



Cannon River Watershed Joint Powers Board

Mission: Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

AGENDA

Cannon River Watershed Joint Powers Board Meeting

November 1st, 2023 at 9am

Straight River Room

1814 2nd Ave NW, Faribault, MN 55021

I. Call to Order and Roll Call

II. Consent Agenda

1. Approval of Agenda
2. Approval of Joint Powers Board Minutes of August 2nd, 2023 Meeting
3. Minutes of October 4th, 2023 Executive Committee Meeting
4. 2023 3rd Quarter Financial Summary and Bills Payable
5. 2023 Budget Update
6. MPCA Surface Water Assessment Grant
7. 2024 MCIT Quote
8. 2024 Meeting Schedule

III. Regular Agenda

9. 2024 Budget- *board action required*
10. Recognition to logo winner- *board action required*
11. Promotional Material- *board action required*
12. 2024 Contract with Clean River Partners- *board action required*
13. Policy updates- *informational*
14. Request for additional Watershed Based Implementation Funds from BWSR- *board action required*

IV. Update on implementation activities

15. FY2021 WBIF Updates

16. FY2023 WBIF Updates

17. Circle Lake Improvement District Presentation- Dean Sunderland

V. Staff Reports

VI. Other Correspondence

VII. Adjourn



Cannon River Watershed Joint Powers Board

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**Draft CRWJPB Meeting
August 2nd, 2023 at 9 am
Rice County Government Services Building
320 3rd St NW, Faribault, MN 55021**

CRWJPB Members: James Hedeem (Belle Creek WD), Kevin Chamberlain (Dakota SWCD), Brad Anderson (Goodhue County), Don Schliep (Goodhue SWCD) Steven Rohlring (Le Sueur County), David Preisler (Le Sueur County) (*non-voting member*), Jim Struck (Le Sueur SWCD), Galen Malecha (Rice County), Richard Cook (Rice SWCD), Rick Gnemi (Steele County), Dan Hansen (Steele SWCD), Doug Christopherson (Waseca County), Keith Morgan (Waseca SWCD)

Also in Attendance: Ashley Gallagher (Dakota SWCD staff), Karl Schmidtke (Le Sueur SWCD SWCD staff), Joe Jirik (Le Sueur SWCD staff), Steve Pahs (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff), Teresa DeMars (Rice SWCD staff), Eric Miller (Waseca County staff), Chad Hildebrand (Goodhue SWCD staff), Mark Schaetzke (Waseca SWCD staff), Brad Becker (Dakota County staff), Holly Bushman (Le Sueur County staff), Eric Gulbransen (Steele SWCD staff), David Stenzel (Steele County staff), Dean Sunderland, Alan Kraus

I. Call to Order and Roll Call

Chair Rohlring called the meeting to order at 9:00 am.

II. Consent Agenda

1. Approval of Agenda
2. Approval of Joint Powers Board Minutes of May 3rd, 2023 Meeting
3. Minutes of June 21st Executive Committee Meeting
4. 2023 2nd Quarter Financial Summary and Bills Payable
5. 2023 Budget Update
6. MPCA Surface Water Assessment Grant

Motion by Malecha, second by Gnemi to approve the consent agenda. Motion carried.

III. Regular Agenda

7. FY2023 WBIF Workplan

The shifts in the workplan are based off projects staff already have interest in from landowners.

Motion by Anderson, second by Hedeem to approve the workplan amendment as presented in the packet. Motion carried.

8. Upper Cannon Flood Study

Bolton Minck was selected for the flood study since they started the study when it was utilizing the first round of funding. The funding source would allow 36 months to finish, with the goal being 24 months. The following are also contributing to the study: City of Faribault, City of Waterville, LeSueur SWCD, Rice SWCD, and LeSueur County.

Motion by Gnemi, second by Weber to approve the use of \$20,000 in dues for the match for the Hazard Mitigation Grant for the Upper Cannon Flood Study. Motion carried.

9. 2024 Dues

Motion by Malecha, second by Weber to approve the dues for 2024 as 100% for all tiers. Motion carried.

10. Selection of new CRWJPO logo

Motion by Malecha, second by Hedeem to approve the logo of the outline of the watershed as the new CRWJPO logo. Motion carried.

11. 2024 Draft Budget

No further discussion than what was presented in the packet.

12. Policy Updates

Board members recommend staff look into higher rates for structural and non-structural contracts.

13. Letter of Support- RCPP Climate Resilient Agricultural Watersheds

Motion by Malecha, second by Anderson to approve the submittal of a letter of support for the RCPP-Climate Resilient Agricultural Watersheds application. Motion carried.

14. FY21 WBIF grant extension

Motion by Cook, second by Hedeem to approve the CRWJPO administrator submitting an extension for the FY2021 Cannon WBIF grant to BWSR. Motion carried.

IV. Update on implementation activities

15. FY2021 WBIF Updates

No updates.

16. FY2023 WBIF Updates

No updates.

17. Soil Health Events Presentation

Al Kraus presented on the events. There were 101 in attendance for the two events with 43 of them being farmers.

V. Staff Reports

Eric Miller is the new staff representative member from Waseca County.

VI. Other Correspondence

There were no other correspondences.

VII. Adjourn

The next meeting will be on November 1st, 2023 at 9am in the Straight River Room at the Rice County Fairgrounds. Motion by Hansen, second by Gnemi to adjourn the meeting at 10:21 am.

Respectfully Submitted,

Galen Malecha,
Secretary Cannon River Watershed Joint Powers Board



Cannon River Watershed Joint Powers Board

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Draft Minutes CRWJPB Executive Committee October 4th, 2023 at 8 am Teams Online Video Platform

CRWJPB Members: Steven Rohlfing (Le Sueur County), Mike Slavik (Dakota County), Galen Malecha (Rice County)

Also in Attendance: Emmie Scheffler (Rice SWCD staff), Ashley Gallagher (Dakota SWCD staff), Chad Hildebrand (Goodhue SWCD staff), Brad Becker (Dakota County staff), Brad Behrens (Rice County staff), David Stenzel (Steele County staff), Eric Gulbransen (Steele SWCD staff), Adam Beilke (BWSR), Jeremy Maul (BWSR)

1. Call to Order

Chair Rohlfing called the meeting to order at 8:03 am.

2. Update on Implementation Activities

The amendment on the FY23 funds was approved by BWSR. The FY21 extension is pending fall field season for approval. BWSR is doing a reconciliation on the FY21 grant in the coming weeks.

3. Recap of September 2023 Technical Advisory Group meeting

Staff is going to try and partner with Clean River Partners for well testing clinics. MDH suggested looking into well sealing cost. MPCA is currently working on the lake management plans.

4. Contracting with Clean River Partners for Peer-to-Peer meetings

Members supported entering into this contract. Staff will present a contract at the November board meeting.

5. Review of Funding Policy

Ashley reviewed the policy as presented in the packet.

6. Review of CRP Incentive Policy

Ashley reviewed the policy as presented in the packet.

7. Agenda Items for November CRWJPB meeting

Members are fine with staff getting apparel since it gets the visual out. Staff will look into tents. Circle Lake would like to present at the next meeting and members think that would be educational for them.

8. Adjourn

The meeting was adjourned at 8:29 am by Chair Rohlring.

