AGENDA

Cannon River One Watershed, One Plan
Policy Committee Meeting

January 23, 2019 – 9:00 a.m.
Rice County Government Center
320 Third Street Northwest Faribault, MN 55021

1. Call to order

2. Approval of agenda

3. Approval of minutes of September 26, 2018 meeting

4. Financial summary and invoices for payment
   Ashley Gallagher, Dakota SWCD

5. Draft Joint Powers Agreement
   Brian Watson, Dakota SWCD

6. Draft Plan
   Camilla Correll, EOR
   A. Overview
   B. Approve for 60-Day Review

7. Schedule
   Ashley Gallagher, Dakota SWCD
   A. Review process and dates
   B. Establish next meeting
   C. Establish Public Hearing

8. Adjourn
Cannon River
One Watershed, One Plan
“Aligning local water planning on major watershed boundaries with state strategies towards prioritized, targeted and measurable implementation plans”

DRAFT Minutes
Policy Committee Meeting
September 26, 2018
Rice County Government Services Building
320 Third St NW, Faribault, MN 55021

Policy Committee Members: Brad Anderson (Goodhue County), Kevin Chamberlain (Dakota SWCD), Richard Cook (Rice SWCD), Cletus Gregor (Le Sueur SWCD), Brian Harguth (Waseca County), James Hedeen (Belle Creek WD), Peg Varien (North Cannon River WMO), Jeff Beckman (Goodhue SWCD), Galen Malecha (Rice County), Mike Slavik (Dakota County), Steven Rohlfing (Le Sueur County).

Also in Attendance: Brad Becker (Dakota County staff), Haley Byron (Waseca County staff), Ashley Gallagher (Dakota SWCD staff), Eric Gulbransen (Steele SWCD staff), Beau Kennedy (Goodhue SWCD staff), Holly Kalbus (Le Sueur County staff), Melissa King (BWSR), Jenny Mocol-Johnson (BWSR), Steve Pahs (Rice SWCD staff), Glen Roberson (Goodhue SWCD staff), Mike Schultz (Le Sueur SWCD staff), Brian Watson (Dakota SWCD staff), Mark Schaetzke (Waseca SWCD staff), Camilla Correll (EOR)

1. Call to Order
   Chair Rohlfing called the meeting to order at 9:10 am.

2. Approval of Agenda
   Motion by Anderson, second by Malecha to approve the agenda. Motion carried.

3. Approval of Minutes
   Motion by Cook, second by Beckman to approve the minutes of the June 27, 2018 Policy Committee meeting. Motion carried.

4. Invoices for Payment
   It was noted that two line items were added, one for the hours of administration that are over the budgeted amount and another for the workplan change that was approved for EOR at the last Policy Committee meeting. A question was asked as to whether we have enough money to address the recent comments and still finish the Plan. It is hoped that there will be adequate funds for completing the plan but we will need to look at utilizing the contingency and shifting between line items.

   Motion by Cook, second by Anderson to recommend approval of invoices for payment. Motion carried.
5. Internal Reviews
Correll presented on the internal reviews that have occurred. Portions of the Draft Plan have been reviewed by the TAG throughout the planning process as the group worked through each stage. More recently the Draft Plan was reviewed by the group July 24th through August 8th. Since that review there have been a number of meetings and conference calls with BWSR to primarily discuss the measureable goals. One conference call specifically addressed the water storage goal requirement; the other conference calls addressed the supporting documentation for the measureable goals.

- Was there duplication in comments received? Not much duplication, but some overlap. It is good to have many people look at the Draft Plan.
- Were BWSR’s comments related to the layout? No, more related to supporting documentation to measurable goals, which is why the ‘Justification for the Goals’ section was added along with pace of progress tables and text. These elements can be used in annual work planning.
- A statement was made that the Policy Committee wants to continue to ensure that comments are heard.
- How was the Watershed Restoration and Protection Strategies (WRAPS) used? The WRAPS report is a precursor to One Watershed, One Plan and was used to generate many of the measurable goals in the Draft Plan. MPCA coordinates the WRAPS however there is local staff involvement.

6. Revised Schedule
Gallagher presented on the revised schedule. The schedule now has the Policy Committee meeting on December 5th with anticipation that a Draft Plan would be approved to go out for 60 day review at this meeting. This is approximately 3 months behind the previous schedule. After the 60 day review, and 90 day review are factored in, the earliest a Plan would be approved by the BWSR Board is summer 2019. The Policy Committee, if they become a Joint Power Board (JPB), will then have 120 days to formally adopt the Plan. If the Policy Committee is not a JPB the Plan will need to be adopted by the full Board of every member.

7. Presentations
Correll provided a presentation on Draft Plan content and navigation of the Draft Plan. A handout on ‘Navigating the Plan’ was also provided. The handout uses one concern as an example in order to show the progression that occurred during planning. Presentation covered the what and where aspect of the Draft Plan, provided a description of the different Tiers for the Priority Issues, and components that are provided for Priority Issue including an issue statement, desired future condition, measurable goal, justification for goals, implementation activities and pace of progress. Comments and questions from the Policy Committee included:

- Questions as to whether other lakes, or lakes that are not listed as priority lakes, would be addressed in the Plan. The planning process requires prioritization however there are some activities that are watershed wide and could benefit other lakes. There is also a section in the Plan for local priorities where other lakes or priorities can be addressed.
- There was a question about cover crop adoption in different counties and whether there has been an increase. Cannon River Watershed Partnership has done some work to track on a county basis. There is also an activity in the Draft Plan that would work in partnership with the University of Minnesota to conduct remote tracking of cover crop implementation.
Is BWSR satisfied with the Draft Plan? We are working towards that. Policy Committee expressed that they want the Plan to remain a local Plan and not just be modified to become what BWSR wants.

Who does assessment? The planning partners do and share this with the Policy Committee.

Will the Implementation Schedule be shifted due to the new approval timeline? Timeline will be monitored and the schedule will be shifted if considered necessary.

A second presentation was provided by local staff. Staff provided a summary on the priority areas and implementation areas within their organization, a snapshot of activities, and strengths that each Member hopes to contribute to the Plan. It was noted at the end that there are also a number of watershed wide activities, many are socioeconomic concerns. Local staffs are excited about working on the Plan Implementation. The planning process has helped set the stage for partnerships that will be needed to implement the Plan.


The goal of this discussion would be to reach consensus for the Draft JPA to be released for legal review by all members. The Rice County attorney is willing to be the point of contact for questions and comments on the Draft JPA. The Draft JPA was updated after the last meeting to incorporate decisions made by the policy committee.

The remaining section requiring discussion was Membership Dues. The Policy Committee had recommended a structure where the counties pay. However, after staff had further discussion, the staff recommendation is to keep all members listed. This would still allow the Policy Committee to determine dues annually, and it could be determined that not everyone needs to pay in a given year based upon project locations or other factors. This option also does not preclude a county from paying for the SWCD, however every county can determine this on their own. It was noted that Dakota County may not participate if only the counties pay. A previous experience with another board with dues ended with mixed results for Dakota County. There was some discussion on Dakota County/NCRWMO and how the metro planning requirements are very confusing, and they do not want to have to pay for multiple plans and pay multiple dues. The goal of the staff recommended tiered approach was to keep the JPA at a higher level, as there may be changes during the 10 years, such as SWCDs securing stable funding.

There was discussion on the decision made at the previous Policy Committee meeting. It was thought that a motion had been made, when it was just a general decision made to guide staff for drafting the JPA. Therefore a formal motion should be made at this Policy Committee meeting.

There was a question as to whether the tiers would cover the administrative costs. It was pointed out that administration is not the sole focus of the membership dues. It takes money for the Board to operate and dues can be used to seek outside grants and other funding sources. BWSR grants allow for some administration costs but there will be outside opportunities to consider as well.

There was still some concern with the watershed district and the watershed management organization being listed, however the fact that the member dues are determined annual by the Board provides more comfort. There was a question as to whether having more members listed
is better for seeking grants. It is unknown if it would have a beneficial impact when seeking grants but it does show more of a team approach. Listing everyone and determining dues annually keeps the conversation open.

**Motion by** Cook, second by Anderson to use the staff recommended tiered approach for membership dues in the Draft JPA. **Motion carried.**

**Motion by** Galen, second by Slavik to send the Draft JPA to each member for legal review. **Motion carried.**

9. **Draft Factsheet and Draft Frequently Asked Questions**

The Draft Factsheet and FAQ were presented at the last Policy Committee meeting. There have been some minor updates based upon guidance from the Policy Committee. These materials would be sent out with the Draft JPA. A comment arose about land use and how this is one of the more effective ways to make change. While the Draft JPA does not support land use authority the planning group recognizes the need for coordination on land use among members and there are activities in the Draft Plan to improve coordination. It was recommended to consider organizing questions by placing those that would be the most common questions at the beginning.

10. **Next Meeting**

December 5th, 2018 at 9:00 am at the Rice County Government Services Building.

11. **Adjourn**

**Motion by** Hedeen, second by Slavik to adjourn the meeting. **Meeting adjourned at 11:00 am.**

Respectfully Submitted,

Galen Malecha, Secretary
Cannon River Watershed 1W1P Policy Committee
## Estimated Revenues

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<td>$117,961.50</td>
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<td>BWSR Grant - Payment 2 (40%)</td>
<td>$94,369.20</td>
<td>$94,369.20</td>
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<td>BWSR Grant - Amendment ⁶</td>
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<td>BWSR Grant - Payment 3 (10%)</td>
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**ESTIMATED REVENUES**

**Original Budget**

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<th>August 3 - November 8</th>
<th>November 9 - January 10</th>
<th>January 11 - April 4</th>
<th>April 5 - June 27</th>
<th>June 28 - September 26</th>
<th>September 27 - January 23</th>
<th>Policy Meeting TBD</th>
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<tr>
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**Estimated Revenues**

- **Original Budget**
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- **September 27 - January 23**
- **Policy Meeting TBD**

### Current Grants Totals

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### Remaining Grants to Original

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### Remaining Grants to Updated

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## Estimated Expenses

### Administration and Grant Reporting

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**Estimated Expenses**

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<tr>
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<tr>
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### Committee, PWG and Consultant Coordination

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<td>Policy Committee, PWG and Stakeholder</td>
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<td>Consultant Coordination</td>
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<td>Meeting Expenses (facilities, materials, food)</td>
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<td>Publication Expenses (notices, invites, etc.)</td>
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<td>Hours Over Original Workplan ³</td>
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### Plan Development (Consultant)

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### Retainage ⁴

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### Notes on Changes

- Shift funds out of admin into coordination
- Use contingency to account for hours of coordination over workplan
- BWSR amendment towards Task 7 ($9,000) and hours over workplan ($3,000)

### Notes on Amendment

- Water storage goal coordination
- BWSR comment coordination
- Additional PWG meeting

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¹ = only actual costs are reimbursed  
² = does not include full contingency  
³ = includes full contingency of $21,448  
⁴ = 10% withheld until deliverables are received  
⁵ = use of contingency funds and BWSR Amendment  
⁶ = pending BWSR approval

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**Actual Expenses**

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<th>2017</th>
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<tr>
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<td>Grant Reporting (eLINK)</td>
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### Total Actual Expenses

- **$226,189.00**

### Balance

- **$82,835.96**

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**Notes on Changes:**
- Shift funds out of admin into coordination
- Use contingency to account for hours of coordination over workplan
- BWSR amendment towards Task 7 ($9,000) and hours over workplan ($3,000)

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**Notes on Amendment:**
- Water storage goal coordination
- BWSR comment coordination
- Additional PWG meeting
**Dakota County Soil & Water Conservation District**

4100 220th Street West, Ste 102

**Rice Soil and Water Conservation District**
Steve Pahs, District Manager
1810 30th Street NW
Faribault, MN 55021

<table>
<thead>
<tr>
<th>ITEM CODE</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>RATE</th>
<th>AMOUNT</th>
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</table>
| 1W1P      | Cannon River One Watershed One Plan Grant Tasks  
July 1, 2018 to October 6, 2018 | 34.5  | 55.00 | 1,897.50 |
| 1W1P      | Advisory Committee Coordination | 22    | 55.00 | 1,210.00 |
| 1W1P      | Planning Workgroup | 31    | 55.00 | 1,705.00 |
| 1W1P      | Policy Committee Coordination | 62.5  | 55.00 | 3,437.50 |
| 1W1P      | Consultant Coordination | 0.5   | 55.00 | 27.50 |
| 1W1P      | Over Agreement 150.50 Hours (In-kind) | -8,277.50 | -8,277.50 |
| 1W1P      | Expenses | 31.48 | 31.48 |

**Total** $31.48
Emmons & Olivier Resources, Inc.
7030 6th Street N
Oakdale, MN 55128-6146
Phone 651.770.8448
Fax 651.770.2552
www.eorinc.com

Invoice Total $6,540.19

October 30, 2018
Invoice No: 01335-0001 - 16

Ashley Gallagher
Dakota County SWCD
4100 220th Street W
Suite 102
Farmington, MN 55024

Job 01335-0001 Cannon River 1W1P

Summary of Work Performed:
Plan revisions per internal review by the TAG and PWG. Preparing for and attending Policy Committee Meeting.

Project Budget: $170,879
% Complete: 82%

Additional Meetings Budget: $11,835
% Complete: 55%

Professional Services from September 1, 2018 to September 30, 2018

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<th>Draft Management Plan</th>
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<td>Professional 4</td>
<td>15.75</td>
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<tr>
<td>Professional 3</td>
<td>8.50</td>
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<tr>
<td>Professional 1</td>
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<td>Technician 3</td>
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Phase 07 Additional Meetings

Professional Personnel

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<tr>
<td>Support Staff</td>
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<td><strong>Totals</strong></td>
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<td><strong>Total Labor</strong></td>
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Reimbursable Expenses

| Misc Reimbursable Expense | 39.38 |
| **Total Reimbursables** | **39.38** |

<p>| <strong>Total this Phase</strong> | <strong>$1,383.38</strong> |</p>
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**Billings to Date**

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<th>Total</th>
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<td>Labor</td>
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<tr>
<td>Expense</td>
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<tr>
<td>Totals</td>
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<td>138,940.36</td>
<td>146,207.24</td>
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Oakdale, MN  55128-6146  
Phone 651.770.8448  
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Invoice Total $4,500.22  
November 29, 2018  
Invoice No: 01335-0001 - 17

Ashley Gallagher  
Dakota County SWCD  
4100 220th Street W  
Suite 102  
Farmington, MN  55024

Job 01335-0001  
Cannon River 1W1P

Summary of Work Performed:  
Prepared for and attended TAG/PWG meeting in October. Making revisions to the plan per TAG/PWG and BWSR feedback.

Project Budget: $170,879  
% Complete: 83%

Additional Meetings Budget: $11,835  
% Complete: 77%

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Professional Services from October 1, 2018 to October 31, 2018

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Professional Personnel

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Total Labor $2,438.50

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Total this Phase $2,561.75

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Emmons & Olivier Resources, Inc.
7030 6th Street N
Oakdale, MN 55128-6146
Phone 651.770.8448
Fax 651.770.2552
www.eorinc.com

Invoice

Invoice Total $3,015.67

December 27, 2018
Invoice No: 01335-0001 - 18

Ashley Gallagher
Dakota County SWCD
4100 220th Street W
Suite 102
Farmington, MN 55024

Job 01335-0001 Cannon River 1W1P

Summary of Work Performed:
Prepared for and attended meeting with BWSR to review concerns related to Plan content. Made final revisions to the Plan based on comments received from BWSR.

Project Budget: $170,879
% Complete: 85%

Additional Meetings Budget: $11,835
% Complete: 77%

Professional Services from November 1, 2018 to November 30, 2018

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Total Labor 3,350.75

Total this Phase 3,350.75

Retainage

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**Total** $54.76
CANNON RIVER ONE WATERSHED, ONE PLAN
POLICY COMMITTEE

Draft Joint Powers Agreement

Meeting Date:  1/23/2019

Prepared by:  Staff

PURPOSE/ACTION REQUESTED:
Approve the Cannon River Watershed Joint Powers Agreement for distribution to all member Boards to review and take official action.

SUMMARY:
Since the last Policy Committee meeting the Draft Joint Powers Agreement has been reviewed by member legal staff. A few comments and questions were received. Minor edits have since been made to the Draft JPA. These comments and changes include:

- **Member Dues**- Change Tier numbers to reflect largest land area members as Tier 1.
- **Equipment**- There was a question regarding adding equipment ownership as an option to the JPA. Staff feel that if equipment is needed the CRWJPB should work through member entities.
- **Effective Date**- Clarification that the agreement becomes effective upon the date of the last signature required of all members.
- **Grammar**- Some grammatical edits to maintain consistency of terms throughout the JPA.

Staff recommend the Policy Committee approve the Draft Joint Powers Agreement. Upon approval, the JPA will be distributed to all members with supporting Factsheet and Frequently Asked Questions for review and signatures.

A reminder that the current Memorandum of Agreement is not sufficient for adopting the Plan and that the MOA expires at the end of 2019.

Supporting Documents:
Draft Joint Powers Agreement
1W1P Factsheet and FAQ
JOINT POWERS AGREEMENT
FOR CANNON RIVER WATERSHED

This Joint Powers Agreement (Agreement) is entered into between the following parties (sometimes referred to as members):

The Counties of Dakota, Goodhue, Le Sueur, Rice, Steele and Waseca (Counties), by and through their respective County Board of Commissioners, and the Dakota, Goodhue, Le Sueur, Rice, Steele and Waseca Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and the Belle Creek Watershed District (WD) and the North Cannon River Watershed Management Organization (WMO) by and through their Board of Managers

WHEREAS, Minnesota Statutes § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed Management Organizations and Watershed Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Cannon River Watershed Planning Area to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statute Chapters 103B, 103C, and 103D and with public drainage systems pursuant to Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.
WHEREAS, pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Board of Water and Soil Resources (BWSR) “may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapters 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan,” also known as the “One Watershed, One Plan”.

WHEREAS, it is understood by all the parties to this Agreement that the One Watershed, One Plan for the Cannon River Watershed Planning Area does not replace or supplant local land use, planning, or zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis.

WHEREAS, it is understood by all parties to this Agreement that the One Watershed, One Plan for the Cannon River Watershed Planning Area is intended to provide a framework for consistency and cooperation on a watershed basis and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the parties shall derive herefrom, all parties hereby enter into this joint powers agreement for the purposes herein.

I. Purpose.

The purpose of this Agreement is to establish a joint powers board that will (1) exercise leadership in the development of policies, programs and projects that will promote the accomplishment of the purposes found at Minn. Stat. § 103B, including the preparation, adoption and implementation of the plan required by Minn. Stat. § 103B.801 for the Cannon River Watershed Planning Area and (2) guide and assist the parties in acting jointly and individually to take actions that will promote the goals listed in Minn. Stat. §103B.801 and fulfill their responsibilities under Chapter 103B.

II. Joint Powers Board.

A. Creation and Composition of Joint Powers Board.

A joint powers board, known as the Cannon River Watershed Joint Powers Board (CRWJPB), is established for the purposes contained herein with the powers and duties set forth in this Agreement.

The CRWJPB shall be comprised of up to 14 qualifying members with membership composed of the following eligible members: one (1) County Commissioner from each qualifying County, one (1) Soil and Water Conservation District Supervisor from each qualifying County, one (1) Manager from the qualifying Watershed District, and one (1) Manager from the Watershed Management Organization with the respective individual representatives designated by the governing board of each qualifying member local unit of government.
B. **Terms.**

Each representative shall be appointed for a two-year term, with the ability of a member to appoint a representative for successive terms. In the event that any representative was not appointed by the governing board of each respective member or prior to expiration of the representative’s term, the incumbent representative shall serve until a successor has been appointed.

C. **Vacancies.**

If a representative resigns or is otherwise unable to complete a term on the CRWJPB because of the circumstance outlined in Minn. Stat. §351.02 exist or if a representative fails to qualify or act as a representative, the CRWJPB will advise the appointing authority of the vacancy as soon as practicable and the vacancy will be filled according to the requirements of the respective local unit of government.

D. **Chair and Vice-chair.**

The CRWJPB shall elect a chair and a vice-chair from its membership for one-year terms.

The chairperson shall serve as chairperson for all meetings and sign and deliver in the name of the CRWJPB any correspondence pertaining to the business of the Cannon River One Watershed, One Plan and shall perform other duties and functions as may be determined by the CRWJPB.

The vice-chair shall discharge the chairperson’s duties in the event of the absence or disability of the chairperson.

E. **Secretary.**

The CRWJPB shall elect a secretary from its membership for a one-year term.

The secretary shall: maintain records of the CRWJPB; certify records and proceedings of the CRWJPB; ensure that minutes of all CRWJPB meetings are recorded and made available in a timely manner to the CRWJPB, and maintain a file of all approved minutes including corrections and changes; provide for proper public notice of all meetings; and the secretary may delegate a representative to record the minutes and perform other duties of the secretary. The elected secretary will sign the official minutes of all meetings following approval by the CRWJPB.

F. **Treasurer:**

The CRWJPB shall elect a Treasurer from its membership for a one-year term.

The Treasurer shall assist the Chair in overseeing the CRWJPB budget and finances. In absence of the Chair or Vice Chair, the Treasurer shall preside over the CRWJPB meetings.
G. **Meetings.**

All meetings of the CRWJPB shall comply with statutes and rules requiring open and public meetings.

The conduct of all meetings of the CRWJPB shall be generally governed by the most recent edition of Robert’s Rules of Parliamentary Law.

A quorum of the CRWJPB shall consist of a simple majority of the members. A quorum shall consist of 50 percent, plus one of the total membership.

All votes by CRWJPB members or alternate member shall be made in person.

Notice of CRWJPB meetings and a proposed agenda shall be mailed to all Board members not less than five (5) days prior to the scheduled meeting date of the Policy Committee.

The minutes of any meeting shall be made available to all CRWJPB members prior to the next meeting.

All regular meetings of the CRWJPB will be held at a Rice County Government Services Building. The CRWJPB, at its own discretion, may change the location.

H. **Voting.**

Each representative who is present shall be entitled to one vote.

A motion or resolution shall be approved by a favorable vote of a simple majority of the members present, provided enough members are present to make a quorum.

A supermajority vote of 75 percent of those members present shall be required for final plan submittal or changes to the bylaws or Joint Powers Agreement.

I. **Staff.**

The CRWJPB shall not have authority to hire staff. Any staff providing services in conjunction with this Agreement shall remain an employee of the respective member entity.

J. **Duties of the CRWJPB.**

The CRWJPB shall have the responsibility to prepare, adopt and implement a plan for the Cannon River Watershed Planning Area that meets the requirements of Minn. Stat. § 103B.801, with the exception of separate jurisdictional authorities granted to the North Cannon River Watershed Management Organization and the Belle Creek Watershed District.

Upon adoption of a watershed plan, the CRWJPB may amend the watershed plan without approval from the governing boards of individual members.
III. Powers of the CRWJPB.

A. General Powers.

The CRWJPB is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform all duties described herein. Such authority shall include, but not be limited to, authority and responsibility to oversee revenues and expenditures.

B. Contracts.

The CRWJPB may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. Additionally, the CRWJPB may enter into agreements pursuant to Minn. Stat. § 471.59. The CRWJPB may approve any contract consistent with goals of the CRWJPB and may authorize its chair to execute these contracts.

The CRWJPB shall pay to any member services performed consistent with the purpose of this Agreement or contractors for services performed pursuant to contract. No payment on any invoice for services performed by a member, consultant, contractor, or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the CRWJPB. The CRWJPB may develop a process to expedite payment of invoices but any such payments shall be ratified by the CRWJPB at their next meeting.

C. Funds.

The CRWJPB may disburse funds in a manner which is consistent with the Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

D. Bylaws.

The CRWJPB shall have the power to adopt and amend such bylaws that it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations.

E. Grants and Loans.

The CRWJPB may apply for and accept gifts, grants or loans of money, other property or assistance from the United States government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

F. Property.

The CRWJPB has no authority to purchase property or equipment. Any
property or equipment that is provided to the CRWJPB to accomplish the goals of the One Watershed One Plan shall continue to be owned by the entity providing such property or equipment for use by the CRWJPB.

G. **Insurance.**

The CRWJPB may obtain any liability insurance or other insurance it deems necessary to insure itself for any action arising out of this Agreement.

H. **Exercise of Powers.**

All powers granted herein shall be exercised by the CRWJPB in a fiscally responsible manner and in accordance with the requirements of law.

I. **Public Participation.**

The CRWJPB shall provide for such public participation in the conduct of its activities as will promote understanding of its activities among the public and local governmental units affected by its activities and the informal resolution of disputes or complaints.

IV. **Reservation of Authority.**

All responsibilities not specifically set out to be jointly exercised by the CRWJPB under this Agreement are hereby reserved to the respective governing bodies of the members.

V. **Budgeting and Funding.**

A. **Budget.**

Annually, the CRWJPB shall adopt a budget.

B. **Funding.**

The CRWJPB has no authority to levy taxes. Local funding may be provided by establishing a “membership dues” system payable by March 15 of each year.

The amount of membership dues will be based on a tiered approach established by the percentage of land each member has within the Cannon River Watershed Planning Area subject to this agreement. The CRWJPB will have the authority to establish annual dues for each Member. When establishing annual dues, the following limits shall apply:

- Tier 1 Membership dues will not exceed $5,000 annually. Tier 1 shall consist of members with more than 15% of total land within the Planning Area and includes Goodhue County, Goodhue SWCD, Steele County, Steele SWCD, Rice County and Rice SWCD.

- Tier 2 Membership dues will not exceed $3,500 annually. Tier 2 shall consist of members with more than 8% but less than 15% of total land.
within the Planning Area and includes Le Sueur County, Le Sueur SWCD, Dakota County, Dakota SWCD and the North Cannon River Watershed Management Organization

Tier 3 Membership dues will not exceed $2,000 annually. Tier 3 shall consist of members with less than 8% of land within Planning Area and includes the Belle Creek Watershed District, Waseca County and Waseca SWCD.

C. Administrator, Fiscal Agent and Legal Counsel.
   The CRWJPB may enter into agreement with one or more of its members, or select a contractor, to carry out administrative, fiscal, and legal services.

D. Accountability.
   All funds shall be accounted for according to generally accepted accounting principles.

E. Debts.
   The CRWJPB may not incur debts.

VI. Committees.
   A. Creation.
      To expedite and facilitate the business of the CRWJPB and the orderly and efficient consideration of matters coming before it, the CRWJPB may create committees as it deems necessary to review and examine specific issues or topics of concern. The Chair, or by a majority vote of the CRWJPB, may appoint standing or ad hoc committees to address issues or facilitate the CRWJPB activities.

   B. Member Selection.
      Any committee must include at least one CRWJPB member or proxy. A committee should also include other related service providers and subject matter experts.

   C. Officers.
      The CRWJPB Chair shall appoint the Chair and Vice Chair of a committee or a pair of Co-Chairs at his/her discretion.

   D. Member Resignation.
      A committee member may resign at any time from the subcommittee upon providing 30 days written notice.

   E. Member Removal.
Any member of a committee who is not a member of the CRWJPB may be removed by a two-thirds majority vote of the members present at a scheduled CRWJPB meeting. For this purpose, each CRWJPB member is provided one vote.

F. Conflict of Interest.

Persons who have a private pecuniary or property interest in an issue(s) or topic(s) under the subject matter of a committee’s work shall not serve as a member of such committee or subcommittee.

VII. Indemnification.

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes§ 471.59, subd. 1a(a). For purposes of Minnesota Statutes§ 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

VIII. Records Retention and Data Practices.

The parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes§ 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act.

IX. Duration.

This Agreement is effective and binding on all members upon the date of the last signature required all members. All members need not sign the same copy. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

This signed Agreement shall be filed with the responsible authority for records retention and data practices, which shall notify all members in writing of its effective date.

This Agreement shall continue until terminated in the manner provided herein.
X. Termination, Withdrawal, Amendments.

A. Termination.

This Agreement may terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation of law as result of the decision by a court of competent jurisdiction; or
- When necessary due to failure to obtain necessary funding from the members or grant funding from the State of Minnesota or the United States government or other sources, or
- When a majority of members agree by resolution to terminate the agreement upon a certain date.

B. Withdrawal.

Any member may withdraw from this Agreement upon 90 days written notice. A withdrawing member shall not be entitled to the distribution of any assets or funds.

In the event of withdrawal by any member, this Agreement shall remain in full force and effect as to all remaining members.

C. Adding Additional Parties.

A qualifying party within the Cannon River Watershed Planning Area that is responsible for water planning and resource management under Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the CRWJPB to join the One Watershed, One Plan for the Cannon River and a statement that the qualifying party agrees to abide by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the CRWJPB.

D. Amendments.

Upon recommendation from the CRWJPB for changes to this agreement, this Agreement may be changed, amended, modified, or replaced by an amendment or addendum document or by an entirely new Joint Powers Agreement.

Any changes, amendments, or modifications to this Agreement may only be by, and are effective only when reduced to writing and approved and signed by all members hereto.

XI. Distribution of Surplus Funds and Property.

Upon termination of this Agreement, funds and property held by the CRWJPB shall then be distributed to members in proportion to their contributions.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.
The goal of One Watershed, One Plan (1W1P) is to align local water planning on major watershed boundaries rather than county boundaries. The Minnesota Board of Water and Soil Resources (BWSR) is the state agency that provides guidance on Plan development and is the responsible authority to approve final Plans.

In 2012, the Minnesota legislature required BWSR to develop a process to transition from a county water plan to a watershed based plan (Plan). During that process 63 major watersheds within the State of Minnesota were identified. Currently five major watersheds have approved Plans and another 11, including the Cannon River Watershed Planning Area, are in the process of developing their final Plan for adoption. The goal is to have a Plan for all 63 watersheds by the year 2025.

This locally led process, that is intended to align with State strategies, will result in a Plan that address the highest priorities to restore or protect our water resources. Working collaboratively across county lines to develop a watershed based plan makes the watershed eligible to receive non-competitive state funds to implement projects and activities.

As a requirement to obtaining final Plan approval from the BWSR, the Plan must include information on the organizational structure that will be used to implement the Plan.

### Policy Committee

One representative from each of the 14 local water management authorities within the Cannon River Watershed Planning Area including six counties, six soil and water conservation districts, the Belle Creek Watershed District and the North Cannon River Watershed Management Organization. They have been meeting throughout the planning process. The following is a summary of Policy Committee meeting information related specifically to organizational structure for Plan implementation.

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<tr>
<td>November 2017</td>
<td>Three different watershed structures in southern Minnesota were invited to share how they operate including the Root River (Plan adopted), Cedar River Watershed District, and the Greater Blue Earth River Basin Alliance.</td>
</tr>
<tr>
<td>January 2018</td>
<td>A representative from the Minnesota Counties Intergovernmental Trust (MCIT) provided information on different structures and the legal considerations of each. Four different structures were presented and the Policy Committee eliminated two; the Watershed District and informal agreement option or Memorandum of Agreement. The Policy Committee chose to focus on either a collaboration structure among the 14 Members or a joint powers board structure.</td>
</tr>
<tr>
<td>April 2018</td>
<td>Reviewed details of both the collaboration approach or the joint powers board option. The Policy Committee unanimously supported the joint powers board option as it provides the most flexibility to accomplish watershed wide activities and they directed staff to draft a joint powers agreement for review and consideration.</td>
</tr>
</tbody>
</table>

**Next Step:** The Policy Committee currently operates under a Memorandum of Agreement for Plan development that was approved by each of the 14 member Boards in December 2016. The Policy Committee is now seeking action from each member Board to approve a structure that will implement the Plan and establish a Cannon River Watershed Joint Powers Board (CRWJPB).
### Counties by Percentage

<table>
<thead>
<tr>
<th>County</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rice County</td>
<td>27.8%</td>
</tr>
<tr>
<td>Steele County</td>
<td>24.1%</td>
</tr>
<tr>
<td>Goodhue County</td>
<td>22.1%</td>
</tr>
<tr>
<td>Dakota County</td>
<td>9.9%</td>
</tr>
<tr>
<td>Le Sueur County</td>
<td>9.6%</td>
</tr>
<tr>
<td>Waseca County</td>
<td>5.2%</td>
</tr>
<tr>
<td>Non-participating Counties</td>
<td>1.3%</td>
</tr>
</tbody>
</table>

#### Planning Area Quick Facts

- **963,717 acres**
- **1,506 square miles**
- **800 linear miles of water courses**
- **51% agricultural**
- **10% within Metro Area**
- **5 cities > 10,000 people**
Frequently Asked Questions

Why not continue to operate under the memorandum of agreement (MOA)?
The Policy Committee concluded that establishing a joint powers board generates more collaboration among the 14 Members and ultimately more flexibility watershed-wide to implement the Plan. If the MOA structure continues after Plan adoption, each Member would be responsible for their own undertakings to implement the Plan. This is a less flexible and less efficient structure to implement watershed wide activities. It was decided that the best approach to implement the Plan is a joint powers board where Members work across county boundaries to communicate ideas and share resources.

Would the Cannon River Watershed Joint Powers Board (CRWJPB) have Land Use Authority?
No. Language within the Joint Powers Agreement (JPA) to establish a CRWJPB will not allow for independent land use authorities.

Would the CRWJPB have taxing authority?
No. The JPA will not allow for the CRWJPB to have independent taxing authority.

Would a Cannon River Watershed Joint Powers Board just create another layer of government?
The answer depends some on each individuals perspective. Creating a joint powers board will require more administrative functions as the new entity is subject to open meeting law, records retention policy, liability insurance etc. However, the Policy Committee felt that a joint powers board is a more transparent process to residents of the watershed, stakeholders and the State of Minnesota who will be contributing grant funds to implement the Plan. Since the CRWJPB would not have land use or taxing authorities, there is reduced concern about adding a layer of government and more focus on working cohesively to accomplish watershed wide goals. This collaborative approach to solve shared goals is similar to other multijurisdictional joint powers boards such as the Minnesota Drug Task Force, the Emergency Communications Board or Technical Service Areas for Minnesota soil and water conservation districts.

Where does funding come from to implement the Plan and pay for the administrative costs?
The majority of project dollars to implement the Plan will come from state and federal grant sources. The legislature, through recommendations by the local government water roundtable which includes the Association of Minnesota Counties, the Minnesota Association of Soil and Water Conservation Districts and the Minnesota Association of Watershed Districts, has indicated a desire to move Clean Water Funds derived from the Clean Water Land and Legacy constitutional amendment from a competitive grant process to a watershed based funding approach. Only watersheds that have approved Plans will be eligible for watershed based funding grants.
Frequently Asked Questions

Who covers risk and liability?
Development of a CRWJPB will require liability insurance. It is anticipated that The Minnesota Counties Intergovernmental Trust (MCIT) would be hired to cover risks and liabilities of the CRWJPB.

Who will provide administrative tasks and fiscal responsibilities?
One or more member local governmental units part of the joint powers agreement will be selected to provide day to day administration and fiscal responsibilities through an agreement with the CRWJPB.

Will the CRWJPB employ staff?
No. The Plan may show a need for more staff in order to achieve the goals of the 10 year plan. However, language within the JPA will prohibit the ability for the CRWJPB to employ staff thus eliminating the risk involved with personnel issues, the obligation to carry workers compensation and development of personnel policies and procedures. Additional staff that may be needed to implement the Plan will be employees of individual Members or the CRWJPB will contract for services.

How will the CRWJPB pay for administrative costs and provide matching funds to State grants?
The joint powers agreement will outline a method for each member to provide membership dues. The membership dues will assist with offsetting operating and administrative costs of the CRWJPB. State watershed based grants also allow for a percentage of total funds to be used for administrative activities but requires a 10% local match for each grant dollar received. Local match can be in many forms including local cash match, non-state grants, landowner contributions and in-kind services of local staff or partners.
CANNON RIVER ONE WATERSHED, ONE PLAN
POLICY COMMITTEE

Draft Plan

Meeting Date: 1/23/2019
Prepared by: Staff

PURPOSE/ACTION REQUESTED:
Approve the Cannon River Comprehensive Watershed Management Draft Plan for 60-Day Review.

SUMMARY:
A presentation on the Draft Plan was provided at the last Policy Committee meeting, however a brief overview of the Draft Plan and updates on content and process will be provided. We will then allow time for comments and discussion.

Staff are seeking action on whether to send the Draft Plan out for 60-day review. This means that the Draft Plan will be posted and distributed to all State reviewing agencies, all stakeholders, and available to the general public. Following the 60-Day review is a Public Hearing, and another 90–day review.

Staff would like the Policy Committee to be aware of the schedule when making this decision. A delay in approving for 60-day review pushes subsequent reviews and approvals back as well.

Supporting Documents:
Comprehensive Watershed Management Draft Plan
CANNON RIVER ONE WATERSHED, ONE PLAN
POLICY COMMITTEE

Request for Action

Schedule

Meeting Date: 1/23/2019

Prepared by: Staff

PURPOSE/ACTION REQUESTED:
Review the upcoming schedule for Draft Plan review process and establish dates for the next Policy Committee meeting and required public hearing.

SUMMARY:
The schedule included assumes approval of the Draft Plan on January 23rd, 2019. The review process is established by MN State statute. All required elements of the review process are included in this schedule, plus additional meetings. Additional meetings are the Public Open House on February 13th and the Policy Committee meeting proposed for March 13th. The Open House would allow for all stakeholders and the public to see and comment on the Plan they contributed to. The Policy Committee meeting would be used to discuss future implementation structure (i.e. policies, work planning, reporting, staffing, etc.).

The majority of the schedule is informational and we will go through the schedule at the meeting. However, the next meeting date and the public hearing require a motion to establish these dates and times.

Supporting Documents:
Anticipated Review Schedule
# Cannon River

**One Watershed, One Plan**

“Aligning local water planning on major watershed boundaries with state strategies towards prioritized, targeted and measurable implementation plans”

<table>
<thead>
<tr>
<th>Anticipated Review Process</th>
<th>Dates</th>
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<tbody>
<tr>
<td>1. Policy Committee meeting - Approval of Draft Plan</td>
<td>January 23&lt;sup&gt;rd&lt;/sup&gt;</td>
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<tr>
<td>2. Submit Draft Plan to review agencies for 60-Day review</td>
<td>January 23&lt;sup&gt;rd&lt;/sup&gt;</td>
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<tr>
<td>3. Public Open House meeting (PWG &amp; Policy Committee)</td>
<td>February 13&lt;sup&gt;th&lt;/sup&gt;</td>
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<td>4. Policy Committee meeting – Implementation Visioning</td>
<td>March 13&lt;sup&gt;th&lt;/sup&gt;</td>
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<td>5. End 60-Day review</td>
<td>March 24&lt;sup&gt;th&lt;/sup&gt;</td>
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<td>6. TAG/PWG meeting - Review comments</td>
<td>April 3&lt;sup&gt;rd&lt;/sup&gt;</td>
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<tr>
<td>7. Hold public hearing no sooner than 14 days after close of 60-Day Draft Plan review period</td>
<td>April 7&lt;sup&gt;th&lt;/sup&gt;</td>
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<td>8. Respond in writing to concerns expressed by review at least 10 days before public hearing</td>
<td>April 14&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>9. Policy Committee meeting - Public Hearing and approval to submit to BWSR (assuming no comments at public hearing)</td>
<td>April 24&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>10. Submit the Draft Plan, summary of revisions, all comments and record of public hearing to review agencies. BWSR has 90 days to complete its review and approve/disapprove all or parts of the Plan</td>
<td>April 24&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>11. Present Draft Plan to BWSR committee</td>
<td>TBD</td>
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<tr>
<td>12. End 90-Day review</td>
<td>July 23&lt;sup&gt;rd&lt;/sup&gt;</td>
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<tr>
<td>13. Policy Committee Meeting - Adopt the Plan</td>
<td>August 7&lt;sup&gt;th&lt;/sup&gt;</td>
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