

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

February 1st, 2023 at 9 am
Straight River Room, Rice County Fairgrounds
1814 2nd Ave NW, Faribault, MN 55021

I. Call to Order and Roll Call

II. Election of Officers

III. Consent Agenda

1. Approval of Agenda
2. Approval of Joint Powers Board Minutes of October 5th, 2022 Meeting
3. Minutes of October 27th and December 9th Executive Committee Meetings
4. 2022 4th Quarter Financial Summary and Bills Payable
5. MCIT invoice 2023 for Property/Casualty Insurance
6. MPCA Surface Water Assessment Grant
7. Financial Audit engagement letter with Peterson Company

IV. Regular Agenda

8. Adopt 2023 CRWJPO Operating Rules- *Board Action required*
9. Revised 2023 meeting schedule- *Board Action required*
10. Approval of legal services contract for 2023-2025- *Board Action required*
11. Approval of FY2023 Education and outreach activities contract- *Board Action required*
12. 2022 Budget Summary- *informational*
13. 2023 Budget update- *informational*

V. Update on implementation activities

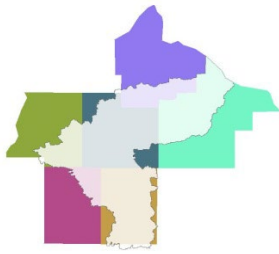
1. Annual Report
2. Presentation on Soil Health peer-to-peer meetings by Rice SWCD

VI. Staff Reports

VII. Other Correspondence

1. Introduction of Clean River Partners executive director Jennifer Tonko

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

CRWJPB Members: Mike Slavik (Dakota County), Kevin Chamberlain (Dakota SWCD), Brad Anderson (Goodhue County), Jeff Beckman (Goodhue SWCD), Steven Rohlring (Le Sueur County), Jim Struck (Le Sueur SWCD), Sandy Weber (North Cannon WMO), Richard Cook (Rice SWCD), Dan Hansen (Steele SWCD), Keith Morgan (Waseca SWCD), James Hedeem (Belle Creek WD)

Also in Attendance: Ashley Gallagher (Dakota SWCD staff), Mike Schultz (Le Sueur SWCD staff), Karl Schmidtke (Le Sueur SWCD SWCD staff), Steve Pahs (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff), 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), Brian Watson (Dakota SWCD staff), David Stenzel (Steele County staff), Beau Kennedy (Goodhue SWCD staff), Brad Becker (Dakota County staff), Haley Byron (Waseca County staff)

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
There was an addition of item 11.2 City of Northfield presentation.
2. Approval of Joint Powers Board Minutes of July 6th, 2022 Meeting
3. Minutes of September 7th, 2022 Executive Committee Meetings
4. Financial Summary
5. MPCA SWAG
6. Amendment to workplan

7. 2023 MCIT Quote
8. 2023 Meeting schedule and location

Motion by Hedeem, second by Struck to approve the consent agenda. Motion carried.

III. Regular Agenda

9. 2023-2025 CRWJPO Roles contracts

There were no further comments on what was presented in the packet.

Motion by Hansen, second by Weber to approve the 2023-2025 CRWJPO roles contract and attachment as presented in the packet. Motion carried.

10. Solicit for legal services 2023-2025

It was discussed that only two counties would potentially be interested in providing services. The issues currently are that with one county providing services there could be conflicts of interest, most have staffing issues, and right now there are county attorney elections happening. The board thinks that both counties and private should be allowed to bid. Dakota SWCD has examples we can use for the rfb.

Motion by Chamberlain, second by Weber to approve the request for bids to be publicly posted and sent to private and county attorneys for the executive committee to make a decision on selecting one in December. Motion carried.

11. 1. MDM presentation

Le Sueur County board is on board with the project. The discussion was that the easement could be part of the match required. The Le Sueur County board would set the amount viewers would have to pay for the 25% match needed. There has back and forth between BWSR rules and drainage law to manage the project pre work.

12. 2. City of Northfield Presentation

Cole Johnson presented the Lincoln Waterway box culvert improvement project. The site drains into the Cannon River. The site currently floods out the neighborhood apartments but does not affect the railroad it goes under. The city is looking for \$50,000 to \$200,000 from the CRWJPO. It was asked how it benefits storage and pollution reductions since installing a larger culvert is like pulling a plug. It was commented by staff that the project is not in the workplan, possible storage projects upstream would be. Anderson thinks that it needs to go through staff and the tac first. Hedeem commented that the flooding downstream needs to be assessed.

13. 2023-2024 WBIF Workplan

The MDM project numbers were explained further since some costs are not eligible. The MDM project and other projects have inflation calculated into the estimates.

Motion by Slavik, second by Anderson to approve the 2023-2024 Cannon River Watershed Implementation funds workplan. Motion carried.

Motion by Cook, second by Hedeem to approve Emmie Scheffler to sign the grant contract from BWSR when it is received. Motion carried.

14. FY2023 Budget

Emmie Scheffler presented the 2023 budget. Once quarter 3 reporting is received, the budget and spent from 2022 will be sent to board members. The executive committee will talk about the fund balance in December. The updated 2023 budget with final carryover numbers will be in for the next meeting.

Motion by Cook, second by Anderson to approve the FY2023 budget as presented in the packet. Motion carried.

15. Purchasing of displays

The board would like to know what the displays would look like first. There are fine with dues to pay for this if needed.

16. Contracting of FY2023 Education and Outreach activities

The board agrees that rfb should occur for the events. They would like to partner with the highway 14 tour for an event.

Motion by Slavik, second by Hedeem to approve soliciting for bids for two of the soil health events with the executive committee selecting one in December, along with partnering on one event for the highway 14 tour. Motion carried.

IV. Update on implementation activities

Soil health event pictures were presented.

V. Staff Reports

There were no other staff reports.

VI. Other Correspondence

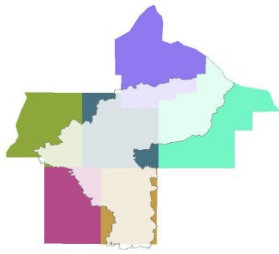
There were no other correspondences.

VII. Adjourn

The next meeting will be on January 4th, 2023 at 9am. Motion by Hansen, second by Slavik to adjourn the meeting at 10:39 am.

Respectfully Submitted,

Galen Malecha,
Secretary Cannon River Watershed Joint Powers Board



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 Minutes
CRWJPB Executive Committee
October 27th, 2022 at 8am
Teams Online Video Platform

CRWJPB Members: Brad Anderson (Goodhue County), Steven Rohlring (Le Sueur County), Richard Cook (Rice SWCD), Galen Malecha (Rice County)

Also in Attendance: Emmie Scheffler (Rice SWCD staff), Brian Watson (Dakota SWCD staff), Ashley Gallagher (Dakota SWCD staff), David Stenzel (Steele County Staff)

1. Call to Order

Chair Rohlring called the meeting to order at 8:01 am.

2. Use of Dues to pay for Q3 Education and Outreach

Emmie Scheffler presented the current situation of being over on E & O dollars and the response from BWSR on the matter. BWSR states that they look to make sure local policy is being followed. Our local policy is that executive committee review is needed for workplan changes under 10%. Dakota SWCD does not agree with the local policy and does not think that paying after the fact that it is poor business practice. Emmie Scheffler warned the board that we could get in trouble during a reconciliation if we use WBIF funds to pay. The committee thinks that by the wording of review that they do not need to take action and just are notified. The wording in the policy will be changed to notice instead of the review for the future. Staff will also look into the reporting process to try and prevent this from occurring again. Cook would like the budget cleaner so less of these small shifts are occurring in the future.

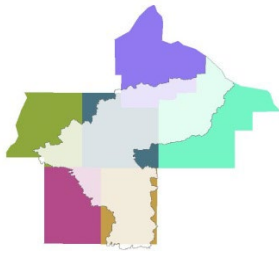
3. Amendment to FY2021-2022 WBIF

Staff notified the executive committee that \$12,000 will be moved from inventories to education and outreach in the Cannon WBIF FY2021-2022 grant. This will cover the expenses from quarter 3 and for those in quarter 4.

4. Adjourn

Meeting called to an end at 8:29 am.

DRAFT



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 Minutes
CRWJPB Executive Committee
December 8th, 2022 at 8am
Teams Online Video Platform**

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

Also in Attendance: Steve Pahs (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff), Beau Kennedy (Goodhue SWCD staff), Brad Becker (Dakota County staff), David Stenzel (Steele County staff), Brian Watson (Dakota SWCD staff), Ashley Gallagher (Dakota SWCD staff)

1. Call to Order

Chair Rohlfing called the meeting to order at 8:00 am.

2. Approval of Agenda

There has been an addition to MCIT, item 10, to the agenda.

Motion by Anderson, second by Cook to approve the agenda with the addition of MCIT. Motion passed.

3. Approve Minutes from October 27th, 2022 Meeting

Motion by Cook, second by Anderson to approve the minutes from the October 27th, 2022 meeting. Motion passed.

4. Recommend Selection of Legal Service Contractor for 2023-2025

The recommendation from staff is to select Campbell Knutson, however allow the counties to express interest until January 3rd. The discussion of neutrality, cost, and timely manner were brought forth.

Motion by Anderson, second by Cook to select Campbell Knutson for Legal Services for 2023-2025 pending responses from county attorneys. Motion carried.

5. Recommend Selection of Soil Health Event Contractor for 2023

The recommendation from staff is to accept the proposal from Clean River Partners and Soil Health Coalition with a stipulation that CRWJPO staff will assist with promotion. The staff is happy with how the partnership has been the past years on this activity.

