



Eagan - Inver Grove Heights

Watershed Management Organization

AGENDA

BOARD OF MANAGERS MEETING

October 19, 2021 at 5:30 P.M.

Inver Grove Heights City Hall

8150 Barbara Ave, Inver Grove Heights, MN 55077

- I. Call to Order
- II. Approval of Agenda
- III. Consent Agenda (*Acted with one motion unless a manager requests an item be discussed*)
 - A. Minutes of August 17, 2021 Meeting*
 - B. Invoices for Payment*
 - C. October 19, 2021 Year-to-Date Financial Summary*
- IV. Activity to Update Education & Outreach Plan*
- V. Smart Salting Education/Signage Planning*
- VI. Review Water Checklist and Certification
- VII. Update on Educational Signage for Eagan Stormwater Practices
- VIII. Delegate State Grant Authority to Administrator
- IX. Amend Joint Powers Agreement with Eagan for Watershed Based Funding Grant
- X. Discuss Records Retention Policy
- XI. Approve Workplan with SWCD*
- XII. Select Legal Services Proposal*
- XIII. Approve 2022 Meeting Schedule*
- XIV. Minnesota Water Stewards Activity Updates
- XV. Community Updates
- XVI. Agenda Items for December 7, 2021 Meeting
- XVII. Adjournment

* Materials included in packet

A Joint Powers Organization of the Cities of Eagan and Inver Grove Heights

3830 Pilot Knob Road, Eagan, MN 55122-1810

Phone: (651) 675-5300

EAGAN-INVER GROVE HEIGHTS WATERSHED MANAGEMENT ORGANIZATION

MINUTES BOARD OF MANAGERS MEETING August 17, 2021

The Eagan-Inver Grove Heights Watershed Management Organization (WMO) Board of Managers (Board) met at the Eagan Maintenance Facility, 3501 Coachman Point, Eagan, Minnesota.

Board Managers Present:

Joe Reymann, Chair	Appointed by City of Eagan
Sarah Saito	Appointed by City of Inver Grove Heights
Jennifer Workman-Jesness	Appointed by City of Eagan
Monica Foss	Appointed by City of Eagan

Others Present:

Ashley Gallagher	Resource Conservationist, Dakota County Soil and Water Conservation District
Steve Dodge	Assistant City Engineer, City of Inver Grove Heights
Eric Macbeth	Water Resources Manager, City of Eagan
Brian Raney	Resident, City of Eagan

I. Call to Order

Reymann called the meeting to order at 5:33 p.m. Resident Brian Raney introduced himself and was there to listen to the meeting.

II. Adopt Agenda

Motion by Reymann, second by Workman-Jesness to approve the agenda. Motion carried.

III. Approve Consent Agenda

- A. Minutes of June 15, 2021 Meeting
- B. Invoices for Payment
- C. August 17, 2021 Year-to-Date Financial Summary

Motion by Foss, second by Workman-Jesness to approve the consent agenda. Motion carried.

IV. Rain barrels

There have been 45 pre-orders of the 66 barrels available. Distribution will be from 9am to noon at Hardware Hank on Saturday. Email reminder will be sent to those that pre-ordered. Reymann is coordinating volunteers to help with distribution, two people present at all times should be sufficient.

V. Water Checklist and Certification

Foss had previously worked on a list of best practices for lawns. This could turn into a certification program. Reward for certification would be a sign. Comment that a sign is nice but many people would want a monetary reward. Foss and Reymann will review list, it would also need to be formatted into a final version. The final version could be sent out as a follow-up item to those that purchased rain barrels.

VI. Lawn & Irrigation Practices

Some managers on the Board have upgraded irrigation systems, including installation of wi-fi controller system that incorporates weather forecast and/or sensors. City of Eagan has a rebate program through their utility department for irrigation upgrades among other practices. This is an information item for the WMO, however the WMO will look into rebate programs and consider their role in lawn and irrigation practices.

VII. Educational Signage for Eagan Stormwater Practices

City of Eagan will now design signage internally instead of through a consultant. This will allow the design to better fit with Eagan's brand style and contain relevant and readable content for various audiences. Practices at City Hall complex which would receive a sign might be the tree trenches, rain gardens and pervious pavers. Macbeth will continue to coordinate with Foss and Reymann.

VIII. Fall Clean-up Day

With rise in delta variant there will not be a fall clean-up. It may be difficult to get families to commit to an event. A clean-up could be planned for the spring time, possibly in conjunction with earth day. City of Eagan Lakefest is planned for June, and could schedule with that event as well. Coordination with the City of Eagan will likely help increase participation.

IX. RFP for Legal Services

Every two years the WMO is required to go out for bid on services. E-IGHWMO only retains legal services so the RFP would be released upon approval.

Motion by Reymann, second by Foss to approval the RFP. Motion carried.

X. Minnesota Water Stewards Activity Updates

Reymann had a conversation with Freshwater on volunteer hours and continuing education. They understand the constraints of the pandemic and are not requiring hours. They encourage people to still enter hours. WMO meetings can count as hours. Program has typically required 50 hours of volunteering and 16 hours of continuing education.

