

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting Wednesday, March 20, 2024

Agenda Item

Item 8. A. - Evaluation of Administrative Services Agreement

Prepared By

Linda Loomis, Administrator

Summary

This item was tabled at the February 21, 2024, to the March 20, 2024, meeting.

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

President Barisonzi also pointed out that the Administrative Services Agreement was missing the even numbered pages. That has been corrected.

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 with amendments

Recommended Action

The Board should appoint a committee to bring a recommendation to the Board of Managers as to how to proceed.

SUPPLEMENTAL

President Barisonzi and Manager Salvato have prepared a recommendation to evaluate Administrative Services needed by the LMRWD and to evaluate the services being provided by the current administrative services provider. This information is attached. It will be sent you Managers separately.

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 <u>Board</u> 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.

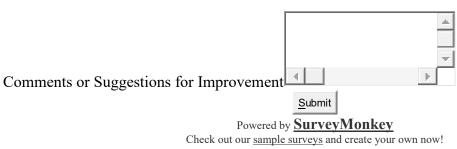
1. Your role with the Lower Minnesota River Watershed District. I am a
Board Member TAC member Consultant Under Contract with the District Other: Please Describe
2. Working relationships and leadership. Constructive cooperation and positive working relationships with Managers, the District's professional 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 stakeholdersindividual 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.
C 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
^C 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.

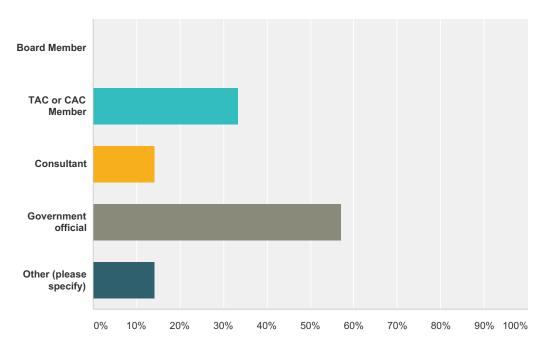
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^C Meets
© Below
Not Sure or Don't Know
8. Grants. Works with and provides support to the District Engineer on grant applications, tracking, and reporting, on identifying new partnerships, and on securing new sources of outside revenue, grants, and donations.
Exceeds
Meets
Below
Not Sure or Don't Know
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
O Meets
© Below
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Below Not Sure or Don't Know
© 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
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.
O 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



Q1 What is your relationship to the LMRWD?

Answered: 21 Skipped: 0

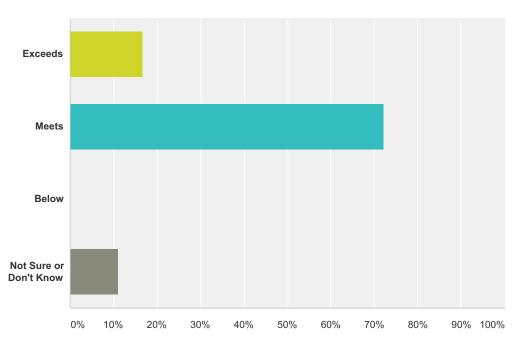


Answer Choices	Responses	
Board Member	0.00%	0
TAC or CAC Member	33.33%	7
Consultant	14.29%	3
Government official	57.14%	12
Other (please specify)	14.29%	3
Total Respondents: 21		

#	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.



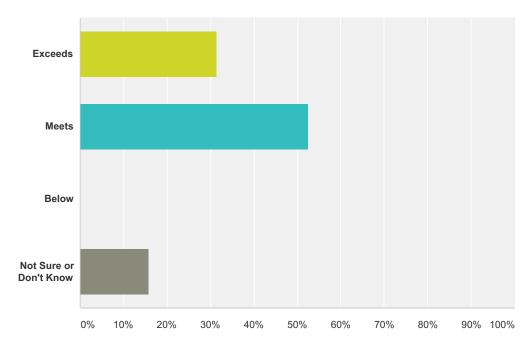


Answer Choices	Responses	
Exceeds	16.67%	3
Meets	72.22%	13
Below	0.00%	0
Not Sure or Don't Know	11.11%	2
Total		18

#	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.



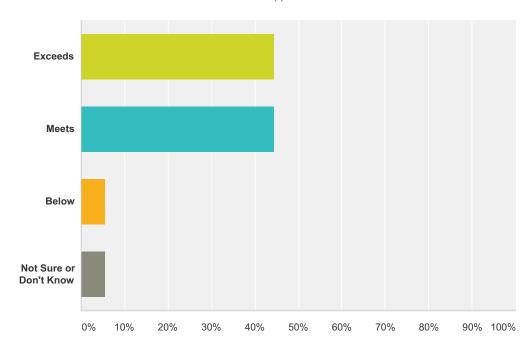


Answer Choices	Responses
Exceeds	31.58% 6
Meets	52.63% 10
Below	0.00%
Not Sure or Don't Know	15.79% 3
Total	19

#	Comments	Date
	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.



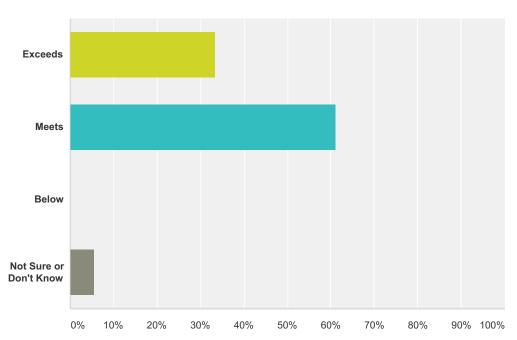


Answer Choices	Responses
Exceeds	44.44% 8
Meets	44.44% 8
Below	5.56% 1
Not Sure or Don't Know	5.56% 1
Total	18

