



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 21, 2024

Agenda Item

Item 9. A. – Evaluation of Administrative Services

Prepared By

Linda Loomis, Administrator

Summary

President Barisonzi requested that the LMRWD Board of Managers discuss conducting a review of the performance of the LMRWD District Administrator.

From time-to-time performance reviews are conducted for consultants that provide services to watershed management organizations. The last time a performance review of the LMRWD Administrator services was conducted was in 2015. At that time the Board President prepared a survey through Survey Monkey, that was sent to all LMRWD Managers and partners of the LMRWD. That survey (and results) is attached for the Board's reference.

Additionally, I was able to contact the Bassett Creek Watershed Management Commission (BCWMC), a Joint Powers Organization that also contracts for administrative services. They recently conducted a performance review of their Administrator. The questionnaire used by BCWMC is attached.

Attachments

2015 LMRWD Administrator performance survey questions

2015 Survey Monkey results – LMRWD Administrator performance survey

2015 LMRWD Stakeholder list

2024 Bassett Creek Watershed Management Commission Administrator performance review questionnaire

Administrative services agreement between Naiad Consulting, LLC and the LMRWD

Recommended Action

No action recommended

Lower Minnesota River Watershed District Administrator Evaluation

ADMINISTRATOR--Roles and Responsibilities

1. Facilitates the implementation of the LMRWD's Watershed Management Plan.
2. Establishes processes to increase the organization's efficiency and to reduce duplication of effort.
3. Acts as the primary point of contact and maintains direct communication with Board of Managers, TAC members, cities, consultants, state and local agencies, the public, the media, and other partners.
4. Provides coordination with representatives of city, county, state and federal agencies and other stakeholder groups.
5. Coordinates consultants' projects and activities; reviews invoices and recommends payment as appropriate.
6. Provides primary coordination during the development of Watershed Management Plan or amendments thereto, policy manuals, and other organizational documents.
7. Identifies opportunities to secure grant funding and develop partnerships to accomplish the LMRWD's Watershed Management Plan.
8. Tracks implementation of watershed-funded water quality projects and activities to ensure that established objectives, project budgets and schedules are met.
9. Develops an annual operation and capital budget for consideration by the Board of Managers.
10. Develops an annual work plan and reporting system in consultation with the Board of Managers.
11. Develops agendas for meetings; attends monthly Board meetings, special [Board meetings](#), TAC meetings and other internal meetings as necessary.
12. Represents the LMRWD at various outside meetings and through correspondence with partners and outside interests or groups.
13. Maintains a list of items that need to be completed by the Administrator, Managers and other consultants and the expected completion date for each item.
14. Prepares a monthly summary of work completed and time expended by work task and budget item.
15. Implements the strategic direction as set by the Board of Managers.
16. Performs other duties or activities as may be directed by the Board of Managers.

1. Your role with the Lower Minnesota River Watershed District. I am a

- Board Member
- TAC member
- Consultant Under Contract with the District
- Other: Please Describe

2. Working relationships and leadership. Constructive cooperation and positive working relationships with Managers, the District's professional staff (legal, District engineer, etc.), and representatives of the Technical Advisory Committee. Includes attendance at District, TAC, and committee meetings, preparation of agendas and agenda materials, communications, and general leadership in helping to formulate and implement the District's strategic direction.

- Exceeds
- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

3. Relationships with other stakeholders. Relationship with and responsiveness to stakeholders--individual residents and citizen groups; State (DNR, BSWR), Hennepin County, Dakota County, Scott County, Carver County, West Metro Water Alliance, and Met Council officials. Includes media relations, education, and outreach for creating a broader understanding of District mission and accomplishments to facilitate continued District success.

- Exceeds
- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

4. Watershed Management Plan update. Leads responsibility for coordinating the development of the District's Watershed Management Plan update.

- Exceeds

- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

5. *Policies.* Leads responsibility for updating the District's Policy Manual and ensuring that ongoing District activities and operations are consistent with policy directives.

- Exceeds
- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

6. *Fiscal and Business Management.* Lead role in preparation and communication of the District's annual budget, monthly reports of revenues and expenditures, budget updates, annual work plan, and annual report. Includes review and approval of individual invoices as well as sound fiscal management to prevent budget shortfalls and to achieve cost-effective use of resources. Includes communications to member counties about annual assessments and levy amounts, if any. Also includes oversight and evaluation of all agreements and contracts with consultants and other outside entities.

- Exceeds
- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

7. *Capital Improvement Program.* Works with the TAC and the District Engineer to: (a) develop annual updates to the list of possible projects, (b) provide guidance on the selection and scheduling of projects, and (c) track the status of projects. Also coordinates Plan amendments as required.

- Exceeds

- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

8. *Grants.* Works with and provides support to the District Engineer on grant applications, tracking, and reporting, on identifying new partnerships, and on securing new sources of outside revenue, grants, and donations.

- Exceeds
- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

9. *Guidance on priorities.* Provides guidance to the Board of Managers on establishing scheduling priorities for competing projects based their technical merit and their relative cost-effectiveness in meeting District goals and policies.

- Exceeds
- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

10. *Organizational Creativity and Innovation.* Provides creativity, leadership, and communication in helping find ways to improve the efficiency, effectiveness, and viability of the District.

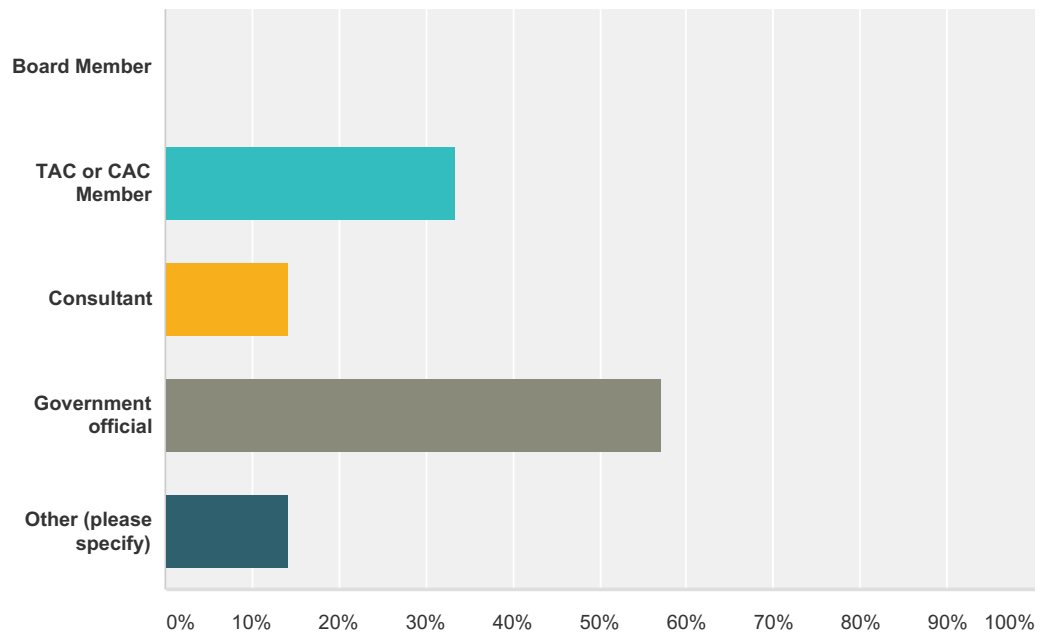
- Exceeds
- Meets
- Below
- Not Sure or Don't Know

Comments or Suggestions for Improvement

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Q1 What is your relationship to the LMRWD?

