

# Cannon River Watershed Joint Powers Board

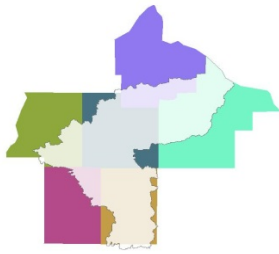
Mission: Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

## AGENDA

### Cannon River Watershed Joint Powers Board Meeting

October 6<sup>th</sup>, 2021 at 9:00 am  
Straight River Room  
1814 2nd Avenue NW, Faribault, 55021

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Joint Powers Board Minutes of July 7<sup>th</sup>, 2021 Meeting
4. Minutes of August 4<sup>th</sup>, 2021 Executive Committee Meeting
5. Financial Summary
6. Cancellation of Implementation activity 3.2.1-B-1
7. Workplan change for Implementation activity 3.2.1-B-4
8. Budget 2022 for CRWJPB
9. Update of cancellation of CRP Contract, item 4
10. Contracting with CRP 2022
11. Recap September TAG meeting
12. Update on implementation activities
13. 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 Minutes  
CRWJPB Meeting  
July 7<sup>th</sup>, 2021  
Straight River Room  
1814 2<sup>nd</sup> Avenue NW, Faribault, 55021**

**CRWJPB Members:** James Hedeem (Belle Creek WD), Mike Slavik (Dakota County), Kevin Chamberlain (Dakota SWCD), Brad Anderson (Goodhue County), Donald Schliep (Goodhue SWCD), Steven Rohlffing (Le Sueur County), Jim Struck (Le Sueur SWCD), Sandy Weber (North Cannon WMO), Richard Cook (Rice SWCD), Rick Gnemi (Steele County), Doug Christopherson (Waseca County),

**Also in Attendance:** Ashley Gallagher (Dakota SWCD staff), Holly Kalbus (Le Sueur County staff), Beau Kennedy (Goodhue SWCD staff), Steve Pahs (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff), Mike Schultz (Le Sueur SWCD staff), Sue Erpanbach (Rice SWCD staff), Jennifer Mocol-Johnson (BWSR), Mark Schaetzke (Waseca SWCD staff), Karl Schmidtke (Le Sueur SWCD staff), Teresa DeMars (Rice SWCD staff), Kent Ross (citizen)

1. Call to Order and Roll Call

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

2. Approval of Agenda

**Motion by Anderson, second by Gnemi to approve the agenda as presented. Motion carried.**

3. Approval of Joint Powers Board Minutes of April 7<sup>th</sup>, 2021 Meeting

**Motion by Gnemi, second by Struck to approve the minutes of the April 7<sup>th</sup>, 2021 Cannon River Watershed Joint Powers Board meeting. Motion carried.**

4. Minutes of June 2<sup>nd</sup>, 2021 Executive Committee Meeting

**Motion by Gnemi, second by Weber to approve the minutes of the June 2<sup>nd</sup>, 2021 Executive Committee meeting. Motion carried.**

5. Financial Summary

**Motion by Anderson, second by Slavik to approve the financial summary. Motion carried.**

6. Conflict of interest for LeSueur SWCD

A conflict-of-interest letter from LeSueur SWCD was presented to the Executive committee. The committee found that there would be no conflict with how it was presented. Brad Anderson appreciated this being brought up to the entire board.

7. Contract Docket

Ashley Gallagher presented the current contracts the CRWJPB has for the workplan. A contract for Lake Management plans will be looked at by the CIG this afternoon. Le Sueur County will hold the contract with the engineer for Septic Inventories and should be executed in the next month or two. Board members posed the question of the lakes going to a group sewer route versus septic systems. That is something that has not been looked into.

8. Dues 2022

The dues were discussed at the April meeting to stay the same as they have been in 2020 and 2021 for 2022. The board would like to see in when in the future years the dues would be able to go down. The points brought up for keeping dues high currently were the 10% match needed by BWSR and to have a reserve for other grants that may come available that will need match.

**Motion by Anderson, second by Hedeem to approve the dues for 2022 as presented in the packet. Motion carried.**

9. Budget 2022 Discussion

Steve Pahs presented the current budget for 2022. The board would like to see a different format that is easier to read for the October CRJPB meeting.

10. Soil Health Meetings updated from Clean River Partners

Al Krause from Clean River Partners presented on the events that have occurred already and those upcoming. The board discussed on ways to measure outputs from the meetings in terms of success. The board would also like to see more outreach for the meetings to co-ops, legislation, and other local organizations.