DRAFT



Cannon River Watershed Joint Powers Organization

Mission: Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

Financial report for 3rd quarter 2023.

The following reports were prepared October 18th.

**CRWJPO
PROGRAM SUMMARY
JULY 1 THRU SEPTEMBER 30, 2023**

1	A	B	C	D	E	F	G	H	I
2	FUNDING SOURCE		BEG. BAL	RECEIPTS	DISBURSE.	END BAL.			
3		Member Dues	127,566.17			684.00	\$126,882.17		
4		Interest	3,387.73	595.20			\$3,982.93		
5		<i>total dues from previous qrtr</i>	130,953.90		Dues Balance			\$130,865.10	
6									
7		BWSR WBIF Grant FY20-21							
8		Education and Outreach	0.00				\$0.00		
9		Grant Administration	0.00				\$0.00		
10		Inventories	31,310.20				\$31,310.20		
11		Plan Development	0.00				\$0.00		
12		Cost Share Projects	150,751.29			7,611.30	\$143,139.99		
13		Cost Share Projects T/A	0.00				\$0.00		
14		<i>total FY21 from previous qrtr</i>	182,061.49		FY20-21 Grant Balance			174,450.19	E-Link confirmed
15									
16		BWSR WBIF Grant FY22-23	\$514,329.00				\$514,329.00	50% rcvd	rcvd 3/14/2023
17		Education and Outreach	88,234.22			12,034.60	\$76,199.62		
18		Grant Administration	43,513.00			27,253.55	\$16,259.45		
19		Plan Development	69,628.32				\$69,628.32		
20		Cost Share Projects	506,258.00			27,110.63	\$479,147.37		
21		Cost Share Projects T/A	187,802.92				\$187,802.92		
22		Groundwater	8,000.00				\$8,000.00		
23		Conservation Drainage	90,000.00				\$90,000.00		
24		<i>total FY23 from previous qrtr</i>	993,436.46		FY22-23 Grant Balance			927,037.68	E-Link Confirmed
25									
26		MPCA SWAG Grant	-1,292.00	12,664.63		16,377.63	-\$5,005.00		
27									
28		TOTALS	1,305,159.85	\$13,259.83		\$91,071.71	\$1,232,352.97		
29									
30					Total funds		1,232,352.97		
31					Less reserve for future plan		-5,000.00		
32					Less State Grant Balances		-1,101,487.87		
33					Total funds undesignated		125,865.10		

TREASURER'S REPORT (BILLS PAYABLE)

10/18/23
 Accrual Basis

Cannon River Watershed Joint Powers Board Treasurer's Report As of September 30, 2023

	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
10000 - Checking/Savings									685,964.85
10200 - Reliance Bank Checking									-55,380.39
	Transfer	07/11/2023			Funds Transfer	√	10300 - Reliance Bank Savings	75,000.00	19,619.61
	Bill Pmt -Check	07/28/2023	5114	RMB Environmental Laboratories In	multiple invoices	√	20000 - Accounts Payable	-864.00	18,755.61
	Bill Pmt -Check	08/02/2023	5113	RMB Environmental Laboratories In	multiple invoices	√	20000 - Accounts Payable	-1,176.00	17,579.61
	Deposit	08/16/2023			Deposit	√	44020 MPCA Lake/Strm Smping	12,664.63	30,244.24
	Bill Pmt -Check	08/18/2023	5115	Goodhue SWCD - V	2nd qtr 2023 MPCA reimburse	√	20000 - Accounts Payable	-1,958.90	28,285.34
	Bill Pmt -Check	08/18/2023	5116	Le Sueur County - V	2nd qtr 2023 MPCA reimburse	√	20000 - Accounts Payable	-554.03	27,731.31
	Bill Pmt -Check	08/18/2023	5117	Le Sueur SWCD - v	2nd qtr 2023 MPCA reimburse	√	20000 - Accounts Payable	-668.13	27,063.18
	Bill Pmt -Check	08/18/2023	5118	Rice SWCD - Vendor	2nd qtr 2023 MPCA reimburse	√	20000 - Accounts Payable	-1,640.75	25,422.43
	Bill Pmt -Check	08/18/2023	5119	Steele SWCD - vendor	2nd qtr 2023 MPCA reimburse	√	20000 - Accounts Payable	-5,446.82	19,975.61
	Bill Pmt -Check	08/28/2023	5120	RMB Environmental Laboratories In	multiple invoices	√	20000 - Accounts Payable	-1,957.00	18,018.61
	Bill Pmt -Check	09/13/2023	5121	RMB Environmental Laboratories In	multiple invoices	√	20000 - Accounts Payable	-1,252.00	16,766.61
	Bill Pmt -Check	09/27/2023	5122	RMB Environmental Laboratories In	multiple invoices		20000 - Accounts Payable	-860.00	15,906.61
	Bill Pmt -Check	09/30/2023	5123	Clean River Partners, Inc.	3rd qtr 2023 - invoice #083123		20000 - Accounts Payable	-7,155.00	8,751.61
	Bill Pmt -Check	09/30/2023	5124	Dakota SWCD - Vendor	3rd qtr 2023 - invoice #3325		20000 - Accounts Payable	-3,002.00	5,749.61
	Bill Pmt -Check	09/30/2023	5125	Goodhue SWCD - V	3rd qtr 2023 invoice #Q3-2023CRiv		20000 - Accounts Payable	-28,644.56	-22,894.95
	Bill Pmt -Check	09/30/2023	5126	Le Sueur County - V	3rd qtr invoice #Q3-2023		20000 - Accounts Payable	-1,111.00	-24,005.95
	Bill Pmt -Check	09/30/2023	5127	Rice SWCD - Vendor	3rd qtr 2023 - invoice #2018011		20000 - Accounts Payable	-28,167.98	-52,173.93
	Bill Pmt -Check	09/30/2023	5128	SE SWCD Technical Support JPB	3rd qtr 2023 invoice #CannonRJPO		20000 - Accounts Payable	-3,606.51	-55,780.44
	Bill Pmt -Check	09/30/2023	5129	Waseca Soil & Water Conservation	invoice #3Q-23-WasecaSWCD		20000 - Accounts Payable	-430.38	-56,210.82
	Bill Pmt -Check	09/30/2023	5130	Steele SWCD - vendor	2nd qtr 2023 - invoice #2023-15		20000 - Accounts Payable	-514.40	-56,725.22
	Bill Pmt -Check	09/30/2023	5132	Le Sueur SWCD - v	3rd QRTR INVOICE #2307-13		20000 - Accounts Payable	-2,062.25	-58,787.47
Total 10200 - Reliance Bank Checking								-3,407.08	-58,787.47
10300 - Reliance Bank Savings									741,345.24
	Transfer	07/11/2023			Funds Transfer	√	10200 - Reliance Bank Checking	-75,000.00	666,345.24
	Deposit	07/31/2023			Interest	√	48100 - Interest Income	205.26	666,550.50
	Deposit	08/31/2023			Interest	√	48100 - Interest Income	198.12	666,748.62
	Deposit	09/30/2023			Interest	√	48100 - Interest Income	191.82	666,940.44
Total 10300 - Reliance Bank Savings								-74,404.80	666,940.44
Total 10000 - Checking/Savings								-77,811.88	608,152.97
TOTAL								-77,811.88	608,152.97