Answered: 21 Skipped: 0

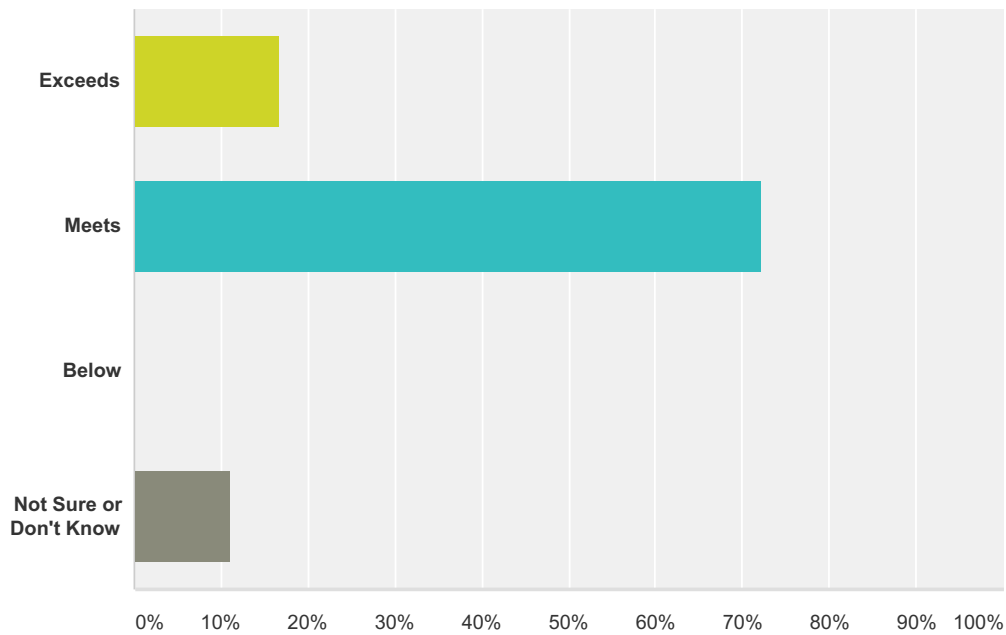


Answer Choices	Responses
Board Member	0.00% 0
TAC or CAC Member	33.33% 7
Consultant	14.29% 3
Government official	57.14% 12
Other (please specify)	14.29% 3
Total Respondents: 21	

#	Other (please specify)	Date
1	MnDOT Ports and Waterways	6/4/2015 3:43 PM
2	Municipal storm and surface water manager	6/4/2015 12:18 PM
3	MN DNR Fisheries	6/4/2015 9:52 AM

Q2 Facilitates the implementation of the LMRWD's Watershed Management Plan.

Answered: 18 Skipped: 3

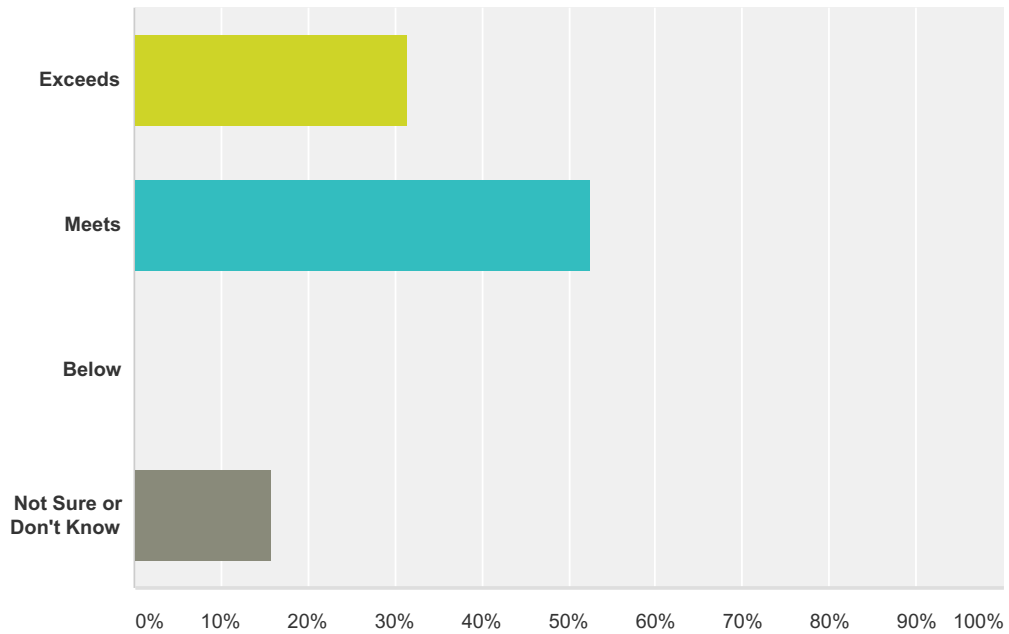


Answer Choices	Responses
Exceeds	16.67% 3
Meets	72.22% 13
Below	0.00% 0
Not Sure or Don't Know	11.11% 2
Total	18

#	Comments	Date
1	It has been a difficult process with the new Board and new staff member, but Linda is very good to work with.	6/5/2015 4:37 PM
2	Linda has been making good strides at making operation change at the WD	6/4/2015 12:19 PM
3	Linda has always refernced her instructions to me back to WMP	6/4/2015 12:18 PM
4	Linda has done a great job ensuring the Plan is implemented.	6/4/2015 9:53 AM

Q3 Establishes processes to increase the organization's efficiency and to reduce duplication of effort.

Answered: 19 Skipped: 2

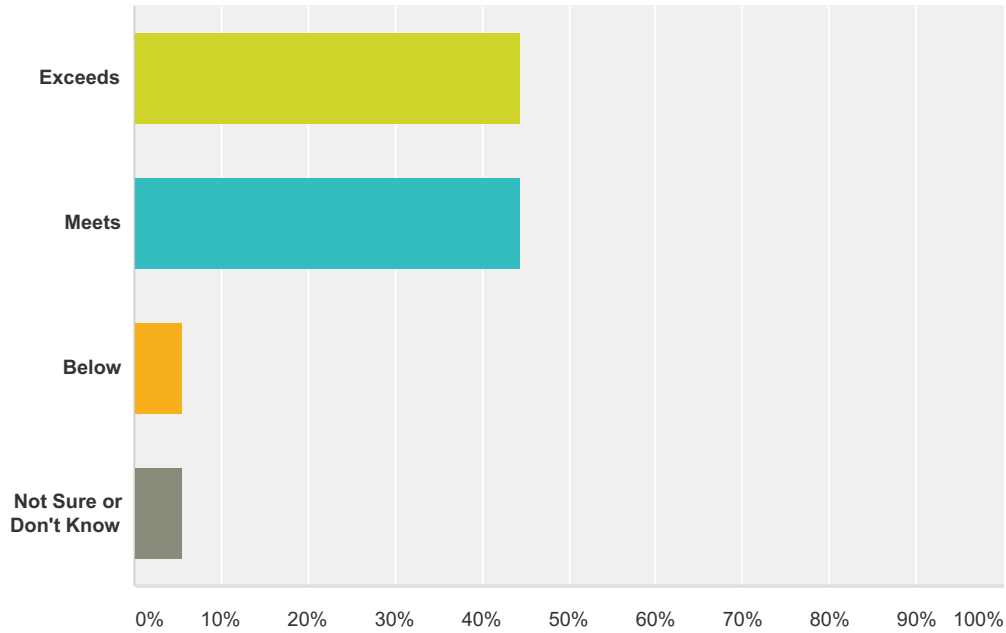


Answer Choices	Responses
Exceeds	31.58% 6
Meets	52.63% 10
Below	0.00% 0
Not Sure or Don't Know	15.79% 3
Total	19

#	Comments	Date
1	Linda has undertaken a tremendous effort to organize the WD's records and to reconstruct much of the historical documentation of past actions. I have seen these efforts create efficiencies in the current actions of the WD.	6/4/2015 12:18 PM

Q4 Acts as the primary point of contact and maintains direct communication with the Board of Managers, TAC members, cities, consultants, state and local agencies, the public, the media, and other partners.

Answered: 18 Skipped: 3

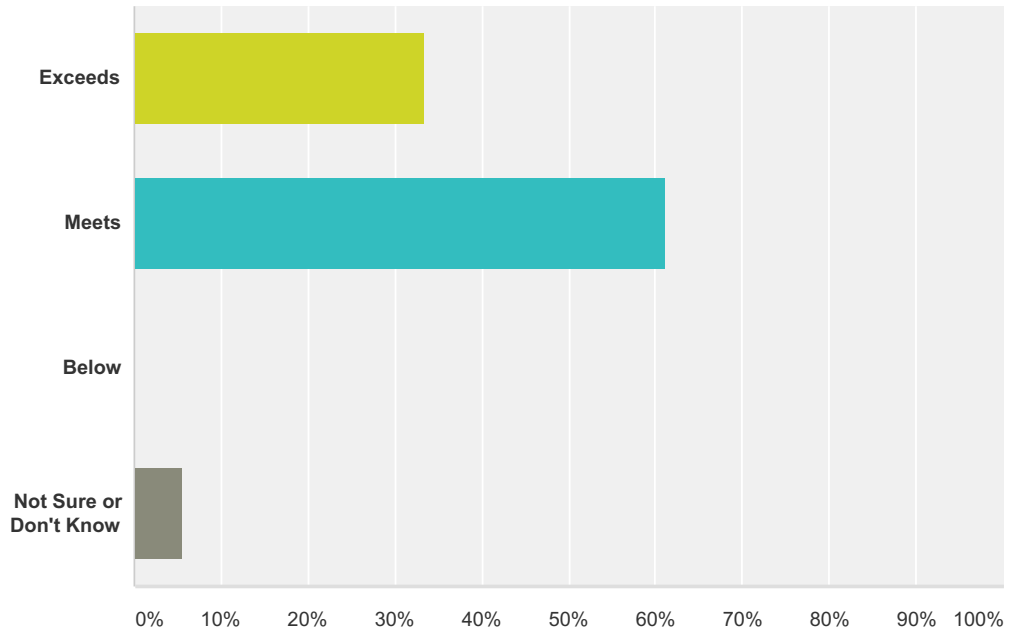


Answer Choices	Responses	Count
Exceeds	44.44%	8
Meets	44.44%	8
Below	5.56%	1
Not Sure or Don't Know	5.56%	1
Total		18

#	Comments	Date
1	Needs to have latitude to make more decisions without Board approval; other administrators do.	6/5/2015 7:43 AM
2	In my experience Linda is a proactive communicator	6/4/2015 12:19 PM

Q5 Provides coordination with representatives of city, county, state and federal agencies and other stakeholder groups.

