



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

May 1st, 2024 at 9 am

Straight River Room, Rice County Fairgrounds
1814 2nd Ave NW, Faribault, MN 55021

- I. Call to Order and Roll Call**
- II. Re-election of Vice Chair**
- III. Consent Agenda**
 1. Approval of Agenda
 2. Approval of Joint Powers Board Minutes of February 7th, 2024 Meeting
 3. Minutes of April 3rd, 2024 Executive Committee Meetings
 4. 2024 1st Quarter Financial Summary and Bills Payable
 5. 2024 Budget update
- IV. Regular Agenda**
 6. Approval of Working Agreement- *Board Action required*
 7. 2025 Dues Discussion- *informational*
 8. 2024 CRWJPB Tour- *informational*
- V. Update on implementation activities**
 9. Native Shoreline cost share outcome
 10. 2024 Webinar Series
- VI. Staff Reports**
- VII. Other Correspondence**

VIII. Adjourn



Cannon River Watershed Joint Powers Board

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**Draft CRWJPB Meeting
February 7th, 2024 at 9 am
Straight River Room, Rice County Fairgrounds
1814 2nd Ave NW, Faribault, MN 55021**

CRWJPB Members: James Hedeem (Belle Creek WD), Mike Slavik (Dakota County), Kevin Chamberlain (Dakota SWCD), Brad Anderson (Goodhue County), John Beck (Goodhue SWCD), Steven Rohlfig (Le Sueur County), David Preisler (Le Sueur County) (*non-voting member*), Jim Struck (Le Sueur SWCD), Sandy Weber (North Cannon WMO), Galen Malecha (Rice County), Rick Gnemi (Steele County), Dan Hansen (Steele SWCD), Doug Christopherson (Waseca County), Keith Morgan (Waseca SWCD)

Also in Attendance: Ashley Gallagher (Dakota SWCD staff), Mike Schultz (Le Sueur SWCD SWCD staff), Brian Watson (Dakota SWCD staff), Teresa DeMars (Rice SWCD staff), Emmie Scheffler (Rice SWCD staff), Beau Kennedy (Goodhue SWCD staff), Chad Hildebrand (Goodhue SWCD staff), Adam Arndt (Steele SWCD staff), Ian Pringle (Steele SWCD staff), Holly Bushman (Le Sueur County staff), David Stenzel (Steele County staff), Adam Bielke (BWSR), Eric Miller (Waseca County staff), Trevor Rudenick (Le Sueur County staff), Daunte Rand

I. Call to Order and Roll Call

Administrator Emmie Scheffler called the meeting to order at 9:04 am.

II. Election of Officers

Motion by Rohlfig, second by Gnemi to nominate Brad Anderson as chair. Motion by Rohlfig, second by Gnemi to close nominations. Motion carried.

Brad Anderson took over conducting the meeting.

Motion by Gnemi, second by Slavik to nominate Sandy Weber as vice chair. Motion by Slavik, second by Rohlfig to close nominations. Motion carried.

Motion by Slavik, second by Rolfing to nominate Galen Malecha as secretary.

Motion by Gnemi, second by Slavik to close nominations. Motion carried.

**Motion by Malecha, second by Slavik to nominate Richard Cook as treasurer.
Motion by Rohlfig, second by Gnemi to close nominations. Motion carried.**

Motion by Rohlfig, second by Malecha to nominate Mike Slavik as executive committee member at large. Motion by Rohlfig, second by Gnemi to close nominations. Motion carried.

III. Consent Agenda

1. Approval of Agenda
2. Approval of Joint Powers Board Minutes of November 1st, 2023 Meeting
3. Minutes of January 3rd, 2024 Executive Committee Meeting
4. 2023 4th Quarter Financial Summary and Bills Payable
5. 2023 Budget Summary
6. 2024 Budget Update
7. Upper Cannon Flood Study FEMA letter
8. Letter of Support Clean River Partners Fishers and Farmers Grant
9. Audit Engagement Letter

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

IV. Regular Agenda

10. Adopt 2024 CRWJPB Operating Rules

Motion by Hedeem, second by Weber to adopt the 2024 CRWJPB operating rules and appendix with the changes to the officers. Motion carried.

