



AGENDA

Wednesday, September 15, 2021 at 5:00pm

Burnsville Maintenance Facility Conference Room
13713 Frontier Court, Burnsville MN 55337

COMMISSIONERS:

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

- I. Approval of Agenda
- II. Approval of Minutes – August 18, 2021
- III. Approval of Accounts Payable
- IV. Review Budget Performance Reports
- V. Discuss Results of Technical Advisory Committee Meeting Regarding Goals
- VI. Discuss Modifications to the BDWMO Monitoring Program
- VII. Approve a Contract with HAB Aquatic Solutions for Keller Lake Alum Treatment
- VIII. Approve a \$7,000 Increase in the 2021 Barr Engineering Budget for the Keller Lake Alum Treatment Project
- IX. Miscellaneous
- X. 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.



Agenda Background September 15, 2021

I. Approval of Agenda

Agenda enclosed.

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

II. Approval of Minutes from the August 18, 2021 Meeting

Minutes enclosed.

Action Requested: A motion be considered to approve the Minutes of the August 18, 2021 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. Discuss Results of Technical Advisory Committee Meeting Regarding Goals and Approval of Draft Goals.

Staff held a third meeting with the Black Dog WMO Technical Advisory Committee (TAC), and a separate meeting with the BWSR Board Conservationist to discuss draft Plan goals. Enclosed in the packet is a memo summarizing the TAC meeting and items that were discussed related to the Plan update. Barr Engineering staff will review the memo at the meeting.

Action requested: Provide comment and a motion be considered to approve, as discussed, draft goals

VI. Discuss Modifications to BDWMO Monitoring Program

Staff held a third meeting with the TAC to discuss modifications to the BDWMO monitoring program. Enclosed in the packet is a memo summarizing the meeting and items that were discussed. Barr Engineering staff will review the memo at the meeting.

Action requested: Provide comment on recommended changes to the monitoring program.

VII. Approve a Contract with HAB Aquatic Solutions for the Alum Treatment on Keller Lake

Barr Engineering solicited quotes for this project and received two back. They were as follows:

\$110,658 – HAB Aquatic Solutions

\$174,410 – Solitude Lake Management

HAB Aquatic Solutions was the low quote and staff recommends awarding them the contract.

Action Requested: A motion be considered to approve a contract with HAB Aquatic Solutions in the amount of \$110,658 for the Keller Lake alum treatment.

VIII. Approve a \$7,000 Increase in Barr's 2021 Budget for the Keller Lake Alum Treatment

Grant reporting and administration will need to be completed in 2021 and it was originally thought it could be completed in 2022 and \$5,000 was included in the 2022 budget for that work. Also, low water levels may require the alum treatment to be completed over 2-3 days instead of 1. This would require more onsite time by Barr Engineering and the additional time is estimated at \$2,000.

Action Requested: A motion be considered to approve a \$7,000 increase in the 2021 Budget to cover additional costs for the alum treatment.

IX. Miscellaneous

DRAFT

**Meeting Minutes
August 18, 2021**

MEMBERS PRESENT

Curt Enestvedt, Chair
Mike Hughes, Vice Chair
Scott Thureen, Secretary/Treasurer
Rollie Greeno
Frank Boyce, Alternate
Greg Helms, Alternate

MEMBERS ABSENT

Tom Harmening
Natalie Walker, Alternate

OTHERS PRESENT

Karen Chandler – Barr Engineering
Greg Williams – Barr Engineering
Greg Wilson – Barr Engineering
Jessica Schaum – City of Apple Valley
Joel Jamnik, Campbell Knutson
Ann Messerschmidt – City of Lakeville
Curt Coudron – Dakota County Soil and Water Conservation District
Daryl Jacobson – BDWMO Administrator
Tammi Carté – BDWMO Secretary

Curt Enestvedt, Chair, called the August 18, 2021, meeting to order at 5:00pm.

I. Approval of Agenda

Motion by Hughes, second by Thureen, to approve the August 18, 2021 Agenda as presented.

Ayes – Enestvedt, Greeno, Hughes, Thureen
Nays – None

Motion Carried Unanimously

II. Approval of Minutes from the July 21, 2021 Meeting

Motion by Thureen, second by Hughes, to approve the July 21, 2021 Minutes as presented.

Ayes – Enestvedt, Greeno, Hughes, Thureen
Nays – None

Motion Carried Unanimously

III. Approval of Accounts Payable

Motion by Hughes, second by Thureen, to approve payments to Barr Engineering in the amount of \$10,009.02 for services from May 29, 2021 through July 2, 2021; and, to Dakota County Soil & Water Conservation District in the amount of \$10,830.00 for April 2021 through June 2021 services.

Ayes – Enestvedt, Greeno, Hughes, Thureen

Nays – None

Motion Carried Unanimously

IV. Review Budget Performance Reports

Daryl Jacobson, BDWMO Administrator – 2021 invoices were sent to member cities.