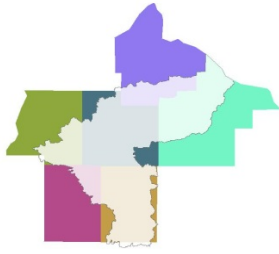
11. Adjourn

**Motion by Hedeem, second by Christopherson to adjourn the meeting. Motion carried. Meeting adjourned at 10:19 am.**

Respectfully Submitted,

Galen Malecha,  
Secretary Cannon River Watershed Joint Powers Board

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  
August 4<sup>th</sup>, 2021 at 9am  
Zoom Online Video Platform**

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

**Also in Attendance:** Ashley Gallagher (Dakota SWCD staff), Steve Pahs (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff)

1. Call to Order

Chair Rohlring called the meeting to order at 9:01 am.

2. Draft 2022 Budget

Steve Pahs presented the draft budget that was reformatted since the July CRWJPB meeting. The committee had questions on the balances for tracking but liked the new format better.

3. Contract for Shoreline Surveys with EOR

Ashley Gallagher presented the proposal from EOR for shoreline surveys and the draft contract from the Rice County attorney.

**Motion by Slavik, second by Anderson to approve the proposal and contract for EOR for shoreline surveys. Motion carried.**

4. CRWJPB Reporting Summary

Ashely presented the summary of work that has been contracted out currently.

5. Discussion of items for October 2021 agenda

Items currently on the agenda for the October CRWJPB meeting are final budget, Clean River Partners contract, and reporting summary. It was brought up that the roles contract should also be on there and they executive committee would like to see the budget balance when the financials are presented.

6. Adjourn

**Motion be Anderson, second by Slavik to adjourn at 9:30 am.**

DRAFT

2021 3<sup>rd</sup> quarter financial reports:

The following reports were generated by Quickbooks.

10:23 AM

09/23/21

Accrual Basis

**Cannon River Watershed Joint Powers Board**

**Profit & Loss**

January through September 2021

	Jan - Mar 21	Apr - Jun 21	Jul - Sep 21	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
42000 - Inter Govern Rev Local				
42010 - Cannon 1W1P				
42011 - Tier -\$5,000 Mem Dues	30,000.00	0.00	0.00	30,000.00
42012 - Tier 2-\$3,500 Mem Dues	14,000.00	0.00	0.00	14,000.00
42013 - Tier 3-\$2,000 Mem Dues	4,000.00	0.00	0.00	4,000.00
42014 - Tier 4-\$500 Mem Dues	1,000.00	0.00	0.00	1,000.00
<b>Total 42010 - Cannon 1W1P</b>	<b>49,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49,000.00</b>
<b>Total 42000 - Inter Govern Rev Local</b>	<b>49,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49,000.00</b>
44000 - Inter Govern Rev State				
44010 - WBIF Cannon 1W1P	0.00	11,284.51	24,989.79	36,274.30
<b>Total 44000 - Inter Govern Rev State</b>	<b>0.00</b>	<b>11,284.51</b>	<b>24,989.79</b>	<b>36,274.30</b>
48000 - Investment Earnings				
48100 - Interest Income	320.31	511.73	0.00	832.04
<b>Total 48000 - Investment Earnings</b>	<b>320.31</b>	<b>511.73</b>	<b>0.00</b>	<b>832.04</b>
<b>Total Income</b>	<b>49,320.31</b>	<b>11,796.24</b>	<b>24,989.79</b>	<b>86,106.34</b>
<b>Expense</b>				
52000 - Other Charges/Services				
52010 - Education/Outreach Plan	0.00	3,380.00	4,467.45	7,847.45
52020 -Lake Mgmt Plans (Int/Ext	0.00	0.00	3,596.16	3,596.16
52100 - Liability Insurance	2,563.00	0.00	0.00	2,563.00
<b>Total 52000 - Other Charges/Services</b>	<b>2,563.00</b>	<b>3,380.00</b>	<b>8,063.61</b>	<b>14,006.61</b>
62000 - JPB Project Expenses				
62010 - Administration-Local Du	0.00	3,884.22	1,055.44	4,939.66
62020 - Fiscal Coord - Local Du	0.00	884.31	0.00	884.31
62040 - Tech Asst/CS - Local Du	0.00	530.38	0.00	530.38
62050 - AIM/Accel Imp/Mea - LD	0.00	968.24	2,999.15	3,967.39
<b>Total 62000 - JPB Project Expenses</b>	<b>0.00</b>	<b>6,267.15</b>	<b>4,054.59</b>	<b>10,321.74</b>
64000 - State Project Expenses				
64100 - Cannon 1W1P-BWSR				
64105 - 1W1P Inventories	0.00	0.00	181.72	181.72
64115 - 1W1P Education/Outreach	0.00	1,105.00	9,691.25	10,796.25
64125 - 1W1P Tech Asst/CS	0.00	0.00	10,717.24	10,717.24
64130 - 1W1P Administration	0.00	7,392.80	1,243.36	8,636.16
64135 - 1W1P Grnt Admin Fiscal	0.00	434.88	1,203.88	1,638.76
64140 - 1W1P Grnt Admin Ed/Otrc	0.00	242.45	557.74	800.19
64145 - 1W1P Grnt Admin TA/CS	0.00	2,109.38	1,394.60	3,503.98
<b>Total 64100 - Cannon 1W1P-BWSR</b>	<b>0.00</b>	<b>11,284.51</b>	<b>24,989.79</b>	<b>36,274.30</b>
<b>Total 64000 - State Project Expenses</b>	<b>0.00</b>	<b>11,284.51</b>	<b>24,989.79</b>	<b>36,274.30</b>
<b>Total Expense</b>	<b>2,563.00</b>	<b>20,931.66</b>	<b>37,107.99</b>	<b>60,602.65</b>
<b>Net Ordinary Income</b>	<b>46,757.31</b>	<b>-9,135.42</b>	<b>-12,118.20</b>	<b>25,503.69</b>
<b>Net Income</b>	<b>46,757.31</b>	<b>-9,135.42</b>	<b>-12,118.20</b>	<b>25,503.69</b>

