

#### **Board of Managers Meeting Agenda**

Wednesday - February 10<sup>th</sup>, 2021 - 3:00 p.m. Held Remotely Online

1.	Call Meeting to Order  1.1 Public Comment / Introductions  Audience members may address the Board regarding items not on the agenda. Please limit to three minutes. 1.2 Approval of Agenda* (Additions/Corrections/Deletions)	Action
2.	Approval of January 13th, 2021 Meeting Minutes - Chair*	Action
3.	Approval of February 10th, 2021 Financial Summary & Invoices - Treasurer**	Action
4.	Review and Authorize Execution of 2021 Ramsey County Agreement for Services - SWCD*	Action
5.	Approve 2020 Audit Engagement Letter with Peterson Company - SWCD*	Action
6.	Approve Membership with Metro Watershed Partners for 2021 - SWCD**	Action
7.	Authorize Administrator to Submit Work Plan for Fiscal Year 2021 Watershed Based Funding Grant and Authorize Board Chair to Execute Grant Agreement - SWCD*	Action
8.	Watershed Management Plan Update - Barr	Discussion
9.	Presentation: LMRWMO Alternate CIP Funding - SWCD	Information
	Updates and Handouts 10.1 Grant Tracking Update - Barr** 10.2 LMRWMO Grant Status Update 10.3 Other Updates / Member City Updates  Agenda Items for Next Meeting: March 10 <sup>th</sup> , 2021	Information Information Information
	Agenda hems for Next Weeting. Water 10 , 2021	

\*Materials included in full packet

\*\*Materials available separately on website:

www.dakotacountyswcd.org/watersheds/lowermisswmo/agendas.html

Meeting Information on Following Page.

12. Adjourn

Please note, the February 10<sup>th</sup>, 2021 LMRWMO Board meeting will take place **via teleconference by phone and/or the web-based application, Zoom, at 3:00 pm.** We are following provisions in Minnesota Open Meeting Law addressing meetings in the case of pandemic. Please visit the meeting listing below for instructions on how to participate. **The meeting link will be open at 2:45, 15 minutes prior to the start time, to allow for technical troubleshooting for people to get connected and into the meeting.** 

Topic: LMRWMO February 10th, 2021 Board Meeting

Time: Feb 10, 2021 02:30 PM Central Time (Zoom meeting opens at 2:45 for troubleshooting,

meeting starts at 3:00 pm)

#### Join Zoom Meeting

https://dakotacountymn.zoom.us/i/94395604101?pwd=L3I2SHduNGxhN0pVUERnWkNIZWdQQT09

Meeting ID: 943 9560 4101

Passcode: 861338

Dial by your location +1 651 372 8299 US (Minnesota)

Meeting ID: 943 9560 4101

Passcode: 861338



#### **MEETING MINUTES**

Board of Managers Regular Meeting January 13, 2020 - 3:00 p.m. Meeting Held Remotely Online

#### **Managers and Alternates in Attendance:**

Sharon Lencowski, (Chair) Inver Grove Heights Mary Jeanne Schneeman, (Sec/Tres) Mendota Heights Tom Sutton, Lilydale Karen Reid, (Vice Chair) Saint Paul Sheila Vanney, West St. Paul Jill Smith, Mendota Heights

#### **Advisors and Others in Attendance:**

Tom Kaldunski, Inver Grove Heights Krista Spreiter, Mendota Heights Ross Beckwith, West St. Paul Greg Williams, Barr Engineering Lindsey Albright, Dakota County SWCD Ryan Ruzek, Mendota Heights Pat Murphy, St. Paul Dawn Gaetke, Inver Grove Heights Julie Eastman, West St. Paul Joe Barten, Dakota County SWCD

#### 1. Call Meeting to Order

1.1 Public Comment / Introductions

Audience members may address the Board regarding items not on the agenda.

1.2 Approval of Agenda (Additions/Corrections/Deletions)

**MOTION** by Reid to approve the agenda for the January 13<sup>th</sup>, 2021 meeting, second by Sutton; Roll call approval by Lencowski, Reid, Schneeman, Vanney, Sutton; motion passed.

#### 2. Approval of the December 9, 2020 Meeting Minutes

Lencowski asked if there were any changes to the previous meeting minutes, there were none.

**MOTION** by Schneeman to approve the previous meeting minutes, second by Reid; Roll call approval by Lencowski, Reid, Schneeman, Vanney, Sutton; motion passed.

#### 3. Election of Officers

Lencowski asked if there were any nominations for the Board Officers of Chair, Vice-Chair, and Secretary/Treasurer. There discussion and was support for the current officers continuing for 2021.

**MOTION** by Sutton to nominate the current Board Officers (Lencowski as Chair, Reid as Vice-Chair, and Schneeman as Secretary/Treasurer) to continue to serve for 2021, second by Reid; Roll call approval by Lencowski, Reid, Schneeman, Vanney, Sutton; motion passed.

#### 4. Approval of January 13, 2021 Financial Summary & Invoices

Spreiter provided an overview of the finances and invoices to be paid and recommended approval.

**MOTION** by Sutton to approve the financial summary and invoices to be paid, second by Reid; Roll call approval by Lencowski, Reid, Schneeman, Vanney, Sutton; motion passed.

#### 5. Review and Approve Thompson Lake Project Maintenance Agreement

The Board considered the agreement as presented. Vanney requested additional language to clarify that the LMRWMO is under no financial obligation for maintenance.

**MOTION** by Vanney to authorize the Board Chair to execute the agreement when satisfied with the final draft after minor edits in coordination with the LMRWMO legal counsel and the Administrator to clarify that the LMRWMO is not under a financial obligation for maintenance, second by Schneeman; Roll call approval by Lencowski, Reid, Schneeman, Vanney, Sutton; motion passed.

#### 6. Presentation: LMRWMO Water Monitoring

Lindsey Albright of the Dakota County SWCD presented on different water quality monitoring programs and options for different waterbodies as well as recent water quality monitoring results from the LMRWMO Citizen Assisted Monitoring Program (CAMP).

Vanney suggested that for the upcoming plan update, the LMRWMO consider the distinction between public and private waterbodies when prioritizing them for potential improvement projects.

#### 7. Updates and Handouts

#### 7.1 Grant Tracking Update

Williams provided a summary of the grant tracking information provided in the packet.

#### 7.2 LMRMWO Grant Status Update

Barten summarized the status of the recent and active LMRWMO grant projects.

#### 7.3 2020 Landscaping for Clean Water Summary (LCW)

Barten provided the results of the entire LCW program and noted some of the changes in the program for 2021 due to COVID-19.

#### 7.4 Sunfish Lake Request for Off Cycle Assessment

Barten summarized the information provided in the packet.

#### 7.5 Other Updates / Member City Updates

#### 8. Agenda Items for Next Meeting: February 10th, 2021

#### 9. Adjourn

Meeting adjourned by Chair Lencowski at 4:45 pm.



## FINANCIAL SUMMARY January 14, 2021 to February 10, 2021

Beginning Balance - Key Community Bank				\$304,166.28
Interest 12/31/202	0 December 2020 Interest		+++++++++++++++++++++++++++++++++++++++	\$13.05
<b>Deposits</b> 1/21/202	1 Erik Peterson & Dan Trudeau S Stewards Program	\$150.00 each for MN Water	+ + +	\$300.00
To be approved at this	meeting:			
Key Community Bank:Bank Fee12/31/2020December 2020 Paper Statement Fee37122/13/2021Campbell Knutson37132/13/2021Dakota County Soil & Water Conservation District37142/13/2021City of St. Paul Available Balance at Key Community Bank			-	\$2.00 \$664.80 \$11,327.82 \$202,106.96 \$90,377.75
Gateway Bank Accoun  Savings  Deposits Interest	1/29/2021	Balance	+	\$71,088.83 \$30.19
	Ending	g Balance	. <del></del>	<u>\$71,119.02</u>
<u>Checking</u>		Balance		\$1,000.00
	Endin	g Balance	-	\$1,000.00
Available Balance at Gateway Bank			\$72,119.02	
Available Balance - Ke	Available Balance - Key Community & Gateway Banks \$162,496.7			\$162,496.77
4th Genera	tion Plan Balance for 2021			\$50,000.00

\*Balance includes dedicated funds to 4th Generation Watershed Plan

#### LOWER MISSISSIPPI RIVER WMO

125 - 3RD AVENUE NORTH SOUTH SAINT PAUL, MN 55075

	KEY	COMMUNITY		
	5684 Bi	shop Ave.	— 0 <del></del>	
	Phone (	rove Heights, MN 55076 551) 457-7KEY	Visit us at www.keycommunityl	oank.com
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		DEPOSITS MAY NO	T BE AVAILABLE FOR IM	MEDIATE WITHDRAWAL
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#### **MEMORANDUM**

To:

Nancy Bauer

From:

Joe Barten, LMRWMO Administrator

Subject:

Lower Mississippi River - Financial Actions

Date:

January 13, 2021

Enclosed please find the following checks for deposit into the LMRWMO:

- \$150.00 check from Erik Peterson for the Minnesota Water Stewards Program participation. #5272
- \$150.00 check from Daniel Trudeau for the Minnesota Water Stewards Program participation. # 4644

Thank you and please contact me with any questions.