REVENUES	2023 Budget Draft	2023 Budget Actual Q1	2023 Budget Actual Q2	2023 Budget Actual Q3
Use of Fund Balance (Unrestricted Funds)	\$85,783.43	\$85,783.43	\$ 85,783.43	\$ 85,783.43
Dues from Members	\$49,000.00	\$49,000.00	\$ 49,000.00	\$ 49,000.00
Interest	\$500.00	\$234.87	\$ 889.47	\$ 889.47
Investment Earnings/Dividends	\$0.00	\$0.00	\$ -	\$ -
BWSR WBF Grant FY21	\$271,479.14	\$271,470.14	\$ 271,470.14	\$ 271,470.14
BWSR WBIF Grant FY23	\$514,329.00	\$514,329.00	\$ 514,329.00	\$ 514,329.00
TOTAL REVENUE	\$921,091.57	\$920,817	\$921,472	\$921,472
EXPENSES				
Fund Source- Dues				
Develop Lake Management Plans	\$30,000.00	\$0	\$ -	\$ -
Administration -General	\$0.00	\$0	\$ -	\$ -
Administration - Fiscal Agent	\$0.00	\$0	\$ -	\$ -
Administration - Education and Outreach	\$0.00	\$0	\$ -	\$ -
Administration - TACS	\$0.00	\$0	\$ -	\$ -
Administration - AIM	\$5,000.00	\$259	\$ 259.00	\$ 259.00
Legal Services	\$3,000.00	\$0	\$ -	\$ -
Accounting and Audit Services	\$2,400.00	\$0	\$ 2,400.00	\$ 2,400.00
Liability Insurance and General Operating	\$4,060.00	\$4,060	\$ 4,060.00	\$ 4,060.00
Fund Balance- Operating	\$50,823.00	\$50,823	\$ 50,823.00	\$ 50,823.00
Fund Balance- plan revisions	\$40,000.00	\$40,000	\$ 40,000.00	\$ 40,000.00
Website				\$ 684.00
Subtotal	\$135,283.00	\$95,142.00	\$97,542.00	\$98,226.00
FY21 BWSR Grant *all allocated				
Cost Share Project				
Cost Share - 3.1.1-C-7	\$163,543.74	\$18,503.53	\$ 30,994.12	\$ 45,641.62
Cost share- 3.2.1-B-2	\$18,174.67	\$0.00	\$ -	\$ -
C/S Technical Assistance	\$14,231.42	\$18,760.81	\$ 34,231.43	\$ 34,231.43
Grant Administration	\$6,142.56	\$14,186.50	\$ 14,186.50	\$ 14,186.50
Education Outreach	\$12,814.65	\$6,112.73	\$ 7,091.41	\$ 7,091.41
Inventories				
Shoreline Inventories- 3.2.2-B-1	\$56,572.10	\$2,032.70	\$ 2,941.20	\$ 2,941.20
Subtotal	\$271,479.14	\$59,596.27	\$89,444.66	\$104,092.16
FY23 BWSR Grant				
Plan Development				
T/A Stream Restoration- 3.1.1-C-1	\$20,000	\$0	\$ 371.68	\$ 371.68
PTMapp Wetland Restoration- 3.1.2-A-1	\$21,000	\$0	\$ -	\$ -
Cost Share Projects				
Structures PL- 3.1.1-A-3	\$2,000	\$0	\$ -	\$ -
Structures IL- 3.1.1-B-3	\$40,000	\$0	\$ -	\$ 12,463.13
Structures IS- 3.1.1-C-7	\$76,796	\$0	\$ -	\$ 6,596.30
Nonstructural corn/sb- 3.2.1-B-2	\$13,333	\$0	\$ -	\$ 1,015.00
Nonstructural short season- 3.2.1-B-3	\$2,000	\$0	\$ -	\$ -
Perennial crops- 3.2.1-A-1	\$80,000	\$0	\$ -	\$ -
Soil loss ordinance- 3.1.1-C-3	\$12,000	\$0	\$ -	\$ -
Conservation Drainage				
Gibbs MDM- 3.2.3-A-8	\$100,000	\$0	\$ -	\$ -
Education and Outreach				
Soil Health Team- 3.2.1-B-4	\$15,000	\$0	\$ 5,619.03	\$ 12,774.03
E&O implementation (role)	\$10,200	\$0	\$ 546.75	\$ 3,426.50
Biannual field day- 3.3.1-A-3	\$0	\$0		
Education public- 3.3.1-B-3	\$7,500	\$0		\$ 1,999.85
Well clinics- 3.1.3-A-4	\$3,000	\$0		
Groundwater				
Red Wing well sealing- 3.1.3-A-3	\$12,000	\$0	\$ 12,000.00	\$ 12,000.00
Well Sealing program- 3.1.3-A-8	\$8,000	\$0		
C/S Technical Assistance	\$65,500	\$0	\$ 8,197.08	\$ 23,980.37
Grant Administration	\$26,000	\$0	\$ 8,487.00	\$ 16,350.75
	\$514,329	\$0	\$35,222	\$90,978
TOTAL EXPENSES	\$921,091	\$154,738	\$222,208	\$293,296
Year End Balance	\$0	\$766,079	\$699,264	\$628,176
Unrestricted Fund Balance (Membership Dues)	\$0	\$39,876	\$38,131	\$37,447
WBIF FY2021 fund balance	\$0	\$211,874	\$182,025	\$167,378
WBIF FY2023 fund balance	\$0	\$514,329	\$479,107	\$423,351
Fund balance- plan revisions	\$40,000	\$40,000	\$40,000	\$40,000
fund balance- operating	\$50,823	\$50,823	\$50,823	\$50,823

Notes:

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 6: MPCA Surface Water Assessment Grant

Information Item

Meeting Date: 11/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: An update on the MPCA Surface Water Assessment Grant.

SUMMARY:

Sampling has been completed. Staff have submitted field data to MPCA. The grant will be wrapped up after the final report is submitted by December 31st. MPCA will use the data for their report, along with for the Lake Management Plans for the CRWJPO.

Supporting Documents:

None.



MCIT

Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100, St. Paul, MN 55103-1885 • 651.209.6400 • 1.866.547.6516 • MCIT.org

Date: August 18, 2023
To: Cannon River Watershed Joint Powers Board
From: Minnesota Counties Intergovernmental Trust
RE: **2024 Estimated Contribution Notice**

Pursuant to the MCIT Bylaws we are providing your estimated 2024 contributions for participation in the MCIT Property/Casualty and Workers' Compensation Divisions:

- **Property/Casualty: \$4,033**
- **Workers Compensation: \$0**

MCIT provides this information for your consideration during the budgeting process. **This is an estimate, not an invoice.** Invoices will be issued in December 2023 with payment due by January 31, 2024. Your invoiced amount may differ from this estimate due to changes you make to your schedules after receipt of this letter.

As announced earlier this month, MCIT's workers' compensation rates realized an aggregate increase of 1.0% for 2024 as compared to 2023. Property/casualty rates increased 1.7% in the aggregate primarily resulting from adverse development in auto liability and physical damage claims. Your estimated cost of coverage in 2024 is influenced by these rates along with changes in your exposure base. For more information on 2024 rates see the August edition of the MCIT Bulletin at www.mcit.org.

