



Board of Managers Meeting Agenda

Wednesday - April 13th, 2022 - 3:00 p.m.

**Mendota Heights City Hall
1101 Victoria Curve, Mendota Heights, MN 55118**

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. Approve March 9th, 2022 Meeting Minutes - Chair* Action
3. Approve April 13th, 2022 Financial Summary & Invoices - Treasurer* Action
4. Presentation on Updating the LMRWMO Joint Powers Agreement - Legal Counsel** Information
5. Review and Approve Submittal of Draft LMRWMO Annual Report and Attachments - SWCD* Action
6. Review Comments to City of Mendota Local Water Plan and Authorized Barr Engineering to Prepare and Send Plan Review Comment Letter - Barr* Action
7. Review & Approve Chloride Training Translator Scope & Agreement - SWCD* Action
8. Review Interstate Valley Creek Study Request for Proposals and Authorize Administrator to Seek Proposals from Consultants - SWCD* Action
9. Request for Presentation to Rogers Lake Residents with Mendota Heights Staff - SWCD Action
10. Watershed Management Plan Update
 - 10.1 Plan Update Status - Barr* Information
 - 10.2 Recap of Activities Since Last Board Meeting (TAC, CAC meetings) Information
 - 10.3 Review Draft Implementation Program - Barr* Discussion
 - 10.4 Plan Visioning Exercise - Barr* Discussion
11. Other Updates
 - 11.1 MPCA Agreement for Chloride Training - SWCD* Information
 - 11.2 Member City Updates Information
12. Agenda Items for Next Meeting: May 11th, 2022 – Mendota Heights City Hall - 1101 Victoria Curve, Mendota Heights, MN 55118
13. Adjourn

* Materials included in full packet

** Materials available separately on website:

<https://lmrwmo.org/about-us/meeting-information/>



Board of Managers Meeting Minutes

Wednesday - March 9th, 2022 - 3:00 p.m.

Held Remotely Online

Managers and Alternates in Attendance:

Sharon Lencowski, Chair - Inver Grove Heights
Michael Randle, South Saint Paul
Dan Anderson, South St. Paul
Jill Smith, Mendota Heights
Shannon Nelson, Sunfish Lake

Mary Jeanne Schneeman, Mendota Heights
Tom Sutton, Lilydale
Julie Eastman, West St. Paul
Dan Halvorsen, Sunfish Lake

Advisors and Others in Attendance:

Tom Kaldunski, Inver Grove Heights
Sue Polka, South St. Paul
Cody Joos, West St. Paul
Connie Lacombe, West St. Paul
Greg Williams, Barr Engineering
Joe Barten, Dakota County SWCD

Krista Spreiter, Mendota Heights
Pat Murphy, Saint Paul
Melissa King, BWSR
Steve Verante, Inver Grove Heights
Connie Fortin, Bolton & Menk

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)

Motion by Eastman to approve the agenda, second by Halvorsen; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

2. Approve February 9th, 2022 Meeting Minutes

Motion by Schneeman to approve the previous meeting minutes, second by Randle; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

3. Approve March 9th, 2022 Financial Summary & Invoices

Spreiter provided a summary of the financials. Barten noted that items are highlighted which were omitted from previous financial summaries but are approved Board expenditures from previous years.

Motion by Eastman to approve the financial summary, second by Halvorsen; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

Motion by Sutton to approve the amended budget as shown, second by Randle; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

4. Review of City of Mendota Watershed Management Plan

Barten provided background on the City of Mendota and its request for Local Water Plan Review. Kaldunski noted Mendota may not be part of the WMO due to their history of opting out of the now obsolete Gun Club WMO.

Motion by Halvorsen to direct Barr Engineering to review the plan for conformance with the LMRWMO Watershed Plan requirements and provide a summary to the LMRWMO Board, second by Sutton; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

5. Authorize Execution of Grant Agreement for the Seidls Lake Shoreline Restoration

Barten explained the difference in allowable reimbursable grant costs vs. the SWCD billable rate for work towards the grant, which will be around \$34/hour for time spent by the Administrator on grant coordination and reporting, as outlined in the memo included in the packet. He noted that the WMO will need to make up the difference, which would be around \$5,000 and can be budgeted for in future years when the project is being implemented.

Motion by Eastman to authorize the Board Chair and Administrator to sign the grant agreement with the MN Department of Natural Resources for the Seidls Lake Shoreline Restoration project, second by Schneeman; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

Motion by Eastman to authorize the Board Chair to sign an agreement with the Cities of South St. Paul and Inver Grove Heights outlining the Cities commitment of \$75,000 in matching grant funds for the Seidls Lake Shoreline Restoration project, second by Sutton; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

6. Approval of Scope of Work and Execution of Agreement with Bolton & Menk

Motion by Halvorsen to authorize the Board Chair to sign an agreement with Bolton & Menk as outlined in the scope of work, second by Schneeman; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

7. Approval of Scope of Work and Execution of Agreement with Young Environmental Consulting

Motion by Halvorsen to authorize the Board Chair to sign an agreement with Young Environmental Consulting as outlined in the scope of work, second by Eastman; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

Kaldunski suggested considering a coloring contest or print material creation for teachers to utilize for youth water resources engagement.

8. Volunteer Water Monitoring Plan for 2022 and Authorize Execution of Agreement with Met Council

Barten summarized the information in the packet and outlined the proposed plan for water monitoring within the LMRWMO and the results of monitoring from 2021.

Motion by Eastman to authorize the Administrator to sign an agreement with the Metropolitan Council for water monitoring through the Citizen Assisted Monitoring Program for the waterbodies and frequency as shown in the packet, second by Schneeman; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

9. Authorize Execution of Illicit Discharge Video Agreement with Bolton & Menk

Motion by Schneeman to authorize the Board Chair to sign an agreement with Bolton & Menk for participation in the Illicit Discharge Video project as described in the scope of work, second by Randle; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton, Halvorsen; motion passed.

Kaldunski asked if diatom blooms could be addressed in the video and Barten replied that he will share that request with the consultant.

10. Review Proposed Revisions to Water Quality Performance Standards

Williams and Barten summarized the information in the packet. At the direction of the Board in January, Barr staff and the Administrator coordinated with Member City staff to obtain feedback on potential changes to water quality performance standards prior to drafting revisions. The revised standards were also discussed by the Technical Advisory Committee at their last meeting.

Murphy noted that the intent is to be consistent with MS4 requirements and therefore requested referencing the MS4 permit requirements applicable to each specific City vs. specific volume requirements because the Saint Paul MS4 permit requirements are different than other Cities. Williams noted that they will add language to note that Cities may follow MS4 requirements if they conflict with LMRWMO requirements. Kaldunski asked that the document is clear that Cities may have stormwater quality or quantity requirements more stringent than those shown.

Motion by Randle to approve the revisions to the LMRWMO water quality performance standards and incorporate them into the plan update as proposed, and designate Lake Augusta and Thompson Lake as Regulatory Waterbodies, second by Schneeman; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton; motion passed.

11. Determine Board Meeting Schedule for Remainder of 2022

The Board last decided in January 2022 to meet remotely through March and then re-evaluate. Barten asked the Boards preference in meeting in person vs. remotely for the April meeting and the remainder of 2022. Schneeman offered for Mendota Heights to host the April and May Board meetings.

Motion by Randle to meet in person for the remainder of 2022 with socially distanced tables and seating, second by Schneeman; Roll call approval by Lencowski, Schneeman, Eastman, Randle, Sutton; motion passed.

12. Watershed Management Plan Update

- 12.1 Plan Update Status & Recap of Activities Since Last Board Meeting - Barr*
- 12.3 Board “Working Items” to Discuss
- 12.4 Next Steps

13. Other Updates

13.1 Interstate Valley Creek Study Scope of Work

Barten noted that he is preparing a request for proposals for the Interstate Valley Creek study and will be requesting approval of that RFP at the April Board meeting and then immediately requesting proposals from consultants.

13.2 Ideas for 2021 Newsletter Articles

Barten requested newsletter article ideas be sent to him in the next two weeks.

13.3 Repairing Links to LMRWMO Website on City Websites

Barten requested Cities look at their websites for incorrect links to the old LMRWMO website.

13.4 Member City Updates

Member City staff provided updates on current or upcoming projects.

14. Agenda Items for Next Meeting: April 13th, 2022

15. Meeting adjourned at 6:00 pm



FINANCIAL SUMMARY
March 10, 2022, to April 13, 2022

<u>Beginning Balance - Key Community Bank</u>					\$166,647.65
Interest	2/28/2022	February 2022 Interest		+	\$6.94
	3/31/2022	March 2022 Interest		+	\$8.02
				+	
Deposits	3/17/2022	Dues: MH - \$21,071.22 & SSP dues - \$14,870.21		+	\$35,941.43
	3/28/2022	Dues: WSP- \$14,466.59, St. Paul - \$9,888.72, & Lilydale - \$1,819.53		+	\$26,174.84

To be approved at this meeting:

Key Community Bank:

Bank Fee	2/28/2022	February 2022 Paper Statement Fee		-	\$2.00
Bank Fee	3/15/2022	Ordered Checks for Key Community Bank Checking Acct.		-	\$57.83
Bank Fee	3/31/2022	March 2022 Paper Statement Fee		-	\$2.00
3746	4/13/2022	Campbell Knutson		-	\$204.00
3747	4/13/2022	Barr Engineering		-	\$4,359.00
				-	

<u>Available Balance at Key Community Bank</u>	<u>\$224,154.05</u>
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Gateway Bank Accounts:

<u>Savings</u>		<i>Balance</i>			\$71,451.46
Deposits	3/31/2022	March 2022 Interest		+	\$24.28
<i>Savings Ending Balance</i>					<u>\$71,475.74</u>
<u>Checking</u>		<i>Balance</i>			\$1,000.00
<i>Checking Ending Balance</i>					<u>\$1,000.00</u>

<u>Available Balance at Gateway Bank</u>	<u>\$72,475.74</u>
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<u>Available Balance - Key Community & Gateway Banks</u>	<u>\$296,629.79</u>
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CITY OF SOUTH ST. PAUL, MN 55075

Payee: 1849 LOWER MISSISSIPPI RIVER WMO

Check No. - 143302
Check Date - 3/14/2022

143302
Stub 1 of 1

Supplier Invoice No Date Remark
2022-05 2/22/2022 2022 LMRWMO DUES

Reference Amount
14,870.21

CITY OF MENDOTA HEIGHTS
MENDOTA HEIGHTS, MN 55118

VENDOR

3/1/2022 LOWER MISSISSIPPI RIVER WMO

100705

INVOICE	AMOUNT	PO	COMMENTS	DISCOUNT	INVOICE TOTAL
2022-03	\$21,071.22		2022 LMR WMO MEMBERSHIP	\$0.00	\$21,071.22

LOWER MISSISSIPPI RIVER WMO
125 - 3RD AVENUE NORTH
SOUTH SAINT PAUL, MN 55075

DEPOSIT TICKET 751688/360

KEY COMMUNITY BANK

5664 Bishop Ave.
Inner Grove Heights, MN 55076
Phone (651) 457-7KEY Visit us at
www.keycommunitybank.com

DATE 3-17-2022
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST
DOLLARS CENTS

CURRENCY
☐ DOLLARS
☐ COIN

CHECK ID.

100705

143302

21071.22

14870.21

\$

35941.43

PLEASE ENTER TOTAL HERE
Checks and other items are received for deposit
subject to the provisions of the Uniform Commercial
Code or any applicable collection agreement

City of West St. Paul

CHECK NO.

136483

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
02/22/2022	2022-7	2022 DUES	14,466.59

City of Saint Paul
Office of Financial Services
15 W. Kellogg Blvd. #700
Saint Paul, MN 55102

Date:	Check #:
03/22/2022	531606
Vendor #:	Check Amount:
2233	9,888.72

Lower Mississippi River WMO, 1101 Victoria Curve, Mendota Heights MN 55118, US

Invoice #:	Date:	Description:	Gross Amount:	Payment:
			\$9,888.72	

CITY OF LILYDALE

15055

Lower Mississippi River WMO
Dues 2022 Inv# 2022-02
602-49490-433

3/15/2022

\$1,819.53

\$1,819.53

4871792

\$

FROM
OTHER
SIDE

\$

PLEASE ENTER TOTAL HERE

Checks and other items are received for deposit
subject to the provisions of the Uniform Commercial
Code or any applicable collection agreement.

CHECK ID. 136483
COIN 531606
CURRENCY 15055
14466.59
9888.72
1819.53

DATE 3-28-2022
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.
LIST CHECKS SINGLY OR ATTACH LIST
DOLLARS CENTS

KEY COMMUNITY BANK
5684 Bishop Ave.
Lower Grove Heights, MN 55076
Phone (651) 457-7KEY
Visit us at
www.keycommunitybank.com

LOWER MISSISSIPPI RIVER WMO
125 - 3RD AVENUE NORTH
SOUTH SAINT PAUL, MN 55075

DEPOSIT TICKET 7/31/2022/30U

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
February 28, 2022
Account # 601-0000G
76

RE: GENERAL SERVICES
RENDERED TO DATE:

			HOURS	
02/10/2022	JJJ	Emails Joe re: revisions to JPA.	0.20	34.00
02/11/2022	JJJ	Follow-up questions from Joe re: JPA/cooperative agreements.	0.30	51.00
02/18/2022	JJJ	Emails Joe re: Mendota plan, review and authority questions, respond.	0.70	119.00
		AMOUNT DUE	1.20	204.00
		TOTAL CURRENT WORK		204.00
		PREVIOUS BALANCE		\$153.00
10/21/2021		Payment - thank you		-153.00
		TOTAL AMOUNT DUE		<u>\$204.00</u>

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

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

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

Mr. Joe Barten
Lower Mississippi River Water Mgmt. Org.
c/o Dakota County SWCD
Suite 102
4100 220th Street West
Farmington, MN 55024

March 28, 2022
Invoice No: 23191436.00 - 16

Total this Invoice	\$3,706.00
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Regarding: Fourth generation update to the Lower Mississippi River WMO Watershed Management Plan

This invoice is for professional services, which include the following:

- Preparing and distributing materials for the February 7 Citizen Advisory Committee (CAC) meeting
- Facilitating February 7, 2022 CAC meeting
- Preparing and distributing materials for the February 16 Technical Advisory Committee (TAC) meeting
- Facilitating February 16, 2022 TAC meeting
- Writing Plan text related to issue identification and prioritization
- Revising proposed performance standards threshold in cooperation with LMRWMO Administrator
- General communicating with LMRWMO Administrator and project management

Job	Task	Contract Budget	Previously Billed	Invoice Amount	Total Billed	Balance
ENG - Stakeholder Engagement	1A0	\$ 1,210.00	\$ 2,162.00		\$ 2,162.00	\$ (952.00)
	1B0	\$ 2,930.00	\$ 2,380.00	\$ 899.00	\$ 3,279.00	\$ (349.00)
	1C0	\$ 1,550.00	\$ 898.50		\$ 898.50	\$ 651.50
	1D0	\$ -	\$ -		\$ -	\$ -
	1E0	\$ 3,580.00	\$ -		\$ -	\$ 3,580.00
	1F0	\$ 3,520.00	\$ 818.00		\$ 818.00	\$ 2,702.00
	1G0	\$ 4,880.00	\$ 4,784.00		\$ 4,784.00	\$ 96.00
	1H0	\$ 3,170.00	\$ 2,915.00	\$ 604.50	\$ 3,519.50	\$ (349.50)
PLAN - Prepare Draft Plan	2A0	\$ 6,890.00	\$ 4,820.00		\$ 4,820.00	\$ 2,070.00
	2B0	\$ 6,730.00	\$ 307.50		\$ 307.50	\$ 6,422.50
	2C0	\$ 6,840.00	\$ 4,980.00	\$ 2,202.50	\$ 7,182.50	\$ (342.50)
	2D0	\$ 7,540.00	\$ -		\$ -	\$ 7,540.00
	2E0	\$ 7,710.00	\$ -		\$ -	\$ 7,710.00
REV - Review and Adoption	3A0	\$ 4,240.00	\$ -		\$ -	\$ 4,240.00
	3B0	\$ 3,600.00	\$ -		\$ -	\$ 3,600.00
	3C0	\$ -	\$ -		\$ -	\$ -
	3D0	\$ 5,000.00	\$ -		\$ -	\$ 5,000.00
	3E0	\$ 2,260.00	\$ -		\$ -	\$ 2,260.00
Total		\$ 71,650.00	\$ 24,065.00	\$ 3,706.00	\$ 27,771.00	\$ 43,879.00

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

Professional Services from January 29, 2022 to February 25, 2022

Job	ENG	Stakeholder Engagement
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Task	1B0	recruit and meet with CAC, TAC
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Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	5.80	155.00	899.00
	5.80		899.00
Subtotal Labor			899.00
		Task Subtotal	\$899.00

Task	1H0	prioritize issues with board
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Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	3.90	155.00	604.50
	3.90		604.50
Subtotal Labor			604.50
		Task Subtotal	\$604.50
		Job Subtotal	\$1,503.50

Job	PLAN	Prepare Draft Plan
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Task	2C0	review policies and performance stds
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Labor Charges

	Hours	Rate	Amount
Vice President			
Kieffer, Janna	.70	185.00	129.50
Engineer / Scientist / Specialist III			
Williams, Sterling	12.90	155.00	1,999.50
Support Personnel II			
Nypan, Nyssa	.70	105.00	73.50
	14.30		2,202.50
Subtotal Labor			2,202.50
		Task Subtotal	\$2,202.50
		Job Subtotal	\$2,202.50
		Total this Invoice	\$3,706.00

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact Greg Williams, your Barr project manager at 952.832.2945 or email at gwilliams@barr.com.

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

Authorized By: 
Janna Kieffer



INVOICE

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

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

Ms. Nancy Bauer
Lower Mississippi River Water Mgmt. Org.
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118

March 28, 2022
Invoice No: 23190078.00 - 244

Total this Invoice	\$653.00
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Regarding: Watershed Management Organization

The following invoice is for professional services related to the above project, which include:

- Material preparation for the February 9, 2022 Board of Managers meeting
- Attending February 9, 2022 Board of Managers meeting
- Communicating with LMRWMO Administrator and project management

Professional Services from January 29, 2022 to February 25, 2022

Job	2020	2020 Engineering Services
Task	001	Board Meetings

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist III				
Williams, Sterling	3.50	155.00	542.50	
	3.50		542.50	
Subtotal Labor				542.50
				Task Subtotal
				\$542.50

Task	002	Technical Assistance
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Labor Charges

	Hours	Rate	Amount	
Vice President				
Kieffer, Janna	.20	185.00	37.00	
Support Personnel II				
Nypan, Nyssa	.70	105.00	73.50	
	.90		110.50	
Subtotal Labor				110.50

Task Subtotal **\$110.50**

Job Subtotal **\$653.00**

Total this Invoice **\$653.00**

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

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact your Barr Project Manager, Janna M. Kieffer Phone: 952-832-2785 or E-Mail: jkieffer@barr.com.