Joe Barten

Doe Borten

Administrator, Lower Mississippi River Watershed Management Organization

Enclosed: Checks and agreements for MWS as described

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

Lower Mississippi River WMO c/o Nancy Bauer City of Mendota Heights 1101 Victoria Curve Mendota Heights MN 55118 Page: 1 December 31, 2020 Account # 601-0000G 71

RE: GENERAL SERVICES RENDERED TO DATE:

			HOURS	
12/23/2020	JJJ	Emails Joe re: Thompson Lake Restoration agreement; review documents and follow-up.	0.40	68.00
12/28/2020	JMO	Review email and attachments (JPA and maintenance agreement inclusions); format and update initial draft of Maintenance Agreement.	1.30	104.00
	JMO	Accept track changes to Maintenance Agreement for Thomas Lake Restoration Project, clean up and format document.	0.50	40.00
	JJJ	Work on draft of agreement for Thompson Lake Restoration project.	1.50	255.00
12/29/2020	JMO	Additional revisions made to Maintenance Agreement and Exhibits C and D added.	0.70	56.00
	IJij	Review and revise draft agreement, emails Joe.  AMOUNT DUE	0.80 5.20	136.00 659.00
12/29/2020		Photocopy expense. TOTAL DISBURSEMENTS		5.80 5.80
		TOTAL CURRENT WORK		664.80
		PREVIOUS BALANCE		\$34.00
		TOTAL AMOUNT DUE		\$698.80

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



#### **Invoice**

DATE INVOICE # 12/31/2020 3059

## Dakota County Soil & Water Conservation District

4100 220th Street West, Ste 102 Farmington, MN 55024

BILL TO			

Lower Mississippi River WMO City of Mendota Heights Nancy Bauer 1101 Victoria Curve Mendota Heights, MN 55118

Reference	TERMS

ITEM CODE	DESCRIPTION	HOURS	RATE	AMOUNT
	Watershed Based Funding Grant October 4 - December 31, 2020			
LMR CWF	Administration		0.00	0.00
LMR CWF	Education Programs		0.00	0.00
LMR CWF	Stenciling Programs		0.00	0.00
LMR CWF	Lake Augusta Study Lake Augusta Study Coordination. (0.50 Hours)		37.74	37.74
LMR CWF	Interstate Valley Creek			0.00
	0.50 Hours at BWSR Required Billable Rate.			
			-	

Total \$37.74



#### **Invoice**

DATE	INVOICE#
12/31/2020	3060

## Dakota County Soil & Water Conservation District

4100 220th Street West, Ste 102 Farmington, MN 55024

BILL TO	

Lower Mississippi River WMO City of Mendota Heights Nancy Bauer 1101 Victoria Curve Mendota Heights, MN 55118

Reference	TERMS

ITEM CODE	DESCRIPTION	HOURS	RATE	AMOUNT
	Thompson, Sunfish, Augusta CWF Grant Tasks October 4 to December 31,2020			
LMR WM	THOMPSON LAKE STORMWATER IMPROVEMENT GRANT Grant Administration: Elink Reporting, Maintenance Agreement, BWSR Coordination.		1,169.94	1,169.94
LMR WM	Project Development: Finalizing Project Punchlist Items.		415.14	415.14
LMR WM	Education and Outreach			0.00
LMR CWF	SUNFISH / AUGUSTA LAKE Grant Administration:			0.00
LMR CWF	Project Development			0.00
	21.00 Hours at BWSR Required Billable Rate.			
	Thomas			

Thank you.

**Total** 

\$1,585.08



#### Invoice

DATE	INVOICE#
12/31/2020	3061

### Dakota County Soil & Water Conservation District

4100 220th Street West, Ste 102 Farmington, MN 55024

BILL TO			

Lower Mississippi River WMO City of Mendota Heights Nancy Bauer 1101 Victoria Curve Mendota Heights, MN 55118

Reference	TERMS

ITEM CODE	DESCRIPTION	HOURS	RATE	AMOUNT
Lower Mis	October - December 2020  Administrative Assistance: Board Meeting coordination, packets generated, attend, follow-Up (October 14, November 10, December 9). Metro Watershed Partners Meeting. Ramsey SWA Coordination. Mississippi East Watershed Based Funding Grant	49.5	80.00	3,960.00
Lower Mis	coordination. Website re-design planning and coordination. Printing, Paper, Postage Expense		50.00	50.00
Lower Mis Lower Mis Lower Mis	Education and Outreach Assistance: Master Water Stewards Program Coordination Website Updates Website Hosting Fee	6.5 2.5	80.00 80.00 25.00	520.00 200.00 25.00
Lower Mis	Technical Assistance and Project Implementation: Landscaping for Clean Water Grants Theisen, Dholsgraf, Soderfelt, Corrigan, Cuellar Landscaping for Clean Water Grants Technical Assistance Theisen, Dholsgraf, Soderfelt, Corrigan, Cuellar		1,250.00 2,500.00	1,250.00 2,500.00
Lower Mis Lower Mis Lower Mis	Lake Water Monitoring: Data Management Volunteer Coordination Water Monitoring	5.5 5 4.5	80.00 80.00 80.00	440.00 400.00 360.00

Thank you.

Total \$9,705.00



#### **MEMORANDUM**

To:

Nancy Bauer

From:

Joe Barten, LMRWMO Administrator

Subject:

Lower Mississippi River WMO - Financial Actions

Date:

February 1, 2021

Enclosed please find the following request for reimbursement and invoices for expenditures from the City of Saint Paul. I have reviewed this request, verified the eligible expenses, and recommend the LMRWMO submit payment for expenses incurred.

Please prepare a check in the amount of \$202,106.96 to the City of Saint Paul for expenditures related to the Cherokee Heights Channel Stabilization & Stormwater Improvement project representing full and final payment for that grant project.

Thank you and please contact me with any questions.

Joe Barten

Administrator via Dakota County SWCD

Doe Barten

Lower Mississippi River Watershed Management Organization

Enclosed: Documentation for Reimbursement Request #3



February 2, 2021

Aaron Haas P.E. - St. Paul Public Works Sewer Utility Saint Paul, MN 55104

RE: Request for Reimbursement #3 (Final Reimbursement Request): Cherokee Heights Ravine Stabilization and BMP Implementation Project

The Lower Mississippi River Watershed Management Organization (LMRWMO) has received your request for reimbursement dated 2-2-2021, reviewed the expenses for eligibility with State Board of Water and Soil Resources requirements, and agrees with the request as detailed below.

- For eligible engineering and construction expenses from January 26, 2019 to January 10, 2020, the LMRWMO will reimburse the City of St. Paul in the amount of \$195,551.43.
- For excess matching funds withheld as part of Reimbursement Request #2, the LMRWMO will reimburse the City of St. Paul in the amount of \$6,555.53.
- This provides for a total final reimbursement of \$202,106.96 for eligible project costs.

This amount represents full and final payment by the LMRWMO to the City of St. Paul for the Cherokee Heights Ravine Stabilization and BMP Implementation Project. The LMRWMO looks forward to finalization and implementation of the project maintenance agreement going forward. The LMRWMO also thanks the City of St. Paul for their commitment to this project and partnership, commends City staff for exceptional project implementation, and applauds their efforts in protecting the valuable natural resources of the LMRWMO and City of St. Paul.

Sincerely,

Joe Barten Administrator

Bort

Lower Mississippi River Watershed Management Organization

Enclosed: BWSR Grant All Details Report (DRAFT Unapproved)

