

**Lower St. Croix Comprehensive Watershed Management Plan (CWMP)
Implementation Policy Committee**

Policy Committee

Meeting #1

**January, 25, 2021
4:00-6:00 PM**

Zoom Virtual Meeting

<https://us02web.zoom.us/j/86341536070?pwd=bTJLSmpDM0RtbWZlZ0pFRUtxTWc1QT09>

or

Call in to join: 929 205 6099

Meeting ID: 863 4153 6070

Passcode: 432171

Vision

The St. Croix River, groundwater, lakes, streams, rivers, wetlands, and upland habitat in the Lower St. Croix watershed sustain healthy ecosystems, recreation, public health, tourism, agriculture, the economy, and quality of life in our communities.

Mission

Guide protection and restoration of priority natural resources in the Lower St. Croix watershed over the next ten years through implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

Facilitator:

Angie Hong – EMWREP

Note taker: TBD

Invited:

Anoka SWCD: Sharon LeMay
 Brown's Creek WD: Craig Leiser
 Carnelian Marine St Croix WD: Wade Johnson
 Chisago County: Chris DuBose, Lance Petersen, and Mike Mergens
 Chisago SWCD: Jim Birkholz
 Comfort Lake Forest Lake WD: Jackie Anderson
 Isanti County: Susan Morris
 Isanti SWCD: Jerry Schaubach
 Middle St. Croix WMO: John Felleggy
 Pine County: Steve Hallan
 Pine SWCD: Doug Odegard
 South Washington WD: Kevin ChapdeLaine
 Sunrise River JP WMO: Janet Hegland
 Washington County: Fran Miron
 Washington SWCD: Diane Blake
 Valley Branch WD: Ed Marchan

Copied:

Policy Committee alternates; Advisory Committee members

Pre-work:

Review:

- 10-26-20 Policy Committee Meeting minutes
- Bylaw documents – New (draft), old planning bylaws, mark-up showing changes, and joint powers agreement for implementation of the plan
- Draft 2021-22 work plan

Agenda Items

| Topic | Purpose | Lead | Time |
|---|---------|------------------|---------|
| Welcome and introductions | INFO | Angie Hong | 5 min |
| Election of officers Roll-call vote | DECIDE | Policy Committee | 5 min |
| Approve agenda Roll-call vote | DECIDE | Policy Committee | 5 min. |
| Presentation: Brief overview of planning process, plan contents, and implementation timeline | INFO | Angie Hong | 10 min. |
| Review and consider approving October 26, 2020 meeting minutes Roll-call vote | DECIDE | Policy Committee | 5 min. |
| Review and consider approving draft bylaws for implementation Policy Committee Roll-call vote | INFO | J Riggs | 10 min. |
| Presentation: 2021-22 draft work plan | INFO | Planning team | 30 min. |
| Consider approving the draft work plan to send to local governing boards for final approval Roll-call vote | DECIDE | Policy Committee | 10 min |
| Set meeting schedule for 2021 | DECIDE | Policy Committee | 5 min. |
| Adjourn | DECIDE | Policy Committee | 5 min. |

**LOWER ST. CROIX ONE WATERSHED, ONE PLAN
POLICY COMMITTEE, MEETING 19**

OCT. 26, 2020 BOARD MINUTES

PENDING APPROVAL

Call to Order

Meeting called to order at 4:02pm by Chair Fran Miron.

Members Present: Anoka SWCD – Sharon Lemay
Brown’s Creek Watershed District – Craig Leiser
Carnelian Marine St Croix WD – Wade Johnson
Chisago County – Chris DuBose
Chisago SWCD – Jim Birkholz
Comfort Lake Forest Lake WD – Jackie Anderson (alt.)
Isanti County – Susan Morris
Isanti SWCD – Jerry Schaubach
Middle St. Croix WMO – John Fellego
South Washington Watershed District – Don Pereira
Sunrise River JP WMO - Janet Hegland
Washington County – Fran Miron
Washington SWCD – Diane Blake
Pine County- Stephen Hallan

Members absent: Pine SWCD – Doug Odegard

Staff Present: Angie Hong – EMWREP
Craig Mell – Chisago SWCD
Jamie Schurbon – Anoka SWCD
Maureen Hoffman – Washington County
Tiffany Determan – Isanti SWCD
Jerry Spetzman – Sunrise River WMO
Jay Riggs – Washington Conservation District
Matt Moore – South Washington Watershed District
Susanna Wilson-Witkowski – Chisago County
Mike Isensee – Carnelian-Marine-St. Croix Watershed District
Mike Kinney – Comfort Lake – Forest Lake Watershed District
Emily Heinz - Comfort Lake – Forest Lake Watershed District

Others attending: Barb Peichel – BWSR

AGENDA ITEMS

Introductions; Approve Oct. 26, 2020 agenda

Don Pereira has stepped down from the South Washington WD board but will continue to serve as the SWWD representative to the 1W1P Policy Committee through the end of the planning period. The SWWD board designated him as their representative at their October board meeting.

Sharon Schwartz will be moving outside the Brown's Creek WD in November and will no longer be serving on the BCWD board or as the alternate to the 1W1P Policy Committee.

Janet Hegland joined the meeting during staff introductions.

John Fellegly motioned to approve the agenda. Steve Hallan seconded the motion. The motion passed on a roll call vote with all in favor.

Approve July 27, 2020 meeting minutes

Susan Morris moved to approve the July 27, 2020 minutes. John Fellegly seconded. Roll call vote:

- Sharon Lemay, Chris DuBose, Jim Birkholz, Jackie Anderson, Susan Morris, Jerry Schaubach, John Fellegly, Diane Blake, Stephen Hallan, Janet Hegland - aye
- Craig Leiser, Don Pereira, and Fran Miron abstained because they were absent from the July 27 meeting.
- With 10/15 members voting yes, the motion to approve July 27, 2020 minutes passed.
- Chair Miron noted for future reference that board members can vote to approve meeting minutes even if they were not in attendance if they believe the minutes are accurate.

Update on BWSR Central Region Committee Meeting

Jay Riggs gave a short overview of the BWSR regional committee meeting. Barb Peichel said Jay and Fran Miron did a good job of presenting the LSC 1W1P plan and process to the committee. The plan was well received by the Committee and has been recommended for approval by the BWSR Board at its Oct. 28, 2020 meeting.

Fran Miron thanked staff for preparing a good presentation for the BWSR regional committee meeting and explaining the plan and process well.

Matt Moore congratulated the group for working as a team to complete the plan.

Wade Johnson joined the meeting.

Update from LSC Steering Committee on 2021 annual plan development

Angie Hong provided an update on Steering committee meetings held on Sept 24 and Oct 7. The steering committee will be meeting again on Dec. 14 after BWSR announces Clean Water Fund grant recipients. In 2021-22 \$1.2M in Watershed Based Implementation Funds (WBIF) will be distributed based on Policy Committee recommendations. Angie provided summary of priority tasks to be funded. The Steering Committee will come back to Policy Committee with a proposed budget in January 2021.

Steve Hallan asked about the goal to work with farmers owning more than 3000 acres of land in the LSC watershed. Craig Mell clarified that goal is to work with the owners of at least 3000 acres TOTAL – not to identify one farmer with 3000 acres.

Jackie Anderson asked to clarify that the expanded education program will only serve the portions of Anoka, Pine and Isanti Counties that are part of the Lower St. Croix Watershed.

Review Revised Joint Powers Collaboration Agreement

Jamie Schurbon discussed proposed changes to the JPC recommended by legal counsel and the planning team.

Craig Leiser requested that the representatives from Chisago County have background or experience in water management. Commissioner Chris Dubose explained that the county's intent is to have one county commissioner, one lake improvement district member, and one "other" representative, who will most likely be a farmer.

