



Board of Managers Meeting Agenda

Wednesday - February 14th, 2024 - 3:00 p.m.

Fleming Field - South St. Paul Airport
1725 Henry Ave, South St Paul, MN 55075

1. Call Meeting to Order
 - 1.1 Identification of Voting Board Members
 - 1.2 Approval of Agenda* (Additions/Corrections/Deletions) Action
2. Approve January 10th, 2024 Meeting Minutes - Chair* Action
3. Approve February 14th, 2024 Financial Summary & Invoice Payment - Treasurer* Action
4. Review Proposals for the Mississippi River Direct Drainages Study and Select Preferred Consultant - SWCD** Action
5. Review 2025-2032 Budget Projections and Provide Feedback - SWCD* Discussion
6. Approve 2024-2025 Ramsey County Agreement for Services - SWCD* Action
7. Approve Engagement with Peterson Co. for 2023 Audit - SWCD* Action
8. Provide Feedback on Contaminant Monitoring Approach - SWCD* ** Discussion
9. Updates
 - 9.1: Barr Grant Tracking Spreadsheet - Barr** Information
 - 9.2: Project Update - Lake Augusta, Seidls Lake, Butler Ave. - SWCD Information
 - 9.3: Member City Updates Information
10. Next Meeting: March 13th, 2024 - Fleming Field, South St. Paul Airport
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 - January 10th, 2024 - 3:00 p.m.
West St. Paul City Hall

Managers and Alternates in Attendance:

Sharon Lencowski (Chair), Inver Grove Heights
Steve Gebauer (Sec/Tres), Mendota Heights
Dan Halvorsen, Sunfish Lake
Julie Eastman, West St. Paul
Brian Jastram, Saint Paul

Karen Reid (Vice-Chair), Saint Paul
Leslie Pilgrim, Mendota Heights
Shannon Nelson, Sunfish Lake
Tom Sutton, Lilydale

Advisors and Others in Attendance:

Paul Merchlewicz, Inver Grove Heights
Cody Joos, West St. Paul
Krista Spreiter, Mendota Heights
Laura Zannmiller, Dakota County SWCD
Joe Barten, Dakota County SWCD

Chris English, Inver Grove Heights
Kwadwo Oduro, West St. Paul
Nick Guilliams, South St. 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 Eastman to approve the agenda, second by Gebauer; motion passed.

2. Election of Officers

Motion by Reid to elect the current officers (Lencowski at Chair, Reid at Vice-Chair, and Gebauer as Secretary/Treasurer) to serve again for 2024, second by Sutton; motion passed.

3. Designation of Financial Depository and Official Newspapers

Motion by Sutton to designate Gateway Bank as the sole financial depository as well as the St. Paul Pioneer Press and St. Paul legal ledger as the official newspapers for public notices for LMRWMO business, second by Eastman; motion passed.

4. Approve December 13th, 2023 Meeting Minutes

Motion by Halvorsen to approve the previous meeting minutes, second by Gebauer; motion passed.

5. Approve January 10th, 2024 Financial Summary & Invoices

Spreiter provided a summary of the finances.

Motion by Eastman to approve the financial summary, second by Sutton; motion passed.

6. Review Draft 2025-2032 Budget Projections

Barten summarized the draft budget and its potential impact on member dues, noting that this represented an attempt to accomplish all of the activities in the LMRWMO Plan and also relied heavily on seeking and receiving outside grant funding for implementation studies and projects. The Board discussed the potential budget and decided to table setting the 2025 budget until the next meeting. The Administrator will take any feedback he receives between the two meetings and incorporate that into a budget to bring in front of the Board in February.

7. Metro Watershed Partners Membership

The Board discussed continuing membership in the Metro Watershed Partners at a cost of \$1,000 annually. There was consensus on the value of continued membership for Adopt a Drain, use of online resources, and use of educational materials.

Motion by Eastman to approve participation in the Metro Watershed Partners for 2024, second by Sutton; motion passed.

8. Landscaping for Clean Water (LCW) and Water Conservation Marketing Campaign Funding Request

Barten summarized the information in the packet regarding the request from the City of Lakeville. This included around \$7,500 towards participation with other Dakota County Cities and WMOs for a LCW and water conservation campaign with short and long videos and outreach materials to be targeted to the public via social media or streaming television services. The Board discussed the metrics to track campaign success, the cost, whether it could be split into just a LCW campaign, whether this can be extended to a 3 year campaign, vs. one shot, and other items. The decision to participate was table to the next meeting. The Administrator will seek feedback from Lakeville staff to bring to the Board in February.

9. Updates & Handouts

9.1 Williams noted the grant tracking spreadsheet is updated and included in the packet.

9.2 Barten noted that he is waiting on information from the MPCA on the current extent of PCB and PFOS monitoring on LMRWMO lakes.

9.3 Barten explained that he has been in contact with cormorant experts and will begin conversations in the coming months on next steps for Lake Augusta, now that the study is finalized.

9.4 City Staff provided updates on relevant topics and projects in their City.

10. Agenda Items for Next Meeting

The next Board meeting is scheduled for February 14th, 2024 at Fleming Field, the South St. Paul Airport

11. Meeting Adjourned at 4:20 pm



FINANCIAL SUMMARY
January 11, 2024 to February 14, 2024

<u>Beginning Balance - Key Community Bank</u>				\$93,601.56
<i>Interest</i>	1/31/2024	January 2024 Interest	+	\$1.02
			+	
Deposits	1/25/2024	City of Mendota Heights - \$30,000 Lake August Study JPA & \$23,526.02 2024 Membership Dues	+	\$53,526.02
	2/7/2024	City of Lilydale 2024 dues (\$2,116.36) & City of South St. Paul 2024 dues (\$17,308.46)	+	\$19,424.82
			+	
 To be approved at this meeting:				
<u>Key Community Bank:</u>				
	3811 2/14/2024	Metro Watershed Partners	-	\$1,000.00
			-	
			-	
			-	
			-	
 <u>Available Balance at Key Community Bank</u>				<u>\$165,553.42</u>
<hr/>				
<u>Gateway Bank Accounts:</u>				
	<u>Savings</u>		<i>Balance</i>	\$73,816.32
<i>Interest</i>	1/31/2024	January 2024 Interest	+	
		<i>Savings Ending Balance</i>		<u>\$73,816.32</u>
	<u>Checking</u>		<i>Balance</i>	\$1,000.00
			-	
		<i>Checking Ending Balance</i>		<u>\$1,000.00</u>
 <u>Available Balance at Gateway Bank</u>				<u>\$74,816.32</u>
<hr/>				
<u>Available Balance - Key Community & Gateway Banks</u>				<u><u>\$240,369.74</u></u>