#	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.



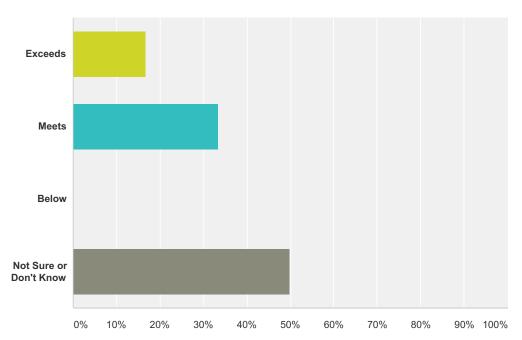


Answer Choices	Responses	
Exceeds	33.33%	6
Meets	61.11%	11
Below	0.00%	0
Not Sure or Don't Know	5.56%	1
Total		18

#	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.



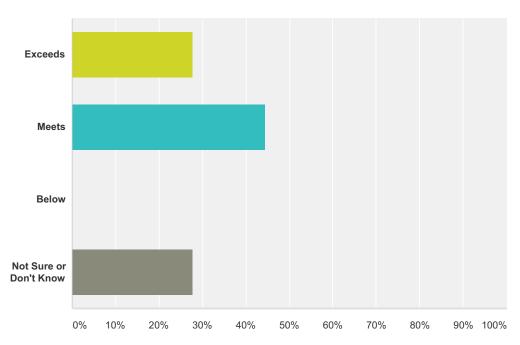


Answer Choices	Responses
Exceeds	16.67% 3
Meets	33.33% 6
Below	0.00%
Not Sure or Don't Know	50.00% 9
Total	18

#	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.



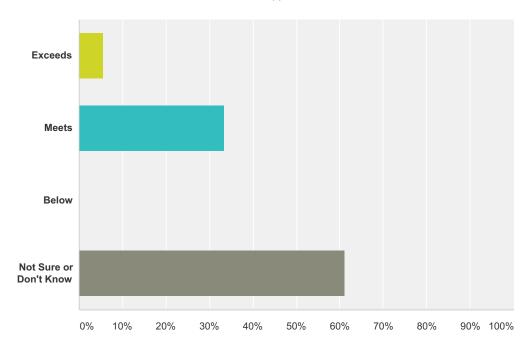


Answer Choices	Responses
Exceeds	27.78% 5
Meets	44.44% 8
Below	0.00%
Not Sure or Don't Know	27.78% 5
Total	18

#	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.



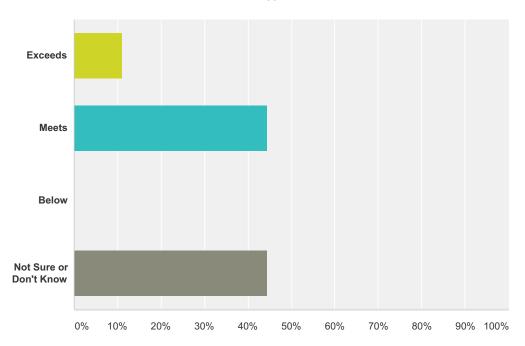


Answer Choices	Responses	
Exceeds	5.56%	1
Meets	33.33%	6
Below	0.00%	0
Not Sure or Don't Know	61.11%	11
Total		18

#	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 watershedfunded water quality projects and activities to ensure that established objectives, project budgets and schedules are met.



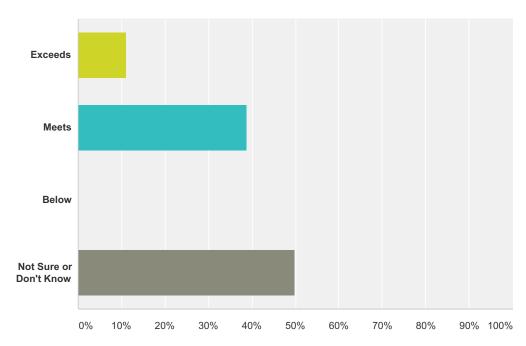


Answer Choices	Responses	
Exceeds	11.11%	2
Meets	44.44%	8
Below	0.00%	0
Not Sure or Don't Know	44.44%	8
Total		18

#	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.



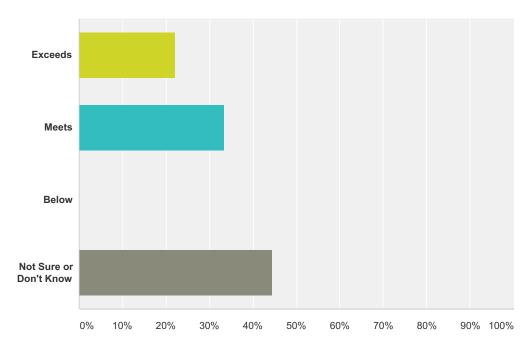


Answer Choices	Responses
Exceeds	11.11%
Meets	38.89% 7
Below	0.00%
Not Sure or Don't Know	50.00% 9
Total	18

#	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.



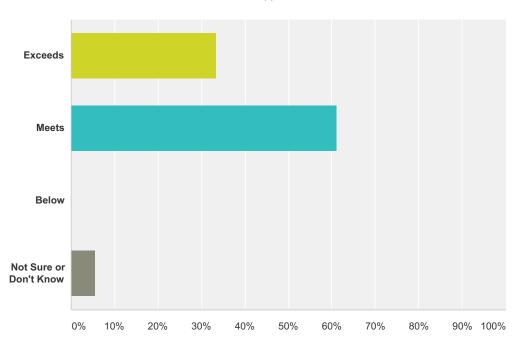


Answer Choices	Responses
Exceeds	22.22% 4
Meets	33.33% 6
Below	0.00%
Not Sure or Don't Know	44.44% 8
Total	18