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

Authorized By: 
Janna Kieffer

LMRWMO 2022 Budget & Financial Summary													2022 Monthly Revenue		
Revenue	Budget	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022			2022 Total	Variance	Percent Received
Dues from Members	\$115,735.00				\$62,116.27								\$62,116.27	\$53,618.73	54%
Interest	\$600.00	\$33.70	\$33.56	\$30.16	\$39.24								\$136.66	\$463.34	23%
LMCIT Rebate	\$500.00	\$920.00											\$920.00	(\$420.00)	184%
Combined Grant Income	\$131,975.00												\$0.00	\$131,975.00	0%
Subtotal Operating Revenue	\$248,810.00	\$953.70	\$33.56	\$30.16	\$62,155.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$63,172.93		
Grant Income	\$131,975.00														
2022 Monthly Expenses															
Expenses	Budget	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022			2022 Total	Remaining Budget	Percent Expended
Engineering/Technical Assistance															
Technical Assistance	\$5,500.00	\$156.00	\$411.00	\$697.50	\$110.50								\$1,375.00	\$6,000.00	25%
Meetings	\$6,000.00	\$300.00	\$750.00	\$341.00	\$542.50								\$1,933.50	\$6,500.00	32%
Watershed Plan Amendment	\$40,000.00	\$1,845.00	\$1,038.00	\$1,362.50	\$3,706.00								\$7,951.50	\$32,048.50	20%
Project Planning/Implementation															
Plan Implementation	\$5,000.00												\$0.00	\$5,000.00	0%
Landscaping for Clean Water Projects	\$12,000.00		\$4,500.00										\$4,500.00	\$7,500.00	38%
Water Monitoring ⁴	\$22,000.00	\$2,660.00	\$2,115.75										\$4,775.75	\$17,224.25	22%
Ramsey County Subwatershed Analysis ²	\$4,250.00												\$0.00	\$4,250.00	0%
Grant Matching Funds	\$4,640.00												\$0.00	\$4,640.00	0%
Education															
Landscaping for Clean Water Workshops	\$6,400.00												\$0.00	\$6,400.00	0%
MN Water Stewards Program	\$10,000.00		\$120.00	\$600.00									\$720.00	\$9,280.00	7%
Storwater Signage Program	\$2,500.00												\$0.00	\$2,500.00	0%
WMO Tabling/Event Materials	\$500.00												\$0.00	\$500.00	0%
General Education Requests	\$2,000.00												\$0.00	\$2,000.00	0%
Metro Watershed Partners Membership	\$1,000.00		\$1,000.00										\$1,000.00	\$0.00	100%
Website Update / Maintenance ³	\$4,000.00		\$1,380.00										\$1,380.00	\$2,620.00	35%
Board Education	\$500.00												\$0.00	\$500.00	0%
Administration															
General Administration	\$36,000.00	\$2.00	\$5,252.00	\$2.00	\$61.83								\$5,317.83	\$30,682.17	15%
Insurance	\$2,500.00												\$0.00	\$2,500.00	0%
Attorney and Audit	\$5,000.00				\$204.00								\$204.00	\$4,796.00	4%
Subtotal Operating Expenses	\$169,790.00	\$4,963.00	\$16,566.75	\$3,003.00	\$4,624.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$29,157.58	\$144,940.92	17%
Subtotal Grant Expenses	\$198,324.00	\$5,985.63	\$4,395.83										\$10,381.46	\$277,381.84	5%
Overall Fund Balance		\$263,000.97	\$242,071.95	\$239,099.11	\$296,629.79	\$296,629.79	\$296,629.79	\$296,629.79	\$296,629.79	\$296,629.79					
Total Grant Balance		\$112,870.37	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54					
LMRWMO Operating Fund Balance		\$150,130.60	\$133,597.41	\$130,624.57	\$188,155.25	\$188,155.25	\$188,155.25	\$188,155.25	\$188,155.25	\$188,155.25					
Unencumbered Operating Fund Balance ¹		\$140,130.60	\$123,597.41	\$120,624.57	\$178,155.25	\$178,155.25	\$178,155.25	\$178,155.25	\$178,155.25	\$178,155.25					

Carryover Fund Balance from Dec. 8, 2021

\$267,010.27

Anticipated use of Fund Balance in 2022

\$39,955.00

2022 Budget Notes:

1. \$10,000 set aside in 2022 for 2033 Watershed Plan Update, will add \$5,000 annually to encumbered amount.

2. Is carryover from November 2020 approved expenditure. Budget amended on 3-9-22 due to omission from original 2022 budget.

3. Is carryover from May 2020 approved expenditure. Amended on 3-9-22 due to omission from original 2022 budget.

4. Board approved additional \$13,000 towards Lake Augusta monitoring in 2022 on 3-9-22.

General: Budget is an estimate and will vary depending on changing priorities and grant project progress.

LMRWMO 2022 Grant Budget & Financial Summary															
	Budget	Accumulated Prior to Dec 9, 2021	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022		Total	Variance	Percent Received/ Expended
BWSR - FY 2019 Watershed Based Implementation Funding															
Revenue															
BWSR FY-2019 WBIF Payment	\$144,670.00	\$72,335.00											\$72,335.00	\$72,335.00	50%
WBIF Matching Funds	\$59,640.00												\$0.00	\$59,640.00	0%
Total Revenue	\$204,310.00	\$72,335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$72,335.00	\$131,975.00	35%
Expenses															
Grant Administration	\$8,000.00	\$497.43											\$497.43	\$7,502.57	6%
Education Program Implementation	\$36,000.00	\$1,899.87		\$492.64									\$2,392.51	\$33,607.49	7%
Education Program Project Dev.	\$4,670.00	\$913.75		\$3,258.97									\$4,172.72	\$497.28	89%
Education Program Project Dev. Match (WMO)	\$4,640.00												\$0.00	\$4,640.00	0%
Interstate Valley Creek Project Dev.	\$4,000.00	\$339.96											\$339.96	\$3,660.04	8%
Interstate Valley Creek Study	\$44,000.00												\$0.00	\$44,000.00	0%
Interstate Valley Creek Study Match	\$25,000.00												\$0.00	\$25,000.00	0%
Lake Augusta Project Development	\$4,000.00	\$2,334.62		\$644.22									\$2,978.84	\$1,021.16	74%
Lake Augusta Study	\$44,000.00												\$0.00	\$44,000.00	0%
Lake Augusta Study Match	\$30,000.00												\$0.00	\$30,000.00	0%
Total Expenses	\$204,310.00	\$5,985.63	\$0.00	\$4,395.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10,381.46	\$193,928.54	5%
FY-19 WBIF Balance		\$66,349.37	\$66,349.37	\$61,953.54	\$61,953.54	\$61,953.54	\$61,953.54	\$61,953.54	\$61,953.54	\$61,953.54	\$61,953.54		\$61,953.54		
BWSR - FY 2021 Watershed Based Implementation Funding															
Revenue															
BWSR FY-2021 WBIF Payment	\$93,042.00	\$46,521.00											\$46,521.00	\$46,521.00	50%
WBIF Matching Funds	\$9,304.00												\$0.00	\$9,304.00	0%
Total Revenue	\$102,346.00	\$46,521.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$46,521.00	\$55,825.00	45%
Expenses															
Grant Administration	\$10,042.00												\$0.00	\$10,042.00	0%
Erosion & Direct Drainage Study	\$71,000.00												\$0.00	\$71,000.00	0%
Erosion & Direct Drainage Study Match (WMO)	\$9,304.00												\$0.00	\$9,304.00	0%
Project Development	\$12,000.00												\$0.00	\$12,000.00	0%
Total Expenses	\$102,346.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$102,346.00	0%
FY-21 WBIF Balance		\$46,521.00	\$46,521.00	\$46,521.00	\$46,521.00	\$46,521.00	\$46,521.00	\$46,521.00	\$46,521.00	\$46,521.00	\$46,521.00		\$46,521.00		
MN DNR - Seidls Lake Shoreline LCCMR Grant															
Revenue															
Grant Reimbursement Payments	\$382,000.00												\$0.00	\$382,000.00	0%
Matching funds	\$75,000.00												\$0.00	\$75,000.00	0%
Total Revenue	\$457,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$457,000.00	0%
Expenses															
Grant Administration/Project Mgmt	\$26,000.00												\$0.00	\$26,000.00	0%
Construction	\$356,000.00												\$0.00	\$356,000.00	0%
Engineering - Construction Docs	\$37,500.00												\$0.00	\$37,500.00	0%
Engineering - Const. Mgmt, Permits, Bids	\$37,500.00														
Total Expenses	\$457,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$419,500.00	0%
Seidls Lake Shoreline Balance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		
	Budget	Accumulated Prior Years	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022		Total	Variance	Percent Received/ Expended
TOTAL GRANT FUNDS RECEIVED	\$763,656.00	\$118,856.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$118,856.00	\$644,800.00	16%
PASS THROUGH MATCH RECEIVED	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$143,944.00	0%
LMRWMO MATCH PROVIDED	\$13,944.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$644,800.00	0%
GRANT EXPENSES (MINUS WMO MATCH)	\$749,712.00	\$5,985.63	\$0.00	\$4,395.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10,381.46	\$739,330.54	1%
PASS THROUGH MATCH EXPENSES	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$130,000.00	0%
NET PASS THROUGH MATCH FUND BALANCE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		
NET FUND BALANCE (MINUS WMO MATCH)		\$112,870.37	\$112,870.37	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54		\$108,474.54		

4.0 Joint Powers Agreement

Document posted
separately on LMRWMO
website due to size
limitations.

LMRWMO

LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION

2021 ANNUAL ACTIVITY REPORT

This annual activity report by the Lower Mississippi River Watershed Management Organization (LMRWMO) is for activities performed during calendar year 2021 and was prepared for the Board of Water and Soil Resources pursuant to MN Rules Chapter 8410, part 8410.0150, Subpart 3.

Background

A joint powers agreement was executed on October 25, 1985, which established and empowered the Lower Mississippi River Watershed Management Organization (LMRWMO). The LMRWMO is in the southeast part of the Twin Cities metropolitan area, in northern Dakota County and southern Ramsey County. The LMRWMO abuts the south and west sides of the Mississippi River, from the Mississippi River's confluence with the Minnesota River down to Rosemount.

The LMRWMO covers 55.8 square miles (35,493 acres) and is composed of seven cities within the WMO boundaries. The LMRWMO member cities include: Inver Grove Heights, Lilydale, Mendota Heights, Saint Paul, South St. Paul, Sunfish Lake, and West St. Paul. The Board of Managers, which consists of City Council appointed representatives from the member Cities (as of 12-31-21) is listed below:

Representative

Sharon Lencowski (Chair)
Tenzin Dolkar
Tom Sutton
Lyle Hanzal
Mary Jeanne Schneeman (Secretary/Treasurer)
Jill Smith
Karen Reid (Vice-Chair)
Michael Randle
Dan Halvorsen
Shannon Nelson
Sheila Vanney
Julie Eastman

Member City

Inver Grove Heights Manager
Inver Grove Heights Alternate Manager
Lilydale Manager
Lilydale Alternate Manager
Mendota Heights Manager
Mendota Heights Alternate Manager
Saint Paul Manager
South St. Paul Manager
Sunfish Lake Manager
Sunfish Lake Alternate Manager
West St. Paul Manager
West St. Paul Alternate Manager

A complete contact list of the Board of Managers is attached to this report.

The Dakota County Soil and Water Conservation District (SWCD) serves as the Administrator for the LMRWMO, with Joe Barten as the staff Administration contact.

2021 Completed Activities

The LMRWMO's 2011 Watershed Management Plan (Plan) includes an implementation program. Tables 1, 2, and 3 below contain lists of implementation activities identified in the Plan and the status of the activities listed. Additional details on LMRWMO activities in 2021 include:

General:

- Contracted with the Dakota County Soil and Water Conservation District (SWCD) to provide administrative, education, technical assistance, project management, and grant administration services, and to act as the public liaison for the LMRWMO.
- Continued monthly grant tracking program with sources of funding for all state and local stormwater related grant program to assist the LMRWMO and member cities in identifying additional funding sources for project implementation.
- Continued the Watershed Management Plan update process with the consultant, received community outreach information, held technical and citizen advisory committee meetings.
- Monitored lakes and streams within the LMRWMO for water quality parameters in coordination with the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) and numerous citizen volunteers.
- Sought proposals for professional services (engineering, audit, legal) and engaged selected consultants.
- Performed a legal audit of LMRWMO finances and submitted to State of Minnesota.
- Coordinated with local and state agencies on all matters related to the LMRWMO duties.
- Requested and received a Watershed Management Plan extension from the Board of Water and Soil Resources.

Education:

- Participated in the Freshwater Society's MN Water Stewards program. Four community members were sponsored to participate in the program to become Lower Mississippi River WMO Water Stewards. Provided a project tour for new participants and guided them through completion of coursework and capstone projects.
- Participated in and provided funding to the Metro Watershed Partners Clean Water MN program, a coalition of public, private and non-profit organizations in the Twin Cities metro area that promotes public understanding through collaborative educational outreach that inspires people to act to protect and improve their local water resources.
- Participated in the Adopt-A-Drain program through the Metro Watershed partnership, which within the LMRWMO had 257 total participants with 406 drains adopted. Based on data submittals of participants, it is estimated that this produced a total of 2,898 lbs of leaf litter, sediment, trash, and debris collected.

- Distributed stormwater educational articles from Clean Water MN to Member cities for use in social media, newsletter, website, and print public education and outreach materials.
- Re-designed and launched a new LMRWMO website to communicate water resource related information, programs, activities of the LMRWMO, water monitoring, and additional educational information to the public.

Projects:

- Finalized the FY-21 Metro Watershed Based Funding grant workplan and agreement.
- Applied for and were awarded \$382,000 in funding for the Seidls Lake shoreline restoration project to reduce erosion and provide vegetative habitat for Seidls Lake in partnership with the Cities of Inver Grove Heights and South St. Paul.
- Finalized the grant financials and closeout reporting for the FY-2018 Clean Water Fund grant for the Cherokee Heights Stormwater Improvement and Ravine Stabilization project in coordination with the Cities of Saint Paul, Mendota Heights, and West St. Paul.
- Finalized the grant financials and closeout reporting for the FY-2016 Clean Water Fund grant for Thompson Lake stormwater improvements in coordination with Dakota County and City of West St. Paul.
- Finalized agreements for maintenance of the Thompson Lake stormwater improvement project in West St. Paul with Dakota County and the City.
- Facilitated discussions with MnDNR, Dakota County, City of Inver Grove Heights, and a private landowner (Interstate Trucking) to resolve questions surrounding responsibility and stabilization of an eroded ravine which drains to the Mississippi River.
- Participated in the Landscaping for Clean Water (LCW) workshop series and funded three classes in partnership with the Dakota SWCD. Through this program 49 people attended an introduction class to learn about the benefits of raingardens, native gardens, and native shoreline plantings. Along with the other LCW classes, this effort resulted in 42 residents of the LMRWMO attending the LCW design workshops to create project 40 project designs. The LMRWMO then provided \$250 grants for 16 residential conservation projects (raingardens and native gardens) installed by those participants. The LMRWMO also provided funding for technical assistance to be provided by the Dakota SWCD for those watershed residents. See <https://dakotaswcd.org/conservation-projects/> for locations and descriptions of completed projects. The 2021 LCW Program fact sheet is attached to this report.

2022 Work Plan

The LMRWMO plans to conduct the following activities in 2022:

- Continue the process to update the LMRWMO Watershed Management Plan.
- Continue implementation of items identified in the FY2019 Metro Watershed Based Implementation Funding grant and the FY2021 Metro Watershed Based Implementation Funding grant.

- Finalize an agreement for maintenance of the Cherokee Heights Ravine Stabilization and BMP Implementation project.
- Continue to prioritize implementation projects and programs, apply for grants, and assist member cities in obtaining grants and identifying opportunities to partner on water quality projects through use of grant tracking program.
- Continue to maintain and update the LMRWMO website with information relevant to the public.
- Continue to provide educational workshops to LMRWMO residents through participation in the Landscaping for Clean Water education program.
- Continue cost sharing grant funding for the installation of residential raingardens and other stormwater management projects through the Dakota County SWCD's Landscaping for Clean Water program.
- Continue to monitor lakes and streams through the Met Council Citizen Assisted Monitoring Program (CAMP), including Lake Augusta, Sunfish Lake, Thompson Lake, Schmitt Lake, Dickman Lake, Seidls Lake, Interstate Valley Creek, and Ivy Falls Creek.
- Assist in resolving issues surrounding the eroded ravine near Interstate Trucking in Inver Grove Heights through stakeholder coordination.

Watershed Management Plan Implementation Item Review

Key for Implementation Tables 1, 2, and 3.

Implementation item is complete, partially complete, or in progress.	Implementation item is no longer necessary, or no action is planned by the LMRWMO at this time.	Implementation item requires action by the LMRWMO.
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Table 1. Implementation Status of Project List from 2011 Watershed Management Plan

Planned Actions or Activities	Proposed Timeframe	Actual Timeframe	Accomplishments to Date	Next Steps
Local government to construct BMPs to reduce negative impacts of development upstream of Hornbean Lake.	2014	None	To be constructed in coordination with new development.	Current development standards to drive water quality projects with future development.
Local government to construct improvements to reduce flooding/erosion at Marie Ave/Dodd Rd (feasibility study has been completed).	2012	2013	A rate control pond was constructed at NE corner of Dodd and Marie to control flow downstream, reducing erosion and allowing sediment to settle out of suspension and be removed.	Project complete.

Local government to construct improvements to provide rate control and stream bank stabilization north of Marie Ave in Interstate Valley Creek Watershed	2017	2011 to 2021	Some streambank stabilization projects have been constructed on the unnamed reaches of the Interstate Valley Creek headwaters. These have been constructed on an individual basis. LMRWMO's Landscaping for Clean Water program can help provide funding for landowner projects in coordination with the Dakota SWCD.	A feasibility study for streambank stabilization and rate control options will be completed as part of the FY-2019 Watershed Based Funding work plan.
Local government to construct improvements to stabilize erosion-prone areas along the Mississippi River.	2021	2018 to 2021	In progress. Inver Grove Heights completed a feasibility study for Stormwater Facilities in Areas Tributary to the Mississippi River in 2016 which identified 11 prioritized projects. The City is currently pursuing State and Met Council grant opportunities for implementation of these water quality and erosion stabilization projects. City of IGH was awarded a PSIG grant for the 78 th and Concord project. City completed a feasibility study in 2018 for Dickman Trail outfall. Feasibility study completed in 2015 for the Cherokee Heights ravine and FY2018 grant awarded for ravine stabilization Lilydale Park area. Watershed-wide study not yet initiated.	Continue to seek funding to implement those projects identified in the study.
Local government to construct Lexington Avenue-Trunk Highway 13 Drainage and Erosion Improvements.	2015	2015 to 2016	Feasibility study completed in 2010 and identified cost share amounts for participating cities. Project implemented in 2015 with substantial completion in 2016. Received funding through 2016 Met Council stormwater program for sediment reduction improvements.	Project complete.
Local government to construct Seidl's Pond/Lake lift station.	2016	2021 to 2021	Feasibility study was completed in 2004. Applied and turned down for Clean Water Fund grant in 2014. Applied for a 2017 grant and received a, ENRTF grant for water quality project at Seidl's Lake.	Lift station design is complete and project is out to bid for planned construction in 2021 or 2022.