METRO WATERSHED PARTNERS



MINNESOTA WATER
LET'S KEEP IT CLEAN

INVOICE

Attention: Joe Barten
Lower Mississippi River Watershed Management Organization
4100 220th Street West, Suite 102
Farmington, MN 55024
Date: 12/15/23

612-670-6216
azawistoski01@hamline.edu

Metro Watershed Partners
Hamline University
1526 Hewitt Ave. MS-A1760
Saint Paul, MN 55104

Correct Address to Mail to:

Metro Watershed Partners
Hamline University
1536 Hewitt Ave. MS-A1760
St. Paul, MN 55104

Project Title: Clean Water Minnesota

Description	Cost
2024 Membership: Clean Water MN and Adopt-a-Drain	\$1,000.00
TOTAL	\$1,000.00

Benefits of membership

- You and your colleagues are invited to attend our **monthly meetings**, to network and share information with other watershed education professionals and to hear monthly speakers on topics relevant to our work. The Watershed Partners meet via Zoom on the second Wednesday of the month from 9:30–11 am.
- Join our **listserv on Mobilize** to receive meeting notifications and partner updates, message with other partners, and send announcements. To be added to Mobilize, please email Ann Zawistoski (azawistoski01@hamline.edu) and request to be added.
- Your organization will be **listed as a supporting partner** on cleanwatermn.org/about-us, and on adopt-a-drain.org when someone clicks on a drain in your service area, and on email communication to adopters in your area.
- Access to an **administrative portal** that allows you to view and download data about adopted drains and program participants in your area. Log in mn.adopt-a-drain.org/nova. Contact Ann Zawistoski to get admin access.
- A customized **annual report** that includes summary data about adopted drains and program participants in your area.
- Access to **print resources to promote Adopt-a-Drain** to residents in your area. View the marketing guide here: ms4.adopt-a-drain.org/marketing-guide. Download promotional materials from the Google Drive folder: drive.google.com/drive/folders/1b6cLsITFI6xs9xHz2ZZTt8tLJ63rN0Bd.
- Access to the **CWMN photo gallery** with hundreds of high-quality photographs: docs.google.com/document/d/1D5uxlkAuZUNj-SJZOSexNbAn_ExcijvXaafDN9WLVe8/edit.
- Portable **educational exhibits** are available for free checkout. Find more at cleanwatermn.org/partners/exhibit-check-out/.
- For an additional fee, Adopt-a-Drain participants in your area can receive **yard signs and a printed "welcome kit"** in the mail. Please contact Ann Zawistoski for more information.

Duration of service: January 1 - December 31st, 2024. Unspent funds will rollover to support program activities in 2025.



MEMORANDUM

To: Nancy Bauer
From: Joe Barten, LMRWMO Administrator
Subject: Lower Mississippi River WMO - Financial Actions
Date: February 1, 2024

At the January 10, 2022 meeting, the LMRWMO Board approved participation in the Metro Watershed Partners Organization program for 2024, with dues totaling \$1,000.00.

Please prepare a check in the following amount:

- \$1,000.00 to the Metro Watershed Partners

Thank you and please contact me with any questions.

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

Enclosed: 2024 Metro Watershed Partners Program Invoice

LMRWMO 2024 Budget & Financial Summary		2023 Carryover		2024 Monthly Revenue								
Revenue	Budget	Dec 14, 2023 - Jan 10 2024	Jan 11 - Feb 14 2024	Feb 15 - Mar 13 2024	Mar 14 - April 10 2024	April 11 - May 8 2024	May 9 - June 12 2024		2024 Total	Variance	Percent Received	
Dues from Members	\$133,676.00		\$42,950.84						\$42,950.84	\$90,725.16	32%	
Interest	\$2,000.00	\$364.62	\$1.02						\$365.64	\$1,634.36	18%	
LMCIT Rebate	\$250.00								\$0.00	\$250.00	0%	
Grant Income	\$117,200.00		\$30,000.00						\$30,000.00	\$87,200.00	26%	
Subtotal Operating Revenue	\$135,926.00	\$364.62	\$72,951.86	\$0.00	\$0.00	\$0.00	\$0.00		\$73,316.48			
		2023 Carryover		2024 Monthly Expenses								
Expenses	Budget	Dec 14, 2023 - Jan 10 2024	Jan 11 - Feb 14 2024	Feb 15 - Mar 13 2024	Mar 14 - April 10 2024	April 11 - May 8 2024	May 9 - June 12 2024		2024 Total	Remaining Budget	Percent Expended	
Engineering/Technical Assistance												
Technical Assistance	\$6,000.00	\$479.50							\$0.00	\$6,000.00	0%	
Meetings	\$6,500.00	\$1,155.00							\$0.00	\$6,500.00	0%	
Plan Implementation/Grant Applications	\$6,000.00								\$0.00	\$6,000.00	0%	
Watershed Plan Amendment	\$0.00	\$1,369.50							\$0.00	\$0.00		
Project Study/Implementation												
Miss. River Direct Drainage - FY-21 WBIF Match	\$9,300.00								\$0.00	\$9,300.00	0%	
Interstate Valley Creek Stabilization FY-24 CWF Match	\$10,000.00								\$0.00	\$10,000.00	0%	
Priority Watershed Modeling - \$100,000 (FY-23 WBIF Match)	\$12,000.00								\$0.00	\$12,000.00	0%	
Seidls Lake Improvements - \$356,000 (FY-22 CPL % Match)	\$2,500.00								\$0.00	\$2,500.00	0%	
Landscaping for Clean Water Projects	\$13,600.00	\$750.00							\$0.00	\$13,600.00	0%	
Monitoring												
Lake and Stream Water Monitoring (CAMP) and Reports	\$13,760.00	\$3,103.97							\$0.00	\$13,760.00	0%	
Education												
WMO Biannual E-Newsletter	\$3,800.00								\$0.00	\$3,800.00	0%	
Landscaping for Clean Water Classes	\$9,500.00								\$0.00	\$9,500.00	0%	
MN Water Stewards Support	\$4,000.00	\$225.00							\$0.00	\$4,000.00	0%	
Storm Drain Stenciling Program	\$3,000.00	\$180.00							\$0.00	\$3,000.00	0%	
Engage Residents at Public Events / WMO Tabling Materials	\$500.00								\$0.00	\$500.00	0%	
General Education Requests	\$1,000.00	\$1,170.00							\$0.00	\$1,000.00	0%	
Metro Watershed Partners Membership	\$1,000.00		\$1,000.00						\$1,000.00	\$0.00	100%	
Website Maintenance and Updates	\$2,900.00								\$0.00	\$2,900.00	0%	
Board Education	\$200.00	\$360.00							\$0.00	\$200.00	0%	
Adopt A Drain Welcome Kits ²	\$1,500.00								\$0.00	\$1,500.00	0%	
Administration												
General Administration	\$32,000.00	\$7,925.00							\$0.00	\$32,000.00	0%	
Hold Annual TAC Meeting	\$1,000.00								\$0.00	\$1,000.00	0%	
Insurance	\$2,500.00								\$0.00	\$2,500.00	0%	
Attorney and Audit	\$5,500.00	\$34.00							\$0.00	\$5,500.00	0%	
Subtotal Operating Expenses	\$148,060.00	\$16,751.97	\$1,000.00						\$1,000.00	\$147,060.00	1%	
Grant Expenses	\$175,000.00	\$0.00	\$0.00						\$0.00	\$175,000.00	0%	
Overall Fund Balance		\$168,417.88	\$240,369.74									
Total Grant Balance		\$38,158.59	\$68,158.59									
Operating Fund Balance		\$130,259.29	\$172,211.15									
Unencumbered Operating Fund Balance¹		\$115,259.29	\$152,211.15									