#	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.



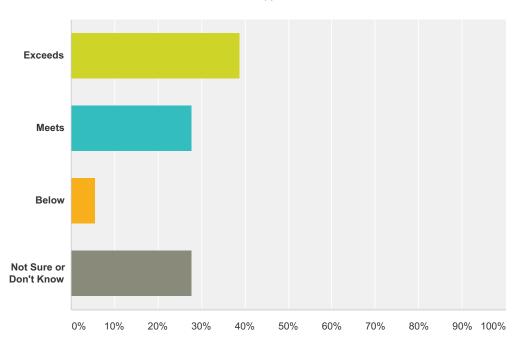


Answer Choices	Responses
Exceeds	33.33% 6
Meets	61.11% 11
Below	0.00%
Not Sure or Don't Know	5.56% 1
Total	18

#	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.



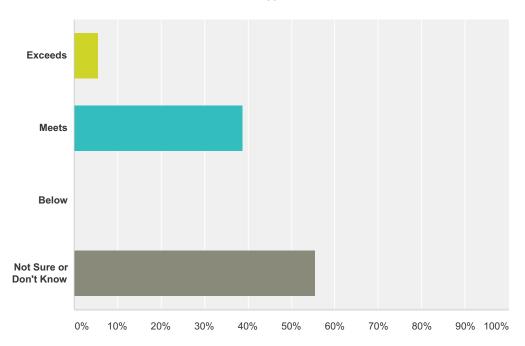


Answer Choices	Responses
Exceeds	38.89% 7
Meets	27.78% 5
Below	5.56% 1
Not Sure or Don't Know	27.78% 5
Total	18

#	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.



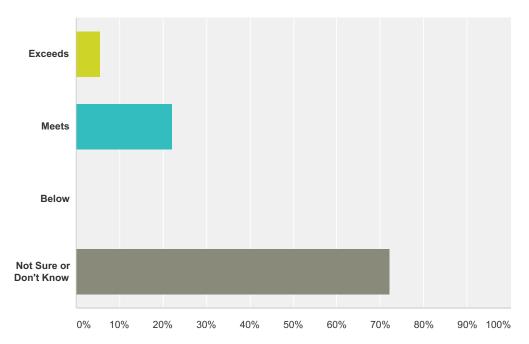


Answer Choices	Responses	
Exceeds	5.56%	1
Meets	38.89%	7
Below	0.00%	0
Not Sure or Don't Know	55.56%	10
Total		18

#	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.



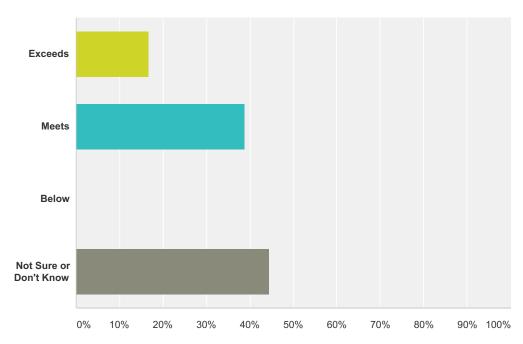


Answer Choices	Responses
Exceeds	5.56% 1
Meets	22.22% 4
Below	0.00%
Not Sure or Don't Know	72.22% 13
Total	18

#	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.



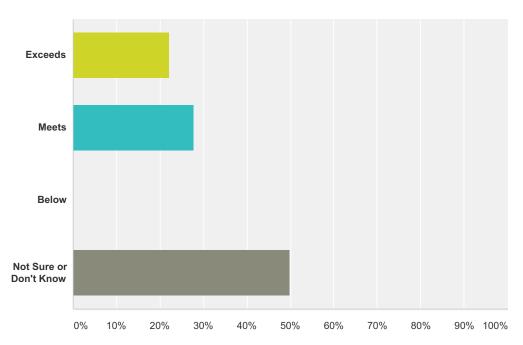


Answer Choices	Responses
Exceeds	16.67% 3
Meets	38.89% 7
Below	0.00%
Not Sure or Don't Know	44.44% 8
Total	18

#	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.





Answer Choices	Responses
Exceeds	22.22% 4
Meets	27.78% 5
Below	0.00%
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 interseted 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



Stakeholder list

		COUNTIES	
Name	Title	Email Address	Additional Information
Hennepin	701 4th Avenue South, Minneap	olis, MN 55415 Telephone: 612+348-3	777
*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 952-492-54	25
*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 Cold	ogne, MN 55322 Telephone 952-466-52	30
*Mike Wanous	CSWCD District Manager	mwanous@co.carver.mn.us	Carver County SWCD
Dakota	4100 220th Street West, Suite 10	02 Farmington, MN 55024 Telephone 651-4	180-7777
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, Bloomin	gton, 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 1	3713 Frontier Court, Burnsville, MN 55337 T	elephone 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 Roulevard, P.O. Ro	x 147, Chanhassen, MN 55317 Telephone 9	352-227-1100
*Terry Jeffrey	Water Resource Coordinator	tjeffery@ci.chanhassen.mn.us	
Mendota	Water Resource Coordinator	<u>gerrery@ci.cnamiassen.mi.us</u>	
iviendota			
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 Te	elephone:
Lois Eberhardt	Water Resource Administrator	lois.eberhart@minneapolismn.gov	
Savage	6000 McColl Drive, Savage, MN		1

