

Black Dog Watershed Management Commission

AGENDA

Wednesday, February 18, 2026

5:00 P.M.

COMMISSIONERS:

Curt Enestvedt, Chair
Mike Hughes, Vice Chair
Scott Thureen, Secretary/Treasurer
Rollie Greeno
Paul Below
Greg Helms, Alternate
Ben Maas, Alternate

- I. Approval of Agenda
- II. Approval of Minutes – January 21, 2026
- III. Approval of Accounts Payable
- IV. Review Budget Performance Reports
- V. Approve 2026 Joint Powers Agreement with Dakota County SWCD
- VI. Approve Proposal for Engineering Services for Two Years
- VII. Approve Proposal for Legal Services for Two Years
- VIII. Discuss Planning for the Black Dog Watershed Based Implementation Funding Meeting
- 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 February 18, 2026

I. Approval of Agenda

Agenda enclosed.

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

II. Approval of Minutes from the January 21, 2026, Meeting

Minutes enclosed.

Action Requested: A motion be considered to approve the Minutes of the January 21, 2026, 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. Approval of 2026 Joint Powers Agreement with Dakota County SWCD

The Joint Powers Agreement with the SWCD is an annual agreement between the SWCD and Black Dog. The 2026 SWCD work plan and budget were previously approved by the commission.

Action requested: Approve a joint powers agreement with the Dakota County SWCD for 2026

VI. Approval of Proposal for Engineering Services for Two Years

Staff will go over proposals for engineering services at the meeting.

Action requested: Approve engineering services for the next two years

VII. Approval of Proposal for Legal Services for Two Years

Staff will go over proposals for legal services at the meeting.

Action requested: Approve legal services for the next two years

VIII. Discuss Planning for the Black Dog Watershed Based Implementation Funding Meeting

Barr staff will discuss the process for the watershed based implementation funding and possible meetings needed.

Action requested: This is an informational item only.

IX. Miscellaneous

- Staff has information to share about the building that previously housed the ferric chloride dosing system

X. Adjournment

DRAFT

Meeting Minutes

January 21, 2026

MEMBERS PRESENT

Curt Enestvedt, Chair
Mike Hughes, Vice Chair
Rollie Greeno
Paul Below (*arrived 5:07*)
Ben Maas, Alternate (*arrived 5:19*)

MEMBERS ABSENT

Scott Thureen, Secretary/Treasurer
Greg Helms, Alternate

OTHERS PRESENT

Greg Williams – Barr Engineering
Brian Hartman – City of Apple Valley
Anne Messerschmidt – City of Lakeville (*joined by phone*)
Joe Barten – Dakota County Soil & Water Conservation District
Daryl Jacobson – BDWMO Administrator
Tammi Carte – BDWMO Secretary

Curt Enestvedt, Chair, called the January 21, 2026, meeting to order at 5:00pm.

I. Approval of Agenda

Motion by Hughes, second by Greeno, to approve the January 21, 2026, Agenda as presented.

Ayes – Enestvedt, Hughes, Greeno
Nays – None

Motion Carried Unanimously

II. Approval of Minutes from the November 19, 2025, Meeting

Motion by Greeno, second by Hughes, to approve the November 19, 2025, Minutes as presented.

Ayes – Enestvedt, Hughes, Greeno
Nays – None

Motion Carried Unanimously

III. Approval of Accounts Payable

Motion by Hughes, second by Greeno, to approve accounts payable to Barr Engineering in the amount of \$1,886.30 for services from November 1, 2025, through December 26, 2025.

Ayes – Enestvedt, Hughes, Greeno

Nays – None

Motion Carried Unanimously

IV. Review Budget Performance Reports

Daryl Jacobson, BDWMO Administrator, shared that we are starting our new budget year. We are working on receiving and paying the few remaining 2025 invoices. This should be completed and presented to the Commission for approval at the February 2026 meeting.

No Formal Action Required

V. Election of Officers for 2026

The Black Dog WMO Joint Powers Agreement requires that officers be elected each year. Currently the officers are:

Chair – Curt Enestvedt
Vice Chair – Mike Hughes
Secretary/Treasurer – Scott Thureen

Officer nominations are Curt Enestvedt for Chair, Mike Hughes for Vice-Chair, and Scott Thureen for Secretary/Treasurer. Commissioners present were Curt Enestvedt, Mike Hughes, Rollie Greeno, Paul Below.

Motion by Greeno, second by Below, to elect Curt Enestvedt as Commission Chair, Mike Hughes as Commission Vice-Chair, and Scott Thureen as Commission Secretary/Treasurer for the 2026 term.

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

Motion Carried Unanimously

VI. Approval of Engineering Fees for 2026

Barr Engineering’s proposed 2026 fee schedule was provided to the Commission for review prior to this meeting.

Motion by Hughes, second by Greeno, to approve the Barr Engineering Fee Schedule for 2026.

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

Motion Carried Unanimously

VII. Approval of Official Depositories for Commission Funds

Auditors recommend the Commission designate official depositories for its 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 with them.

Motion by Greeno, second by Hughes, to approve the US Bank in St. Paul and the League of MN Cities 4M Fund as the official depositories for the Black Dog WMO funds for 2026.

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

Motion Carried Unanimously

VIII. Approval of Official Newspaper for the Black Dog WMO

The JPA requires the Commission designate an official newspaper. In 2025, the Black Dog WMO used the Sun Thisweek as its official newspaper. Historically the Commission has adopted the same official newspaper as the City of Burnsville because that community represents the majority of land within the WMO. Staff recommends the Commission continue with the Sun Thisweek as the official newspaper for 2026. Items typically published in the official newspaper are public notices.

Motion by Hughes, second by Below, to approve the Burnsville Sun Thisweek as the official Black Dog WMO newspaper for 2026.

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

Motion Carried Unanimously

IX. Approval of Soliciting Quotes for Engineering and Legal Services

Every two years the BDWMO is required to solicit engineering and legal services. Staff discussed how the commission would solicit for these services that will cover years 2026 and 2027. A notice to be posted in the Commission’s official newspaper.

Motion by Hughes, second by Greeno, to approve soliciting engineering and legal services quotes for years 2026 and 2027.

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

Motion Carried Unanimously

X. Approval of 2026 Work Plan and Budget for the Dakota County SWCD

A preliminary work plan and budget was approved in May 2025. The proposed 2026 Work Plan and Budget were reviewed with the Commission.

Joe Barten, Dakota County Soil & Water Conservation District (SWCD), advised the contribution amount for projects is less than projected by approximately \$5,000. Additionally, there are changes to the program including an increase of the clean water grant amount to \$400. The previous grant amount was \$250. The grant amount increase is more in line with the cost of clean water projects. The costs for website hosting and management will increase. SWCD has also added program offerings. Joe went on to share that in 2027 there will be new compliance requirements for watershed websites. This will include consistency of website formatting and documentation posts for all WMOs. There could be increased costs to WMOs for redesigning websites in compliance with new requirements.

Motion by Greeno, second by Below, to approve the 2026 Work Plan and Budget for Dakota County SWCD.