Reymann and Foss both volunteered at the Dakota County Fair in the Natural Resources Building. They enjoyed their time and conversations there. Many interesting exhibits and found the turf exhibit especially useful.

XI. Community Updates

City of Eagan is working on 2022-2023 budget. Support of new Minnesota Water Stewards will not be included. Eagan will continue to support existing MWS but no longer cover the participation fee for new MWS. There have been some ordinance updates, including requiring dumpsters to be covered and plugged so polluted water does not make its way to the storm drains. The other update relates to garbage truck licensing in an effort to reduce hydraulic fluid leaks/spills. The contract for the Carlson Lake project has been approved. Construction timeline is this fall, however components could extend into next year. The WMO will be asking for a WBIF grant extension with BWSR. The City also purchased new aquatic plant harvesting equipment.

Inver Grove Heights updates NPDES permit was approved. The City had to update a few items locally, such as response procedures. IGH continues work in the North West area, in which geology created a contained area, so water infiltration is a key component of stormwater management. Many low flat areas are sandy

and are left undeveloped to encourage infiltration. City is exploring some open space parks ideas for some of the open basins.

Marketfest Update: City of Eagan is looking for volunteers at the city/MWS/E-IGHWMO booth at the farmers market which runs from 4-8pm. Coordinate with Gregg Thompson if interested.

XII. Agenda Items for Next Meeting

- Education & Outreach Plan
- Smart salting
- Signage
- Water checklist
- Utilities rebates
- Workplan
- Legal services

XIII. Adjournment

Motion by Workman-Jesness, second by Foss to adjourn the meeting. Meeting adjourned at 7:00 pm.

RAIN WATER SOLUTIONS INC
4012 White Pine Dr.
Raleigh, NC 27612
(919)835-1699
lynn@rainwatersolutions.com
<http://www.RainWaterSolutions.com>



INVOICE

BILL TO

Eagan-Inver Grove Heights WMO
4100 220th St W, Suite 102
Farmington, MN 55024

INVOICE # 19536

DATE 08/24/2021

DUE DATE 09/08/2021

TERMS Net 15

P.O. NUMBER

August 2021

DESCRIPTION	QTY	RATE	AMOUNT
50-Gallon - Black Ivy Rain Barrel	66	71.50	4,719.00

Thank you for your business!

BALANCE DUE

\$4,719.00

		Implementation Year and					
		Estimated Cost					
	Activity	Description	2019	2020	2021	Estimate Source	Partners
Events	CLIMB Theatre	Support CLIMB Theatre one time water themed performances to groups (i.e. seniors, young adults, businesses)	\$1,000	\$1,000	\$1,000	Based on previous contracts	CLIMB Theatre
	Tour	Tour of watershed including best management practices installed followed by picnic celebration	-	\$2,000	-	Staff time to organize plus rentals/food, Every other year	DCSWCD, Cities
	Lakefest	Support Lakefest by hosting a table or providing programming	-	\$100	-	Materials, Rely on volunteers, Every other year event	Eagan
	Marketfest	Support Marketfest by hosting or partnering to provide a table on water quality activities	\$100	\$100	\$100	Materials, Rely on volunteers	Eagan
Programming	Master Water Stewards	Support Master Water Stewards capstone projects by assiting with costs and developing a list of potential projects	\$2,000	\$2,000	\$2,000	Support two capstone projects	Freshwater Society, Eagan
	CLIMB Theatre	Support CLIMB Theatre water themed performances in multiple elementary schools	\$3,500	\$3,500	\$3,500	Based on previous contracts	CLIMB Theatre, Schools
	Rainbarrels	Rainbarrel distribution program in partnership with local businesses	\$4,000	-	-	Cost from rainbarrel supplier plus coordination	Local Business, Rain Water Solutions Inc
	Neighborhood Scale	Neighborhood scale meetings in conjunction with city stormwater and water quality improvement or protection projects	\$500	\$500	\$500	Staff time to organize and promotion materials	Cities, Neighborhood residents
	Landscaping for Clean Water	Support the promotion, education and installation of raingardens/native plantings/shoreline planting through the Landscaping for Clean Water Program	\$14,000	\$14,000	\$14,000	Based on previous contracts	DCSWCD, Cities
	Schools	Lesson plans tailored to meet standards and provide water education, taught by the SWCD	-	\$800	\$800	\$800 per program, Wait until after start up year or STEM standards are complete	DCSWCD, Schools
	Raingarden Maintenance	Raingarden maintenance workshops and/or adopt-a-raingarden	-	\$1,600	-	Staff time and materials, Every other year in partnership with other watersheds	DCSWCD, Cities
Materials	Backpacks	Water themed backpacks at libraries in the watershed	\$250	\$250	\$250	Upkeep costs	Libraries
	Buffer Brochure	Conservation easement or buffer area brochure	-	-	\$2,500	Determine need in first years, Development and printing	Cities
	Catalog	Compile a list of resources, including models or interactive displays,and education apps that would be available to share among watersheds	\$500	\$200	\$200	Staff time, Initial list and then upkeep	Watersheds
Communication	Government	Outreach to City Councils	\$1,000	\$1,000	\$1,000	Staff time and materials	Cities
	Newsletter	Write an article on the E-IGHWMO and pollution prevention practices for incorporation in city newsletters	\$100	\$100	\$100	Staff Time	Cities
	Social Media	Regular watershed notes or short messages via social media	-	-	\$800	Wait until host website (DCSWCD) is updated, Staff time	DCSWCD
	Reporting	Meet reporting requirements for metro watershed 8410 rules which includes an annual report	\$500	\$500	\$500	Average previous years costs	DCSWCD, Cities, BWSR
	Website	Update website to be more user friendly with time relevant information and news	-	-	\$2,500	Wait until host website (DCSWCD) is updated, Past contracts plus more	DCSWCD
Partner	Fishing	Support exisiting fishing education programs	-	-	-	Program supported by Eagan	Eagan, MDNR
	Stormdrain Stenciling	Support existing storm drain stenciling or adopt-a-drain programs	-	-	-	Cities have stenciling programs, Adopt-a-drain is online tool	Adopt-a-Drain, Cities
	Lawn Care	Support existing water wise lawn care education for homeowners	-	-	-	Program supported by Eagan	Eagan
	Chloride	Support education on chloride pollution and salt alternatives	-	-	-	Eagan and/or MPCA program	Watersheds, MPCA
Totals			\$27,450	\$27,650	\$29,750		