*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	mrmenke1@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			I
*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	South Metro Area Hydrologist	zenneiskaneke@state.nni.us	Journ Metro Area Hydrologist
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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@metc.state.mn.us	
*Joe Mulcahy			
· · · · · · · · · · · · · · · · · · ·	Geologist	leigh.harrod@metc.state.mn.us	Telephone: 651-602-8085
*Joe Mulcahy Leigh Harrod	Geologist		Telephone: 651-602-8085
Leigh Harrod	Geologist	leigh.harrod@metc.state.mn.us	Telephone: 651-602-8085
Leigh Harrod USACOE		leigh.harrod@metc.state.mn.us FEDERAL AGENCIES	
Leigh Harrod USACOE *Steven D. Tapp	Geologist Operations Manager Channel Maintenance Coordinator	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil	Telephone: 651-602-8085 Telephone: 651-290-5151 Telephone: 651-290-5866
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski	Operations Manager Channel Maintenance Coordinator	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil	Telephone: 651-290-5151
USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging	Operations Manager Channel Maintenance Coordinator District Counsel	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES	Telephone: 651-290-5151 Telephone: 651-290-5866
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski	Operations Manager Channel Maintenance Coordinator	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil	Telephone: 651-290-5151
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel	Operations Manager Channel Maintenance Coordinator District Counsel	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES	Telephone: 651-290-5151 Telephone: 651-290-5866
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations	steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon	Operations Manager Channel Maintenance Coordinator District Counsel	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil ifallon@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations	steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil jfallon@usgs.gov cellison@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine Nine Mile Creek WD	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager OTHER N	steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil jfallon@usgs.gov cellison@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine Nine Mile Creek WD *Kevin Bigalke	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil jfallon@usgs.gov cellison@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine Nine Mile Creek WD	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager OTHER N	steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil jfallon@usgs.gov cellison@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine Nine Mile Creek WD *Kevin Bigalke	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager OTHER N	steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil jfallon@usgs.gov cellison@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine Nine Mile Creek WD *Kevin Bigalke Riley/ Purgatory WD	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager OTHER V District Administrator	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil ifallon@usgs.gov cellison@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine Nine Mile Creek WD *Kevin Bigalke Riley/ Purgatory WD *Claire Bleser	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager OTHER V District Administrator	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil ifallon@usgs.gov cellison@usgs.gov	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900
Leigh Harrod USACOE *Steven D. Tapp *Paul Machajewski Joseph Willging Kevin Baumgard Zach Kimmel USGS James Fallon Chris Ellison USFWS Charles Blair James Bodine Nine Mile Creek WD *Kevin Bigalke Riley/ Purgatory WD *Claire Bleser Prior Lake/Spring Lak	Operations Manager Channel Maintenance Coordinator District Counsel Assistant Chief - Operations Supervisory Hydrologist Regional Chief Manager OTHER V District Administrator Bistrict Administrator	leigh.harrod@metc.state.mn.us FEDERAL AGENCIES steven.d.tapp@usace.army.mil Paul.R.Machajewski@usace.army.mil joseph.m.willging@usace.army.mil Kevin.l.baumgard@usace.army.mil jfallon@usgs.gov cellison@usgs.gov cellison@usgs.gov chieser@rpbcwd.org chieser@rpbcwd.org	Telephone: 651-290-5151 Telephone: 651-290-5866 Telephone: 651-290-5320 Telephone: 763-783-3255 Telephone: 952-854-5900

Charlie Sawdey	Water Resource Analyst	csawdey@co.carver.mn.us	Telephone: 952-361-1810
Scott WMO		T	
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		1	
	D: 1 1: 42/2042		
MN River Board	Disbanded in 12/2013	1	
Shannon Fisher	1		
Three Rivers Park Di		orth, Plymouth, MN 55441	
John Barton	Water Resource Manager		Telephone: 763-559-9000
Gun Club Lake	Disbanded		
Eagan/Inver Grove H	leights WMO	,	
Eric Macbeth	Administrator	EMacbeth@cityofeagan.com	
Black Dog Watershe			
Terry Schultz	Director of Parks & Recreation	terry.schultz@ci.burnsville.mn.us	Telephone: 952-895-4505
Vermillion River WM	10		
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 Resou	rce Coalition		
Warren Formo			
	aterway Association		
*Greg Genz	President	gj92@att.net	
Russ Eichman	Executive Director	umwa@umwa.net	
Metro Blooms/Blue			
Watershed Partners			
vvatersneu raitileis			

^{*} Technical Advisory Committee Member

Performance Review for Administrator Jester

Review Period:	2023
Client:	Bassett Creek Watershed Management Commission

For the questions below, feel free to write your comments and observations – noting what Laura does S,

well or where improvements are needed. Or, you can simply indicate whether Laura MEETS, EXCEEDS, or performs BELOW expectations.
PERFORMANCE REVIEW QUESTIONS:
1. Does Laura live up to her commitments to the BCWMC? (scope, schedule, budget, communication)?
2. Does Laura demonstrate that she understands the needs of the BCWMC? (priorities, working towards a common goal, invoicing)?
3. Does the quality of Laura's work and work products meet BCWMC needs and requirements including meeting materials and communications, reports, accessibility, and timely replies/responsiveness?
4. Does Laura make and maintain good relationships with member cities and other partners including State agencies, park districts, lake groups, residents, Hennepin County, and others?

Performance Review for Administrator Jester

5. Does Laura appropri	iately direct the wor	k of other consult	ants?	
OTHER QUESTIONS:				
6. What are your goals you see affecting the B		the BCWMC focus	sing on the right thi	ngs? What trends do
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: Sunda R. Suomus

Its: Owner/Principal

LOWER MINNESOTA RIVER WATERSHED DISTRICT

BY: 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: Omda K. O Domes
Its: Owner/Principal
LOWER MINNESOTA RIVER
WATERSHED DISTRICT
Ву:
Its: President

AMENDMENT TO

ADMINISTRATOR AGREEMENT

THIS AMENDMENT is made as of this 215th day of Octoor, 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.

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 day of ..., 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").

- 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 \$300 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

representatives, to facilitate determining and achieving the LMRWD's highest priority goals within its budget.