The group discussed proposed edits to section 7a that would change the approval needed from governing bodies from 2/3rds approval to less than 1/3rd in opposition. The edit was suggested by the attorney team to address Policy Committee concerns about a potentially cumbersome decision-making process. Both John Fellegly and Jerry Schaubach expressed concern about the proposed new language. John Fellegly preferred to have recommendations voted on and approved rather than automatically pass if there are no objections. Craig Leiser clarified that "no action" signifies approval with the new wording. Jackie Anderson said that the rest of the JPC requires 2/3 approval and that this change would be in conflict with the JPC. She suggested that this approach be explained in more common terms within the agreement. Fran Miron asked if the attorney team had concerns with the proposed change to section 7a. Jamie Schurbon clarified that the attorney team were the ones that recommended the change. Jim Birkholz suggested a minor wording change – that after adoption, the parties would also "communicate" their decision to the policy committee.

The policy committee decided to remove the 1/3 non-vote clause change in section 7a, and revert to the previous text with an approval structure requiring 2/3rds approval from the governing bodies.

Jerry Schaubach expressed concern about the language in section 4b that requires unanimous consent for any amendment to the agreement. After discussion, Policy Committee members decided to change the language to require 2/3rds approval for amendments to the agreement.

Craig Leiser provided additional grammatical edits.

Jackie Anderson expressed concern about Section 5f and 5g regarding data – that everyone maintain records the same way. It would be best if parties to the agreement maintained their data regarding the collaboration in a similar manner.

Jackie Anderson questioned section 8d that states a party to the agreement must bear the costs it incurs to participate, unless grant funds can cover the expense. She noted that this could be a heavy burden for Chisago SWCD and Washington Conservation District if they take on administrative roles. Craig Mell and Jay Riggs agreed and appreciated the comment, but said they were comfortable accepting the roles and risk of uncompensated work at this time.

Consider approval of revised JPC agreement

Jamie Schurbon summarized the policy committee preferences for changes the JPC:

- Section 2b: Change the time period for initial parties to join from 120 days to 60 days.
- Section 7b: Specify that all three Chisago County representatives do not need to be county commissioners.
- Section 8b: Change the initial administrative coordinator to Chisago and Washington SWCDs.
- Minor grammatical corrections throughout the document.
- Do NOT make the proposed change to 7a that would have changed the governing bodies approval threshold from 2/3rds approval to 1/3rds opposition.

Jerry Schaubach moved to recommend the revised JPC to each partner's local governing body for approval. Chris Dubose seconded. The motion passed on a roll call vote with all in favor.

Discuss plan adoption steps

Jamie Schurbon summarized the plan adoption process. A sample resolution and guidance memo have been provided to the committee and staff, and a revised JPC will be provided to staff following this meeting. All parties should engage with their own legal counsel.

When updating the sample resolution, each adopting entity will need to change the language to explain what plan adoption means for them. Jackie Anderson asked if the options of "replace", "supplement", or "use as guidance" are defined by BWSR. Barb Peichel said that Julie Westerlund is working on those definitions, but none are presently available.

Jamie Schurbon stated that governing bodies will have 60 days following BWSR Plan approval to become initial parties to the agreement. Therefore, the anticipated deadline to join will be

December 28, 2020. Partners may join the agreement later, but if they do, they will not be in place early enough to review and approve the 2021 annual work plan.

When parties join the JPC and adopt the plan, they also need to authorize a representative to serve on the Policy Committee. This will be a new Policy Committee for the purposes of plan implementation. Current members of the planning Policy Committee may serve this role, but will need a new authorization by their governing board. This must be done by Dec. 28, 2020, and can not wait until January 2021 when boards make other committee assignments.

John Fellegly asked how Valley Branch Watershed District would become part of the Joint Powers Collaborative. Craig Leiser said he has talked to VBWD engineer John Hansen and Board President Jill Lucas and offered to attend one of their meetings. Maureen Hoffman will help to coordinate. Jamie Schurbon noted that VBWD is an eligible party and will have an equal opportunity to participate in the plan implementation.

The new Policy Committee will need to meet in early January 2021 in order to stay on track for BWSR grant implementation deadlines. Angie Hong will send out an email poll to find a meeting date, most likely within the first week of January. The group suggested that it may work to continue meeting on Mondays from 4-6pm but move the meeting date from the fourth Monday of the month to the first.

Wrap up and adjourn

Fran Miron suggested that he could close meeting as chair without need to take a roll-call vote. Craig Leiser motioned to adjourn the meeting. John Fellegly seconded the motion. As such, the group was required to take a roll call vote. All members voted yes and the meeting was adjourned at 4:53pm.

Lower St. Croix
Comprehensive Watershed Management Plan

Policy Committee Bylaws

DRAFT 1-25-21

These bylaws establish rules governing the conduct of business by the Policy Committee for implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

ARTICLE I: PURPOSE

1. The purpose of the Policy Committee is to oversee implementation of the Lower St. Croix Comprehensive Watershed Management Plan within the governance structure outlined in the Joint Powers Agreement.
2. The Policy Committee has the responsibility to develop and make recommendations on those matters that require approval by the governing boards of the Parties, including, but not limited to, annual work plans, additional parties to this Agreement, revisions and modifications to this Agreement and amendments to the Plan. Each member of the Policy Committee member shall serve as a liaison to his or her respective governing board; keep such governing board informed on the implementation of the Plan; and ensure that the preferences and ideas of such governing board are communicated to the Policy Committee.
3. The Member local units of government in the Joint Powers Agreement are Chisago County, Isanti, County, Pine County, Washington County, Anoka Conservation District, Chisago Soil and Water Conservation District (SWCD), Isanti SWCD, Pine SWCD, Washington Conservation District, Brown’s Creek Watershed District, Carnelian Marine St. Croix Watershed District, Comfort Lake Forest Lake Watershed District, South Washington Watershed District, Valley Branch Watershed District, Middle St. Croix Watershed Management Organization, and Sunrise River Watershed Management Organization. Members may be added or withdrawn in accordance with the Joint Powers Agreement.
4. The Policy Committee will operate until termination of the Joint Powers Agreement on December 31, 2031.

ARTICLE II: MEMBERSHIP PROVISIONS

1. The Policy Committee shall be composed of one representative from each Party to the Joint Powers Agreement, except that Chisago County shall have three representatives seated on the Policy Committee. Each party may also have one alternate in the absence of the designated representative. With exception of Chisago County, representatives and alternates must be an elected or appointed member of that Party’s governing board and selected by the Party’s governing board. The Chisago County Board of Chisago County must appoint three representatives to the Policy Committee, with one representative and an alternative representative each being a Commissioner and the two other representatives and respective alternatives to the Policy Committee appointed by the Chisago County Board of Commissioners as it may determine as appropriate. The term of each representative is decided by the appointing governing board.

2. 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.
3. 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.
 - a. 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.
 - b. The Vice Chairperson shall:
 - i. Discharge the Chairperson's duties in the event of the absence or disability of the Chairperson.
 - c. The Secretary shall:
 - 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.
2. An Officer will serve until replaced by the election of a successor. No Policy Committee member may hold more than one office at a time.
3. 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.

4. The Policy Committee will request the respective local unit of government participant to replace their representative member if that representative member misses two (2) consecutive meetings without notice to the Chairperson.

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 Lower St. Croix One Watershed One Plan website.
2. The conduct of all meetings of the Policy Committee shall be generally governed by the most recent edition of Robert's Rules of Parliamentary Law.
3. A quorum for decision-making shall consist of at least 50% plus one of the representatives.
4. Notice of Policy Committee meetings and a proposed agenda shall be emailed, or mailed upon request, to all Policy Committee members and alternates not less than seven (7) days prior to the scheduled meeting date of the Policy Committee.
5. The minutes of any meeting shall be made available to all Policy Committee members prior to the next meeting.

ARTICLE V – VOTING

1. Each representative present shall have one vote. All decisions shall be approved by a supermajority vote of 2/3rds of those representatives present. All votes shall be made in person, and no representative may appoint a proxy for any question coming before any meeting for a vote.