11. Approval of CRWJPO Project and Practice Funding Policy

Motion by Beck, second by Malecha to approve the CRWJPO Project and Practice Funding policy with the addition of a cost share level of 75% for level 3 grazing and feedlots. Motion carried.

12. Approval of Conservation Reserve Program Incentive Pilot Program Policy

Motion by Slavik, second by Gnemi to approve the Conservation Reserve Program Incentive Pilot Program Policy as presented in the packet. Motion carried.

13. Approval of signs for CRWJPO projects

Motion by Chamberlain, second by Gnemi to approve staff spending up to \$1,000 on signs using FY2023 Watershed Based Implementation Funds. Motion carried.

14. MDH Well grant application

Motion by Weber, second by Gnemi to approve the CRWJPO submitting for the Safe Drinking Water Private Well Users Grant Phase I. Slavik abstained from voting. Motion carried.

V. Update on implementation activities

15. Annual report

The Annual report will be sent to every member to present to their members.

16. Presentation on Red Wing Well Sealing

Chad Hildebrand presented.

17. Presentation on well testing clinics with Clean River Partners

Chad Hildebrand and Holly Bushman presented.

VI. Staff Reports

Emmie, Ashley, and Holly will be presenting at the Southern Lakes Conference. Emmie will be on KDHL radio the next Monday to talk about CRWJPO events.

VII. Other Correspondence

There were no other correspondences.

VIII. Adjourn

The next meeting will be on May 1st, 2024 at 9am in the Straight River Room at the Rice County Fairgrounds. Motion by Hansen, second by Gnemi to adjourn the meeting at 9:50 am.

Respectfully Submitted,

Galen Malecha,
Secretary Cannon River Watershed Joint Powers Board



Cannon River Watershed Joint Powers Board

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Draft Minutes CRWJPB Executive Committee April 3rd, 2024 Teams Online Video Platform

CRWJPB Members: Mike Slavik (Dakota County), Richard Cook (Rice County), Brad Anderson (Goodhue County), Galen Malecha (Rice County)

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

1. Call to Order

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

2. Vice Chair Update

Sany Weber is no longer on the CRWJPB. A new election will be held for Vice Chair at the May CRWJPB meeting.

3. Update on Implementation Activities

The Fox Lake management plan was presented to lake residents. The other plans are still waiting on MPCA. FY21 will be closed out after Q2 of 2024.

4. Review of Working Agreement

Each SWCD will approve the working agreement at their local boards between the May and August CRWJPB meetings.

5. Agenda Items for May CRWJPB meeting

Executive committee members would like a thank you sent to Sandy Weber and Steve Rohlffing for all their work. Emmie Scheffler will work on this item.

6. Adjourn

The meeting was adjourned at 8:22 am by Chair Anderson.

TREASURER'S REPORT (BILLS PAYABLE)

04/24/24
Accrual Basis

Cannon River Watershed Joint Powers Board
Treasurer's Report
As of March 31, 2024

