Lake shoreline restoration. This partnership is in the approved budget for 2025. VLAWMO received the signed MOU from NOHOA for this partnership. That is included in the requested action for this item.

Attachments are included with this agenda item with a request to approve the batch of ongoing contracts for:

Contract/Letter Agreement	Total Amount in 2025
Ramsey County Soil and Water Conservation Division- Lake Surveys	\$9,425-\$12,195
Natural Shore Technologies - Restoration and Project Site Maintenance	\$14,500 (Partner support anticipated to include \$800 BL shoreline w/ WBL, \$1,000 IESF w/ WBL, \$3,000 invasive yellow iris removal w/ NOHOA). VLAWMO total = \$9,700
Natural Shore Technologies – Wilkinson deep-water wetland site enhancement	\$3,685 (Partner support w/ NOC for \$1,842.50). VLAWMO total = \$1,842.50
Sandstrom Land Management - Biochar Filter Maintenance	\$2,100 + \$75 per hour if additional work is requested by VLAWMO
Carp Solutions - Invasive Common Carp Removal	\$46,467 (consistent with Pleasant subwatershed budget- within combined Carp Mgnt. And nutrient reduction project sub-budgets)
Deep Lake (wetland focused for VLAWMO) shoreline restoration in partnership with NOHOA	50% up to \$15,000 total in VLAWMO support

Requested Action: VLAWMO staff request Board approval of the batch of contracts provided in the packet with dollar amounts summarized in the table above with: RCSWCD, NST, Sandstrom Land Management, Carp Solutions, and the NOHOA partnership on the Deep Lake shoreline.

Attachments:

1. Quote from RCSWCD - https://www.vlawmo.org/index.php/download_file/5103/
2. Letter agreement from NST for multiple sites - https://www.vlawmo.org/index.php/download_file/5105/
3. Letter agreement from NST for Wilkinson deep-water wetland - https://www.vlawmo.org/index.php/download_file/5106/
4. Letter agreement from Sandstrom Land Management - https://www.vlawmo.org/index.php/download_file/5107/
5. Minor services agreement with Carp Solutions - https://www.vlawmo.org/index.php/download_file/50_8/
6. NOHOA signed MOU with VLAWMO for Deep Lake - https://www.vlawmo.org/index.php/download_file/5108/

To: VLAWMO Board of Directors

From: Brian Corcoran and Phil Belfiori

Date: February 14, 2025

Re: Consent Agenda Item V. E. Consider HEI Scope of Work for Update on VLAWMO Regulatory Policy Document

VLAWMO has hired Houston Engineering to assist with redrafting/update the VLAWMO Water Management Policy in conjunction with its 2027-2037 Water Management Plan update and to provide simplicity and clear alignment between VLAWMO goals and the Policy.

Scope Task Summary:

Task 1: Scoping

- Complete scoping meetings (2) with VLAWMO staff (virtual)
- Prepare a comparison of the existing policy with draft WMP for alignment
- Prepare a comparison of the existing policy with MS4 requirements, FEMA NFIP, and WCA and identify minimum requirements for policy
- Prepare an outline for the redrafted policy

Task 2: Draft policy

- Prepare a draft policy based on feedback from VLAWMO staff on the outline and comparison documents
- Receive feedback from VLAWMO staff and edit draft policy

Task 3: Partner feedback and final policy

- Attend a meeting with VLAWMO municipal partners
- Receive feedback from VLAWMO based on municipal partner comments and revise policy
- Prepare a final policy

Cost for the Water Management Policy Update not to exceed \$13,600. This cost has been budgeted under the VLAWMO 2027-2037 Water Management Plan update.

Please find attached the Scope of Services VLAWMO Water Management Policy Update.

Recommendation

Staff recommends approval of the Scope of Services VLAWMO Water Management Policy Update not to exceed \$13,600.

Requested Motion

Director _____ Moves and Director _____ seconds approval of the Scope of Services VLAWMO Water Management Policy Update not to exceed \$13,600

Attached:

- HEI Scope of Services VLAWMO Water Management Policy Update

SCOPE OF SERVICES



Task Order No. 2025-01
Vadnais Lakes Area WMO



VLAWMO Water Management Policy Update

Houston Engineering Inc. (HEI) Project No.: R007057-0025

Task Order Purpose:

The project purpose is to assist VLAWMO with redrafting its Water Management Policy (policy). We understand that VLAWMO seeks this policy update in conjunction with its water management plan (WMP) update and to provide simplicity and clear alignment between VLAWMO goals and the policy.

Professional Services Rendered:

The following is a summary of the tasks to be completed by HEI. (Note: additional tasks may be added to this scope upon request).

Task 1: Scoping

- Complete scoping meetings (2) with VLAWMO staff (virtual)
- Prepare a comparison of the existing policy with draft WMP for alignment
- Prepare a comparison of the existing policy with MS4 requirements, FEMA NFIP, and WCA and identify minimum requirements for policy
- Prepare an outline for the redrafted policy

Task 2: Draft policy

- Prepare a draft policy based on feedback from VLAWMO staff on the outline and comparison documents
- Receive feedback from VLAWMO staff and edit draft policy

Task 3: Partner feedback and final policy

- Attend a meeting with VLAWMO municipal partners
- Receive feedback from VLAWMO based on municipal partner comments and revise policy
- Prepare a final policy

Deliverables:

The deliverables for the Task Order consist primarily of:

SCOPE OF SERVICES



**Task Order No. 2025-01
Vadnais Lakes Area WMO**



VLAWMO Water Management Policy Update

- Draft Water Management Policy
- Meeting with VLAWMO and municipal partner staff
- Final Water Management Policy

Schedule and Compensation:

We estimate a cost of **\$13,600** for services described within this task order. HEI shall not exceed this amount for the completion of this work without prior authorization from VLAWMO. HEI will prepare a draft policy by April 2025 for review by VLAWMO staff.

Assumptions:

The estimated compensation for the execution of the tasks identified within the “Professional Services Rendered” section of this Task Order is based upon the following assumptions:

1. One initial set of mark-ups of draft policy from VLAWMO staff.
2. One set of mark-ups from VLAWMO based municipal comments.

SIGNATURES:

The services described by this Task Order are being provided in accordance with the Professional Services Agreement between the Vadnais Lakes Area Water Management Organization and Houston Engineering dated January 7, 2025. This Task Order shall be effective **January 1, 2025** as authorized by the signatures of representatives of the Vadnais Lakes Area Water Management Organization and Houston Engineering, Inc.

VLAWMO

By: Phil Belfiori
Name: Phil Belfiori
Title: Administrator
Date: 2/12/25

Houston Engineering, Inc.

By: _____
Name: Chris Otterness
Title: Principal/ Client Manager
Date: January 6, 2025

TASK DESCRIPTION	Quality Control/PIC	Project Manager	Policy Drafting	Total	
				Hours	Dollars
2025 Rates:					
	Rachel \$230	Chris O \$248	Katie \$156		
VLAWMO Water Management Policy Update					
Task 1 - Scoping	2	29	38	69	13,580
Scoping Meetings (2)	2.0	8.0	16.0	26.0	\$4,940
Compare policy w/WMP	2	4.0	2	4	\$992
Compare policy w/MS4 and other state requirements		2.0	8.0	10	\$1,744
Prepare new policy outline			6.0	6	\$936
Internal QA review of policy outline		2.0		2	\$496
Task 2 - Draft Policy	0.0	10.0	16.0	26.0	\$4,976
Draft Policy		1.0	8.0	9	\$1,496
Prepare front end		1.0	2.0	3	\$560
Complete internal review		4.0		4	\$992
Receive feedback from VLAWMO/make edits		4.0	6.0	10	\$1,928
Task 3 - Partner Feedback and Final Policy	0.0	11.0	6.0	17.0	\$3,664
Attend a meeting with VLAWMO municipal partners		2.0		0	\$0
Receive feedback from VLAWMO/municipal partners		3.0		2	\$496
Prepare Final Policy		2.0	6.0	3	\$744
Presentation to VLAWMO Board		4.0		8	\$1,432
				4	\$992
				0	\$0
				0	\$0
				0	\$0
				Total Estimated Labor	\$13,580
				Total Estimated Expenses	
				Total Estimated Cost	\$13,580

To: VLAWMO Board of Directors

From: Dawn Tanner

Date: February 19, 2025

Re: **V. F.:** Consider Tamarack alum amendment 2 with Lake Restoration, Inc. for phase 2 alum

An amendment has been negotiated, reviewed by legal counsel, approved by project partners, and signed by LRI to continue with phase 2 of the alum treatment in Tamarack Lake during spring 2025. The cost for phase 2 is \$26,180, which is an increase of \$600, reflecting current market conditions and pricing received by LRI in January. The TEC recommended that the Board authorize and sign the Tamarack Lake contract amendment at its regular meeting on February 12, 2025.

Attachment:

- Tamarack Lake amendment for phase 2 alum signed by LRI

Requested action: VLAWMO staff request that the Board authorize and sign the Tamarack Lake contract amendment and authorize staff to return the fully executed amendment to Lake Restoration, Inc.

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

This First Amendment (“**Amendment**”) is made and entered into this ___ day of _____, 2025 by and between the Vadnais Lake Area Water Management Organization (“**VLAWMO**”) and Lake Restoration, Inc. (“**Contractor**”).

RECITALS

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

AMENDMENT

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

- 1. Phase 2 Application. The parties agree that the 2025 Rates shall apply to the phase 2 alum application to be performed by the Contractor on Tamarack Lake, and that the 2025 Rates replace the rates contained in Exhibit B of the Agreement for the purposes of the phase 2 application. VLAWMO agrees to pay the Contractor based on the 2025 Rates for the phase 2 application.
- 2. Good Faith Negotiations. The parties agree to negotiate in good faith to agree upon amendments for the remaining phases of the project, the timing of which is contingent upon monitoring data and the project engineer’s recommendation.
- 3. No Other Amendments. This Amendment, which includes the recitals and the exhibit, is limited to updating the unit price amounts for phase 2 and negotiating in good faith regarding the rates for future phases. This Amendment does not modify any other provisions of the Agreement, all of which continue to remain in effect.

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

VLAWMO:

Contractor:

By: _____
Board Chair

By: Paul Webster
V.P. Sales and Marketing

By: _____
Administrator

Date: 01/28/2025

Date: _____

EXHIBIT A
2025 Rates

[attached hereto]

LAKE RESTORATION, INC.

YOUR LOCAL AQUATIC EXPERTS SINCE 1977



01/23/2025

Lake: Tamarack

County: Ramsey

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

Lake Restoration Unit Prices - 2025 Spring Alum Treatment For Tamarack Lake:

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
2.1	Mobilization/Demobilization to Tamarack Lake	EA	1	\$11,580	\$11,580
2.2	Aluminum Sulfate Application to Tamarack Lake	Pounds	20,000	\$0.73	\$14,600
Total Price					\$26,180

VLAWMO:

By: _____

Its: _____

Signed,

Contractor:

By: Paul Kretsch

Its: V.P. Sales & Marketing

Paul Kretsch

Signed,



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To: VLAWMO Board of Directors
From: Dawn Tanner
Date: February 19, 2025
Re: **V. G.:** Consider Wilkinson deep-water wetland monitoring report

VLAWMO received the summary memo of project monitoring for the deep-water wetland in 2024. The project is functioning and removing percentages of pollutants consistent with expectations and project design. Ongoing enhancement and native plant establishment, including native aquatic plants, are expected to continue to improve project function. Recommendations are included for VLAWMO to consider for possible future monitoring.

Attachment:

- Wilkinson Lake Water Quality Monitoring & Sampling Progress Summary Memo by HEI
- https://www.vlawmo.org/index.php/download_file/5104/

Requested action: VLAWMO staff request that the Board accept the Wilkinson Lake Water Quality Monitoring & Sampling Progress Summary Memo by HEI.

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To: VLAWMO Board of Directors
From: Dawn Tanner
Date: February 19, 2025
Re: **V. H.:** Consider memo on possible Wilkinson Lake area meander

VLAWMO, RCSWCD, and SEH have completed their partnership project to conduct feasibility for geotechnical and survey for a potential project to the north of the Wilkinson deep-water wetland. A final memo was received by VLAWMO in December and shared with RCSWCD. Future potential project steps are yet to be determined and will include NOC as the landowner and a primary potential project partner.

Attachment:

- Wilkinson Lake Field Investigations SEH memo - https://www.vlawmo.org/index.php/download_file/50/

Requested action: VLAWMO staff request that the Board to accept the Wilkinson Lake Field Investigations SEH memo.

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To: VLAWMO Board of Directors

From: Lauren Sampedro, Watershed Technician & Program Coordinator

Date: February 19, 2025

Re: **V. I.** Consider Landscape Level 2 2024-02 Elmwood Park Grant Agreement Amendment

At the April 24, 2024 Board of Directors Meeting, Landscape Level 2 (LL2) Grant 2024-02 for a curb cut raingarden project at Elmwood Park was approved for funding up to 90% at \$30,064.05. A grant agreement was fully executed for this amount between VLAWMO and the grantee; the City of Vadnais Heights. In September 2024, the contractor for the project encountered unexpected contamination while excavating the raingarden area. A revised proposal for the project was provided to remove the contamination and add fill to the removal area, which increased the total construction cost of the project from \$33,404.50 to \$38,315.65. The primary funding source for the construction is the 2023-2025 BWSR Watershed-Based Implementation Funding Grant, which must be spent by December 31, 2025. The additional materials and removal work are grant-eligible activities and funding is available to provide 90% of the revised cost, which is \$34,484.09. The raingarden is expected to be completed spring/summer of this year.

Staff Recommendation

Staff recommend approval of amending the grant agreement for LL2 2024-02 to increase the award amount to \$34,484.09.

Proposed Motion

It was moved by Director _____ and seconded by Director _____ to approve the Landscape Level 2 2024-02 grant agreement amendment.