Grant Tracking Tables/Spreadshet

	The state of the s			Other Costs		Ravine Stab	llization Constr	uction Costs	Stormwater	BMP Constru	ction Costs	6	Grant Calculation	ns
			Grant Admin	Project Dev.	Rain Barrel	Ravine Eng.	Ravine Const.	Ravine Const. Match <sup>1</sup>	BMP Eng.	BMP Const.	BMP Const.	Total Reimbursable	Total Match	Total Projec
Original grant application				\$10,000.00					\$40,000.00	\$211,000.00		\$700,000.00	\$380,000 00	\$1,080,000
Revised grant application	budget with minimum	match	\$12,000.00	\$10,000.00	\$15,000,00	\$137,000.00	\$275,000.00	\$100,000.00	\$40,000.00	\$211,000.00	\$75,000,00	\$700,000.00	\$175,000.00	\$875,000.
Total Costs for Non St. F	aul (SWCD and FMR)	L	\$7,462,50	\$11,901.37	\$12,003.91	\$944,00	9					\$32,311.78	\$0.00	\$32,311,
St. Paul - Reimburseme	ent Request #1													
Invoice Date	Entity	Invaice #												
04/27/2018	Barr Eng.	23621267.00-6	\$0.00	\$0.00		\$9,868,00		\$0.00	\$800.50	\$0.00	\$0.00	\$10,668.50	\$0.00	\$10,668.
05/29/2018	Barr Eng.	23621267.00-7	\$0,00	\$0.00	\$0.00	\$3,151,00	\$0.00	\$0.00	\$3,239,34	\$0.00	\$0.00	\$6,390.34	\$0.00	\$6,390.
06/26/2018	Barr Eng.	23621267.00-8	\$0.00	\$0.00	\$0.00	\$7,447.08	\$0.00	\$0.00	\$3,314.50	\$0.00	\$0.00	\$10,761.58	\$0.00	\$10,761.
07/23/2018	Barr Eng.	23621267,00-9	\$0.00	\$0.00	\$0.00	\$7,965.33	\$0.00	\$0.00	\$8,530.40	\$0.00	\$0.00	\$16,495.73	\$0.00	\$16,495
9/11/2018 & 9-25-18	Minger	Pay App #1, Final & Res. Release	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$254,015,28	\$117,003.82		\$117,003.82	\$254,015
St. Paul - Relmburseme								u losso			- All Land Assertan			
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08/20/2018	Barr Eng.	23621267.00-10	\$0.00	\$0.00	\$0.00	\$11,047.00	\$0.00	\$0,00	\$6,404,19	\$0.00	\$0.00	\$17,451,19	\$0.00	\$17,451.
09/17/2018	Barr Eng.	23621267.00-11	\$0.00	\$0.00		\$4,017.00		\$0.00	\$3,082,50	\$0.00	\$0.00	\$7,099,50	\$0.00	\$7,099
10/16/2018	Barr Eng.	23621267.00-12	\$0.00	\$0.00		\$7,542.96	\$0.00	\$0.00	\$77.50	\$0.00	\$0.00	\$7,620,46	\$0.00	\$7,620
11/14/2018	Barr Eng.	23621267.00-12	\$0.00	\$0.00		\$6,233.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,233.01	\$0.00	\$6,233
12/07/2018	Barr Eng.	23621267.00-13	\$0.00	\$0.00		\$10,948.65		\$0.00	\$0.00	\$0.00	\$0.00	\$10,948.65	\$0.00	\$10,948
01/16/2019	Barr Eng.	23621267.00-14	\$0.00	\$0.00		\$14,370.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,370.96	\$0.00	
02/11/2019	Barr Eng.	23621267.00-15	\$0.00	\$0.00		\$6,788,46		\$0.00	\$0.00	\$0.00				\$14,370
			\$0.00	\$0.00							\$0.00	\$6,788.46	\$0.00	\$6,788
11/26/2018	Lametti & Sons Inc.					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$24,270.60	\$0.00	\$24,270
12/04/2018	Lametti & Sons Inc.		\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$39,230.06	\$0.00	\$39,230
01/12/2019	Lametti & Sons Inc.		\$0.00	\$0.00		\$0.00			\$0.00	\$0.00	\$0.00	\$108,471.87	\$57,996,18	\$166,468
02/12/2019	Lametti & Sons Inc.	Pay App #4	\$0.00	\$0.00	\$0.00	\$0.00	\$15,546.75	\$0.00	\$0.00	\$0.00	\$0.00	\$15,546.75	\$0.00	\$15,546.
St. Paul - Reimburseme														
Invoice Date	Entity	Invoice #												
03/04/2019	Barr Eng.	23621267,00-17	\$0,00	\$0,00		\$4,996.04		\$0.00	\$0.00	\$0.00	\$0.00	\$4,996.04	\$0.00	\$4,996
04/02/2019	Barr Eng.	23621267.00-18	\$0.00	\$0.00		\$2,928.00		\$0.00	\$0.00	\$0.00	\$0.00	\$2,928.00	\$0.00	\$2,928.
04/29/2019	Barr Eng.	23621267.00-19	\$0.00	\$0.00		\$3,623.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,623.06	\$0.00	\$3,623.
05/28/2019	Barr Eng.	23621267.00-20	\$0,00	\$0.00	\$0,00	\$5,509.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,509.56	\$0.00	\$5,509.
06/21/2019	Barr Eng.	23621267.00-21	\$0.00	\$0,00	\$0.00	\$8,056.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,056,50	\$0.00	\$8,056
07/22/2019	Barr Eng.	23621267.00-22	\$0.00	\$0.00	\$0.00	\$3,349,22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,349,22	\$0.00	\$3,349
08/20/2019	Barr Eng.	23621267.00-23	\$0.00	\$0.00	\$0.00	\$4,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,434.00	\$0.00	\$4,434.
09/17/2019	Barr Eng.	23621267.00-24	\$0.00	\$0.00		\$2,657.98		\$0.00	\$0.00	\$0.00	\$0.00	\$2,657.98	\$0.00	\$2,657.
11/14/2019	Barr Eng.	23621267.00-25	\$0.00	\$0.00		\$5,684.04		\$0.00	\$0.00	\$0.00	\$0.00	\$5,684,04	\$0.00	\$5,684
12/09/2019	Barr Eng.	23621267.00-26	\$0.00			\$2,525.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,525.86	\$0.00	\$2,525
01/21/2020	Barr Eng.	23621267.00-27	\$0.00	\$0.00		\$3,200,30		\$0.00	\$0.00	\$0.00	\$0.00	\$3,200.30	\$0.00	\$3,200
06/11/2019	Lametti & Sons Inc.		\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$54,241.97	\$0.00	\$54,241
12/06/2019	Lametti & Sons Inc.		\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$94,344.90	\$0.00	\$94,344
			30.00	30.00	30.00	30.00			30.00	\$0.00	30.00			
01/12/2019	Lametti & Sons Inc.	Pay App #3					\$6,555.53	-\$6,555.53				\$6,555,53	-\$6,555,53	\$0.
		Subtotal Non St. Paul Costs		\$11,901,37		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$32,311.78	\$0.00	\$32,311
	Subtotal St. Pa	aul Reimbursement Request #1:	\$0.00	\$0.00	\$0.00	\$28,431,41	\$0.00	\$0.00	\$15,884.74	\$254,015.28	\$117,003.82	\$181,327.61	\$117,003.82	\$298,331
-	Subtotal St. Pa	aul Reimbursement Request #2:	\$0.00	\$0,00	\$0.00	\$60,948.04	\$245,515.46	\$57,996.18	\$9,564,19	\$0.00	\$0,00	\$258,031.51	\$57,996.18	\$316,027
		aul Reimbursement Request #3:	\$0.00			\$45,964.56		-\$6,555.53	\$0.00	\$0.00	\$0.00	\$202,106.96	-\$6,555.53	\$195,551
*Do not factor in match remo	ved from total.	Total Expended:	\$7,462.50	\$11,901.37	\$12,003.91	\$137,288.01	\$400,657.86	\$51,440.65	\$25,448.93	\$254,015.28	\$117,003.82	\$673,777,86	\$168,444.47	\$842,222
		Remaining Balance;	\$4,537.50	-\$1,901.37	\$2,996.09	-\$288.01	-\$125,657.86	\$48,559.35	\$14,551.07	-\$43,015.28	-\$42,003.82	\$26,222.14	\$6,555.53	\$32,777.
									Ţ		tted at RR #2	\$175,000.00		
											d after RR#3	\$168,444.47		
								Match Differer	ce for final Rein	bursement to 0	City of St. Paul	\$6,555.53		

\$117,003.82 reflects a 25% match from BMP const. costs, plus \$53,500 not reimbursed to count as matching funds for rest of grant (admin, proj. dev, rainbarrel)

Notes

557,996.18 reflects remaining match necessary for grant, to be held back and not reimbursed as part of Relimbursement. Request #2. Final grant reconciliation may allow for necessary match amount to be lower than \$175,000 and the LMRWIMO will relimburse at that time.

\$6,555,53 reflects match taken in RR#2 that was in excess of the total match necessity at grant closeout. It is being paid out to City along with RR#3, though the charges are for a portion of the Lametti Pay App #3 from RR#2.

#### Notes:

1, All matching funds to come from member Cities per project JPA. \$53,500 held for match reflects this required match for all non-construction activities taken "off the top" (25% of total grant admin, project required match for all non-consuction activities taken on the top. (25% of total grain entirely repeat development, right barriel, engineering costs).

2. For reimbursement requests after Request #1, construction activities requiring match will be reimbursed at 75% of documented costs to account for required match until minimum match is met.

3. Final reimbursement amount will require modification to account for changes in estimated match calculation

based on final amount of grant funds utilized.

BWSR Grant Reconciliation Total Grant Expenditures	\$673,777.86
Funds Received for 90% as of 2-2-21	\$630,000.00
Amount to be Reimbursed to LMRWMO by BWSR	\$43,777.86

St. Paul Reimbursement Request #1 Summary	
Total eligible expenses by St. Paul for RR#1	\$298,331.43
Match funds non-reimbursable	\$117,003,82
Total Relmbursed to St. Paul (eligible expenses minus match)	\$181,327.61
St. Paul Reimbursement Request #2 Summary	2000000000000
Total eligible expenses by St. Paul for RR#2	\$316,027.69
Match funds non-reimbursable	\$57,996.18
Total Reimbursed to St. Paul (eligible expenses minus match)	\$258,031.51
St. Paul Reimbursement Request #3 Summary	Service Tools and the
Total eligible expenses by St. Paul for RR#2	\$195,551.43
Match funds to be paid back to City	\$6,555,53
Total Reimbursed to St. Paul (eligible expenses minus match)	\$202,106,96

#### City of Saint Paul DEPARTMENT OF: Public Works DIVISION OF: Sewer No. # 5 **CONTRACT ESTIMATE** FOR PAYMENT ON Cherokee Hts Upper Ravine Stabilization Project CONTRACT Date: 6/11/2019 X CAPITAL PROJECTS FUND Fund-Activity-Object-Job C3164018101 Description of Contract: Cherokee Hts Upper Ravine Stabilization P Project No. 18-S-2048 Contract No. 1-1807-1 Purch. Ord. Contract Date 11/1/2018 Contract Extended to Authority for Extension Completion Date 6/28/2019 Admin, Order Letter Estimate No. # From 2/13/2019 To: 5/30/2019 Name of Contractor: Lametti and Sons, Inc. Address of Contractor: 16028 Forest Blvd North, P.O. Box 477, Hugo, MN 55038 Value of work previously completed ..... \$258,437.33 Value of work completed this period ..... \$132,560.50 Total Value of Work Completed to Date..... \$390,997.83 Less: Previous Payments..... \$245,515.46 Less: Previous Retentions..... \$12,921.87 Less: Present Retention: 5% of this Period's work \$6,628.03 Total \$265,065.35 Amount of this Estimate \$125,932.47 Amount of Contract \$255,729.00 **Total Amount of Contract** (Adjusted) \$406,534.83 Extras Authorized \$150,805,83 **Previous Estimates** \$245,515.46 Total \$406,534.83 This Estimate \$125,932.47 Credits Authorized **Total Estimates** \$371,447.93 Net Total Contract Balance Due on Contract \$35,086.90 here by certified that the above work has completed in Approved: Passed for Payment: accordance with contract plans and specifications. By: City Architect By: Final Audit Construction Engineer Div. Head and/or Dept. Director Finance Division Date: STATE OF MINNESOTA Affidavit of Contractor Voucher No. County of Ramsey David Lovas Project Manager of Lametti & Sons, Inc , Contractor, and as such duly to make the following affidavit: That all claims for all work nothing due or to become due hereafter to any person for any work or labor performed or material furnished upon said contract prior to said date. 6/1/2019 Contractor Signature Date Signed