10:03 AM

## Cannon River Watershed Joint Powers Board

09/23/21

## Balance Sheet

Accrual Basis

As of December 31, 2021

	Mar 31, 21	Jun 30, 21	Sep 30, 21	Dec 31, 21
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
10000 - Checking/Savings				
10200 - Reliance Bank Checking	2,690.05	2,690.05	2,690.05	2,690.05
10300 - Reliance Bank Savings	592,686.20	576,266.27	540,718.28	540,718.28
Total 10000 - Checking/Savings	595,376.25	578,956.32	543,408.33	543,408.33
Total Checking/Savings	595,376.25	578,956.32	543,408.33	543,408.33
Accounts Receivable				
12000 - Accounts Receivable	4,000.00	0.00	0.00	0.00
Total Accounts Receivable	4,000.00	0.00	0.00	0.00
Total Current Assets	599,376.25	578,956.32	543,408.33	543,408.33
<b>TOTAL ASSETS</b>	<b>599,376.25</b>	<b>578,956.32</b>	<b>543,408.33</b>	<b>543,408.33</b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 - Accounts Payable	0.00	0.00	1,560.00	1,560.00
Total Accounts Payable	0.00	0.00	1,560.00	1,560.00
Other Current Liabilities				
26000 - Unearned Revenue State				
26010 - Unrnd WBIF Cannon 1W1P	514,329.00	503,044.49	478,054.70	478,054.70
Total 26000 - Unearned Revenue State	514,329.00	503,044.49	478,054.70	478,054.70
Total Other Current Liabilities	514,329.00	503,044.49	478,054.70	478,054.70
Total Current Liabilities	514,329.00	503,044.49	479,614.70	479,614.70
Total Liabilities	514,329.00	503,044.49	479,614.70	479,614.70
Equity				
Unrestricted Net Assets	38,289.94	38,289.94	38,289.94	38,289.94
Net Income	46,757.31	37,621.89	25,503.69	25,503.69
Total Equity	85,047.25	75,911.83	63,793.63	63,793.63
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>599,376.25</b>	<b>578,956.32</b>	<b>543,408.33</b>	<b>543,408.33</b>