No Formal Action Required

V. Discuss Results of Technical Advisory Committee Meeting

A memo from Barr Engineering summarizing details of the Technical Advisory Committee (TAC) meeting was provided to the Commission for review prior to tonight's meeting. This discussion opportunity allowed Commissioners to comment and ask questions about the revised draft goals.

TAC is supportive of the Water Quality goals. Some of the goals were not addressed due to the amount of time scheduled for the meeting. An additional meeting with TAC will be scheduled prior to the September 2021 meeting to discuss the remaining goals.

No Formal Action Required

VI. Approve Plans and Authorize Request for Quotes for Keller Lake Alum Treatment

The proposed plans for Keller Lake alum treatment were provided to the Commission for review prior to tonight's meeting. Barr Engineering reviewed the details of the plan which is scheduled to be completed fall 2021.

The first phase of the alum treatment cost was lower than budgeted. The second phase may have more chemical required due to the discovery of goldfish in the lake. Barr recommends increasing the aluminum by 80% for the second treatment. The increase should not have an adverse effect on aquatic life.

The lake's water level is being monitored. A specific minimum depth is required to navigate the barge on the lake. Keller Lake's depth level is low due to drought conditions.

Further treatment for goldfish is unknown at this time. It may be most effective to monitor over the winter. Cold weather could naturally eliminate a high volume of them. The result of that happening would decrease the cost of any future work.

Motion by Hughes, second by Greeno, to approve plans and authorize requesting quotes for the Keller Lake alum treatment.

Ayes – Enestvedt, Greeno, Hughes, Thureen

Nays – None

Motion Carried Unanimously

VII. Miscellaneous

1. The next Black Dog Commission meeting is scheduled for September 15, 2021.

VIII. Adjournment

Motion by Thureen, second by Hughes, to adjourn at 5:32pm.

Ayes – Enestvedt, Greeno, Hughes, Thureen

Nays – None

Motion Carried Unanimously



Accounts Payable - September 15, 2021 Meeting

Barr Engineering - Services from July 31, 2021 through August 27, 2021

Engineering	\$	2,310.94
Special Projects General Fund - Crystal Lake Mgmt Level Monitoring	\$	2,252.40
Special Projects Capital Improvement Fund - Keller Lake Alum Treatment	\$	3,171.50
Special Projects General Fund Reserve - Watershed Mgmt Plan Update	\$	3,520.50
	\$	11,255.34

League of MN Cities Insurance Trust

LMCIT Property/Casualty Insurance Coverage - Annual Premium - 07/15/21 to 07/15/2022	\$	2,701.00
	\$	2,701.00

Accounts Payable Total	\$	13,956.34
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resourceful. naturally.
engineering and environmental consultants



September 2, 2021

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 July 31, 2021 through August 27, 2021

TOTAL PAYABLE THIS INVOICE:	\$ 11,255.34
Allocation:	
Engineering	\$ 2,310.94
Special Projects General Fund	
• Crystal Lk Monitoring	\$ 2,252.40
Special Projects Capital Improvement Fund	
• Keller Lk Alum Treatment	\$ 3,171.50
Special Projects General Fund Reserve	
• Watershed Mgmt Plan Update	\$ 3,520.50

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

BUDGET SUMMARY - 2021 FY
Black Dog Watershed Management Commission
through August 27, 2021

Work Description	Pre-2021 Costs	Barr Budget				Spent This Year	Balance
		Brought Forward	Current Year	Total Barr Budget	Current Invoice		
Engineering	-----	0.00	31,000.00	31,000.00	2,310.94	16,976.94	14,023.06
Special Projects: General Fund							
Reporting on Orchard Lk 2020 Water Quality Monitoring	-----	0.00	4,500.00	4,500.00	0.00	4,126.00	374.00
Crystal Lake 2021 Mgmt Level Monitoring			18,800.00	18,800.00	2,252.40	10,356.70	8,443.30
Subtotal -- Special Projects: General Fund	-----	0.00	23,300.00	23,300.00	2,252.40	14,482.70	8,817.30
Special Projects: Capital Improvement Fund							
Keller Lake Alum Treatment			10,000.00	10,000.00	3,171.50	6,531.50	3,468.50
Subtotal -- Special Projects: Capital Improvement Fund	-----	0.00	10,000.00	10,000.00	3,171.50	6,531.50	3,468.50
Special Projects: General Fund Reserve							
Watershed Management Plan Update ¹	10,905.00		70,000.00	70,000.00	3,520.50	20,577.00	49,423.00
Subtotal -- Special Projects: General Fund Reserve	-----	0.00	70,000.00	70,000.00	3,520.50	20,577.00	49,423.00
Water Quality Monitoring							
Reporting on 2020 Keller Lake Habitat Monitoring	-----	0.00	8,000.00	8,000.00	0.00	7,983.50	16.50
2021 Kingsley Lake Habitat Monitoring		0.00	3,300.00	3,300.00	0.00	3,696.14	(396.14)
Update Trend Analyses	-----	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00
Subtotal -- W.Q. Monitoring	-----	0.00	13,300.00	13,300.00	0.00	13,679.64	(379.64)
Public Education							
Watershed Annual Report	-----	0.00	4,300.00	4,300.00	0.00	3,519.00	781.00
Annual Activity Report (BWSR)	-----	0.00	2,000.00	2,000.00	0.00	1,461.50	538.50
Subtotal -- Public Education	-----	0.00	6,300.00	6,300.00	0.00	4,980.50	1,319.50
Total Services	-----	0.00	153,900.00	153,900.00	11,255.34	77,228.28	76,671.72