Local government to construct Dawn Way Storm Sewer Improvement Project	2019	2019 to 2021	Allowable flow cost apportionment was completed in 2008. Funds have been allocated in budgets by the participating cities.	Finalize proposed approach for project implementation.
Stormwater BMPs or education to improve stormwater management upstream of Rogers Lake	2021	2011 to 2012	WRAPS Study completed in 2014. Stormwater BMPs planned to be implemented in conjunction with development / redevelopment. Raingardens and sump manholes installed with reconstruction of Robert Trail. Door knocking education campaign completed by St. Thomas Academy students. Educational material mailing campaign to watershed residents. LMRWMO's Landscaping for Clean Water program can help provide funding for projects and stormwater education within watershed going forward.	Current development standards to drive water quality projects with future development. Continue LMRWMO's Landscaping for Clean Water program.
Ravine/bluff stabilization in Ivy Creek, Lilydale Park, and/or near Pickerel Lake	2019	2014 to 2021	In progress. Pickerel Lake was part of the 2014 WRAPS Study. Feasibility study initiated in 2014 and completed in 2015 in the Cherokee Heights portion of Lilydale Park near Pickerel Lake. Have received BWSR flood relief funds for repair of severely eroded "North Knob" area and Clean Water funds for	Continue to seek funding and coordinate with City of St. Paul, Ramsey County, and BWSR on implementing improvements to Lilydale Park area. Much progress already made on stream sections.
Phosphorus treatment in Sunfish Lake	2017	2017 to 2019	Part of the 2014 WRAPS Study. Awarded FY2016 CWF grant dollars for implementation.	Project complete, finalized grant.
Thompson Lake Stormwater/Sediment Improvement Project	2016	2017 to 2021	Separate Thompson Lake PAH contamination feasibility study completed in 2014. Part of the 2014 WRAPS Study. Awarded FY2016 CWF grant dollars for implementation.	Project complete, finalizing grant closeout.

Phosphorus treatment in Augusta Lake	2016	2017 to 2019	Part of the 2014 WRAPS Study. Awarded FY2016 CWF grant dollars for implementation.	Project complete, finalize grant. Will continue with lake study to identify further lake improvement activities.
Cherokee Heights culvert analysis and erosion control improvement project	2016	2018 to 2021	Feasibility study completed in 2015 for the upper Cherokee Heights ravine portion of Lilydale Park. Applied for but did not receive FY2016 and FY2017 CWF grant dollars for implementation. Received FY2018 CWF grant dollars for ravine stabilization and stormwater improvements.	Project complete, finalizing grant closeout.

Table 2. Implementation Status of Programs List from 2011 LMRWMO Watershed Management Plan

Planned Actions or Activities	Proposed Timeframe	Actual Timeframe	Accomplishments to Date	Next Steps
Address BWSR performance standards	Every year	Every year	On-going implementation. PRAP Level II Review Completed in 2016.	Continue to address on an annual basis.
Transition to an all citizen Board	TBD	TBD	All LMRWMO Board members are citizens.	Completed.
Revise JPA to reflect 3rd Generation Plan	2011	2011	JPA revised and approved by communities in 2012 - 3rd revision to change WMO boundary approved in 2014.	Completed.
Revise JPA to broaden membership of formal Technical Advisory Committee	2011	2011	JPA revised and approved by communities in 2012.	Completed.
Revise JPA to include a water quality cost allocation formula	2011	2011	Cost share allocation formula was developed and approved in 2012; JPA revised and approved by communities in 2012.	Completed.

Implement permanent Citizen Advisory Committee (CAC)	Every year	Every year	Involved citizens are kept informed of LMRWMO activities via an email list, informed about pertinent LMRWMO programs and projects via email, and invited to LMRWMO events as necessary.	None planned at this time.
Maintain LMRWMO website to communicate water resource related information	Every year	Every year	On-going implementation; all meeting agendas, materials, and minutes are posted regularly. Created water monitoring web page in 2016.	Continue to update website with relevant information.
WMO administration	Every year	Every year	On-going.	Continue as planned.
WMO annual insurance premiums	Every year	Every year	On-going.	Continue as planned.
WMO attorney and audit expenses	Every year	Every year	On-going.	Continue as planned.
Publish annual WMO newsletter for public distribution	Every year	Every year	Published on an annual basis and distributed to member Cities for public posting and distribution.	Continue as planned.
Review annual evaluation reports from member cities	Every year	Every year	Cities may report activities at monthly LMRWMO meetings.	Continue as planned.
Review member City local plan updates for consistency with WMO Plan	2012 & 2013	2012 to 2018	3 of 7 cities have approved plans. Provided guidance to cities in 2016 on timeline for approval with revised State statutes.	Continue to review City local plans as updated.
Develop water resource educational content	Every year	Every year	Education opportunities annually available to residents through Landscaping for Clean Water classes and Metro Watershed Partners. Watershed education provided through FY16 CWF grant efforts in 2016-2018 as well as MWS program and continued implementation of the LMRWMO Education and Outreach Plan.	Continue as planned.
Coordinate/conduct non-certification training for member city staff to address items in MS4 permit	2012 & 2017	-	Member City representatives and topic experts regularly present to the LMRWMO Board on activities related to the MS4 permit.	Continue informal presentations by member City staff on MS4 activities and requirements.

Participate in the Dakota County SWCD's Landscaping for Clean Water Program (formerly Blue Thumb)	Every year	Every year	Provide yearly introduction and design courses to LMRWMO residents and have provided grants for 103 projects since 2011.	Continue to participate/provide program to residents of the LMRWMO.
Assist member cities in addressing the South Metro Mississippi TMDL and other TMDLs as they are completed	2012 to 2021	2012 to 2021	LMRWMO member Cities and staff have been engaged with agency staff on both the South Metro Mississippi TMDL and the Upper Mississippi River Bacteria TMDL. LMRWMO Engineers have assisted in data transmittals, as requested.	None planned at this time. Will continue involvement as requested.
Develop annual water quality monitoring program for water bodies and outfalls to the Mississippi River	2011	2012	Annual evaluation of water monitoring is performed by the Board.	Continue as planned.
Implement water quality monitoring program to assess water bodies and outfalls to the Mississippi River	2012 to 2021	2012 to 2021	The LMRWMO has conducted or financially supported monitoring numerous lakes within the watershed since 2012, often through CAMP. Interstate Valley Creek and Ivy Falls Creek monitored in 2019 and 2021.	Continue as planned.
Develop outreach program to assist member cities with MS4 permit renewal	2012	-	No activity to report. There has not been a need for this program.	None planned at this time/not necessary.
Pursue locations to conduct wetland restoration for a wetland bank program	2014	-	No activity to report. There has not been a need for this program.	None planned at this time.
Conduct or facilitate joint certification training for member city staff on designing and inspecting erosion control plans and inspecting erosion control measures	2013 and 2018	-	There is no longer a need for this task. All cities in the WMO have staff that assures proper certifications through the MnDOT certification program.	None planned at this time.
Develop a pond and BMP maintenance program	2012	-	No activity to report. New MS4 permit requirements will drive this program.	None planned at this time. Cities will continue responsibility via MS4 permit.

Assist member cities in pursuing grants available to watersheds	Every year	Every year	On-going. Documents that track grant opportunities are presented to Board members at monthly meetings. The LMRWMO has assisted member cities in preparing and submitting grant applications in since 2012.	Continue monthly tracking and assist member cities in pursuing grant opportunities.
Monitoring of Pickerel Lake and/or inflows to Pickerel Lake	2015 to 2021	2015 to 2021	Monitoring done through CAMP program. Monitoring on Ivy Falls Creek in 2019	Continue monitoring through CAMP program.

Table 3. Implementation Status of Studies List from 2011 LMRWMO Watershed Management Plan

Planned Actions or Activities	Proposed Timeframe	Actual Timeframe	Accomplishments to Date	Next Steps
Utilize MIDS, once complete, to determine effectiveness of existing BMPs throughout the WMO	2013	-	No activity to report.	None planned at this time. Individual Cities will maintain standards that meet LMRWMO minimum requirements.
Complete study to address PAHs in Thompson Lake	2012	2013 to 2014	Project initiated in 2013 and was completed in 2014.	Completed.
Complete feasibility study to investigate debris and floatables in Simley Lake	2012	-	This study is no longer considered necessary.	None planned at this time.
Evaluate landlocked basins with flood concerns or future flood potential or on an as needed basis	2014	2014 to 2021	This activity has and will continue to be pursued by individual Cities as needed.	None planned at this time.
Complete feasibility study to provide rate control and streambank stabilization north of Marie Ave. in Interstate Valley Creek Watershed	2013	2019 to 2021	Some stabilization improvements have been completed.	Included in Metro WBF work plan, feasibility study planned for 2021.

Investigate opportunities to implement access points to improve access to water resources (e.g. fishing pier, observation platform)	2015	2015 to 2021	Opportunities have been investigated at Rogers Lake. Supported new fishing pier at Thompson Lake in West St. Paul in 2021.	None planned at this time. Will investigate as opportunities arise.
Evaluate DNR protected water bodies with known or potential problems and pursue shoreland restoration where needed	2014 to 2021	2014 to 2021	Grants for shoreline restoration are available from the LMRWMO through the Landscaping for Clean Water Program.	Continue providing shoreline restoration grants through Landscaping for Clean Water program.
Work with ACOE to identify location/extent of erosion issues on Mississippi River	2013	2021 to 2022	Will implement further study as part of FY2021 WBIF grant study of direct drainages.	Implement FY2021 WBIF grant work plan.
Monitor shoreland erosion around Golf Course pond and determine if remedial action is necessary	2012	2011 to 2012	City of Inver Grove Heights worked with golf course staff to remediate shoreland erosion in 2009. No additional erosion problems have occurred at that site. Additionally, 2011 and 2012 improvements were completed where the pond outlets near Babcock Trail to correct erosion issues.	Completed.
Verify the existing electronic and GIS boundary of the WMO matches the legal description from the JPA	2011	-	No longer necessary in original form as there is no legal description of boundary in JPA. BWSR now allows GIS boundary to serve as legal boundary. However, discoveries in 2021 may indicate discrepancies in GIS boundary.	None planned at this time. May require further study to identify GIS discrepancies, ie. Mendota.
Establish stormwater volume reduction requirements	2013	-	No activity to report. New MS4 permit requirements will drive this program	None planned at this time.
Set aside funding for 4th Generation Watershed Management Plan	Every year	Every year	On-going. Currently \$5,000 per year is set aside for this purpose.	Continue as planned.
Cherokee Heights culvert analysis and erosion control feasibility study	2014	2015	Study completed in 2015.	Completed.

Feasibility Studies to evaluate ravine/bluff stabilization in Ivy Creek, Lilydale Park, and/or near Pickerel Lake	2018	2015 and 2021	Studies performed by the City of St. Paul for Lilydale park erosion issues. Will implement further study as part of FY2021 WBIF grant study of direct drainages.	Implement FY2021 WBIF grant work plan.
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2021 Lake Monitoring Data

The LMRWMO has conducted or supported monitoring numerous lakes within the watershed. The LMRWMO Board prioritizes monitoring annually and typically selects those to track progress where water quality projects have been implemented. Eight lakes within the LMRWMO were monitored through the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) in 2021. Monitoring data, once available from the Metropolitan Council, is posted on the LMRWMO website. 2021 Monitoring reports for select lakes are attached and a summary table is below.

Table 4. Results of 2021 CAMP Monitoring in LMRWMO

Lake	City	Number of sampling events	Secchi Depth (m) average	Chlorophyll- <i>a</i> (µg/l) average	Total Phosphorus (µg/l) average
Water Quality Standard – Deep Lake			1	14	40
Lake Augusta	Mendota Heights	10	0.17	165.40	148.60
Sunfish Lake	Sunfish Lake	4	4.2	4.3	15
Water Quality Standard – Shallow Lake			1	20	60
Dickman Lake	Inver Grove Heights	2	6	39	139.50
Hornbeam Lake	Sunfish Lake/ Inver Grove Heights	7	2.32	11.28	49.20
Horseshoe Lake	Sunfish Lake/ Inver Grove Heights	4	2.95	7.88	46.75
Lemay Lake	Mendota Heights	3	1.80	4.23	36.17
Rogers Lake	Mendota Heights	9	1.53	8.56	42.22
Schmitt Lake	Inver Grove Heights	7	1.09	28.80	64.71
Seidl Lake	South St. Paul/ Inver Grove Heights	6	1.95	6.15	31.83
Thompson Lake	West St. Paul	7	1.24	11.26	71.29

Status of Local Plan Adoption and Implementation

All of the member cities have prepared local water management plans that conform to the 2011 LMRWMO Plan and have been formally approved by the LMRWMO. Table 6 shows the compliance dates of the local plans for municipalities within the LMRWMO boundary. Updated requirements to MN Statutes 8410.0105, subdivision 9 and 8410.0160, subdivision 6 for the adoption of Local Water Management Plans will be followed by LMRWMO member Cities.

Table 6. Local Water Management Plan Status

Member City	LMRWMO Approval Date for Conformance with 2011 Watershed Plan	LMRWMO Approval Date for conformance with 2001 Watershed Plan
Inver Grove Heights	December 2018	June 2008
Lilydale	October 2018	March 2008
Mendota	Planned for 2022	None
Mendota Heights	July 2018	February 2006
South St. Paul	December 2018	January 2005
St. Paul	June 2018	September 2006
Sunfish Lake	November 2018	February 2009
West St. Paul	December 2018	September 2006

Permits and Variances

The LMRWMO does not have a permitting program. The individual member cities provide permitting of projects for land use, construction stormwater management, post-construction stormwater management, floodplain management, and Wetland Conservation Act enforcement.

Consultant Services Selection

As required, every two years solicitations are made to retain legal services, auditor services, and engineering consulting services. On June 9th, 2021, the LMRWMO Board retained services from the following consultants:

Engineer: Barr Engineering Co.
Attorney: Campbell Knutson, PA
Auditor: Peterson Company Ltd.

Financial Statement and Audit

The LMRWMO maintains two checking accounts and a savings account. A financial audit was performed covering the 2021 finances. The 2021 LMRWMO financial audit was not ready at the time the document was created.

Wetland Banking

The LMRWMO does not have a wetland banking program.

Attachments

- 2021 Board of Managers Contact List
- 2021 Landscaping for Clean Water Summary
- 2021 Water Monitoring Factsheets
- 2021 Adopted Budget
- 2021 Newsletter

Note: Only Board of Managers contact list and newsletter included in 4-13-22 Board Packet due to size limitations.

All attachments will be included in submission to MN Board of Water and Soil Resources Staff.

Incumbent	Contact Information	Phone/Email	Position	City	Term Start Date
Sharon Lencowski (Member)	4055 E. 66th Street Inver Grove Heights, MN 55076	651-451-6807 s.lencowski@g.com	Member	Inver Grove Heights City Council	8/1/2013
Vacant (Alternate)			Alternate Member	Inver Grove Heights City Council	
Tom Sutton (Member)	151 Stonebridge Rd. Lilydale, MN 55118	612-961-2975 tomsutton151@gmail.com	Member	Lilydale City Council	1/31/2017
Lyle Hanzal (Alternate)	1101 Sibley Memorial Hwy. #612 Lilydale, MN 55118	651-503-5064 lhanzal@aol.com	Alternate Member	Lilydale City Council	5/8/2017
Mary Jeanne Schneeman (Member)	1278 Birch Court Mendota Heights, MN 55118	651-457-4337 mjdjsnow@comcast.net	Member	Mendota Heights City Council	12/31/2011
Jill Smith (Alternate)	625 Hampshire Drive Mendota Heights, MN 55120	651-688-7444 jillsmith38@comcast.net	Alternate Member	Mendota Heights City Council	1/17/2012
Karen Reid (Member)	C/O Neda, 481 Wabasha St. S. St. Paul, MN 55107	651-292-0131 kreid@nedahome.org	Member	Saint Paul City Council	5/3/2017
Vacant (Alternate)			Alternate Member	Saint Paul City Council	
Michael Randle (Member)	938 8th Ave S South St. Paul, MN 55075	786-488-2305 Randlem1@aol.com	Member	South St. Paul City Council	3/2/2021
Vacant (Alternate)			Alternate Member	South St. Paul City Council	
Dan Halvorsen (Member)	37 Sunnyside Ln Sunfish Lake, MN 55077	651-592-0418 halvo018@umn.edu	Member	Sunfish Lake City Council	6/1/2021
Shannon Nelson (Alternate)	357 Salem Church Rd Sunfish Lake, MN 55077	651-261-3148 shannon.nelson110@gmail.com	Alternate Member	Sunfish Lake City Council	9/7/2021
Sheila Vanney (Member)	464 Deer Run Trail West St. Paul, MN 55118	651-485-1229 vanney@hotmail.com	Member	West St. Paul City Council	9/24/2018
Julie Eastman (Alternate)	443 Bernard Street East West St. Paul, MN 55118	651-270-3392 JEastman@wspmn.gov	Alternate Member	West St. Paul City Council	1/11/2021

LMRWMO

LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION

2022 NEWSLETTER

LMRWMO MISSION: *Water resources and related ecosystems are managed to sustain their long-term health and integrity through member city collaboration and partnerships with other water management organizations with member city citizen support and participation.*

SPANISH LANGUAGE WINTER SALT TRAINING MINIMIZING NEGATIVE EFFECTS OF CHLORIDE ON LAKES

The LMRWMO initiated a program to provide Spanish language water resources education to its residents. This first of its kind pilot program will provide certification for Spanish speakers through the Minnesota Pollution Control Agency (MPCA's) Smart Salting for Property Managers Program.

The program provides education on the negative impacts that winter salt use can have on our water resources and provides practical solutions for how property managers can minimize the use of salt for winter maintenance and balance winter safety with water quality impacts.

Chloride pollution in lakes comes from salt put on sidewalks, driveways, parking lots and roads in the winter. Chloride does not easily leave a waterbody once it is dissolved and levels of chloride in metro lakes have been slowly but steadily increasing over recent decades.

Once Chloride levels in a lake reach a certain amount, it becomes toxic to aquatic animals and a lake is said to be impaired. It takes only one teaspoon of salt to permanently pollute five gallons of water. Thompson Lake in West St. Paul is currently the only LMRWMO waterbody impaired for chloride. There are currently no methods to remove chloride from our waterbodies.

Outreach materials, curriculum, a translator, and certification testing will be available to Spanish speakers through this program. The intent is for this model to be shared with other Metro Watershed Management Organizations to utilize in the future.

Two pilot Spanish Language classes will be held in fall of 2022, one virtual and one in person. Additional details will be posted on the LMRWMO website and shared with WMO partners in late summer 2022.



Salt applied to sidewalks melts and flows into nearby lakes.

BECOME A CITIZEN WATER QUALITY MONITOR!

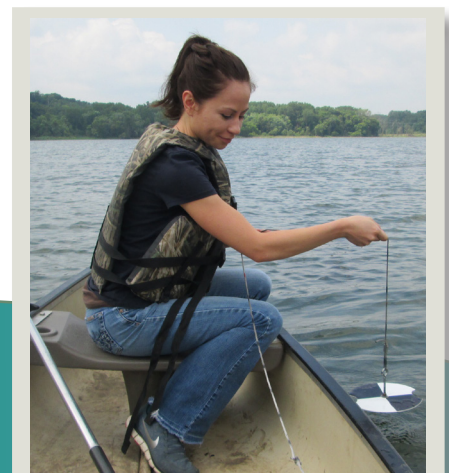
Help us gather the vital data to inform our lake and stream management decisions and ensure the lasting health of the LMRWMO lakes and streams.

Monitoring typically involves Secchi disk measurements to track the water transparency as well as measurements of phosphorus and chlorophyll in a lake. These indicate how excess nutrients in the lake are causing algae growth and making lakes unusable.

If you would like to learn how to become a water monitor, contact the LMRWMO Administrator below:

(651) 480-7777

joe.barten@co.dakota.mn.us



Using a Secchi disk to measure water clarity

WATERSHED MANAGEMENT ORGANIZATION FACTS:

- WMOs are funded by the cities within their jurisdiction.
- WMOs are governed by a citizen board appointed by the member cities.
- The WMO was formed in 1985 after the Metro Surface Water Mgmt. Act was passed.