ARTICLE VI – COMPENSATION

1. Policy Committee members may be compensated by the member local unit of government they represent for meetings and expenses incurred, according to the policies of the local unit of government.
2. Policy Committee members may not be compensated for meeting time and expenses using funds granted by the State for the purpose of implementing the Lower St. Croix Comprehensive Watershed Management 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 Advisory Committee will advise the Policy Committee on implementation of the Lower St. Croix Comprehensive Watershed Management Plan and shall bring an annual work plan to the Policy Committee for review every year.
 - a. Each Partnership member local government unit shall designate a representative to the Advisory Committee.
 - b. The Advisory Committee shall also include representatives from Minnesota's principal water management or plan review state agencies (Board of Water and Soil Resources, Department of Agriculture, Department of Health, Department of Natural Resources, Metropolitan Council and Pollution Control Agency). Each agency will designate a lead contact person from its agency to participate on the Advisory Committee.
 - f. The Advisory Committee may form subcommittees to increase Advisory Committee effectiveness or to address specific topics or project areas. Each subcommittee shall report to the Advisory Committee.

ARTICLE VIII: MEETING LOCATION

1. All regular meetings of the Policy Committee will be held at a location within the Lower St. Croix watershed. In the event that a state of emergency or state of disaster prevents meeting in person, meetings may be held online in accordance with Minnesota Public Meeting Laws.

ARTICLE IX: MISCELLANEOUS

1. Portions of these bylaws may be suspended temporarily by a two-thirds vote of the Policy Committee.
2. Addition to, alteration, or repeal of any part of these bylaws by the Policy Committee may be made at any meeting by a two-thirds vote of the Policy Committee, provided that thirty (30) days advance written notice of the proposed change has been given to each member of the Policy Committee.
3. Bylaws and rules of procedure shall comply with relevant statutory provisions and be in as much as possible consistent with the terms of the Joint Powers Agreement. In the event of conflict or ambiguity, the terms of the Joint Powers Agreement shall prevail.
4. 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

1. These By-laws were adopted by a vote of _____ ayes and _____ nays by the members of the Policy Committee on _____, 2021.

(Secretary signature & organization)



One Watershed One Plan

Policy Committee Bylaws of the
Lower St. Croix Watershed Policy Committee

ADOPTED August 27, 2018

These bylaws establish rules governing the conduct of business by the Policy Committee of the Lower St. Croix Watershed One Watershed, One Plan (1W1P).

ARTICLE I: PURPOSE

1. The purpose of the Policy Committee is to decide on the content of the 1W1P, . Members of the Policy Committee serve as liaisons to their respective boards and act on behalf of their Board.
2. The Policy Committee operates under a Memorandum of Agreement. The Member local units of government are Chisago County, Isanti, County, Pine County, Washington County, Anoka Conservation District, Chisago Soil and Water Conservation District (SWCD), Isanti SWCD, Pine SWCD, Washington Conservation District, Brown’s Creek Watershed District, Carnelian Marine St. Croix Watershed District, Comfort Lake Forest Lake Watershed District, South Washington Watershed District, Middle St. Croix Watershed Management Organization and Sunrise River Watershed Management Organization. Members may be added or withdrawn in accordance with the Memorandum of Agreement.

ARTICLE II: MEMBERSHIP PROVISIONS

1. The membership of the Policy Committee shall be comprised of representatives designated by the governing board of each local unit of government party to the Memorandum of Agreement. . 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 may be designated by each local unit of government party to the Memorandum of Understanding. Alternates must be appointed or elected officials. Alternates may participate in decision making when the regular Policy Committee member is absent.
5. 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.
 - a. 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.
 - b. The Vice Chairperson shall:
 - i. Discharge the Chairperson's duties in the event of the absence or disability of the Chairperson.
 - c. The Secretary shall:
 - 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. No Policy Committee member may hold more than one office at a time.
3. 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.
4. The Policy Committee will request the respective local unit of government participant to replace their representative member if that representative member misses two (2) consecutive meetings without notice to the Chairperson.

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 Lower St. Croix One Watershed One Plan website.
2. The conduct of all meetings of the Policy Committee shall 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 shall be made in person, 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 not less than seven (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.

ARTICLE V – VOTING

1. Each party to the memorandum of understanding 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 plan submittal to the State for review or final plan approval.

ARTICLE VI – COMPENSATION

1. Policy Committee members may be compensated by the member local unit of government they represent for meetings and expenses incurred, according to the policies of the local unit of government.
2. Policy Committee members may not be compensated for meeting time and expenses using funds granted by the State for the purpose of developing the *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 and act to approve all Advisory Committee members. The Advisory Committee 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.
 - a. A member of the Policy Committee or an alternate will be assigned by the Chairperson to meet with the Advisory Committee as an ex-officio member.

- b. Each Partnership member local government unit shall designate a representative to the Advisory Committee.
- c. The Advisory Committee shall also include representatives from Minnesota's principal water management or plan review state agencies (Board of Water and Soil Resources, Department of Agriculture, Department of Health, Department of Natural Resources, [Metropolitan Council](#) and Pollution Control Agency). Each agency will designate a lead contact person from its agency to participate on the Advisory Committee. Additional agency or other persons may participate as Advisory Committee members depending on the desire of the Policy Committee or the needs of the Advisory Committee.
- d. The members of the Advisory Committee shall elect a chairperson, a vice chairperson, and a recording secretary to serve for the duration of the Planning Phase.
- f. The Advisory Committee may form subcommittees to increase Advisory Committee effectiveness or to address specific topics or project areas. Each subcommittee shall report to the Advisory Committee.

ARTICLE VIII: MEETING LOCATION

1. All regular meetings of the Policy Committee will be held at a location within the Lower St. Croix watershed.

ARTICLE IX: MISCELLANEOUS

1. Portions of these bylaws may be suspended temporarily by a two-thirds vote of the Policy Committee.
2. Addition to, alteration, or repeal of any part of these bylaws by the Policy Committee may be made at any meeting by a two-thirds vote of the Policy Committee, provided that thirty (30) days advance written notice of the proposed change has been given to each member of the Policy Committee.
3. The Policy Committee's official records and the requirements of the BWSR grant agreement shall be maintained by the fiscal agent, Chisago SWCD. The maintenance and disposition of these records shall be in accordance with applicable laws.
4. All expenses incurred by the Policy Committee or the Advisory Committee must be authorized by the Chisago SWCD board of supervisors. Chisago SWCD will provide a grant fiscal report at each Policy Committee meeting, but no more frequently than monthly, which itemizes approved grant expenditures and remaining funds...
5. 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

1. These By-laws were adopted by a vote of _____ ayes and _____ nays by the members of the Policy Committee on _____, 2018.

(Secretary signature & organization)

Lower St. Croix
Comprehensive Watershed Management Plan

Policy Committee Bylaws

DRAFT 1-25-21

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3. The Member local units of government in the Joint Powers Agreement are Chisago County, Isanti, County, Pine County, Washington County, Anoka Conservation District, Chisago Soil and Water Conservation District (SWCD), Isanti SWCD, Pine SWCD, Washington Conservation District, Brown’s Creek Watershed District, Carnelian Marine St. Croix Watershed District, Comfort Lake Forest Lake Watershed District, South Washington Watershed District, **Valley Branch Watershed District**, Middle St. Croix Watershed Management Organization, and Sunrise River Watershed Management Organization. Members may be added or withdrawn in accordance with the Joint Powers Agreement.
4. The Policy Committee will operate until termination of the Joint Powers Agreement on December 31, 2031.

ARTICLE II: MEMBERSHIP PROVISIONS

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2. 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.
3. 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.

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1. The Officers of the Policy Committee shall consist of a Chairperson, Vice Chairperson, and a Secretary elected by members of the Policy Committee.
 - a. 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.
 - b. The Vice Chairperson shall:
 - i. Discharge the Chairperson's duties in the event of the absence or disability of the Chairperson.
 - c. The Secretary shall:
 - 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.
2. An Officer will serve until replaced by the election of a successor. No Policy Committee member may hold more than one office at a time.
3. 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.

4. The Policy Committee will request the respective local unit of government participant to replace their representative member if that representative member misses two (2) consecutive meetings without notice to the Chairperson.