SMART SALTING Protects Our Lakes!

So how much salt do I need?

Take a **FREE** salting cup.
This 12 oz cup should cover
10 sidewalk squares or
a 20 foot driveway.



Actual spacing of salt particles

1 to 2 inch spacing is usually enough



Eagan - Inver Grove Heights
Watershed Management Organization

**JOINT POWERS AGREEMENT
BETWEEN CITY OF EAGAN
AND THE EAGAN-INVER GROVE HEIGHTS
WATERSHED MANAGEMENT ORGANIZATION
FOR BOARD OF WATER AND SOIL RESOURCES
WATERSHED BASED FUNDING GRANT PROJECTS**

PARTIES

The Parties to this Agreement are City of Eagan (City) and the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO), individually referred to as "Party" and collectively referred to as "the Parties".

RECITALS

Under Minn. Stat. § 471.59 the Parties are empowered to engage in such agreements as are necessary to exercise their powers. The City is a political subdivisions of the State of Minnesota and the E-IGHWMO is a Watershed Management Organization charged with carrying out the duties set forth in Minn. Stat. §§ 103B.211 to 103B.253 and as otherwise provided by law.

The E-IGHWMO in coordination with the Parties, submitted an application and was awarded funds from the Board of Water and Soil Resources (BWSR) for Best Management Practices (BMP) that would utilize Clean Water Funds through the BWSR Pilot Program for Metro Watershed Based Funding.

Two BMPs submitted by the City were selected for funding. One BMP is the LeMay Lake Improvement Project for the installation of an iron enhanced filtrations system at City Pond DP-3 and the other BMP is the Carlson Lake Improvement Project for an underground filtration system in Carlson Lake Park (collectively the "Projects").

Total funding through the BWSR grant to the City is not-to-exceed \$58,976, or \$29,488 per BMP and will be paid based upon terms of this Agreement. A 10% match is required on the grant per BWSR policy, which will be documented and provided by the City.

AGREEMENT

1. Term of Agreement

- 1.1 Effective Date: March 5, 2019, or the date all required signatures, whichever is later are obtained.
- 1.2 Expiration Date: December 31, 2021, or until all obligations have been satisfactorily fulfilled whichever occurs first.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 8 Liability; 9 Audits; 10 Government Data Practices; 11 Publicity; 12 Governing Law Jurisdiction and Venue.

2. Right of Entry

- 2.1 The Parties hereby grant to each other and the employees, agents and contractors of each other, access to the property and facilities for the purpose of site visits, surveys and examination of BMPs, meetings with consultants or contractors, construction staking, and monitoring of the construction of BMPs.

Summary of Comments on 6_Executed JPA_Eagan-EIGHWMO.pdf

Page: 1

Author: AGSV2	Subject: Sticky Note	Date: 10/7/2021 12:03:10 PM
Remove per BMP		
Author: AGSV2	Subject: Sticky Note	Date: 10/7/2021 12:04:06 PM
new expiration Dec 31, 2022		

3. Agreement Among The Parties

- 3.1 The City will be responsible for administration of all contracts, permitting, and project management tasks associated with completing the Projects. The City must seek input from the E-IGHWMO on all contracts and must also obtain the written approval of the E-IGHWMO before awarding a contract.
- 3.2 The City will hire any necessary agents and contractors to design and construct the practices. The design and final as-built plans will have proper technical sign-off from a professional engineer. The City must seek input from the E-IGHWMO on all contracts and construction plan approvals. The City must also obtain approval of the E-IGHWMO before approving any potential change orders.
- 3.3 The E-IGHWMO will be responsible for the administration of the Board of Water and Soil Resources (BWSR) Watershed Based Funding Grant administration tasks including reporting, reimbursement requests, and any other tasks associated with the grant funding.
- 3.4 The City will be responsible for the long term maintenance of the final installation of the BMPs installed for no less than a period of 25 years. The Parties will enter into a maintenance agreement outlining necessary maintenance to be performed prior to completion.
- 3.5 The Parties will coordinate associated public meetings and public outreach tasks necessary to insure residents, patrons, and members of the watershed are properly informed. Clean Water Fund logo will be used in compliance with Minnesota Laws 2010, Chapter 361, article 3, section 5(b).

