



## Board of Managers Meeting Agenda

**Wednesday - September 14<sup>th</sup>, 2022 - 3:00 p.m.**

**Villa Del Sol – Community Room  
88 Cesar Chavez Street, Saint Paul, MN 55107**

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 Identification of Voting Board Members
  - 1.3 Approval of Agenda\* (Additions/Corrections/Deletions) Action
2. Approve August 10<sup>th</sup>, 2022 Meeting Minutes - Chair\* Action
3. Approve September 14<sup>th</sup>, 2022 Financial Summary & Invoices - Treasurer\* Action
4. Review and Finalize Proposed Updates to LMRWMO Joint Powers Agreement for Distribution to Member Cities - SWCD\* Discussion/Action
5. Authorize Execution of Draft Seidls Lake Shoreline Restoration Joint Powers Agreement with South St. Paul and Inver Grove Heights - SWCD\* Discussion/Action
6. Review Performance Standard Summary Memo from Barr Engineering - Barr\* Information
7. Watershed Management Plan Update
  - 7.1 Plan Update Status - Barr Information
8. Updates & Handouts
  - 8.1 Illicit Discharge Video Status - SWCD Information
9. Other Member City Updates
10. Next Meeting
  - 10.1 October 12, 2022 – West St. Paul City Hall
  - 10.2 Upcoming Agenda Items – LMRWMO and SWCD Draft JPAs, Year-End Financial Update, Plan Update Public Hearing and Response to Comments
  - 10.3 Current Action Items
11. Adjourn

\* Materials included in full packet

\*\* Materials available separately on website:

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



## Board of Managers Meeting Minutes

Wednesday - August 10<sup>th</sup>, 2022 - 3:00 p.m.

Villa Del Sol, Saint Paul

### Managers and Alternates in Attendance:

Sharon Lencowski (Chair), Inver Grove Heights  
Mary Jeanne Scheeman, Mendota Heights  
Jill Smith, Mendota Heights  
Daniel Anderson, South St. Paul  
Dan Halvorsen, Sunfish Lake

Karen Reid (Vice Chair), Saint Paul  
Sheila Vanney, West St. Paul  
Michael Randle, South St. Paul  
Tom Sutton, Lilydale  
Shannon Nelson, Sunfish Lake

### Advisors and Others in Attendance:

Krista Spreiter, Mendota Heights  
Cody Joos, West St. Paul  
Joe Barten, Dakota County SWCD

Pat Murphy, Saint Paul  
Greg Williams, Barr Engineering

### 1. Call Meeting to Order

#### 1.1 Public Comment / Introductions

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

#### 1.2 Approval of Agenda\* (Additions/Corrections/Deletions)

**Motion** by Halvorsen to approve the agenda, second by Schneeman; motion passed.

### 2. Approve July 13<sup>th</sup>, 2022 Meeting Minutes

Sutton clarified that he was in attendance and Barten will modify the minutes accordingly.

**Motion** by Sutton to approve the previous meeting minutes, second by Reid; motion passed.

### 3. Approve August 10<sup>th</sup>, 2022 Financial Summary & Invoices

Spreiter provided a summary of the financial information. The Board requested a year end financial forecast at the October meeting.

**Motion** by Reid to approve the financial summary, second by Randle; motion passed.

#### **4. Review Proposed Changes to LMRWMO Joint Powers Agreement**

The Board reviewed the edits suggested by the Administrator for the LMRWMO joint powers agreement. The Board discussed the proposed changes, which include clarifying the voting structure of the WMO, need to always follow the current outlined process for construction of improvements, modifying language on designation vs. appointment of advisors, clarification of quorum requirements, clarification of ability to access property within or outside the WMO boundary, and other changes. The changes discussed will be forwarded to the LMRWMO legal counsel for a new draft JPA to be reviewed at the September LMRWMO meeting.

#### **5. Watershed Management Plan Update**

Barten and Williams noted that the draft plan is out for formal 60-day agency review and comment. The comment period ends on October 7<sup>th</sup>. The marked-up version of the draft plan with changes requested by the Administrator since the July meeting is included in the packet. The changes were incorporated as part of the draft plan sent out for comment, as directed by the Board at the July meeting.

#### **6. Updates & Handouts**

Barten noted that an updated schedule for rollout of the Illicit Discharge video, which is in part funded by the LMRWMO, is included in the packet. An updated meeting schedule with amended meeting locations is included in the packet as well.

#### **7. Other Member City Updates**

Member City staff provided updates on current or upcoming projects.

#### **8. Agenda Items for Next Meeting**

- Memo from Barr Engineering on State & Local stormwater regulatory requirements
- Cost estimate from Barr Engineering on digitizing and updating Exhibit B of the current JPA
- Review draft LMRWMO Joint Powers Agreement with LMRWMO legal counsel
- Draft Joint Powers Agreement for Seidl's Lake shoreline restoration project
- The next Board meeting is scheduled for **September 14<sup>th</sup>, 2022 at Villa Del Sol, Saint Paul**

#### **9. Meeting adjourned at 4:45 pm**



**FINANCIAL SUMMARY**  
**August 11, 2022 to September 14, 2022**

<b><u>Beginning Balance - Key Community Bank</u></b>				<b>\$186,786.33</b>
<b>Interest</b>	7/31/2022	July 2022 Interest	+	\$9.73
	8/31/2022	August 2022 Interest	+	\$8.84
<b>Deposits</b>				+

To be approved at this meeting:

**Key Community Bank:**

<b>Bank Fee</b>	7/31/2022	July & August 2022 Paper Statement Fee	-	\$4.00
<b>3760</b>	9/14/2022	Bolton & Menk	-	\$605.00
<b>3761</b>	9/14/2022	Campbell Knutson	-	\$51.00
<b>3762</b>	9/14/2022	League of Minnesota Cities	-	\$2,473.00
<b>3763</b>	9/14/2022	WSB	-	\$2,514.75
<b>3764</b>	9/14/2022	All in One - Translation Agency, LLC	-	\$1,511.14
<b>3765</b>	9/14/2022	Barr Engineering		\$19,477.59
<b>3766</b>	9/14/2022	Peterson Company LTD		\$4,100.00

<b><u>Available Balance at Key Community Bank</u></b>	<b><u>\$156,068.42</u></b>
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**Gateway Bank Accounts:**

<u>Savings</u>		<u>Balance</u>		\$71,613.79
<b>Deposits</b>	6/30/2022	June Interest	+	\$60.83
<b><u>Savings Ending Balance</u></b>				<b><u>\$71,674.62</u></b>
<u>Checking</u>		<u>Balance</u>		\$1,000.00
<b><u>Checking Ending Balance</u></b>				<b><u>\$1,000.00</u></b>

<b><u>Available Balance at Gateway Bank</u></b>	<b><u>\$72,674.62</u></b>
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<b><u>Available Balance - Key Community &amp; Gateway Banks</u></b>	<b><u>\$228,743.04</u></b>
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## MEMORANDUM

**To:** Nancy Bauer  
**From:** Joe Barten, LMRWMO Administrator  
**Subject:** Lower Mississippi River - Financial Actions  
**Date:** August 4, 2022

Enclosed please find the following invoice for payment:

- \$605.00 to Bolton & Menk for the FY-2019 Watershed Based Implementation Funding Spanish Chloride Education project.

Thank you and please contact me with any questions.

Joe Barten  
Administrator via Dakota County SWCD  
Lower Mississippi River Watershed Management Organization

**Enclosed:** Bolton & Menk Invoice



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
1960 Premier Drive | Mankato, MN 56001-5900  
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
To Ensure Proper Credit, Provide Invoice Numbers with Payment

Lower Mississippi River WMO  
Joe Barten, Administrator via Dakota SWCD  
c/o 4100 220th Street West, #102  
[joe.barten@co.dakota.mn.us](mailto:joe.barten@co.dakota.mn.us)  
Farmington, MN 55024

July 25, 2022  
Project No: 0X1.127007  
Invoice No: 0294636  
Client Account: LMSRWDMO\_WD\_MN

**LMRWMO/Spanish Language Smart Salting****Professional Services from May 28, 2022 to June 24, 2022****Training Program Implementation (002)****Professional Services**

	Hours	Rate	Amount	
Senior Project Manager	1.00	200.00	200.00	
Specialist	1.00	90.00	90.00	
<i>Communication with MPCA on Further Needed Translation. Communication with In-person Host Site on Instructions for Accessing/Parking. Send Further Needed Translation to Translator.</i>				
Specialist	.50	90.00	45.00	
<i>Communication with MPCA on Promotional Flyers and Test Registration.</i>				
Specialist	.50	90.00	45.00	
<i>Draft Email to City Partners and Community Members: Registration is Live. Internal Communication on Format for Practice Session.</i>				
Specialist	.50	90.00	45.00	
<i>Review Registration Info from MPCA, Send to LMRWMO for Review. Call with MPCA on Format for Practice Session.</i>				
Specialist	.50	90.00	45.00	
<i>Send Registration Info to All in One to Test. Create WebEx for Practice Session, Invite Internal and MPCA. Send Webex Info for Practice Session to All in One.</i>				
Totals	4.00		470.00	
<b>Total Labor</b>				<b>470.00</b>
			<b>Total this Task</b>	<b>\$470.00</b>

**Reporting and Results Tracking (003)****Professional Services**

	Hours	Rate	Amount	
Specialist	.50	180.00	90.00	
<i>Budget Management</i>				
Specialist	.50	90.00	45.00	
<i>Send LMRWMO May Summary of Work. Send Invites to Panelists for Virtual Training. Call with MPCA on Registration Rollout Updates.</i>				
Totals	1.00		135.00	
<b>Total Labor</b>				<b>135.00</b>
			<b>Total this Task</b>	<b>\$135.00</b>
			<b>Total this Invoice</b>	<b>\$605.00</b>

# Billing Backup

Wednesday, August 3, 2022

Bolton & Menk, Inc.

Invoice 0294636 Dated 7/25/2022

3:48:57 PM

Project 0X1.127007 LMRWMO/Spanish Language Smart Salting

Task 002 Training Program Implementation

## Professional Services

			Hours	Rate	Amount
	Senior Project Manager				
X11974	107 - Fortin, Constance	6/6/2022	.50	200.00	100.00
X11974	107 - Fortin, Constance	6/22/2022	.50	200.00	100.00
	Specialist				
X11975	110 - Randolph, Caralie	6/2/2022	1.00	90.00	90.00
	<i>Communication with MPCA on Further Needed Translation. Communication with In-person Host Site on Instructions for Accessing/Parking. Send Further Needed Translation to Translator.</i>				
X11975	110 - Randolph, Caralie	6/3/2022	.50	90.00	45.00
	<i>Draft Email to City Partners and Community Members: Registration is Live. Internal Communication on Format for Practice Session.</i>				
X11975	110 - Randolph, Caralie	6/7/2022	.50	90.00	45.00
	<i>Review Registration Info from MPCA, Send to LMRWMO for Review. Call with MPCA on Format for Practice Session.</i>				
X11975	110 - Randolph, Caralie	6/9/2022	.50	90.00	45.00
	<i>Send Registration Info to All in One to Test. Create WebEx for Practice Session, Invite Internal and MPCA. Send Webex Info for Practice Session to All in One.</i>				
X11975	110 - Randolph, Caralie	6/24/2022	.50	90.00	45.00
	<i>Communication with MPCA on Promotional Flyers and Test Registration.</i>				
	Totals		4.00		470.00
	<b>Total Labor</b>				<b>470.00</b>
		<b>Total this Task</b>			<b>\$470.00</b>

Task 003 Reporting and Results Tracking

## Professional Services

			Hours	Rate	Amount
	Specialist				
X11979	110 - Dindorf, Carolyn	6/13/2022	.50	180.00	90.00
	<i>Budget Management</i>				
X11975	110 - Randolph, Caralie	6/1/2022	.50	90.00	45.00
	<i>Send LMRWMO May Summary of Work. Send Invites to Panelists for Virtual Training. Call with MPCA on Registration Rollout Updates.</i>				
	Totals		1.00		135.00
	<b>Total Labor</b>				<b>135.00</b>
		<b>Total this Task</b>			<b>\$135.00</b>
		<b>Total this Project</b>			<b>\$605.00</b>
		<b>Total this Report</b>			<b>\$605.00</b>

**CAMPBELL KNUTSON**  
***Professional Association***  
**Attorneys at Law**  
**Federal Tax I.D. #41-1562130**  
**Grand Oak Office Center I**  
**860 Blue Gention 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  
July 31, 2022  
Account # 601-0000G  
81

RE: GENERAL SERVICES  
RENDERED TO DATE:

			HOURS	
07/28/2022	JJJ	Emails Joe re: Seidl's Lake Project.	0.30	51.00
		AMOUNT DUE	0.30	51.00
		TOTAL CURRENT WORK		51.00
		PREVIOUS BALANCE		\$571.60
		TOTAL AMOUNT DUE		<del>51.00</del> <del>\$622.60</del>

Previous balance has been paid.

Only \$51.00 due for payment at  
September 14th, 2022 meeting.

- JB





## MEMORANDUM

**To:** Nancy Bauer  
**From:** Joe Barten, LMRWMO Administrator  
**Subject:** Lower Mississippi River - Financial Actions  
**Date:** August 10, 2022

Enclosed please find the following invoice for payment:

- \$2,473.00 to "League of MN Cities Insurance Trust P&C." for LMRWMO liability insurance coverage through the League of Minnesota Cities, as indicated on the attached billing statement.