	Type	Date	Num	Name	Memo	Cr	Split	Amount	Balance
10000 - Checking/Savings									476,020.75
10200 - Reliance Bank Checking									83,558.40
	Bill Pmt -Check	01/03/2024	5139	M.C.I.T.	Invoice #20032R	√	20000 - Accounts Payable	-4,033.00	79,525.40
	Deposit	01/12/2024			Deposit	√	-SPLIT-	8,500.00	88,025.40
	Deposit	01/16/2024			Deposit	√	44020 MPCA Lake/Stm Smpling Rmb	10,097.16	98,122.56
	Bill Pmt -Check	01/19/2024	5140	Goodhue SWCD - V	4th qtr 2023 MPCA reimbursement	√	20000 - Accounts Payable	-261.46	97,861.10
	Bill Pmt -Check	01/19/2024	5141	Le Sueur County - V	4th qtr 2023 MPCA reimbursement	√	20000 - Accounts Payable	-5,554.93	92,306.17
	Bill Pmt -Check	01/19/2024	5142	Rice SWCD - Vendor	4th qtr 2023 MPCA reimbursement	√	20000 - Accounts Payable	-2,351.35	89,954.82
	Bill Pmt -Check	01/19/2024	5143	Waseca County - v	4th qtr MPCA-SWAG reimbursement	√	20000 - Accounts Payable	-547.42	89,407.40
	Deposit	01/19/2024			Deposit	√	-SPLIT-	10,500.00	99,907.40
	Deposit	01/25/2024			Deposit	√	-SPLIT-	10,500.00	110,407.40
	Bill Pmt -Check	02/15/2024	5151	MN Valley Testing Laboratories, Inc.	Invoice #1238779	√	20000 - Accounts Payable	-471.20	109,936.20
	Deposit	02/23/2024			Deposit	√	26010 - Unrmd WBIF Cannon 1W1P	150,000.00	259,936.20
	Transfer	02/26/2024			Funds Transfer	√	10300 - Reliance Bank Savings	-175,000.00	84,936.20
	Bill Pmt -Check	03/08/2024	5152	Le Sueur County Environmental Services	Match for Upper Cannon River Flood Study	√	20000 - Accounts Payable	-20,000.00	64,936.20
	Deposit	03/15/2024			Deposit	√	44020 MPCA Lake/Stm Smpling Rmb	72.00	65,008.20
	Transfer	03/31/2024			Funds Transfer		10300 - Reliance Bank Savings	25,000.00	90,008.20
	Bill Pmt -Check	03/31/2024	5153	Dakota SWCD - Vendor	1st qtr 2024 - Invoice #3372		20000 - Accounts Payable	-5,676.00	84,332.20
	Bill Pmt -Check	03/31/2024	5154	Goodhue SWCD - V	Invoice #2024-18		20000 - Accounts Payable	-13,666.92	70,665.28
	Bill Pmt -Check	03/31/2024	5155	Le Sueur County - V	Invoice #Q1-2024		20000 - Accounts Payable	-2,131.18	68,534.10
	Bill Pmt -Check	03/31/2024	5156	Le Sueur SWCD - v	INVOICE #2024-24		20000 - Accounts Payable	-6,825.62	61,708.48
	Bill Pmt -Check	03/31/2024	5157	Rice SWCD - Vendor	1st qtr 2024 - Invoice #2018040		20000 - Accounts Payable	-39,192.72	22,515.76
	Bill Pmt -Check	03/31/2024	5158	SE SWCD Technical Support JPB	1st qtr 2024 Invoice #2024-13		20000 - Accounts Payable	-1,472.70	21,043.06
	Bill Pmt -Check	03/31/2024	5159	Steele SWCD - vendor	1st qtr 2024 Invoice #2024-9		20000 - Accounts Payable	-1,806.54	19,236.52
Total 10200 - Reliance Bank Checking								-64,321.88	19,236.52
10300 - Reliance Bank Savings									392,462.35
	Deposit	01/31/2024			Interest	√	48100 - Interest Income	131.04	392,593.39
	Transfer	02/26/2024			Funds Transfer	√	10200 - Reliance Bank Checking	175,000.00	567,593.39
	Deposit	02/29/2024			Interest	√	48100 - Interest Income	115.87	567,709.26
	Transfer	03/31/2024			Funds Transfer		10200 - Reliance Bank Checking	-25,000.00	542,709.26
	Deposit	03/31/2024			Interest	√	48100 - Interest Income	168.70	542,877.96
Total 10300 - Reliance Bank Savings								150,415.61	542,877.96
Total 10000 - Checking/Savings								86,093.73	562,114.48
TOTAL								86,093.73	562,114.48