LANDSCAPING FOR CLEAN WATER DIGITAL CLASSES

ONLINE DESIGN COURSES & \$250 GRANTS AVAILABLE

The Landscaping for Clean Water program makes it easy for residents of the LMRWMO to turn their yards into an attractive force for clean water. Each of us has the opportunity to create a landscape on our property which will benefit our lakes, streams, and wetlands by soaking water into the ground, providing pollinator habitat, and stabilizing eroded slopes and shorelines. The introduction and design classes are now being offered online, giving you the tools and knowledge to transform your yard for the better. Register today to get access to the online materials as well as online one-on-one office hours for personal, professional, design assistance for your native gardens, raingardens, or native shoreline planting project.



The program provides an overview of water quality challenges and provides beautiful and practical ways to transform your yard into a beneficial landscape. You will also learn about \$250 grants available to participants. After the introductory video, you can sign up for a \$25 online design workshop being offered now! Register online or call for more information: (651) 480-7777 or visit: www.dakotaswcd.org

NEW WEBSITE

The LMRWMO website has a new look! Check out the new and improved site that includes information on studies and projects implemented by the WMO, as well as educational information and data on lake water quality: www.LMRWMO.org

ABOUT THE WMO

The Lower Mississippi River Watershed Management Organization, located in northern Dakota County and southern Ramsey County, covers 55.8 square miles and includes Inver Grove Heights, St. Paul, South St. Paul, West St. Paul, Lilydale, Mendota Heights, and Sunfish Lake. The LMRWMO was established by a Joint Powers Agreement to meet the requirements of the Metropolitan Surface Water Management Act of 1982.

The premise of the Surface Water Management Act is that rain and stormwater runoff are not contained within municipal boundaries. Rain that falls in one community may run through another causing flooding, erosion, or the degradation of water quality downstream. The LMRWMO addresses intercommunity stormwater issues works to protect surface waters. Visit the LMRWMO website for more information: www.LMRWMO.org

DID YOU KNOW?

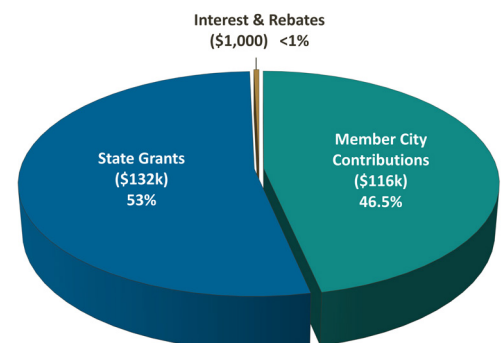
The LMRWMO Board of Managers is made up of citizen appointees who set the budget and direction of the organization. Contact us if you'd like to fill a Board vacancy for one of the bolded Cities below.

- **Inver Grove Heights**
- Lilydale
- Mendota Heights
- Sunfish Lake
- South St. Paul
- **St. Paul**
- West St. Paul

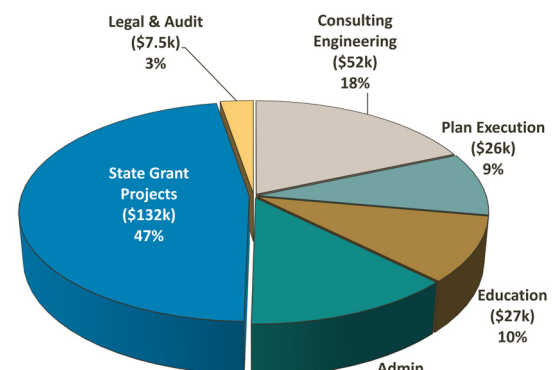
2022 BUDGET

The LMRWMO is funded by member City dues based on land area and property value. Grant assistance is also provided through partnership entities to fulfill the mission of the LMRWMO. See below for more information.

REVENUE



EXPENDITURES



The LMRWMO Board of Managers is comprised of up to two appointed representatives from each member city, listed below

Sharon Lencowski (Chair) - Inver Grove Heights
Karen Reid (Vice Chair) - Saint Paul
Mary Jeanne Schneeman (Sec/Tres) - Mendota Heights
Jill Smith (Alternate) - Mendota Heights
Tom Sutton (Member) - Lilydale

Lyle Hanzal (Alternate) - Lilydale
Michael Randle (Member) - South St. Paul
Daniel Anderson (Alternate) - South St. Paul
Dan Halvorsen (Member) - Sunfish Lake
Shannon Nelson (Alternate) - Sunfish Lake

Sheila Vanney (Member) - West St. Paul
Julie Eastman (Member) - West St. Paul

Staff Contact - Joe Barten (651) 480-7777

resourceful. naturally.
engineering and environmental consultants



Memorandum

To: LMRWMO Board of Managers
From: Greg Williams
Subject: Review of the City of Mendota Local Water Management Plan (LWMP)
Date: April 4, 2022
c: Joe Barten, LMRWMO Administrator

The City of Mendota has recently revised its Local Water Management Plan (LWMP). While the City of Mendota is not a signatory of the Lower Mississippi River Watershed Management Organization (LMRWMO) Joint Powers Agreement (JPA), Minnesota watershed law (Minnesota Statutes 103B.211) authorizes the LMRWMO to review and comment on the City of Mendota LWMP as a portion of the City is located within the hydrologic boundary of the LMRWMO.

Per the request of the LMRWMO, Barr has reviewed the LWMP, provided February 24, 2022, for conformance with the LMRWMO Watershed Management Plan (LMRWMO Plan, adopted 2011 and amended 2015). Comments and recommendations to be provided to the City by the LMRWMO are listed below. A draft letter to the City and its planning consultant is also attached.

Requested Manager Action: Review comments and recommendations and, if acceptable, direct Barr to send the attached letter to the City of Mendota and its consultants, summarizing the LMRWMO comments included in this memo and indicating that these comments must be addressed prior to Board approval of the City's updated Local Water Management Plan.

LMRWMO Comments/Recommendations (by Section and PDF page number)

General Comment – Performance Standards

Comment: The LMWMO Plan includes several performance standards designed to mitigate the impact of development and redevelopment on water and natural resources. These performance standards address stormwater runoff volume, rate control, minimum building elevations, water quality, and wetland buffers. The LWMP notes that the City will be updating some performance standards. Typically, local controls must be consistent with the performance standards adopted by the LMRWMO. The LMRWMO acknowledges that the potential for development activity in the portion of the City within the LMRWMO is extremely limited; thus, some of the LMRWMO performance standards are likely to have limited applicability within the City. If updates to City local controls are not comprehensive with respect to LMRWMO performance

To: LMRWMO Board of Managers
From: Greg Williams
Subject: Review of the City of Mendota Local Water Management Plan (LWMP)
Date: April 4, 2022
Page: 2

standards, the LWMP must be revised to state that the City reviews all projects within the LMRWMO for consistency with the performance standards adopted in the LMRWMO Plan, as revised.

As the LMRWMO is in the process of updating its Watershed Management Plan, we encourage the City to coordinate with the LMRWMO Administrator and engineering consultant to confirm the City performance standards are in compliance with those in the updated LMRWMO.

General Comment

Comment: The text refers to the LMRWMO as a watershed district. The LMRWMO is not a watershed district and should be referred to throughout the LWMP as a watershed management organization.

Executive Summary (page 3)

Comment: The text notes that the LMRWMO has "regulations" which apply to the City. The LMRWMO does not implement a regulatory program. Consider revising the text to say that the LMRWMO has adopted "stormwater management performance standards" that are applicable within the city.

Executive Summary (page 3)

Comment: The text incorrectly states that the LMRWMO is the local governmental unit (LGU) for administration of the Wetland Conservation Act (WCA). The LMRWMO defers LGU authority for administering WCA to its member cities (Policy 5.5.3.A of the current LMRWMO Plan). This may not be applicable to the LMRWMO as it appears there are no wetlands within the LMRWMO portion of the city. For clarity, the text must be revised to avoid stating that the LMRWMO is the LGU for WCA.

Post Construction Control (page 9)

Comment: The text notes that the City does not currently have post-construction water quality controls and will need to update City local controls to include this. Local controls must be consistent with the minimum performance standards included in the LMRWMO Plan. As the LMRWMO is in the process of updating its Plan, please work with the LMRWMO Administrator and engineering consultant to confirm the applicable performance standard and consistency with the Minnesota Pollution Control Agency's NPDES Construction Stormwater General Permit.

Erosion and Sediment Ordinance (page 10)

Comment: The text notes that the City's erosion and sediment controls will be updated. Local controls must be consistent with the minimum performance standards included in the LMRWMO Plan – the LMRWMO requires that Cities maintain and enforce local controls that are consistent with the MPCA's Construction Stormwater General Permit. This requirement will remain the in the LMRWMO Plan update.

Problem Areas (page 12)

Comment: The text notes that Lake Augusta is impaired due to excess nutrients. Thank you for noting that the City will evaluate its activities to assess water quality impacts. Consider referencing the LMRWMO Plan and/or website for additional information about Lake Augusta water quality.

To: LMRWMO Board of Managers
From: Greg Williams
Subject: Review of the City of Mendota Local Water Management Plan (LWMP)
Date: April 4, 2022
Page: 3

Amendment Procedures (page 12)

Comment: The text describes the LWMP amendment process. MN Rules 8410 gives the LMRWMO the authority to review and comment on LWMP amendments. The text must be revised to note that the City will submit LWMP amendments to the LMRWMO for review and comment consistent with MN Rules 8410.

April 13, 2022

Ms. Claire Michelson
Planner – City of Mendota
P.O. Box 50688
Mendota, MN 55150

Re: LMRWMO Review of the City of Mendota Local Water Management Plan

Dear Ms. Michelson:

Thank you for submitting a copy of the February 2022 draft City of Mendota Local Water Management Plan (LWMP). We appreciate the City's initiative in seeking LMRWMO review and comment on the LWMP despite not being a signatory of the LMRWMO Joint Powers Agreement. On behalf of the Lower Mississippi River Watershed Management Organization (LMRWMO) Board of Managers, I have reviewed the LWMP for consistency with the LMRWMO Watershed Management Plan (LMRWMO Plan, amended 2015) and items anticipated to be included in the LMRWMO Plan update (currently in progress).

Attached is a memo summarizing my comments and recommended/required revisions to the LWMP. The comments and revisions were reviewed and approved by the LMRWMO Board of Managers at their April 13, 2022, Board meeting. We recognize that the City is in the process of updating some of its regulatory controls. Please note the comment included in the attached memo regarding consistency of local controls (e.g., City ordinances) with LMRWMO performance standards.

Please feel free to contact me at 952-832-2945 or gwilliams@barr.com with any questions regarding the LMRWMO comments and recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Williams", is written over a large, light gray, stylized watermark of the letter "S".

Greg Williams, P.E.

c: Joe Barten, LMRWMO Administrator



MEMORANDUM

To: LMRWMO Board of Managers
From: Joe Barten, Dakota County SWCD
Subject: LMRWMO Spanish Language Translator
Date: April 5, 2022

Summary

The LMRWMO has grant funding through the FY-19 Watershed Based Implementation Funding (WBIF) program from the State Board of Water & Soil Resources. A portion of the grant is dedicated to environmental education, including creation of (1) a storm drain stenciling program, (2) Spanish language water resources education, and (3) Spanish language chloride trainings. The consultant already under contract for the Spanish language chloride trainings (Bolton and Menk) requires a translator to be present at the classes and to translate print and electronic materials for the trainings.

The LMRWMO Administrator has been in contact with All In One Translation Agency, LLC, based in Burnsville. The company is a qualified State of MN contractor, which was a requirement of the program per our agreement with the MN Pollution Control Agency for the training. Attached is the scope of work which outlines the services to be provided by All In One as well as a summary of their qualifications. The LMRWMO Administrator looks forward to working with All In One and recommends approval by the Board of the attached scope of work and execution of an agreement with All In One Translation Agency, LLC.

Board Action Requested:

- Review attached scope of work and provide feedback or potential changes.
- If suitable, consider approval of the attached scope of work by All In One Translation Agency, LLC to provide services for the LMRWMO and authorize the LMRWMO Board Chair to execute an agreement with them for the project.

Attached:

- Proposed scope of work for All In One Translation Agency, LLC
- All In One Translation Agency, LLC company qualifications



SPANISH LANGUAGE TRANSLATION SERVICES SCOPE OF WORK

Summary

The Lower Mississippi River Watershed Management Organization (LMRWMO) is seeking assistance for Spanish language translation services from All In One Translation Services, LLC, (Translator) a State of Minnesota certified translator in the implementation of two Spanish language Smart Salting for Property Management trainings (Trainings), one virtual and one in a live class format as part of the MN Board of Water and Soil Resources Watershed Based Implementation Funding program. Materials will be translated that support outreach for the trainings as well as materials to be used in the trainings.

The LMRWMO and Translator will partner with staff from the Minnesota Pollution Control Agency (MPCA) and Bolton & Menk (Consultant) to implement the Trainings. The Translator may receive direction in their work from both the LMRWMO and the Consultant in completion of these tasks. The Translator shall demonstrate that they meet State of Minnesota requirements for being a certified Translation vendor.

Project Scope for Translation Services

Working with Consultant, the Translator shall translate Training outreach and class materials in both print and web-based formats, for use by partners. The work shall consist of the following.

Task 1: Trainings (hours are approximate, 40 total shown)

- Program Development: Become familiar with Training program and materials - 10 hours
- Virtual practice class, go through content online - 8 hours
- Translate for two classes, one virtual and one in person - 18 hours
- Coordination and correspondence - 4 hours

Task 2: Print and Electronic Materials (to be charged on a per word basis)

- Translate, approx. 15 pages of material, a mix of graphics and text, including but not limited to Property Management test, survey, marketing materials, and handouts.

Estimated Cost and Schedule

The following table summarizes the estimated cost associated with the task as described above. All tasks shall be completed no later than **December 31st 2022**.

Task	Description of Task	Cost
1	Trainings	\$2,000
2	Print and Electronic Materials – To be charged at a rate of \$0.28/word with a not to exceed amount as shown.	\$1,850
	Total Not to Exceed	\$3,850

ALL IN ONE
COMMON LANGUAGES • RARE LANGUAGES • EXCEPTIONAL SERVICE



BRIEF DESCRIPTION OF QUALIFICATIONS AND SERVICES PROVIDED

All In One – Translation Agency, LLC

March 2022

201 West Burnsville Parkway, Suite 118
Burnsville, MN 55337

OUR QUALIFICATIONS

All In One Translation Agency, LLC was started in July of 2003, offering 30 languages. Now our agency successfully provides services in more than **150** languages and dialects for educational, legal, medical, social services, corrections, and other fields. The complete list of languages can be found in the “Scope of Services” section. The Director and founder is Anna Esaybegyan, Philology Ph.D., whose background includes several years as a university professor of languages, with a special focus on theory of translation and interpretation.

We strive for exceptional client service. Our positive relationships both with our staff and with our clients are the heart of our agency. We are punctual for our appointments and treat each client with respect. We show that we value our clients by always doing our best to meet their individual needs and requirements. We take time to truly understand the client’s needs, and use all available resources to do what it takes to satisfy our clientele.

Our commitment to excellence over the years has allowed us to grow from a small startup to a full cycle agency with such major clients as State of Minnesota, Hennepin County, Carver County, Anoka County, Rice County, Eastern Carver County School District, Sage Clinics, Satae Operated Forensic Services etc. A short list of clients is attached in the appendix.

We would like to draw your attention to this quote from the letter of reference from the former Chief Deputy of the Scott County Sheriff’s Office, which outlines the difficult and exacting translations and tape transcriptions All In One’s dedicated staff and interpreters were able to provide.

“The staff at All In One Translation accomplished this difficult task on time and on budget. The work product was delivered in a paper form and electronically. The suspects in the case have pled guilty and have been sentenced. The translation and transcription of the interviews were a critical piece of the criminal proceedings.”

An example of our customized individualized service is that of one of our valued clients, Rice County Social Services. **In the past ten years, we have provided the same culturally competent interpreter to the same client with limited cognitive ability at the specific request of Rice County Social Services.** Rice County Social Services has been extremely pleased with our work.

One particularly challenging project our agency successfully completed was a massive translation of the Minnesota Comprehensive Assessment for students in grades 3-10 in different subjects for the Eastern Carver County School District 112. Each assessment was 15 to 27 pages each on different subjects, for each grade. The state required that the envelope containing the test could not be opened until 96 hours prior to the beginning of the assessment. We translated the test, not only into Spanish, but also into the rarer languages of Tagalog, Thai and Korean, all without any past knowledge of the length of the test **and** within the 96 hours prior to the giving of the test!

By choosing All In One for translation services, all our clients can be confident that we will provide professional translations and individualized service.

ALL IN ONE CLIENT TESTIMONY

“I have overseen the utilization of services from All In One for the past several years. We have used both their interpretation and translation services and have been very happy with the support they have provided to us. We have also enjoyed and appreciated the warm, personal connection we have forged with the company. All In One is unique in terms of their communication style and their ability to set up personalized service systems to fit customer needs. Overall, we have been impressed with the quality of services we have received from the agency.”

SCOPE OF SERVICES

Our interpreters provide common and rare language interpretation and translation services for educational systems, social services, courts, health clinics, and other professional areas. We provide a full scope of translation/interpretation services: face to face, over the phone and written. The complete list of languages that we provide in named services is included in the appendix.

As you can see, some of the languages, such as: *Amharic, Anuak, Afar, Barawani, Ebo, Edo, Ewe, Fante, Ga, Ghanan, Karen, Kikuyu, Kisii, Kpelle, Lingala, Mende, Nuer, Nepali, Shuluk, Swahili, Thok Naath, Tigrinia, Urhobo, Ibo, Ishan* are quite rare, and we pride ourselves on being able to provide high quality interpretation in these languages.

All In One also offers Cultural Presentations and Training on different cultures, training for face-to-face interpretation for different organizations

We focus on developing mutually beneficial long-term relationships with our interpretation/translation partners. As always, our team's motto is to give each client the best quality of product, service, competitive pricing, and timeliness: The "Best of the Best", delivered with honesty and integrity.

STAFF BACKGROUND

Our interpreters provide common and rare language interpretation and translation services for educational systems, social services, courts, health clinics, and other professional areas.

The Director of the agency, Anna Esaybegyan, holds a Ph.D. in Philology. Her Ph.D. thesis was "Reproduction of National Originality in the Interpreter's Language" and has been training interpreters with special emphasis on the cultural accuracy of native speakers for almost twenty years. Dr. Esaybegyan is also an active member of the Interpreting Stakeholder Group (ISG) whose mission is "To improve the delivery of spoken language interpreter services in Minnesota, and to promote the professionalization of the interpreting industry as a whole." Our administrative office assistant, service coordinator and accounting staff have appropriate education, training and experience for each aspect of support they seamlessly provide to our translators and interpreters, and most importantly, to our clients.

Our interpreters have taken special translation/interpretation classes at different universities and are encouraged to self-study, take classes, and attend workshops and conferences to improve their bilingual vocabularies and interpreting skills. Along with high levels of education, many of our interpreters have Medical and Court certifications. Most of our highly experienced interpreters are natives of different countries that have immigrated to the United States. By using native speakers who are fluent in both English and their native tongues, we are able to offer services beyond translation.