Pink-Office Copy

Golden Rod - File/Engineer

Canary - Contractor

White-Finance, Accounting

		Estimate Numb		5									
Contract Name	Cherokee Hts Upper Rusine Stabilization Project	Contractor's Na	une:	Lametti and Son	a, Inc.								
Contract Number Project Number		Contractor's Ac	ldress timate for Value	16025 Forest Bly	d North, P.O. Bo	x 477, Hugo, M	N 55038						
Period Began on Period Ended on	February 13, 2019	Contractor 3 Es	The sur value	- Trong Company	a ma remu	1 -> Amount of Cu	ntract			\$255,729,00			
Period Ended on Date:	June 11, 2019					2 → Value of Work J → Tutal Value of	Wark Completed to the	e (2 + 4)		\$256,437,33 \$380,997,83			
						4 > Value of Work 5 > Retention This	Completed This Period Period (5%) a Payment (4 - 3)	3-11		\$132,560,50			
						6 ⇒ Ammunt of Th	s Payment (4-5)			\$6,628,03 \$125,032,48	0.000.7195		
Item Number	Contract Item	Unit	Contract Quantity	Unit	Contract	Previous Quantity	Previous Amount	Quantity This Period	Amount This Period	Quantity To Date	Total Amount		
		Cim	Quantity										
1710,641	TRAFFIC CONTROL	1.5		\$8,000 00	\$2 trait for	0.1	The state of the s	0.2	\$1,600.00	1.7	53,000,00		
2021.501	MOBILIZATION (5% maxium)	LS		\$12,500.00	\$12,500,00	0.83	\$19,625.00	0.15	\$1,875.00	1.0	\$12.500 mm		
3161.511	CLEARING AND GRUBBING	1.5	1	\$10,900.00	\$10,000.00	1,0	510,000.00	0.0	\$0.00	1.6	\$10,000,00		
2123.61	STREET SWEEPING	HOUR	40	\$199.00	\$4,090.00	160	\$1,600,00	6.0	\$660,00	22.0	\$2,700,00		
2437.501	MISCELLANEOUS REMOVALS	LS		\$2,000.00	\$8,000,00	1.0	\$8,000,00	0.0	\$0.00	1.0	\$8,000,00		
Sact													
2105.601	SITE GRADING	LS	1	\$15,000.00	\$15,000,00	1.0	\$15,000,00	0.0	\$0.00	1.6	\$15,000.00		
2511 502	RANDOM RIPRAP CLASS III	TYPE	:100	\$75,00	\$7,500.00	334.4		0.0	\$0.00	35434	\$2(.58).50		
F18 14 14 14 14 14 14 14 14 14 14 14 14 14	ange to consider the second se	r.r.	- 24	\$5,00	\$210.00	110.0	\$660.00		\$0.00	110.0	5660.00		
2572.501	TEMPORARY PENCING		.33					0.0					
2573.502	SIUT FENCE, TYPE HI	account of	190	\$2.60	5.230,00	9104,0		0.0	\$0,00	(104.0)	\$208,00		
2573.53	STORM DRAIN INLET PROTECTION	EACH		\$300 00	\$500 (0)	2.0	\$600.00	0.0	\$0,00	2.0	\$600,000		
2573.535	CONSTRUCTION EXIT (WOOD CHIP)	LS		\$1,000.00	\$1,000.00	1,0	91,000,00	0.0	\$11,00	1.0	\$1,000,00		
2574.525	COMMON TOPSOIL BORROW, LY	CX.	40	\$50.00	\$2,000.00	9.0	\$8.00	0.0	50,00	.0.0	\$6.90		
2575.301	SELDING	ACRE	12 65	\$12,000,00	\$600,00	0.0	50,00	0,05	\$600,00	0.03	\$600,00		
2575,562	SEED MIX - MadOT NATIVE CONSTRUCTION (32-24) - MaDOT NATIVE CONSTRU	OLB:		\$100.00	\$50,00	0.6	SHIDH	0.5	\$50,00	0,5	\$50.00		
2675 523	EROSION CONTROL BLANKETS CATEGORY 4N (STRAW-COCONUT)	SY	225	\$4.00	\$400.00	264.0	\$1,056,00	0.0	\$0.00	764.0	\$1,056.00		
2575,600	SEED MINTURE - SAINT PAUL LOW MAINTENANCE TURF	111	0.7	200	\$49,00	0.0	\$0,00	5.0	\$350.00	5.0	5,350.00		
Situ 2	SEED SHATORE - SHOW FREE EDW MONTENIONEE FORD	Lab.		211.20	340,000			2.0	2		2324.00		
				1,000	No. of Contract		200		20000000	919577			
2104.221	SALVAGE CHAIS LINK TENCE	LF	- 40	\$50.00	\$2,000,00	W.0	\$0.00	100.0	\$3,000,00	100.0	\$3,000.00		
2104.603	REMOVE AND REPLACE BITHMINDLY PAVEMENT FOR TRAIL RECONSTRUCTION	N.F.	200	590.00	\$4-000,00	0,0	\$0,00	202.0	34(00),00	262.0	\$6,000 00		
2105 601	SITE GRADING	LS		\$22,000.00	\$23,000 00	1.0	\$22,000.00	0.0	58.00	1:0	\$22,000.00		
2105.404	GEOTEXTILE FABRIC TYPE YII	SY	1000	\$2.00	\$2,000.00	1366,0	\$2,732.00	d:0	\$0.00	1366,0	\$2,772.00		
2105.607	HALL AND DISPOSE EXCESS MATERIAL	cx:	1400	\$10.00	\$14,000,00	1379.0	\$13,760,00	9.0	\$0.00	1579.0	\$13,700 00		
2232,501	MILL BEOMINGUS SURFACE (2 8°)	SY	KDO	\$8,00	\$6,400.00	8,0	\$3,00	827.0	54,870.00	607,0	54,856,00		
2360 301	TYPE SPWEATON WEARING COURSE MIXTURE	TON	as.	5140.00	\$12,320.00	0.0	\$9.00	\$7,8	512,24240	87.8	\$17.292.00		
2511:502	RANDOM RIPRAP CLASS V	TON	750	\$95.00	\$71,250.00	874.6	\$83,007,95	0.0	\$0,00	174.6	\$83,907,95		
2511:512	GRANULAR FILTER MATERIAL	TON	350	\$50.00	\$17,500.00	930.8		0.0	\$0,00	330,8			
2557,603	A CONTROL OF THE CONT	1.0	600	\$7.00	\$4,290,00	0.0	50,00	963.0	\$6,741.00	963.0	\$6,741.00		
	INSTALL WISE FENCE (SHRUII PROTECTION)	SHIRID	63		\$1,890,00	0.0	1	63.0	\$1,800.00	63.0	- Control Control		
2571.505	DECIDUOUS SHRUB NO 2 CONTAINER	SHIRD				- 111					-		
2572.501	TEMPORARY FENCING	LF	615	58.00	\$4,920.00	195.0	\$1,560.00	0.0	50.00	195.0	\$1.560.00		
2373.502	SILT FENCIL TYPE HI	1.F	210	\$4,00	\$\$40,00	9,0	\$0.00	0.0	30.60	.P.49	\$0.00		
2573.53	STORM DRAIN INLET PROTECTION	EACH	- 1	5360 to	\$500,00	7.0	\$600.00	0.0	\$0.00	2.0	\$600.00		
2572,532	SEDIMENT CONTROL LOG TYPE COMPOST	LF	256	\$6.00	\$1,500,00	165,0	\$1,000.00	75,0	5430.00	243,0	\$1,495.00		
2573.535	CONSTRUCTION EXIT (ROCK)	1.5		\$2,500 pb	\$2,500.00	1.0	\$2,500 00	0.0	sito	1.0	\$2,500,00		
2574.525	COMMON TOPSOIL BORROW, LV	CY	160	\$39.00	\$4,250,00	272,1	\$13,665.00	0.0	\$0.00	272.1	\$13,603,00		
2525.501	SHEDING	ACRE:	.0.18	\$12,900.00	\$2,160.00	0,0	\$6.00	0,46	\$5,520.00	0.46	\$5,520.00		
2575,502	SEED ARX - Mindot NATIVE CONSTRUCTION (32-24) - Mindot NATIVE CONSTRU		1.5	\$100,00	\$150,00	17.10	59.00	2.5	5250.00	2.5	\$250.00		
2575.502	SEED MIX - WOODLAND RESTORATION (WITH COVER CROP)	r n	49	ston on	\$420.00	0.0	\$0.00	5.0	\$400.00	9.6	\$900.00		
to the same of the	EROSION CONTROL BLANKETS CATEGORY AN (STRAW-COCONIT)	ev.	975	54.00	\$3,996.60	1640.0	\$6,560.00	42ED	\$1,712.60	2068.0	\$1,272.00		
2575.523		lat.	973			1640.0				0.0			
2575.60%	SEED MIXTURE - SAINT PAUL LOW MAINTENANCE TURF	1.0	1	\$70,00	\$140.00	9.0	\$0,00	0.0	\$0,00	0.0	\$0.00		
ar tale -		JAN STA		EVER LETTER		0.00					Contract		
		- to-	Service A		- TIN .			باللجيت			Amount	\$296,367.45	
Item Number	Pending Change Order No. XX - Extra Work	Unit		Unit Price		Previous	Previous Amount	Quantity this	Amount this	Quantity To Date	Total Amount		
SHIP NAMED						Quantity		Period	Period				
C01-I	Change Order - Install Compacted Class S at Site 2	TON		\$48.00		77.2	53,711.36	0.0	\$0.00	77.5	\$3,711.36		
C01-2	Change Order - INSTALL CLASS II RIPRAP	TON		\$102.00		89.3	\$9,104,52	0.0	\$0.00	89.3	\$9,101.52		
William Co.		e/A		\$1,150,00		0.0	50,00	40	\$4,600,00	4.0	\$4,400,00		
C02-1	Pinnt Trees					0.0							
C01-1	Plant Additional Shruby	BA.	An all "	\$94.00		6.0	\$0.00	33,6	\$3,102.00	33.0	\$1,102.00		
	Remove Soil from Rock Drop	LS	N	\$2,200.00		0.0	\$0.00	1.0	\$2,200.00	16	\$2,200.00		
C02-4	Apply Programes and Flexicity up to 500 SF		A	\$4,770.00			50.00	10	\$4,740.00	1.0	\$1.770.00		