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 Lower St. Croix One Watershed One Plan website.
2. The conduct of all meetings of the Policy Committee shall be generally governed by the most recent edition of Robert's Rules of Parliamentary Law.
3. A quorum for decision-making shall consist of at least 50% plus one of the representatives.
4. Notice of Policy Committee meetings and a proposed agenda shall be emailed, or mailed upon request, to all Policy Committee members and alternates not less than seven (7) days prior to the scheduled meeting date of the Policy Committee.
5. The minutes of any meeting shall be made available to all Policy Committee members prior to the next meeting.

ARTICLE V – VOTING

1. Each representative present shall have one vote. All decisions shall be approved by a supermajority vote of 2/3rds of those representatives present. All votes shall be made in person, and no representative may appoint a proxy for any question coming before any meeting for a vote.

ARTICLE VI – COMPENSATION

1. Policy Committee members may be compensated by the member local unit of government they represent for meetings and expenses incurred, according to the policies of the local unit of government.
2. Policy Committee members may not be compensated for meeting time and expenses using funds granted by the State for the purpose of implementing the Lower St. Croix Comprehensive Watershed Management 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 Advisory Committee will advise the Policy Committee on implementation of the Lower St. Croix Comprehensive Watershed Management Plan and shall bring an annual work plan to the Policy Committee for review every year.
 - a. Each Partnership member local government unit shall designate a representative to the Advisory Committee.
 - b. The Advisory Committee shall also include representatives from Minnesota's principal water management or plan review state agencies (Board of Water and Soil Resources, Department of Agriculture, Department of Health, Department of Natural Resources, Metropolitan Council and Pollution Control Agency). Each agency will designate a lead contact person from its agency to participate on the Advisory Committee.
 - f. The Advisory Committee may form subcommittees to increase Advisory Committee effectiveness or to address specific topics or project areas. Each subcommittee shall report to the Advisory Committee.

ARTICLE VIII: MEETING LOCATION

1. All regular meetings of the Policy Committee will be held at a location within the Lower St. Croix watershed. In the event that a state of emergency or state of disaster prevents meeting in person, meetings may be held online in accordance with Minnesota Public Meeting Laws.

ARTICLE IX: MISCELLANEOUS

1. Portions of these bylaws may be suspended temporarily by a two-thirds vote of the Policy Committee.
2. Addition to, alteration, or repeal of any part of these bylaws by the Policy Committee may be made at any meeting by a two-thirds vote of the Policy Committee, provided that thirty (30) days advance written notice of the proposed change has been given to each member of the Policy Committee.
- ~~3. The Policy Committee's official records and the requirements of the BWSR grant agreement shall be maintained by the fiscal agent, Chisago SWCD. The maintenance and disposition of these records shall be in accordance with applicable laws.~~
4. Bylaws and rules of procedure shall comply with relevant statutory provisions and be in as much as possible consistent with the terms of the Joint Powers Agreement. In the event of conflict or ambiguity, the terms of the Joint Powers Agreement shall prevail.
5. 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

1. These By-laws were adopted by a vote of _____ ayes and _____ nays by the members of the Policy Committee on _____, 2021.

(Secretary signature & organization)

1 **JOINT POWERS AGREEMENT**
2 **FOR THE IMPLEMENTATION OF**
3 **THE LOWER ST. CROIX COMPREHENSIVE WATERSHED MANANGEMENT PLAN**
4

5 Pursuant to Minnesota Statute Section 471.59, this Joint Powers Agreement is entered by
6 and between the political subdivisions and local units of governmental units of the State of
7 Minnesota and identified, as follows:

8 The Counties of Anoka, Chisago, Isanti, Pine, Ramsey and Washington each by and
9 through its respective Board of Commissioners (collectively referred to as the Counties);

10 The Anoka, Chisago, Isanti, Pine and Washington Soil and Water Conservation Districts,
11 each by and through its respective Board of Supervisors (collectively referred to as the
12 SWCDs);

13 The Brown’s Creek, Carnelian Marine St. Croix, Comfort Lake Forest Lake, South
14 Washington and Valley Branch Watershed Districts, each by and through its respective
15 Board of Managers (collectively referred to as the Watershed Districts); and

16 The Middle St. Croix, and Sunrise River Joint Powers Watershed Management
17 Organizations, each by and through its respective governing board (collectively referred
18 to as the Watershed Management Organizations).

19 Together, the above identified Counties, SWCD’s, Watershed Districts and Watershed
20 Management Organizations collectively formed the Lower St. Croix Watershed Implementation
21 Partnership and for purposes of this Agreement, said political subdivisions and local units of
22 government and those added in accordance with the terms of this Agreement are herein
23 collectively referred to as “Parties” and individually, as “Party.”
24

25 **RECITALS**

26 WHEREAS, pursuant Minnesota Statutes Section 103B.305, Subd. 5 and 103B.3363, each of the
27 Parties to this agreement is a local unit of government having the responsibility and authority to
28 separately or cooperatively, by joint agreement pursuant to Minnesota Statute Section 471.59, to
29 prepare, develop, adopt, implement and administer a comprehensive local water management
30 plan, as defined pursuant to Section 103B.3363, subd. 3, or a comprehensive watershed
31 management plan, as a substitute thereof, and carry out implementation actions, programs and
32 projects toward achievement of goals and objectives of such plans.
33

34 WHEREAS, pursuant to Minnesota Statute Sections 103B.101 and 103B.801, the Minnesota
35 Board of Water and Soil Resources (BWSR) is authorized, amongst things, to coordinate the
36 water and resource planning and implementation activities of counties, soil and water
37 conservation districts, watershed districts and watershed management organizations and to
38 administer and oversee the Minnesota Comprehensive Watershed Management Planning
39 Program, known as the One Watershed, One Plan program; and
40

1 WHEREAS, each of the Parties exercises water management authority and responsibility within
2 the Lower St. Croix River Watershed Management Area, a geographical area consisting of those
3 portions of Anoka, Chisago, Isanti, Pine, Ramsey and Washington counties that drain into the St.
4 Croix River watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

5
6 WHEREAS, the Parties have previously entered into the Lower St. Croix Watershed
7 Memorandum of Agreement for the purpose to collaboratively develop, as local government
8 units, a coordinated comprehensive watershed management plan for the Lower St. Croix River
9 planning boundary ; and

10
11 WHEREAS, in accordance with BWSR policy, the Memorandum of Agreement for planning
12 established a framework of consistency and cooperation through a governing structure having a
13 Policy Committee and an Advisory Committee and provisions that the role and authority of the
14 governing bodies of the Parties, the Policy Committee and Advisory Committee; and

15
16 WHEREAS, in accordance with BWSR policy adopted pursuant to Minnesota Statute Section
17 103B.801, the Parties have developed the Lower St. Croix Comprehensive Watershed
18 Management Plan, hereinafter referred to as the “Plan” and it is the intent of the Parties that said
19 Memorandum of Agreement shall remain in full force and effect and this Agreement shall not be
20 construed as to modify or supplant the terms or provisions of the Memorandum of Agreement;
21 and

22
23 WHEREAS, with matters that relate to coordination of water management authorities pursuant to
24 Minnesota Statute Chapters 103B, 103C, and 103D and with public drainage systems pursuant to
25 Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the
26 public drainage system authorities; and

27
28 WHEREAS, this Agreement and the Lower St. Croix Comprehensive Watershed Management
29 Plan does not replace or supplant local land use, planning, or zoning authority of the respective
30 Parties and the Parties intend that this Agreement shall not be construed in that manner.