**Cannon River Watershed Joint Powers Board  
Treasurer's Report**

09/23/21

Accrual Basis

As of September 30, 2021

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
10000 - Checking/Savings								578,956.32
10200 - Reliance Bank	Checking							2,690.05
Transfer	08/04/2021			Funds Transfer - 2nd qtr 2021 bills	X	10300 - Reliance Bank ...	35,547.99	38,238.04
Bill Pmt - Check	08/04/2021	5009	Clean River Partners, Inc.	Invoice #063021		20000 - Accounts Paya...	-12,202.45	26,035.59
Bill Pmt - Check	08/04/2021	5010	Dakota SWCD - Vendor	invoice #3111	X	20000 - Accounts Paya...	-4,742.40	21,293.19
Bill Pmt - Check	08/04/2021	5011	Goodhue SWCD - V	2nd qtr Cannon 1W1P payment	X	20000 - Accounts Paya...	-6,308.57	14,984.62
Bill Pmt - Check	08/04/2021	5012	Le Sueur County - V	2nd qtr 2021 Cannon 1W1P	X	20000 - Accounts Paya...	-181.72	14,802.90
Bill Pmt - Check	08/04/2021	5013	Rice SWCD - Vendor	invoice #2017801	X	20000 - Accounts Paya...	-7,420.42	7,382.48
Bill Pmt - Check	08/04/2021	5014	Steele SWCD - vendor	invoice #2021-8	X	20000 - Accounts Paya...	-4,692.43	2,690.05
Total 10200 - Reliance Bank Checking							0.00	2,690.05
10300 - Reliance Bank Savings								576,266.27
Transfer	08/04/2021			Funds Transfer - 2nd qtr 2021 bills	X	10200 - Reliance Bank ...	-35,547.99	540,718.28
Total 10300 - Reliance Bank Savings							-35,547.99	540,718.28
Total 10000 - Checking/Savings							-35,547.99	543,408.33
<b>TOTAL</b>							<b>-35,547.99</b>	<b>543,408.33</b>

**CANNON RIVER WATERSHED  
JOINT POWERS BOARD**

**Agenda Item 6: Cancellation of Implementation Activity 3.2.1-B-1**

Request for Action

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Meeting Date: 10/6/2021

Prepared by: Emmie Scheffler, Rice SWCD

**PURPOSE/ACTION REQUESTED:** To amend the WBIF workplan to cancel implementation activity 3.2.1-B-1 for 2022.

**SUMMARY:**

The Cannon Implementation Group has found the implementation activity 3.2.1-B-1 to not provide useful enough data for the cost.

Action is needed to cancel implementation activity 3.2.1-B-1 in the WBIF workplan for 2022.

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**Supporting Documents:**

**CANNON RIVER WATERSHED  
JOINT POWERS BOARD**

**Agenda Item 7: Workplan change for Implementation Activity 3.2.1-B-4**

Request for Action

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Meeting Date: 10/6/2021

Prepared by: Emmie Scheffler, Rice SWCD

**PURPOSE/ACTION REQUESTED:** To amend the One Watershed One Plan Implementation workplan to add money for implementation activity 3.2.1-B-4.

**SUMMARY:**

The Cannon Implementation Group has found that the implementation activity 3.2.1-B-4 required staff time, in addition to the time CRP spent on the activity, that would need additional money to the budget in the workplan to cover. Due to the cancellation of implementation activity 3.2.1-B-1 for 2022, there is \$2,000 that could be reallocated to activity 3.2.1-B-4 to cover this shortage in money for staff time.

Action is needed to revise the One Watershed One Plan Implementation workplan to move \$2,000 from activity Plan Development to activity Education and Outreach.

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**Supporting Documents:**

**CANNON RIVER WATERSHED  
JOINT POWERS BOARD**

**Agenda Item 8: Budget 2022 for CRWJPB**

Request for Action

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Meeting Date: 10/6/2021

Prepared by: Emmie Scheffler, Rice SWCD

**PURPOSE/ACTION REQUESTED:** The Cannon River Watershed Joint Powers Board needs an approved budget for calendar year 2022.

**SUMMARY:**

Approval is needed for the 2022 Cannon River Watershed Joint Powers Board budget, as attached in the packet.

