

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

April 7th, 2021 at 9am

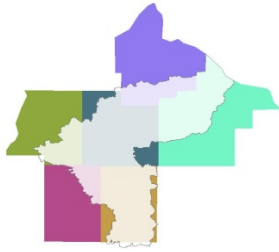
<https://zoom.us/j/93749770931?pwd=VW4wOC9PY21wRENBRnFaN0d3Q3IvQT09>

Meeting ID: 937 4977 0931

Passcode: 752999

Call In: +1 312 626 6799 US (Chicago)

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Joint Powers Board Minutes of January 6th, 2021 Meeting
4. Financial Summary
5. Signature Authority for CRWJPB Treasurer
6. Audit
7. Alternate Board Members Assignment
8. Legal Contract with Rice County Attorney Office
9. Bylaws
10. Operating rules
11. Election of Executive Committee Members
12. Scheduling of Executive committee meeting
13. Contract docket
14. Dues 2022
15. Ethics, Conduct and Conflict of Interest for CRWJPB Members
16. Adjourn



Cannon River Watershed Joint Powers Board

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**Draft Minutes
CRWJPB Meeting
January 6th, 2021
Zoom Online Video Platform**

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

Also in Attendance: Brad Behrens (Rice County staff), Haley Byron (Waseca County staff), Ashley Gallagher (Dakota SWCD staff), Holly Kalbus (Le Sueur County staff), Beau Kennedy (Goodhue SWCD staff), Steve Pahs (Rice SWCD staff), Emmie Peters (Rice SWCD staff), Mike Schultz (Le Sueur SWCD staff), Sue Erpanbach (Rice SWCD staff), Brad Becker (Dakota County staff), Jennifer Mocol-Johnson (BWSR), Mark Schaezke (Waseca SWCD staff), Brian Watson (Dakota SWCD staff), Dan Kuhns (Steele County staff), Eric Gulbransen (Steele SWCD staff), Kristi Pursell (CRWP staff)

1. Call to Order

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

2. Election of Officers

**Motion by Anderson, second by Gnemi to nominate Steven Rohlring as chair.
Motion carried.**

**Motion by Gnemi, second by Hansen to nominate Brad Anderson as vice chair.
Motion carried.**

**Motion by Gnemi, second by Anderson to nominate Richard Cook as treasurer.
Motion carried.**

**Motion by Gnemi, second by Anderson to nominate Galen Malecha as secretary.
Motion carried.**

3. Approval of Agenda

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

4. Approval of Joint Powers Board Minutes of October 7th, 2020 Meeting

Motion by Anderson, second by Gnemi to approve the minutes of the October 7th, 2020 Cannon River Watershed Joint Powers Board meeting. Motion carried.

5. Financial Summary

There was an updated financial summary sent out the day before the meeting. There was an addition of interest added to the bank account.

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

6. Discussion of Dues for 2021

This item was revisited since the item was added to the October 7th board meeting during the meeting. Discussion was opened up for all members to voice opinions on due rates. There were no further comments on rates. Suggestion to staff was to have it on the agenda in July, and also October, every year.

7. Approve Budget for 2021

The budget created by staff was presented to the board. The balance at the end of the year is \$22,361, and this budget included three different funding sources.

Motion by Malecha, second by Anderson to approve the budget as presented. Motion carried.

8. Addition of board items discussion

Discussion was around the procedure of adding items to the agenda. Due to infrequency of how often the board meets, members would like items to be able to be added during the meeting. Recommendation is to make sure each entity ensures they have a member attend each meeting.

9. Subcontracting contracts- services on retainer

With implementation is beginning, services will be needed. Recommendation from the board is for staff to go through each item/service needed to present to the board the next meeting what items would need retainer and which items would be fine with single service contracts.

10. Contract with CRWP

Staff recommends portions of the implementation plan be contracted to Cannon River Watershed Partnership. This contract would be for one year of service. The current presented contract needs a few elaborations on the deliverables and review of contract by Rice County Attorney.

Motion by Cook, second by Gnemi to approve the contract services with CRWP as presented. Motion carried.

11. Retainer of lawyer- bids

Board members would like to keep services in house, due to costs and familiarity with the JPB.

Motion be Malecha, second by Anderson to keep Rice County as the legal provider to CRWJPB. Motion carried.

12. Reimbursement to members

Bills were presented from Dakota SWCD and Rice SWCD for reimbursement for work related to the roles approved by the board. Dakota SWCD is looking for a reimbursement of \$2,379.85 and Rice SWCD for \$7,842.31.

Motion be Hedeem, second by Gnemi to approve payment of the bills submitted by Rice SWCD and Dakota SWCD. Motion carried.

13. Discussion of Organizational Policy/ By-laws

BWSR worries about having just operational policy and not by-laws since the plan and the joint powers agreement states by-laws. The recommendation of staff is to have both to make BWSR happy and to have one document for all other information. The recommendation of the board is for staff to have very minimal by-laws.

14. Cannon One Watershed One Plan Implementation Grant execution

The Cannon One Watershed One Plan Implementation Grant is close to being executed. BWSR is needing a few more documents before this can happen. Recommendation to the board from staff is to give signature authority to Steve Pahs once the execution agreement is received to keep the process moving forward.

Motion be Hedeem, second by Anderson to give signature authority to Steve Pahs to sign the Cannon One Watershed One Plan Implementation Grant once it is received.. Motion carried.

