



Mississippi River St. Cloud One Watershed, One Plan

Policy Committee Meeting Packet

Date / Time:	March 1 st , 2022 1pm – 3pm
Location:	In-Person: Sherburne County History Center - 10775 27th Ave SE, Becker, MN 55308 Virtual: https://us02web.zoom.us/j/81479692122
Note Taker:	Brittany Lenzmeier, Stearns SWCD
1w1p Website:	WEBSITE COMING SOON
Committee Representatives Invited:	Benton County – Scott Johnson, Benton SWCD – Wade Bastian, Clearwater River WD – Bob Schiefelbein, Meeker County – Danny Schiefelbein, Meeker SWCD – Bob Schiefelbein, Mille Lacs SWCD – Dan Campbell, Sherburne County – Barb Burandt, Sherburne SWCD – Shelly Binsfeld, Stearns County – Tarryl Clark, Stearns SWCD – Tom Gregory, Wright County – Mary Wetter, Wright SWCD – Jeff Burns
Individuals Copied:	Policy Committee Alternate Members, Steering Committee Members, Jason Weirnerman – BWSR, Brad Wozney – BWSR, Keenan Hayes – Mille Lacs County Staff, Dilan Christiansen – Mille Lacs County Staff, Amy Kowalzek – Morrison County Staff, Brittany Lenzmeier – Stearns SWCD Staff, Shannon Wettstein – Morrison SWCD Staff, Lance Chisolm – Morrison SWCD Staff

Meeting Preparatory Work

- Review Draft MOA
- Review Draft PC Bylaws
- Review Memo re: voting preferences
- Review Advisory Committee Proposed Structures

Meeting Objectives

- Determine Interim Operating Procedures
- Provide Feedback on Draft MOA
- Approve Structure of Advisory Committee
- Determine Voting Arrangements
- Determine Standing Meeting Schedule

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Meeting Agenda

Item	Page	Time	Topic	Task
1.		15 min	Welcome and Introductions <ul style="list-style-type: none"> ● Name, LGU ● What is a fond memory you have within this watershed or related to water resources? 	INFO INFO
2.	3	15 min	Policy Committee Operating Procedures <ul style="list-style-type: none"> ● Interim procedures (<i>Cibulka</i>) ● Meeting norms review (<i>Cibulka</i>) 	DISCUSS DISCUSS
3.	4	10 min	Project Update <ul style="list-style-type: none"> ● Project Timeline Update (<i>Cibulka</i>) ● Fiscal Agent / RFP Update (<i>Sommerfeld</i>) 	INFO INFO
4.	5 - 15	30 min	DRAFT MOA <ul style="list-style-type: none"> ● Feedback on draft document (<i>Sommerfeld</i>) ● Committee Structures (<i>Sommerfeld</i>) 	DISCUSS ACTION
5.	16 - 24	30 min	DRAFT PC Bylaws <ul style="list-style-type: none"> ● Voting Arrangement Memo (<i>Cibulka</i>) ● Feedback on by-law comment items (<i>Sommerfeld</i>) ● Timeframe for review / approval (<i>Sommerfeld</i>) 	DISCUSS DISCUSS INFO
6.		10 min	Determine Standing Meeting Schedule (<i>Cibulka</i>) <ul style="list-style-type: none"> ● Bring your calendars to plan future meeting dates 	DISCUSS
7.			Adjourn	

Timekeeper: Francine Larson

Supplemental / Reference Items

- 1) Watershed Highlight (page 25) – To increase familiarity within our group, each agenda packet will feature a story from a project partner featuring conservation efforts they are working on.
- 2) Project Map (page 26) – This map may be a useful reference as agenda items are reviewed.

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Agenda Item #2: MRSC Policy Committee Meeting Norms and Guidelines

Process Norms

- Follow Robert's Rules of Order
- Everyone will contribute to the conversation
- Strive for consensus and support the final outcomes/decisions
- Decisions will be based in sound science
- All voices count. All opinions are valid, but offer reasoning behind your thinking
- Ask clarifying questions to seek further understanding
- Note-taker is to capture highlights of the discussion and decisions made, but not detailed minutes