2024 Budget Notes:

- \$20,000 set aside for 2033 Watershed Plan Update, \$5,000 additional annually encumbered.
 - \$1,500 Added to Budget at 1-8-23 Meeting, carryover from 2023
- General: Budget is an estimate and will vary depending on changing priorities and grant project progress.

Balances Explained:

Overall Fund Balance	Balance of all bank accounts
Total Grant Balance	Grant funds in-hand
Operating Fund Balance	WMO funds without grants
Unencumbered Operating Fund Balance	WMO funds not already dedicated

LMRWMO 2024 Grant Budget & Financial Summary											
	Budget	Aggregate Prior to Jan 12, 2022	Jan 13, 2022 - Jan 11, 2023	Jan 12 2023 - Jan 10 2024	Jan 11 - Feb 14 2024	Feb 15 - Mar 13 2024	Mar 14 - April 10 2024	April 11 - May 8 2024	Total	Variance	Percent Received/ Expended
BWSR - FY 2019 Watershed Based Implementation Funding (Augusta, Interstate Valley Creek, Education) CLOSED OUT											
Revenue											
BWSR FY-2019 WBIF Payment	\$144,670.00	\$72,335.00		\$72,335.00					\$144,670.00	\$0.00	100%
WBIF Matching Funds	\$59,640.00			\$25,000.00	\$30,000.00				\$55,000.00	\$4,640.00	92%
Total Revenue	\$204,310.00	\$72,335.00	\$0.00	\$97,335.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$199,670.00	\$4,640.00	98%
Expenses											
Grant Administration	\$8,000.00	\$497.43	\$2,767.00	\$4,066.00					\$7,330.43	\$669.57	92%
Education Program Implementation	\$36,000.00	\$1,899.87	\$24,294.44	\$4,490.40					\$30,684.71	\$5,315.29	85%
Education Program Project Dev.	\$4,670.00	\$913.75	\$7,172.47	\$197.50					\$8,283.72	(\$3,613.72)	177%
Education Program Project Dev. Match (WMO)	\$4,640.00		\$3,040.00	\$546.00					\$3,586.00	\$1,054.00	77%
Interstate Valley Creek Project Dev.	\$4,000.00	\$339.96	\$6,323.50	\$1,926.50					\$8,589.96	(\$4,589.96)	215%
Interstate Valley Creek Study	\$44,000.00		\$32,873.25	\$11,397.50					\$44,270.75	(\$270.75)	101%
Interstate Valley Creek Study Match	\$25,000.00		\$25,000.00						\$25,000.00	\$0.00	100%
Lake Augusta Project Development	\$4,000.00	\$2,334.62	\$4,498.22	\$1,733.50					\$8,566.34	(\$4,566.34)	214%
Lake Augusta Study (Added \$13k for monitoring)	\$57,000.00		\$25,559.80	\$30,932.20					\$56,492.00	\$508.00	99%
Lake Augusta Study Match	\$30,000.00		\$30,000.00						\$30,000.00	\$0.00	100%
Total Expenses	\$217,310.00	\$5,985.63	\$161,528.68	\$55,289.60	\$0.00	\$0.00	\$0.00	\$0.00	\$222,803.91	-\$5,493.91	103%
FY-19 WBIF Balance		\$66,349.37	-\$95,179.31	-\$53,133.91	-\$23,133.91				-\$18,493.91		
BWSR - FY 2021 Watershed Based Implementation Funding (Miss. River Direct Drainage Study)											
Revenue											
BWSR FY-2021 WBIF Payment	\$93,042.00	\$46,521.00							\$46,521.00	\$46,521.00	50%
WBIF Matching Funds	\$9,304.00								\$0.00	\$9,304.00	0%
Total Revenue	\$102,346.00	\$46,521.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,521.00	\$55,825.00	45%
Expenses											
Grant Administration	\$10,042.00			\$156.00					\$156.00	\$9,886.00	2%
Erosion & Direct Drainage Study	\$71,000.00								\$0.00	\$71,000.00	0%
Erosion & Direct Drainage Study Match (WMO)	\$9,304.00								\$0.00	\$9,304.00	0%
Project Development	\$12,000.00			\$2,733.50					\$2,733.50	\$9,266.50	23%
Total Expenses	\$102,346.00	\$0.00	\$0.00	\$2,889.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,889.50	\$99,456.50	3%
FY-21 WBIF Balance		\$46,521.00	\$46,521.00	\$43,631.50	\$43,631.50	\$43,631.50	\$43,631.50	\$43,631.50	\$43,631.50		
BWSR - FY 2023 Watershed Based Implementation Funding (Priority Watershed Project ID & Model - Thompson, Rogers, Seidls)											
Revenue											
BWSR FY-2021 WBIF Payment	\$118,385.00			\$59,193.00					\$59,193.00	\$59,192.00	50%
WBIF Matching Funds	\$12,000.00								\$0.00	\$12,000.00	0%
Total Revenue	\$130,385.00	\$0.00	\$0.00	\$59,193.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,193.00	\$71,192.00	45%
Expenses											
Grant Administration	\$8,000.00								\$0.00	\$8,000.00	0%
Priority Watershed Project ID & Model (WMO)	\$100,385.00								\$0.00	\$100,385.00	0%