Answered: 18 Skipped: 3

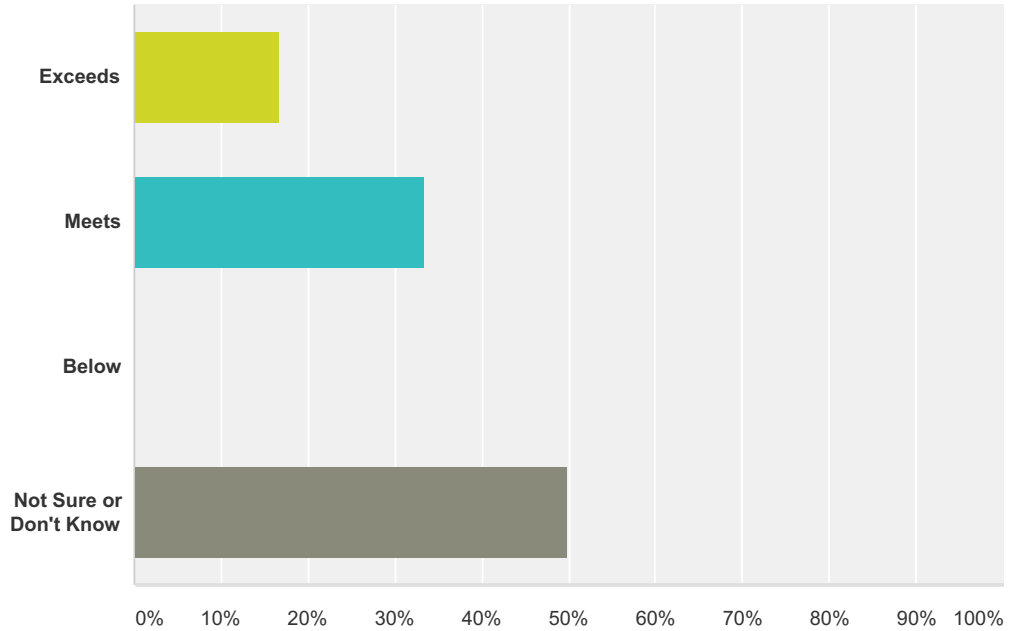


Answer Choices	Responses
Exceeds	33.33% 6
Meets	61.11% 11
Below	0.00% 0
Not Sure or Don't Know	5.56% 1
Total	18

#	Comments	Date
1	I only see a portion of this activity, but what I do see is clear and timely	6/4/2015 12:19 PM

Q6 Coordinates consultants' projects and activities; reviews invoices and recommends payment as appropriate.

Answered: 18 Skipped: 3

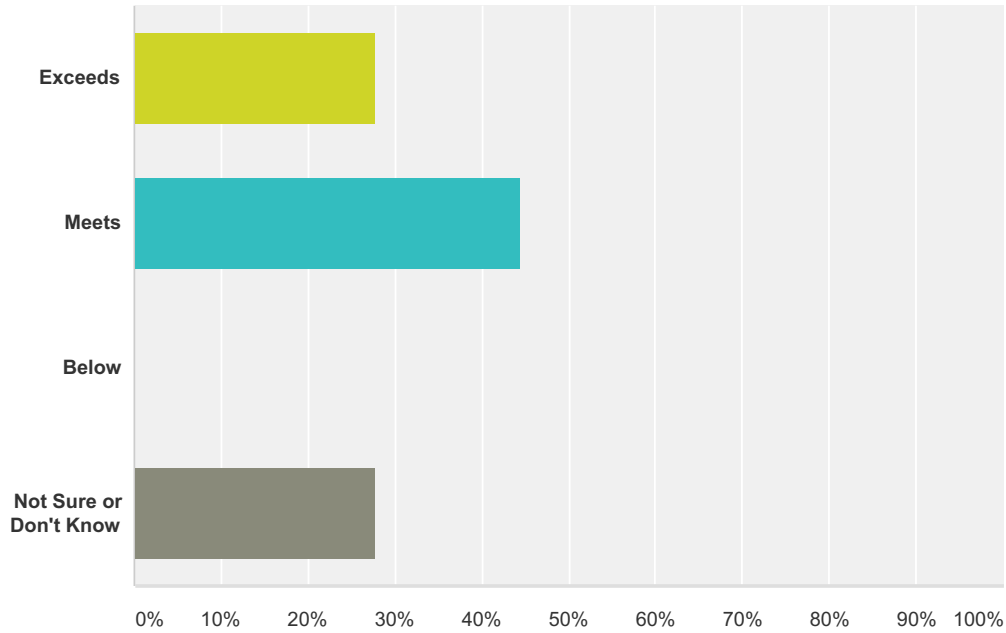


Answer Choices	Responses
Exceeds	16.67% 3
Meets	33.33% 6
Below	0.00% 0
Not Sure or Don't Know	50.00% 9
Total	18

#	Comments	Date
1	She keeps my informed and on task	6/4/2015 12:20 PM

Q7 Provides primary coordination during the development of Watershed Management Plan or amendments thereto, policy manuals, and other organizational documents.

Answered: 18 Skipped: 3

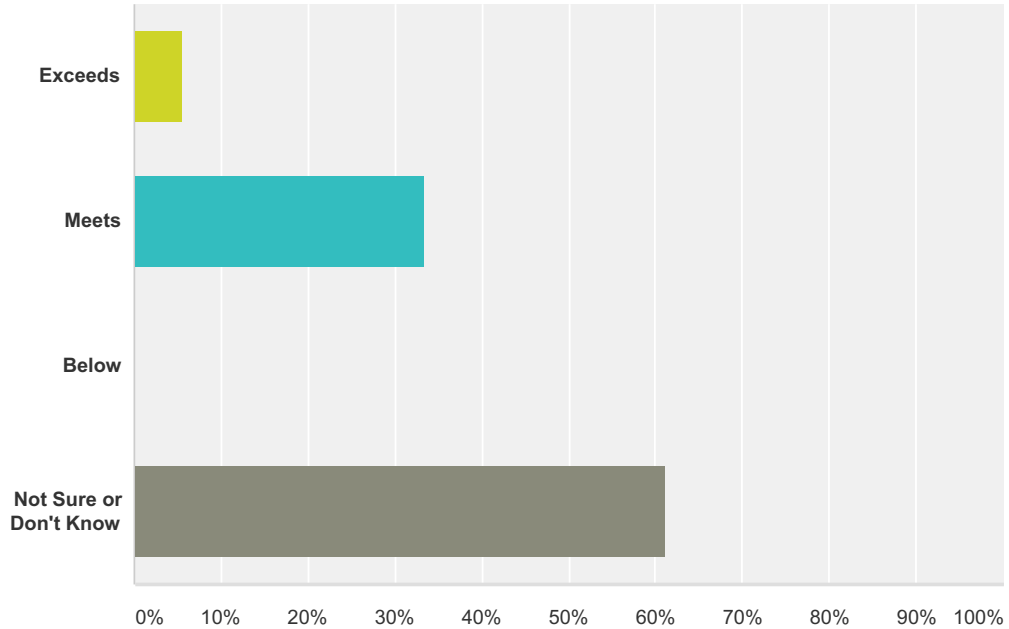


Answer Choices	Responses
Exceeds	27.78% 5
Meets	44.44% 8
Below	0.00% 0
Not Sure or Don't Know	27.78% 5
Total	18

#	Comments	Date
1	I have not observed this	6/4/2015 12:20 PM

Q8 Identifies opportunities to secure grant funding and develop partnerships to accomplish the LMRWD's Watershed Management Plan.