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

Motion Carried Unanimously

XI. Discuss Potential Stories for the Annual Watershed Report

Greg Williams, Barr Engineering, lead the discussion on potential topics to include in the 2025 Watershed Report. Barr recommends the ongoing inclusion of Watershed Based Implementation Funding (WBIF) projects.

The report will include the historical information presented in past annual reports. Some suggestions for inclusion in the report are a look back on aquatic plant health, articles about invasive species management and native plant shoreline restoration, an update on salt use reduction and the affect it has on watersheds, an update on the Whitney Pond project, and inclusion of upcoming projects with member cities of the BDWMO.

No Formal Action Required

XII. Miscellaneous

1. The next BDWMO meeting is scheduled for February 18, 2026. The agenda will include items for approval that are required by the WMO. It will be important to have a quorum at the meeting.
2. Watershed based implementation funding – Barr will organize meetings necessary for this program. Commissioners do not need to be present at the meetings. An overview of the meeting content will be presented to BDWMO Commissioners.
3. It appears that small watersheds are being targeted with email phishing campaigns. Please be careful to check the validity of an email before clicking on any links or opening attachments.
4. Commission members should complete the conflict of interest forms received by mail or email asap.

XIII. Adjournment

Motion by Hughes, second by Greeno, to adjourn at 5:28pm.

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

Motion Carried Unanimously



Accounts Payable - February 18, 2026 Meeting

Barr Engineering - Services from December 27,2025 through January 20, 2026

Engineering	\$	1,234.00
Special Projects: General Fund - Water Quality Monitoring: Crystal Lake 2025	\$	302.50
Special Projects: General Fund - Water Quality Monitoring: LacLavon 2026	\$	34.00
		<hr/>
	\$	1,570.50

Campbell Knutson

General Services - January 2026	\$	229.65
		<hr/>
	\$	229.65

City of Burnsville

2025 City of Burnsville Support Services	\$	22,268.02
		<hr/>
	\$	22,268.02

Dakota County Soil & Water Conservation District - Services for Oct 2025 - Dec 2025

Education & Assistance Outreach: Website Updates & Maintenance	\$	500.00
Technical Assistance: Landscaping for Clean Water	\$	1,800.00
Cost Share: Landscaping for Clean Water Grants (3)	\$	750.00
		<hr/>
	\$	3,050.00

Metropolitan Council

CAMP - Community-Assisted Monitoring	\$	3,040.00
		<hr/>
	\$	3,040.00

Accounts Payable Total \$ 30,158.17

February 10, 2026

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

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

Attn: Mr. Daryl Jacobson
Email: daryl.jacobson@burnsvillemn.gov

Re: Engineering & Environmental Consulting Services

**Invoice of Account with
BARR ENGINEERING COMPANY**

For professional services during the period of December 27, 2025 through January 30, 2026

TOTAL PAYABLE THIS INVOICE:	\$1,570.50
Allocation:	
Engineering:	\$1,234.00
Special Projects General Fund:	
• Crystal Lake 2025 WQ Monitoring	\$302.50
• Lac Lavon 2026 WQ Monitoring	\$34.00
Public Education:	
• Watershed Annual Report (Newsletter)	\$0.00
• Annual Activity Report (BWSR)	\$0.00

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



Stephanie L. Johnson
Vice President



2/10/26

BUDGET SUMMARY - 2026 FY
 Black Dog Watershed Management Commission
 December 27, 2025 through January 30, 2026

Work Description	2026 Barr Budget	Current Invoice	Spent This Year	Balance
Engineering	32,300.00	1,234.00	1,234.00	31,066.00
Special Projects: General Fund				
<i>Reporting on Crystal Lake 2025 Water Quality Monitoring</i>	6,500.00	302.50	302.50	6,197.50
<i>Lac Lavon 2026 Management Level Monitoring</i>	22,400.00	34.00	34.00	22,366.00
Subtotal -- Special Projects: General Fund	28,900.00	336.50	336.50	28,563.50
Water Quality Monitoring				
<i>Update Trend Analyses</i>	2,200.00	0.00	0.00	2,200.00
Subtotal -- W.Q. Monitoring	2,200.00	0.00	0.00	2,200.00
Public Education				
<i>Watershed Annual Report</i>	6,100.00	0.00	0.00	6,100.00
<i>Annual Activity Report (BWSR)</i>	5,500.00	0.00	0.00	5,500.00
Subtotal -- Public Education	11,600.00	0.00	0.00	11,600.00
Total Services	75,000.00	1,570.50	1,570.50	73,429.50

INVOICE



Remittance address:
Barr Engineering Co.
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825
FEIN #: 41-0905995 Inc: 1966

Bill to:

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

February 09, 2026
Invoice No: 23190374.26 - 1

Total this Invoice	\$1,234.00
---------------------------	-------------------

Regarding: BDWMO 2026 Engineering Services

This invoice is for professional services related to the above project.

Professional Services from December 27, 2025 to January 30, 2026

Job:	2026	Engineering Services
------	------	----------------------

Task:	001	Attend BDWMO Meetings
-------	-----	-----------------------

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist IV Williams, Sterling	2.40	195.00	468.00	
	2.40		468.00	
Subtotal Labor				468.00
		Task Subtotal		\$468.00

Task:	002	Miscellaneous Consulting
-------	-----	--------------------------

Labor Charges

	Hours	Rate	Amount	
Vice President Chandler, Karen	.60	230.00	138.00	
Engineer / Scientist / Specialist IV Williams, Sterling	2.50	195.00	487.50	
Support Personnel II Nypan, Nyssa	.80	125.00	100.00	
Wilson, Gina	.30	135.00	40.50	
	4.20		766.00	
Subtotal Labor				766.00
		Task Subtotal		\$766.00
		Job Subtotal		\$1,234.00
		Total this Invoice		\$1,234.00

Invoiced to Date	Current	Prior	Total	Received	A/R Balance
	1,234.00	0.00	1,234.00	0.00	1,234.00

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

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

INVOICE



Remittance address:
Barr Engineering Co.
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825
FEIN #: 41-0905995 Inc: 1966

Bill to:

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

February 09, 2026
Invoice No: 23190375.26 - 1

Total this Invoice	\$336.50
---------------------------	-----------------

Regarding: Management Level Water Quality Monitoring

This invoice is for professional services related to the above project.

Professional Services from December 27, 2025 to January 30, 2026

Job:	CRY	Crystal Lake 2025 Reporting
------	-----	-----------------------------

Task:	100	Report
-------	-----	--------

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist II				
Menken, Kevin	1.50	150.00	225.00	
Technician II				
Palumbo, James	.10	100.00	10.00	
Support Personnel II				
Wilson, Gina	.50	135.00	67.50	
	2.10		302.50	
Subtotal Labor				302.50
		Task Subtotal		\$302.50
		Job Subtotal		\$302.50

Job:	LAC	Lac Lavon 2026 Water Qual Monitoring
------	-----	--------------------------------------

Task:	100	Monitoring Data Mgmt & Proj Mgmt
-------	-----	----------------------------------

Labor Charges

	Hours	Rate	Amount	
Technician II				
Melmer, David	.20	120.00	24.00	
Support Personnel II				
Merchant, Noella	.10	100.00	10.00	
	.30		34.00	
Subtotal Labor				34.00
		Task Subtotal		\$34.00
		Job Subtotal		\$34.00

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

Total this Invoice **\$336.50**

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	336.50	0.00	336.50	0.00	336.50

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 952.932.2945, or email gwilliams@barr.com.