Thank you and please contact me with any questions.

Joe Barten  
Administrator  
Lower Mississippi River Watershed Management Organization

**Enclosed:** League of MN Cities Billing Statement



CONNECTING & INNOVATING  
SINCE 1913

## Invoice

Page 1 of 3

**Member Name and Address**

Lower Mississippi River WMO  
C/O Dakota County Swcd  
4100 220th Street West Suite #102  
Farmington, MN 55024-7080

**Invoice Date**

08/10/2022

**Agent**

First National Insurance  
Po Box 130  
Farmington, MN 55024-0130  
(651)460-6014

**Account Number:** 40002486  
**Account Type:** Property/Casualty Coverage Premium  
**Current Balance:** \$ 2,473.00  
**Minimum Due:** \$ 2,473.00  
**Due Date:** 09/21/2022

Summary of activity since last Billing Invoice	Date	Activity	Account Balance	Minimum Due
		Previous Invoice Balance	2,279.00	
		Payments Received	-2,279.00	
		Total of Transactions and Fees shown on reverse or attached	2,473.00	
See reverse side and attachments for additional information		Current Balance	\$ 2,473.00	\$ 2,473.00

Detach and return this Payment Coupon with your payment

**Account Number**  
40002486

**Invoice Date**  
08/10/2022

**Due Date**  
09/21/2022

**Current Balance**  
\$ 2,473.00

**Minimum Due**  
2,473.00

**Amount Enclosed**  
\$

**Member Name** Lower Mississippi River WMO

**BILLING INVOICE - Return stub with payment - make checks payable to:**

Mail payment  
7 days before  
Due Date to  
ensure timely  
receipt

League of MN Cities Insurance Trust P&C  
c/o Berkley Risk Administrators Company  
222 South Ninth Street, Suite 2700  
P.O. Box 581517  
Minneapolis, MN 55458-1517



CONNECTING & INNOVATING  
SINCE 1913

## Invoice

Page 2 of 3

		Transaction Amount		Minimum Due
Detail of activity since last Invoice	Package 1003832-5 Agreement Period 08/21/2021 - 08/21/2022			
	Agreement Previous Balance	\$ 2,279.00		
	Payment 12/20/2021	\$ -2,279.00		
	Agreement Ending Balance	\$ 0.00	\$	0.00
Package 1003832-6 Agreement Period 08/21/2022 - 08/21/2023				
	Agreement Previous Balance	\$ 0.00		
	Renewal - PR 08/09/2022	\$ 2,473.00		
	Agreement Ending Balance	\$ 2,473.00	\$	2,473.00
Defense Cost Reimbursement 1003833-5 Agreement Period 08/21/2021 - 08/21/2022				
	Agreement Previous Balance	\$ 0.00		
	Agreement Ending Balance	\$ 0.00	\$	0.00
Defense Cost Reimbursement 1003833-6 Agreement Period 08/21/2022 - 08/21/2023				
	Agreement Previous Balance	\$ 0.00		
	Agreement Ending Balance	\$ 0.00	\$	0.00
	Total Current Balance	\$ 2,473.00		
	Total Minimum Due		\$	2,473.00



## MEMORANDUM

**To:** Nancy Bauer  
**From:** Joe Barten, LMRWMO Administrator  
**Subject:** Lower Mississippi River - Financial Actions  
**Date:** August 9, 2022

Enclosed please find the following invoice for payment:

- \$2,514.75 to WSB for services for June 1-June30, 2022 for the FY-2019 Watershed Based Implementation Funding, Interstate Valley Creek study.

Thank you and please contact me with any questions.

Joe Barten  
Administrator via Dakota County SWCD  
Lower Mississippi River Watershed Management Organization

**Enclosed:** WSB Invoice R-020683-000-1

701 XENIA AVENUE S  
SUITE 300  
MINNEAPOLIS, MN  
55416



Lower MS River WMO  
Attn: Joe Barten  
125 Third Ave N  
So. St. Paul, MN 55075

July 31, 2022  
Project/Invoice: R-020683-000 - 1  
Reviewed by: Jacob Newhall  
Project Manager: Laura Rescorla

Interstate Valley Creek Study

**Professional Services from June 1, 2022 to June 30, 2022**

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Phase 001 Review Existing Data Plans  
Project Management and Kickoff Meeting

	Hours	Rate	Amount	
Newhall, Jacob	3.50	182.00	637.00	
Odegard, Erica	.50	137.00	68.50	
Phillips, Samuel	.50	106.00	53.00	
Rescorla, Laura	4.75	137.00	650.75	
Totals	9.25		1,409.25	
<b>Total Labor</b>				<b>1,409.25</b>
		<b>Total this Task</b>		<b>\$1,409.25</b>

Review of Existing Data and Gaps

	Hours	Rate	Amount	
Anderson, Amy	4.50	155.00	697.50	
Painschab, Hannah	5.00	60.00	300.00	
Totals	9.50		997.50	
<b>Total Labor</b>				<b>997.50</b>
		<b>Total this Task</b>		<b>\$997.50</b>
		<b>Total this Phase</b>		<b>\$2,406.75</b>

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Phase 002 Assessment of Interstate Valley Creek Er  
Field Review of Stream Reaches

	Hours	Rate	Amount	
Buikema, Seth	1.50	72.00	108.00	
Totals	1.50		108.00	
<b>Total Labor</b>				<b>108.00</b>
		<b>Total this Task</b>		<b>\$108.00</b>
		<b>Total this Phase</b>		<b>\$108.00</b>

Project	R-020683-000	LMRWMO - Interstate Valley Creek Study	Invoice	1
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		2,514.75	0.00	2,514.75
Limit				73,798.00
Remaining				71,283.25
			<b>Total this Invoice</b>	<b><u>\$2,514.75</u></b>



## MEMORANDUM

**To:** Nancy Bauer  
**From:** Joe Barten, LMRWMO Administrator  
**Subject:** Lower Mississippi River - Financial Actions  
**Date:** August 29, 2022

Enclosed please find the following invoice for payment:

- \$1,511.14 to All In One – Translation Agency, LLC for translation services related to the FY-2019 Watershed Based Implementation Funding Spanish Chloride Education project.

Thank you and please contact me with any questions.

Joe Barten  
Administrator via Dakota County SWCD  
Lower Mississippi River Watershed Management Organization

**Enclosed:** All In One – Translation Agency, LLC Invoice 2484

## All In One - Translation Agency, LLC

1109 158th Street West  
Burnsville, MN 55306  
Phone: 952.435.0799  
Fax: 952.435.0696

**Invoice**

Date	Invoice #
8/24/2022	2484

Bill To
Lower Mississippi River WMO

Item	Serviced	Language	Description	Rate	#of Words	Amount
Translation	5/19/2022	Spanish	Req: Barten, Joe: PM Certificate; PM Polling Questions; Property Manager Test; Registration content for in-person PM trainings; Registration content for virtual PM trainings; SBA Chloride postcard; Smart Salting for Property Management flyer 2022 2; smart salting property managers workshop flyer 2022; Survey Questions; logo; Training Calendar.	0.28	4,539	1,270.92
Translation	6/6/2022		Additional translations for training materials	0.28	99	27.72
Interpretation	6/23/2022		Pre-launch website functionality testing and content review (2 hours)	100.00		100.00
Interpretation	6/28/2022		Training session test run (2.25 hours)	112.50		112.50

	<b>Total</b>	\$1,511.14
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# 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

June 20, 2022  
Invoice No: 23191436.00 - 19

<b>Total this Invoice</b>	<b>\$1,038.50</b>
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**Regarding: Fourth generation update to the Lower Mississippi River WMO Watershed Management Plan**

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

- Compiling member city storm-sewer and sub-watershed data
- Updating the implementation schedule for Citizen Advisory Committee comment
- Revisions to draft Plan document
- 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	\$ 3,865.00		\$ 3,865.00	\$ (935.00)
	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	\$ 4,861.50		\$ 4,861.50	\$ 18.50
	1H0	\$ 3,170.00	\$ 3,519.50		\$ 3,519.50	\$ (349.50)
PLAN - Prepare Draft Plan	2A0	\$ 6,890.00	\$ 5,285.00	\$ 155.00	\$ 5,440.00	\$ 1,450.00
	2B0	\$ 6,730.00	\$ 1,237.50		\$ 1,237.50	\$ 5,492.50
	2C0	\$ 6,840.00	\$ 7,614.00		\$ 7,614.00	\$ (774.00)
	2D0	\$ 7,540.00	\$ 2,325.00	\$ 542.50	\$ 2,867.50	\$ 4,672.50
	2E0	\$ 7,710.00	\$ 697.50	\$ 341.00	\$ 1,038.50	\$ 6,671.50
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
<b>Total</b>		\$ 71,650.00	\$ 33,283.50	\$ 1,038.50	\$ 34,322.00	\$ 37,328.00

**Professional Services from April 23, 2022 to May 20, 2022**

Job	PLAN	Prepare Draft Plan
Task	2A0	aggregate data and update inventory

**Labor Charges**

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	1.00	155.00	155.00
	1.00		155.00
<b>Subtotal Labor</b>			<b>155.00</b>
		<b>Task Subtotal</b>	<b>\$155.00</b>

Task	2D0	updated targeted implementation
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**Labor Charges**

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

Task	2E0	compile draft plan and executive summary
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**Labor Charges**

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	2.20	155.00	341.00
	2.20		341.00
<b>Subtotal Labor</b>			<b>341.00</b>
		<b>Task Subtotal</b>	<b>\$341.00</b>
		<b>Job Subtotal</b>	<b>\$1,038.50</b>
		<b>Total this Invoice</b>	<b>\$1,038.50</b>

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](mailto: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

August 23, 2022  
Invoice No: 23190078.00 - 249

<b>Total this Invoice</b>	<b>\$833.00</b>
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## Regarding: Watershed Management Organization

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

- Reviewing jurisdictional boundary relative to the City of Mendota Heights
- Drafting letter of approval for the City of Mendota Local Water Management Plan on behalf of the LMRWMO Board of Managers
- Drafting memorandum to the Board regarding formal review of the draft Watershed Management Plan
- Preparing for, and attending the July 13, 2022 Board of Managers meeting
- Communicating with LMRWMO Administrator and project management

## Professional Services from June 18, 2022 to July 15, 2022

Job	2020	2020 Engineering Services
Task	001	Board Meetings

### Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	3.70	155.00	573.50
Support Personnel II			
Wilson, Gina	.50	110.00	55.00
	4.20		628.50
<b>Subtotal Labor</b>			<b>628.50</b>
		<b>Task Subtotal</b>	<b>\$628.50</b>

Task	002	Technical Assistance
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### Labor Charges

	Hours	Rate	Amount
Vice President			
Kieffer, Janna	.10	185.00	18.50
Engineer / Scientist / Specialist III			
Williams, Sterling	1.20	155.00	186.00
	1.30		204.50
<b>Subtotal Labor</b>			<b>204.50</b>

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

Project	23190078.00	Lower Mississippi River	Invoice	249
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**Task Subtotal** **\$204.50**

**Job Subtotal** **\$833.00**

**Total this Invoice** **\$833.00**

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](mailto: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





# 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

August 23, 2022  
Invoice No: 23191436.00 - 21

<b>Total this Invoice</b>	<b>\$5,372.50</b>
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Regarding: Fourth generation update to the Lower Mississippi River WMO Watershed Management Plan

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

- Updating Plan figures per Administrator comments
- Revising draft Plan document text and tables per Administrator feedback in preparation for formal 60-day Plan review
- 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	\$ 3,865.00		\$ 3,865.00	\$ (935.00)
	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	\$ 4,861.50		\$ 4,861.50	\$ 18.50
	1H0	\$ 3,170.00	\$ 3,519.50	\$ 442.50	\$ 3,962.00	\$ (792.00)
PLAN - Prepare Draft Plan	2A0	\$ 6,890.00	\$ 7,152.50	\$ 495.00	\$ 7,647.50	\$ (757.50)
	2B0	\$ 6,730.00	\$ 2,586.00		\$ 2,586.00	\$ 4,144.00
	2C0	\$ 6,840.00	\$ 7,632.50		\$ 7,632.50	\$ (792.50)
	2D0	\$ 7,540.00	\$ 3,146.50	\$ 852.50	\$ 3,999.00	\$ 3,541.00
	2E0	\$ 7,710.00	\$ 2,123.50	\$ 2,342.50	\$ 4,466.00	\$ 3,244.00
REV - Review and Adoption	3A0	\$ 4,240.00	\$ -	\$ 1,240.00	\$ 1,240.00	\$ 3,000.00
	3B0	\$ 3,600.00	\$ -		\$ -	\$ 3,600.00
	3C0	\$ -	\$ -		\$ -	\$ -
	3D0	\$ 5,000.00	\$ -		\$ -	\$ 5,000.00
	3E0	\$ 2,260.00	\$ -		\$ -	\$ 2,260.00
<b>Total</b>		\$ 71,650.00	\$ 38,765.50	\$ 5,372.50	\$ 44,138.00	\$ 27,512.00