2. COMPENSATION: Contractor will be paid for the Services at the rate of \$ 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 within the Minneapolis/St. Paul seven-county metropolitan area. Travel outside of 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 125 hours per month, without, the prior written approval of the Board or its authorized officers.

PAYMENT: Contractor may not incur reimbursable expenses prior to the date of this
Agreement without permission from the Board. The Contractor will submit monthly
invoices for services providing detailed time records of services provided and time spent and
receipts for reimbursable expenses.

Invoices and records, together with supporting information, shall be submitted in a form acceptable to the LMRWD. The LMRWD will pay invoices within 45 days of receipt thereof. Invoices received by the first Wednesday of the month will ordinarily be authorized for payment at that month's regular Board meeting.

- 4. TERM AND TERMINATION: This Agreement shall continue in effect indefinitely unless terminated in accordance with this Agreement. Notwithstanding any language in this Agreement to the contrary, this Agreement may be terminated by either party at any time, and for any reason, on 30 days' written notice. Within 90 days of the date of this Agreement and annually thereafter, the LMRWD will review this Agreement. Contractor reserves the right to renegotiate the Agreement at the time of the review.
- 5. SUBSTITUTION AND ASSIGNMENT: Services provided by Contractor will generally be performed by Linda Loomis, who is an employee of Contractor. Upon approval by the LMRWD, the Contractor may substitute other persons to perform the services set forth in this Agreement. No assignment of this Agreement shall be permitted without a prior written amendment signed by the LMRWD and the Contractor.
- AMENDMENTS: No amendments to this Agreement may be made except in writing signed by both parties.
- 7. INDEPENDENT CONTRACTOR: The Contractor (including the Contractor's employees, if any) is not an employee of the LMRWD. Contractor (and any person working for or employed by Contractor) will act as independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation

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.

- DATA PRACTICES AND RECORDS: All records, information, materials and other work 8. 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.
- 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.
- 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, except,

and transcribe any books, documents, papers, and records that are relevant to and involve transactions relating to this Agreement.

- 11. INSURANCE: Contractor shall maintain insurance providing coverage for general and professional liability in the amounts and providing the coverage generally described in Exhibit A attached to this Agreement. Contractor can rely on work provided by the LMRWD's other contractors. Exhibit A not attached
- 12. APPLICABLE LAW: The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Carver, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.
- NO AGENCY: Contractor is an independent contractor and shall not be considered to be the agent or servant of the LMRWD for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the LMRWD unless specifically given such authority in writing or by motion of the Board.
- 14. 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:

To the Contractor:

Naiad Consulting, LLC c/o Linda Loomis 6677 Olson Highway Golden Valley, MN 55427

To the LMRWD:

President

Lower Minnesota River Watershed District

112 East Fifth Street, Suite 102

Chaska, MN 55318

With a copy to:

Whoever is the President of the LMRWD. Kent Francis currently is the President and

his address is:

Kent Francis 623 Griffin Street Carver, MN 55315

And to:

Whoever is the attorney for the LMRWD.

Bruce Malkerson currently is the attorney

and his address is:

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: Ronda Loomis
Its: President

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Kent Francis

Its: President

To: LMRWD Board Members From: Personnel Committee

Re: Administrator Position Evaluation - March Update

The Personnel Committee was formed by appointment of the President at the February Board meeting. The charge was to design and implement a process for the evaluation of the Administrator position. President Barisonzi and Secretary Salvato were appointed.

The Committee has met several times over the past month to scope the evaluation process. This was informed by reviewing the Administrator Agreement with a focus on the Scope of Service and the past evaluations which have been completed. We were additionally informed of a solicitation to other Watersheds for their evaluation processes and products.

Based on this material we have drafted the following evaluatory forms:

For Board Members

- Evaluation of the Current Scope of Services for the Administrator Position. This
 evaluation is to be completed by members of the Board of Managers (present/immediate
 past).
- 2. **Evaluation of the Current Administrator**: (Exclusive for Board Members)

For the Administrator:

3. **Administrator's Self-Evaluation Form.** Please use this form to evaluate your own performance in fulfilling the Scope of Service, provide feedback on the Scope of Service itself, and suggest changes to any other elements of the Administrator's agreement.

We have additionally put together an evaluation rubric to aggregate the resulting information received:

4. **Administrator Evaluation Rubric:** This will be the guide for aggregating and analyzing the qualitative and qualitative data.

For Stakeholders

We have decided that it is not appropriate to survey community-based stakeholders, general community members, vendors or partners in the context of the review of either the Administrator Position or the Administrator. We believe that it is essential to collect their feedback, opinions, and ideas about the LMRWD, but that will be best done in a general feedback about the organization, not specific contractors.

Recommended Action:

The Personnel Committee requests authorization from the Board to solicit, collect and aggregate information about the Administrator Position using the materials provided. The

resulting information will be presented with recommendations for next steps at the next Board meeting.								

Evaluation of the Current Scope of Services for the Administrator Position

This evaluation is to be completed by members of the Board of Managers (present/immediate past). The results will be one data point used by the personnel committee in the evaluation and consideration of the Administrator's Current Scope of Services. While all comments will be aggregated, anonymity is not guaranteed due to the relatively small sample size.