4. Funding

- 4.1 The City will pay the entire cost of both BMPs with an estimated total cost of \$590,000 for the LeMay Lake project and \$1,000,000 for the Carlson Lake project.
- 4.2 The E-IGHWMO will reimburse the City for \$29,488 per BMP (LeMay Lake and Carlson Lake) upon completion, receipt and verification of invoices, proper engineers approval and information required for grant reporting to BWSR. Total reimbursements are not-to-exceed \$58,976.
- 4.3 Any changes, variations, modifications, or change orders related to the completion of the Projects described in this Agreement, shall only be valid when they have been reduced to writing and approved by the City's authorized representative.

5. Funding Payment

- 5.1 The City will administer the contract and act as the paying agent for all contracts for the Projects. Payments will be made upon completion of each of the two projects. Upon presentation of an Itemized claim by one Party to another, the receiving Party shall reimburse the invoicing Party for its share of the costs incurred under this agreement within 60 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving Party, the remainder of the claim shall be promptly paid and accompanied by a written

Author: AGSV2	Subject: Sticky Note	Date: 10/7/2021 12:04:19 PM
Remove estimated costs		
Author: AGSV2	Subject: Sticky Note	Date: 10/7/2021 12:05:44 PM
Remove per BMP		

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explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work.

- 5.2 City staff time for the project is not reimbursable. Labor costs for the City and E-IGHWMO employees shall be considered equal in value for the purposes of this Agreement.

6. Authorized Representatives

- a. The City's authorized representative is Eric Macbeth
Telephone: (651) 675-5300
Email: emacbeth@ci.eagan.mn.us
- b. The E-IGHWMO's authorized representative is Ashley Gallagher
Telephone: (651) 480-7781
Email: ashley.gallagher@co.dakota.mn.us

7. Assignment, Amendments, Waiver and Contract Complete

- 7.1 Assignment. No Party shall assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other Party approved by the same individuals who executed and approved this Agreement, or their successors in office.
- 7.2 Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 Waiver. If the any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or that Party's right to enforce it.
- 7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the City and E-IGHWMO. No other understanding regarding this Agreement, whether in written or oral form may be used to bind any Party.

8. Liability

Each Party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other Party's actions and consequences of those actions. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable Laws govern the Parties' liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provision of the Tort Claims Acts, Minn. Stat. §3. 736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits government liability. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

9. Audits

The Parties shall retain receipts for and maintain detailed records of all expenses related to this Agreement. When requested by the Board of Soil and Water Resources, the State

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Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

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

11. Governing Law, Jurisdiction, and Venue

Minnesota Law, without regard to its choice of law provisions governs this Agreement. Venue for all legal proceedings involving this Agreement, or its breach, must be in the Dakota County district court.

12. Termination

12.1 **Termination for Insufficient Funding by City.** The City may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the E-IGHWMO. The City is not obligated to pay for any costs of the projects that are incurred after the notice and effective date of termination. The City will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.

12.2 **Termination for Insufficient Funding by E-IGHWMO.** The E-IGHWMO may immediately terminate this Agreement if it does not obtain CWF funding from the Board of Water and Soil Resources or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the City. The E-IGHWMO is not obligated to pay for any costs of the Projects except CWF grant monies.

13. Merger

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.

14. 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.

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IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the date(s)
indicated below

(Signature pages to follow.)

This page contains no comments

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BETWEEN CITY OF EAGAN
AND THE EAGAN-INVER GROVE HEIGHTS
WATERSHED MANAGEMENT ORGANIZATION
FOR BOARD OF WATER AND SOIL RESOURCES
WATERSHED BASED FUNDING GRANT PROJECTS

(Signature page of the City)

CITY OF EAGAN

By Mike Maguire
Mike Maguire
Its: Mayor

Date 3-5-19

By Christina M. Scipioni
Christina M. Scipioni
Its: Clerk

Date 3-5-19

APPROVED AS TO FORM:

Patricia A.
City Attorney's Office
Dated: 3-7-19

APPROVED AS TO CONTENT:

Russ Matthews
Public Works Department
Dated: 3-5-19

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(Signature page of E-IGHWMO)