Motion by Malecha, second by Cook to approve the selection of Clean River Partners and Soil Health Coalition for the Soil Health Event Contractor for 2023. Motion passed.

6. Review Policy Change for Amending Grant Workplans

The final policy will go to the CRWJPB after some document clean up. There is wording in the policy that gives flexibility for the executive committee to review if they do not agree with the staff recommend change.

Motion by Slavik, second by Anderson to approve the draft Workplan Amendment policy. Motion passed.

7. Update on Implementation Activities

SSTS has been completed and it found 59% of septic were out of compliance and 11 were imminent health threats.

8. Consider Date Change to Scheduled January CRWJPB Meeting

Recommendation from staff is to move all the meeting in 2023 back one month from the current approval. This would help staff present a more updated financial report to the board. The approval for all meetings will be at the February CRWJPB meeting.

Motion by Anderson, second by Malecha to move the January CRWJPB meeting to February 1st, 2023 at 9am in the Straight River Room. Motion passed.

9. Review Upcoming CRWJPB Agenda Items

In addition to the items listed in the packet, a revised 2023 meeting schedule was added to the agenda list.

10. MCIT

Recommendation from staff is to give the fiscal agent the authority to pay the 2023 MCIT bill when it is received since it is due before the next CRWJPB meeting. The estimate was presented at the October CRWJPB meeting.

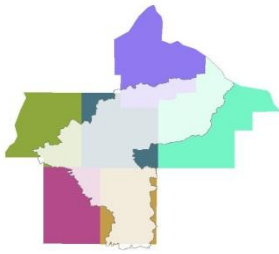
Motion by Malecha, second by Cook to give the fiscal agent the authority to pay the 2023 MCIT bill. Motion passed.

11. Adjourn

The next executive committee meeting will be on January 4th, 2023 at 9 am.

Chair Rohlring called the meeting to a close at 8:47 am. Motion by Malecha, second by Cook to adjourn the meeting. Motion passed.

DRAFT



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.

Financial report for 4th quarter 2022.

The following reports were prepared January 24th. Because we are still waiting on funding from BWSR, the 4th quarter expenses have not been paid out. (see unpaid bills report)

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

BALANCE SHEET:

9:18 AM
01/24/23
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	48,364.17
10300 - Reliance Bank Savings	410,268.35	210,871.44	211,057.54	11,126.77
Total 10000 - Checking/Savings	426,381.87	341,826.06	245,379.40	59,490.94
Total Checking/Savings	426,381.87	341,826.06	245,379.40	59,490.94
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	245,379.40	59,490.94
TOTAL ASSETS	426,881.87	341,826.06	245,379.40	59,490.94
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 - Accounts Payable	0.00	0.00	0.00	221,914.13
Total Accounts Payable	0.00	0.00	0.00	221,914.13
Other Current Liabilities				
26000 - Unearned Revenue State				
26010 - Unrmd WBIF Cannon 1W1P	320,680.11	273,136.71	193,566.84	-215,360.24
Total 26000 - Unearned Revenue State	320,680.11	273,136.71	193,566.84	-215,360.24
Total Other Current Liabilities	320,680.11	273,136.71	193,566.84	-215,360.24
Total Current Liabilities	320,680.11	273,136.71	193,566.84	6,553.89
Total Liabilities	320,680.11	273,136.71	193,566.84	6,553.89
Equity				
Unrestricted Net Assets	59,531.71	59,531.71	59,531.71	59,531.71
Net Income	46,670.05	9,157.64	-7,719.15	-6,594.66
Total Equity	106,201.76	68,689.35	51,812.56	52,937.05
TOTAL LIABILITIES & EQUITY	426,881.87	341,826.06	245,379.40	59,490.94

PROFIT AND LOSS STATEMENT:

9:23 AM

01/24/23

Accrual Basis

**Cannon River Watershed Joint Powers Board
Profit & Loss**

January through December 2022

	Jan - Mar 22	Apr - Jun 22	Jul - Sep 22	Oct - Dec 22	TOTAL
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 FY21	0.00	47,543.40	79,569.87	408,927.08	536,040.35
44020 MPCA Lake/Strm Smping Rmb	0.00	0.00	18,321.80	29,869.51	48,191.31
Total 44000 - Inter Govern Rev State	0.00	47,543.40	97,891.67	438,796.59	584,231.66
48000 - Investment Earnings					
48100 - Interest Income	346.05	103.09	186.10	69.23	704.47
Total 48000 - Investment Earnings	346.05	103.09	186.10	69.23	704.47
Total Income	49,346.05	47,646.49	98,077.77	438,865.82	633,936.13
Expense					
52000 - Other Charges/Services					
52020 - Lake Mgmt Plans (Int/Ext)	0.00	9,074.50	3,580.75	1,181.50	13,836.75
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	1,181.50	18,712.75
62000 - JPB Project Expenses					
62020 - Fiscal Coord - Local Du	0.00	0.00	0.00	977.00	977.00
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	600.00	0.00	600.00
Total 62000 - JPB Project Expenses	0.00	806.00	3,032.00	977.00	4,815.00
64000 - State Project Expenses					
64100 - Cannon 1W1P-BWSR FY21					
64105 - 1W1P Inventories FY21	0.00	4,096.18	38,011.36	90,657.24	132,764.78
64110 - 1W1P CS Project FY21	0.00	35,278.86	5,297.85	243,499.64	284,076.35
64115 - 1W1P Education/Outreach	0.00	111.00	8,672.50	5,365.48	14,148.98
64120 - 1W1P Plan Development	0.00	0.00	370.37	78.75	449.12
64125 - 1W1P Tech Asst/CS FY21	0.00	19,054.86	20,900.16	48,552.22	88,507.24
64130 - 1W1P Administration	0.00	10,158.00	5,538.25	10,060.50	25,756.75
64135 - 1W1P Grnt Admin Fiscal	0.00	3,903.50	1,337.00	4,531.75	9,772.25
64140 - 1W1P Grnt Admin Ed/Otrc	0.00	143.00	572.00	2,140.00	2,855.00
64145 - 1W1P Grnt Admin TA/CS	0.00	333.00	750.00	4,041.50	5,124.50
Total 64100 - Cannon 1W1P-BWSR FY21	0.00	73,078.40	81,449.49	408,927.08	563,454.97
64200 MPCA Strm/Lake Smping Rmb	0.00	0.00	26,892.32	26,655.75	53,548.07

Page 1

	Jan - Mar 22	Apr - Jun 22	Jul - Sep 22	Oct - Dec 22	TOTAL
Total 64000 - State Project Expenses	0.00	73,078.40	108,341.81	435,582.83	617,003.04
Total Expense	2,676.00	85,158.90	114,954.56	437,741.33	640,530.79
Net Ordinary Income	46,670.05	-37,512.41	-16,876.79	1,124.49	-6,594.66
Net Income	46,670.05	-37,512.41	-16,876.79	1,124.49	-6,594.66

TREASURER'S REPORT:

**Cannon River Watershed Joint Powers Board
Treasurer's Report
As of December 31, 2022**

01/24/23
Accrual Basis

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
10000 - Checking/Savings								245,379.40
10200 - Reliance Bank Checking								34,321.86
Bill Pmt -Check	10/14/2022	5065	RMB Environmental Laboratories I...	multiple invoices	X	20000 - Accounts Pay...	-1,877.00	32,444.86
Transfer	11/01/2022			Funds Transfer	X	10300 - Reliance Ban...	200,000.00	232,444.86
Bill Pmt -Check	11/09/2022	5066	Clean River Partners, Inc.	invoice #100522	X	20000 - Accounts Pay...	-2,490.00	229,954.86
Bill Pmt -Check	11/09/2022	5067	Dakota SWCD - Vendor	invoice #3239	X	20000 - Accounts Pay...	-4,410.50	225,544.36
Bill Pmt -Check	11/09/2022	5068	Goodhue SWCD - V	3rd qtr invoice #Q3-2022	X	20000 - Accounts Pay...	-51,971.30	173,573.06
Bill Pmt -Check	11/09/2022	5069	Le Sueur County - V	3rd qtr invoice #Q3-2022 and #Q3-2022-Stantec	X	20000 - Accounts Pay...	-57,338.87	116,234.19
Bill Pmt -Check	11/09/2022	5070	Le Sueur SWCD - v	2022 3rd qtr invoice #22-10-01	X	20000 - Accounts Pay...	-16,385.44	99,848.75
Bill Pmt -Check	11/09/2022	5071	Rice SWCD - Vendor	Invoice #2017888	X	20000 - Accounts Pay...	-9,464.00	90,384.75
Bill Pmt -Check	11/09/2022	5072	SE SWCD Technical Support JPB	invoice #CannonRJPB	X	20000 - Accounts Pay...	-5,194.05	85,190.70
Bill Pmt -Check	11/09/2022	5073	Steele SWCD - vendor	3rd qtr invoice: 2022-14	X	20000 - Accounts Pay...	-40,953.79	44,236.91
Bill Pmt -Check	11/09/2022	5074	Waseca Soil & Water Conservatio...	3rd qtr invoice - 3Q-22-WasecaSwcd	X	20000 - Accounts Pay...	-963.50	43,273.41
Deposit	11/16/2022			Deposit	X	44020 MPCA Lake/Str...	29,869.51	73,142.92
Bill Pmt -Check	12/05/2022	5075	Goodhue SWCD - V	2022 MPCA-SWAG qtr 3	X	20000 - Accounts Pay...	-3,124.11	70,018.81
Bill Pmt -Check	12/05/2022	5076	Le Sueur County - V	2022 qtr 3 MPCA-SWAG sampling	X	20000 - Accounts Pay...	-4,221.36	65,797.45
Bill Pmt -Check	12/05/2022	5077	Le Sueur SWCD - v	2022 qtr 3 MPCA-SWAG sampling	X	20000 - Accounts Pay...	-5,584.41	60,213.04
Bill Pmt -Check	12/05/2022	5078	Rice SWCD - Vendor	MPCA-SWAG 2022 qtr 3	X	20000 - Accounts Pay...	-4,053.54	56,159.50
Bill Pmt -Check	12/05/2022	5079	RMB Environmental Laboratories I...	multiple invoices	X	20000 - Accounts Pay...	-1,342.00	54,817.50
Bill Pmt -Check	12/05/2022	5080	Steele SWCD - vendor	2022 MPCA-SWAG qtr 3	X	20000 - Accounts Pay...	-2,438.57	52,378.93
Bill Pmt -Check	12/31/2022	5082	Goodhue SWCD - V	2022 MPCA-SWAG qtr 4		20000 - Accounts Pay...	-1,214.65	51,164.28
Bill Pmt -Check	12/31/2022	5083	Le Sueur County - V	2022 qtr 4 MPCA-SWAG sampling		20000 - Accounts Pay...	-280.23	50,884.05
Bill Pmt -Check	12/31/2022	5084	Rice SWCD - Vendor	MPCA-SWAG 2022 qtr 4		20000 - Accounts Pay...	-2,293.92	48,590.13
Bill Pmt -Check	12/31/2022	5085	Steele SWCD - vendor	2022 MPCA-SWAG qtr 4		20000 - Accounts Pay...	-225.96	48,364.17
Total 10200 - Reliance Bank Checking							14,042.31	48,364.17
10300 - Reliance Bank Savings								211,057.54
Deposit	10/31/2022			Interest	X	48100 - Interest Income	62.74	211,120.28
Transfer	11/01/2022			Funds Transfer	X	10200 - Reliance Ban...	-200,000.00	11,120.28
Deposit	11/30/2022			Interest	X	48100 - Interest Income	3.19	11,123.47
Deposit	12/31/2022			Interest	X	48100 - Interest Income	3.30	11,126.77
Total 10300 - Reliance Bank Savings							-199,930.77	11,126.77
Total 10000 - Checking/Savings							-185,888.46	59,490.94
TOTAL							-185,888.46	59,490.94