15. MCIT 2021 Invoice

MCIT invoice for 2021 insurance is \$2,563.

Motion be Malecha, second by Anderson to approve the MCIT 2021 invoice. Motion carried.

16. Discussion of 2021 meeting schedule and location

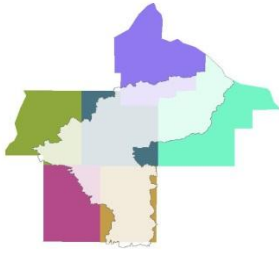
The board recommendation is to continue on Zoom and make a decision on a meeting-by-meeting basis. The first Wednesday of January, April, July, and October was in agreement to work for all entities. An executive committee will meet between meetings and further policies on this will be put in place.

17. Adjourn

Motion by Christopherson, second by Gnemi to adjourn the meeting. Motion carried. Meeting adjourned at 10:37 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.

1ST QUARTER 2021 FINANCIAL REPORT:

FINANCIAL SUMMARY 01/31/2021

Balance Forward		\$48,512.10
REVENUE		
	Revenue total	\$0.00
EXPENDITURES		
MCIT	ck#5004	\$2,563.00
Dakota SWCD	ck#5003	\$2,379.85
Rice SWCD	ck#5005	\$7,842.31
	Expenditure Total	\$12,785.16
Ending Balance		\$35,726.94

FINANCIAL SUMMARY 02/28/2021

Balance Forward		\$35,726.94
REVENUE		
Belle Creek WS District	2021 Dues	\$500.00
Goodhue County	2021 Dues	\$5,000.00
Le Sueur County	2021 Dues	\$3,500.00
BWSR - MMB	1st Installment	\$514,329.00
Steele County SWCD	2021 Dues	\$5,000.00
Goodhue County SWCD	2021 Dues	\$5,000.00
Rice SWCD	2021 Dues	\$5,000.00
Rice County	2021 Dues	\$5,000.00
Waseca SWCD	2021 Dues	\$2,000.00
Le Sueur SWCD	2021 Dues	\$3,500.00
Waseca County	2021 Dues	\$2,000.00
	Revenue total	\$550,829.00
EXPENDITURES		
	Expenditure Total	\$0.00
Ending Balance		\$586,555.94

FINANCIAL SUMMARY 03/31/2021

Balance Forward		\$586,555.94
REVENUE		
Steele County	2021 Dues	\$5,000.00
Dakota SWCD	2021 Dues	\$3,500.00
	Revenue total	\$8,500.00
EXPENDITURES		
	Expenditure Total	\$0.00
Ending Balance		\$595,055.94

The March Bank Statement is not available at this time.

Quick books quarterly reports:

Open Invoices:

Cannon River Watershed Joint Powers Board

Open Invoices

As of March 23, 2021

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Dakota County Invoice	01/19/2021	2			01/19/2021	63	3,500.00
Total Dakota County							3,500.00
North Cannon River WMO Invoice	01/19/2021	8			01/19/2021	63	500.00
Total North Cannon River WMO							500.00
TOTAL							4,000.00

Quarterly Profit and Loss report:

Cannon River Watershed Joint Powers Board
Profit & Loss
 January through March 2021

	Jan - Mar 21
Ordinary Income/Expense	
Income	
Inter Govern Rev State	
Cannon 1W1P	49,000.00
Total Inter Govern Rev State	49,000.00
Total Income	49,000.00
Expense	
Insurance Expense	2,563.00
State Project Expenses	
State Project Exp - Canon 1W1P	
State Project Exp - Admin	8,251.35
State Project Exp - AIM	743.70
State Project Exp - TACS	1,227.11
Total State Project Exp - Canon 1W1P	10,222.16
Total State Project Expenses	10,222.16
Total Expense	12,785.16
Net Ordinary Income	36,214.84
Net Income	36,214.84

Quarterly balance sheet:

Cannon River Watershed Joint Powers Board
Balance Sheet
 As of March 31, 2021

	Mar 31, 21
ASSETS	
Current Assets	
Checking/Savings	
Reliance Bank Checking	2,690.05
Reliance Bank Savings	592,365.89
Total Checking/Savings	595,055.94
Accounts Receivable	
Accounts Receivable	4,000.00
Total Accounts Receivable	4,000.00
Total Current Assets	599,055.94
TOTAL ASSETS	599,055.94
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Unearned Revenue	
Unearned Rev - Cannon 1W1P	514,329.00
Total Unearned Revenue	514,329.00
Total Other Current Liabilities	514,329.00
Total Current Liabilities	514,329.00
Total Liabilities	514,329.00
Equity	
Unrestricted Net Assets	48,512.10
Net Income	36,214.84
Total Equity	84,726.94
TOTAL LIABILITIES & EQUITY	599,055.94

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 5: Signature Authority for CRWJPB Treasurer

Request for Action

Meeting Date: 4/7/2021

Prepared by: Steve Pahs, Rice SWCD

PURPOSE/ACTION REQUESTED: Approval of adding CRWJPB Treasurer to the CRWJPB bank account for signature authority.