EAGAN-INVER GROVE HEIGHTS
WATERSHED MANAGEMENT ORGANIZATION

By Joe Rygren

Title EIGHWMO Chair

Date 3-12-19

2022 Dakota County SWCD Work Plan and Budget
Prepared for
Egan – Inver Grove Heights Watershed Management Organization

TASK – ADMINISTRATION	COST ESTIMATE
Board Meeting Preparation based on 6 meetings <ul style="list-style-type: none"> Coordinate and assemble Board packet materials including agenda, minutes, financials and support information. Maintain and update database of Board member addresses, agency staff and partners. Distribute Board packets to members, alternates, plus partners. 	100 hours @ \$85/hour = \$8,500
Annual Report Requirements, Plans, Financial Reports <ul style="list-style-type: none"> Annual Report-Due to BWSR each March, includes financial report plus current year's plan. Coordination of financial audit or financial reports 	30 hours @ \$85/hour = \$2,550
Annual Budget Development <ul style="list-style-type: none"> Prepare annual budget and member dues for Board consideration and adoption. 	15 hours @ \$85/hour = \$1,275
General Correspondence, Work Plans, Coordination, Grant Writing, and WMO Programs <ul style="list-style-type: none"> Draft letters, work plans, grants or documents on various issues as requested. Coordinate with member cities, state agencies and regional organizations. 	30 hours @ \$85/hour = \$2,550
Printing and Postage	\$200
Subtotal	\$15,075

TASK – EDUCATION AND OUTREACH	COST ESTIMATE
Landscaping for Clean Water Program <ul style="list-style-type: none"> Provide access to the Landscaping for Clean Water: <ul style="list-style-type: none"> Introduction Class Materials Design Course Materials Maintenance Workshop (Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance. Note: classes may be virtual in 2022)	Introduction Class = \$1,700 Design Course = \$3,400 Maintenance Workshop = \$1,700
Website Updates and Maintenance <ul style="list-style-type: none"> Maintain E-IGH WMO website and post meeting minutes, agendas, and other information as provided or required. Website hosting fee 	16 hours @\$85/hour = \$1,360 \$1,000
Subtotal	\$9,160

TASK – TECHNICAL ASSISTANCE/PROJECT IMPLEMENTATION**COST ESTIMATE**

Cost Share Program - Landscaping for Clean Water Installs <ul style="list-style-type: none">• Staff time for technical assistance.• Provide cost share to landowners for up to 12 projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies.	Technical Assistance = \$6,000 Landowner Incentives: \$250/project x 12 projects = \$3,000
Subtotal	\$9,000

Total Not To Exceed = \$33,235

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 E-IGHWMO and SWCD.



CAMPBELL KNUTSON

PROFESSIONAL ♦ ASSOCIATION

Direct Dial: (651) 234-6219

E-Mail Address: jjamnik@ck-law.com

September 2, 2021

Via Email to:

Ashley.gallagher@co.dakota.mn.us

Eagan-Inver Grove Heights
Watershed Management Organization
c/o Ashley Gallagher
4100 220th Street West, Suite 102
Farmington, MN 55024

**RE: EAGAN-INVER GROVE HEIGHTS WATERSHED MANAGEMENT ORGANIZATION
RESPONSE TO REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

Dear Ms. Gallagher:

In response to the solicitation of proposals from qualified firms to provide legal services to the Eagan-Inver Grove Heights Watershed Management Organization from October 25, 2021 through October 25, 2023, Campbell Knutson, P.A., respectfully requests consideration by the Board of Managers. The following information is being provided to assist in your review:

1. **NAME AND LOCATION OF FIRM.** Our firm name is Campbell Knutson, *Professional Association*, with a mailing address of Grand Oak Office Center I, 860 Blue Gentian Road, Suite 290, Eagan, Minnesota 55121. The firm is located near the intersection of I-494 and Dodd Road in Eagan.

2. **NUMBER OF YEARS IN OPERATION AT EAGAN LOCATION.** The firm has been located in the Eagan area since it was founded in 1986, and moved to its current location at the Grand Oak Office Center in July 2015.

3. **EXPERIENCE WITH WATERSHED DISTRICTS.** Campbell Knutson focuses on providing municipal clients with competent, prompt, and cost conscious service. Currently, Campbell Knutson represents five other watersheds in the seven-county area. The firm has been active in every aspect of watershed law including representing the League of Minnesota Cities during the original passage of the metropolitan water management planning and wetland conservation acts, drafting joint powers agreements, reviewing 509 Plans, advising clients on law and rule changes, reviewing grant applications and capital project procedures, undertaking acquisitions for improvement projects and defending against claims, and WCA administration. Our practice of municipal law dovetails with our watershed practice. There is virtually no area of watershed law that we have not been involved with.