Answered: 18 Skipped: 3

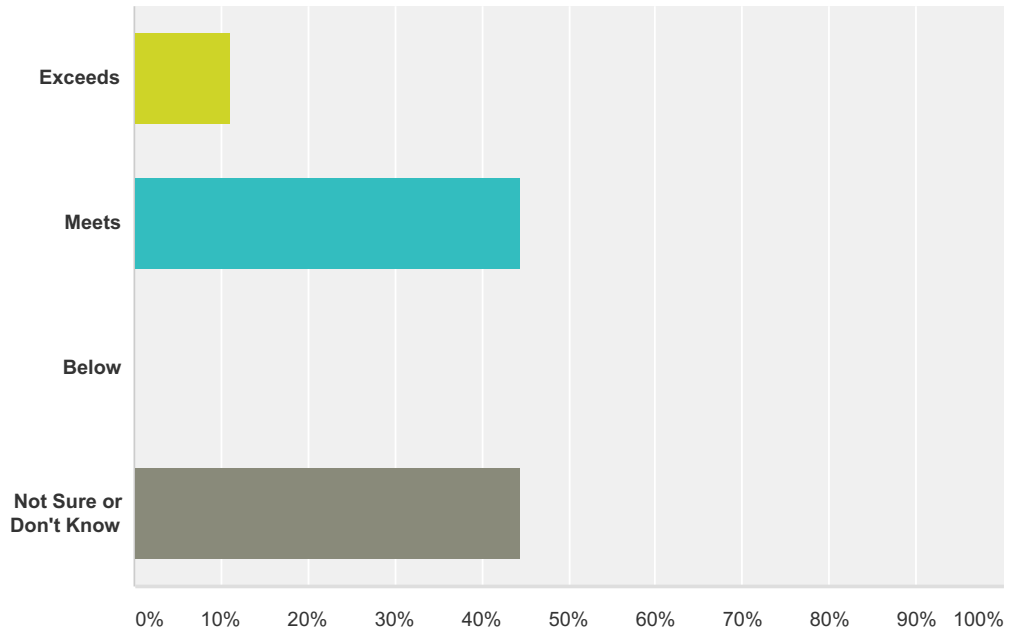


Answer Choices	Responses
Exceeds	5.56% 1
Meets	33.33% 6
Below	0.00% 0
Not Sure or Don't Know	61.11% 11
Total	18

#	Comments	Date
1	The WD seems to be on par with others in its grant competition	6/4/2015 12:21 PM

Q9 Tracks implementation of watershed-funded water quality projects and activities to ensure that established objectives, project budgets and schedules are met.

Answered: 18 Skipped: 3

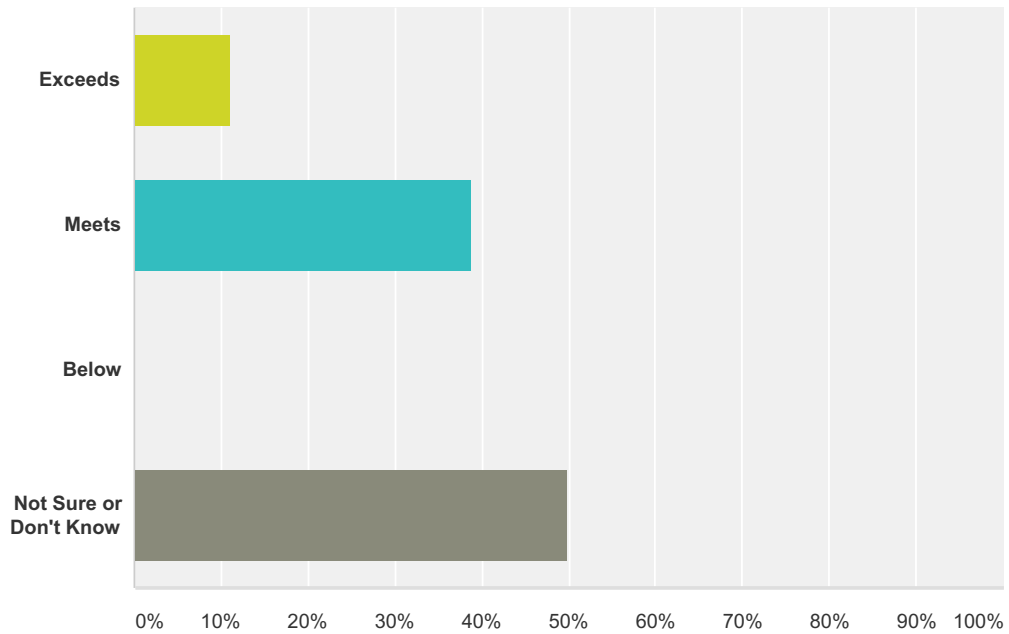


Answer Choices	Responses
Exceeds	11.11% 2
Meets	44.44% 8
Below	0.00% 0
Not Sure or Don't Know	44.44% 8
Total	18

#	Comments	Date
1	I have not observed this activity	6/4/2015 12:21 PM

Q10 Develops an annual operation and capital budget for consideration by the Board of Managers.

Answered: 18 Skipped: 3

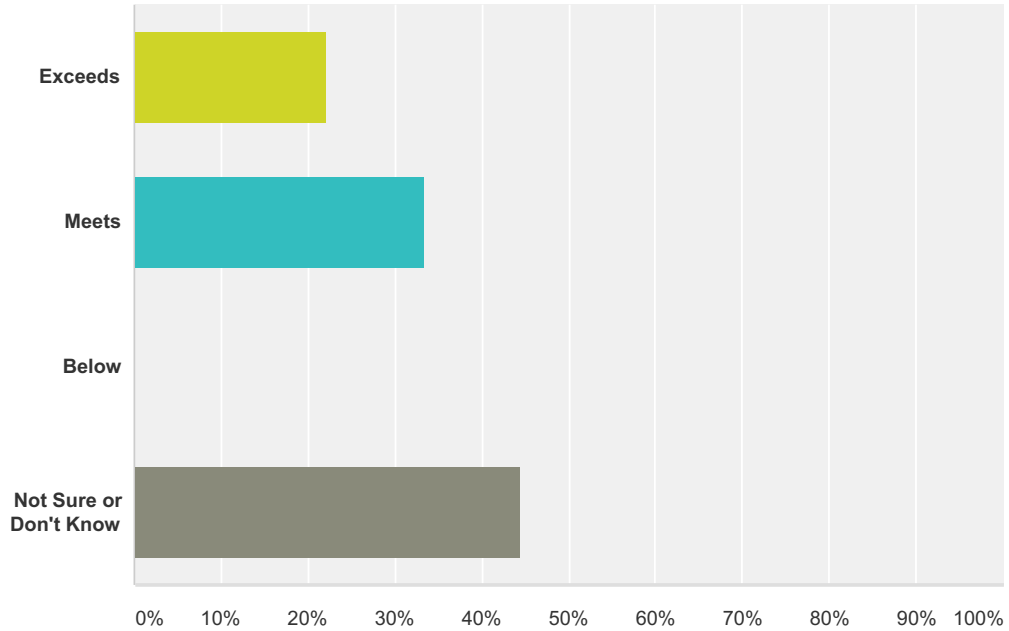


Answer Choices	Responses
Exceeds	11.11% 2
Meets	38.89% 7
Below	0.00% 0
Not Sure or Don't Know	50.00% 9
Total	18

#	Comments	Date
1	I have only observed one cycle of budgeting but she appears to marshall the process well	6/4/2015 12:23 PM

Q11 Develops an annual work plan and reporting system in consultation with the Board of Managers.

Answered: 18 Skipped: 3

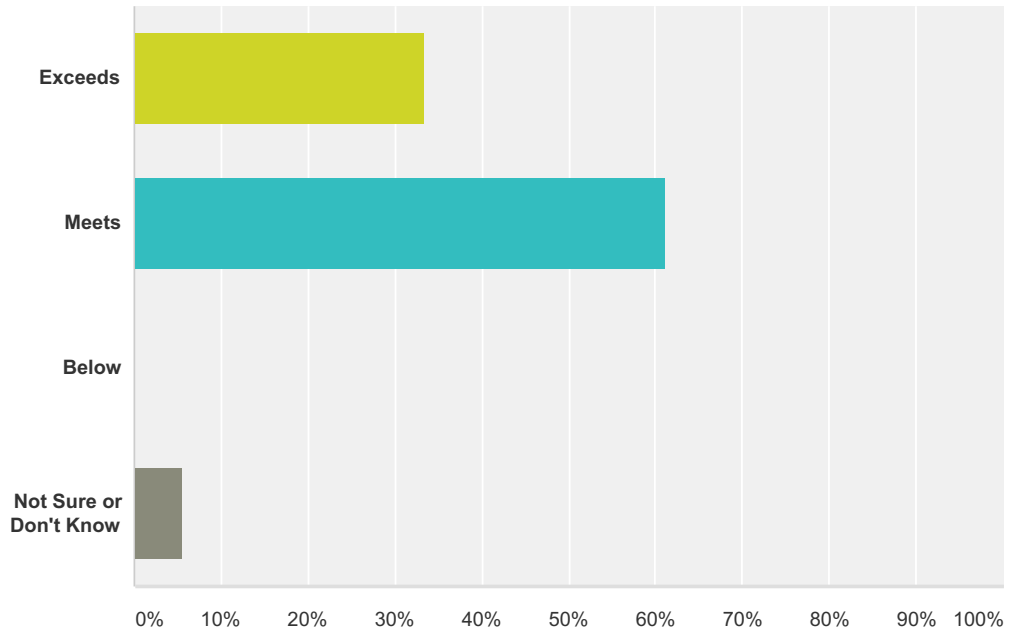


Answer Choices	Responses
Exceeds	22.22% 4
Meets	33.33% 6
Below	0.00% 0
Not Sure or Don't Know	44.44% 8
Total	18

#	Comments	Date
1	the annual report and work plan was well organized, a better report and plan than most I have seen	6/4/2015 12:23 PM

Q12 Develops agendas for meetings; attends monthly Board Meetings, special TAC meetings and other internal meetings as necessary.