UNPAID BILLS:

:31 AM
1/24/23

**Cannon River Watershed Joint Powers Board
Unpaid Bills Detail
As of January 24, 2023**

Type	Date	Num	Due Date	Aging	Open Balance
Dakota SWCD - Vendor					
Bill	12/31/2022		01/10/2023	14	4,314.00
Total Dakota SWCD - Vendor					4,314.00
Goodhue SWCD - V					
Bill	12/31/2022		01/10/2023	14	117,116.79
Total Goodhue SWCD - V					117,116.79
Le Sueur County - V					
Bill	12/31/2022		01/10/2023	14	28,231.51
Total Le Sueur County - V					28,231.51
Le Sueur SWCD - v					
Bill	12/31/2022		01/10/2023	14	5,479.59
Total Le Sueur SWCD - v					5,479.59
Rice SWCD - Vendor					
Bill	12/31/2022		01/10/2023	14	64,084.46
Total Rice SWCD - Vendor					64,084.46
SE SWCD Technical Support JPB					
Bill	12/31/2022		01/10/2023	14	770.73
Total SE SWCD Technical Support JPB					770.73
Waseca Soil & Water Conservation District					
Bill	12/31/2022		01/10/2023	14	1,917.05
Total Waseca Soil & Water Conservation District					1,917.05
TOTAL					221,914.13

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 5: MCIT invoice 2023 for Property/Casualty Insurance

Information Item

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Minnesota Counties Intergovernmental Trust invoice update for 2023 for Property and casualty Insurance.

SUMMARY:

The executive committee approved payment of the MCIT invoice for 2023 at their December 2022 meeting. This bill was accounted for in the approved 2023 budget and payment was due by January 31st.

Supporting Documents:
MCIT invoice

Invoice



Minnesota Counties
Intergovernmental Trust

Invoice 19547R
Date 1/1/2023
Member ID 7646

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST
100 EMPIRE DRIVE
SUITE 100
ST PAUL MN 55103

Bill To: Cannon River Watershed Joint Powers Board
1810 30th St NW
Faribault MN 55021-0000

\$ _____
Payment Amount

Member ID	Payment Due Date	Effective Date	Expiration Date
7646	01/31/2023	01/01/2023	01/01/2024
Policy Number	Description		Amount
PC764623-1	PC RENEWAL		\$4,060.00

Total \$4,060.00

Payment due by 1/31/2023 or finance charges will accrue. See Article X, Section 10.1 of the MCIT Bylaws for payment terms. Issuance of this invoice denotes continuing membership in MCIT per the MCIT Joint Powers Agreement and By-laws.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 6: MPCA Surface Water Assessment Grant

Information Item

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

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

SUMMARY:

Staff wrapped up the first year of the MPCA SWAG grant. Of the \$110,312.00 allocated, \$56,763.93 (49%) has been spent. Reporting on results were submitted to MPCA by the December 31st deadline.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 7: Financial Audit engagement letter with Peterson Company

Request for Action

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Acceptance of the Peterson Company engagement letter for Fiscal year 2022.

SUMMARY:

Approval is needed to select Peterson Company for the 2022 audit. The cost of the audit is \$2,400, which is under what was allotted in the approved 2023 budget.

Supporting Documents:

Peterson Company Ltd. Engagement Letter.

January 9, 2023

To the Board of Supervisors and District Manager
Cannon River Watershed Joint Powers Board
1810 30th St NW
Faribault, MN 55021

Enclosed is the audit engagement letter for the fiscal year ending December 31, 2022. The audit will be performed in accordance with all applicable audit standards.

We anticipate that half a day of fieldwork will be required at your office unless the audit is done remotely. During this time and during completion of the audit, we will be happy to answer your questions and assist with policies and procedures at no additional cost. The year-end audit fee will be \$2,400. An additional fee for lease amortization calculations and disclosures will be \$175 per lease, if needed. The increase in fees is due to continued growth in grant tracking, new lease accounting standards, and inflationary increases.

Please sign and return the engagement letter in the envelope provided. We look forward to working with you!

Sincerely,

Samantha Hoskins

Samantha Hoskins, CPA
Peterson Company Ltd

January 9, 2023

Cannon River Watershed Joint Powers Board
1810 30th St NW
Faribault, MN 55021

CLIENT COPY

Dear Board of Supervisors and District Manager:

The following represents our understanding of the services we will provide for Cannon River Watershed Joint Powers Board.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Cannon River Watershed Joint Powers Board, as of December 31, 2022, and for the year then ended and the related notes, which collectively comprise Cannon River Watershed Joint Powers Board's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and Government Auditing Standards. As part of our audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of

the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Cannon River Watershed Joint Powers Board's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even through the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Cannon River Watershed Joint Powers Board's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a) For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America
- b) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements, and
- c) To provide us with:
 - I. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - II. Additional information that we may request from management for the purpose of the audit;
 - III. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d) For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e) For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f) For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g) For acceptance of nonattest services, including identifying the proper part to oversee nonattest work;
- h) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i) For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j) For the accuracy and completeness of all information provided.

With regard to the required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the required supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding required supplementary information; (c) to include our report on the required supplementary information in any document that contains the required supplementary information and that indicates that we have reported on such required supplementary information; and (d) to present the required supplementary information with the audited basic financial statements, or if the

required supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the required supplementary information no later than the date of issuance by you of the required supplementary information and our report thereon.

As part of our audit process, we will request from management, and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services, at the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by Cannon River Watershed Joint Powers Board's management.
- Prepare the financial statements with the required footnote disclosures.
- Prepare lease amortization calculations and disclosures, if needed.
- Prepare the depreciation schedule, if needed.

We will not assume management responsibilities on behalf of Cannon River Watershed Joint Powers Board. However, we will provide advice and recommendations to assist management of Cannon River Watershed Joint Powers Board in performing its responsibilities.

Cannon River Watershed Joint Powers Board's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the financial statement preparation, depreciation schedule, lease amortization calculations and disclosures, and journal entry proposals previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Cannon River Watershed Joint Powers Board's basic financial statements. Our report will be addressed to management and the governing body of Cannon River Watershed Joint Powers Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinion on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in the spring or summer and to issue our reports no later than June 30, 2023.

Samantha Hoskins is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Peterson Company Ltd's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be \$2,400. If lease amortization calculations and disclosures are needed, this will be an additional fee of \$175 per lease. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices not paid within 30 days will accrue interest at 1.50%. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Peterson Company Ltd and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Board of Water and Soil Resources or the Minnesota State Auditor's Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Peterson Company Ltd's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Board of Water and Soil Resources or to the Minnesota State Auditor's Office. The Board of Water and Soil Resources or the Minnesota State Auditor's Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Peterson Company Ltd

Peterson Company Ltd
570 Cherry Drive
Waconia, MN 55387

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Cannon River Watershed Joint Powers Board by:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 8: Adopt 2023 CRWJPO Operating Rules

Request for Action

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Adoption of the 2023 CRWJPO Operating Rules, pending any officer and committee changes.

SUMMARY:

Updates have been made to the CRWJPO Operating Rules for 2023. The following changes have been made:

- The year from 2022 to 2023 under the Board Committees.
- The language under item V. Budget Development c. Fund Balance
- Update on language under item VII. subitem b. pending approval of legal contract.
- Update on the year from 2022 to 2023 for item VII. subitem c.
- Update on language under item VII. subitem a.
- Update on the year from 2022 to 2023 under item VII. subitem c.
- Appendices added as item IX.