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Rd Ste 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
 January 31, 2026
 Account # 602-0000G
 409

RE: GENERAL SERVICES
 RENDERED TO DATE:

			HOURS	
01/26/2026	AMT	Review public notice ad for Black Dog WMO; draft public notice for 2026 ad; correspondence with Jared and Daryl Jacobson; research publication company contact information.	1.10	110.00
	JDS	Email to and from D. Jacobson re: publication; email to A. Tschida re: same.	0.20	35.00
01/27/2026	AMT	Place email to publication company regarding public notice; correspondence with publication company	0.30	30.00
01/28/2026	AMT	Review proof of legal notice.	0.20	20.00
		AMOUNT DUE	1.80	195.00
01/30/2026		ECM Publishers, Inc. - publication fees (STW Burnsville).		34.65
		TOTAL DISBURSEMENTS		34.65
		TOTAL CURRENT WORK		229.65
		PREVIOUS BALANCE		\$70.00
11/28/2025		Payment - thank you		-70.00
		TOTAL AMOUNT DUE		<u>\$229.65</u>

Jammi Carter
on behalf of Daryl Jacobson

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.



**CITY OF BURNSVILLE
INVOICE**

**2025 City of Burnsville Support Services
Black Dog Watershed Management Organization**

BLACK DOG WMO 2025 MEETING DATES

January 15, 2025
February 19, 2025
March 19, 2025
April 16, 2025
May 21, 2025
July 16, 2025
August 20, 2025
October 15, 2025
November 19, 2025

ADMINISTRATIVE STAFF TIME

Daryl Jacobson	173.00	Hours	\$	16,448.84
Tammi Carte	64.75	Hours	\$	3,429.16
Ericka Babione	19.50	Hours	\$	1,575.99
			\$	<u>21,453.99</u>

CORRESPONDENCE / POSTAGE

General Correspondence			\$	211.84
Postage			\$	<u>72.13</u>
			\$	283.97

SUPPLIES / PRINTING

Supplies			\$	74.56
Black & White Printing	118	Copies	\$	29.50
Color Printing	426	Copies	\$	<u>426.00</u>
			\$	530.06

2025 City of Burnsville Support Services Invoice Amount

\$ 22,268.02

OK
Daryl Jacobson
2-5-26



Dakota County Soil & Water Conservation District

4100 220th Street West, Ste 102
Farmington, MN 55024
(651) 480-7777
DakotaSWCD.Accounting@CO.Dakota.MN.US

Invoice

DATE	INVOICE #
12/31/2025	3512

BILL TO
Black Dog WMO Daryl Jacobson, Administrator 13713 Frontier Court Burnsville, MN 55337

AGREEMENT	BILLING PERIOD	TERMS
2025 Agreement	Oct - Dec 2025	Net 30 Days

DESCRIPTION	HRS/COUNT	RATE	AMOUNT
EDUCATION AND ASSISTANCE OUTREACH			
Website Updates and Maintenance	5	100.00	500.00
Fee: Website Hosting	0	0.00	0.00
Landscaping for Clean Water Intro Class	0	4,000.00	0.00
Landscaping for Clean Water Design Course	0	8,000.00	0.00
Landscaping for Clean Water Maintenance Workshop	0	2,000.00	0.00
TECHNICAL ASSISTANCE			
Landscaping for Clean Water Technical Assistance	3	600.00	1,800.00
COST SHARE			
Landscaping for Clean Water Grant: Agunwamba, Bartusek & Black	3	250.00	750.00

OK
[Signature]
1-19-26

It's been a pleasure working with you!	Total	\$3,050.00
--	--------------	------------

AGUNWAMBA

RESIDENTIAL NATIVE GARDEN



BEFORE

A native garden, also called natural landscaping, uses plants, trees and grasses that are suitable for growth in a particular geographical area



AFTER

PROJECT: Installation of a 450 sq. ft. residential native garden.

COST: Project materials cost estimated at \$2,574

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

London Drive
Burnsville



PRACTICE:

- Native Garden

BENEFITS:

- Runoff volume reduction
- Slope stabilization
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2025

BARTUSEK

RESIDENTIAL RAINGARDEN



BEFORE

A raingarden is a shallow depression that captures rainwater, removes pollutants, and soaks the water into the ground.



AFTER

PRACTICE:

- Raingarden

BENEFITS:

- Runoff volume reduction
- Improved water quality
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2025

PROJECT: Installation of a 108 sq ft residential raingarden.

COST: Project materials cost estimated at \$950

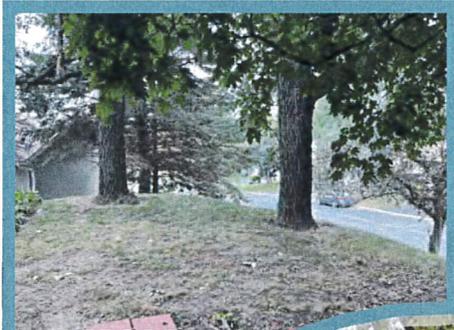
FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:
Maywood Drive
Burnsville



BLACK RESIDENTIAL NATIVE GARDEN



BEFORE

A native garden, also called natural landscaping, uses plants, trees and grasses that are suitable for growth in a particular geographical area



AFTER

PROJECT: Installation of a 432 sq. ft. residential native garden.

COST: Project materials cost estimated at \$633

FUNDING: Landowners receive a \$250 Landscaping for Clean Water grant as well as technical assistance provided by the Dakota County Soil and Water Conservation District



LOCATION:

Apple View Ln
Burnsville



PRACTICE:

- Native Garden

BENEFITS:

- Runoff volume reduction
- Slope stabilization
- Improved wildlife habitat
- Opportunity for public education and outreach
- Improved aesthetics

PARTNERS:

- Black Dog Watershed Management Organization

WATERSHED:

- Black Dog

INSTALLATION:

- Summer 2025



INVOICE

Invoice No: 0001199623
Invoice Date: 1/26/26
Page: 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: 2/25/26

Bill To:
BLACK DOG LAKE WATERSHED MGMT ORG
JOHN STELZNER / DARYL JACOBSON
c/o City of Burnsville
13713 Frontier Ct
Burnsville MN 55337-4720
United States

AMOUNT DUE: \$ 3,040.00 USD

Amount Remitted

For account questions: metcar@metc.state.mn.us

Table with 7 columns: Line, Identifier, Description, Quantity, UOM, Unit Amt, Original Net Amount. Row 1: CAMP, Community-Assisted Monitoring, 1.00, EA, 3,040.00, 3,040.00. Subtotal: 3,040.00

Contract: 25R007C

Quantity of lake sites: 4 at \$760 each.
2025 Citizen-Assisted Monitoring Program