Attachment

- Proposed LL2 2024-02 Grant Agreement Amendment - https://www.vlawmo.org/index.php/download_file/5100/

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To: VLAWMO Board of Directors

From: Brian Corcoran and Phil Belfiori

Date: February 14, 2025

Re: Consent Agenda item V. J. Consider WCA Replacement Plan for CR J Reconstruction Project

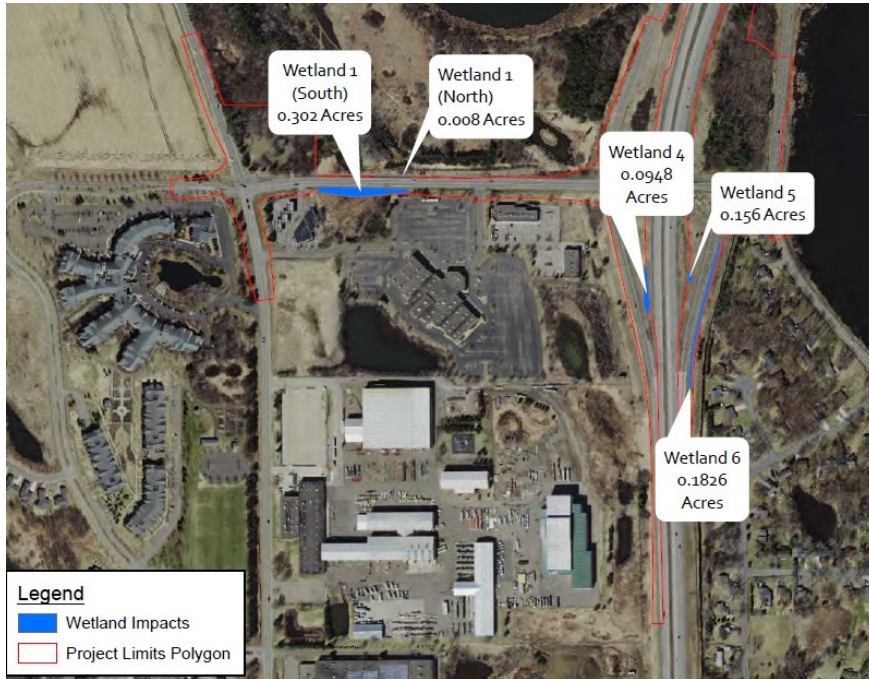
A wetland replacement permit application has been prepared to describe the proposed reconstruction of the Interstate 35E and County Road J (Ash Street) Interchange in Anoka and Ramsey Counties.

The proposed project includes the following features:

- Addition of I-35E entrance and exit ramps to the north of County Road J (Ash Street)
- A new County Road J (Ash Street) bridge over I-35E
- Reconstruction of an approximate 0.5-mile segment County Road J (Ash Street) as a two-lane divided roadway
- Reconstruction of the east ramp intersection as a five-leg roundabout that combines the east interchange ramps with the adjacent Otter Lake Road (Anoka CR 84/Ramsey CSAH60) intersection
- Reconstruction of the west ramp intersection as a five-leg roundabout that combines the west interchange ramps with 20th Avenue (Anoka CSAH 54)
- Reconstruction of an approximate 0.35-mile segment of Centerville Road (Anoka CSAH21) as a two-lane undivided roadway
- Reconstruction of the County Road J (Ash Street) and Centerville Road (Anoka CSAH21/Ramsey CSAH59) intersection as a four-leg roundabout
- A multi-use trail on the south side of County Road J (Ash Street) between Centerville Road (Anoka CSAH 21/Ramsey CSAH 59) and Otter Lake Road (Anoka CR 84/Ramsey CSAH 60), a multi-use trail on the west side of Centerville Road (Anoka CSAH 21) between County Road J (Ash Street) and North Ash Street (Anoka CSAH 32), along with ADA improvements and center median refuges at each roundabout

The Technical Evaluation Panel (TEP) met via Zoom on 12/17/2024 and 1/13/2025 with applicant to discuss the CTY RD J and I35E interchange replacement plan application for wetland impacts. There will be both Local Government Road Wetland Replacement Program (LGRWRP 0.205 acre) and Wetland Conservation Act (WCA 0.105 acre) impacts to Wetland 1. Of the total 0.31 impacts to Wetland 1, The VLAWMO Board of Directors is only responsible for consideration of the 0.105 acres of WCA impact. Sequencing has been met and TEP recommends approval of the 0.105 acre of WCA impact to Wetland 1 from construction of a pedestrian trail for road safety which is not covered under the LGRWRP. The TEP also attest that the 0.205 acre of road impact is regulated by WCA and meets eligibility requirements for replacement by the LGRWRP.

Impact & Project Limit Map:



- Wetland 1 is the only WCA regulated wetland. Wetlands 4, 5, & 6 are considered wet ditches and not regulated under WCA. Of the total impact of 0.310 acres on Wetland 1, 0.008 acres is in Anoka County and 0.302 acres is in Ramsey County. Of the 0.302 acres in Ramsey County, 0.105 acres are proposed to be replaced under WCA for the pedestrian trail.

Recommendation

TEP recommends approval of the WCA replacement plan for CR J reconstruction project for 0.105 acre of WCA wetland impact replaced via banking credits at 2:1. This approval will be contingent on applicant submitting documentation/confirmation of wetland bank purchase through an approved bank in the same major watershed and bank service area as the impact.

Requested Motion

Director _____ Moves and Director _____ seconds approval of the WCA replacement plan for CR J reconstruction project for 0.105 acre of WCA wetland impact replaced via banking credit at 2:1. This approval will be contingent on applicant submitting documentation/confirmation of wetland bank purchase through an approved bank in the same major watershed and bank service area as the impact.

Attached:

- Attachment 1: signed I35E CRJ Wetland Permit Application- https://www.vlawmo.org/index.php/download_file/5101/
- Attachment 2: Binder1 WCA_TEP Form _CR J and 35E interchange Replacement plan Ramsey County

Minnesota Wetland Conservation Act Technical Evaluation Panel Form

This form can be used to document TEP findings and recommendations related to WCA decisions, determinations, enforcement and pre-application reviews.

Local Government Unit: Vadnais Lake Area WMO	County: Ramsey
Landowner/Applicant: Joey Lundquist – Ramsey County	
Agent/Representative(s): S.E.H – Ashley Mack	
Project Name: CR J and 35E interchange	Project No. (if any): 1.2025
Project Location: White Bear Township	

Purpose of TEP Findings/Recommendation - check all that apply and describe

<input type="checkbox"/> Pre-application review <input checked="" type="checkbox"/> Application Review (related to WCA Decision) <input checked="" type="checkbox"/> Local Government Road Wetland Replacement Program Eligibility <input type="checkbox"/> WCA Determination Request <input type="checkbox"/> Other (specify): Describe:

Meeting Type – check all that apply and specify dates as applicable

<input type="checkbox"/> In-Person Meeting(s), Date(s): & 1/13/2025 Zoom mtgs	<input checked="" type="checkbox"/> Electronic Exchanges (email, skype, etc.) 12/17/2024
<input type="checkbox"/> Onsite Review(s), Date(s):	<input type="checkbox"/> Other (specify):

Findings and Recommendations

TEP met via Zoom on 12/17/2024 and 1/13/2025 with applicant to discuss CTY RD J and I35E interchange replacement plan application for wetland impacts. There will be both LGRWRP (0.205 acre) and WCA (0.105 acre) impacts to Wetland 1. Sequencing has been met and TEP recommends approval of the 0.105 acre of WCA impact to Wetland 1 from construction of a pedestrian trail for road safety which is not covered under the LGRWRP. TEP also attest that the 0.205 acre of road impact is regulated by WCA and meets eligibility requirements for replacement by the LGRWRP. Applicant will update December 2024 application and separate the WCA (0.105 acre) and LGRWRP (0.205 acre) impacts.
--

<input checked="" type="checkbox"/> Attachment(s) (specify): 12/17/2024 & 1/13/2025 TEP comment summary to applicant and 1/6/2025 applicant response to 12/17/2024 TEP comment summary
--

DNR Protected Waters and Shoreland Protection Zone

Will the project/activity affect DNR public waters, DNR public waters wetlands or wetlands within the shoreland protection zone? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, DNR representative is a member of the TEP.
--

Signatures

<input checked="" type="checkbox"/> LGU TEP Member: Brian Corcoran	Agree with Findings & Recommendations: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signature: <i>Brian Corcoran</i>	Date: 1/21/2025
<input checked="" type="checkbox"/> SWCD TEP Member: Alexis Lipstein	Agree with Findings & Recommendations: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signature: <i>Alexis Lipstein</i>	Date: 1/21/2025

<input checked="" type="checkbox"/> BWSR TEP Member: Ben Meyer	Agree with Findings & Recommendations: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signature: <i>Benjamin L Meyer</i>	Date: 1/21/2025
<input type="checkbox"/> DNR TEP Member:	Agree with Findings & Recommendations: <input type="checkbox"/> Yes <input type="checkbox"/> No
Signature:	Date:

TO: Josephine Lundquist
FROM: Brian Corcoran Vadnais Lake Area WMO (VLAWMO)
DATE: December 17, 2024
SUBJECT: I35E CTY J Interchange Wetland Permit Application (December 2024) TEP Comments

Josephine,

The Technical Evaluation Panel (TEP) reviewed the I35E CTY J Interchange Wetland Permit Application dated December 2024. Wetland impacts are proposed for Wetland 1 in the amount of 0.310 acres. Applicant is proposing using the LGRWRP for wetland replacement.

TEP Comments:

- Crash stats in the application are for all 6 intersections within the overall project area. Could you provide specific current road conditions and deficiencies in the area of Wetland 1 and how the project will rectify them in the area of Wetland 1?
- What is the safety need to impact Wetland 1?
- Plans in the application show a 10ft trail on both the north and south sides of Wetland 1 outside of the proposed 6ft shoulder/blvd. The LGRWRP cannot be used for trail impacts.
- Provide a plan of the proposed road reconstruction at Wetland 1 identifying wetland boundary, plans in the application are confusing with trail jumping back and forth from north and south side of CTY J from I35E to Centerville.

If you have questions please contact Brian Corcoran 651-204-6075.

Thank you,

Brian Corcoran

Brian Corcoran

Cc: Ashley Mack – S.E.H



Brian Corcoran <brian.corcoran@vlawmo.org>

TEP Comments I35E CTY J Interchange Wetland Permit Application (December 2024)

2 messages

Brian Corcoran <brian.corcoran@vlawmo.org>

Tue, Dec 17, 2024 at 4:11 PM

To: Josephine.Lundquist@co.ramsey.mn.us, Ashley Mack <amack@sehinc.com>

Cc: "Meyer, Ben (BWSR)" <Ben.Meyer@state.mn.us>, "Lipstein, Alexis A" <alexis.lipstein@co.ramsey.mn.us>, Becky Wozney <becky.wozney@anokaswcd.org>, "Scollan, Daniel (DNR)" <daniel.scollan@state.mn.us>

Josephine & Ashley,

Attached you will find the TEP comments for the I35E CTY J Interchange Wetland Permit Application (December 2024) received 12/10/24,

Let me know if you have any questions.

Thank you,

Brian

--



BRIAN CORCORAN

Water Resources Manager

651.204.6075 | www.vlawmo.org

800 E County Rd E Vadnais Heights, MN 55127

Vadnais Lake Area Water Management Organization

www.twitter.com/VLAWMO



TEP Comments I35E CTY J Interchange Wetland Permit Application (December 2024).pdf

129K

Ashley Mack <amack@sehinc.com>

Mon, Jan 6, 2025 at 1:08 PM

To: Brian Corcoran <brian.corcoran@vlawmo.org>

Cc: "becky.wozney@anokaswcd.org" <becky.wozney@anokaswcd.org>, "Lipstein, Alexis A"

<alexis.lipstein@co.ramsey.mn.us>, "Scollan, Daniel (DNR)" <daniel.scollan@state.mn.us>, Jim Hall <jhall@sehinc.com>, Kyle Fitterer <kfitterer@sehinc.com>, "Josephine.Lundquist@co.ramsey.mn.us" <Josephine.Lundquist@co.ramsey.mn.us>, Ben Meyer <ben.meyer@state.mn.us>

Hello Brian and TEP,

Please see the attached exhibit for further clarification on the trail location and wetland impacts. The trail runs along the south side of CTY J. There is only a small section of trail on the north side, directly around the roundabout. No wetland impacts are required for this small northern section.

- Crash statistics were not evaluated separately for the area immediately adjacent to wetland 1, however number of safety deficiencies are being addressed in this area:
 - The roundabouts throughout the corridor are a safety improvement over the current intersection design. The existing road width would not provide the proper connection between roundabouts.

- The current lane and shoulder widths of CTY J in the vicinity of wetland 1 are not adequate to accommodate all users, including pedestrians and bicyclists. The existing rural design with power poles within the clear zone represents a hazard to west bound vehicles as well. The proposed widening in the area of Wetland 1 will provide 6' shoulders, curb and gutter to improve stormwater management and provide a barrier for traffic, and a trail on the south side to separate non-motorized users from vehicular traffic. This will reduce the likelihood of runoff incidents and non-motorized and motorized traffic conflicts.
- Impact to wetland 1 is necessitated by required roadway widening to provide lane widths, shoulders, and trails to improve safety and mobility for all users. As shown on the attached exhibit, the majority of wetland impacts are due to road improvements, not trail impacts. Removing the trail from the design would not eliminate wetland impacts but would negatively affect road safety. The (proposed) trail allows safe non-motorized access throughout the entire corridor, including across I-35E. Removing the trail near wetland 1 would force pedestrians and cyclists onto the roadway for a section which is a safety issue.
- A trail has not been included along the north side of CTY J to reduce impacts. A conservation easement is also present in this area, which restricts widening primarily to the south side of the road. Slopes in this area have additionally been steepened to 1:3 or 1:2 where possible to minimize impacts.
- Use of LGRWRP is requested for all impacts due to these factors. The trail causes a minority of the impacts but provides a critical safety function for the road improvements.

Please let me know if you have any additional questions or would like to schedule a call to discuss anything further.