SUMMARY: A motion is needed for bank signature authority is needed to add the CRWJPB Treasurer, Richard Cook, to the CRWJPB bank account at Reliance Bank in Faribault, MN.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 6: Audit

Request for Action

Meeting Date: 4/7/2021

Prepared by: Steve Pahs, Rice SWCD

PURPOSE/ACTION REQUESTED: A motion is needed to authorize Rice SWCD staff to hire an accountant to write an unaudited financial statement for the year ending December 31, 2020. Rice SWCD is working to prepare this statement, but if it is determined that an accountant must complete the work, the JPB would need to hire one at an estimated \$900 to \$1000. In the event that an accountant is needed, we would hire Peterson Company LTD, as they are very familiar with SWCD's and Joint Powers Boards.

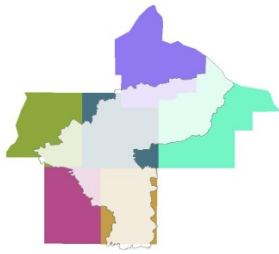
SUMMARY: The Office of the State Auditor contacted Rice SWCD requesting information regarding the Cannon River Joint Powers Board. Information was submitted along with the Joint Powers Agreement. The Office of the State Auditor has determined that the Cannon River Joint Powers Board is considered a special district and therefore subject to submitting annual financial statements and annual audits.

The revenue threshold is \$230,000. For the period from June 2019 thru December 2020, the annual revenue was \$49,000.00. Therefore, an unaudited financial statement is due to the State Auditor's Office by June 30, 2021.

The CRWJPB will require an annual audit beginning with calendar year 2021, as we received the grant money in February 2021.

Supporting Documents:

Email communication from the Office of the State Auditor



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.

Email from the Office of the Minnesota State Auditor:

On March 3, 2021, the following email was received:

We have been notified that the Cannon River Watershed Joint Powers Board may be considered a special district and we require some additional information. Please complete the attached checklist and email back to us, along any Joint Powers Agreement and/or Bylaws.

Thank you, in advance, for your assistance.

Sincerely,

Tiffany O'Neil, Accounting Officer
Office of the State Auditor - Government Information Division gid@osa.state.mn.us
651-297-3682

The referenced checklist was completed by Steve Pahs and returned, as requested. A copy of the Joint Powers Agreement was also submitted. They have requested a copy of the By-Laws when those are approved as well.

On March 5, 2021, the following email was received:

Dear Mr. Pahs,

The Office of the State Auditor (OSA) recently received information indicating that the Cannon River Watershed Joint Powers Board may be a Special District under Minn. Stat. §§ 6.74 and 6.756. The OSA contacted your entity, received certain documents, and determined based upon the documents provided that your entity is considered a Special District.

“Special District” means a public entity with a special or limited purpose, financed by property tax revenues or other public funds, that is not included in a city, county, or town financial report as a component of that local government, that is created or authorized by law, and that is governed by:

- 1) Person directly elected to the governing board of the district;
- 2) Persons appointed to the governing board of the district by local elected officials;
- 3) Local elected officials who serve on the board by virtue of their elected office, or
- 4) A combination of these methods of selection.

Special District includes special taxing districts listed in Minn. Stat. § 275.066.

Special Districts are required to report their financial activities annually to the OSA under Minn. Stat. §§ 6.74 and 6.756. This information is due in our office 180 days after the close of the fiscal year. NOTE: Special districts are required to annually file both an Annual Financial Reporting Form and financial statements or audit with the Office of the State Auditor.

Special Districts with total annual revenue at or equal to \$230,000 for year ending September 30, 2019 through June 30, 2020 must provide an annual audit. If annual revenues are below the threshold noted, the Special District must have an annual audit or agreed upon procedures engagement once every five years.

Please note that if your entity has any expenditures relating to lobbyists and/ or lobbying associations, it must also report to the OSA according to Minn. Stat. § 6.76 (a) On or before January 31 of each year, on forms prescribed by the OSA, its estimated expenditures paid for the previous calendar year to a lobbyist as defined in Minn. Stat. § 10A.01, subdivision 21, except payments to associations of political subdivisions that are reported under paragraph (b), and to any staff person not registered as a lobbyist, over 25 percent of whose time is spent during the legislative session on legislative matters.

Reporting to the OSA

The Office of the State Auditor is now asking all Special Districts to submit financial information (Annual Financial Reporting Form, Financial Statements, and Lobbying Information) electronically through our State Auditors Form Entry System (SAFES). In order to access SAFES, at least one person must be designated as the form preparer. Please send an email to SAFES@osa.state.mn.us with the form preparer name, title, business mailing address, business email address, and business phone number and the OSA will set the form preparer up with access to SAFES as well as provide a link to SAFES.

If you have information that the entity is not a Special District under Minnesota law, please contact Mr. Mark Kerr in our Legal Division at 651-296-4717 or by email at Mark.Kerr@osa.state.mn.us.

If you have any questions concerning the preparation of the forms, please contact OSA Analysts at GID.OSA@osa.state.mn.us or 651-297-3682.

Thank you.

Sincerely,

Kathy Docter, CPA, CFE
Director
Government Information Division
Office of the State Auditor

On March 10, 2021, we responded with the following clarification:

It is our understanding that the Cannon River Watershed Joint Powers Board does not need an audit at this time.

Between October 2019 and December 2020, the Joint Powers Board received \$49,000.00 in annual revenue.

They responded with this email:

If the district is under the threshold, then unaudited financial statements and the Local Government Reporting form would need to be submitted. The district would be subject to an audit or Agreed Upon Procedures engagement every five years. Please let us know if you have any additional questions.