## Professional Services from June 18, 2022 to July 15, 2022

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

Project	23191436.00	LMRWMO 4th Generation Plan	Invoice	21
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Task	1H0	prioritize issues with board			
<b>Labor Charges</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer / Scientist / Specialist III					
Williams, Sterling			2.50	155.00	387.50
Support Personnel II					
Wilson, Gina			.50	110.00	55.00
			3.00		442.50
		<b>Subtotal Labor</b>			<b>442.50</b>
				<b>Task Subtotal</b>	<b>\$442.50</b>
				<b>Job Subtotal</b>	<b>\$442.50</b>

Job	PLAN	Prepare Draft Plan			
Task	2A0	aggregate data and update inventory			
<b>Labor Charges</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer / Scientist / Specialist III					
Williams, Sterling			1.50	155.00	232.50
Engineer / Scientist / Specialist I					
Long, Colleen			2.50	105.00	262.50
			4.00		495.00
		<b>Subtotal Labor</b>			<b>495.00</b>
				<b>Task Subtotal</b>	<b>\$495.00</b>

Task	2D0	updated targeted implementation			
<b>Labor Charges</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer / Scientist / Specialist III					
Williams, Sterling			5.50	155.00	852.50
			5.50		852.50
		<b>Subtotal Labor</b>			<b>852.50</b>
				<b>Task Subtotal</b>	<b>\$852.50</b>

Task	2E0	compile draft plan and executive summary			
<b>Labor Charges</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Vice President					
Kieffer, Janna			.10	185.00	18.50
Engineer / Scientist / Specialist III					
Williams, Sterling			11.20	155.00	1,736.00
Engineer / Scientist / Specialist I					
Long, Colleen			5.60	105.00	588.00
			16.90		2,342.50
		<b>Subtotal Labor</b>			<b>2,342.50</b>

Project	23191436.00	LMRWMO 4th Generation Plan	Invoice	21
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**Task Subtotal** **\$2,342.50**

**Job Subtotal** **\$3,690.00**

Job	REV	Review and Adoption
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Task	3A0	revise plan per Board feedback
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**Labor Charges**

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	8.00	155.00	1,240.00
	8.00		1,240.00
<b>Subtotal Labor</b>			<b>1,240.00</b>
		<b>Task Subtotal</b>	<b>\$1,240.00</b>
		<b>Job Subtotal</b>	<b>\$1,240.00</b>
		<b>Total this Invoice</b>	<b>\$5,372.50</b>

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](mailto: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**

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

June 20, 2022  
Invoice No: 23191476.00 - 3

<b>Total this Invoice</b>	<b>\$3,928.49</b>
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## Regarding: Lake Augusta Water Quality Improvement and Outlet Feasibility Study

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

- Reconnaissance site visit and planning stormwater monitoring equipment installation at each site
- Securing monitoring equipment and supplies
- Programmed and installed lake level gage and logger on April 30, 2022
- Completed lake water quality monitoring event on May 17, 2022
- Internal communications, invoicing and project management

Task Number	Task	Budget	Current Invoice	Previously Invoiced	Total Billed	Remaining Budget	Percent Billed
1	Lake August Monitoring	\$13,000.00	\$2,376.94	\$1,550.79	\$3,927.73	\$9,072.27	30%
2	Watershed Monitoring	\$18,000.00	\$1,478.05	\$90.00	\$1,568.05	\$16,431.95	9%
3	Background and GIS Mapping	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%
4	Watershed modeling	\$9,500.00	\$0.00	\$0.00	\$0.00	\$9,500.00	0%
5	In-lake modeling	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%
6	Feasibility analysis/reporting	\$20,000.00	\$55.00	\$0.00	\$55.00	\$19,945.00	0%
7	Meetings/presentation	\$10,000.00	\$18.50	\$0.00	\$18.50	\$9,981.50	0%
<b>Total</b>		<b>\$86,500.00</b>	<b>\$3,928.49</b>	<b>\$1,640.79</b>	<b>\$5,569.28</b>	<b>\$80,930.72</b>	

## Professional Services from April 23, 2022 to May 20, 2022

Job	0001	Lake Augusta Feasibility Study
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Task	001	Lake Augusta monitoring
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### Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Olson, Terri	.30	155.00	46.50
Engineer / Scientist / Specialist II			
Bonick, Christopher	2.50	135.00	337.50
Engineer / Scientist / Specialist I			
Hankard, Madeline	.90	90.00	81.00

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



Project	23191476.00	Lake Augusta Water Quality Improvement	Invoice	3
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Technician II				
Melmer, David	9.50	95.00	902.50	
Novack, John	2.20	105.00	231.00	
Support Personnel II				
Treanor, Margaret	2.10	120.00	252.00	
	17.50		1,850.50	
<b>Subtotal Labor</b>				<b>1,850.50</b>

#### Subconsultant Charges

Subconsultants				
4/28/2022	RMB Environmental Laboratories Inc		121.00	
5/10/2022	RMB Environmental Laboratories Inc		52.80	
<b>Subtotal Subconsultant</b>				<b>173.80</b>

#### Expense Charges

Communications				
5/15/2022	Quicksilver Express Courier	05.02.2022	33.37	
<b>Subtotal Expenses</b>				<b>33.37</b>

#### Unit Charges

Hand Held Velocity Flow Meter	0.5 days @ 40.50	20.25		
Vehicle (Mileage)	62.0 miles @ 0.585	36.27		
Water Quality Meter (YSI 556 MPS)	1.0 day @ 85.00	85.00		
Barr Owned Vehicle Use	1.5 days @ 95.00	142.50		
Canoe	0.5 days @ 32.00	16.00		
Ice (per bag)	1.0 ea @ 2.50	2.50		
Kemmerer Vertical Bottle Sampler	0.5 days @ 33.50	16.75		
<b>Subtotal Units</b>				<b>319.27</b>
<b>Task Subtotal</b>				<b>\$2,376.94</b>

Task 002 Watershed monitoring

#### Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist IV				
Wilson, Gregory	6.90	180.00	1,242.00	
Technician II				
Melmer, David	2.30	95.00	218.50	
	9.20		1,460.50	
<b>Subtotal Labor</b>				<b>1,460.50</b>

#### Expense Charges

Travel				
5/20/2022	Wilson, Gregory	Mileage	17.55	
<b>Subtotal Expenses</b>				<b>17.55</b>
<b>Task Subtotal</b>				<b>\$1,478.05</b>

Task 006 Feasibility analysis/reporting

#### Labor Charges

	Hours	Rate	Amount	
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Project	23191476.00	Lake Augusta Water Quality Improvement	Invoice	3
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Support Personnel II

Wilson, Gina

.50

110.00

55.00

.50

55.00

**Subtotal Labor**

**55.00**

**Task Subtotal**

**\$55.00**

Task 007 Meetings/presentation

**Labor Charges**

**Hours**

**Rate**

**Amount**

Vice President

Kieffer, Janna

.10

185.00

18.50

.10

18.50

**Subtotal Labor**

**18.50**

**Task Subtotal**

**\$18.50**

**Job Subtotal**

**\$3,928.49**

**Total this Invoice**

**\$3,928.49**

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](mailto: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

June 20, 2022  
Invoice No: 23190078.00 - 247

<b>Total this Invoice</b>	<b>\$2,344.00</b>
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## Regarding: Watershed Management Organization

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

- Drafting memoranda for May Board packet
- Preparing for, and attending the May 11, 2022 Board of Managers meeting
- Collecting and providing available modeling for Interstate Valley Creek
- Participating in MPCA Watershed Professional Judgment Group meeting regarding LMRWMO waterbody assessments
- Communicating with LMRWMO Administrator and project management
- Reviewing the City of Mendota Local Water Management Plan

### Professional Services from April 23, 2022 to May 20, 2022

Job	2020	2020 Engineering Services
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Task	001	Board Meetings
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#### Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	5.50	155.00	852.50
	5.50		852.50
<b>Subtotal Labor</b>			<b>852.50</b>
		<b>Task Subtotal</b>	<b>\$852.50</b>

Task	002	Technical Assistance
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#### Labor Charges

	Hours	Rate	Amount
Vice President			
Kieffer, Janna	.10	185.00	18.50
Engineer / Scientist / Specialist IV			
Wilson, Gregory	2.50	180.00	450.00
Engineer / Scientist / Specialist III			
Williams, Sterling	6.60	155.00	1,023.00
	9.20		1,491.50
<b>Subtotal Labor</b>			<b>1,491.50</b>
		<b>Task Subtotal</b>	<b>\$1,491.50</b>

Project	23190078.00	Lower Mississippi River	Invoice	247
<b>Job Subtotal</b>			<b>\$2,344.00</b>	
<b>Total this Invoice</b>			<b>\$2,344.00</b>	

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](mailto: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



# INVOICE

Barr Engineering Co.  
4300 MarketPointe Drive, Suite 200  
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Phone: 952-832-2600; Fax: 952-832-2601  
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**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

August 23, 2022  
Invoice No: 23191476.00 - 5

<b>Total this Invoice</b>	<b>\$5,961.10</b>
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## Regarding: Lake Augusta Water Quality Improvement and Outlet Feasibility Study

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

- Maintaining stormwater monitoring equipment installation and collected baseflow water quality samples at eachsite
- Maintaining lake level gage and logger
- Completed lake water quality monitoring events on June 26 and July 6, 2022
- Compiling monitoring results and completing quality checks
- Compiling background documents and developing GIS base mapping
- Internal communications, invoicing and project management

Task Number	Task	Budget	Current Invoice	Previously Invoiced	Total Billed	Remaining Budget	Percent Billed
1	Lake August Monitoring	\$13,000.00	\$2,809.10	\$6,484.43	\$9,293.53	\$3,706.47	71%
2	Watershed Monitoring	\$18,000.00	\$1,178.00	\$9,547.29	\$10,725.29	\$7,274.71	60%
3	Background and GIS Mapping	\$8,000.00	\$1,919.00	\$0.00	\$1,919.00	\$6,081.00	24%
4	Watershed modeling	\$9,500.00	\$0.00	\$0.00	\$0.00	\$9,500.00	0%
5	In-lake modeling	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%
6	Feasibility analysis/reporting	\$20,000.00	\$55.00	\$55.00	\$110.00	\$19,890.00	1%
7	Meetings/presentation	\$10,000.00	\$0.00	\$890.50	\$890.50	\$9,109.50	9%
	<b>Total</b>	<b>\$86,500.00</b>	<b>\$5,961.10</b>	<b>\$16,977.22</b>	<b>\$22,938.32</b>	<b>\$63,561.68</b>	

## Professional Services from June 18, 2022 to July 15, 2022

Job	0001	Lake Augusta Feasibility Study
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Task	001	Lake Augusta monitoring
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## Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist IV Wilson, Gregory	.50	180.00	90.00
Engineer / Scientist / Specialist III Olson, Terri	.70	155.00	108.50
Engineer / Scientist / Specialist II Menken, Kevin	2.00	130.00	260.00
Engineer / Scientist / Specialist I Hankard, Madeline	.40	90.00	36.00
Technician II Novack, John	3.70	105.00	388.50
Technician I Schneider, Anna	.30	80.00	24.00

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

Project	23191476.00	Lake Augusta Water Quality Improvement	Invoice	5
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Support Personnel II

Treanor, Margaret	2.30	120.00	276.00
	9.90		1,183.00

**Subtotal Labor** **1,183.00**

**Subconsultant Charges**

Subconsultants

7/5/2022	RMB Environmental Laboratories Inc	121.00
7/11/2022	RMB Environmental Laboratories Inc	121.00
7/11/2022	RMB Environmental Laboratories Inc	79.20

**Subtotal Subconsultant** **321.20**

**Expense Charges**

Materials / Equipment

7/2/2022	Corporate VISA	THE HOME DEPOT; 06.03.2022	144.45
7/2/2022	Corporate VISA	THE HOME DEPOT; 06.12.2022	20.39
7/2/2022	Corporate VISA	JERRY S; 06.27.2022	30.10

**Subtotal Expenses** **194.94**

**Unit Charges**

Canoe	1.0 day @	32.00	32.00
Ice (per bag)	1.0 ea @	2.50	2.50
Kemmerer Vertical Bottle Sampler	1.0 day @	33.50	33.50
Environmental Equipment Shelter	28.0 days @	1.65	46.20
Data Transfer System (DTU)	0.5 days @	22.00	11.00
Vehicle (Mileage)	53.0 miles @	0.585	31.01
Vehicle (Mileage)	78.0 miles @	0.625	48.75
Barr Owned Vehicle Use	2.0 days @	95.00	190.00
Water Quality Meter (YSI 556 MPS)	1.0 day @	85.00	85.00
Depth Sensor/Flow Meter only	35.0 days @	18.00	630.00

**Subtotal Units** **1,109.96**

**Task Subtotal** **\$2,809.10**

Task 002 Watershed monitoring

**Labor Charges**

	Hours	Rate	Amount
Technician II			
Melmer, David	12.40	95.00	1,178.00
	12.40		1,178.00
<b>Subtotal Labor</b>			<b>1,178.00</b>
<b>Task Subtotal</b>			<b>\$1,178.00</b>

Task 003 Background and GIS mapping

**Labor Charges**

	Hours	Rate	Amount	
Engineer / Scientist / Specialist IV				
Wilson, Gregory	8.60	180.00	1,548.00	
Technician I				
Woolley, Vanessa	5.30	70.00	371.00	
	13.90		1,919.00	
<b>Subtotal Labor</b>				<b>1,919.00</b>
		<b>Task Subtotal</b>		<b>\$1,919.00</b>

Task 006 Feasibility analysis/reporting

**Labor Charges**

	Hours	Rate	Amount	
Support Personnel II				
Wilson, Gina	.50	110.00	55.00	
	.50		55.00	
<b>Subtotal Labor</b>				<b>55.00</b>
		<b>Task Subtotal</b>		<b>\$55.00</b>
		<b>Job Subtotal</b>		<b>\$5,961.10</b>
		<b>Total this Invoice</b>		<b>\$5,961.10</b>

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](mailto: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





## MEMORANDUM

**To:** Nancy Bauer  
**From:** Joe Barten, LMRWMO Administrator  
**Subject:** Lower Mississippi River WMO - Financial Actions  
**Date:** July 12, 2022

Enclosed please find the attached invoice for expenditures from Peterson Company Ltd. I have reviewed the invoice and recommend the LMRWMO submit payment for expenses incurred.

