

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

October 5th, 2022 at 9 am
Straight River Room, Rice County Fairgrounds
1814 2nd Ave NW, Faribault, MN 55021

I. Call to Order and Roll Call

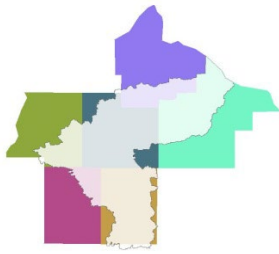
II. Consent Agenda

1. Approval of Agenda
2. Approval of Joint Powers Board Minutes of July 6th, 2022 Meeting
3. Minutes of September 7th, 2022 Executive Committee Meeting
4. Financial Summary
5. MPCA SWAG
6. Amendment to workplan
7. 2023 MCIT Quote
8. 2023 Meeting schedule and location

III. Regular Agenda

9. 2023-2025 CRWJPO Roles contracts- *Board Action required*
10. Solicit for legal services 2023-2025- *Board Action required*
11. MDM presentation- *Informational*
12. 2023-2024 WBIF Workplan- *Board Action required*
13. FY2023 Budget- *Board Action required*
14. Purchasing of displays- *Board Action required*
15. Contracting of FY2023 Education and outreach activities- *Board Action required*

- IV. Update on implementation activities**
- V. Staff Reports**
- VI. Other Correspondence**
- VII. Adjourn**



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.

**Draft CRWJPB Meeting
July 6th, 2022 at 9am
Straight River Room, Rice County Fairgrounds
1814 2nd Ave NW, Faribault, MN 55021**

CRWJPB Members: Mike Slavik (Dakota County), Jayne Hager Dee (Dakota SWCD), Brad Anderson (Goodhue County), Donald Schliep (Goodhue SWCD), Steven Rohlring (Le Sueur County), Jim Struck (Le Sueur SWCD), Sandy Weber (North Cannon WMO), Galen Malecha (Rice County), Richard Cook (Rice SWCD), Rick Gnemi (Steele County), Doug Christopherson (Waseca County)

Also in Attendance: Ashley Gallagher (Dakota SWCD staff), Holly Kalbus (Le Sueur County staff), Karl Schmidtke (Le Sueur SWCD staff), Steve Pahs (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff), Shaina Keseley (BWSR), Teresa DeMars (Rice SWCD staff), Brad Behrens (Rice County staff), Chad Hildebrand (Goodhue SWCD staff), Mark Schaetzke (Waseca SWCD staff), Eric Gulbransen (Steele SWCD staff), Jeremy Maul (BWSR)

I. Call to Order and Roll Call

Chair Rohlring called the meeting to order at 9:03 am.

II. Consent Agenda

1. Approval of Agenda
2. Approval of Joint Powers Board Minutes of April 6th, 2022 Meeting
3. Minutes of June 1st, 2022 Executive Committee Meetings
4. Financial Summary

The financial summary in the packet is new from the one sent out before the meeting.

5. MPCA SWAG
6. 2021 Audit

A portion of the audit was flagged due to the bank not having the bank account under a government account. A portion was not covered then by insurance. It has been corrected.

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

III. Regular Agenda

7. CRWJPO Project and Practices Funding Policy

Ashley Gallagher presented the updated policy and ranking sheets. Cook asked if the attorney had reviewed them, which the answer was there is not a need for them to. Anderson commented that he liked the ranking sheets since they help document the need for each project.

Motion by Malacha, second by Anderson to approve the CRWJPO Project and Practices Funding Policy as presented in the packet. Motion carried.

8. CRWJPO Education and Outreach plan

Teresa DeMars presented. Dee asked who would be doing the work listed under contractor, who would manage those contracts, and if a rfb would go out. Staff answered that they see Clean River Partners doing a large portion of the work, but used the word contractors to keep the door open for others. Board members think rfbs need to be sent out to other areas outside the local vicinity to get more competitive bids and to look at other watersheds since they have the same goal as us and may have had someone do the work already for them. Slavik commented that the plan is very grand and holds education activities accountable for reaching objectives and will help ensure that happens.

Motion by Dee, second by Weber to approve the CRWJPO Education and Outreach plan as presented in the packet. Motion carried.

9. Fox Lake Adaptive Lake Management Plan

Fox Lake was the first plan completed. It was completed slightly under budget and on time. The plan meets all the feasibility study requirements for BWSR. The board is frustrated since they want projects on the ground, however staff ensured that is the next step. The board would like to meet with the people on the lake to go over the results. Weber asked if that study becomes too old quickly to apply for grants. Staff answered that since staff did sampling and didn't do just modeling that the results and study should hold for quite some time.

10. Legal Services contract with Rice County

Emmie Scheffler asked the board if they would like to pursue a multi-year contract in the future, since it took a couple of months to get this one back. The board thinks that is the best route and should be researched. Board members asked if this goes in front of the

county commissioners. Malacha answered that since the amount of work is low demand that it does not.

Motion by Anderson, second by Weber to approve the legal contract with Rice County for legal services for 2022. Motion carried.

11. 2023-2024 WBIF Draft Workplan

Emmie Scheffler presented the draft workplan for 2023-2024. Anderson asked if the amount of funding from BWSR will be the same and the answer is yes. The board discussed what conservation drainage is. Staff answered that it is work done along any county ditch system. The one the group currently plans for is a storage project in Le Sueur County. There is currently a flood study being done in Waterville, but is being funded by a different source.

12. 2023 Dues

Motion by Anderson, second by Gnemi to approve the dues for 2023 to be the same as they were for 2022. Motion carried.

13. 2023 Draft Budget

Steve Pahs presented the draft budget. The budget is only for dues, since the workplan for WBIF is still in progress. Lake Management plans have more funds added in them to help complete them quicker. Steve Pahs will work on getting the actuals for 2022 completed and emailed out to the board.

14. Discussion of 2023-2024 roles

The board is pleased with how the roles are currently going. Staff will now proceed with discussing in further details the roles for the next two years. The board thinks that legal services could be added to the role's agreement.

IV. Update on implementation activities

Reporting for the grant is needed twice a year with BWSR.

V. Staff Reports

There were no other staff reports.

VI. Other Correspondence

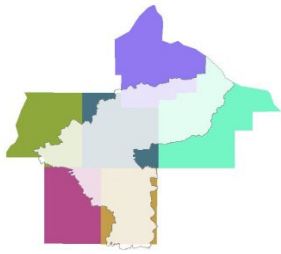
There were no other correspondences.

VII. Adjourn

The next meeting will be on October 5th at 9am. Motion by Malacha, second by Gnemi to adjourn the meeting at 9:47 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 September 8th, 2022 at 9am Zoom Online Video Platform

CRWJPB Members: Brad Anderson (Goodhue County), Steven Rohlring (Le Sueur County), Richard Cook (Rice SWCD), Mike Slavik (Dakota County)

Also in Attendance: Steve Pahs (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff), Chad Hildebrand (Goodhue SWCD staff), Beau Kennedy (Goodhue SWCD staff), Mark Schaetzke (Waseca SWCD staff), Teresa DeMars (Rice SWCD staff), Jeremy Maul (BWSR staff), Brad Behrens (Rice County staff), David Stenzel (Steele County staff), Adam Arndt (Steele SWCD staff), Michael Schultz (LeSueur SWCD staff), Haley Byron (Waseca County staff), Holly Kalbus (LeSueur County staff), Karl Schmidtke (LeSueur SWCD staff), Brian Watson (Dakota SWCD staff), Ashley Gallagher (Dakota SWCD staff)

1. Call to Order

Chair Rohlring called the meeting to order at 9:02 am.

2. Solicitation for legal services 2023-2024

Members committed that responses have been slow from Rice County. The question was asked on what SWCDs use and all use the county attorney which is under state statute. The recommendation is to solicit to all the county attorneys that are a part of the CRWJPB. Staff will work on contacting their respected attorneys to see which entities would be interested.

3. Roles' contract

The new contract and funding sources were presented. The numbers were based off of past data. The dues that will not be used for roles' will be used to build the fund balance.

Motion by Anderson, second by Cook to approve moving the Roles' contract in front of the CRWJPB in October. Motion passed.

4. WBIF workplan

The MDM activity was discussed on who would pay the easement portion of the cost, along with the purpose of the project and where it is preventing flooding. Members

would like to see a presentation on the project at the CRWJPB October meeting. No other comments on the rest of the plan.

Motion by Cook, second by Anderson to approve recommendation of the workplan to the CRWJPB. Motion carried.

5. Workplan amendments

A request was put in to change the slippage language when presented as informational to the full board.

Motion by Anderson, second by Cook to approve the amendment of \$15,600.99 to be moved from plan development to technical assistance in the WBIF. Motion passed.

6. Update on Implementation Activities

The current workplan is on track to be spent in time. SSTS is almost complete and homeowners have been updating their septic before they have received the results.

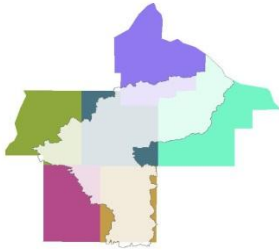
7. October CRWJPB meeting agenda

The agenda currently has: roles, legal services, amendment information to current workplan, MDM presentation and FY2023 workplan, budget, fund balance amount, meeting dates, displays, and contracting education and outreach activities.

8. Adjourn

Next CRWJPB meeting will be October 5th, 2022 at 9 am.

Chair Rohlfig called the meeting to close at 9:51 am. Motioned by Slavik, second by Anderson. Motion passed.



Cannon River Watershed Joint Powers Board

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Financial report for 3rd quarter 2022.

The following reports were prepared September 20th. The September bank statements were not available.

Note: The income and expenses associated with the MPCA water sampling are now reflected on the profit and loss statement.