Answered: 18 Skipped: 3

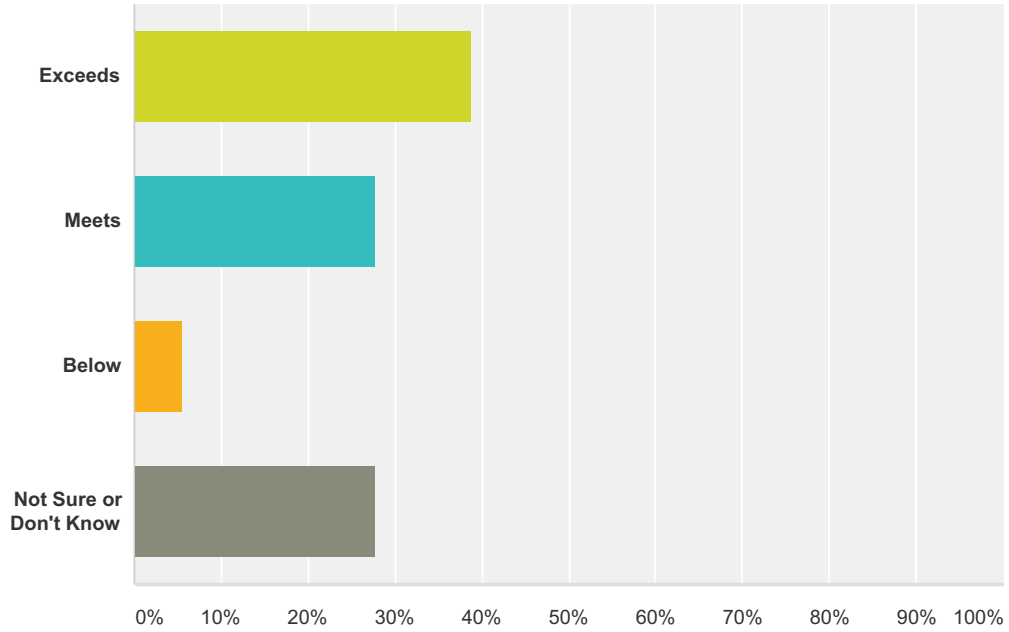


Answer Choices	Responses
Exceeds	33.33% 6
Meets	61.11% 11
Below	0.00% 0
Not Sure or Don't Know	5.56% 1
Total	18

#	Comments	Date
1	Well organized and detailed	6/4/2015 12:23 PM

Q13 Represents the LMRWD at various outside meetings and through correspondence with partners and outside interests or groups.

Answered: 18 Skipped: 3

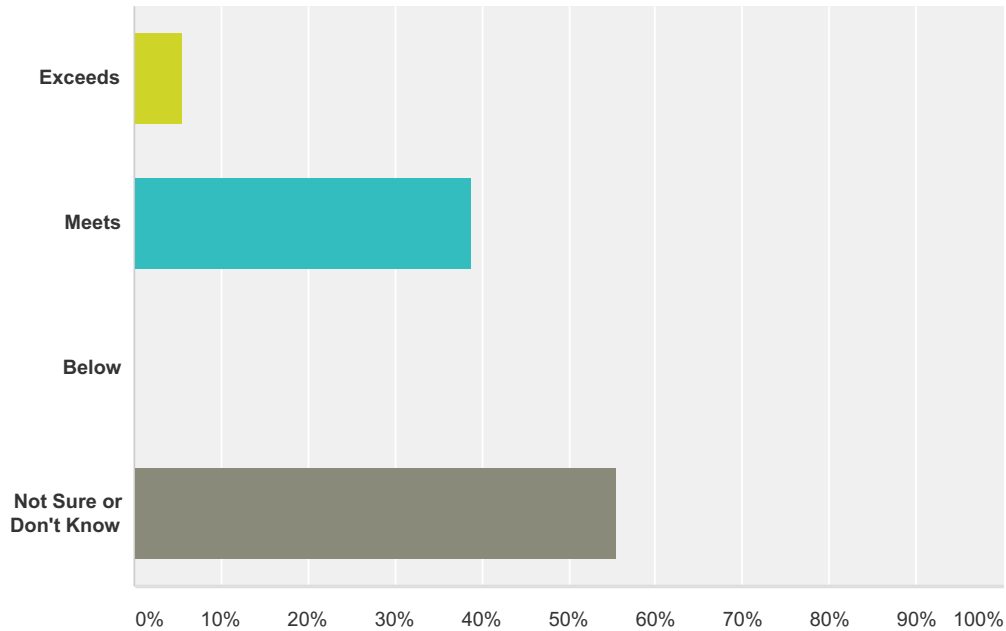


Answer Choices	Responses
Exceeds	38.89% 7
Meets	27.78% 5
Below	5.56% 1
Not Sure or Don't Know	27.78% 5
Total	18

#	Comments	Date
1	Limited active participation observed.	6/5/2015 7:45 AM
2	I have not observed	6/4/2015 12:23 PM

Q14 Maintains a list of items that need to be completed by the Administrator, Managers and other consultants and the expected completion date for each item.

Answered: 18 Skipped: 3

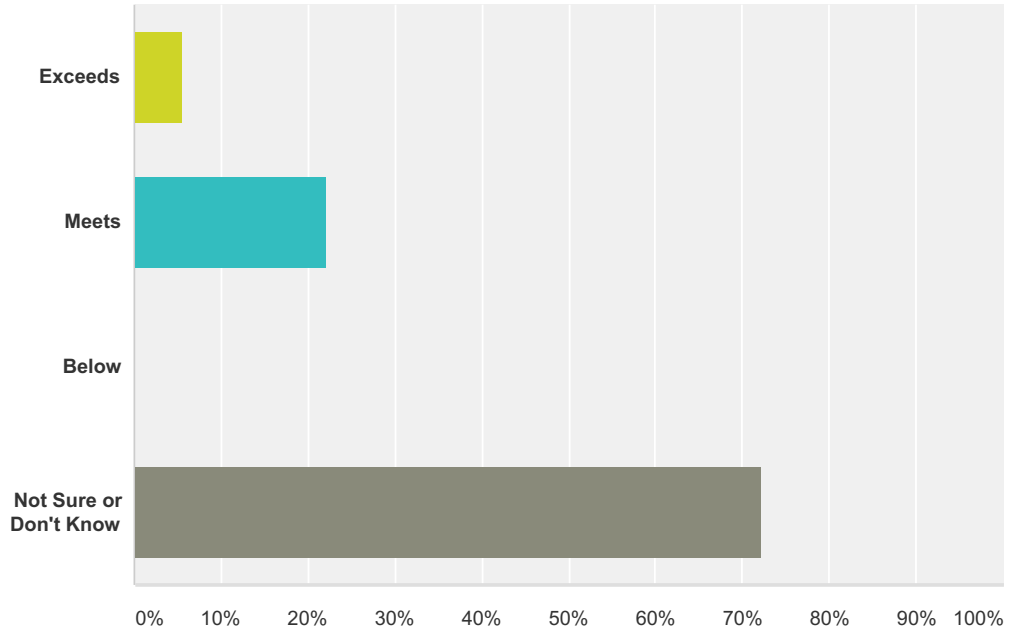


Answer Choices	Responses
Exceeds	5.56% 1
Meets	38.89% 7
Below	0.00% 0
Not Sure or Don't Know	55.56% 10
Total	18

#	Comments	Date
1	I have only seen a portion of this activity, as it related to me, she seems to balance several competing interests well and, again, keeps me on task	6/4/2015 12:24 PM

Q15 Prepares a monthly summary of work completed and time expended by work task and budget item.