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**Supporting Documents:**

2022 CRWJPB Budget Draft

**Cannon River Watershed Joint Powers Board - Draft 2022 Budget**

REVENUES	2020 Budget Actual	2021 Budget Adopted	2021 Budget Estimated	2022 Budget Draft	Jan-22	Apr-22	Jul-22	Oct-22	Year-to-Date Totals	Comments	Plan Reference
Use of Fund Balance (Unrestricted Funds)	\$0	\$33,123	\$33,123	\$32,260						Need to develop fund balance policy by 1/31/22	
Dues from Members	\$49,000	\$49,000	\$49,000	\$49,000							
Interest	\$5	\$100									
BWSR WBF Grant FY20-21	\$0	\$629,450	\$514,329	\$792,863							
BWSR WBIF Grant FY22-23	\$0	\$0	\$0	\$0							
<b>TOTAL REVENUE</b>	<b>\$49,005</b>	<b>\$711,673</b>	<b>\$596,452</b>	<b>\$874,123</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
EXPENSES	2020 Budget Actual	2021 Budget Adopted	2021 Budget Estimated	2022 Budget Draft	Jan-22	Apr-22	Jul-22	Oct-22	Year-to-Date Totals	Comments	Plan Reference
<b>Activities (Membership Dues)</b>											
Develop Education and Outreach Plan	\$0	\$10,000	\$10,000	\$2,000						Contract w/ Clean River Partners thru 12/31/21	3.3.1-B-1
Develop Lake Management Plans	\$0	\$20,000	\$12,000	\$30,000						TBD - Consultant Contract	
Administration -General	\$7,977	\$2,500	\$2,500	\$2,500							
Administration - Fiscal Agent	\$274	\$2,500	\$2,500	\$2,500							
Administration - Education and Outreach	\$0	\$4,800	\$4,800	\$4,800							
Administration - TACS	\$1,227	\$2,500	\$2,500	\$2,500							
Administration - AIM	\$744	\$5,000	\$5,000	\$5,000							
Legal Services	\$0	\$5,000	\$3,000	\$5,000							
Accounting and Audit Services	\$0	\$0	\$0	\$4,000							
Liability Insurance and General Operating	\$660	\$2,563	\$2,563	\$4,000							
Reserves for next Watershed Plan	\$5,000	\$5,000	\$5,000	\$5,000							
<b>Subtotal</b>	<b>\$15,882</b>	<b>\$59,863</b>	<b>\$49,863</b>	<b>\$67,300</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Cost Share Project (BWSR Grants)</b>											
Cost Share - Projects	\$0	\$265,241	\$6,228	\$514,013							
Cost Share - Technical Assistance	\$0	\$51,667	\$20,000	\$83,334							
<b>Subtotal</b>	<b>\$0</b>	<b>\$316,908</b>	<b>\$26,228</b>	<b>\$597,347</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Inventories (BWSR Grants)</b>											
Lake Shoreline Studies	\$0	\$34,675	\$10,000	\$59,350						LeSueur (7) Rice (3) Waseca (1) by 12/31/23	3.2.2-B-1
Septic Inventory	\$0	\$160,000	\$1	\$160,000						LeSueur County and TBD Contract for Services	3.2.2-D-1
<b>Subtotal</b>	<b>\$0</b>	<b>\$194,675</b>	<b>\$10,001</b>	<b>\$219,350</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Education and Outreach (BWSR Grants)</b>											
Inform Landowners	\$0	\$2,500	\$2,500							Contract w/ CRP - expires 12/31/21	3.3.1-B-2
Develop Soil Health Teams	\$0	\$10,666	\$10,000	\$12,334						Contracte w/CRP - expires 12/31/21	3.2.1-B-4
<b>Subtotal</b>	<b>\$0</b>	<b>\$13,166</b>	<b>\$12,500</b>	<b>\$12,334</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Plan Development (BWSR Grants)</b>											
PTMApp Completion	\$0	\$61,500	\$41,000	\$0						TBD Contract with HEI for Straight and Vermillion	3.2.2-A-2
Track and Monitor Cover Crops	\$0	\$500	\$500	\$0						Contracted with CRP - expires 12/31/21	3.2.1-B-1
Field Day/Tour for Local Officials	\$0	\$0	\$0	\$3,500							
<b>Subtotal</b>	<b>\$0</b>	<b>\$62,000</b>	<b>\$41,500</b>	<b>\$3,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Administration (BWSR Grants)</b>											
Administration - General	\$0	\$12,500	\$12,500	\$12,500							
Administration - Fiscal Agent	\$0	\$7,500	\$7,500	\$7,500							
Administration - Education and Outreach	\$0	\$10,200	\$10,200	\$10,200							
Administration - TACS	\$0	\$12,500	\$12,500	\$12,500							
<b>Subtotal</b>	<b>\$0</b>	<b>\$42,700</b>	<b>\$42,700</b>	<b>\$42,700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>TOTAL EXPENSES</b>	<b>\$15,882</b>	<b>\$689,312</b>	<b>\$182,792</b>	<b>\$942,531</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Year End Balance</b>	<b>\$33,123</b>		\$413,660	-\$68,408							
<b>Unrestricted Fund Balance (Membership Dues)</b>			\$32,260	\$13,960							
<b>WBIF (BWSR grants) fund balance</b>			\$381,400	-\$82,368 * does not include the final 10% of the FY20-21 grant \$20,497 * balance with the final 10% of the FY20-21 grant							