Many of our interpreters do translations and interpretations on the Federal level. We have interpreters who work for Federal agencies, and many of our interpreters are members of the ATA (American Translators Association). Some of translators we work with teach interpretation classes at different universities. Currently, there is no National certification of foreign-language interpreters, but All In One requires university-level certification from its medical interpreters, and Minnesota Court Interpreter Certification from its courtroom interpreters.

Some interpreters also have a background in different areas of health care (medical doctors and nurses, for example), teaching, biochemistry, law, and other areas, all of whom add additional quality to our services.

All In One Client Testimony

"I have been involved personally with meetings utilizing the interpreter and I have been impressed with their professionalism. They understand that interpreting is about being a medium of understanding between two parties and they do verbatim reporting instead of summarizing in a few words what a person says in a paragraph. We would continue to access All In One to meet our needs in other areas of interpretive services."

QUALITY ASSURANCE

Positive client feedback is the most accurate indicator of the high level of service provided by our agency. Our requested immediate follow-up feedback from the clients assures the Director that the interpreters are meeting client requirements. The follow up form can be found in the appendix.

Through the feedback form, interpreters are evaluated on their promptness, courtesy, professionalism, knowledge of needed vocabulary, cultural aspects, communication skills, helpfulness, and overall rating. Interpreters are required to carry a Feedback form with them for every appointment they do, whether it is one appointment or several throughout a day. This feedback form is also used to point out any changes or improvements that may need to be made.

The comments or recommendations are promptly discussed with the interpreter and suggestions for procedural changes are made. If such monitoring shows no need for additional one-on-one training, interpreters are then tested biannually on guidelines and standards during their first two years of employment. After two years, interpreters are tested on an annual basis.

EXPECTATIONS OF PROFESSIONAL CONDUCT

All interpreters aware of expectations of dress code, cell phone policy, display of identification/badge, a description of potential causes for termination, discipline, etc., are shared with them during orientation and the intensive training process.

Our interpreters know that if they are late twice for an appointment, they will be suspended for two months. During their initial training, new staff are also informed that one unexcused no show to an appointment will result in an immediate dismissal. All interpreters sign an agreement acknowledging these procedures.

All In One Client Testimony

"The All In One Translation Services provides interpreter services to clients at State-Operated Forensic Services, specifically Minnesota Security Hospital. It is my opinion that the agency provides competent and professional interpreter services to clients, serving those with a language provided by few interpreter agencies. The interpreters are cooperative, punctual, and willing to provide feedback to staff regarding how they perceive the client's ability to understand the information upon translation while maintaining client confidentiality."

A SHORT LIST OF CLIENTS

- ❖ Anoka County Child Support Department
- ❖ Anoka County Community Corrections
- ❖ Anoka County Fiscal Department
- ❖ Anoka County Health Department
- ❖ Anoka County Human Resources
- ❖ Anoka County Human Services IM Department
- ❖ Anoka County Sheriff's Office
- ❖ Anoka Workforce Center
- ❖ Arizant Inc.
- ❖ Armbruster Executive & Employee Benefits
- ❖ Asian Women United
- ❖ Associated Eye Care
- ❖ Autism Research Institute
- ❖ Avanti Center For Girls
- ❖ Bar None Residential Treatment Center
- ❖ Bloomington School District - ISD#271
- ❖ Brooklyn Center ISD No. 286
- ❖ Burnsville - Eagan - Savage ISD#191
- ❖ Cap Agency
- ❖ Carver County
- ❖ Carver County - Public Health
- ❖ Carver County Work Force Services
- ❖ Carver-Scott Educational Cooperative
- ❖ Cedar School, ISD #191
- ❖ Center For Diagnostic Imaging
- ❖ Center For Reproductive Medicine
- ❖ Children's Hospital
- ❖ Community Development Agency
- ❖ Covalence Plastics
- ❖ Dakota County Community Corrections
- ❖ Dakota County Court
- ❖ Dakota County Employee Relations
- ❖ Dakota Ridge High School
- ❖ Eagle Ridge Academy -Charter School
- ❖ Eastern Carver County SD 112
- ❖ Faribault Area Public Schools ISD#656
- ❖ Farmington ISD #192
- ❖ GE Water + Process Technologies
- ❖ Hennepin County
- ❖ Hennepin South Workforce Center - Human Rights Department
- ❖ Humana Insurance
- ❖ Institute for Athletic Medicine
- ❖ Integrated Home Healthcare
- ❖ Inver Grove Heights ISD# 199
- ❖ Isanti Court
- ❖ Lakeville ISD#194
- ❖ Lewis House
- ❖ Mankato Area PS ISD#77
- ❖ Manor Care Health Services
- ❖ MAPS Medical Pain Clinic
- ❖ Materials Management Division
- ❖ Metro Crisis
- ❖ Minnesota Correctional Facility-Red Wing
- ❖ Minnesota Department of Employment and Economic Development Rehabilitation
- ❖ Minnesota Department of Health
- ❖ Minnesota Workforce Center
- ❖ Minnetonka School District
- ❖ MN Attorney General's Office
- ❖ MN Department of Human Rights
- ❖ MN Office of Administrative Hearings and Minnesota Department of Labor & Industry
- ❖ MN State Services for the Blind
- ❖ MSAB - MN State Academy for the Blind
- ❖ North Memorial Medical Center
- ❖ Office of Public Defender - 5th District
- ❖ Osseo Area Schools, District 279
- ❖ Park Nicollet
- ❖ People Incorporated Home Health Agency
- ❖ Queen of Peace Hospital
- ❖ Ramsey County - Public Health
- ❖ Ramsey County Attorney's Office
- ❖ Ramsey County Community Corrections
- ❖ REM Health
- ❖ Rice County Dept. of Corrections
- ❖ Rice County Social Services
- ❖ Rosemount ISD 196
- ❖ Rosemount SD- K-12 Curriculum
- ❖ Scott County Community Development Agency
- ❖ Scott County Workforce Center
- ❖ SEIU Healthcare Minnesota
- ❖ Sherburne County Social Services
- ❖ Southern Arizona AIDS Foundation
- ❖ Southern Minnesota Regional Legal Service
- ❖ St. Louis Park Schools 283
- ❖ St. Peter Minnesota Security Hospital
- ❖ State of MN Rehabilitation Services
- ❖ Stay Well, Stay Working
- ❖ TRIA Orthopedic Center Clinic
- ❖ University OF Arizona-Medical Center
- ❖ University of Minnesota
- ❖ URS Corporation, Inc.
- ❖ Washington County Community Corrections
- ❖ Washington County Health Department
- ❖ Washington County Social Svcs
- ❖ Worthington Public Defenders Office

MEMORANDUM

To: LMRWMO Board of Managers
From: Joe Barten, Dakota County SWCD
Subject: Interstate Valley Creek Study Request for Proposals
Date: April 7, 2022

Summary

The LMRWMO has grant funding through the FY-19 Watershed Based Implementation Funding (WBIF) program from the State Board of Water & Soil Resources (BWSR). A portion of the grant is dedicated to an engineering study of Interstate Valley Creek to identify streambank erosion issues and as well as of the watershed to identify opportunities for stormwater volume and pollutant reductions. The attached Request for Proposals (RFP) outlines the project scope. The City of Mendota Heights at the time of the grant work plan creation dedicated matching funds towards the project.

The LMRWMO Administrator has worked with City of Mendota Heights staff in preparation of the RFP and requests approval to solicit proposals from qualified consultants. This will be accomplished per the schedule included within the RFP. The Administrator suggests forming a Committee of Board members and City Advisors to review and rank the proposals received and provide a recommendation to the full Board.

Board Action Requested:

- Review attached Request for Proposals for the Interstate Valley Creek Study and provide feedback.
- Consider approval of the attached request for proposals and direct the LMRWMO Administrator to seek proposals from qualified consultants.
- Consider creation of a Board Member, Alternate, and City Advisor committee to review proposals received from consultants. Request volunteers for committee.

Attached:

- Request for Proposals for Interstate Valley Creek Study



Request for Proposals for Interstate Valley Creek Stabilization and Volume Reduction Feasibility Study

Issued by: The Lower Mississippi River WMO

Dated: April 14, 2022

- A qualified respondent should review the attached specification and submit one electronic copy in PDF format via email by 5:00 pm on or before Tuesday, May 3rd, 2022 to. Hard copies will be accepted as well if received by the deadline.

Lower Mississippi River WMO
c/o: Joe Barten, Administrator
Dakota County Soil & Water Conservation District
4100 220th St. West, Suite 102
Farmington, MN 55024

Telephone: (952) 212-2266
EMAIL: joe.barten@co.dakota.mn.us

- Questions regarding this request for proposal shall be via email and must be received by the LMRWMO Administrator no later than 5:00 pm on Monday, April 25th, 2022 to:

EMAIL: joe.barten@co.dakota.mn.us

Responses from the WMO will be communicated via e-mail to all recipients of this RFP by 5:00 pm on April 27th, 2022.

I. INTRODUCTION

A. Description of Issuing Agency

Lower Mississippi River WMO
c/o: Joe Barten, Administrator
Dakota County Soil and Water Conservation District
4100 220th St. West Suite 102
Farmington, MN 55024

B. RFP Contents

This RFP contains the following sections:

- I. Introduction
- II. Project Purpose and Background
- III. Scope of Services
- IV. Timeline
- V. Instructions to Proposers
- VI. Evaluation of Proposals
- VII. Contract Terms and Conditions

II. PROJECT PURPOSE AND BACKGROUND

The Lower Mississippi River Watershed Management Organization (LMRWMO) has identified Interstate Valley Creek and its tributaries as a high priority area due to the presence of bank erosion. Additionally, it is impaired for e-coli/bacteria as part of the Upper Mississippi River bacteria TMDL. The LMRWMO seeks to identify and classify bank erosion areas through a thorough investigation, analysis, and reporting of identified stream reaches, as shown in Exhibit A. Stabilization measures specific to each location of erosion shall be analyzed to feasibility or concept level design (determined by consultant proposal), focusing on bioengineered stabilization (where possible) shall be proposed, prioritized, and ranked utilizing cost/benefit analysis.

Modifications or reconstruction of the existing weir near Valley Park, construction of additional weirs, a stream re-meander, or other larger feasible capital projects should be considered as they pertain to study goals. Both desktop analysis and thorough field reconnaissance shall be included in the study. In summary, the final report shall identify shoreline stability issues and measures to reduce shoreline erosion, identify and minimize the root causes of shoreline erosion, provide habitat benefit, consider long-term maintenance, and includes estimated costs, pollutant reduction calculations, priority practice ranking, and cost benefit analysis. Consideration of regulatory hurdles or requirements for various proposed strategies or BMPs should be included in the analysis and report. Gaps in data or recommendations for future study shall be included in report as applicable.

It is believed that high volumes of stormwater entering the stream are exacerbating streambank erosion issues. Therefore, the LMRWMO also seeks to assess the watershed hydrology through updated watershed modeling. Assessment includes identifying the location of large scale BMPs for volume reduction which could reduce overall bank erosion in the long term. Feasible BMPs shall be analyzed to feasibility or concept level design (determined by consultant proposal), mapped, evaluated for estimated costs, and assigned pollutant reductions, priority practice ranking, and cost benefit analysis. Additionally, BMPs which could help reduce bacteria/ecoli presence in the stream may also be considered, where feasible.

III. SCOPE OF SERVICES

The consultant will be required to furnish all labor, materials, transportation, tools, supplies, equipment, insurance, and any other items necessary for completing the work. All sub-consultant needs and costs expected for the tasks below shall be included with the overall costs proposed by a consultant. The LMRWMO currently has a budget of \$75,000 to complete all tasks. The scope of the proposed project includes the following tasks:

Task 1 – Review Existing Data and Plans

Consultant will provide a kickoff meeting with LMRWMO and City staff. After the meeting, the consultant will work through initial tasks to gather as much data as necessary to complete the project. Subtasks include:

- Desktop analysis of project site and sub-watersheds to identify information needs.
- Review of existing data provided by the City and LMRWMO and identification of data gaps to be addressed to fully deliver the report.

Task 2 – Assessment of Interstate Valley Creek Erosion

Identify and classify bank erosion areas through a thorough investigation, analysis, and reporting of identified stream reaches shown in Exhibit A. Subtasks include:

- Examine via field review the stream reaches and determine the extent and causes of erosion;
- Review the feasibility of implementing streambank stabilization measures along these segments of Interstate Valley Creek and tributary streams as shown in Exhibit A to reduce erosion and improve water quality;
- Assess and note the potential impact to wetlands, park areas, private property, infrastructure, and permitting implications for identified projects;
- Develop feasibility or conceptual level designs (as proposed by Consultant) and example visual details for stabilizing individually identified eroding areas;
- Provide an opinion of costs for individually located conceptual designs to stabilize the streambanks and minimize erosion, as well as complete pollutant calculations, priority ranking, and cost benefit analysis using MN Board of Water and Soil Resources (BWSR) accepted pollutant reduction/water quality benefit estimation tools;
- A progress meeting will be conducted with project partners (City Staff and LMRWMO Staff) to discuss potential projects after field review has been completed;
- Project partners shall be allowed to review the draft plan prior to finalization and with sufficient time for modifications as necessary, to provide feedback on content;
- Incorporate project partner feedback and comments as appropriate.

ALTERNATE Task 3 – Assessment of Interstate Valley Creek Tributaries

Identify and classify bank erosion areas through a thorough investigation, analysis, and reporting of two ALTERNATE stream reaches, Wentworth and Marie Creeks, shown in Exhibit A, with same requirements as described in Task 2. Erosion issues were identified on Marie Creek in a 2006 Study (found on WMO website). Provide separate cost for ALTERNATE Task 3 in proposal.

Task 4 – Watershed Analysis Study to Identify Volume Reduction BMPs

The purpose of this study is to provide BMP options that will reduce stream channel erosion through stormwater volume and peak flow reduction achieved by implementation of BMPs. Potential BMPs have previously been identified in a 2003 Barr Engineering Water Quality Modeling Study (found on

WMO website), though additional BMPs or projects are expected to be identified and/or refined by consultant.

This study will use a combination of existing stormwater infrastructure, GIS, and BMP data provided by the City, along with computer stormwater modeling to determine existing and future conditions and identify potential BMP locations. The final deliverable will be a planning level report that will include methods, modeling results, recommendations, proposed BMPs, detailed subwatersheds, storm sewer outlets to creek, GIS figures, and information to compare BMPs within the Interstate Valley Creek watershed, as shown in Exhibit B and as described below. Subtasks include:

- Assess the watershed hydrology through watershed modeling (model to be proposed by Consultant and approved by project partners), verify existing conditions;
- Using professional judgement, assess the watershed to identify the most suitable potential locations of BMPs for the reduction of volume, phosphorus, sediment, and e-coli on both public and private property;
- Assess the feasibility of implementing BMPs in areas tributary to Interstate Valley Creek via field visits and development of conceptual level designs, GIS mapping, and example visual details for BMPs;
- Assess and note the potential impact to wetlands, park areas, private property, infrastructure, etc. and permitting implications for identified projects;
- Complete future conditions modeling and provide an opinion of costs for conceptual design options for identified BMPs as well as pollutant calculations, priority ranking, and cost benefit analysis using appropriate pollutant reduction/water quality benefit estimation tools;

Task 5 – Final Deliverables

Provide a comprehensive report which accomplishes project objectives. Subtasks include:

- All work and deliverables must be completed by November 30th, 2022.
- The main final deliverable will be a high-quality electronic format copy of the report, along with associated graphics, maps, tables, and supporting information.
- Provide all GIS data and layer shapefiles with associated project attributes.
- Additional final deliverables include all electronic drawings, reports, maps, stormwater modeling data, and other work products prepared or produced in performance of this Contract which shall be transmitted to the WMO in their original electronic form prior to completion of the project and final payment.

IV. TIMELINE

Project Timeline

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of the WMO.

Task	Timeline
Release of RFP	April 14 th , 2022
Deadline for Questions Regarding RFP	April 25 th , 2022
Deadline for Response to Consultant Questions	April 27 th , 2022
Deadline for Submittal of Proposals	May 3 rd , 2022 (5:00 pm)

Task	Timeline
Proposal Review	May 4-8 th , 2022
Selection of Contractor	May 11 th , 2022
Execute Contract	As soon after selection as possible
Commence Work/Services	As per proposal
Complete Work/Services	As per proposal
Final Report Provided to the LMRWMO Board	Prior to November 30th, 2022

V. INSTRUCTIONS TO PROPOSERS

A. General Information

1. Submittal of Proposals

Proposers shall submit one electronic copy of their proposal to Joe Barten via email at: joe.barten@co.dakota.mn.us.

All proposals shall be received no later than 5:00 pm on Tuesday, May 3rd, 2022. Proposals received after this time may be rejected. The WMO reserves the right to accept or reject any proposals.

2. Proposal Format

Proposals shall be prepared on 8-1/2" x 11" format. Maps or appendices may be in larger format. Index the proposal and sequentially number all pages throughout or by section. All text and exhibits should be succinct and relevant to the RFP requirements.

3. Examination of RFP

By submitting a proposal, the Proposer represents that the proposer has thoroughly examined and become familiar with the work required under this RFP and that the proposer is capable of performing quality work to achieve the objectives of the WMO.

4. Addenda/Clarifications

Any changes to this RFP will be made by the WMO through a written addendum transmitted via e-mail as noted in the project timeline. No verbal modification will be binding.

5. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Proposer in: 1) preparing its proposal in response to this RFP; 2) submitting the proposal to the WMO; or 3) any other expenses incurred by the Proposer prior to the date of execution of the proposed agreement.

The WMO shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals.

6. Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Proposer. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

7. Contract Award

Issuance of this RFP and receipt of proposals do not commit the WMO to award a contract. The WMO reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP.

8. Joint Offers

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The WMO intends to contract with a single firm and not with multiple firms doing business as a joint venture.

9. Contact Person

The Proposer's sole point of contact with the WMO for this proposal is Joe Barten, LMRWMO Administrator.

10. WMO Rights

The WMO may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. The WMO reserves the right to:

- a. Reject any or all proposals.
- b. Cancel the Request for Proposals;
- c. Issue a subsequent Request for Proposals;
- d. Remedy technical errors in the Request for Proposal;
- e. Appoint evaluation committees to review proposals;
- f. Establish a short list of 3 Proposers eligible for interview after evaluation of written proposals;
- g. Negotiate with any, all, or none of the RFP respondents; and
- h. Reject and replace one or more subcontractors.

11. Ownership of Proposals

All submitted proposals become the property of the WMO. By submitting a proposal, the Proposer agrees that the WMO may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public data. The proposer consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

B. Components for the Proposal

1. Letter of Transmittal

Address the letter of transmittal to the address set forth on the cover page of this RFP and include, at a minimum, the following:

- a. Identification of the offering firm(s), including name, address, and telephone number of each firm;

- b. Acknowledgment of receipt of RFP addenda, if any;
- c. Name, title, address, telephone and email address of contact person during period of proposal evaluation;
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Proposer's Team

Identify the interrelationship of the Proposer's team members and key personnel. Identify the team members' areas of responsibility. Provide subcontractors' company name, address, contact person, and telephone number. Describe your previous experience working with each subcontractor (if applicable).

3. Qualifications and Experience

Identify similar projects undertaken by the Proposer's team within the last five (5) years. Document the team members' actual responsibility on each project. The subcontractors' projects should be similar to the work they will perform on this project. For each project, provide the contact information for the client who is familiar with the firm's key personnel.

4. Key Personnel

For each of the key personnel shown, provide a brief resume. A longer résumé may be used for the project manager. Include in the project manager's résumé a summary of experience with any specialization or expertise at the local, state and national level needed for the project.