31
32 TERMS AND CONDITIONS

33
34 NOW THEREFORE, pursuant to Minnesota Statutes Section 471.59 and other relevant state law
35 and in consideration of the mutual promises and benefits that the parties shall derive herefrom,
36 all Parties hereby enter into this joint powers agreement and agree, as follows:

- 37
38 1. Purpose: This Agreement has the following purposes:
39

- 1 a. This Agreement establishes the terms and conditions, governing structure and
2 processes by which the Parties will jointly and cooperatively continue the planning
3 and the implementation of the Plan. Consistent with its terms and conditions, this
4 Agreement authorizes the Parties to cooperatively exercise their common and similar
5 power of local water planning and management notwithstanding the territorial limits
6 within which they may otherwise exercise separately.
7
- 8 b. This Agreement does not establish a joint powers entity. Rather, this Agreement
9 continues the collaborative governing structure established under the Memorandum
10 of Agreement and redefines the role and authority of the governing bodies, the Policy
11 Committee and Advisory Committee in the decision-making process as applicable for
12 implementation of the plan. This Agreement provides criteria and a process to add
13 additional local units of government as Parties to this Agreement.
14
- 15 c. This Agreement identifies the process of preparing, adopting and carrying out annual
16 work plans that will serve as the mechanism essential for Plan implementation.
17
- 18 d. This Agreement provides for the designation and appointment of a Party or Parties or
19 their representative to carry out the administrative responsibilities associated with the
20 continued collaborative planning and implementation of the Plan and to perform all
21 fiscal responsibilities associated Plan implementation.
22

23 2. Eligibility and Procedure to Become A Party
24

- 25 a. Qualifying Party: A county, SWCD, watershed district or watershed management
26 organization located and authorized to carry out water planning and resource
27 management responsibilities within the Lower St. Croix River Management Area is
28 eligible to become a Party to this Agreement.
29
- 30 b. Initial Parties: A county, SWCD, watershed district or watershed management
31 organization may be an initial Party through adoption of one or more resolutions by
32 its respective governing board that indicates its intent to be a Party to this Agreement;
33 that adopts and authorizes such local unit of government to enter into this Agreement;
34 and that adopts and begins implementation of the Plan, or later amendments, within
35 60 days of State approval of the Plan, or within 45 days of executing this Agreement,
36 whichever is later. Such local unit of government shall also give notice of plan
37 adoption in accordance with provisions of Minnesota Statutes Chapters 103B and
38 103D. Any qualifying county, SWCD, watershed district or watershed management
39 organization that desires to become a Party after expiration of the 60 day period for
40 joining as an Initial Party will be eligible to become a Party as an Additional Party
41 pursuant to Section 2.c., below

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c. Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan shall provide the Administrative Coordinator a formal statement that indicates its intent to become a Party to this Agreement and a certified copy of the resolution or motion adopted by its governing board that contains all of the following:

- i. A declaration of intent to join as a Party to the Agreement;
- ii. A statement that the local government unit is authorized to enter into and be bound by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee; and
- iii. A statement that the local government unit adopts the Plan.

Upon receipt of such certified documents, the Administrative Coordinator shall issue a signature page to the local government unit and instructions to execute and return the same along with the name and contact data of the representatives appointed by the local government unit to serve on the Policy Committee and the names and contact information of staff of the local government unit assigned to serve on the Advisory Committee. The local government unit will have all duties, rights and responsibilities as a Party to this Agreement upon filing with the Administrative Coordinator a copy of its authorized signature to this Agreement.

d. Procedure for Parties to Leave Membership of Agreement: Any Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made 90 days in advance of leaving. A Party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants associated with the Agreement until the grant has ended.

3. Payments and Financial Responsibilities of the Parties

Each Party is financially responsible for its costs and expenses incurred in implementing the Plan or in carrying out related implementation activities, projects, and programs.

4. Term and Termination

- a. Effective Date: This Agreement is effective upon signature of all initial Parties and will remain in effect until December 31, 2031, unless terminated consistent with terms of this Agreement or as otherwise provided under law.
- b. Review: Commencing in the second year following the effective date of this Agreement and continuing each year thereafter, the Policy Committee will annually conduct a review of the adequacy and effectiveness of the joint and collaborative partnership provided by this Agreement and the governing structure of the Policy Committee. With the assistance of the Advisory Committee, the Policy Committee shall prepare a report on its findings and provide recommendations as appropriate to

1 governing boards of the Parties. The report and recommendations should be
2 submitted to the governing boards at the time in which the Policy Committee
3 provides its recommendation on the proposed annual work plan. Any
4 recommendation of the Policy Committee to revise a term or condition of this
5 Agreement will only become effective upon 2/3rds approval of the governing boards
6 of the then present Parties.

- 7 c. Termination: This Agreement may be terminated by resolution adopted by the
8 governing bodies of all of the then existing Parties. The parties acknowledge their
9 respective and applicable obligations, if any, under MN Statutes Section 471.59,
10 Subd. 5 after the agreement has been terminated or the purpose of the Agreement has
11 been completed.

12
13 5. General Provisions

- 14 a. Compliance with Laws/Standards: The Parties agree to abide by all federal,
15 state, and local laws; statutes, ordinances, rules and regulations now in effect or
16 hereafter adopted pertaining to this Agreement.
- 17 b. Timeliness: The Parties agree to perform the obligations under this Agreement
18 in a timely manner and inform each other about delays that may occur.
- 19 c. Liability and Insurance: Each Party shall be liable for the acts, errors and omissions
20 of its respective officers, employees or agents and each Party shall carry liability
21 insurance coverage of not less than \$1.5 million per occurrence, the maximum
22 liability for each Party as provided under Minnesota Statutes Section 466.04. The
23 Parties may participate in a self-insurance pool to meet this requirement.
- 24 d. Indemnification: The provisions of the Municipal Tort Claims Act, Minnesota
25 Statute Chapter 466 and other applicable laws govern liability of the Parties. To the
26 full extent permitted by law, actions by the Parties, their respective officers,
27 employees, and agents pursuant to this Agreement are intended to be and shall be
28 construed as a “cooperative activity.” It is the intent of the Parties that they shall be
29 deemed a “single governmental unit” for the purpose of liability, as set forth in
30 Minnesota Statutes Section 471.59, subd. 1a(a). For purposes of Minnesota Statutes
31 Section 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not
32 create any liability or exposure of one party for the acts or omissions of any other
33 party. If a Party is found responsible for any liability associated with the actions of
34 the Lower St. Croix One Watershed, One Plan Policy Committee or implementation
35 of the Comprehensive Watershed Management Plan, said Party agrees to indemnify
36 and hold harmless any of the other non-labile parties of this Agreement for any
37 defense costs and expenses associated with any such claim.
- 38 e. Employee Status: The respective employees and agents of each Party shall remain
39 the employees of each individual respective Party.
- 40 f. Data Practices, Data Management and Record Retention: Notwithstanding
41 Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for
42 purposes of the Minnesota Government Data Practices Act and all other statutes and
43 provision of law related to data practices, data management and records retention,

1 each party shall remain the exclusive responsible authority, as defined in Minn. Stat.
2 13.02, subd. 16, for its own data management, for responses to data requests and for
3 all aspects of records retention for any and all data in any form that is collected,
4 created, received, maintained or disseminated by the party agency. This section
5 includes but is not limited to all data regardless of its classification as the term
6 government data is defined in Min. Stat. 13.02, subd. 7.

- 7 g. Auditor Access and Review of Business Records: Pursuant to Minn. Stat.
8 16C.05 subd. 5 the parties agree that each party, the State Auditor or legislative
9 Auditor, or any duly authorized representative at any time during normal business
10 hours and as often as they deem reasonably necessary, shall have access to and the
11 right to audit, excerpt and transcribe any books, documents, papers, records, etc. that
12 are pertinent to the accounting practices and procedures of the parties and involve
13 transactions relating to this Agreement. The parties agree to maintain and make
14 available these business records for a period of at least 6 years from the date of the
15 termination of this agreement.

16
17 6. Annual Work Plans:

- 18 a. Required Contents: Annual work plans will be developed that detail
19 implementation of the Plan, minimally including projects and programs to be
20 completed collaboratively and associated budgets. A fiscal agent and a responsible
21 Party or Parties shall be identified for each project, program or implementation
22 activity contained in the annual work plan. The responsible Party or Parties must
23 provide any grant matching funds and accept responsibility for implementation and
24 outcomes. The annual work plans may include a summary of projects, programs and
25 implementation activities to be accomplished with state Watershed Based
26 Implementation Funds, competitive state grants, local funds or others.

27 b. Process for Development and Adoption of Annual Work Plans.