Thank you,

Ashley Mack, CMWP
Scientist
Short Elliott Hendrickson Inc. (SEH®)
612.428.1965 direct | 320.330.9681 mobile
Building a Better World for All of Us®
100% Employee Owned

From: Brian Corcoran <brian.corcoran@vlawmo.org>

Sent: Tuesday, December 17, 2024 4:11 PM

To: Josephine.Lundquist@co.ramsey.mn.us <Josephine.Lundquist@co.ramsey.mn.us>; Ashley Mack <amack@sehinc.com>

Cc: Meyer, Ben (BWSR) <Ben.Meyer@state.mn.us>; Lipstein, Alexis A <alexis.lipstein@co.ramsey.mn.us>; Becky Wozney <becky.wozney@anokaswcd.org>; Scollan, Daniel (DNR) <daniel.scollan@state.mn.us>

Subject: TEP Comments I35E CTY J Interchange Wetland Permit Application (December 2024)

[Quoted text hidden]



CRJ Wetland Impacts Exhibit.pdf

537K

TO: Josephine Lundquist

FROM: Brian Corcoran Vadnais Lake Area WMO (VLAWMO)

DATE: January 13, 2025

SUBJECT: I35E CTY J Interchange Wetland Permit Application (December 2024) TEP Comments to Applicant response from 1/6/2025.

Josephine,

Below you will find a summary of the TEP comments from today's (1/13/2025) meeting on separating the wetland impacts to Wetland 1 into both the LGRWRP (road impacts) and WCA (trail impacts).

TEP Comments:

- LGRWRP can only be used for wetland impacts from road improvements, cannot be used for wetland impacts due to trail per statute.
- Trail impacts have to go through the WCA replacement process and decision for the WCA (trail) impacts need to go to the VLAWMO Board.
- Replacement plan application will be needed by beginning of February 2025 in order to notice and be ready for the February 2025 VLAWMO Board meeting packet.
- TEP can sign off on the LGRWRP credits prior to VLAWMO Board meeting for WCA replacement plan decision.

If you have questions please contact Brian Corcoran 651-204-6075.

Thank you,

Brian Corcoran

Brian Corcoran

Cc: Ashley Mack – S.E.H

To: VLAWMO Board of Directors

From: Lauren Sampedro, Watershed Technician & Program Coordinator

Date: February 19, 2025

Re: **V.K.** Consider 2024-2025 RCSWCD Professional Services Agreement Amendment

VLAWMO entered into a two-year professional services agreement for 2024-2025 with the Ramsey County Soil and Water Conservation Division (RCSWCD) to provide design assistance, construction oversight, and pollutant reduction modeling services, among other services, to support the successful installation of partnership projects through VLAWMO's grant programs, which was executed on December 18, 2023. Additional project opportunities have come up since the agreement was signed that require more funding to be allocated to RCSWCD's services under the original agreement. Staff are proposing to amend the agreement to increase the funding for RCSWCD's services to \$40,000 to cover the rest of 2025.

Staff Recommendation

Staff recommend approval of the proposed amendment to the RCSWCD 2024-2025 professional services agreement.

Proposed Motion

It was moved by Director _____ and seconded by Director _____ to approve the amendment to the 2024-2025 professional services agreement between VLAWMO and RCSWCD.

Attachment

- Proposed 2024-2025 RCSWCD Professional Services Agreement Amendment

**Amendment to 2024-2025 Professional Services Agreement
between
Ramsey County
and
Vadnais Lake Area Water Management Organization**

A. PARTIES

This ~~is an Amendment Agreement~~ is entered into by and between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation department – Soil & Water Conservation division (SWCD), 2015 Van Dyke Street, Maplewood, MN 55109, and Vadnais Lake Area Water Management Organization (VLAWMO), 800 Co. Road E East, Vadnais Heights, MN 55127, parties to the 2024-2025 Professional Services Agreement executed December 18, 2023.

B. PURPOSE

- 1. VLAWMO has requested assistance from the SWCD to implement the policies specified in Minnesota Statutes § § 103A.206 and 103D.201.
- 2. The SWCD is authorized to enter agreements to provide such assistance pursuant to Minnesota Statutes §§ 103C.331, subs. 3, 7, and 103D.335, subd. 21.

C. TERM OF AGREEMENT

The term of this agreement shall be from ~~January 1, 2024~~ March 1, 2025 to December 31, 2025 unless extended or terminated as provided herein.

D. SCOPE OF SERVICES

The SWCD will perform all services and furnish and deliver work products as requested by VLAWMO. Generally, these services include: BMP design, site visits, GIS services, pollutant reduction modeling, and other services as requested by VLAWMO.

E. COST

In full consideration for services under this agreement, the SWCD shall charge the VLAWMO for the services on a time and material basis. This agreement is not to exceed a total of ~~\$20,000~~ \$40,000 without an amendment approved by the VLAWMO and SWCD.

F. PAYMENTS

The SWCD shall invoice the VLAWMO. Payment is due in full to the SWCD within 35 days after the next scheduled meeting of the VLAWMO Board based on the fee of \$80 per hour for all SWCD staff. Project expenses will be billed as they are accrued. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the SWCD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

H. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the SWCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the Act), or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The SWCD agrees to abide by these statutes, rules and regulations and as they may be amended.

I. AUDITS, REPORTS, AND MONITORING PROCEDURES

The SWCD will:

1. Maintain records that reflect all revenues, cost incurred, and services provided in the performance of the Agreement.
2. Agree that the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the SWCD which are relevant to the contract.

J. INDEMNITY

The SWCD and VLAWMO mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the SWCD or VLAWMO may enjoy under law.

K. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the SWCD as the agent, representative, or employee of VLAWMO for any purpose or in any manner whatsoever.

The SWCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The SWCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. All personnel of the SWCD or other person, while engaged in the performance of any work or services required by the SWCD under this Agreement, shall have no contractual relationship with the VLAWMO and shall not be considered employees of the VLAWMO.

L. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the SWCD and the VLAWMO shall not require written approval.

M. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph L. above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

N. TERMINATION

Either the SWCD or the VLAWMO may terminate this Agreement with or without cause by giving the other party sixty (60) days written notice prior to the effective date of such termination. If either party terminates the agreement, the VLAWMO shall pay the SWCD for services performed by the SWCD up to the date of the termination.

O. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the VLAWMO and SWCD used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the VLAWMO and SWCD. The VLAWMO and SWCD shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

P. NON-ASSIGNMENT OF SERVICES

The SWCD shall not assign this Agreement or any obligations hereunder without written approval of the VLAWMO.

**AMENDMENT TO THE 2024-2025 SERVICE AGREEMENT
BETWEEN
RAMSEY COUNTY
RAMSEY COUNTY PARKS & RECREATION DEPARTMENT
SOIL & WATER CONSERVATION DIVISION
AND VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION**

IN TESTIMONY WHEREOF the parties have duly executed this **amendment agreement** by their duly authorized officers.

APPROVED:

VLAWMO

RAMSEY COUNTY

BY: _____
Board Chair Date

BY: _____
County Manager Date

BY: _____
Administrator Date

BY: _____
Parks & Recreation Director Date

Approved as to form:

Approved as to form:

BY: _____
Attorney Date

BY: _____
Assistant County Attorney Date

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To: VLAWMO Board of Directors

From: Brian Corcoran and Phil Belfiori

Date: February 14, 2025

Re: Consent Agenda Item V. L. Consider Ramsey County MOU Regarding Cost Share on Koehler Road Gully Repair

VLAWMO's 2024 drainage inspection report identified a large gully from stormwater runoff at Koehler Rd and CD14 within the Ramsey County right of way. Staff brought this to the attention of the County and offered a \$10,000 cost share contribution to the County.

The County put together reconstruction plans for this site and finished the project fall of 2024. The County is now requesting the \$10,000 cost share. Project cost as reported by the County staff was \$94,188. Staff recommends that the Board sign the Cooperative Agreement with Ramsey County and authorize staff to pay the County the \$10,000 towards the project within 30 days of receipt of the County signed Cooperative Agreement.

Please find attached the Ramsey County Cooperative Agreement with the Vadnais Lake Area WMO for Drainage Reconstruction along Koehler Road.

Recommendation

Staff recommends approval of the Ramsey County Cooperative Agreement with Ramsey County as Drainage Reconstruction along Koehler Road.

Requested Motion

Director _____ Moves and Director _____ seconds approval of the Ramsey County Cooperative Agreement with the Vadnais Lake Area WMO for Drainage Reconstruction along Koehler Road and authorize staff to pay the County the contribution to the County within 30 days of receipt of the County signed Cooperative Agreement.

Attached:

- Ramsey County Cooperative Agreement with the Vadnais Lake Area WMO for Drainage Reconstruction along Koehler Road

**RAMSEY COUNTY COOPERATIVE AGREEMENT WITH THE
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION FOR
Drainage Reconstruction along Koehler Road (County State Aid Highway 14)
1325 feet East of McMenemy Street (County State Aid Highway 57)
Project Number P6035**

Total Project Cost: \$94,188.68

Vadnais Lake Area Water Management Organization (VLAWMO) Cost: \$10,000

Attachments:

A – Cost Participation

This Agreement is between the Vadnais Lake Area Water Management Organization (“VLAWMO”), a joint powers water management organization (the local water authority), and Ramsey County, a political subdivision of the State of Minnesota, (“County”) for the drainage reconstruction along Koehler Road (County State Aid Highway 14) 1325 feet East of McMenemy Street (County State Aid Highway 57) (Project Number P6035 Drainage) (“Project”).

RECITALS

1. The Project is identified in Ramsey County’s 2023 – 2024 Transportation Improvement Program.
2. Koehler Road, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 14.
3. The Project has been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds.
4. The subject road segment is located within the City of Vadnais Heights.
5. VLAWMO is providing grant funds to the Project, but is not responsible for any aspect of designing, constructing, or maintaining the Project.

AGREEMENTS

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Responsibility for Design Engineering
 - 1.1. Plans, specifications, and proposals for the Project will be prepared in accordance with Mn/DOT State Aid requirements.

- 1.2. The County will prepare plans, specifications, and proposals for the Project, which will include, among other things, the proposed reconstruction, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm sewer, stormwater treatment and infiltration basins, pedestrian curb ramps, turf establishment, signing, pavement marking, and utility replacement and adjustments.
- 1.3. Plans for the Project showing proposed construction will be presented to the City and VLAWMO and will be on file at Ramsey County Public Works Department.
- 1.4. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions are subject to approval by the County.
2. Responsibility for the Right of Way Plan and Acquisition
 - 2.1. The County will prepare a right of way acquisition plan showing easements and other property interests required for construction of the Project in accordance with Mn/DOT State Aid standards.
 - 2.2. The County will acquire the proposed easements and right of way in accordance with Mn/DOT State Aid requirements.
 - 2.3. County owned surplus or excess properties will be deeded to the City. The City will administer the sale of the properties.
3. Procurement and Award of Contract
 - 3.1. The County will take bids in accordance with state law and County procedures.
 - 3.2. The County will prepare an abstract of bids and a cost participation summary based on the lowest responsible bidder's proposal.
 - 3.3. The County will award a contract to the lowest responsible bidder.
 - 3.4. The County will award a contract and pay the contractor from the County State Aid Highway and VLAWMO funds identified for the Project.
4. Responsibility for Construction Engineering
 - 4.1. The County shall perform or contract the performance of the construction engineering for all elements of the Project.
5. Project Costs
 - 5.1. Except as provided herein, the County and VLAWMO will participate in the costs of construction in accordance with the Ramsey County Cost Participation Policy

and approved in the 2023 – 2024 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.

- 5.2. A list of the construction pay items and costs is attached as Exhibit A. (Cost Participation Based on Engineer's Estimate). Quantities and unit prices in Exhibit A are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed.
- 5.3. Design Engineering Costs
 - 5.3.1. The County shall pay the full design engineering fee.
- 5.4. Construction Engineering Costs
 - 5.4.1. VLAWMO shall pay the County a construction engineering fee of \$10,000 as identified in Exhibit A. This payment constitutes the entire contribution by VLAWMO toward the Project.
 - 5.4.2. Construction engineering and administration fees shall be calculated based on the final contract quantities and unit prices.
6. Payment Schedule
 - 6.1. Design engineering will be invoiced at the time of contract award.
 - 6.2. The County will invoice VLAWMO for construction costs incurred on a monthly basis or as determined by the payment schedule for the contractor.
 - 6.3. Construction engineering will be invoiced at the time of substantial project completion, as determined by the County.
 - 6.4. Payment will be made within 30 days of receipt of an invoice.
7. Ownership and Maintenance Responsibility for Project Elements
 - 7.1. Ownership and Maintenance Responsibility of the Roadway
 - 7.1.1. The County will own and maintain the roadway and associated roadway element's location within the County Right of Way, except as detailed below.
 - 7.2. Ownership and Maintenance Responsibility of the Storm Sewer (*catch basins and leads, mains, reaches, infiltration systems, ponding, water treatment*)
 - 7.2.1. The County shall own the following components of the storm sewer system:

- i. Catch basins.
- ii. Catch basin leads.
- iii. Cross-culverts
- iv. Surface drains located within the County Road right-of-way.
- v. BMP(s)

7.2.2. The County shall maintain the components of the storm sewer system under their respective ownership.

7.2.3. VLAWMO did not review or approve the final plans before the Project was constructed. The County understands and agrees VLAWMO is not in any way responsible for the ongoing physical performance of the Project and is not responsible for performing or paying for any repairs, changes, or alterations to the Project or the improvements installed as part of the Project.

7.3. Ownership and Maintenance of the Sanitary Sewer will be by the County

7.4. Ownership and Maintenance of the Trees and Landscaping will be by the County

8. The County shall indemnify, defend, and hold VLAWMO harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which VLAWMO, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the County, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the County's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the parties of any statutory or common law immunities, limits, or exceptions on liability.
9. Nothing in this Agreement creates or establishes a partnership, joint venture, joint enterprise, or creates an agency relationship between the parties. The County is solely responsible for constructing the Project as well as the means and manner of completing the work. No officer, employee, or agent of the County or of the contractor shall be considered an agent, representative, or employee of VLAWMO.
10. This Agreement shall terminate upon VLAWMO's payment in full of the grant funds specified herein. The indemnification obligation and the provisions making it clear that VLAWMO is not responsible for the ongoing operation or maintenance of the Project shall survive termination.