BALANCE SHEET:

10:47 AM
09/20/22
Accrual Basis

Cannon River Watershed Joint Powers Board Balance Sheet As of December 31, 2022

	Mar 31, 22	Jun 30, 22	Sep 30, 22	Dec 31, 22
ASSETS				
Current Assets				
Checking/Savings				
10000 - Checking/Savings				
10200 - Reliance Bank Checking	16,113.52	130,954.62	34,321.86	34,321.86
10300 - Reliance Bank Savings	410,268.35	210,871.44	210,996.84	210,996.84
Total 10000 - Checking/Savings	426,381.87	341,826.06	245,318.70	245,318.70
Total Checking/Savings	426,381.87	341,826.06	245,318.70	245,318.70
Accounts Receivable				
12000 - Accounts Receivable	500.00	0.00	0.00	0.00
Total Accounts Receivable	500.00	0.00	0.00	0.00
Total Current Assets	426,881.87	341,826.06	245,318.70	245,318.70
TOTAL ASSETS	426,881.87	341,826.06	245,318.70	245,318.70
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
26000 - Unearned Revenue State				
26010 - Unrmd WBIF Cannon 1W1P	320,680.11	273,136.71	192,023.84	192,023.84
Total 26000 - Unearned Revenue State	320,680.11	273,136.71	192,023.84	192,023.84
Total Other Current Liabilities	320,680.11	273,136.71	192,023.84	192,023.84
Total Current Liabilities	320,680.11	273,136.71	192,023.84	192,023.84
Total Liabilities	320,680.11	273,136.71	192,023.84	192,023.84
Equity				
Unrestricted Net Assets	59,531.71	59,531.71	59,531.71	59,531.71
Net Income	46,670.05	9,157.64	-6,236.85	-6,236.85
Total Equity	106,201.76	68,689.35	53,294.86	53,294.86
TOTAL LIABILITIES & EQUITY	426,881.87	341,826.06	245,318.70	245,318.70

PROFIT AND LOSS STATEMENT:

11:13 AM
09/20/22
Accrual Basis

Cannon River Watershed Joint Powers Board
Profit & Loss
January through December 2022

	<u>Jan - Mar 22</u>	<u>Apr - Jun 22</u>	<u>Jul - Sep 22</u>	<u>Oct - Dec 22</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
42000 - Inter Govern Rev Local					
42010 - Cannon 1W1P					
42011 - Tier -\$5,000 Mem Dues	30,000.00	0.00	0.00	0.00	30,000.00
42012 - Tier 2-\$3,500 Mem Dues	14,000.00	0.00	0.00	0.00	14,000.00
42013 - Tier 3-\$2,000 Mem Dues	4,000.00	0.00	0.00	0.00	4,000.00
42014 - Tier 4-\$500 Mem Dues	1,000.00	0.00	0.00	0.00	1,000.00
Total 42010 - Cannon 1W1P	49,000.00	0.00	0.00	0.00	49,000.00
Total 42000 - Inter Govern Rev Local	49,000.00	0.00	0.00	0.00	49,000.00
44000 - Inter Govern Rev State					
44010 - WBIF Cannon 1W1P	0.00	47,543.40	81,112.87	0.00	128,656.27
44020 MPCA Lake/Strm Smpng Rmb	0.00	0.00	18,321.80	0.00	18,321.80
Total 44000 - Inter Govern Rev State	0.00	47,543.40	99,434.67	0.00	146,978.07
48000 - Investment Earnings					
48100 - Interest Income	346.05	103.09	125.40	0.00	574.54
Total 48000 - Investment Earnings	346.05	103.09	125.40	0.00	574.54
Total Income	49,346.05	47,646.49	99,560.07	0.00	196,552.61
Expense					
52000 - Other Charges/Services					
52020 -Lake Mgmt Plans (Int/Ext	0.00	9,074.50	3,580.75	0.00	12,655.25
52070 - Audit/Accounting Svcs	0.00	2,200.00	0.00	0.00	2,200.00
52100 - Liability Insurance	2,676.00	0.00	0.00	0.00	2,676.00
Total 52000 - Other Charges/Services	2,676.00	11,274.50	3,580.75	0.00	17,531.25
62000 - JPB Project Expenses					
62030 - Edu/Outrch - Local Dues	0.00	806.00	2,432.00	0.00	3,238.00
62050 - AIM/Accel Imp/Mea - LD	0.00	0.00	800.00	0.00	800.00
Total 62000 - JPB Project Expenses	0.00	806.00	3,032.00	0.00	3,838.00
64000 - State Project Expenses					
64100 - Cannon 1W1P-BWSR					
64105 - 1W1P Inventories	0.00	4,096.18	38,011.36	0.00	42,107.54
64110 - 1W1P Cost Share Project	0.00	35,278.86	5,297.85	0.00	40,576.71
64115 - 1W1P Education/Outreach	0.00	111.00	8,672.50	0.00	8,783.50
64120 - 1W1P Plan Development	0.00	0.00	370.37	0.00	370.37
64125 - 1W1P Tech Asst/CS	0.00	19,054.86	20,900.16	0.00	39,955.02
64130 - 1W1P Administration	0.00	10,158.00	6,288.25	0.00	16,446.25
64135 - 1W1P Grnt Admin Fiscal	0.00	3,903.50	1,337.00	0.00	5,240.50
64140 - 1W1P Grnt Admin Ed/Otrc	0.00	143.00	572.00	0.00	715.00
64145 - 1W1P Grnt Admin TA/CS	0.00	333.00	0.00	0.00	333.00
Total 64100 - Cannon 1W1P-BWSR	0.00	73,078.40	81,449.49	0.00	154,527.89
64200 MPCA Strm/Lake Smpng Rmb	0.00	0.00	26,892.32	0.00	26,892.32
Total 64000 - State Project Expenses	0.00	73,078.40	108,341.81	0.00	181,420.21
Total Expense	2,676.00	85,158.90	114,954.56	0.00	202,789.46
Net Ordinary Income	46,670.05	-37,512.41	-15,394.49	0.00	-6,236.85
Net Income	46,670.05	-37,512.41	-15,394.49	0.00	-6,236.85

TREASURER'S REPORT:

09/30/22
Annual Basis

Cannon River Watershed Joint Powers Board Treasurer's Report As of September 30, 2022

	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
10000 - Checking/Savings									341,828.08
10200 - Reliance Bank Checking									130,964.82
	General Journal	07/19/2022	2		staff time adjstmt from 1st qtr - overchrged income	√	-SPLIT-	136.00	131,090.62
	General Journal	07/19/2022	2		staff time adjstmt from 1st qtr - overchrged income	√	10200 - Reliance Bank Checking	8.50	131,099.12
	Bill	07/20/2022		Rice SWCD - Vendor	adjustment of overpayment from 1st quarter	√	20000 - Accounts Payable	-144.50	130,954.62
	Bill Pmt-Check	07/26/2022	5047	Arna Farmer Catering & Cakes	Wed July 6, 2022 catering	√	20000 - Accounts Payable	-336.62	130,618.00
	Bill Pmt-Check	07/26/2022	5048	Clean River Partners, Inc.	Invoice #062822C	√	20000 - Accounts Payable	-7,510.00	123,108.00
	Bill Pmt-Check	07/26/2022	5049	Dakota SWCD - Vendor	Invoice #3204	√	20000 - Accounts Payable	-3,225.00	119,883.00
	Bill Pmt-Check	07/26/2022	5050	Goodhue SWCD - V	Invoice # Q2-2022	√	20000 - Accounts Payable	-22,333.88	97,549.12
	Bill Pmt-Check	07/26/2022	5051	Le Sueur County - V	Invoice #QQ2-2022, Q2-2022-Stantec	√	20000 - Accounts Payable	-38,011.36	59,537.76
	Bill Pmt-Check	07/26/2022	5052	Le Sueur SWCD - v	Invoice # 2207-3	√	20000 - Accounts Payable	-1,987.59	57,550.17
	Bill Pmt-Check	07/26/2022	5053	Rice SWCD - Vendor		√	20000 - Accounts Payable	-13,570.00	43,980.17
	Bill Pmt-Check	07/26/2022	5054	RMB Environmental Laboratories Inc.	multiple Invoices	√	20000 - Accounts Payable	-2,546.00	41,434.17
	Bill Pmt-Check	07/26/2022	5055	SE SWCD Technical Support JPB	Invoice #CannonRJPD	√	20000 - Accounts Payable	-603.18	40,830.99
	Bill Pmt-Check	07/26/2022	5056	Stantec Consulting Services, Inc.	Invoice #1927675	√	20000 - Accounts Payable	-3,176.75	37,654.24
	Bill Pmt-Check	07/26/2022	5057	Steele SWCD - vendor	Invoice #2022-8	√	20000 - Accounts Payable	-818.86	36,835.38
	Bill Pmt-Check	08/19/2022	5058	RMB Environmental Laboratories Inc.	multiple Invoices	√	20000 - Accounts Payable	-4,283.00	32,552.38
	Bill Pmt-Check	09/06/2022	5059	RMB Environmental Laboratories Inc.	Invoice #B005401	√	20000 - Accounts Payable	-414.00	32,138.38
	Deposit	09/09/2022			Deposit	√	44020 MPCA Lake/Stm Smping Rmb	18,321.80	50,460.18
	Bill Pmt-Check	09/14/2022	5064	RMB Environmental Laboratories Inc.	multiple Invoices	√	20000 - Accounts Payable	-3,222.00	47,238.18
	Bill Pmt-Check	09/16/2022	5060	Goodhue SWCD - V	2022 MPCA-SWAG qtr 1 & 2	√	20000 - Accounts Payable	-2,112.57	45,125.61
	Bill Pmt-Check	09/16/2022	5061	Le Sueur County - V	2022 qtr 1 & 2 MPCA-SWAG sampling	√	20000 - Accounts Payable	-4,093.84	41,031.77
	Bill Pmt-Check	09/16/2022	5062	Le Sueur SWCD - v	2022 qtr 1 & 2 MPCA-SWAG sampling	√	20000 - Accounts Payable	-4,792.76	36,239.01
	Bill Pmt-Check	09/16/2022	5063	Steele SWCD - vendor	2022 MPCA-SWAG qtr 1 & qtr 2	√	20000 - Accounts Payable	-1,917.15	34,321.86
Total 10200 - Reliance Bank Checking								-96,632.76	34,321.86
10300 - Reliance Bank Savings									210,871.44
	Deposit	07/31/2022			Interest	√	48100 - Interest Income	62.69	210,934.13
	Deposit	08/31/2022			Interest	√	48100 - Interest Income	62.71	210,996.84
Total 10300 - Reliance Bank Savings								125.40	210,996.84
Total 10000 - Checking/Savings								-96,507.36	245,318.70
TOTAL								<u>28,807.38</u>	<u>245,318.70</u>

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 6: Amendment to workplan

Information Item

Meeting Date: 10/5/2022

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Amendments to the FY2021-2022 Cannon WBIF workplan.