Please prepare a check in the following amount:

- \$4,100.00 to Peterson Companies Ltd. for preparation of audited financial statements for December 31, 2021.

Thank you and please contact me with any questions.

Joe Barten  
Administrator  
Lower Mississippi River Watershed Management Organization

Enclosed: Invoice from Peterson Company Ltd.



# PETERSON COMPANY LTD

570 Cherry Drive  
Waconia, MN 55387  
(952) 442-4408  
www.pclcpas.com

Lower Mississippi River Watershed Management Organization  
4100 220th St. W, Suite 102  
Mendota Heights, MN 55024

Date: 7/1/2022  
Invoice Number: 26259  
Client: 2027125

---

*For professional services rendered as follows:*

Preparation of audited financial statements for December 31, 2021 \$4,100.00

Invoice Total: \$4,100.00  
Prior Balance: \$0.00  
Current Amount Due: \$4,100.00

---

Please return this portion with payment.

2027125  
Lower Mississippi River Watershed Management Organization

Date: 7/1/2022  
Invoice Number: 26259  
Invoice Amount: \$4,100.00  
Due Upon Receipt

Circle One: VISA    Master Card    Discover

Card # \_\_\_\_\_ Exp: \_\_\_\_\_

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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	\$53,619.29						\$115,735.56	(\$0.56)	100%	
Interest	\$600.00	\$33.70	\$33.56	\$30.16	\$39.24	\$34.16	\$30.75	\$57.32	\$47.54	\$79.40		\$385.83	\$214.17	64%	
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	\$53,653.45	\$30.75	\$57.32	\$47.54	\$79.40		\$117,041.39			
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	\$53.00	\$217.50		\$269.50	\$1,696.00		\$3,611.00	\$6,000.00	66%	
Meetings	\$6,000.00	\$300.00	\$750.00	\$341.00	\$542.50	\$544.50	\$790.50		\$387.50	\$1,481.00		\$5,137.00	\$6,500.00	86%	
Watershed Plan Amendment	\$40,000.00	\$1,845.00	\$1,038.00	\$1,362.50	\$3,706.00	\$6,913.50	\$3,996.50		\$6,441.00	\$6,411.00		\$31,713.50	\$8,286.50	79%	
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						\$750.00			\$5,250.00	\$6,750.00	44%	
Water Monitoring <sup>4</sup>	\$22,000.00	\$2,660.00	\$2,115.75			\$935.00			\$1,827.50			\$7,538.25	\$14,461.75	34%	
Ramsey County Subwatershed Analysis <sup>2</sup>	\$4,250.00											\$0.00	\$4,250.00	0%	
Grant Matching Funds	\$4,640.00					\$3,040.00						\$3,040.00	\$1,600.00	66%	
Education															
Landscaping for Clean Water Workshops	\$6,400.00								\$3,400.00			\$3,400.00	\$3,000.00	53%	
MN Water Stewards Program	\$10,000.00		\$120.00	\$600.00		\$892.50						\$1,612.50	\$8,387.50	16%	
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					\$1,912.50			\$1,147.50			\$3,060.00	(\$1,060.00)	153%	
Metro Watershed Partners	\$1,000.00		\$1,000.00									\$1,000.00	\$0.00	100%	
Website Update / Maintenance <sup>3</sup>	\$4,000.00		\$1,380.00			\$5,305.00			\$382.50			\$7,067.50	(\$3,067.50)	177%	
Board Education	\$500.00											\$0.00	\$500.00	0%	
Administration															
General Administration	\$36,000.00	\$2.00	\$5,252.00	\$2.00	\$61.83	\$7,999.50		\$4.00	\$6,382.50	\$4.00		\$19,707.83	\$16,292.17	55%	
Insurance	\$2,500.00									\$2,473.00		\$2,473.00	\$27.00	99%	
Attorney and Audit	\$5,000.00				\$204.00	\$85.00	\$554.40	\$211.40	\$360.20	\$4,151.00		\$5,566.00	(\$566.00)	111%	
Subtotal Operating Expenses	\$169,790.00	\$4,963.00	\$16,566.75	\$3,003.00	\$4,624.83	\$27,680.50	\$5,558.90	\$215.40	\$21,348.20	\$16,216.00		\$100,176.58	\$79,361.42	59%	
Subtotal Grant Expenses	\$198,324.00	\$5,985.63	\$4,395.83	\$0.00	\$0.00	\$10,940.50	\$3,846.29	\$3,865.00	\$17,563.94	\$14,520.48		\$61,117.67	\$146,222.84	31%	
Overall Fund Balance		\$263,000.97	\$242,071.95	\$239,099.11	\$296,629.79	\$311,662.24	\$302,287.80	\$298,264.72	\$259,400.12	\$228,743.04					
Total Grant Balance		\$112,870.37	\$108,474.54	\$108,474.54	\$108,474.54	\$97,534.04	\$93,687.75	\$89,822.75	\$72,258.81	\$57,738.33					
LMRWMO Operating Fund Balance		\$150,130.60	\$133,597.41	\$130,624.57	\$188,155.25	\$214,128.20	\$208,600.05	\$208,441.97	\$187,141.31	\$171,004.71					
Unencumbered Operating Fund Balance <sup>1</sup>		\$140,130.60	\$123,597.41	\$120,624.57	\$178,155.25	\$204,128.20	\$198,600.05	\$198,441.97	\$177,141.31	\$161,004.71					

Carryover Fund Balance from Dec. 8, 2021 **\$267,010.27**

Anticipated use of Fund Balance in 2022 **\$39,955.00**

#### 2022 Budget Notes:

- \$10,000 set aside in 2022 for 2033 Watershed Plan Update, will add \$5,000 annually to encumbered amount.
  - Is carryover from November 2020 approved expenditure. Budget amended on 3-9-22 due to omission from original 2022 budget.
  - Is carryover from May 2020 approved expenditure. Amended on 3-9-22 due to omission from original 2022 budget.
  - 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
<b>BWSR - FY 2019 Watershed Based Implementation Funding</b>														
<b>Revenue</b>														
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%
<b>Total Revenue</b>	<b>\$204,310.00</b>	<b>\$72,335.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$72,335.00</b>	<b>\$131,975.00</b>	<b>35%</b>
<b>Expenses</b>														
Grant Administration	\$8,000.00	\$497.43					\$2,080.00			\$567.00		\$3,144.43	\$4,855.57	39%
Education Program Implementation	\$36,000.00	\$1,899.87		\$492.64			\$2,684.00	\$2,360.00	\$3,865.00		\$2,116.14	\$13,417.65	\$22,582.35	37%
Education Program Project Dev.	\$4,670.00	\$913.75		\$3,258.97						\$2,713.50		\$6,886.22	(\$2,216.22)	147%
(WMO)	\$4,640.00						\$3,040.00					\$3,040.00	\$1,600.00	66%
Interstate Valley Creek Project Dev.	\$4,000.00	\$339.96					\$2,972.00			\$2,551.50		\$5,863.46	(\$1,863.46)	147%
Interstate Valley Creek Study	\$44,000.00										\$2,514.75	\$2,514.75	\$41,485.25	6%
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			\$3,050.00			\$324.00		\$6,352.84	(\$2,352.84)	159%
Lake Augusta Study	\$44,000.00						\$154.50	\$1,486.29		\$11,407.94	\$9,889.59	\$22,938.32	\$21,061.68	52%
Lake Augusta Study Match	\$30,000.00											\$0.00	\$30,000.00	0%
<b>Total Expenses</b>	<b>\$204,310.00</b>	<b>\$5,985.63</b>	<b>\$0.00</b>	<b>\$4,395.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,980.50</b>	<b>\$3,846.29</b>	<b>\$3,865.00</b>	<b>\$17,563.94</b>	<b>\$14,520.48</b>	<b>\$64,157.67</b>	<b>\$140,152.33</b>	<b>31%</b>
<b>FY-19 WBIF Balance</b>		<b>\$66,349.37</b>	<b>\$66,349.37</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$47,973.04</b>	<b>\$44,126.75</b>	<b>\$40,261.75</b>	<b>\$22,697.81</b>	<b>\$8,177.33</b>	<b>\$8,177.33</b>		
<b>BWSR - FY 2021 Watershed Based Implementation Funding</b>														
<b>Revenue</b>														
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%
<b>Total Revenue</b>	<b>\$102,346.00</b>	<b>\$46,521.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$46,521.00</b>	<b>\$55,825.00</b>	<b>45%</b>
<b>Expenses</b>														
Grant Administration	\$10,042.00											\$0.00	\$10,042.00	0%
Erosion & Direct Drainage Study	\$71,000.00											\$0.00	\$71,000.00	0%
(WMO)	\$9,304.00											\$0.00	\$9,304.00	0%
Project Development	\$12,000.00											\$0.00	\$12,000.00	0%
<b>Total Expenses</b>	<b>\$102,346.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$102,346.00</b>	<b>0%</b>
<b>FY-21 WBIF Balance</b>		<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>		
<b>MN DNR - Seidis Lake Shoreline LCCMR Grant</b>														
<b>Revenue</b>														
Grant Reimbursement Payments	\$382,000.00											\$0.00	\$382,000.00	0%
Matching funds	\$75,000.00											\$0.00	\$75,000.00	0%
<b>Total Revenue</b>	<b>\$457,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$457,000.00</b>	<b>0%</b>
<b>Expenses</b>														
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											\$0.00	\$37,500.00	0%
<b>Total Expenses</b>	<b>\$457,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$419,500.00</b>	<b>0%</b>
<b>Seidis Lake Shoreline Balance</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
	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
<b>TOTAL GRANT FUNDS RECEIVED</b>	<b>\$763,656.00</b>	<b>\$118,856.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$118,856.00</b>	<b>\$644,800.00</b>	<b>16%</b>
<b>PASS THROUGH MATCH RECEIVED</b>	<b>\$130,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$143,944.00</b>	<b>0%</b>
<b>LMRWMO MATCH PROVIDED</b>	<b>\$13,944.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,040.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,040.00</b>	<b>\$644,800.00</b>	<b>22%</b>
<b>GRANT EXPENSES (MINUS WMO MATCH)</b>	<b>\$749,712.00</b>	<b>\$5,985.63</b>	<b>\$0.00</b>	<b>\$4,395.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,940.50</b>	<b>\$3,846.29</b>	<b>\$3,865.00</b>	<b>\$17,563.94</b>	<b>\$14,520.48</b>	<b>\$64,157.67</b>	<b>\$685,554.33</b>	<b>9%</b>
<b>PASS THROUGH MATCH EXPENSES</b>	<b>\$130,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,040.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,040.00</b>	<b>\$126,960.00</b>	<b>2%</b>
<b>NET PASS THROUGH MATCH FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$3,040.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>NET FUND BALANCE (MINUS WMO MATCH)</b>		<b>\$112,870.37</b>	<b>\$112,870.37</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$97,534.04</b>	<b>\$93,687.75</b>	<b>\$89,822.75</b>	<b>\$72,258.81</b>	<b>\$57,738.33</b>	<b>\$54,698.33</b>		

**JOINT POWERS AGREEMENT  
ESTABLISHING THE  
LOWER MISSISSIPPI RIVER  
WATERSHED MANAGEMENT ORGANIZATION**

**THE PARTIES TO THIS AGREEMENT ("Agreement")** are Members of the Lower Mississippi River Watershed Management Organization and have land that drain surface water into the Mississippi River. This Agreement combines and replaces the following documents in their entirety: (i) the original Joint Powers Agreement that established a Watershed Management Organization for the Lower Mississippi River which became effective in 1985; (ii) the Revised and Restated Joint Powers Agreement executed by Member Cities in 2003; (iii) the Amendment to the Revised and Restated Joint Powers Agreement which was executed in 2011; (iv) the Second Amendment to the Revised and Restated Joint Powers Agreement which was executed in 2013; and (iv) the Third Amendment to the Revised and Restated Joint Powers Agreement that was executed in 2014. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. §§ 471.59 and 103B.201 - 103B.252.

**SECTION 1. NAME AND LEGAL BOUNDARY.** The parties hereby establish the Lower Mississippi River Watershed Management Organization, hereinafter referred to as the "WMO." The "Revised Legal Boundary Map of the Lower Mississippi River Watershed Management Organization" is attached hereto as **Exhibit "A"**.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to provide an organization to regulate the natural water storage and retention of the Lower Mississippi watershed to:

A. Protect, preserve, and use natural surface and ground water storage and retention systems;

- B. Minimize public capital expenditures needed to correct flooding and water quality problems;
- C. Identify and plan for means to effectively protect and improve surface and ground water quality;
- D. Establish more uniform local policies and official controls for surface and ground water management;
- E. Prevent erosion of soil into surface water systems;
- F. Promote ground water recharge;
- G. Protect and enhance fish and wildlife habitat and water recreational facilities;
- H. Secure the other benefits associated with the proper management of surface and ground water; and
- I. Carry out all the duties and responsibilities in Minn. Stat. §§ 471.59 and 103B.201 - 103B.252.