**Notes:**

FY 22 budget does not include final 10% of FY20-21 grant, nor does it include FY22-23 funding, which likely will be received at some point in 2022. A revised budget will be created when we know the amount of FY22-23 funding we will receive.

The balance of \$20,497 is due to slippage of unused grant funds. These funds will be re-allocated to another budget item in the work plan.

**CANNON RIVER WATERSHED  
JOINT POWERS BOARD**

**Agenda Item 9: Update on cancellation of CRP Contract, item 4**

Information Item

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Meeting Date: 10/6/2021

Prepared by: Emmie Scheffler, Rice SWCD

**PURPOSE/ACTION REQUESTED:** The CRWJPB member staff made the decision to cancel item 4 in the contract with Clean River Partners on August 18<sup>th</sup>, 2021.

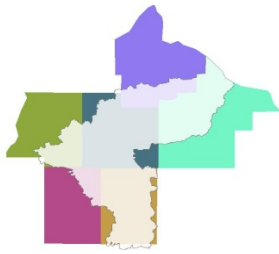
**SUMMARY:**

The Cannon Implementation Group had discussed and decided that the writing of the Education and Outreach Plan, which was item 4 in the contract with Clean River Partners, was not following the direction in what the CRWJPB was envisioning and the creation of the E&O plan should have always been handled in house. A letter was sent following and email for the CRWJPB on August 18<sup>th</sup>, 2021, stating the cancellation of item 4. The Education and Outreach plan will be finished by Teresa DeMars and Brian Watson.

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**Supporting Documents:**

CRP Partial Cancellation Letter, CRWP 2021 Agreement



# 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.

August 20, 2021

Kristi Pursell  
Executive Director  
Clean River Partners  
710 Division St.  
Northfield, MN 55057

In re: Partial Termination - Professional Service Agreement

Dear Kristi:

The Cannon River Watershed Joint Powers Organization (CRWJPO) has made the decision to terminate a portion of the Professional Service Agreement between our organizations. After review of the second draft of the Education and Outreach Plan, the decision has been made to evaluate different options to complete Task 4 of our Professional Services Agreement.

Clause 6(b)(i) of the Professional Service Agreement provides that Cannon River Watershed Partnership (now Clean River Partners) is not “entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered *and accepted deliverables/milestones* pursuant to this Agreement.” (emphasis added.) In the interest of fairness and maintaining a positive working relationship, CRWJPO will pay \$6,287.45 of the \$10,000 budgeted for this portion of the Agreement.

As Emmie Scheffler Rice SWCD staff outlined in her email of August 18, 2021, CRWJPO will not consider further payment beyond the \$6,287.45 for work done on the Education and Outreach portion of the Agreement, so we would therefore ask that you cease any efforts on that part of the Agreement, effective immediately.

Finally, I refer you to Clause 6(b)(ii)(1-3). We request that all data (as defined in that clause) relevant to the Education and Outreach portion of the Agreement be delivered to CRWJPO no later than August 25, 2021. This includes any copies you have made; you are barred by the Agreement from retaining any confidential, protected, privileged, not public, nonpublic, or private data belonging to CRWJPO.

We appreciate your efforts and look forward to working together on the remainder of the Agreement.

Sincerely,

Steven Pahs  
Rice SWCD Manager and CRWJPB fiscal agent

**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 30<sup>th</sup> St. NW, Faribault, MN 55021 (“CRWJPB”), and Cannon River Watershed Partnership, 710 Division St., Northfield, MN 55057 (“CRWP”), a 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**, Cannon River Watershed Partnership 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 the CRWP; and

**WHEREAS**, CRWP 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**, the CRWP certifies that the person who executes this Agreement is authorized to do so on behalf of the CRWP 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, 2021 without any action by any party, unless cancelled or terminated earlier in accordance with the provisions herein.