Notes:

¹ Plan Update budget=\$98,200 (\$97,000 authorized at 11/18/2020 meeting, additional \$1,200 authorized at 1/20/2021 meeting), including \$10,000 budgeted in 2020



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

September 2, 2021
Invoice No: 23190374.21 - 8

Total this Invoice	\$2,310.94
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Regarding: BDWMO 2021 Engineering Services

Professional Services from July 31, 2021 to August 27, 2021

Job:	2021	Engineering Services
Task:	001	Attend BDWMO Meetings

Labor Charges

	Hours	Rate	Amount
Principal			
Chandler, Karen	1.50	185.00	277.50
Engineer / Scientist / Specialist IV			
Wilson, Gregory	2.30	175.00	402.50
Engineer / Scientist / Specialist III			
Williams, Sterling	1.70	150.00	255.00
	5.50		935.00
Subtotal Labor			935.00

Expense Charges

Travel			
8/18/2021	Wilson, Gregory	Mileage	16.80
8/18/2021	Chandler, Karen	Mileage	10.64
Subtotal Expenses			27.44
Task Subtotal			\$962.44

Task:	002	Miscellaneous Consulting
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Labor Charges

	Hours	Rate	Amount
Principal			
Chandler, Karen	6.10	185.00	1,128.50
Support Personnel II			
Nypan, Nyssa	2.20	100.00	220.00
	8.30		1,348.50
Subtotal Labor			1,348.50
Task Subtotal			\$1,348.50

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.

Project	23190374.21	2021 Engineering Services	Invoice	8
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Job Subtotal **\$2,310.94**

Total this Invoice **\$2,310.94**

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	2,310.94	19,646.50	21,957.44	19,646.50	2,310.94

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.



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

September 2, 2021
Invoice No: 23190375.21 - 8

Total this Invoice	\$2,252.40
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Regarding: Management Level Water Quality Monitoring

Professional Services from July 31, 2021 to August 27, 2021

Job: CRY Crystal Lk 2021 Water Quality Monitoring

Task: 100 Monitoring Data Mgmt & Proj Mgmt

Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Menken, Kevin	1.50	125.00	187.50
Olson, Terri	.90	150.00	135.00
Technician II			
Novack, John	5.00	105.00	525.00
Technician I			
Melmer, David	8.30	90.00	747.00
Support Personnel II			
Treanor, Margaret	1.40	115.00	161.00
	17.10		1,755.50
Subtotal Labor			1,755.50

Subconsultant Charges

Subconsultants			
8/6/2021 Pace Analytical Services Inc			217.80
Subtotal Subconsultant			217.80

Unit Charges

Canoe	1.0 day @ 32.00	32.00
Kemmerer Vertical Bottle Sampler	1.0 day @ 33.50	33.50
Vehicle (Mileage)	60.0 miles @ 0.56	33.60
Barr Owned Vehicle Use	1.0 day @ 90.00	90.00
Ice (per bag)	2.0 ea @ 2.50	5.00
Water Quality Meter (YSI 556 MPS)	1.0 day @ 85.00	85.00
Subtotal Units		279.10

Task Subtotal **\$2,252.40**

Job Subtotal **\$2,252.40**

Total this Invoice **\$2,252.40**

Invoiced to Date	Current	Prior	Total	Received	A/R Balance
	2,252.40	12,230.30	14,482.70	12,230.30	2,252.40

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.

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

September 2, 2021
Invoice No: 23190375.98 - 20

Total this Invoice	\$3,171.50
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Regarding: Keller Lake Alum Treatment

Professional Services from July 31, 2021 to August 27, 2021

Job:	002	Feasibility & implementation planning
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Task:	006	Contract documents
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Labor Charges

	Hours	Rate	Amount
Principal			
Chandler, Karen	.40	185.00	74.00
Engineer / Scientist / Specialist IV			
Wilson, Gregory	17.70	175.00	3,097.50
	18.10		3,171.50
Subtotal Labor			3,171.50
		Task Subtotal	\$3,171.50
		Job Subtotal	\$3,171.50
		Total this Invoice	\$3,171.50

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	3,171.50	41,043.47	44,214.97	41,043.47	3,171.50

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Greg Wilson, your Barr project manager, at (952) 832-2672 or email at gwilson@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

September 2, 2021
Invoice No: 23191455.00 - 9

Total this Invoice	\$3,520.50
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Regarding: BDWMO 2022 Watershed Management Plan