C02-5	Apply Programics and Flexterm over 500 SF	SF	\$5.00	0.0	\$0.00	3740.0	\$18,700.00	3740.0	\$19,700.00		
C01-6	Install ADA Bargs, Schmab, and Cosh	1.5	542,962.50	0.0	\$9.00	1.6	842,982,70	1(0)	\$42,982,50		
CO2-7	Remove and Replace Trait Base	1.5	\$5,500.00	0,0	50 101	1.0	\$5,500,00	liny	\$5,500,00		
									Change Order Completed =>	\$94,630.38	
TOTAL					\$258,437.33		\$132,560.50		Project Amount Completed =>	\$390,997.83	

## City of Saint Paul <u>DEPARTMENT OF: Public Works</u>

DIVISION OF: Sewer

No. #	6	FINAL

I .		CONTRACTES	TIMATE			
FOR PAYMENT ON	Cherokee Hts U	pper Ravine Stabilization	n Project	CONTRACT		*
				Date	: 12/6/2019	
□ X CAPITAL PROJECTS	SFUND					
	- T GND		Fund-A	Activity-Object-Job	C3	164018101
Description of Contract:	Cherokee Hts Upper	Ravine Stabilization P	Project No.	18-S-2048	Contract N	No. 1-1807-1
Purch. Ord. Contract Date	11/1/2018 Completion Date	Contract Extended to			Authority for E	extension rder
Estimate No. #	6	From 6/12/2	019	7 то:	12/6/2019	
Name - CO			310	] 10,	12/0/2019	
Name of Contractor:	Lametti and Sons, I	10.				
Address of Contractor:	16028 Forest Blvd N	lorth, P.O. Box 477, Hugo, N	AN 55038			
Value of work previously	completed			\$390,997.83	T	
Value of work completed	I this period			\$74,795.00		
Total Value of Work Con	npleted to Date	***************************************				
Less: Previous Payme	nts			\$371,447.93		\$465,792.83
Less: Previous Retent	ions	***************************************		\$0.00	l	
Less. Plesent Retentio	on:	5% of this Period's work		\$0.00		
Total			,			\$371,447.93
Amount of this Estimate						\$94,344.90
Amount of Contract	\$255,729.00	Total Amount of Contract		(Adjusted)		\$467,329.83
Extras Authorized Total	\$211,600.83	Previous Estimates		\$371,447.93		
Credits Authorized	\$467,329.83	This Estimate		\$94,344.90		
Net Total Contract		Total Estimates				\$465,792.83
here by certified that the above work has		Balance Due on Contract				\$1,537.00
accordance with contract plans and speci		Approved:		Passed for Payme	ent:	
Contract plans and speci				By: _		
Construction Engineer	- JEVS	City Arc		Ву: _		100000
Date: 12	-9-19	Div. Head and/or Dept. Di	rector		Financ	e Division
STATE OF MINNESOTA		Affidavit of Contractor		1	10.	
County of Ramsey	3104	rundant or Contractor			Vouch	er No.
Mario Lamet	ti	Dros	interest	_		
of I amost to & Car	oc Lior	Contractor	I A F V I I		ENTERONMENT TO THE ACTION	
nd labor performed upon the above numb	pered contract from the commer	cement of the work thereon until the	h Day of	y to make the following aff	idavit: That all claims	for all work
othing due or to become due hereafter to	any person for any work or labo	or performed or material furnished upon s	aid contract refor	to said data	ien fully paid, and that	I there is
Man 1	mets			o odia dato.	12.9.	19
	Contractor Signature	E 10			Date S	igned
White-Finance, Acco	ounting Canary - C	Contractor Pink-Offi	се Сору	G	olden Rod - Fil	e/Engineer

Date Signed Golden Rod - File/Engineer

Contract Name: Contract Number: Project Number:		Estimate Number Contractor's Nar Contractor's Add	ne: dress	6 Lametti and Sons 16028 Forest Blv f Work completed	d North, P.O. Bo	x 477, Hugo, MN	55038					
Period Regan on	- June 12, 2019	COILIAGO SEX	mate for value o	Work completed	IIIISTEIO	1 ⇒ Amount of Con				\$255,729.00		
Period Ended on: Date:	December 6, 2019				н-	3 => Total Value of	Previously Complete Work Completed To	Date (2 + 4)		\$390,997.83 \$465,792.83		
						5 => Retention This	Completed This Per Period (5%)	icd (3 -2)		\$74,795.00 \$3,739.75		
						6 => Amount of This	s Payment (4 - 5)			\$71,055.25		
Item			Contract	Unit	Contract	Previous	Previous	Quantity	Amount	Quantity	Total	
Number	Contract I tem	Unit	Quantity	Price	Costs	Quantity	Amount	This Period	This Period	To Date	Amount	
1710.601	TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000,00	1.0	\$8,000.00	0.0	\$0.00	1.0	\$8,000.00	
2021.501	MOBILIZATION (5% maxium)	LS	1	\$12,500.00	\$12,500.00	1.0	\$12,500.00	0.0	\$0.00	1.0	\$12,500.00	
2101.511	CLEARING AND GRUBBING	LS	1	\$10,000,00	\$10,000,00	1.0	\$10,000.00	0.0	\$0.00	1.0	3/0-/	
2123,61	STREET SWEEPING	HOUR	40	\$100.00	\$4,000.00	22.0	\$2,200,00	0,0	\$0.00	22.0		
2433.501	MISCELLANEOUS REMOVALS	LS	1	\$8,000.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	1.0		
Site I												
2105.601	SITE GRADING	IS	1	\$15,000.00	\$15,000.00	1.0	\$15,000.00	0.0	\$0.00	1.0	\$15,000.00	
2511.502	RANDOM RIPRAP CLASS III	TON	100	\$75.00	\$7,500.00	100.0	\$7,500.00	0.0	\$0,00	100.0		
2572.501	TEMPORARY FENCING	LF	35	\$6.00	\$210.00	110.0	\$660.00	0.0	\$0,00	110.0		
2573.502	SILT FENCE, TYPE HI	LF	190	\$2.00	\$380.00	104.0	\$208.00	0.0	\$0,00	104.0		
2573.53	STORM DRAIN INLET PROTECTION	EACH	2	\$300.00	\$600.00	20	\$600.00	0.0	\$0.00	2.0		
2573.535	CONSTRUCTION EXIT (WOOD CHIP)	18	1	\$1,000,00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	1.0		
2574,525	COMMON TOPSOIL BORROW, LV	CY	40	\$50,00	\$2,000.00	0.0	\$0.00	0.0	\$0,00	0.0		
2575,501	SEEDING	ACRE	0.05	\$12,000.00	\$600.00	0.1	\$600.00	0.0	\$0.00	0.1		
2575,502	SEED MIX - MINDOT NATIVE CONSTRUCTION (32-241 - MINDOT NATIVE CONSTRUCT		i	\$100.00	\$50.00	0.5	\$50.00	0.0	\$0.00	0.5		
2575,523	EROSION CONTROL BLANKETS CATEGORY 4N (STRAW-COCONUT)	SY	225	\$4.00	\$900,00	264.0	\$1,056.00	0.0	\$0,00	264.0		
2575.608	SEED MIXTURE - SAINT PAUL LOW MAINTENANCE TURF	LB	0.7	\$70,00	\$49.00	5.0	\$350.00	0.0	\$0,00	5.0		
Site 2	SEED MEATURE * SYMPET PRODUCTOR MAMPETERFUNCE TORP	4.42	M.F.	\$70,00	\$18,00	5.0	\$300,00	0,0	30,00	5.0	\$350,00	
2104.521	SALVAGE CHAIN LINK FENCE	1.0	40	\$50.00	\$2,000.00	100.0	\$5,000.00	0.0	\$0.00	100.0	\$5,000.00	
2104.603	REMOVE AND REPLACE BITUMINOUS PAVEMENT FOR TRAIL RECONSTRUCTION	1.12	200	\$30.00	\$6,000.00	202.0	\$6,060.00	0.0	\$0,00	202.0		
		tar .	200									
2105.601	SITE GRADING	SV	1000	\$22,000.00	\$22,000.00	1.0	\$22,000.00	0.0	\$0.00	1,0		
2105.604	GEOTEXTILE FABRIC TYPE VII		1000	\$2.00	\$2,000.00	1366.0	\$2,732.00	0.0	\$0.00	1366.0		
2105.607	HAUL AND DISPOSE EXCESS MATERIAL	CY	1400	\$10,00	\$14,000.00	1370.0	\$13,700.00	0.0	\$0.00	1370.0		
2232.501	MILL BITUMINOUS SURFACE (2.6")	SY	800	\$8.00	\$6,400.00	607.0	\$4,856,00	0.0	\$0.00	607.0		
2360.501	TYPE SPWEA330F WEARING COURSE MIXTURE	TON	88	\$140.00	\$12,320.00	87.8	\$12,292.00	0.0	\$0.00	87.8		
2511.502	RANDOM RIPRAP CLASS V	TON	750	\$95.00	\$71,250.00	750.0	\$71,250.00	0.0	\$0.00	750,0		
2511.513	GRANULAR FILTER MATERIAL	TON	350.	\$50.00	\$17,500.00	330,8	\$16,538.00	0.0	\$0,00	330,6		
2557.603	INSTALL WIRE FENCE (SHRUB PROTECTION)	LF	600	\$7.00	\$4,200.00	600.0	\$4,200.00	0.0	\$0:00	600.0		
2571,505	DECIDUOUS SHRUB NO 2 CONTAINER	SHRB	63	\$30,00	\$1,890.00	63.0	\$1,890.00	0.0	\$0.00	63.0		
2572,501	TEMPORARY FENCING	LF	615	\$8.00	\$4,920.00	195.0	\$1,560.00	0.0	\$0,00	195.0		
2573.502	SILT FENCE, TYPE HI	LF	210	\$4.00	\$840.00	0.0	\$0.00	0.0	\$0.00	0.0		
2573.53	STORM DRAIN INLET PROTECTION	EACH	2	\$300,00	\$600,00	20	\$600.00	0.0	\$0,00	2.0		
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	250	\$6,00	\$1,500.00	243.0	\$1,458.00	0.0	\$0.00	243.0		
2573.535	CONSTRUCTION EXIT (ROCK)	LS	1	\$2,500.00	\$2,500,00	1.0	\$2,500,00	0.0	\$0.00	1.0		
2574.525	COMMON TOPSOIL BORROW, LV	CY	165		\$8,250.00	165.0		0.0	30.00			
2575,501	SPEDING	ACRE	0.18	\$12,000.00	\$2,160.00	0.18	\$2,160.00	0.0	\$0.00	0.18		
2575,502	SEED MIX - MnDOT NATIVE CONSTRUCTION (52-241 - MnDOT NATIVE CONSTRUCT		1.5	\$100.00	\$150,00	25	\$250,00	0,0	\$0,00	2.5		
2575.502	SEED MIX - WOODLAND RESTORATION (WITH COVER CROP)	LB	4.2	\$100,00	\$420.00	9.0	\$900.00	0.0	\$0.00			
2575.523	EROSION CONTROL, BLANKETS CATEGORY 4N (STRAW-COCONUT)	SY	975	\$4.00	\$3,900.00	2068.0	\$8,272.00	0.0	\$0,00			
2575,608	SEED MIXTURE - SAINT PAUL LOW MAINTENANCE TURF	LB	2	\$70,00	\$140.00	0,0	\$0.00	0,0	\$0.00	0.0	\$0,00	
	THE RESERVE THE PROPERTY OF THE PARTY OF THE		(10 ft-17				T				Contract	guiveous autorii min
	PARTY OF THE PROPERTY OF THE	1000		U. Classes						232 11.42 12	Amount	\$254,192.00
Item Number	Pending Change Order No. XX - Extra Work	Unit		Unit Price		Previous Quantity	Previous Amount	Quantity this Period	Amount this Period	Quantity To Date	Total Amount	
						Og and ILILY	CITICALIE	1 0 100				
CO1-1	Change Order - Install Compacted Class 5 at Site 2	TON	\$0.00	\$48.00	80.00	77.3	\$3,711.36	0.0	\$0.00		\$3,711.36	
C01-2	Change Order - INSTALL CLASS II RIPRAP	TON	\$0.00	\$102.00	1 of 3	89,3	\$9,104.52	0.0	\$0.00	89,3	\$9,104.52	