Answered: 18 Skipped: 3

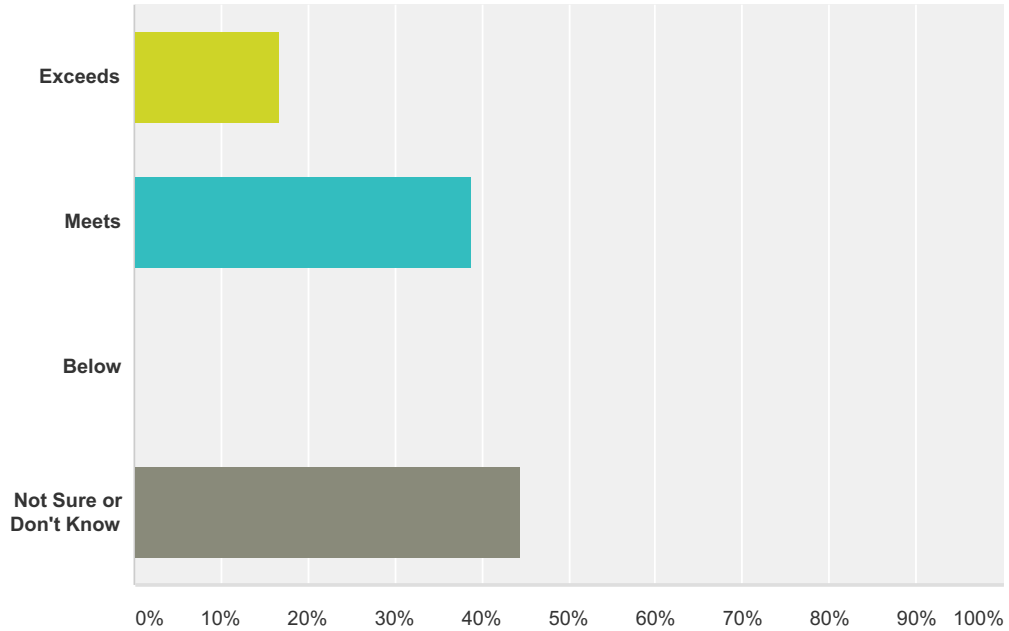


Answer Choices	Responses
Exceeds	5.56% 1
Meets	22.22% 4
Below	0.00% 0
Not Sure or Don't Know	72.22% 13
Total	18

#	Comments	Date
1	I have not observed	6/4/2015 12:24 PM

Q16 Implements the strategic direction of the LMRWD as set by the Board of Managers.

Answered: 18 Skipped: 3

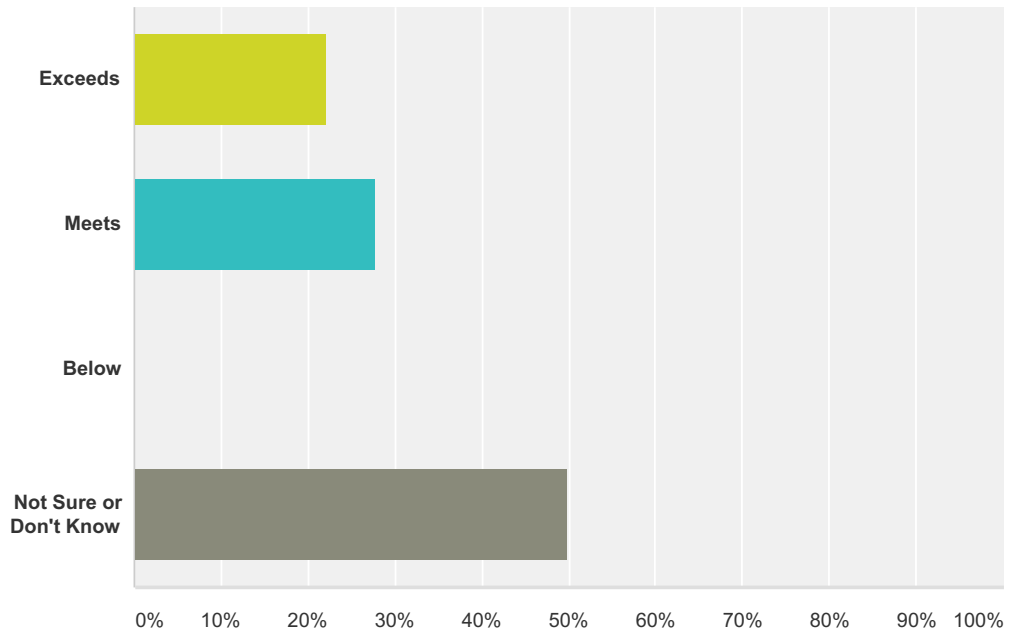


Answer Choices	Responses	
Exceeds	16.67%	3
Meets	38.89%	7
Below	0.00%	0
Not Sure or Don't Know	44.44%	8
Total		18

#	Comments	Date
1	Have only partially observed	6/4/2015 12:25 PM
2	Problem is I am uncertain what the strategic direction of the Board of Managers is.	6/4/2015 9:54 AM

Q17 Performs other duties or activities as may be directed by the Board of Managers.

Answered: 18 Skipped: 3



Answer Choices	Responses
Exceeds	22.22% 4
Meets	27.78% 5
Below	0.00% 0
Not Sure or Don't Know	50.00% 9
Total	18

#	Comments	Date
1	Have only partially observed	6/4/2015 12:25 PM
2	Again, I am uncertain as to what the primary objective of the Board of Managers is.	6/4/2015 9:54 AM

**Q18 Please provide any additional
comments or suggestions for improvement
here.**

Answered: 10 Skipped: 11

#	Responses	Date
1	Linda is great to work with. She values partnerships and coordinating efforts.	6/8/2015 8:18 AM
2	I see Linda at a number of meetings, and I am glad to see her reaching out to others for ideas and assistance. She does a great job as far as I can tell.	6/5/2015 4:39 PM
3	The District Administrator has demonstrated a strong ability to carry out the responsibilities of the position along with taking an active role in seeking out opportunities for partnerships and grant funding.	6/5/2015 1:49 PM
4	From my limited involvement I believe that Linda does a great job.	6/5/2015 10:35 AM
5	Most administrators/district staff I deal with exhibit more freedom to make decisions without Board direction.	6/5/2015 7:47 AM
6	Linda stepped with confidence into a challenge position with the WD. My observations of her performance are all positive. I believe that continued focus on the objectives in the WMP and continued organization of the WD's records will be of benefit to the efficiency of the WD	6/4/2015 12:54 PM
7	I believe Linda has been instrumental in changing the way the LMRWD does business. She regularly engages with local partners on behalf of the District, participates in other agency meetings, and is responsive to email and phone inquiries. I believe Linda has done an outstanding job as the LMRWD Administrator,	6/4/2015 12:26 PM
8	It seems like the LMRWD has moved away from the reason it was established (support to navigation). The district seems more interested in environmental projects, then it does navigation related issues, rather than having a balanced program. District needs more focus on projects that will help reduce the amount of sediment going into the Minn River.	6/4/2015 10:31 AM
9	I have felt that the LMRWD has not been a partner with other LGU and agencies and has not worked to find solutions to existing water quality issues. I feel that the Administrator is trying to bridge this gap to the best of her abilities as did Mr. Schwalbe before her. However, the clear and concise direction and support of the managers is imperative for any administrator to succeed.	6/4/2015 9:56 AM
10	I think Linda is doing a fantastic job carrying out her duties for the LMRWD. She is very organized and personable, and it has been a pleasure working with her.	6/4/2015 9:55 AM