Professional Services from July 31, 2021 to August 27, 2021

Job:	100	Stakeholder Engagement
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Task:	004	TAC meetings
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Labor Charges

	Hours	Rate	Amount
Principal			
Chandler, Karen	3.10	185.00	573.50
Engineer / Scientist / Specialist III			
Williams, Sterling	5.50	150.00	825.00
	8.60		1,398.50
Subtotal Labor			1,398.50
		Task Subtotal	\$1,398.50
		Job Subtotal	\$1,398.50

Job:	200	Draft Plan Development
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Task:	002	Issues and Goals
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Labor Charges

	Hours	Rate	Amount
Principal			
Chandler, Karen	2.60	185.00	481.00
Engineer / Scientist / Specialist III			
Menken, Kevin	1.00	125.00	125.00
Williams, Sterling	4.40	150.00	660.00
	8.00		1,266.00
Subtotal Labor			1,266.00
		Task Subtotal	\$1,266.00

Task:	004	Targeted Implementation
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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.

Labor Charges

	Hours	Rate	Amount	
Principal				
Chandler, Karen	1.40	185.00	259.00	
Consultant / Advisor				
Bischoff, Joseph	1.00	190.00	190.00	
Engineer / Scientist / Specialist III				
Williams, Sterling	1.50	150.00	225.00	
Wold, Karen	1.30	140.00	182.00	
	5.20		856.00	
Subtotal Labor				856.00
		Task Subtotal		\$856.00
		Job Subtotal		\$2,122.00
		Total this Invoice		\$3,520.50

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	3,520.50	17,990.50	21,511.00	17,990.50	3,520.50

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.



Notice of Past due Bill and Notice of Cancellation

Date of Mailing: 08/18/2021

Member:

Black Dog Watershed Management Organization
C/O City Of Burnsville
13713 Frontier Court
Burnsville, MN 55337-4720

For Coverage Questions or Changes Call:

North Risk Partners LLC
2010 Centre Pointe Blvd
Mendota Heights, MN 55120-1200
(651)379-7800

<u>Agreement Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Policy Type</u>
CMC 1003360-5	07/15/2021	07/15/2022	Package

Payment for premium on agreement number CMC 1003360-5 is now past due. In accordance with the LMCIT Board of Trustees' Collection Policy, unless payment is received before **20 days after 08/18/2021** a 10% penalty will be applied. If payment, including penalty is not received before **35 days after 08/18/2021** your coverage will be cancelled. This is the only cancellation notice you will receive.

A minimum premium payment amount of \$2,701.00 must be received prior to **20 days after 08/18/2021**, in order to prevent the 10% penalty fee that will be applied to the past due premium of this coverage.

Payment that does not include any applicable penalties is considered non-payment.

	Amount	Original Due Date
Past Due Installment(s)	\$2,701.00	07/18/2021
Current Due Installment	\$0.00	
Total Amount Due	\$2,701.00	

If your payment for the Past Due Installment(s) and this notice has crossed in the mail, **please consider this a bill for your Current Due Installment(s). You will not receive another billing statement for the Current Due Installment(s) shown above.**

Remit payment to:
League of MN Cities Insurance Trust
c/o Berkley Risk Administrators
PO Box 581517
Minneapolis, MN. 55458-1517
Billing Questions: Call 612-766-3260
Lou Ann Gulbranson / Cash Management Supervisor
lgulbranson@berkleyrisk.com

8-18-21

Retain This Part For Your Records

DETACH AND RETURN THIS PAYMENT COUPON WITH YOUR PAYMENT

<u>Account Number</u>	<u>Invoice Date</u>	<u>Agreement Number</u>
40002394	08/18/2021	CMC 1003360-5

Please include Agreement Number on your check. Make checks payable to League of MN Cities Insurance Trust P&C.

This Notice Mailed To:

Black Dog Watershed Management Organization
C/O City Of Burnsville
13713 Frontier Court
Burnsville, MN 55337-4720

Payment Due 20 days after	Policy Balance
08/18/2021	\$ 2,701.00
Minimum Amount Due	Total Amount Due
\$ 2,701.00	\$ 2,701.00
Amount Enclosed	

