

# **Black Dog Watershed Management Commission**

## **AGENDA**

**Wednesday, January 20, 2021**

**5:00 P.M.**

### **COMMISSIONERS:**

Scott Thureen, Secretary/Treasurer

Tom Harmening

Mike Hughes

Curt Enestvedt

Rollie Greeno

Frank Boyce, Alternate

Greg Helms, Alternate

Natalie Walker, Alternate

- I. Approval of Agenda
- II. Approval of Minutes – December 16, 2020
- III. Approval of Accounts Payable
- IV. Review Budget Performance Reports
- V. Election of Officers for 2021
- VI. Review 10 Year Plan Update Items
- VII. Approve Engineering Fees for 2021
- VIII. Approve 2021 Joint Powers Agreement with Dakota County SWCD
- IX. Approve Official Depositories for Commission Funds
- X. Approve Official Newspaper for the Black Dog WMO
- XI. Miscellaneous
- XII. Adjournment

The City of Burnsville and Black Dog Watershed Management Organization do not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the admission or access to, or treatment or employment in, its programs, activities, or services.

To obtain this information in alternative forms such as braille, large print, audiotape or qualified readers, please contact the City of Burnsville. Telephone (952) 895-4400, TDD (952) 895-4567.

# Black Dog Watershed Management Commission

## Agenda Background

January 20, 2021

I. Approval of Agenda

Agenda enclosed.

**Action Requested:** A motion be considered to approve the Agenda.

II. Approval of Minutes from the December 21, 2020 Meeting

Minutes enclosed.

**Action Requested:** A motion be considered to approve the Minutes of the December 21, 2020 meeting.

III. Approval of Accounts Payable

Accounts payable list enclosed.

**Action Requested:** A motion be considered to approve the accounts payable list as submitted by staff.

IV. Review of Budget Performance Reports

Current Budget Performance Reports enclosed.

**Action Requested:** No formal action required.

V. Election of Officers

The Black Dog WMO Joint Powers Agreement requires that officers be elected each year for the positions of Chair, Vice Chair and Secretary/Treasurer. Currently the officers are:

Chair – Vacant

Vice Chair – Vacant

Secretary/Treasurer – Scott Thureen

**Action requested:** Staff will accept nominations and conduct an election for the above positions.

VI. Review 10 Year Plan Update Items

Included in the packet is a revised engagement plan and a memo regarding the technical advisory committee that will need to be established to help with the 10 year plan update. The engagement plan revisions needed based on comments from the Board of Soil and Water Resources. Barr staff will go over these two documents during the meeting.

**Action Requested:** Approve the revised Engagement Plan and approve the Technical Advisory Committee list.

VII. Approve Engineering Fees for 2021

The current contract allows for annual adjustment of fees by consulting firms. If fees change it does require approval by the Commission. Barr Engineering is requesting an adjustment to their fees for 2021. The enclosed information from Barr Engineering summarizes the key changes in the rate schedule for 2021.

**Action requested:** A motion be considered to approve the Engineering Services Fee Schedule for 2021.

VIII. Approve 2021 Joint Powers Agreement with Dakota County SWCD

The Joint Powers Agreement with the SWCD will be sent to the Black Dog WMO attorney for review prior to the meeting. The 2021 SWCD work plan and budget were previously approved by the commission.

**Action Requested:** Approve a Joint Powers agreement with Dakota County SWCD for 2021

IX. Approve Official Depositories for Commission Funds

The auditors recommend that the Commission designate official depositories for our funds on an annual basis. Current depositories are the US Bank in St. Paul and the League of MN Cities 4M Fund. These depositories have served the commission well and staff recommends continuing on with them.

**Action requested:** A motion be considered to approve the US Bank in St. Paul and the League of MN Cities 4M Fund as the official depositories of the BDWMO

X. Approve Official Newspaper for the Black Dog WMO

The JPA requires that the Commission designate an official newspaper. In 2020 the BDWMO used the Sun Thisweek as the official newspaper. Items typically published in the official newspaper are public notices.

**Action requested:** A motion be considered to approve the Burnsville Sun Thisweek as the official BDWMO newspaper in 2021.

XI. Miscellaneous

# Black Dog Watershed Management Commission

**DRAFT**

## Meeting Minutes December 21, 2020

### **MEMBERS PRESENT**

Greg Helms, Vice-Chairman  
Scott Thureen, Secretary/Treasurer  
Mike Hughes  
Tom Harmening  
Curt Enestvedt, Alternate  
Rollie Greeno, Alternate  
Natalie Walker, Alternate

### **MEMBERS ABSENT**

### **OTHERS PRESENT**

Karen Chandler – Barr Engineering  
Greg Williams – Barr Engineering  
Samantha Berger – City of Apple Valley  
Joel Jamnik, Campbell Knutson  
Lindsey Albright – Dakota County Soil and Water Conservation District  
Ann Messerschmidt – City of Lakeville  
Melissa King, Minnesota Board of Water and Soil Resources  
Daryl Jacobson – BDWMO Administrator

Greg Helms, Vice-Chairman, called the December 21, 2020, meeting to order at 5:00pm via WebEx.

#### I. Approval of Agenda

**Motion by** Thureen, second by Hughes, to approve the December 21, 2020 Agenda as presented.

Ayes – Helms, Thureen, Enestvedt, Harmening, Hughes

Nays – None

**Motion Carried Unanimously**

#### II. Approval of Minutes from the November 18, 2020 Meeting

**Motion by** Enestvedt, second by Hughes, to approve the November 18, 2020 Minutes as presented.

Ayes – Helms, Thureen, Enestvedt, Harmening, Hughes

Nays – None

**Motion Carried Unanimously**

#### III. Approval of Accounts Payable

**Motion by** Harmening, second by Hughes, to approve payments to Barr Engineering in the amount of \$4,360.50 for services from October 31, 2020 through November 27, 2020; and, to Campbell Knutson in the amount of \$306.00 for November 2020 general services; and, to Innovative Office Solutions in the amount of \$115.22 for appreciation plaque presented to Roger Baldwin for his service to the Commission.

Ayes – Helms, Thureen, Enestvedt, Harmening, Hughes

Nays – None

**Motion Carried Unanimously**

IV. Review Budget Performance Reports

Daryl Jacobson, BDWMO Administrator – Everything looks good. End of year financials are being worked on.

**No Formal Action Required**

V. Approve Stakeholder Engagement Plan for the 10 Year Plan Update

The Stakeholder Engagement Plan from Barr Engineering was provided to the Commission for review prior to this meeting. The Stakeholder Engagement Plan draft is for the 2022 plan update and is one of the tasks from the Scope of Work required for the update. There are seven activities proposed in this plan. One activity is to host an online survey.

**Motion by** Enestvedt, second by Thureen, to start the survey and submit the draft Stakeholder Engagement Plan to the MN Board of Water and Soil Resources for their review and approval.

Ayes – Helms, Thureen, Enestvedt, Harmening, Hughes

Nays – None

**Motion Carried Unanimously**

VI. Miscellaneous

1. The next meeting is scheduled for January 20, 2021.
2. We will have an election for Commission Officer vacancies at the January meeting. Commission changes include Roger Baldwin stepped down as Commission Chairman, Greg Helms will move to an alternate Commission member for Apple Valley, Rollie Greeno will become a Commission Officer for Apple Valley, Natalie Walker will become an alternate Commission member for Lakeville, Frank Boyce will become an alternate Commission member for Burnsville.

VII. Adjournment

**Motion by Hughes**, second by Enestvedt, to adjourn at 5:38pm.

Ayes – Helms, Thureen, Enestvedt, Harmening, Hughes

Nays – None

**Motion Carried Unanimously**

**BLACK DOG WATERSHED MANAGEMENT COMMISSION**  
**100 Civic Center Parkway**  
**Burnsville, MN 55337**

**Accounts Payable - January 20, 2021 Meeting**

**Barr Engineering** - Services from November 27, 2020 through December 25, 2020

Engineering	\$	2,637.50
Special Projects General Fund - Orchard Lake Water Quality Monitoring	\$	574.00
Special Projects General Fund Reserve - Watershed Mgmt Plan Update	\$	934.00
Water Quality Monitoring - Keller Lake	\$	108.00
	\$	<u>4,253.50</u>

**Campbell Knutson**

November 2020- General Services	\$	85.00
	\$	<u>85.00</u>

**Metropolitan Council - Environmental Services**

Camp - Citizen Assist Monitor Projects	\$	3,040.00
	\$	<u>3,040.00</u>

**Accounts Payable Total \$ 7,378.50**

resourceful. naturally.  
engineering and environmental consultants



December 25, 2020

Black Dog Watershed Management Commission  
City of Burnsville  
13713 Frontier Court  
Burnsville, MN 55337-4720

Attn: Mr. Daryl Jacobson

**RE: Engineering & Environmental Consulting Services**

**Invoice of Account with  
BARR ENGINEERING COMPANY**

For professional services during the period of November 27, 2020 through December 25, 2020

<b>TOTAL PAYABLE THIS INVOICE:</b>	<b>\$ 4,253.50</b>
<b>Allocation:</b>	
<b>Engineering</b>	<b>\$ 2,637.50</b>
<b>Special Projects General Fund</b>	
• Orchard Lk Water Quality Monitoring	<b>\$ 574.00</b>
<b>Special Projects General Fund Reserve</b>	
• Watershed Mgmt Plan Update	<b>\$ 934.00</b>
<b>Water Quality Monitoring</b>	
• Keller Lake	<b>\$ 108.00</b>

Barr declares under the penalties of law that  
this account, claim, or demand is just and that  
no part of it has been paid.

A handwritten signature in black ink that reads "Karen L. Chandler".

Karen L. Chandler  
Vice President

A handwritten signature in black ink that reads "Daryl Jacobson". Above the signature, the letters "OK" are written in a small, handwritten font.