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EXHIBIT A

PARTICIPATION COSTS			
TOTAL COST	VLAWMO Cost	Ramsey County Cost	
\$ 94,188.68	\$ 10,000.00	\$ 84,188.68	

Vadnais Lake Area Water Management Organization (VLAWMO)

By: _____
Chairperson

Date: _____

By: _____
Administrator

Date: _____

RAMSEY COUNTY, MINNESOTA

County Manager

Date: _____

Approval recommended:

Brian Isaacson, Director
Public Works Department

Approved as to form:

Assistant County Attorney

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To: VLAWMO Board of Directors

From: Lauren Sampedro, Watershed Technician & Program Coordinator

Date: February 19, 2025

Re: **V. M.** Consider VLAWMO Letter of Support for LCCMR City of Vadnais Heights Grant Application

Introduction

The Legislative-Citizen Commission on Minnesota Resources (LCCMR) released its 2026 Environment and Natural Resources Trust Fund (ENRTF) Request for Proposals (RFP) on January 8, 2025. VLAWMO is seeking Board approval of a letter of support to submit with a City of Vadnais Heights LCCMR ENRTF grant application proposal.

Background

The LCCMR ENRTF is a State funding source available for a variety of projects that address LCCMR's priorities and overall protect, conserve, preserve, and enhance Minnesota's air, water, land, fish, wildlife, and other natural resources. \$103 million is available for projects that begin in July 1, 2026. Selected proposals will be recommended to the Legislature for funding consideration. Proposals are due to the LCCMR by March 19, 2025.

The City of Vadnais Heights is completing a LCCMR grant application proposal for possible funding to help with the construction of the selected project from the completed East Vadnais Lake Subwatershed Resiliency Study, which is a potential water quantity reduction, water quality improvement, and recreation project in the undeveloped area behind the Vadnais Heights City Hall. The LCCMR funding source could potentially allow the project to move forward in 2027. VLAWMO staff are assisting the City with writing the ENRTF proposal for the project. Staff are requesting Board approval of a letter of support that highlights to the LCCMR that VLAWMO is a partner on the City's proposed project. The letter of support would be an attachment on the City's proposal submitted to the LCCMR.

Staff Recommendation

VLAWMO staff recommend the Board of Directors approve the attached letter of support for the City of Vadnais Heights' LCCMR ENRTF proposal.

Proposed Motion

It was moved by Director _____ and seconded by Director _____ to approve the letter of support for the City of Vadnais Heights' LCCMR ENRTF proposal, with any non-material changes.

Attachments

1. Letter of Support



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

February 26, 2025

Legislative-Citizen Commission on Minnesota Resources
 2026 ENRTF Request for Proposal
 Centennial Office Building, 1st Floor
 658 Cedar Street
 St. Paul, MN 55155

Re: VLAWMO Letter of Support

Dear LCCMR Members,

The Vadnais Lake Area Watershed Management Organization (VLAWMO) is submitting this letter in support of the City of Vadnais Heights' proposal to LCCMR's 2026 ENRTF Request for Proposal.

VLAWMO and the City of Vadnais Heights have developed a strong partnership in implementing water quality improvement projects in concert with City park renovation and capital projects over the last several years. To expand on this partnership, VLAWMO, the City of Vadnais Heights, Ramsey County, and Saint Paul Regional Water Services recently collaborated on a resiliency study for a 280-acre drainage area within the East Vadnais Lake subwatershed, which identified nine potential project locations that would reduce water quantity issues and improve and protect water resources. Protecting water resources in the East Vadnais Lake drainage area is a high priority for VLAWMO and partners as water drains directly to East Vadnais Lake, which is the primary drinking water reservoir that serves 450,000 people in St. Paul and thirteen other communities.

Funding from the ENRTF would allow for the City of Vadnais Heights and its partners to construct a priority capital project recommended from the resiliency study that would provide multiple benefits for the community including water quality improvement to East Vadnais Lake, water quantity reduction, and nature-based recreation and education opportunities. Preliminary pollutant loading estimates indicate the proposed project could reduce about 11,000 pounds of total suspended solids and 39 pounds of total phosphorus annually.

VLAWMO is committing to assisting the City and partners with the construction of the project by providing a cash match in addition to providing staff time if this proposal is selected for funding. We support the efforts of the City of Vadnais Heights as they seek funding sources to accelerate the implementation of a capital project that will significantly improve water quality and protect an important drinking water source. Thank you for considering the City's proposal.

Sincerely,

Jim Lindner
 VLAWMO Board Chair

To: VLAWMO Board of Directors

From: Brian Corcoran and Phil Belfiori

Date: February 14, 2025

Re: Consent Agenda Item V. N. Consider Letter of Support for LCCMR White Bear Township Grant Application

VLAWMO staff has prepared the attached Letter of Support for the LCCMR White Bear Township Grant Application for consideration by the VLAWMO Board.

This letter of support is for a LCCMR grant application for possible funding to help with the construction of the Polar Lakes Park water reuse project. VLAWMO and White Bear Township partnered on a feasibility study in 2024 on a possible surface water reuse project for irrigation in Polar Lakes Park in White Bear Township. This project will reduce the amount of groundwater used to irrigate the ball fields at the park.

Please find attached the Letter of Support for LCCMR White Bear Township Grant Application.

Recommendation

Staff recommends approval of the Letter of Support for LCCMR White Bear Township Grant Application with non-material changes.

Requested Motion

Director _____ Moves and Director _____ seconds approval of the Letter of Support for LCCMR White Bear Township Grant Application with non-material changes.

Attached:

- Letter of Support for LCCMR White Bear Township Grant Application



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

February 26, 2025

Legislative-Citizen Commission on Minnesota Resources
 2026 ENRTF Request for Proposal
 Centennial Office Building, 1st Floor
 658 Cedar Street
 St. Paul, MN 55155

Re: VLAWMO Letter of Support

Dear LCCMR Members,

The Vadnais Lake Area Watershed Management Organization (VLAWMO) is submitting this letter in support of White Bear Townships' proposal to LCCMR's 2026 ENRTF Request for Proposal.

VLAWMO and White Bear Township (Township) have identified groundwater conservation and water quality treatment as important goals for local communities. VLAWMO and the Township recently partnered on a water reuse feasibility study in 2024 to determine the extent to which a constructed wetland basin could be used instead of the current potable water system which relies on groundwater as the supply source for the irrigation of athletic fields in Polar Lakes Park. These fields currently use between 2-6 million gallons of groundwater a year for irrigation. The Park is within one to two miles of White Bear Lake and is one of the largest publicly held potable water users located this close to White Bear Lake. The Park is also located within the Minnesota Department of Natural Resources (MnDNR) North and East Metro Groundwater Management Area. The Polar Lake Park water reuse project will use innovative practices and strategies to demonstrate success of this critical groundwater conservation technique to achieve local conservation goals in the area of White Bear Lake and the Northeast Metro Groundwater Management Area.

Additionally, surface water flows through Polar Lakes Park ultimately drain to Wilkinson Lake via a private ditch. Wilkinson Lake is impaired for nutrients and a TMDL was completed in 2013. It is estimated this reuse project would help achieve the waste load allocation and reduce total phosphorus concentrations to Wilkinson Lake, especially during the growing season, by specifically targeting water volume control and reduction of primarily dissolved phosphorus loading to the downstream impaired lake.

Funding from the LCCMR would allow for White Bear Township and its partners to design and construct this water reuse project for irrigation at Polar Lakes Park. Required local match for the LCCMR grant would be shared between the VLAWMO and the Township. VLAWMO is committing to assisting the Township with the design and construction of the project by providing a 50% of the required local cash match in addition to providing staff time if this proposal is selected for funding.

We support the efforts of White Bear Township as they seek funding sources to accelerate the implementation of a water reuse project at Polar Lakes Park. Thank you for considering the Township's proposal.

Sincerely,

Jim Lindner
 VLAWMO Board Chair

To: VLAWMO Board of Directors
From: Dawn Tanner
Date: February 19, 2025
Re: **V. O:** Consider carp removal program annual report from 2024

VLAWMO received the year-end report from Carp Solutions. 2024 was a successful year of carp removals, and spring preparation work is underway at this time.

Linked Attachment:

- 2024 Pleasant Lake System Carp Management Report:
https://www.vlawmo.org/index.php/download_file/5095/

Requested action: VLAWMO staff request that the Board accept the 2024 Pleasant Lake System Carp Management Report.

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To: Board of Directors

From: Phil Belfiori, Administrator

Date: February 19, 2025

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

1. **Election of officers.** 2024 Slate: Chair: Jim Lindner; Vice Chair: Vacant; Secretary Treasurer: Katherine Doll Kanne. Please consider how you might best serve. Officers preside over the meeting (Chair, Vice Chair, Sec-Tres.) and become check signers through US Bank. Other duties: the Chair may speak for VLAWMO in public situations, Review draft board meeting agenda, and the Sec- Treasurer is a member of the Finance committee.
2. **VLAWMO Subcommittee Assignment.** Finance, Policy & Personnel Subcommittee may meet 2-4 times per year. They make recommendations for Board action as far as budget, new policies or policy updates, major projects /programs and/or personnel matters. They also assist with human resources questions and direction as needed. The three Board members that served on the subcommittee in 2024 were Jim Lindner, Katherine Doll Kanne and Ed Prudhon.

Technical Commission (TEC) Chair and Officers. VLAWMO process requires appointment of the TEC Chair by the Board. For 2025, TEC has recommended Nick Ousky commissioner from City of Vadnais Heights as its Chair. Other Officers appointed by the TEC at their January 2025 meeting include Gloria Tessier as Vice Chair, Terry Huntrods as Treasurer, and Susan Miller as Board Liaison.

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To: VLAWMO Board of Directors

From: Dawn Tanner and Phil Belfiori

Date: February 19, 2025

Re: **VI. B. 1.:** Consider CPL Grant Agreement, MOU with City of WBL, and Contract for Rotary Park Project. Resolution 01-2025

Following approval by the VLAWMO Board to submit a Conservation Partners Legacy (CPL) grant proposal for Rotary Nature Preserve Wetland, using the completed NST Rotary Nature Preserve Wetland - Plant Community Assessment and Management Recommendations, and submission of the grant proposal in partnership with the City of White Bear Lake, VLAWMO staff were notified that the proposal was selected for funding in December 2024. VLAWMO staff notified the TEC that the project was selected for funding at their meeting in January 2025. VLAWMO Staff and the City of WBL continued working together to prepare materials and accept the grant contract with MN DNR. The grant contract has been emailed to Administrator Belfiori and Board Chair Lindner and is ready for signature.

An MOU between VLAWMO and the City of WBL has been drafted to specify party responsibilities related to this: 4-year grant effort, following 1-year project work, and 10-year initial maintenance partnership. That MOU has been approved by the WBL City Council and signed by the City of WBL. VLAWMO has requested quotes, according to policy, and worked with legal counsel to draft a resolution to fully approve the grant and a successful quote. If full approval is completed, work may commence yet during the current winter, beginning with treatment of invasive species.

At the regular meeting on February 12, 2025, the TEC recommended that the Board to authorize and sign the grant contract with the MN DNR/CPL program for the Rotary Nature Preserve Wetland Restoration in partnership with the City of WBL, and authorize signing the MOU and returning the fully executed MOU to the City of WBL.

Requested Board action:

VLAWMO staff request that the Board consider:

1. Approval of the Minnesota DNR Conservation Partners Legacy (CPL) grant agreement contract for Rotary Park Wetland Restoration and Authorize the Board chair and Administrator to sign the grant agreement;
2. Approval of the MOU with the City of White Bear Lake and authorize the Board chair and Administrator to sign the MOU;
3. Approval of Resolution 01-2025 to allow staff and the Board Chair to complete the project contract with the selected contractor.

Attachments:

1. Rotary wetland restoration PowerPoint
2. MN DNR CPL grant agreement contract
3. MN DNR/CPL grant workplan
https://www.vlawmo.org/index.php/download_file/5094/
4. NST Rotary Nature Preserve Wetland - Plant Community Assessment and
a. Management Recommendations
https://www.vlawmo.org/index.php/download_file/4804/
5. MOU with the City of WBL Restoration of the Rotary Nature Preserve Wetland
6. Resolution 01-2025

VI. B. 1.

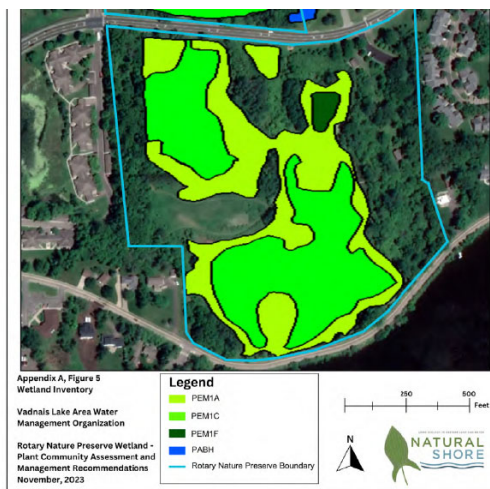
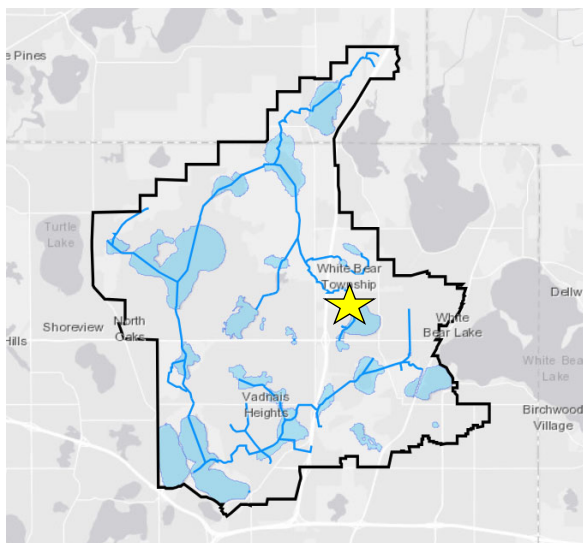
Consideration of:

- 1. Minnesota DNR Conservation Partners Legacy (CPL) grant agreement contract for Rotary Park Restoration;**
- 2. Rotary Park project MOU with City of White Bear Lake;**
- 3. Authorize staff and Chair to approve quote/contract with selected contractor for Rotary Park restoration project**

**February 26, 2025
VLAWMO Board Meeting**



Background: Rotary Nature Preserve location



Rotary Nature Preserve - Plant Community Assessment and Management Recommendations
Natural Shore Technologies
November 26, 2023

Background: Rotary Nature Preserve wetland restoration

- NST Rotary Nature Preserve Wetland - Plant Community Assessment and Management Recommendations (study) completed in 2023
- VLAWMO Board approved submission of a CPL grant proposal in August, based on activities and sequencing identified in study
- Grant proposal submitted in partnership with the City of White Bear Lake
- VLAWMO and City staff were notified that the proposal was selected for funding in December 2024

Background: CPL grant and project

- Grant funding is \$110,250
- Cash match from the City and VLAWMO is \$9,750 (to be shared equally between VLAWMO and the City)
- \$2,500 in-kind contribution by VLAWMO
- Over 4 years of the 5-year project
- 5th year will be budgeted and shared equally between VLAWMO and the City

Background: Preparation to accept grant

- VLAWMO staff notified the TEC that the project was selected for funding at their meeting in January 2025
- VLAWMO Staff and the City of WBL continued working together to prepare materials and grant contract with MN DNR
- Grant contract has been emailed to Administrator Belfiori and Board Chair Lindner and is ready for signature

Background: Preparation to accept grant/MOU

- MOU between VLAWMO and the City of WBL
 - 4-year grant effort
 - following 1-year project work
 - 10-year initial maintenance partnership
- MOU has been approved by the WBL City Council and signed by the City of WBL

Background: Quotes

- VLAWMO requested quotes and worked with legal counsel to draft a resolution to fully approve the grant and a successful quote
- If full approval is completed, work may commence yet during the current winter, beginning with treatment of invasive species.