BLACK DOG WMO
CASH ACTIVITY REPORT 2021

Date	Description	Deposits	Check #	Check Amount	Monthly Cash Balance	Expenditures: General Engineering Support	Special Projects (General)	Special Projects (Capital)	Special Projects (Gen. Reserve)	Insurance	Legal & Audit	Admin Support	Public Education	Water Quality Monitoring	Conf Public	Contingency
Balance as of 12/31/20					572,983.92											
20-Jan	Barr Engineering Co (2020)		1745	4,253.50		2,637.50	1,508.00	-	-					108.00		
20-Jan	Campbell Knutson (2020)		1746	85.00							85.00					
20-Jan	Met Council - Environ Services (2020)		1747	3,040.00										3,040.00		
31-Jan	Interest Income	9.67														
01/31/20 Balance		9.67		7,378.50	565,615.09	2,637.50	1,508.00	-	-	-	85.00	-	-	3,148.00	-	-
17-Feb	Barr Engineering Co		1748	5,732.00		2,284.00	89.50	1,155.00	1,186.00					1,017.50		
17-Feb	Campbell Knutson		1749	340.00							340.00					
17-Feb	City of Burnsville (2020)		1750	19,101.21								19,101.21				
17-Feb	Dakota County Soil & Water (2020)		1751	2,765.00			2,250.00	-	-				515.00			
28-Feb	Interest Income	8.72														
02/28/20 Balance		8.72		27,938.21	537,685.60	2,284.00	2,339.50	1,155.00	1,186.00	-	340.00	19,101.21	515.00	1,017.50	-	-
17-Mar	Barr Engineering		1752	11,973.00		1,912.00	2,084.00	525.00	1,232.00					5,736.50		
31-Mar	Interest Income	8.17														
03/31/20 Balance		8.17		11,973.00	525,720.77	1,912.00	2,084.00	525.00	1,232.00	-	-	-	483.50	5,736.50	-	-
21-Apr	Barr Engineering		1753	15,238.00		3,632.50	2,141.50	350.00	2,736.00					2,917.00		
21-Apr	Campbell Knutson		1754	391.00							391.00					
30-Apr	Interest Income	4.22														
04/30/20 Balance		4.22		15,629.00	510,095.99	3,632.50	2,141.50	350.00	2,736.00	-	391.00	-	3,461.00	2,917.00	-	-
19-May	Barr Engineering		1755	7,563.04		1,296.00	854.54	-	4,212.00					312.50		
19-May	Dakota County Soil & Water Conservation		1756	680.00		-	-	-	-				888.00	680.00		
31-May	Interest Income	4.35														
05/31/20 Balance		4.35		8,243.04	501,857.30	1,296.00	854.54	-	4,212.00	-	-	-	1,568.00	312.50	-	-
16-Jun	Barr Engineering		1757	5,997.32		2,564.50	1,830.82	-	1,085.00					369.00		
16-Jun	Campbell Knutson		1758	238.00							238.00					
30-Jun	Interest Income	4.21														
06/30/20 Balance		4.21		6,235.32	495,626.19	2,564.50	1,830.82	-	1,085.00	-	238.00	-	148.00	369.00	-	-
21-Jul	Barr Engineering		1759	9,460.56		1,199.50	2,118.90	-	4,519.00					1,623.16		
21-Jul	Campbell Knutson		1760	425.00							425.00					
31-Jul	Interest Income	4.31														
07/31/20 Balance		4.31		9,885.56	485,744.94	1,199.50	2,118.90	-	4,519.00	-	425.00	-	-	1,623.16	-	-
18-Aug	Barr Engineering		1761	10,009.02		1,777.50	3,111.04	1,330.00	2,086.50					1,703.98		
18-Aug	Dakota County Soil & Water Conserv Dist		1762	10,830.00			750.00		-				10,080.00			
31-Aug	Interest Income	4.03														
08/31/20 Balance		4.03		20,839.02	464,909.95	1,777.50	3,861.04	1,330.00	2,086.50	-	-	-	10,080.00	1,703.98	-	-
Total Revenue		47.68	Total Expense			17,303.50	16,738.30	3,360.00	17,056.50	-	1,479.00	19,101.21	16,255.50	16,827.64	-	-
Less: 2020 A/R		-	Less: 2020 A/P			(2,637.50)	(3,758.00)	-	-	-	(85.00)	(19,101.21)	(515.00)	(3,148.00)	-	-
Total YTD 2020 Revenue		47.68	Total YTD 2021 Exp			14,666.00	12,980.30	3,360.00	17,056.50	-	1,394.00	-	15,740.50	13,679.64	-	-
			2021 Budget			31,000.00	36,800.00	10,000.00	70,000.00	3,000.00	5,000.00	18,000.00	18,100.00	17,100.00	500.00	5,000.00
			Budget Remaining			16,334.00	23,819.70	6,640.00	52,943.50	3,000.00	3,606.00	18,000.00	2,359.50	3,420.36	500.00	5,000.00