BUDGET SUMMARY - 2020 FY  
Black Dog Watershed Management Commission  
through December 25, 2020

Work Description	Pre-2020 Costs	Barr Budget				Current Invoice	Spent This Year	Balance
		Brought Forward	Current Year	Total Barr Budget				
Engineering	-----	0.00	31,000.00	31,000.00		2,637.50	27,590.92	3,409.08
Special Projects: General Fund								
Orchard Lk Water Quality Monitoring (2020)	-----	0.00	23,000.00	23,000.00		574.00	14,979.03	8,020.97
Lac Lavon Mgmt Level Monitoring (2019)	17,449.62	8,250.38	0.00	8,250.38			4,113.50	4,136.88
Subtotal -- Special Projects: General Fund	-----	8,250.38	23,000.00	31,250.38		574.00	19,092.53	12,157.85
Special Projects: Capital Improvement Fund								
Keller Lake Alum Treatment Feas Study & Impl Planning			7,000.00	7,000.00		0.00	714.00	6,286.00
Subtotal -- Special Projects: Capital Improvement Fund	-----	0.00	7,000.00	7,000.00		0.00	714.00	6,286.00
Special Projects: General Fund Reserve								
Watershed Management Plan Update			10,000.00	10,000.00		934.00	10,905.00	(905.00)
Subtotal -- Special Projects: General Fund Reserve	-----	0.00	10,000.00	10,000.00		934.00	10,905.00	(905.00)
Water Quality Monitoring								
2020 Habitat Monitoring (Keller Lake)	-----	0.00	9,600.00	9,600.00		108.00	1,863.50	7,736.50
2019 Habitat Monitoring (Lac Lavon)	2,023.40	6,476.60	0.00	6,476.60		0.00	6,367.50	109.10
Update Trend Analyses	-----	0.00	2,000.00	2,000.00		0.00	1,620.00	380.00
Subtotal -- W.Q. Monitoring	-----	6,476.60	11,600.00	18,076.60		108.00	9,851.00	8,225.60
Public Education								
Watershed Annual Report	-----	0.00	4,000.00	4,000.00		0.00	3,852.00	148.00
Annual Activity Report	-----	0.00	2,000.00	2,000.00		0.00	1,980.00	20.00
Subtotal -- Public Education	-----	0.00	6,000.00	6,000.00		0.00	5,832.00	168.00
Total Services	-----	14,726.98	88,600.00	103,326.98		4,253.50	73,985.45	29,341.53





# INVOICE

Barr Engineering Co.  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
Phone: 952-832-2600; Fax: 952-832-2601  
FEIN #: 41-0905995 Inc: 1966

Mr. Daryl Jacobson  
Black Dog WMO  
City of Burnsville  
13713 Frontier Court  
Burnsville, MN 55337-4720

December 25, 2020  
Invoice No: 23191455.00 - 1

<b>Total this Invoice</b>	<b>\$934.00</b>
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**Regarding: BDWMO 2022 Watershed Management Plan**

**Professional Services from November 28, 2020 to December 25, 2020**

Job:	100	Stakeholder Engagement
Task:	001	Engagement Plan

**Labor Charges**

	Hours	Rate	Amount	
Principal				
Chandler, Karen	1.30	180.00	234.00	
Engineer / Scientist / Specialist III				
Williams, Sterling	4.50	145.00	652.50	
Support Personnel II				
Nypan, Nyssa	.50	95.00	47.50	
	6.30		934.00	
<b>Subtotal Labor</b>				<b>934.00</b>
		<b>Task Subtotal</b>		<b>\$934.00</b>
		<b>Job Subtotal</b>		<b>\$934.00</b>
		<b>Total this Invoice</b>		<b>\$934.00</b>

	Current	Prior	Total	Received	A/R Balance
<b>Invoiced to Date</b>	<b>934.00</b>	<b>0.00</b>	<b>934.00</b>	<b>0.00</b>	<b>934.00</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Greg Williams, your Barr project manager, at (952) 832-2945 or email at [gwilliams@barr.com](mailto:gwilliams@barr.com).

0

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



# INVOICE

Barr Engineering Co.  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
Phone: 952-832-2600; Fax: 952-832-2601  
FEIN #: 41-0905995 Inc: 1966

Mr. Daryl Jacobson  
Black Dog WMO  
City of Burnsville  
13713 Frontier Court  
Burnsville, MN 55337-4720

December 25, 2020  
Invoice No: 23190457.20 - 2

<b>Total this Invoice</b>	<b>\$108.00</b>
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**Regarding: 2020 Habitat Monitoring**

**Professional Services from November 28, 2020 to December 25, 2020**

Job:	KELL	Keller Lake Habitat Monitoring
Task:	002	Analysis, Report & Presentation

**Labor Charges**

	Hours	Rate	Amount	
Engineer / Scientist / Specialist III				
Wold, Karen	.80	135.00	108.00	
	.80		108.00	
<b>Subtotal Labor</b>				<b>108.00</b>
		<b>Task Subtotal</b>		<b>\$108.00</b>
		<b>Job Subtotal</b>		<b>\$108.00</b>
		<b>Total this Invoice</b>		<b>\$108.00</b>

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	108.00	1,755.50	1,863.50	1,755.50	108.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Karen Wold, your Barr project manager, at (952) 832-2707 or email at [kwold@barr.com](mailto:kwold@barr.com).

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



# INVOICE

Barr Engineering Co.  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
Phone: 952-832-2600; Fax: 952-832-2601  
FEIN #: 41-0905995 Inc: 1966

Mr. Daryl Jacobson  
Black Dog WMO  
City of Burnsville  
13713 Frontier Court  
Burnsville, MN 55337-4720

December 25, 2020  
Invoice No: 23190374.20 - 11

<b>Total this Invoice</b>	<b>\$2,637.50</b>
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**Regarding: BDWMO 2020 Engineering Services**  
**Professional Services from November 28, 2020 to December 25, 2020**

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Job:	2020	2020 Engineering Services
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Task:	001	Attend BDWMO Meetings
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**Labor Charges**

	Hours	Rate	Amount
Principal			
Chandler, Karen	1.70	180.00	306.00
Engineer / Scientist / Specialist III			
Williams, Sterling	1.50	145.00	217.50
	3.20		523.50
<b>Subtotal Labor</b>			<b>523.50</b>
		<b>Task Subtotal</b>	<b>\$523.50</b>

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Task:	002	Miscellaneous Consulting
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**Labor Charges**

	Hours	Rate	Amount
Principal			
Chandler, Karen	10.10	180.00	1,818.00
Support Personnel II			
Burt, Deborah	2.20	100.00	220.00
Nypan, Nyssa	.80	95.00	76.00
	13.10		2,114.00
<b>Subtotal Labor</b>			<b>2,114.00</b>
		<b>Task Subtotal</b>	<b>\$2,114.00</b>

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**Job Subtotal** **\$2,637.50**

**Total this Invoice** **\$2,637.50**

	Current	Prior	Total	Received	A/R Balance
<b>Invoiced to Date</b>	<b>2,637.50</b>	<b>40,756.42</b>	<b>43,393.92</b>	<b>36,395.92</b>	<b>6,998.00</b>

**Outstanding Invoices**

Invoice	Date	Balance
10	12/8/2020	4,360.50
<b>Total</b>		<b>4,360.50</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Karen Chandler, your Barr project manager, at (952) 832-2813 or email at [kchandler@barr.com](mailto:kchandler@barr.com).

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PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

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# INVOICE

Barr Engineering Co.  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
Phone: 952-832-2600; Fax: 952-832-2601  
FEIN #: 41-0905995 Inc: 1966

Mr. Daryl Jacobson  
Black Dog WMO  
City of Burnsville  
13713 Frontier Court  
Burnsville, MN 55337-4720

December 25, 2020  
Invoice No: 23190375.20 - 8

<b>Total this Invoice</b>	<b>\$574.00</b>
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**Regarding: Orchard Lake 2020 Water Quality Monitoring**

**Professional Services from November 28, 2020 to December 25, 2020**

Job:	ORCH	Orchard Lk 2020 Monitoring
Task:	100	Monitoring, Data Mgmt and Proj Mgmt

**Labor Charges**

	Hours	Rate	Amount
Engineer / Scientist / Specialist II			
Menken, Kevin	.50	120.00	60.00
Technician II			
Kwiatkoski, Brian	.40	100.00	40.00
Technician I			
Hankard, Madeline	.30	80.00	24.00
Melmer, David	5.00	90.00	450.00
	6.20		574.00
<b>Subtotal Labor</b>			<b>574.00</b>
		<b>Task Subtotal</b>	<b>\$574.00</b>
		<b>Job Subtotal</b>	<b>\$574.00</b>
		<b>Total this Invoice</b>	<b>\$574.00</b>

	Current	Prior	Total	Received	A/R Balance
<b>Invoiced to Date</b>	<b>574.00</b>	<b>14,405.03</b>	<b>14,979.03</b>	<b>14,405.03</b>	<b>574.00</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Kevin Menken, your Barr project manager, at (952) 832-2794 or email at [kmenken@barr.com](mailto:kmenken@barr.com).

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

**CAMPBELL KNUTSON**  
**Professional Association**  
**Attorneys at Law**  
**Federal Tax I.D. #41-1562130**  
**Grand Oak Office Center I**  
**860 Blue Gentian Road, Suite 290**  
**Eagan, Minnesota 55121**  
**(651) 452-5000**

Black Dog Watershed Management Organization  
Attention: Daryl Jacobson  
City of Burnsville  
100 Civic Center Parkway  
Burnsville MN 55337-3817

Page: 1  
December 31, 2020  
Account # 602-0000G  
359

RE: GENERAL SERVICES  
RENDERED TO DATE:

			HOURS	
12/21/2020	JJJ	Review agenda and Board meeting.	0.50	85.00
		AMOUNT DUE	0.50	85.00
		TOTAL CURRENT WORK		85.00
		PREVIOUS BALANCE		\$170.00
01/12/2021		Payment - thank you		-170.00
		TOTAL AMOUNT DUE		<u>\$85.00</u>

OK  
  
1/13/21

Amounts due over 30 days will be subject to a finance charge of  
.5% per month (or an annual rate of 6%). Minimum charge - 50 cents.