<include the scope of service>

[0 = unclear or unknown; 1 is not at all, 10 is perfectly]

- 1. Alignment with Organizational Goals:
 - 1.1. To what extent does the Scope of Service align with the strategic direction, goals, and policies outlined in the LMRWD's Watershed Management Plan? (0-10)
 - 1.2. Does the Scope of Service effectively support the organization's mission and objectives? (0-10)
 - 1.3. How well does the Scope of Service facilitate the implementation of the updated Watershed Management Plan? (Open Text)
- 2. Clarity and Specificity:
 - 2.1. Is the Scope of Service clearly defined and specific in outlining the contractor's duties and responsibilities? (0-10)
 - 2.2. Are there any ambiguities or gaps in the Scope of Service that need to be addressed? (0-10)
 - 2.3. How well does the Scope of Service specify the development of annual operation and capital budgets? (Open Text)
- 3. Efficiency and Effectiveness:
 - 3.1. Does the Scope of Service establish processes and mechanisms to increase organizational efficiency and reduce duplication of effort? (0-10)
 - 3.2. Are there any opportunities to streamline or improve the effectiveness of the outlined responsibilities? (0-10)
 - 3.3. How effectively does the Scope of Service address the establishment of processes to increase organizational efficiency? (Open Text)
- 4. Stakeholder Engagement and Communication:
 - 4.1. Does the Scope of Service adequately address the need for the contractor to engage with stakeholders, including representatives from City, County, State, and Federal agencies? (0-10)
 - 4.2. Are there clear expectations for communication and coordination with stakeholders? (0-10)

4.3. How well does the Scope of Service ensure the contractor serves as the primary point of contact for LMRWD's business? (Open Text)

5. Financial Management and Resource Allocation:

- 5.1. Does the Scope of Service provide sufficient guidance on financial management, including budgeting, invoicing, and grant funding opportunities? (0-10)
- 5.2. Are there any areas where the Scope of Service could be strengthened to better support financial stewardship? (0-10)
- 5.3. How effectively does the Scope of Service address identifying opportunities to secure grant funding and develop partnerships? (Open Text)

6. Project Tracking and Reporting Requirements:

- 6.1. Are the project tracking and reporting requirements outlined in the Scope of Service sufficient to ensure accountability and transparency? (0-10)
- 6.2. Does the Scope of Service specify the frequency and format of reporting on project progress and expenditures? (0-10)
- 6.3. How well does the Scope of Service ensure the tracking of implementation of watershed-funded annual water quality projects? (Open Text)

7. Meeting Management and Governance:

- 7.1. Does the Scope of Service adequately address the contractor's role in managing meetings, developing agendas, and attending Board meetings? (0-10)
- 7.2. Are there any additional governance or oversight responsibilities that should be included in the Scope of Service? (0-10)
- 7.3. How effectively does the Scope of Service ensure the development of agendas for meetings and attendance at monthly Board meetings? (Open Text)

8. Flexibility and Adaptability:

- 8.1. Does the Scope of Service allow for flexibility and adaptability to accommodate changing organizational needs and priorities? (0-10)
- 8.2. Are there mechanisms in place for periodic review and revision of the Scope of Service as needed? (0-10)
- 8.3. How well does the Scope of Service allow for flexibility to accommodate changing organizational needs? (Open Text)

9. Performance Metrics and Evaluation Criteria:

- 9.1. Are there clear performance metrics and evaluation criteria outlined in the Scope of Service to assess the contractor's performance? (0-10)
- 9.2. Do the performance metrics align with the organization's goals and objectives? (0-10)
- 9.3. How effectively does the Scope of Service establish performance metrics for assessing the completion of tasks and responsibilities? (Open Text)

10. Stakeholder Feedback and Continuous Improvement:

- 10.1. Does the Scope of Service include provisions for soliciting feedback from stakeholders, the Board of Managers, and the contractor to inform ongoing improvements? (0-10)
- 10.2. Are there mechanisms in place to ensure continuous improvement in the execution of the Scope of Service over time? (0-10)
- 10.3. How well does the Scope of Service address the preparation of a monthly summary of work completed and time expended? (Open Text)

11. Legal and Regulatory Compliance:

- 11.1. Does the Scope of Service ensure compliance with relevant laws, regulations, and contractual obligations? (0-10)
- 11.2. Are there any legal or regulatory considerations that need to be addressed in the Scope of Service? (0-10)
- 11.3. How effectively does the Scope of Service ensure compliance with relevant laws, regulations, and contractual obligations? (Open Text)

12. Resource Allocation and Workload Distribution:

- 12.1. Does the Scope of Service appropriately allocate resources and distribute workload responsibilities to ensure the successful execution of tasks? (0-10)
- 12.2. Are there any resource constraints or workload imbalances that need to be addressed? (0-10)
- 12.3. How well does the Scope of Service address the development of an operation and capital budget on an annual basis? (Open Text)

13. Sustainability and Long-Term Planning:

- 13.1. Does the Scope of Service support the long-term sustainability of the organization's activities and initiatives? (0-10)
- 13.2. Are there provisions for long-term planning and strategic foresight embedded within the Scope of Service? (0-10)
- 13.3. How effectively does the Scope of Service support long-term planning and strategic foresight? (Open Text)

14. Integration with Organizational Structure:

- 14.1. Does the Scope of Service integrate seamlessly with the existing organizational structure and processes? (0-10)
- 14.2. Are there any opportunities to improve alignment and coordination with other departments or functions within the organization? (0-10)
- 14.3. How well does the Scope of Service integrate with the existing organizational structure and processes? (Open Text)

15. Overall Effectiveness and Satisfaction:

15.1. How satisfied are you with the overall effectiveness of the Scope of Service in guiding the contractor's responsibilities and activities? (0-10)

- 15.2. Are there any specific areas where the Scope of Service could be enhanced or improved to better meet the organization's needs? (0-10)
- 15.3. How well does the Scope of Service develop an annual work plan and reporting system in consultation with the Board? (Open Text)

Rubric:

- 1-3: Needs Improvement
- 4-6: Fair
- 7-8: Good
- 9-10: Excellent

^{*}Please select "0" for "Unknown" or "N/A" where applicable.*

Administrator Evaluation Rubric

1. Overall Assessment:

- Quantitative Rating: 1-10
- Qualitative Descriptor:
 - o 1-3: Needs Improvement
 - 4-6: Fair7-8: Good
 - o 9-10: Excellent

2-17. Individual Sections (e.g., Alignment with Organizational Goals, Efficiency and Effectiveness, etc.):

- Quantitative Rating: 1-10
- Qualitative Descriptor:
 - 1-3: Needs Improvement
 - 4-6: Fair7-8: Good
 - o 9-10: Excellent

18. Feedback on Administrator's Agreement

- Qualitative Assessment
- Administrator's feedback on any proposed changes or updates to the Administrator's agreement will be considered and evaluated for relevance, feasibility, and alignment with organizational goals and legal requirements.