Sincerely,

Erin St.Cyr, Accounting Officer
Office of the State Auditor - Government Information Division gid@osa.state.mn.us

-----Original Message-----

From: GID OSA <GID.OSA@osa.state.mn.us>
Sent: Tuesday, March 09, 2021 3:05 PM
To: Sue Erpenbach <Sue.Erpenbach@riceswcd.org>
Subject: RE: Cannon River Watershed Joint Powers Board

If Cannon River Watershed Joint Powers Board had a revenue threshold of over \$233,000 then an audit would need to be submitted for the 2020 reporting year. Per the checklist that was submitted to us, it looks like Cannon River Watershed Joint Powers Board would be subject to submitting an audit. This information would be due 180 days after the fiscal year end., along with the Local Government Financial Reporting Form, which is found in SAFES. **The 2020 year end information would be due 6/30/2021.**

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 7: Alternate Board Members Assignment

Request for Action

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD

PURPOSE/ACTION REQUESTED: Approval of alternate board members as those who are designated and approved by local governing boards.

SUMMARY: The proposal to the board by staff is to have an assigned alternate board member appointed by their local governing board. The alternate board member should be assigned at the beginning of each year. A motion is needed to approve that each CRWJPB member needs to have an assigned alternate member at the beginning of each calendar year along with the primary board member.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 8: Legal Contract with Rice County Attorney Office

Request for Action

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD

PURPOSE/ACTION REQUESTED: Approval of an agreement for legal services between the Rice County Attorney Office and Cannon River Watershed Joint Powers Board.

SUMMARY: Rice County has been providing legal services to the CRWJPB during the planning and implementation processes. There has not been a contract up to this point. Currently, items that are needed for legal services are contracts for implementation practices. The agreement for legal services would be examined every January. A motion is needed for approval of an agreement for legal services for Rice County to continue providing legal services.

Supporting Documents:
Agreement Legal Services

AGREEMENT LEGAL SERVICES

This is an Agreement between the County of Rice, through the Rice County Attorney's Office, (hereinafter referred to as the "County"), and the Cannon River Watershed Joint Powers Board (hereinafter referred to as the "CRWJPB"), collectively known as the "parties."

WHEREAS, the parties to this Agreement are interested in contracting for the performance by the County for legal services through the Rice County Attorney's Office; and

WHEREAS, the Rice County Attorney is agreeable to provide legal services consistent with the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, this contract is authorized by Minnesota Statute §471.59.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and the CRWJPB agree as follows:

I. RECITALS

- A. The Recitals stated above are incorporated into this Agreement as if stated herein.

II. AUTHORITY.

- A. Minnesota Statutes §471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties or provide for the exercise of such powers by one of the participating governmental units on behalf of the other participating unit.

III. PURPOSE

- A. Provide for legal services to the Cannon River Watershed Joint Power Board.

IV. SCOPE OF SERVICES

- A. The Rice County Attorney's Office shall provide for legal services to the Cannon River Watershed Joint Powers Board.
- B. The manner and standards of performance, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County.
- C. To facilitate the County's performance pursuant to this Agreement, the CRWJPB agrees that the County shall have full cooperation and assistance from the CRWJPB.
- D. The County shall furnish and supply all necessary labor, training, supervision, equipment, facilities, transcription services and supplies necessary to provide services pursuant to this Agreement.

V. MUTUAL INDEMNIFICATION

- A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. It is further understood that Minnesota 471.59, subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

VI. INDEPENDENT CONTRACTOR

- A. That at all times and for all purposes hereunder, the County shall be an independent contractor and is not an employee of the Cannon River Watershed Joint Powers Board for any purpose. No statement contained in this Agreement shall be construed so as to find County to be an employee of the CRWJPB, and County shall not be entitled to any of the rights, privileges, or benefits that may arise from employment with CRWJPB.

VII. TERM OF AGREEMENT/TERMINATION

- A. This Agreement shall become effective and commence on the date of the last signature affixed herein and shall be in effect until December 31, 2021 whereupon this Agreement shall terminate upon its own accord without any action by any party, unless renewed by separate agreement.
- B. Either party may terminate this Agreement by notifying the County or CRWJPB in writing of their intent to terminate the agreement by giving written notice. This notice shall be effective 30 days following notice being given, unless the parties mutually agree in writing to a different time period.
- C. Notice to the County shall be given to the Rice County Attorney by email and Notice to the CRWJPB chairperson via email.
- D. Nothing contained herein shall limit a party's rights at law or in equity to enforce the terms of this Contract, including the right to seek specific performance.

VIII. PAYMENT

- A. The CRWJPB agrees to pay the Rice County Attorney's Office a total hourly rate of \$86.49 for the services provided herein for the term of this Agreement.
- B. The CRWJPB meets quarterly. The County shall provide an invoice for services provided pursuant to this agreement prior to each quarterly meeting. Payment shall be made in the month following each CRWJPB quarterly meeting.
- C. Time accounting shall be provided to the CRWJPB for each month services are provided. The accounting shall identify the issue worked addressed for

the CRWJPB and the amount of time on spent that particular issue and the date the work was done. The time accounting shall be provided by email to an agent of the CRWJPB.