### **SECTION 3. DEFINITIONS.**

**"Allowable Flow"** means the rate and volume of flow, according to the design criteria set forth in this Agreement and the Watershed Management Plan, at which a Member community may discharge into the drainage system without financial obligation and as the rate and volume of surface water runoff from a tributary area under natural conditions, with a drainage system in place which has been designed and constructed according to the criteria stated herein, excluding diverted waters. Current topographic data that exists on the enactment date of this Agreement shall be used for the determination of the natural conditions and calculation of the allowable flow.

**"Board"** means the Board of Managers of the WMO.

**"Council"** means the governing body of a governmental unit which is a Member of this WMO.

**"Drainage Facilities"** means any improvement constructed for the conveyance or storage of surface water.

**"Drainage System"** means the combination of drainage facilities required to safely control or convey runoff water from a major tributary drainage area(s) to a point of final discharge into a water body.

**"Excessive Flow"** means that rate and volume of flow, calculated according to the design criteria in the Watershed Management Plan, from a Member which is in excess of the allowable flow of that Member.

**"Governmental Unit"** means any city.

**"Lower Mississippi River Watershed"** or **"Watershed"** means the area contained within the "Legal Boundary Map of the Lower Mississippi River Water Management Organization" attached hereto as Exhibit "A".

**"Manager"** means the representative appointed to the Board by a Member.

**"Manager-Alternate or Alternate Manager"** means a person appointed to the Board by a Member to serve as a representative in the absence of the Manager.

**"Member"** means a governmental unit which enters into this Agreement.

**"Natural Conditions"** means the characteristics of the land on the date of enactment without regard to any urban development including structures, parking lots, or other artificial improvements.

**"Rate of Flow"** means the discharge of surface water runoff as a function of time which has been calculated according the design criteria identified in the Watershed Management Plan.

The rate of flow shall apply to the design and construction of open channels and storm sewer conduits.

**"Volume of Flow"** means the total discharge of all surface water runoff which has been calculated according to the design criteria identified in the Watershed Management Plan. The volume of runoff flow shall apply to the design and construction of detention facilities.

**"Watershed Management Organization"** or **"WMO"** means the organization created by this Agreement the full name of which is "Lower Mississippi River Watershed Management Organization." It shall be a public agency of its Members.

**"Watershed Management Plan" or "Watershed Plan" means the current adopted 10 year Comprehensive Watershed Management Plan including any subsequent amendments created by and approved by the Board of Managers meeting the requirements of Minn. Stat. § 103B.231.**

**SECTION 4. MEMBERSHIP AND WEIGHTED VOTING.** The Membership of the WMO shall consist of the following governmental units, with each entitled to the following number of eligible weighted votes:

<u>Member</u>	<u>Votes</u>
City of Inver Grove Heights	3 votes
City of Lilydale	1 vote
City of Mendota Heights	2 votes
City of Saint Paul	2 votes
City of South Saint Paul	2 votes
City of Sunfish Lake	1 vote
City of West Saint Paul	2 votes

No change in governmental boundaries, structure, organizational status, or character shall affect the eligibility of any governmental unit listed above to be represented on the WMO, so

long as such governmental unit continues to exist as a separate political subdivision. A majority of all eligible votes shall be sufficient for all matters, unless otherwise provided for in this Agreement. A majority vote of all Members, with each Member having one vote, shall be required for Section 7. A Member may not cast a split vote. Any Member that fails to contribute their share of the WMO annual administration fund or their allocation of a capital improvement cost, shall be declared ineligible for voting on all matters before the Board, until such contribution is made to the WMO.

## **SECTION 5. ADVISORS**

A. **Technical Advisory Committee.** The following governmental subdivisions or agencies shall be requested to appoint a non-voting advisory Member to the WMO: Member Cities, Dakota County, Ramsey County, Dakota County Soil and Water Conservation District. The advisory Members shall not be required to contribute funds for the operation of the WMO, except as provided in Minn. Stat. § 103B.231, but may provide technical services.

B. **Citizen Advisory Committee.** The WMO may establish a citizen advisory committee ("CAC") from the public at large to provide input on Watershed Management Plan revisions and other matters as deemed appropriate. The CAC shall be appointed by the WMO considering individuals nominated by each Member. The WMO will notify each Member of its intent to establish a CAC, will specify the purpose and duration of the CAC and, will request each Member to nominate candidates to be considered for appointment by the WMO. At the time of establishment of a CAC, the WMO will appoint a chair of the CAC, a



board member liaison to the CAC, establish a time for submittal of any comments, and specify the support the WMO will provide to the CAC.

C. **Other Advisors.** Each Member City may designate a non-voting staff advisory member to the WMO Board. The Dakota County Soil and Water Conservation District (SWCD) shall designate a non-voting staff advisory member to the WMO Board.

## **SECTION 6. BOARD OF MANAGERS.**

A. **Appointment.** The governing body of the WMO shall be its Board. Each Member shall be entitled to appoint one Manager and an Alternate Manager on the Board, consistent with the provisions of Minn. Stat. § 103B.227. The Alternate shall have the right to vote in the absence of their Manager representative. Vacancies in the office of Manager or Alternate Manager shall be filled for the remainder of the term by the Member which appointed or had the right to appoint the Manager. Manager vacancies shall be filled within ninety (90) days after they occur.

B. **Eligibility or Qualification.** The Council of each Member shall determine the eligibility or qualification of its representative on the WMO.

C. **Term.** The Managers shall not have a fixed term, but shall serve at the pleasure of the Member appointing such Manager to the Board.

D. **Compensation.** Managers shall serve without compensation from the WMO, but this shall not prevent a Member from providing compensation for its Manager.

E. **Organizational Meeting.** At the first meeting of the Board each year, the Board shall elect from its Managers a chair, a vice chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. The Board shall adopt rules of

order and procedure governing its meetings and affairs as it deems appropriate. The rules of order and procedure may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days' prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent. A majority vote of all eligible votes of the Members of the WMO shall be sufficient to adopt any proposed amendment to such rules of order and procedure.

F. **Annual Meeting Requirement.** The Board shall meet at least annually, at times and places selected by the Board. If the Board changes its regularly established meeting place or time, it shall place a notice of the change on a bulletin board at least three (3) days in advance in the building where it was scheduled to meet.

G. **Committees.** The Board may establish committees as it deems appropriate.

H. **Action.** Unless otherwise specified in this Agreement, action by the Board shall require a majority vote of the Managers present with a minimum of 4 Managers representing a quorum to take action and conduct business.

**SECTION 7. POWERS AND DUTIES OF THE WMO.** The WMO, acting by its Board:

A. Shall prepare, adopt, and implement a Watershed Management Plan meeting the requirements of Minn. Stat. § 103B.231;

B. Shall review and approve local water management plans as provided in Minn. Stat. § 103B.235;

C. Shall exercise the authority of a watershed district under Minn. Stat.

Chapter 103D to regulate the use and development of land in the watershed when one or more of the following conditions exist:

1. The local government unit exercising planning and zoning authority over the land under Minn. Stat. §§ 366.10 to 366.19, 394.21 to 394.37, or 462.351 to 462.364 does not have a local water management plan approved and adopted in accordance with requirements of Minn. Stat. § 103B.235 or has not adopted the implementation program described in the plan.
2. An application to the local government unit for a permit for the use and development of land, requires an amendment to, or variance from, the adopted local water management plan or implementation program of the local unit.
3. The local government unit has authorized the WMO to require permits for the use and development of land.

D. Shall adopt an annual work plan.

E. May employ such persons as it deems necessary to accomplish its duties and powers.

F. May contract for space and for material and supplies to carry on its activities either with a Member or elsewhere.

G. May acquire necessary personal and real property to carry out its powers and its duties.

H. May make necessary surveys or use other reliable surveys and data, and develop projects to accomplish the purposes for which the WMO is organized.

I. May cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

J. May order any governmental unit to carry out the local water management plan which has been approved by the Board, or if the local unit of government fails to do so, in

addition to other remedies, in its discretion, the Board may implement any required action or improvement in accordance with this Agreement.

K. May acquire, operate, construct, and maintain the capital improvements delineated in the Watershed Management Plan adopted by the Board.

L. May contract for or purchase such insurance as the Board deems necessary for the protection of the WMO and its Board.

M. May establish and maintain devices for acquiring and recording hydrological and water quality data within the watershed area of the WMO.

N. May enter upon private lands within or outside and adjacent to the legal boundary of~~without~~ the watershed to make surveys and investigations to accomplish the purposes of the WMO.

O. May provide any Member with technical data or any other information of which the WMO has knowledge which will assist the Member in preparing land use classifications or local water management plans within the ~~watershed~~WMO, or in other water resources related to the functions of the WMO.

P. May provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, corporation, individual, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to the powers and duties of~~water quality~~ ~~within~~ the WMO.

Q. May accumulate reserve funds for the purposes herein mentioned and may invest funds of the WMO not currently needed for its operations.

R. May collect money, in accordance with the provisions of this Agreement, from its Members and from any other source approved by the Board.

S. May make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purposes and powers.

T. Shall cause to be made an annual audit of the books and accounts of the WMO and shall make and file a report to its Members at least once each year including the following information:

1. The financial condition of the WMO;
2. The status of all WMO projects and work within the watershed; and
3. The business transacted by the WMO and other matters which affect the interests of the WMO. Copies of the report shall be transmitted to ~~the clerk of~~ each Member by ~~June~~March 30~~1~~ of each year.

U. Shall make the WMO's books, reports, and records available for and open to inspection by its Members or the public at all reasonable times.

V. May recommend changes in this Agreement to its Members. Any amendments shall require ratification by all parties to this Agreement.

W. May exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as authorized by Minn. Stat. §§ 103B.201 through 103B.252.

X. Must solicit proposals for all legal, engineering, auditing, and other technical services in accordance with Minn. Stat. § 103B.227, subd. 5.

Y. Shall coordinate its planning activities with contiguous watershed management organizations and counties conducting water planning and implementation under Minn. Stat. Chapter 103B.

Z. Shall designate one or more legal newspapers of general circulation which are published in the county(ies) in which the watershed is located.

## **SECTION 8. POWERS AND DUTIES OF THE OFFICERS OF THE BOARD.**

A. It shall be the duty of the Chair of the Board to:

1. Attend and preside at all meetings of the Board;
2. Assist in the preparation of meeting agendas and the annual work plan;
3. See that orders and resolutions of the Board are carried into effect;
4. Sign and execute documents as may be required for the Board's exercise of its powers, except as otherwise required by law; and
5. Perform such other duties applicable to the office as are necessary to fulfill the powers and duties of the Board as set forth in this Agreement, and as provided by law.

B. It shall be the duty of the Vice Chair of the Board to:

1. Perform the duties of the Chair in the Chair's absence; and
2. Perform other duties as assigned from time to time by the Board.

C. It shall be the duty of the Secretary/Treasurer of the Board to:

1. Keep and post a true and accurate record of the proceedings of all meetings of the Board;
2. Keep a record of all amendments, alterations and additions to this Agreement;
3. Prepare and process all correspondence;
4. Prepare and file all reports and statements as required by law and this Agreement;
5. Keep all financial accounts of the WMO, and prepare and present to the Board full and detailed financial statements of the WMO prior to its annual meeting; and
6. Perform other duties as assigned from time to time by the Board.

The Board may delegate powers and duties of the Officers to WMO staff as necessary to accomplish the work of the WMO.

## **SECTION 9. CONSTRUCTION OF IMPROVEMENTS.**

A. **Capital Improvement Projects.** All construction, reconstruction, extension, or maintenance of WMO improvements, including outlets, lift stations, dams, reservoirs, or appurtenances of a surface water or storm sewer system ordered by the WMO which involve potential construction by and ~~or~~ assessment against any Member or against privately or publicly owned land within the watershed shall adhere to the following procedures set forth in this section. The Board shall secure from its engineers or some other competent person a preliminary report advising it whether the proposed improvement is feasible, whether there are feasible alternatives, whether the proposed improvement shall best be made as proposed or in conjunction with some other improvement, a determination of the quantity and/or quality of storm and surface water contributed to the improvement by each Member, the estimated cost of the improvement(s), including maintenance, the estimated cost to each Member, and evaluating the consistency of the improvement with the Watershed Management Plan capital improvement section. The Board shall then hold a public hearing on the proposed improvement. Notice of the hearing shall be mailed to the clerk of each affected Member and shall also be published in the Board's official newspaper(s). The notice shall be mailed not less than forty-five (45) days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost, and the estimated cost to each Member.

To order the improvement, a resolution setting forth the order shall require a favorable majority vote of all eligible votes of the Members of the WMO. The order shall describe the improvement, shall allocate in percentages the cost allocation among the Members, shall determine the method of financing, shall designate the engineers to prepare plans and specifications, and shall designate the entity that will contract for the improvement. The Board shall not order and no engineer shall prepare plans and specification before the Board has

adopted a resolution ordering the improvement. After the Board has ordered an improvement, it shall forward the preliminary report to all affected Members with an estimated time schedule for the construction of the improvement.