Background: TEC recommendation

- At the regular meeting on February 12, 2025:
- TEC recommended that the Board to authorize and sign the grant contract with the MN DNR/CPL program for the Rotary Nature Preserve Wetland Restoration in partnership with the City of WBL
- Recommended authorize signing the MOU and returning the fully executed MOU to the City of WBL

Attachments

- MN DNR/CPL grant agreement contract with attached workplan
- NST Rotary Nature Preserve Wetland - Plant Community Assessment and Management Recommendations
- MOU with the City of WBL Restoration of the Rotary Nature Preserve Wetland
- Resolution 01-2025

Resolution 01-2025

NOW, THEREFORE, BE IT RESOLVED, by the VLAWMO Board of Directors as follows:

1. The Administrator, in consultation with the Chairperson, is authorized and directed to select a contractor to perform the work on the Restoration Project. The Administrator is hereby delegated the authority to select a contractor that the Administrator determines will be in the best interests of VLAWMO and is most likely to help VLAWMO achieve the planned outcomes for the project.
2. The Chairperson and Administrator are authorized and directed to enter into an agreement with the selected contractor for the Restoration Project once it is in a form approved by the VLAWMO Attorney. The agreement shall include a provision indicating it is subject to a do not exceed amount of \$122,500, unless additional work is approved by the VLAWMO Board of Directors.
3. The Chairperson and Administrator are authorized to take such additional actions and to execute such additional documents as may be needed to carry out the intent of this Resolution and to accomplish the Restoration Project.

VLAWMO staff request that the Board consider:

1. Approval of the Minnesota DNR Conservation Partners Legacy (CPL) grant agreement contract for Rotary Park Wetland Restoration and Authorize the Board chair and Administrator to sign the grant agreement;
2. Approval of the MOU with the City of White Bear Lake and authorize the Board chair and Administrator to sign the MOU;
3. Approval of Resolution 01-2025 to allow staff and the Board Chair to complete the project contract with the selected contractor.

State Accounting Information PO Number: 3000268728

**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET**

**Vadnais Lake Area Water Management Organization/ Rotary Nature Preserve
Wetland Restoration**

State Accounting information:

SWIFT Contract Doc. Type: GRK **SWIFT Contract #:** 262769
SWIFT Contract Line # (Annual Plans): _____ **SWIFT Purchase Order #:** 3000268728

Agency: R2901	Submitted By: David Stein	Origin: A24	Vendor #: 0000209380_1	Category Code: 84101501
Total Amount of Contract for ALL years:	\$110,250		Total Amount of Contract: \$ 110,250	For FY: 25
Total Amount of Contract:	For FY:	Total Amount of Contract: \$		For FY:

Contract Start Date: Upon Execution **Speedchart Name:** _____
Contract Expiration Date: June 30, 2028 **Speedchart Number:** _____

Grantee Name and Address: Vadnais Lake Area Water Management Organization
800 East County Road E
Vadnais Heights, MN 55127

Did you remember to:

- Check for debarred vendor? Yes No
 Check for annual plan limit? Yes No
 Work on state lands? Yes No

PO Reference: DS-FY25 CPL Rotary Nature Preserve Wetland Restoration

Description: FY2025 CPL Round 1; Vadnais Lake Area Water Management Organization, Rotary Nature Preserve Wetland Restoration. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	25	\$110,250	2300	R2936725	R296K79	441502		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

State Accounting Information PO Number: _____

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT

Vadnais Lake Area Water Management Organization/ Rotary Nature Preserve
Wetland Restoration

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Vadnais Lake Area Water Management Organization, 800 East County Road E, Vadnais Heights, MN 55127 ("Grantee").

Recitals

1. Under [Minnesota Laws 2024, Regular Session, Chapter 106, Article 1, Section 2, Subd. 5\(z\)](#), and [Minnesota Statute § 84.026](#) the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2028**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.5. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2024, Regular Session, Chapter 106, Article 1, Section 2, Subd. 5(z), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2025 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located [Here](#).
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to

MN Laws.

- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.
- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to **\$110,250** for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.** *Hereinafter known as R&M Plan.*
- (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration

and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed 1% of the total awarded grant amount; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$110,250.

6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2028**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and

satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

- 6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

State Accounting Information PO Number: _____

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

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

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

David Stein
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5375
david.stein@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
------------------------	-----------------------

State Accounting Information PO Number: _____

Dawn Tanner	Dawn Tanner
Program Development Coordinator	Program Development Coordinator
800 East County Road E	800 East County Road E
Vadnais Heights, MN 55127	Vadnais Heights, MN 55127
	dawn.tanner@vlawmo.org
612-859-2925	612-859-2925

If the Grantee’s Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State’s right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State’s failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee’s project, as described in the FY2025 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker’s Compensation.** The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the

end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such

State Accounting Information PO Number: _____

claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

- 15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

- 16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18 Accessibility and Safety

- 18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.
- 18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located [Here](#).
as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 (a) **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.1 (a) **Termination by The Commissioner of Administration.** The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

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

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (and other applicable laws, Grantees must disclose actual, potential, perceived, and

organizational conflicts of interest.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. *S 16A.15 and 16C.05.*

By: Sacia Matheson Signed by: Sacia Matheson B6A89D08BEC244A6...

Date: January 28, 2025

Purchase Order Number:
3000268728

Contract #: 262769

^{DS}
DS

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Name: Phil Belfiori

Title: Administrator

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: Kelly Straka

Title: Director, Division of Fish and Wildlife

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**Memorandum of Understanding Between the City of
White Bear Lake and the Vadnais Lake Area Water Management
Organization Regarding Restoration of the Rotary Nature Preserve Wetland**

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

RECITALS

- A. The City and VLAWMO have partnered successfully on three sequential, prior phases of restoration at the Rotary Nature Preserve (“**Rotary Park**”), including upland and buffer areas, most recently including formal partnership into 2025.
- B. The City and VLAWMO partnered to complete a 5-year (2025-2029) Rotary Park wetland vegetation management plan and budget sheet, which is attached hereto as Exhibit A, (“**Study**”) for the restoration of 21 acres of wetland in Rotary Park (“**Project**”) with the contractor (“**Contractor**”) selected to conduct the Project.
- C. The City Council considered the Study at its March 28, 2023 meeting and agreed to move forward with the Study and Project (Resolution No. 13171).
- D. The completed Study was presented to the VLAWMO Board at its February 21, 2024 regular meeting, and submission of the grant proposal to complete the work described in the Study was authorized by the VLAWMO Board at its August 28, 2024 regular Board meeting:

Director Rafferty moved and Director Riedesel seconded authorization of VLAWMO and the City of WBL to submit a grant proposal to CPL for restoration of wetlands in Rotary Park, consistent with the prioritization study and budget prepared by NST, to begin in 2025.
- E. VLAWMO, in partnership with the City, submitted a Conservation Partners Legacy (CPL) grant (“**Grant**”) proposal with the Minnesota Department of Natural Resources that requested funding to complete four years of the phased activities described in the Study.
- F. The Grant provides \$110,250 in grant funding and requires an in-kind/cash match from the City and VLAWMO of \$12,250 (\$9,750 cash match to be shared equally between VLAWMO and the City and \$2,500 in-kind contribution by VLAWMO).
- G. The City and VLAWMO were notified in December 2024 that the Grant proposal was selected for funding and are in the process of taking the steps necessary to accept the Grant (as of January 2025).
- H. The City and VLAWMO included funding for the cash match portion of the Grant in the current 2025 budgets and commit to including funding for the remaining years identified in the Grant agreement through and including the 2028 annual budget.
- I. The City and VLAWMO also commit to including funding in their respective budgets and working together in good faith to develop an agreement, at a later date, for year five (2029) work as defined in the approved Study.

- J. Annual maintenance for the Project, estimated at \$4,000-\$8,000 in the Study, would begin in year six (2030).
- K. Both parties wish to clearly define their respective roles in implementing the activities described in the Grant workplan.

AGREEMENT

In consideration of the mutual promises made herein, the parties agree as follows:

1. City Responsibilities. City agrees to do each of the following:
 - a. Collaborate to provide input to VLAWMO for Project management and oversight.
 - b. Attend meetings and participate in discussions related to Project planning.
 - c. Approves the activities in the Grant workplan to be conducted on Rotary Park.
 - d. Provide land access to VLAWMO and the Contractor to conduct the Project as set out below.
 - e. Provide Project outreach and education including but not limited to erecting signage.
 - f. Reimburse VLAWMO for 50% of cash match (\$9,750 total cash match; 50% = \$4,875).
 - g. Work together in good faith to develop an agreement, at a later date, for year five (2029) work as defined in approved Study.
 - h. Work together in good faith to develop an agreement, at a later date, for the initial 10 years of maintenance (2030-2039) of the Project, as defined in approved Study. Partners plan to share maintenance costs 50/50, with an anticipated amount not-to-exceed \$8,000 per year, unless an increase is mutually agreed upon by both partners to accommodate specific needs identified by the contractor conducting maintenance at the site.
 - i. Contract for the initial 10 years of maintenance (2030-2039) of the Project.
 - j. Prepare and provide an invoice annually for reimbursement to VLAWMO for 50% of the maintenance costs.

2. VLAWMO Responsibilities. VLAWMO agrees to do each of the following:
 - a. Project management and oversight of Grant workplan activities.
 - b. Enter into a contract/letter agreements for each of the four years of the Grant (2025-2028) with the Contractor to complete the Project and pay for services included in the contract.
 - c. Complete grant administration and reporting.
 - d. Attend meetings and participate in discussion related to Project planning.
 - e. Assist the City with Project outreach and education.
 - f. Conduct, document, and submit documentation to CPL for the in-kind match of \$2,500.
 - g. Prepare and provide an invoice for reimbursement to the City for 50% of cash match (\$9,750 total cash match; 50% = \$4,875).
 - h. Work together in good faith to develop an agreement, at a later date, for the year five (2029) work as defined in approved Study.
 - i. Work together in good faith to develop an agreement, at a later date, for the initial 10


years of maintenance (2030-2039) of the Project, as defined in approved Study. Partners plan to share maintenance costs 50/50, with an anticipated amount not-to-exceed \$8,000 per year, unless an increase is mutually agreed upon by both partners to accommodate specific needs identified by the contractor conducting maintenance at the site.

3. License for Access. The City hereby grants VLAWMO, the Contractor, and their respective employees and agents a license to access Rotary Park at all reasonable times and as may reasonably be needed to undertake and complete the work on the restoration project as described in the Grant workplan and in the Study.
4. Term. This MOU is effective on the date of the last party to execute it. This MOU shall terminate upon completion and successful close-out of the Grant.
5. Legal Compliance. Each party is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out their respective obligations under this MOU.
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.

City of White Bear Lake

**Vadnais Lake Area Watershed
Management Organization**



Mayor

Chairperson



City Manager

Administrator

Date: Feb 13, 2025

Date: _____

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION
Resolution No. 01-2025

**RESOLUTION AUTHORIZING THE SELECTION OF A CONTRACTOR
AND ENTERING INTO AN AGREEMENT FOR THE ROTARY
NATURE PRESERVE WETLAND RESTORATION PROJECT**

WHEREAS, the Vadnais Lake Area Water Management Organization (“VLAWMO”) entered into a Memorandum of Understanding (“MOU”) with the City of White Bear Lake to work cooperatively on a multi-phase project to improve the Rotary Nature Preserve, including the upland and buffer areas of the property (“Rotary Project”);

WHEREAS, to help facilitate wetland restoration as part of the Rotary Project, VLAWMO developed a work plan for the Rotary Nature Preserve Wetland Restoration Project (“Restoration Project”), sought, and received a Conservation Partners Legacy Grant from the Minnesota Department of Natural Resources in the amount of \$110,250;

WHEREAS, the total cost for the Restoration Project is \$122,500, which means the required match amount is \$12,250;

WHEREAS, VLAWMO is seeking at least two written quotes from contractors for the Restoration Project, but were not able to secure and review them prior to the Board of Directors meeting;

WHEREAS, the Restoration Project includes work that must be conducted on the ice and so if it is not completed in the near future the work will need to wait until the next winter season, which will delay completion of the project;

WHEREAS, the nature of the work to complete the Restoration Project will require continual review, evaluation, and adjustments to achieve the desired wetland restoration and so VLAWMO will need to select a contractor it determines it can best work with to determine needs, next steps, issue work orders, and evaluate outcomes as needed to accomplish the goals of the project;

WHEREAS, the Board of Directors determines that it is in the best interests of VLAWMO to authorize the selection of a contractor and to execute a contract with the contractor so the Restoration Project can be completed in a timely fashion.