5. COPYRIGHT MATERIAL

Where applicable, works of authorship created by CRWP 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 CRWP 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. CRWP assigns to CRWJPB all right, title, interest and copyrights in and to the copyrightable material. CRWP 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 CRWP 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 CRWP’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 CRWP’s compliance. In the event of a decision to withhold payment, CRWJPB shall furnish prior written notice to CRWP.
- 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, CRWP 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 CRWP has performed work toward a deliverable that CRWJPB has not accepted at the time of expiration, cancellation or termination, CRWP shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
  - ii. Disposition of Data upon Cancellation or termination. For purposes of this subsection, “Data” means any data or information, and any copies thereof, created by CRWP or acquired by CRWP 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,

7. INDEPENDENT CONTRACTOR

CRWP 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 CRWP as the agent, representative, or employee of CRWJPB for any purpose or in any manner whatsoever. CRWP is to be and shall remain an independent contractor with respect to all services performed under this Agreement. CRWP will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of CRWP or other persons while engaged in the performance of any work or services required by CRWP 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 CRWP, 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. CRWP 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. CRWP 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

CRWP 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 CRWP, 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

- 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 CRWP to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CRWP shall promptly submit copies of insurance policies to CRWJPB.

CRWP 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 CRWP receives notice of cancellation/termination from an insurer, CRWP shall fax or email a copy of the notice to CRWJPB within two business days.

CRWP shall furnish to CRWJPB updated certificates during the term of this Agreement as insurance policies expire. If CRWP 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.

CRWP 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 CRWP.

## 11. DUTY TO NOTIFY

Duty to Notify. CRWP 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. CRWP shall also notify the CRWJPB whenever CRWP has a reasonable basis for believing that CRWP 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/ or related to the services described in this Agreement.

## 12. DATA PRACTICES

- a. CRWP, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the

- 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. CRWP shall be responsible for the performance of all subcontractors. CRWP 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 CRWP 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 CRWP.

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*  
Steven R. Pahs, CRWJPB Fiscal Agent

Date: 2-5-2021

**CANNON RIVER WATERSHED  
PARTNERSHIP**

Printed Name: KRISTI PURSELL

Signed: *Kristi Purcell*

Title: EXECUTIVE DIRECTOR

Date: 2/4/2021

Attachment A

Cannon River Watershed Joint Powers Board		Education and Outreach Plan		Member Dues		Primarily Responsibility	
Scope of Services		Duration: January 2021-December 2021		BWSR Funds		Member Dues	
Task	Description	Deliverables	Target Completion Date	BWSR Funds	Member Dues	Primarily Responsibility	
1	<p><b>Short-term Goal: Track and monitor cover crops/residue with satellite imagery data.</b></p>	<p>Year 1 Objective: 1. Obtain Residue/Satellite Imagery Data from U of M within Tier 1 lakes and streams. 2. Provide data to SWCDs; 3. Provide enough maps to cover the Tier 1 lakes and streams to SWCDs for the purpose of tracking progress in the adoption of cover crops and providing or talking to landowners.</p>	6/30/2021	\$ 500.00	\$ 10,000.00		CRWP
2	<p><b>Short-term Goal: Establish up to three Soil Health Teams across the watershed to promote the use of cover crops and reduced tillage.</b></p>	<p>Year 1 Objective: 1. Hold at least 3 events (i.e. partnering with a CRAC field day, SWCD field days, etc.) and begin to spend time developing relationships in smaller Soil Health groups across the watershed. Longer term objectives would include: 2. Rotate at least 9 monthly meetings annually around the watershed and invite farmers, crop consultants, and SWCD staff to attend. Expected reach is 100 farmers and 20 new cover crop contracts. 3. Create a team with members from each county and develop strategies for adoption of soil health practices. These efforts may be combined with other groups to maximize effectiveness. Overall goal is to provide a place for farmers to learn more about soil health, and in turn increase adoption of the practice. Costs for events to be part of this budget, but seeking other sources of financial assistance is encouraged. (Must be approved by the Rice SWCD Manager if partnering with another group or business).</p>	12/31/2021	\$ 10,000.00			CRWP
3	<p><b>Short-term Goal: Inform landowners that the health of their land and local natural resources is part of a landowner's long-term investment. Create and communicate explicit guidance.</b></p>	<p>Year 1 Objective: Create one letter on behalf of the SWCD's to landowners (20 acres or more) in Tier One lakes and streams, with a minimum of 100 letters. Where possible, letters to be included in the county property tax statements. Each priority area to be specified. Letter will promote high-priority practices like cover crops and perennial cover. Seek collaboration with LSP, SFA, PFI where appropriate and available.</p>	7/31/2021	\$ 2,500.00			CRWP
4	<p><b>Immediate Goal: Develop an education and outreach plan for the Cannon River Planning Area</b></p>	<p>Year 1 Objective: 1. Develop an education plan to address educational needs of Tier 1 priorities (Resource Concerns, Landscape Alteration Concerns, and Socio-Economic Concerns) in the Cannon River Watershed Plan. Allow 3 opportunities for feedback on draft plans from the Planning Work Group, with the final draft arriving at the CRWJPB Staff Contact (Rice SWCD) by Nov. 30th, 2021. Identify partnerships, recognize existing efforts, past successes, and take a regional approach. Create a document that the JPB can use to guide education and outreach efforts for the next ten years. Focus of the plan for the first three years to concentrate on Tier 1 Lakes and Streams.</p>	12/31/2021	\$ -	\$ 10,000.00		CRWP
		Revenue		\$ 13,000.00	\$ 10,000.00		
		Expenses		\$ 13,000.00	\$ 10,000.00		
		Balance		\$ -	\$ -		
		Total to CRWP		\$ 23,000.00			