Elliott B. Knetsch
Joel J. Jamnik
Andrea McDowell Poehler
Soren M. Mattick
David S. Kendall
Henry A. Schaeffer, III
Alina Schwartz
Shana N. Conklin
James J. Mongé, III
Jerome M. Porter
Leah C.M. Koch
Meagan K. Kelley
Benjamin J. Colburn
Jared D. Shepherd

Thomas J. Campbell*
Roger N. Knutson*
*Retired

Grand Oak Office Center I
860 Blue Gentian Road
Suite 290
Eagan, Minnesota 55121
Main: 651-452-5000
Fax: 651-234-6237
www.ck-law.com

4. **PROFESSIONAL STAFF AVAILABLE TO THE WMO.** The firm employs 14 fulltime attorneys and 11 legal assistants. Our firm exclusively represents public sector clients. Campbell Knutson currently represents the E-IGHWMO and should Campbell Knutson be selected to continue its representation, we propose that Joel Jamnik continue as the lead attorney for the E-IGHWMO and will attend Board meetings as needed. James Mongé would be the primary back-up should Joel be unavailable at a particular time. The firm's other civil law attorneys, Andrea Poehler, Dave Kendall, Soren Mattick, Shana Conklin and Leah Koch, would also be available to provide legal services to the E-IGHWMO.

5. **ATTORNEY QUALIFICATIONS/EXPERIENCE.** Joel Jamnik is an honors graduate of William Mitchell College of Law. He is also an honors graduate of St. Cloud State University, majoring in Criminal Justice and Political Science. Joel was Legislative Counsel and Senior Intergovernmental Relations representative for the League of Minnesota Cities from 1983-1987, with primary responsibility for land use, environment, criminal law, transportation, personnel, public safety, and general government issues. He was the League's primary lobbyist for all DNR and BWSR matters, and worked extensively on shoreland and wetland legislation and rules. Joel is a shareholder of the firm and provides general municipal services for all of the firm's clients. Currently, Joel is the City Attorney for Arden Hills, Braham, Burnsville, Farmington, Monticello, Mora, and Woodland. Besides the E-IGHWMO, Joel also serves as the lead attorney representing the Elm Creek Water Management Organization, the Black Dog Water Management Organization, the Pioneer-Sarah Creek Watershed Management Commission, and the Lower Mississippi River Water Management Organization, and assists James Mongé in providing legal services to the North Cannon River Watershed.

James Mongé has many years of experience representing municipal clients. He is currently the primary attorney for the cities of Shafer and Stacy and provides general municipal services for all of the firm's clients. Prior to joining the firm in 2015, James worked at the League of Minnesota Cities for 14 years. At the League, James served as Senior Land Use Litigator, Property/Casualty Litigator, and Research Attorney. James has been a land use instructor for Government Training Services. He has also lectured to the League of Minnesota Cities and Continuing Legal Education classes for attorneys on various municipal law topics.

Individual resumés for Joel Jamnik, Andrea Poehler, Dave Kendall, Soren Mattick, James Mongé, Shana Conklin and Leah Koch are enclosed for your information as well.

6. **OTHER WMOs REPRESENTED BY THE FIRM AND CONTACT INFORMATION FOR EACH.**

Black Dog

Daryl Jacobson, Administrator
(952) 895-4574

Lower Mississippi River

Joe Barten, Administrator
(651) 480-7784

Elm Creek

Judie Anderson, Administrator
(763) 553-1144

Pioneer Sarah Creek

Judie Anderson, Administrator
(763) 553-1144

North Cannon River

Ashley Gallagher, Administrator
(651) 480-7777

7. **FEE SCHEDULE/HOURLY BILLING RATES.** Campbell Knutson proposes to provide general legal services to the E-IGHWMO at the following rates for the period October 25, 2021 to October 25, 2023:

Attorneys	\$ 165.00
Law Clerks/Assistants	\$ 95.00

Services rendered are billed according to the actual time incurred, with a minimum increment of one-tenth of an hour. We would also bill for the firm's out-of-pocket costs according to the following schedule:

- Photocopies: \$.20/page
- Westlaw research: actual cost
- Postage over \$.50: actual cost

The E-IGHWMO would not be charged for any other items, including postage under \$.50. For any of our work that the Commission passes through to developers we would bill in accordance with our firm's schedule of pass-through rates (generally \$200.00 to \$400.00 per hour depending on attorney, for example, my current pass-through rate is \$300/hour).

8. **CONFLICTS OF INTEREST.** Campbell Knutson does not currently have any clients in conflict with E-IGHWMO. As our firm focuses on municipal law, we do not represent any real estate developers and do not take positions contrary to municipal interests either locally or in a broader context through court cases, bargaining, or lobbying. We serve as the criminal prosecution attorneys for the City of Eagan. We do not serve as city attorney for Inver Grove Heights.

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September 2, 2021

Eagan-Inver Grove Heights Watershed Management Organization

We have enjoyed working with the Eagan-Inver Grove heights Watershed Management Organization in the past and are very interested in continuing our relationship of providing quality legal services to the E-IGHWMO in the future. If you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

CAMPBELL KNUTSON

Professional Association



Joel J. Jannik

JJJ/jmo

Enclosures



JOEL J. JAMNIK

Shareholder

jjamnik@ck-law.com
(651) 234-6219



PRACTICE AREAS

Joel has an extensive background in municipal law, including lobbying, land use planning and development, zoning, watershed management, contracts, personnel, data practices, and ordinance preparation.