SUMMARY:

These is slippage in the plan development category of the Cannon WBIF. The request from staff would be to move \$15,600.99, or less depending on bills still coming in from the elected official tour, from plan development to technical assistance. The executive committee approved this workplan amendment at the September meeting.

Supporting Documents:

No attachments.



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 17, 2022
To: Cannon River Watershed Joint Powers Board
From: Minnesota Counties Intergovernmental Trust
RE: **2023 Estimated Contribution Notice**

Pursuant to the MCIT Bylaws we are providing your estimated 2023 contributions for participation in the MCIT Property/Casualty and Workers' Compensation Divisions:

- **Property/Casualty: \$4,060**
- **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 2022 with payment due by January 31, 2023. 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 decrease of 10.9% for 2023 as compared to 2022. Property/casualty rates however, increased 1.9% in the aggregate primarily resulting from adverse development in the areas of law enforcement/jail operations and auto physical damage claims. Your estimated cost of coverage in 2023 is influenced by these rates along with changes in your exposure base. For more information on 2023 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 15, 2022.
- Estimated departmental allocations of contributions for Property/Casualty and Workers' Compensation coverages (for counties only).

Your estimated 2023 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 15, 2022 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 2023 Coverage Document when mailed in December 2022.

Cyber Coverage in Question for 2023

MCIT announced last month that the cyber coverage provided to members will terminate at the end of 2022 in response to Hartford Steam Boiler's (HSB) decision to non-renew the coverage. At this time neither the coverage provided by MCIT nor the contribution estimates provided herein include cyber coverage for 2023. We are exploring coverage alternatives and will update you as more information

becomes available. Given the uncertainty in the cyber insurance marketplace, it is suggested that members assess their individual cyber coverage needs and pursue independent coverage if appropriate.

2023 Budget Considerations:

Annual Workers' Compensation Payroll Audit: Your contribution for current year workers' compensation coverage is based on your estimated 2022 payroll. MCIT will perform a reconciliation of 2022 contributions on a member-by-member basis in the first quarter of 2023. Based on actual 2022 payroll, this reconciliation could result in either a credit or an additional charge. Notice of the audit result is typically sent to each member mid-year. 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 2023 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 2023 MCIT will reconcile the changes made to your automobile schedules throughout 2022. 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: 2023 Meeting Schedule and location

Request for Action

Meeting Date: 10/5/2022

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Decision of 2023 meeting schedule and location.

SUMMARY:

With the new calendar year, a new meeting schedule is needed. The suggestion from staff is to follow the 2022 meeting schedule of: January, April, July, and October for 2023. 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: 2023-2025 CRWJPO Roles contract

Request for Action

Meeting Date: 10/5/2022

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

Select Administrator, Fiscal Agent, Education and Outreach, Technical Assistance and Cost Share, and Accelerated Implementation and Measuring Roles and approval of agreements with associated roles.

SUMMARY:

The decision made by the CIG is for the roles duties to stay the same as they were for the previous contract, which was as follows:

- Administration: Rice Soil and Water Conservation District
- Fiscal Agent: Rice Soil and Water Conservation District
- Education and Outreach: Rice Soil and Water Conservation District
- Technical Assistant and Cost Share: Dakota Soil and Water Conservation District
- Accelerated Implementation and Measuring: Dakota Soil and Water Conservation District

Changes from the previous contract was a shift in source of funding between dues and grant money and the billable amount allowed.

Approval is needed for the roles and entities as listed for the fiscal years 2023-2025, along with the funding assigned to each role, as listed in the attached contract and attachment.

Supporting Documents:

CRWJPO Roles and Funding contract and exhibit 1

JOINT POWERS AGREEMENT

RECITALS

This Joint Powers Agreement is made and entered into by and between the Cannon River Watershed Joint Powers Organization, acting through the Cannon River Watershed Joint Powers Board (CRWJPB), and Soil and Water Conservation Districts of Rice County and Dakota County, each acting through its Board of Supervisors (collectively referred to as the “parties”).

WHEREAS, pursuant to Minn. Stat. §471.59, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers and the agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units; and

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, the CRWJPB has the responsibility to prepare, adopt and implement work plans and budgets that cover internal operations, program implementation and grant administration for the mutual benefit of its members; and

WHEREAS, the Soil and Water Conservation Districts of Rice County and Dakota County (referred to collectively as the “Partners”) desire to cooperate and share the responsibility of providing administrative and program services to the CRWJPO, which include, but are not limited, to the roles and responsibilities adopted by the CRWJPB on October 5th, 2022 (Exhibit 1).

WHEREAS roles and responsibilities for providing administrative and program services may be reciprocal between the Rice Soil and Water Conservation District (RSWCD) and the Dakota County Soil and Water Conservation District (DCSWCD) upon mutual agreement between the two Partners, excluding however those roles and responsibilities of fiscal agent which will be the sole responsibility of RSWCD;

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

I. RECITALS

The recitals set forth in the WHEREAS clauses above are incorporated by reference as if fully set forth herein.

II. PURPOSE

This Agreement defines the roles and responsibilities of the Partners when providing support in administrative and program services, as described in Exhibit 1, to the CRWJPO.

II. TERM

This Agreement shall be effective on January 1st, 2023 and shall automatically terminate on December 31, 2025 or in accordance with the terms of this Agreement.

III. SCOPE OF SERVICES

- A. The Partners shall cooperate and use their reasonable efforts to provide the services described in Exhibit 1, attached hereto and incorporated herein by reference.
- B. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Partner's profession currently practicing under similar conditions.
- C. The CRWJPB, on behalf of the CRWJPO, and the Partners agree to perform their respective obligations under this Agreement in a timely manner and shall keep each other informed of any delays that may occur.
- D. In addition to the performance of services as described in Exhibit 1, the Partners agree to provide complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement.
- E. In all publications, press releases, or presentations to the public related to the services provided under this Agreement, the Partners shall acknowledge funding by the CRWJPO for all or part of the costs of making such information available to the public.

IV. TOTAL COST AND PAYMENT

- A. Payment under this Agreement shall be the responsibility of CRWJPB on behalf of CRWJPO and shall be made consistent with this Agreement.
- B. The total amount to be paid by the CRWJPB for all services provided pursuant to this Agreement shall not exceed Two Hundred Thousand One Hundred Dollars and No/100 Cents (\$200,100.00).
- C. The Partners shall submit quarterly invoice(s) on a form acceptable to the CRWJPB for payment under this Agreement based on actual hours worked at a rate of the most current BWSR billable rate.
- D. Payment shall be made within thirty (30) days after receipt of the quarterly invoice(s) and approval by the CRWJPB, provided all elements of the contract are or continued to be fulfilled, which include satisfactory completion of the services outlined herein, as determined by the CRWJPB.
- E. The CRWJPB on behalf of CRWJPO may refuse to pay any claim that is not specifically authorized by the Agreement. Payment of a claim shall not preclude the CRWJPO from questioning the propriety of the claim. The CRWJPB on behalf of CRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

- F. In the event this Agreement is terminated before the completion of services, the CRWJPB on behalf of CRWJPO shall pay the Partner's for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based on actual time spent. In no case shall such payment exceed the total cost of this Agreement.
- G. The Partners shall provide at their own expense any and all necessary stationary, office supplies, office equipment, including, but not limited to duplication equipment, dictating equipment, computers and telephones, and necessary equipment or supplies needed to provide services pursuant to this Agreement.

V. MUTUAL INDEMNIFICATION

- A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

VI. RECORDS AUDITING, RETENTION, AND DATA PRACTICES

- A. 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 County 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.
- B. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the parties because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

VII. WAIVER

- A. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

VIII. MODIFICATIONS/AMENDMENT

- A. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of each party.

IX. SEVERABILITY

- A. The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

X. FINAL AGREEMENT

- A. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

XI. TERMINATION

- A. Any party may terminate this agreement without cause by giving 30 day written notice of its intent to terminate to the other parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- B. Notwithstanding any provision of this Agreement to the contrary, the CRWJPB, on behalf of the CRWJPO, may immediately terminate this Agreement if it does not obtain funding from the Minnesota legislature, Minnesota Agencies or other funding sources, or if it's funding cannot be continued at a sufficient level to allow payment of the amounts due under this Agreement.
- C. Emailed notice of termination sent by the CRWJPB, on behalf of the CRWJPO, to the Partners sufficient notice under this section. The CRWJPB, on behalf of the CRWJPO, is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Neither the CRWJPB nor the CRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

XII. GENERAL PROVISIONS

- A. The Partners agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Partners are responsible.
- B. The Partners and its respective employees or agents shall not be deemed as employees of the CRWJPB or the CRWJPO. The CRWJPB or the CRWJPO and its respective employees or agents shall not be deemed as employees of the Partners.

- C. The Partners will procure insurance necessary to cover the errors and omissions of the Partner employees performing services under the terms of this Agreement.
- D. Exhibit 1 is attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Exhibit, the terms of this Agreement shall govern.
- E. No party to this Agreement shall be liable to the other parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside of defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- F. The parties shall in good faith attempt to settle any dispute arising under this Contract.

XII. AUTHORIZED REPRESENTATIVES AND LIASONS

The following named persons are designated the Authorized Representatives of the parties for the purposes of this Agreement. These persons have authority to bind the respective party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to Authorized Representatives otherwise stated in the Agreement, or in modification to the Agreement.

At the time of execution of this Agreement, the following persons are the authorized representatives:

CRWJPO: Steven Rohlffing, Chair
 Cannon River Watershed Joint Powers Organization
 c/o Rice Soil and Water Conservation District
 1810 30th Street NW
 Faribault, MN 55021

RSWCD: Richard Cook, Chair
 Rice Soil and Water Conservation District
 1810 30th Street NW
 Faribault, MN 55021

DCSWCD: Laura Zanmiller, Chair
 Dakota County Soil and Water Conservation District
 4100 220th Street West, Suite 102
 Farmington, MN 55024

- A. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the CRWJPO and the Partners. The CRWJPO and the Partners shall keep each other continually informed of any change to the designated liaison.