The purpose of the appendices is to have documents needed for implementation by the board in one place for review. A list of the documents that are included are listed under section IX. and found in the attachment Operating rules appendix.

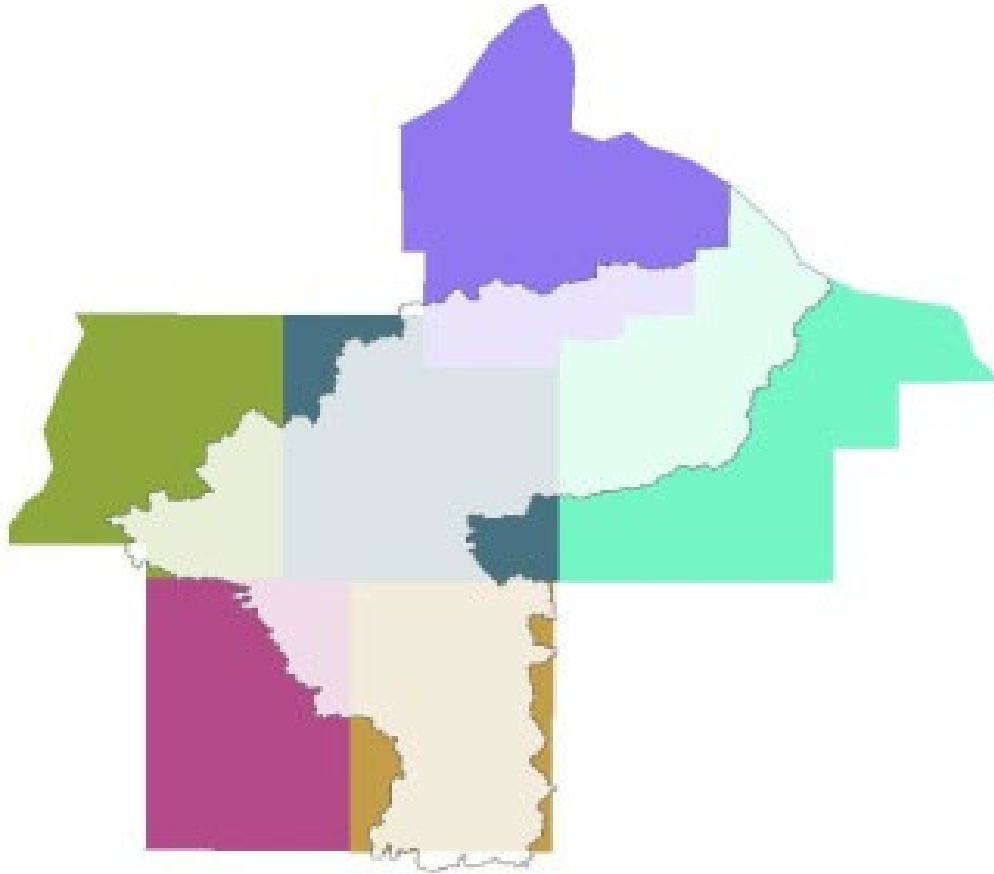
Approval is needed to adopt the 2023 CRWJPO operating rules as presented in the packet.

Supporting Documents:
CRWJPB Operating Rules
Operating rules appendix

Cannon River Watershed Joint Powers Organization

Operating Rules

2023



The mission of the Cannon River Watershed Joint Powers Board is to work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

**Cannon River Watershed Joint Powers Board
Membership**

Belle Creek Watershed District

Dakota County

Dakota County Soil and Water Conservation District

Le Sueur County

Le Sueur Soil and Water Conservation District

Goodhue County

Goodhue Soil and Water Conservation District

North Cannon River Watershed Management Organization

Rice County

Rice Soil and Water Conservation District

Steele County

Steele Soil and Water Conservation District

Waseca County

Waseca Soil and Water Conservation District

Administrative Contact:

Emmie Scheffler

c/o Rice Soil and Water Conservation District

1810 30th Street NW

Faribault, MN 55021

(507) 332-5408

emmie.scheffler@riceswcd.org

Table of Contents

- I. Overview
 - a. Introduction
 - b. Establishing Joint Powers Agreement
 - c. Joint Powers Board
 - d. Purpose of Operating Rules
 - e. Effective Date
 - f. Amendments

- II. Board Meetings
 - a. Open Meeting Law
 - b. Meeting Schedule and Location
 - c. Regular Meetings
 - d. Special Meetings
 - e. Public Hearings
 - f. Attendance
 - g. Quorum

- III. Board Committees
 - a. General Information
 - b. Executive Committee
 - c. Standing Committees
 - d. Special Committees

- IV. Role of Member Staff
 - a. General Roles
 - b. Administrative Role
 - c. Fiscal Role and Procedures
 - d. Watershed Plan Implementation Roles
 - e. Delegated Authorities to Member Staff

- V. Budget Development
 - a. Membership Dues
 - b. Annual Budget
 - c. Fund Balance

- VI. Advisory Committees
 - a. Technical Advisory Committee
 - b. Citizen Planning Committee

- VII. Contracting for Professional Services
 - a. Engineering
 - b. Legal
 - c. Auditing

- VIII. Data Practices and Official Notices
 - a. Records Retention Schedule
 - b. Designation of Official Newspaper

c. Designation Financial Depositories

IX. Appendices

I. Overview

a. Introduction

The Cannon River Watershed is located south of the Twin Cities Metropolitan Area and is part of the Lower Mississippi River Basin. The Cannon River Watershed spans a portion of nine counties. The six counties with the largest land area include Dakota (9.8%), Goodhue (22.2%), Le Sueur (9.7%), Steele (24%), Rice (27.9%) and Waseca (5.3%) while small portions of Blue earth, Freeborn, and Scott Counties dot the perimeter.

The Cannon River and its approximate watershed of 963,000 acres is managed according to a joint power's agreement signed by 14 local units of government in 2019. This agreement provided the mechanism to form a Cannon River Watershed Joint Powers Board (CRWJPB) which is responsible for coordinating water management authorities under Minnesota Statute.

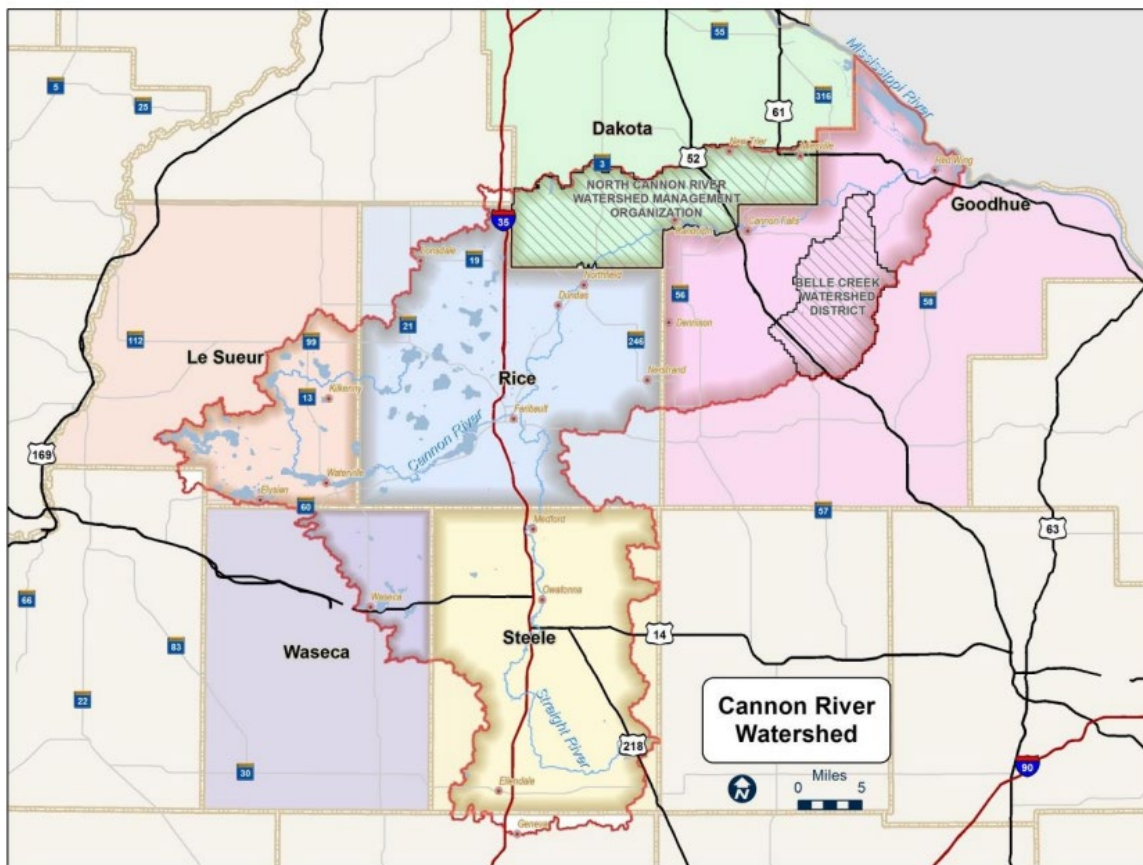


Figure 1 - Map of Cannon River Watershed Planning Area

b. Establishing Joint Powers Agreement

A Joint Powers Agreement (JPA) executed in 2019 by the governing bodies of the 14 Members outlines the CRWJPB responsibilities for fulfilling State requirements with water planning and establishes general powers of the CRWJPB.

c. Joint Powers Board

The CRWJPB consists of one representative from each of the 14 Members and acts on behalf of the Cannon River Watershed Joint Powers Organization (CRWJPO). Representatives (including alternates) to the CRWJPB are appointed by their respective Boards to provide direction for managing and protecting water resources within the identified Cannon River Watershed Planning Area (Figure 1). The CRWJPB has adopted Bylaws to provide a framework for its operation. The CRWJPB is responsible for adopting and amending a 10-year Cannon River Comprehensive Watershed Management Plan, annual budgets, work plans and overall organizational policy. Additional duties of the Board include, but are not limited to:

- Exercise responsibility for the operation and financial condition of the CRWJPO.
- Ensure efficient operation of the CRWJPO.
- Develop and ensure effective administration of policies.
- Prepare and approve annual budget and provide notification of dues to Members.
- Collect revenue and process payments.
- Approve disbursement of CRWJPO funds for authorized expenses. Make advance temporary authorization of necessary routine payments required for efficient operations between Board meetings to be ratified at the next Board meeting
- Provide for a financial audit at least once every two years to be conducted by a certified public accountant.
- Enter into agreements or contracts to perform all duties set forth in the establishing JPA.
- Adopt and oversee policies of the CRWJPO.
- Evaluate programs and report on CRWJPO's accomplishments to Members.
- Purchase and hold necessary insurance.

d. Purpose of Operating Rules

The Operating Rules are intended to facilitate the transaction of business by the CRWJPB and provide a process the organization will use to move its mission forward. The CRWJPB has adopted bylaws which serve as the structural foundation to the CRWJPO. However, more formal operating policy is needed to develop the "day to day" process for both the CRWJPB and Member staff. For this reason, the Operating Rules should be reviewed and adopted by the CRWJPB at its Annual Meeting each year.

e. Effective Date

These rules shall become effective upon passage by the CRWJPB.

f. Amendments

Any member of the CRWJPB may initiate action to amend the Operating Rules. Amendments to the Operating Rules may also be initiated by member staff. At the Annual meeting, the CRWJPB shall review, amend if necessary, and adopt the Operating Rules for the year.

II. Board Meetings

a. Open Meeting Law

All CRWJPB meetings will be subject to the Minnesota Open Meeting Law. Meeting notices shall be posted and published in compliance with Minnesota Open Meeting Law.

b. Meeting Schedule and Location

The CRWJPB will adopt, and from time to time may amend, a schedule of regular meetings for the year. All CRWJPB meetings will be held at the Rice County Government Services Building, 320 Third Street NW, Faribault, Minnesota 55021. The CRWJPB may change the location at its own discretion.

c. Regular Meetings

Member representatives (including alternates) shall be provided meeting agendas and support information at least five days in advance of the meeting. Meeting information may be sent via email. It is encouraged that Board action items involving either financial matters or policy not be added to the agenda after the five-day meeting notice unless there is a critical need.

d. Special Meetings

Special meetings may be called by the Chair or Vice Chair, or upon the written request of three Members either through their primary representative or their respective boards. A special meeting shall be preceded by at least three days' notice including a posting of the meeting notice and distribution to Member representatives. The meeting notice shall include the date, time, place and purpose of the special meeting. Meeting information may be sent to Member representatives via email.

e. Public Hearings

Public hearings may be required by law or the CRWJPB may hold public hearings on matters of business when it decides that such hearings are in the best interest of the general public. The order of business for public hearings generally follows this procedure:

1. Chair opens the hearing and state's purpose
2. Brief description of issue
3. Presentation if applicable
4. Open discussion by members of the public
5. Discussion by CRWJPB

6. Public hearing closed by resolution
7. Decision by CRWJPB

f. Attendance

Actual attendance is required in order to cast a vote or to meet quorum requirements. Votes may not be cast by proxy.

g. Quorum

A quorum is necessary for the transaction of business. A majority of members on the Board constitutes a quorum. No business may be transacted without a quorum. Any Board member who anticipates being absent at a regular or special meeting is encouraged to contact the Board Chair and Administrator to indicate his or her absence.

III. Board Committees

a. General Information

Committees will be established to promote the efficient and effective conduct of business by the CRWJPB. Notes from Committee meetings will be developed and included with the next CRWJPB meeting agenda. The CRWJPO Administrator or the Fiscal Agent will attend all Committee meetings. Other Member staff will attend as needed or as requested.

b. Executive Committee

The Executive Committee is authorized to act on behalf of the CRWJPB between meetings on matters within the scope of the budget, to make budget recommendations, and to review other matters including the payment of bills, development of professional service contracts, and other areas of authority specifically granted by the CRWJPB. The Executive Committee shall not be authorized to perform any act or make any decision specifically reserved to the CRWJPB by the Establishing JPA, Bylaws or by law. The 2023 Executive Committee will include:

Chair	Steve Rohfling, Le Sueur County
Vice Chair	Brad Anderson, Goodhue County
Treasurer	Richard Cook, Rice SWCD
Secretary	Galen Malecha, Rice County
Member	Mike Slavik, Dakota County

c. Standing Committees

There are no Standing Committees for 2023 but standing committees may be established.

IV. Role of Member Staff

a. General Roles

Member staff are responsible for coordinating information with their CRWJPB representative, respective Boards, and to answer inquiries regarding issues brought forward by the CRWJPB or citizens. Member staff will be responsible for implementing the Comprehensive Watershed Plan to the extent identified within their geographical areas. The CRWJPB, on behalf of the CRWJPO, has entered into a three-year joint power's agreement with the Rice SWCD and Dakota County SWCD that identifies supporting roles for providing both Administrative tasks and Watershed Plan Implementation tasks. Under the executed joint power's agreement, these services are reciprocal between the Rice SWCD and Dakota SWCD with the exception of the Fiscal Agent tasks; this task cannot be shared and will stay with the Rice SWCD during the life of the joint power's agreement or until the agreement is modified, amended or terminated.

b. Administrative Role

The Rice SWCD serves as the Administrator for the CRWJPO and is the main point of contact for inquiries. The Administrator is:

Emmie Scheffler, Rice SWCD
(507) 332-5408
emmie.scheffler@riceswcd.org

c. Fiscal Role and Procedures

The Rice SWCD serves as the Fiscal Agent for the CRWJPO. All financial transactions approved by the CRWJPB will be processed by the Rice SWCD. The Fiscal Agent is:

Steve Pahs, Rice SWCD
(507) 332-5408
steven.pahs@riceswcd.org

Signature authority for signing checks will be provided to each officer position (Chair, Vice-Chair, Treasurer and Secretary) as well as the Fiscal Agent. Two signatures will be provided on each check. Generally, one officer and the Fiscal Agent will sign checks. It is strongly encouraged that the Treasurer receive or review actual bank statements and reconcile these with those received by the Fiscal Agent on a quarterly basis. Payment for services to Members will be done through a quarterly reporting and invoicing process. A uniform quarterly reporting system is necessary to ensure that federal, state or other grant administrative processes and reporting requirements are being met.

d. Plan Implementation Roles

Several activities identified within the adopted Comprehensive Watershed Management Plan will require coordination among member staff, agencies, organizations or consultants. To streamline efforts with grant reporting, measuring accomplishments and to accelerate future implementation, roles have been established through an executed joint powers agreement. The identified roles and point of contacts for each of these roles include:

Education and Outreach (E/O)
Steve Pahs, Rice SWCD
(507) 332-5408
steven.pahs@riceswcd.org

Cost Share and Technical Assistance (TACS)
Ashley Gallagher, Dakota County SWCD
651-480-7781
ashley.gallagher@co.dakota.mn.us

Accelerated Implementation and Measuring (AIM)
Ashley Gallagher, Dakota County SWCD
651-480-7781
ashley.gallagher@co.dakota.mn.us

e. Delegated Authorities to Member Staff

Delegating signature authority to the Administrator or Fiscal Agent will create a more efficient process for approving grant agreements, developing grant reports, signing contracts and agreements. No delegated authorities have currently been provided by the CRWJPB, but Member staff will be considering options and will bring a recommendation to the CRWJPB in the future.

V. Budget Development

a. Membership Dues

Membership dues may be applied annually and in accordance with the JPA. Preliminary membership dues will be set by May 15 of each calendar year. Preliminary membership due amounts cannot increase for each Member at the time they are adopted. Final membership dues will be adopted by August 15 of each calendar year.

b. Annual Budget

A preliminary annual budget will be developed by August 15 of each calendar year and adopted by December 15.

c. Fund Balance

See appendix for fund balance adopted on April 6th, 2022.

VI. Advisory Committees

a. Technical Advisory Committee

The CRWJPB and Member staff will utilize a Technical Advisory Committee (TAC) to assist with prioritizing work tasks, measuring results and providing recommendations. Development of a TAC is a State requirement in order to receive Watershed Based Funding. Meetings will be held as needed but will occur at least once per year. Invited participants to TAC meetings, will include but are not limited to, the Minnesota Board of Waters and Soil Resources, Minnesota Department of Health, Minnesota Department of Agriculture, Minnesota Department of Natural Resources,

Minnesota Pollution Control Agency, Cannon River Watershed Partnership, City of Faribault, City of Owatonna, City of Red Wing, and City of Northfield, and Metropolitan Council.

b. Citizen Advisory Committee

A Citizen Advisory Committee (CAC) may be established to assist the CRWJPB and staff with planning processes and program implementation. The CAC strengthens the connection between the CRWJPB and watershed residents. No CAC is planned for 2023 but may be implanted in subsequent years.