BLACK DOG WATER MANAGEMENT COMMISSION

Budget Performance Report August 31, 2021

	CURRENT MONTH	YEAR TO DATE			
	ACTUAL	GENERAL FUND BUDGET	CAPITAL IMPROVEMENT FUND BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
Opening Fund Balance		\$ 421,605	\$ 122,135	\$ 543,739	
REVENUES :					
Member Contributions:					
City of Apple Valley	\$ -	\$ 10,489	\$ 1,773	\$ -	\$ (12,262)
City of Burnsville	-	93,924	16,133	-	(110,057)
City of Eagan	-	580	-	-	(580)
City of Lakeville	-	26,007	4,094	-	(30,101)
Total Member Contributions	-	131,000	22,000	-	(153,000)
Other Revenues:					
Interest	\$ 4	\$ 40	\$ -	\$ 48	\$ 8
Grant (State of MN BWSR)	-	-	-	-	-
Total Other Revenue	4	40	-	48	8
Total Revenues	\$ 4	\$ 131,040	\$ 22,000	\$ 48	\$ (152,992)
EXPENDITURES :					
General Engineering Support	\$ 1,778	\$ 31,000	\$ -	\$ 14,666	\$ 16,334
Special Projects - General Fund	3,861	36,800	-	12,980	23,820
Special Projects - Capital Improvement Fund	1,330	-	10,000	3,360	6,640
Special Projects - General Fund Reserve	2,087	70,000	-	17,057	52,944
Insurance	-	3,000	-	-	3,000
Legal and Audit	-	5,000	-	1,394	3,606
Administrative Support	-	18,000	-	-	18,000
Public Education	10,080	18,100	-	15,741	2,360
Water Quality Monitoring	1,704	17,100	-	13,680	3,420
Conference/Publications	-	500	-	-	500
Contingency	-	5,000	-	-	5,000
Total Expenditures	20,839	204,500	10,000	78,877	135,623
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(20,835)	(73,460)	12,000	(78,829)	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES PLUS OPENING FUND BALANCE				464,910	
TOTAL CASH AVAILABLE 8/31/2021	464,910				
Fund Balance 8/31/2021	\$464,910				

Memorandum

To: Black Dog Watershed Management Organization (BDWMO) Commissioners
From: Greg Williams, PE, Barr Engineering Co.
Subject: Summary of Technical Advisory Committee meeting #3 addressing draft goals and monitoring program
Date: September 7, 2021
Project: 23191455
c: Daryl Jacobson, BDWMO Administrator

Requested BDWMO Commission actions:

1. Review the notes from the September 1, 2021 TAC meeting and approve or provide comment on proposed draft goal revisions in response to TAC input (see last page).
2. Review the notes from the September 1, 2021 TAC meeting and direct Barr to further evaluate proposed revisions to the BDWMO monitoring program.

1.0 Background

The Black Dog Watershed Management Organization (BDWMO) commissioners are in the process of updating the BDWMO Watershed Management Plan (Plan). Establishing measurable goals is a key step in Plan development, as the activities in the 10-year implementation plan will be geared towards making progress towards these goals. The BDWMO commissioners reviewed and commented on draft goals at the July 21, 2021 Commission meeting. The Technical Advisory Committee (TAC) reviewed most of the goals at a meeting on August 4, 2021 and recommended edits. The Commission reviewed and accepted the TAC-recommended edits at the August 18, 2021 Commission meeting. The TAC met again on September 1, 2021 to review remaining goals and discuss BDWMO monitoring programs. TAC members in attendance represented:

- City of Apple Valley
- City of Burnsville
- Dakota County (Groundwater Division)
- Dakota Soil and Water Conservation District
- Metropolitan Council
- Minnesota Board of Water and Soil Resources
- Minnesota Pollution Control Agency
- BDWMO (Administrator)

City of Lakeville staff were unable to attend but provided input via conference call on September 7, 2021.

2.0 TAC Comments on Draft Goals

TAC comments on draft goals are organized below according to goal/policy section in the 2012 Plan and address only those sections not discussed at the August 4, 2021 TAC meeting:

Administration

- TAC participants had no comment on the draft Administration goals as written.
- BWSR asked whether the performance standards referenced in the goals will be included in the Plan. Barr noted that the current performance standards are included within the policy sections of the 2012 Plan and will be included in the updated Plan.
- BWSR also noted that the Plan must describe the BDWMO's enforcement process if member cities are not implementing the BDWMO Plan and/or performance standards.

Education and Public Involvement

- TAC participants supported the draft goals.
- TAC participants recommended adding another goal specifically targeting what residents, business owners, and property managers can do on their property to address stormwater issues.
- BWSR recommended clarifying targeted audiences among the goals, supporting policies, or in the narrative of the Plan.
- Apple Valley noted that engaging K-12 schools has proven complicated because school district boundaries are not aligned with WMO boundaries and the school district's desire to provide consistent curriculum across all schools. TAC participants suggested that pursuing K-12 engagement through Dakota County (e.g., Dakota SWCD) may alleviate this concern. Dakota County also commented that libraries may be an alternative opportunity for engagement.
- Dakota County noted that the Plan goals, policies, or narrative should include a focus on outreach to diverse and underserved populations.

3.0 Lake Monitoring Discussion

Barr provided summaries of the current BDWMO detailed (management level) water quality monitoring and habitat monitoring programs performed on strategic waterbodies. Information included the types of parameters measured, monitoring frequency, monitoring gaps (e.g., chloride, fisheries), and reporting. Barr also shared recommendations resulting from an internal meeting of Barr's lake water quality staff. The TAC discussed these recommendations and provided input. This discussion is summarized below and is loosely organized according to "what to monitor?", "how frequently to monitor?", and "reporting".