Project Development	\$12,000.00								\$0.00	\$12,000.00	0%
Total Expenses	\$130,385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,385.00	0%
FY-21 WBIF Balance		\$0.00	\$0.00	\$59,193.00	\$59,193.00	\$59,193.00	\$59,193.00	\$59,193.00	\$59,193.00		
MN DNR - Conservation Partners Legacy Grant (Seidls Lake Shoreline Restoration)											
Revenue											
Grant Reimbursement Payments	\$382,000.00								\$0.00	\$382,000.00	0%
Matching funds	\$75,000.00								\$0.00	\$75,000.00	0%
Total Revenue	\$457,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$457,000.00	0%
Expenses											
Grant Administration/Project Mgmt	\$26,000.00			\$15,118.00					\$15,118.00	\$10,882.00	58%
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%
Total Expenses	\$457,000.00	\$0.00	\$0.00	\$15,118.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,118.00	\$404,382.00	3%
Seidls Lake Shoreline Balance		\$0.00	\$0.00	-\$15,118.00	-\$15,118.00	-\$15,118.00	-\$15,118.00	-\$15,118.00	-\$15,118.00		
	Budget	Aggregate Prior to Jan 12, 2022	Jan 13, 2022 - Jan 11, 2023	Jan 12 2023 - Jan 10 2024	Jan 11 - Feb 14 2024	Feb 15 - Mar 13 2024	Mar 14 - April 10 2024	April 11 - May 8 2024	Total	Variance	Percent Received/ Expended
TOTAL GRANT FUNDS RECEIVED	\$763,656.00	\$118,856.00	\$0.00	\$156,528.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$305,384.00	\$517,465.00	40%
PASS THROUGH MATCH RECEIVED	\$130,000.00	\$0.00	\$0.00	\$25,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	\$88,944.00	42%
LMRWMO MATCH PROVIDED	\$13,944.00	\$0.00	\$3,040.00	\$546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,586.00	\$517,465.00	26%
GRANT EXPENSES (MINUS WMO MATCH)	\$762,712.00	\$5,985.63	\$158,488.68	\$72,751.10	\$0.00	\$0.00	\$0.00	\$0.00	\$240,811.41	\$521,900.59	32%
PASS THROUGH MATCH EXPENSES	\$130,000.00	\$0.00	\$58,040.00	\$546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,586.00	\$71,414.00	45%
NET FUND BALANCE (MINUS WMO MATCH)		\$112,870.37	-\$45,618.31	\$38,158.59	\$68,158.59	\$68,158.59	\$68,158.59	\$68,158.59	\$68,158.59		

FY-2019 WBIF Closeout Summary
 Project included multiple contracts for ed/ and outreach, two studies. Summary below.

Were \$5,493 over budget on grant admin and project development, 2.7% of project amount
 There was an additional \$13,000 approved for additional monitoring on Lake Augusta

\$13,000.00 Additional water monitoring on Lake Augusta
 \$5,493.91 Project development/staff overage

\$18,493.91 Total Overage



MEMORANDUM

To: LMRWMO Board of Managers
From: Joe Barten, Dakota County SWCD
Subject: Mississippi River Direct Drainage Study
Date: February 8, 2024

BACKGROUND

The LMRWMO released a request for proposals for the Mississippi River Direct Drainages Study in early December 2023. Six proposals were received in response to this request in mid-January, 2024.

The LMRWMO Administrator requested volunteers from City Staff Advisors, Board Members, and Board Alternates to form a review committee for the proposals. Volunteers reviewed and ranked the six proposals. The review committee will discuss the proposals prior to the full LMRWMO Board meeting and will provide a recommendation to the Board on their preferred consultant to perform the work.

This study is funded with Fiscal Year 2021 Watershed Based Implementation Funding (WBIF) dollars totaling \$71,000 along with \$9,500 in matching funds from the LMRWMO.

BOARD ACTION REQUESTED

Review proposals (posted as separate PDFs on the LMRWMO website alongside the full meeting packet) and select preferred consultant, considering recommendation of the review committee.

ADDITIONAL INFORMATION

Request for Proposals (posted online separately from packet)

Proposals from the following consultants (posted online separately from packet)

- Barr Engineering
- Geosyntec Consultants
- Moore Engineering
- PE Services
- Stantec
- WSB

LMRWMO DRAFT Budget Projection (WMO Funded Operations Only, Grants Excluded) to Meet Watershed Plan