5. Work Plan and Budget for Scope of Services

The proposal should demonstrate the Proposer's understanding of the project intent, goals, and deliverables. The proposal must include a clear description of the methods or process to be used to complete each task in the scope of services along with a project schedule that details tasks, timelines, and work products.

The Proposer shall provide a detailed budget and not to exceed cost for the proposed project. The budget should include each of the tasks in the scope of services and provide:

- a. Professional fees, including hourly rates and number of hours to be worked per person
- b. Direct expenses (equipment, supplies, etc.)
- c. Other (contract labor, travel, etc.)

6. Conflict of Interest

The Proposer must identify any potential conflict of interest it may have providing the services contemplated by this RFP.

7. Appendix.

Include other information you believe may be valuable in reviewing the qualifications of your firm.

VI. EVALUATION OF PROPOSALS

Each proposal will be assessed by project partners for its response to the needs outlined in the RFP. Factors to be considered during the review include, but will not be limited to the following:

1. Qualifications and experience of the Firm, Project Manager, and key staff proposed to work on the project and availability.
2. Understanding of project requirements.
3. Completeness and clarity of proposal which demonstrates a thorough approach to study and report, overall understanding of the project objective and individual work tasks, appropriate level of detail, documentation, and back-up material.
4. Responsiveness to the client, clarity of proposed schedule, and ability to complete within required timeline.
5. Fee estimate and value of fee estimate: total project cost, appropriately assigning qualified personnel to complete tasks, and demonstrating value in the allocation of staff hours to project tasks.
6. Any other factors deemed relevant by the LMRWMO and partners.

The LMRWMO reserves the right to consider any additional information gathered by the LMRWMO or submitted by the consultant to evaluate the submitted proposal. The LMRWMO reserves the right to request interviews of consultants prior to selection if necessary.

Lowest cost will not be the sole determining factor in awarding a contract. Rather, the LMRWMO may award the contract to the consultant whose proposal represents the best value proposal, as determined by the evaluation criteria above.

VII. CONTRACT TERMS AND CONDITIONS

The following terms and conditions, together with any necessary State requirements, shall be incorporated into the agreement with the successful proposer.

A. Term

The term of the contract awarded under this RFP shall commence on approximately, May 12th, 2022 and end no later than November 30th, 2022. Final billing from Consultant must be received no later than January 5th, 2023.

B. Contract

The selected Contractor must be willing to sign a contract that has the terms set forth in the form of the contract attached, including the following attachments to such form contract:

- Attachment A Request for Proposals
 - Exhibit A - Stream Study Areas (Primary and Alternate)
 - Exhibit B - Watershed Area
- Attachment B Response to Request for Proposal
- Attachment C Certificate(s) of Insurance

The below is a template contract and the WMO has the right to make any additions, deletions, changes and modifications to the form contract as it deems necessary, prior to the award of the contract.

Exhibit A

Interstate Valley Creek Stream Erosion Study Area

Wentworth Creek

Marie Creek

Interstate Valley
Creek




Legend

- IVC Mainstem
- (Alternate Area) Wentworth Creek
- (Alternate Area) Marie Creek
- IVC Watershed
- LMRWMO Watersheds

Exhibit B

Interstate Valley Creek (IVC) Watershed

Legend

-  Lower Miss River WMO
-  Interstate Valley Creek Watershed
-  LMRWMO Watersheds

IVC Watershed Area:
Approx. 4,300 acres

DAKOTA COUNTY



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(TEMPLATE INFORMATION)

**EXAMPLE CONTRACT BETWEEN THE LOWER MISSISSIPPI RIVER
WATERSHED MANAGEMENT ORGANIZATION
AND _____ FOR
PROFESSIONAL CONSULTING & ENGINEERING SERVICES
FOR A 4th GENERATION WATERSHED MANAGEMENT PLAN**

This Contract is made and entered into between the Lower Mississippi River Watershed Management Organization, a joint powers organization, hereinafter "WMO" and _____, hereinafter "Contractor".

WHEREAS, the WMO requires services for Professional Consulting & Engineering Services for the development of a 4th Generation Watershed Management Plan, as identified in the WMO's request for Proposal dated (Insert Date), attached hereto and incorporated herein as Attachment A.

WHEREAS, Contractor desires to and is capable of providing the necessary services according to the terms and conditions stated herein and as expressed in Contractor's Response to Request, dated _____, attached hereto and incorporated herein as Attachment B.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. CONTRACTOR'S OBLIGATIONS

- 1.1 General Description. Contractor shall provide the services described in Attachments A and B.
- 1.2 Conformance to Specifications. Services provided shall be in accordance with the criteria set out in Attachments A and B.
- 1.3 Conflict of Terms. In the event there is a conflict between the terms of Attachment A and Attachment B, the terms of Attachment A shall govern. In the event of a conflict between the terms of this Contract and Attachments A or B, the terms of this Contract shall govern.

2. PAYMENT

- 2.1 Total Cost. The total amount to be paid by the WMO pursuant to this Contract shall not exceed \$_____.
- 2.2 Compensation. The WMO shall pay for services at the rates set out in the rate schedule set forth in Attachment B. Before final payment of the contract balance will be made, Contractor shall comply with the provisions of Minn. Stat. § 270C by providing satisfactory proof of payment of payroll taxes.
- 2.3 Time of Payment. The WMO shall make payment to Contractor within sixty (60) days of the date on which each invoice is received. If an invoice is incorrect, defective, or otherwise improper, the WMO will notify Contractor within 21 days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the WMO will make payment within sixty (60) days.
- 2.4 Late Request for Payments. The WMO has the right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.
- 2.5 Payment for Unauthorized Claims. The WMO may refuse to pay a claim which is not specifically authorized by this Contract or Amendment. Payment of a claim shall not preclude the WMO from questioning the propriety of the claim. The WMO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

- 2.6 Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the WMO shall pay to Contractor for services provided in accordance with accepted industry standards, a sum based upon the actual time spent at the rates stated in paragraph 3.2. In no case shall such payment exceed the total value of services for the phase of work in which termination occurs.

3. COMPLIANCE WITH LAWS/STANDARDS

- 3.1 General. Contractor shall comply with all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect as of the date of this Contract or hereafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are included as Exhibit 1 to Attachment A and incorporated herein by reference.
- 3.2 Licenses. Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by this Contract.
- 3.3 Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

4. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between WMO and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Contractor shall have discretion as to working methods, hours and means of operation. Contractor acknowledges and agrees that Contractor and Contractor's employees are not entitled to receive any of the benefits received by the WMO members and are not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

5. INDEMNIFICATION

Claims that arise or may arise against the Contractor, its agents, servants or employees as a consequence of any negligent act or omission on the part of Contractor or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the WMO. Contractor shall indemnify and hold harmless the WMO, its officers and employees against liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the WMO, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act, error or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

6. INSURANCE

- 6.1 General Terms. In order to protect itself and to protect the WMO under the indemnity provisions set forth above Contractor shall, at Contractor's expense, procure and maintain policies of insurance covering the term of this Contract, as set forth in Exhibit 2 to Attachment A, which is attached and incorporated herein. All retentions and deductibles under such policies of insurance shall be paid by Contractor. Each such policy of insurance shall contain a clause providing that such policy shall not be cancelled by the issuing insurance company without at least 10 days' written notice to the WMO of intent to cancel.
- 6.2 Certificates. Prior to or concurrent with execution of this Contract, Contractor shall file certificates or certified copies of such policies of insurance with the WMO and such proof of insurance shall be attached and incorporated herein as Attachment C.
- 6.3 Failure to Provide Proof of Insurance. The WMO may withhold payments or immediately terminate this Contract for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

7. SUBCONTRACTING

Neither the Contractor nor the WMO shall enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

Any subcontractor approved by the WMO will be required to provide proof of insurance to the WMO in coverage and amounts the same as set forth in Paragraph 7.1, above. All fees for services and all job supervision will remain the obligation of the Contractor.

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

8. TIMELINESS

Failure by a party to perform its obligations in accordance with mutually agreed upon schedule may be considered by the other party as a material breach, subject to termination as provided in Section 10.

9. DEFAULT: FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers; provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

10. TERMINATION

The WMO may terminate this Agreement or any part thereof at any time, upon written notice to Contractor, effective upon delivery including delivery by facsimile or email. In such event, Contractor will be entitled to compensation for work performed up to the date of termination based upon a pro rata basis.

10.1 Duties of Contractor Upon Termination. Upon Termination, and except as otherwise provided, Contractor shall:

- A. Discontinue provision of services under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Cancel all orders and subcontracts to the extent that they relate to the performance of services canceled by the Notice of Termination.
- C. Complete performance of such services as shall not have been canceled by the Notice of Termination.
- D. Return all WMO property in the Contractor's possession within seven days to the extent that it relates to the performance of services under this Contract.
- E. Submit an invoice for the performance of services prior to the effective date of termination within thirty (30) days of said date.
- F. Maintain all records relating to the performance of the Contract as may be required by the WMO or State law.

10.2 Duties of WMO Upon Termination. Upon Termination, and except as otherwise provided, the WMO:

- A. Shall, within 60 days after receipt of final invoice from Contractor, make final payment for any services satisfactorily provided through the date of termination in accordance with the terms of this Contract.
- B. Shall not be liable for any services provided after Termination, except as stated above or as authorized by the WMO in writing.

10.3 Effect of Termination. Termination of this Contract shall not discharge any liability, responsibility or right of any party which accrued prior to the effective date of termination.

11. CONTRACT RIGHTS/REMEDIES

11.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.2 Waiver. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the WMO and Contractor.

12. AUTHORIZED REPRESENTATIVE

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the WMO, the authorized representative shall

have only the authority specifically or generally delegated by the WMO Board of Managers. Notification required to be provided pursuant to this Contract shall be provided to the following named persons at the addresses shown unless otherwise stated in this Contract, or in a modification of this Contract.

To Contractor:

Name _____
Address _____

e-mail _____
Telephone: _____

To the WMO:

Joe Barten, Administrator
c/o Dakota County SWCD
4100 220th St. West, Suite 102
Farmington, MN 55024

joe.barten@co.dakota.mn.us
Telephone: (651) 480-7784

In addition, notification to the WMO regarding breach or termination shall be provided to the office of the WMO's Attorney:

Roger Knutson
Campbell, Knutson, Scott and Fuch, P.A.
1380 Corporate Center Drive
Eagan, MN 55121

13. LIAISON

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

Contractor's Liaison: _____
Phone Number: _____
Email: _____

WMO Liaison: Joe Barten, WMO Administrator
Phone Number: (651) 480-7784
Email: joe.barten@co.dakota.mn.us

14. ANTITRUST

The Contractor hereby assigns to the State of Minnesota, any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

15. OWNERSHIP OF INSTRUMENTS OF SERVICE

- A. Contractor acknowledges that performance of this Contract may result in the development of new and valuable proprietary and secret concepts, methods, techniques, processes, adaptations or ideas. Contractor agrees that the same shall belong solely and exclusively to the WMO. Contractor expressly disclaims and waives all rights to new ideas which result from or are incident to any performance of this Contract, including without limitation, rights to patents, copyrights, trade secrets or proprietary information.

- B. The WMO shall own all drawings, specifications, reports, maps and other work products prepared or produced in performance of this Contract which shall be transmitted to the WMO in their original electronic and hard copy (if applicable) form either via electronic transfer or flash drive prior to completion or termination of the project and final payment to Contractor.
- C. Reuse by the Owner of any documents and/or services pertaining to this project or extensions of this project or on any other project shall be at the Owner's sole risk. The WMO shall not reuse or modify the work product for use at any other project without the approval of the Contractor, which shall not be unreasonably withheld.
- D. Where applicable, works of authorship created by Contractor for the WMO in performance of this Contract shall be considered "works made for hire" as defined in the U.S. Copyright Act. Contractor shall, upon the request of the WMO, execute all papers and perform all other acts necessary to assist the WMO to obtain and register copyrights on such material.

16. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by authorized representatives of the WMO and Contractor.

17. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

18. DISPUTES AND MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and the WMO agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

19. MERGER

19.1 Final Agreement. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

19.2 Attachments. Attachments A through and including D are attached and incorporated herein by reference.

Attachment A WMO's Request for Proposals

Exhibit 1: Standard Assurances

Exhibit 2: Insurance Terms

Attachment B Contractor's Response to Request for Proposals

Attachment C Contractor's Certificate of Insurance

20. The covenants and agreements herein which by their terms are to have effect or be performed after the expiration or termination of this Contract shall survive the expiration or termination hereof.

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

CONTRACTOR

By _____

Title _____

Date _____

LMRWMO

By _____

Chair, LMRWMO Board of Managers

Date

By _____

Vice Chair, LMRWMO

Date

Exhibit 1

STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, § 29 U.S.C. § 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (WMO), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the WMO and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

EXHIBIT 2
INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

 X 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide WMO with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to WMO of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify WMO from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide WMO with evidence of such insurance coverage.

 X 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Contractor agrees to maintain completed operations coverage as required hereunder, whether on an annual liability policy basis or otherwise, for a minimum of three (3) years after Contract termination.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

 X Such policy(ies) shall name Lower Mississippi River WMO, its officers, employees and agents as Additional Insureds on a primary and non-contributory basis thereunder.

 X 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,000,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for the WMO hereunder. Contractor further agrees that it will, throughout the one (1) year period of required coverage, provide the WMO a renewed Certificate of Insurance which identifies the carrier and limit for the WMO's review. The Contractor will endeavor to provide the Certificate 10 days prior to renewal to the WMO with all pertinent information.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include the Lower Mississippi River WMO, its officers, employees and agents as Additional Insureds on a primary and non-contributory basis thereunder.

☒ 5. Additional Insurance. The WMO shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as the WMO may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide the WMO with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide the WMO with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Lower Mississippi River WMO Certificate of Insurance, and shall contain sufficient information to allow the WMO to determine whether there is compliance with these provisions. At the request of the WMO, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to the WMO prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financial responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the WMO. Such acceptance by the WMO shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, the WMO shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to the WMO. If the WMO does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to the WMO.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, the WMO shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefore and to pay the cost thereof to the WMO immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of the WMO, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of the WMO under this section. Such loss information shall include such specifics and be in such form as the WMO may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases the WMO, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of the WMO or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of the WMO, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by the WMO, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by the WMO, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

LMRWMO Plan Update – April 2022

10.1 Plan Update Status

Phase	Memo Section	Task description	stakeholder engagement						2021												2022											
			managers	TAC	CAC	cities	agencies	public	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
prepare draft plan	NA	aggregate data and update inventory	X			X	X																									
	NA	Board prioritization of issues and resources	X													X	X															
	NA	establish measurable goals	X	X														X	X	X	X											
	NA	review policies and performance standards	X	X		X													X	X	X											
	NA	update targeted implementation program	X	X	X	X															X	X										
	NA	compile draft plan and graphic executive summary	X																			X										
review, revise, and obtain approval	NA	revise plan per board feedback	X																													
	NA	conduct formal 60-day review and respond to comments	X			X	X	X																								
	NA	host public meeting	X			X	X	X																								
	NA	revise and resubmit plan	X				X																									
	NA	produce and distribute plan	X																													

Current Tasks:

- Revise implementation schedule
- Compile draft Plan document

Upcoming Tasks:

- Finish drafting Plan document
- Internal review of draft Plan
- Formal 60-day review of draft Plan

resourceful. naturally.
engineering and environmental consultants



Memorandum

To: Lower Mississippi River Watershed Management Organization Board of Managers
From: Greg Williams, PE, Barr Engineering Co.
Subject: Draft implementation program for LMRWMO Watershed Management Plan Update
Date: April 7, 2022
Project: 23191436
c: Joe Barten, LMRWMO Administrator

The Lower Mississippi River Watershed Management Organization (LMRWMO) Board of Managers are in the process of updating the LMRWMO Watershed Management Plan (Plan). The Plan will include a targeted implementation schedule that lays out the programs, activities, and projects to be performed by the LMRWMO, including those performed in cooperation with member cities and other partners.

A working draft of the implementation schedule is attached in two formats: 1) presenting activity descriptions, proposed funding source(s), potential partner(s), and total estimated costs, and 2) presenting estimated costs by year. Activities in the attached table are organized into the following categories:

- Studies
- Projects
- Education and outreach
- Monitoring
- Engineering
- Administration

Barr Engineering Co. (Barr) staff and the LMRWMO Administrator developed the draft implementation schedule with consideration for items from the 2011 LMRWMO Plan (as amended), member city local water management plans, current LMRWMO budget and work plan, and other items identified during the Plan update process. For each item, the implementation schedule includes an activity description, proposed funding source(s), potential partner(s), and estimated costs (cost estimates for several studies and projects are still pending).

The studies and projects sections include several projects identified as priorities for member cities. Inclusion of city projects within the LMRWMO implementation schedule is recommended to improve eligibility for watershed-based implementation funding (WBIF) and other grant funding sources. The technical advisory committee (TAC) met on March 31, 2022, to review the draft implementation schedule. TAC input has been incorporated into the attached draft.

Requested Manager Action:

Review the attached draft implementation schedule and provide input at the April 13, 2022, Board of Managers meeting.