IX. GENERAL PROVISIONS

- A. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.
- B. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the CRWJPB and attached to the original of this Agreement.
- C. This agreement shall be interpreted under the laws of the State of Minnesota.
- D. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- E. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- F. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the dates below written.

COUNTY OF RICE, MINNESOTA

Dated: _____

By: _____
John L. Fossum
Rice County Attorney

**CANNON RIVER WATERSHED JOINT
POWERS BOARD**

Dated: _____

By: _____
Chairperson

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 9: Adoption of Cannon River Watershed Joint Powers Board Bylaws

Request for Action

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD and Brian Watson, Dakota SWCD

PURPOSE/ACTION REQUESTED: Approval of the Cannon River Watershed Joint Powers Board Bylaws as presented in the packet.

SUMMARY: The CRWJPB has currently been operating without bylaws. Bylaws would help establish procedure for the board. These bylaws would be changed only when needed. A motion is needed for the CRWJPB to adopt the bylaws as presented to them in the board packet.

Supporting Documents:
Draft CRWJPB Bylaws

Cannon River Watershed Joint Powers Board Bylaws

Article I. Authority and Name of Organization

The Bylaws are adopted pursuant to Section III, Paragraph D of the Joint Powers Agreement establishing the Cannon River Watershed Joint Powers Board.

The name of this joint power's entity developed through a joint powers agreement for managing the Cannon River Watershed shall be the Cannon River Watershed Joint Powers Board (CRWJPB), acting on behalf of the Cannon River Watershed Joint Power's Organization (CRWJPO).

Article II. Definitions

These terms shall have the following meanings unless the context in which they are used clearly indicates a different meaning:

“Agreement” means the Joint Powers Agreement establishing the Cannon River Watershed Joint Powers Board.

“Board” means the Cannon River Watershed Joint Powers Board (CRWJPB), which is the governing body of the CRWJPO.

“Member” means a signatory to the Agreement.

“Representative” means a person assigned by a Member to serve as the Member's representative to the CRWJPB.

Article III. Purpose, Mission, and Vision

Purpose: Develop policies and projects cooperatively to achieve watershed plan goals and establish methods for measuring results over time.

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

Vision: Ensure land and water stewardship within the Cannon River Watershed reflects the diversity of our landscapes and provides opportunities for future generations.

Article IV. Member Voting

Each Member shall appoint one primary representative from its respective Board to serve as the voting representative to the CRWJPB. Each Member may also appoint an alternate representative. All representatives, whether primary or alternate, must be current members of the respective Board and must be appointed by the respective Boards. Each Member shall have one vote. All votes must be made in person. Member representatives shall be appointed for a two-year term and may serve successive terms. Terms will begin January 1 of even numbered years.

Article V. Board Meetings

Regular meetings of the Board shall be held at such time as designated by the Board. All regular meetings of the Board will be held at a Rice County Government Services Building. The Board, at its own discretion, may change the location. Meeting notices shall be posted and published in compliance with the Minnesota Open Meeting Law. The first meeting of each calendar year shall be considered an

Annual meeting and include the election of officers. Special meetings may be called by the Chair or Vice Chair, or upon the written request of three Members either through their representatives or their respective boards. A minimum of two meetings will be held each calendar year. A quorum shall be a simple majority of the Members.

Article VI. Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with law, the Agreement or these bylaws.

Article VII. Officers

The officers of the Board shall be a Chair, Vice Chair, a Secretary, and a Treasurer. Officers shall be selected by majority vote. The terms of office shall be one year. The Board may select the same officers to unlimited consecutive one-year terms. Member staff may support the duties of the elected officers.

Article VIII. Powers and Duties of Officers

The Chair shall preside at meetings of the CRWJPB. The Vice Chair serves in absence of the Chair. If a vacancy in the Chair position occurs, the Vice Chair will succeed to the office and an election for a new Vice Chair will be held at the next meeting. If a vacancy in either the Secretary or Treasurer position occurs, the Chair may either call for an election at the next meeting or appoint an officer to serve until the next election takes place.

Article IX. Committees

Executive Committee: The Board shall create an Executive Committee comprised of the Chair, Vice Chair, Treasurer and Secretary and two Board members at large. In appointing members, the Board will endeavor to have the Executive Committee be represented by each of the six counties within its organizational boundaries and be comprised equally of County Commissioners and Soil and Water Conservation District Supervisors.

Standing Committees: Standing committees needed for a specific time, specific purpose, or to address ongoing issues and concerns may be established by the Chair or by a majority vote of the CRWJPB. Standing Committees shall meet at such times as necessary to carry out the business of such committee. Assignments to each committee shall be determined at the annual meeting of the Board.

Article X. Dues

Dues will be made part of the annual budget process and shall be consistent with the Agreement. For the purposes of dues and financial reports, the fiscal year shall be the calendar year.

Article XI. Compensation

Member representatives shall not receive compensation from the CRWJPO, unless specifically described in an agreement with the CRWJPB.

Article XII. Agreements

The CRWJPB may enter into agreements with Members, agencies, individuals, or private firms for administrative, technical, educational, fiscal, or legal services. The CRWJPB may approve any contract consistent with goals of the CRWJPB and may authorize its chair to execute these contracts.

Article XIII. Amendments

The CRWJPB may amend these bylaws by super majority vote of 75 percent of those voting Members in attendance provided the amendment has been submitted in writing and provided to each Member representative 30 days in advance.