REVENUES	2023 Budget	2024 Budget	2025 Budget (Meeting Plan)	2026 Budget (Meeting Plan)	2027 Budget (Meeting Plan)	2028 Budget (Meeting Plan)	2029 Budget (Meeting Plan)	2030 Budget (Meeting Plan)	2031 Budget (Meeting Plan)	2032 Budget (Meeting Plan)
Increase from Previous Year		5%	14%	14%	14%	5%	5%	3%	3%	3%
Dues from Members	\$127,310	\$133,676	\$155,000	\$180,000	\$210,000	\$222,000	\$234,000	\$242,000	\$250,000	\$258,000
Interest & LMCIT Rebate	\$850	\$2,250	\$4,000	\$4,500	\$5,000	\$5,500	\$6,000	\$6,000	\$6,500	\$6,500
TOTAL	\$128,160	\$135,926	\$159,000	\$184,500	\$215,000	\$227,500	\$240,000	\$248,000	\$256,500	\$264,500
EXPENSES AND LIABILITIES	2023 Budget	2024 Budget	2025 Budget (Meeting Plan)	2026 Budget (Meeting Plan)	2027 Budget (Meeting Plan)	2028 Budget (Meeting Plan)	2029 Budget (Meeting Plan)	2030 Budget (Meeting Plan)	2031 Budget (Meeting Plan)	2032 Budget (Meeting Plan)
Engineering/Technical Assistance										
Meetings	\$6,500	\$6,500	\$7,000	\$7,000	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Plan Implementation / Project Management	\$5,400	\$6,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Review Local Water Management Plans				\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Technical Assistance	\$5,500	\$6,000	\$6,500	\$6,500	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Watershed Plan Amendment / Updates	\$6,500		\$1,000		\$1,000					
Subtotal	\$23,900	\$18,500	\$19,500	\$21,500	\$23,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500
Project/Study Implementation	Total Cost (Est.)	Funding Source								
Dodd Road Study	\$25,000	FY-29 WBIF						\$5,000		
Implement Targeted Medium to Large Scale Stormwater BMPs	Varies	WMO Dues / WBIF			\$5,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Implement Stormwater BMPs with City Street Reconstructions	Unknown	WBIF or CWF				\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Interstate Valley Creek Stabilization Phase 1	\$700,000	FY-24 CWF Match	\$10,000							
Interstate Valley Creek Stabilization Phase 2	\$600,000	FY-29 WBIF or CWF				\$10,000				
Ivy Falls Creek Erosion Study	\$80,000	FY-25 WBIF	\$10,000							
Ivy Falls Creek Stabilization Projects	\$200,000	FY-27 WBIF or CWF				\$10,000				
Ivy Falls Creek Waste Dump Assessment	\$25,000	WBIF							\$10,000	\$15,000
Kaposia Creek Daylighting Study	\$40,000	FY-31 WBIF						\$10,000	\$15,000	
Lake Augusta Water Quality Improvement Projects (Match)	Unknown	Various Grants		\$10,000	\$10,000		\$10,000	\$10,000		
Landscaping for Clean Water Projects	Varies	WMO Dues	\$12,000	\$13,600	\$14,000	\$14,000	\$15,000	\$15,000	\$15,500	\$15,500
Mississippi River Direct Drainage Projects	\$200,000	FY-29 WBIF							\$10,000	\$10,000
Mississippi River Direct Drainage Study	\$71,000	FY-21 WBIF	\$9,300	\$9,300						
Priority Watershed Modeling	\$100,000	FY-23 WBIF	\$12,000							
Regional Volume Reduction Projects (St. Paul)	\$150,000	FY-31 WBIF								\$15,000
Rogers Lake Subwatershed Assessment	\$30,000	FY-25 WBIF			\$10,000					
Rogers Lake Watershed BMP Implementation	\$100,000	FY-31 WBIF or CWF							\$10,000	\$10,000
Seidls Lake Improvements	\$356,000	FY-22 CPL	\$0	\$2,500						
Thompson Lake (Butler Ave) Stormwater Projects	\$150,000	FY-25 WBIF or CWF	\$10,000							
Thompson Lake Subwatershed Assessment	\$30,000	FY-25 WBIF			\$10,000					
Thompson Lake Watershed Stormwater Projects	\$100,000	FY-27 WBIF or CWF					\$10,000			
Watershed Wide Hydrologic / Hydraulic Model	\$150,000	FY-29 WBIF						\$15,000		
Subtotal	\$21,300	\$47,400	\$34,000	\$44,000	\$30,000	\$67,000	\$67,000	\$87,500	\$92,500	\$98,000
Water Monitoring										
Assess and Update Overall Monitoring Plan / Program				\$3,000						
Lake and Stream Water Monitoring (CAMP) and Reports	\$12,200	\$13,760	\$14,000	\$14,500	\$15,000	\$15,000	\$16,000	\$16,000	\$17,000	\$17,000
Mississippi River Outfall Monitoring Study					\$10,000					
Monitor Water Quality at Outfalls to Mississippi River						\$10,000	\$8,000	\$8,000	\$8,000	\$8,000
Monitor Water Quality of Interstate Valley Creek			\$8,000	\$7,000	\$7,000					
Monitor Water Quality of Ivy Falls Creek						\$8,000	\$7,000	\$7,000		
Kaposia Creek Monitoring									\$8,000	\$8,000
Stream and Creek Monitoring Study					\$10,000					
Subtotal	\$12,200	\$13,760	\$22,000	\$24,500	\$42,000	\$33,000	\$31,000	\$31,000	\$33,000	\$33,000
Education										
Board Education	\$200	\$200	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Board Tour of LMRWMO Projects and Resources (Project and Boat)	\$4,400		\$1,000		\$4,000		\$1,000		\$4,000	
Chloride Reduction Education / Training / Outreach						\$3,500		\$3,500		\$3,500
Engage Residents at Public Events / WMO Tabling Materials	\$500	\$500	\$500	\$250	\$500	\$250	\$250	\$250	\$250	\$250
General Education Requests	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
K-12 Education in Coordination with Partners				\$5,000	\$3,000	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Landscaping for Clean Water Classes (Workshops for Stewardship & SW Mgmt.)	\$10,800	\$9,500	\$9,500	\$9,500	\$9,500	\$10,000	\$10,000	\$10,500	\$10,500	\$11,000
Metro Watershed Partners Membership (Member City Ed. Info Distribution)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
MN Water Stewards (support volunteer efforts, work with existing)	\$10,000	\$4,000	\$3,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Multi-Lingual Education / Training / Outreach							\$2,500	\$2,500	\$2,500	\$2,500
Public Educational Materials (FY-27 WBIF Match)				\$500	\$500	\$500	\$500	\$500	\$500	\$500
Storm Drain Stenciling Program	\$4,500	\$3,000	\$5,000	\$2,500	\$2,500	\$3,000	\$2,500	\$2,500	\$3,000	\$2,500
Website Maintenance and Updates	\$2,800	\$2,900	\$3,000	\$3,000	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100
WMO Biannual E-Newsletter		\$3,800	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Subtotal	\$35,000	\$25,900	\$27,500	\$23,750	\$33,100	\$31,350	\$31,350	\$31,850	\$35,350	\$32,350