REVENUES	2024 Budget Draft	2024 Budget Actual Q1
Use of Fund Balance (Unrestricted Funds)	\$39,465.50	\$39,465.00
Dues from Members	\$49,000.00	\$41,500.00
Interest	\$1,500.00	\$415.61
Investment Earnings/Dividends	\$0.00	\$0.00
BWSR WBF Grant FY21	\$73,533.41	\$73,533.41
BWSR WBIF Grant FY23	\$1,059,759.59	\$664,329.00
TOTAL REVENUE	\$1,223,258.50	\$819,243
EXPENSES		
Fund Source- Dues		
Develop Lake Management Plans	\$0.00	\$0.00
Upper Cannon River Flood Study	\$20,000.00	\$20,000.00
Administration -General	\$0.00	\$0.00
Administration - Fiscal Agent	\$0.00	\$0.00
Administration - Education and Outreach	\$0.00	\$0.00
Administration - TACS	\$0.00	\$0.00
Administration - AIM	\$5,000.00	\$1,075.00
Legal Services	\$3,000.00	\$0.00
Accounting and Audit Services	\$3,100.00	\$0.00
Liability Insurance and General Operating	\$4,033.00	\$4,033.00
Website	\$0.00	\$0.00
Fund Balance- Operating	\$32,380.00	\$32,380.00
Fund Balance- plan revisions	\$20,452.50	\$20,452.50
Promotional material- shirts, tents, etc	\$2,000.00	\$1,022.24
Subtotal	\$89,965.50	\$78,962.74
FY21 BWSR Grant *all allocated		
Cost Share Project		
Cost Share - 3.1.1-C-7	\$67,952.24	\$26,229.87
Cost share- 3.2.1-B-2	\$4,733.34	\$0.00
C/S Technical Assistance	\$847.83	\$20,843.50
Grant Administration	\$0.00	\$9,049.76
Education Outreach	\$0.00	\$0.00
Inventories	\$0.00	\$0.00
Shoreline Inventories- 3.2.2-B-1	\$0.00	\$0.00
Subtotal	\$73,533.41	\$56,123.13
FY23 BWSR Grant		
Plan Development		
T/A Stream Restoration- 3.1.1-C-1	\$38,977.88	\$895.59
PTMapp Wetland Restoration- 3.1.2-A-1	\$30,000.00	\$0.00
Cost Share Projects		
Structures PL- 3.1.1-A-3	\$2,000.00	\$0.00
Structures IL- 3.1.1-B-3	\$25,741.87	\$5,911.25
Structures IS- 3.1.1-C-7	\$237,209.81	\$0.00
Nonstructural corn/sb- 3.2.1-B-2	\$13,333.00	\$0.00
Nonstructural short season- 3.2.1-B-3	\$2,000.00	\$0.00
Perennial crops- 3.2.1-A-1	\$80,000.00	\$0.00
Soil loss ordinance- 3.1.1-C-3	\$12,000.00	\$0.00
Feedlot		
Feedlot- 3.1.1-C-5	\$50,000.00	\$0.00
Grazing Plan		
Grazing plan- 3.1.1-C-6	\$20,000.00	\$0.00
Shorelines		
Shoreline plantings- 3.2.2-B-3	\$20,000.00	\$0.00
Education and Outreach		
Soil Health Team- 3.2.1-B-4	\$15,000.00	\$0.00
E&O implementation (role)	\$10,200.00	\$1,035.17
Biannual field day- 3.3.1-A-3	\$1,000.00	\$0.00
Education public- 3.3.1-B-3	\$37,300.00	\$2,001.92
Well clinics- 3.1.3-A-4	\$2,061.62	\$3,079.23
Groundwater		
Red Wing well sealing- 3.1.3-A-3	\$0.00	\$0.00
Well Sealing program- 3.1.3-A-8	\$8,000.00	\$0.00
C/S Technical Assistance	\$110,000.00	\$0.00
Grant Administration	\$26,000.00	\$0.00
Subtotal	\$740,824.18	\$12,923.16
TOTAL EXPENSES	\$904,323	\$148,009.03
Year End Balance	\$318,935.41	\$671,233.99
Unrestricted Fund Balance (Membership Dues)	\$0.00	\$2,417.87
WBIF FY2021 fund balance	\$0.00	\$17,410.28
WBIF FY2023 fund balance	\$318,935.41	\$651,405.84
Fund balance- plan revisions	\$60,452.50	\$60,452.50
fund balance- operating	\$82,519.00	\$82,519.00

still waiting on 3 members dues

50% allocation

Notes:

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 6: Approval of Working Agreement

Request for Action

Meeting Date: 5/1/2024

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Approve the working agreement drafted for BWSR funds.

SUMMARY:

After the last reconciliation by BWSR, it was brought up that the CRWJPO does not have a working agreement in place between the CRWJPO and the members. This is in place to protect the CRWJPO if something is not done correctly through BWSR standards. The working agreement has been reviewed by staff and no further changes were made by the executive committee. After approval, the agreement will be brought back to each member board for local approval.

Motion is needed to approve the working agreement as presented in the packet.

