

Rum River Watershed Partnership Board Meeting

September 22, 2022

4:30-6:30 PM

Location: Mille Lacs County Courthouse, lower level, Conf rm D, 635 2nd St SE, Milaca, MN 56353

Alternates and staff can join via Zoom:

<https://us02web.zoom.us/j/81446410646?pwd=TU5rOHVtUE1uQkFNSnBBUIM3Z3paQT09>

Phone: 1 312 626 6799

Meeting ID: 814 4641 0646

Passcode: 052709

Coming together to identify shared goals.

Planning together to leverage unique capacity.

Working together to achieve results.

Vision Statement

- Clean, abundant water for consumption, recreation, and habitat
- Collaborative partnership among communities, working together towards a common goal
- Community members and decision makers understand the challenges and opportunities facing the watershed
- Innovative strategies to meet our goals

Members: Primary and alternate representatives as of 7/21/2022

Primary representatives:

Aitkin County- Laurie Westerlund

Aitkin SWCD- Bob Janzen

Anoka CD- Colleen Werdien

Benton County-Ed Popp

Benton SWCD- Wade Bastian

Isanti County- Greg Anderson

Isanti SWCD- Al Koczur

Kanabec SWCD- Kim Johnson

Mille Lacs SWCD- Jake Janski

Morrison SWCD- Dale Scholl

Morrison County- Mike Wilson

Sherburne County- Lisa Fobbe

Sherburne SWCD- Kerry Saxton

CCd: member staff representatives, others requested to be on cc list

Agenda Items

| Topic | Purpose | Lead | Time |
|--|-------------|----------|---------|
| 1. Call to Order and introductions | | Chair | 5 min. |
| 2. Approve agenda | INFO/DECIDE | Chair | 1 min. |
| 3. Approve July 28, 2022 minutes | DECIDE | Chair | 1 min. |
| 4. Progress reports/updates <ul style="list-style-type: none"> • 2022 Timeline • Implementation Planning Committee (August & September meeting) • IPC Liaison report | INFO | Determan | 10 min. |
| 5. JPE Attorney Update | DECIDE | Schurbon | 15 min. |
| 6. JPE Insurance | DECIDE | Schurbon | 20 min. |
| 7. DRAFT Annual Work Plan Review: will move to 45-day courtesy review | DECIDE | Determan | 30 min. |
| 8. Next Steps | INFO | Chair | 5 min. |
| 9. Next Meeting Date: November 30, 2022 | DECIDE | Chair | 2 min. |
| 10. Adjourn | DECIDE | Chair | |
| | | | |

Rum River "One Watershed, One Plan"

Rum River Watershed Partnership Board Meeting Minutes

Coming together to identify shared goals.
Planning together to leverage unique capacity.
Working together to achieve results.

July 28th, 2022
5:00-7:00 PM

Vision Statement

- Clean, abundant water for consumption, recreation and habitat
- Collaborative partnership among communities working towards a common goal
- Community members and decision makers understand the challenges and opportunities facing the watershed
- Innovative strategies to meet our goals

In Person Meeting
 MLC Courthouse,
 lower level, Conf rm D, 635 2nd St SE,
 Milaca, MN 56353

Note taker: Lydia Godfrey, Isanti SWCD

Voting Members Present:

Colleen Werdien - Anoka Conservation District
 Bob Janzen Aitkin – SWCD (*virtual attendance-no voting*)
 Ed Popp – Benton County
 Wade Bastian – Benton SWCD - (*virtual attendance-no voting*)
 Jake Scherer – Benton SWCD, Alternate
 Greg Anderson – Isanti County
 Al Koczur – Isanti SWCD
 Kim Johnson – Kanabec SWCD
 Jake Janski – Mille Lacs SWCD
 Dale Scholl – Morrison SWCD
 Mike Wilson – Morrison County
 Lisa Fobbe – Sherburne County
 Kerry Saxton – Sherburne SWCD

Partners and Staff Present:

Steve Hughes – Aitkin SWCD - (*virtual attendance*)
 Jamie Schurbon – Anoka Conservation District
 Tiffany Determan – Isanti SWCD
 Lydia Godfrey- Isanti SWCD
 Deanna Pomije – Kanabec SWCD
 Susan Shaw – Mille Lacs SWCD
 Dan Cibulka – Sherburne SWCD
 Darren Mayers –BWSR

Voting Members Absent:

Laurie Westerlund – Aitkin County

1. Meeting called to order at 5:04 pm.
2. Election of Officers: Chair, Vice Chair

Fobbe nominated Janski for the Chair position. Popp seconded. Affirmative: All. Opposed: None. **The Motion Carried.** Janski was elected Chair.

Janski nominated Fobbe for the position of Vice Chair. Popp seconded. Affirmative: All. Opposed: None. **The Motion Carried.** Fobbe was elected Vice Chair.

3. Approve agenda

Motion by Fobbe to approve the agenda; second by Koczur. Affirmative: All. Opposed: None. **The Motion Carried.**

4. Approve April 28, 2022 Policy Committee Minutes

Motion by Saxton to approve the April 28th, 2022 outcomes as presented; second by Werdien. Affirmative: All. Opposed: None. **The Motion Carried.**

5. Resolution to Adopt Rum River Comprehensive Watershed Management Plan

Motion by Popp to adopt and implement the Rum River Comprehensive Watershed Management Plan; second by Greg Anderson. Affirmative: All. Opposed: None. **The Motion Carried.**

6. 2022 Timeline Review

Determan provided an overview of the 2022 Timeline located on page 11 of the agenda packet. The Rum River Watershed Partnership Board is scheduled to meet three times for the rest of the year. The timeline of meetings is based on the current meeting schedule but is subject to change.

This meeting is the first item on the timeline. The goal of the three meetings, including this one, is to set up the Rum River Watershed Partnership to receive State Watershed Based Implementation funding early 2023. The meetings are necessary to help meet deadlines. The September meeting of the Rum River Watershed Partnership Board would be to review the draft work plan, which then must go into a 45-day courtesy review period to local boards. The board would want to meet in November to approve the work plan so it can be sent to BWSR for approval by March 2023. In the future, the board can meet quarterly.

The Implementation Planning Committee will convene via email to comment on the work plan in August.

Discussion

Question: Will the draft by-laws be approved at a future meeting?

It was discussed that the draft by-laws are an agenda item for today's meeting, and any action will be decided later during the agenda.

7. Appoint ex-officio Implementation Planning Committee Organizations

There is a memo of proposed ex-officio members on page 13 of the agenda packet. Determan explained ex-officio members' purpose. They are Federal, State, Local and non-profit agency members that would provide technical advice to help with plan implementation. These members provide advice but have no voting rights.

Anoka County is on the ex-officio list because they expressed that they would like a staff member to attend the meetings, even though they did not join the JPE. Any organization that did not sign the JPA but did adopt the plan could be considered to become an ex-officio member. The board decided that agencies that approved the plan but did not sign the JPA can be an ex-officio member.

Motion by Lisa Fobbe to approve list as included with the addition that any agency that has adopted the plan but not sign the JPA can be an ex-officio member. Kim Johnson seconded. Affirmative: All. Opposed: None. **The Motion Carried.**

Discussion

There was discussion to clarify the role of ex-officio members and their involvement. Determan clarified that they would not be able to vote and would just provide advice, similar to what the agencies did during the planning process. Schurbon added that those that did not sign the JPA also would not be able to receive WBIF.

K. Johnson questioned if members could be added to the list as needed. Determan confirmed the list can be modified as the board desires.

K. Johnson and Koczur noted that agencies that have not signed the JPA should still be included in the conversation in case they decide to join in the future.

There was also discussion about whether Anoka County should be included on the list since they did not adopt the plan. Colleen Werdien was in favor of including Anoka County.

Greg Anderson questioned if the board was to approve a designated person from each agency or just the agency. Determan answered that each agency would designate its representative, so that way each individual would not need to be approved by the board.

8. JPE Attorney Selection

There was a proposal from a private law office to serve as the watershed's attorney. Schurbon provided more details. The attorney has experience serving other watersheds, so he is well versed in watershed law. Schurbon noted that there would be funds to pay for the attorney after the grant is executed.

Popp moved to table item until the next meeting. The item was tabled.

Discussion:

Saxton inquired why this attorney was chosen over county attorneys. Schurbon relayed that every county attorney turned the role down. G. Anderson questioned if there was a call out for a proposal and if an RFP is needed. The attorney proposal is from Schurbon directly reaching out to the attorney. Mayers will explore the legal requirements for selecting an attorney.

There was a discussion about the number of hours the attorney would be utilized. Schurbon

estimates that they will be needed more the first year and then less over the years. Janski noted the group would want an attorney they could stick with over the years. Schurbon clarified that if desired the group could change lawyers in the future.

9. Draft Bylaws Review

Determan reviewed the bylaws and their changes. The attorney group assessed the bylaws and accepted recommended changes. The attorney group advised against the executive committee that was originally included. Determan recommended that the entity's attorney look over the bylaws before the entity approves them, or else the entity can approve them now if they feel confident in them. The bylaws can also be amended in the future.

Janski sought clarification about the Chair and Vice Chair election. Determan clarified the board will not necessarily meet at the beginning of the year every year. Janski proposed language is added that Chair and Vice Chair would be elected at the first meeting of the year.

Motion by M. Wilson to approve bylaws with the amendment that the new Chair and Vice Chair shall be elected at the first Rum River Watershed Partnership Board meeting each calendar year. Koczur seconded. Affirmative: All. Opposed: None. **The Motion Carried.**

Discussion:

Janski asked for clarification on Article 3 Section 6 regarding conflict of interest, and how it would apply to a county commissioner that approved a project on land owned by the county they represent. It was determined that since the commissioner would not benefit financially, it was not a conflict of interest.

K. Johnson proposed language could be added to remove a representative from a group for reasons beyond missing multiple meetings in a row. Examples discussed included a board member publicly making statements on behalf of the board when not authorized or otherwise acting in ways contrary to board-approved decisions. Schurbon relayed the attorney group was hesitant of allowing the JPE board to remove board members, preferring instead that each Party to the JPE selects its own representatives and determines whether they should be removed. K. Johnson and Wilson expressed unease that it is possible for members to miss multiple meetings with little repercussions.

10. Initial DRAFT Annual Work Plan Review

Determan reviewed the draft annual work plan that began on page 29 of the agenda packet. There are 4 sections to the work plan based on what was called for in the comprehensive plan: Operating Budget, Partnership Funded Programs, All Funding Sources Program, and Implementation Tracking. Determan noted that staff had already reviewed the work plan, so there should be few changes going forward. Members should take time on their own to review the tables in the Partnership Funded Programs section. There will be a revised version of the Annual Work Plan at the next meeting.

Discussion

Janski questioned if the Annual Work Plan would be publicly available, and Shaw confirmed it will be.

Saxton asked if a landowner could do a project that wasn't in the plan. Determan explained that the work plan lists groups of project types, not specific projects. Additionally, the staff is developing a system to rank projects, so if a project had a high ranking but was not in the work plan the board could make an amendment to do the project. Otherwise, landowners can work exclusively with their

SWCD to implement projects.

Saxton stressed that landowners may demand the watershed work quickly to implement projects, and the entity should be prepared for that. A discussion followed about the protocols currently in place, and other members were in favor of not expediting the process for special cases. Determan clarified the plan dictates project types and priorities, and not specific projects, so after ranking there is a potentially speedy process to implement projects.

11. Consideration of board liaisons to subcommittees

The board was in favor of having liaisons attend subcommittee meetings. The liaison role will rotate in the future, but for the next few meetings, a volunteer will be chosen. Werdien volunteered to attend the next Implementation Planning Committee meeting taking place on October 17th.

12. Establish Meeting Dates, times, format, and locations for 2022

Meetings will continue to be on the fourth Thursday of the month. The start time will be moved up to 4:30 pm. There was a discussion about moving the meeting space throughout the watershed, but for the rest of the year they can be held at the Mille Lacs Courthouse.

Virtual meetings will not work due to open meeting laws. However, staff and alternates could view meetings virtually, but not participate.