28 The decision – making process in the development and adoption of annual work
29 plans shall be as follows:

- 30 1. The Advisory Committee shall draft and prepare the proposed annual work plan
31 ranking projects, programs and implementation activities utilizing the selection
32 criteria contained in the Plan.
- 33 2. The Advisory Committee shall present the proposed annual work plan to the
34 Policy Committee for discussion and revision as appropriate.
- 35 3. The Policy Committee shall vote to recommend a proposed annual work plan to
36 the governing boards of the Parties for approval. A vote of 2/3rd of the members
37 present of the Policy Committee is necessary to move a recommended annual
38 work plan onto the governing boards.
- 39 4. The governing bodies of the Parties shall approve the annual work plan for its
40 implementation. An annual work plan will be approved only through approval
41 of 2/3rd of the governing bodies of then existing Parties.

42 7. Structure and Governance

1 To carry out the coordinated and collaborative planning, development and
2 implementation of the Plan and development, adoption of annual work plans, the Parties
3 will continue the Policy Committee and Advisory Committee, as established under the
4 Memorandum of Agreement. The function and the authority of the governing boards of
5 the Parties and the composition, function and authority of the Policy Committee and
6 Advisory Committee are as follows;

7 a. Governing Boards of Parties

- 8 i. The governing boards are the elected or appointed officials of the respective
9 Party to this Agreement.
- 10 ii. Responsibilities: The governing boards of the Parties have the responsibility
11 to take approval action on matters required by the terms of this Agreement
12 and on matters recommended by the Policy Committee. Matters on which
13 governing boards must take formal action include, but are not limited to, as
14 follows:
- 15 1. Designation of an elected or appointed member or members to serve on
16 the Policy Committee and set the term of service of each member so
17 designated.
 - 18 2. Approval of Annual Work Plans;
 - 19 3. Amendments to the provisions of the Plan; and
 - 20 4. Adoption or approval of other matters necessary for Plan implementation.
- 21 iii. Authority: A governing board of a Party shall exercise its decision-
22 making authority only by adoption of a formal resolution. Governing boards
23 must act on Policy Committee recommendations within 60 days after the day
24 in which the Policy Committee formally adopted such recommendation. The
25 decisions of the various governing boards of the Parties will be deemed
26 approved for purposes of this Agreement when 2/3rds of the governing bodies
27 have adopted formal action on the respective recommendation.

28
29 b. Policy Committee

- 30 i. Responsibilities: The Policy Committee has the responsibility to develop and
31 make recommendations on those matters that require approval by the
32 governing boards of the Parties, including, but not limited to, annual work
33 plans, additional parties to this Agreement, revisions and modifications to this
34 Agreement and amendments to the Plan. Each member of the Policy
35 Committee member shall serve as a liaison to his or her respective governing
36 board; keep such governing board informed on the implementation of the
37 Plan; and ensure that the preferences and ideas of such governing board are
38 communicated to the Policy Committee.
- 39 ii. Composition: The Policy Committee shall be composed of one
40 representative from each Party to this Agreement, except that Chisago County
41 shall have three representatives seated on the Policy Committee. Each party may

1 also have one alternate in the absence of the designated representative. With
2 exception of Chisago County, representatives and alternates must be an elected or
3 appointed member of that Party's governing board and selected by the Party's
4 governing board. The Chisago County Board of Commissioners must appoint
5 three representatives to the Policy Committee, with one representative and an
6 alternative representative each being a Commissioner and the two other
7 representatives and respective alternatives to the Policy Committee appointed by
8 the Chisago County Board of Commissioners as it may determine as appropriate.
9 The term of each representative is decided by the appointing governing board.

10 iii. Governance: The Policy Committee shall be governed pursuant to by-
11 laws and rules of procedure as the Policy Committee may develop, adopt and
12 revise from time to time. The Policy Committee may utilize bylaws adopted in
13 the preparation and development of the Plan and may revise the same to be
14 suitable for purposes of Plan implementation. Bylaws and rules of procedure
15 shall comply with relevant statutory provisions and be in as much as possible
16 consistent with the terms of this Agreement. In the event of conflict or
17 ambiguity, the terms of this Agreement shall prevail.

18 iv. Rules of Procedure: At a minimum, the rules of procedure of the Policy
19 Committee must provide that:

- 20 1. The Policy Committee will have at least twice-annual meetings and
21 special meetings as necessary for implementation of the Plan.
- 22 2. The Chair or any four representatives may call special meetings giving not
23 less than 72 hours written notice of the time, place and purpose of such a
24 meeting delivered by mail or email to each Party.
- 25 3. All meetings of the Policy Committee will comply with statutes and rules
26 requiring open and public meetings. The official posting location for
27 meeting dates and locations shall be the Lower St. Croix One Watershed
28 One Plan website.
- 29 4. The conduct of all meetings of the Policy Committee shall be generally
30 guided by the most recent edition of Robert's Rules of Order.
- 31 5. A quorum for decision-making shall consist of at least 50% plus one of the
32 representatives.
- 33 6. Each representative present shall have one vote. All decisions shall be
34 approved by a supermajority vote of 2/3rds of those representatives
35 present. All votes shall be made in person, and no representative may
36 appoint a proxy for any question coming before any meeting for a vote.

37
38 c. Advisory Committee

- 39 i. Responsibilities: The Advisory Committee has the responsibility to assist
40 and advise the Policy Committee and to prepare and develop matters
41 necessary for Policy Committee recommendation, including, but not limited
42 to, annual work plans, and proposed amendments to the Plan and this

1 Agreement.

- 2 ii. Composition: The Advisory Committee is composed of staff of the
3 Parties to this Agreement. Each Party may assign up to two staff to serve on
4 the Advisory Committee. On a vote of two-thirds of its members present, the
5 Policy Committee may increase the number of members on the Advisory
6 Committee.

7
8 8. Administrative Coordinator

- 9 a. The Parties shall designate a Party to serve as Administrative Coordinator. The
10 Administrative Coordinator has the responsibility to perform the administrative and
11 coordinative work necessary for Plan implementation that is not associated with a
12 specific implantation activity, project or program. The responsibility of the
13 Administrative Coordinator may include serving as fiscal agent to accept and carryout
14 all responsibilities associated with grants, grant agreements and financial transactions
15 that are part of and related to grant agreement and contract implementation.
16 Alternatively, the Parties may designate a separate Party to carry out fiscal agent
17 responsibilities. A Party designated to serve as Administrative Coordinator or fiscal
18 agent may assign that function to its staff or contract for such services.
- 19 b. The Parties agree that until the first annual work plan is adopted that the Washington
20 Conservation District and Chisago Soil and Water Conservation District will be
21 jointly designated as Administrative Coordinator. The first annual work plan and each
22 annual work plan thereafter shall identify the Party that is the designated
23 Administrative Coordinator and, as appropriate, the fiscal agent, for purposes of
24 implementing that respective annual work plan.
- 25 c. The governing board of the Administrative Coordinator and fiscal agent is authorized
26 to make payments and to take other actions within a respective approved annual work
27 plan.
- 28 d. The costs and expenses incurred by a Party in performing the function of
29 Administrative Coordinator and fiscal agent may be paid with grant funds, including
30 state Watershed Based Implementation Funds unless prohibited by State policy, grant
31 contract or law. In the event that these funds are unavailable or insufficient, such
32 costs and expenses remain the financial responsibility of such Party incurring the
33 same unless the Parties otherwise agree through an approved annual work plan or
34 separate action adopted by the governing boards of the then existing parties.

35 9. Miscellaneous

- 36 a. Counterparts: This Agreement may be executed in one or more counterparts,
37 each of which shall be deemed an original and all of which when taken together shall
38 constitute one and the same agreement. Any counterpart signature transmitted by
39 facsimile or by sending a scanned copy by electronic mail or similar electronic
40 transmission shall be deemed an original signature. This executed Agreement
41 including all counterparts shall be filed with each party to this agreement with a
42 notification of the Agreement's effective date.

- 1 b. Amendments Any changes, amendments, or modifications to this Agreement
2 may only be made formal resolution adopted by all of the governing boards of the
3 then existing Parties.
- 4 c. Savings Clause: In the event that any provision of this Agreement is determined by
5 a court of law to be null and void, the remaining provisions of this Agreement shall
6 continue in full force and effect.