CO2-1	Plant Trees	EA	30,00	\$1,150.00	\$0.00	4.0	\$4,600.00	0.0	\$0.00	4.0	\$4,600.00	
CO2-2	Plant Additional Shrubs	EA	\$6,00	\$94.00		33.0	\$3,102.00	0.0	\$0.00	33.0	\$3,102.00	
CO2-3	Remove Soil from Rock Drop	LS	\$0.00	\$2,200.00	50.00	1.0	\$2,200.00	0.0	\$0.00	1.0	\$2,200.00	
CO2-4	Apply Progranics and Flexterra up to 500 SF	LS	\$0.00	\$4,730.00	\$0.00	1.0	\$4,730.00	0.0	\$0.00	1,0	\$4,730.00	
CO2-5	Apply Progranics and Flexterra over 500 SF	SF	50.00	\$5.00	<b>30.0</b> 1	3,740.0	\$18,700.00	0.0	\$0.00	3740.0	\$18,700.00	
CO2-6	Install ADA Ramps; Sidewalk, and Curb	LS	50,00	\$42,982.50		1.0	\$42,982.50	0,0	\$0.00	1.0	\$42,982.50	
CO2-7	Remove and Replace Trail Base	LS	\$0,00	\$5,500.00	\$2.00	1.0	\$5,500,00	0.0	\$0.00	1.0	\$5,500.00	
CO2-8	Repair Slide and Restore Plantings	LS	150 60	\$14,000.00	\$0.00	0.0	\$0.00	1.0	\$14,000.00	1.0	\$14,000.00	
CO2-9	Adjust Quantity for Random Class III Ripcap	TON		\$75.00		254.42	\$19,081.50	0.0	\$0.00	254,42	\$19,081.50	
CO2-10	Adjust Quantity for Random Class V Riprap	TON	<b>新秦秦</b>	\$95,00		124.61	\$11,837.95	0.0	\$0.00	124.61	\$11,837.95	
CO2-11	Adjust Quantity for for Install Wire Fence (Shrub Protection)	LF		\$7.00		363.0	\$2,541.00	0.0	50,00	363.0	\$2,541.00	
CO2-12	Adjust Quantity for for Common Topsoil Borrow, LV	CY		\$50.00		107.1	\$5,355.00	0.0	\$0.00	107.1	\$5,355.00	
CO2-13	Adjust Quantity for Seeding	ACRE		\$12,000.00		0.28	\$3,360.00	0.0	\$0.00	0.28	\$3,360,00	
CO3-I	Provide gate and repair riprap	EA		\$60,795,00		0.0	\$0.00	1.0	\$60,795.00	1.0	\$60,795.00	
			No.									
			1351									
			100									
	CONTRACTOR OF THE PROPERTY OF		SELSO!			U.S. PRODE	Hills Asses (Wilesen Person	1100		W. Dec See	Change	\$211,6
TOTAL	2017年2月2日 - 1015日 - 1			trables has			\$390,997.83	Street Street	\$74,795.00	and the same	Project	\$465,7

LMRWMO 2021 Financial Summary				Actual	Revenues				
ESTIMATED REVENUES AND ASSETS	Budget	Dec 10 2020 - Jan 13 2021	Jan 14 - Feb 10 2021	Feb 11 - Mar 10 2021	Mar 12 - April 14 2021	April 15 - May 12 2021	May 13 - June 9 2021	Total	Variance
Use of Fund Balance	\$28,896							\$0.00	\$28,896.0
Dues from Members	\$110,224							\$0.00	\$110,224.0
Interest	\$600	\$43.47	\$43.24					\$86.71	\$513.29
Other/Grant Match	\$0	\$300.00	\$300.00					\$600.00	(\$600.0
LMCIT Rebate	\$500	\$360.00						\$360.00	\$140.00
Other Grants	\$0.00							\$0.00	\$0.00
BWSR FY16-18 CWF & FY19 WBF Grants <sup>2</sup>	\$405,000.00							\$0.00	\$405,000.00
TOTAL	\$545,220.00	\$703.47	\$343.24	\$0.00	\$0.00	\$0.00	\$0.00	\$1,046.71	
				Actual	Expenses				
ESTIMATED EXPENSES AND LIABILITIES	Budget	Dec 10 2020 - Jan 13 2021	Jan 14 - Feb 10 2021	Feb 11 - Mar 10 2021	Mar 12 - April 14 2021	April 15 - May 12 2021	May 13 - June 9 2021	Total	Balance Remaining
Engineering/Technical Assistance	<u>'</u>								
Technical Assistance	\$5,500.00	\$17.00						\$17.00	\$5,483.00
Meetings	\$6,000.00	\$725.00						\$725.00	\$5,275.00
Plan Reviews	\$0.00							\$0.00	\$0.00
Watershed Plan Amendment	\$40,000.00							\$0.00	\$40,000.00
Project Planning/Implementation						•	•		
Plan Implementation	\$0.00							\$0.00	\$0.00
Landscaping for Clean Water Projects	\$15,000.00		\$3,750.00					\$3,750.00	\$11,250.00
Water Monitoring	\$6,500.00	\$2,730.00	\$1,200.00					\$3,930.00	\$2,570.00
Education	•						-		
Landscaping for Clean Water Workshops	\$6,400.00							\$0.00	\$6,400.00
Master Water Stewards Program	\$7,500.00		\$520.00					\$520.00	\$6,980.00
Storm Drain Stenciling Program	\$0.00							\$0.00	\$0.00
Storwater Signage Program	\$2,500.00							\$0.00	\$2,500.00
WMO Tabling/Event Materials	\$600.00							\$0.00	\$600.00
Host Neighbhorhood or Lake Assn. Mtgs	\$1,200.00							\$0.00	\$1,200.00
General Education Requests	\$1,000.00							\$0.00	\$1,000.00
Metro Watershed Partners Membership	\$1,000.00							\$0.00	\$1,000.00
Board Tour / Boat Tour	\$4,000.00							\$0.00	\$4,000.00
Website Maint.	\$1,700.00		\$225.00					\$225.00	\$1,475.00
CAC Coordination	\$1,120.00							\$0.00	\$1,120.00
Board Education	\$1,500.00							\$0.00	\$1,500.00
Administration									
General Administration	\$30,000	\$2.00	\$4,012.00					\$4,014.00	\$25,986.00
Accounting Services	\$1,400		·					\$0.00	\$1,400.00
Insurance	\$2,500							\$0.00	\$2,500.00
Attorney and Audit	\$4,500	\$34.00	\$664.80					\$698.80	\$3,801.20
BWSR FY16-19 CWF & WBF Grants <sup>3</sup>	\$550,000.00	\$0.00	\$203,729.78					\$203,729.78	\$346,270.22
Subtotal Operating Costs Only	\$139,920.00	\$3,508.00	\$10,371.80	\$0.00	*	\$0.00	\$0.00	\$13,879.80	
TOTAL EXPENSES	\$829,840.00	\$3,508.00	\$214,101.58	\$0.00	\$0.00	\$0.00	\$0.00	\$217,609.58	
Overall Fund Balance		\$376,255.11	\$162,496.77	\$0.00	\$0.00	\$0.00	\$0.00		
Total Clean Water Fund Grant Balance		\$212,956.51	\$9,226.73	\$0.00	\$0.00	\$0.00	\$0.00		
LMRWMO Operating Fund Balance	\$163,298.60	\$153,270.04	\$0.00	\$0.00	\$0.00	\$0.00			
Unencumbered Operating Fund Balance <sup>1</sup>		\$118,298.60	\$108,270.04	\$0.00	\$0.00	\$0.00	\$0.00		

Carryover Fund Balance from Dec. 10, 2020

\$ 379,059.64

#### 2020 Budget Notes:

- 1. \$45,000 total set aside in 2021 for Watershed Management Plan
- 2. Budget is an estimate and will vary depending on grant project progress.