The Board shall allow not less than 90 days, nor more than 270 days, for each Member to conduct hearings as provided by law or applicable charter requirements, to approve the construction and the method of financing of the improvement which the Member will use to pay its proportionate share of the costs of the improvement.

If the WMO proposes to use Dakota County's and/or Ramsey County's bonding authority, or if the WMO proposes to certify all or any part of an improvement to Dakota and/or Ramsey County for payment, then and in that event all proceedings shall be carried out in accordance with Minn. Stat. § 103B.251.

The Board may order advertising for bids upon receipt of notice from each Member which will be assessed that it has completed its hearing or determined its method of payment, or upon expiration of 270 days after the mailing of the preliminary report to the Members, whichever occurs first.

B. **Appeal.** Any Member aggrieved by the determination of the Board as to the financing of an improvement or allocation of the costs of an improvement shall have thirty (30) days after the WMO resolution ordering the improvement to appeal the determination to arbitration. The appeal shall be in writing requesting the arbitration and shall be addressed to the Board in c/o City of South St. Paul, 125 3rd Ave. N., South St. Paul, MN 55075. The determination of the Member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three (3) persons: one to be appointed by the Board, one to be appointed by the appealing Member, and the third to be appointed by the two so selected. In the



event the two persons so selected do not appoint the third person within fifteen (15) days after their appointment, then the chief judge of the District Court of Dakota County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board of Arbitration. The third person selected shall not be a resident of any Member and if appointed by the chief judge, shall be a person knowledgeable in the subject matter of the dispute. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the WMO and the appealing Member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn. Stat. Chapter 572. Arbitration must be completed within the 270 day period provided for in paragraph A of this Section.

C.     **Contracts for Improvements.** The bidding and contracting of the work may be let by any Member or by the WMO as determined by the Board, in compliance with state statutes. Contracts and bidding procedures shall comply with all legal requirements.

D.     **Supervision.** All improvement contracts shall be supervised by the entity awarding the contract. A WMO representative shall also be authorized to observe and review the work in progress and the Members agree to cooperate with the WMO representative in accomplishing the WMO's purposes. Representatives of the WMO shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The WMO representative shall report to the Board on the progress of the work.

E.     **Land Acquisition.** The WMO shall not have the power of eminent domain. All easements or interest in land which are necessary for an improvement will be negotiated or condemned in accordance with Minn. Stat. Chapter 117 by the Member where the

land is located, and each Member agrees to acquire the necessary easement or right-of-way or partial or complete interest in land upon order of the Board to accomplish the purposes of this Agreement. All reasonable costs of the acquisition, including attorney's and appraiser's fees, shall be a cost of the improvement, and shall be allocated according to the formula for allocating Capital Improvement cost in Section 10G. If a Member determines it is in its best interests to acquire additional rights in lands for some other purposes, in conjunction with the taking of lands for the improvement, the costs of the acquisition of additional rights in lands will not be included in the improvement costs. The Board, in determining the amount of the improvement costs to be assessed to each Member, may take into consideration the land use for which the additional lands are being acquired and may credit the acquiring Member for the land acquisition to the extent that it benefits the other Members. Any credits may be applied to the cost allocation of the improvement, or the Board, if feasible and necessary, may defer the credits to a future improvement.

Members may not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member within the WMO.

## **SECTION 10. FINANCES.**

A. **Disbursements.** The WMO funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. The Board shall designate one or more national or state bank or trust companies authorized to receive deposits of public monies to act as depositories for the WMO funds. In no event shall there be a disbursement of WMO funds without approval by the Board and the signature of at least two (2) Board Members, one of whom shall be an officer. The Board may require the secretary/treasurer to file with the

Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The WMO shall pay the premium on said bond.

B.     **Budget.** On or before July 1 of each year, the Board shall adopt a general fund budget ("Budget") by a majority vote of all Members (with each Member having one vote) for the ensuing year and decide upon the total amount necessary for the general fund. The secretary/treasurer of the Board shall certify the Budget to the clerk of each Member, together with a statement of the proportion of the Budget to be provided by each Member, computed in accordance with Section 10, paragraph E. The council of each Member shall review the Budget, and the Board shall upon notice from any Member received prior to August 1, hear objections to the Budget, and may, upon notice to all Members of the time, date, place of and right to participate in the hearing and after a hearing, modify or amend the Budget, and then give notice to the Members of any and all modifications or amendments. Each Member agrees to provide the funds required by the Budget by February 15<sup>th</sup> of each year.

If a Member fails to provide its share of the funds required by the Budget by February 15<sup>th</sup> of each year, the unpaid balance of the funds shall accrue interest at a rate of eight percent (8%) per annum commencing the day following February 15<sup>th</sup> of the year in which the funds were due. The WMO may take whatever action, at law or in equity it deems appropriate, to collect any amounts due from a Member under this Agreement. The Member agrees to pay the cost of collection, including reasonable attorneys' fees.

C.     **Maintenance.** The Board shall have the option of funding maintenance work through the Budget, or funding as a capital improvement in accordance with paragraph F of this Section. Maintenance costs that are associated with an improvement in the approved Capital Improvement Program, shall be allocated according to the same formula as is applicable for

allocating capital improvement costs as identified in Section 10, paragraph G. The Members affected by the improvement shall decide on the level of maintenance to be applied to the improvement. If the Members cannot agree, the Board shall make the determination.

D. **Tax Levy.** If authorized by law, the WMO may levy a tax. The proceeds of any tax levied under this paragraph shall be expended only for the purposes authorized by law. The WMO may accumulate the proceeds of levies as an alternative to issuing bonds to finance improvements.

E. **General Fund.** Each Member agrees to contribute each year to a general fund to be used for general administration purposes including, but not limited to: improvement projects, salaries, rent, supplies, development of an overall plan, insurance, bonds, and to purchase and maintain devices to measure hydrological and water quality data. The funds may also be used for any other purpose authorized by this Agreement. The annual contribution by each Member shall be based fifty percent (50%) on taxable market value (for the preceding year) and fifty percent (50%) on area in accordance with the following formula:

Annual Watershed Levy = L

Taxable Market Value of a Member's Property in the Watershed = MV

Taxable Market Value of All Property in the Watershed = TV

Acres of Property a Member Has in the Watershed = A

Total Acres in Watershed = TA

Member Required Contribution = C

$$\frac{1}{2} L \times \frac{MV}{TV} + \frac{1}{2} L \times \frac{A}{TA} = C$$

F. **Capital Improvement.**

1. All capital improvements ordered by the Board must be included in the WMO's adopted capital improvement program. An improvement fund shall be established for each improvement ordered by the WMO. If ordered by the Board, each Member agrees to contribute to the funds its proportionate share of the engineering, legal, and administrative costs as determined by the amount to be assessed against each Member as a cost of the improvement. The Board shall submit in writing a statement to each Member, setting forth in detail the expenses incurred by the WMO for each improvement.

Each Member further agrees to pay its proportionate share of the cost of the improvement in accordance with the determination of the Board, under Section 10, paragraph G, H, or I. The Board or the Member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the Member being billed agrees to pay its share of the costs within thirty (30) days after receipt of the statement. The Board may also require payment from Members before awarding a contract based upon an engineer's estimate of cost. Billings will then be adjusted when actual costs are known. The Board or the Member awarding the contract shall advise other contributing Members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.

2. Notwithstanding the provisions of paragraph F(1) above, of the Capital Improvements, the WMO may also fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.251. The WMO and Dakota County and/or Ramsey County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Dakota and/or Ramsey County pursuant to Minn. Stat. § 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Dakota and/or Ramsey County based upon a tax levy resolution adopted by the WMO and remitted to the county(ies) on or before October 1 of each year. If it is determined to levy for maintenance, the WMO shall be required to follow the hearing process established by Minn. Stat. §103D.921. Mailed notice shall also be sent to the clerk of each Member at least thirty (30) days prior to the hearing.
3. The WMO may also fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.241.

**G. Capital Cost Allocation of Improvements in the Board's Watershed**

**Management Plan.** All capital improvement costs of improvements designated in the WMO's adopted watershed management plan for construction by the WMO pursuant to Section 10, paragraph F1 of this Agreement shall be apportioned by the following methods or a combination of these methods:

1. For improvements related to water quantity:
  - a. A Member shall be responsible for the costs of construction of that portion of a drainage system that is located within its borders and that is necessary to accommodate its Allowable Flow and the Allowable Flow of all other tributary Members.
  - b. A Member shall also be responsible for its share of construction costs of a drainage system, whether or not that system is located within its borders, that is necessary to convey Excessive Flows originating within the Member's borders.
  - c. Increased costs of construction incurred for acquisition of lands, easements and rights of way within natural watercourses shall be the obligation of the Member in which the land lies and shall not be apportioned to other Members to the extent that such costs exceed costs which would have been incurred if there had been no improvement on such lands, easements, or rights of way.
  - d. Costs of construction shall include all costs associated with a WMO approved improvement (whether trunk sewer or natural conveyance) and whether or not actually constructed, including, but not limited to, costs for design, administration, construction supervision, legal fees, acquisition of lands and improvements and actual construction and maintenance costs.
  - e. The WMO shall consider any grant money received or to be received by a Member for sanitary sewer/storm sewer separation or for the construction, reconstruction or replacement of storm sewer facilities before making cost allocations among Members and may consider the application of any grant proceeds toward the cost of the improvement before allocating costs between or among the Members involved, provided that such allocation would not violate the terms and conditions of the grant.

- f. ~~The~~ For water quantity projects and maintenance, the cost sharing will be based on the cost allocation methods in the attached **Exhibit “B”** ~~is~~ incorporated by reference and ~~serv~~inges as a compilation of general examples of cost allocation~~sed~~ under this Agreement for hypothetical circumstances stated in the examples.;
  - g. Members may enter into individual joint powers agreements with one another for mutually agreed upon cost allocations for water quantity projects and maintenance as an alternative to those outlined in Exhibit “B”.
2. For improvements related to water quality:
- a. For water quality projects and maintenance, the cost sharing will be based on the cost allocation methods in the attached **Exhibit “C”** incorporated by reference.
  - b. Members may enter into individual joint powers agreements with one another for mutually agreed upon cost allocations for water quality projects and maintenance as an alternative to those outlined in Exhibit “C”.
  - c. Or other cost sharing method approved by the Board.
  - d. Pursuant to Minn. Stat. § 103B.251.

#### H. **Capital Cost Allocation of Improvements Delineated in Local**

**Watershed Management Plans.** All capital improvement costs incurred by the WMO for improvements delineated in local watershed management plans that benefit only that Member, which the WMO undertakes because the Member fails to do so, shall be apportioned entirely to that Member.

I. **Other Cost Allocations** Members may enter into individual joint powers agreements with one another for mutually agreed upon cost allocations for capital improvement projects as an alternative to using the methods outlined in this agreement.

**SECTION 11. SPECIAL ASSESSMENTS.** The WMO shall not have the power to levy special assessments. All such assessments shall be levied by the Member within which the land is located.

**SECTION 12. DURATION.** This Agreement may be terminated by the written agreement of a majority of the Members or pursuant to Minn. Stat. § M.S.-103B.221.

**SECTION 13. DISSOLUTION.** Upon dissolution of the WMO or termination of this Agreement, all property of the WMO shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the Members. Such distribution of WMO assets shall be made in proportion to the total contribution to the WMO required by the last annual Budget.

**SECTION 14. EFFECTIVE DATE.** This Agreement shall be in full force and effect when all seven (7) Members file a certified copy of a resolution approving this Agreement and have executed this Agreement and filed the executed Agreement with the Board. All Members need not sign the same copy.

**IN WITNESS WHEREOF,** the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

*Remainder of page intentionally left blank.  
Signature pages follow.*



**JOINT POWERS AGREEMENT BETWEEN  
THE CITY OF SOUTH ST. PAUL, THE CITY OF INVER GROVE HEIGHTS,  
AND THE LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT  
ORGANIZATION FOR A SHORELINE RESTORATION PROJECT ON SEIDL'S LAKE**

**PARTIES**

The Parties to this Agreement are the City of South St. Paul (SSP), the City of Inver Grove Heights (IGH), and the Lower Mississippi Watershed Management Organization (LMRWMO), collectively referred to as "the Parties".

**RECITALS**

Under Minn. Stat. § 471.59 the Parties are empowered to engage in such agreements as are necessary to exercise their powers. SSP and/or IGH are political subdivisions of the State of Minnesota and the LMRWMO is a watershed management charged with carrying out the duties set forth in Minn. Stat. §§ 103B.211 to 103B.255 and as otherwise provided by law.

Straddling the border of two cities, Seidl's Lake and Park is a cooperative effort between the Cities of South St. Paul and Inver Grove Heights. The park is a regional amenity in a highly urbanized area with few other nearby natural areas. The park itself is relatively undeveloped for visitors to enjoy a leisurely walk to view wildlife through the trees on the trail along the eastern side of the lake. The lake is also a popular local fishing destination.