EXPENSES AND LIABILITIES cont.	2023 Budget	2024 Budget	2025 Budget (Meeting Plan)	2026 Budget (Meeting Plan)	2027 Budget (Meeting Plan)	2028 Budget (Meeting Plan)	2029 Budget (Meeting Plan)	2030 Budget (Meeting Plan)	2031 Budget (Meeting Plan)	2032 Budget (Meeting Plan)
Administration										
Attorney and Audit	\$5,500	\$5,500	\$5,800	\$5,800	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Biennial Progress Review			\$2,000		\$2,000		\$2,000		\$2,000	
General Administration	\$34,400	\$32,000	\$36,000	\$40,000	\$45,000	\$50,000	\$50,000	\$55,000	\$55,000	\$60,000
Grant Development / Review			\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Hold Annual TAC Meeting		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Insurance	\$2,500	\$2,500	\$2,500	\$2,500	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
Review Org. Capacity via BWSR PRAP				\$6,000						
Subtotal	\$42,400	\$41,000	\$50,300	\$58,300	\$59,600	\$62,600	\$64,600	\$67,600	\$69,600	\$72,600
Encumbered for 4th Gen Watershed Plan (2030-2032)	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000	\$70,000	\$80,000	\$90,000	\$100,000
TOTAL	\$134,800	\$146,560	\$153,300	\$172,050	\$188,200	\$216,450	\$216,450	\$240,450	\$252,950	\$258,450
Goal of 40% of Budget in Unencumbered Fund Balance	\$53,920	\$58,624	\$61,320	\$68,820	\$75,280	\$86,580	\$86,580	\$96,180	\$101,180	\$103,380
Year End Fund Balance (Estimated)	\$90,138	\$109,866	\$115,566	\$128,016	\$154,816	\$165,866	\$189,416	\$196,966	\$200,516	\$206,566
Unencumbered Year End Fund Balance	\$75,138	\$89,866	\$85,566	\$88,016	\$104,816	\$105,866	\$119,416	\$116,966	\$110,516	\$106,566

Lower Mississippi River WMO Cost Allocation Formula, Past Membership Dues, and Projected Membership Dues (Based on Pay Year 2022 Tax Data)

City	2022 Total Value (Real Property) ¹	Value / Total Value	Total Acres with ROW	Acres / Total Acres	Formula ²	Rounded % Contribution
Inver Grove Heights	\$4,244,734,876	0.339392	18,244	0.5175	0.4285	43%
Lilydale	\$220,632,544	0.017641	494	0.0140	0.0158	2%
Mendota Heights*	\$2,488,274,045	0.198952	5,395	0.1530	0.1760	18%
Saint Paul	\$1,367,557,600	0.109344	2,955	0.0838	0.0966	10%
South Saint Paul	\$1,866,536,000	0.149241	3,868	0.1097	0.1295	13%
Sunfish Lake	\$223,413,755	0.017863	1,085	0.0308	0.0243	2%
West Saint Paul	\$2,095,746,826	0.167567	3,212	0.0911	0.1293	13%
Total	\$12,506,895,646	1.0000	35,253	1.0000	1.0000	1.0000

Notes:

¹ Assessment year 2021; Pay year 2022 Property Values

² Cost Allocation Formula = 50% x Value/Total Value + 50% Ac/Total Ac, where total area includes ROW

Note: Below numbers are projects for discussion and long term planning purposes

Past Membership Dues for Comparison	2022 Dues	2023 Dues	2024 Dues	2025 Dues	2026 Dues	2027 Dues	2028 Dues	2029 Dues	2030 Dues	2031 Dues	2032 Dues
Change from Previous Year	5% Increase	10% Increase	5% Increase	15% Increase	15% Increase	15% Increase	5% Increase	5% Increase	5% Increase	3% Increase	3% Increase
Inver Grove Heights	\$ 50,678.31	\$ 55,746.14	\$ 57,273.30	\$ 65,864.29	\$ 75,743.93	\$ 87,105.52	\$ 91,460.80	\$ 96,033.84	\$ 100,835.53	\$ 103,860.60	\$ 106,976.42
Lilydale	\$ 1,819.53	\$ 2,001.49	\$ 2,116.36	\$ 2,433.82	\$ 2,798.89	\$ 3,218.73	\$ 3,379.66	\$ 3,548.64	\$ 3,726.08	\$ 3,837.86	\$ 3,952.99
Mendota Heights	\$ 21,071.22	\$ 23,178.34	\$ 23,526.02	\$ 27,054.92	\$ 31,113.16	\$ 35,780.14	\$ 37,569.14	\$ 39,447.60	\$ 41,419.98	\$ 42,662.58	\$ 43,942.46
Saint Paul	\$ 9,888.72	\$ 10,877.59	\$ 12,910.46	\$ 14,847.02	\$ 17,074.08	\$ 19,635.19	\$ 20,616.95	\$ 21,647.80	\$ 22,730.19	\$ 23,412.09	\$ 24,114.46
South Saint Paul	\$ 14,870.21	\$ 16,357.23	\$ 17,308.46	\$ 19,904.73	\$ 22,890.44	\$ 26,324.01	\$ 27,640.21	\$ 29,022.22	\$ 30,473.33	\$ 31,387.53	\$ 32,329.16
Sunfish Lake	\$ 2,940.98	\$ 3,235.08	\$ 3,250.84	\$ 3,738.46	\$ 4,299.23	\$ 4,944.12	\$ 5,191.32	\$ 5,450.89	\$ 5,723.43	\$ 5,895.13	\$ 6,071.99
West Saint Paul	\$ 14,466.59	\$ 15,913.25	\$ 17,289.14	\$ 19,882.52	\$ 22,864.89	\$ 26,294.63	\$ 27,609.36	\$ 28,989.83	\$ 30,439.32	\$ 31,352.50	\$ 32,293.07
Totals	\$ 115,735.57	\$ 127,309.12	\$ 133,674.58	\$ 153,725.77	\$ 176,784.63	\$ 203,302.33	\$ 213,467.44	\$ 224,140.81	\$ 235,347.86	\$ 242,408.29	\$ 249,680.54

**2024-2025 SERVICE AGREEMENT BETWEEN
RAMSEY COUNTY
AND THE
LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION**

A. PARTIES

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation department – Soil & Water Conservation Division (SWCD), 2015 Van Dyke Street, Maplewood, MN 55109 and the Lower Mississippi River Watershed Management Organization (LMRWMO), c/o Dakota County SWCD, 4100 220th Street West, Farmington, MN 55024.