LMRWMO Grants Financial Summary (201	6-2021)										
ESTIMATED REVENUES AND ASSETS	Budget	Sum: Mar 10 - Dec 14 2016	Sum: Dec 15, 2016 - Dec 13, 2017	Sum: Dec 14, 2017 - Dec 12, 2018	Sum: Dec 13 2018 - Dec 11 2019	Dec 10 2020 - Jan 13 2021	Jan 14 2021 - Feb 10 2021	Total	Variance		
BWSR FY16-18 CWF Grant Payment - Thompson	\$576,000.00	\$288,000,00						\$288.000.00	(\$288,000,00)		
BWSR FY16-16 CWF Grant Payments - Alum	\$196,000.00	\$98,000.00			\$78,400.00			\$196,000.00	\$0.00		
BWSR FY16-18 CWF Grant Payments - Alum  BWSR FY18 CWF Grant Payments - Cherokee	\$796,000.00	\$98,000.00		\$350,000.00	\$280,000,00		+	\$630,000.00	(\$70,000,00)		
*Lake Augusta Matching Funds <sup>1</sup>	\$24,500.00		\$37,500,00	\$350,000.00	\$280,000.00			\$37,500.00	\$13,000.00		
*Sunfish Lake Matching Funds	\$24,500.00	\$26.129.13	\$37,500.00		+ +			\$37,500.00	\$13,000.00		
Thompson Lake Matching Funds Thompson Lake Matching Funds	\$24,500.00	\$20,129.13	\$870.97		+ +			\$27,000.10	(\$144,000,00)		
FY-2019 Watershed Based Funds	\$144,000.00				\$72,335.00		+	\$72,335.00	(\$72,335,00)		
TOTAL MATCH FUND RECEIVED	\$144,670.00	\$26,129.13	\$38.370.97	\$0.00	\$72,335.00	\$0.00	\$0.00	\$72,335.00 \$64,500.10	(\$128,499.90)		
TOTAL GRANT FUNDS RECEIVED	\$1,616,670.00	\$26,129.13	\$38,370.97	\$350,000.00	\$430,735.00	\$0.00	\$0.00	\$1,186,335.00	(\$808,335.00)		
TOTAL GRANT FUNDS RECEIVED	\$1,616,670.00	\$386,000.00	\$0.00	\$350,000.00	\$430,735.00	\$0.00	\$0.00	\$1,186,335.00	(\$808,335.00)		
ESTIMATED EXPENSES AND LIABILITIES	Budget	Sum: Mar 10 - Dec 14 2016	Sum: Dec 15, 2016 - Dec 13, 2017	Sum: Dec 14, 2017 - Dec 12, 2018	Sum: Dec 13 2018 - Dec 11 2019	Dec 10 2020 - Jan 13 2021	Jan 14 2021 - Feb 10 2021	Total	Balance Remaining	Summary	
Thompson Lake Stormwater Improvements										Thompson Lake Stormwater Improvements	
Grant Administration	\$15,000.00		\$1,912,50	\$2,437,50	\$3,256,48		\$1,169,94	\$9.830.44	\$5,169,56	\$576,000.00 Total Grant	
Project Development	\$15,000.00	\$1,077.50	\$4,347,50	\$8,737,50	\$5,983,64		\$415.14	\$23,051,40	(\$8.051.40)	\$305,020.62 Spent 52.95%	\$224,158.66
Education and Outreach	\$18,000.00			\$2,375.00	\$18,072.64			\$21,178.01	(\$3,178.01)	\$74,485.01 Match	, ,
Engineering, Design, Permitting	\$140,000.00		\$1,960.00	\$44,409.65	\$56,869.10			\$106,329.02	\$33,670.98		
Forebay, Wetland, & Pond Install	\$344,000.00		, ,,	, ,	\$72,719.65			\$144,631.75	\$199,368.25		
Forebay, Wetland, & Pond Install Match	\$144,000.00			\$11,102.41	\$63,382.60			\$74,485.01	\$69,514.99	\$288,000.00 Funds Received 50%	
Water Reuse Irrigation System	\$44,000.00							\$0.00	\$44,000.00	-\$17,020.62 Funds on Hand	
Cherokee Heights Stormwater										Cherokee Heights Stormwater	
Grant Administration	\$12,000.00			\$520.00	\$5.014.73			\$7,462,50	\$4,537.50	\$700,000.00 Total Grant	
Project Development	\$10,000.00			\$5,240.00	\$5,543,36			\$11,901,37	(\$1,901.37)	***************************************	
Rainbarrel Program	\$15,000.00			\$840.00	\$11,163,91			\$12,003,91	\$2,996.09		
Ravine Stabilization	\$275,000.00				\$187,519,28		\$155,142,40	\$342,661,68	(\$67,661.68)	\$673,777.86 Spent 96.25%	\$468,625.12
Ravine Stabilization Match	\$210,000.00				\$57,996.18			\$57,996.18	\$152,003.82	\$175,000.00 Match	
Ravine Stabilization Engineering, Design	\$137,000.00				\$90,323.45		\$46,964.56	\$137,288.01	(\$288.01)		
Stormwater BMP Construction	\$211,000.00				\$137,011.46			\$137,011.46	\$73,988.54		
Stormwater BMP Construction Match	\$170,000.00				\$117,003.82			\$117,003.82	\$52,996.18	\$630,000.00 Funds Received 90%	
Stormwater BMP Engineering, Design	\$40,000.00				\$25,448.93			\$25,448.93	\$14,551.07	-\$43,777.86 Funds on Hand	
											_
FY 2019 Watershed Based Funding			1		1	1	1			FY 2019 Watershed Based Funding	
Grant Administration	\$8,000.00				\$37.35		-	\$80.58	\$7,919.42	\$144,670.00 Total Grant	
Education Program Implementation	\$36,000.00	+	+	+ -	\$914.60	+	<del>                                     </del>	\$914.60	\$35,085.40		
Education Program Project Dev.	\$4,670.00	+	+	+ -	\$87.41	+	<del>                                     </del>	\$231.63	\$4,438.37		
Education Program Project Dev. Match	\$4,670.00				671.00		+	\$0.00	\$4,670.00	60 200 70 Carry 4 2001	64 407 50
Interstate Valley Creek Project Dev.	\$4,000.00				\$74.69		+	\$74.69 \$0.00	\$3,925.31	\$2,309.79 Spent 1.60%	\$1,487.50
Interstate Valley Creek Study	\$44,000.00 \$25,000.00				+		+	\$0.00	\$44,000.00	\$0.00 Match	
Interstate Valley Creek Study Match	\$25,000.00 \$4,000.00		+		\$373.45		\$37.74	\$0.00 \$1.008.29	\$25,000.00	\$142,360.21 Balance	
Lake Augusta Project Development			+		\$313.45		\$31.74	\$1,008.29 \$0.00	\$2,991.71	\$70,005,00 Funds Bassind FCC	
Lake Augusta Study Lake Augusta Study Match	\$44,000.00 \$30,000.00		+		+	+	<del>                                     </del>	\$0.00	\$44,000.00	\$72,335.00 Funds Received 50%	\$360,193,95
						1	<u> </u>		\$30,000.00	\$70,025.21 Funds on Hand	\$300,193.95
TOTAL GRANT EXPENSE	\$1,616,670.00	\$10,086.31	\$184,091.92	\$70,759.05	\$625,334.00	\$0.00	\$203,729.78	\$1,177,108.27	\$439,561.73		
TOTAL MATCH EXPENSE	\$632,670.00	\$0.00	\$64,493.80	\$11,102.41	\$238,382.60	\$0.00	\$0.00	\$313,978.81	\$318,691.19		

\$276,463.72 \$212,956.51

\$9,226.73

LMRWMO GRANT FUND BALANCE

\$375,913.69

\$191,821.78

\$471,062.73

<sup>1.</sup> Includes \$35,000 from City, \$2,500 from Lake Augusta residents.

Note: Budget reflects most recent BWSR work plan, not original work plan

Note: Revenue and expenditures from 2016, 2017, 2018, and 2019 are shown but have been aggregated

## 2021 SERVICE AGREEMENT BETWEEN RAMSEY COUNTY AND

#### THE LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION

#### A. PARTIES

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation department – Soil & Water Conservation Division (SWCD), 2015 Van Dyke Street, and the Lower Mississippi River Watershed Management Organization (LMRWMO), c/o Dakota County SWCD, 4100 220<sup>th</sup> Street West, Farmington, MN 55024.

#### B. PURPOSE

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

#### C. TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2021 to December 31, 2021 unless extended or terminated earlier as provided herein.

#### D. SCOPE OF SERVICES

The SWCD will perform all services and furnish and deliver work products generally described in the attached Exhibit A.

#### E. COST

In full consideration for services under this agreement, the LMRWMO will compensate the SWCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$9,002.00 during the term of this agreement.

Any additional costs must be approved by the LMRWMO.

#### F. BILLING RATE AND PAYMENTS

The LMRWMO will pay the SWCD the amount of the cost for services invoiced by the SWCD, within 35 days after receipt, based on the fee schedule listed in Exhibit A of this agreement. Project expenses will be billed as they are accrued. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

#### G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

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

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

#### H. STANDARDS

The SWCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

#### I. DATA PRIVACY

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

#### J. AUDITS, REPORTS, AND MONITORING PROCEDURES

The SWCD will:

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

#### K. INDEMNITY

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

#### L. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the SWCD as the agent, representative, or employee of LMRWMO for any purpose or in any manner whatsoever. The SWCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

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

#### M. MODIFICATIONS

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

#### N. MERGER

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

#### O. TERMINATION

Either the SWCD or the LMRWMO may terminate this Agreement with or without cause by giving the other party ninety (90) days written notice prior to the effective date of such termination. If the LMRWMO terminates this Agreement, it may specify work to be performed by the SWCD before termination is effective and shall pay the SWCD for services performed by the SWCD up to the time specified for termination. If the SWCD terminates the Agreement, it will not be compensated for part completion of a task except to the extent part completion has value to the LMRWMO.