At the time of execution of this Agreement, the following persons are the designated liaisons:

CRWJPO Liaison: Steven Rohlfing, CRWJPB Chair
Le Sueur County Board of Commissioners
Telephone: (507) 317-5095
Email: srohlfig@co.le-sueur.mn.us

RSWCD Liaison: Steve Pahs, District Manager
Rice Soil and Water Conservation District
Telephone: (507) 332-5408
Email: steven.pahs@riceswcd.org

DSWCD Liaison: Brian Watson, District Manager
Dakota County Soil and Water Conservation District
Telephone: (651) 480-7778
Email: brian.watson@co.dakota.mn.us

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper person 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 _____ Date _____
Steven Rohlfing, Chair

Pursuant to action taken by the CRWJPB on _____

RICE SOIL AND WATER CONSERVATON DISTRICT BOARD

By _____ Date _____
Richard Cook, Chair

Pursuant to action taken by the RSWCD Board on _____

DAKOTA COUNTY SOIL AND WATER CONSERVATOND DISTRICT BOARD

By _____ Date _____
Laura Zanmiller, Chair

Pursuant to action taken by the DCSWCD Board on _____

Cannon River Watershed Joint Powers Organization Roles and Responsibilities

Member Dues: \$5,000 (annual estimate)
BWSR WBIF Grant: \$56,700 (annual estimate)
Metro BWSR WBIF Grant: \$5,000 (annual estimate)
Other Grants: TBD

Administration – Administrator, Rice SWCD Host

Cost: Billable rate not to exceed \$15,500/year or \$46,500 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$15,500)*

Potential Tasks Identified:

- Serves as day to day contact
- Prepares meeting agendas and minutes for CRWJPB, TAG and PWG
- Develops Board Operating Rules
- Liaison to legal council
- Prepares and routes agreements for signature
- Drafts budgets and annual plans of work for review by staff and approval by Board
- Reports accomplishments in grantor's reporting system
- Coordinate with Special Program hosts to track maintain accurate accounting
- Applies for grants with assistance to write grants also provided from other members.

Administration - Fiscal Agent, Rice SWCD Host

Cost: Billable rate not to exceed \$10,500/year or \$31,500 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$10,500)*

Potential Tasks Identified:

- Establishes a bank account solely for the CRWJPO
- Develops record retention policy, houses and distributes official records
- Obtain and hold necessary insurances for CRWJPO
- Submits invoices and collects membership dues
- Prepares quarterly Treasurer's and accounting transaction reports
- Prepares invoices or issues payments of approved invoices for services
- Compile records for annual audits
- Reports on Federal or State grant financial activities

Plan Implementation - Education and Outreach (EO), Rice SWCD Host

Cost: Billable rate not to exceed \$15,200/year or \$45,600 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$15,200)*

Potential Tasks Identified:

- Lead Contact for developing and implementing EO Plan
- Maintains CRWJPO web site
- Manages contracts and deliverables for EO activities
- Develops EO materials for use by Members
- Develops news releases or newsletters
- Develops Fact Sheet template for installed cost share projects for use by Members
- Coordinates with others such as CRWP, CRAC to encourage partnerships and consistent messaging.
- Develops demonstration or research sites, volunteer programs and recognition programs
- Coordinates EO efforts such as soil health team, MIDS adoption
- Develops EO opportunities and serves as facilitator for workshops, field tours or events
- Assists in drafting EO section of work plans and budgets
- Assists with reporting accomplishments in grantor's reporting system

Plan Implementation - Technical Assistance and Cost Share (TACS), Dakota County SWCD Host

Cost: Billable rate not to exceed \$15,500/year or \$46,500 under three-year agreement through 12/31/2025

¹*Fund Sources: Grants (\$15,500)*

Potential Tasks Identified:

- Develops methods for Members to report staff time and landowner cost share
- Develops and approves quarterly reports for Member reimbursements
- Develops and maintains cost share policies for staff review and Board approval
- Ensures sufficient documentation is provided for documenting landowner payments/cost share
- Prepares and submits reimbursement request to Fiscal Agent for Member payments
- Ensure that adequate match is provided and recorded
- Manages contracts and deliverables for TACS activities
- Assists in drafting TACS section of work plan and budgets
- Assists with reporting accomplishments in grantor's reporting system

Plan Implementation – Accelerated Implementation and Measuring (AIM), Dakota County SWCD Host

Cost: Billable rate not to exceed \$10,000/year or \$30,000 under three-year agreement through 12/31/2025

¹*Fund Sources: Membership Dues (\$5,000) and Grants (\$5,000)*

Potential Tasks Identified:

- Contact for lake management studies
- Contact for flood studies
- Contact for PTMAApp or alternative modeling development
- Manages contracts and deliverables for assessments or feasibility studies
- Contact for developing water monitoring plan and coordinating MPCA intensive monitoring
- Evaluates and provides method for tracking measurable results and/or pace of progress
- Evaluates new or expanding modeling techniques for continued targeting and prioritization

Serves as lead for Plan amendments, changes or efforts in developing next generation Plan
Assists in drafting work plans and budgets
Assists with reporting accomplishments in grantor's reporting system

1 = Fund source is provided for budgeting purposes. However, actual use of membership dues and grants will depend on eligible activities under each grant executed and the timing of activities identified within the Cannon River Watershed Comprehensive Watershed Management Plan.

DRAFT

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 10: Solicit for legal services 2023-2025

Request for Action

Meeting Date: 10/5/2022

Prepared by: Emmie Scheffler

PURPOSE/ACTION REQUESTED: A decision is needed on how to proceed for legal services for the CRWJPO for 2023-2025.

SUMMARY:

Currently, Rice County provides legal services for the CRWJPO. Return time on items have been slow. During discussions with the executive committee, it was brought up to request from the other counties if they would be interested in providing legal services. Staff has reached out to their respective legal staff and responses received will be brought forward right now. Action is needed to select one for legal representation or to solicit bids from those interested, if more than one was. If the route is to solicit bids, then action is needed to give authority to the executive committee to select one in December for a contract to be ready for the January CRWJPB meeting.

Supporting Documents:

No attachments.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 11: MDM Presentation

Information Item

Meeting Date: 10/5/2022

Prepared by: Mike Schultz

PURPOSE/ACTION REQUESTED: A presentation on the Gibbs Multi Drainage Management project for the next round of funding.

SUMMARY:

Mike Schultz is presenting on the Gibbs project. The study and cost proposal are attached in the packet.

Supporting Documents:

Feasibility Report Gibbs Wetland

Feasibility Report Gibbs Wetland

Le Sueur County, Minnesota

Date: July 2022

ISG Project No.: 22-26501



Architecture
Engineering
Environmental
Planning

ISGInc.com

REPORT FOR:

Mike Schultz
Le Sueur County SWCD
181 W Minnesota Street
Le Center, MN 56057
507-419-0365
menschultz@co.le-sueur.mn.us

FROM:

ISG
Bailey Griffin, PE
Water Resources Engineer
115 E Hickory Street, Suite 300
Mankato, MN 56001
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Bailey.Griffin@ISGInc.com

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INTRODUCTION

The following feasibility study investigates and preliminarily designs a storage and treatment wetland within the Le Sueur County Ditch No. 40 (CD 40) watershed. There has been a need identified by landowners, staff, and the Drainage Authority for multi-purpose drainage management (MDM) and storage within the CD 40 watershed. In coordination with the Cannon River Comprehensive One Watershed One Plan (1W1P) planning efforts, MDM planning and implementation has been identified as a priority for the watershed. The project includes restoration of 42-acres of wetland restoration through impoundment of water within its natural basin. The wetland restoration will benefit the watershed through storage and treatment of runoff.

It should be noted that some general assumptions were made during this analysis. Additional information may or may not modify our findings, but a large change in scope is not anticipated. A future survey will be necessary to verify these assumptions if final design and construction plans are approved.

LOCATION + WATERSHED

The project site is located within the CD 40 watershed in the SE 1/4 of Section 32 of Montgomery Township in Le Sueur County. CD 40 includes public open ditch that drains approximately 5,48-acres. Le Sueur County Ditch 46 (CD 46) with at watershed of 1,311 acres drains into the CD 40 watershed. The outlet for CD 40 is Lake Dora, a public water basin under the jurisdiction of the Minnesota Department of Natural Resources (DNR). The CD 40 watershed can be seen below in Figure 1.