Preparation Norms

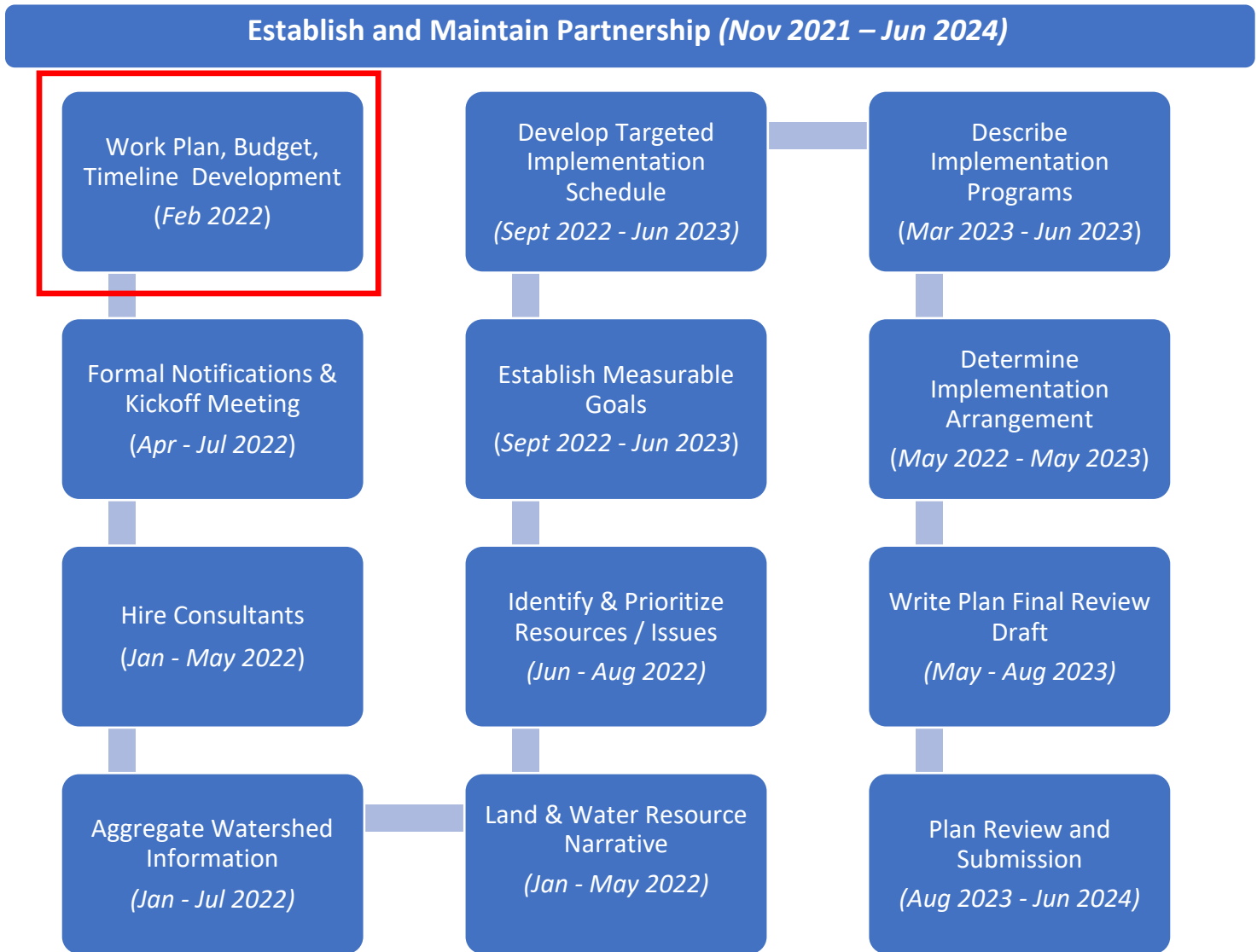
- Meetings will start / end on time
- Members will complete pre-work, read materials, and be prepared to meet
- Request additional information prior to meeting if necessary
- We will identify clear deadlines for when tasks are assigned to members and strive to meet them (both in developing materials and responding / providing feedback)

Communication Norms

- Be respectful and promote open communication
- Listen to understand
- Respect each other's opinions
- Stay on topic and pay attention
- Silence phones and exercise proper meeting decorum

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Agenda Item #3: Timeline Update



Last Task:	Current Task(s):	Next Task:
<i>Work Plan, Timeline, Budget Developed</i>	<i>Establish Partnership (Advisory & Policy Committees)</i>	<i>Hire Consultants, Formal Notifications</i>

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Agenda Item #4: DRAFT Memorandum of Agreement

DRAFT MEMORANDUM OF AGREEMENT

This agreement (Agreement) is made and entered into by and between:

The Counties of Benton, Meeker, Stearns, Sherburne, and Wright by and through their respective County Board of Commissioners, and

The Benton, Meeker, Mille Lacs, Stearns, Sherburne, and Wright Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Clearwater River Watershed District, by and through their respective Board of Managers,

Collectively referred to as the "Parties." See attachment A for a map of the parties location.