The proposed project will stabilize approx. 2,500 linear feet and 1.4 acres of the eroded and exposed portions of the shoreline with native vegetation seeding and thousands of native plant plugs. A variety of native vegetation types suited to the various depths, slopes, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes emergent and fringe lake/wetland species. This will provide an enhanced, healthy, and vegetated littoral zone around the entire lake, which is currently barren. Additionally, invasive species removal in the primary shoreline restoration area and the adjacent woodland (primarily buckthorn) is included in the project scope. Removal and stump treating with herbicide will prevent re-growth in the selected areas. The benefits to the native shoreline habitat restoration project will extend even further to provide improved water quality for this fishery (primarily panfish: bluegill, crappie, and bass), which has seen declining water clarity due to excess shoreline erosion. Fishing blocks to provide enhanced access to the fishery are included in the plan.

Seidl's Lake has normal water levels between elevation 800' and 805' with the ability to bounce to 814'. Over the past 10 years, wet weather has caused the lake levels to bounce significantly, staying around 808'-810' for a large part of the last 10 years. This is due in large part to the lake having no natural outlet. These recent wet years have caused high water levels on Seidl's Lake to be sustained for extreme periods of time. This has resulted in a lack of shoreline habitat, lack of native vegetation, bare erodible soil, dead upland trees, dead vegetation, inaccessible trails, and deteriorated water quality. Portions of a paved City trail have also been under water for the majority of the last 10 years limiting the public's ability to access this regional amenity. To remedy these issues, the Cities have a lift station outlet project underway to stabilize the lake level. This will leave large swaths of shoreline exposed and in need of restoration after being inundated for years with high waters.

This project will significantly improve the native habitat for both aquatic and terrestrial wildlife within Seidl's Lake. Designers will carefully identify and selectively provide in-lake structure by leaving as many as possible of the existing fallen trees in the riparian zone and in the water, per the recommendation from MN DNR Fisheries staff. This will provide habitat for the entire food chain from insects on up to the fish. Birds, turtles, and amphibians also benefit from this type of habitat.

The proposed project will include the entire shoreline area around Seidls Lake, with different approaches based on the existing slopes and vegetation to provide the most ecologically sensitive approach. The eroded and exposed portions of the shoreline will be stabilized with native vegetation seeding and thousands of native plant plugs. A variety of native vegetation types suited to the various water depths, amount of inundation, slope, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes emergent and fringe lake/wetland species, grasses, forbs, sedges, shrubs, and trees. This will provide an enhanced, healthy, and vegetated littoral zone around the entire lake, which is currently barren. The benefits to the native shoreline habitat restoration project will extend even further to provide improved water quality for this fishery (primarily panfish; bluegill, crappie, and bass) which has seen declining water clarity due to excess shoreline erosion. Fishing blocks to provide enhanced access to the fishery are included in the plan but are not reimbursable through the MnDNR Conservation Partners Legacy (CPL) Grant

Seidls Lake is characterized by steep slopes down to the lake from the surrounding neighborhood. Additionally, it is located in a fully developed urban setting where limiting disturbance is crucial. For these reasons, construction costs for urban projects are typically much higher than those in out-state or rural areas, where access and site constraints are typically less. The limited access to the construction site/shoreline in this dense urban area is one reason for the cost for restoration perhaps being higher than other projects. However, this project is the best and only solution to stabilize the shoreline with a comprehensive and well thought out implementation plan.

The land surrounding the lake is publicly owned and the project will be implemented on public land.

This project will be designed in concert with a trail reconstruction project and upland vegetative enhancement project. The multiple and combined facets of these three projects necessitate a coordinated effort in design and construction as the trail and shoreline restoration are within the same project area. Costs for multiple projects that may be combined within the same consultant or construction contracts will be separated clearly within invoices for grant reporting purposes.

The LMRWMO has obtained a MnDNR CPL Grant for the Seidls Lake shoreline restoration project. The full Grant amount received is \$382,000, which includes \$26,000 in LMRWMO staff time for grant administration and project development/management. The amount of MnDNR CPL Grant funding available for construction is \$356,000. SSP and/or IGH will provide matching funds in the amount of \$37,500 each, totaling \$75,000, for consultant engineering services for the shoreline restoration project. The total estimated cost of the project, to be determined via bid, is \$457,000. The LMRWMO will use the grant funds for design and construction, while SSP and/or IGH will pay the remaining amount, if any. The LMRWMO will manage the grant and the Cities of SSP and/or IGH will provide any necessary and requested project documentation, invoices, or cost information to the LMRWMO to fulfill grant requirements.

## **Agreement**

### **1. Term of Agreement**

- 1.1 Effective Date: Immediately upon receiving all required signatures to this Agreement.
- 1.2 Expiration Date: December 31, 2025, or until all obligations have been satisfactorily fulfilled whichever occurs first.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 9 Liability; 10 Audits; 11 Government Data Practices; 12 Publicity; 13 Governing Law Jurisdiction and Venue.

## **2. Right of Entry**

- 2.1 The Parties hereby grant to the each other and to the employees, agents and contractors of each of the Parties, access to the property/facilities for the purpose of restoring the degraded shoreline from years of erosion and water level fluctuation, stabilizing approximately 2,500 linear feet and 1.4 acres of eroded and exposed portions of the shoreline with native vegetation, seeding and thousands of native plant plugs.
- 2.2 The Parties hereby grant to each other and the employees, agents and contractors of each other, access to the property and facilities for the purpose of site visits, surveys, examination, and monitoring the construction at Seidls Lake.

## **3. Agreement Between the Parties**

- 3.1 SSP and/or IGH will be responsible for administration of all contracts, permitting, and project management tasks associated with the project.
- 3.2 SSP and/or IGH will hire any necessary agents, consultants, and contractors to design, construct, or manage the restoration and stabilization of Seidls Lake shoreline project.
- 3.3 SSP and/or IGH will require all consultants, agents, and contractors to keep track of time and costs for the shoreline restoration project separately for grant reporting purposes. Each invoice submitted will be a separate invoice for the shoreline restoration project only.
- 3.4 The LMRWMO will be responsible for the administration of the MnDNR CPL Grant funding administration tasks including reporting, reimbursement requests, project development, and any other tasks associated with the grant funding or management and will utilize up to \$26,000 of the total MnDNR CPL Grant funding for these purposes, per Exhibit A.
- 3.5 SSP and/or IGH will pay their consultants/contractors and submit their invoices to LMRWMO. LMRWMO will submit the invoices to the MnDNR and, upon payment from MnDNR, LMRWMO will reimburse SSP and/or IGH.
- 3.6 SSP and/or IGH will provide any other necessary project documentation, invoices, contracts, or cost information to the LMRWMO to fulfill grant reporting requirements in a timely manner.
- 3.5 SSP and/or IGH will be responsible for the long-term maintenance (25 years) of the final restoration and stabilization areas within its City. SSP and/or IGH agree to enter into a mutually agreed upon 25 year maintenance agreement and maintenance plan with the LMRWMO upon project completion.
- 3.6 The Parties will conduct regular meetings (Project Management Team Meetings) with SSP, IGH, and LMRWMO staff and personnel necessary to complete the project.
- 3.x The Parties will seek each other's input and be provided ample review of all project documents (scopes of work, contracts, construction documents, etc.) throughout the project. All Parties must obtain written approval of all project documents (scopes of work, contracts, construction documents, etc.) prior to finalization.
- 3.7 The Parties will coordinate associated public meetings and public outreach tasks necessary to ensure nearby residents, patrons, and members of the watershed are properly informed.

#### **4. Funding**

- 4.1 The LMRWMO is only obligated to provide funds toward the project that have been received through the MnDNR CPL Grant. Any funds necessary for project implementation in excess of grant funds will be paid by SSP and/or IGH.
- 4.2 MnDNR CPL Grant funding available for construction is \$356,000. Each SSP and/or IGH will contribute matching funds in the amount of \$37,500, totaling \$75,000, to be used towards engineering. The monies will be administered by the LMRWMO per the MnDNR CPL Grant agreement, included herein as Exhibit A.
- 4.3 Any changes, variations, modifications, or change orders related to the completion of any project of this Agreement, shall only be valid when they have been reduced to writing and approved by the LMRWMO, SSP, and IGH Authorized Representative.

#### **5. Funding Payment**

- 5.1 The City of South St. Paul and/or the City of Inver Grove Heights will administer the contracts and act as the paying agent for all engineering and construction contracts for the project. Payments will be made as work progresses. Invoices shall be transferred to the LMRWMO within 30 days of receipt by SSP or IGH. Upon presentation of an itemized claim by one Party to another, the receiving Party shall reimburse the invoicing Party for its share of the costs incurred under this agreement within 60 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving Party, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work.

#### **6. Authorized Representatives**

- a. SSP's Authorized Representative is Sue Polka or their successor.  
Telephone: (651) 554-3214  
Email: [Spolka@southstpaul.org](mailto:Spolka@southstpaul.org)
- b. IGH's Authorized Representative is Brian Connolly or their successor.  
Telephone: (651) 450-2570  
Email: [bconnolly@ighmn.gov](mailto:bconnolly@ighmn.gov)
- c. The LMRWMO's Authorized Representative is Joe Barten or their successor.  
Telephone: (651) 480-7784  
Email: [joe.barten@co.dakota.mn.us](mailto:joe.barten@co.dakota.mn.us)

#### **7. Assignment, Amendments, Waiver and Contract Complete**

- 7.1 Assignment. No Party shall assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other two Parties approved by the same individuals who executed and approved this Agreement, or their successors in office.
- 7.2 Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

- 7.3 Waiver. If the any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or that Party's right to enforce it.
- 7.4 Agreement Complete. This Agreement contains all negotiations and agreements between SSP, IGH, and LMRWMO. No other understanding regarding this Agreement, whether in written or oral form, may be used to bind any Party.

## **8. Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the Parties' liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provision of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits government liability.

## **9. Audits**

The Parties shall retain receipts for and maintain detailed records of all expenses related to this Agreement. When requested by the Mn DNR, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **10. Government Data Practices**

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

## **11. Governing Law, Jurisdiction, and Venue**

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

## **12. Termination**

- 12.1 **Termination for Insufficient Funding.** The LMRWMO, SSP, or IGH may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the LMRWMO, SSP, and IGH. The LMRWMO is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The LMRWMO will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.
- 12.2 **Termination.** Any Party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the authorized representative for both other Parties.

## **13. Merger**

This Agreement is the final expression of the Agreement of the Parties and the complete and exclusive statement of the terms agreed upon shall supersede all prior negotiations, understandings, or agreements.

#### **14. Severability**

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

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DRAFT



## Memorandum

**To:** LMRWMO Board of Managers  
**From:** Greg Williams, Barr Engineering Co.  
**Subject:** Summary of Water Quality and Rate Control Performance Standards Applicable to the Lower Mississippi River Watershed  
**Date:** September 1, 2022  
**c:** Joe Barten, LMRWMO Administrator

The Lower Mississippi River Watershed Management Organization (LMRWMO) is not a permitting or regulatory authority (i.e., it does not grant permits for land-disturbing activities). The LMRWMO protects local water resources by adopting performance standards that Member Cities must enforce within their local jurisdictions. Member Cities review proposed land-disturbing projects and issue necessary permits, including those related to local water resources.

The LMRWMO (and other watershed management organizations) are one of several sources of performance standards that may be applicable to public and private land-disturbing projects that impact water resources. Other sources include official documents or permits that are held and managed by regional or state governmental entities. This memorandum summarizes broadly applicable water quality and stormwater rate control performance standards. In addition, the LMRWMO has adopted performance standards addressing erosion and sediment control, vegetative buffers, floodplain management, and wetlands; these standards are not discussed in this memorandum.

## Drivers of Performance Standards

There are several sources of performance standards applicable within the LMRWMO, including the following: (Note: the blue headings are also links to agency websites with additional information)

- [\*\*NPDES Construction Stormwater Permit\*\*](#) – The Minnesota Pollution Control Agency (MPCA) maintains the National Pollution Discharge Elimination System (NPDES) Construction Stormwater General Permit to regulate water quality impacts of projects during and after construction. A permit issued by the MPCA is required for projects that disturb more than one acre of land (or are part of a larger development disturbing more than one acre). The Construction Stormwater General Permit requires temporary water quality treatment measures during construction and further requires permanent (i.e., post-construction) water quality treatment for projects that increase impervious coverage by 1 acre or more relative to pre-project conditions. Member Cities nor the LMRWMO are involved in this permitting process.

- [\*\*MS4 General Permit\*\*](#) – The MPCA maintains the Municipal Separate Storm Sewer System (MS4) general permit that requires cities meeting certain criteria (including all cities within the LMRWMO) to obtain coverage under this permit. The MS4 general permit requires that cities adopt and enforce performance standards addressing temporary and permanent water quality treatment of stormwater for projects disturbing one acre or more. The MPCA does not issue construction permits under the MS4 permit.
- [\*\*LMRWMO Draft Watershed Management Plan\*\*](#) – The LMRWMO draft Watershed Management Plan (Plan) includes performance standards that cities must adopt to address rate control, permanent water quality treatment, and other standards. Per the LMRWMO draft Plan, performance standards are applicable to projects disturbing one acre or more watershed wide and projects disturbing ½ acre or more in “regulatory watersheds” tributary to select resources.
- [\*\*Member City Official Controls\*\*](#) – Member cities have adopted performance standards via ordinances, design standards manuals, and local water management plans. Criteria for applicability and specific standards vary by City (and sometimes within cities) but must be consistent with LMRWMO Watershed Management Plan performance standards and at least as stringent as is required by the MS4 permit.