B. PURPOSE

The LMRWMO has requested assistance from the SWCD to provide technical services to support the Landscaping for Clean Water Program and other duties as requested. This Agreement is authorized pursuant to the provisions of Minnesota Statutes §Chapter 412 and Minnesota Statutes §471.59.

C. TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2024 to December 31, 2025 unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

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

E. COST

In full consideration for services under this agreement, the LMRWMO will compensate the SWCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$3,600.00 during the 2024 calendar year and not to exceed \$3,600.00 during the 2025 calendar year throughout the term of this agreement.

Any additional costs must be approved by the LMRWMO in advance.

F. BILLING RATE AND PAYMENTS

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

G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

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

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

H. STANDARDS

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

I. DATA PRIVACY

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

J. AUDITS, REPORTS, AND MONITORING PROCEDURES

The SWCD will:

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

K. INDEMNITY

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

L. INDEPENDENT CONTRACTOR

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

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

M. MODIFICATIONS

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

N. MERGER

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

O. TERMINATION

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

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

**2024-2025 SERVICE AGREEMENT BETWEEN
RAMSEY COUNTY
AND THE
LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION**

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

APPROVED:

LMRWMO

Ramsey County

BY: _____
Board Chair Date

BY: _____
County Manager Date

BY: _____
LMRWMO Administrator Date

BY: _____
Parks and Recreation Director Date

Approved as to form:

BY: _____ Date
Assistant County Attorney

EXHIBIT A

TASKS

1. Project Oversight

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

2. Landowner Outreach

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

3. Project Database

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

4. Respond to inquiries from the public

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

5. Site Reviews and Project Evaluation

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

6. BMP Design and Contractor Assistance

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

7. Construction Monitoring (Site inspections)

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

8. Miscellaneous Services

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

9. Billing

SWCD services are billed on an hourly basis at the rate of \$80.00 per hour, for all SWCD staff.

EXHIBIT A CONT.

ESTIMATED TASK SUMMARY FOR CALENDAR YEARS 2024 AND 2025

TECHNICAL ASSISTANCE & PROJECT IMPLEMENTATION

COST ESTIMATE

Landscaping for Clean Water Landowner Coordination <ul style="list-style-type: none">• Create individual maps for LCW design class participants within Ramsey County as participants register for Design classes, update template as necessary.	1 hour each @ \$80/hour, up to 5 projects = \$400
Technical Assistance - Landscaping for Clean Water <ul style="list-style-type: none">• Staff time for technical assistance for LCW grant participants to meet onsite with landowner for project layout, midpoint visit to check elevations, final visit, coordinate with landowner remotely, coordinate with Dakota County SWCD staff on project reporting, etc.	6 hours for each project @ \$80/hour, up to 5 projects = \$2,400
Technical Assistance – General <ul style="list-style-type: none">• Staff time for technical assistance on potential landowner stormwater/drainage issues or stormwater BMP project implementation questions.	10 hours @ \$80/hour = \$800
Subtotal	\$3,600

CALENDAR YEAR 2024 - TOTAL AGREEMENT NOT TO EXCEED: \$3,600

CALENDAR YEAR 2025 - TOTAL AGREEMENT NOT TO EXCEED: \$3,600

PETERSON COMPANY LTD.
CERTIFIED PUBLIC ACCOUNTANTS

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

January 15, 2024

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

Enclosed is the audit engagement letter for the fiscal year ending December 31, 2023. The audit will be performed in accordance with all applicable audit standards.

We anticipate that half a day of fieldwork will be required at your office unless the audit is done remotely. During this time and during completion of the audit, we will be happy to answer your questions and assist with policies and procedures at no additional cost. The year-end audit fee will be \$4,300.

The audit fee has increased more than inflationary rates this year, due to additional time to complete audit checklists, staffing, and adopting new audit standards and procedures. As Districts continue to grow and take on more grants, the time required to test Unearned Revenue continues to increase.

Please sign and return the engagement letter in the envelope provided. We look forward to working with you!

Sincerely,

Samantha Hoskins

Samantha Hoskins, CPA
Peterson Company Ltd

January 15, 2024

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

Dear Board of Supervisors and Manager:

The following represents our understanding of the services we will provide Lower Mississippi River Watershed Management Organization.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Lower Mississippi River Watershed Management Organization, as of December 31, 2023, and for the year then ended and the related notes, which collectively comprise Lower Mississippi River Watershed Management Organization's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

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

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and Government Auditing Standards. As part of our audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lower Mississippi River Watershed Management Organization's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even through the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Lower Mississippi River Watershed Management Organization's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a) For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements, and
- c) To provide us with:
 - I. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - II. Additional information that we may request from management for the purpose of the audit;
 - III. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d) For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e) For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f) For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g) For acceptance of nonattest services, including identifying the proper part to oversee nonattest work;
- h) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i) For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j) For the accuracy and completeness of all information provided.

With regard to the required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the required supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding required supplementary information; (c) to include our report on the required supplementary information in any document that contains the required supplementary information and that indicates that we have reported on such required supplementary information; and (d) to present the required supplementary information with the audited basic financial statements, or if the required supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the required supplementary information no later than the date of issuance by you of the required supplementary information and our report thereon.

As part of our audit process, we will request from management, and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services, at the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by Lower Mississippi River Watershed Management Organization's management.
- Prepare the financial statements with the required footnote disclosures.
- Prepare lease amortization calculations and disclosures, if needed.
- Prepare the depreciation schedule, if needed.