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River St. Cloud Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River St. Cloud Watershed (Attachment A). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the Mississippi River St. Cloud Watershed Partnership.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan (version 2.1, March 24 2021); and will remain in effect until 1-year after the term of the BWSR One Watershed, One Plan Planning Grant Agreement, adoption of the plan by all parties, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** Other political subdivisions within the Mississippi River St. Cloud Watershed may become a party to the Agreement by indicating its qualifications and intent in a resolution adopted by its governing board. The Policy Committee shall determine whether the plan development process will benefit from participation of the Party, and whether the Party has sufficient interest and legal authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan. If allowed to become a Party to this agreement, said governing board must execute the current version of this agreement and agree to abide by the established bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of a governing board resolution. Notice must be made at least 30 days in advance of leaving the Agreement. If one of the required parties withdraws from this agreement, it does not make this MOA null and void. Should this occur, remaining parties will hold discussions with BWSR regarding reallocation of duties, funds and responsibilities of the project as a whole.

5. **General Provisions:**

- a. **Division of Resources Upon Withdrawal or Termination:** A withdrawing Party shall not be entitled to a refund of property or monies contributed under this Agreement prior to the effective date of withdrawal.

After the effective date of termination of this Agreement, the Policy Committee shall exist for the limited purpose of discharging any outstanding debts, settlement of affairs and disposition of surplus property and monies, if any. Any surplus monies or property will be returned to the Parties in proportion to contributions of the Parties after the purposes of the Agreement have been completed.

- b. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.

- c. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
- d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, copies of all records will be turned over upon request to the project fiscal agent for continued retention.
- e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- g. **Entire Agreement:** This Agreement, including any and all attachments referenced herein, contains the entire understanding and agreement of the Parties and there have been no other promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature.
- h. **Amendments:** This Agreement may be altered, amended or modified only by an instrument in writing executed by the Parties to this Agreement and by no other means.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to the Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.

i. The Policy Committee (PC)

1. Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote during the planning process.
2. Each governing board shall choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
3. The Policy Committee will establish bylaws within six months of the execution of this document to describe the functions and operations of the committee(s).

ii. The Technical Advisory Committee (TAC)

1. TAC is responsible for guiding the major elements of the project, working with consultants on plan content, making plan recommendations to the Policy Committee, evaluating technical information, and ensuring integration of the Citizen Advisory Committee.
2. TAC will meet monthly or as needed. TAC will strive to make decisions and recommendations on a consensus-basis.
3. (Option 1) TAC will consist of technical representatives from each of the parties of this agreement (12 entities), state agency representatives (6 entities), USFWS, non profit organizations, and USDA-NRCS representatives for a total of approximately 21 members.
4. (Option 2) TAC will consist of both technical representatives and At-Large representatives from each of the parties of this agreement (12 entities, 24 persons), state agency representatives (6 entities), USFWS, non profit organizations, and USDA-NRCS representatives. Each LGU selects and appoints their At-Large Member representative.

iii. The Citizen Advisory Committee (CAC)

1. CAC responsibilities include: identify priority resource concerns, assist in establishing measurable goals, give recommendations to the TAC about contents of plan, provide public input, and provide concerns about the watershed and water quality.
2. CAC will meet approximately 6 times, or more as needed, throughout the Mississippi River St. Cloud One Watershed One Plan planning phase.
3. CAC members will consist of but not limited too: county highway and zoning staff, water resource advisory committees, farmer/producer associations, community water suppliers, municipalities, local non-profit groups organized around water,

tribal nations, tribal communities, or tribal people, drainage authorities, lake or river associations, citizen-based environmental groups, sporting organizations, and farm organizations/agricultural groups.