Supporting Documents:

Cannon WBIF Sub Agreement



Cannon River Watershed Joint Powers Organization Sub-Agreement for Watershed Based Implementation Funding

A SUB-AGREEMENT BETWEEN CANNON RIVER WATERSHED JOINT POWERS ORGANIZATION AND

COUNTY SOIL AND WATER CONSERVATION DISTRICT

WBIF Recipient: Cannon River Watershed Joint Powers Organization

Sub-Recipient: County Soil and Water Conservation District

I. Statement of Purpose

The purpose of this AGREEMENT is to clarify the roles and the responsibilities of the Cannon River Watershed Joint Powers Organization (CRWJPO) entities concerning the delivery and implementation of the Cannon River Watershed Comprehensive Watershed Management Plan using Watershed Based Implementation Funds (WBIF) administered by the Board of Water and Soil Resources (BWSR).

II. Scope of Work

The Rice Soil and Water Conservation District (SWCD) will perform the fiscal agent duties for the CRWJPO associated with the BWSR WBIF program for the CRWJPO entities. The Rice SWCD agrees to pay WBIF grant funds to the Sub-recipient for work described in the Cannon River Comprehensive Watershed Management WBIF Grant Work plan. All activities will follow the current CRWJPO Funding Policy and use the most recent CRWJPO Ranking Spreadsheet.

III. Payment and Reporting Procedures

Payment and reporting shall follow the procedures found in the current Cannon River Watershed Joint Powers Organization Project and Practice Funding Policy.

IV. Contract Clauses

- a. Ownership – All materials prepared or developed by the Sub-recipient hereunder, including documents, notes, reports, data and samples shall become property of the CRWJPO when prepared, whether delivered to CRWJPO or not, and shall be delivered to the CRWJPO upon request. CRWJPO will be responsible for responding to any data practices requests pertaining to this data.
- b. Revisions – Any alterations to this agreement or modification shall require adoption of an amendment by both parties. This sub-agreement is intended to be a static agreement between the CRWJPO and the sub-recipient.
- c. Indemnity and hold Harmless – Sub-recipient shall indemnify CRWJPO, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state or local law or regulating the work performed hereunder or any part thereof.

Sub-recipient shall indemnify CRWJPO, its directors, officers, employees, and agents against and from loss, claims, or suits, including cost and attorney fees, for, or on account of injury, bodily or otherwise, death, of a persons, or damage to or destruction of property belonging to CRWJPO or others arising out of a negligent performance of work hereunder by the Sub-recipient. Sub-recipient shall, in no event, be liable for loss or damage attributable to CRWJPO or its representatives or agents. Sub-recipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

- d. Non-Assignment – Sub-recipient shall not assign this Agreement nor delegate or subcontract any of the work to be performed without CRWJPO's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Sub-recipient from its responsibility for the performance of any of its obligations hereunder.
- e. Complete Agreement – This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.
- f. Independent Contractor Status – Sub-recipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Sub-recipient will be responsible for any federal, state taxes applicable to this payment. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Sub-recipient employees, shall accrue to CRWJPO or its employees performing services under this Agreement.
- g. Worker Health, Safety and Training – Sub-recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this contract. Sub-recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Sub-recipient shall ensure all personnel of Sub-recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this contract. Sub-recipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by the Sub-recipient.
- h. Legal Compliance - Sub-recipient and CRWJPO shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

- i. Data Privacy – For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by the Sub-recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
- j. Business Records - Sub-recipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the Sub-recipient’s profession. Sub-recipient shall maintain such records for at least 6 years from the date of services or payment were last provided or made longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. CRWJPO shall have the right to audit and review all such documents and records at any time during the Sub-recipient’s regular business hours or upon reasonable notice. CRWJPO and either the Legislative Auditor of the State of Minnesota pursuant to Minnesota Statute 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 Agreement.
- k. Force Majeure – Neither party shall be held responsible for the delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party’s reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- l. Waiver – The failure of CRWJPO or the Sub-recipient to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- m. Notices – All official notices, shall be sufficiently given when hand-delivered, emailed or mailed, certified-mail, postage prepaid, to the parties at their respective places of business as set forth below:

Cannon River Watershed Joint Powers Organization: 302 1st Ave NW, Faribault, MN 55021
Emmie.scheffler@riceswcd.org

SWCD: address

- n. Interpretation, Jurisdiction and Venue – All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of

action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

- o. Severability – The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in a conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- p. Agreement to Mediate Disputes – In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to dispute may give written notice to the other party of his/her desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within 7 days after a party has given notice of the desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator. The parties further agree to share equally the cost of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.
- q. Default and Termination – Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this agreement, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.
- r. Merger Clause – This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements, and representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. Agreement Effective Date

This agreement is effective upon execution of both parties.