#### P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

## 2021 SERVICE AGREEMENT BETWEEN RAMSEY COUNTY AND LOWER MISSISSIPPI RIVER WATER MANAGEMENT ORGANIZATION

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

APPROVED:

LMRWMO Ramsey County

BY: \_\_\_\_\_\_ Board Chair Date BY: \_\_\_\_\_ County Manager Date

BY: \_\_\_\_\_\_ BY: \_\_\_\_\_ Date

County Attorney

Date

#### **EXHIBIT A**

#### **TASKS**

#### 1. Project Oversight

All work performed by the SWCD will be at the direction of the LMRWMO.

#### 2. Landowner Outreach

Targeted and broad-based outreach techniques will be implemented through a coordinated effort of the LMRWMO and SWCD. Outreach will be coordinated with existing educational efforts through the Landscaping for Clean Water (LCW) program by the LMRWMO and City of St. Paul.

#### 3. Project Database

Project information will be maintained by the LMRWMO. Information on assistance provided by the SWCD will be regularly communicated to the LMRWMO Administrator.

#### 4. Respond to inquiries from the public

The LMRWMO will act as the primary and first responder to inquiries from the public regarding the LCW program. The SWCD and the LMRWMO will jointly provide responses to the public regarding general program information, program eligibility, best management practice information, and general information.

#### 5. Site Reviews and Project Evaluation

Initial site visits, follow-up reviews and subsequent site visits of potential BMP implementation sites will be conducted under this contract following the LCW program and project model. Other activities may include: assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs. SWCD will assist program applicants with identification of supplemental funding sources if needed. Educational materials will be distributed during the site visit.

#### 6. BMP Design and Contractor Assistance

The SWCD will coordinate BMP design assistance through the LCW program. Design support will be provided by SWCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or the LMRWMO. SWCD may assist landowners with obtaining qualified contractors to install BMPs if requested.

#### 7. Construction Monitoring (Site inspections)

The SWCD will monitor construction activities to verify proper implementation of BMPs following the LCW program model and take photos during all site visits to share with the LMRWMO.

#### 8. Miscellaneous Services

Other services may be provided as requested by the LMRWMO to implement and carry out the Program.

#### 9. Billing

SWCD services are billed on an hourly basis at the rate of \$72.00 per hour, for all SWCD staff.

#### **EXHIBIT A CONT.**

#### **ESTIMATED TASK SUMMARY**

EDUCATION COST ESTIMATE

Landscaping for Clean Water Workshops	
<ul> <li>Attend 1 Landscaping for Clean Water Introduction Presentation (one evening).</li> </ul>	
<ul> <li>Attend 1 Landscaping for Clean Water Design Workshop (two evenings).</li> </ul>	12 hours @ \$72/hour = \$864
<ul> <li>Update map template for participant use in LCW design classes.</li> </ul>	
Landscaping for Clean Water Landowner Coordination	
<ul> <li>Create individual maps for LCW design class participants within Ramsey County as participants register for Design classes.</li> </ul>	1 hour each @ \$72/hour, up to 6 projects = \$432
Subtotal	\$1,296

#### TECHNICAL ASSISTANCE & PROJECT IMPLEMENTATION COST ESTIMATE

Technical Assistance - Landscaping for Clean Water	
<ul> <li>Staff time for technical assistance for LCW grant participants (meet onsite with landowner for project layout, midpoint visit to check elevations, final visit, coordinate with landowner remotely, coordinate with Dakota County SWCD staff on project reporting, etc.)</li> </ul>	6 hours for each project @ \$72/hour, up to 6 projects = \$2,592
Technical Assistance – General	
<ul> <li>Staff time for technical assistance on potential landowner stormwater/drainage issues or stormwater BMP project implementation questions.</li> </ul>	12 hours @ \$72/hour = \$864
Subwatershed Analysis	
<ul> <li>Staff time for technical assistance and grant matching funds for the West Side Flats Subwatershed Analysis (SWA)</li> </ul>	Matching Funds = \$4,250
Subtotal	\$7,706

**TOTAL AGREEMENT NOT TO EXCEED:** \$9,002

## PETERSON COMPANY LTD. CERTIFIED PUBLIC ACCOUNTANTS

570 Cherry Drive | Waconia, Minnesota 55387 952.442.4408 | Fax: 952.442.2211 | www.pclcpas.com

January 4, 2021

To the Board of Supervisors and District Manager Lower Mississippi River Watershed Management Organization 4100 220th St. W, Suite 102 Mendota Heights, MN 55024

We are pleased to confirm our understanding of the services we are to provide Lower Mississippi River Watershed Management Organization for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Lower Mississippi River Watershed Management Organization as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lower Mississippi River Watershed Management Organization's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Lower Mississippi River Watershed Management Organization's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Lower Mississippi River Watershed Management Organization and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Lower Mississippi River Watershed Management Organization's financial statements. Our report will be addressed to the board of supervisors of Lower Mississippi River Watershed Management Organization. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in

considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Lower Mississippi River Watershed Management Organization is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements: However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lower Mississippi River Watershed Management Organization's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit

will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of Lower Mississippi River Watershed Management Organization in conformity with U.S. generally accepted accounting principles based on information provided by you. If needed, we will assist in preparing the depreciation schedule. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial

audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Lower Mississippi River Watershed Management Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Peterson Company Ltd and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Peterson Company Ltd personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in the spring and to issue our reports no later than June 30, 2021. Michael Peterson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$4,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices not paid within 30 days will accrue interest at 1.50%. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant

additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Lower Mississippi River Watershed Management Organization and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,	
Peterson Company Ltd	
Peterson Company Ltd	
RESPONSE:	
This letter correctly sets forth the understanding of Lower	Mississippi River Watershed Management Organization.
Management signature:	
Title:	
Date:	
Governance signature:	
Title:	
Date:	

#### METRO WATERSHED PARTNERS



**INVOICE** 

651-523-2812

Attention: Joe Barten

Lower Mississippi River WMO

4100 220th Street West, Suite 102

Farmington, MN 55024

jlarson25@hamline.edu

Date: 1/28/21

Metro Watershed Partners Hamline University 1536 Hewitt Ave. MS-A1760 Saint Paul, MN 55104 Project Title: Clean Water Minnesota

Terms: 30 Days

Description	Cost
2021 Membership: Clean Water MN and Adopt-a-Drain	\$1,000.00
TOTAL	\$1,000.00

#### Benefits of membership

- You and your colleagues are invited to attend our monthly meetings, to network and share information with other watershed education professionals, and to hear monthly speakers on topics relevant to our work. The Watershed Partners meet on the second Wednesday of the month from 9 11am. Right now all meeting are held on Zoom.
- You and your colleagues are invited to be added to our listserv on Mobilize, where you can receive meeting notifications and partner updates, and send messages to, and receive announcements from, other partners. If you would like to be added to Mobilize, please email Jana Larson (<a href="mailto:jlarson25@hamline.edu">jlarson25@hamline.edu</a>) and request to be added.
- Your organization will be listed as a supporting partner on <u>cleanwatermn.org/about-us</u>
- Your organization will be listed as a supporting partner on <u>adopt-a-drain.org</u> whenever someone clicks on a drain in your service area, and on email communication to adopters in your area.
- You will have access to an administrative portal on <a href="Adopt-a-Drain.org">Adopt-a-Drain.org</a> that allows you to access data about drains and program participants in your area.
- You will receive an annual report that includes summary data about drains and program participants in your area.
- You are able to access modifiable print resources to promote Adopt-a-Drain to residents in your area here: <a href="https://www.cleanwatermn.org/resources-for-partners/">https://www.cleanwatermn.org/resources-for-partners/</a> Please follow the style guide when modifying these resources. (This is password protected.)
- Portable educational exhibits are available for checkout. Find more information at: <a href="https://www.cleanwatermn.org/resources-for-partners/">https://www.cleanwatermn.org/resources-for-partners/</a>
- For an additional fee, participants in your area can receive yard signs and a printed "welcome kit" in the mail. Please contact Jana Larson for more information.

Duration of service: January 1 - December 31st, 2021. Unspent funds will rollover to support program activities in 2022.

East Mississippi River Collaborative Project List										
Responsible Party/Agency	Name of Activity/Project/Program	Description of Activity/Project/Program	Plan reference	Water Resource(s)	LGU Coordination	Timeframe for implementation	Grant funds requested	Local match funds (minimum 10%)	Total project cost	Measurable Outcomes
CCWD								• • • • • • • • • • • • • • • • • • • •	\$ -	
CRWD									\$ -	
LMRWMO	Mississippi River Ravine Erosion and Direct Drainage Study	There are many areas along the Mississippl River within the boundary of the LMRWMO that are experiencing stream bank or ravine erosion. This erosion results in a large sediment load to the Mississippl River. This item will include a study of direct drainage watersheds to the Mississippl River and identification of water quality improvement projects in those subwatersheds, focusing on erosion issues as well as stormwater management projects prioritize by subwatershed as well.	Watershed Management Studies Table 6-3, Items 8, 13, 14.	Mississippi River	The LMRWMO will reach out the ACOE to coordinate potential study and determine the potential for a partnership. The LMRWMO will also coordinate with the affected Member Cities staff on technical aspects of the study.	April 2021-December 2023	\$ 93,041	\$ 9,304		A prioritized project list which identifies the location and extent of ravine erosion throughout entired Mississippi River direct drainages with estimated pollutnant load reductions to the Mississippi River and estimated cost of project/repair. The project lis will also identify the location and estimated cost of feasible stormwater quality improvement projects and rate control projects in direct drainage subwatersheds as necessary to remedy erosion issues and improve water quality to the Mississip River. The work will be performed contracted engineering consultants and will utilize the appropriate stormwater modeling software.
RCWD									\$ -	
RWMWD									\$ -	
SWWD									\$ -	
VLAWMO									\$ -	
Anoka CD									\$ -	
Dakota SWCD									\$ -	
Ramsey CD									\$ -	
Washington CD									\$ -	
Washington County							\$ 108,549		\$ 108,549	
						Totals:	\$ 201.590	\$ 9.304	\$ 210.894	