Integration of Data

- The quantitative ratings provided by stakeholders, including Board Members and General Stakeholders, will be aggregated to calculate an average score for each section of the evaluation.
- The Administrator's self-evaluation ratings will also be included in the calculation of average scores for each section.
- Feedback provided by stakeholders and the Administrator on specific areas for improvement, suggestions for changes to the Scope of Service, and proposed updates to the Administrator's agreement will be analyzed and considered during the evaluation process.
- An overall evaluation score will be calculated by averaging the scores from all sections
 of the evaluation, providing a comprehensive assessment of the Administrator's
 performance.

Reporting and Action Plan:

- A detailed report will be generated summarizing the evaluation results, including quantitative ratings, qualitative feedback, and proposed changes or updates.
- Based on the evaluation findings, an action plan will be developed to address any identified areas for improvement, implement suggested changes to the Scope of Service

or A their	dministrator's role.	s agreement,	and suppor	t the Admini	strator in ac	hieving exce	ellence in

Administrator's Self-Evaluation Form

As a Board, we are offering you a set of questions that we hope will help you effectively highlight and clarify your work as the LMRWD administrator and performance in 2023. We hope this process is supportive of your continued good work. Please use this form to evaluate your own performance in fulfilling the Scope of Service, provide feedback on the Scope of Service itself, and suggest changes to any other elements of the Administrator's agreement.

The Board will review your answers prior to the meeting, and we will be prepared to offer our thoughts and perspectives on your activities, performance, and opportunities.

Self-assessments of work performance can be challenging. Please do your best to be objective about the work and your performance. The discussion is designed to celebrate good work and identify opportunities to make work in 2024 and beyond even better.

- 1. Alignment with Organizational Goals
 - 1.1. How effectively has the implementation of the updated Watershed Management Plan been implemented? (1-10)
 - 1.2. Provide some examples which demonstrate alignment with strategic direction, goals, and policies outlined in the plan. (Open Text)
- 2. Clarity and Specificity
 - 2.1. How well-defined and specific do you consider the Scope of Service in outlining your duties and responsibilities? (1-10)
 - 2.2. Identify any ambiguities or gaps in the Scope of Service and suggest improvements. (Open text)
- 3. Efficiency and Effectiveness
 - 3.1. What processes have been established to increase organizational efficiency and reduce duplication of effort? (Open Text)
 - 3.2. Provide examples showcasing streamlining or improvements in effectiveness of outlined responsibilities. (Open Text)
- 4. Stakeholder Engagement and Communication
 - 4.1. How effective has the engagement of the LMRWD been with representatives from various agencies and stakeholders? (1-10)
 - 4.2. Describe your communication and coordination practices with stakeholders. (Open Text)
 - 4.3. How could stakeholder engagement and communications be improved? (Open Text)
- 5. Financial Management and Resource Allocation
 - 5.1. Explain your financial management practices, including budgeting, invoicing? (Open Text)

- 5.2. Explain the grant writing efforts of the LMRWD? (Open Text)
- 5.3. Provide examples illustrating identification of funding opportunities. Highlight which have been successful. (Open text)

6. Project Tracking and Reporting Requirements

- 6.1. Describe methods used to track project implementation and ensure objectives, budgets, and schedules are met? (1-10)
- 6.2. Share samples of project progress reports and expenditure tracking. (Open text)

7. Meeting Management and Governance

- 7.1. Explain your responsibilities related to managing meetings, developing agendas, and attending Board meetings? (1-10)
- 7.2. In what ways could the management and governance of the LMRWD be improved? What is the role of the Administrator to support these efforts?

8. Flexibility and Adaptability

- 8.1. How does the Scope of Service allow for flexibility and adaptability to changing organizational needs and priorities? (1-10)
- 8.2. Describe mechanisms in place for periodic review and revision of the Scope of Service

9. Performance Metrics and Evaluation Criteria

- 9.1. Explain the performance metrics and evaluation criteria outlined in the Scope of Service
- 9.2. Discuss how these metrics align with organizational goals and objectives

10. Stakeholder Feedback and Continuous Improvement

- 10.1. Describe provisions for soliciting feedback from stakeholders and incorporating it for continuous improvement (1-10)
- 10.2. Provide examples demonstrating ongoing improvements in the execution of the Scope of Service

11. Legal and Regulatory Compliance

- 11.1. Explain measures taken to ensure compliance with relevant laws, regulations, and contractual obligations
- 11.2. Share examples showcasing adherence to legal and regulatory requirements

12. Resource Allocation and Workload Distribution

- 12.1. Describe how resources are allocated and workload responsibilities distributed to ensure successful execution of tasks
- 12.2. Identify and suggest solutions for resource constraints or workload imbalances

13. Sustainability and Long-Term Planning

- 13.1. Discuss how the Scope of Service supports long-term sustainability of organizational activities and initiatives
- 13.2. Provide suggestions for long-term planning and strategic foresight

14. Integration with Organizational Structure

- 14.1. Explain how the Scope of Service integrates with existing organizational structure and processes
- 14.2. Identify any opportunities to improve alignment and coordination with other departments or functions (e.g. Engineering, Legal, Education & Outreach, Public Affairs, CAC)