Article XIV. Effective Date

These bylaws shall take effect immediately on approval by the CRWJPB.

Date Approved: _____

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 10: Adoption of CRWJPB Operating Rules

Request for Action

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD and Brian Watson, Dakota SWCD

PURPOSE/ACTION REQUESTED: To accept the Cannon River Watershed Joint Powers Board Operating Rules presented in the packet.

SUMMARY: 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 First Meeting each year. The purpose of these rules is that any new members will be able to look at them and understand how the CRWJPB operates. A motion is needed to approved the operating rules as attached in the board packet.

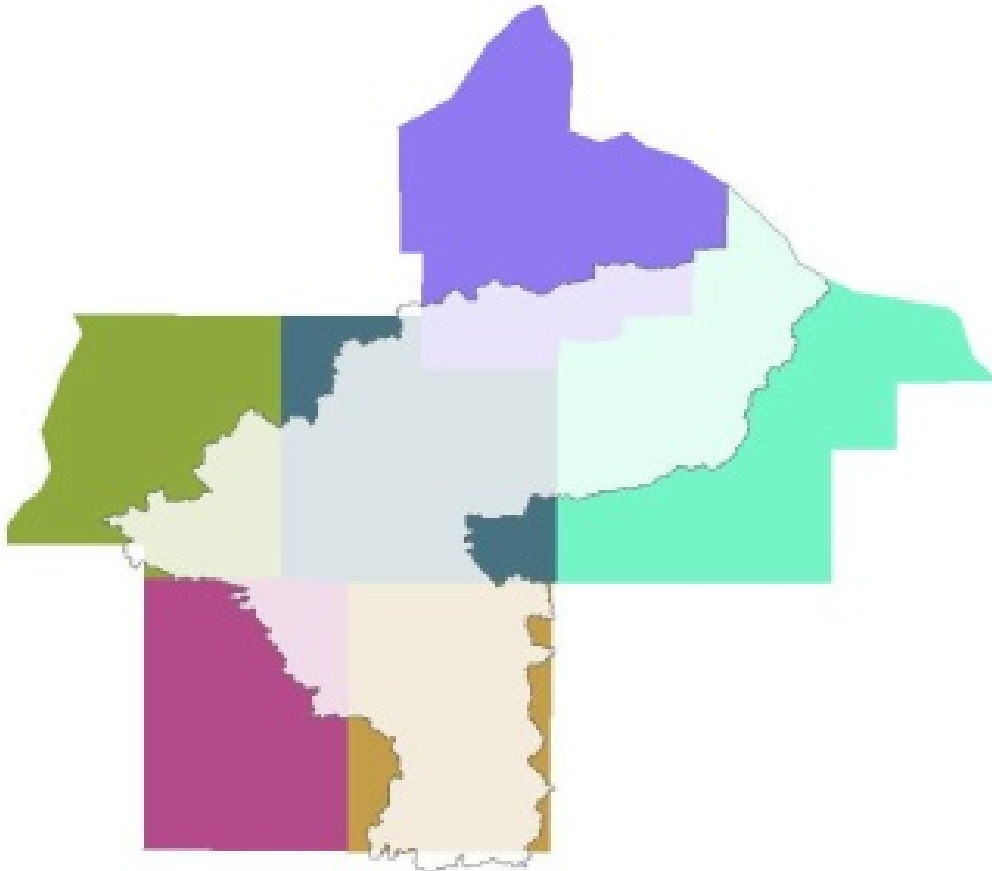
Supporting Documents:

Draft CRWJPB Operating Rules

Cannon River Watershed Joint Powers Organization

Operating Rules

2021



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 Peters
c/o Rice Soil and Water Conservation District
1810 30th Street NW
Faribault, MN 55021
(507) 332-5408
emmie.peters@riceswcd.org

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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.