Enclosed are the following items:

- Schedule of covered property, inland marine equipment and automobiles as of August 6, 2023.
- Estimated departmental allocations of contributions for Property/Casualty and Workers' Compensation coverages (for counties only).

Your estimated 2024 contribution for property, inland marine and automobiles is based on these schedules. Please review them in conjunction with any schedule changes you submitted to MCIT on or before August 6, 2023 to ensure that all items you intend to cover are included and appropriately valued. **With few exceptions, coverage is only available for scheduled items.** An updated schedule will be included with your 2024 Coverage Document when mailed in December 2023.

2023 Budget Considerations:

Annual Workers' Compensation Payroll Audit: Your contribution for current year workers' compensation coverage is based on your estimated 2023 payroll. MCIT will perform a reconciliation of 2023 contributions on a member-by-member basis in the first quarter of 2024. Based on actual 2023 payroll, this reconciliation could result in either a contribution credit or an additional charge. Notice of the audit result is typically sent to each member in June. Funds that are due to the member as a result

of the audit will be sent with that notice. Invoices for additional contribution owed as a result of the audit will be sent in December 2024 with payment due within 45 days of the invoice date.

Annual Automobile Audit: MCIT does not invoice members throughout the year when autos are added or removed from schedules. Instead, MCIT performs an annual audit of all auto schedule change activity the following year. In early 2024 MCIT will reconcile the changes made to your automobile schedules throughout 2023. Depending on the results, you may receive a credit or an additional charge. Notice of the audit result is typically provided to members in June and will include either a refund or an invoice, with the invoice payable within 45 days.

Thank you for your continued participation in MCIT.

Sincerely,

Minnesota Counties Intergovernmental Trust



Gerd Clabaugh
Executive Director

Enclosures

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 8: 2024 Meeting Schedule and location

Request for Action

Meeting Date: 11/1/2023

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Decision of 2024 meeting schedule and location.

SUMMARY:

With the new calendar year, a new meeting schedule is needed. The suggestion from staff is to follow the 2023 meeting schedule of: February, May, August, and November for 2024. Each meeting will be held at 9am at the Rice County Government Services building, or another Rice County Government building.

Supporting Documents:

None

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 9: 2024 Budget

Request for Action

Meeting Date: 11/1/2023

Prepared by: Emmie Scheffler, administrator

PURPOSE/ACTION REQUESTED: Approval of the budget for the CRWJPO for 2024.

SUMMARY:

FY21 is shown receiving the final 10%, which was paid out using dues money and being “reimbursed” back from BWSR. FY23 has shown receiving the 40% allocation, on top of the 50% already received in 2023. Numbers for the FY23 grant are based off of estimated what will be spent but numbers carried over from 2023 remaining and spent will be adjusted after the 4th quarter.

REVENUES	2023 Budget Draft	2024 Budget Draft	
Use of Fund Balance (Unrestricted Funds)	\$85,783.43	\$37,447.00	<i>estimated carryover from 2023</i>
Dues from Members	\$49,000.00	\$49,000.00	
Interest	\$500.00	\$1,500.00	
Investment Earnings/Dividends	\$0.00	\$0.00	
BWSR WBF Grant FY21	\$271,479.14	\$0.00	
BWSR WBIF Grant FY23	\$514,329.00	\$720,060.00	<i>40% allocation of 411,463 plus assuming 30% of grant was spent in 2023</i>
TOTAL REVENUE	\$921,091.57	\$808,007.00	
EXPENSES			
Fund Source- Dues			
Develop Lake Management Plans	\$30,000.00	\$0.00	
Upper Cannon River Flood Study	N/A	\$20,000.00	<i>still pending grant approval</i>
Administration -General	\$0.00	\$0.00	
Administration - Fiscal Agent	\$0.00	\$0.00	
Administration - Education and Outreach	\$0.00	\$0.00	
Administration - TACS	\$0.00	\$0.00	
Administration - AIM	\$5,000.00	\$5,000.00	
Legal Services	\$3,000.00	\$3,000.00	
Accounting and Audit Services	\$2,400.00	\$2,600.00	<i>estimated increase based off past trends, also accounting for bank charges from the past</i>
Liability Insurance and General Operating	\$4,060.00	\$4,033.00	
Website	\$684.00	\$0.00	<i>payment in 2023 is good for three years</i>
Fund Balance- Operating	\$50,139.00	\$32,880.00	
Fund Balance- plan revisions	\$40,000.00	\$20,434.00	
Subtotal	\$135,283.00	\$87,947.00	
FY21 BWSR Grant *all allocated			
Cost Share Project			
Cost Share - 3.1.1-C-7	\$163,543.74	\$0.00	
Cost share- 3.2.1-B-2	\$18,174.67	\$0.00	
C/S Technical Assistance	\$14,231.42	\$0.00	
Grant Administration	\$6,142.56	\$0.00	
Education Outreach	\$12,814.65	\$0.00	
Inventories		\$0.00	
Shoreline Inventories- 3.2.2-B-1	\$56,572.10	\$0.00	
Subtotal	\$271,479.14	\$0.00	
FY23 BWSR Grant			
Plan Development			
T/A Stream Restoration- 3.1.1-C-1	\$20,000	\$39,628.32	
PTMapp Wetland Restoration- 3.1.2-A-1	\$21,000	\$30,000.00	
Cost Share Projects			
Structres PL- 3.1.1-A-3	\$2,000	\$2,000.00	
Structures IL- 3.1.1-B-3	\$40,000	\$27,536.87	
Structures IS- 3.1.1-C-7	\$76,796	\$237,209.81	
Nonstructural corn/sb- 3.2.1-B-2	\$13,333	\$38,985.00	
Nonstructural short season- 3.2.1-B-3	\$2,000	\$2,000.00	
Perennial crops- 3.2.1-A-1	\$80,000	\$80,000.00	
Soil loss ordinance- 3.1.1-C-3	\$12,000	\$12,000.00	
Conservation Drainage			
Gibbs MDM- 3.2.3-A-8	\$100,000	\$0.00	<i>project has been cancelled, kept to show was in 2023 budget</i>
Feedlot			
Feedlot- 3.1.1-C-5	\$0	\$50,000.00	
Grazing Plan			
Grazing plan- 3.1.1-C-6	\$0	\$20,000.00	
Shorelines			
Shoreline plantings- 3.2.2-B-3	\$0	\$20,000.00	
Education and Outreach			
Soil Health Team- 3.2.1-B-4	\$15,000	\$15,000.00	
E&O implementation (role)	\$10,200	\$10,200.00	
Biannual field day- 3.3.1-A-3	\$0	\$1,000.00	
Education public- 3.3.1-B-3	\$7,500	\$32,500.00	
Well clinics- 3.1.3-A-4	\$3,000	\$3,000.00	
Groundwater			
Red Wing well sealing- 3.1.3-A-3	\$12,000	\$0.00	
Well Sealing program- 3.1.3-A-8	\$8,000	\$8,000.00	
C/S Technical Assistance	\$65,500	\$65,000.00	
Grant Administration	\$26,000	\$26,000.00	
	\$514,329	\$720,060.00	
TOTAL EXPENSES	\$921,091	\$808,007	
Year End Balance	\$0	\$0.00	
Unrestricted Fund Balance (Membership Dues)	\$0	\$0.00	
WBIF FY2021 fund balance	\$0	\$0.00	
WBIF FY2023 fund balance	\$0	\$0.00	
Fund balance- plan revisions	\$40,000	\$60,434.00	
fund balance- operating	\$50,139	\$83,019.00	

Notes:

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 10: Recognition to logo winner

Request for Action

Meeting Date: 11/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Approve a gift to the student who designed the CRWJPO new logo.