15. Board Role and Responsibility

- 15.1. How has the Board supported the Administrator position (1-10)
- 15.2. In what ways has the Board supported the Administrator position?(Open Text)
- 15.3. In what ways could the Board better support the Administrator position?(Open Text)

16. Overall Effectiveness and Satisfaction

- 16.1. Rate your satisfaction with the overall effectiveness of the Administrator position (1-10)
- 16.2. Identify specific areas for enhancement or improvement for the Administrator Position to better meet organizational needs. (Open Text)
- 16.3. Are there any elements of the Administrator's agreement that you believe need to be changed or updated? If so, please provide details. (Open Text)

17. Conclusion

- 17.1. Please recap key accomplishments and successes in fulfilling the Scope of Service. (Open Text)
- 17.2. Commit to ongoing improvement and alignment with organizational goals. (Open Text)
- 17.3. Any additional feedback or comments you would like to provide regarding your performance, the Scope of Service, or any other aspect of your role? (Open Text)

Evaluation of the Current Administrator

(Exclusive for Board Members)

This evaluation is exclusively for Board Members of the District. The results will be one data point used by the personnel committee in the evaluation and consideration of the Administrator's performance. While all comments will be aggregated, since it is a relatively small sample size, anonymity is not guaranteed.*

[0 = unclear or unknown; 1 is not at all, 10 is perfectly]

- 1. Strategic Direction and Planning:
 - 1.1. How effectively has the administrator facilitated the implementation of the updated Watershed Management Plan? (1-10)
 - 1.2. Has the administrator demonstrated an understanding of the strategic direction, goals, and policies outlined in the plan? (1-10)
 - 1.3. How well does the administrator identify opportunities to secure grant funding and develop partnerships to support the Watershed Management Plan? (1-10)
 - 1.4. Please provide additional comments or examples on Strategic Direction and Planning: (Open text)

2. Efficiency and Coordination:

- 2.1. Has the administrator established processes to increase organizational efficiency and reduce duplication of effort? Please provide examples. (0-10)
- 2.2. How well has the administrator coordinated activities among consultants and served as the primary point of contact for LMRWD's business? (0-10)
- 2.3. How effectively does the administrator maintain a list of items to be completed by consultants and ensure timely completion? (0-10)
- 2.4. Please provide additional comments or examples on Efficiency and Coordination (Open text)

3. Stakeholder Engagement:

- 3.1. How effectively has the administrator engaged with representatives from City, County, State, and Federal agencies, as well as other stakeholders? (0-10)
- 3.2. Have you observed any improvements in stakeholder coordination and communication since the administrator assumed their role? (0-10)
- 3.3. How well does the administrator solicit feedback from stakeholders, the Board of Managers, and the contractor to inform ongoing improvements? (0-10)
- 3.4. Please provide additional comments or examples on Stakeholder Engagement (Open text)

4. Financial Management:

4.1. How well has the administrator managed financial aspects, such as coordinating consultants' projects, reviewing invoices, and recommending payments? (0-10)

- 4.2. Has the administrator successfully identified opportunities to secure grant funding and develop partnerships to support the Watershed Management Plan? (0-10)
- 4.3. How effectively does the administrator develop an operation and capital budget on an annual basis for consideration by the Board? (0-10)
- 4.4. Please provide additional comments or examples on Financial Management (Open text)

5. Project Tracking and Reporting:

- 5.1. How thorough has the administrator been in tracking the implementation of watershed-funded projects and ensuring that objectives, budgets, and schedules are met? (0-10)
- 5.2. Are you satisfied with the quality and frequency of the administrator's reporting on project progress and expenditures? (0-10)
- 5.3. How well does the administrator track the implementation of watershed-funded annual water quality projects? (0-10)
- 5.4. Please provide additional comments or examples on Project Tracking and Reporting (Open text)

6. Budgeting and Planning:

- 6.1. How effectively has the administrator developed annual operation and capital budgets for consideration by the Board? (0-10)
- 6.2. Have you found the annual work plans and reporting systems developed by the administrator to be comprehensive and useful for decision-making? (0-10)
- 6.3. How well does the administrator develop agendas for meetings and attend the monthly Board meetings? (0-10)
- 6.4. Please provide additional comments or examples on Budgeting and Planning (Open text)

7. Meeting Management:

- 7.1. How well has the administrator managed meetings, including developing agendas and attending monthly Board meetings and other necessary gatherings? (0-10)
- 7.2. Have you observed any improvements in meeting efficiency or effectiveness under the administrator's leadership? (0-10)
- 7.3. How effectively does the administrator attend monthly Board meetings, special TAC meetings, and others as necessary?(0-10)
- 7.4. Please provide additional comments or examples on Meeting Management (Open text)

8. Task Management and Accountability:

- 8.1. How effectively has the administrator maintained a list of items to be completed by consultants and ensured timely completion? (0-10)
- 8.2. Are you satisfied with the level of accountability demonstrated by the administrator in completing assigned tasks and activities? (0-10)

- 8.3. How well does the administrator prepare a monthly summary of work completed and time expended by work task and budget items? (0-10)
- 8.4. Please provide additional comments or examples on Task Management and Accountability (open text)

9. 1. Overall Assessment:

- 9.1. How would you rate the administrator's performance in fulfilling the scope of services outlined in the contract? (0-10)
- 9.2. Are you satisfied with the administrator's overall performance? Please explain your rating. (0-10)
- 9.3. Please provide additional comments or examples on Overall Assessment (Open text)

10. Final Comments:

10.1. Is there any final feedback or comments you would like to provide regarding the administrator's performance or the scope of services outlined in the contract? (Open text)

Rubric:

- > 1-3: Needs Improvement
- ➤ 4-6: Fair
- > 7-8: Good
- > 9-10: Excellent

Please select "0" for "Unknown" or "N/A" where applicable.