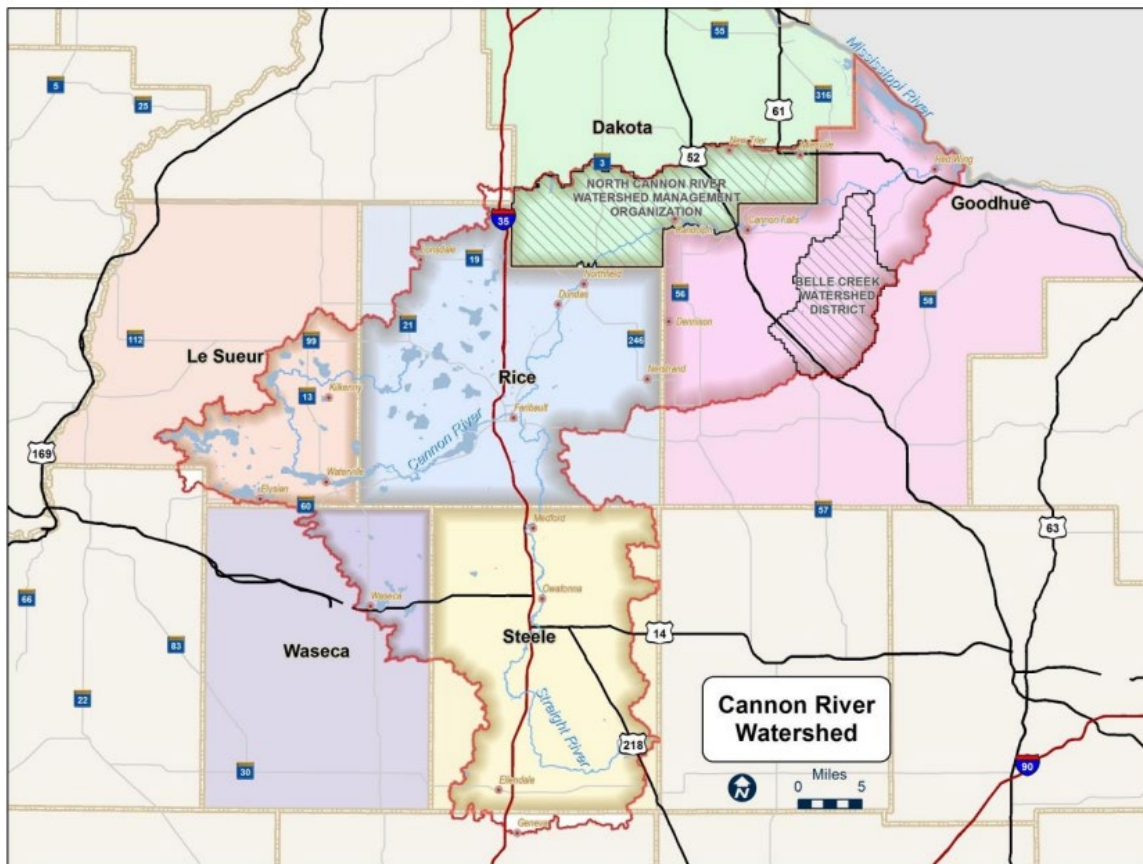


Figure 1 - Map of Cannon River Watershed Planning Area

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 states 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 2021 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	TBD (April CRWJPB Meeting)
Member	TBD (April CRWJPB Meeting)

c. Standing Committees

There are no Standing Committees for 2021 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 two-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 Peters, Rice SWCD
(507) 332-5408
emmie.Peters@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)
Emmie Peters, Rice SWCD
(507) 332-5408
emmie.Peters@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 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.

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 2021 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 Rice County Attorney's Office in 2021.

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. No audits will be required in 2021.

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. Member staff will be developing a records retention schedule in 2021.

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 2021 financial depository for the CRWJPO will be Reliance Bank Faribault, Minnesota

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 11: Election of Two Executive Committee Members

Request for Action

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD

PURPOSE/ACTION REQUESTED: Election of Two Executive Committee Members.

SUMMARY: The By-Laws and Operating Rules established an Executive Committee. Two members are needed to fill the last of the six spots. An election is needed for filling these spots.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 12: Scheduling of Executive Committee Meeting

Information Item

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD

PURPOSE/ACTION REQUESTED: Discussion of when the executive committee will first meet between the April and July meeting.

SUMMARY: The CRWJPB will have items that are needing approval before the July 2021 meeting. Discussion is needed on when the executive committee would like to meet in the month/s of May and June.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 13: Contract Docket

Request for Action

Meeting Date: 4/7/2021

Presented By: Ashley Gallagher, Dakota County SWCD

PURPOSE/ACTION REQUESTED:

Authorize the Executive Committee to approve contracts for the following activities and not to exceed amounts:

- Shoreline survey on Lower Sakatah Lake \$10,000
- Lake management plans for Cedar and Fox Lakes \$20,000
- PTMapp terrain analysis for Straight River and Mississippi River Direct Drainage Area \$55,000

SUMMARY:

The attached 2021 Services Analysis Table provides a summary of anticipated services needed from contractors for the calendar year. Some of the listed contracts or joint powers agreements have already been approved and executed.

The three activities listed above are within the approved grant workplan and should be started to meet milestones and deadlines. Staff recommends authorizing the Executive Committee to approve and execute contracts on behalf of the CRWJPB for the three activities listed above. An alternative option would be to hold monthly or additional CRWJPB meetings to obtain authorization to execute these contracts.

Staff is also proposing to discuss ideas with the Executive Committee and generate a recommendation for adopting contract policy. Contract policy might consider setting thresholds for when a Request for Proposal is needed or establish a list of service providers based upon a Request for Qualifications. Adopted contract policy could be incorporated into the next version of the Operating Rules.

The Rice County Attorney has provided guidance on contracting law that would apply to the CRWJPB. The memo is attached. The recommended Board action would be in compliance with contracting law as available funds for each of the three activities listed is well below the \$175,000 threshold for requiring a competitive bid process.

Supporting Documents:

2021 Services Analysis Table

March 22, 2021 Memo from Rice County Attorney



ATTORNEY

218 Third St NW · Faribault, MN 55021-2000
(507) 332-6103 · Fax: (507) 332-6175

Memo

TO: Ashely Gallagher, Dakota County SWCD
FROM: Terence Swihart, Chief Assistant County Attorney
DATE: March 22, 2021
RE: Cannon River Watershed Joint Powers Contracting

Minnesota statute §471.345 is the uniform municipal contracting law and requires a municipality to use the competitive bidding process for certain contracts estimated to exceed a dollar threshold. A municipality is defined as a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts. The joint powers board is comprised of counties as well as soil and water conservation districts. A county is clearly subject to contracting law. Soil and Water Conservation Districts are political subdivisions of the state and are therefore equally subject to contracting law.