4. Approximately 12-25 members. Each “Party” is responsible for bringing and selecting individuals to the CAC. CAC can meet as a whole, or selected individuals or smaller focus groups may be called upon to give input on specific priority resource concerns.

iv. The Steering Committee

1. Comprised of staff from parties of this agreement and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. The Steering Committee will meet monthly or as needed.
 - b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
 - c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
7. **Fiscal Agent:** Benton Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement upon request.
 - e. Retain fiscal records consistent with the agent’s records retention schedule until termination of the agreement (at that time, records will be retained by Benton Soil and Water Conservation District per its adoption record retention schedule).
8. **Grant Administration:** Benton Soil and Water Conservation District will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:

- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan Grant Agreement* and being responsible for BWSR reporting requirements associated with the grant agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
9. **Project Coordination:** Sherburne Soil and Water Conservation District staff will coordinate, schedule, send notifications, prepare agendas for committees, and perform related tasks to keep the project moving as scheduled. The District will also act as the point of contact with consultants for the partnership.
10. **Outreach Coordinator:** Clearwater River Watershed District staff will act as Outreach Coordinator. Outreach Coordinator maintains website (houses meeting notes, agenda, notices, other docs.), develop outreach materials, engage the CAC, and coordinate any public meetings.
11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Benton SWCD
Gerry Maciej or successor
District Manager
14 2nd Ave W.
Foley, MN 56329
Telephone: (320) 968-5300 Ext 3
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Remainder of page left blank]

13. **IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTY: _____

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator/Auditor Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
Attorney Date

Mississippi-Saint Cloud One Watershed One Plan



- Planning Boundary
- Clearwater River Watershed District
- County Boundaries
- Cities

- Named Lakes
 - Large Rivers
 - Streams
- 0 2 4 8 12 16 20 Miles



Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

Agenda Item #4 (continued): Proposed MRSC 1w1p Committee Structures

Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

Option 1:

Technical Advisory Committee: serves as the subject matter experts and technical representatives to work closely with consultants on the plan. They are responsible for guiding the major elements of the project, evaluating technical information, and ensuring integration of the Citizen Advisory Committee. The group will be formed by LGU representatives (12 entities), state agency representatives (6 individuals), and a representative from the US Fish and Wildlife Service, The Nature Conservancy, and Natural Resource Conservation Service for a total of 21 members.

Citizen Advisory Committee: This group would consist of individuals that are widely perceived to represent the community at large. Would include citizen and local members representing diverse natural resource interests in the watershed (agriculture, lakes and rivers, wildlife, forestry, etc.) as well as municipalities (city and township representatives) to weigh in on stormwater permitting and drinking water interests. Staff and consultants would engage the CAC to weigh in on decision making during every step of the planning process (see Tasks 2.2 – 2.6 on the project timeline). The CAC will thus be able to provide input and recommendations for each milestone of the project. We anticipate 5 or 6 CAC meetings with a group size of 20 – 25 members.

Support: This option was supported by staff from Benton County, Clearwater River WD, Meeker SWCD, Sherburne SWCD, Stearns County, Stearns SWCD, and Wright SWCD at a Jan 5th Steering Committee meeting.

Option 2:

Technical Advisory Committee: provides feedback to plan writer and recommendations to PC. The bulk of input in the development of the plan comes from this group. forum for vetting ideas and providing feedback on the plan to the plan writer. includes staff reps from each local government and tribe/tribal community in the partnership and state water agencies (including the Metropolitan Council for watersheds that are part of the seven-county metro area). Group would be comprised of an LGU staff member from each participating entity (12 LGUs), in addition to an “at-large” citizen member representing each LGU (12 citizens). State agency staff would sit on committee also (6 individuals). Total is 30 individuals.

Local Advisory Committee: provides public input, opinions, concerns about the watershed and water quality to the TAC throughout the planning process. representatives from; county highway and zoning staff, farmer/producer associations, community water suppliers, municipalities, local non-profit groups organized around water, tribal nations, tribal communities, or tribal people, drainage authorities, lake or river associations, citizen-based environmental groups, sporting organizations, and farm organizations/ agricultural groups.

Support: This option was supported by staff from Benton SWCD at a Jan 5th Steering Committee meeting.