NOW, THEREFORE, BE IT RESOLVED, by the VLAWMO Board of Directors as follows:

1. The Administrator, in consultation with the Chairperson, is authorized and directed to select a contractor to perform the work on the Restoration Project. The Administrator is hereby delegated the authority to select a contractor that the Administrator determines will be in the best interests of VLAWMO and is most likely to help VLAWMO achieve the planned outcomes for the project.

2. The Chairperson and Administrator are authorized and directed to enter into an agreement with the selected contractor for the Restoration Project once it is in a form approved by the VLAWMO Attorney. The agreement shall include a provision indicating it is subject to a do not exceed amount of \$122,500, unless additional work is approved by the VLAWMO Board of Directors.

3. The Chairperson and Administrator are authorized to take such additional actions and to execute such additional documents as may be needed to carry out the intent of this Resolution and to accomplish the Restoration Project.

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

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

Adopted this ___ day of February 2025.

BY THE VLAWMO BOARD

Chairperson

Attest: _____
Secretary-Treasurer

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To: VLAWMO Board of Directors
From: Phil Belfiori, Dawn Tanner, and Rachel Olm
Date: February 19, 2025
Re: **VI. B. 2.:** Update on WMP process and review draft WMP sections 1 and 2

VLAWMO staff and HEI continue work on the WMP, sections 1-4. Sections 1 and 2 have been updated following input received as part of the TEC+ meeting in November and written comments received. Updated sections 1 and 2 are included in the packet and a request is requested to bring these sections to the Board at the regular meeting in February.

Linked Attachments:

- WMP update PowerPoint
- Section 1 draft of the WMP: https://www.vlawmo.org/index.php/download_file/5092/
- Section 2 draft of the WMP: https://www.vlawmo.org/index.php/download_file/5093/

Requested action: Staff request that the Board review sections 1 and 2 of the draft WMP that are in the status of advanced draft.

Proposed Motion:

Director _____ moves and Director _____ seconds to approve the draft of Sections 1 and 2 of the Watershed Management Plan and include these documents (with necessary revisions) into the next version of the draft Plan

VI. B. 2.

Watershed Management Plan:

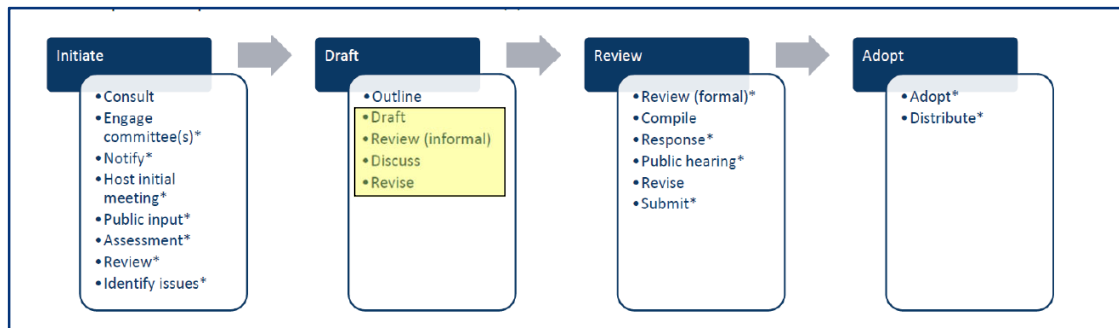
Consideration of Draft Plan Sections: draft Introduction & Land and Water Resources

February 26, 2025
VLAWMO Board Meeting



Background: Ongoing draft process with HEI, TEC, TEC+

- TEC is official review committee for priority issues and Plan in general
 - TEC + formed to receive feedback on sections of the plan as they are drafted
 - Help create a supported and technically robust plan as it gets developed, rather than waiting until Formal Review
- Since November, **Draft** process with HEI/TEC+ meetings ongoing



Background: TEC+ meeting in November

- Sections 1 and 2 reviewed in November, comments received/incorporated or explained, revised drafts approved by TEC at February meeting, and now provided to Board at TEC's recommendation
 - Section 1: Introduction, includes overview, watershed maps, administration, organizational structure, successes from previous Plan iterations, and a space for a summary of engagement process (to be added later)
 - Section 2: Land and Water resources includes historical information, land use, geology, surface water descriptions, invasive aquatic species, impairments, groundwater/drinking water, endangered species, climate status/trends, demographics

Section 1: Introduction

- Purpose: Initial orientation to the watershed and VLAWMO
- Progress: Reviewed, comments received from local and State review authorities, and revised by HEI with input from VLAWMO Staff

VLAWMO Watershed Management Plan: Introduction

1. INTRODUCTION

The Vadnais Lake Area Watershed Management Organization (VLAWMO) covers 24.2 sq miles of northern Ramsey County and a small portion of Anoka County in the Twin Cities metropolitan area in Minnesota. VLAWMO encompasses the City of North Oaks, and portions of Gem Lake, Lino Lakes, Vadnais Heights, White Bear Lake, and White Bear Township. The watershed is bordered by the Rice Creek Watershed District to the north and the Ramsey/Washington Metro Watershed District to the south. While VLAWMO is predominately urban, the watershed is known for numerous green and natural spaces, including over a thousand wetlands and 15 lakes (Figure 1-1).

THE MISSION OF VLAWMO IS TO PROTECT AND ENHANCE THE WATER AND NATURAL RESOURCES IN THE WATERSHED THROUGH WATER QUALITY MONITORING, EDUCATION AND OUTREACH, WETLAND PROTECTION, AND WATER-QUALITY ENHANCEMENT PROJECTS AND PROGRAMS.

VLAWMO was formed in 1983 to protect the Vadnais Lake watershed area. To achieve its mission of protecting and enhancing water resources in the watershed, VLAWMO has developed this Watershed Management Plan (Plan). This is the fifth Plan which builds on the foundation of goals and achievements of the previous plans, while seeking to meet the issues and goals of the next decade. This Plan was created to be useful for VLAWMO, its agency and local government partners, and its citizens to provide a guiding vision for management of water and natural resources in the watershed from 2022-2035.

DRAFT for TEC+ Review

Figure 1-1. VLAWMO watershed overview.

Section 1 - Highlights

VLAWMO mission and location

VLAWMO Watershed Management Plan: Introduction

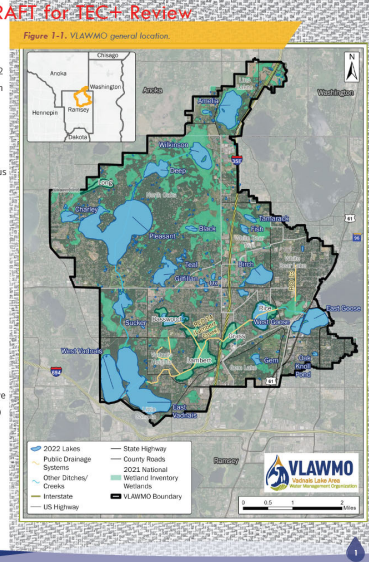
DRAFT for TEC+ Review

1. INTRODUCTION

The Vadnaia Lake Area Watershed Management Organization (VLAWMO) covers 24.2 sq miles of northern Ramsey County and a small portion of Anoka County in the Twin Cities metropolitan area in Minnesota. VLAWMO encompasses the City of North Oaks, and portions of Gem Lake, Lino Lakes, Vadnaia Heights, White Bear Lake, and White Bear Township. The watershed is bordered by the Rice Creek Watershed District to the north and the Ramsey Washington Metro Watershed District to the south. While VLAWMO is predominately urban, the watershed is known for numerous green and natural spaces, including over a thousand wetlands and 15 lakes (Figure 1-1).

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VLAWMO Watershed Management Plan

Section 1 - Highlights

VLAWMO Administration / Organization

VLAWMO Watershed Management Plan: Introduction

1.1 VLAWMO

In 1982, the Minnesota Legislature passed the Minnesota Watershed Management Act, Minnesota Statutes, Chapter 60A.

1. protect, preserve, and retention system
2. minimize public water quality problem
3. identify and plan for and groundwater quality
4. establish more unit and groundwater management
5. prevent erosion of
6. promote groundwater
7. protect and enhance facilities; and
8. secure the other surface and groundwater



VLAWMO Watershed Management Plan

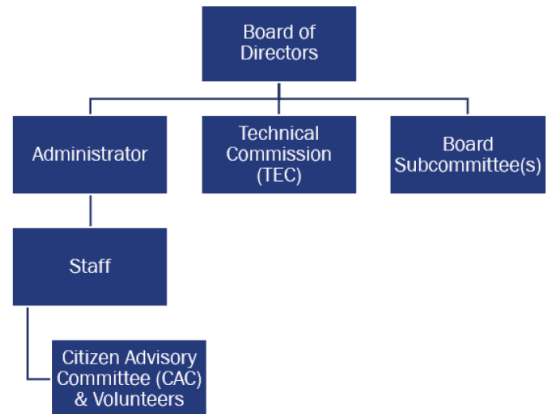


Figure 1-2. VLAWMO Organizational Chart.

Section 1 - Highlights

Subwatersheds



VLAWMO Watershed Management

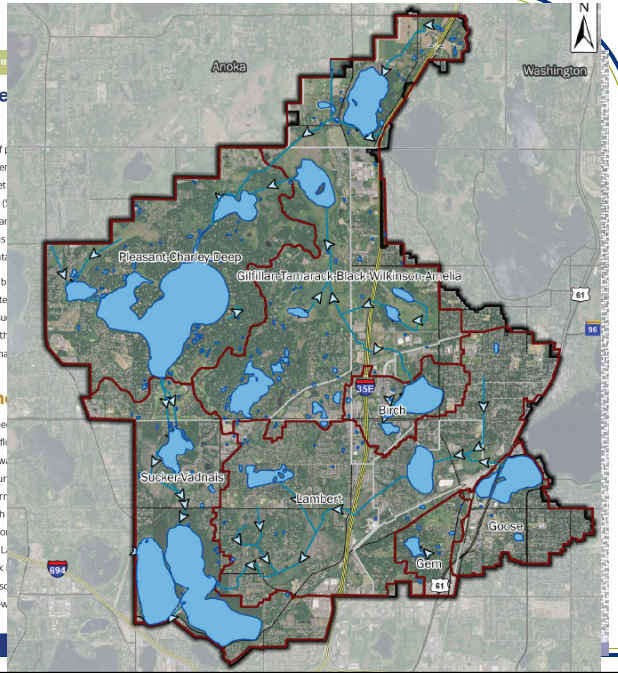
1.3 Looking Ahead 10 Years

This Plan builds upon the success of the previous plan and sets a guiding vision for managing the watershed from 2027-2036. To meet current conditions in the watershed (Section 2), this Plan describes the issues and goals that are currently being addressed (Section 3), and identifies the actions and projects that are needed to move the watershed towards goals (Section 4 - Implementation).

The prominence of issues may shift based on changing conditions in a given area of the watershed (e.g., wetlands, lakes) or magnitude of issues. In this Plan, subwatersheds are referenced throughout and potential projects to a finer management focus.

1.3.1 Subwatersheds

There are seven smaller subwatersheds within the VLAWMO watershed (see Figure 2-1). Most of the water in VLAWMO flows into the self-contained Gem Lake subwatershed. There has been no detectable surface or subsurface flow between the East Vadnais Lakes. The southeastern portion of the watershed, drains into ditches which flow into Vadnais Lake. Water drains south along the Mississippi River. Water drains south along Amelia, Deep, Pleasant, and Sucker Lakes (Birch, Gillilan, Black, and Tamarack) and into Deep Lake. Subwatershed-watershed boundaries are shown in Figure 2-1.



VLAWMO Watershed Management Plan

Section 2: Land and Water Resources

- Purpose:
 - Orient reader to VLAWMO resources and conditions
 - Meet 8410 requirements
- Progress: Reviewed, comments received from local and State review authorities, and revised by HEI with input from VLAWMO Staff

VLAWMO Watershed Management Plan: Land and Water Resources

DRAFT for TEC+ Review



2. LAND AND WATER RESOURCES

The Vadnais Lake Watershed Management Organization (VLAWMO) watershed covers 26.2 square miles of northern Hennepin County and a small portion of Anoka County in the Twin Cities metropolitan area. It encompasses the City of North Oaks and part of Gem Lake, Lino Lakes, Vadnais Heights, White Bear Lake, and White Bear Township. The watershed is a subsection of the larger Mississippi River - Twin Cities Watershed which covers the entire Twin Cities metropolitan area. This larger watershed is further split into smaller watershed units for management purposes. There are fifteen watershed districts and management organizations with jurisdiction in the Mississippi River - Twin Cities Watershed, including VLAWMO.

suburban, and industrial development continues today. In the late 1800s, wetlands were drained to accommodate farming and suburbanization, which eventually grew into a blend of residential, commercial, and industrial development. Today, VLAWMO is estimated to be home to close to 30,000 people (US Census, 2021; see Section 2.6).

Now in present day, over half of the watershed is developed, however, nearly 30% of the watershed remains as forested land or wetlands. This is a fairly large percentage for its location in the Twin Cities metropolitan area, compared to neighboring watersheds. A breakdown of watershed land uses is shown in Figure 2-1 and Table 2-1.

VLAWMO is an urban watershed with abundant lakes, streams, parks, and natural spaces, providing ecological, recreational, and cultural benefits to its residents and visitors. This section of the Plan aims to summarize these valuable resources and their current conditions, so that future efforts can be focused on effectively managing the watershed's resources into the future. More detailed information than what is included here is used in watershed planning and project development. This summary is intended to provide background, guidance, and reference information.

The land in VLAWMO is nearly fully developed or used as parks and open space. Most of the undeveloped land is either protected or not suitable for development. Current and future land use changes are primarily through redevelopment or retrofit projects. VLAWMO partners are required to develop local ordinances that are in compliance with VLAWMO's Water Management Policy (Appendix).