PROFESSIONAL EXPERIENCE

From 1980 to 1997, Joel served as Research Assistant, Legislative Counsel and finally Senior Intergovernmental Relations Representative for the League of Minnesota Cities. Joel was primarily responsible for city-state relations in the areas of land use, environmental law, criminal law, transportation, personnel, public safety and general governmental policy. He was chief author of the Handbook for Minnesota Cities 1983-1995, and frequent presenter for the LMC and Government Training Services.

PROFESSIONAL MEMBERSHIPS

- Minnesota State Bar Association
 - o Public Law Section
- Dakota County Bar Association
- Minnesota Association of City Attorneys
 - o Past President and Board Member
- International Municipal Lawyers Association

EDUCATION

William Mitchell College
of Law
J.D., magna cum laude

St. Cloud State
University, B.A. with
honors (dual major in
CJS and Political
Science)

BAR ADMISSIONS
Minnesota

U.S. District Court,
District of Minnesota



JAMES J. MONGÉ III

Attorney

jmonge@ck-law.com
(651) 234-6201



PROFESSIONAL EXPERIENCE

James joined the firm in 2015. From 2000-2015 James served as a Senior Land Use Litigator, Property/Casualty Litigator, and Research Attorney for the League of Minnesota Cities. From 1998-2000, James served as judicial law clerk for the Honorable Paul T. Benshoof in the Ninth Judicial District.

James has an extensive background in municipal law, including land use, open meeting law, data practices, and ordinance drafting. He also has significant litigation experience.

NOTABLE CASES

Sawh v. Lino Lakes, 823 N.W.2d 627 (Minn. 2012) (city's determination that dog was a dangerous animal did not violate owner's constitutional right to procedural due process and was supported by a substantial basis in the record).

Ortell v. City of Nowthen, 814 N.W.2d 40 (Minn. App. 2012) (city's denial of application for a variance upheld).

Wessman v. City of Mankato, 2011 Minn. App. Unpub. LEXIS 597 (trial court's dismissal of plaintiff's substantive due process and temporary regulatory taking claims affirmed).

Hess v. Fergus Falls, 2007 Minn. App. Unpub. LEXIS 1061 (city decision to vacate right of way upheld).

EDUCATION

Marquette University
Law School J.D., 1998

Boston College
B.A., 1995

PROFESSIONAL MEMBERSHIPS

- Minnesota State Bar Association
- Wisconsin State Bar Association
- Ramsey County Bar Association
- Warren E. Burger Inn of Court

RECOGNITION

Super Lawyers
Rising Star, 2007 & 2008

BAR ADMISSIONS

Minnesota

Wisconsin

U.S. District Court,
District of Minnesota



**ANDREA McDOWELL
POEHLER**

Shareholder

apoehler@ck-law.com
(651) 234-6224



PRACTICE AREAS

Andrea attends Lakeville Planning Commission meetings and acts as an assistant city attorney for all of the firm's clients. Andrea specializes in the following areas of law:

- Real Estate
- Land Use
- Employment Law
- Housing and redevelopment authority law
- Economic development authority law

PROFESSIONAL EXPERIENCE

Before joining the firm, Andrea clerked for the Honorable Jack Davies of the Minnesota Court of Appeals. Andrea has been a member of the firm since 1993 and a shareholder since 2000.

PRESENTATIONS & PUBLICATIONS

- Minnesota Continuing Legal Education Presenter, 2015
 - o Land Use Law
- *Land Use, The Complete Real Estate Lawyer's Quick Answer Book*, 2015

EDUCATION

William Mitchell College
of Law
J.D., cum laude

St. Olaf College, B.A.
(dual major in English
and Mathematics)

**PROFESSIONAL
MEMBERSHIPS**

- Minnesota
Association of City
Attorneys
- Minnesota State Bar
Association, Public
Law Section & Real
Estate Section
- Sensible Land Use
Coalition
- American Planning
Association
- Dakota County Bar
Association
- 2016 Young Lawyer
Mentorship Program

BAR ADMISSIONS

Minnesota



DAVID S. KENDALL

Shareholder

dkendall@ck-law.com
(651) 234-6207



PRACTICE AREAS

David practices real estate litigation with an emphasis on eminent domain cases involving government takings of property for road expansion, improvement projects, access takings, and many other purposes. David has tried hundreds of cases before condemnation commissioners, judges, and juries.

David also practices general municipal and governmental law, working in the areas of zoning and land use, commercial real estate development, data practices, special assessment appeals, and permitting.

PROFESSIONAL EXPERIENCE

David recently joined the firm as a litigation specialist. Prior to joining the firm, David served as judicial law clerk for the Honorable Robert Varco in the Tenth Judicial District from 2000 to 2001; as Assistant Pine County Attorney, Pine City, Minnesota from 2001 to 2004; and as Partner with LeVander, Gillen, and Miller from 2004 to 2017.

PROFESSIONAL MEMBERSHIPS

- Minnesota State Bar Association
- Dakota County Bar Association
- First Judicial District Bar Association
- Minnesota County Attorney Association

ORGANIZATION

Rotary Club, 2009 - Present
Club President, 2014 - 2015

EDUCATION

University of Minnesota
Law School
Juris Doctorate (J.D.)
Cum Laude

Denison University,
Granville, Ohio
Bachelor of Arts (B.A.)