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Agenda Item #5: Memo on Voting Arrangements

Clearwater River
Watershed District
Tech Memo



To: Upper Mississippi River Watershed 1W1P – Strategic Planning Committee

From: Rebecca Carlson, P.E. (MN)
CRWD District Engineer, Administrator

CC: Brandi Schiefelbein, Meeker SWCD Board, Meeker County Board, Joe Norman

Date: February 1, 2022

The purpose of this memo is to outline representation for Meeker County and Meeker SWCD within the 1W1P process.

The Meeker County Board and Meeker SWCD have indicated they would like to participate and be represented within this process. Their interests have been well represented to date by CRWD.

In situations which require voting, or consensus, they would ask for their votes / opinions to be cast as follows:

Policy Committee:

By Bob Schiefelbein, who in addition to being the CRWD Board Chair, also serves on the Meeker SWCD. He would cast 3 votes, one each on behalf of CRWD, Meeker SWCD, and Meeker County. His alternate, would cast the votes in his place if he is unable to attend.

Steering Committee:

By Rebecca Carlson, in voting situations, she would cast 3 votes, one each on behalf of CRWD, Meeker SWCD (in the event Joe Norman cannot attend), and Meeker County.

Technical Advisory Committee:

By Rebecca Carlson, in voting situations, she would cast 3 votes, one each on behalf of CRWD, Meeker SWCD (in the event Joe Norman cannot attend), and Meeker County.

It is the responsibility then of the CRWD representatives to provide information and get feedback from the Meeker County and Meeker SWCD staff and Board members on this process. The Meeker County Board and Meeker SWCD can rescind this designation in writing with a letter to the Policy Committee at any time should the interest of the District and Meeker SWCD and Meeker County diverge.

Each of the 3 Boards considered a resolution to this effect:

Meeker SWCD Board adopted this memo with motion _____ on <date> with ___ in favor and ___ opposed.

Meeker County Board adopted this memo with motion _____ on <date> with ___ in favor and ___ opposed.

Clearwater River Watershed District Board adopted this memo with motion _____ on <date> with ___ in favor and ___ opposed.

Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

Agenda Item #5 (continued): DRAFT Policy Committee By-Laws



One Watershed One Plan

Policy Committee Bylaws of the
Mississippi River St. Cloud Watershed Partnership

Benton County, Benton SWCD, Mille Lacs SWCD, Sherburne County, Sherburne SWCD, Clearwater River Watershed District, Meeker County, Meeker SWCD, Stearns County, Stearns SWCD, Wright County, Wright SWCD

ADOPTED DATE HERE

These bylaws establish rules governing the conduct of business by the Policy Committee of the Mississippi River St. Cloud Watershed Partnership.

ARTICLE I: PURPOSE

1. The purpose of the Policy Committee is to decide on the content of the comprehensive watershed management plan, serve as a liaison to their respective boards, and represent their respective boards within the Mississippi River St. Cloud Watershed Partnership.
2. The Policy Committee operates under a Memorandum of Agreement. The Member local units of government are Benton County, Benton SWCD, Mille Lacs SWCD, Sherburne County, Sherburne SWCD, Clearwater Watershed District, Meeker County, Meeker SWCD, Stearns County, Stearns SWCD, Wright County, Wright SWCD.

ARTICLE II: MEMBERSHIP PROVISIONS

1. The membership of the Policy Committee shall be comprised of board members who shall represent the governing board of each local unit of government Partnership member in accordance with the Memorandum of Agreement. Members must be appointed or elected officials. Each local unit of government has one vote in decision making.
2. Members of the Policy Committee shall serve until the expiration of the Memorandum of Agreement to run concurrently with each Policy Committee member's term on his/her respective board.
3. In the event that a member of the Policy Committee resigns or is otherwise unable to complete his or her term, the member shall notify his or her appointing authority of the vacancy as soon as practicable. The local unit of government shall appoint a replacement member as soon as possible.
4. Policy Committee alternates shall be designated by each local unit of government Partnership member in accordance with the Memorandum of Agreement. Alternates must be appointed or elected officials. Alternates shall participate in decision making when the regular Policy Committee member is absent.
5. The Policy Committee will notify the respective local unit of government participant that their representative has missed two (2) consecutive meetings.
6. A Policy Committee member shall not take any action that may materially benefit the financial interest of that member, a member's family member, or a member's close associate, unless and until that member first discloses that interest for the record. The member who so discloses an interest may be present to answer questions related to that interest, but shall not advocate for nor vote on the action. If a Policy Committee member concludes that his or her interest does not create a conflict, but that there may be an appearance of a conflict, he or she shall disclose the interest for the record before participating in discussion or voting on an action.