SUMMARY:

Recommendation is to award the logo winner a gift for their work. A tumbler would be a safe route to go since a vast majority of people use them. Custom engraved tumblers on Etsy and Amazon are running around \$24-\$30. Etsy has a shipping cost. Other sites are requiring a minimum order number. A motion is needed to approve the administrator to spend a cap of \$35 on a tumbler as a gift for the logo winner.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 11: Promotional Material

Request for Action

Meeting Date: 11/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Approval for staff to purchase promotional material for the CRWJPO.

SUMMARY:

Staff would like to purchase shirts for staff with the CRWJPO logo and a tent from events. The pricing for items is as follows:

- 10ft by 10ft tents with a logo on them are ranging from \$400-\$800 online. Recommendation is to approve staff to spend up to \$600 (with shipping included) on this item.
- Razor sail signs range from \$175 to \$300 for a set of two. Recommendation is to approve staff to spend up to \$300 (with shipping included) on this item.
- Basic t shirts cost between \$8-\$15 online for screen printing. Shirts locally cost around \$14 (one year ago) with embroidery. Recommendation is to approve staff to spend up to \$20 on shirts for staff that are activity involved in the CIG and CRWJPO events.

Approval is needed for the amounts for promotional material listed above.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 12: 2024 Contract with Clean River Partners

Request for Action

Meeting Date: 11/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Approval of contract with Clean River Partners for 2024 Peer-to-Peer meetings.

SUMMARY:

Staff recommend partnering with Clean River Partners to be a technical expert at some of the peer-to-peer meetings for 2024. These meetings are held throughout the watershed and bring neighbors together in smaller groups to talk about soil health in a relaxed setting. The details of deliverables from Clean River Partners can be found in attachment A, along with the staff from Clean River Partners the CRWJPO would like to be the technical experts. The contract would be for the amount of \$1,500.

A motion is needed to approve the contract attached in the packet with Clean River Partners for 2024 Peer-to-Peer meetings.

Supporting Documents:

Professional Services between Clean River Partners and CRWJPO
Attachment A

PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the Cannon River Watershed Joint Powers Organization, acting through the Cannon River Watershed Joint Powers Board (CRWJPB), 1810 30th St. NW, Faribault, MN 55021 (“CRWJPB”), and Clean River Partners, 205 Water Street South, Suite #1, Northfield, MN 55057 (“CRP”), non-profit organization duly organized under the laws of the State of Minnesota.

RECITALS

WHEREAS the Cannon River Watershed Joint Powers Organization (CRWJPO) is a watershed management body consisting of the counties and soil and water conservation districts of Dakota, Goodhue, Le Sueur, Rice, Steele and Waseca, the Belle Creek Watershed District and the North Cannon River Watershed Management Organization and governed by the CRWJPB, which is charged with carrying out the duties set forth in Minn. Stat. §103B.801; and

WHEREAS, Clean River Partners is an environmental non-profit based in Northfield, MN, dedicated to engaging people in protecting and improving the water quality and natural systems of the Cannon River watershed; and

WHEREAS, the CRWJPB seeks to purchase professional services from CRP; and

WHEREAS, CRP desires to and is capable of providing the necessary services according to the terms and conditions states herein; and

WHEREAS, the CRWJPB has the power and right to enter into this Agreement to undertake and complete the transactions contemplated in this Contract; and

WHEREAS, CRP certifies that the person who executes this Agreement is authorized to do so on behalf of the CRP as required by applicable articles, bylaws, resolutions or ordinances.

NOW THEREFORE, in consideration of the mutual undertakings and agreements set forth, the parties agree as follows:

The parties agree as follows:

1. TERM

- a. This Agreement shall be effective and begin upon the last date of the signature of all authorized parties to this Agreement and shall automatically terminate on

December 31, 2024 without any action by any party, unless cancelled or terminated earlier in accordance with the provisions herein.

2. SERVICES PROVIDED

- a. The CRP shall provide those services contained within Attachment A, which is incorporated into this agreement by reference as if stated herein.

3. PAYMENT FOR SERVICES

- a. CRP shall be paid at the hourly rate per hour for contractual services actually performed. Those rates are: CRP Conservation Program Manager: \$80/hr.
- b. The total cost of this Agreement, including all reimbursable expenses, shall not exceed One Thousand Five Hundred Dollars (\$1,500).
- c. CRP shall submit quarterly invoices for services rendered on forms which may be furnished by CRWJPB.
- d. All invoices shall be sent to the central invoice receiving address supplied by CRWJPB.
- e. Payment shall be made within forty-five (45) days from receipt of the invoice.
- f. Payment for services shall be made directly to CRP after completion of the services and upon the presentation of a claim as provided by law governing CRWJPB's payment of claims or invoices.

4. MEDIA OUTREACH

CRP shall notify CRWJPB, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by CRWJPB, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CRP (i) that reference or otherwise use the term "Cannon River Watershed Joint Powers Board," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the CRWJPB, this Agreement, the services performed hereunder or CRWJPB personnel, including but not limited to CRWJPB employees and elected officials.

5. COPYRIGHT MATERIAL

Where applicable, works of authorship created by CRP for CRWJPB in performance of this Agreement shall be considered “works made for hire” as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CRP may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of CRWJPB. CRP assigns to CRWJPB all right, title, interest and copyrights in and to the copyrightable material. CRP shall also, upon request of CRWJPB, execute all papers and perform all other acts necessary to assist CRWJPB to obtain and register copyrights in those materials.

6. DEFAULT, CANCELLATION, AND TERMINATION

- a. Default. If CRP fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CRP’s default is excused in writing by CRWJPB, CRWJPB may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for CRWJPB to delay payment until CRP’s compliance. In the event of a decision to withhold payment, CRWJPB shall furnish prior written notice to CRP.
- b. Cancellation or Termination. This Agreement may be canceled or terminated with or without cause by either party upon thirty (30) day written notice.
 - i. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CRP shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CRP has performed work toward a deliverable that CRWJPB has not accepted at the time of expiration, cancellation or termination, CRP shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
 - ii. Disposition of Data upon Cancellation or termination. For purposes of this subsection, “Data” means any data or information, and any copies thereof, created by CRP or acquired by CRP from or through CRWJPB pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings,

sounds, videos, or symbols, or combinations thereof. Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of CRWJPB and as specified in writing by the Contract Administrator, CRP shall deliver to the Contract Administrator all Data so specified by CRWJPB.
 2. CRWJPB shall have full ownership and control of all such Data. If CRWJPB permits CRP to retain copies of the Data, CRP shall not, without the prior written consent of CRWJPB or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of CRWJPB would affect CRWJPB's ownership and/or control of such Data.
 3. Except to the extent required by law or as agreed to by CRWJPB, CRP shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law.
- c. Notwithstanding any provision of this Agreement to the contrary, CRP shall remain liable to CRWJPB for damages sustained by CRWJPB by virtue of any breach of this Agreement by CRP. Upon notice to CRP of the claimed breach and the amount of the claimed damage, CRWJPB may withhold any payments to CRP for the purpose of set-off until such time as the exact amount of damages due CRWJPB from CRP is determined. Following notice from CRWJPB of the claimed breach and damage, CRP and CRWJPB shall attempt to resolve the dispute in good faith.
- d. The above remedies shall be in addition to any other right or remedy available to CRWJPB under this Agreement, law, statute, rule, and/or equity.
- e. CRWJPB's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- f. CRP has an affirmative obligation, upon written notice by CRWJPB that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by CRWJPB, or absent directions by CRWJPB, to exercise a fiduciary obligation to CRWJPB, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

7. INDEPENDENT CONTRACTOR

CRP shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting CRP as the agent, representative, or employee of CRWJPB for any purpose or in any manner whatsoever. CRP is to be and shall remain an independent contractor with respect to all services performed under this Agreement. CRP will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of CRP or other persons while engaged in the performance of any work or services required by CRP shall have no contractual relationship with CRWJPB and will not be considered employees of CRWJPB. CRWJPB shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against CRP, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from CRWJPB, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

8. NON-DISCRIMINATION

- a. CRP shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
- b. CRP shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.

9. INDEMNIFICATION

CRP shall defend, indemnify, and hold harmless the CRWJPB, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of CRP, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CRP to perform any obligation under this Agreement.

10. INSURANCE

- a. With respect to the services provided pursuant to this Agreement, CRP shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following minimum insurance coverages or CRP’s actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000
2. Workers’ Compensation and Employer’s Liability:	
Workers’ Compensation	Statutory
If CRP is based outside the state of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CRP is a sole proprietor, it is exempted from the above Workers’ Compensation requirements. In the event that CRP hire employees or subcontract this work, CRP shall obtain the required insurance.	
Employer’s Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000
3. Professional Liability—Per Claim	1,500,000
Aggregate	2,000,000
The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.	

- b. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

The above establishes minimum insurance requirements. It is the sole responsibility of CRP to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CRP shall promptly submit copies of insurance policies to CRWJPB.

CRP shall not commence work until it has obtained required insurance and filed with CRWJPB a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name CRWJPB as the certificate holder, and as an additional insured for the insurance coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by CRWJPB. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to CRWJPB thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CRP receives notice of cancellation/termination from an insurer, CRP shall fax or email a copy of the notice to CRWJPB within two business days.

CRP shall furnish to CRWJPB updated certificates during the term of this Agreement as insurance policies expire. If CRP fails to furnish proof of insurance coverages, CRWJPB may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CRP waives all rights against CRWJPB, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CRP.

11. DUTY TO NOTIFY

Duty to Notify. CRP shall promptly notify the CRWJPB of any claim, action, cause of action or litigation brought against Contractor, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this Agreement. CRP shall also notify the CRWJPB whenever CRP has a reasonable basis for believing that CRP and/or its present and former officials, officers, agents, employees, volunteers, or subcontractors, and/or the CRWJPB, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of/related to the services described in this Agreement.

12. DATA PRACTICES

- a. CRP, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification

and not limitation, CRWJPB hereby notifies CRP that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CRP shall promptly notify CRWJPB if CRP becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

- b. Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” does not necessarily make the data protected as such under any applicable law.

13. RECORDS: AVAILABILITY AND ACCESS

- a. CRP’s books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the CRWJPB and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. CRP agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.
- b. Data provided to CRP or received from CRP under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

14. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- a. CRP binds itself, its partners, successors, assigns and legal representatives to CRWJPB for all covenants, agreements and obligations herein.
- b. CRP shall not assign, transfer or pledge this Agreement and the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of CRWJPB. A consent to assign shall be subject to such conditions and provisions as CRWJPB may deem necessary, accomplished by execution of a form prepared by CRWJPB and signed by CRP, the assignee and CRWJPB. Permission to assign, however, shall under no circumstances relieve CRP of its liabilities and obligations under the Agreement.
- c. CRP shall not subcontract this Agreement or the services to be performed, whether in whole or in part, without the prior written consent of CRWJPB.
- d. If CRWJPB permits the use of subcontractors, no subcontractor may perform any work under this Agreement without first providing CRWJPB certificates of insurance showing all of the coverages required in this Agreement. CRP shall be responsible for the performance of all subcontractors. CRP shall pay the

subcontractors for undisputed services provided by them within 10 days of receiving payment from the CRWJPB.

15. MERGER, MODIFICATION AND SEVERABILITY

- a. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- b. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- c. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAWS GOVERN.

17. CONTRACT ADMINISTRATION

In order to coordinate the services of CRP with the activities of the CRWJPB so as to accomplish the purposes of this Agreement, Steven Pahs, CRWJPB Fiscal Agent, or successor (“Contract Administrator”), shall manage this Agreement on behalf of CRWJPB and serve as liaison between CRWJPB and CRP.

Jennifer Tonko, Executive Director, shall manage the agreement on behalf of CRP. CRP may replace such person but shall immediately give written notice to CRWJPB of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CRP shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CRP shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CRP certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to CRWJPB shall be sent to the CRWJPB Administrator with a copy to the originating CRWJPB department at the address given in the opening paragraph of this Agreement. Notice to CRP shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CRP's Form W-9 provided to CRWJPB.

20. CONFLICT OF INTEREST

CRP affirms that to the best of CRP's knowledge, CRP's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CRP, CRP shall immediately notify CRWJPB of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise CRWJPB whether CRP will or will not resign from the other engagement or representation. Unless waived by CRWJPB, a conflict or potential conflict may, in CRWJPB's discretion, be cause for cancellation or termination of this Agreement.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the CRWJPB of RICE, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized. By signing this Agreement, the parties acknowledge that they have read, understand, and agreed to abide by all its conditions as stipulated.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

By: _____
Board Chair

Date: _____

By: _____
Steven R. Pahs, CRWJPB Fiscal Agent

Date: _____

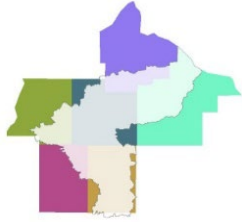
CLEAN RIVER PARTNERS

Printed Name: _____

Signed: _____

Title: _____

Date: _____



Cannon River Watershed Joint Powers Board

Mission: Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

Attachment A

This attachment lists the items that are to be provided by Clean River Partners for the year 2024.

1. **Peer-to-Peer Meetings:** SWCD's within the Cannon River Watershed may schedule and hold peer-to-peer meetings throughout the year. These are intended to offer a platform for farmers to meet with other local farmers who are at various stages of soil health adoption. The goal is to encourage the sharing of experiences with soil health and give farmers a chance to work together to coordinate aerial cover crop applications, equipment sharing, etc. The SWCD's may ask CRP to partner in these meetings by attending and providing input on the benefits of soil health. If CRP can partner with SWCD's and attend these peer-to-peer meetings to share experiences, the CRWJPB will pay a stipend of \$1,500 total over the course of the year. This item is specific to CRP employees who have demonstrated expertise and knowledge on soil health. CRP cannot sub-contract to another entity or utilize another staff member without field experience and applied knowledge on soil health without prior consent of the CRWJPO staff. Point of contact for this activity is: Steven Pahs.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Information Item

Meeting Date: 11/1/2023

Prepared by: Ashley Gallagher

PURPOSE/ACTION REQUESTED: Review of future funding policy changes.

SUMMARY: No action is needed at this time. Staff will bring policy changes back to the Board for approval at the February 2024 meeting. Most updates are similar to those provided at the August Board meeting. Staff continue to work together and with BWSR on funding policy.

- **Conservation Reserve Program (CRP) Incentive Pilot** – Since this is a pilot program, this will be a separate policy and will not be incorporated into the full funding policies at this time. Staff are currently discussing a flat-rate incentive per CRP contract. Incentive must be on Continuous CRP as BWSR policy states the incentive is not eligible on General CRP. Re-enrollments and new contracts would be eligible. Staff are working through a process for contracting and how to best coordinate with Farm Service Agency (FSA).
- **Grazing & Feedlots** – A workplan change shifted funds towards these activities, but there is currently no funding policy. Staff are reviewing examples of grazing plans and developing recommendations. These funds must be targeted in Tier One Stream drainage areas.
- **Native Shoreline Planting** – Staff would like to use a flat-rate grant for a native shoreline planting instead of the typical cost-share format. Trying to create a process that will not require large amount of staff time. Current budget of \$20,000 and a grant of \$500 would result in 40 projects to manage. However, there are limitations by what is required for a project for BWSR funding.
- **Three-year or One-year Contracts** – The Board of Water and Soil Resources (BWSR) is working on changing the policy for non-structural practices such as cover crops, no-till, nutrient management, etc. There has been a three-year contract minimum, but this is changing to a one-year minimum. Local staff support the flexibility of a one-year contract however, the decision is to keep policy as is until the one-year can apply to all non-structural contracts.
- **Percentage breakdown for levels** – Cost-share for structural practices is currently set according to the priority area. Level 1 is 90%, level 2 is 75% and level 3 is 50%. Staff will be recommending an increase in each level to 95%, 85%, and 75%. This better reflects surrounding policy and helps alleviate increase in construction costs for landowner contributions.

Supporting Documents:

None

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 14: Request for additional Watershed Based Implementation Funds from BWSR

Request for Action

Meeting Date: 11/1/2023

Prepared by: Emmie Scheffler, administrator

PURPOSE/ACTION REQUESTED: Approval to request an additional \$300,000 in Watershed Based Implementation Funds from BWSR.

SUMMARY:

BWSR has \$7,750,000 available from the FY22-23 Watershed Based Implementation Funding (WBIF) appropriation. BWSR is soliciting requests for supplemental funding to implement approved comprehensive watershed management plans.

Staff recommendation is to request \$300,000 of additional funds. These funds would be allocated as the following: \$50,000 for grazing, \$200,000 for cost share, and \$50,000 for technical assistance. This could be adjusted if the lake management plans are completed and it is decided that implementation of those plans were to start in the next year.

A motion is needed to approve requesting an additional \$300,000 in Watershed Based Implementation Funds.

Supporting Documents:

Priority Implementation Items in 2021 and 2022 for Cannon WBIF							
	ID	Implementation Activity	Priority Area(s)	2021 Spent	Total for Grant Allocated	% Spent	% Allocated
				\$	\$		
Plan Development	3.3.1-A-3	Host biannual (every other) field day or tour for locally elected and appointed decision-makers, or their appointed citizen advisory committee. Rotate the location of this annual field day throughout the Cannon River Watershed Planning Area.	Planning Area Wide	\$449.12	\$449.12	0.00%	100%
	3.2.1-B-1	Track and mointor cover crops/residue with satellite imagery data.	Drainage area of Tier One lakes and streams (Figure 3.9 through Figure 3.12) HSPF top 25% TP and TN watersheds.	\$500	\$500.00	100.00%	100%
	3.2.3-A-2	Complete conditioned terrain analysis for the Straight and Vermillion River Bottom portion of the planning area.	Straight and Vermillion River Bottom	\$34,899.01	\$34,899.01	100.00%	100%
				\$35,848.13	\$35,848.13	100.00%	
Cost-Share Projects	3.2.1-B-2	Implement practices that increase organic matter (such as cover crops and tillage management) on 15% of corn/soybean acres (16,711 acres total or 1,671 acres per year) in the Tier One Lake and Stream drainage areas.	Drainage area of Tier One lakes and streams (Figure 3 9 through Figure 3 12) HSPF Top 25% TP and TN subwatersheds	\$24,249.33	\$42,424.00	57.16%	
	3.2.1-B-3	Implement practices that increase organic matter (such as cover crops and tillage management) on 80% of short season crop (corn silage, small grains, peas, and sweet corn) acres (757 acres total, 75.7 acres per year) in the Tier One Lake and Stream drainage areas.	Drainage area of Tier One lakes and streams (Figure 3 9 through Figure 3 12) HSPF Top 25% TP and TN subwatersheds	\$0	\$0.00	N/A	
	3.1.1-C-7	Implement structural practices to treat 5%, or 7,192 acres, of cropland in the Tier 1 impaired streams drainage areas.	Drainage area of seven impaired streams: Lower Vermillion River, Belle Creek, Little Cannon River, Trout Brook, Prairie Creek, Rush Creek, and Medford Creek (Figure 3 4 through Figure 3 6).	\$359,888.20	\$477,817.32	75.32%	
				\$384,137.53	\$520,241.32	73.84%	
Inventories	3.2.2-B-1	Conduct inventory of existing natural shoreline quantity and quality on 10 natural environment lakes (Roemhildts, Fish, Dora, Mabel, Diamond, Sabre, and Tustin in Le Sueur County; Sprague and Lower Sakatah in Rice County; and Toners in Waseca County) within first two years.	Roemhildts, Fish, Dora, Mabel, Diamond, Sabre, and Tustin in Le Sueur County; Sprague and Lower Sakatah in Rice County; and Toners in Waseca County	\$20,719.10	\$52,029.30	39.82%	17.82%
	3.2.2-D-1	Conduct SSTS inventory on 4 lake systems located in the Groundwater Pollution Sensitivity Area and Groundwater Dominated Lakes Area, starting with Volney-Gorman	Groundwater Pollution Sensitivity Area and the Groundwater Dominated Lakes Area (Figure 2 4)	\$132,276.76	\$132,276.76	100.00%	100%
				\$152,995.86	\$184,306.06	83.01%	
Education Outreach	3.3.1-B-1	Develop an education and outreach plan for the Cannon River Planning Area that identifies partnerships, recognizes existing efforts, past successes, is implemented in conjunction with other entities, and takes a regional approach.	Planning Area Wide	\$11,202.25	\$20,000.00	56.01%	100%
	3.3.1-B-2	Inform absentee landowners that the health of their land and local natural resources is part of an absentee owner's long-term investment. Create and communicate explicit guidance in flyer with property tax assessment.	Drainage areas of the Tier One lakes and streams	\$2,174	\$2,500.00	86.96%	100%
	3.2.1-B-4	Develop a Soil Health Team	Cannon River Planning Area	\$34,659.34	\$34,333.34	100.95%	100%
				\$36,833.34	\$36,833.34	100.00%	