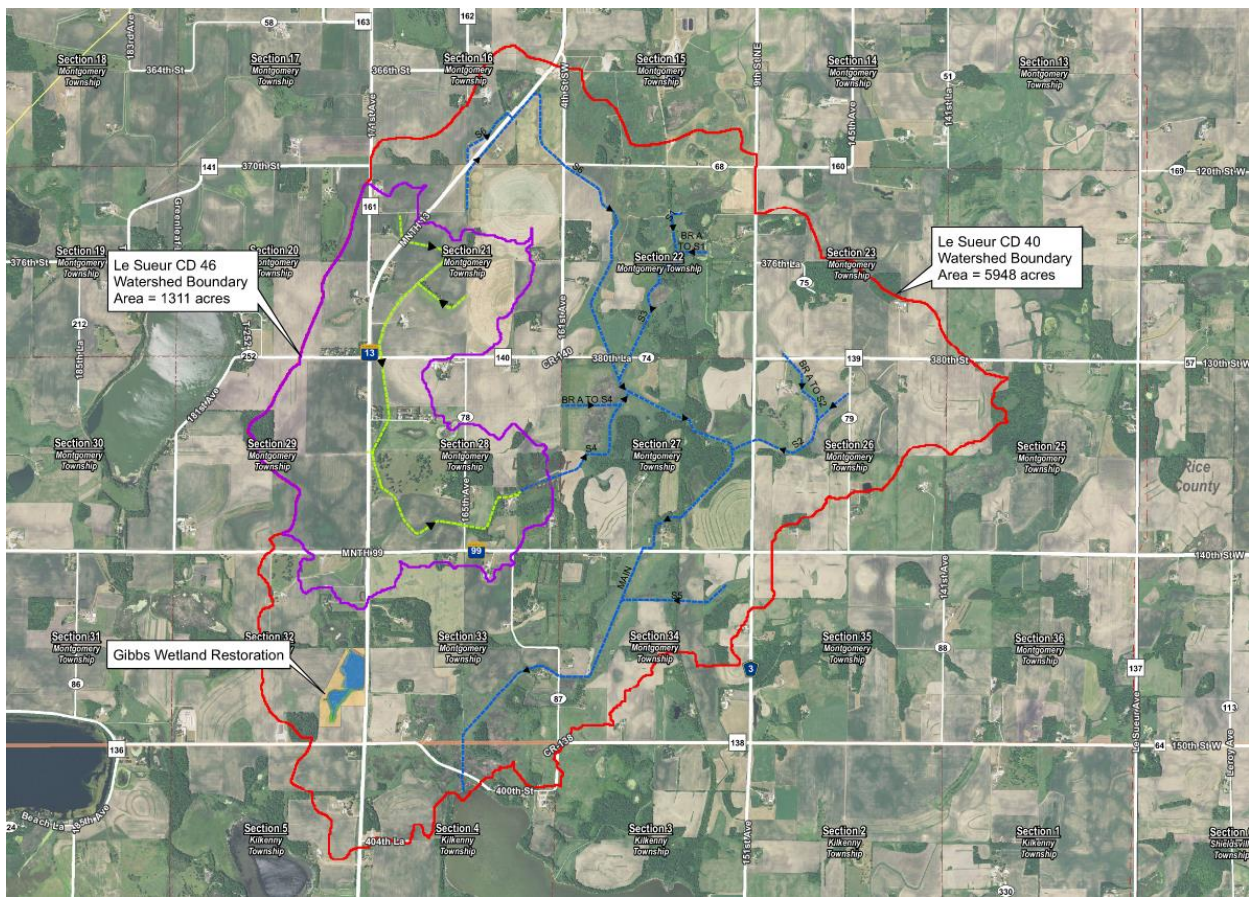


FIGURE 1: CD 40 WATERSHED

The property effected by the proposed wetland restoration project is owned by Patricia Gibbs. The watershed of the site for the proposed wetland restoration consists of 154-acres. The land draining to the wetland is primarily farmland with both overland flow and flows from private drainage tiles.

The land within the proposed wetland restoration basin is managed for hay while land on the hills is farmed for row crops. Historically, the lowlands were privately ditched to allow for installation of tile drainage and future plans to [to pump water for additional drainage needs on the site. Management of the land has been cumbersome, and in recent years has experienced exceptional wetness that has inhibited the

ability to harvest for hay. While the management of the land has been altered to allow for the ability to pump water, the landowner is considering the option for restoring the basin to a wetland.

Currently, water leaving the site is drained through a culvert under Minnesota State Trunk Highway 13. Then, water drains south through the open ditch adjacent to the highway before entering into a manhole. The water is then conveyed into a private drainage tile that drains east where it outlets into a private ditch. The ditch eventually outlets into CD 40 and Lake Dora. While the land east of the highway is managed by another landowner, an agreement is in place to maintain the flowage rights through the property.



FIGURE 2: EXISTING SITE

PROPOSED PROJECT

The goal of the design is to restore the historical wetland functions to the basin which includes deep marsh, emergent wetland, wet meadow, and native upland prairie areas.

IMPOUNDMENT

An impoundment of water will take place in order for the basin to be restored to a wetland. A berm will be placed on along the north side of the natural basin with a sheet pile weir to control the outflow of water and maintain the wetland pool. The berm will be created to separate the hydrology from the wetland present on the property north of the site in order to not have adverse impacts to the property such as back water effects. The berm will be set approximately 2-feet higher than the weir in order to route the outflow of water at the controlled sheet pile weir outlet.

The outlet for the system will be a sheet pile weir and will have a maintained water elevation of 1051 MSL. The maximum depth is approximately 2.5-feet based on lidar, but most likely deeper within the private open ditch sections as they are not present on LiDAR topography. The pooled volume at maintained water is 16.3 acre-feet. The wetland will consist of 14.5-acres of deep marsh, 3-acres of emergent wetland, and 3.5-acres of wet meadow, and 21-acres of upland native habitat. The total wetland restoration including the upland buffer will encompass 42-acres.

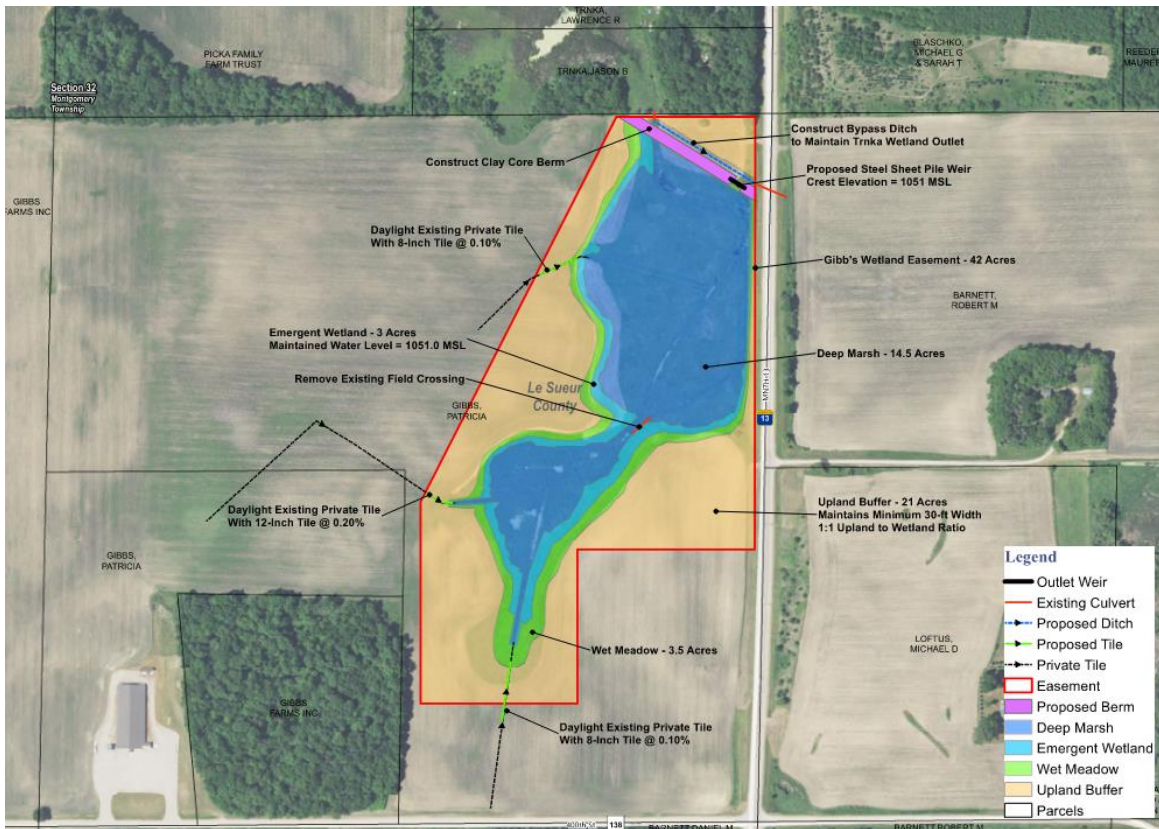


FIGURE 3: WETLAND CONCEPT

After water outlets from the weir, the water will drain following the current infrastructure in place as mentioned in the existing condition. After water outlets from the wetland, it will flow under Highway 13 through a culvert, south through an open ditch along the highway entering a manhole, and into a private tile running east. The tile then outlets into a private open ditch.

Further discussion is needed with the Minnesota Department of Transportation (MNDOT) to ensure that the long-term structural integrity of Highway 13 is not at risk due to the impoundment of water. Additional berming may be required.

The design of the wetland follows the criteria set forth in the Board of Water and Soil Resources (BWSR) Clean Water Fund (CWF) Multi-purpose drainage management (MDM) grant. The wetland would be eligible for funding through this grant or Watershed Based Implementation Funds (WBIF). Other funding options may be pursued, but design criteria may need to be adjusted depending on the goals and criteria required for the grants.

SEEDING

Seeding for the project will take place to restore natural and native habitat to the basin. Depending on the expected wetness and depth of standing water different seed mixes will be recommended. Seeding will consist of 14.5-acres of deep marsh seed mix, 3-acres of emergent wetland seed mix, and 3.5-acres of wet meadow seed mix, and 21-acres of mesic prairie seed mix. In areas where grassland is already established, the landowner and county may opt to maintain existing vegetation due to practicality and cost savings.

DAYLIGHTING PRIVATE TILE

Three private drainage tiles currently drain into the existing private open ditch networks. They will be raised by approximately 0.5-foot in order for the tile inverts to be above the maintained water elevation of the wetland. This concept is commonly called “daylighting”. The daylighting of tile will raise the tile to a higher elevation and therefore will have less cover. In order to maintain positive gravity drainage, the new tiles will be installed to replace the existing tiles at a flatter grade to make up the difference in elevation lost due to raising the outlet elevation. Riprap and geotextile fabric will be placed at the outlet of the daylighted tiles to protect the banks from erosion. In addition, rodent guards will be added to prevent burrowing animals from entering the tiles.

PERPETUAL FLOWAGE EASEMENTS

Per the criteria set forth in the BSWR CWF MDM grant, a perpetual flowage easement is required for storage and treatment wetland implementation. The boundary for the wetland restoration totals at 42-acres with the easement proposed to encompass the whole project. The easement will be held by the Drainage Authority for CD 40. Moving forward, the Drainage Authority will be responsible for future maintenance and repairs to the wetland and must follow applicable proceedings under 103E. The landowner will be paid for the easement. Payment for the

easement may not exceed the rate utilized for the Reinvest in Minnesota (RIM) program. The 2018 RIM rates are \$6,643.67 for cropland and \$3,851.40 for non-crop land in Montgomery Township. The final easement agreement and description will be drafted prior to the project being finalized.

HYDRAULIC, HYROLOGIC, + WATER QUALITY MODELING

A hydraulic model was built utilizing HydroCAD to ensure that the structure will withstand the present conditions and rainfall amounts. Design storms and rainfall data used to generate the 24-hour Type II rainfall distributions for the project area were obtained from the National Oceanic and Atmospheric Administration’s (NOAA’s) Atlas 14 precipitation frequency estimates. Runoff calculations in the model were performed using the NRCS TR-55 method. Storage volumes and topography surrounding the wetland’s basin utilized LiDAR contours. Curve numbers for the project area were determined using soil and land use data. A model was developed for the 2-, 5-, 10-, 25-, 50-, and 100-year rainfall events. The model assumed the wetland was at the proposed maintained water level at 1051 MSL. The pooled volume at maintained water is 16.3 acre-feet.

Table 1 displays the elevations after the proposed impoundments for the wetland restoration. Due to the small contributing watershed, the wetland will have minimal bounce. The model showed a bounce of approximately 1.5-feet on the 100-year storm event.

TABLE 1: GIBBS WETLAND PEAK STORM ELEVATIONS

Storm Event	Proposed Peak Elevation (feet)	Proposed Storage (acre-feet)
2-year	1051.38	7.1
5-year	1051.58	10.8
10-year	1051.76	14.4
25-year	1052.05	20.4
50-year	1052.30	25.8
100-year	1052.56	31.7

Nutrient and sediment reductions were estimated utilizing Hydrological Simulation Program – FORTRAN (HSPF) Scenario Application Manager (SAM). The loading anticipated to enter the wetland was estimated based on the corresponding land use within the wetland’s watershed. Contributing basin source loads were determined from the wetlands subwatershed in the HSPF-SAM model. Based on research and literature review, wetland restorations are expected to achieve 75% reduction in TSS, 52% reduction in TP, and 43% reduction in TN. Table 2 below outlines the anticipated pollution reductions based on the assumptions outlined above.

TABLE 2: GIBBS WETLAND POLLUTION REDUCTIONS

Pollutant	Pollutant Reductions
TSS	47.7 tons/yr
TP	215 lb/yr
TN	5,720 lb/yr

PRELIMINARY COST ESTIMATES

The following table summarizes the estimated costs for the wetland restoration. The cost estimate includes material and labor for construction, land acquisition, engineering, survey, construction oversight, and administrative costs. The Gibbs wetland restoration is estimated to cost a total of \$488,365. Based on past project experience, the cost for the wetland restoration at this scale is practical and feasible.

Cost saving could be incurred through the seeding costs. Currently, the basin is already grassed. Due to wetness and impoundment planned for the wetland restoration, this area will be difficult to seed without dewatering which would be an additional expense to the project. The low area could be maintained for the vegetation present with the upland buffer seeded with native vegetation. This would save approximately \$43,495 from the estimate outlined in Table 3. Additional cost saving could be incurred is the SWCD or county would be to purchase the seed mixes for the project rather than the project contractor or sub-contractor. The SWCD or county would also have the ability to perform the seeding for the project if equipment, labor, and capacity of the staff allowed for potentially even more cost savings.

TABLE 3: GIBB'S WETLAND PRELIMINARY COST ESTIMATE

Item No.	Item	Unit	Quantity	Unit Price	Amount
101	MOBILIZATION	LS	1	\$ 8,490.00	\$ 8,490
102	TILE INVESTIGATION	HR	2	\$ 149.40	\$ 299
103	12-INCH AGRICULTURAL TILE	LF	380	\$ 24.00	\$ 9,120
104	8-INCH AGRICULTURAL TILE	LF	300	\$ 16.70	\$ 5,010
105	CONNECT EXISTING 10-INCH TILE	EA	1	\$ 630.40	\$ 630
106	CONNECT EXISTING 8-INCH TILE	EA	2	\$ 483.50	\$ 967
107	GRANULAR PIPE FOUNDATION	CY	11	\$ 27.60	\$ 304
108	COMMON EXCAVATION - DITCH (P) (EV)	CY	780	\$ 5.00	\$ 3,900
109	COMMON BORROW (P) (CV)	CY	1360	\$ 15.00	\$ 20,400
110	TOP SOIL STRIP & PLACE SPOILS	AC	1.2	\$ 4,212.60	\$ 5,055
111	12-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	1	\$ 1,076.80	\$ 1,077
112	8-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	2	\$ 962.00	\$ 1,924
113	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	110	\$ 75.80	\$ 8,338
114	REMOVE EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	90	\$ 2.20	\$ 198
115	REMOVE CMP CULVERT	EA	1	\$ 623.40	\$ 623
116	STEEL SHEET PILE WEIR	EA	1	\$ 30,000.00	\$ 30,000
117	WET MEADOW SEED MIX 34-271	AC	3.5	\$ 1,892.00	\$ 6,622
118	EMERGENT WETLAND SEED MIX 34-181	AC	3.1	\$ 2,072.00	\$ 6,423
119	MESIC PRAIRIE SEED MIX 35-541	AC	21	\$ 1,768.00	\$ 37,128
120	BWSR DEEP MARSH PILOT SEED MIX	AC	14.5	\$ 2,100.00	\$ 30,450
SUBTOTAL CONSTRUCTION COST					\$ 176,958
20% UNFORSEEN					\$ 35,392
TOTAL CONSTRUCTION COST					\$ 212,350
LAND ACQUISITION/ PERMANENT DAMAGES		AC	21	\$ 6,643.67	\$ 139,517
LAND ACQUISITION/ PERMANENT DAMAGES (MARSH)		AC	21	\$ 3,851.40	\$ 80,879
COUNTY ADMINISTRATION COSTS					\$ 10,618
TOPOGRAPHIC SURVEY					\$ 5,000
REPORTS, PLANS AND SPECIFICATIONS					\$ 20,000
CONSTRUCTION STAKING & ADMINISTRATION					\$ 20,000
TOTAL GIBBS WETLAND RESTORATION COST					\$ 488,365

SUMMARY OF FINDINGS, CONCLUSIONS + RECOMMENDATIONS

The goal of the project is to restore previously drained basins to their original condition as a wetland. The project includes installing a berm and weir to impound water within the natural basin as well as private tile re-routes in order to daylight, erosion control, and seeding. The project is anticipated to cost \$267,969 for construction of the project and \$220,396 for land acquisition, totaling \$488,365. Cost savings may be incurred pending the further discussion and planning with seeding and vegetation establishment on the site.

The wetland will provide benefit to the CD 40 watershed by contributing temporary and long-term storage to the system providing 16.3 acre-feet of permanent pooled storage and a live capacity of up to 31.7 acre-feet for the 100-year event. In addition, the wetland will provide water quality benefits by treating runoff allowing for sedimentation and capture of nutrients such as nitrates and phosphorus. Based on modeled conditions, it is anticipated that the wetland will capture 47.7 tons per year of sediment, 215 pounds per year of total phosphorus, and 5,720 pounds per year of total nitrogen.

The next step in the process would be to meet with the landowner to review and receive feedback before developing final concepts and costs. Funding avenues should be explored for the project including coordination with the Cannon River Watershed planning committee to determine the allocation of funds. Early coordination with the Drainage Authority is recommended to determine project support prior to final planning. Once funding and feedback is secured, a full survey with detailed construction plans can be developed.

Appendix A: Maps



Gibb's Wetland Restoration
 Le Sueur County,
 Minnesota
 Wednesday, June 8, 2022

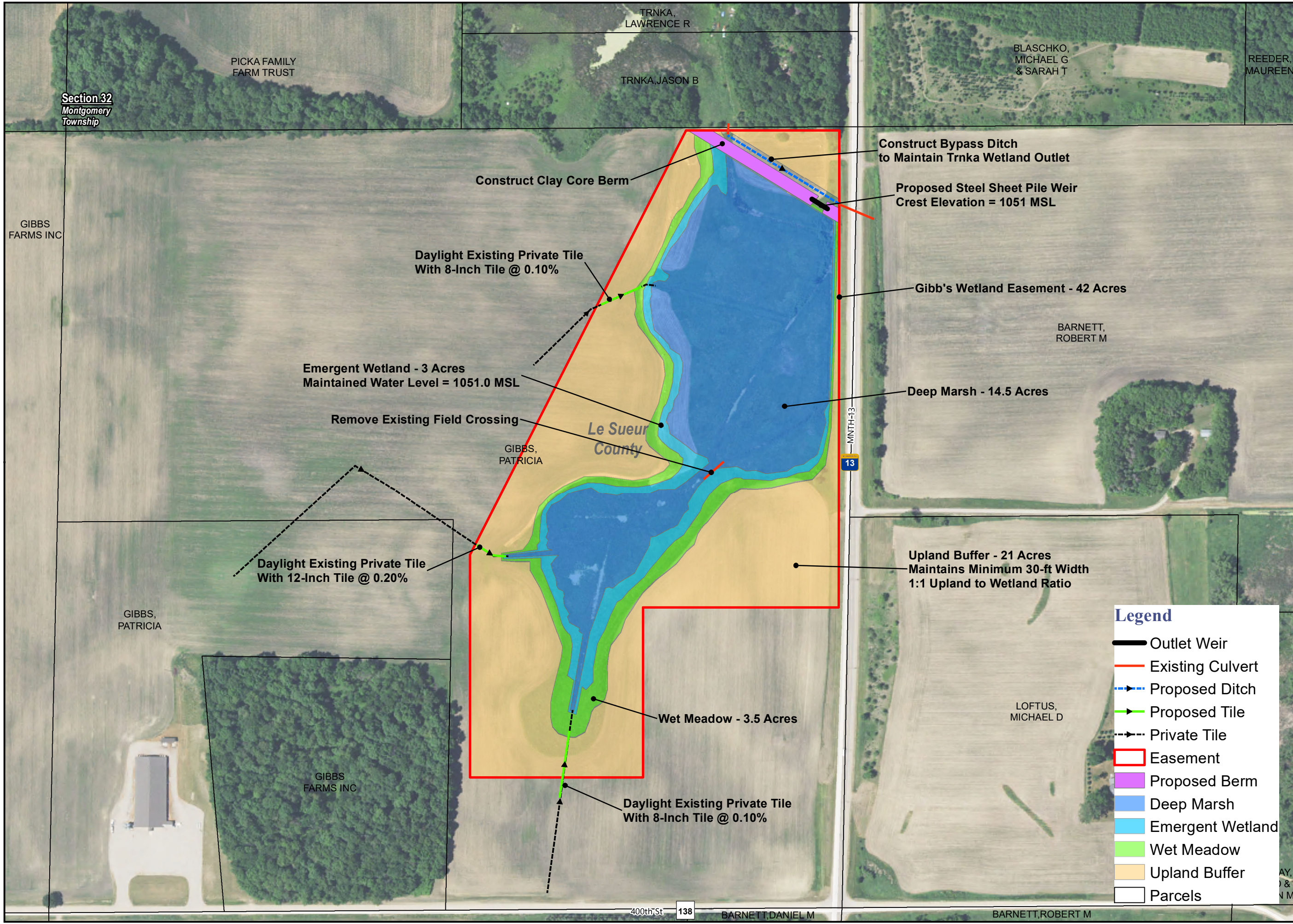
PN: 22-26501

Source:

Orthophotograph (MnGeo WMS, 2015)
 Tile/Ditch (Le Sueur County, 12/16/2016)
 Parcels (Le Sueur County, 12/16/2016)
 Lakes (MN DNR, July, 2008)
 Major Stream (MN DNR, July 2008)
 Counties (MN DNR, July 2013)
 PLSS (MnGeo/USGS)



0 75 150 300 Feet



Legend

- Outlet Weir
- Existing Culvert
- Proposed Ditch
- Proposed Tile
- Private Tile
- Easement
- Proposed Berm
- Deep Marsh
- Emergent Wetland
- Wet Meadow
- Upland Buffer
- Parcels

Section 32
 Montgomery
 Township

GIBBS
 FARMS INC

GIBBS,
 PATRICIA

GIBBS
 FARMS INC

TRNKA,
 LAWRENCE R

TRNKA, JASON B

BLASCHKO,
 MICHAEL G
 & SARAH T

REEDER,
 MAUREEN

Construct Clay Core Berm

Construct Bypass Ditch
 to Maintain Trnka Wetland Outlet

Proposed Steel Sheet Pile Weir
 Crest Elevation = 1051 MSL

Daylight Existing Private Tile
 With 8-Inch Tile @ 0.10%

Gibb's Wetland Easement - 42 Acres

Emergent Wetland - 3 Acres
 Maintained Water Level = 1051.0 MSL

BARNETT,
 ROBERT M

Deep Marsh - 14.5 Acres

Remove Existing Field Crossing

Le Sueur
 County

GIBBS,
 PATRICIA

Daylight Existing Private Tile
 With 12-Inch Tile @ 0.20%

Upland Buffer - 21 Acres
 Maintains Minimum 30-ft Width
 1:1 Upland to Wetland Ratio

Wet Meadow - 3.5 Acres

LOFTUS,
 MICHAEL D

Daylight Existing Private Tile
 With 8-Inch Tile @ 0.10%

400th St 138

BARNETT, DANIEL M

BARNETT, ROBERT M



Watershed
County Ditch No 40
 Le Sueur County,
 Minnesota
 Wednesday, July 13, 2022

- Legend**
- CD46
 - CD40
 - CD 46
 - Deep Marsh
 - Emergent Wetland
 - Wet Meadow
 - Upland Buffer
 - CD40 Watershed

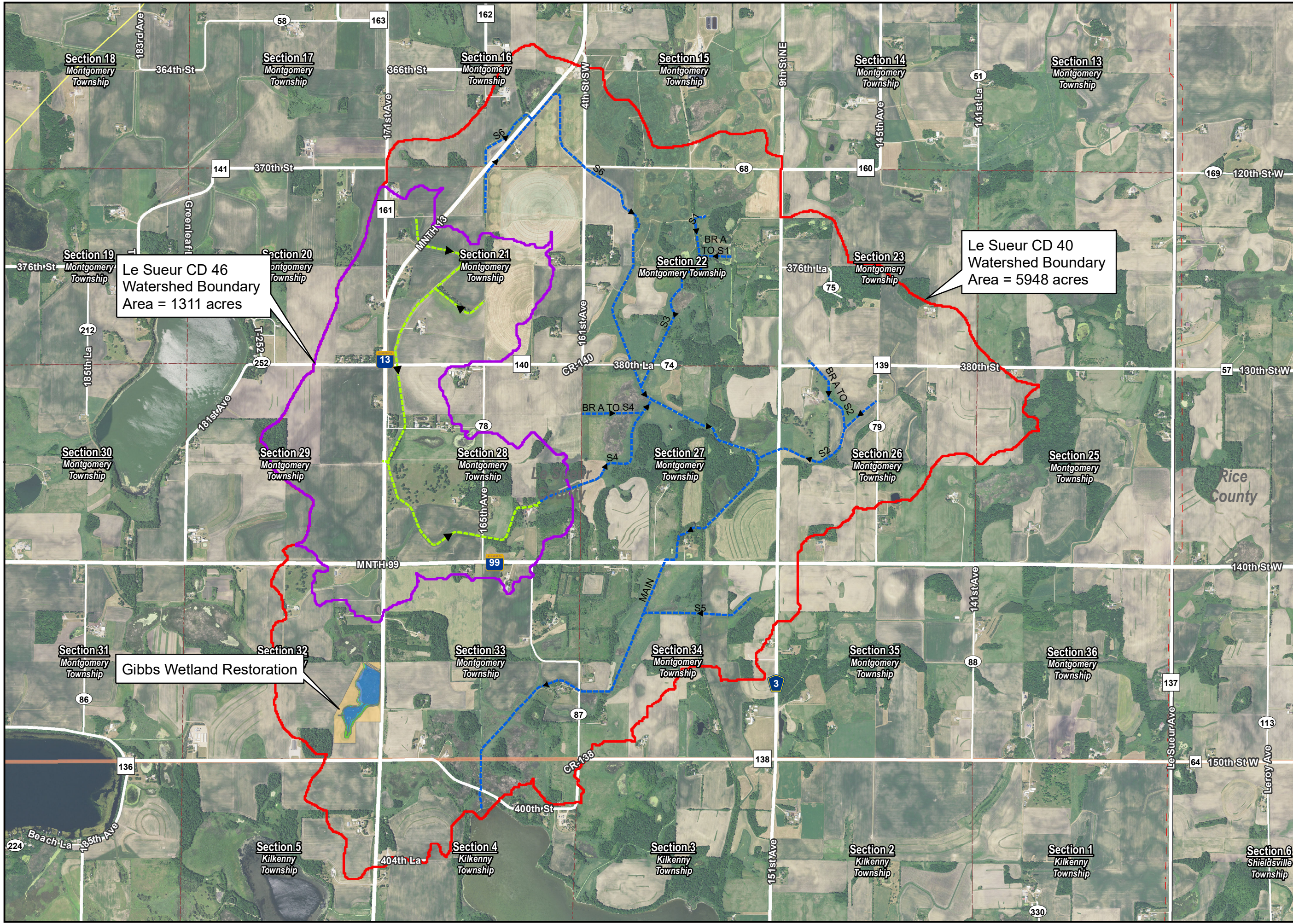
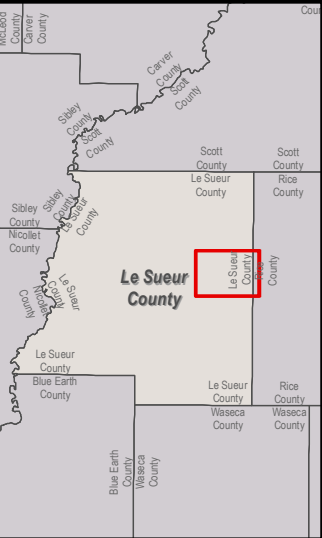
PN: 17-21850

Source:

Orthophotograph (MnGeo WMS, 2015)
 Tile/Ditch (Le Sueur County, 12/16/2016)
 Parcels (Le Sueur County, 12/16/2016)
 Lakes (MN DNR, July, 2008)
 Major Stream (MN DNR, July 2008)
 Counties (MN DNR, July 2013)
 PLSS (MnGeo/USGS)



0 550 1,100 2,200
 Feet
 1 inch = 2,372 feet



Le Sueur CD 46
 Watershed Boundary
 Area = 1311 acres

Le Sueur CD 40
 Watershed Boundary
 Area = 5948 acres

Gibbs Wetland Restoration

Appendix B: Cost Estimate

Wetland Restoration Cost

Gibbs Wetland Restoration

Item No.	Item	Unit	Quantity	Unit Price	Amount
101	MOBILIZATION	LS	1	\$ 8,490.00	\$ 8,490
102	TILE INVESTIGATION	HR	2	\$ 149.40	\$ 299
103	12-INCH AGRICULTURAL TILE	LF	380	\$ 24.00	\$ 9,120
104	8-INCH AGRICULTURAL TILE	LF	300	\$ 16.70	\$ 5,010
105	CONNECT EXISTING 10-INCH TILE	EA	1	\$ 630.40	\$ 630
106	CONNECT EXISTING 8-INCH TILE	EA	2	\$ 483.50	\$ 967
107	GRANULAR PIPE FOUNDATION	CY	11	\$ 27.60	\$ 304
108	COMMON EXCAVATION - DITCH (P) (EV)	CY	780	\$ 5.00	\$ 3,900
109	COMMON BORROW (P) (CV)	CY	1360	\$ 15.00	\$ 20,400
110	TOP SOIL STRIP & PLACE SPOILS	AC	1.2	\$ 4,212.60	\$ 5,055
111	12-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	1	\$ 1,076.80	\$ 1,077
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114	REMOVE EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	90	\$ 2.20	\$ 198
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LAND ACQUISITION/ PERMANENT DAMAGES (MARSH)		AC	21	\$ 3,851.40	\$ 80,879
COUNTY ADMINISTRATION COSTS					\$ 10,618
TOPOGRAPHIC SURVEY					\$ 5,000
REPORTS, PLANS AND SPECIFICATIONS					\$ 20,000
CONSTRUCTION STAKING & ADMINISTRATION					\$ 20,000
TOTAL GIBBS WETLAND RESTORATION COST					\$ 488,365

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 12: 2023-2024 WBIF Workplan

Request for Action

Meeting Date: 10/5/2022

Prepared by: Emmie Scheffler

PURPOSE/ACTION REQUESTED: Approval of the 2023-2024 Cannon River Watershed Implementation funds workplan with BWSR.

SUMMARY:

The workplan for the 2023-2024 Watershed Based Implementation Funds has been in progress for the past year and has been reviewed by the Technical Advisory, staff, executive committee, and the full CRWJPB. The activities listed have a need currently and have been prioritized this round of funding. Approval of the workplan that is attached in the packet is needed to receive the 2023-2024 Cannon River Watershed Implementation funds from the Board of Water and Soil Resources. Approval is also needed for Emmie Scheffler, CRWJPO administrator, to sign the grant contract when that comes in.

Supporting Documents:
2023-2024 Workplan

WBIF Workplan 2023 and 2024					
				2023	2024
ID	Implementation Activity	Priority Area(s)		\$	\$
3.1.1-C-1	Technical Assistance for One large stream restoration project.	tier 1 impaired streams		\$40,000	
	Utilize PTMapp 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	\$0
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	
	3.1.1-C-7	Implement structures practices to treat 5%, or 7,192 acres, of cropland in the Tier 1 impaired stream drainage areas.	pollutant impaired streams	\$200,258	
	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	
	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 clas 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	
				\$376,258	\$0
Conservation drainage	3.2.3-A-8	Implement five multi-benefit drainage projects over a 10-year timeframe of the plan to reduce runoff volume, peak flows and erosion of agricultural lands.	Straight River Tributaries Area, Lakes Area	\$295,000	
				\$295,000	\$0
	3.2.1-B-4	Develop a soil health team	Cannon River Planning Area	\$15,000	\$15,000
		Education and Outreach plan implementation		\$10,200	\$10,200

Education Outreach	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	\$7,500	\$7,500
	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	
				\$35,700	\$33,700
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	
	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	\$0

\$796,958 \$33,700

\$830,658 TOTAL BASED ON IMPLEMENTATION PLAN

BWSR Elink Budget Items for Work Plan					
		2023	2024	Totals	
Conservation Drainage	Conservation Drainage	\$295,000	\$0	\$295,000	
Cost-Share Projects	Ag Practices	\$376,258	\$0	\$376,258	
Education Outreach	Education/Outreach	\$35,700	\$33,700	\$69,400	Awarded:
Plan Development	Plan Dev./Assessment	\$70,000	\$0	\$70,000	\$ 1,028,658.00
Groundwater	Groundwater	\$20,000	\$0	\$20,000	
C/S Technical Assistance	Tech/Engineering Ass.	\$ 65,500.00	\$ 80,500.00	\$ 146,000.00	
Grant Administration	Adm/coordination	\$ 26,000.00	\$ 26,000.00	\$ 52,000.00	\$ 1,028,658.00 WBIF GRANT TOTAL IN WORKPLAN
Local Match	cash/landowner/in-kind	\$100,000.00	\$25,500.00	\$125,500.00	
Federal Match	cash/landowner/in-kind	\$10,000.00	\$10,000.00	\$20,000.00	\$ 145,500.00 WBIF GRANT TOTAL MATCH
					\$ 1,174,158.00

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 13: FY2023 Budget

Request for Action

Meeting Date: 10/5/2022

Prepared by: Emmie Scheffler

PURPOSE/ACTION REQUESTED: Approval of the CRWJPO budget for 2023.

SUMMARY:

The budget for 2023 that is attached in the packet was assuming approval of the roles contract and the 2023-2024 WBIF workplan today. The budget has income from dues, FY2021 WBIF, and FY2023 WBIF broke out into separate sections. The dues balance from 2022 and the remaining FY2021 WBIF funds will be different at the start of 2023 pending items worked on and billed in Q3 and Q4 of 2022.

The MPCA SWAG monitoring is not included in the budget since that is managed separately and money is going to the individual members and no staff time is billed to the CRWJPO.

FY2023 WBIF funds only shows 50% of the overall grant. The remaining 40%, and then 10%, will be received once we have spent down the first 50% allocation.

Approval is needed on the FY2023 budget for the CRWJPB as presented with changes made to be presented in January after year end bills are in.

REVENUES	2021 Budget Actual	2022 Budget Approved	2023 Budget Draft	
Use of Fund Balance (Unrestricted Funds)		\$32,260	\$27,000.00	
Dues from Members	\$49,000.00	\$49,000	\$49,000.00	
Interest	\$1,754.90		\$1,000.00	
Investment Earnings/Dividends	\$2.00		\$0.00	
BWSR WBF Grant FY21	\$514,329.00	\$792,863	\$680,455.47	
BWSR WBF Grant FY23		\$0	\$514,329.00	
TOTAL REVENUE	\$565,085.90	\$874,123	\$1,271,784.47	
EXPENSES	2021 Budget Actual	2022 Budget Approved		
Fund Source- Dues				
Develop Lake Management Plans	\$8,037.35	\$30,000	\$30,000.00	
Administration -General	\$4,939.66	\$2,500	\$0.00	
Administration - Fiscal Agent	\$884.31	\$2,500	\$0.00	
Administration - Education and Outreach	\$670.59	\$4,800	\$0.00	
Administration - TACS	\$530.38	\$2,500	\$0.00	
Administration - AIM	\$3,967.39	\$5,000	\$5,000.00	
Legal Services	\$0.00	\$5,000	\$3,000.00	
Accounting and Audit Services	\$0.00	\$4,000	\$2,500.00	
Liability Insurance and General Operating	\$2,563.00	\$4,000	\$4,060.00	
Fund Balance- Operating			\$21,440.00	
Fund Balance- plan revisions		\$5,000	\$10,000.00	
Subtotal	\$21,592.68	\$65,300	\$76,000.00	
FY21 BWSR Grant				
Cost Share Project				
Cost Share - 3.1.1-C-7	\$54,446.56	\$514,013	\$396,935.38	
Cost share- 3.2.1-B-2			\$28,282.67	*all allocated
C/S Technical Assistance	\$30,246.55	\$83,334	\$48,131.77	
Inventories				
Shoreline Inventories- 3.2.2-B-1	\$12,358.04	\$59,350	\$56,658.96	
SSTS- 3.2.2-D-1	\$4,931.84	\$160,000	\$113,293.62	
Subtotal	\$101,983	\$816,697	\$643,302.40	
FY23 BWSR Grant				
Plan Development				
T/A Stream Restoration- 3.1.1-C-1			\$20,000	
PTMapp Wetland Restoration- 3.1.2-A-1			\$21,000	
Cost Share Projects				
Structures PL- 3.1.1-A-3			\$2,000	
Structures IL- 3.1.1-B-3			\$40,000	
Structures IS- 3.1.1-C-7			\$76,796	
Nonstructural corn/sb- 3.2.1-B-2			\$13,333	
Nonstructural short season- 3.2.1-B-3			\$2,000	
Perennial crops- 3.2.1-A-1			\$80,000	
Soil loss ordinance- 3.1.1-C-3			\$12,000	
Conservation Drainage				
Gibbs MDM- 3.2.3-A-8			\$100,000	
Education and Outreach				
Soil Health Team- 3.2.1-B-4			\$15,000	
E&O implementation (role)			\$10,200	
Biannual field day- 3.3.1-A-3			\$0	
Education public- 3.3.1-B-3			\$7,500	
Well clinics- 3.1.3-A-4			\$3,000	
Groundwater				
Red Wing well sealing- 3.1.3-A-3			\$12,000	
Well Sealing program- 3.1.3-A-8			\$8,000	
C/S Technical Assistance			\$65,500	
Grant Administration			\$26,000	
Subtotal			\$514,329	
TOTAL EXPENSES			\$1,233,631	
Year End Balance	\$565,085.90	\$874,123	\$38,153	*After Q3 and Q4, this will show \$1,000.
Unrestricted Fund Balance (Membership Dues)	\$27,407.32	\$15,960	\$1,000	
WBIF FY2021 fund balance			\$37,153	*After Q3 and Q4, there will be a shift of funds with this balance showing \$0.00
WBIF FY2023 fund balance			\$0	
Fund balance- plan revisions			\$15,000	
fund balance- operating			\$21,440	

Notes:

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 14: Purchasing of Displays

Request for Action

Meeting Date: 10/5/2022

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Staff would like displays for the CRWJPO to utilize at events.

SUMMARY:

After the soil health events in 2022, staff discussed the need for displays and signs to represent the CRWJPO. These would be used for soil health events, the tour, workshops, and other events that will be held by the CRWJPO. The thought from staff is to use slippage money from this round of funding, if any, in education and outreach to purchase these or dues. A motion is needed to approve the purchase of displays and by which funding source.

Supporting Documents:

No attachments.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 15: Contracting of FY2023 Education and Outreach Activities

Request for Action

Meeting Date: 10/5/2022

Prepared by: Emmie Scheffler

PURPOSE/ACTION REQUESTED: Discussion of soliciting for bids for education and outreach activities to be conducted in 2023.

SUMMARY:

During the July 2022 Cannon River Watershed Joint Powers Board meeting, the issue of contracting education and outreach activities was brought up. For 2021 and 2022, contracting was done with Clean River Partners on the soil health events. Soil health events is in the workplan for 2023. There is potential to partner with Freeborn soil health team for an event in the Straight River lobe. Recommendation from staff is to solicit for bids for the soil health events for 2023 with selection for contracting made by the executive committee in December 2022 for a contract to be approved at the January 2023 CRWJPB meeting.

Supporting Documents:

No attachments.

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	\$370.37	\$3,500	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	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	\$34,889.01	\$34,889.01	100.00%	100%
				\$35,759.38	\$38,889.01	91.95%	
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	\$14,141.33	\$42,424	33.33%	100%
	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	N/A	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).	\$80,881.94	\$477,817.32	16.93%	53%
				\$95,023.27	\$520,241.32	18.27%	
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	\$12,691.04	\$69,350	18.30%	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)	\$46,706.38	\$160,000	29.19%	100%
				\$59,397.42	\$229,350.00	25.90%	
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	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	86.96%	100%
	3.2.1-B-4	Develop a Soil Health Team	Cannon River Planning Area	\$22,202.45	\$22,333.34	99.41%	100%
				\$24,376.45	\$24,833.34	98.16%	

\$ 42,424.00 currently allocated

\$ - currently allocated

\$ 253,288.48 currently allocated

*dues money

BWSR Elink Budget Items for Work Plan				
		Spent	Allocated	Percent Spent
Inventories	Special Projects	\$ 59,397.42	\$ 229,350.00	25.90%
Cost-Share Projects	Ag Practices	\$ 95,023.27	\$ 520,241.32	18.27%
Education Outreach	Education/Outreach	\$ 24,376.45	\$ 24,833.34	98.16%
Plan Development	Plan Dev./Assessment	\$ 35,769.38	\$ 50,500.00	70.83%
C/S Technical Assistance	Tech/Engineering Ass.	\$ 70,201.57	\$ 118,333.34	59.33%
Grant Administration	Adm/coordination	\$ 63,434.44	\$ 85,400.00	74.28%
Local Match	cash/landowner/in-kind	\$15,861.92	\$52,024.13	30.49%
Federal Match	cash/landowner/in-kind	\$0.00	\$55,000.00	0.00%

Total Amount Awarded:	\$1,028,658.00
Total % Spent:	33.85%
Required Match Amount:	\$102,865.80
Total % Matched:	15.42%