LOWER
MINNESOTA RIVER
WATERSHED DISTRICT

Stakeholder list

COUNTIES			
Name	Title	Email Address	Additional Information
Hennepin	701 4th Avenue South, Minneapolis, MN 55415 Telephone: 612+348-3777		
*Ellen Sones	Environmental Services	Ellen.Sones@co.hennepin.mn.us	Hennepin County Environmental Services
*Randy Anhorn	Environmental Services	Randy.Anhorn@co.hennepin.mn.us	Hennepin County Environmental Services
Scott	7151 West 190th Street, Jordan, MN 55352 Telephone 952-492-5425		
*Troy Kuphal	District Manager	tkuphal@co.scott.mn.us	Scott County SWCD
Scott Schneider	Resource Conservationist	sschneider@co.scott.mn.us	Scott County SWCD
Jon Hess			
Carver	11360 Highway 212, Suite 6 Cologne, MN 55322 Telephone 952-466-5230		
*Mike Wanous	CSWCD District Manager	mwanous@co.carver.mn.us	Carver County SWCD
Dakota	4100 220th Street West, Suite 102 Farmington, MN 55024 Telephone 651-480-7777		
Brian Watson	District Manager	brian.watson@co.dakota.mn.us	Dakota County SWCD
*Jessica Van der Werff	Water Resource Specialist	Jessica.VanDerWerff@co.dakota.mn.us	Dakota County SWCD
CITIES			
Bloomington	1700 West 98th Street, Bloomington, MN 554 31-2501 Telephone: 952-563-4557		
*Bryan Gruidl	Water Resource Manager	bgruidl@ci.bloomington.mn.us	
*Scott Anderson		smanderson@ci.bloomington.mn.us	
Burnsville	Natural Resource Department 13713 Frontier Court, Burnsville, MN 55337 Telephone 952-895-4574		
Daryl Jacobson	Water Resource Specialist	daryl.jacobson@ci.burnsville.mn.us	
Terry Schultz	Director of Parks & Recreation	terry.schultz@ci.burnsville.mn.us	Telephone: 952-895-4505
Julie Dorshak	Community Services Manager	julie.dorshak@ci.burnsville.mn.us	
Carver			
Chanhassen	7700 Market Boulevard, P.O. Box 147, Chanhassen, MN 55317 Telephone 952-227-1100		
*Terry Jeffrey	Water Resource Coordinator	tjeffery@ci.chanhassen.mn.us	
Mendota			
Mendota-Heights			
Chaska	One City Hall Plaza, Chaska, MN 55318 Telephone 952-448-9200		
*Bill Monk	City Engineer	BMonk@chaskamn.com	
Eagan			
*Eric Macbeth	Water Resource Coordinator	EMacbeth@cityofeagan.com	
Eden Prairie	8080 Mitchell Road, Eden Prairie, MN 55344 Telephone 952-949-8327		
*Leslie Stovring	Environmental Coordinator	lstovring@ci.eden-prairie.mn.us	
Lilydale			
		cityoflilydale@comcast.net	
Minneapolis	City of Lakes Building, 309 South Second Avenue, Minneapolis, MN 55401 Telephone:		
Lois Eberhardt	Water Resource Administrator	lois.eberhardt@minneapolismn.gov	
Savage	6000 McColl Drive, Savage, MN 55378		

*Sam Lucido	Associate Civil Engineer	slucido@ci.savage.mn.us	Telephone: 952-882-2686
Terri Dill	Planner	tdill@ci.savage.mn.us	Telephone: 952-882-2698
John Powell	Public Works Director		Telephone: 952-882-2672
Shakopee			
*Bruce Loney	Director of Public Works	bloney@ci.shakopee.mn.us	
*Joe Swentek	Project Engineer	JSwentek@ci.shakopee.mn.us	
Jackson Township			
Rose Menke	Township Clerk	mrrmenke1@comcast.net	
Louisville Township			
	Township Clerk	town_clerk@hotmail.com	
STATE AGENCIES			
MPCA			
*Brooke Asleson		brooke.asleson@state.mn.us	
Chris Zadak		chris.zadak@state.mn.us	
Barb Peichel		barbara.peichel@state.mn.us	
BWSR			
*Brad Wozney	Clean Water Specialist	Brad.Wozney@state.mn.us	
*Steve Christopher	Board Conservationist	steve.christopher@state.mn.us	
DNR			
*Mark Nemeth	West Metro Fisheries	Mark.nemeth@dnr.state.mn.us	
Kate Drewry	Area Hydrologist	Kate.drewry@state.mn.us	West Metro Area Hydrologist
*Jennie Skancke	South Metro Area Hydrologist	Jennie.skancke@state.mn.us	South Metro Area Hydrologist
MDH			
MnDoT			
Patric Phenow	Ports & Waterways	patrick.phenow@state.mn.us	Telephone: 651-366-3672
*Nick Tiedeken	Hydrology and Aquatics	Nick.Tiedeken@state.mn.us	
*Beth Neuendorf	Water Resource Enigneer		
MAC			
*Al Dye	Airport Project Manager	Al.Dye@mspmac.org	
Met Council			
Judy Sventek	Water Resource Assessment Manager	judy.sventek@metc.state.mn.us	Telephone: 651-602-1156
*Joe Mulcahy		joe.mulcahy@metc.state.mn.us	
Leigh Harrod	Geologist	leigh.harrod@metc.state.mn.us	Telephone: 651-602-8085
FEDERAL AGENCIES			
USACOE			
*Steven D. Tapp	Operations Manager	steven.d.tapp@usace.army.mil	Telephone: 651-290-5151
*Paul Machajewski	Channel Maintenance Coordinator	Paul.R.Machajewski@usace.army.mil	Telephone: 651-290-5866
Joseph Willging	District Counsel	joseph.m.willging@usace.army.mil	
Kevin Baumgard	Assistant Chief - Operations	Kevin.I.baumgard@usace.army.mil	Telephone: 651-290-5320
Zach Kimmel			
USGS			
James Fallon	Supervisory Hydrologist	jfallon@usgs.gov	Telephone: 763-783-3255
Chris Ellison		cellison@usgs.gov	
USFWS			
Charles Blair	Regional Chief		Telephone: 952-854-5900
James Bodine	Manager		Telephone: 952-877-5900
OTHER WATERSHED DISTRICTS AND WMOS			
Nine Mile Creek WD			
*Kevin Bigalke	District Administrator	kbigalke@ninemilecreek.org	
Riley/ Purgatory WD			
*Claire Bleser	District Administrator	cbleser@rpbcwd.org	
Prior Lake/Spring Lake WD			
Diane Lynch	District Administrator	dlynch@plslwd.org	
Carver WMO			
*Paul Moline	Administrator	PMoline@co.carver.mn.us	

Charlie Sawdey	Water Resource Analyst	csawdey@co.carver.mn.us	Telephone: 952-361-1810
Scott WMO			
Melissa Bokman	Sr. Water Resource Planner	mbokman@co.scott.mn.us	Telephone: 952-486-8887
*Paul Nelson	District Administrator	pnelson@co.scott.mn.us	Telephone: 952-496-8054
Credit River			
MN River Board Disbanded in 12/2013			
Shannon Fisher			
Three Rivers Park District 3000 Xenium Lane North, Plymouth, MN 55441			
John Barton	Water Resource Manager		Telephone: 763-559-9000
Gun Club Lake Disbanded			
Eagan/Inver Grove Heights WMO			
Eric Macbeth	Administrator	EMacbeth@cityofeagan.com	
Black Dog Watershed WMO			
Terry Schultz	Director of Parks & Recreation	terry.schultz@ci.burnsville.mn.us	Telephone: 952-895-4505
Vermillion River WMO			
Mark Zabel	District Administrator		Telephone: 651-297-3491
OTHER INTERESTED PARTIES			
Xcel Energy			
Jim Bodensteiner			
LS Marine			
Taylor Luke		TaylorL@lsmarine.com	
Lobbyist			
Ron Harnack		harnackcreek@hotmail.com	651-341-7651
MN River Congress			
Scott Sparlin			
Cargill			
Michael Murphy	Plant Manager	M_Murphy@cargill.com	
CHS, Inc.			
Clint Gergen		clint.gergen@chsinc.com	
Greg Oberle		Greg.oberle@chsinc.com	
Riverland Ag			
Keith Simonson			
MN Corn Growers			
MN Ag Water Resource Coalition			
Warren Formo			
Upper Mississippi Waterway Association			
*Greg Genz	President	gj92@att.net	
Russ Eichman	Executive Director	umwa@umwa.net	
Metro Blooms/Blue Thumb			
Watershed Partners			

* Technical Advisory Committee Member

Performance Review for Administrator Jester

5. Does Laura appropriately direct the work of other consultants?

OTHER QUESTIONS:

6. What are your goals for the BCWMC? Is the BCWMC focusing on the right things? What trends do you see affecting the BCWMC?