## Comparison of Performance Standards

Table 1 compares the permanent water quality treatment performance standards and stormwater rate control performance standards applicable within the LMRWMO. Water quality performance standards are intended to reduce or limit the pollutant load (including phosphorus and sediment) from the landscape carried in stormwater runoff. Stormwater rate control standards are intended to limit the rate of flow of stormwater leaving a property to limit downstream flood risk and protect infrastructure. Individual member city performance standards are summarized in Table 4-1 of the draft 2022 LMRWMO Plan (attached).

**Table 1 Comparison of Water Quality and Rate Control Standards**

	<b>NPDES Construction Stormwater General Permit</b>	<b>MS4 General Permit (enforced via city controls)</b>	<b>LMRWMO (enforced via city controls)</b>
<b>Permanent water quality treatment trigger</b>	1+ acre of new impervious area	1+ acre of new and reconstructed impervious area	1+ acre of disturbance (0.5+ acre in select regulatory watersheds)
<b>Permanent water quality treatment standard (non- linear projects)</b>	Treat 1" of runoff from net increase in impervious area (prioritizing infiltration)	Treat 1" of runoff from new and reconstructed impervious area (prioritizing infiltration)	Treat 1" of runoff from new and reconstructed impervious area (prioritizing infiltration)



**To:** LMRWMO Board of Managers  
**From:** Greg Williams  
**Subject:** Review of the City of Inver Grove Heights Water Resources Management Plan Update  
**Date:** September 2, 2014  
**Page:** 3

	NPDES Construction Stormwater General Permit	MS4 General Permit (enforced via city controls)	LMRWMO (enforced via city controls)
<b>Permanent water quality treatment standard (linear projects)</b>	<p>Treat 1" of runoff from net increase in impervious area (prioritizing infiltration)</p> <p>If treatment volume cannot be met in existing right-of-way (ROW), permittees must make a reasonable attempt to obtain additional ROW, easement, or permission for treatment. If not possible, they must maximize treatment prior to discharge.</p>	<p>Treat the greater of 1" of runoff from new impervious area <b>OR</b> 0.5" of runoff from sum of the new and reconstructed impervious area.</p> <p>If treatment volume cannot be met in existing ROW, permittees must make reasonable attempt to obtain additional ROW, easement, or permission for treatment. If not possible, they must maximize treatment prior to discharge.</p>	<p>Treat the greater of 1" of runoff from new impervious area <b>OR</b> 0.5" of runoff from sum of the new and reconstructed impervious area.</p>
<b>Considerations for restricted sites</b>	Where infiltration practices are prohibited, other volume reduction, filtration, or wet sedimentation may be considered.	Where infiltration practices are prohibited, other volume reduction, filtration, or wet sedimentation may be considered.	Where infiltration practices are prohibited or cannot be achieved at reasonable cost, member cities may require other water quality treatment methods achieving 50% phosphorus removal.
<b>Stormwater rate control trigger</b>	None	None	1+ acre of disturbance
<b>Stormwater rate control standard</b>	None	None	No increase in peak discharge rate for 2-year, 10-year, and 100-year 24-hour storm event

## Comparison of Water Quality Triggers

Each of the NPDES, MS4, and LMRWMO performance standards for permanent water quality treatment are triggered at a 1-acre threshold but vary in their consideration of total area versus impervious area (i.e., hard surfaces through which stormwater cannot infiltrate). The LMRWMO threshold included in the draft 2022 Plan has the broadest application and considers the total land disturbance including pervious and impervious area – this is consistent with the LMRWMO threshold included in the 2011 Plan and subsequent amendments. The 1-acre threshold in the MS4 permit considers new and redeveloped impervious area but does not include pervious areas. The 1-acre threshold in the NPDES permit applies to the net increase in impervious area and is thus the least broadly applicable. Table 2 presents the differences in applicability of permit triggers for hypothetical example projects.

**Table 2 Performance Standards and Treatment Volumes Applicable to Example Projects**

<b>Example Project</b>	<b>Total Area (acres)</b>	<b>Total Impervious Area (acres)</b>	<b>Net New Impervious Area (acres)</b>	<b>NPDES Triggered? (treatment volume, acre-feet)</b>	<b>MS4 Triggered? (treatment volume, ac-feet)</b>	<b>LMRWMO Triggered? (treatment volume, ac-feet)</b>
<b>New single family residential development</b>	10	3	3	Yes (0.25 ac-ft)	Yes (0.25 ac-ft)	Yes (0.25 ac-ft)
<b>Industrial campus redevelopment</b>	5	3.5	0.5	No	Yes (0.29 ac-ft)	Yes (0.29 ac-ft)
<b>Small site commercial redevelopment</b>	1.2	0.8	0.2	No	No	Yes (0.07 ac-ft)
<b>Reconstructing 1-mile of road</b>	10	6	0	No	Yes (0.5 ac-ft)	Yes (0.5 ac-ft)

For the examples listed in Table 2, the treatment volume required by the MS4 permit and LMRWMO policy is the same when both are triggered. The treatment volume required by the NPDES permit is also equivalent when the impervious surface is all new (e.g., converting fields to other land uses) but is generally less than that required by the other permits if the impervious areas is not all new.

### **Comparison of Rate Control Requirements**

The NPDES and MS4 permits do not include stormwater rate control performance standards. Rate control performance standards are established by the LMRWMO via policy and implemented by member cities via local official controls. The LMRWMO's rate control performance standard (no increase in peak runoff rate for the 2-year, 10-year, and 100-year 24-hour storm event relative to pre-project conditions) is unchanged from the 2011 LMRWMO Plan, as amended. All LMRWMO member cities have adopted and enforce similar performance standards.

Rate control performance standards may be a significant design consideration for projects with a large percent increase in impervious area relative to pre-project conditions regardless of the total impervious area. For example, a small site redevelopment that increases impervious area from 0.1 acres to 0.5 acres (e.g., single family residential tear-down/rebuild) may require significant stormwater attenuation regardless of permanent water quality treatment triggers/requirements.

## LMRWMO Standards Relative to Existing Local Controls

During development of the draft 2022 LMRWMO Plan, the Board of Managers updated the LMRWMO water quality performance standard to:

- 1) Better align with the majority of current performance standards based on stormwater volume reduction, and
- 2) Address sites less than 1 acre in critical areas ("regulatory watersheds" tributary to Thompson Lake and Lake Augusta).

Outside of the regulatory watersheds, the new LMRWMO performance standard triggers for both rate control and water quality are similar to the previous LMRWMO performance standard and consistent with what many member cities already require. Some member cities require permanent water quality treatment for sites smaller than the thresholds required per the NPDES permit, City MS4 permit, or LMRWMO policy (e.g., Mendota Heights, portions of Inver Grove Heights). Per the draft 2022 LMRWMO Plan, member cities must update local official controls to be consistent with the LMRWMO Plan within two years of LMRWMO Plan adoption.

## Summary

Member Cities limit the impact of land-disturbing activities on water resources through local regulatory and permit programs (described in City ordinances, local water management plans, or other local controls). Project review criteria and standards vary by City but must be consistent with LMRWMO Watershed Management Plan and at least as stringent as is required by the MS4 permit.

The LMRWMO is not involved in permitting of projects under the Construction Stormwater General Permit. The LMRWMO is also not involved in the development of local controls to satisfy City MS4 permit requirements, aside from setting minimum performance standards through the LMRWMO Watershed Management Plan. The LMRWMO may become involved in permitting or regulatory issues at the request of Member City staff or the discretion of the LMRWMO Board.

The LMRWMO trigger for permanent water quality treatment applies to a broader range of projects than the triggers included in the current NPDES permit or required of cities per the current MS4 permit. Where applicable, however, the LMRWMO performance standard is similar to what is required of cities per the current MS4 permit. Most of the LMRWMO member cities have similar triggers and performance standards for permanent water quality treatment (see Table 4-1 of the LMRWMO Plan, attached). All member cities have stormwater rate control standards consistent with the LMRWMO rate control performance standards (with the exception of St. Paul, which reviews projects relative to the LMRWMO standard despite the absence of an official control).

Table 4-1. Summary of LMRWMO and member city performance standards

	LMRWMO	Inver Grove Heights	West St. Paul	South St. Paul	Mendota Heights	St. Paul	Lilydale	Sunfish Lake
Water Quality Trigger <sup>1</sup>	1 acre disturbance (0.5 acres in LMRWMO Regulatory Watersheds, see Figure 4-1)	1 acre or more of disturbance; 5,000 square feet of impervious area	1 acre or more of disturbance	1 acre or more of disturbance (for water quality requirement); 1 acre or more of impervious area (for volume requirement)	5,000 square feet or more of disturbance	1 acre or more of disturbance	1 acre or more of disturbance	1 acre or more of disturbance
Water Quality Standard	See volume control standard (or 50% reduction in annual TP load if volume control is not feasible)	See volume standard; for redevelopment, net reduction in TP; 85% TSS and 55% TP reduction if infiltration is not feasible	50% TP reduction; No net increase in annual TSS, TP, or volume	50% TP reduction; See also volume standard	See volume standard; 50% TP reduction for sites greater than 1 acre	See volume standard	50% TP reduction; No net increase in TSS or TP loading to downstream waterbodies	50% TP reduction; see also volume standard
Volume Control Standard <sup>2</sup>	1 inch of runoff from new or redeveloped impervious surface	1 inch of runoff from new or redeveloped impervious surface	1 inch of runoff from new or redeveloped impervious surface	1.1 inches of runoff from new or redeveloped impervious surface	1.1 inches of runoff off all new impervious surfaces	1.1 inches of runoff from new or redeveloped impervious surface	None	1.1 inches of runoff from net new (i.e., increased) impervious surface
Rate Control Standard	No increase in peak flow for the 2-, 10-, and 100-year 24-hour storm events	No increase in peak flow for the 2-, 5-, 10-, and 100-year 24-hour storm events	No increase in peak flow for the 2-, 10-, and 100-year 24-hour storm events	No increase in peak flow for the 2-, 10-, and 100-year 24-hour storm events	No increase in peak flow for the 2-, 10-, and 100-year 24-hour storm events	Peak flow no greater than 1.64 cubic feet per second per acre for all storms up to the 100-year event	No increase in peak flow for the 1-, 2-, 10-, and 100-year 24-hour storm events	No increase in peak flow for the 2-, 10-, and 100-year 24-hour storm events
Erosion Control Requirements	Require ESC ordinance consistent with NPDES	Erosion and sediment control plan required consistent with NPDES construction stormwater permit	Erosion and sediment control plan required consistent with NPDES construction stormwater permit	Erosion and sediment control plan required consistent with NPDES construction stormwater permit	Erosion and sediment control plan required consistent with NPDES construction stormwater permit	Erosion and sediment control plan required consistent with NPDES construction stormwater permit	Erosion and sediment control plan required consistent with NPDES construction stormwater permit	Erosion and sediment control plan required consistent with NPDES construction stormwater permit
Wetland/ Stream Buffer Standards	Cities must enforce standards of no less than 15 feet average width	100 foot buffer for streams; wetland buffers vary by MnRAM classification: 60/30/20/15 feet for Manage I/II/III/IV, respectively	Minimum 30 foot vegetated buffer for wetlands	Wetland buffers vary by MnRAM classification: 60/30/20/15 feet for Manage I/II/III/IV, respectively	Minimum 15 foot vegetated buffer for wetlands	Minimum 30 foot vegetated buffer for wetlands	Minimum 15 foot vegetated buffer for wetlands	Minimum 16.5 foot vegetated buffer for wetlands
Minimum Building Elevations	Require minimum building elevation at least 1 foot above 100-year	Lowest floor at least 2 feet above 100-year WSEL; additional standards for landlocked basins	Lowest exposed ground elevation at least 2 feet above the 100-year WSEL; lowest floor at least 4 feet above normal groundwater and 2 feet above historic high groundwater	Lowest floor at least 2 feet above 100-year WSEL; additional standards for landlocked basins	Lowest floor at least 2 feet above 100-year WSEL and 1.5 feet above adjacent emergency overflow paths	Lowest floor at least 1 foot above 100-year WSEL and at least 4 feet above normal groundwater	Lowest floor at least 1 foot above 100-year WSEL	Lowest floor at least 1 foot above 100-year WSEL, 4 feet above normal groundwater, and 2 feet above historic high groundwater; lowest opening at least 3 feet above 100-year WSEL
BMP Maintenance Agreements	Runoff control plans must include maintenance agreement addressing stormwater facilities	Maintenance agreements requirement with stormwater plan	Long-term inspection and maintenance plans required with stormwater plan	Maintenance plans required with stormwater plan	Formal maintenance covenant approved by the city and recorded with Dakota County	Maintenance plans required with stormwater plan	Maintenance reports from each development submitted annually	Maintenance plans required with stormwater plan
Stormwater/ Design Manual	Reference the MN Stormwater Manual for design best practices	Inver Grove Heights Stormwater Manual		Stormwater Management Design Standards	Land Disturbance Guidance Document			Engineering Design Standards for Stormwater Management

**Notes:**  
General: This table is a summary for general comparison; project proposers should contact member cities to confirm applicable permit requirements and performance standards as part of project development.  
(1) See city ordinances or other applicable local controls for activities exempted from performance standards  
(2) See city ordinances or other applicable local controls for alternative treatment requirements allowed when site restrictions limit or prohibit on-site infiltration  
Acronyms NPDES = national pollutant discharge elimination system; TP = total phosphorus; TSS = total suspended solids; WSEL = water surface elevation (e.g., 100-year flood level)