13. **Next Meeting Date:**

September 22, 2022 at 4:30 pm

14. Janski called to adjourn the meeting at 6:32 pm.

| | 2022 | | | | | | | | | | | | 2023 | | |
|--|------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|--|
| | Start | End | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | |
| 1st JPE Meeting Goal: setup for the next steps | 7/28/2022 | | | | | | | | | | | | | | |
| Implementation Planning Committee Meeting (full committee) | 8/1/2022 | 8/31/2022 | | | | | | | | | | | | | |
| Solicit comments on proposed WP- done via email and conversations | | | | | | | | | | | | | | | |
| Implementation Planning Committee Meeting (voting members) | 9/19/2022 | | | | | | | | | | | | | | |
| BWSR Grants Training | | | | | | | | | | | | | | | |
| Final Work Plan Review | | | | | | | | | | | | | | | |
| 2nd JPE Meeting Goal: Approve Annual Work Plan for local board Review | 9/22/2022 | | | | | | | | | | | | | | |
| Review Draft Annual Work Plan (decision) | | | | | | | | | | | | | | | |
| Approve Budget for 2023 (MCIT, Attorney, Audits, Admin) | | | | | | | | | | | | | | | |
| Governing boards and courtesy Review (45 days per flow chart) | 9/23/2022 | 11/7/2022 | | | | | | | | | | | | | |
| Implementation Planning Committee Meeting | 10/17/2022 | | | | | | | | | | | | | | |
| Policy Package review (projects, eligibility/Ranking form, cost share) | | | | | | | | | | | | | | | |
| 3rd JPE Meeting Goal: Approve WBIF work plan for submission to BWSR | 11/30/2022 | | | | | | | | | | | | | | |
| Act on comments received (decision) | | | | | | | | | | | | | | | |
| Approve Annual Work Plan and WBIF funding | | | | | | | | | | | | | | | |
| Policy Package Reivew/Approval | | | | | | | | | | | | | | | |
| Signature Authorities (check signing and grant signing) | | | | | | | | | | | | | | | |
| Contract with Fiscal Agent (may need to wait until attorney selected) | | | | | | | | | | | | | | | |
| Funding request to BWSR | 12/1/2023 | 12/15/2023 | | | | | | | | | | | | | |
| Work Plan to BWSR | 1/1/2023 | 1/31/2023 | | | | | | | | | | | | | |

Work plan must be approved by March 2023

MEMO

Rum River Watershed Partnership Joint Powers Entity Board

Agenda Item 4: Progress report/Updates

Meeting Date: September 22, 2022

Prepared by: Staff

July 2022

July 28 RRWP Board Meeting

1st Board meeting, initial partners meeting, planning, and setting the stage for the remainder of 2022.

Accomplishments: 1st meeting, bylaws, 2022 meetings planned

August 2022

August 1-30 Administration

Outreach to potential ex-officio members of Implementation Planning Committee (per board), work plan adjustments, contact list adjustments, JPE attorney and insurance follow-up actions, policy drafting.

August 16 Implementation Planning Committee (email)

Sent email to staff and ex-officio members of Implementation Planning Committee re: FY23 Work Plan review.

Accomplishments: Updated contact list, insurance quote, review of FY23 work plan

September 2022

September 1-22 Administration

Work plan updates, operating budget discussions, Implementation Advisory Committee & RRWP Board agenda, policy drafting

September 6 Implementation Planning Committee

Deadline for FY23 work plan comments, updated work plan

September 19 Implementation Planning Committee Meeting

Final draft FY23 work plan review, BWSR financial training

September 22 RRWP Board meeting

Draft FY23 Work Plan approval, operating budget approval

Accomplishments: Work plan moved to 45-day courtesy review

MEMO

To: Rum River Watershed Partnership Board
From: Jamie Schurbon, Anoka Conservation District
Date: September 9, 2022
Re: **JPE Insurance**

I have begun the process of securing an insurance quote for the Rum River Watershed Partnership (RRWP) from the MN Counties Intergovernmental Trust (MCIT). The application process requires several board decisions which are listed below as action items.

Why MCIT?

I have only approached MCIT for an insurance quote. MCIT is the insurer for most counties & SWCDs that are Party to the RRWP. MCIT is a risk sharing pool in which members pool their funds to provide cost-effective coverage for members of the trust. Coverage is tailored to public entities. The MCIT Board of Directors, which is chaired by a Sherburne County Commissioner and includes five other county commissioners, sets rates to cover only the members' risk exposures.

Other options for insurance include the League of MN Cities and private insurers. In 2020 I did a cost comparison of MCIT and the League of MN Cities for the Upper Rum River Watershed Management Organization and found the cost difference was \$49 (2%) between MCIT and the League of MN Cities. I have not compared to private insurers but expect costs to be higher due to profit.

Other benefits of MCIT include: receive a dividend payment back at the end of many years and access to trainings and other resources.

Becoming an MCIT Member

To be considered for membership, an existing county member must provide a statement of sponsorship. Isanti County has already done this for the RRWP.

MCIT is itself a joint powers organization. To join MCIT, the RRWP would need to agree to the terms of their JPA. The JPA can be considered if a quote is secured that the RRWP wishes to accept. I do not expect the RRWP board will find the MCIT JPA to be objectionable.

Anticipated Costs

MCIT will provide a cost estimate after we submit a full application (the action items in this memo). Preliminarily, I would expect a cost around \$3,000/yr. This is based on a known cost of \$2,226 for another watershed JPE with a 12 member board. Costs are higher for larger boards.

Insurance Start Date

The RRWP cannot pay for insurance until it receives its first State grant in early 2023. Insurance is a grant-eligible expense.

MCIT Exposure Survey

I have preliminarily filled out MCIT's Exposure Survey on behalf of the RRWP. In this document you specify your coverage preferences. You've got some choices. Please review, with special attention to the following:

- **Automatically included coverages** - Most coverages including valuable papers and extra expense are part of the insurance package and cannot be selected or waived.
- **Coverage limits and deductibles** - I have selected the minimum coverage limits and/or maximum deductible. This will likely result in the lowest insurance cost, but also the least coverage. Reasoning for this is that exposure is likely small for the JPE.
- **Employee blanket bond**
 - What is it? This covers both employees (which you will have none) and board members. An example of the dishonesty coverage would be an instance of an employee appropriating funds for themselves. An example of the faithful performance of duties coverage is if the board was subject to a complaint from a party that their project hadn't received due process consideration for funding, particularly if another project was funded instead and no funding remained.
 - What are the limits and costs? The minimum limit is \$5,000. On the form I input "please provide rates so the RRWP can decide." Once the exposure survey is done, underwriting will provide bond contribution estimates for limits up to \$50K.
- **Coverages the RRWP doesn't need** – The exposure form indicates that the RRWP has no employees, cars, or property. Their underwriting team will take this into consideration.
- **Workers compensation coverage**, which includes coverage for board members, is priced per person. It would cover, for example, if a board member was injured while going to or attending a meeting. Cost is \$58 per member x 14 members = \$812/yr.

Taxpayer Identification Number (TIN)

Note that MCIT requires a TIN for the RRWP if (and only if) you select workers compensation coverage. This may be a consideration regarding whether to accept that coverage.

The type of TIN would likely be an Employer Identification Number (EIN). The Anoka County Attorney Office, Risk Management, and Financial Officer provided me with guidance on this topic. They felt that it is best that a joint powers entity like the RRWP NOT have an EIN. The reason is that the RRWP will not have employees and not having an EIN makes it all the more clear that any employees are employees of the Parties to the RRWP.

An EIN might also be needed for state grant receipt (awaiting an answer from BWSR) or opening a bank account. At this time it is planned that the RRWP will be a grant recipient but the Anoka Conservation District will serve as Fiscal Agent. Therefore, at least for now, the RRWP may not need an EIN.

Action Items

1. **Exposure Survey** – Discuss any revisions wanted. Chair to sign.
2. **Workers Compensation Coverage** – Decide to waive or not waive. A resolution for each option is enclosed. Cost of approx \$812/yr if not waived.

Next Steps

At the next RRWP Board meeting I expect to have Coverage Summary and Cost Estimate from MCIT for your consideration. If you accept it, the board will need to provide a letter accepting this coverage and sign the MCIT joint powers agreement.

Workers Compensation Resolutions

Each of the below resolutions will be available at the meeting

Option #1:

RESOLUTION

To Not Waive Workers Compensation Insurance

The Board for the Rum River Watershed Partnership does hereby resolve that, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of Rum River Watershed Partnership who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall be included within the definition of “employee” as that term is defined in Minn. Stat. §176.011, subd. 9 for purposes of coverage under the Workers’ Compensation Laws of the State of Minnesota.

Adopted this 22nd day of September, 2022

Jake Janski
Chair, Rum River Watershed Partnership

Option #2:

RESOLUTION

To Waive Workers Compensation Insurance

The Board for the Rum River Watershed Partnership does hereby resolve that, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of Rum River Watershed Partnership who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall not be included within the definition of “employee” as that term is defined in Minn. Stat. §176.0121, subd. 9 for purposes of coverage under the Workers Compensation Laws of the State of Minnesota.

Adopted this 22nd day of September, 2022

Jake Janski
Chair, Rum River Watershed Partnership



Minnesota Counties Intergovernmental Trust

General Exposure Survey

General Information:

| | | |
|--|--|-----------------------|
| Name of Entity: Rum River Watershed Partnership | | |
| Mailing Address: 110 Buchanan Street North Cambridge, MN 55008 | Contact Person: Tiffany Determan | Title: Coordinator |
| | Phone #: 763-689-3271 | Fax #: |
| | E-mail Address: tiffany.determan@mn.nacdnet.net | |

Is your entity eligible for the protections identified in Minnesota Statute, Chapter §466?: Yes No

Is your entity organized as a:

- | | |
|---|--|
| <input type="checkbox"/> Public Authority | <input checked="" type="checkbox"/> Joint Powers Board or Organization |
| <input type="checkbox"/> Public Corporation | <input type="checkbox"/> Public Library or Library System |
| <input type="checkbox"/> Special District | <input type="checkbox"/> Other Political Subdivision, (describe below) |

Cite statute formed under:

Choose one that best describes your operation:

- | | | |
|--|--|---|
| <input type="checkbox"/> Community Health Services | <input type="checkbox"/> Human Services | <input type="checkbox"/> Soil & Water Conservation District |
| <input type="checkbox"/> Computer Cooperative | <input type="checkbox"/> Historical Society | <input type="checkbox"/> Solid Waste Commission |
| <input type="checkbox"/> County-Based Purchasing | <input type="checkbox"/> Lake Improvement District | <input type="checkbox"/> Transit Board |
| <input type="checkbox"/> Dispatch/911 Services | <input type="checkbox"/> Library | <input type="checkbox"/> Watershed District |
| <input type="checkbox"/> Drug Task Force | <input type="checkbox"/> Regional Rail Authority | <input checked="" type="checkbox"/> Other (describe below) |
| <input type="checkbox"/> Emergency Medical Service (EMS) | <input type="checkbox"/> Sewer & Water District | MN Statute 471.59 |

Describe operations/activities:

We are a joint powers organization of counties, soil and water conservation districts, watershed organizations, and the Mille Lacs Band of Ojibwe. Our purpose is to implement the state-approved and locally adopted Rum River Comprehensive Watershed Management Plan. That plan includes improvements to natural resources.

List source(s) of funding:

State Watershed Based Implementation Funding grants.
Other grants that may be secured from time to time.

Participating counties/entities:

Isanti SWCD, Isanti Co, Mille Lacs SWCD,
Anoka Conservation District, Sherburne SWCD,
Sherburne Co, Aitkin SWCD, Benton SWCD,
Benton Co, Morrison SWCD, Morrison Co,
Kanabec Co

Other eligible parties may choose to join in the future

- *Attach a copy of your organizational documents i.e., Joint Powers Agreement, Articles of Incorporation, Bylaws, Board Resolution, etc.*

Current/Prior Insurance Company Information (including Boiler & Machinery Coverage):

| Insurance Company | Line of Coverage | Expiration Date |
|--|------------------|-----------------|
| None, our organization was just formed | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

▶ Attach a list of all losses during the last 5 years, whether or not they were covered by insurance. For losses covered by insurance, printed loss runs furnished by the insurance company(ies) are required. The losses should be grouped by type of loss (all property losses together, all automobile losses together, etc). Be sure to include Boiler & Machinery losses. At a minimum, the data for each loss must include the date of loss, type of loss (property, automobile, etc.), total dollar amount of the loss, by brief description of the incident and, if the loss was covered by insurance, the name of the insurance company. In the case of no prior losses provide verification of such from your insurance company(ies).

Premises Information:

| Loc. # | Street, City, County, State, Zip+4 | Occupied as (i.e. Office, Warehouse, Unoccupied) | Coverage Limits Desired (Replacement Cost) |
|--------|---|--|---|
| | Our organization does not have an office or other real property | | Building \$ _____ Contents \$ _____ Property in the Open \$ _____ (i.e. fences, signs, flag poles) |
| | | | Building \$ _____ Contents \$ _____ Property in the Open \$ _____ (i.e. fences, signs, flag poles) |
| | | | Building \$ _____ Contents \$ _____ Property in the Open \$ _____ (i.e. fences, signs, flag poles) |

Desired Deductible: \$500 \$1,000 \$2,500
 \$5,000 \$10,000 Other (specify): \$ Max allowed for included coverage

▶ If additional locations are required, attach a sheet showing the same information for each additional location.