What to monitor?:

- Chloride
 - o Barr and the TAC recommended adding chloride to the water quality monitoring, as part of the management level monitoring and CAMP monitoring performed between

management level monitoring. Chloride is a water quality concern due to its impact on aquatic life and cannot be removed from water once present. Chloride data will allow the BDWMO and member cities to identify potential issues early and address them.

- Metropolitan Council noted that there has been resistance to adding chloride to CAMP monitoring but would follow-up.
- TAC participants noted that Cities may not be excited to collect chloride data due to the additional expense and potential for listing of waterbodies as impaired for chloride.
 - MPCA noted that while they are not hunting for waterbodies to add to the impaired waters lists, a lake can be listed with relatively little data.
- Limited chloride data exists for Crystal Lake and Lac Lavon. MPCA and Apple Valley will pass along available data.
- Overall, TAC participants supported adding at least one chloride sample annually to lake monitoring.
- Fisheries
 - Barr noted that fisheries data is not collected as part of BDWMO monitoring programs (although some data does exist from limited MDNR surveys).
 - MPCA recommended requested that fisheries monitoring be added to the next round of MPCA intensive watershed monitoring for the Lower Minnesota River watershed (2024-2025).
- Macrophytes
 - Barr recommended that detailed (management level) water quality monitoring and habitat monitoring programs protocols include consistently performing point-intercept (PI) surveys as PI surveys are quantifiable and easily repeated (such surveys are currently performed in most situations, but not all).
 - Barr recommended continuing the Floristic Quality Assessment (FQA) as it is quantifiable and repeatable.
- Algal communities (phytoplankton)
 - Barr noted that this monitoring is not currently performed, but it would be helpful to have a baseline that future data could be compared to, if needed. This is especially relevant with respect to potential climate impacts on lake ecology (e.g., warmer temperatures increase biological activities, including algae production). TAC participants supported collecting data on algal communities.
- Shoreline
 - Barr noted that shorelines are scored as part of the habitat monitoring and noted the use of a "score the shore" metric by the MDNR.
 - TAC participants were generally not familiar with "score the shore" and noted that it may not be any more accessible or understandable to the public/shoreline residents than a BDWMO-specific scoring system.
- Sediment chemistry

- In correspondence outside the TAC meeting, Lakeville staff suggested that sediment chemistry monitoring be considered to better understand the relationship between sediment, water quality, and macrophyte communities.

Monitoring frequency:

- TAC participants supported adjusting the management level water quality monitoring and habitat monitoring schedules such that both monitoring efforts occur in the same year for a given strategic waterbody. This will provide a more complete picture of lake health and may provide economic benefits (e.g., concurrent reporting).
- Cities expressed reluctance to increase the frequency of the habitat monitoring, noting that there seems to be little change even within the 5 years between monitoring.
- Barr noted that Barr staff recommended the commissioners consider adding management level monitoring for Keller Lake and Kingsley Lake (currently only monitored via CAMP)
 - BWSR noted that as part of the Keller Lake alum treatment, the BDWMO will have to perform monitoring of Keller Lake adequate to measure performance
 - City staff were not opposed to management level monitoring of Keller Lake and Kingsley Lake, but wanted to make sure that it would add value for the additional cost.
- Barr presented two options for synching habitat and management level water quality monitoring that would minimize impacts on total monitoring costs:
 1. Add management level monitoring to Keller Lake and Kingsley Lake and perform habitat and management level monitoring for each strategic waterbody on a five-year cycle (1 lake per year).
 2. Perform management level and habitat monitoring of Orchard Lake, Crystal Lake, and Lac Lavon in years 1, 2, and 3, and habitat monitoring of both Keller Lake and Kingsley Lake in year 4. Lakes are monitored on a four-year cycle.
 - Both options assume CAMP monitoring is performed annually on each strategic waterbody and is available for years between management level monitoring.
- TAC participants expressed interest in comparing BDWMO monitoring results (especially habitat monitoring results) to reference waterbodies.

Reporting:

- TAC participants noted that the management level monitoring reports are fairly straightforward.
- Barr noted that there have been discussions about reformatting the habitat monitoring reports; Barr noted that proposed reporting changes will be implemented concurrent with any modifications to the BDWMO monitoring program.
- City staff expressed interest in report recommendations that can be implemented (e.g., potential actions that can be supported by grant/cost-share programs).

- Apple Valley noted that having the funds to implement recommendations would be a significant improvement (i.e., can the reports support funding?) and recommended adding habitat monitoring recommendations to the BDWMO implementation schedule to obtain funding more readily.
- City staff mentioned including fisheries data in the monitoring reports.
- City/SWCD staff have used habitat monitoring data to create mailings for shoreline owners; habitat monitoring results could be formatted as a "1-pager", postcard, or other public-facing format for public outreach and engagement.
- TAC participants noted that shoreline projects are not especially well aligned with the Landscaping for Clean Water program, although the program does fund many near-shore improvements. Dakota SWCD noted that there are other cost-share grant programs for larger shoreline projects (which may be aligned with recommendations developed based on habitat monitoring).

