



Comprehensive Watershed Management Plan

Policy Committee Meeting Packet

Date / Time:	January 4, 2024 11:00pm – 1:00pm
Location:	In-Person: Sherburne History Center – 10775 27 th Ave SE, Becker MN 55308 Remote option available, use MS Teams Calendar invitation link
Officers:	Chair: Tarryl Clark, Vice Chair: Shelly Binsfeld, Secretary: Jeff Burns
Note Taker:	Stephanie Hatzenbihler
1w1p Website:	https://www.millelacsswcd.org/1w1p/mississippi-river-st-cloud-watershed-plan/
Committee Representatives Invited:	Benton County – Scott Johnson, Benton SWCD – Wade Bastian, Meeker County – Danny Schiefelbein, Meeker SWCD – Bob Schiefelbein, Mille Lacs SWCD – Dan Campbell, Sherburne County – Andrew Hulse, Sherburne SWCD – Shelly Binsfeld, Stearns County – Tarryl Clark, Stearns SWCD – Tom Gregory, Wright County – Tina Diedrick, Wright SWCD – Jeff Burns
Individuals Copied:	Policy Committee Alternate Members, Steering Committee Members, Zach Guttormson – BWSR, Brad Wozney – BWSR, Keenan Hayes – Mille Lacs County Staff, Mitch Gindele – Mille Lacs County Staff, Amy Kowalzek – Morrison County Staff, Shannon Wettstein – Morrison SWCD Staff, Lance Chisolm – Morrison SWCD Staff, Rebecca Carlson, Clearwater River Watershed District Jacob Rischmiller, Paul Marston, Sarah Boser, Julie Blackburn - ISG

Meeting Preparatory Work

- Review board packet content

Meeting Objectives

- Receive updates and discuss draft work on Supporting Programs, Implementation Table, and Multiple Benefit Analysis.



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Meeting Agenda				
Item	Page	Time	Topic	Task
1		11:00	Welcome and Introductions (Cibulka)	INFO
2	2		Review and approve agenda (Cibulka)	ACTION
3		11:05	Election of Officers (Cibulka / Chair) <ul style="list-style-type: none"> • Chair • Vice Chair • Secretary 	ACTION
4	3-7	11:15	Review and approve 12-07-2023 meeting minutes (Chair)	ACTION
5	8-11	11:20	Project Update <ul style="list-style-type: none"> • Timeline and Activities (Cibulka) <ul style="list-style-type: none"> ○ 2024 Detailed Schedule ○ July PC Meeting Reschedule • Financial Report (Cibulka) • TAC Liaison Report (TAC Liaisons) 	INFO ACTION INFO INFO
6	12-15	11:40	City of St. Cloud / Waite Park Watershed Boundary (Hatzenbihler)	INFO / DISCUSS
7	16-24	12:00	Draft JPE Discussion (Cibulka)	INFO / DISCUSS
8		12:30	Plan Administration Update (Boser / Cibulka)	INFO
9		1:00	Adjourn	ACTION

Supplemental Items

- [Watershed Highlight \(page 25\)](#) – A featured program, project, or activity from project partners.
- [Project Boundary \(page 26\)](#) – Project boundary map which may be a useful reference.
- [Policy Committee Meeting Norms and Guidelines \(page 27\)](#) – Best practices for MRSC 1w1p meetings.



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Agenda Item #4: December 7, 2023 Minutes



Comprehensive Watershed Management Plan

Policy Committee Meeting Minutes

Proceedings of the Mississippi River – St. Cloud 1W1P Policy Committee Meeting held on December 7, 2023. Chair, Tarryl Clark called the meeting to order at 11:04am.

Date / Time:	<i>December 7, 2023 11:00am - 1:00pm</i>
Location:	<i>In-Person: Sherburne History Center, 10775 27th Ave SE, Becker, MN 55308 Remote option available, use MS Teams Calendar Invite link</i>
Note Taker:	<i>Stephanie Hatzenbihler, Stearns SWCD</i>
1w1p Website:	https://www.millelacsswcd.org/1w1p/mississippi-river-st-cloud-watershed-plan/
Voting Members Present:	Benton County – Scott Johnson, Meeker SWCD – Bob Schiefelbein, Sherburne SWCD – Shelly Binsfeld, Stearns County – Tarryl Clark, Stearns SWCD – Tom Gregory, Wright County – Tina Diedrick, Wright SWCD – Jeff Burns, Benton SWCD – Wade Bastian
Alternate Voting Members Present:	
Alternative Non-voting members present:	
Voting Members Absent:	Meeker County – Danny Schiefelbein, Mille Lacs SWCD – Dan Campbell, Sherburne County – Andrew Hulse
Partners and Staff Present:	*Zach Guttormson – BWSR staff, Stephanie Hatzenbihler – Stearns SWCD staff, Gerry Maciej – Benton SWCD staff, Emily Forbord - Benton SWCD staff, Dan Cibulka – Sherburne SWCD staff, *Kyle Blazek– Stearns County staff, Alicia O’Hare – Wright SWCD staff, *Becky Schlorf - Stearns County staff, *Sarah Boser- ISG, *Francine Larson – Sherburne SWCD staff

*Individuals joined via Zoom virtually.

Welcome and Introductions.

1. **Name, LGU.** Attendance was taken by Hatzenbihler.

Review and Approve Agenda.