For questions about this bill, please contact Brian Johnson at 651-602-8743 or 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

Handwritten signature and initials 'OK'

Handwritten date: 1-27-26

**BLACK DOG WMO
CASH ACTIVITY REPORT 2026**

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 12/31/25					653,795.34											
21-Jan	Barr Engineering Co (2025)		1868	1,886.30		1,538.30	348.00									
31-Jan	Interest Income	2,039.72														
01/31/26 Balance		2,039.72		1,886.30	653,948.76	1,538.30	348.00	-	-	-	-	-	-	-	-	
Total Revenue		2,039.72	Total Expense		1,886.30	1,538.30	348.00	-	-	-	-	-	-	-	-	
Less: 2025 A/R		-	Less: 2025 A/P		(1,886.30)	(1,538.30)	(348.00)	-	-	-	-	-	-	-	-	
December LMC insurance reclass		-		-												
Total YTD 2026 Revenue		2,039.72	Total YTD 2026 Exp		-	-	-	-	-	-	-	-	-	-	-	
			2026 Budget		162,500.00	32,100.00	50,800.00	-	-	2,500.00	7,500.00	25,500.00	32,400.00	6,200.00	500.00	5,000.00
			Budget Remaining		162,500.00	32,100.00	50,800.00	-	-	2,500.00	7,500.00	25,500.00	32,400.00	6,200.00	500.00	5,000.00
	YTD Interest Income	2,039.72														

BLACK DOG WATER MANAGEMENT COMMISSION

Budget Performance Report

December 31, 2025

(as of 1/31/2026)

	CURRENT MONTH	YEAR TO DATE			VARIANCE FAVORABLE (UNFAVORABLE)
	ACTUAL	GENERAL FUND BUDGET	CAPITAL IMPROVEMENT FUND BUDGET	ACTUAL	
Opening Fund Balance		\$ 452,567	\$ 128,489	\$ 581,056	
REVENUES :					
Member Contributions:					
City of Apple Valley	\$ -	\$ 9,362	\$ 972	\$ 10,334	\$ -
City of Burnsville	-	85,489	9,204	94,693	-
City of Eagan	-	534	-	534	-
City of Lakeville	-	23,615	2,324	25,939	-
Total Member Contributions	-	119,000	12,500	131,500	-
Other Revenues:					
Interest	\$ -	\$ 15,000	\$ -	\$ 25,303	\$ 10,303
Grant (State of MN BWSR)	-	-	-	-	-
Total Other Revenue	-	15,000	-	25,303	10,303
Total Revenues	\$ -	\$ 134,000	\$ 12,500	\$ 156,803	\$ 10,303
EXPENDITURES :					
General Engineering Support	\$ 1,538	\$ 34,000	\$ -	\$ 18,710	\$ 15,290
Special Projects - General Fund	348	46,000	-	31,733	14,267
Special Projects - Capital Improvement Fund	-	-	-	-	-
Special Projects - General Fund Reserve	-	-	-	-	-
Insurance	-	2,500	-	2,828	(328)
Legal and Audit	-	11,000	-	6,920	4,080
Administrative Support	-	25,000	-	-	25,000
Public Education	-	25,700	-	24,046	1,654
Water Quality Monitoring	-	5,400	-	1,714	3,686
Conference/Publications	-	500	-	-	500
Contingency	-	5,000	-	-	5,000
Total Expenditures	1,886	155,100	-	85,951	69,149
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,886)	(21,100)	12,500	70,853	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES PLUS OPENING FUND BALANCE				<u>651,909</u>	
TOTAL CASH AVAILABLE 12/31/2025	651,909				
Fund Balance 12/31/2025	<u>\$ 651,909</u>				

BLACK DOG WATER MANAGEMENT COMMISSION

Budget Performance Report January 31, 2026

	CURRENT MONTH	YEAR TO DATE			
	ACTUAL	GENERAL FUND BUDGET	CAPITAL IMPROVEMENT FUND BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
Opening Fund Balance		\$ 510,920	\$ 140,989	\$ 651,909	
REVENUES :					
Member Contributions:					
City of Apple Valley	\$ -	\$ 9,403	\$ 981	\$ -	\$ (10,384)
City of Burnsville	-	85,291	9,161	-	(94,452)
City of Eagan	-	531	-	-	(531)
City of Lakeville	-	23,775	2,358	-	(26,133)
Total Member Contributions	-	119,000	12,500	-	(131,500)
Other Revenues:					
Interest	\$ 2,040	\$ 15,000	\$ -	\$ 2,040	\$ (12,960)
Grant (State of MN BWSR)	-	-	-	-	-
Total Other Revenue	2,040	15,000	-	2,040	(12,960)
Total Revenues	\$ 2,040	\$ 134,000	\$ 12,500	\$ 2,040	\$ (144,460)
EXPENDITURES :					
General Engineering Support	\$ -	\$ 32,100	\$ -	\$ -	\$ 32,100
Special Projects - General Fund	-	50,800	-	-	50,800
Special Projects - Capital Improvement Fund	-	-	-	-	-
Special Projects - General Fund Reserve	-	-	-	-	-
Insurance	-	2,500	-	-	2,500
Legal and Audit	-	7,500	-	-	7,500
Administrative Support	-	25,500	-	-	25,500
Public Education	-	32,400	-	-	32,400
Water Quality Monitoring	-	6,200	-	-	6,200
Conference/Publications	-	500	-	-	500
Contingency	-	5,000	-	-	5,000
Total Expenditures	-	162,500	-	-	162,500
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>2,040</u>	<u>(28,500)</u>	<u>12,500</u>	<u>2,040</u>	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES PLUS OPENING FUND BALANCE				<u><u>653,949</u></u>	
TOTAL CASH AVAILABLE 1/31/2026	653,949				
Fund Balance 1/31/2026	<u><u>\$ 653,949</u></u>				

**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 (BDWMO) a watershed management body consisting of the cities of Apple Valley, Burnsville, Eagan, Lakeville and Savage. 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 and BDWMO's contributions toward SWCD cost share projects.
2. **TERM.** This Agreement shall be in effect as of January 1, 2026, notwithstanding the dates of the signatures of the parties, and shall remain in effect until December 31, 2026, 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 *2026 Work Plan and Budget Black Dog Watershed Management Organization*, which is attached and incorporated herein as **Exhibit 1**. BDWMO agrees to pay the SWCD for all services provided pursuant to this Agreement and contribute to cost share projects as expressed in **Exhibit 1** up to the not to exceed amount identified in Section 4 herein.

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 and cost share project contributions pursuant to this Agreement shall not exceed \$35,835 (Not-to-Exceed Amount). The BDWMO shall pay SWCD for purchased services and cost share contributions at the rates set out in **Exhibit 1**.
5. **TIME OF PAYMENT.** The BDWMO shall make payment to the SWCD within 45 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 45 days.
6. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The BDWMO may refuse to pay any claim for services or cost share contribution 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 or the end of the term identified in Section 2, 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, plus the cost share contributions for projects that have already been approved by the SWCD at the time of termination. In no case shall such payments exceed the Not-to-Exceed Amount.