VII. Contracting for Professional Services

a. Engineering

Implementation of the Comprehensive Watershed Plan may at times require a licensed professional engineer. Types of services could include feasibility studies, project planning and design and construction oversight. Engineering needs will first be evaluated through the current Technical Service Area Joint Powers Board (TSA JPB) structure that exists among soil and water conservation districts to determine if the needed skill set and staff time is available. If the appropriate skill set and timeline for project delivery is available, the CRWJPB will evaluate contractual options with these TSA JPB's. The CRWJPB may also contract with a consultant to obtain a licensed engineer. For efficiency, the CRWJPB may seek a request for qualifications (RFQ's) to retain engineering services under two-year time frame or other specific time period. Engineering services will be necessary in 2021 and beyond. The Executive Committee will be consulted with to review Member staff recommendations for professional engineering services.

b. Legal Services

The CRWJPB will need to retain legal services to assist with agreements, contracts or other documents. The CRWJPB will enter into agreement with the Campbell Knutson for 2023-2025.

c. Auditing Services

The CRWJPO will require an audit, at least once every two years, of its financial records by a certified public accountant. This professional service will require either selecting or certified public accountant or soliciting of bids. An audit will be required in 2023.

VIII. Data Practices and Official Notices

a. Records Retention

A General Records Retention Schedule will be developed and approved by the CRWJPB and the State of Minnesota. The official depository for all records will be the office location of the Member who serves the Administrator role. See appendix for record retention schedule adopted on April 6th, 2022.

b. Designation of Official Newspaper

The official newspaper for the CRWJPO will be the Faribault Daily News.

c. Designation of Financial Depositories

The Office of State Auditor recommends that each year local government entities designate their financial depositories for their funds. The 2023 financial depository for the CRWJPO will be Reliance Bank Faribault, Minnesota

IX. Appendices

- a. Resolution to Adopt and Implement the Cannon River Comprehensive Watershed Management Plan
- b. Cannon River Watershed Joint Powers Board Workplan Amendment Policy
- c. Ethics, Conduct and Conflict of Interest for CRWJPB Members
- d. Cannon River Watershed Joint Powers Board Change Order Policy
- e. Cannon River Watershed Joint Powers Board Fund Balance Policy
- f. Records Retention

**Cannon River Watershed Joint Powers Organization
Operating Rules
Appendices**

Appendix A- Resolution to Adopt and Implement the Cannon River Comprehensive Watershed Management Plan3

Appendix B- Cannon River Watershed Joint Powers Board Workplan Amendment Policy.....4

Appendix C- Ethics, Conduct and Conflict of Interest for CRWJPB Members.....5

Appendix D- Cannon River Watershed Joint Powers Board Change Order Policy.....7

Appendix E- Cannon River Watershed Joint Powers Board Fund Balance Policy.....8

Appendix F- Records Retention.....9

**Resolution to Adopt and Implement
the Cannon River
Comprehensive Watershed Management Plan**

Whereas, the Cannon River Watershed Joint Powers Board has been notified by the Minnesota Board of Water and Soil Resources that the Cannon River Comprehensive Watershed Management Plan (Plan) has been approved according to Minnesota Statutes §103B.801 and Board Resolution #16-17:

Now, Therefore, Be it Resolved, the Cannon River Watershed Joint Powers Board hereby adopts and will begin implementation of the approved Cannon River Plan and recommend approval by the local government units if needed.

CERTIFICATION

**STATE OF MINNESOTA
Cannon River Watershed Joint Powers Board**

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by Cannon River Watershed Joint Powers Board at a duly authorized meeting thereof held on the 1st of July, 2020.

Steven Rohlfig, Chair

Cannon River Watershed Joint Powers Board
Workplan Amendment Policy

Purpose: To establish a workplan amendment policy for the Cannon River Watershed Joint Powers Board (CRWJPB). A workplan amendment is needed when changes are made for all grants the CRWJPB enters into agreement.

The CRWJPB Change Order Process Shall be As Follows:

Staff may have the authority to approve a workplan amendment up to 10% of the overall grant not to exceed \$50,000 on any workplan activity after CRWJPB executive committee notification.

Workplan amendments over 10% of the overall grant or over \$50,000 will need approval from the full CRWJPB.

The CRWJPB can put separate policies on a grant if needed at time of grant approval.

If a workplan amendment needs CRWJPB approval, it shall be submitted to the full CRWJPB through the CRWJPB administrator as soon as practical. Workplan amendments must be approved prior to authorization of work on new activities or additional costs incurred for existing workplan activities.

Staff shall inform the Board of pending workplan amendments prior to the CRWJPB meeting. Staff shall identify an activity category for all workplan amendments and have prior approval or permission from the workplan grant partner before presenting the workplan amendment to the CRWJPB.

Passed by the Cannon River Watershed Joint Powers Board the 6th day of April, 2022.

Ethics, Conduct and Conflict of Interest for CRWJPB Members

Purpose:

The Cannon River Watershed Joint Powers Board (CRWJPB) is adopting this formal Ethics, Conduct, and Conflict of Interest Policy to provide valuable guidance where conflicts of values or loyalties may interfere with accomplishing the boards mission. For the sake of this document, CRWJPB Members is defined as both the elected/appointed board members, and the local government staff employed by the member entities.

A conflict of interest, whether actual, potential, or perceived, occurs when someone in a position of trust has competing professional or personal interests and these competing interests make it difficult to fulfill professional duties impartially.

Members are expected to provide service during work hours and not engage in conduct that is immoral, unethical, or illegal. Members are to be respectful of authority and abide fully by the regulations that attend their employment. Any conflict between personal and private interests should be resolved in favor of the public interest.

Members shall obtain prior approval from the CRWJPB before engaging in any employment, public elected position, activity, or enterprise for private or personal gain. Members must prepare a written statement describing the matter requiring action and the nature of the actual, potential, or perceived conflict to be evaluated by the CRWJPB. Any formal conflict of interest must be documented in Board meeting minutes and all members will refer to this document when issues of ethics, conduct, and conflict of interest arise.

In determining whether such outside employment or activity for private gain constitutes a conflict of interest with duties associated with the CRWJPB, the following should be considered:

1. Receipt or acceptance by the member of any money or other consideration from anyone other than the CRWJPB for the performance of an act which the member would be required or expected to perform in that members' duty as an employee.
2. Gained income from a private entrepreneurship that could be promoted during the members paid time associated with the CRWJPB.
3. Member may not review, inspect, audit, or enforce any work completed previously by that member.

The member shall demonstrate professional integrity in the issuance and management of information. They shall not knowingly sign, subscribe to, or permit the issuance of any statement or report which contains any misstatement, or which omits any material fact. They shall prepare and present information pursuant to accepted practices and guidelines. They shall respect and protect privileged information to which they have access by

virtue of their office. Within the framework of federal, state or local government policy, they shall be sensitive and responsive to inquiries from the public.

I certify that I have read and understand the description of the Ethics, Conduct, and Conflict of Interest Policy.

Printed Name: _____

Member Title and Affiliation: _____

Signature: _____

CRWJPB Member Conflict of Interest Disclosure Form

I certify that I have read and understand the description of conflict of interest provided and chose to participate or abstain from agenda item(s) and/or associated activities.

Description of conflict	Conflict Type (select one)	Abstain (select one)
	Perceived Potential Actual	Yes No

Printed Name: _____

Member Title and Affiliation: _____

Signature: _____

Cannon River Watershed Joint Powers Board
Change Order Policy

Purpose: To establish a change order policy for the Cannon River Watershed Joint Powers Board (CRWJPB). A change order is given to a contractor to expand on scope of work than what was set forth in the original contract. These contracts have a high degree of planning and multiple aspects that may not be accounted for in the original draft of the contract.

The CRWJPB Change Order Process Shall be As Follows:

Staff may have the authority to approve change orders under 10% of the contract total on any contract.

Executive Committee may have the authority to approve change orders between 10% and 20% of the contract total on any contract. Any change orders over 20% of the total must be approved by the full CRWJPB.

The CRWJPB may put stipulations for change orders on individual contracts at the time of contract approval if needed.

The staff member who is responsible for the contract shall determine if the work is needed. After making the determination of need, staff shall determine the cost of the change order, the percent of the change order on the total project and follow through with the administration of the work as per this policy.

Change orders shall be submitted to the Executive Committee or full CRWJPB through the CRWJPB administrator as soon as practical. Change orders must be approved prior to authorization of the work or of additional expenditures being occurred outlined in the change order.

Staff shall inform the Board of pending change orders prior to the Executive Committee or CRWJPB meeting. Staff shall identify a revenue source for all change orders and have said revenue source included in the request for board action.

WHEREAS, a Change Order Policy has been reviewed by the Cannon River Watershed Joint Powers Board; and

WHEREAS, the Change Order Policy establishes a procedure to approve change orders on all Cannon River Watershed Joint Powers Board contracts.

NOW THEREFOR BE IT RESOLVED that the Cannon River Watershed Joint Powers Board approves the attached Change Order Policy date April 6th, 2022.

Cannon River Watershed Joint Powers Board
Fund Balance Policy

Fund balance measures the net financial resources available to finance expenditures of future periods.

The Cannon River Watershed Joint Powers Board (CRWJPB) at this time will have an unassigned fund balance and a plan revision fund balance.

The CRWJPB shall strive to maintain a yearly unassigned fund balance in the general fund of 50-75 percent of the prior year's general fund total operating expenditures. In the event that amounts unassigned fall above or below the desired range, the CRWJPB Fiscal agent shall report such amounts to the CRWJPB as soon as practical after the end of the fiscal year. Should the actual amount unassigned fall below the desired range, the CRWJPB Fiscal agent shall create a plan to restore fund balance to an appropriate level and provide this to the CRWJPB for action.

The plan revision fund balance will strive to have 15 percent of the total cost of the plan drafting. The plan revision fund balance shall be restored to a level established by the CRWJPB in a timeline determined at that time once funds have been used for plan revisions.

The unassigned fund balance may be committed for a specific source by formal action of the CRWJPB. This committed fund balance can be for purposes outside of yearly operating expenditures.