The competitive bidding law also applies to:

1. the sale or purchase of supplies, materials, equipment or the rental thereof, or
2. the construction, alteration, repair or maintenance of real or personal property.

Contracts over \$175,000. Minn. Stat. §471.345, subd. 3. Competitive bidding is required.

If the amount of the contract is estimated to exceed \$175,000, sealed bids must be solicited by public notice. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply. Those provisions for ditch repair and maintenance are specific to a drainage authority.

Contract over \$25,000, but not more than \$175,000. Minn. Stat. §471.345, subd. 4.

If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Contracts less than \$25,000. Minn. Stat. §471.345, subd. 4.

If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt.

Based on Minn. Stat. §471.345, the following table provides guidance regarding what action should occur depending on the contract amount:

Contract Amount	Action
\$175,000 and over	Request for bids required. Board action.
\$25,000 - \$174,999	Request for bids optional. Direct negotiation possible. Board action.
\$24,999 or less	RFP/RFQ optional. Open market possible. Board action.

If the CRWJPB chooses to use the competitive bidding process, it should comply with the requirements of this process even though it was not originally required.

Notably, the statute above refers to “bids,” which is different than a request for proposal. A bid is used to obtain sealed bids that indicate the price for which a bidder is willing to perform a contract that was specifically defined by the entity. An RFP broadly defines the scope of the contract, and asks interested persons for proposals that specifically define the services that will be offered and the amount they will cost. RFPs are commonly used for contracts that are not required to be competitively bid, such as contracts for professional services.

An exception to the competitive bidding applies when contracting for professional services such as those provided by doctors, engineers, lawyers, architects, accountants, as well as other services requiring technical, scientific, or professional training.

Therefore, when an engineer firm is sought to provide services, the services that require technical, scientific, or professional training are not subject to competitive bidding. Assuming a “Qualified Consultant” is a firm or person that provides, professional services, a list may be maintained and referred to for projects that require technical, scientific, or professional training.

However, if the engineering firm is being used for some other purpose that does not involve technical, scientific, or professional training, competitive bidding must be used.

Furthermore, as noted above, competitive bidding applies to the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property. If the contract does not fall within one of the preceding categories, competitive bidding is not necessary. A best practice, however, is to assume every contract is subject to the bidding laws and proceed consistent with the process related to the contract value.

2021 Services Analysis Table

Service	Funding Source/Estimate	Responsible Authority	Contractor	Liaison	Timeline	Executed
Administration Roles	\$47,700 Annual from Grant \$17,300 Annual from Dues	CRWJPB	Rice and Dakota SWCDs	CRWJPB	Thru end of 2022	JPA (Yes)
Education and Outreach	\$13,000 from Grant \$10,000 from Dues	CRWJPB	Cannon River Watershed Partnership	Rice SWCD as E & O Role	Thru end of 2021	Contract (Yes)
Legal	\$6,000 As Needed Grant/Dues	CRWJPB	TBD	Rice SWCD as Administrator	TBD – No date	JPA (No)
Shoreline Survey – Lower Sakatah Lake	\$10,000 from Grant	CRWJPB	TBD	Dakota SWCD as TACS Role	TBD – Need a full growing season, 1 year	Contract (No)
Lake Management Plans – Cedar and Fox Lakes	\$20,000 from Dues	CRWJPB	TBD	Dakota SWCD as TACS Role	TBD – Approximately a year, more if contracted for data collection	Contract (No)
PTMapp – Straight River and Mississippi River Direct DA	\$55,000 from Grant	CRWJPB	TBD	Dakota SWCD as TACS Role	TBD- Approximately 6 months	Contract (No)
Septic Inventory – Volney-Gorman Lakes	\$120,000 from Grant	Le Sueur County	TBD	Le Sueur County as Member	TBD- Approximately 2 years	Contract (No)

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 14: Dues 2022

Information Item

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD

PURPOSE/ACTION REQUESTED: Discussion of the dues for 2022.

SUMMARY: The CRWJPB dues for 2020 and 2021 were the following:

Tier 1 Memberships: \$5,000

Tier 2 Memberships: \$3,500

Tier 3 Memberships: \$2,000

Tier 4 Memberships: \$500

Membership dues for 2022 will not be voted on until the July 2021 meeting. The discussion today is for members to determine what rate they will want for 2022 to bring back to their local boards for discussion before a final decision is made.

Supporting Documents:

None.

**CANNON RIVER WATERSHED
JOINT POWERS BOARD**

Agenda Item 15: Ethics, Conduct and Conflict of Interest for CRWJPB Members

Request for Action

Meeting Date: 4/7/2021

Prepared by: Emmie Peters, Rice SWCD

PURPOSE/ACTION REQUESTED: Adoption of an Ethics, Conduct and Conflict of Interest for CRWJPB Members for CRWJPB staff and board members.

SUMMARY: For the year of 2021, staff recommendation is for the CRWJPB to adopt a conflict-of-interest policy for both staff and board members. After 2021, this policy will be incorporated into the CRWJPB Operating rules. A motion is needed to adopt the Ethics, Conduct and Conflict of Interest for CRWJPB Members that is attached in the board packet for 2021 for all CRWJPB board members and supporting staff.

Supporting Documents:

Ethics, Conduct and Conflict of Interest for CRWJPB Members

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: _____