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. 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. The parties understand and agree that one or more of the scope of services set forth in **Exhibit 1** to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.
11. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. Said consent may be subject to conditions. 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, volunteers and/or 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, volunteers and/or agents. The Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.
13. INSURANCE. 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.
14. 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:
 Kevin Chamberlain or successor, Chair
 Dakota County SWCD
 4100 220th Street West, Suite 102
 Farmington, MN 55024

To BDWMO:
 Curtis Enestvedt, or successor, Chair
 BDWMO
 100 Civic Center Parkway
 Burnsville, MN 55337

In addition, notification to the BDWMO or the SWCD regarding termination of this Agreement by the other party shall also be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033

15. 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: Ashley Gallagher, or successor
 Telephone: (651) 480-7781
 Email: ashley.gallagher@co.dakota.mn.us

BDWMO Liaison: Daryl Jacobson, or successor
 Telephone: (952) 895-4574
 Email: daryl.jacobson@burnsvillemn.gov

16. 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.

17. 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. The Minnesota Government Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the BDWMO, the SWCD may direct the public to the BDWMO for access to the data.

The BDWMO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stats. Ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

18. 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.

19. 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.

20. 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.

21. 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.

- 22. 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.
- 23. SURVIVORSHIP. The following provisions of this Agreement survive after the termination date of this Agreement: Section 12 (Liable for Own Acts); Section 17 (Data Privacy); Section 18 (Records Retention/Audit) Section 21 (Minnesota Law to Govern); Section 22 (Severability).
- 24. 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 _____
 Curtis Enestvedt, or successor, Chair
 Date of Signature _____

By _____
 Mike Hughes, or successor, Vice Chair
 Date of Signature _____

Approved as to form:

/s/ Brian J. Wisdorf 12/10/2025
 Assistant Dakota County Attorney/Date
 KS-25-712
 SWCD Board Action # 25-160

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By Kevin Chamberlain
 Kevin Chamberlain, Chair
 Date of Signature 12-18-25

**2026 Dakota County SWCD Work Plan and Budget for the
Black Dog Watershed Management Organization**

Exhibit 1

Task	Calculation			Sub-total
	Hours	Rate	Fees	
Education and Outreach				
BDWMO Website Hosting and Maintenance	25	\$105.00	\$1,120.00	\$3,745.00
Host and maintain a website, as required by BWSR, with meeting information, plans, reports, grants and other information. Review website for new ADA accessibility compliance requirements.			Fee is for web hosting	
Lawns Re-Imagined			\$3,000.00	\$3,000.00
Provide a Lawns Reimagined presentation, access to program materials, and all back-end coordination. <i>(Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking.)</i>			Lawns Reimagined Class= \$3,000	
Chloride Reduction Outreach	8	\$105.00	\$250.00	\$1,090.00
Provide outreach materials to Dakota County Library (Burnhaven) for Winter Salt Week, coordinate with Library staff.			\$250 per library	
Landscaping for Clean Water			\$13,000.00	\$13,000.00
Provide access to the Landscaping for Clean Water Introduction Class Materials, Design Course Materials, Shoreline Class, and Maintenance Workshop for both In person and Virtual Class Options <i>(Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance.)</i>			Introduction Classes= \$3,000 Design Courses= \$6,000 Maintenance Workshop= \$2,000 Shoreline Workshop= \$2,000	
Education and Outreach Total				\$20,835.00

Technical Assistance		Hours	Rate	Fees	
Lawns Re-Imagined				\$3,600.00	\$3,600.00
Technical assistance to homeowners participating in the Lawns Re-Imagined Program.				\$600 times 6 projects	
Landscaping for Clean Water - Project installs				\$6,600.00	\$6,600.00
Technical assistance to homeowners including layout, mid-point and final inspections for raingardens, native plantings and shoreline stabilizations.				\$600 times 12 projects	
Technical Assistance Total					\$10,200.00

**2026 Dakota County SWCD Work Plan and Budget for the
Black Dog Watershed Management Organization**

Cost Share	Fees	
Landscaping for Clean Water - Landowner Grants	\$4,800.00	\$4,800.00
Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies.	\$400 times 12 projects	
Cost Share Total		\$4,800.00

Total Agreement Not-to Exceed	\$35,835.00
--------------------------------------	--------------------

Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work progresses. If proposed changes are to exceed the total agreed amount, this work plan will then be amended and re-executed by the BDWMO and SWCD.

Letter of interest to provide

ENGINEERING CONSULTING SERVICES

For the years 2026 and 2027



Prepared for the

Black Dog Watershed Management Organization

Submitted by Barr Engineering Co.
February 2026



February 13, 2026

Black Dog Watershed Management Organization
c/o Daryl Jacobson
City of Burnsville Maintenance Facility
13713 Frontier Court
Burnsville, MN 55337

Re: Interest in providing 2026–2027 engineering consulting services

Dear commissioners:

Barr Engineering Co. is pleased to submit our qualifications to the Black Dog Watershed Management Organization (BDWMO) to provide continued engineering consulting services. We value our years of assistance to the WMO, which began in 1996. This history gives us a deep understanding of your organization's goals, priorities, and challenges. Some of the benefits Barr offers include:

- **Long-term commitment to working with you.** Having served the WMO for 30 years, our team knows your organization's approach to watershed management—your policies, goals, and operations. You can count on us to continue guiding existing activities and identify future actions to improve the watershed. We are committed to providing cost-effective and quality service from a core team that has served you for many years. Our team will be anchored by **Greg Williams**, who has served as BDWMO engineer since 2023 and has worked with the WMO since 2010. This year, replacing recently retired Karen Chandler, **Stephanie Johnson** will serve in the role of project principal, bringing 20 years of WMO and municipal experience. This means that you can count on continuity of team members and a commitment to getting the work done right the first time, on schedule and within budget.
- **In-depth knowledge of your watershed and efforts to maintain the quality of the water resources.** We know your watershed's history, physical characteristics, and improvement efforts. Through management level water quality monitoring, we establish a thorough understanding of the health of your strategic water bodies. This knowledge means early identification of emerging issues, less time getting up to speed, and greater confidence and efficiency in providing the best possible plans and solutions.
- **Credibility.** Barr has established a reputation as experts in water resources management and has developed strong working relationships with governmental agencies. The WMO will continue to benefit from Barr's reputation and these relationships, as they allow us to keep abreast of current grant opportunities, changing regulatory programs, management practices, and developing water and natural resource issues. This will be especially helpful to your organization as you continue to implement your watershed management plan and leverage watershed-based implementation funding.
- **Multidisciplinary team with a wide breadth of knowledge to address any of your challenges.** With more than 1,100 engineers, scientists, and technical experts company-wide, we have the expertise and capacity to solve your most challenging problems, both in terms of size and complexity. We can draw from a variety of disciplines, and our depth and breadth of staff allow you to easily access additional personnel, as needed.

Thank you for the opportunity to provide information regarding our watershed management services. We look forward to continuing our successful working relationship. If you have any questions, please feel free to contact Stephanie at 952-842-3766 or stephanie.johnson@barr.com, or Greg at 651-261-0751 or gwilliams@barr.com.