When it is appropriate for fund balance to be assigned, the CRWJPB can delegate this authority to the CRWJPB Fiscal agent or administer.

At fiscal year end, the CRWJPB Fiscal agent will report non-spendable fund balance to the CRWJPB at the annual January board meeting.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

The fund balance Policy was approved on April 6th, 2022.

Records Retention

Records created by Cannon River Watershed Joint Powers Board (“CRWJPB”) members for work related to CRWJPB or paid by CRWJPB funds will be retained in a manner that meets each member entity’s records retention schedule that has been reviewed and approved by the State in accordance with Minnesota Statute §138.17 and Minnesota Statute §15.17.

Records prepared or maintained by the CRWJPB or on behalf of the CRWJPB shall be subject to Minnesota Statute §138.17 and Minnesota Statute §15.17, and held by the fiscal agent location. At the time the CRWJPB is dissolved, all records must be turned over to the fiscal agent for continued retention in accordance with its records retention policies. All records will be stored electronically, unless otherwise stated under Minnesota Statutes §138.17 and §15.17.

Approved April 6th, 2022.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 9: Revised 2023 Meeting Schedule

Request for Action

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: A revision of the 2023 meeting schedule is being requested.

SUMMARY:

The current meeting schedule for the CRWJPB in 2023 is January, April, July, and October. The executive committee approved at their December 2022 meeting to push the January 2023 meeting to February 1st, 2023. This decision allowed staff time for processing quarterly invoices and year ends to then give the board up to date financials. The recommendation from staff is to shift all meetings to one month after the end of the quarter to allow for up to date financials throughout the year. Motion is needed to approve the meeting schedule for 2023 for the following months: May, August, and November.

Supporting Documents:

None

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 10: Approval of legal services contract for 2023-2025

Request for Action

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Approval of Campbell Knutson, *Professional Association*, for legal services for the CRWJPO for 2023-2025.

SUMMARY:

There were two proposals received for legal services. The executive committee approved the selection of Campbell Knutson, *Professional Association*, pending responses from county attorneys. No county attorneys expressed interest by the January 10th deadline. The recommendation is to contract with the private sector for 2023-2025 and revisit the use of a county attorney for after 2025.

A motion is needed to approve the contract attached in the packet with Campbell Knutson, *Professional Association*, for legal services for the CRWJPO for 2023-2025.

Supporting Documents:

Agreement for legal services between CRWJPO and Campbell Knutson, *Professional Association*

**AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CANNON RIVER WATERSHED
JOINT POWERS ORGANIZATION AND
CAMPBELL KNUTSON, *Professional Association***

THIS AGREEMENT is by and between the **CANNON RIVER WATERSHED JOINT POWERS ORGANIZATION** ("JPO"), and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform general legal services for the JPO.

B. The Attorney shall be engaged as an independent contractor and not as a JPO employee. The Attorney is free to contract with other entities.

C. All work will be done on an "as needed" basis only. The JPO reserves the right to receive additional legal advice and work from other entities.

2. TERM.

A. The Attorney shall serve at the pleasure of the JPO Board and this Agreement may be terminated without cause by action of the JPO Board.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the JPO thirty (30) days written notice before the termination becomes effective.

C. If neither party terminates this Agreement, the Agreement shall expire on its own on December 31, 2025.

3. FEES AND PAYMENT.

A. *Legal Fees.* Attorney will provide legal services to JPO at the following rates for the period February 1, 2023 to December 31, 2025:

Attorney	\$170.00
Law Clerks/Legal Assistants	\$100.00

Legal services are billed according to the actual time incurred, with a minimum increment of one-tenth of an hour.

B. *Costs & Expenses.* Out-of-pocket costs and expenses are charged to the JPO without mark-up. Costs and expenses will include:

- Photocopies: \$.20/page
- Lexis research: actual cost
- postage over \$.50: actual cost

C. *Payment.* Payments for legal services provided the JPO shall be made in the manner provided by law. The JPO will pay for services following receipt of a statement for services rendered and audit by the Board at its next regularly scheduled quarterly meeting.

4. INSURANCE. The Attorney will purchase and maintain sufficient insurance to protect the Attorney against claims for legal malpractice.

5. MISCELLANEOUS.

A. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

B. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the JPO Board.

C. *Effective Date.* This Agreement shall become effective upon its execution by the JPO and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the JPO Board.

Dated: _____, 2023.

**CANNON RIVER
WATERSHED JOINT POWERS
ORGANIZATION**

By: _____

Dated: _____, 2023.

**CAMPBELL KNUTSON
*Professional Association***

By: _____
James J. Mongé

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 11: Approval of FY2023 Education and Outreach activities contract

Request for Action

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Approval of contract with Clean River Partners for 2023 Education and Outreach activities.

SUMMARY:

There was one proposal received for 2023 education and outreach activities. The executive committee approved the selection of Clean River Partners. Clean River Partners will be partnering with Minnesota Soil Health Coalition on the events using other funding sources. There will be two events hosted by Clean River Partners in 2023 on behalf of the CRWJPO. The details of deliverables from Clean River Partners can be found in attachment A.

A motion is needed to approve the contract attached in the packet with Clean River Partners for 2023 education and outreach activities.

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, 2023 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., CRP Conservation Program Assistant: \$60/hr.
- b. The total cost of this Agreement, including all reimbursable expenses, shall not exceed Fifteen Thousand Dollars (\$15,000).
- 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 Daqta 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: _____

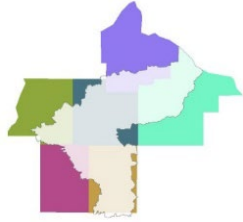
CLEAN RIVER PARTNERS

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 2023.

1. **Soil Health Events:** Between February 1st and December 31st, organize one soil health event in the Lakes area lobe and one in the Lower Cannon lobe of the Cannon River Watershed. The events can be either a workshop or a field day. Clean River Partners (CRP) shall work with the SWCD's and or Counties in each lobe to determine the location and date for each event. CRP will line up speakers, meals and beverages (if applicable), tents, portable toilets, and any other items necessary for a successful event. Additional partners may be utilized to increase participation, and to leverage additional funds to support a larger event, but must be approved by the Cannon Implementation Group. Topics shall focus on improving soil health via reduced tillage, cover crops, plant diversity, or livestock integration. Target attendance for each event is 30-50 farmers, although it is understood that attendance cannot be guaranteed. Expectations are that those who attend will learn the benefits of soil health, and will commit to trying a new technique like reduced tillage or cover crops. Local SWCD's will assist with the promotion of the events, including mailings, emails, and direct calls. All promotional material for the events must be worked on with and approved by the CRWJPB. The events are CRWJPO events, and as such signage shall reflect that. CRWJPO will create banners, tents, etc. with the CRWJPO logo to convey the events are CRWJPO events. CRP is organizing the events on behalf of the CRWJPO, but may put their names on materials as sponsors. If CRP funds are being used for a publication or handout, their logo must be present on the material. The CRWJPB will reimburse expenses up to \$15,000.00 to complete this item. The point of contact for this activity is: Steve Pahs.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 12: 2022 Budget Summary

Information Item

Meeting Date: 2/1/2023

Prepared by: Steve Pahs

PURPOSE/ACTION REQUESTED: Update on the year ends from 2022.

SUMMARY:

The 2022 budget attached in the packet shows the expenditures through December 31st, 2022. This is an informational item for the board to review.

Supporting Documents:
2022 Budget Summary

Cannon River Watershed Joint Powers Board - 2022 Actual

REVENUES	2020 Budget Approved	2020 Budget Actual	2021 Budget Approved	2021 Budget Actual	2022 Budget Approved	2022 Actual
Use of Fund Balance (Unrestricted Funds)	\$0	\$0.00	\$33,123	\$38,289.94	\$32,260	\$59,606.71
Dues from Members	\$49,000	\$49,000.00	\$49,000	\$49,000.00	\$49,000	\$49,000.00
Interest	\$5	\$36.89	\$100	\$1,756.90		\$704.47
BWSR WBF Grant FY20-21	\$0	\$0.00	\$629,450	\$514,329.00	\$792,863	\$320,605.00
BWSR WBF Grant FY22-23	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
MPCA SWAG Grant					\$0	\$53,548.07
TOTAL REVENUE	\$49,005	\$49,037	\$711,673	\$603,375.84	\$874,123	\$483,464.25
EXPENSES	2020 Budget Actual	2020 Budget Actual	2021 Budget Adopted	2021 Budget Actual	2022 Budget Approved	2022 Actual
Activities (Membership Dues)						
Develop Education and Outreach Plan	\$0		\$10,000	\$7,847.45	\$2,000	\$0.00
Develop Lake Management Plans	\$0		\$20,000	\$8,037.35	\$30,000	\$13,836.75
Administration -General (Emmie)	\$7,977	\$8,251.35	\$2,500	\$4,939.66	\$2,500	\$0.00
Administration - Fiscal Agent	\$274	\$164.79	\$2,500	\$884.31	\$2,500	\$977.00
Administration - Education and Outreach	\$0		\$4,800	\$670.59	\$4,800	\$3,238.00
Administration - TACS (Ashley)	\$1,227	\$1,227.11	\$2,500	\$530.38	\$2,500	\$0.00
Administration - AIM	\$744	\$743.70	\$5,000	\$3,967.39	\$5,000	\$600.00
Legal Services	\$0		\$5,000	\$0.00	\$5,000	\$0.00
Accounting and Audit Services	\$0		\$0	\$0.00	\$4,000	\$2,200.00
Liability Insurance and General Operating	\$660	\$360.00	\$2,563	\$2,563.00	\$4,000	\$2,676.00
Reserves for next Watershed Plan	\$5,000		\$5,000	\$0.00	\$5,000	\$0.00
Subtotal	\$15,882	\$10,747	\$59,863	\$29,440.13	\$67,300	\$23,527.75
Cost Share Project (BWSR Grants)						
Cost Share - Projects	\$0		\$265,241	\$54,446.56	\$514,013	\$284,076.35
Cost Share - Technical Assistance	\$0		\$51,667	\$30,246.55	\$83,334	\$88,507.23
Subtotal	\$0		\$316,908	\$84,693.11	\$597,347	\$372,583.58
Inventories (BWSR Grants)						
Lake Shoreline Studies	\$0		\$34,675	\$12,358.04	\$59,350	\$5,419.86
Septic Inventory	\$0		\$160,000	\$4,931.84	\$160,000	\$127,344.92
Subtotal	\$0		\$194,675	\$17,289.88	\$219,350	\$132,764.78
Education and Outreach (BWSR Grants)						
Inform Landowners	\$0		\$2,500	\$2,500.00	\$0	\$0.00
Develop Soil Health Teams	\$0		\$10,666	\$12,592.95	\$12,334	\$14,148.98
Subtotal	\$0		\$13,166	\$15,092.95	\$12,334	\$14,148.98
Plan Development (BWSR Grants)						
PTMApp Completion	\$0		\$61,500	\$35,399.01	\$0	\$0.00
Track and Monitor Cover Crops	\$0		\$500	\$500.00	\$0	\$0.00
Field Day/Tour for Local Officials	\$0		\$0	\$0.00	\$3,500	\$449.12
Subtotal	\$0		\$62,000	\$35,899.01	\$3,500	\$449.12
Administration (BWSR Grants)						
Administration - General (general)	\$0		\$12,500	\$23,047.93	\$12,500	\$24,091.75
Administration - Fiscal Agent	\$0		\$7,500	\$6,365.66	\$7,500	\$9,772.25
Administration - Education and Outreach	\$0		\$10,200	\$2,679.08	\$10,200	\$2,855.00
Administration - TACS (Ashley)	\$0		\$12,500	\$8,656.27	\$12,500	\$6,789.50
Subtotal	\$0		\$42,700	\$40,748.94	\$42,700	\$43,508.50
MPCA SWAG Grant					\$0	\$53,548.07
TOTAL EXPENSES	\$15,882	\$10,747	\$689,312	\$223,164.02	\$942,531	\$640,530.78
Year End Balance	\$33,123	\$38,289.94		\$380,211.82	-\$68,408	-\$157,066.53
Unrestricted Fund Balance (Membership Dues)				\$59,606.71	\$13,960	\$85,783.43
WBIF (BWSR grants) fund balance		\$0		\$320,605.11	-\$82,368	-\$242,849.96

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 13: 2023 Budget update

Information Item

Meeting Date: 2/1/2023

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Update on the 2023 Budget

SUMMARY:

The 2023 budget for the CRWJPO that was approved at the October 2022 board meeting has been updated to reflect the accurate numbers from the FY2021 WBIF and the dues that are carried over from 2022.

Supporting Documents:
CRWJPB 2023 Budget

REVENUES	2023 Budget Draft	
Use of Fund Balance (Unrestricted Funds)	\$85,783.43	
Dues from Members	\$49,000.00	
Interest	\$500.00	
Investment Earnings/Dividends	\$0.00	
BWSR WBF Grant FY21	\$271,479.14	
BWSR WBIF Grant FY23	\$514,329.00	
TOTAL REVENUE	\$921,091.57	
EXPENSES		
Fund Source- Dues		
Develop Lake Management Plans	\$30,000.00	
Administration -General	\$0.00	
Administration - Fiscal Agent	\$0.00	
Administration - Education and Outreach	\$0.00	
Administration - TACS	\$0.00	
Administration - AIM	\$5,000.00	
Legal Services	\$3,000.00	
Accounting and Audit Services	\$2,400.00	
Liability Insurance and General Operating	\$4,060.00	
Fund Balance- Operating	\$50,823.00	
Fund Balance- plan revisions	\$40,000.00	
Subtotal	\$135,283.00	
FY21 BWSR Grant *all allocated		
Cost Share Project		
Cost Share - 3.1.1-C-7	\$163,543.74	
Cost share- 3.2.1-B-2	\$18,174.67	
C/S Technical Assistance	\$14,231.42	
Grant Administration	\$6,142.56	
Education Outreach	\$12,814.65	
Inventories		
Shoreline Inventories- 3.2.2-B-1	\$56,572.10	
Subtotal	\$271,479.14	
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	
	\$514,329	
TOTAL EXPENSES	\$921,091	
Year End Balance	\$0	
Unrestricted Fund Balance (Membership Dues)	\$0	
WBIF FY2021 fund balance	\$0	
WBIF FY2023 fund balance	\$0	
Fund balance- plan revisions	\$40,000	
fund balance- operating	\$50,823	

Notes:

Cannon River Watershed Joint Powers Organization

2022 Annual Report

Partners across the watershed are working together to address priorities within the Cannon River Comprehensive Watershed Management Plan. Activities in the Plan are split into three categories to include Resource Concerns, Landscape Concerns and Socioeconomic Concerns. In 2022 work began on 11 of the 22 Resource Concerns, 16 of the 36 Landscape Concerns and 9 of the 22 Socioeconomic Concerns.

Within this Annual Report there are high level summaries of projects, events, studies, monitoring and funding.



Mission Statement:

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

Projects

- 33 agricultural structures including basins and grade stabilization structures
- 356 acres of agricultural management practices, primarily cover crops
- Prevented 1,400 tons of sediment from reaching priority streams each year
- Prevented 160 pounds of phosphorus from reaching priority lakes each year

Events

- 1 Soil Health Event in each of the 3 lobes of the watershed
- 6 peer-to-peer soil health gatherings hosted at farms
- Summer tour held for elected officials with information on septic systems, lake management plans and stream water quality monitoring



Construction of a grade stabilization structure in Goodhue County that will slow the flow of water and reduce sediment downstream.

Contact Us

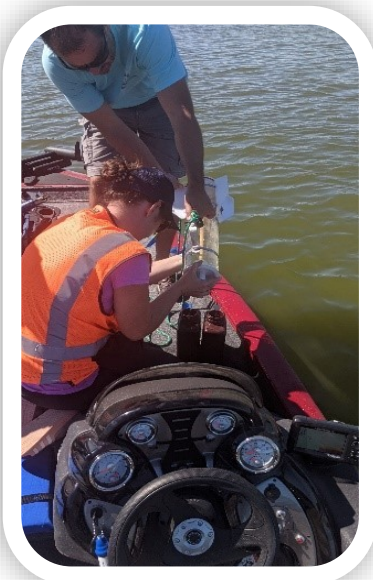
1810 30th St NW
Faribault, MN 55021
(507) 332-5408
www.riceswcd/crwjpo

Studies & Plans

- 1 Lake Management Plan completed and 6 in progress. Plans help prioritize watershed work and in-lake treatments.
- Modeling through PTMapp completed for Straight River and Lower Vermillion River. Allows for pollutant tracking and project prioritization.
- Shoreline Surveys completed on 8 lakes. Establishes baseline conditions and identifies potential projects.
- Septic Inventory completed on Volney-Gorman Lakes.
- Adopted Education & Outreach Plan.



Snapshot from the drone flight of Tustin Lake in Elysian. Each lake surveyed received a score using the Department of Natural Resources (DNR) Score Your Shore criteria.



Staff monitored temperature and oxygen profiles in Fox Lake.

Monitoring & Tracking

- Partnered with the Minnesota Pollution Control Agency (MPCA) for water monitoring on 18 streams and 15 lakes in the watershed.
- Tracked progress towards plan goals by compiling individual project data and coordinated with partners to identify and record other water quality projects completed within the watershed.

Grants & Funding

The CRWJPO is 75% done with the first round (FY20-21) of Watershed Based Implementation Funding. The workplan for the second round (FY22-23) was developed in 2022 and it is anticipated that \$1,028,658 will be available for CRWJPO in 2023.



An interactive map of the watershed with priority areas and completed projects is available online. Scan the QR code or visit www.riceswcd/crwjpo



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%	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	\$0.00	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).	\$314,273.58	\$477,817.32	65.77%	77%
				\$338,522.91	\$520,241.32	65.07%	
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	\$17,777.90	\$69,350.00	25.64%	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%
				\$150,054.66	\$201,626.76	74.42%	
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	\$27,567.93	\$34,333.34	80.29%	100%
				\$29,741.93	\$36,833.34	80.75%	

\$ 42,424.00 currently allocated

\$ - currently allocated

\$ 370,056.47 currently allocated

*dues money

BWSR Elink Budget Items for Work Plan				
		Spent	Allocated	Percent Spent
Inventories	Special Projects	\$ 150,054.60	\$ 217,350.00	69.04%
Cost-Share Projects	Ag Practices	\$ 338,522.91	\$ 520,241.32	65.07%
Education Outreach	Education/Outreach	\$ 29,741.93	\$ 36,833.34	80.75%
Plan Development	Plan Dev./Assessment	\$ 35,848.13	\$ 35,848.13	100.00%
C/S Technical Assistance	Tech/Engineering Ass.	\$ 118,753.79	\$ 132,985.21	89.30%
Grant Administration	Adm/coordination	\$ 84,257.44	\$ 85,400.00	98.66%
Local Match	cash/landowner/in-kind	\$62,516.11	\$52,024.13	120.17%
Federal Match	cash/landowner/in-kind	\$20,222.79	\$55,000.00	36.77%

Total Amount Awarded:	\$1,028,658.00
Total % Spent:	73.61%
Required Match Amount:	\$102,865.80
Total % Matched:	80.43%