BAR ADMISSIONS
Minnesota

U.S. District Court,
District of Minnesota



SOREN M. MATTICK

Shareholder

smattick@ck-law.com
(651) 234-6217



PRACTICE AREAS

Soren provides general municipal services for all of the firm's clients. In addition, Soren handles all aspects of civil litigation on behalf of the firm's clients as well as code enforcement. He has been a land use instructor for Government Training Services.

PROFESSIONAL EXPERIENCE

Soren joined the firm in 2001 after spending five years with the Rice County Attorney's office and is a shareholder of the firm. Soren was an Assistant Rice County Attorney from 1997 to 2000, with primary responsibility for land use, waste management, and forfeiture issues.

PROFESSIONAL MEMBERSHIPS

- Minnesota State Bar Association
- Rice and Dakota County Bar Associations

EDUCATION

Hamline University Law
School
J.D.

Luther College, B.A.

BAR ADMISSIONS

Minnesota



SHANA N. CONKLIN

Attorney

sconklin@ck-law.com
(651) 234-6203



PROFESSIONAL EXPERIENCE

Prior to joining Campbell Knutson as an attorney, Shana served as a judicial law clerk for the Honorable Richard A. Zimmerman in the Ninth District of Minnesota. During law school, she clerked at the Saint Paul City Attorney's Office. In that role, she conducted administrative grievance hearings on behalf of the Public Housing Agency. In addition, she completed a summer clerkship with the U.S. Attorney's Office for the District of Minnesota.

PRACTICE AREAS

Shana joined the firm in 2013 and practices in the area of Municipal Law. She assists in representation on civil and criminal issues, and she provides legal advice to cities on a variety of issues. She assists with code enforcement cases, civil litigation, and policy review.

PROFESSIONAL MEMBERSHIPS

Criminal and Juvenile Justice Information Advisory Group
Coordinated Community Response (CCR) Member
Planning Committee
Minnesota State Bar Association
Public Law Section and Criminal Section
Dakota County Bar Association
Suburban Hennepin County Prosecutors' Association

PRESENTATIONS

Presenter at a Continuing Legal Education (CLE) Seminar: Padilla 201: Practical Challenges since *Padilla v Kentucky*, 2018

PUBLICATIONS

Juveniles Locked in Limbo: Why Pretrial Detention Implicates a Fundamental Right, Note, 96 MINN. L. REV. 2150 (2012).

EDUCATION

University of Minnesota
Law School
J.D., *magna cum laude*

University of Minnesota,
Twin Cities
B.A., *magna cum laude*

BAR ADMISSIONS
Minnesota

U.S. District Court,
District of Minnesota

RECOGNITION
ΦBK, Dean's List, Phi
Kappa Phi, Mortar Board
Honor Society



LEAH C.M. KOCH

Attorney

lkoch@ck-law.com
(651) 234-6226



PRACTICE AREAS

Leah practices general municipal and governmental law. Leah assists in providing all of the firm's municipal clients with civil legal services. Her work includes a wide range of projects, such as drafting ordinances and contracts, attending council meetings, and advising municipal staff on real-time legal questions.

PROFESSIONAL EXPERIENCE

Leah provides service to all the firm's municipal clients by drafting and reviewing documents and conducting legal research. Leah graduated from the University of St. Thomas in 2015 with a Bachelor of Arts in Political Science. In 2018, she graduated from University of St. Thomas School of Law.

Leah has a background in non-profit legislative advocacy including preparing legislative committee testimony, coordinating advocate outreach, and producing legislative reports. Prior to joining Campbell Knutson, Leah served as a judicial law clerk for the Honorable Thomas Pugh and the Honorable Timothy McManus in the First District of Minnesota. Leah contributed to the Minnesota Judicial Handbook under the supervision of the Honorable Jamie Cork.

PROFESSIONAL ASSOCIATIONS

- Minnesota State Bar Association
 - o Public Law Section
- Dakota County Bar Association
- Sensible Land Use Coalition

EDUCATION

University of St. Thomas
Law School, J.D.

University of St. Thomas,
Master of Arts (M.A.)

University of St. Thomas,
Bachelor of Arts (B.A.)
Cum Laude

BAR ADMISSIONS

Minnesota

COMMUNITY

NorthStar Neighbors
Volunteer



Eagan - Inver Grove Heights

Watershed Management Organization

Board of Managers **2022 Meeting Schedule**

*Meeting dates and locations subject to change
All change notices will be posted*

Locations:

Eagan Maintenance Facility
3501 Coachman Point
Eagan, MN 55122

Inver Grove Heights City Hall
8150 Barbara Ave
Inver Grove Heights, MN 55077

Time: 5:30 p.m. to 7:00 p.m.

Dates: *Typically the third Tuesday of every other month*

Date	Location
February 15 th , 2022	Eagan
April 19 th , 2022	Inver Grove Heights
June 21 st , 2022	Eagan
August 16 th , 2022	Eagan
October 18 th , 2022	Inver Grove Heights
December 6 th , 2022	Eagan