We will not assume management responsibilities on behalf of Lower Mississippi River Watershed Management Organization. However, we will provide advice and recommendations to assist management of Lower Mississippi River Watershed Management Organization in performing its responsibilities.

Lower Mississippi River Watershed Management Organization's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the financial statement preparation, lease amortization calculations and disclosures, depreciation schedule, and journal entry proposals previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Lower Mississippi River Watershed Management Organization's basic financial statements. Our report will be addressed to management and the governing body of Lower Mississippi River Watershed Management Organization. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinion on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in the spring or summer and to issue our reports no later than October 31, 2024.

Samantha Hoskins is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Peterson Company Ltd's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be \$4,300. Included in this audit fee are six bound copies, any additional copies will be prepared at \$15 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices not paid within 30 days will accrue interest at 1.50%. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;

- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Peterson Company Ltd and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Board of Water and Soil Resources or the Minnesota State Auditor's Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Peterson Company Ltd's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Board of Water and Soil Resources or to the Minnesota State Auditor's Office. The Board of Water and Soil Resources or the Minnesota State Auditor's Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Peterson Company Ltd

Peterson Company Ltd
 570 Cherry Drive
 Waconia, MN 55387

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Lower Mississippi River Watershed Management Organization by:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



MEMORANDUM

To: LMRWMO Board of Managers
From: Joe Barten, Dakota County SWCD
Subject: PCB and Other Contaminant of Concern Monitoring/Investigation
Date: February 7, 2024

BACKGROUND

The LMRWMO was notified in July of 2023 of a settlement for a class action lawsuit between Monsanto company and the US District Court for the Central District of California. This settlement determined that a payment of \$17,024.47 be given to any NPDES Phase 1 and 2 City within a watershed that contains or adjoins a PCB impaired waterbody. That amount was given to all LMRWMO Member Cities, apart from Saint Paul, which received \$32,024.47 as a Phase 1 MS4 Community.

The LMRWMO Board decided at its November 8th Board meeting to request pooling of the settlement funds from the LMRWMO member Cities for PCB monitoring on LMRWMO waterbodies. It was also suggested by Ali Ling, who presented to the LMRWMO Board in November, to test for not just PCB, but other contaminants of concern at the same time. To facilitate such a request, the LMRWMO Administrator is prepared to send the following letter to LMRWMO member Cities. The letter is intended to give the Cities an idea of the scope of work and officially request the funds. Should Cities agree to provide funding, the Administrator will work with LMRWMO legal counsel on the best way to transfer and utilize these funds.

The LMRWMO Administrator has also been in contact with a representative at LimnoTech, a consultant firm who has worked throughout the US on PAH, PCB, and PFOS/PFOA assessment and testing projects as well as with the State of MN on the 3M PFOS issues in the Twin Cities metro. Should the LMRWMO member Cities commit funds to this effort, I suggest engaging with LimnoTech to develop a scope of work to prioritize testing and investigation that fits within the funding provided by the Cities and accomplishes the project goals.

BOARD ACTION REQUESTED

- Provide feedback on the attached letter, the suggested approach to request funds from Member Cities, and plan to engage with LimnoTech to create a detailed scope of work to perform the PCB and other Contaminants of Concern monitoring and study.

ADDITIONAL INFORMATION

DRAFT Letter to LMRWMO Cities requesting funds
Limnotech Qualifications (**Posted on Website Separately)
[Settlement Information and List of Cities Given Funds](#)



February 14, 2024

City of Lilydale

Address

Address

RE: Request to Support PCB and other Contaminants of Concern Investigation

Mary Schultz - City Administrator,

The Lower Mississippi River Watershed Management Organization (LMRWMO) was notified in July of 2023 of a settlement between the Monsanto Company and the US District Court for the Central District of California. This settlement determined that a payment of \$17,000 be given to any NPDES Phase 1 and 2 City within a watershed that contains or adjoins a PCB impaired waterbody. It is our understanding that all seven of the LMRWMO Member Cities received this payment. This included the City of Lilydale, as well as the other six LMRWMO member Cities, who all received a check for \$17,000 in mid 2023.

The LMRWMO Board sees this windfall of funds as a great opportunity to determine the potential presence and impact of PCBs and other related contaminants of concern in LMRWMO waterbodies. To that end, the LMRWMO Board officially acted at its November 8th, 2023 Board meeting to request the use of those fund from LMRWMO Member Cities. They would be joined with all LMRWMO Member City contributions for a specific "PCB and other Contaminants of Concern Investigation and Study) on priority LMRWMO waterbodies. This project is a unique initiative to benefit the residents of the LMRWMO and further understand the extent of these contaminants of concern in our waterbodies.

To accomplish such an effort, the LMRWMO is proposing the following general scope of work. This would be modified as necessary depending on the amount of pooled funds available. Work could occur in 2024 or 2025 or both.

DRAFT PCB and other Contaminants of Concern Investigation and Study Scope of Work

- Investigate the extent of existing information related to contaminants of concern within LMRWMO waterbodies.
- Establish priorities for monitoring/investigation based on recreation and human health concerns for LMRWMO priority waterbodies. Lake priority shown below is from the LMRWMO Plan and could include:
 - Priority 1A - Mississippi River, Lake Augusta, Thompson Lake, Rogers Lake, Seidl's Lake
 - Priority 1B and Priority 2 - Sunfish Lake, Hornbeam Lake, Simley Lake, Lemay Lake

- Perform monitoring of select LMRWMO waterbodies for PCBs, PFOS/PFOA, PAH, and other related contaminants of human health concern.
- Target investigation to fish tissue, water, or lake sediment monitoring based on the appropriate contaminant of concern.
- Provide a report summarizing the results of the investigation and specific next steps, if any, for each waterbody, to share with LMRWMO Member Cities.

We greatly appreciate the City of Lilydale considering utilizing the funds received from the settlement for this joint project. Thank you for your ongoing efforts to protect the natural resources of the LMRWMO and please contact me with any questions.

Sincerely,



Joe Barten
Administrator, Lower Mississippi River WMO