Other Property (Inland Marine):

| Property Type: None | Coverage Limit |
|---|----------------------------|
| Mobile Equipment (Not Licensed for Road Use - i.e. Riding Lawn Mowers, Tractors): | \$ _____ Actual Cash Value |
| Miscellaneous Property (i.e. Radio Equipment, Boats/Motors, ATVs, etc.): | \$ _____ Actual Cash Value |
| Computer Equipment/Software/Data (Laptops, Printers, Monitors, Servers, etc.): | \$ _____ Replacement Cost |

Desired Deductible: \$500 \$1,000 \$2,500
 \$5,000 \$10,000 Other (specify): \$ Max allowed for included coverage

▶ Attach a list that includes a description of each item and its:
 1.) Actual Cash Value (Depreciated Value) for Mobile Equipment and Miscellaneous Property or
 2.) Replacement Cost Value for Computer Equipment/Software/Data.

Valuable Papers and Records Coverage:

| | | | | | |
|----------------|---|-----------------------------------|------------------------------------|------------------------------------|---|
| Desired Limit: | <input checked="" type="checkbox"/> \$5,000 | <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$25,000 | <input type="checkbox"/> Other (specify): |
| | <input type="checkbox"/> \$30,000 | <input type="checkbox"/> \$50,000 | <input type="checkbox"/> \$100,000 | <input type="checkbox"/> \$200,000 | \$ _____ |

Extra Expense Coverage:

| | | | | |
|---|-----------------------------------|------------------------------------|------------------------------------|---|
| Desired Limit: | | | | |
| <input checked="" type="checkbox"/> \$5,000 | <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$25,000 | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> \$30,000 | <input type="checkbox"/> \$50,000 | <input type="checkbox"/> \$100,000 | <input type="checkbox"/> \$200,000 | \$ _____ |

Alternative/Supplemental Energy:

| | | |
|---|------------------------------|--|
| Do you own or operate green, alternative, or supplemental energy systems? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If yes, please describe: | | |
| _____ | | |
| _____ | | |

Automobile:

| | | | |
|--|------------------------------|--|--------------------------------------|
| Owned or Leased* Vehicles: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | *Long-term Lease (more than 30 days) |
| ▶ If yes, complete Scheduled Vehicles section. | | | |

Scheduled Vehicles:

| Complete Description Auto Year/Make/Model | Desired Physical Damage Coverage (X - Please) | | V.I.N. | Dollar Value (Cost New) | Department (if applicable) |
|--|---|------|--------|----------------------------|-------------------------------|
| | Comp | Coll | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Additional Comments:

▶ If additional vehicles are required, attach a sheet showing the same information for each additional vehicle.

| | | | | |
|--|--|--|--|--|
| Select Desired Deductible (Comp/Coll): | | | | |
| <input type="checkbox"/> \$100/\$250 | <input type="checkbox"/> \$100/\$500 | <input type="checkbox"/> \$250/\$500 | <input type="checkbox"/> \$100/\$1,000 | |
| <input type="checkbox"/> \$250/\$1,000 | <input type="checkbox"/> \$500/\$1,000 | <input type="checkbox"/> \$500/\$2,500 | | |

Workers' Compensation:

| Current Experience Modification Factor (if applicable): | | | |
|---|---------------------|----------------|---|
| Job Position | Classification Code | Annual Payroll | Duties/Job Functions |
| JPE Board members | | \$0 | Appointed officials by member organizations that make policy and operational decisions for the JPE. |
| | | | |
| | | | |
| | | | |

▶ If additional positions are required, attach a sheet showing the same information for each additional position.

▶ Include only employees of your entity, do not include independent contractors.

▶ Annual Payroll must include holiday, vacation, and sick pay in addition to gross wages.

▶ If you elect to cover your Directors/Board Members for Workers' Compensation, include amounts paid to each. Contribution will be based on each Board Member's actual payroll or a minimum weekly wage of \$448, whichever is greater.

General Liability and Public Employees Liability:

| | |
|--|--|
| Number of Board members with voting power: | Number of volunteers (do not include in employee count): 0 |
| Employees (include only those employed by your entity) | Number of licensed or certified professionals (included in employee count) employed by your entity i.e. engineers, attorneys, nurses, and psychologists: 0 |
| Full Time: 0 (over 32 hours per week) | |
| Part Time: 0 (32 hours or less per week) | |
| Seasonal: 0 | |
| Total Employees: 0 | |

Budget Worksheet:

▶ Attach a copy of both your current and your most recent prior year Budget showing all revenue and expenditures for a 12-month period.

| | |
|--|--------|
| 1 Total Expenditures for Current Operating Year: | \$ 0 * |
| <i>*Must match total expenditures shown on attached budget</i> | |
| 2 Total Pass-Thru Funds: | -\$ 0 |
| <i>Funds that are included in total expenditures but are disbursed to clients or vendors with no direct service carried out by your entity or independent contractors working for your entity.</i> | |
| Describe and indicate an amount for each: _____ | |
| In the coming year (our first year of operation) we expect _____ | |
| that all funds we receive will be pass-thru, insurance, attorney _____ | |
| fees, and fees for services paid to our Coordinator (Isanti SWCD) _____ | |
| _____ | |

3 Total Expenditures paid to Outside Vendors and/or Independent Contractors for Services carried out on behalf of your entity:

-\$ 0

Examples: legal, auditing, accounting, consultants, plowing, construction for which the vendor's coverage is assumed to be primary, Wrap Around Expenditures, LCTS Monies.

Describe and indicate an amount for each: _____

Estimated that next year, our first year of operation, these fees will total \$50,000 paid for insurance, attorney, and fees for services paid to our Coordinator (Isanti SWCD) and Fiscal Agent (Anoka Conservation District).

4 Balance: Line 1 - 2 - 3 = 4 (*Balance*)
Funds expended by your entity for direct services and operational or administrative costs.

= \$ 0

Does your entity receive revenue for contracted services performed for others?
(i.e. equipment rental, tree planting for others, maintenance services for others, etc.)

[] Yes [X] No

If yes, describe and provide total revenue received for each service:

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Employee Dishonesty Blanket Bond:

► *Provided for all MCIT members. Complete the attached Employee Blanket Bond Application and specify desired limit.*



Minnesota Counties Intergovernmental Trust

100 Empire Drive
Suite 100
St. Paul, MN 55103-1885

651.209.6400
866.547.6516
Fax: 651.209.6495

Employee Blanket Bond Application

Name: Rum River Watershed Partnership
Use complete name as it will appear on the document

Address: 110 Buchanan Street N Cambridge, MN 55008

Coverage Limit

| | | |
|---|---|---|
| Blanket Employee Dishonesty Coverage w/Faithful Performance of Duty Coverage, Per Employee Limit | | Specify Limit Desired: |
| Minimum Limit: | \$5,000 | \$ Please provide rates so we can decide |
| | OR | Optional Quote(s): |
| Optional Higher Limits: | \$10,000, \$25,000, \$50,000 \$75,000 or \$100,000 (maximum) | \$ _____ Limit |
| | | \$ _____ Limit |

* Additional Coverage available for specific positions - see Excess Coverage on Specific Positions section below.

Total Number of Employees, including Treasurer, Board Members & Elected Officials:

Loss and Underwriting Section

Any losses in the past 3 years? Yes _____ No X
If yes, attach a separate sheet with explanation and details.

Countersignature of checks required? Yes X No _____
If no, explain: _____

Does someone not authorized to deposit or withdraw reconcile bank accounts? Yes _____ No X
If no, explain: Our organization does not currently have a bank account, but may in the future. Bylaws require two check signers. The Fiscal Agent for our organization's only funding source (State WBIF grant) is the Anoka Conservation District. They receive funds, issues payments, require dual check signers and are audited regularly.

Date of last Audit: _____ Audit completed by: _____

Excess Coverage on Specific Positions

| Position | No. of Employees Holding this Position | Specify Excess Amount Desired | If desired Excess Amount is greater than \$100,000, show names, addresses & Social Security numbers of position holders. |
|----------|--|-------------------------------|--|
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |

Optional Coverage Desired: Forgery Coverage: Limit \$ _____

Credit Card: # 0 of Cardholders Limit \$ _____

Completed by: Jamie Schurbon (Title) Fiscal Agent (Date) 16-Aug-22

General Exposure Questionnaire

► Provide a response to all questions.

Recreational Facilities:

| | |
|---|---|
| Does your entity own or operate any: | |
| Designated Swimming Beaches? [] Yes [X] No If yes, number of beaches: _____ | Swimming Pools? [] Yes [X] No If yes, Number of pools: _____ |
| Overnight Campgrounds? [] Yes [X] No If yes, number of campgrounds: _____ If yes, days in camping season: _____ <i>Days in camping season is the number of campgrounds you operate multiplied by the number of days in the year the campgrounds are open.</i> | Indoor Ice Rinks? [] Yes [X] No If yes, receipts for prior 12 month period for: Open Skating: \$ _____ Leased Skating: \$ _____ Dry Ice: \$ _____ Curling: \$ _____ |
| Outdoor Ice Rinks? [] Yes [X] No If yes, number of Ice Rinks: _____ | Roller Rinks? [] Yes [X] No If yes, receipts for prior 12 month period: \$ _____ |
| Golf Courses? [] Yes [X] No If yes, receipts for prior 12 month period: \$ _____ If yes, number of golf carts: _____ | Boat Landings? [] Yes [X] No If yes, number of landings: _____ |
| Ski Hills? [] Yes [X] No If yes, receipts for prior 12 month period: \$ _____ | Boat Rental Facilities? [] Yes [X] No If yes, boat rental receipts for prior 12 month period: \$ _____ |

Parks, Rest Areas, Picnic Areas, and Waterfront Property:

| | | |
|--|------------------|-------------------|
| Does your entity own or maintain any parks, rest areas, or picnic areas? [] Yes [X] No | | |
| If yes, complete the following: | | |
| Name of park, rest area or picnic area: | Developed* Acres | Undeveloped Acres |
| | | |
| | | |
| | | |
| | | |
| | | |
| Does your entity own or lease any waterfront property? [] Yes [X] No | | |
| If yes please provide: | | |
| Developed* linear feet of waterfront property: _____ | | |
| Undeveloped linear feet of waterfront property: _____ | | |
| <i>*Developed property has not been left in a totally natural state. This includes property where the grass is cut regularly. Do not include trails. Round to the nearest acre or linear foot.</i> | | |
| Does your organization perform any herbicide or pesticide spraying? [] Yes [X] No | | |
| If yes, number of miles sprayed annually: _____ | | |

Rented/Leased Property:

| | |
|---|-------|
| Is any owned property rented or leased to others for residential, commercial or industrial ventures? [] Yes [X] No | |
| If yes, please provide square footage of: | |
| Space leased/rented to others for residential purposes: | _____ |
| Space leased/rented to others for business office purposes: | _____ |
| Space leased/rented to others for other commercial/industrial purposes: | _____ |

Please provide a brief description of each leased/rented property:

Day Care Operations:
 Does your entity operate a day care? [] Yes [X] No

Special Events:
[] Yes [X] No
 Does your entity hold Special Events that attract 100+ persons at a time for which admission is charged?
 If yes, complete the following section:

| Special events sponsored by your organization on or off your premises: | | |
|--|----------------------|----------------|
| Name of Event/Describe Activity | Estimated Attendance | Number of Days |
| | | |
| | | |
| | | |
| Special Events held by an outside group on your organization's premises | | |
| Name of Event/Describe Activity | Estimated Attendance | Number of Days |
| | | |
| | | |
| | | |

► For additional events attach a list that shows the same for each event.

Medical Services:

Do you operate a medical clinic other than WIC or immunizations? [] Yes [X] No
 If yes, describe:

Do you employ physicians? [] Yes [X] No
 If yes, name of medical malpractice insurance carrier of physician(s):

Does your organization operate an ambulance service? [] Yes [X] No
 If yes how many Emergency runs in the last 12 months:

Does your organization use any Emergency Medical Technicians? [] Yes [X] No
 If yes, please provide:
 Number of licensed volunteer EMTs: _____
 Number of volunteers other than licensed EMTs: _____
 Number of Paramedics: _____

Railroad Authority:

If your entity is a Railroad Authority: Does your entity operate a railroad? [] Yes [X] No
 If yes, explain extent of operations:

If no, who operates railroad?:

Soil & Water Conservation District or Technical Service Area:

| | |
|--|----------------|
| Does your entity prepare plans or design projects? <i>(i.e. manure management, erosion control, shoreline stabilization)</i> | [] Yes [X] No |
| If yes, describe: <u>Our organization has subcontracts with member Parties who will prepare plans and</u> <u>design projects.</u> | |

Solid Waste Commission:

| | |
|--|----------------|
| Do you operate as a Solid Waste Commission? | [] Yes [X] No |
| If yes, number of sites owned, leased, or managed: | |
| Landfills (open only): _____ | |
| Compost Facilities: _____ | |
| Recycling Facilities: _____ | |
| Household Hazardous Waste Facilities: _____ | |
| Other: _____ <i>Describe Other:</i> | |

Additional Comments:

Signature and Title of Authorized Representative

Date

MEMO

To: Rum River Watershed Partnership Board
From: Jamie Schurbon, Anoka Conservation District
Date: September 14, 2022
Re: JPE Attorney

Background

An attorney is needed to represent the JPE. The Sherburne County Attorney convened and facilitated an attorney group through the watershed planning process. No attorneys for the JPE members have indicated they would be willing to represent the Partnership going forward. I have approached three private firms, each with expertise in watershed management.