*dues money

BWSR Elink Budget Items for Work Plan				
		Spent	Allocated	Percent Spent
Inventories	Special Projects	\$ 152,995.86	\$ 184,306.06	83.01%
Cost-Share Projects	Ag Practices	\$ 384,137.53	\$ 520,241.32	73.84%
Education Outreach	Education/Outreach	\$ 36,833.34	\$ 36,833.34	100.00%
Plan Development	Plan Dev./Assessment	\$ 35,848.13	\$ 35,848.13	100.00%
C/S Technical Assistance	Tech/Engineering Ass.	\$ 152,985.21	\$ 152,985.21	100.00%
Grant Administration	Adm/coordination	\$ 98,443.94	\$ 98,443.94	100.00%
Local Match	cash/landowner/in-kind	\$84,952.84	\$52,024.13	163.30%
Federal Match	cash/landowner/in-kind	\$20,222.79	\$55,000.00	36.77%

Total Amount Awarded:	\$1,028,658.00
Total % Spent:	83.73%
Required Match Amount:	\$102,865.80
Total % Matched:	102.25%

WBIF Workplan 2023 and 2024					
	ID	Implementation Activity	Priority Area(s)	Allocated	Spent
				\$	\$
Plan Development	3.1.1-C-1	Technical Assistance for One large stream restoration project.	tier 1 impaired streams	\$40,000	\$371.68
	3.1.2-A-1	Utilize PTMap or other tools to identify sites in the priority drainage areas for wetland restoration, then implement projects to meet the wetland restoration goals.	Upper Cannon HUC10, Chub Creek HUC10	\$30,000	
				\$70,000.00	\$371.68
Cost-Share Projects	3.1.1-A-3	Implement structural practices to treat 5%, or 36 acres, of cropland	protection lakes	\$2,000	
	3.1.1-B-3	Implement structural practices to treat 30%, or 1,909 acres, of cropland	impaired lakes	\$40,000	\$12,463.13
	3.1.1-C-7	Implement structural practices to treat 5%, or 7,192 acres, of cropland in the Tier 1 impaired stream drainage areas.	pollutant impaired streams	\$330,258	\$6,596.30
	3.2.1-B-2	Implement practices that increase organic matter (such as cover crops and tillage management) on 15% of corn/soybean acres.	tier 1 lakes and streams	\$40,000	\$1,015.00
	3.2.1-B-3	Implement practices that increase organic matter (such as cover crops and tillage management) on 80% of short season crop acres.	tier 1 lakes and streams	\$2,000	
	3.2.1-A-1	Convert 10% of vulnerable cropland (NRCS land capacity class IV) to perennial cropland or perennial vegetation.	tier 1 lakes and streams	\$80,000	
	3.1.1-C-3	Proactively ensure compliance with Soil loss ordinance using BMPs, conservation plans, conservation programs, easements, etc to work towards achieving the tolerable soil loss goals.	tier 1 impaired streams	\$12,000	
				\$506,258.00	\$20,074.43
Feedlot	3.1.1-C-5	Implement 5 feedlot runoff control projects in shoreland areas	tier 1 streams	\$50,000	\$0
				\$50,000	\$0
Grazing	3.1.1-C-6	Write and implement rotational grazing and livestock exclusion plans on 35 sites within 1,000 feet of a Tier One impaired stream, or a direct tributary to a Tier One impaired stream.	tier 1 streams	\$20,000	\$0
				\$20,000	\$0
Education Outreach	3.2.1-B-4	Develop a soil health team	Cannon River Planning Area	\$30,000	\$12,774.03
		Education and Outreach plan implementation		\$20,400	\$3,426.50
	3.3.1-A-3	Host biannual (every other) field day or tour for locally elected and appointed decision-makers, of their appointed citizen advisory committee.	Cannon Watershed Planning Area Wide	\$1,000	
	3.3.1-B-3	Educate homeowners and the lake associations through news releases, workshops, presentations to organizations and one-on-one communication on: (1) shoreland property and the need to restore shoreline to a more natural state; (2) septic improvements and maintenance; (3) benefits of conservation and working lands easements; (4) BMP installation and implementation	Cannon River Planning Area	\$40,000	\$1,999.85
	3.1.3-A-4	Host 2 well testing or screening clinics per year for private well owners. Provide nitrate test results and/or water testing kits, and information on best practices for well maintenance and water quality.	Private well owners in areas of moderate or high pollution sensitivity.	\$3,000	
				\$94,400	\$18,200.38
Groundwater	3.1.3-A-3	In areas within an existing DWSMA, but outside of the city jurisdiction, assist with well location and inventory, and sealing of unused wells that pose a risk to the public water supply wells.	Communities with moderate or high vulnerabilities	\$12,000	\$12,000
	3.1.3-A-8	Create a planning area well sealing program and prioritization process, implemented by each county, for residents who wish to voluntarily seal wells using a priority process. Start by conducting an unused well inventory by mailing a homeowner survey asking people if they have an unused well on their property that they would like assistance sealing.	Groundwater Pollution Sensitivity Area	\$8,000	
				\$20,000	\$12,000
Shorelines	3.2.2-B-3	Protect or restore native riparian vegetation by implementing a native vegetation buffer on 2 private lakeshore properties per year in the Lakes Area.	Lakes Area	\$20,000	\$0
				\$20,000	\$0

TOTAL BASED ON IMPLEMENTATION PLAN

BWSR Elink Budget Items for Work Plan				
		Spent	Allocated	Percent
Plan Development	Plan Dev /Assessment	\$371.68	\$70,000.00	1%
Cost-Share Projects	Ag Practices	\$20,074.43	\$506,258.00	4%
Feedlot	Livestock Waste Management	\$0.00	\$50,000.00	0%
Grazing	Non-structural management	\$0.00	\$20,000.00	0%
Education Outreach	Education/Outreach	\$18,200.38	\$94,400.00	19%
Groundwater	Groundwater	\$12,000.00	\$20,000.00	60%
Shorelines	Streambank or Shoreland Protection	\$0.00	\$20,000.00	0%
C/S Technical Assistance	Tech/Engineering Ass.	\$23,980.37	\$196,000.00	12%
Grant Administration	Adm/Coordination	\$16,350.75	\$52,000.00	31%
Local Match	cash/landowner/in-kind	\$4,154.37	\$125,500.00	3%
Federal Match	cash/landowner/in-kind	\$0.00	\$20,000.00	0%

Awarded: \$ 1,028,658.00

\$90,977.61 WBIF SPENT

\$4,154.37 WBIF MATCH SPENT

\$ 95,131.98

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 17: Circle Lake Improvement District Presentation

Information Item

Meeting Date: 11/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Presentation from Dean Sunderland, Circle Lake Improvement District.

SUMMARY:

The Circle Lake Improvement District was formed in 2019. They have been conducting lake monitoring and are trying ways to reduce the nutrient loading in the lake.

Circle Lake is not a priority lake in the Cannon River Watershed plan, however is located in the lake region of the plan. Staff have met with the CLID to talk through ways the CRWJPO can assist them, including assistance for Clean Water Fund grant applications.

Dean Sunderland, chair of the Circle Lake Improvement District, is here to present today on their efforts.

Supporting Documents:

None.