Implementation Activity Descriptions

Table 6-1 LMRWMO Implementation Schedule with Descriptions - DRAFT 4/7/2022

Cate- gory	2011 WMO Plan table or other source	2011 Plan ID No	Activity ID	Activity	Activity Description	Funding Source	Priority Level	Partners	LMRWMO Costs	Estimated Grant Funds	Total 10-year cost
Studies	new		S-1	Ivy Falls Creek Study Erosion and Watershed Study	Evaluate condition of existing grade structures and additional erosion prone areas throughout Ivy Falls Creek and study subwatershed to identify opportunities for volume reduction. In process through this WBIF cycle.	Grants, Partner Funds	High	Cities	TBD ¹	TBD ²	\$ -
	new		S-2	Ivy Falls Creek Waste Dump Assessment	The LMRWMO will work with the City of St. Paul to evaluate the historic dump site at the outfall of Ivy Falls Creek to Pickerel Lake. Assess potential contamination sources and need for remediation or cleanup at the site. Site located in Dakota County and on St. Paul parks property. PM - can meet with Joe and Parks to get more info on site.	Grants, Partner Funds	Medium	St. Paul, Dakota County	TBD ¹	TBD ²	\$ -
	new		S-3	Thompson Lake Subwatershed Assessment	The LMRWMO will work with the City of West St. Paul to assess the watershed of Thompson Lake and work with public and private landowners to identify stormwater BMPs to reduce pollutants (including phosphorus, sediment, and chloride) entering the Lake.	Grants, Partner Funds	High	West St. Paul	TBD ¹	TBD ²	\$ -
	Table 6-3	8	S-4	Mississippi River Direct Drainage Stormwater Management	The LMRWMO will assess all outfalls to the Mississippi River and identify opportunities to reduce floatable trash and sediment reaching the river via stormwater ponds, hydrodynamic separators, or other appropriate BMPs. Already planned and budgeted for.	WBIF	High	Cities, Counties	\$ 10,200	\$ 91,800	\$ 102,000
	new		S-5	LMRWMO Outfall Monitoring Feasibility Study	The LMRWMO will identify priority outfalls to the Mississippi River for future water quality and/or hydrologic monitoring to better understand pollutant loading to streams and the Mississippi River.	Grants, Partner Funds	High	Cities	TBD ¹	TBD ²	\$ -
	new		S-6	LMRWMO Stream/Creek Monitoring Feasibility Study	The LMRWMO will identify optimal locations for issue identification for creeks/streams that outlet to the Mississippi River for future water quality and/or hydrologic monitoring to better understand pollutant loading to streams and the Mississippi River.	Grants, Partner Funds	Medium	Cities	TBD ¹	TBD ²	\$ -
	new		S-7	Watershed Wide Comprehensive Study (HHPLS)	Combine City GIS, storm sewer, and subwatershed data to create a comprehensive watershed-wide hydrologic, hydraulic, and pollutant loading model. Model would be maintained by LMRWMO staff and updated annually (?) and may be used to assess potential project impacts/benefits and for prioritization based on pollutant loading. Recommend including early in implementation plan to be of most benefit to cities. Cities may ask WMO to do analysis for them on projects.	Grants, Partner Funds	Medium	Cities	TBD ¹	TBD ²	\$ -
	Mendota Heights Plan		S-8	Rogers Lake Subwatershed Assessment	The LMRWMO will work with the City of Mendota Heights to assess the watershed of Rogers Lake and work with public and private landowners to identify stormwater BMPs to reduce pollutants (including phosphorus, sediment, and chloride) entering the Lake.	Grants, Partner Funds	Medium	Mendota Heights	TBD ¹	TBD ²	\$ -
	new		S-9	Kaposi Creek Daylighting Study	The LMRWMO will work with South St. Paul to evaluate streambank stability, opportunities to reduce pollutant loading in the watershed, and benefits and feasibility of daylighting Kaposia Creek to the Mississippi River.	Grants, Partner Funds	Medium	South St. Paul	TBD ¹	TBD ²	\$ -
	St Paul Plan		S-10	Dodd Road Study	The LMRWMO will work with St. Paul and West St. Paul to update the 2009 study addressing inter-community flows between St. Paul and West St. Paul to incorporate recent modifications and identify opportunities for future improvements.	Grants, Partner Funds	Low	St. Paul, West St. Paul			\$ -
	new		S-11	Well and/or Septic Study?	Omitted pending confirmation with IGH and Dakota County staff	Grants, Partner Funds	Low	Cities, Dakota County	TBD ¹	TBD ²	\$ -
	new		S-12	Wetland and Waterway Inventory and Analysis Study	Omitted as lower priority for Cities/partners due to developed nature of the watershed	Grants, Partner Funds	Low	Cities	TBD ¹	TBD ²	\$ -
	Table 6-2	14	P-1	Implement small scale stormwater BMPs	Provide financial support and technical assistance for projects providing stormwater management, erosion control, shoreline restoration, and native vegetative habitat. The LMRWMO will fund cost-share grants for small-scale residential projects. Project funding and technical assistance will be administered through the Dakota County SWCD's Landscaping for Clean Water Grant program (or similar program).	General Fund	High	Cities, SWCDs, private landowners	\$ 20,000	\$ 100,000	\$ 120,000
	new		P-2	Implement targeted medium to large scale stormwater BMPs	Provide financial support for voluntary projects providing stormwater management, erosion control, and shoreline/streambank restoration or portions of projects exceeding applicable performance standards. The LMRWMO will providing matching funds in the following amounts. Additional project funding and technical assistance could be administered through the Dakota County SWCD's Conservation Initiative Funding program (\$10,000), or Community Conservation Partnership grant program (\$20,000). Other funding amounts or grant programs to support could be considered. Projects shall be directly benefiting LMRWMO priority level 1 lakes/streams, the Mississippi River, or City-identified priorities (?). Additional discussion needed to clarify types of projects and applicable resources/geography. Ravine South of Byrant Avenue?	Grants	Medium		\$ 30,500	\$ 274,500	\$ 305,000
	new		P-3	Implement stormwater management and/or shoreline improvement projects at Lake Augusta	The LMRWMO will work with the City of Mendota Heights to implement projects to improve the water quality of Lake Augusta. Projects may include those identified in the Lake Augusta feasibility study and/or other investigations.	Grants, Partner Funds	High	City of Mendota Heights	TBD ¹	TBD ²	

Implementation Activity Descriptions

Table 6-1 LMRWMO Implementation Schedule with Descriptions - DRAFT 4/7/2022

Cate- gory	2011 WMO Plan table or other source	2011 Plan ID No	Activity ID	Activity	Activity Description	Funding Source	Priority Level	Partners	LMRWMO Costs	Estimated Grant Funds	Total 10-year cost
Projects	Table 6-1	4	P-4	Mississippi River Direct Drainage Stormwater Projects	The LMRWMO will cooperate with MDNR, Dakota County, Ramsey County, and member cities to implement water quality improvement projects at or downstream of priority Mississippi River outfall locations identified in the LMRWMO's 2022 study or similar assessments. Projects may include ravine stabilization/restoration, stormwater ponds, hydrodynamic separators, or other practices to reduce floatable trash and/or sediment loads.	Grants, Partner Funds	High	Cities, Counties, Agencies	TBD ¹	TBD ²	
	Table 6-1	3	P-5	Implement stabilization projects along Interstate Valley Creek	The LMRWMO will cooperate with member cities to implement streambank stabilization and improvement projects along Interstate Valley Creek (e.g., at Marie Avenue)	Grants, Partner Funds	High	Cities	TBD ¹	TBD ²	
	Table 6-1	5	P-6	Implement stabilization projects along Ivy Falls Creek	The LMRWMO will cooperate with member cities to implement streambank stabilization and improvement projects along Ivy Falls Creek (e.g., at Thompson Avenue, Delaware Avenue)	General Fund	High	Cities	TBD ¹	TBD ²	
	new		P-7	Thompson Lake Watershed BMPs	Implement BMPs identified in the Thompson Lake watershed to reduce pollutants entering Thompson Lake.	Grants, Partner Funds	High	West St. Paul	TBD ¹	TBD ²	
	new		P-8	Seidls Lake Improvements	The LMRWMO will work with the Cities of Inver Grove Heights and South St. Paul to implement projects to improve the water quality of Seidls Lake. Projects may include those identified in the Seidls Lake feasibility study and/or other investigations. In process at time of Plan update.	Grants, Partner Funds	High	South St. Paul, Inver Grove Heights	TBD ¹	TBD ²	
	Mendota Heights Plan		P-9	Rogers Lake Watershed BMPs	Implement BMPs identified in the Rogers Lake watershed to reduce pollutants entering Rogers Lake. Would be pending outcome of study.	Grants, Partner Funds	Medium	Mendota Heights	TBD ¹	TBD ²	
	new		P-10	Kaposia Creek Daylighting	Implement recommendations of Kaposia Creek watershed and daylighting study.	Grants, Partner Funds	Medium	South St. Paul	TBD ¹	TBD ²	
	St. Paul Plan Mendota Heights Plan South St. Paul Plan		P-11	Stormwater BMPs implemented with City street reconstruction projects	The LMRWMO will work with member cities to implement stormwater BMPs constructed as part of street reconstruction/redevelopment projects. Priority is given to intercommunity drainages. Possible locations include: - South St. Paul: Concord Street - Mendota Heights: Sylvandale, Brompton/London, Centerpoint/Commerce, Avanti/Twin Circle, South Plaza Dr/Mendakota Ct - St. Paul: projects in vicinity of Dodd Road, West Side Flats - IGH: ??	Grants, Partner Funds	Medium	Cities			
	St. Paul Plan		P-12	Regional Volume Reduction Project Implementation	City of St. Paul volume reduction study (2014) analyzed public properties (City, County, State, Schools) within St. Paul for suitability of regional stormwater management potential. Project implementation is opportunity based in conjunction with adjacent reconstruction activities. Support from LMRWMO may be warranted for grant applications, agency coordination, etc. LMRWMO priority level may be low-medium based on the opportunistic nature of implementation.	Grants, Partner Funds	Medium	St. Paul	TBD ¹	TBD ²	
	Inver Grove Heights Plan		P-13	Northwest Area Stormwater Improvements?	Omitted pending discussion with IGH staff. May be included in other general items above.	Grants, Partner Funds	??	Inver Grove Heights	TBD ¹	TBD ²	
	Inver Grove Heights Plan		P-14	Various PSIG ID'd Dry and Wet Detention basins?	Omitted pending discussion with IGH staff. May be included in other general items above.	Grants, Partner Funds	??	Inver Grove Heights	TBD ¹	TBD ²	
	new		P-15	Outcome from well or septic study.....?	Omitted pending discussion with IGH and Dakota County staff.	Grants, Partner Funds	Low	Cities, Dakota County	TBD ¹	TBD ²	
	Table 6-2	5	ED-1	Maintain Website	The LMRWMO maintains a website. LMRWMO staff and/or partners will post relevant news, educational materials, meeting dates, studies, reports, planning documents, and links to partner websites.	General Fund	High	Dakota SWCD	\$ 27,000	\$ -	\$ 27,000
	Table 6-2	9	ED-2	Prepare and distribute (twice annually) an electronic newsletter	LMRWMO will contract with educational staff (Dakota SWCD or other) to prepare a email newsletter to be distributed twice annually.	General Fund	High		\$ 22,500	\$ -	\$ 22,500
	Table 6-2	12 (and sub items)	ED-3	Coordinate with member cities to develop and distribute educational information	LMRWMO will continue to maintain membership in the Metro Watershed Partners education consortium (or similar program). LMRWMO staff will coordinate with share educational materials from Metro Watershed Partners that assist Member Cities with accomplishing their MS4 requirements. LMRWMO staff will coordinate with member cities and Dakota SWCD staff to distribute educational information related to water quality issues via partner social media, websites, newsletters, and other media.	General Fund	High	Cities, Dakota County, Ramsey County, SWCDs	\$ 15,000	\$ -	\$ 15,000
	Table 6-2	12a, 14	ED-4	Workshops for stewardship and stormwater management practices	The LMRWMO will provide financial support to fund the Dakota County SWCD's Landscaping for Clean Water training/workshops (or similar program) to support landowner stormwater management and natural resource stewardship activities.	General Fund	High	Cities, Dakota SWCD, Ramsey CD			

Implementation Activity Descriptions

Table 6-1 LMRWMO Implementation Schedule with Descriptions - DRAFT 4/7/2022

Cate- gory	2011 WMO Plan table or other source	2011 Plan ID No	Activity ID	Activity	Activity Description	Funding Source	Priority Level	Partners	LMRWMO Costs	Estimated Grant Funds	Total 10-year cost
Education and Public Involvement	Table 6-2	12	ED-5	Stormwater stenciling/signage program	The LMRWMO will implement or support a storm drain stenciling or similar educational signage program to residents, volunteers, or other groups to promote public awareness of resource management and pollution prevention.	General Fund	Medium	Cities			
	Table 6-2	12a, 12g	ED-6	Engage residents through attendance at public events	LMRWMO staff, Managers, and/or member City staff attend community events to engage residents and provide educational information about the LMRWMO, water and natural resource issues, and best management practices.	General Fund	Medium	Cities, Dakota SWCD, Ramsey CD			
	Table 6-2	12c	ED-7	Provide multi-lingual education and outreach material and/or training	LMRWMO staff will engage partners to assist in providing multi-lingual communications and educational material and/or water resources training opportunities on a bi-annual basis.	General Fund	Medium	Cities, Dakota County			
	Table 6-2, new	12	ED-8	Provide chloride reduction training and/or educational materials	LMRWMO staff will engage partners or assist in providing communications and educational material and/or water resources training for chloride reduction on a bi-annual basis. Training may focus on waterbodies with chloride impairments.	General Fund	Medium	Dakota County			
	Table 6-2, new	12d	ED-9	Coordination with Dakota SCWD and member cities for K-12 programming	LMRWMO staff will coordinate with and/or provide financial support to member cities and/or partner with the Dakota SWCD to develop K-12 water resources educational programming for schools within the LMRWMO.	General Fund	High	Cities, Dakota SWCD, Ramsey CD	\$ 37,500	\$ -	\$ 37,500
	new		ED-10	Coordinate with partners to identify and support volunteer efforts	LMRWMO staff will work with member cities to identify and facilitate opportunities for volunteers, future, or past Water Stewards to participate in water quality monitoring, and other education opportunities.	General Fund	Medium	Cities, Dakota SWCD, Ramsey CD	\$ 20,000	\$ -	\$ 20,000
	new		ED-11	Educational support of LMRWMO Board	The LMRWMO funds registration and expenses for LMRWMO Board members to pursue training and instruction relevant to the management of water and natural resources and the goals of the LMRWMO.	General Fund	Medium				\$ 5,000
	new		ED-12	Tour of LMRWMO Projects and Resources	Provide a driving tour or boat tour of LMRWMO resources and projects for LMRWMO Board, City Council, City Staff, County, SWCD, and other stakeholders for	General Fund	Medium				
	Table 6-2, new	12, 13	ED-13	Public Educational Materials	Develop and produce educational exhibits and or materials for use by LMRWMO member Cities in accomplishing their MS4 requirements and for public events. Provide resources such as videos or presentations to assist in annual City Staff MS4 training.	WBIF	Medium	Cities, Dakota SWCD, Ramsey CD			
Monitoring	Table 6-2	16, 17	MN-1	Monitoring of Priority Lakes through Citizen Assisted Monitoring Program	The LMRWMO will fund water quality monitoring of Level-1 Priority lakes via the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) volunteers. Additional lakes may be monitored on a rolling basis to establish baseline conditions.	General Fund	High	Met Council, Cities	\$ 80,000	\$ -	\$ 80,000
	Table 6-2	16, 17	MN-2	Monitoring of Interstate Valley Creek	The LMRWMO will create and implement a 4 year plan and network (4 years on, 8 years off) for intensive monitoring of Interstate Valley Creek to identify reaches contributing pollutants and establish baseline stream conditions. Streams may be monitored by volunteers, or more intensely during intervals by consultants.	General Fund	Medium	Cities	\$ 34,000	\$ -	\$ 34,000
	Table 6-2	16, 17	MN-3	Monitoring of Ivy Falls Creek	The LMRWMO will create and implement a 4 year plan (4 years on, 8 years off) for intensive monitoring of Ivy Falls Creek to identify reaches contributing pollutants and establish baseline stream conditions. Streams may be monitored by volunteers, or more intensely during intervals by consultants.	General Fund	Medium	Cities	\$ 29,000	\$ -	\$ 29,000
	Table 6-2	16, 17	MN-4	Monitoring of Kaposia Creek	The LMRWMO will create and implement a 4 year plan (4 years on, 8 years off) for intensive monitoring of Kaposia Creek to identify reaches contributing pollutants and establish baseline stream conditions. Streams may be monitored by volunteers, or more intensely during intervals by consultants.	General Fund	Medium	Cities	\$ 29,000	\$ -	\$ 29,000
	Table 6-2	16, 17	MN-5	Monitoring of outfalls to the Mississippi River	Following the identification of priority locations for monitoring, the LMRWMO will fund water quality and/or hydrologic monitoring of selected outfalls to the Mississippi River.	General Fund	Medium	Cities	\$ 45,000	\$ -	\$ 45,000
	new		MN-6	Review and update LMRWMO monitoring program	During Plan implementation, the LMRWMO will review its Lake and Stream/Creek monitoring program and make updates, as necessary and based on new impairment and water quality data.	General Fund	High	Met Council, Cities, MPCA	\$ 2,000	\$ -	\$ 2,000
	Table 6-2	9	MN-7	Monitoring reports	The LMRWMO will create annual monitoring reports for public posting on the LMRWMO website for select priority waterbodies.	General Fund	High	Met Council, Cities, MPCA			
Technical Assistance	Table 6-3	Several	EN-1	General Engineering and Technical Assistance	LMRWMO engages its engineering consultant to provide technical assistance, review, analyses, or other services as needed to accomplish implementation tasks not otherwise identified within this table - including project cost allocations based on "allowable flow" and/or "allowable load" methodology. This also includes LMRWMO staff review of City official controls, intercommunity stormwater projects, or others as requested by the LMRWMO Board.	General Fund	High		\$ 131,000	\$ -	\$ 131,000
	Table 6-3	Several	EN-2	Opportunity Project/Study Engineering and Assistance	The LMRWMO remains open to projects, initiatives, studies, grants or other opportunities as they arise, which are unknown at the time of the Watershed Management Plan creation. The LMRWMO budgets funds to allow it to be responsive to emerging opportunities that accomplish the goals of the LMRWMO.	General Fund	High		\$ 50,000		\$ 50,000

Table 6-1 LMRWMO Implementation Schedule with Descriptions - DRAFT 4/7/2022

Cate- gory	2011 WMO Plan table or other source	2011 Plan ID No	Activity ID	Activity	Activity Description	Funding Source	Priority Level	Partners	LMRWMO Costs	Estimated Grant Funds	Total 10-year cost
Engineering and	Table 6-2	11	EN-3	Review of Local Water Management Plans (LWMPS)	LMRWMO staff will review, comment upon and recommend approval of local water management plans. LMRWMO Board of Managers has the authority to approve local water management plans per MN Rules 8410.	General Fund	High	Cities	\$ 15,000	\$ -	\$ 15,000
	Table 6-3	13	EN-4	LMRWMO Watershed Management Plan update	Approximately 2-3 years before expiration of this plan, the LMRWMO will begin the Plan update process. The LMRWMO may initiate Plan amendments to revise this implementation schedule or other Plan content, as needed.	General Fund	High	Cities, Agencies	\$ 104,000	\$ -	\$ 104,000
Administration	Table 6-2	6	AD-1	General Administration	Administration includes services of a contracted administrator. The LMRWMO administrator will lead budgeting, preparing agendas and meeting packets, facilitating meeting discussions, correspondence, fielding questions or requests from agencies or residents, annual work planning, and other miscellaneous administration tasks not specifically addressed via other activities in this table.	General Fund	High		\$ 296,500	\$ -	\$ 296,500
	Table 6-2	7, 8	AD-2	Legal, audit, and insurance	This includes fees for legal services, audit services, and annual insurance costs	General Fund	High		\$ 75,000	\$ -	\$ 75,000
	Table 6-2	1, 9	AD-3	Annual Report to BWSR	Annual reporting to the MN Board of Water and Soil Resources required by MN Rules 8410.0150 and published on LMRWMO website.	General Fund	High		\$ 21,000	\$ -	\$ 21,000
	Table 6-2, new	10	AD-4	Biennial progress review	LMRWMO staff will assess the level of progress achieved on each of the LMRWMO's adopted goals at least biennially (including meeting with City/Dakota SWCD staff). The assessment will consider measurable aspects of each goal (e.g., water quality data), outputs of relevant implementation activities, and qualitative assessment, where appropriate.	General Fund	High	Cities	\$ 8,000	\$ -	\$ 8,000
	Table 6-2, new	10	AD-5	LMRWMO Member City TAC Meeting	LMRWMO and member city staff will meet at least once per year to review LMRWMO implementation and member city activities.	General Fund	High				
	Table 6-2	10, 22	AD-6	Grant review and application	LMRWMO staff will monthly review grant opportunities and prepare applications, as appropriate, to fund LMRWMO and/or member City projects. Important grant sources include the MDNR, MPCA, BWSR, and federal sources.	General Fund	Medium	Cities	\$ 30,000	\$ -	\$ 30,000
	Table 6-2	3	AD-7	Review and revise Joint Powers Agreement (JPA)	The LMRWMO operates under a joint powers agreement signed by the member cities. The current agreement will expire January 1, 2023 and will need to be renewed or updated prior to expiration. See Section 12 subd. 1 of JPA. Consider updating, clarifying, simplifying, allowable flow methodology.	General Fund	High	Cities	\$ 2,000	\$ -	\$ 2,000
	new		AD-8	Review organizational capacity, funding mechanisms, and member city dues, implementation items and costs	At least once during Plan implementation, the LMRWMO Board will review whether the current funding structure is sufficient to support implementation, is appropriate relative to tax burden, and if changes are necessary, organizational capacity and needs.	BWSR Grant	Medium	Cities	\$ 6,000	\$ -	\$ 6,000
	Table 6-3	11	AD-9	Review WMO boundary relative to the City of Mendota	The LMRWMO will coordinate with the City of Mendota, Lower Minnesota River Watershed District, and BWSR to determine whether the City of Mendota should be included within the jurisdictional boundary of the LMRWMO	General Fund	High	BWSR, LMRWD, City of Mendota	\$ 3,000		\$ 3,000
	new		AD-10	Groundwater planning and coordination	Coordinate and share resources, as appropriate, with Dakota County for groundwater protection; participate in regional groundwater planning efforts/meetings.	General Fund	Medium	Dakota County, MDNR	\$ 5,000		\$ 5,000

- Notes:
- (1) Local funding assumed to be provided by City/partners with no direct cost to LMRWMO unless otherwise specified

(2) LMRWMO may apply for and administer (if fiscal agent) CWF, WBIF, and/or other grant funding to support City cost-share projects

(3) Grant funding sources include an estimated approximately \$115,000 from WBIF annually (is this annual or biennial value?) over 10 years; the allocation of WBIF to specific projects will be evaluated bi-annually.