Sincerely,



Stephanie Johnson, PhD, PE
Principal in Charge



Greg Williams, PE
Project Manager



Water resources services



Water quality monitoring, studies, and project implementation

Barr conducts surface water quality studies and develops management plans for lakes, streams, and wetlands to achieve goals specific to those water bodies. We have completed more than 30 total maximum daily load (TMDL) studies and water restoration and protection strategy (WRAPS) projects. Many were large-scale and/or multiple-impairment studies. Barr has also conducted numerous smaller-scale subwatershed assessments, including the Keller Lake subwatershed assessment for the City of Apple Valley.

Barr also helps our clients identify, design, and implement water quality improvement projects. From 2018 to 2021, we assisted the BDWMO in preparing for and performing two in-lake alum treatments of Keller Lake. We also helped the BDWMO secure a Board of Water and Soil Resources (BWSR) Clean Water Fund grant for the alum treatments. In addition, Barr is in the process of helping the City of Apple Valley design and construct stormwater pond improvements to reduce phosphorus loading to Keller Lake.

Barr develops and implements lake monitoring programs for WMOs and municipalities that are specific to each organization's objectives. We establish baseline information, identify trends, and support more detailed analyses of the

ecological health of the water bodies. Barr currently performs management-level water quality monitoring on five BDWMO strategic water bodies. Management-level water quality monitoring was recently expanded to include chloride monitoring.

Our services include:

- Diagnostic feasibility studies to determine the causes of poor lake water quality and evaluate the feasibility and benefits of various water quality improvement practices
- TMDL studies for clients and the Minnesota Pollution Control Agency (MPCA), including developing TMDL reports and implementation plans
- Water quality modeling to identify pollutant sources and prioritize improvement efforts
- Collection, analysis, and reporting of chemical and biological data for lakes, including trends
- Aquatic plant monitoring and management
- Stormwater best management practice (BMP) design to improve downstream water quality
- Design and implementation of chemical treatment options for in-lake, pond, or other watershed BMPs



Barr performed management-level monitoring of Orchard Lake in 2024.

Watershed planning and management

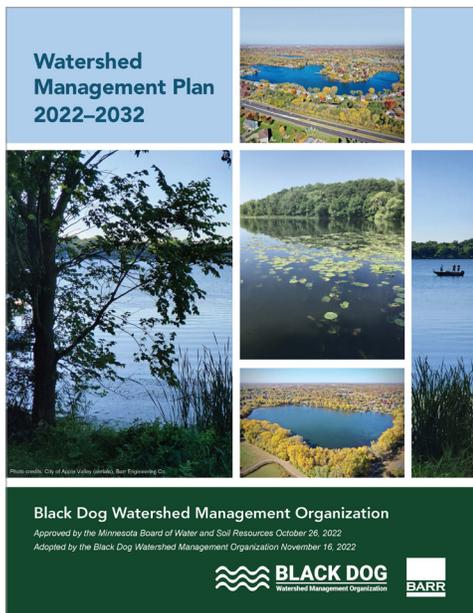
Barr has provided engineering expertise to WMOs and federal, state, and municipal clients for more than 50 years, and our water resources staff has grown to include more than 100 water resources engineers and scientists. Whether you have a single concern or need help with multiple complex watershed issues, we can provide workable, affordable, and environmentally sound solutions. We've written dozens of watershed management plans and updates and have also helped more than 50 municipalities develop local water management plans.

Barr recently helped the BDWMO commissioners develop their 2022–2032 watershed management plan, which the BDWMO adopted in October 2022. Throughout the process, we provided the commissioners with the information and experience needed to confidently develop a plan, including prioritized, targeted, and measurable actions. Since adoption, Barr has worked with the BDWMO and cities to track measurable progress toward the plan goals. We will continue to help the BDWMO leverage watershed-based implementation funding to implement the plan.

We can also help secure grants to fund projects, including ecological restoration, stormwater management, and flood risk reduction. We have helped prepare winning applications for public and private clients, including the BDWMO and other WMOs, with awards ranging from \$10,000 to \$10 million.

Our services include:

- Preparation of watershed management plans and amendments
- Gaps analyses for WMOs
- Tracking of grant opportunities and grant application assistance
- Development of rules, regulations, and performance standards for WMOs
- Review of local water management plans for conformance with WMO plans
- Support of WMO and partner use of watershed-based implementation funding
- Coordination with administrators, commissioners, municipalities, regulatory agencies, and other stakeholders to achieve shared goals
- Stakeholder involvement coordination and facilitation
- Preparation of annual reports
- Tracking of plan implementation and reporting of progress toward measurable goals
- Review of development and redevelopment plans and projects
- Administrative support



Stormwater and flood risk management

Local and state regulatory agencies have increased their regulation of stormwater, resulting in increased focus on stormwater BMPs that reduce the rate and volume of runoff and the associated pollutant loading. Our knowledge of and experience with alternative and innovative stormwater practices allow us to pursue creative solutions to stormwater problems on challenging sites.

When it comes to urban stormwater BMPs, we wrote the book—the Metropolitan Council's *Minnesota Urban Small Sites BMP Manual*. This served as a model for the *Minnesota Stormwater Manual* published by the MPCA. Barr was also the primary consultant to the MPCA for the minimal impact design standards (MIDS) project, which included developing stormwater performance standards and a BMP credit calculator to promote the implementation of low-impact development.

Changing trends in precipitation amounts and intensities place increasing pressure on stormwater infrastructure, and on cities and WMOs tasked with protecting public safety and property. Barr's experience in hydrologic and hydraulic modeling, risk assessment, and regulatory policy maintains our position at the forefront of floodplain management issues.



Residents attend an open house for a Barr-designed project in the Keller Lake watershed.

Our stormwater management services include:

- Evaluation of stormwater management systems with computer models to estimate watershed runoff, flow through storm sewer networks, and flood elevations in ponds, lakes, and streams
- Inventory and evaluation of sediment accumulation in stormwater ponds, including surveying ponds, collecting sediment samples, and evaluating laboratory results, as well as obtaining necessary permits for sediment removal projects
- Determination of project cost allocations to stakeholders based on hydrologic and water quality modeling analyses
- Installation and operation of stormwater flow and water quality monitoring equipment
- Design and construction oversight of stormwater management infrastructure, including storm sewers, detention ponds, stormwater treatment BMPs, flood protection measures, and dams
- Assistance for counties, municipalities, and other municipal separate storm sewer system (MS4) operators in meeting National Pollutant Discharge Elimination System (NPDES) permitting requirements

Our flood risk reduction and floodplain management services include:

- Hydrologic and hydraulic modeling, including identifying needs and model selection
- Flood insurance studies
- Floodplain mapping and map revisions
- FEMA levee certifications
- Floodplain permitting
- Dam failure analyses
- Flood control structure design

Ecological planning

Barr understands the interaction between the natural and built environment. Using this as a basis for design, we look for affordable and long-term solutions that blend traditional engineering practices with an ecologically sound approach that strives to balance ecological function, watershed characteristics, and hydrologic conditions with the ways people use the land. Throughout our work for WMOs, we encourage and promote the use of innovative stormwater management techniques where appropriate. Recent work for the BDWMO includes planning goldfish removal from Keller Lake.

Our services include:

- Development and redevelopment site design using low-impact design principles
- Low-impact development stormwater BMPs (rain gardens and infiltration and filtration systems)
- Ecological health monitoring programs for water bodies
- Master planning for stormwater and natural resources management
- Lakescaping to improve shoreline stability and habitat
- Aquatic plant management plans
- Rapid response plans for aquatic invasive species
- Environmental reviews
- Education and interpretive planning
- Fish and wildlife management
- Greenway planning

Wetland management

Barr helps WMOs and cities delineate wetlands, assess functions and values, and administer the Wetland Conservation Act (WCA). We have provided wetland services and been involved in administration of the WCA since the law's inception in 1991 and through the four major amendments adopted since the permanent rules went into effect in 1993. As a result, we have developed an in-depth knowledge of the law and its administration. Our team includes Minnesota-certified wetland delineators with the experience necessary to assist the BDWMO and its cities.

Our services include:

- Delineation of wetland boundaries and wetland classification
- Wetland inventories and function and value assessments
- Wetland monitoring and wetland monitoring training
- Design and implementation of wetland restoration plans
- Wetland mitigation plan development and permitting assistance
- Assistance to local government units in administering Minnesota's WCA
- Evaluation of wetland hydrology and potential impacts of hydrologic modifications



A healthy aquatic plant community provides fishery habitat on Orchard Lake.



Key team members

Greg Williams, an experienced senior water resources engineer, will serve as the BDWMO's primary contact and WMO engineer. He will handle day-to-day activities, coordinate with the administrator, and attend BDWMO and technical advisory committee meetings. **Stephanie Johnson** will serve as overall director of Barr's work and will be available to share her extensive knowledge of watershed management. Greg and Stephanie will be supported by a team of experts who are leaders in limnology, surface water quality, aquatic invasive species management, wetlands, stormwater management, ecology, shoreline and habitat restoration, and watershed management planning. Our Minneapolis-based team is just minutes away, which will facilitate consistency and face-to-face interactions. If additional technical resources are needed, you'll have easy access to Barr's 1,100-plus engineers, scientists, and technicians across 24 disciplines.



GREG WILLIAMS, PE

Senior Water Resources Engineer, Project Manager
MSCE, Civil and Environmental Engineering

Greg has nearly 20 years of experience helping WMOs and cities develop watershed and surface water management plans, capital improvement plans, ordinances, policies, hydrologic and hydraulic models, and water quality models. He contributed to the BDWMO 2012 plan and managed the update of the WMO's 2023–2032 watershed management plan. Following adoption of the plan, he helped the BDWMO develop metrics and “scorecards” to track progress toward plan goals. Greg began providing primary engineering services to the BDWMO in late 2023, building on his years of experience with the WMO. He has served as the engineer for the Lower Mississippi River WMO for 10 years, assisting that organization with grant applications, technical assistance, and engineering services addressing water quality, flood risk reduction, and stormwater management needs. Greg is currently helping the Lower Mississippi River WMO execute actions identified in its 2023–2032 watershed management plan. He has managed or assisted in the development of the most recent watershed management plans for the Bassett Creek Watershed Management Commission, Capitol Region Watershed District, Lower Rum River WMO, Ramsey-Washington Metro Watershed District, Riley Purgatory Bluff Creek Watershed District, and Valley Branch Watershed District. He also managed the most recent local water management plan updates for several cities in the Twin Cities area and greater Minnesota.



STEPHANIE JOHNSON, PhD, PE

Vice President, Senior Water Resources Engineer, Principal in Charge
PhD, Civil Engineering

Stephanie will step into the role vacated by recently retired Karen Chandler, who served the BDWMO for over 25 years. Stephanie brings two decades of experience working with WMOs, cities, and other public clients to implement stormwater and watershed management programs; develop management plans; conduct hydrologic, hydraulic, and water quality analyses; manage water quality monitoring programs; and assist with feasibility assessment, design, and construction of stormwater projects. Stephanie also assists clients with stakeholder engagement, including community relations, public presentations, and the facilitation of public processes. At Barr, Stephanie specializes in leading multidisciplinary teams serving diverse water management clients, including the BDWMO, Bassett Creek Watershed Management Commission, Lower Rum River WMO, and South Washington Watershed District.



GREG WILSON, PE

Senior Water Resources Engineer, Water Quality Management
MS, Civil Engineering

Greg has 35 years of experience in water resources management. His expertise includes water quality modeling, TMDL and WRAPS studies, stressor identification, limnology, watershed and lake management plan development, hydrology and hydraulics, NPDES and wetland permitting, diagnostic feasibility studies, stormwater pollution prevention plan development, and public education and outreach. He has managed 14 separate TMDL/WRAPS projects for the MPCA and local WMOs and is a frequent contributor to water quality and stormwater management guidance published in the *Minnesota Stormwater Manual*. Greg recently helped the BDWMO and the City of Burnsville plan and complete alum treatments of lakes and ponds. He managed the Keller Lake alum treatment project, including preparing the feasibility study, assisting the BDWMO in its successful BWSR Clean Water Fund grant application, and overseeing both phases of alum treatment. Greg also managed the development of an updated Keller Lake use attainability analysis (UAA) study for the City of Burnsville in 2020. He recently completed comprehensive lake and watershed management studies and implementation projects for Sweeney Lake that included controls on carp population and sediment phosphorus release.



KEVIN MENKEN

Senior Environmental Engineer, Water Quality Management
MS, Environmental Engineering

Kevin has 20 years of experience in water resources engineering and environmental investigation, remediation, and restoration. In addition to performing sediment investigations and phosphorus studies, he manages water quality monitoring of lakes, rivers, and streams; models pollutant runoff from watersheds; and develops TMDLs. Kevin conducts laboratory analyses of phosphorus fractions in lake sediments, performs studies on internal phosphorus loading, and determines alum dosing to treat internal lake phosphorus loading. He also manages Barr's aquatic invasive species prevention program. For the BDWMO, Kevin manages the management level water quality monitoring of the BDWMO's strategic water bodies and conducted sediment sampling and sediment phosphorus analyses at Lac Lavon.



KAREN WOLD

Senior Environmental Scientist, Wetland and Habitat Management
BA, Environmental Studies

Karen has 25 years of experience with wetland delineations, monitoring, permitting, replacement plans, and functional assessments for Minnesota WMOs and municipal, county, industry, and commercial clients. She serves as a technical representative for administration of the WCA and local government wetland rules. Past BDWMO work has included revamping the habitat monitoring program and conducting field monitoring, wetland functional analysis, and reporting.



DAVE MELMER

Senior Environmental Technician, Water Quality Monitoring
BS, Biology

Dave has over 40 years of experience collecting and analyzing biological and water chemistry samples from lakes, rivers, streams, and stormwater treatment discharges. His work includes periphyton, zooplankton, and macroinvertebrate sampling; water quality monitoring and sampling; collection of sediment cores from rivers, lakes, and holding ponds; electro-fish surveys; and wetland delineation assistance. He has conducted work at several BDWMO strategic water bodies.



MEG RATTEI

Senior Biologist, Aquatic Plant Management
BA, Biology

Meg has over 50 years of experience working on projects involving aquatic species monitoring and management as well as water quality monitoring, studies, and management plans. She develops aquatic invasive species prevention, management, and emergency response plans, including for the Valley Branch Watershed District and the Bassett Creek Watershed Management Commission. Meg has managed more than a dozen herbicide treatment implementation projects to control Eurasian watermilfoil and/or curly-leaf pondweed. She was also involved in the response to a zebra mussel infestation in a regionally important lake in the Twin Cities metropolitan area. Meg manages the aquatic plant surveys performed on behalf of the BDWMO.



JEN KOEHLER, PE

Senior Water Resources Engineer, Water Quality Management
MS, Water Resources

Jen's 20 years of experience include working on projects involving hydrologic and hydraulic modeling, in-lake water quality modeling, water management planning, and the development of BMPs, including for stormwater reuse. She worked on the BDWMO's TMDL study for Crystal, Keller, and Lee lakes and has been involved with developing related implementation plans. Jen helped the City of Apple Valley conduct a subwatershed assessment of the Keller Lake watershed to identify potential projects to help the city achieve its wasteload allocation and assisted the city in developing a feasibility study for one of the potential projects (Redwood Pond).



FRED ROZUMALSKI, PLA
Senior Landscape Ecologist and Landscape Architect
MLA, Landscape Architecture

For 30 years, Fred has applied his expertise in ecology, master planning, natural resource inventories, shoreline and plant community restoration, alternative stormwater management, native landscape design, and sustainable landscape architecture to projects for WMOs, municipalities, private-sector clients, and arts and educational institutions. He worked on rain garden installations in a Burnsville neighborhood to manage stormwater entering Crystal Lake. Other projects include natural resources master plans for parks and several upland and wetland restorations.



JOE BISCHOFF
Senior Aquatic Ecologist
MS, Ecosystems Ecology

Joe has nearly 30 years of experience in stormwater, lake, reservoir, and watershed management, including TMDLs, deep- and shallow-lake modeling and restoration, watershed assessment for water quality restoration, Clean Water Act implementation, and biological assessment. He uses a broad range of tools tailored to client needs and problem complexity, including GIS, statistical analyses, experimental and monitoring design, database construction and management, and watershed and receiving-water modeling. Joe also has a deep understanding of sediment chemistry, especially as it relates to phosphorus cycling. He has applied that knowledge to improve water quality in lakes with sizable internal phosphorus loads and in stormwater ponds that were releasing phosphorus instead of capturing it. Another critical part of Joe's practice is public outreach and education focused on effectively communicating complex environmental issues to audiences ranging from academic practitioners to interested homeowners. He has developed functional assessments and ecosystem service analyses for wetlands in the Riley Purgatory Bluff Creek and Nine Mile Creek watersheds.



JOSH PHILLIPS, PE
Civil Engineer
BS, Civil Engineering

Josh has 10 years of civil engineering experience, with an emphasis in water resources. His projects involve stormwater management and design, infrastructure inspection and maintenance, stormwater and land development permitting reviews, feasibility assessments for water quality improvement projects, and ravine and stream stabilization. Josh worked on the Keller Lake subwatershed assessment for the City of Apple Valley to identify locations for potential stormwater management BMPs, such as tree trenches, rain gardens, stormwater ponds, and subsurface filtration or infiltration devices, as well as the design or retrofit design of these BMPs using low-impact development and green infrastructure principles. The identification of these BMPs led to the prioritization of potential projects to improve water quality in Keller Lake. Josh later assisted the City of Apple Valley with multiple feasibility studies to further develop these concepts and provide stormwater improvement options for the city to consider. He is currently assisting Apple Valley with the final design of one of these stormwater improvement projects.

About Barr

Barr traces its roots to the early 1900s and the work of Adolph Meyer, a pioneering Minnesota hydrologist. Doug Barr began working with Meyer in the 1950s and built a practice of his own while learning from this skilled hydrologist.

When Barr Engineering Co. was incorporated as an employee-owned firm in 1966, it had 16 staff members. Today, over 1,100 employees assist clients from offices in Minnesota, Colorado, Michigan, Missouri, New Mexico, North Dakota, and Utah, as well as Alberta, Canada.

Our commitment to water resources remains strong. Close to 100 engineers and scientists in our Minneapolis office alone are engaged in the practices of water resources engineering and planning, wetland management, ecology, and limnology.

Barr has served as the BDWMO's engineer since 1996. Our services have included preparing watershed management plans; monitoring lakes for water quality and habitat; conducting water quality studies; preparing the TMDLs for Crystal, Keller, and Lee lakes; reviewing member cities' UAA and TMDL implementation projects; implementing the Keller Lake alum treatment project (and assisting with grant application and administration); and helping operate, monitor, evaluate, and discontinue a ferric chloride system.

In addition to the BDWMO, Barr has worked for more than two dozen Minnesota WMOs and serves as the primary engineering consultant to:

- Bassett Creek Watershed Management Commission (since 1969)
- Lower Mississippi River Watershed Management Organization (since 1987)
- Lower Rum River Water Management Organization (since 1987)
- Nine Mile Creek Watershed District (since 1960)
- Ramsey-Washington Metro Watershed District (since 1975)
- Riley Purgatory Bluff Creek Watershed District (1969–2007; 2013–present)
- Valley Branch Watershed District (since 1969)





Campbell Knutson

February 10, 2026

Black Dog Watershed Management Commission
c/o Mr. Daryl Jacobson
Black Dog WMO Administrator
City of Burnsville, Burnsville Maintenance Facility
13713 Frontier Court
Burnsville, MN 55337

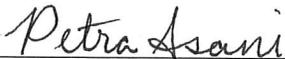
**RE: BLACK DOG WATERSHED MANAGEMENT ORGANIZATION
LETTER OF INTEREST FOR LEGAL SERVICES**

Dear Mr. Jacobson,

Campbell Knutson, P.A. is interested in reappointment as the attorneys for the Black Dog Watershed Management Organization ("Black Dog WMO"). Our firm has represented Black Dog WMO since 1982 and the long-standing relationship has been fruitful. We suggest that Petra Asani serve as the lead attorney, with Jared Shepherd serving as her back-up. We are also proposing a fee increase to \$185 per hour for attorneys (previously \$175). Fees for law clerks/legal administrative assistants would remain at \$100 per hour.

We have enjoyed working with the Black Dog WMO and look forward to working with you in the future. If you have any questions or require any additional information, please feel free to contact me.

Very truly yours,



Petra Asani

Jared D. Shepherd

Direct phone: 651-234-6212

Email: pasani@ck-law.com

GRAND OAK OFFICE CENTER I
860 BLUE GENTIAN ROAD, SUITE #290
EAGAN, MN 55121