ARTICLE III: OFFICERS

1. The Officers of the Policy Committee shall consist of a Chairperson, Vice Chairperson, and a Secretary elected by members of the Policy Committee at their first meeting
 - 1) The Chairperson shall:
 - i. Serve as Chairperson for all meetings; and
 - ii. Sign and deliver in the name of the Partnership any correspondence pertaining to the business of the Partnership.
 - 2) The Vice Chairperson shall:
 - i. Discharge the Chairperson's duties in the event of the absence or disability of the Chairperson.
 - 3) The traditional duties of a board Secretary shall be filled by the project fiscal agent and project coordinator, which shall include:
 - i. Maintain records of the Partnership.
 - ii. Certify records and proceedings of the Partnership.
 - iii. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee and maintain a file of all approved minutes including corrections and changes.
 - iv. Provide for proper public notice of all meetings.
 - v. The Secretary may delegate a representative to record the minutes and perform other duties of the Secretary. The elected Secretary will sign the official minutes of all meetings following approval by the Policy Committee.
2. An Officer will serve until replaced by the election of a successor.
3. No Policy Committee member may hold more than one office at a time.
4. In the event that an Officer cannot complete his or her term of office, the Policy Committee shall immediately elect from among its members an individual to fill the vacant position. The individual to be elected may not already be serving as an officer of the Policy Committee.

ARTICLE IV: MEETINGS

1. ~~All meetings of the Policy Committee will comply with statutes and rules requiring open and public meetings. The official posting location for meeting dates and locations shall be the Mississippi River St. Cloud One Watershed One Plan website.~~
2. The conduct of all meetings of the Policy Committee may be generally governed by the most recent edition of Robert's Rules of Parliamentary Law.
3. A quorum of the Policy Committee shall consist of a simple majority of the members.

4. All votes by Policy Committee members or alternates shall be made either in person or digitally via telephone/video conference, and no member may appoint a proxy for any question coming before any meeting for a vote.
5. Notice of Policy Committee meetings and a proposed agenda shall be emailed, or mailed upon request, to all Policy Committee members and alternates. A good faith effort will be made to distribute these documents not less than 7 days prior to the scheduled meeting date of the Policy Committee.
6. The minutes of any meeting shall be made available to all Policy Committee members prior to the next meeting as part of the distributed meeting packet.

ARTICLE V - VOTING

1. Each Partnership member to the memorandum of agreement has one vote.
2. A motion or resolution shall be approved by a favorable vote of a simple majority of the members present, provided enough members are present to make a quorum.
3. A supermajority vote of 75 percent of those members present shall be required for final plan approval for submittal to review

ARTICLE VI - COMPENSATION

1. Policy Committee members may not be compensated for meeting time and expenses using funds granted by the state for the purpose of developing the Mississippi River St. Cloud One Watershed, One Plan.

ARTICLE VII - SUBCOMMITTEES OF THE POLICY COMMITTEE AND OTHER COMMITTEES

1. The Policy Committee may appoint subcommittees for the purpose of assisting the Policy Committee in the performance of its duties. Except for a Policy Committee member appointed to a subcommittee, no other member of a subcommittee shall be able to make motions for consideration to the Policy Committee, or vote on matters put before the Policy Committee.
2. The Policy Committee shall appoint an Advisory Committee(s) and other committees and act to approve all committee members. The Advisory Committee(s) will routinely advise the Policy Committee on the content and development of the One Watershed, One Plan, on plan implementation, and on issues of policy and administration related to the plan.
 - 1) A member of the Policy Committee or an alternate will be assigned by the Chairperson to meet with the Advisory Committee(s) as an ex-officio member.
 - 2) The members of the Advisory Committee(s) shall elect a chairperson and a vice-chairperson to serve for the duration of the planning Phase.

- 3) The Advisory Committee(s) may form subcommittees to increase Advisory Committee effectiveness or to address specific topics or project areas. Each subcommittee shall report to the Advisory Committee(s).

ARTICLE VIII: MEETING LOCATION

1. All regular meetings of the Policy Committee will be held at a location within the Mississippi River St. Cloud Watershed, or digitally via telephone/video conference.

ARTICLE IX: MISCELLANEOUS

2. Portions of these bylaws may be suspended temporarily by a favorable vote of two-thirds of the members present, provided enough members are present to make a quorum.
3. Addition to, alteration, or repeal of any part of these bylaws by the Policy Committee may be made at any meeting by a favorable vote of two-thirds of the members present, provided enough members are present to make a quorum, and that a thirty (30) days advance written notice of the proposed change has been given to each member of the Policy Committee.
4. ~~The Policy Committee's official records and the requirements of the BWSR grant agreement shall be maintained by the fiscal agent. The maintenance and disposition of these records shall be in accordance with applicable laws.~~
5. All expenses incurred by the Policy Committee or the Advisory Committee must be authorized by the fiscal agent's board. Fiscal agent will provide a grant fiscal report at each Policy Committee meeting when requested, which itemizes approved grant expenditures and remaining funds. Expenses to be reimbursed through the BWSR grant agreement funding must occur within the period of the grant agreement and be submitted within 30 days of the expiration of the grant agreement.
6. These bylaws are intended to be consistent with applicable provisions of Minnesota Statutes Chapters 103B, 103C, and 103D. In all cases of omission or error, Minnesota Statutes Chapters 103B, 103C, and 103D will govern.

ARTICLE X - CERTIFICATION

These By-laws were adopted by a vote of _____ ayes and _____ nays by the members of the Policy Committee on _____, 20__.

(Chair signature & organization) (Date of Signature)

Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

Watershed Highlight

Watershed Highlight: A decade of work reduces pollution in St. Cloud's Lake George (credit: MPCA)

Lake George has long been a centerpiece and gathering place for many community events and recreation in St. Cloud. Elevated phosphorus levels, and subsequent low water clarity, resulted in Lake George being placed on Minnesota's Impaired Waters list in 2012. "Impaired" waters are those that don't meet water quality standards.

The City of St. Cloud conducted an analysis of the 125-acre sub-watershed surrounding Lake George to determine what was causing the water quality problems, find solutions, and implement restoration and protection strategies. With the analysis completed in 2017, the city and its partners started taking action in 2018.

A stormwater treatment pond just south of Lake George, affectionately known as Little George, was constructed in 1998 to capture sediment and pollutants before they reach the lake. Little George was dredged for the first time in November 2018 to restore treatment capacity. More than 900 tons of sediment - about 50 semi-truck loads - were removed from the pond and disposed of at a landfill. The city added iron filings to the pond as part of a partnership study project with the University of Minnesota, with assistance from the Minnesota Conservation Corps. The iron filings are intended to trap phosphorus and reduce its release from the pond, to keep it out of Lake George.

The lake also received four alum treatments in 2018. When applied to water, alum forms a fluffy aluminum hydroxide precipitate called a floc. As the floc settles to the bottom, it removes phosphorus and particulates (including algae). The floc settles on the lake-bottom sediment where it forms a layer that acts as barrier to phosphorus, which is then no longer available to fuel algae growth.

Further treatments were completed in 2019 and 2020, in an effort to reach water quality goals. For some lakes, alum treatments are a safe, relatively low-cost, effective, and long-term method for controlling phosphorus, minimizing algae growth, and improving water quality.

To address stormwater runoff before it enters Lake George, an underground stormwater retention and filtration treatment facility was installed in 2020, under the parking lot off the northwest corner of the lake. It uses settling chambers and a filtration system to capture sediment and remove phosphorus before it enters the lake. Each year, the system keeps estimated 29.7 pounds of phosphorus and 23,600 pounds of sediment out the lake. This project was funded with a \$697,000 Clean Water Land and Legacy Grant received in partnership with Stearns County Soil and Water Conservation District.

These projects, along with improved rain gardens and expanded shoreline restorations, have combined to help Lake George meet, and exceed, water quality standards; the MPCA has proposed removing the lake from Minnesota's Impaired Waters list in 2022. The state phosphorus standard for Lake George is 40 parts per billion (ppb). When the lake was added to the 2012 list, phosphorus levels were at 45 ppb. With all the work done by the City of St. Cloud and its partners, phosphorus levels in 2021 are holding at 18 ppb, and water clarity has increased from a depth of 5.8 feet in 2010 to nearly 10 feet currently.

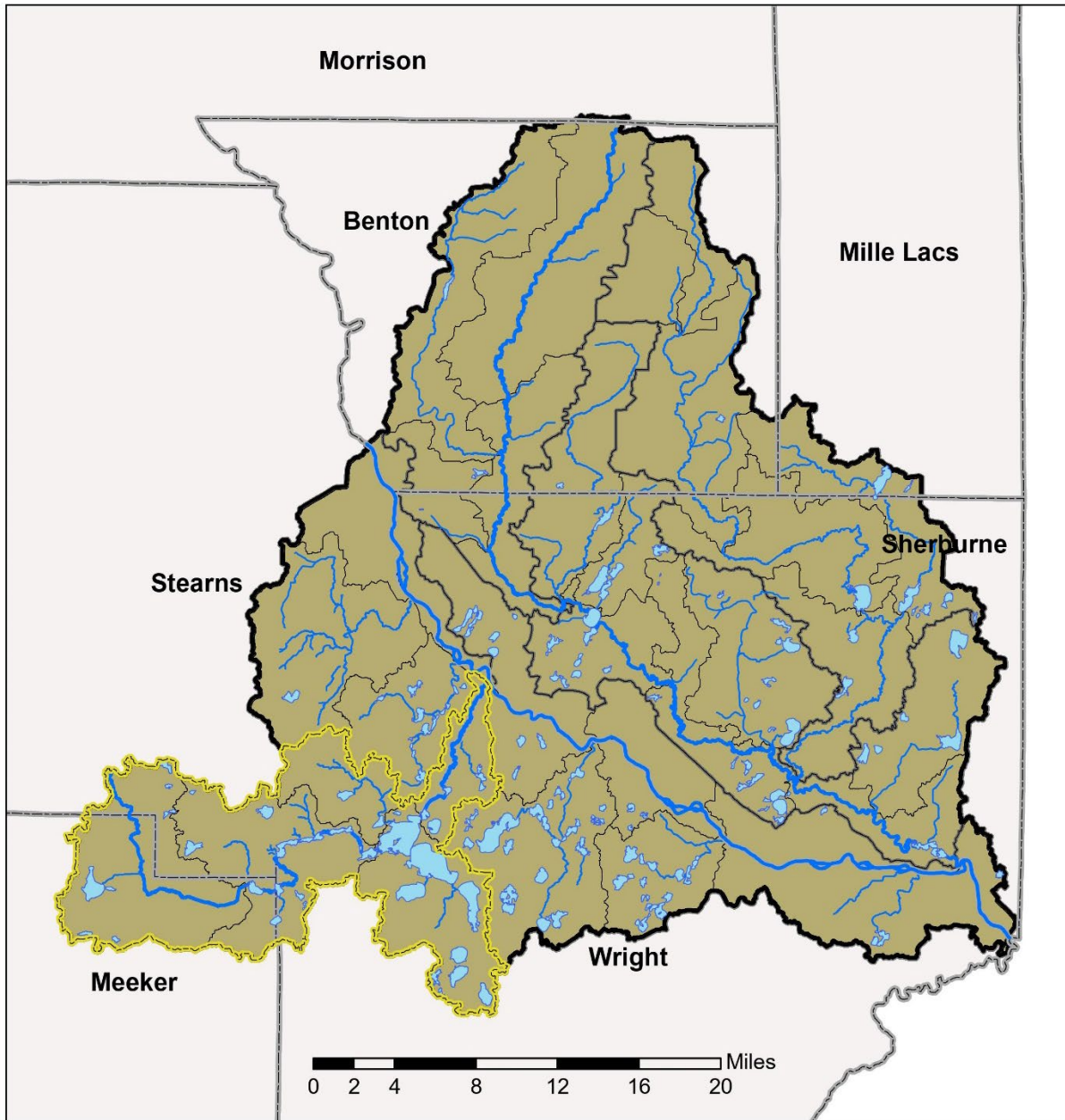
Learn more here: <https://www.ci.stcloud.mn.us/1686/Lake-George-Water-Quality-Improvement-Pr>.



Urban stormwater carries pesticides, oils, road salt, bacteria, litter, leaves, dirt and more down storm drains. St. Cloud's new filtration facility will filter out stormwater contaminants.

Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

Project Boundary



- | | |
|---|---|
|  Planning Boundary |  HUC 10 |
|  Clearwater River Watershed District |  HUC 12 |
|  Named Lakes |  County Boundaries |
|  Large Rivers |  Streams |