Overall Assessment:

very satisfied

satisfied

dissatisfied

very dissatisfied

Areas of Improvement and/or Changes to Duties:

AMENDMENT #3 TO

ADMINISTRATOR AGREEMENT

THIS AMENDMENT is made as of this 17th day of January, 2024 by and between the Lower Minnesota River Watershed District, a Minnesota Watershed District established in accordance with the Minnesota Watershed Act ("LMRWD") and Naiad Consulting, LLC, a Minnesota limited liability company (the "Contractor")

RECITALS

WHEREAS, LMRWD and Contractor entered into that certain Administrator Agreement dated November 25, 2013, amended October 21, 2015 and January 7, 2019 and attached as Exhibit 1 ("Agreement"); and

WHEREAS, LMRWD and Contractor wish to continue the Agreement with the amendments specified below:

NOW, THEREFORE, the parties agree as follows:

1. Section 2, Compensation of the agreement shall be replaced with the following:

"COMPENSATION: Contractor will be paid for Services at the rate of \$90 per hour. Contractor will be reimbursed for actual, reasonable and necessary out-of-pocket expenses including postage, photocopies, audiotapes, and printing. Mileage and time will be reimbursed for travel with the Minneapolis/ St. Paul seven-county metropolitan area. Travel outside the seven-county metropolitan area including mileage (State of Minnesota rate), meals and overnight accommodations must have the prior approval of the Board or its designee. The Board may specify vendors to be used by Contractor for reimbursable expenses, which vendors may include existing LMRWD consultants, member cities or other entities.

Contractor's billable hours will not exceed 150 hours per month, without the prior written approval of the Board or its authorized officers."

2. In all other respects, the provisions set forth in the Agreement, as amended, shall remain unchanged.

WHEREUPON, the undersigned hereunder set their hands to this Amendment as of the day first above written.

NAIAD CONSULTING, LLC

BY: Linda R. Loomis

Its: Owner/Principal

LOWER MINNESOTA RIVER WATERSHED DISTRICT

BY: [Signature]

Its: President

AMENDMENT #2 TO
ADMINISTRATOR AGREEMENT

THIS AMENDMENT is made as of this 7th day of January, 2019 by and between the Lower Minnesota River Watershed District, a Minnesota Watershed District established in accordance with the Minnesota Watershed Act ("LMRWD") and Naiad Consulting, LLC, a Minnesota limited liability company (the "Contractor")

RECITALS

WHEREAS, LMRWD and Contractor entered into that certain Administrator Agreement dated November 25, 2013, amended October 21, 2015 and attached as Exhibit 1 ("Agreement"); and

WHEREAS, LMRWD and Contractor wish to continue the Agreement with the amendments specified below:

NOW, THEREFORE, the parties agree as follows:

1. Section 2, Compensation of the agreement shall be replaced with the following:

"COMPENSATION: Contractor will be paid for Services at the rate of \$75 per hour. Contractor will be reimbursed for actual, reasonable and necessary out-of-pocket expenses including postage, photocopies, audiotapes, and printing. Mileage and time will be reimbursed for travel with the Minneapolis/ St. Paul seven-county metropolitan area. Travel outside the seven-county metropolitan area including mileage (State of Minnesota rate), meals and overnight accommodations must have the prior approval of the Board or its designee. The Board may specify vendors to be used by Contractor for reimbursable expenses, which vendors may include existing LMRWD consultants, member cities or other entities.

Contractor's billable hours will not exceed 150 hours per month, without the prior written approval of the Board or its authorized officers."

2. In all other respects, the provisions set forth in the Agreement, as amended, shall remain unchanged.

WHEREUPON, the undersigned hereunder set their hands to this Amendment as of the day first above written.

NAIAD CONSULTING, LLC

By: Linda R. Loomis

Its: Owner/Principal

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

By: [Signature]

Its: President

**AMENDMENT TO
ADMINISTRATOR AGREEMENT**

THIS AMENDMENT is made as of this 21st day of October, 2015, by and between the Lower Minnesota River Watershed District, a Minnesota Watershed District established in accordance with the Minnesota Watershed Act ("LMRWD") and Naiad Consulting, LLC, a Minnesota limited liability company (the "Contractor").

RECITALS

WHEREAS, LMRWD and Contractor entered into that certain Administrator Agreement dated November 25, 2013, and attached as **Exhibit 1** ("Agreement"); and

WHEREAS, LMRWD and Contractor wish to continue the Agreement with the amendments specified below:

NOW, THEREFORE, the parties agree as follows:

1. Section 11, Insurance, of the Agreement shall be replaced with the following:

"INSURANCE: Contractor shall, at all times during the Agreement and at its sole cost and expense, carry and maintain Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this Agreement, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, and contractual liability with respect to the liability assumed by Contractor hereunder. The limits of insurance shall not be less than:

Each Occurrence	\$ 1,000,000
General Aggregate Limit	\$ 1,000,000
Broad Form Property Damage	\$ 1,000,000

LMRWD shall be listed as an additional insured on each insurance policy required hereunder. Each insurance policy shall provide that it will not be canceled or amended except after thirty (30) days advance written notice to the additional insured parties. Contractor shall provide evidence of such insurance policies (certificates of insurance) to LMRWD upon execution of this Agreement and when requested by LMRWD in the future.

2. Section 14, Notices, of the Agreement shall be replaced with the following:

"NOTICES: Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

ADMINISTRATOR AGREEMENT

THIS AGREEMENT is made as of this 25th day of November, 2013, by and between the Lower Minnesota River Watershed District, a Minnesota Watershed District established in accordance with the Minnesota Watershed Act ("LMRWD") and, Naiad Consulting, LLC, a Minnesota limited liability company (the "Contractor").

1. **SCOPE OF SERVICES:** Contractor will perform the following services as prioritized and assigned by the LMRWD Board of Managers ("Board") under this Agreement, together with such other administrative services as may be assigned from time to time:

- Facilitate the implementation of the updated LMRWD's Watershed Management Plan that sets strategic direction, goals, policies and work plans for the next 10 years.
- Establish processes to increase the organization's efficiency and to reduce duplication of effort.
- Serve as the primary point of contact for LMRWD's business and coordinate activities among consultants.
- Provide coordination with representatives of City, County, State and Federal agencies and other stakeholder groups.
- Coordinate consultants' projects and activities; review invoices and recommend payment.
- Identify opportunities to secure grant funding and develop partnerships to accomplish the LMRWD's Watershed Management Plan.
- Track implementation of watershed-funded annual water quality projects and activities to ensure that established objectives, project budgets, and schedules are met.
- Develop an operation and capital budget on an annual basis for consideration by the Board.
- Develop an annual work plan and reporting system in consultation with the Board.
- Develop agendas for meetings; attend the monthly Board meetings, special TAC meetings and others as necessary.
- Maintain a list of items that need to be completed by the Consultant, Managers and other consultants and the expected completion date for each item.
- Prepare a monthly summary of work completed and time expended by work task and budget item.
- Perform other duties or activities as may be directed by the Board.

(hereinafter "Services").

For the remainder of 2013 the LMRWD sets aside \$8,800.00 for time and expenses related to the Contractor's position. Contractor will prepare and maintain a work plan and schedule of priorities, in consultation with the Board or its authorized

benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the LMRWD. Contractor (and any person working for or employed by Contractor) shall not be considered an employee of the LMRWD for any purpose including, but not limited to income tax withholding; workers' compensation; unemployment compensation; FICA taxes; liability for torts; and eligibility for benefits.

Contractor will not be provided with a place of business and will retain control over the manner and means of the services provided by Contractor as an independent contractor. Contractor will provide, at Contractor's expense, necessary office space, transportation, computer capability, an internet email address and incidental office supplies needed to provide the Services.

This Agreement is non-exclusive. Contractor may take other employment or contracts that do not interfere with Contractor's duties hereunder.

8. **DATA PRACTICES AND RECORDS:** All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing services under this Agreement shall be the exclusive property of the LMRWD. All such records shall be maintained with the records of the LMRWD and in accordance with the instructions of the Board. When operating under standard business practices, the Contractor will not be held liable for the loss of LMRWD's records which may be held by Contractor outside of the LMRWD's offices. The Contractor will comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. If Contractor receives a request for data pursuant to the Data Practices Act, Minnesota Statutes Chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) Contractor possesses or has created as a result of this Agreement, it will inform the LMRWD immediately and transmit a copy of the request to the Board. If the request is addressed to the LMRWD, Contractor will not provide any information or documents, but will direct the inquiry to the Board. If the request is addressed to Contractor, Contractor will notify and consult with the Board and its legal counsel before replying. Nothing in the preceding sentence supersedes Contractor's obligations under this Agreement with respect to protection of LMRWD's data, property rights in data or confidentiality. Nothing in this section constitutes a determination that Contractor is performing a governmental function within the meaning of Minnesota Statutes Section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.
9. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations or ordinances in performance of Contractor's duties hereunder, such laws including but not limited to those relating to non-discrimination in hiring or labor practices.
10. **AUDIT:** The Contractor agrees that the LMRWD, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt,

Bruce D. Malkerson
Malkerson Gunn Martin LLP
220 South Sixth Street, Suite 1900
Minneapolis, MN 55402

WHEREUPON, the undersigned hereunder set their hands to this Agreement as of the day first above written.

NAIAD CONSULTING, LLC

By: Rinda Loomis
Its: President

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

By: Kent Francis
Its: President