Approved and Accepted for:

WBIF Recipient

CRWJPO
Board Chairperson

Date

For the Sub-recipient SWCD

 SWCD
Board Chairperson

Date

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 7: 2025 Dues Discussion

Information Item

Meeting Date: 5/1/2024

Prepared by: Emmie Scheffler, administrator

PURPOSE/ACTION REQUESTED: The discussion of dues for 2025 for the CRWJPO.

SUMMARY: The CRWJPB dues for 2024 were the following:

Tier 1 Memberships: \$5,000

Tier 2 Memberships: \$3,500

Tier 3 Memberships: \$2,000

Tier 4 Memberships: \$500

A total of \$49,000 is received from dues at this amount.

Membership dues for 2025 will not be voted on until the August 2024 meeting. The discussion today is for members to determine what rate they will want for 2025 to bring back to their local boards for discussion before a final decision is made.

The plan revision fund balance is projected to be \$60,452.50 by the end of 2024 and the operating fund balance is projected to be \$82,519.00 by the end of 2024. Per the fund balance policy, the plan revision fund should strive for 15% of drafting a plan and 50-75% of operating costs for one year. This projection will be close or meet those goals.

Currently, dues are utilized for the following: fund balances, the AIM role, legal services, audits, insurance through MCIT, promotional material not covered by BWSR, and for match on other studies. The costs for all of these in 2024 is projected to be \$37,133.00.

Dues can also be used as match for BWSR funds, unless the match from a member is being taken from one of their State Funds.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 8: 2024 CRWJPB Tour

Information Item

Meeting Date: 5/1/2024

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Discussion on the 2024 CRWJPB Tour.

SUMMARY:

The biannual CRWJPB tour is scheduled to be after the August 7th CRWJPB meeting. Staff's recommendation is to tour the Red Wing well sealing, the streambank project that is currently being designed, and a structural spot in Goodhue County. Lunch will be provided.

Staff have debated between inviting legislators or just having all members boards be invited. Depending on who the board would like to attend, a bus will be looked into if needed.

Supporting Documents:

None.

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	\$37,690.66	\$37,690.66	100.00%	
	3.2.1-B-3	Implement practices that increase organic matter (such as cover crops and tillage management) on 80% of short season crop (corn silage, small grains, peas, and sweet corn) acres (757 acres total, 75.7 acres per year) in the Tier One Lake and Stream drainage areas.	Drainage area of Tier One lakes and streams (Figure 3 9 through Figure 3 12) HSPF Top 25% TP and TN subwatersheds	\$0	\$0.00	N/A	
	3.1.1-C-7	Implement structural practices to treat 5%, or 7,192 acres, of cropland in the Tier 1 impaired streams drainage areas.	Drainage area of seven impaired streams: Lower Vermillion River, Belle Creek, Little Cannon River, Trout Brook, Prairie Creek, Rush Creek, and Medford Creek (Figure 3 4 through Figure 3 6).	\$462,405.15	\$462,405.15	100.00%	
				\$500,095.81	\$500,095.81	100.00%	
Inventories	3.2.2-B-1	Conduct inventory of existing natural shoreline quantity and quality on 10 natural environment lakes (Roemhildts, Fish, Dora, Mabel, Diamond, Sabre, and Tustin in Le Sueur County; Sprague and Lower Sakatah in Rice County; and Toners in Waseca County) within first two years.	Roemhildts, Fish, Dora, Mabel, Diamond, Sabre, and Tustin in Le Sueur County; Sprague and Lower Sakatah in Rice County; and Toners in Waseca County	\$20,719.10	\$20,719.10	100.00%	17.82%
	3.2.2-D-1	Conduct SSTS inventory on 4 lake systems located in the Groundwater Pollution Sensitivity Area and Groundwater Dominated Lakes Area, starting with Volney-Gorman	Groundwater Pollution Sensitivity Area and the Groundwater Dominated Lakes Area (Figure 2 4)	\$132,276.76	\$132,276.76	100.00%	100%
				\$152,995.86	\$152,995.86	100.00%	
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% *dues money
	3.3.1-B-2	Inform absentee landowners that the health of their land and local natural resources is part of an absentee owner's long-term investment. Create and communicate explicit guidance in flyer with property tax assessment.	Drainage areas of the Tier One lakes and streams	\$2,174	\$2,500.00	86.96%	100%
	3.2.1-B-4	Develop a Soil Health Team	Cannon River Planning Area	\$34,659.34	\$34,333.34	100.95%	100%
				\$36,833.34	\$36,833.34	100.00%	