4.0 Conclusions and Next Steps

TAC comments were generally supportive of the draft goals and provided helpful additions. As previously noted, some of the details within the goals will be clarified during development of the implementation schedule. Proposed edits to draft goals based on TAC comments are presented on the last page of this memorandum.

Discussion of BDWMO monitoring programs demonstrated strong support for coordinating habitat and management level water quality monitoring to occur in the same year. TAC participants also supported the collection of chloride data, fisheries data, algal community data, and use of point-intercept surveys and other quantifiable, repeatable methods. The recommended changes to the monitoring program may add additional costs. Based on TAC input and commissioner discussion at this meeting (September 15, 2021 BDWMO meeting), Barr will develop a draft monitoring plan for Commissioner consideration at a future meeting.

Proposed Changes to Draft Goals in Response to TAC Comments (8/4/2021)

Formatting notes:

~~Strikethrough~~ = draft goal deletions or omissions in response to TAC comments

Blue text = new or revised language in response to TAC comments

Italicized, grey highlight = notes from TAC discussion

Administration

- No changes

Education and Public Involvement

- Provide educational resources and instruction to residents, business owners and property managers regarding stormwater management, land management, and conservation practices to support health natural resources.

Need something to address resident/business property management (lakeshore management, grass/leaves clippings, etc.).

- Target education and outreach activities to diverse communities to serve all populations within the BDWMO.

Need specialized outreach to diverse and underserved populations.

AGREEMENT
BLACK DOG WATERSHED MANAGEMENT ORGANIZATION
DAKOTA COUNTY, MINNESOTA
2021 Aluminum Treatment for Keller Lake

AGREEMENT made this 15th day of September, 2021, between the **BLACK DOG WATERSHED MANAGEMENT ORGANIZATION**, a Minnesota watershed management organization ("Black Dog WMO"), and HAB Aquatic Solutions, a _____ limited liability company ("Contractor").

**IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN
CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. Project Description, Specifications, or Proposal dated August 9, 2021.
- C. Quote dated August 24, 2021.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents and in compliance with federal, state and local laws.

3. OBLIGATIONS OF THE BLACK DOG WMO. The Black Dog WMO shall pay the Contractor the sum of \$ \$110,658.00 inclusive of sales tax.

4. ASSIGNMENT. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

5. TIME OF PERFORMANCE. The Contractor shall complete its obligations on or before October 8, 2021.

6. PAYMENT. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the Black Dog WMO will pay the Contractor. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor.

7. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minnesota Statute § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the Black Dog WMO for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8. WORKER'S COMPENSATION Pursuant to Minnesota Statute § 176.182 Contractor must provide acceptable evidence of compliance with the state Workers' Compensation insurance requirements for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance or acceptable evidence of compliance in accordance with the statutory requirements of the State of Minnesota.

9. COMMERCIAL GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage by a single policy or a combination of policies (including umbrella policies) and maintain it at all times throughout the life of the Contract, with the Black Dog WMO endorsed as an additional insured:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

The Additional Insured coverage must be primary and non-contributory. Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to Black Dog WMO on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work. Coverages must be equivalent to that provided by ISO Forms CG 20 10 04 13 and CG 20 37 04 13.

Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

For any contract involving the repair, maintenance or construction of property that involves the provision of equipment, supplies or materials to the Black Dog WMO for projects greater than \$100,000.00, the Contractor shall obtain and maintain Builder's Risk insurance in an amount not less than the project or contract cost.

Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
Personal Injury, with Employment Exclusion deleted:	\$2,000,000 aggregate

Business Automobile Liability (owned, non-owned, hired):

Bodily Injury and Property Damage:	\$2,000,000 each occurrence \$2,000,000 each accident <u>OR</u> \$2,000,000 Combined single limit
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The Contractor shall submit a Certificate of Insurance to the Black Dog WMO showing proof of the above-required insurance prior to doing any work.

The Black Dog WMO retains the right to revise the insurance requirements depending on the size and risk of the project.

10. PERMITS AND LICENSES; RIGHTS-OF-WAY AND EASEMENTS. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The Black Dog WMO will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the Black Dog WMO's not timely obtaining rights-of-way or easements.

11. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the Black Dog WMO.

12. WARRANTY. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service,

and upon proper notification by the Black Dog WMO shall immediately replace, without cost to the Black Dog WMO, any such faulty part or parts and damage done by reason of the same.

13. DEFENSE OBLIGATION. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Black Dog WMO and its officials, employees and agents, against claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from performance of the Contractor's work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, but only to the extent caused by the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

14. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

15. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

16. SEVERABILITY. If any provision, term, or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms, and conditions of this Contract, unless such invalid or unenforceable provision, term, or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

17. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

BLACK DOG WMO

HAB Aquatic Solutions, L.L.C.

By: _____

By: _____
Its

Its: _____
Black Dog WMO