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12 10. Authorized Representatives

13
14 The following persons have been authorized as representatives to act as the primary contact
15 for all matters concerning this agreement are:

16
17 Anoka County, County Administrator Rhonda Sivarajah or successor
18 Chisago County, County Administrator Chase Burnham or successor
19 Isanti County, County Administrator Julia Lines or successor
20 Pine County, County Administrator David Minke or successor
21 Ramsey County, County Board Chair Toni Carter or successor
22 Washington County, County Administrator Kevin Corbid or successor
23 Anoka Conservation District, District Manager Chris Lord or successor
24 Chisago SWCD, District Manager Craig Mell or successor
25 Isanti SWCD, District Manager Tiffany Determan or successor
26 Pine SWCD, District Manager Jill Carlier or successor
27 Washington Conservation District, District Manager Jay Riggs or successor
28 Brown's Creek Watershed District, District Administrator Karen Kill or successor
29 Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or
30 successor
31 Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor
32 South Washington Watershed District, Administrator Matt Moore or successor
33 Valley Branch Watershed District, President Jill Lucas or successor
34 Middle St. Croix WMO, Administrator Matt Downing or successor
35 Sunrise River WMO, Chair Dan Babineau or successor
36

37
38
39
40 (Signature Pages begin on next Page).

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

3
4
5

6 PARTNER: _____

7
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9 APPROVED:

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14 BY: _____

15 Board Chair Date

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19

20 BY: _____

21 Manager/Administrator Date

22
23
24

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

26

27 BY: _____

28 County Attorney Date

Lower St. Croix 1W1P
 Watershed Based Implementation Funding
 Draft Work Plan

Grant Activities

BWSR requires a narrative for each Grant Activity and a summary of persons conducting the work and their qualifications. The Grant Activities as identified in the Grant Work Plan are detailed in the table below. Two tables follow the Grant Activity descriptions: a budget and a table of measurable outcomes and milestones.

| Activity # | Grant Activity | eLINK Activity Category |
|------------|--|-------------------------------------|
| 1 | Basin Ag Outreach Program | Project Development |
| 2 | Structural Ag BMP Implementation | Agricultural Practices |
| 3 | Shared Services Educator | Education/Information |
| 4 | Non-Structural Ag/Urban Implementation | Non-Structural Management Practices |
| 5 | Structural Urban BMP Implementation | Urban Stormwater Practices |
| 6 | Wetland Restoration Implementation | Wetland Restoration/Creation |
| 7 | Internal Analyses | Planning and Assessment |
| 8 | Targeting Analyses | Planning and Assessment |
| 9 | Technical/Engineering | Technical/Engineering Assistance |
| 10 | Administration/Coordination | Administration/Coordination |

Basin Ag Outreach Program

eLINK Activity Category: Project Development

Grant: \$200,000

Match: \$0

Match Source(s): N/A

Lead Agency(ies): Washington Conservation District

Staff qualifications: TBD (new hire)

Priority areas: See Structural Ag BMP Implementation and Non-Structural Ag/Urban Implementation

CWMP Reference: Page 61

Activity Description: Agronomy outreach specialist. (A) Shared Services: Hire or contract with agricultural conservationist and agronomist for basin wide assistance with agronomy, outreach, and

technical assistance to agricultural producers including conservation planning and nutrient management plans. [Approximately 80% of this position's time will be directly working with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations. A target is to interact with operators of >3,000 acres. 20% of the position will be support of implementation of BMPs led by others.]

This would allow for 1 full time agronomy outreach specialist to work basin-wide. Staff will work basin-wide and may have more than one office space.

Structural Ag BMP Implementation

eLINK Activity Category: Agricultural Practices

Grant: \$160,000

Match: \$75,000

Match Source(s): Federal NRCS programs, local funds

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas: Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tribs with direct discharge to the St. Croix River. Tier 3: lakes that drain to St. Croix tribs. Projects may also occur at other priority waters in the LSC CWMP.

CWMP Reference: Page 61

Activity Description: Provide cost share for installing or implementing structural agricultural best management practices (e.g. feedlot improvements, buffers, WASCOBs, diversions, lined waterways, grade stabilization structures, vegetative swales, etc.). NRCS or other BWSR approved standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B.

Basin Water Outreach Program

eLINK Activity Category: Education/Information

Grant: \$125,000

Match: \$4,800

Match Source: Parties to the LSC JPC

Lead Agency(ies): Washington Conservation District

Staff qualifications: Angie Hong, Emily Johnson, new hire

Priority areas: Basin-wide

Measurable outcomes/milestones: See table below

CWMP Reference: Page 65

Activity Description: Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices. [80% = develop, distribute and implement outreach programs that result in behavioral changes achieving water quality benefits; 10% = AIS prevention outreach and education; 10% = solicit

willing landowners to install BMPs that are goals within this plan. [0.5 FTE to expand EMWREP basin wide; \$50,000/yr or \$100,000/2 yrs]. Outreach will specifically include MIDS promotion to communities. Outreach will also include preliminary work with LGUs to set shoreline "view corridors" to 25% of lot width or maximum 35' width and maximum vegetation clearing standards or adopt innovative shoreland standards to protect buffers, native ecosystems, and habitat corridors. This will work provide water quality benefits through their protection of shoreline and streambank buffers.

Non-Structural Ag/Urban BMP Implementation

eLINK Activity Category: Non-Structural Management Practices

Grant: \$200,000

Match: \$0

Match Source(s): Federal NRCS programs, local funds

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas:

- **Ag:** Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tribs with direct discharge. Tier 3: lakes that drain to St. Croix tribs. Projects may also occur at other priority waters in the LSC CWMP.
- **Urban:** Rush City, Harris, North Branch, Taylors Falls, Marine on the St. Croix, Stillwater, and MSCWMO cities. Projects may also occur at other priority waters in the LSC CWMP.

CWMP Reference: Pages 61 and 65

Activity Description: Provide cost share for implementing non-structural *agricultural* best management practices (e.g., soil health BMPs, reduced tillage, cover crops, nutrient management planning, forage/biomass plantings). NRCS or other BWSR approved standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B of CWMP.

Provide cost share for implementing non-structural *urban* best management practices (e.g., enhanced street sweeping). BWSR approved standards will be followed for all practices implemented. Projects to be chosen through targeting and prioritization process described in Section VII.B of CWMP. Specific enhanced street sweeping targeting analyses will be performed for priority areas. CLFLWD's [2018 Forest Lake Enhanced Street Sweeping Study](#) may be used as an example for these studies.

Structural Urban BMP Implementation

eLINK Activity Category: Urban Stormwater Practices

Grant: \$200,000

Match: \$50,000

Match Source(s): Local funds

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas: St. Croix River direct drainage, Sunrise River watershed, Fish Lake, Big Carnelian, Big Marine, Forest Lake. Projects may also occur at other priority waters in the LSC CWMP.

CWMP Reference: Page 65

Activity Description: Provide cost share for implementing structural urban best management practices (e.g. vegetated swales, pervious pavement, gully stabilization, rain gardens, and other urban practices). BWSR approved standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B.

Wetland Restoration Implementation

eLINK Activity Category: Wetland Restoration/Creation

Grant: \$39,631

Match: \$0

Match Source(s): N/A

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas: Priority wetland restorations will result in measurable improvements to rivers/streams in Table 5-2 and/or lakes in Table 5-3 of the LSC CWMP. Areas of particular concern include the St. Croix River direct drainage area, Sunrise River corridor, Rock Creek corridor and subwatersheds identified in Figure 5-5 of the LSC CWMP.

CWMP Reference: Page 70

Activity Description: This Activity will involve implementation of wetland restoration project(s) as needed to achieve a phosphorus reduction of at least 15 pounds per year for target waterbodies. The primary purpose of the wetland restoration project(s) will be for the improvement of water quality in receiving lakes/streams. Secondary benefits of wetland restoration projects will be considered as well, such as floodplain storage and habitat creation/enhancement. Wetland restorations will not be used to mitigate wetland impacts. LSC Partners will ensure proposed wetland restorations are consistent with WBIF eligibility requirements. LSC Partners will target specific restorations through utilization of existing studies and targeting analyses (e.g., drained wetland inventories, diagnostic studies, subwatershed assessments), performance of additional modeling analyses using existing data from said studies, and completion of additional targeting analyses as necessary to fill data gaps. Work pertaining to targeting strategies is included as part of other grant Activities.