BWSR Elink Budget Items for Work Plan				
		Spent	Allocated	Percent Spent
Inventories	Special Projects	\$ 152,995.86	\$ 152,995.86	100.00%
Cost-Share Projects	Ag Practices	\$ 500,095.81	\$ 500,095.81	100.00%
Education Outreach	Education/Outreach	\$ 36,833.34	\$ 36,833.34	100.00%
Plan Development	Plan Dev./Assessment	\$ 35,848.13	\$ 35,848.13	100.00%
C/S Technical Assistance	Tech/Engineering Ass.	\$ 177,609.03	\$ 181,212.21	98.01%
Grant Administration	Adm/coordination	\$ 107,493.70	\$ 121,672.65	88.35%
Local Match	cash/landowner/in-kind	\$131,397.55	\$52,024.13	252.57%
Federal Match	cash/landowner/in-kind	\$79,803.59	\$55,000.00	145.10%

Total Amount Awarded:	\$1,028,658.00
Total % Spent:	98.27%
Required Match Amount:	\$102,865.80
Total % Matched:	205.32%

WBIF Workplan 2023 and 2024					
	ID	Implementation Activity	Priority Area(s)	Allocated	Spent
				\$	\$
Plan Development	3.1.1-C-1	Technical Assistance for One large stream restoration project.	tier 1 impaired streams	\$40,000	\$1,917.71
	3.1.2-A-1	Utilize PTMap or other tools to identify sites in the priority drainage areas for wetland restoration, then implement projects to meet the wetland restoration goals.	Upper Cannon HUC10, Chub Creek HUC10	\$30,000	
				\$70,000.00	\$1,917.71
Cost-Share Projects	3.1.1-A-3	Implement structural practices to treat 5%, or 36 acres, of cropland	protection lakes	\$2,000	
	3.1.1-B-3	Implement structural practices to treat 30%, or 1,909 acres, of cropland	impaired lakes	\$40,000	\$20,169.38
	3.1.1-C-7	Implement structures practices to treat 5%, or 7,192 acres, of cropland in the Tier 1 impaired stream drainage areas.	pollutant impaired streams	\$330,258	\$14,035.80
	3.2.1-B-2	Implement practices that increase organic matter(such as cover crops and tillage management) on 15% of corn/soybean acres.	tier 1 lakes and streams	\$40,000	\$11,041.63
	3.2.1-B-3	Implement practices that increase organic matter(such as cover crops and tillage management) on 80% of short season crop acres.	tier 1 lakes and streams	\$2,000	
	3.2.1-A-1	Convert 10% of vulnerable cropland (NRCS land capacity clas IV) to perennial cropland or perennial vegetation .	tier 1 lakes and streams	\$80,000	
	3.1.1-C-3	Proactively ensure compliance with Soil loss ordinance using BMPs, conservation plans, conservation programs, easements, etc to work towards achieving the tolerable soil loss goals.	tier 1 impaired streams	\$12,000	
				\$506,258.00	\$45,246.81
Feedlot	3.1.1-C-5	Implement 5 feedlot runoff control projects in shoreland areas	tier 1 streams	\$50,000	\$0
				\$50,000	\$0
Grazing	3.1.1-C-6	Write and implement rotational grazing and livestock exclusion plans on 35 sites within 1,000 feet of a Tier One impaired stream, or a direct tributary to a Tier One impaired stream.	tier 1 streams	\$20,000	\$0
				\$20,000	\$0
Education Outreach	3.2.1-B-4	Develop a soil health team	Cannon River Planning Area	\$30,000	\$12,774.03
		Education and Outreach plan implementation		\$20,400	\$5,638.92
	3.3.1-A-3	Host biannual (every other) field day or tour for locally elected and appointed decision-makers, of their appointed citizen advisory committee.	Cannon Watershed Planning Area Wide	\$1,000	
	3.3.1-B-3	Educate homeowners and the lake associations through news releases, workshops, presentations to organizations and one-on-one communication on: (1) shoreland property and the need to restore shoreline to a more natural state; (2) septic improvements and maintenance; (3) benefits of conservation and working lands easements; (4) BMP installation and implementation	Cannon River Planning Area	\$40,000	\$4,633.77
	3.1.3-A-4	Host 2 well testing or screening clinics per year for private well owners. Provide nitrate test results and/or water testing kits, and information on best practices for well maintenance and water quality.	Private well owners in areas of moderate or high pollution sensitivity.	\$3,000	\$4,017.61
				\$94,400	\$27,064.33
Groundwater	3.1.3-A-3	In areas within an existing DWSMA, but outside of the city jurisdiction, assist with well location and inventory, and sealing of unused wells that pose a risk to the public water supply wells.	Communities with moderate or high vulnerabilities	\$12,000	\$12,000
	3.1.3-A-8	Create a planning area well sealing program and prioritization process, implemented by each county, for residents who wish to voluntarily seal wells using a priority process. Start by conducting an unused well inventory by mailing a homeowner survey asking people if they have an unused well on their property that they would like assistance sealing.	Groundwater Pollution Sensitivity Area	\$8,000	
				\$20,000	\$12,000
Shorelines	3.2.2-B-3	Protect or restore native riparian vegetation by implementing a native vegetation buffer on 2 private lakeshore properties per year in the Lakes Area.	Lakes Area	\$20,000	\$0
				\$20,000	\$0