2.1 Past and Present

VLAWMO's landscape today looks much different than it did prior to European settlement. Historically, the land was predominantly covered by maple basswood forests that was interspersed with wetlands. The first inhabitants of the region were Native Americans that lived near the Mississippi River. Early settlers established Fort Snelling in the early 1800s to support the fur trade, and the development of St. Paul and surrounding areas followed. The location along the river allowed settlers to arrive in the new territory via steamboats, and later railroad. Many people settled outside the city to farm the land in what is now the suburbs and VLAWMO. Over time, and with the development of infrastructure, the area became more and more developed with homes and businesses replacing farmland. The watershed

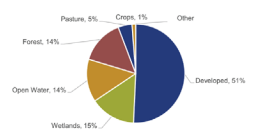


Figure 2-1: Land use breakdown in VLAWMO (2018, 2021)

VLAWMO Watershed Management Plan

Section 2 - Highlights

Land use in VLAWMO



VLAWMO Watershed Management Plan: Land and Water Resources

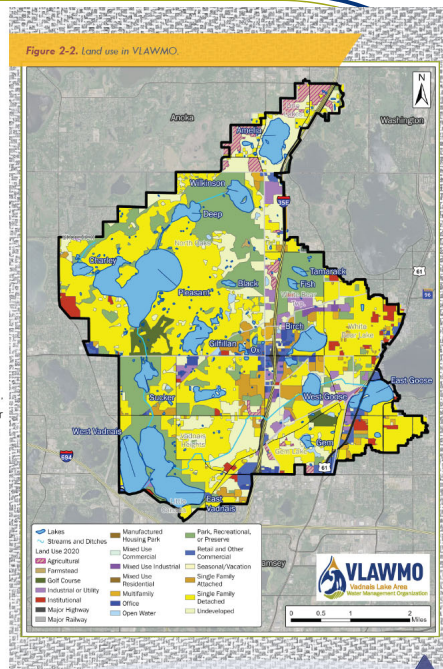
Description	Watershed Area
Single Family Detached	37%
Park, Recreational, or Preserve	16%
Open Water	14%
Undeveloped	14%
Single Family Attached	3%
Industrial or Utility	3%
Agricultural	2%
Retail and Other Commercial	2%
Major Highway	2%
Institutional	2%
Golf Course	2%
Multifamily	1%
Other (office, mixed industrial, farmstead)	1%

Table 2-1: Land use in VLAWMO (Metropolitan Council, 2020).

2.2 Geology

The geology and topography of the watershed is a result of thousands of years of glacial advance and retreat. The most recent glacial deposits that now form the sand, gravel, till, and lake sediment are from the movement of the Grantsburg and Superior glacial sublobes between 12,000 and 20,000 years ago. The glaciers left behind the relatively level or gently rolling topography that is present today.

The DNR developed an Ecological Classification System for categorizing regions across the state on various scales according to ecology, geology, and hydrology. Subsections in the system are defined by glacial depositions, surface bedrock, climate, topography, and plants. Most of VLAWMO is in the St. Paul-Baldwin Plains ecological subsection, with the southwestern edge in the Anoka Sand Plain subsection (a flat, sandy lake plain). The St. Paul-Baldwin subsection is composed of moraine material (debris, glacial till) deposited by the Superior lobe of a glacier and is bordered by flat outwash plains by created sand and gravel deposited by glacial streams.



Section 2 - Highlights

Summary of impairments Aquatic Invasive Species



VLAWMO Watershed Management Plan: Land and Water Resources

Table 2-2. Summary of VLAWMO lakes.

Name	Acres	Impairment(s)	Trophic State Index (TSI)	DNR Shallow Lake	Infested with AIS	Other
Amelia (62-0014-00)	156		55	X	Eurasian watermilfoil, *Flowering rush	DNR lake of outstanding biological significance. Highest LPSS priority class
Birch (62-0024-00)	113		49	X	Curly-leaf pondweed, Eurasian watermilfoil	
Sucker (62-0028-00)	63	Mercury in fish tissue	55		Curly-leaf pondweed, Eurasian watermilfoil, Rusty crayfish, Zebra mussels	
Tamarack (62-0021-00)	12	Nutrients	N/A			Classified as public water wetland
West Vadnais (62-0038-02)	212	Nutrients	71		Curly-leaf pondweed, Eurasian watermilfoil, Zebra mussels	
Wilkinson (62-0043-00)	93	Nutrients	64	X	Curly-leaf pondweed	
Goose (62-0034-00)	115	Nutrients	76	X	Curly-leaf pondweed	West Goose as an unnamed wetland
Fish (62-0021-00)	12		N/A			Classified as public water wetland
Pleasant (62-0046-00)	607	Nutrients, Mercury in fish tissue	55		Curly-leaf pondweed, Eurasian watermilfoil, Rusty crayfish, Zebra mussels	

*Flowering rush is being treated in a nearby wetland, but it has not been detected in the lake in recent years.

Section 2 - Highlights

Groundwater resources



VLAWMO Watershed Management Plan: Land and Water Resources

2.4.1 Groundwater Resources

The Minnesota Department of Health (MDH) works with public water systems to identify and manage potential threats around public drinking water sources. Part of this effort includes defining a protection area for drinking water sources, known as a Drinking Water Supply Management Area (DWSMA). Within DWSMAs, contamination on the land surface or in water can affect the drinking water supply, making the areas important to consider for managing threats to drinking water and public health.

Nearly the entire VLAWMO watershed overlaps with one or more groundwater DWSMAs, ranging from low to high vulnerability, with the majority (by area) being of moderate vulnerability (MDH, 2022). Most of the watershed is covered by the Saint Paul Regional Water Services DWSMA, Vadnais Heights North DWSMA, Vadnais Heights South DWSMA, and White Bear Township DWSMA. Other DWSMAs in the watershed include the Lino Lakes, White Bear Lake, and Five Star Mobile Home Park DWSMAs. Additionally, there are many private drinking water wells in the watershed, especially in the community of North Oaks.

DWSMAs are given a vulnerability rating based on the likelihood of groundwater contamination. Most of the watershed has a moderate vulnerability to contamination, but there are areas of low vulnerability from north to south along the center of the watershed and high vulnerability in the eastern half of the watershed. The pollution sensitivity of near-surface materials, which evaluates the time it takes for water to infiltrate 10 feet, varies from low to high throughout the watershed. Groundwater is sourced from the Saint Peter Sandstone aquifer and the deeper Prairie du Chien-Jordan aquifer. Aquifers in the watershed are largely buried sand and gravel and sandstone bedrock, with some limestone.

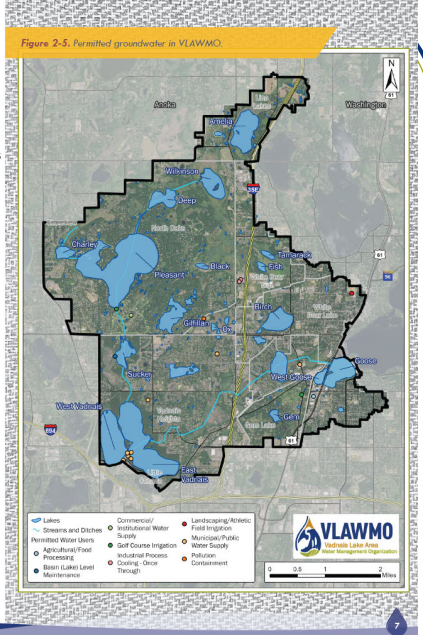


Figure 2-5. Permitted groundwater in VLAWMO

VLAWMO Watershed Management Plan

Section 2 - Highlights

Stormwater, wastewater, erosion and sediment control



VLAWMO Watershed Management Plan: Land and Water Resources

lakes due to the use for drinking water. A particular concern that SPRWS monitors for in the drinking water chain of lakes (especially Pleasant and East Vadnais) is algae blooms, which alter the taste of the water and can produce toxins.

2.5 Stormwater and Wastewater

Stormwater is runoff in urban areas. In a natural landscape, water infiltrates into the soil during a rain event and runs overland when infiltration capacity is reached. Construction of impervious land such as roads and buildings reduces the ability of the land to store water. Urban contaminants such as road salt, sediment, yard runoff, pet waste, and more are picked up by stormwater as it moves over urban areas. Stormwater is typically directed along gutters and curbs into the city's storm sewer system, which discharge into streams or ditches without filtration.

A Municipal Separate Storm Sewer System (or MS4) is a network of catch basins, gutters, roads, and storm drains that drain stormwater and are publicly owned. VLAWMO's six-member communities, Anoka County, Ramsey County, and MnDOT are covered by the MPCA MS4 general permit. MS4s are required to reduce the amount of sediment and pollutants in stormwater where possible and each has a

stormwater pollution prevention program. VLAWMO actively supports MS4s in the watershed by providing education and outreach materials.

Member community MS4s are required to meet the standards of the VLAWMO Water Management Policy, last updated in 2022. The Water Management Policy details WMO-specific regulations on erosion and sediment control, floodplain and drainage alteration, groundwater and stormwater management, shoreline and streambank alteration, stream and lake crossing, and wetlands and buffers.



Residents learning about rain gardens at White Bear Montessori. Photo Credit: @Dylawmo

There are two wastewater treatment facilities in the watershed, one privately owned for industry and the other owned by White Bear Lake Township. Subsurface sewage treatment systems (SSTS) are present in North Oaks, Vadnais Heights, Lino Lakes, and White Bear Township.

2.6 Habitat, Endangered, and Invasive Species

The Department of Natural Resources (DNR) identifies lakes of biological significance due to the presence of unique plants or animals. There is one lake of biological significance in the watershed (Amelia) and multiple lakes and wetlands that the Minnesota Biological Survey (MBS) identifies as sites of biodiversity significance. Outstanding biodiversity sites include the North Oaks Natural Area (which covers Deep Lake, Black Lake, and Wilkinson Lake) and Sucker Lake Natural Area west of Sucker Lake. There is one site with high significance (Long Lake wetlands on the western edge of VLAWMO) and nine sites of moderate significance (DNR, 2024a).



A pair of otters shared by watershed residents. Photo Credit: @iammoorg

VLAWMO conducts aquatic plant surveys with partners (i.e., Ramsey County Soil and Water Conservation Division) to assess aquatic communities and manages invasive species. Aquatic plant surveys are available for all of VLAWMO's lakes. Eurasian watermilfoil, curly-leaf pondweed, rusty crayfish, and zebra mussels are invasive species found in the watershed. One infestation of flowering rush was detected in a wetland adjacent to Amelia Lake. That infestation is currently being treated (2024).

VLAWMO Watershed Management Plan

Section 2 - Highlights

Climate, resiliency, and environmental justice



VLAWMO Watershed Management Plan: Land and Water Resources

summarizing how precipitation and flow have changed in the watershed impacts of more precipitation and heavier rain events are compounded in land use that reduce the natural capacity of the land to store water. change can impact stream volume, flooding, erosion, and in-stream habitat. The report found that the mid-1970s could be identified as marking a shift in hydrology in the watershed, with statistically different streamflow and precipitation patterns at the point of change. The report found the watershed receives an additional 0.5 inches of annual precipitation after the mid-1970s when compared to the period before (DNR, 2023a).

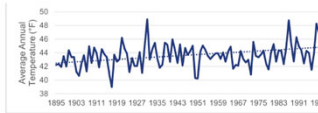


Figure 2-7. Annual temperature in the Mississippi River - Twin Cities Watershed 1895-present.

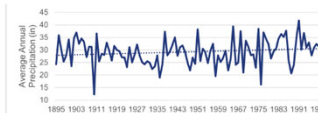
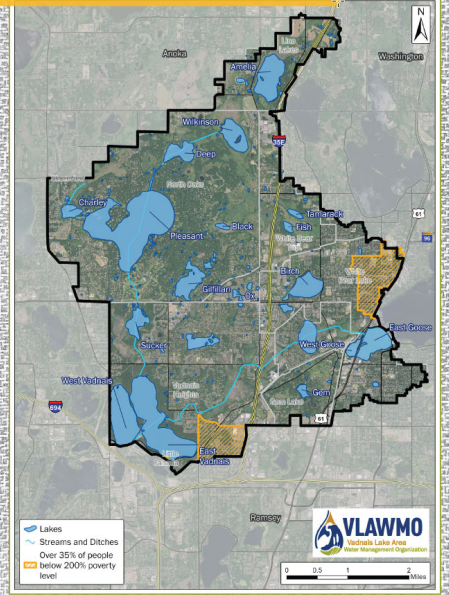


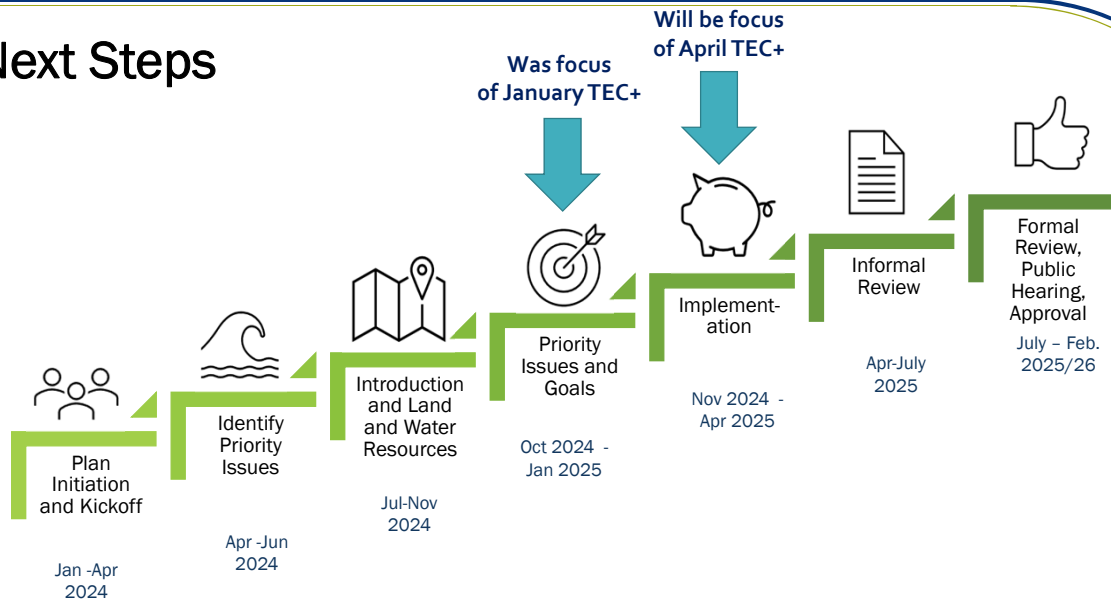
Figure 2-7. Annual precipitation in the Mississippi River - Twin Cities Watershed 1895-present.

VLAWMO Watershed Management Plan

Figure 2-8. Environmental justice areas of concern in VLAWMO.



Next Steps



Requested Board Action

Proposed Motion

Director _____ moves and Director _____ seconds to approve the draft of Sections 1 and 2 of the Watershed Management Plan and include these documents (with necessary revisions) into the next version of the draft Plan

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To: VLAWMO Board of Directors

From: Lauren Sampedro, Watershed Technician & Program Coordinator

Date: February 19, 2025

Re: **VI. B. 3.** Consider Grant Agreement & Work Plan for '25-27 BWSR WBIF Grant – Res. 02-2025

Introduction

BWSR allocated \$147,921 to the Vadnais Lake Area Watershed Planning Area (WPA) through its fiscal year (FY)'24-25 Watershed-based Implementation Funding (WBIF) Grant program. VLAWMO and its partners are seeking Board approval of the WBIF C25-0275 grant agreement and work plan for implementation in '25-27 under resolution 02-2025.

Background

BWSR created the WBIF program in 2018, which makes additional funding available to local government units from the Clean Water Fund program. VLAWMO has served as the grantee for this funding source in the '20-21 and '22-23 FY cycles of the program. In 2022, BWSR awarded \$75,000 to the Vadnais Lake Area WPA, which was allocated to supplement VLAWMO's Landscape Level 2 grant program implementation. Staff are currently working with partners on completing two projects under the WBIF program including an Elmwood Park raingarden project in Vadnais Heights and five curb cut raingardens in White Bear Lake.

The current funding cycle for FY '24-25 has allocated \$9 million to the metro area, including \$147,921 to the Vadnais Lake Area WPA (VLAWMO, ACD, RCSWCD, and two representatives from the six-member municipalities). The required match contribution for this grant is 10% at \$14,792.10. To be eligible for this funding, VLAWMO and partners needed to participate in a convene meeting to jointly develop a funding request and select proposed grant activities, which was held on November 4, 2024. At the meeting, partners approved continuing the previous approach of utilizing the funding to supplement VLAWMO's Landscape Level 2 grant program to install at least one water quality improvement project prioritized within four subwatersheds: Lambert Creek, Birch, Gilfillan-Tamarack-Black-Wilkinson-Amelia, and Sucker-Vadnais. Partners also approved VLAWMO to serve as grantee on behalf of the partnership.

VLAWMO worked with the partnership to submit a WBIF funding request and application to BWSR, which were approved by BWSR on December 5, 2024. The next steps to secure the \$147,921 of grant funding are Board approval of the attached draft work plan and execution of a grant agreement (C25-0275) with BWSR under resolution 02-2025. The work plan will then be submitted to BWSR.

Staff Recommendation

VLAWMO staff recommend the Board of Directors approve the attached '25-27 BWSR WBIF grant agreement C25-0275 and work plan.

Proposed Motion

It was moved by Director _____ and seconded by Director _____ to approve the C25-0275 grant agreement and work plan and authorize the Board Chair to execute the grant agreement with the adoption of Resolution 02-2025, with any final non-material changes and on advice of counsel.

Attachments

1. PowerPoint Slides
2. BWSR C25-0275 WBIF Grant Agreement
3. '25-27 BWSR WBIF Grant Work Plan
4. Resolution 02-2025

VI. B. 3. BWSR Watershed-based Implementation Funding (WBIF) Program FY '24-25

Lauren Sampedro
Board of Directors Meeting
February 26, 2025



Background on BWSR WBIF



- Funding made available from the Clean Water Fund starting in 2018
 - ❖ Funds for advancing State's water resource goals through prioritized and targeted cost-effective actions with measurable water quality results.
- Purpose of WBIF is to enhance existing funding to implement clean water activities towards State's water resource goals

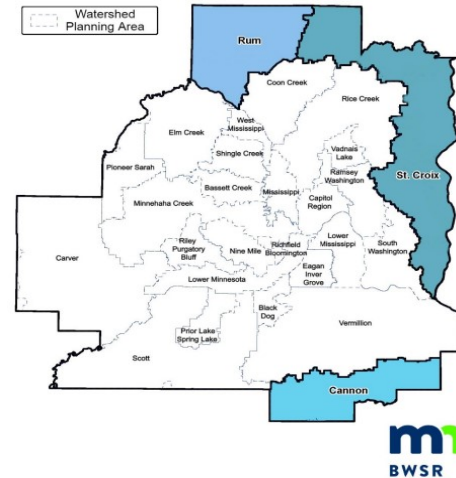
Vadnais Lake Area Water Management Organization

BWSR WBIF Fund Allocation



- \$9 million WBIF funds allocated to metro area this fiscal year for implementation 2025-2027
- VLAWMO planning area allocated **\$147,921**
- Requires 10% match

Twin Cities Metro Area Allocation Map for the Watershed-based Implementation Funding Program



Vadnais Lake Area Water Management Organization

FY '22-23 BWSR WBIF Funding Round



- \$75,000 awarded to VLAWMO area
- VLAWMO serves as grantee and allocated funding towards grant program implementation
- Grant projects include partnerships with City of Vadnais Heights and City of White Bear Lake to install curb cut raingardens (6 total when completed)
- Pursue additional partnership projects if any funding remains



Elmwood Park Raingarden-Planting in Spring 2025

Vadnais Lake Area Water Management Organization

BWSR WBIF Program Process



- Hold 1-2 convene meetings with partnership ✓
 - At meeting partners approved:
 - Cities of White Bear Lake and Vadnais Heights to be 2 municipal representatives
 - VLAWMO as grantee
 - Selected grant activity to be: support implementation of VLAWMO Landscape Level 2 Grant Program for partnership projects
- Submit partnership-approved grant activity/ies to BWSR for initial approval ✓
- Submit funding request to BWSR ✓
- Approve work plan & execute grant agreement with BWSR before 4/30/25 deadline
- Submit work plan to BWSR

Vadnais Lake Area Water Management Organization

Proposed FY '24-25 BWSR WBIF Funding Round



- \$147,921 allocated towards VLAWMO Landscape Level 2 Grant Program partnership projects
- Work with partners to install at least 1 water quality BMP that reduces at least 0.5 lbs phosphorus and 150 lbs of TSS annually
- Focus on 4 subwatersheds:
 - Lambert Creek
 - Birch Lake
 - Gilfillan-Tamarack-Black-Wilkinson-Amelia Lakes
 - Sucker-Vadnais

Vadnais Lake Area Water Management Organization

Staff Recommendation & Proposed Motion



VLAWMO staff recommend approval of the proposed 2025-2027 BWSR WBIF grant agreement C25-0275 and work plan

Proposed Motion:

It was moved by Director _____ and seconded by Director _____ to approve the C25-0275 grant agreement and work plan and authorize the Board Chair to execute the grant agreement with the adoption of Resolution 02-2025, with any final non-material changes and on advice of counsel.



2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED BASED IMPLEMENTATION FUNDING
GRANT AGREEMENT

Vendor:	0000209380
PO#:	3000018267

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Vadnais Lake Area WMO**, 800 East County Road E, Vadnais Heights MN 55127 (Grantee).

Grant ID	Grant Title	Awarded Amt
C25-0275	2025 Metro WBIF-Vadnais Lake Area WPA	\$147,921.00

Total Grant Awarded: \$147,921.00

Recitals

1. The Laws of Minnesota 2023, Chapter 40, Article 2, Section 6(a) appropriated funds to the Board for the FY 2024 and 2025 Clean Water Fund Watershed Based Implementation Funding Program.
2. The Board adopted the Watershed Based Implementation Funding FY24-25 Policy and authorized the allocation of funds for the FY 2024 and 2025 Clean Water Fund Watershed Based Implementation Funding Program through Board Order #23-55.
3. The Grantee has submitted a BWSR-approved work plan for this program.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State’s Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

TITLE
ADDRESS
CITY
TELEPHONE NUMBER

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2027 or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee’s Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Watershed Based Implementation Funding FY24-25 Policy.
- 2.2. **Reporting:** All data and information provided in a Grantee’s report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee’s approved work plan.

3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board’s satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board’s Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, Watershed Based Implementation Funding FY24-25 Policy, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. Assignment, Amendments, Work Plan Revisions, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
 - 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.
 - 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or

greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.

6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability.

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

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

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

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

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

12. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14. Data Disclosure.

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

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

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

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

Approved:

Vadnais Lake Area WMO

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____



Grant Work Plan

Watershed Based Implementation 2025

Grant Title: 2025 Metro WBIF-Vadnais Lake Area WPA

Grant Award (\$): \$147,921.00

Grant Execution Date:

Grant ID: C25-0275

Required Match (%): 10

Grant End Date: 12/31/2027

Grantee: Vadnais Lake Area WMO

Required Match (\$): \$14,792.10

Fiscal Agent: Vadnais Lake Area WMO

Grant Day-to-Day Contact: Phil Belfiori

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$147,921.00	\$0.00	\$147,921.00
Match Funds	\$14,792.10	\$0.00	\$14,792.10
Other Funds	\$0.00	\$0.00	\$0.00
Total	\$162,713.10	\$0.00	\$162,713.10

*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

Budget Details

Activity Name	Category	Source Type	Source Description	Budgeted	Spent	Balance Remaining	Match Fund?
Technical/Engineering Assistance	Technical/Engineering Assistance	Local Fund	VLAWMO	\$14,792.10		\$14,792.10	Y
Grant Program Implementation	Urban Stormwater Management Practices	Current State Grant	2025 Metro WBIF-Vadnais Lake Area WPA	\$147,921.00		\$147,921.00	N

Indicator Summary

<i>Indicator Category</i>	<i>Proposed Indicator</i>	<i>Total Value</i>	<i>Unit</i>
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	0.5	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	0.075	Tons/Yr

<i>Indicator Category</i>	<i>Final Indicator</i>	<i>Total Value</i>	<i>Unit</i>
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Activity Name: Grant Program Implementation

Activity Category: Urban Stormwater Management Practices

Staff time?: No

Description: At least 1 BMP project will be installed through the VLAWMO Landscape Level 2 Grant Program in accordance with the VLAWMO Board-approved Landscape Level 2 Grant Program policy, with pollution reduction goals of at least 0.5 lbs of TP annually and 150 lbs (0.075 tons) of TSS annually. The WBIF grant funding will supplement the existing Landscape Level 2 Grant Program budget to cover BMP construction costs. Where VLAWMO's local policies differ from BWSR standards, the provision of the WBIF grant agreement shall prevail.

Eligible practices include water quality treatment projects, water reuse, and stormwater retrofit or reconstruction projects. Projects with a secondary benefit of stormwater rate and volume control may be considered if the primary benefit is water quality. Staff will confirm BWSR eligibility requirements and consult with the BWSR Board Conservatonist before pursuing specific projects to ensure the projects are eligible. Projects will be targeted within four priority subwatersheds: Lambert Creek, Birch, Giffillan-Tamarack-Black-Wilkinson-Amelia, and Sucker-Vadnais. Projects will be prioritized based on estimated benefits to water resources within the four identified subwatersheds, with the primary benefit to water quality.

Projects will be designed in accordance with MN Stormwater Manual, NRCS FOTG, or other accepted engineering practices for a minimum 10-year effective life. The project designs will be completed and certified by WMO staff, SWCD staff, or consulting professional engineers with appropriate technical approval authority. Landowners will be responsible for the operation and maintenance of projects.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	2025 Metro WBIF-Vadnais Lake Area WPA	\$147,921.00		\$147,921.00		N

Activity Name: Technical/Engineering Assistance

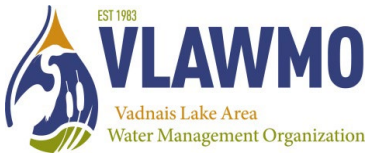
Activity Category: Technical/Engineering Assistance

Staff time?: No

Description: Technical/engineering assistance costs for preliminary analysis and survey of potential BMP locations, BMP design, project construction/installation, construction inspection/oversight, and project certification. Stormwater BMPs will be designed to MN Stormwater Manual, NRCS FOTS, or other accepted engineering standards for a minimum 10-year effective life. The selected BMPs will be designed and certified by WMO staff, SWCD staff, or consultant engineers. Consultant engineers will be selected in accordance with VLAWMO procedures. The estimated technical/engineering time is 30% PE and 70% SWCD Resource/Design Specialist.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund	VLAWMO	\$14,792.10		\$14,792.10		Y



**RESOLUTION NO. 02-2025
of the Vadnais Lake Area Water Management Organization (VLAWMO)**

A RESOLUTION APPROVING the FY 24-25 BWSR WATERSHED-BASED IMPLEMENTATION FUNDING GRANT AGREEMENT AND WORK PLAN (C25-0275).

Resolution 02-2025 was moved by Director _____ and seconded by Director _____.

WHEREAS, on August 24, 2023 the Minnesota Board of Water and Soil Resources (BWSR) approved the Watershed-based Implementation Funding (WBIF) watershed allocations for the 2024-2025 biennium; and

WHEREAS, funds have been allocated based on watershed planning areas, and VLAWMO is part of the Vadnais Lake Area Watershed Planning Area (Partnership) to which BWSR has allocated \$147,921 for implementation in 2025-2027; and

WHEREAS, VLAWMO submitted a funding request on behalf of the Partnership for the Watershed-Based Implementation Funding grant to BWSR to improve water quality within the Lambert Creek, Birch Lake, Gilfillan-Tamarack-Black-Wilkinson-Amelia Lakes, and Sucker-Vadnais subwatersheds; and

WHEREAS, components of the grant proposal include VLAWMO Grant Program implementation within the counties of Anoka and Ramsey, Minnesota; and

WHEREAS, VLAWMO will work with the Partnership and other landowners to pursue project opportunities for implementation of the grant, and

THEREFORE, BE IT RESOLVED, that the VLAWMO Board of Directors hereby approves the C25-0275 grant agreement and work plan, and authorizes the WMO Board Chair to execute the grant agreement and submit to BWSR, with any final non-material changes and on advice of counsel.

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

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

Upon vote, the Chair declared the Resolution adopted on this 26th day of February 2025.

_____ Board Chair Dated: February ____, 2025

_____ Attest Dated: February ____, 2025