Expected Attorney Tasks

Attorney workload would be perhaps 10-20 hours in the first six months and only occasional hours thereafter. Primary tasks will be reviewing/editing template contracts. Contracts will include (a) sub-agreements from the joint powers entity down to member parties for implementation of grant projects and (b) landowner agreements for project installations.

Summary of Attorney Options

| | Kennedy and Graven | Smith Partners | Rinke Noonan* | A local Party's attorney** |
|-------------------------------------|------------------------------------|--|---|-----------------------------------|
| Primary attorney | Troy Gilchrist | Louis Smith | John Kolb Hannah Schacherl | |
| Rate | \$210/hr through end of 2023 | Louis Smith \$275 in 2022 \$285 in 2023 All other attorneys \$259 in 2022 \$269 in 2023 | John Kolb \$360 in 2022 ~\$378 in 2023 Hannah Schacherl \$225 in 2022 ~\$236 in 2023 | |
| Watershed experience | Represents 7 watershed orgs. | Represents 11 watershed orgs. | Work on 4 1W1P partnerships | |
| Legal services contract | Enclosed | Template enclosed | Does not require contract. Relationship can be terminated at any time. | |
| Proposal with qualifications | Enclosed | Enclosed | Enclosed | |

*Rinke Noonan to be provided when available.

**Attorney's from parties to the Rum River Watershed Partnership were asked if they would be willing to represent the JPE. None have replied 'yes.' At the July Rum Watershed Partnership Board meeting, several board members indicated they would speak with their attorneys again.

Timeline Considerations

The Partnership will not have grant funds from which to pay an attorney until early 2023, and then cannot pay for any services provided before grant execution.

Recommended Motion

Accept the legal services quote from _____ and authorize the Chair to execute a contract for services beginning no sooner than the date of the Partnership's WBIF grant agreement execution. Authorize the Coordinator and Fiscal Agent to direct attorney work not to exceed the dollar amount approved in the Partnership's annual work plan.



Offices in 150 South Fifth Street
Suite 700
Minneapolis Minneapolis, MN 55402
(612) 337-9300 telephone
Saint Paul (612) 337-9310 fax
www.kennedy-graven.com
St. Cloud Affirmative Action, Equal Opportunity Employer

TROY J. GILCHRIST
Attorney at Law
Direct Dial (612) 337-9214
Email: tgilchrist@kennedy-graven.com

June 22, 2022

Jamie Schurbon
Anoka Conservation District

VIA EMAIL

RE: Proposal to Provide Legal Services to the Rum River Watershed Partnership

Dear Jamie:

We were asked to submit a proposal to serve as legal counsel the Rum River Watershed Partnership (“Partnership”) various communities are working to form. We are please to submit this proposal to provide civil legal services as the Partnership may request. We serve that role for a large number of local units of government in the state and would be happy to offer those services to the Partnership as well.

I. Kennedy & Graven, Chartered Qualifications

Kennedy & Graven has made a commitment to the representation of public bodies as a mainstay of its practice. We currently serve as city attorney for civil matters for approximately 50 cities across the State of Minnesota. We also represent a large number of housing and redevelopment authorities, economic development authorities, port authorities, charter commissions, towns, joint powers organizations, school districts, and other special purpose political subdivisions as general counsel. We also represent the following water management organizations: Mississippi Watershed Management Organization, Lower Rum River Watershed Management Organization, Bassett Creek Watershed Management Commission, Shingle Creek Watershed Management Commission, Middle St. Croix Watershed Management Organization, Vadnais Lakes Area Watershed Management Organization, and West Mississippi Watershed Management Commission.

Over the years we have developed considerable experience in nearly all the legal issues faced by local government units. We take pride in the firm’s broad understanding of the legal, economic, and political environment facing the public sector in Minnesota. We would be pleased to assist the Partnership with its legal needs.

II. Project Team Qualifications

We propose Troy Gilchrist to be primarily responsible for the work for the Partnership. Troy has worked exclusively with local governments since 1992. He is currently the city attorney for the cities of Crystal, White Bear Lake, Mound, Rice, Biscay, and Watson. He has also provided services to others cities as special counsel or at the request of the League of Minnesota Cities, has provided services to more than 360 towns across the state, and represents a number of joint powers entities and special purpose local government entities. Troy represents the Lake Minnetonka Conservation District and all of the water management organizations listed above, except Bassett Creek Watershed Management Commission, which he transferred to David Anderson in the firm a few years ago.

We also propose Dave Anderson and Sam Ketchum to assist with providing services to the partnership. David is a shareholder with the firm and has practiced since 2012. He represents Bassett Creek Watershed Management Commission and is the city attorney in Carver, Clearwater, Franklin, Holdingford, Maple Lake, Nevis and Wahkon. He previously served a prosecutor with the Sherburne County Attorney's Office. Sam is an associate who has practiced since 2017 and has a particular interest in environmental law.

In addition to Troy, Dave, and Sam, the Partnership would have access to the 31 other attorneys in the firm to provide services as needed. We take a team approach and tap into the expertise of specific attorneys within the firm to provide the most cost efficient and effective services on a given issue.

III. Rates

Our hourly rate is \$210, which is billed in 1/10th of an hour increments. We also bill for hard costs such as postage, copies, and mileage if we ever need to attend a meeting.

IV. Potential Conflicts

We currently represent the Lower Rum River Watershed Management Organization. That organization has expressed support for our representation of the Partnership. The Partnership Board would obviously also need to consent to the representation since it is anticipated the WMO will be part of the Partnership. If selected, we would ask both the Lower Rum River WMO commission and the Partnership board to each pass resolutions consenting to the representation of both entities.

V. Insurance

The firm maintains coverage in the amount of \$5,000,000 for professional liability and in excess of that amount (including umbrella coverage) for general commercial liability.

Jamie Schurbon
June 29, 2022
Page 3 of 3

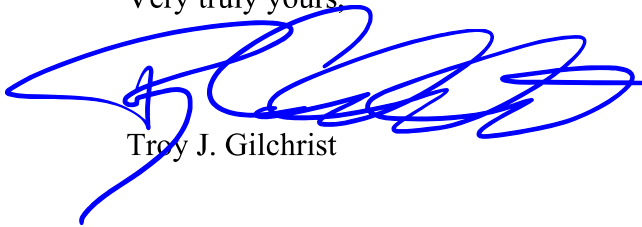
VI. Conclusion

If we can provide you with any additional information that would be helpful to you in selecting legal counsel, please do not hesitate to give me a call.

We believe that Kennedy & Graven is uniquely suited to provide legal services to the Partnership. We know of no other firm that has the depth and breadth of experience in representing local government units in Minnesota, and we pride ourselves in providing quality service to our public clients.

At Kennedy & Graven, our commitment to representing local government units represents not only an interest in such work but a firm belief that the work of local government is important. We would very much appreciate being given the opportunity to serve as legal counsel to the Partnership.

Very truly yours,



Troy J. Gilchrist

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“**Agreement**”) is entered into by and between the Rum River Watershed Partnership, a Minnesota joint powers organization, (“**Partnership**”) and the law firm of Kennedy & Graven, Chartered, 150 S. 5th St Suite 700, Minneapolis, MN 55402 (“**Attorney**”). In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Appointment. The Partnership hereby appoints Kennedy & Graven, Chartered, with Troy Gilchrist of that firm serving as primary legal counsel, to serve as the Attorney for the Partnership to provide it civil legal services in accordance with the terms and conditions of this Agreement.
2. Legal Services. The Attorney agrees to provide civil legal services to the Partnership on an as-needed basis and then only upon the request of the Partnership. Legal services shall be provided at an hourly rate, with time kept in 1/10th of an hour increments. The Attorney is responsible for providing the Partnership with a detailed monthly invoice that describes the services provided, the time associated with those services, and any expenses charged during the billing period.
3. Compensation. The Partnership agrees to pay the Attorney at a rate of \$210 an hour for 2022 and 2023. The hourly rate for paralegals during the same period shall be \$110. The rates for 2024 and beyond are subject to annual increases, not to exceed 5%, as determined by the Attorney as part of its annual rate setting process. If the Partnership requests litigation, property acquisition, or bonding services, a different rate shall apply and will be communicated to the Partnership before any such services are provided. The Partnership will also reimburse the Attorney for its actual expenses such as postage, delivery services, filing fees, and mileage to attend meetings (if requested) at the then current IRS rate.
4. Term. This Agreement is effective as of the date of the last party to execute it and it shall have an initial term of two years. This Agreement shall automatically renew for subsequent two-year terms until it is terminated as provided herein.
5. Termination. Either party may terminate this Agreement for any reason upon providing the other party at least 30 days written notice of termination.
6. Miscellaneous.
 - (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the provision of legal services and supersedes any other written or oral agreements between the parties regarding such services. This Agreement may only be modified in writing, which must be signed by both parties.
 - (b) Conflict of Interest. The Attorney shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the Partnership. It is the intent of the Attorney to refrain from handling legal matters for any other person or entity that may pose a conflict of interest. The Partnership

understand the Attorney represents the Lower Rum River Watershed Management Commission and consents to that continued representation. In the event of a conflict, the Attorney, with the consent of the Partnership, shall arrange for suitable alternative legal representation.

- (c) Not Assignable. The rights and obligations created by this Agreement may not be assigned by either party.
- (d) Not Exclusive. The Partnership retains the right to hire other legal representation for specific legal matters as it determines is needed.
- (e) Independent Contractor. All services provided by the Attorney pursuant to this Agreement shall be provided by the Attorney as an independent contractor and not as an employee of the Partnership, or any of its members, for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, or eligibility for employee benefits.
- (f) Work Products. All records, information, materials and other work products prepared and developed in connection with the provision of legal services pursuant to this Agreement shall become the property of the Partnership and shall be provided to the Partnership upon request.
- (g) Insurance. The Attorney shall maintain general liability insurance, workers' compensation insurance, and professional liability (malpractice) insurance in the minimum amount of \$3,000,000.
- (h) Data Practices Act. The Attorney shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, related to the services provided under this Agreement.
- (i) Non-Discrimination. Attorney will comply with all applicable federal and state laws, rules and regulations related to civil and human rights and will not discriminate against any employee or applicant for employment because of race, creed, color, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status, or status with respect to public assistance.
- (j) State Law. This Agreement shall be subject to Minnesota law and each party agrees to comply with all applicable laws in carrying out their respective obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and is effective as of the date of the last party to execute it.

RUM RIVER WATERSHED
PARTNERSHIP

KENNEDY & GRAVEN, CHARTERED

By: _____
Its Chair

Troy Gilchrist, President

Date: _____

Date: _____



STATEMENT OF QUALIFICATIONS FOR LEGAL SERVICES

to the

**RUM RIVER
WATERSHED PARTNERSHIP**

September 13, 2022



250 Marquette Avenue South

Suite 250

Minneapolis, MN 55401

(612) 344-1400 Office

www.smithpartners.com



STATEMENT OF QUALIFICATIONS

Summary of Experience

Smith Partners serves as legal counsel for the Minnehaha Creek, Rice Creek, Brown’s Creek, Nine Mile Creek, Riley Purgatory Bluff Creek, Comfort Lake – Forest Lake, Prior Lake – Spring Lake, Clearwater River, Heron Lake and Roseau River Watershed Districts and the Red River Watershed Management Board. We have provided water resources counsel to public bodies including the Legislative Citizens Commission on Minnesota Resources, the Board of Water and Soil Resources, the Mississippi Watershed Management Organization, the Minnesota Association of Watershed Districts and other watershed districts and municipalities. Smith Partners’ attorneys bring more than 60 years of combined experience in water resources law that includes an intimate knowledge of Minnesota watershed statutes, agency rules, and local rules and ordinances. Through our general counsel role we are carefully versed in legal requirements and best practices for metropolitan watershed districts in matters of governance, administration, planning and financial management.

Our watershed experience includes:

- We advise several watershed district clients concerning their participation in 1W1P partnerships. In that role we have participated in developing cooperative and joint powers agreements for both planning and implementation, and are familiar with both the statutory framework of the 1W1P program and the evolving BWSR policy and guidance materials for the program. Separately, we provide counsel to our metropolitan watershed districts on the watershed-based implementation funding program and its relation to 1W1P;
- We regularly prepare grant agreements for watershed district cost share programs, cooperative agreements for watershed partnership projects, and agreements to acquire necessary property rights for watershed projects;
- Counsel for four generations of water resource management planning, with special focus on integrated land use and natural resources planning, and public private partnerships to create shared value by protecting and improving natural systems; making wise, collaborative investments in public infrastructure; and building sustainable communities;
- A careful understanding of roles and relations among watershed management organizations and other local units of government and strong, effective working relationships with key agency personnel in federal and state agencies;
- Project leader and principal author of a BWSR/MPCA – funded study to coordinate municipal and watershed stormwater management programs; Counsel to BWSR on implementation of the Buffer Law;

- Author of an evaluation of Minnesota drainage laws and policy recommendations to better coordinate drainage, wetlands management and water quality for the Legislative Citizens Commission on Minnesota Resources;
- Policy analysis and drafting of water resources legislation, with central involvement in watershed legislative issues for the past 30 years;
- Extensive experience in developing and drafting water resource protection rules for development in areas including erosion control, stormwater management, floodplain preservation, groundwater protection, shoreline alteration, dredging, structures in water bodies, stream and lake buffers, and wetland management;
- Expertise in regulatory program support including compliance and enforcement programs;
- Pioneered use of areawide resource management plans to integrate drainage system and wetland management and assisted in fostering parallel U.S. Army Corps of Engineers regulatory practices;
- Extensive experience in capital project development and support including permitting and environmental review, easement acquisition, contract drafting and procurement, insurance and bonding issues and construction management;
- Expertise in conservation land rights acquisition and conservation land management;
- Counsel for major lake, stream and wetland restoration projects, including the largest urban lake restoration project in the United States, involving complex multi-partner negotiations, development of cooperative agreements to structure relationships with stakeholders and partners, land rights acquisition, consultation through environmental review and federal and state agency permitting;
- Overwhelming success in water resources litigation in administrative and judicial proceedings;
- Publishers of *WaterLaws.com*, an electronic journal of watershed law and policy;
- Authors of the *Watershed Rulemaking Handbook*, published by the Minnesota Association of Watershed Districts; and
- Frequent presenters on water resource law and watershed district administration at legal and technical conferences.

Smith Partners PLLP Attorneys

Louis N. Smith, *Partner*, has practiced water resources law for thirty-five years, representing watershed districts and other clients across the state of Minnesota. Mr. Smith published the *Watershed Rulemaking Handbook* for the Minnesota Association of Watershed Districts. He counseled the Minnehaha Creek Watershed District in structuring the Minneapolis Chain of Lakes Clean Water Partnership, the largest urban lake restoration project in the United States and recipient of five environmental awards, including the CF Industries National Watershed Award and the Minnesota Governor's Award for Excellence in Pollution Prevention. He counseled the

Brown's Creek Watershed District through the development and construction of a major flood mitigation and trout stream protection project and adoption of comprehensive rules. He counseled the Rice Creek Watershed District through the adoption of one of the State's first Comprehensive Wetland Protection and Management Plans, and also serves as legal counsel for the Riley Purgatory Bluff Creek Watershed District and the Red River Watershed Management Board. Mr. Smith teaches Water Law at the University of Minnesota Law School.

Mr. Smith has broad experience in structuring public-private partnerships and providing strategic counsel to clients confronting a wide array of public policy challenges. In 1991-92, Mr. Smith served as Deputy Hennepin County Attorney, where he was second in command of an office of 125 attorneys responsible for felony prosecution and civil representation of Hennepin County. Mr. Smith lectures and writes frequently on a broad range of topics relating to water resources, land use, and government litigation. Since 1994, the Minnesota Guidebook for Law and Leading Attorneys has named him as one of the leading attorneys in Minnesota specializing in urban and local government, and as a "Super Lawyer" by Law & Politics magazine. Since 1995, he has received the Martindale-Hubbell "AV" rating, the highest rating members of the bar bestow upon a small percentage of their peers. Mr. Smith is past Chair of the Rivers Council of Minnesota Board of Directors, and was appointed by Governor Tim Pawlenty to the Clean Water Council in 2007, reappointed by Governor Mark Dayton in 2011, and served as the Council's first Chair.

Mr. Smith graduated *magna cum laude* and Phi Beta Kappa in 1979 from St. Olaf College, and graduated *cum laude* in 1983 from the University of Minnesota Law School, where he was an associate editor of the *Minnesota Law Review*. He was a law clerk to the Honorable Gerald W. Heaney, United States Court of Appeals for the Eighth Circuit.

Charles Holtman, *Partner*, represents watershed districts and other public and private clients in water and land use matters. He provides general counsel to the Minnehaha Creek, Brown's Creek, Comfort Lake-Forest Lake and Prior Lake-Spring Lake Watershed Districts, and has advised those clients in the development and drafting of second-, third-, and fourth-generation water resource management plans. His work also includes substantial involvement in rule drafting and rulemaking proceedings, and in his clients' planning, budgeting and administration of water resource management programs.

Mr. Holtman provides legal counsel for development and construction of water resource capital projects including stormwater conveyance and treatment systems; wetland, lake and stream restorations; drainage system maintenance; fish control structures and basin outlets. He has extensive experience in drafting procurement documents, contracts, agreements and land rights conveyances among public and private entities for capital projects; permitting and compliance inspection programs; and watershed program implementation under metropolitan watershed laws. Mr. Holtman's water resources practice also includes representation of public bodies in regulatory enforcement, eminent domain and agricultural drainage litigation.

From 1986 to 1992, Mr. Holtman served as an assistant attorney general for the State of New Hampshire, where he was chief counsel to state wetlands, water resource and groundwater protection agencies. From 1993 to 1995, he was counsel to the assistant administrator for hazardous materials transportation at the U.S. Department of Transportation.

Mr. Holtman received B.S. and M.S. degrees in Chemical Engineering in 1979 from the Massachusetts Institute of Technology and a J.D. in 1986 from the University of Virginia School of Law, where he was Executive Editor of the Virginia Journal of Natural Resources Law. Mr. Holtman also holds a Masters' Degree in Public Affairs from the University of Minnesota's

Hubert H. Humphrey Institute, with a concentration in the administration of public resource protection agencies.

Michael J. Welch, *Partner*, is an attorney in Smith Partners' water resources and strategic partnership practice. He counsels clients on watershed planning and protection, wetlands protection, land use and general public law. He has specific expertise in watershed district rulemaking and administration including project development and implementation, enforcement of regulatory requirements, wetland-buffer law, data management, open government and financial-control requirements. He has helped clients implement environmental improvements even in urban environments presenting challenging historical contamination issues. In 2005-06, he served as law clerk for Associate Justice Helen Meyer of the Minnesota Supreme Court, after graduating from William Mitchell College of Law. Prior to his clerkship, Michael directed the Resources for Redevelopment program, which supported dozens of nonprofit property-redevelopment and green-space restoration projects. Michael has served as Minneapolis' representative to the Bassett Creek Watershed Management Commission since January 2000 and was chair of the commission from February 2006 to February 2010. While at William Mitchell, he served as vice president of the college's chapter of the American Constitution Society. Michael served on the governing council of the Minnesota State Bar Association's Environment, Natural Resources and Energy Section for several years, and has written and presented on water resources law topics at numerous workshops, seminars and legal education events.

Hourly Rates

We serve several governmental clients at special reduced rates, and propose to represent the Rum River Watershed Partnership for the following hourly rates: Principal Louis Smith, \$275 in 2022, \$289 in 2023; for all other attorneys, \$259 per hour in 2022, \$269 in 2023.

Our rates for other professional staff and fees and expenses are as follows:

| | |
|----------------------------------|--|
| Law Clerk | \$125 per hour |
| Legal Assistant | \$ 80 per hour |
| Case Assistant | \$ 70 per hour |
| Photocopying | \$.09 per page (B&W) \$.18 per page (color) |
| Facsimile transmission | No Charge |
| Long distance telephone charges | Actual cost |
| Computer assisted legal research | Actual cost |
| Courier charges | Actual cost |
| Travel | Actual cost/IRS rate |
| Filing fees | Actual cost |
| Postage | Actual cost |
| Third party vendor charges | Actual cost |

LEGAL SERVICES AGREEMENT

Between
Minnehaha Creek Watershed District and Smith Partners PLLP

WHEREAS, by vote of the Board of Managers on August 11, 2022, the Minnehaha Creek Watershed District (hereinafter MCWD) selected Smith Partners P.L.L.P. (hereinafter Attorneys) to provide legal services to the MCWD as described herein:

NOW, THEREFORE, it is mutually understood and agreed upon that Attorneys shall provide legal services to the MCWD as specified below:

1.0 SERVICES

ATTORNEY will provide the Services in accordance with this Agreement.

1.1 Legal Services for Special Meetings, Management Planning, Capital Improvement Projects, Interagency Agreements, MCWD Program Development, and Other Specified Matters

Upon request of the MCWD Administrator, ATTORNEY will provide legal counsel for special meetings of the Board of Managers; watershed management planning activities and the development and implementation of programs relating to same; negotiation and drafting of contracts, including interagency agreements and resolutions; the initiation, financing, and implementation of capital improvement projects, including any necessary acquisition of property or other interests in real estate; and all other legal services that ATTORNEY is qualified and authorized to provide by the Board of Managers directly and by delegation through the Administrator.

1.2 Implementation and Enforcement of the MCWD's Permitting Program

ATTORNEY will provide legal counsel for the development, implementation and enforcement of rules pertaining to the MCWD's Permitting Program. Services related to MCWD's Permitting Program will be directed by the Permitting Program Manager, under authority delegated by the Administrator, and conducted in coordination with MCWD's Engineer. Execution and coordination of these Services will be conducted in accordance with a Management Plan developed by and between the Administrator, Engineer and ATTORNEY.

1.3 Real Estate Law

Upon request of the MCWD Administrator, ATTORNEY will provide legal counsel to assist with matters related to the acquisition of property or other interests in real estate. Upon request of the MCWD Administrator, in matters related to the fee acquisition or sale of MCWD property, ATTORNEY will be required to coordinate with identified outside counsel specializing in real estate law.

1.4 Employment Law

ATTORNEY will provide written documentation summarizing the performance reviews for the Administrator and will maintain the official file with all appropriate records pursuant to MCWD policies and Minnesota statutes.

Upon request of the MCWD Administrator, ATTORNEY will provide legal counsel to assist with matters related to employment law, employee discipline, and employee termination. Upon request of

the MCWD Administrator, ATTORNEY will be required to coordinate with identified outside counsel specializing in employment law

1.5 Litigation, Enforcement Actions, and Other Special Matters

ATTORNEY will provide representation for the MCWD in litigation, preparation for litigation, investigation, negotiation, compromise or settlement of claims made against or on behalf of the MCWD, and enforcement actions initiated by the MCWD under its statutes, rules and permits, including legal advice and representation in administrative or judicial proceedings, as authorized by the Board of Managers directly and by delegation through the Administrator, in coordination with the District’s insurer and any insurer-designated counsel.

1.6 Maintenance of Files

ATTORNEY will maintain a duplicate set of all contracts, agreements, and other documents provided to ATTORNEY by the MCWD relating to issues of concern to the MCWD.

2.0 RATES FOR LEGAL SERVICES; EXPENSES

ATTORNEY will provide the Services in accordance with the Agreement at the following rates.

2.1 Rates for Legal Services

ATTORNEY will provide legal services in accordance with paragraph 1.0 of this agreement at the following hourly rates: Principal Louis Smith, \$275 per hour in 2022, \$289 per hour in 2023, and \$303 per hour in 2024; for all other attorneys, \$259 per hour in 2022, \$269 per hour in 2023 and \$279 per hour in 2024. Other personnel will be billed at the following rates:

| | |
|-----------------|-----------------|
| Law Clerk | \$ 125 per hour |
| Legal Assistant | \$ 80 per hour |
| Case Assistant | \$ 70 per hour |

Special MCWD meetings or committee meetings will be billed on an hourly basis to the project or projects that are the subject of the meeting.

MCWD reserves the right at any time to amend this contract, through negotiation with Smith Partners, to outline routine Services that may be provided on a retainer basis.

2.2 Reimbursable Expenses

The MCWD agrees to reimburse ATTORNEY for reasonable and necessary expenses incurred in the performance of the Services, or advanced by ATTORNEY on behalf of the MCWD, at the following rates:

| | |
|----------------------------------|--|
| Photocopying | \$.09 per page (B&W) \$.18 per page (color) |
| Facsimile transmission | No Charge |
| Long distance telephone charges | Actual Cost |
| Computer-assisted legal research | Actual cost |
| Courier charges | Actual cost |

| | |
|----------------------------|------------------------|
| Travel | Actual cost (IRS rate) |
| Filing fees | Actual cost |
| Postage | Actual cost |
| Third-party vendor charges | Actual cost |

3.0 CONFLICT OF INTEREST

During the term of the Agreement, ATTORNEY may not represent another governmental jurisdiction located fully or partially within the MCWD’s jurisdiction without prior written approval of the MCWD Administrator.

4.0 TERMINATION

ATTORNEY is retained at the discretion of the Board of Managers, which may terminate this Agreement, or terminate Services within this Agreement, at any time. Any termination of the Agreement by the ATTORNEY will comply with the applicable rules of professional responsibility. Indemnification, defense, hold harmless and data/materials management terms will survive termination.

5.0 INSURANCE

At all times during the term of this Agreement, ATTORNEY will have and keep in force the following insurance coverages:

- A. General: \$1.5 million each occurrence and aggregate on an occurrence basis.
- B. Professional liability: \$1.5 million each claim and aggregate; coverage may be on a claims-made basis, in which case ATTORNEY must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers’ compensation: in accordance with legal requirements applicable to ATTORNEY.

ATTORNEY will not commence work until it has filed with the MCWD a certificate of insurance clearly evidencing the required coverages. The certificate will name the MCWD as a holder and will state that the MCWD will receive written notice before cancellation, nonrenewal or change in a policy limit of any described policy under the same terms as ATTORNEY.

Personnel performing the Services on behalf of ATTORNEY will not be considered employees of the MCWD and are not entitled to any compensation, rights or benefits of any kind from the MCWD.

6.0 STANDARD OF CARE; INDEMNIFICATION

ATTORNEY represents it has the expertise, qualifications, capability and resources to perform the Services under the Agreement. ATTORNEY will perform the Services in accordance with due professional care. ATTORNEY will indemnify, defend and hold harmless the MCWD, its officers, Board members, employees and agents from any and all actions, costs, damages and liabilities of any

nature to the degree they are the result of ATTORNEY's professional negligence or other action or inaction by ATTORNEY that is the basis for ATTORNEY's liability in law or equity, including but not limited to ordinary negligence. ATTORNEY will indemnify, defend and hold harmless the MCWD, its officers, Board members, employees and agents from any and all actions, costs, damages and liabilities arising out of ATTORNEY's action or omission failing to meet the ATTORNEY's duties as stated in this section 6.0.

The MCWD will indemnify, defend and hold harmless the ATTORNEY from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by the MCWD that is the basis for the MCWD's liability in law or equity.

7.0 MATERIALS

All materials obtained or generated by ATTORNEY in performing the Services, including documents in hard and electronic copy, software and all other forms in which the materials are contained, documented or memorialized, are the property of the MCWD. ATTORNEY hereby assigns and transfers to the MCWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. ATTORNEY agrees to execute all papers and to perform such other proper acts as the MCWD may deem necessary to secure for the MCWD or its assignee the rights herein assigned.

The MCWD may immediately inspect, copy or take possession of any materials on written request to ATTORNEY. On termination of the Agreement, ATTORNEY may maintain a copy of some or all of the materials except for any materials designated by the MCWD as confidential or non-public under applicable law, a copy of which may be maintained by ATTORNEY only pursuant to written agreement with the MCWD specifying terms. Nothing herein restricts ATTORNEY's non-exclusive retention and subsequent use of its work product consistent with the applicable rules of professional responsibility.

8.0 DATA PRACTICES; CONFIDENTIALITY

If ATTORNEY receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) ATTORNEY possesses or has created as a result of the Agreement, it will inform the MCWD immediately and transmit a copy of the request. If the request is addressed to the MCWD, ATTORNEY will not provide any information or documents in response, but will direct the inquiry to the MCWD. If the request is addressed to ATTORNEY, ATTORNEY will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with the MCWD before replying. Nothing in the preceding sentence supersedes ATTORNEY's obligations under the Agreement with respect to protection of MCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that ATTORNEY is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

ATTORNEY agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by the MCWD and so denominated by the MCWD. ATTORNEY will not use any such materials for any purpose other than performance of the Services without MCWD

written consent. This restriction does not apply to materials already possessed by ATTORNEY or that ATTORNEY received on a non-confidential basis from the MCWD or another party.

9.0 COMPLIANCE WITH LAWS AND STANDARDS


ATTORNEY will perform the Services in accordance with all applicable professional standards and practices; will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services; and will procure all licenses, permits and other rights necessary to perform the Services. All terms of the Agreement are to be understood within and applied to be consistent with the framework of the professional standards of conduct and practices applicable to ATTORNEY’s professional services.


In performing the Services, ATTORNEY will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10.0 TERM

The term of this Agreement shall be from September 1, 2022 to August 31, 2024.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

By 
James Wisker, District Administrator
Minnehaha Creek Watershed District

By 
Louis N. Smith
Smith Partners PLLP
250 Marquette Avenue South
Suite 250
Minneapolis, MN 55401

Date Sep 1, 2022

Date Aug 22, 2022

September 14, 2022

Direct Dial: 320-656-3503
jkolb@rinkenoonan.com

Rum River Watershed Partnership, Governing
Board
Attn: Jamie Schurbon, Watershed Projects
Manager
Anoka Conservation District
1318 McKay Dr. NE, Suite 300
Ham Lake, MN 55304

By email to: jamie.schurbon@anokaswcd.org

Re: Proposal for Legal Services

Dear Governing Board Members:

Thank you for inviting Rinke Noonan to propose legal services to the newly-formed Rum River Watershed Partnership Joint Powers Organization (JPO). We understand you are seeking a proposal to provide legal services to the JPO for the implementation of the a Rum River Comprehensive Watershed Management Plan (the Plan) under the State's "One Watershed, One Plan" program.

Our firm, and me in particular, has been involved in several One Watershed Plan development and implementation processes since the program's inception. Most recently, we completed services for the Central Minnesota River Watershed Partnership's JPO formation and contract review. Our contacts for that project were Eric Van Dyken, Kandiyohi County Zoning Administrator, and Zach Bothun, Technical Manager, Chippewa SWCD. You may contact either for a reference.

In addition to the recent work for the Central Minnesota River Watershed Partnership, we are currently involved in the South Fork Crow River One Watershed Plan development and were involved in the review and development of plan implementation agreements and organizational documents for the North Fork Crow River and Sauk River One Watershed Plan implementation. I can provide additional contacts and references for these projects.

Suite 300 US Bank Plaza
1015 W. St. Germain St.
P.O. Box 1497
St. Cloud, MN 56302
320.251.6700

www.rinkenoonan.com

The scope of services anticipated for your JPO is as follows:

- Development, review and editing of template contracts.
- Development, review and editing of sub-agreements to member parties for project implementation (first tier use of Watershed Based Implementation Funds (WBIF))
- Development, review and editing of project agreements for landowner-implement projects (second tier use of WBIF)
- Assistance with other organizational, governance and implementation tasks as the request of the JPO.

We are fortunate to have strong working relationships with several of your member organizations. We currently have legal services agreements and on-going relationships with Anoka, Kanabec, Mille Lacs, Crow Wing, Isanti and Morrison Counties.

FIRM BACKGROUND

Rinke Noonan continues to be recognized as one of the State's few firms with expertise advising special purpose units of government on issues related to water and other natural resources management issues. More specifically, the Firm's water resource practice is recognized state-wide for its efficient, consistent, and effective handling of complex environmental issues. As further support to its natural resources practice, Rinke Noonan's other departments provide depth to address the myriad of regulatory, personnel, real property, construction, and litigation issues faced by local government. The Firm represents watershed districts, cities, county government, townships, agri-business and developers in water and natural resource matters throughout the state.

The Firm's natural resources practice is increasingly recognized for its innovation in facilitating water-related projects. In capacities ranging from general counsel to special consultants, Rinke Noonan currently represents multiple watershed district, county and municipal clients. A list of representative clients and references is available on request.

The Firm has provided legal counsel and project leadership for flood reduction projects, water quality protection and enhancement projects, lake and wetland restoration projects, and public drainage system repair, improvement and establishment projects. The Firm enjoys positive, professional relationships with virtually all state and federal agencies that deal with water-related issues. Rinke Noonan is one of very few law firms in Minnesota with such extensive experience in watershed-related issues.

Firm Size, Personnel and Composition

We currently employ 26 attorneys (15 partners and 11 associates), as well as more than 30

paralegals and other support staff. The Firm is organized into practice groups that focus on the client's needs and interests, and allows for significant flexibility in providing the best service to our clients. Our water resources practice is served by six attorneys and three paralegals that provide ongoing service to our diverse governmental entity clientele. Attorneys from other disciplines regularly assist our government clients with their individual, specialized legal needs such as employment, contracting, litigation, eminent domain, and labor negotiation.

Office Location, Technology Use, Professional Malpractice Insurance

Our office is located in downtown St. Cloud, from which we serve clients throughout the state. Our geographic location allows us to minimize potential conflicts of interest with our state-wide water resource practice since the majority of our private clients are located in the St. Cloud area.

For many years, Rinke Noonan has supplemented its service to its clients through the effective use of technology. In addition to common document drafting, storage and retrieval systems, internet and database legal research services, and automated real estate records and financial databases, we are increasing our use of virtual meetings and video teleconferencing in order to add value, efficiency and convenience for our clients. Like the RCWD, we also use Laserfiche for document archiving and retrieval.

Rinke Noonan maintains professional malpractice coverage of \$5,000,000 aggregate through Minnesota Lawyers Mutual. A copy of our policy declarations page is available upon request.

ATTORNEY QUALIFICATIONS

Being a moderate sized firm has the advantage of providing depth and a broad range of specialties to any specific issue at any given time. This depth is balanced with the efficiencies and flexibility of a smaller firm. At Rinke Noonan, we have had great success with having one individual attorney being the primary attorney for a government client in order to preserve efficiency and provide effective communications with the client.

Primary Attorney

JOHN C. KOLB

John C. Kolb will serve as Primary Attorney. Mr. Kolb will act as general counsel and will attend meetings and workshops as necessary. Mr. Kolb will work directly with JPO staff and serve as the JPO's primary contact to coordinate all legal services requested by the JPO. As the JPO's Attorney, Mr. Kolb will be available at all times and responsible for being informed as to the status and direction of all JPO legal projects.

Supporting Attorneys and Staff

HANNAH SCHACHERL

Ms. Schacherl will provide primary support to Mr. Kolb and attend and participate in meetings, workshops and staff coordination in Mr. Kolb's absence. Ms. Schacherl currently provides counsel to several of the Firm's watershed district clients and continues to develop her practice in the areas of environmental and water law.

Professional Staff

Rinke Noonan has a highly specialized staff of paralegals and legal technicians who can perform efficient and economical services for the Firm's clients. Not every aspect of legal work for the JPO requires an attorney. Paralegals and legal technicians can often perform the leg work associated with projects, permits, rules, plans and other support staff needs. Our skilled and experienced paralegals, legal technicians and staff allow the attorneys to focus on the more complex issues, and provide our clients with economical legal services.

LEGAL FEES AND CHARGES

Our normal hourly rates for attorneys range from \$225.00 to \$450.00 per hour. Traditionally, we have tried to give government entities a discount from our normal rates. Currently, our rates for our governmental, water resource clients range from \$205.00 per hour for associate attorneys to \$360.00 per hour for senior attorneys. Mr. Kolb's current government rate is \$360/hr. this rate is expect to increase by approximately 5% in 2023 to \$378/hr. Ms. Schacherl's current rate is \$225/hr. and will similarly increase in 2023. If engaged, we will keep you informed on all rate changes as our relationship continues.

Thank you for considering our proposal. We look forward to serving the JPO's needs as it works toward implementation of its Plan. We are happy to meet with the JPO to discuss how our qualifications may suit the its needs. Please contact John C. Kolb at 320-656-3503 or jkolb@rinkenoonan.com with questions.

Sincerely,

/s/ John C. Kolb
John C. Kolb
JCK/jlf

MEMO

Rum River Watershed Partnership Joint Powers Entity Board

Agenda Item 10: DRAFT Annual Work Plan Review

Meeting Date: September 22, 2022

Prepared by: Staff

PURPOSE/ACTION REQUESTED

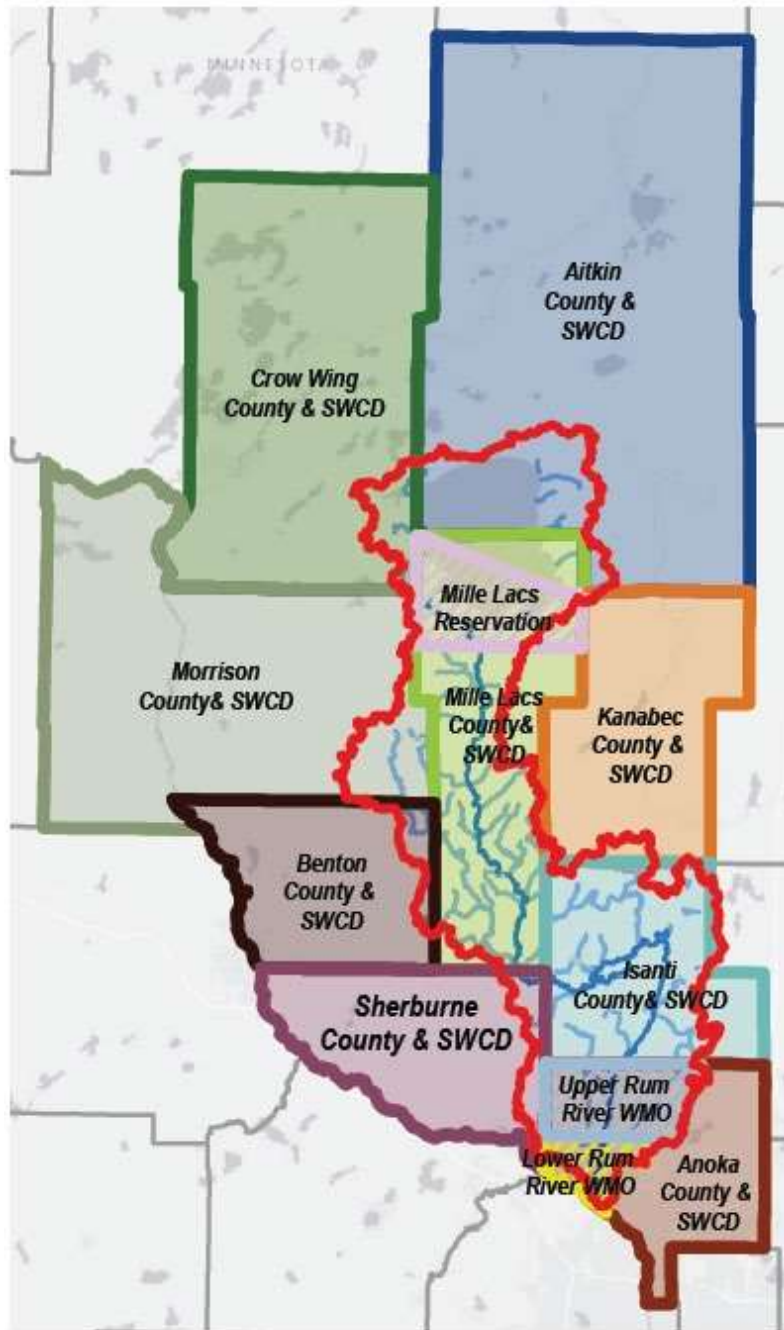
Approve DRAFT work plan to be placed on a 45-day courtesy review for JPA partner boards.

SUMMARY

The Implementation Planning Committee has reviewed and commented on the DRAFT FY23 Work Plan. The voting members of the IPC have agreed that the work plan is ready to move on to the next step in the approval process.

The next step in the process is for the RRWP Board to consider approving the work plan to be placed on a 45-day courtesy review period for JPA partner boards. Partner boards will not be approving the work plan, they are simply allowed to review and comment on the work plan per the JPA (section 3.I.V). During the November 30th RRWP Board meeting board members will decide on whether to act on comments received from partner boards and whether to approve the plan for submission to BWSR.

Rum River Comprehensive Watershed Management Plan



FY2023 Annual Work Plan

Coming together to identify shared goals.

Planning together to leverage unique capacity.

Working together to achieve results.

Vision Statement

- Clean, abundant water for consumption, recreation, and habitat
- Collaborative partnership among communities, working together towards a common goal
 - Community members and decision makers understand the challenges and opportunities facing the watershed
 - Innovative strategies to meet our goals

Introduction

The FY2023 Annual Work Plan describes the activities the Rum River Watershed Partnership plans to implement over the forthcoming year associated with the Rum River Comprehensive Watershed Management Plan.

The annual plan consists of four components:

1. **Operating Budget:** This section includes cost to administer the JPE and grant funds managed by the partnership including insurance, plan administration costs and legal fees (if applicable).
2. **Partnership Funded Programs:** This section includes detailed work plans describing programs to be implemented collaboratively such as Watershed Based Implementation Funds (WBIF) and other private, local, state, or federal funds administered by the partnership. Work plan details covered here generally reflect the entire grant period and will not need to be updated annually.
3. **All Funding Sources Programs:** This section includes a summary of projects and programs to be implemented individually by parties to this agreement as well as partnership funded programs used to implement the plan (i.e., all methods used to implement the plan). Section 3 provides a general overview of the level of effort and focus areas for actions being implemented to meet plan goals.
4. **Implementation Tracking:** This section includes an annual tracking of plan accomplishments to determine progress towards goals. NOTE: this component is not included in the 2023 Annual Work Plan because it is the first year of implementation. It will be included in future work plans.

This plan may be revised throughout the year as needs and projects change.

1. Operating Budget

The budget reflects only FY23 WBIF costs and covers the expenses for the entire FY23 grant period. Shifts of ≤ 10% do not require board approval.

| Description | Cost | Funding Source |
|--|---------------------|----------------|
| Insurance-MCIT | \$6,000 | WBIF |
| Attorney | \$7,350 | WBIF |
| Annual Audit | \$6,000 | WBIF |
| Coordinator, Fiscal Agent, Implementation Tracking, and Communications | \$81,782.70 | WBIF |
| TOTAL | \$101,132.70 | WBIF |

2. Partnership-Funded Programs

The Rum River Partnership may pursue various funding sources collaboratively or individually to expedite the plan's implementation. Funding sources managed collaboratively by the partnership

are included in this section of the work plan. This section currently includes only FY23 Watershed Based Implementation Funds (WBIF) funding.

Member staff ideas and concepts for collaborative funding will be shared with the Rum River Partnership board and brought forward as opportunities become available.

a. Watershed Based Implementation Funds

The Board of Water and Soil Resources (BWSR) Watershed Based Implementation Fund (WBIF) is the primary funding source for plan implementation of water quality activities via the Rum River Partnership. WBIF grants are issued every other year and expire after three years. We anticipate the partnership will receive approximately \$1,011,327 to implement the plan biannually. An additional \$371,157 is allocated to the Metro Portion of the watershed (Anoka County) to implement the Rum River Comprehensive Plan and other state approved and locally adopted comprehensive watershed management plans in the Anoka County portion of the watershed. The metro money is not included in the WBIF Work Plan here as it is managed by the Metro partners.

In FY23 the Rum River Partnership will receive \$1,011,327, the money will expire on 12/31/2025. The Rum River Partnership Board will approve the work plan, sign the BWSR Grant agreement, guide program and project selection, and confirm expenditures.

As part of the WBIF program, a schedule of key milestones associated with the grant goals must be provided. Milestones are listed for each year of the grant and are measurable. Annual check-ins against the milestones will aid in determining progress towards grant goals.

FY23 WBIF Project Summary:

For FY23, WBIF will support Priority Level A actions, including Outreach and Education, Surface Water Restoration, and Surface Water Protection. The completed projects will achieve approximately a 22-pound reduction of total phosphorus, 10,560 linear feet of shoreline protection, 300 acres of soil health practices, 10 acres of agroforestry/silvopasture, six private forest management plans and four subwatershed assessments within target watersheds. Upon implementation, phosphorus reduction calculations will be made for each practice, where appropriate, to help determine overall progress towards restoration and protection.

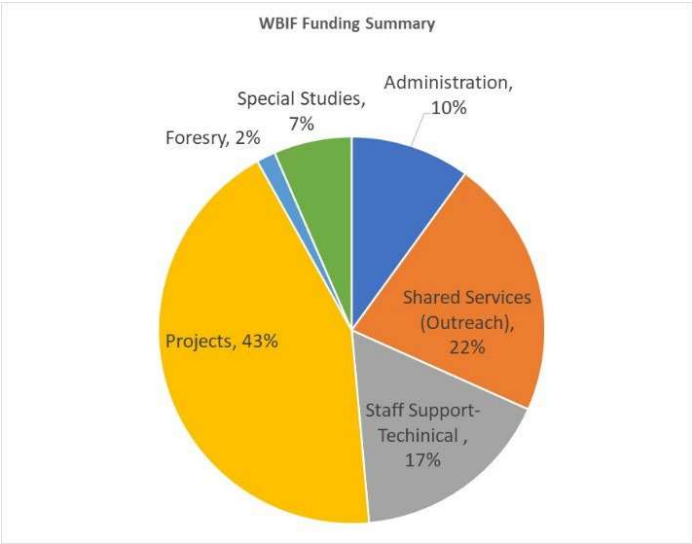


Figure 1 Approved FY23 WBIF Funding usage summary

Outreach and Engagement will be implemented using a well-coordinated and multi-dimensional approach. The plan focuses on using multiple outreach strategies to build a list of landowners interested in implementing projects for use in future years. Outreach Type A (raising awareness and behavioral change) will be completed cooperatively by existing outreach staff from Isanti SWCD and Anoka CD. Outreach Type B (community organizing and buy-in) will consist of a new-hire to be housed at Mille Lacs SWCD. The SWCDs hosting Type A and B outreach will work across the basin or subcontract with other parties to the Joint Powers Entity to provide outreach services. Outreach Type C (technical outreach) is included in the project development line item. An outreach and education subcommittee will develop a detailed work plan that coordinates outreach and engagement activities, based on priorities identified in this annual plan, throughout the watershed.

Surface Water Restoration and protection will focus on structural and non-structural projects targeted at Tier 1 and Tier 2 waters as described in the Comprehensive Watershed Management Plan (CWMP). Due to the diverse nature of the watershed, an assorted set of practices will be implemented, including agricultural structural and non-structural projects, urban/residential projects, forestry practices, and soil health practices. As part of planning for future years, this work plan also includes the completion of four subwatershed assessments to identify potential future project locations and types on priority waters.

Funding for staff, due to the lack of local and state reliable funding, is also included in the work plan and is necessary for effective plan implementation. Funding for staff includes: 1) technical staff time to provide outreach leading to the development of water quality programs and implementation of projects (project development/Type C Outreach); 2) technical assistance and engineering to design and oversee project installation; and 3) administration, 10% of the funding will be used to administer the plan and grant.

The FY23 WBIF Approved Work Plan can be found in **Table 1**. FY23 WBIF yearly milestones can be found in **Table 2**.

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Table 1

| Plan Activity # | eLink Activity Category | Grant Budget | Match | Match Source | Match % | Lead Agency | Measurable Outcome | Activity Description |
|-----------------|---|-----------------------|---------------------|---|---------|-------------|--|---|
| SWR-1 | Admin/Coordination | \$101,132.70 | \$ - | - | 0% | | | Fiscal Agent: Lead/Anoka,CD. Activities may include: Fiscal Tracking, receive and issue payments, LINK reporting, audit coordination. Coordinator: Lead/ISWCD. Activities may include: Acting as point of contact, development of WQIR work plan and annual plan of work, coordination of all committee meetings, ensuring progress on work plan. Public Outreach: Lead/St. Cloud, SWCD. Activities include: development of process to track progress towards plan goals. Communications: Lead/Mille Lacs, SWCD. Activities may include: meeting facilitation, case taking, and website maintenance. Legal: Lead/ISD. Includes private or government counsel to develop subcontracts and policies for JPE. Insurance: For JPE such as MCIT. Annual fees. Audit: Annual Audit fees. |
| SWR-2 | Project Development | \$ 219,494 | \$ - | - | 0% | | Type A: Conduct 10 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences), 2 annual outreach reports. Specific activities to be selected by partnership based on watershed wide priorities. Type B: 3 new stakeholder groups engaged in plan implementation through partnership and 60 personal contact hours with groups/individuals. | Outreach will focus on priorities addressed in the WQIR work plan and those addressed in the annual work plan. Activities include public participation and engagement, equipment, and other activities necessary for the implementation of water quality practices and programs consistent with the purposes of these funds. Type A: Outreach: Strategies to support raising awareness and behavioral change. Lead/ACD/ISWCD, shared existing Outreach staff. Primary roles include but not limited to: developing creative, engaging programming and materials that can be distributed to all local staff involved with engagement; creating a catalog of stories sharing personal narratives about projects implemented across the watershed, promoting and hosting informational workshops, seminars, and other activities for the public to encourage behavioral change that accomplishes the plan goals, compile annual reports to assess progress. (Up to 699 1,560 hours total or 780 hours/year). Type B: Outreach: Strategies to support community organizing and community buy-in. Lead/MSWCD. New staff person to be hired: forestry Coordinator/Direct Outreach coordinator. Primary roles include but not limited to: implement the Run River Watershed Landscape Stewardship Plan, build relationships to implement forestry actions, collaborate with planning partnership to identify priorities for each year, work with identified stakeholders to reach others in their networks, refine communications language, and identify practices they are interested in. (Up to 70 2,500 hrs. or 1,250 per year). |
| SWR-3 | Project Development | \$ 125,500 | \$ - | - | 0% | | 15 rural landowners on list for future BMPs, (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs) 20 residential landowners on list for future BMPs | Type C: Outreach: Staff who support project development. Lead/ACD/Fiscal Agent for contracts with local partners. Existing staff time to provide technical outreach leading to the development of water quality programs and implementation of projects addressed in this work plan. Activity to include approximately 50% marketing and 50% technical education. Focus is wetland restorations, forestry, conservation easements, structural and non-structural BMPs. |
| SWR-4 | Technical/Engineering Assistance | \$ 45,000 | \$ - | - | 0% | | | Lead/ACD/Fiscal Agent: for contracts with local partners. Activity will include technical site assessment, surveys, preliminary analysis and design, final design, construction specifications, installation, inspection, and completion of projects. Funds may be used by local SWCD (with appropriate JAA) or to contract with a third-party consultant or GLI engineer for technical/engineering assistance. Projects will be designed according to the following technical standards: USDA Field Office Technical Guide, MFCA Stormwater Manual, MN Urban Small Sites BMP manual, and applicable local, state and federal regulations. Design standards for all practices will include specifications for operation and maintenance for the effective life of the practices, including an inspection schedule and procedure. Lead/ISWCD: Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to: Tier 1 Protection Waters: Run River (Princeton-Cambridge & St. Francis), Blue Lake Tier 1 Restoration Waters: Green Lake and South Stonchfield Lakes |
| SWR-5 | Ag. Non Structural | \$ 32,000 | \$ - | - | 0% | | | Flat-rate cost share incentives will be provided to implement non-structural agricultural best management practices (e.g. tillage and residue management, cover crops, and conversion to perennial crops). NICS or other BWSR approved standards will be followed for all practices installed. A Subcommittee will establish cost share rates and policies which will be sent to BWSR for review. |
| SWR-6 | Structural Urban BMP Implementation | \$ 330,000 | \$ 80,000 | City, Landowner, Backdowner, Green 313 | 24% | | | Lead/Mille Lacs,SWCD: Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to: Tier 1 Protection Waters: Blue Lake, SWCD, Mille Lacs Lake (ASWCD) Tier 1 Restoration Waters: Green Lake, South Stonchfield (SWCD) Tier 1 Restoration Waters: Green Lake, Skogman Lake (ISWCD) |
| SWR-7 | Structural Rural BMP Implementation | \$ 76,200 | \$ 18,000 | Landowner, Green 313 | 24% | | | Lead/Lac Seul,SWCD: Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to: Tier 1 Protection Waters: Blue Lake (SWCD), Mille Lacs Lake (ASWCD) Tier 1 Restoration Waters: Green Lake, South Stonchfield (SWCD) Lead/Albion,SWCD: Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to: Tier 1 Protection Waters: Mille Lacs Lake, Run River (Princeton-Cambridge) and Blue Lake Tier 1 Restoration Waters: Wille Lacs Lake, Run River (Princeton-Cambridge) and Blue Lake |
| SWR-8 | Forestry Practices | \$ 16,000 | \$ 3,133 | Landowner, DNR, NICS, Backdowner, DNR SEA | 20% | | | A Subcommittee will establish cost share rates and policies which will be sent to BWSR for review. |
| SWR-9 | Planning and Assessment and Special Studies | \$ 66,000 | \$ - | LUD, County Allocation | 0% | | | Lead/Anoka,CD: Funding will be targeted to Tier 1, and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Prioritizing studies to be completed by existing staff members or qualified consultants. Initial funding will be targeted to: Tier 1 Protection Waters: Mille Lacs Lake (ASWCD), Run River (Princeton-Cambridge) MDW on one county ditch (BSWCD), Skogman Lake updated assessment (ISWCD) Tier 1 Restoration Waters: Bogus Brook (MSWCD), Phase 1 study to ID priority feedlots |
| TOTAL | | \$1,014,327.00 | \$101,132.70 | | | | | |

Table 2

| eLink Activity Category | Year 1 Milestones | Year 2 Milestones | Year 3 Milestones |
|---|---|--|--|
| Admin/ Coordination | | | Grant and program administration successfully accomplished. |
| Education/ Information | <p>Type A: communication with partners to determine needs to result in a plan of action for next two years. 2 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences, 1 annual outreach report.</p> <p>Type B: Develop position description. Hire position. 1 new stakeholder group engaged in plan implementation. 20 personal contact hours with groups/individuals.</p> | <p>Type A: 4 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences), 1 annual outreach report.</p> <p>Type B: 3 new stakeholder group engaged in plan implementation. 20 personal contact hours with groups/individuals.</p> | <p>Type A: 4 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences). 20 personal contact hours with groups/individuals.</p> |
| Project Development | <p>5 rural landowners on list for future BMPs (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs)</p> <p>5 residential landowners on list for future BMPs</p> | <p>5 rural landowners on list for future BMPs (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs)</p> <p>5 residential landowners on list for future BMPs</p> | <p>5 rural landowners on list for future BMPs (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs)</p> <p>5 residential landowners on list for future BMPs</p> |
| Technical/ Engineering Assistance | | | Technical Assistance to design and install projects provided. |
| Ag. Non Structural | Establish policies and incentive rates for non-structural practices. | 150 acres non-structural practices installed | 150 acres non-structural practices installed |
| Structural Urban BMP Implementation | <p>Establish policies and cost-share rates.</p> <p>2 lbs. TP reduction.</p> | 5 lb. TP reduction. | 5 lb. TP reduction. |
| Structural Rural BMP Implementation | Establish policies and cost-share rates. | 5 lbs. TP reduction | 5 lbs. TP reduction |
| Forestry Practices | Establish policies and cost share rates | <p>3 plans</p> <p>5 acres of sustainable agroforestry/silvopasture</p> | <p>3 plans</p> <p>5 acres of sustainable agroforestry/silvopasture</p> |
| Planning and Assessment and Special Studies | | 2 studies complete | 2 studies complete |

3. All Funding Sources Programs

The estimated cost to implement all Rum River Comprehensive Watershed Management Plan activities is \$34,947,325 over ten years; this equates to roughly \$3.5 million per year. Watershed Based Implementation Funds will not cover all costs of implementing the plan; thus, partners may also opt to individually leverage private, local, state, or federal funding to ensure progress toward plan goals.

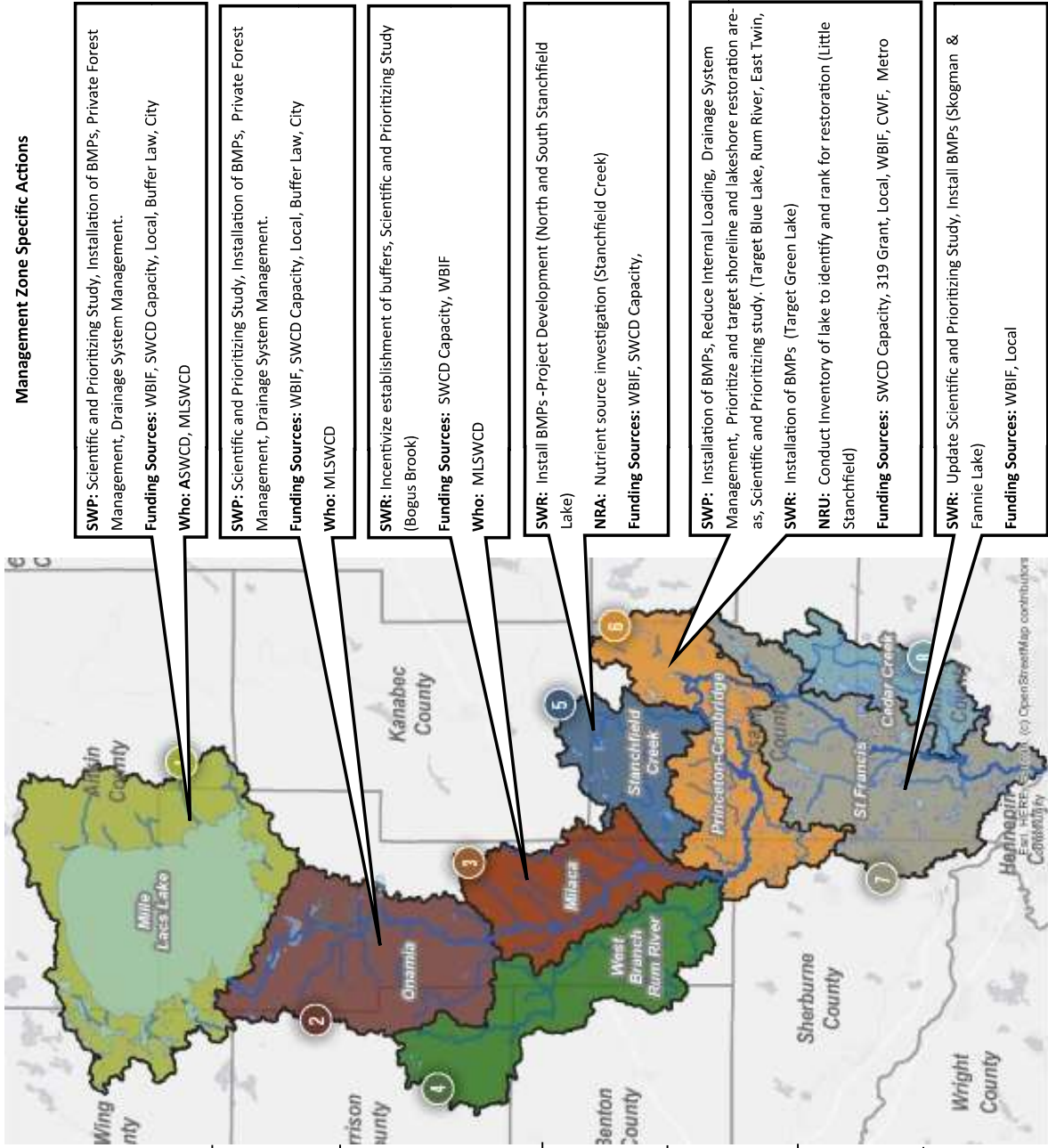
This section of the annual work plan is meant to provide a general overview of how partners plan to use all funding sources, not just WBIF, to implement the plan in FY23. By including a section that describes all planned efforts to implement the plan, we hope to clarify the overall effort going into the plan implementation. The actions and goals are subject to change for locally managed funding based on local management decisions.

Figure 2 provides a visual overview of the effort, focus area, agency, and funding sources used to implement actions for all eight issues identified in the Comprehensive Watershed Management Plan in FY2023.

For those interested in more detail, a more comprehensive table can be obtained by visiting the Rum River Watershed Partnership website at: <https://www.millelacsswcd.org/rum-river-one-watershed-one-plan/>

Figure 2

All Funding Sources Actions to Implement the RRCWMP



Watershed Wide Actions

(Targeted to Priority Waters as identified in Section 4 of the RRCWMP)

Outreach: Provide outreach and education to address watershed wide priority issues.

Fund: SWCD Capacity, MDH, WBIF

Who: SWCDs, shared staff

Surface Water Protection (SWP): Restore wetlands and wetland banks, SSTS Fix up, Soil Health, Sustainable agroforestry and silvopasture, water quality monitoring

Fund: Metro WBIF, WBIF, State cost share, EQIP, SWCD Capacity

Who: SWCDs, NRCS

Surface Water Restoration (SWR): Build staff capacity, Wetland restoration and banks, SSTS Fix up, DNR review of river projects, SWCD/WMO Input on ditch projects, Soil Health, development standards to minimize stormwater runoff and preserve natural areas, comparison study of shoreline ordinances, water quality monitoring

Fund: Metro WBIF, WBIF, 319, EQIP, State Cost Share, Local, MAWQCP, SWCD Capacity, Local

Who: SWCDs, WMOs

Surface Water Quantity (SWQ): Restore wetlands and wetland banks, hydrology monitoring, culvert inventories, water storage BMPs

Fund: Metro WBIF, WBIF, 319, Met Council, Local

Who: SWCDs, Met Council

Ground Water Quantity (GWQ): SSTS fix up, well sealing, habitat enhancement, conservation easements

Fund: Metro WBIF, WBIF, LSOHC, State, State Cost Share, CWF

Who: SWCDs, Metro partners

Natural Resource Restore Degraded & Protect High Quality Habitat (NRU): wetland restoration and banks, conservation easements, restore shoreline areas,

Fund: Metro WBIF, WBIF, CWF, MLT, SWCD Capacity

Who: SWCDs

Natural Resources and Invasive Species (NRIS):

Develop invasive species management plans

Fund: County Allocation Who: MLSWCD

4. Implementation Tracking

Staff will develop and at least annually populate the implementation tracking chart, or other method as identified, with accomplishments. Tracking sheet align anticipated outcomes in the annual work plan to measure progress towards planned implementation goals. A yearly assessment of progress will be made at the beginning of the annual work plan development cycle to evaluate progress and adjust as needed based on identified implementation barriers, changes in capacity, and the adoption and success of practices and projects.

Progress towards overall goal achievement will include tracking numerical goals, such as the number of septic system fixes, estimating pollution reductions using calculators, models, and tools; or verifying outcomes using evidence-based data collection.

Because this is the first year of implementation, this annual work plan does not include an implementation tracking section.