Studies ³	\$ 10,200	TBD	\$ 102,000
Projects ³	\$ 50,500	TBD	\$ 425,000
Education & Outreach	\$ 122,000	\$ -	\$ 127,000
Monitoring	\$ 219,000	\$ -	\$ 219,000
Engineering	\$ 300,000	\$ -	\$ 300,000
Administration	\$ 446,500	\$ -	\$ 446,500
Total	\$ 1,148,200	\$ -	\$ 1,619,500
Inflation (3%) Adjusted Total	\$ 2,062,579	\$ -	\$ 2,062,579

Implementation Activities by Year

Table 6-1 LMRWMO Implementation Schedule by Year - DRAFT 4/7/2022

[illegible]

Table 6-1 LMRWMO Implementation Schedule by Year - DRAFT 4/7/2022

Cate- gory	2011 WMO Plan table or other source	2011 Plan ID No	Activity ID	Activity	LMRWMO Costs	Estimated Grant Funds	Total 10-year cost	Estimated Cost by Year (Planning Level) - presented in 2022 dollars									
								2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Projects	Table 6-1	4	P-4	Mississippi River Direct Drainage Stormwater Projects	TBD ¹	TBD ²											
	Table 6-1	3	P-5	Implement stabilization projects along Interstate Valley Creek	TBD ¹	TBD ²											
	Table 6-1	5	P-6	Implement stabilization projects along Ivy Falls Creek	TBD ¹	TBD ²											
	new		P-7	Thompson Lake Watershed BMPs	TBD ¹	TBD ²											
	new		P-8	Seidls Lake Improvements	TBD ¹	TBD ²											
	Mendota Heights Plan		P-9	Rogers Lake Watershed BMPs	TBD ¹	TBD ²											
	new		P-10	Kaposia Creek Daylighting	TBD ¹	TBD ²											
	St. Paul Plan Mendota Heights Plan South St. Paul Plan		P-11	Stormwater BMPs implemented with City street reconstruction projects													
	St. Paul Plan		P-12	Regional Volume Reduction Project Implementation	TBD ¹	TBD ²											
	Inver Grove Heights Plan		P-13	Northwest Area Stormwater Improvements?	TBD ¹	TBD ²											
	Inver Grove Heights Plan		P-14	Various PSIG ID'd Dry and Wet Detention basins?	TBD ¹	TBD ²											
	new		P-15	Outcome from well or septic study.....?	TBD ¹	TBD ²											
	Table 6-2	5	ED-1	Maintain Website	\$ 27,000	\$ -	\$ 27,000	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700
	Table 6-2	9	ED-2	Prepare and distribute (twice annually) an electronic newsletter	\$ 22,500	\$ -	\$ 22,500	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
	Table 6-2	12 (and sub items)	ED-3	Coordinate with member cities to develop and distribute educational information	\$ 15,000	\$ -	\$ 15,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
	Table 6-2	12a, 14	ED-4	Workshops for stewardship and stormwater management practices				\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,500	\$ 7,500

Implementation Activities by Year

Table 6-1 LMRWMO Implementation Schedule by Year - DRAFT 4/7/2022

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Table 6-1 LMRWMO Implementation Schedule by Year - DRAFT 4/7/2022

Cate- gory	2011 WMO Plan table or other source	2011 Plan ID No	Activity ID	Activity	LMRWMO Costs	Estimated Grant Funds	Total 10-year cost	Estimated Cost by Year (Planning Level) - presented in 2022 dollars									
								2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Engineering and	Table 6-2	11	EN-3	Review of Local Water Management Plans (LWMPs)	\$ 15,000	\$ -	\$ 15,000						\$ 15,000				
	Table 6-3	13	EN-4	LMRWMO Watershed Management Plan update	\$ 104,000	\$ -	\$ 104,000		\$ 2,000			\$ 2,000			\$ 20,000	\$ 50,000	\$ 30,000
Administration	Table 6-2	6	AD-1	General Administration	\$ 296,500	\$ -	\$ 296,500	\$ 31,000	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500
	Table 6-2	7, 8	AD-2	Legal, audit, and insurance	\$ 75,000	\$ -	\$ 75,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
	Table 6-2	1, 9	AD-3	Annual Report to BWSR	\$ 21,000	\$ -	\$ 21,000	\$ 3,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	Table 6-2, new	10	AD-4	Biennial progress review	\$ 8,000	\$ -	\$ 8,000		\$ 2,000		\$ 1,500		\$ 1,500		\$ 1,500		\$ 1,500
	Table 6-2, new	10	AD-5	LMRWMO Member City TAC Meeting				\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
	Table 6-2	10, 22	AD-6	Grant review and application	\$ 30,000	\$ -	\$ 30,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
	Table 6-2	3	AD-7	Review and revise Joint Powers Agreement (JPA)	\$ 2,000	\$ -	\$ 2,000	\$ 2,000									
	new		AD-8	Review organizational capacity, funding mechanisms, and member city dues, implementation items and costs	\$ 6,000	\$ -	\$ 6,000						\$ 6,000				
	Table 6-3	11	AD-9	Review WMO boundary relative to the City of Mendota	\$ 3,000		\$ 3,000	\$ 3,000									
	new		AD-10	Groundwater planning and coordination	\$ 5,000		\$ 5,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
					\$ 10,200	TBD	\$ 102,000	\$ 102,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ 50,500	TBD	\$ 425,000	\$ 47,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000
					\$ 122,000	\$ -	\$ 127,000	\$ 22,200	\$ 24,700	\$ 43,700	\$ 30,200	\$ 27,200	\$ 29,700	\$ 26,700	\$ 26,700	\$ 30,700	\$ 27,700
					\$ 219,000	\$ -	\$ 219,000	\$ 19,000	\$ 22,000	\$ 22,000	\$ 27,000	\$ 24,000	\$ 22,000	\$ 27,000	\$ 22,000	\$ 22,000	\$ 22,000
					\$ 300,000	\$ -	\$ 300,000	\$ 17,000	\$ 19,000	\$ 17,000	\$ 18,000	\$ 20,000	\$ 33,000	\$ 19,000	\$ 39,000	\$ 69,000	\$ 49,000
					\$ 446,500	\$ -	\$ 446,500	\$ 51,000	\$ 45,500	\$ 43,500	\$ 45,000	\$ 43,500	\$ 51,000	\$ 43,500	\$ 45,000	\$ 43,500	\$ 45,000
					\$ 1,148,200	\$ -	\$ 1,619,500	\$ 258,200	\$ 153,200	\$ 168,200	\$ 162,200	\$ 156,700	\$ 177,700	\$ 158,200	\$ 174,700	\$ 207,200	\$ 185,700
					\$ 2,062,579	\$ -	\$ 2,062,579	\$ 258,200	\$ 157,796	\$ 178,443	\$ 177,240	\$ 176,367	\$ 206,003	\$ 188,899	\$ 214,859	\$ 262,475	\$ 242,296

Notes:

(1) Local funding assumed to be provided by City/partners with no direct cost to LMRWMO unless otherwise specified

(2) LMRWMO may apply for and administer (if fiscal agent) CWF, WBIF, and/or other grant funding to support City cost-share projects

(3) Grant funding sources include an estimated approximately \$115,000 from WBIF annually (is this annual or biennial value?) over 10 years; the allocation of WBIF to specific projects will be evaluated bi-annually.

resourceful. naturally.
engineering and environmental consultants



Memorandum

To: LMRWMO Board of Managers
From: Greg Williams, P.E.
Subject: LMRWMO 4th Generation Plan Update – Preliminary Visioning Exercise Follow-up
Date: March 3, 2022 (postponed from June 10, 2020 Board of Managers meeting)
Project: 23191436.00
c: Joe Barten, LMRWMO Administrator

The Lower Mississippi River Watershed Management Organization (LMRWMO) Board of Managers (Managers) participated in an initial visioning workshop at the May 13, 2020 Manager meeting. The purpose of the workshop was to review the existing LMRWMO vision and begin discussion about potential revisions to the vision. The existing LMRWMO vision reads:

Water resources and related ecosystems are managed to sustain their long-term health and integrity through member city collaboration and partnerships with other water management organizations with member city citizen support and participation.

Prior to the meeting, Managers submitted responses to five questions intended to initiate discussion. The questions and responses are presented in Table 1. There was healthy discussion from a number of participants. Some takeaways from the discussion include:

- There was consensus that the vision, although still applicable, should be updated
- There was consensus that collaboration and partnerships are important elements in achieving the LMRWMO's goals
- There was consensus to omit "partnering with other WMOs" from the vision statement
- Some Managers suggested omitting "tactics" (i.e., means to achieve the vision) from the vision statement
- Opinions were mixed about whether the vision should explicitly reference the Mississippi River
- Opinions were mixed about whether the vision should be measurable; discussion of measurability focused on water quality
- Managers acknowledged the balance of human development and natural systems, but were cautious of allusions to pre-developed conditions
- There was some support for a "catchier" vision statement (possibly supported by a more detailed mission and/or goals)

Based on the discussion at the May 13, 2020 Manager meeting, the LMRWMO Administrator and Barr staff developed draft vision statements for consideration by the Managers. These draft vision statements were included in June 10, 2020 meeting packet, but discussion at that meeting was deferred until later in

the Plan development process. With the Board of Managers now having worked through the priority issues, goal, and strategy elements of Plan development, the draft vision statements are again presented for Manager consideration. Note that while the draft vision statements included below are presented as separate statements, elements from one may be easily transferred to others (e.g., reference to “waters” versus “water resources” versus “Mississippi River”)

Draft Vision Statements:

1. *Water resources are managed for long-term health and integrity through collaboration, partnerships, and the support of engaged citizens*
2. *Improve the water quality of the Mississippi River, local lakes, and streams through member city and citizen collaboration* (Note: another version includes “groundwater” in the list of resources)
3. *A healthy Mississippi River and watershed through collaboration, education, and coordinated action*
4. *Healthy waters through collaboration, education, and coordinated action*
5. *Collaboration toward a healthy Mississippi River, from rainfall to outfall*
6. *A healthy river for healthy communities, from rainfall to outfall*

Requested Manager Action: Consider the above draft vision statements and participate in discussion about what you like or dislike about each at the March 9, 2022 Managers meeting.

Table 1. LMRWMO Visioning Survey Responses - May 13, 2020

No.	Question	Manager 1	Manager 2	Manager 3	Manager 4	Manager 5	Manager 6
1	What would you like your LMRWMO legacy to be? How would you like others to see the LMRWMO?	I would like to be considered a good steward of the funds provided to the LMRWMO by the state of Minnesota and would like to see measurable results from our efforts.	I would like to see the LMRWMO be known for bringing disparate cities together to address water issues on a collaborative, strategic manner. I would like to see LMRWMO be known for strategic thinking regarding water management coupled with a strong educational program to make the general public an active partner in increasing water quality.	Creating attractive landscapes that improve the quality of our water bodies and communities. Leaving the waters in better condition than when we arrived. An organization passionate about water quality for the well-being of society.	Improve quality of water bodies and runoff and decrease downstream impacts. Ensure adequate groundwater levels for future area sustainability	I'd like the LMRWMO legacy to be that it is the premier, evidence-based, progressive leader relative to continuously improving community water quality, management and education. I'd like others to view it as the aforementioned leader with measurable and sustainable results.	I would like to see that the general public are more informed as to what watersheds are about and what they accomplish
2	Would you like the LMRWMO to be a leader? If so, how?	Yes. Would like the LMRWMO to be a visible public advocate for the River and our watershed.	I believe that the LMRWMO is a leader in bringing resources to multi-jurisdictional (political) boundaries for increase water quality for all. But a leader brings not only financial support for specific projects but has community support to address current water quality issues and strategies to respond to future situations.	Being a good example in successful collaboration between citizens and organizations for active participation in water quality BMPs. Culture shift to natural, native landscapes for the benefit of our waters.	Excellent and leading collaborator among other entities – working together Note: harder as a WMO with constrained contributions than with a WD	Yes. A progressive leader relative to continuously improving community water quality, management and education; a leader with measurable and sustainable results	I think we should make the public more aware of what the watershed accomplishes. More articles in the media of what we do.
3	Broadly, how should the LMRWMO accomplish its goals?	The LMRWMO should have a broad vision of its mission and work cooperatively with other WMO's, nonprofits (FMR), and government (NP Service, MPCA, etc.). Should continue to stay abreast of new technologies for improving water and environment.	Through developing a strategic plan with an increase emphasis on outreach -- not only on specific projects, but create a roster of ambassadors that can inform their social network and community at large. Also, when planning for the next 10 years, dive into MN demographic information to glean where water impacts will be.	Through strong relationships with partners and stakeholders. Grant funding. Increased public awareness/ education and involvement. Tap into BMPs for businesses – find ways to help them improve with things such as roof run off – where does it go? Many times, I see this just go onto the parking lots.	Use data and benefits to establish priorities Work with other regulatory and regional entities to produce more effective results	Engage broader funding and community citizen and leadership support to accomplish meaningful goals that create sustainable, positive change	I think we should make the public more aware of what the watershed accomplishes. More articles in the media of what we do.
4	What will the LMRWMO look like in 25 years? What would you like to see in 25 years?	Should continue to advocate for local important issues, but also for important issues on the state, regional, and national levels.	I would like to see a variety of support (informational) groups that can feed questions, concerns, and information to the board. This may be one way to broaden community input and buy-in. This may allow for different generational and ethnic/racial representation to LMRWMO management and direction.	Local citizens eager to participate in BMPs. Great water quality in local water bodies for everyone's enjoyment and well-being.	Reduce runoff by ____%. Reduce Phosphates, etc by ____%. Educate public and engage them to implement best practices	Incremental progress (if continue historical pace). A WMO that aggressively leads a more coordinated approach to progressive systemic change versus leading specific unrelated projects that although valuable may not offer systemic transformation.	Hopefully we will have made headway in water quality and erosion of soils, bluffs, surface water and groundwater management
5	Imagine 2 or 3 headlines about the LMRWMO. What would you want them to say?	"Local Watershed Agencies Show Measurable Improvement in the Quality of the Mississippi River" "The MRCCA Leads the Nation in Water Quality and Environmental Improvements"	LRMWMO "project name here" increases water quality into the future. "Hundreds gathered to support another successful....."	before / after pics of projects and stats on how the project improved the water quality, what that means for citizens, and always a little educational tidbit on how individuals can do their part to help water quality.	LMRWMO achieves best of (any of above goals).	"The LMRWMO is transforming community water quality with game-changing initiatives" "The LMRWMO is recognized for driving Minnesota's most progressive water management policy and practices"	Mississippi River is at a measurable and remarkable change

SPANISH LANGUAGE SMART SALTING TRAINING PARTNERSHIP AGREEMENT

Summary

The Lower Mississippi River Watershed Management Organization (LMRWMO) will implement two Spanish language Smart Salting for Property Management trainings (Trainings), one virtual and one in a live class format, in partnership with Bolton & Menk (Consultant) and a Spanish Translator as part of the MN Board of Water and Soil Resources Watershed Based Implementation Funding program.

The LMRWMO and Consultants will partner with staff from the Minnesota Pollution Control Agency (MPCA) to implement the Trainings. All outreach materials created shall be LMRWMO and MPCA branded with the opportunity for LMRWMO Member Cities or other partners in the future to add their own branding to templates for Training outreach. The MPCA will share necessary and relevant information related to creation of the Trainings with the LMRWMO and Consultant. The Consultant will share all original and final documents with the MPCA and LMRWMO upon project completion for their use in furthering the implementation of future Spanish language trainings in Minnesota.

Project Scope

1. Stakeholder Engagement

Consultant will perform research to identify target groups and messaging for the Trainings. Identify select areas and stakeholders in the LMRWMO through demographic study to prioritize Spanish language training outreach. Coordinate with MPCA staff up front to utilize existing information and existing translated materials already available. Identify stakeholders who live or work in the LMRWMO to contact and seek participants in the trainings. LMRWMO Staff will coordinate outreach efforts with LMRWMO Member Cities.

2. Training Program Implementation

Consultant will coordinate with stakeholders to prepare Trainings in 2022. LMRWMO Staff shall provide the in-person training location and coordinate any facility needs for the Consultant. Consultant shall facilitate meetings with LMRWMO Staff and MPCA staff on Training development. Coordinate with translation subcontractor (Translator) on template Training outreach materials, both in print and web-based formats, including social media posts, for use by City, MPCA, and other partners to promote the Trainings. Provide all staff necessary to implement training, utilizing established Smart Salting for Property Management training content, modified as necessary to accommodate a Spanish speaking audience. Educate and coordinate with Translator on program content, class implementation, and translation of necessary class materials.

3. Reporting and Results Tracking

Consultant shall prepare a final memorandum upon completion of all tasks which summarizes the work completed and provides information related to measurable outcomes for use in by the LMRWMO in BWSR grant reporting. Consultant shall track outreach efforts and attendance for the Trainings.

4. Schedule

Consultant will inform LMRWMO staff of progress through monthly email updates, phone calls, or other communication. All tasks must be completed no later than **December 31st 2022**.

5. Translation Services

Working with Consultant, the Translator shall translate Training outreach and class materials in both print and web-based formats, for use by partners. The work shall consist of the following.

Task 1: Trainings (hours are approximate, 40 total shown)

- Program Development: Become familiar with Training program and materials - 10 hours
- Virtual practice class, go through content online - 8 hours
- Translate for two classes, one virtual and one in person - 18 hours
- Coordination and correspondence - 4 hours

Task 2: Print and Electronic Materials (to be charged on a per word basis)

- Translate, approx. 15 pages of material, a mix of graphics and text, including but not limited to Property Management test, survey, marketing materials, and handouts.

LMRWMO AND MPCA AGREEMENT TO SHARED INFORMATION

The following parties agree in good faith to the non-binding partnership between the LMRWMO and MPCA as described, whereby all materials necessary for, translated through, and produced as part of the above scope of services are available to and shared freely between the two parties.

LOWER MISSISSIPPI RIVER WMO

MN POLLUTION CONTROL AGENCY

By: _____

By: _____

Joe Barten, Administrator

Brooke Asleson

Date: _____

Date: _____