TOTAL BASED ON IMPLEMENTATION PLAN

BWSR Elink Budget Items for Work Plan				
		Spent	Allocated	Percent
Plan Development	Plan Dev./Assessment	\$1,917.71	\$70,000.00	3%
Cost-Share Projects	Ag Practices	\$45,246.81	\$506,258.00	9%
Feedlot	Livestock Waste Management	\$0.00	\$50,000.00	0%
Grazing	Non-structural management	\$0.00	\$20,000.00	0%
Education Outreach	Education/Outreach	\$27,064.33	\$94,400.00	29%
Groundwater	Groundwater	\$12,000.00	\$20,000.00	60%
Shorelines	Streambank or Shoreland Protection	\$0.00	\$20,000.00	0%
C/S Technical Assistance	Tech/Engineering Ass.	\$44,595.93	\$196,000.00	23%
Grant Administration	Adm/coordination	\$25,099.25	\$52,000.00	48%
Local Match	cash/landowner/in-kind	\$12,423.01	\$125,500.00	10%
Federal Match	cash/landowner/in-kind	\$0.00	\$20,000.00	0%

Awarded: \$ 1,328,658.00

\$155,924.03 WBIF SPENT

\$12,423.01 WBIF MATCH SPENT

\$ 168,347.04

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 9: Native Shoreline cost share outcome

Information Item

Meeting Date: 5/1/2024

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Presentation on the FY23 WBIF native shoreline cost share.

SUMMARY:

The CRWJPO set aside \$20,000 in FY23 funds for native shoreline plantings. Each contract is an incentive payment of \$500 to put 150 square feet into natives. The first funding period ran until March 29th and 7 contracts were implemented from that. There has been interest since then and the funding period will stay open until all of the money is spent.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 10: 2024 Webinar Series

Information Item

Meeting Date: 5/1/2024

Prepared by: Emmie Scheffler, Administrator

PURPOSE/ACTION REQUESTED: Presentation on the webinar series.

SUMMARY:

The CRWJPO hosted 6 webinars from October 2023 to March 2024. These were hosted with the University of Minnesota Extension. Teresa DeMars was in charge of this effort but could not attend today. Emmie Scheffler will be presenting on her behalf.

Supporting Documents:

None.