**INVOICE****Invoice No:**  
**Invoice Date:**  
**Page:**0001118022  
12/21/20  
1 of 1**Please Remit To:**Metropolitan Council  
Environmental Services  
PO Box 856513  
Minneapolis MN 55485-6513  
United States**Customer Number:**

7100

**Payment Terms:**

Due 30 dys

**Due Date:**

1/20/21

**Bill To:**BLACK DOG LAKE WATERSHED MGMT ORG  
LINNEA WIER / TERRY SCHULTZ  
c/o City of Burnsville  
13713 Frontier Ct  
Burnsville MN 55337-4720  
United States**AMOUNT DUE:****\$ 3,040.00 USD**

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**Amount Remitted**For account questions: [metcar@metc.state.mn.us](mailto:metcar@metc.state.mn.us)

Line	Identifier	Description	Quantity	UOM	Unit Amt	Original
						Net Amount
1	CAMP	Citizen-Assist-Monitor-Prj	1.00	EA	3,040.00	3,040.00

Quantity of lake sites: 4 at \$760 each.

**Subtotal:**

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3,040.00


Contract: 20R008

Quantity of lake sites: 4 at \$760 each.  
2020 Citizen-Assisted Monitoring ProgramFor questions about this bill, please contact Brian Johnson at 651-602-8743 or [Brian.Johnson@metc.state.mn.us](mailto:Brian.Johnson@metc.state.mn.us).

ANY UNPAID BALANCE OVER 30 DAYS FROM DATE OF INVOICE WILL BE SUBJECT TO A FINANCE CHARGE AT THE RATE OF 1.5% PER MONTH (18% PER YEAR)

**Amount Due:****\$ 3,040.00**

OK  
12-29-20





**BLACK DOG WMO**  
**CASH ACTIVITY REPORT 2020**

					Expenditures:											
Date	Description	Deposits	Check #	Check Amount	Monthly Cash Balance	General Engineering Support	Special Projects (General)	Special Projects (Capital)	Insurance	Legal & Audit	Admin Support	Public Education	Water Quality Monitoring	Conf Public	Contingency	
Balance as of 12/31/19					538,405.58											
15-Jan	Barr Engineering Co (2019)		1713	2,283.50		1,875.00	408.50	-					-			
15-Jan	Campbell Knutson (2019)		1714	224.00						224.00						
15-Jan	City of Burnsville (2019)		1715	19,296.23							19,296.23					
31-Jan	Interest Income	625.10														
01/31/20 Balance		625.10		21,803.73	517,226.95	1,875.00	408.50	-	-	224.00	19,296.23	-	-	-	-	
19-Feb	Barr Engineering Co		1716	8,012.38		1,605.38	449.50	-				1,138.00	4,819.50			
19-Feb	Campbell Knutson		1717	666.40						666.40						
19-Feb	Dakota County Soil & Water (2019)		1718	1,815.00			1,500.00	-				315.00				
29-Feb	Interest Income	532.69														
02/28/20 Balance		532.69		10,493.78	507,265.86	1,605.38	1,949.50	-	-	666.40	-	1,453.00	4,819.50	-	-	
31-Mar	Interest Income	494.67														
03/31/20 Balance		494.67		-	507,760.53	-	-	-	-	-	-	-	-	-	-	
15-Apr	Barr Engineering		1719	6,698.00		2,380.00	1,016.00	629.00				765.00	1,908.00			
15-Apr	Campbell Knutson		1720	273.00						273.00						
15-Apr	Barr Engineering		1721	6,350.00		1,782.50	2,266.00	85.00				1,781.50	435.00			
15-Apr	Campbell Knutson		1722	95.00						95.00						
30-Apr	Interest Income	241.36														
04/30/20 Balance		241.36		13,416.00	494,585.89	4,162.50	3,282.00	714.00	-	368.00	-	2,546.50	2,343.00	-	-	
20-May	Barr Engineering		1723	11,997.49		7,668.54	1,968.45	-				1,535.50	825.00			
20-May	Campbell Knutson		1724	595.00						595.00						
20-May	Dakota County Soil & Water Conservation		1725	2,075.00		-	-	-				2,075.00	-			
31-May	Interest Income	87.76														
05/31/20 Balance		87.76		14,667.49	480,006.16	7,668.54	1,968.45	-	-	595.00	-	3,610.50	825.00	-	-	
17-Jun	Campbell Knutson		1727	323.00						323.00						
17-Jun	Void		1728	-											-	
17-Jun	Barr Engineering		1729	4,443.15		1,923.50	2,249.65	-				270.00	-			
30-Jun	Interest Income	12.49														
06/30/20 Balance		12.49		4,766.15	475,252.50	1,923.50	2,249.65	-	-	323.00	-	270.00	-	-	-	
15-Jul	Barr Engineering		1730	4,940.28		1,689.00	3,197.28	-				54.00	-			
15-Jul	Campbell Knutson		1731	306.00						306.00						
15-Jul	League of MN Cities Insurance Trust		1732	2,812.00					2,812.00							
31-Jul	Interest Income	8.09														
07/31/20 Balance		8.09		8,058.28	467,202.31	1,689.00	3,197.28	-	2,812.00	306.00	-	54.00	-	-	-	
5-Aug	City of Lakeville	29,773.00														
11-Aug	City of Apple Valley	12,110.00														
11-Aug	City of Eagan	568.00														
21-Aug	City of Burnsville	110,549.00														
31-Aug	Interest Income	9.23														
08/31/20 Balance		153,009.23		-	620,211.54	-	-	-	-	-	-	-	-	-	-	

**BLACK DOG WMO**  
**CASH ACTIVITY REPORT 2020**

Date	Description	Deposits	Check #	Check Amount	Monthly Cash Balance	Expenditures:		Insurance	Legal & Audit	Admin Support	Public Education	Water Quality Monitoring	Conf Public	Contingency
						General Engineering Support	Special Projects (General)	Special Projects (Capital)						
16-Sep	Barr Engineering		1733	11,566.10		2,757.00	6,877.10	-			288.00	1,644.00		
16-Sep	Campbell Knutson		1734	323.00					323.00					
16-Sep	Dakota County Soil & Water Conserv Dist		1735	8,475.00			-	-			8,475.00			
16-Sep	MMKR		1726	5,084.00			-	-	5,084.00		-			
30-Sep	Interest Income	10.17												
<b>09/30/20 Balance</b>		10.17		25,448.10	<b>594,773.61</b>	2,757.00	6,877.10	-	-	5,407.00	-	8,763.00	1,644.00	-
21-Oct	Barr Engineering		1736	6,646.15		1,932.00	4,602.65	-				111.50		
21-Oct	Campbell Knutson		1737	1,094.00					1,094.00					
21-Oct	ECM Publishers		1738	25.50		-							25.50	
31-Oct	Interest Income	10.03												
<b>10/31/20 Balance</b>		10.03		7,765.65	<b>587,017.99</b>	1,932.00	4,602.65	-	-	1,094.00	-	111.50	25.50	-
18-Nov	Barr Engineering		1739	4,717.90		1,699.50	3,018.40	-				-		
18-Nov	Campbell Knutson		1740	306.00					306.00					
18-Nov	Dakota County Soil & Water Conserv Dist		1741	4,895.00			4,500.00	-			395.00			
30-Nov	Interest Income	9.63												
<b>11/30/20 Balance</b>		9.63		9,918.90	<b>577,108.72</b>	1,699.50	7,518.40	-	-	306.00	-	395.00	-	-
16-Dec	Barr Engineering		1742	4,360.50		1,516.00	2,844.50	-				-		
16-Dec	Campbell Knutson		1743	170.00					170.00					
16-Dec	Innovative Office Solutions		1744	115.22									-	115.22
7-Dec	League of MN Cities	511.00							(511.00)					
31-Dec	Interest Income	9.92												
<b>12/31/20 Balance</b>		520.92		4,645.72	<b>572,983.92</b>	1,516.00	2,844.50	-	(511.00)	170.00	-	-	-	115.22
<b>Total Revenue</b>		155,562.14	<b>Total Expense</b>		120,983.80	26,828.42	34,898.03	714.00	2,301.00	9,459.40	19,296.23	17,092.00	9,743.00	25.50
<b>Less: 2019 A/R</b>		-	<b>Less: 2019 A/P</b>		(23,618.73)	(1,875.00)	(1,908.50)	-	-	(224.00)	(19,296.23)	(315.00)	-	-
<b>December LMC insurance reclass</b>		(511.00)			(511.00)									
<b>Total YTD 2020 Revenue</b>		155,051.14	<b>Total YTD 2020 Exp</b>		96,854.07	24,953.42	32,989.53	714.00	2,301.00	9,235.40	-	16,777.00	9,743.00	25.50
			<b>2020 Budget</b>		145,700.00	31,000.00	46,500.00	-	3,000.00	8,400.00	18,000.00	17,900.00	15,400.00	500.00
			<b>Budget Remaining</b>		48,846.00	6,047.00	13,510.47	(714.00)	699.00	(835.40)	18,000.00	1,123.00	5,657.00	474.50

# BLACK DOG WATER MANAGEMENT COMMISSION

## Budget Performance Report

December 31, 2020

(as of December 31, 2020)

	CURRENT MONTH	YEAR TO DATE			
	ACTUAL	GENERAL FUND BUDGET	CAPITAL IMPROVEMENT FUND BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
<b>Opening Fund Balance</b>		\$ 415,753	\$ 100,849	\$ 514,787	
<b>REVENUES :</b>					
<b>Member Contributions:</b>					
City of Apple Valley	\$ -	\$ 10,376	\$ 1,734	\$ 12,110	\$ -
City of Burnsville	-	94,293	16,256	110,549	-
City of Eagan	-	568	-	568	-
City of Lakeville	-	25,763	4,010	29,773	-
Total Member Contributions	-	131,000	22,000	153,000	-
<b>Other Revenues:</b>					
Interest	\$ 10	\$ 40	\$ -	\$ 2,051	\$ 2,011
Grant (State of MN BWSR)	-	-	-	-	-
Total Other Revenue	10	40	-	2,051	2,011
<b>Total Revenues</b>	<b>\$ 10</b>	<b>\$ 131,040</b>	<b>\$ 22,000</b>	<b>\$ 155,051</b>	<b>\$ 2,011</b>
<b>EXPENDITURES :</b>					
General Engineering Support	\$ 1,516	\$ 31,000	\$ -	\$ 24,953	\$ 6,047
Special Projects - General Fund	2,845	46,500	-	32,990	13,510
Special Projects - Capital Improvement Fund	-	-	-	714	(714)
Insurance	(511)	3,000	-	2,301	699
Legal and Audit	170	8,400	-	9,235	(835)
Administrative Support	-	18,000	-	-	18,000
Public Education	395	17,900	-	16,777	1,123
Water Quality Monitoring	-	15,400	-	9,743	5,657
Conference/Publications	-	500	-	26	475
Contingency	115	5,000	-	115	4,885
<b>Total Expenditures</b>	<b>4,530</b>	<b>145,700</b>	<b>-</b>	<b>96,854</b>	<b>48,846</b>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(4,520)	(14,660)	22,000	58,197	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES PLUS OPENING FUND BALANCE				572,984	
TOTAL CASH AVAILABLE 12/31/2020	572,984				
<b>Fund Balance 12/31/2020</b>	<b>\$ 572,984</b>				

## Memorandum

**To:** Black Dog Watershed Management Organization Commissioners  
**From:** Greg Williams and Karen Chandler, Barr Engineering Co.  
**Subject:** Stakeholder Engagement Plan for 2022 Watershed Management Plan Update –  
Revised January 11, 2021  
**Date:** January 11, 2021  
**Project:** 23191455.00

In developing its 2022 Watershed Management Plan (Plan), the Black Dog Watershed Management Organization (BDWMO) has an opportunity to engage and receive input from a broad group of stakeholders within the watershed. The methods by which the BDWMO will engage stakeholders during Plan development are described in this stakeholder engagement plan.

The commission approved a previous version of this stakeholder engagement plan on December 21, 2020. That version omitted a public kickoff meeting in favor of an online survey, a decision based on previous guidance from the Board of Water and Soil Resources (BWSR). Subsequently, BWSR staff informed the BDWMO Administrator that an initial planning (public kickoff) meeting, described in MN Rules 8410.0045 Subp. 5, is required. Barr has revised the stakeholder engagement plan to include an initial planning meeting in addition to the online survey. Changes to the stakeholder engagement plan are shown in tracked changes in this memorandum. The addition of the initial planning meeting is expected to increase the overall Plan update project cost by \$1,200.

### **Requested BDWMO Commission action:**

1. Review the proposed changes to the stakeholder engagement plan and discuss, as needed.
2. Direct Barr to submit the stakeholder engagement plan to Minnesota Board of Water and Soil Resources staff for review and approval.
3. Approve the requested \$1,200 increase to the project budget to cover the cost of the initial planning (public kickoff) meeting.

## 1.0 Targeted Stakeholders

With consideration for current and past outreach efforts, the 2022 Plan stakeholder engagement efforts will focus on obtaining input from the stakeholders groups listed below. Parties listed in **bold** are referred to in Minnesota Rules 8410 as "Plan review agencies." Minnesota Rules 8410 also defines "Plan review authorities" as the Plan review agencies listed in **bold** and additional entities identified below in *italics*.

- *Cities: Apple Valley, Burnsville, Eagan, Lakeville*
- Residents – property owners and tenants
- Businesses and developers

- Lake associations
- Neighborhood organizations, faith based organizations, and community groups
- *Dakota County and the Dakota County Soil and Water Conservation District*
- State agencies including: the **Metropolitan Council**, **Minnesota Department of Agriculture** (MDA), **Minnesota Department of Health** (MDH), **Minnesota Department of Natural Resources** (MDNR), **Minnesota Pollution Control Agency** (MPCA), **Minnesota Board of Water and Soil Resources** (BWSR), and **MN Department of Transportation** (MnDOT).
- *Adjacent Watershed Management Organizations (WMOs): Egan-Inver Grove WMO, Lower Minnesota River WMO, Scott WMO, and Vermillion River Watershed Joint Powers Organization (these organizations will be notified of plan activity per Minnesota Rules 8410)*

## 2.0 Planned Stakeholder Engagement Activities

We recommend several concurrent strategies to obtain meaningful input from a diverse group of Plan stakeholders. These include stakeholder engagement strategies required by Minnesota Rules 8410 and additional strategies. The planned activities are listed below and described in the following sections.

- Plan update notification (see MN Rules 8410.0045 Subp. 3 and Subp. 4)
- Partner staff interviews
- Website updates
- Online survey (~~serving as public kickoff, see MN Rules 8410.0045 Subp. 5~~)
- Technical advisory committee workshops (see MN Rules 8410.0045 Subp. 2)
- Commission issue identification workshop
- Initial planning (public kickoff) meeting (see MN Rules 8410.0045 Subp. 5)
- Engagement at partner and/or community events (pending public health guidance)

Figure 1 presents a conceptualized stakeholder engagement process including the above activities.

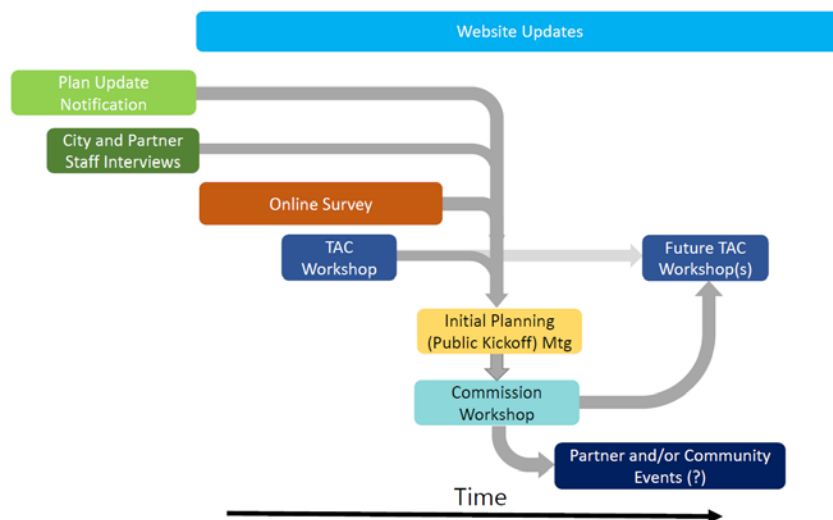


Figure 1 Flowchart of proposed stakeholder engagement activities

## 2.1 Plan Update Notification (completed)

**Target audiences:** plan review agencies; plan review authorities      **Schedule:** Fall 2020 (completed)

Per MN Rules 8410.0045 Subp. 3 and Subp. 4, a notification of the Plan update must be sent to the Plan review agencies and the Plan review authorities, respectively. On behalf of the BDWMO Commissioners, Barr distributed the Plan notification letter electronically on August 20, 2020 and requested a response by October 19, 2020. The notification requested that the recipients provide information about their respective priority issues, goals, and data relevant to the Plan updated. The BDWMO received responses from the following organizations:

- Dakota County
- Dakota Soil and Water Conservation District (SWCD)
- Minnesota Department of Natural Resources (MDNR)
- Minnesota Board of Water and Soil Resources (BWSR)
- Metropolitan Council

## 2.2 Partner Staff Interviews (completed)

**Target audiences:** member cities, Dakota County, Dakota SWCD      **Schedule:** Fall 2020 (completed)

As a joint powers watershed management organization, the effectiveness of the BDWMO is dependent upon partnership and collaboration with its member cities and the Dakota Soil and Water Conservation District (SCWD). On behalf of the Commissioners, Barr staff interviewed several partner staff to better understand the value of BDWMO services, primary issues facing BDWMO partners, and opportunities to improve working relationships. Barr staff contacted the following individuals:

- Samantha Berger (City of Apple Valley) – interviewed on September 16, 2020
- Jessica Schaum (City of Apple Valley) – interviewed on September 16, 2020
- Eric Macbeth (City of Eagan) – interviewed on September 21, 2020
- Ann Messerschmidt (City of Lakeville) – interviewed on September 23, 2020
- Mac Cafferty (City of Lakeville) – interviewed on September 23, 2020
- Caleb Ashling (City of Burnsville) – interviewed on September 24, 2020
- Jill Trescott (Dakota County) – interviewed on October 7, 2020

The information collected through these interviews was summarized in a memo and presented to the Commission at their October 15, 2020 meeting.

## 2.3 Website Updates

**Target audiences:** residents, businesses, community groups      **Schedule:** December 2020 – ongoing

The BDWMO will use its website to communicate important steps in Plan development. This information may include advertising and linking to the online survey (see Section 2.4) and providing opportunities for



stakeholders to review the results of engagement activities, draft Plan content, and details about the Plan development process. Website updates will include an email link to allow viewers to provide feedback (or leverage other applicable features made possible by the pending BDWMO website update).

## 2.4 Online Survey

**Target audiences:** residents, businesses, community groups      **Schedule:** December 2020 – ongoing

We recommend that the BDWMO website host an online survey to obtain information from residents, property owners, business owners, and other individuals who live, work, or recreate in the watershed. A survey provides a template to collect information from a large number of people with minimal labor. Hosting the survey online allows greater access. We recommend that the survey be relatively brief (less than 10 questions) to encourage participation and allow some or all of the survey questions to be asked during potential future face-to-face interactions with stakeholders (e.g., partner/community events). Draft survey questions for Commission consideration are attached to this memo.

Information obtained through the survey will inform identification of issues for the Plan and may be used to tailor future education and outreach strategies. The BDWMO will leverage existing member city communication tools (e.g., city newsletters, websites, and social media) to advertise the survey. The online survey will be heavily promoted during the initial phase of Plan development, although input may be considered throughout the project.

In consideration for public health, the survey is ~~intended replace the public kickoff meeting (required per MN Rules 8410.0045)~~ as an opportunity for the public may participate in identifying and prioritizing issues.

## 2.5 Technical Advisory Committee Workshops

**Target audience:** City staff, Dakota County, Dakota SWCD, plan review agencies      **Schedule:** January 2021 – ongoing

City staff from several BDWMO member cities and staff from the Dakota SWCD regularly attend BDWMO Commission meetings and are active partners in watershed management. In addition to this participation, Barr will work with the BDWMO Administrator to form and convene a Technical Advisory Committee (TAC) to meet during Plan development. The TAC will include member city staff, Dakota County and SWCD staff, as well as participants from plan review agencies (e.g., MDNR, MPCA), and other groups identified by the Commission. With assistance from the BDWMO Administrator, Barr will facilitate up to four meetings of the TAC during Plan development (virtual or in person depending on public health guidance). Meetings of the TAC may address:

- Identifying and prioritizing issues and resources to be addressed by the Plan
- Establishing and reviewing measurable goals
- Establishing and reviewing policy and performance standards

- Identifying and reviewing implementation strategies

Additional TAC meetings may be scheduled, as needed, to ensure that TAC participants have adequate opportunity to provide input on the 2022 Plan.

## **2.6 Initial Planning (Public Kickoff) Meeting**

**Target audience:** plan review agencies, cities, residents      **Schedule:** March-April 2021

Per MN Rules 8410.0045 Subp. 5, the BDWMO must hold an initial planning meeting presided over by the commissioners to receive, review, and discuss input. Written notification must be made to the plan review authorities and known stakeholders; the initial planning meeting must be legally noticed and comply with open meeting law requirements.

The initial planning meeting will be held as part of a regularly scheduled BDWMO Commission meeting (assumed to be a virtual meeting). Barr staff will present a brief introduction to the BDWMO Plan update process and present the results of stakeholder engagement activities performed to date. Questions and comments will be solicited from attendees using the virtual meeting chat or “raise hand” feature. Additional opportunities for stakeholders to provide input will also be noted.

## **2.6.2.7 Commissioner Issue Identification Workshop**

**Target audience:** BDWMO Commissioners      **Schedule:** April 2021

MN Rules 8410 require that watershed management organization plans identify priority issues and resources to be addressed during the life of the plan. Barr will host an issue identification workshop for BDWMO commissioners. Barr will present the summarized results of the completed stakeholder engagement efforts as they relate to the identification and prioritization of issues and resources, including the partner staff interview results, responses to the notification letter, online survey results, and TAC meeting input. Barr will identify similarities and differences relative to the issues identified in the 2012 Plan. Barr will lead a discussion among the commissioners seeking to confirm the priority issues and resources to be addressed in the 2022 Plan update. Barr will memorialized the results of the workshop in a memorandum.

## **2.7.2.8 Commissioner Issue Identification Workshop**

**Target audience:** BDWMO Commissioners      **Schedule:** April 2021

MN Rules 8410 require that watershed management organization plans identify priority issues and resources to be addressed during the life of the plan. Barr will host an issue identification workshop for BDWMO commissioners. Barr will present the summarized results of the completed stakeholder engagement efforts as they relate to the identification and prioritization of issues and resources, including the partner staff interview results, responses to the notification letter, online survey results, and TAC meeting input. Barr will identify similarities and differences relative to the issues identified in the 2012

Plan. Barr will lead a discussion among the commissioners seeking to confirm the priority issues and resources to be addressed in the 2022 Plan update. Barr will memorialized the results of the workshop in a memorandum.

### **2.82.9 Engagement at partner and/or community events**

**Target audience:** residents, businesses, community groups      **Schedule:** June 2021 – August 2021

Events focused on water resource management typically draw few attendees, and the attendees often have very specific/narrow concerns. Conversely, community events within the watershed present ready-made opportunities for BDWMO representatives (member city staff, Administrator, and/or Barr staff) to engage with a broader cross-section of potential stakeholders.

If public health guidance supports attending such events, BDWMO representatives will attend select community events to share information about the Plan update and solicit input from community members. Barr will prepare a large board and one-page handouts including a watershed map, a brief introduction to the BDWMO, and the Plan update process. BDWMO representatives will ask interested individuals questions similar to those developed for the online survey and document any feedback provided (or direct individuals to the online survey).

### Survey Questions:

1. Do you live, work, recreate, or own property within the Black Dog Watershed Management Organization (BDWMO) boundary (*map to be linked*)? If so, in what city? (*select all that apply*)

	Apple Valley	Burnsville	Eagan	Lakeville
Live				
Work				
Recreate				
Own property				

Other relationship to the BDWMO: \_\_\_\_\_

2. How do you interact with the water and natural resources (lakes, streams, wetlands, natural areas) in the BDWMO (e.g., wildlife watching, swimming, fishing)?
3. How important are each of the following to your quality of life in your community?

	Very important	Somewhat Important	A little important	No impact on my quality of life
Lakes				
Ponds				
Wetlands				
Natural Areas				
Groundwater				

4. How does the health of surface water, groundwater, and natural resources in the BDWMO affect you, your friends, or your community? (*open ended question*)
5. Of the following, what concerns you about the condition of the surface water, groundwater, and natural resources in the BDWMO? (*select all that apply*)

- Pollutants like road-salt, fertilizer and heavy metals entering surface- or groundwater
- Clarity of water
- Sediment filling in the water body
- Amount and/or diversity of aquatic plants
- Aquatic invasive species
- Health of the fishery
- Abundance and diversity of wildlife
- Erosion along stream banks or shorelines
- Amount of trash in or around the water body
- Inability to use the water body for recreation
- Impacts of climate change
- Flooding
- Stability of surface water levels
- Sustainability of groundwater supplies
- Other: \_\_\_\_\_

6. Are there surface water resources or natural areas in the BDWMO you would like to see improved? If so, how? (*open ended question*)
7. How willing are you to take the following actions around your home and yard to improve surface water and groundwater quality?

	Already do	Willing to do	Not willing to do
Pick up after your pet			
Sweep up fertilizer from sidewalks/hard surfaces			
Pick up litter and debris along your curb			
Use a rain barrel to capture and use rainwater			
Install a rain garden			
Reduce or eliminate salt use in winter			
Plant drought tolerant or no-mow grass seed			
Wash your car on the lawn or at a carwash			
Let your lawn grow longer (~3 inches or more)			
Participate in volunteer activities			
Direct gutter downspouts onto the lawn			
Keep grass clippings and leaves out of the street			

Are there other conservation actions you already perform? If so, note them here: \_\_\_\_\_

8. Please enter your email address if you would like to be contacted about any of the following (*select all that apply*):

- Updates on the 2022 Plan development process and future engagement opportunities
- Information about actions you can take to protect and improve water and natural resources

## Memorandum

**To:** Black Dog Watershed Management Organization Commissioners  
**From:** Greg Williams and Karen Chandler, Barr Engineering Co.  
**Subject:** Technical Advisory Committee for BDWMO Plan Development  
**Date:** January 8, 2021  
**Project:** 23191455.00

In developing its 2022 Watershed Management Plan (Plan), the Black Dog Watershed Management Organization (BDWMO) plans to convene a Technical Advisory Committee (TAC) as required in MN Rules 8410.0045 Subp. 2. The TAC will meet for the purpose of making recommendations on the Plan update.

Recommended points for TAC input during Plan development include, but are not limited to:

- Identification and prioritization of issues and resources
- Review of goals and policies
- Input and review of implementation activities and implementation coordination

MN Rules 8410.0045 Subp. 2 does not specifically identify those parties to be invited to participate in the TAC. Barr recommends that the Commission invite the following entities to participate:

- Member Cities – Environmental and/or engineering/public works staff)
- Dakota SWCD
- Dakota County – Valerie Grover, Groundwater Protection Unit Supervisor
- Metropolitan Council Environmental Services – Joe Mulcahy, Environmental Analyst
- Minnesota Board of Water and Soil Resources (BWSR) – Melissa King, Board Conservationist
- Minnesota Department of Health (MDH)
- Minnesota Department of Natural Resources (MDNR) – Taylor Huinker, South Metro Area Hydrologist
- Minnesota Pollution Control Agency (MPCA)

The individuals listed above identified themselves as TAC participants for their respective organizations in the responses to the Plan update notification letter. Others may be added to this list at the recommendation of the Commission. Note that individuals who are not part of the TAC may still be solicited for input and review throughout Plan development.

### **Requested BDWMO Commission action:**

1. Review the proposed TAC participant list, revise as desired, and identify specific individuals to invite to participate.
2. Direct Barr to invite individuals and organizations to participate in the TAC.





December 8, 2020

Mr. Daryl Jacobson  
Black Dog WMO  
City of Burnsville  
13713 Frontier Court  
Burnsville, MN 55337-4720

Dear Mr. Jacobson:

Enclosed are Barr Engineering Co.'s rate schedules for fiscal year 2021 (Barr's 2021 fiscal year runs from December 26, 2020 through December 31, 2021). Per the provisions of our contractual arrangement, these schedules are proposed as the basis for our 2021 work for the Black Dog Watershed Management Organization (BDWMO). In 2021, I will continue as the Principal-in-Charge and WMO Engineer for Black Dog WMO.

Please also accept this letter as notification that we have renewed our professional and general liability insurance. If our agreement with you requires that you receive a current insurance certificate, you should already have received that directly from our insurance representative. If you have not, or if you have any questions regarding our insurance coverages, please contact either Brian LeMon at 952-832-2774 or Greg Keil at 952-832-2874.

We remain committed to providing superior technical expertise, sound advice and attention to you and your organization's needs, and ask for your feedback if you feel we aren't measuring up to those goals. We appreciate your confidence in Barr and look forward to being of continued service. If you have any questions about our rate schedules or our work for you, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Karen L. Chandler". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Karen L. Chandler, PE  
Vice President

KLC/abm  
Enclosures



## Fee Schedule—2021

Rev. 12/26/2020

Description	Rate* (U.S. dollars)
Principal	\$160-295
Consultant/Advisor	\$185-250
Engineer/Scientist/Specialist IV	\$155-180
Engineer/Scientist/Specialist III	\$125-150
Engineer/Scientist/Specialist II	\$95-120
Engineer/Scientist/Specialist I	\$65-90
Technician IV	\$155-180
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$65-90
Support Personnel III	\$155-180
Support Personnel II	\$95-150
Support Personnel I	\$65-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses including, but not limited to, costs of transportation, lodging, parking, postage, shipping and incidental charges will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

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Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

\*Rates do not include sales tax on services that may be required in some jurisdictions.



# Rental Equipment Rate Schedule—2021

(Alphabetized)

(see general and end notes)

Rev. 12/26/2020

Sheet 1 of 9

Description

(U.S. dollars)

	Rate	Unit
<b>Non-Expendable Equipment</b>		
<i><b>Air Quality</b></i>		
Air Cooled M5 Probe/Oven Assembly	300.00	day
Ambient SO2 Monitor	100.00	day
Analytical Balance (each)	6.00	ea
Analyzer Filter Oven	15.00	day
Analyzer Support Kit (a.)	400.00	day
Anemometer	50.00	day
CO Analyzer	250.00	day
CO Cal Gases (set of 2)	40.00	day
CO/O2/CO2 Regulators (set of 2)	20.00	day
Data Logger	40.00	day
Digital Calibrator	30.00	day
Dilution Calibrator	200.00	day
Dual Pen Strip Chart	50.00	day
EPA 6 SO2 Analysis Kit	60.00	day
EPA Method 202 (per test)	130.00	test
EPA Method 25 (TGNMO) Sampling Train	250.00	day
EPA Method 3 ORSAT Analyzer	25.00	day
EPA Method 30B Probe	50.00	day
EPA Method 4	270.00	day
EPA Method 5 Sampling Train	400.00	day
EPA Method 5 Wet Test Meter Calibrator	240.00	day
Gas Conditioner	60.00	day
Heated Sample Line (100')	100.00	day
Heated Sample Line (150')	100.00	day
Heated Sample Line (50')	60.00	day
Hivol Ambient Sampler Calibration Kit	25.00	day
Hydrocarbon Calibration Gases	60.00	day
Hydrocarbon Regulator Set	30.00	day
Met Station Calibration Kit	120.00	day
Meteorological Station	1,000.00	month
Midget Impinger Sample Line	50.00	day
Midget Impinger Sampling Train	40.00	day
MKS Multi-Gas Analyzer	1,100.00	day
Model 302 Gas Chromatograph	367.00	day
NCASI Method 8A Train	250.00	day
NCASI Sample Train	50.00	day
NOx Analyzer	260.00	day
NOx Cal Gases (set of 2)	40.00	day
NOx/SO2 Regulators (set of 2)	25.00	day
O2/CO2 Analyzer	250.00	day
O2/CO2 Cal Gases (set of 2)	40.00	day
Ohio Lumex Mercury Analyzer	1,500.00	day
PM 10/2.5 In Stack Separators	100.00	day
PM10 BAM-1020	370.00	month



# Rental Equipment Rate Schedule—2021

(Alphabetized)

(see general and end notes)

Rev. 12/26/2020

Sheet 2 of 9

Description

(U.S. dollars)

	Rate	Unit
PM10 HiVol	120.00	month
Portable Oxygen Analyzer	40.00	day
Primary Standard Flow	60.00	day
Single Pen Strip Chart Recorder	35.00	day
SO2 Analyzer	300.00	day
SO2 Calibration Gas	40.00	day
SO2 Monitoring	1,600.00	month
SPM Flex	1,500.00	month
Testo 350 Portable Analyzer	270.00	day
Total Hydrocarbon Analyzer	400.00	day
TRS Kit	100.00	day
TSP Hi-Vol Sampler	30.00	day
Unheated Sample Line 100 ft.	40.00	day
Universal Control Console (Vost Meter)	250.00	day
Volumetric Air Flow Measure	60.00	day
Volumetric and Mass Flow Calibrator	100.00	day
<b>Field Equipment</b>		
1-1/2" Multi-Stage Pump	65.00	day
1-1/2" Submersible Purge Pump	35.00	day
360 Degree Camera	18.00	day
Alpha Water Bottle	3.00	ea
Arc Flash Label Printer	5.00	use
Area/Velocity Flow Meter	35.00	day
Auto Sampler w/Depth Sensor & Flowmeter	60.00	day
Automatic Sampler	30.00	day
Bladder Pump w/Controller	125.00	day
Conductivity Meter	17.50	day
Current Meter Suspension Kit	55.00	day
Data Transfer System (DTU)	22.00	day
Depth Sensor/Flow Meter only	30.00	day
Differential Pressure Datalogger	18.00	day
Disposable Vapor Manifold Kit w/o Pin	3.00	ea
Dissolved Oxygen Meter	40.00	day
Dissolved Oxygen Sensor/Datalogger	30.00	day
Dissolved Oxygen-Conductivity Meter	38.25	day
Ekman Dredge	6.00	day
Electric Vacuum Pump	10.00	day
Electromagnetic Flowmeter	65.00	day
Environmental Equipment Shelter	2.75	day
Field-Rugged Laptop or Pocket PC	25.00	day
Fluorometer Kit, Model 10-AU	240.00	day
Gas Centrifugal Pump	26.75	day
Gas Generator	29.00	day
Gator Diesel Air Compressor	60.00	day
GEM-2000 Landfill Gas Analyzer	150.00	day
Go-Pro Camera	20.00	day
Hand Held Velocity Flow Meter	40.50	day



# Rental Equipment Rate Schedule—2021

(Alphabetized)

(see general and end notes)

Rev. 12/26/2020

Sheet 3 of 9

Description

(U.S. dollars)

	Rate	Unit
Hand Vacuum Pump	2.30	day
Heavy-Duty Weed/Brush Trimmer	17.00	day
HOB0 Weather Station	21.00	day
Kemmerer Vertical Bottle Sampler	33.50	use
Level Troll-Water Level/Temp Transducer	75.00	day
LR-24 Electro-Fisher	200.00	day
Measurement & Control Datalogger	13.00	day
Oil, Water Interphase Probe	60.00	day
Orbital Shaker Table	105.00	day
Peristaltic Pump	35.00	day
Petite Ponar Dredge	14.50	day
PH Meter	27.75	day
Phipps & Bird Jar Tester	30.00	day
Pneumatic Slug Kit	9.00	day
Portable Colorimeter	55.00	day
Portable Doppler/TT Ultrasonic FlowMeter	69.00	day
Portable Field Scale	15.00	day
Portable Greenhouse Gas Analyzer	200.00	day
Portable SVE Blower	29.00	day
Power Cable for Sodar Equip (monthly)	167.00	month
Radon Monitor	62.00	day
RST SglChannel Vibrating Wire Datalogger	4.00	day
Sediment Corer (per sample)	5.75	ea
Seisgun	60.00	day
Shear Cell	419.00	day
Sodar Trailer (3 Month Minimum)	3,000.00	month
Soil Core Sampler/Bucket Auger	29.00	day
Soil Vapor Extraction System w/Trailer	135.00	day
Soil Vapor Recovery Parts (Point, Tubing, O-rings)	\$10	use
Soil Vapor Recovery System	\$40	day
Solar Panel Module w/Charge Controller	12.00	day
Sontek ADV(Acoustic Doppler Velocimeter)	140.00	day
Spectrometer UV/VIS Ocean Optics	115.00	day
Spill Containment Kit	10.00	day
Split Tube Soil Probe/Hand Auger	12.00	day
SteamPro ADCP	450.00	day
Submersible Pump SS W/Controller	125.00	day
Sub-Slab Vapor Sampling Kit	50.00	use
Temp, Level, Conductivity Meter (Solinst)	45.00	day
Temperature Datalogger	1.50	day
Tent	15.00	day
Turbidimeter	25.00	day
Turbidity Sensor w/Cable - DTS-12	43.00	day
Underwater Viewing Camera	60.00	day
Unmanned Aircraft System (UAS)	160.00	hour
UV Organics Monitor	22.00	day
Vapor Pin	7.50	ea



# Rental Equipment Rate Schedule—2021

(Alphabetized)

(see general and end notes)

Rev. 12/26/2020

Sheet 4 of 9

Description

(U.S. dollars)

	Rate	Unit
Vapor Sampling Manifold	4.00	use
Vibra-Coring System (for Pontoon)	500.00	day
Vibra-Coring System for Jon Boat	150.00	day
VW Piezometer/Data Logger Combo	200.00	use
Water Quality Meter (YSI 556 MPS)	85.00	day
Water Quality Meter (YSI ProDSS)	150.00	day
Well Downrigger	13.00	day
Well Level Indicator	22.00	day
WTW 1970i Conductivity Meter	85.00	day
X-Ray Fluorescence Analyzer	380.00	day
Zooplankton	145.00	day
Zooplankton Net	7.00	day
<b>GSHM Hardware and Software</b>		
AMTS Protective Enclosure	100.00	month
Chemcad	38.00	hour
Logger Box - CR6/CR1000	100.00	month
Three Single Channel Loggers and VW Crack Gages	200.00	month
Three Single Channel Logger and VW Crack Gage	100.00	month
Geomos Alarm Package	250.00	month
GeoMoS Total Station Control Software	500.00	month
I-Site Software	63.00	hour
Logger Box - CR300	50.00	month
Metsim	35.00	hour
MineSight Software	50.00	hour
Scanning AMTS Package	1,000.00	month
Tablet Computer	15.00	day
Total Station Monitoring Package	2,000.00	month
VDM Site License Rental Fee-1 Site License	10.00	month
Vibration System	1,000.00	day
Vista Data Vision, Presentation Software	150.00	month
Vulcan Software	50.00	hour
Weekly AMTS Active Monitoring	1,000.00	week
Weekly AMTS Inactive Monitoring	250.00	week
Wi-Fi Hotspot	4.00	day
Wireless Vibration Sensor (CX-1)	700.00	month
Wireless Vibration Sensor Base (SNA-1)	1,200.00	month
<b>Materials and Testing</b>		
Borehole Camera System	200.00	day
Brass Sieve Set	6.00	day
Chlorophyll a (CHL a)	60.00	day
Coarse Sieve Set	10.00	day
Concrete Air Meter	36.00	day
Concrete Test Hammer	40.50	day
Cordless Portable Band Saw	30.00	day
Cyre Sampler	150.00	day
Cyre Sampler Push Frame	100.00	day
DL Plus Ultrasonic Kit	62.00	day





# Rental Equipment Rate Schedule—2021

(Alphabetized)

(see general and end notes)

Rev. 12/26/2020

Sheet 5 of 9

Description

(U.S. dollars)

	Rate	Unit
Double Ring Infiltrometer	65.00	day
Dual-Mass Dynamic Cone Penetrometer	50.00	day
Dye Penetrant Kit	22.00	day
Filter Press	160.00	day
Flat Plate Dilatometer	500.00	day
GeoKon Black Handheld VW Reader	20.00	day
Geomil VST Electrical Vane Tester	50.00	test
Hand Vane Shear	98.50	day
Heavy-Duty Balance	16.00	day
Hilti Hammer Drill	25.00	day
Horizontal Sample Ejector	29.50	day
In-Place Inclinator (IPI) System	47.50	day
IPI System Data Acquisit Auxiliary Station	16.00	day
IPI System Data Acquisition Base Station	20.00	day
Kessler Field Moisture Oven	45.00	day
Liquid Limit Set	7.50	day
Load Plate Apparatus	230.00	day
Magnetic Crawler	48.00	day
Magnetic Particle Kit	38.00	day
Manual Extensometer (Slideminder)	32.00	day
Metal Thickness Gauge	50.00	day
Minimate Plus Blast Monitor	100.00	day
MPD Infiltrometer - Triple Kit	61.00	use
Paint Thickness Gauge	15.00	day
Phytoplankton	145.00	day
Platform Beam Scale	14.75	day
PLC Lab	10.00	hour
PLC Lab	25.00	half day
PLC Lab	40.00	day
Point Load Testing System	100.00	day
Portable CPT	200.00	day
Power Auger	43.00	day
Proctor Set	4.50	day
Proving Ring Penetrometer	36.00	day
Resistivity Meter (Ultra Mini-Res)	110.00	day
SAA Field Power Unit	25.00	day
Sample Splitter	5.00	day
Sand Cone Set	10.00	day
Shaw Backpack Core Drill	450.00	day
Silverwing Crawler	400.00	day
SINCO Inclinator Probe	200.00	day
Soluble Reactive Phosphorus	28.00	day
Steel Inspection Kit #1	100.00	day
Steel Inspection Kit #2	300.00	day
Thermal Imaging Camera, Flir E60	170.00	day
Torvane Shear Device	2.50	day
Total Dissolved Phosphorus	30.00	day



# Rental Equipment Rate Schedule—2021

(Alphabetized)  
(see general and end notes)

Rev. 12/26/2020

Sheet 6 of 9

Description

(U.S. dollars)

	Rate	Unit
Total Nitrogen (TN)	40.00	day
Total Phosphorus (TP)	23.00	day
Vane Inspection Kit	19.00	day
Vertek CPT Equipment	593.00	day
Vibrating Wire Logger SINCO VW2104	24.00	day
Water Treatment Lab	200.00	day
Weld Inspection Equipment	12.00	day
<b>Safety</b>		
3M PAPR (powered Air Purifying Respirator)	19.00	day
Aerosol Monitor (PDR-1000)	67.75	day
Automatic External Defibrillator (AED)	14.00	day
Calibration Gas Kit	8.75	day
Cell Booster	6.00	day
CO Monitor (ISC T82)	36.00	day
Confined Space Rescue Retrieval Kit	295.00	day
Confined Space Ventilator	54.75	day
Detector Tube Pump	15.00	day
Diesel Particulate Monitor Kit FLIR	200.00	day
Dry Cell Air Flow Calibrator	50.00	day
Emergency Escape Breathing Apparatus	18.00	day
Flame Ionization Detector TVA1000	133.00	day
Flotation Worksuit	19.75	day
Full Face Respirator	8.00	day
H2S Meter (I.S.C T40)	27.00	day
Half-Face Respirator	6.00	day
Helium Detector	55.00	day
InReach Satellite Communication Device	10.75	day
MX4 - O2, LEL, H2S, & CO 4 Gas Meter	45.00	day
Personal Air Sampling Pump (SKC)	38.00	day
Photoionization Detector 10.6eV Lamp	110.00	day
Photoionization Detector 11.7eV Lamp	130.00	day
RKI Eagle-2 Multi-gas Monitor	105.00	day
Satellite Phone	13.35	day
Self-Retracting Lifeline - 30'	56.00	day
Sound Level Meter	48.75	day
Spot Messenger Device	5.85	day
Supplied Air Breathing W/SCBA	75.50	day
Traffic Control Signs	2.10	day
UltraRAE 3000 Photoionization Detector	150.00	day
<b>Survey</b>		
Aquatic Invasive Species Decon System	170.00	day
Bathymetry Survey System - Odom	524.00	day
Canoe	32.00	day
Cellular Modem	100.00	month
Cellular Modem Antenna	25.00	month
Centimeter Grade Differential GPS System	145.00	day
Chain Saw	23.00	day



# Rental Equipment Rate Schedule—2021

(Alphabetized)  
(see general and end notes)

Rev. 12/26/2020  
Sheet 7 of 9

Description

(U.S. dollars)

	Rate	Unit
Communication Radios (Set)	17.75	day
Differential GPS System (Trimble)	110.00	day
Garmin GPS	12.00	day
GPS-Digital Camera Kit	22.00	day
Hand Ice Auger	7.00	day
iPad with R1 GPS Receiver	50.00	day
Iron Locator	17.50	day
Jon Boat & Trailer	62.00	day
Kayak	44.00	day
Laser Range Finder	87.00	day
LCD Depth Locator	11.50	day
Leica HDS ScanStation P20 or P40	125.00	hour
Leica Scanner RTC 360	68.00	hour
Leica Structural Monitoring AMTS	97.00	day
Outboard Motor	46.50	day
Pontoon Boat Coring Platform	240.00	day
Power Ice Auger	30.00	day
Real-Time Kinematic (RTK) GPS Survey Sys	28.00	hour
Robotic Total Station	28.00	hour
Side Scanning Depth Finder	75.00	day
Spectra Laser Level	25.00	day
Survey Set (Level, Tripod, Rod)	20.75	day
Trolling Motor and Battery	48.00	day
Utility Locator	41.00	day
Z-Boat Bathymetry Survey System	150.00	hour
<b>Vehicles and Trailers</b>		
4WD All-Terrain Vehicle (Ranger)	89.50	day
Air Sampling Trailer	110.00	day
Heavy Trailer Mileage	0.25	mile
Tracked All-Terrain Vehicle (Ranger)	325.00	day
Utility Trailer	35.00	day
Barr-owned Field Vehicle Use	90.00	day
Vehicle - Personal (b)	72.50	day
Vehicle (Mileage)	IRS rate	mile
Yakima Canoe Trailer	35.00	day
<b>Communications and Imaging</b>		
Digital Camera	12.00	day
Video Camera	20.00	day
<b>Expendable Field Supplies</b>		
1 Liter Hazmat Cooler Packaging	90.70	ea
1/4" ID PVC Tubing (per foot)	0.30	foot
1/4" ID Silicone Pump Tubing (per foot)	2.60	foot
1/4" Teflon Tubing for Vapor Manifold	4.80	foot
2 Liter Hazmat Cooler Packaging	118.70	ea
250 ML Disposable Filtration Apparatus	15.20	ea
3/8" ID PVC Tubing (per foot)	0.40	foot
3/8" ID Silicone Pump Tubing (per foot)	8.30	foot



## Rental Equipment Rate Schedule—2021

(Alphabetized)

(see general and end notes)

Rev. 12/26/2020

Sheet 8 of 9

Description

(U.S. dollars)

	Rate	Unit
3/8" Teflon Tubing for Vapor Manifold	8.10	foot
3M Airstream P100 PAPR Filter (each)	49.50	ea
3M Versaflo P100 PAPR Filter (each)	49.00	ea
4-mil Quart Recloseable Bag (pack of 50)	5.40	pack
5-Gallon Hazmat Packaging	22.10	ea
500-ML Disposable Filtration Apparatus	24.60	ea
5-Gallon Pail w/Lid	9.10	ea
Bladder Pump Tubing 1/4" (per foot)	1.50	foot
Compressed Nitrogen (ea. 84 CF "Q tank")	20.84	ea
Core Tubing - 3" Aluminum	4.30	foot
Detector Tubes (each)	16.30	ea
Distilled Water (each 1 gallon)	1.80	ea
Dot Gloves (pair)	0.90	ea
Encore Sampler - 5 or 25 Gram	12.25	ea
Fabric Soil Sample Bag (each)	1.70	ea
Fence Post & Hardware for Stream Gauges	7.00	ea
Field Book/Construction Diary - Large	26.90	ea
Field Book/Construction Diary - Small	8.50	ea
Hydrochloric Acid - per Liter	8.00	ea
Ice (per bag)	2.50	ea
In-Line Groundwater Filter	23.20	ea
Knit Gloves, Nitrile Coated	2.40	pair
Knit Gloves, Nitrile Coated, Insulated	6.10	pair
Latex Boot Covers (pair)	7.30	pair
Lath, 4' (bundle of 50)	41.70	bundle
Leather Gloves (pair)	13.20	pair
Lock (ea)	15.80	ea
Nitrile Gloves - Heavy Duty (pair)	2.20	pair
Paper Towels (per roll)	2.40	roll
Pin Flagging - per bundle 100	10.70	bundle
Poly-Coated Tyvek Coverall (each)	17.40	ea
Polyethylene Tubing for Bladder Pump, 1/4"	0.20	foot
Powder Pillow Pack for Colorimeter	1.90	ea
PVC Coated Heavy Winter Gloves (pair)	12.10	pair
RAE-Sep Benzene Separation Tube	11.00	ea
Replacement Bladder Kit for QED Pump	23.40	ea
Respirator Cartridges - OVAG (pair)	23.30	pair
Respirator Cartridges - Particulate (pair)	7.80	pair
Rock Chip Tray	2.50	ea
Roll Flagging - 150'	2.80	ea
Saranex Tyvek Coverall (each)	41.60	ea
Snap Top Sediment Container - 8 oz.	1.10	ea
Spray Paint (each)	4.90	ea
Staff Gauge (each)	59.10	ea
Stakes (bundle of 50)	20.80	bundle
Surgical Gloves - Thin Nitrile (pair)	0.30	pair
Tyvek Boot Covers (pair)	1.50	pair



## Rental Equipment Rate Schedule—2021

(Alphabetized)

(see general and end notes)

Rev. 12/26/2020

Sheet 9 of 9

Description

(U.S. dollars)

	Rate	Unit
Tyvek/Kleenguard Coverall (each)	2.60	ea
Vapor Pin - Permanent Install Kit	100.50	ea
Versaflo OVAG/P100 PAPR Filter (each)	156.80	ea
Weighted Disposable Bailer	5.90	ea
Whirl-Pak Headspace Bags (per 50 bags)	14.60	pack
Winter Glove Liner, Blue Knit (pair)	2.40	ea
Zooplankton Bottle	2.20	ea

General Notes: Applicable to all Equipment Listed on this Schedule

- 1.) Minimum rental period is 0.5 days unless noted.
- 2.) Rental charges begin on the first day the equipment is used on a project.
- 3.) Rental charges end on the last day the equipment is used on a project.
- 4.) A 25 percent weekly rate discount will apply to equipment rented on a daily basis for 5 or more days
- 5.) A 40 percent monthly discount will apply to equipment rented on a daily basis for 20 or more days.
- 6.) Equivalent equipment/models may be substituted for the items listed.

End Notes: Applicable to Only the Equipment Noted

- a.) Analyzer Support Kit includes the following: Airflow Kit, Heated Sample Line (50'), Heated Sample Line (100'), Gas Conditioner, Heated Filter Box, Single Pen Recorder, Dual Pen Strip Chart, Data Logger, C3/C4 Cal Gases (set), NO<sub>x</sub>/SO<sub>2</sub> Cal Gases (set), CO Cal Gases (set), CO<sub>2</sub>/O<sub>2</sub> Cal Gas (set of 2), SO<sub>2</sub> Cal Gas (set of 2), C3 Regulator Set, NO<sub>x</sub>/SO<sub>2</sub> Regulators (set of 2), and CO/CO<sub>2</sub>/O<sub>2</sub> Regulators (set of 2).
- b.) Employee personal vehicles subjected to field, off-site, transport or other severe duty.
- c.) Used prisms.



## Copy Production Rate Schedule—2021

Rev. 12/26/2020  
Sheet 1 of 1

Description

(U.S. dollars)

	Rate	Unit
<b>Reproduction, Printing/Plotting, Miscellaneous</b>		
3-Ring Binder, 1/2"	2.00	ea
3-Ring Binder, 1"	3.50	ea
3-Ring Binder, 1-1/2"	3.75	ea
3-Ring Binder, 2"	4.25	ea
3-Ring Binder, 2-1/2"	4.75	ea
3-Ring Binder, 3"	5.25	ea
3-Ring Binder, 4"	8.25	ea
3-Ring Binder, 11" x 17"	24.00	ea
B&W Copies or Prints	0.08	copy
CD Holders	0.85	ea
Color Copies or Prints	0.50	copy
Color Plotter (HP755/3500 Bond)	2.00	sq ft
Color Plotter (HP755/3500 Photograph)	4.00	sq ft
Faxes	0.75	ea
Laminated Pocket Sheets	0.50	ea
Photo Copies (large format)	1.00	copy
Postage	1.00	ea
Report Binding	2.25	ea
Tabs	0.50	ea

**JOINT POWERS AGREEMENT BETWEEN  
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND  
THE BLACK DOG WATERSHED MANAGEMENT ORGANIZATION  
FOR EDUCATION, OUTREACH, AND TECHNICAL ASSISTANCE**

**THE PARTIES TO THIS AGREEMENT** are the Dakota County Soil and Water Conservation District, a political subdivision of the State of Minnesota (SWCD) and the Black Dog Watershed Management Organization, a political subdivision of the State of Minnesota (BDWMO). This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

**NOW THEREFORE**, the parties, in joint and mutual exercise of their powers, agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the BDWMO for education, outreach, and technical assistance services to be provided by the SWCD to the BDWMO as more fully described herein.
2. **TERM.** This Agreement shall be in effect as of January 1, 2021, notwithstanding the dates of the signatures of the parties, and shall remain in effect until December 31, 2021, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. **SCOPE OF SERVICES.** SWCD agrees to provide BDWMO with education, outreach and technical assistance services as provided in the *2020 SWCD Work Plan and Budget Prepared for Black Dog Watershed Management Organization*, which is attached and incorporated herein as Exhibit 1.  
  
In the event of a conflict between the terms of this Agreement and Exhibit 1, the terms of this Agreement shall govern.
4. **TOTAL COST.** The total amount to be paid by the BDWMO for all services provided pursuant to this Agreement shall not exceed \$30,255.00. The BDWMO shall pay SWCD for purchased services at the rates set out in Exhibit 1.
5. **TIME OF PAYMENT.** The BDWMO shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the BDWMO shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the BDWMO shall make payment within 35 days.
6. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The BDWMO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the BDWMO from questioning the propriety of the claim. The BDWMO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
7. **PAYMENT UPON EARLY TERMINATION.** In the event this Agreement is terminated before the completion of services, the BDWMO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payments exceed the BDWMO's total cost under this Agreement.
8. **COMPLIANCE WITH LAWS/STANDARDS.** SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which SWCD is responsible.
9. **INDEPENDENT CONTRACTOR STATUS AND EMPLOYEE STATUS.** Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

10. SUBCONTRACTING. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting party shall be responsible for the performance of its subcontractors unless otherwise agreed.
11. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
12. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by their respective Boards. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To SWCD:  
Brian Watson, District Manager  
Dakota County SWCD  
4100 220<sup>th</sup> Street West, Suite 102  
Farmington, MN 55024  
Telephone: (651) 480-7778

To BDWMO:  
Roger Baldwin or successor, Chair  
BDWMO  
100 Civic Center Parkway  
Burnsville, MN 55337

14. LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the SWCD and the BDWMO. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison: Lindsey Albright  
Telephone: (651) 480-7774  
Email: [lindsey.albright@co.dakota.mn.us](mailto:lindsey.albright@co.dakota.mn.us)

BDWMO Liaison: Daryl Jacobson  
Telephone: (952) 895-4574  
Email: [daryl.jacobson@ci.burnsville.mn.us](mailto:daryl.jacobson@ci.burnsville.mn.us)

15. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
16. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
17. RECORDS RETENTION AND AUDITS. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used



for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

18. **TERMINATION.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.

19. **MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
20. **MINNESOTA LAW TO GOVERN.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.
21. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
22. **FINAL AGREEMENT.** This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date(s) indicated below.

**BLACK DOG WATERSHED MANAGEMENT  
ORGANIZATION**

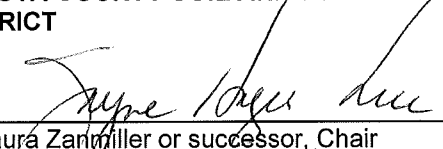
By \_\_\_\_\_  
Roger Baldwin, Chair  
Date of Signature \_\_\_\_\_

Approved as to form:

/s/ Helen R. Brosnahan      12/22/20  
Assistant Dakota County Attorney/Date  
KS-20-584

SWCD Board Action #20.067

**DAKOTA COUNTY SOIL AND WATER CONSERVATION  
DISTRICT**

By  \_\_\_\_\_  
Laura Zarn Miller or successor, Chair  
Date of Signature 12-29-2020

**EXHIBIT 1****2021 SWCD Work Plan and Budget****Prepared for****Black Dog Watershed Management Organization**

<b>Task – Education and Outreach Assistance</b>	<b>Estimated Cost</b>
<b>Black Dog WMO Website Updates and Maintenance</b> <ul style="list-style-type: none"><li>• Staff time to update and maintain website</li><li>• Website hosting fee</li><li>• Redesign of BDWMO Web Site</li></ul>	25 hours at \$85/hour = \$2,125 \$1,000 \$4,000
<b>Landscaping for Clean Water Workshops</b> <ul style="list-style-type: none"><li>• Conduct 2 Landscaping for Clean Water Intro Workshops (two evenings)</li><li>• Conduct 2 Landscaping for Clean Water Design Workshops (four evenings)</li></ul>	Intro Workshops = \$3,200 Design Workshops = \$6,400
<b>Subtotal</b>	<b>\$16,725</b>

<b>Task –Technical Assistance and Cost Share</b>	<b>Estimated Cost</b>
<b>Landscaping for Clean Water Project Implementation</b> <ul style="list-style-type: none"><li>• Staff time for technical assistance.</li><li>• Provide cost share to landowners for up to 18 Landscaping for Clean Water projects including raingardens, native plantings and shoreline stabilization projects as consistent with SWCD cost share policies.</li></ul>	Technical Assistance = \$9,000 Landowner Incentives: \$250/project * 18 projects = \$4,500
<b>Subtotal</b>	<b>\$13,500</b>

**Total Agreement Not To Exceed = \$30,255**