**CANNON RIVER WATERSHED  
JOINT POWERS BOARD**

**Agenda Item 10: Contracting with Clean River Partners 2022**

Request for Action

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Meeting Date: 10/6/2021

Prepared by: Emmie Scheffler, Rice SWCD

**PURPOSE/ACTION REQUESTED:** Discussion on contracting with Clean River Partners for calendar year 2022.

**SUMMARY:**

The CRWJPB contracted with Clean River Partners in calendar year 2021 on four items. The possibility in the workplan for items to contract with them would be for Implementation Activity 3.2.1-B-4: Develop a Soil Health Team. There is \$12,334 in the workplan for this activity for 2022, with staff thoughts of retaining some funds for CRWJPB member staff time. The Cannon Implementation Group would like to assess deliverables needed for this item before entering into a contract.

Action is needed to give the Executive Committee approval to approve a contract for 2022 for contracting work with Clean River Partners.

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**Supporting Documents:**

## CANNON RIVER WATERSHED JOINT POWERS BOARD

### Agenda Item 11: Recap September TAG meeting

Information Item

Meeting Date: 10/6/2021

Prepared by: Emmie Scheffler, Rice SWCD

**PURPOSE/ACTION REQUESTED:** The Cannon Technical Advisory Group met on September 1<sup>st</sup>, 2021 to be updated on the current progress of implementation and to help select items for the next WBIF workplan.

### SUMMARY:

The Cannon Technical Advisory Group met on September 1<sup>st</sup>, 2021 over zoom with the Cannon Implementation Group. Below is a summary of the results of voting on activities for the 2023-2024 Watershed Based Implementation Funding workplan to aide the Cannon Implementation Group.

- ❖ The priority concerns were voted on and the results from highest votes to least for the top five were:
  - Lakes, Streams, and Rivers
  - Agriculture
  - Groundwater, Wetlands, and Drainage Systems
- Lakes, Streams, and Rivers were voted on and the results for the highest votes were implementation activities: 3.1.1-B-3, and a tie for second between 3.1.1-A-1, 3.1.1-A-3, and 3.1.1-B-1.
- Agriculture was voted on and the results for the highest votes were implementation activities: 3.2.1-A-1, and a tie for second between 3.2.1-A-3 and 3.2.1-B-2.
- Groundwater was voted on and the results for the highest votes were implementation activities: a tie between 3.1.3-A-3 and 3.1.3-A-9, and followed by 3.1.3-A-4. Jennifer from MDH has resources and grants that would help with these activities, along with MDA would also.
- Drainage Systems were voted on and the results for the highest votes were implementation activities: 3.2.1-A-8, 3.2.3-A-9, and 3.2.3-A-3 and 3.2.3-A-7. The discussion around these is they can take a long time to accomplish and the possibility of re-evaluating areas and priorities when the new PTMapp comes out.
- Wetland were voted on and the results for the highest votes were implementation activities: 3.1.2-A-1, as this is the only activity in this category at the current time.

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### Supporting Documents:



