



# Mississippi River St. Cloud One Watershed, One Plan

## Policy Committee Meeting Packet

<b>Date / Time:</b>	July 6 <sup>th</sup> , 2022 12:00pm – 3:00pm
<b>Location:</b>	In-Person: Sherburne County History Center - 10775 27th Ave SE, Becker, MN 55308 Virtual: <a href="https://us02web.zoom.us/j/89114376153">https://us02web.zoom.us/j/89114376153</a>
<b>Note Taker:</b>	Kendra Sommerfeld
<b>1w1p Website:</b>	WEBSITE COMING SOON
<b>Committee Representatives Invited:</b>	<b>Benton County</b> – Scott Johnson, <b>Benton SWCD</b> – Wade Bastian, <b>Clearwater River WD</b> – Bob Schiefelbein, <b>Meeker County</b> – Danny Schiefelbein, <b>Meeker SWCD</b> – Bob Schiefelbein, <b>Mille Lacs SWCD</b> – Dan Campbell, <b>Sherburne County</b> – Barb Burandt, <b>Sherburne SWCD</b> – Shelly Binsfeld, <b>Stearns County</b> – Tarryl Clark, <b>Stearns SWCD</b> – Tom Gregory, <b>Wright County</b> – Mary Wetter, <b>Wright SWCD</b> – Jeff Burns
<b>Individuals Copied:</b>	Policy Committee Alternate Members, Steering Committee Members, Darren Mayers – 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 and updated project timeline
- Review consultant proposals and staff notes

### Meeting Objectives

- Discuss MOA as a committee
- Interview consultants and provide recommendation to Fiscal Agent

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Meeting Agenda

Item	Page	Time	Topic	Task
1.		10 min	Welcome and Introductions <ul style="list-style-type: none"> <li>Name, LGU</li> </ul>	INFO
2.	2	3 min	Review and approve agenda <ul style="list-style-type: none"> <li>Approve meeting agenda</li> </ul>	ACTION
3.	4-6	2 min.	Review and approve 3-29-2022 meeting minutes <ul style="list-style-type: none"> <li>Approve meeting minutes</li> </ul>	ACTION
4.	7-17	30 min	Project Update <ul style="list-style-type: none"> <li>Project Timeline Update (<i>Cibulka</i>)</li> <li>DRAFT MOA Update (<i>Cibulka / Sommerfeld</i>)</li> <li>Bylaws Update (<i>Cibulka / Sommerfeld</i>)</li> </ul>	INFO / DISCUSS
5.	18-21	15 min	Interview Orientation <ul style="list-style-type: none"> <li>Staff Notes on Consultant Proposals (<i>Cibulka</i>)</li> <li>Interview Process (<i>Cibulka</i>)</li> </ul>	INFO
6.	22-25	40 min (1:00pm)	Candidate #1: EOR <ul style="list-style-type: none"> <li>Interview (<i>All</i>)</li> </ul>	DISCUSS
7.		5 min	<i>Transition between Candidates</i>	
8.	22-25	40 min (1:45pm)	Candidate #2: ISG <ul style="list-style-type: none"> <li>Interview (<i>All</i>)</li> </ul>	DISCUSS
9.		25 min	Candidate Recommendation <ul style="list-style-type: none"> <li>Policy Committee to discuss candidates and vote upon a reformation to fiscal agent (<i>All</i>)</li> </ul>	ACTION
10.		10 min	Determine Next Meeting Date/Schedule ( <i>Cibulka</i> ) <ul style="list-style-type: none"> <li>Bring your calendars to plan future meeting dates</li> </ul>	DISCUSS
11.			Adjourn	ACTION

Timekeeper: Francine Larson

### Supplemental Items (at end of packet)

- 1) Watershed Highlight (page 26) – 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 Boundary (page 27) – This map may be a useful reference as agenda items are reviewed.
- 3) Policy Committee Meeting Norms and Guidelines (page 28) – An outline of best practices for MRSC 1w1p Policy Committee meetings.

### Meeting #3

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Agenda Item #3: March 29, 2022 Policy Committee Meeting Minutes



# Mississippi River St. Cloud One Watershed, One Plan

## Policy Committee Meeting Minutes

*Proceedings of the Mississippi River – St. Cloud 1W1P Policy Committee Meeting held March 29, 2022.*

*Dan Cibulka called the meeting to order at 1:01 p.m.*

<b>Date / Time:</b>	March 29 <sup>th</sup> , 1 p.m. – 2:45 p.m.
<b>Location:</b>	In-Person: Sherburne County History Center - 10775 27th Ave SE, Becker, MN 55308 Virtual: <a href="https://us02web.zoom.us/j/83941875096">https://us02web.zoom.us/j/83941875096</a>
<b>Note Taker:</b>	Brittany Lenzmeier, Stearns SWCD
<b>1W1P Website:</b>	WEBSITE COMING SOON
<b>Committee Representatives Present:</b>	* <b>Benton County</b> – Scott Johnson, <b>Benton SWCD</b> – Wade Bastian, * <b>Clearwater River WD</b> – Bob Schiefelbein, * <b>Meeker County</b> – Danny Schiefelbein, * <b>Meeker SWCD</b> – Bob Schiefelbein, * <b>Mille Lacs SWCD</b> – Dan Campbell, <b>Sherburne County</b> – Barb Burandt, <b>Sherburne SWCD</b> – Shelly Binsfeld, * <b>Stearns County</b> – Tarryl Clark, <b>Stearns SWCD</b> – Tom Gregory, <b>Wright County</b> – Mary Wetter, <b>Wright SWCD</b> – Jeff Burns, * <b>Sherburne SWCD</b> – Kerry Saxton
<b>Individuals Copied:</b>	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
<b>Partners and Staff Present:</b>	Brad Wozney – BWSR, *Rebecca Carlson – Clearwater River WD, Francine Larson – Sherburne SWCD, Dan Cibulka – Sherburne SWCD, Luke Johnson – Wright SWCD, Alicia O’ Hare – Wright SWCD, Cole Loewen – Stearns County, Kendra Sommerfeld – Benton SWCD, Jerry Maciej – Benton SWCD, *Dennis Fuchs – Stearns SWCD, Brittany Lenzmeier – Stearns SWCD, *Susan Shaw – Mille Lacs SWCD

\*Attendees joined virtually via Zoom

### Welcome and Introductions.

- a. **Name, LGU.** Introductions of Policy Committee (PC) members, partners, and staff.
- a. **What is your favorite spring activity?** PC members, partners, and staff shared their favorite spring activity.

### Review and Approve Agenda.

- a. Cibulka reported the agenda in place will be used, however some flexibility is needed due to recent conversations on the Memorandum of Agreement (MOA). **Motion by Gregory to approve the agenda as presented, second by Burandt.** Affirmative: Johnson, Bastian, B. Schiefelbein, D. Schiefelbein, Campbell, Burandt, Binsfeld, Clark, Gregory, Wetter, Burns, Saxton. **Motion carried.**

### Review and Approve Minutes (3.1.2022).

Meeting #2

- a. **Motion by Wetter to approve the March 1, 2022, minutes as presented, second by Clark.** Affirmative: Johnson, Bastian, B. Schiefelbein, D. Schiefelbein, Campbell, Burandt, Binsfeld, Clark, Gregory, Wetter, Burns, Saxton.  
**Motion carried.**

### Project Updates.

- a. **Project Timeline Update.** Cibulka reported a project timeline is available in the meeting packet. Currently, there is a draft work plan in place and staff have been working on the Memorandum of Agreement (MOA). BWSR notified staff that the grant agreement must be submitted by May 1, however each participating entity must act on it. If the first deadline (May 1) is not met, the next deadline to submit the grant agreement is July 1. Once the grant agreement is executed, formal notifications and kick-off meetings will take place.

### Draft MOA.

- a. **Feedback on draft document.** Maciej reported that two options are available for organizational structure: Memorandum of Agreement (MOA) or Joint Powers Agreement (JPA). The attorney group representing the LGUs met on March 24 to review the draft MOA but declined to make a recommendation pending each LGU meeting with their attorney. Attorneys will be meeting with each LGU prior to the next attorney meeting on April 20.

Burns requested more information on what the difference is between a JPA and the MOA. Burns asked if there is verbiage available for the PC members to review on the JPA. Maciej stated that additional verbiage beyond the original draft MOA has not been provided at this time.

Wetter reported that she spoke with the Wright County Attorney, and he suggested moving forward with the JPA for more liability protection. Wozney reported as of now there are two existing 1W1P partnerships (one has completed the planning process and one is going through the planning process) that formed a Joint Powers Entity prior to any planning; this would be the first group who would form a Joint Powers Entity for the purpose of planning.

Binsfeld asked why the attorneys recommended a JPA rather than proceeding with the current MOA. Maciej reported that when the attorneys met, they recommended proceeding with the JPA. There was no updated MOA sent after the attorneys met in preparation for the meeting.

Loewen reported that the Sauk River Watershed 1W1P executed a Joint Powers Collaborative Agreement (JPCA) via a simple MOA following the BWSR template for the planning process. As the plan was being developed, the PC discussed what the structure should be to implement the plan. The PC had Minnesota Counties Intergovernmental Trust (MCIT) present on the different options, and they decided to continue using a collaborative model for implementation. A new JPCA was drafted for implementation as the JPCA for planning expired once planning was completed. Loewen stated that the Stearns County Board is not in favor of creating new entities as there are existing government entities that can collaborate and work together. Burns reported that the North Fork 1W1P is operating under an MOA and is currently in the implementation stage. Carlson reported that the Clearwater River Watershed District (CRWD) is working with their attorney and BWSR on some elements for the MOA agreement about planning alternatives for CRWD.

Binsfeld stated there is less of a liability risk during the planning process and moving forward with the MOA would give the PC members the opportunity to evaluate which direction to proceed once the planning process is completed. Burandt stated that the Sherburne Attorney recommends the Joint Powers Entity due to liability coverage. Bastian reported that the Benton SWCD Board will proceed based on the guidance provided from their attorney. S. Johnson stated that Benton County met with their attorney, and they suggested proceeding with the JPA.

### **Meeting #2**

Binsfeld requested that both options be available (MOA & JPA) at the next PC meeting to determine which direction to proceed. Burns stated that the PC could update verbiage from the drafts at the next meeting. Burandt stated that even if verbiage changes were small, it can still make a significant impact and recommends the attorneys review the final draft. Gregory stated that the documents should be available one week prior to the meeting. Maciej will request a draft from the attorneys and for an attorney (Benton County) to be present to go through the materials and answer questions.

- b. **Approve MOA (for LGB April Board Meeting consideration).** No MOA was approved due to feedback (see Draft MOA line-item a.).

**DRAFT Consultant Selection Process.**

- a. **Process discussion.** Maciej provided an update on the RFP process and timeline.

Topic	Date/Deadline
RFP Issued	February 15, 2022
RFP Questions Due	March 1, 2022
RFP Questions Returned	March 15, 2022
RFP Proposals Due	March 30, 2022 @ 4PM
RFP Interviews and Consultation Selection	Late April 2022-Early May 2022
Award Project	May 25, 2022

Once proposals are received, staff (on the steering committee) will review and score the proposals on the following criteria (total of 150 points):

- Qualifications/Experience in Firm (watershed-based planning experience, 1W1P experience, local knowledge/experience)
- Project Manager/Personnel Qualifications Experience (project manager, facilitator team, staff contingency planning)
- Approach (technical and facilitation approach)
- Process (schedule, budget)
- Disadvantaged Business Enterprise (DBE)

Once the proposals are reviewed and scored, staff will complete reference checks on the three finalists (verifying accuracy of proposals). Currently, if the PC moved forward with the MOA, the three would be invited to the PC meeting. The PC would select and provide a recommendation to Benton SWCD (the fiscal agent) who will make the official approval of the consultant. If the PC moves forward with a Joint Powers Agreement, the PC would be making the decision on the consultant. Binsfeld requested a new timeline on the consultant selection process to be available for the next meeting. Maciej will provide an updated timeline.

**Next Meeting Date/Schedule.**

- a. Clark recommended sending a poll out once all the Boards have met to determine the next meeting date. Binsfeld suggested April 27, April 28, or May 2 for possible future dates along with the second or third week of May. Cibulka will follow up with a poll.

*Cibulka adjourned the meeting at 2:37 p.m.*

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Agenda Item #4: Timeline Update

### Establish and Maintain Partnership (Nov 2021 – Jun 2024)



Last Task:	Current Task(s):	Next Task:
<i>MOA (draft), RFP distribution and bid evaluations</i>	<i>Finalize MOA, conduct consultant interviews</i>	<i>Submit Work Plan and signed MOAs, hire consultant, formal notifications, plan Kickoff Meeting, PC bylaws</i>

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## 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.”

**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 protect and enhance soil and water resources through the implementation of projects, practices, programs and regulatory controls that protect and improve water quality in order to preserve natural resources and habitat, ensure continued soil productivity, enhance public beneficial use of water resources and protect tax base; 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 Collaborative.
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, unless the Agreement is terminated earlier by agreement of the required parties, or if 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. to become a Party to this agreement, said governing board must execute the current version of this agreement.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Parties 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. If the remaining Parties determine an adverse impact will occur, the remaining Parties will hold discussions with BWSR regarding reallocation of duties, funds, and responsibilities of the project as a whole.
5. **General Provisions:**
  - a. **Funding:** Individual parties will not be required to contribute funds to this collaboration except as stated below. The expectation is that the BWSR grant will fully fund developing a *One Watershed, One Plan* plan pursuant to Minnesota Statutes § 103B.801.

At any time, the Fiscal Agent may advise the other Parties that, in the judgment of the Fiscal Agent, a consultant is not performing in accordance with the contract and will inform the Parties more specifically. Each Party will instruct its counsel as to its preferred course of action, and the Fiscal Agent will proceed in accordance with the position of a majority of Parties represented on the Policy Committee, as coordinated by counsel. The Parties, by reimbursing the Fiscal Agent at reasonable intervals, will share equally the cost that is unreimbursed by grant funds incurred to obtain performance by the consultant or a new consultant, and/or to resolve the matter through legal process, as the Parties have determined the course of action. Each Party will bear its internal costs incurred under this paragraph.

- b. **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.

- c. **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.
- d. **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 purposes of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(b). For purposes of Minnesota Statutes § 471.59, subd. 1a(a), no party agrees to be responsible for the acts or omissions of another party, and 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.
- e. **Records Retention and Data Practices:** The Parties agree that the records created pursuant to the terms of this Agreement will be retained by the fiscal agent in a manner that meets its records retention schedule that has been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that each will manage its records prepared or maintained in furtherance of the agreement in accordance with the Minnesota Government Data Practices Act. At the time this agreement expires, copies of all records will be turned over to the project fiscal agent Benton Soil and Water Conservation District for continued retention.
- f. **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.
- g. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- h. **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.

- i. **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.
- j. This is a collaborative effort by the Parties and as such, no employees shall be hired as part of this project.
- k. **Open Meeting Law:** The Policy Committee shall comply with the Minnesota Open Meeting law as set forth in Minnesota Statute Chapter 13D.
- l. **Contracts:** The fiscal agent will enter into agreements on behalf of the collaborative.

## 6. Administration:

- a. **Establishment of Committees for Development of the Plan.** Each party will designate one representative, who must be an elected or appointed member of its 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. A representative may only represent one party.
- 2. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
- 3. The TAC shall vet the TAC's issues prior to presenting the issues before the Policy Committee.
- 4. Matters subject to voting will be identified on the Policy Committee agenda seventy-two (72) hours in advance and not permitted to be added to the agenda at the meeting unless all committee members (or alternates) are present. Alternates may request all non-agenda items be tabled until the committee member is available.

### 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 recommendation to the Policy Committee, evaluating technical information, and ensuring integration of the Citizen Advisory Committee. TAC will meet monthly or as needed.

2. TAC will consist of LGU technical representatives (12 entities), state agency representatives (5 entities), USFWS, non-profit organizations, and USDA-NRCS representatives for a total of approximately 21 members.
3. TAC will make decisions by vote of a simple majority of the parties present at the meeting.
4. Matters subject to voting will be identified on the TAC agenda seventy-two (72) hours in advance and not permitted to be added to the agenda at the meeting unless all committee members are present.
5. The TAC shall vet all issues prior to presenting the TAC's issues before the Policy Committee.

### **iii. The Citizen Advisory Committee (CAC)**

1. CAC is responsible for advising and assisting both the PC and the TAC with its duties. The CAC will interact with the TAC on specific plan development elements, such as: identifying priority resource concerns, establishing measurable goals, and drafting implementation schedules. The CAC provides: recommendations to the TAC and/or PC about plan contents, feedback on watershed considerations from each member's unique perspective and a public input mechanism.
2. CAC may meet approximately 6 times throughout the Mississippi River St. Cloud One Watershed One Plan planning phase.
3. CAC members may consist of but not limited to; county highway and zoning staff, county water resource advisory committees, community water suppliers, municipalities, local non-profit groups organized around water, tribal nations, tribal communities, or tribal people, lake or river associations, citizen-based environmental groups, sporting organizations, and farm organizations/agricultural groups.
4. Approximately 12-25 members. The Boards of the Parties will recommend potential members to the PC and the PC will decide on the CAC's membership. 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. Steering Committee is responsible for logistical organization (not policy) of the planning process and associated meetings (e.g., setting agendas, coordinating meeting logistics, distilling feedback from various committees and provide specific direction to plan consultant(s)). It is comprised of the fiscal agent, employed, or contracted staff from the Parties, as well as BWSR staff acting as

advisors. Planning consultant(s) may also sit on this committee. 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 that adoption and implementation of the plan begins within 120 days of receiving notice of state approval. Each party upon approval of the plan will provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D. Each party will need to indicate in its resolution whether the plan will be supplemental to the party's water plan or will replace its water plan.
7. **Fiscal Agent:** Benton SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. The Fiscal Agent will receive recommendations from the Policy Committee before entering into a consultant contract.
  - b. As the Fiscal Agent is the named party under the grant agreement:
    - i. Serve as grantee, accept all fiscal responsibilities, and decision making associated with the BWSR grant agreement for developing a watershed-based plan.
    - ii. The fiscal agent, as grantee and as contracting party to consultant contracts, has final discretion with respect to selection of the consultant and management of those consultant agreements.
  - c. This grant of authority to the Fiscal Agent will not extend to the plan developed for the Mississippi River St. Cloud Watershed.
  - d. Perform financial transactions as part of grant agreement and contract implementation.
  - e. Annually provide a full and complete audit report.
  - f. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
  - g. 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 SWCD per its adopted record retention schedule).
8. **Grant Administration:** Benton SWCD 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 SWCD staff will coordinate, schedule, send notifications, prepare agendas for committees, and perform related tasks to keep the project moving as scheduled. Staff will 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 will maintain a 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:  
  
Sherburne SWCD  
Francine Larson or successor  
District Manager  
425 Jackson Ave NW Elk River, MN 55330  
Telephone: 763-220-3434  
  
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:

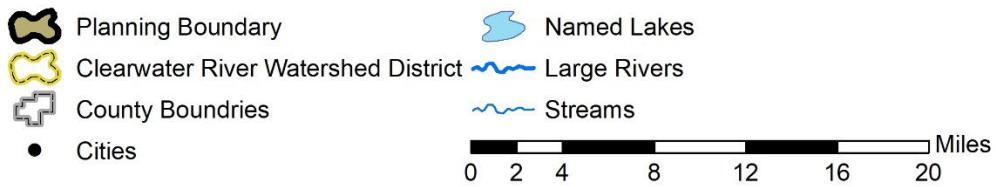
BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator/Auditor Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
Attorney

# Mississippi-Saint Cloud One Watershed One Plan



# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Agenda Item #5: Interview Process and Resources

1W1P Reference Check Mississippi St. Cloud

4/14/2022- Kendra and Rebecca

EOR	<p><b>Dan Mahoney, Village of Plover -- Retired</b></p> <p><b>Steve Khunz Msg 4/14/2022</b></p> <p><b>Returned call 4/19/2022</b></p>	<p><b>Zack Bothun Chippewa SWCD- Hawk Creek TMDL</b></p> <p><b>Msg 4/14/2022</b></p>	<p><b>Brian Watson, Dakota SWCD</b></p> <p><b>Msg 4/14/2022</b></p>
<p>Steve Khunz- Village of Plover (Dominque Swanstu is the new admin, 3 months in- but said he’s happy and had very good reports on all EOR staff from their previous staff). In his first 3 months he’s worked with Steve Gaffield from EOR as his primary contact, but Dan Mahoney had previous work with the rest of the staff and there were positive responses. The projects they have going now are Little Plover River restoration and wetland restoration.</p> <p>Zack Bothun: They did a great job. They’re entire planning process was consumed by covid. So big grain of salt for any complaints- lots of unplanned virtual meetings (wasn’t EOR’s fault). Covid carried through entire process. That aside they did well. Nice plan. Detailed, thorough. They did a good job. They had very limited data, had to use multiple models. Ag based. EOR team has a lot of experience and seem to have learned from each plan they’ve done- and he noted they’ll have all the documentation they’ve prepared for other projects, noted team cohesiveness for EOR.</p> <p>Brian Watson: Lots of good feedback on Camilla. She was at all the meetings for the Cannon River 1W1P. They’ve done other projects in Dakota County too. He said he thinks the differentiator between EOR and other firms (he mentioned ISG/ Houston) is they have more “fire power” than ISG and a better social style than ISG/ Houston. Social style meaning ow they integrated the social element of plan implementation so it wasn’t just model output. The other word Brian used about EOR a few times was he really liked their adaptability.</p>			
Was it satisfactory?	Yes. Great communication.	Yes.	Yes. He speaks for all local partners. They did run into some issues with BWSR but they were the 2 <sup>nd</sup> round, with their watershed they did not have modeling throughout. Mix & Match watershed areas. EOR showed great adaptability to work with conflicts with BWSR and support the partners and support with conflicts/ relationship building with the partners who were newer to working with eachother. They

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			supported the working group in working through a new process. Leadership conflicted w/ staff at BWSR/ MPCA on some items. Required modeling. PTMAP was model.
Was it on time?	Yes.	Extended grant twice-covid and implementation very common though – overall the delivered.	Their work / scope pieces were on time. The project was delayed but due to BWSR issue not EOR. He referenced EOR’s adaptability.
Was it on budget?	Yes.	Yes. They did well. Adjustment but that was for more work. The are now sending \$ back.	Yes. Was on budget with the change in scope. All the scope elements were on budget. He thinks EOR lost \$ on it. He never heard about it. BWSR / MPCA asked for more so they seemed to do more than was scoped.
What went well about their process?	Likes communication. Very fast response, quick to set up meetings they need.	Good presentation. Camilla is excellent public speaker. Excellent and distilling highly technical material to lay people. Great grasp on BWSR content requirements. They are flexible to policy / staff issues having trouble. So if our group is late, they will still be responsive and put stuff together.	Camilla was their lead. She was “so good at public meetings”. What he sees as EOR/ Camilla’s differentiator from ISG/ Houston is that EOR is much more social. Their input process was excellent. Social aspect meaning the “Plan” is not just engineering. EOR understands that you don’t get shovel ready projects from the models. Understands the social elements required to get work done to get waters off the impaired waters list.
What went poorly?	Nothing	Nothing.	No complaints about EOR.
What would they change?	Nothing	Some review process for tech memos. Drafts were rough. Formatting. Super minor. We should make clear the level of draft we expect. WE need to provide clear and concise direction about content.	Nail down modeling scope with BWSR. They were new in the process of 1W1P. But that wasn’t an EOR issue just his feedback on process.
Would they hire again?	Yes. Ongoing relation.	Yes. They interviewed well. Currently working with HEI (A month in on a project and Rachel and	Yes. Camilla does a wonderful job. Lots of positive comments for her.

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		Camilla he would say are equals).	
Notes:		Camilla, Rosie, 2 others on team. All personable, pleasant, Easy to work with. They received unclear guidance from BWSR Staff in the process. That made things difficult. His advice to us. You only get out of your consultant was you put in: So if our group is good the process will be good. We need a cohesive group. They had a small group that worked well together. One partner for them was difficult- can cause issues. Consultant can facilitate but won't take sides.	They are working with ISG on a new plan for another entity (North Cannon). He thinks EOR has more firepower than ISG.

<b>ISG</b>	<b>Courtney Phillips, Shell Rock River WD</b>	<b>Tiffany Determan, Isanti SWCD Email 4/14/2022</b>	<b>Ashley Gallagher, Dakota County SWCD Msg 4/14/2022</b>
<p>Courtney: Worked with Julie and Paul (Not Sarah or Jacob). She's only worked with Mark on wetland restoration, not 1W1P. Paul did most of their facilitation. The project moved from Respec to ISG.</p> <p>Tiffany: Tiffany didn't work with Sarah or Jacob, or anyone else on the proposed team. Julie was at all the meetings and very engaged in process. They were with Respec most of the time, tried to stick with them but then switched to ISG for Julie. They felt strongly about her expertise (Julie's)- but just didn't know the rest of the proposed team.</p> <p>Ashley: She originally thought of ISG as mostly harder engineering (ditches) but they've very recently added planning staff. Worked with Paul and Jacob – metro watershed plan. Feedback was about Paul though not Jacob. Didn't work with Sarah.</p>			
Was it satisfactory?	on the team, was satisfactory with Mark and Julie. Nothing bad to say. Sometimes the deadlines were late- or they would get late	Yes. But with Julie. She didn't know the rest of the team. And said Julie had such deep engagement with the	So far. It's early into the process, they don't have final plan only some early facilitation. Also pointed out it's a metro area planning process not a 1w1p. Good

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## Policy Committee Meeting Packet

	responses. 7PM emails. Hard working personable, detail driven, listen well, small watershed (4 entities- small on policy team), backed locals vs. state.	project- attending all meetings.	virtual tools developed. Materials good for open houses.  Main facilitator was Paul Marsden.
Was it on time?	no but- circumstances guided, some things went out super late via email- which she didn't like.	Yes, there were delays but circumstances beyond their control.	Yes. Not many deadlines though so far.
Was it on budget?	Hard to answer with the transition between firms.	Yes. They ran a little over. Who covered extra? They ate their overage.	NA, too new. Some of what they've provided she suspects was above what was proposed and she thinks not charged?
What went well about their process?	Staff she worked with was good at listening, personable.	One of the best things is that they did a good job at listening to what the locals wanted.	See above re materials.
What went poorly?	transition was difficult, but professional. They were more confident in the staff. They followed the staff (Paul & Julie). Paul had a learning curve when Julie left, staff maternity leave due - Again mentioned timelines pushed to last minute.	They really did a good job at listening to what the locals wanted**. As much as that was good- it didn't always lead to a good outcome.  (Shifting companies)	No. Early. But seems ok and believes it will be fine.
What would they change?	She wishes they would facilitate internally not externally for smoothness and scheduling	Can't think of anything	Not really. Not to approved plan phase yet. Started 9 months ago.
Would they hire again?	would hire them again (regardless of staff)	Yes (If Julie was deeply engaged as facilitator- their team had strong direction from Julie- Julie was at all their meetings )	Yes.
Notes:	No feedback on Sarah or Josh.		No real feedback on Josh or Sarah, good feedback on Paul.

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Agenda Item #6 and #8: Consultant Interview Resources

### Interview Date / Location:

July 6th, Sherburne County History Center

### Goal:

Review candidates, reach a majority decision on a recommendation to the fiscal agent.

### Interview schedule:

12:45 – 1:00 Interview orientation  
1:00 – 1:40 Consultant interview: EOR  
1:40 – 1:45 Transition  
1:45 – 2:25 Consultant interview: ISG  
2:25 – 2:50 Policy Committee discussion and consultant selection

### Interview format:

15 minutes Consultant will provide a presentation about their qualifications  
25 minutes Question and answer with the consultant

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Interview Questions: EOR

1. Give us your 2-minute “elevator speech” explaining 1W1P to a skeptical elected official who knows nothing about it?

*Notes:*

2. What are your biggest concerns with this project/schedule?

*Notes:*

3. Describe your project lead staff’s experience with facilitation. What exercises or processes will you use to facilitate group discussion?

*Notes:*

4. What would you do to ensure the project is completed on time?

*Notes:*

5. What expectations do you have of the participating local entities including BWSR, Policy Committee, Steering Committee, and local stakeholders?

*Notes:*

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Interview Questions: ISG

1. Give us your 2-minute “elevator speech” explaining 1W1P to a skeptical elected official who knows nothing about it?

*Notes:*

2. What are your biggest concerns with this project/schedule?

*Notes:*

3. Describe your project lead staff’s experience with facilitation. What exercises or processes will you use to facilitate group discussion?

*Notes:*

4. What would you do to ensure the project is completed on time?

*Notes:*

5. What expectations do you have of the participating local entities including BWSR, Policy Committee, Steering Committee, and local stakeholders?

*Notes:*

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Consultant Scoring Matrix

This consultant scoring matrix is provided as a tool the Policy Committee may use to guide decision-making. The Policy Committee may compare their relative rankings, pool their scores, or simply use the scores as a guide for discussion. It is not required to be used, nor does it need to be the sole determining factor in the end decision. The Policy Committee's goal is to reach majority decision on a firm to recommend to the fiscal agent for approval. Discussion with the alternate Policy Committee member is encouraged.

		Possible Points	EOR	ISG
Proposal	Team qualifications (ex. does the proposed team demonstrate a depth of bench/ solid expertise? Does the team makeup match expectations (PMs, facilitators, modelers, PEs?)	5		
	Lead staff qualifications (ex. does lead staff have adequate knowledge and expertise to manage a successful project?)	5		
	Technical / process approach	15		
	Facilitation approach	15		
Interview	Presentation	5		
	Interview question 1	10		
	Interview question 2	10		
	Interview question 3	10		
	Interview question 4	10		
	Interview question 5	10		
	Demeanor / Professionalism	5		
Other?	Other?			
	Total	100		

# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Watershed Highlight

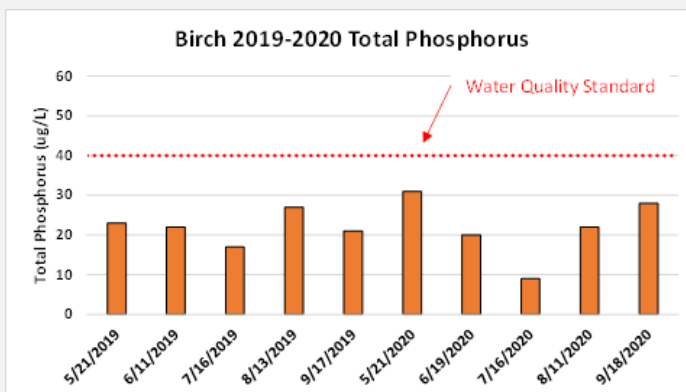
**Watershed Highlight:** (submitted by Sherburne SWCD)

### **Birch Lake, Sherburne County, Removed from Impaired Waterbodies List**

A series of Clean-Water Fund projects has resulted in Birch Lake, a 150-acre lake within Big Lake Township, to recently show improved water quality which resulted in its de-listing from the State of Minnesota Impaired Waters List.

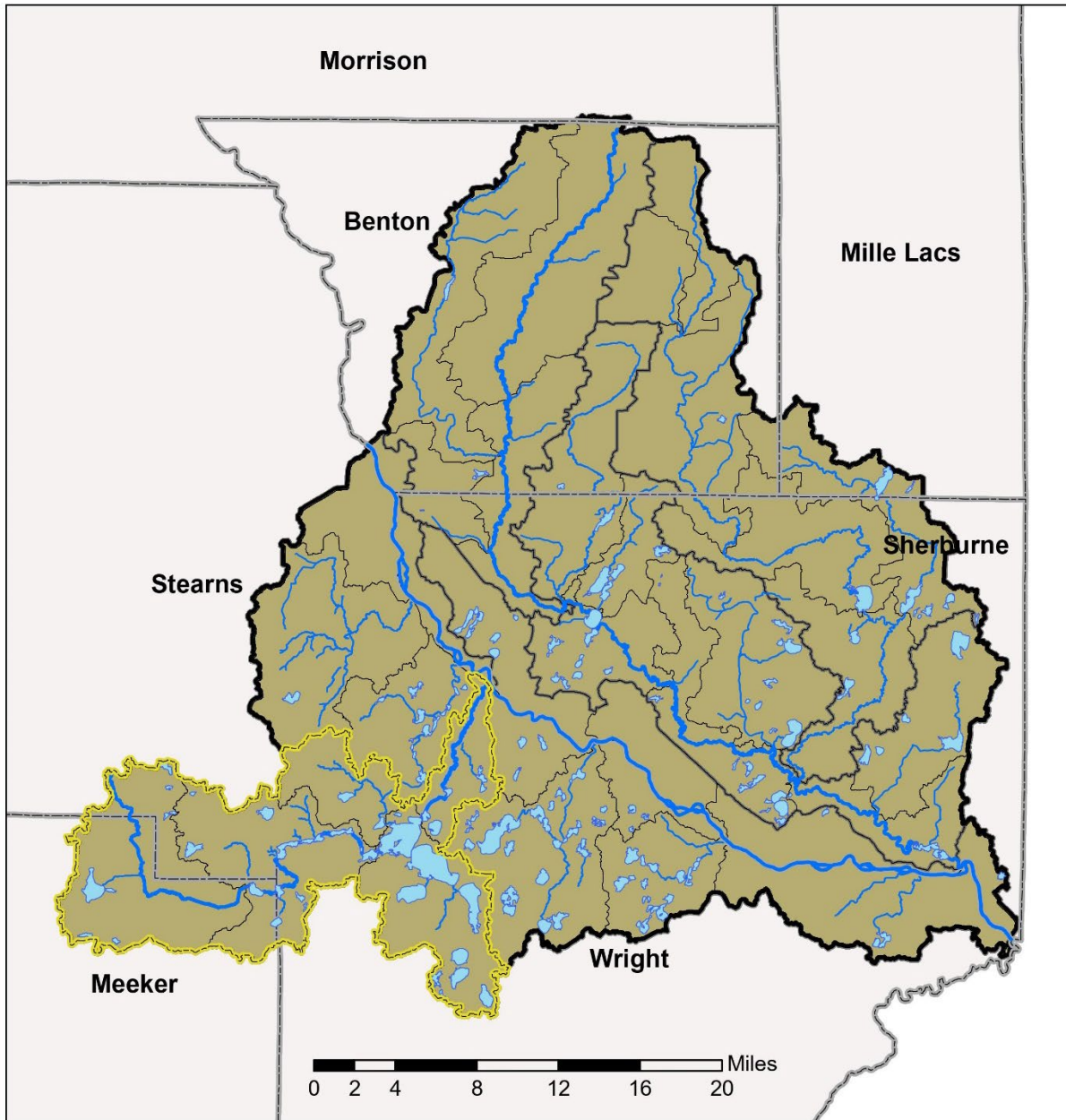
Birch Lake was listed in 2006 as nutrient impaired for aquatic recreation. With a 2013 Clean Water Funds Accelerated Implementation Grant from BWSR, Sherburne SWCD staff identified priority sub-watersheds as well as potential projects with the greatest dollar-per-pound reduction ratio (most efficient projects). In 2015, a Total Maximum Daily Load (TMDL) study was completed in partnership with MPCA and watershed partners that outlined the pollutant reductions necessary for the lake to achieve water goals. Finally, in 2016 a Clean Water Funds Projects & Practices Grant was secured to implement a number of stormwater practices along the lake's west side.

From 2016 to 2018, Sherburne SWCD worked with Big Lake Township and private residents to install a number of projects including two infiltration basins, ditch re-grading and berms, stormwater re-routing, slotted drains, and vegetation enhancements. Monitoring conducted by SWCD staff in 2019 and 2020 confirmed that the lake was meeting deep lake water quality standards. In 2022, the MPCA proposed a de-listing of the lake to the Environmental Protection Agency and this proposal was accepted.



# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## Project Boundary



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



# Mississippi River St. Cloud 1W1P Policy Committee Meeting Packet

## 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