At this time, three LSC Partners have identified potential wetland restoration projects:

- Anoka County: Hesse Property in Oxford Township of Isanti Co lateral ditch plug. Anoka and Isanti SWCDs are working together on this project. It is currently at the concept phase. Cost estimate: \$55,000. Planned non-State match is \$0 so far, but USFWS is a possibility.
- Chisago County: Checkerboard Park Restoration. Cost estimate: \$40,000 match to acquire the Lutz property.
- CLFLWD: The [WJD-6 Wetland Restoration Project](#) is located in the Washington Judicial Ditch 6 subwatershed draining to Forest Lake. This project may result in a phosphorus reduction of up to 96 lb/yr to the east basin of Forest Lake; Forest Lake is listed in table 5-3 of the CWMP. [Cost estimate: \\$450,000](#)

Internal Analyses

eLINK Activity Category: Planning and Assessment

Grant: \$50,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Chisago County

Staff Qualifications: Work is likely to be performed by an outside consultant which will be vetted for staff qualifications.

Activity Description: Calculate internal loading of phosphorus on 2 lakes estimated at \$25,000 each. Two lakes will be awarded through the project evaluation process identified in the plan. The group will develop a timeline for evaluating internal load evaluation for lakes. Internal load evaluation should only occur after external loading is substantially addressed.

Potential projects identified include:

- Linwood Lake and Martin Lake Anoka. Both are priority A for internal loading analysis in LSC CWMP Table 5-4.
- Goose Lake Washington. Priority B for internal loading analysis in CWMP Table 5-4. Water monitoring indicates watershed loads are addressed. Internal load reduction is the last step to delisting from MPCA Impaired waters list.
- Priority "A" lakes with Rush (E & W) and Goose Lakes as our preferred top three.
- Several basins in VBWD will analyzed over the next 2 years. Priority A Basin listed in Table 5-4, Downs Lake will be studied.
- Wallmark, Pioneer and North Goose Lakes in Chisago all priority A

Targeting Analyses

eLINK Activity Category: Planning and Assessment

Grant: \$150,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Washington Conservation District (subcontracts with local partners for each subwatershed project)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: All requested waterbodies are listed in tables 5.2 and 5.3 Regionally Significant Lakes, Rivers and Streams for Pollutant Reductions (ballpark cost estimate)

- Linwood Lake Anoka County (\$10,000)
- St. Croix Direct Washington County (\$15,000)
- Desktop Analysis and Prioritized Catchments of the Sunrise River Watershed Chisago (\$10,000)
- Rock Lake Pine and St. Croix Direct Pine County (\$20,000)
- Capacity building and information exchange (\$5,000)

Targeted Street Sweeping Analysis for the following Cities with direct discharge to waterbodies listed in table 5.2. The initial estimate is this task will require approximately \$40,000 for the following communities:

- Rush City
- Taylors Falls
- Harris
- North Branch
- Marine on St. Croix
- Stillwater
- Bayport
- Lakeland
- Lake St. Croix Beach
- Afton

Technical/Engineering

eLINK Activity Category: Technical/Engineering Assistance

Grant: \$40,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: This Activity will include technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects. Funds may be used to contract with a third-party consultant for technical/engineering assistance. Funding allocation will be prioritized in areas where there are not local funds to support design work.

Administration/Coordination

eLINK Activity Category: Administration/Coordination

Grant: \$100,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Chisago SWCD, EMWREP, CLFLWD (see role assignments below)

Activity Description: This Activity will include the following tasks (performed by the organizations listed in parentheses):

- Program and work plan coordination (New hire – see Basin Ag Outreach Program Activity)
- Grant and progress reporting (Comfort Lake-Forest Lake Watershed District)

- Work plan activity subcommittee coordination – note that subcommittees will perform project ranking as described by the associated work plan Activities (East Metro Water Resources Education Program)
- Policy Committee coordination (East Metro Water Resources Education Program)
- Website upkeep (East Metro Water Resources Education Program and Comfort Lake-Forest Lake Watershed District)
- Fiscal agent administration and contract coordination (Chisago SWCD)

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Budget

| Activity # | Grant Activity | eLINK Activity Category | Grant Budget | Match Budget |
|--------------|--|-------------------------------------|--------------------|------------------|
| 1 | Basin Ag Outreach Program | Project Development | \$200,000 | \$0 |
| 2 | Structural Ag BMP Implementation | Agricultural Practices | \$160,000 | \$75,000 |
| 3 | Shared Services Educator | Education/Information | \$125,000 | \$4,800 |
| 4 | Non-Structural Ag/Urban Implementation | Non-Structural Management Practices | \$200,000 | \$0 |
| 5 | Structural Urban BMP Implementation | Urban Stormwater Practices | \$200,000 | \$50,000 |
| 6 | Wetland Restoration Implementation | Wetland Restoration/Creation | \$39,631 | \$0 |
| 7 | Internal Analyses | Planning and Assessment | \$50,000 | \$0 |
| 8 | Targeting Analyses | Planning and Assessment | \$150,000 | \$0 |
| 9 | Technical/Engineering | Technical/Engineering Assistance | \$40,000 | \$0 |
| 10 | Administration/Coordination | Administration/Coordination | \$100,000 | \$0 |
| TOTAL | | | \$1,263,631 | \$129,800 |

Measurable Outcomes/Outputs and Milestones

| Activity # | Grant Activity | Overall Measurable Outcome/Output | Year 1 (2021) Milestones | Year 2 (2022) Milestones |
|------------|----------------------------------|---|---|---|
| 1 | Basin Ag Outreach Program | Output: Engage agricultural landowners with a combined 2,000 acres of land to implement structural and nonstructural BMPs as outlined in other Activities | Agronomy outreach specialist hired | |
| 2 | Structural Ag BMP Implementation | Outcome: reduce phosphorus loading to target waterbodies by 300 lb/yr | | Implement 20 best management practices, or enough to achieve a 300 lb/yr phosphorus reduction |
| 3 | Shared Services Educator | Output: 0.5 FTE | New education staff hired, develop basin-wide outreach plan for 2021-22 | Implement basin-wide outreach plan |

| | | | | |
|---|--|---|--|--|
| 4 | Non-Structural Ag/Urban Implementation | Outcomes: reduce phosphorus loading to target waterbodies by 400 lb/yr | | Implement 2,000 acres of non-structural best management practices, or enough to achieve a 400 lb/yr phosphorus reduction |
| 5 | Structural Urban BMP Implementation | Outcomes: reduce phosphorus loading to target waterbodies by 200 lb/yr | | Implement 20 best management practices, or enough to achieve a 200 lb/yr phosphorus reduction |
| 6 | Wetland Restoration Implementation | Outcomes: reduce phosphorus loading to target waterbodies by 15 lb/yr | | Wetland restoration(s) construction |
| 7 | Internal Analyses | Outputs: Complete 2 internal loading analyses | | Complete 2 internal loading analyses |
| 8 | Targeting Analyses | <p>Outputs: Complete the following analyses</p> <ul style="list-style-type: none"> • Linwood Lake Anoka County • St. Croix Direct Washington County • Desktop Analysis and Prioritized Catchments of the Sunrise River Watershed Chisago • Rock Lake Pine and St. Croix Direct Pine County • Capacity building and information exchange • Enhanced street sweeping analyses for Rush City, Taylors Falls, Harris, North Branch, Marine on St. Croix, Stillwater, Bayport, Lakeland, Lake St. Croix Beach, and Afton | | |
| 9 | Technical/Engineering | | | |

| | | | | |
|------------------|---------------------------------|--|---------------------------|---------------------------|
| 10 | Administration/ Coordination | Complete eLINK annual reporting as required | Complete annual report | Complete annual report |
| Sum of outcomes: | | 915 lb/yr TP reduction | | |

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