1. Approve Meeting agenda. **Motion by Johnson to approve meeting agenda as presented; second by Burns.** Affirmative: Johnson, Clark, Burns, Gregory, Diedrick, Schiefelbein, Binsfeld. Opposed: None. **Motion carried.**

Review and approve 09-07-2023 meeting minutes.

1. Approve meeting minutes. **Motion by Johnson to approve meeting minutes as presented; second by Gregory.** Affirmative: Johnson, Clark, Burns, Gregory, Diedrick, Schiefelbein, Binsfeld. Opposed: None. **Motion carried.**

Project Update (Cibulka)

1. **Timeline & Activities (Cibulka)** Cibulka presented on the current step in the planning process and shared that we are on schedule to meet our timeline goals for plan reviews near the end of the planning.
2. **Financial Report (Cibulka)** Cibulka presented the financial report. Maciej shared that we are on track with our budget and with SWCD expenses have been lower than planned likely due to work accomplished prior
3. **CAC Meeting Report (Hatzenbihler)** Hatzenbihler presented on the 3rd CAC committee meeting attendance, discussion topics, and how the staff incorporated the feedback from the CAC.
4. **City of St. Cloud Involvement (Cibulka)** Cibulka reported that the City of St. Cloud staff which is a member of the Citizen Advisory Committee has been unable to join the meetings due to scheduling constraints. The city staff requested attending the Technical Advisory Committee to bring forward wastewater, stormwater, and urban drinking water expertise. Policy Committee members discussed how to incorporate input from other municipalities. County and SWCD staff have also been connecting with municipalities throughout the plan development.
5. **Implementation Agreement (Cibulka)** Cibulka reported that the attorney group has shared a draft implementation agreement to staff for review then submit comments and questions. The attorney group will be meeting again on January 17 to address comments and questions from partners. Policy Committee members would like to review the draft document and share their comments and concerns as an agenda item during the January 4th meeting.
6. **TAC Liaison Report (TAC Liaisons)** Cibulka showed the location for Policy Committee members to sign up to attend a TAC meeting. Binsfeld reported that the TAC is working well together, forming subcommittees as needed, and continuing to make progress on plan development.

Wade Bastian, Benton SWCD, joined the meeting at 11:38am.

Supporting Programs Framework

- Data, Studies, and Monitoring (O'Hare and Cibulka)
 - Cibulka and O'Hare provided an overview of this supporting program that addresses data gaps, studies, and monitoring to help determine future locations for projects. The goal is to create a program that gives the implementation team the opportunities to identify needs while the plan is in implementation. Examples of activities in this program include: subwatershed assessments, internal loading in lake studies, project feasibility studies, monitoring and data collection to address data gaps, exploring water quality and public health concerns.
- Policy & Regulation (Cibulka)
 - Cibulka provided an overview of this supporting program that has limitations due to the

plan and the organization formed to implement the plan is not a regulatory body and doesn't have authority to direct actions to be taken by other regulatory bodies. This program can research and summarize existing regulations and policies that exist within the watershed, then make recommendations to partner agencies to

- Education & Outreach Program (Hatzenbihler and Forbord)
 - Hatzenbihler and Forbord presented the framework recommendation for the Education and Outreach supporting program. Policy committee members were supportive of the framework and provided additional ideas for consideration on activities.

Introduction to the Implementation Table (Boser and Cibulka)

- Cibulka provided an overview of the implementation table format, as well as the process the TAC and SC are going through to add action items to the table and model the impacts on the action items to the water resources. Cibulka, Hatzenbihler, and Boser provided an overview of the review process the table format went through to be created. Binsfeld shared her experience looking at the fully written Rum River Plan's implementation table for the first time, and made the suggestion that it needs to be clear that the narrative goes with the table and should be used together. Binsfeld and Clark preferred keeping separate columns for the lead LGU and supporting partners. Johnson recommended the text should be written horizontal (left to right) and not vertical which makes it hard to read without turning the page. Burns recommended that the table should pair the actions with the relevant goals.
- Boser presented the draft table spreadsheet with actions listed. Policy committee members supported this approach and the table format.

Multi-benefit Analysis (O'Hare)

- O'Hare provided an overview of the need for the multi-benefit analysis, what a multi-benefit analysis and how it is created, the watershed multi-benefit analysis has 15 layers that represents all priority issues, averaged scores to reach subwatershed level scores.
- Binsfeld asked about the need to verify the results of multi-benefit analysis with the TAC knowledge on the places that they know where the work needs to be done.
- Clark asked about if the analysis includes costs or measuring impact
- Bastian asked about if the analysis shows projects upstream impacting/benefitting downstream
- Binsfeld requests that the TAC review each of the layers that make up the multi-benefit analysis to verify data quality and support inclusion in the analysis.

Watershed Complimentary Programs Overview (Cibulka)

- Cibulka provided an overview on the Groundwater Restoration and Protection Strategies (GRAPS), Watershed Restoration and Protection Strategies (WRAPS), Landscape Stewardship Plan (LSP).
 - GRAPS - comprehensive document on a watershed scale on groundwater resources and produced by the MN DNR and MDH
 - WRAPS/TMDLs - comprehensive document on watershed scale on surface water resources and produced by the MPCA
 - LSP - comprehensive document on watershed scale on forestry and wetland resources which is focused on protection goals and produced by BWSR and MN DNR

Burns announced that he is retiring at the end of 2023.

Next meeting is anticipated for January 4, 2023 at 11am.

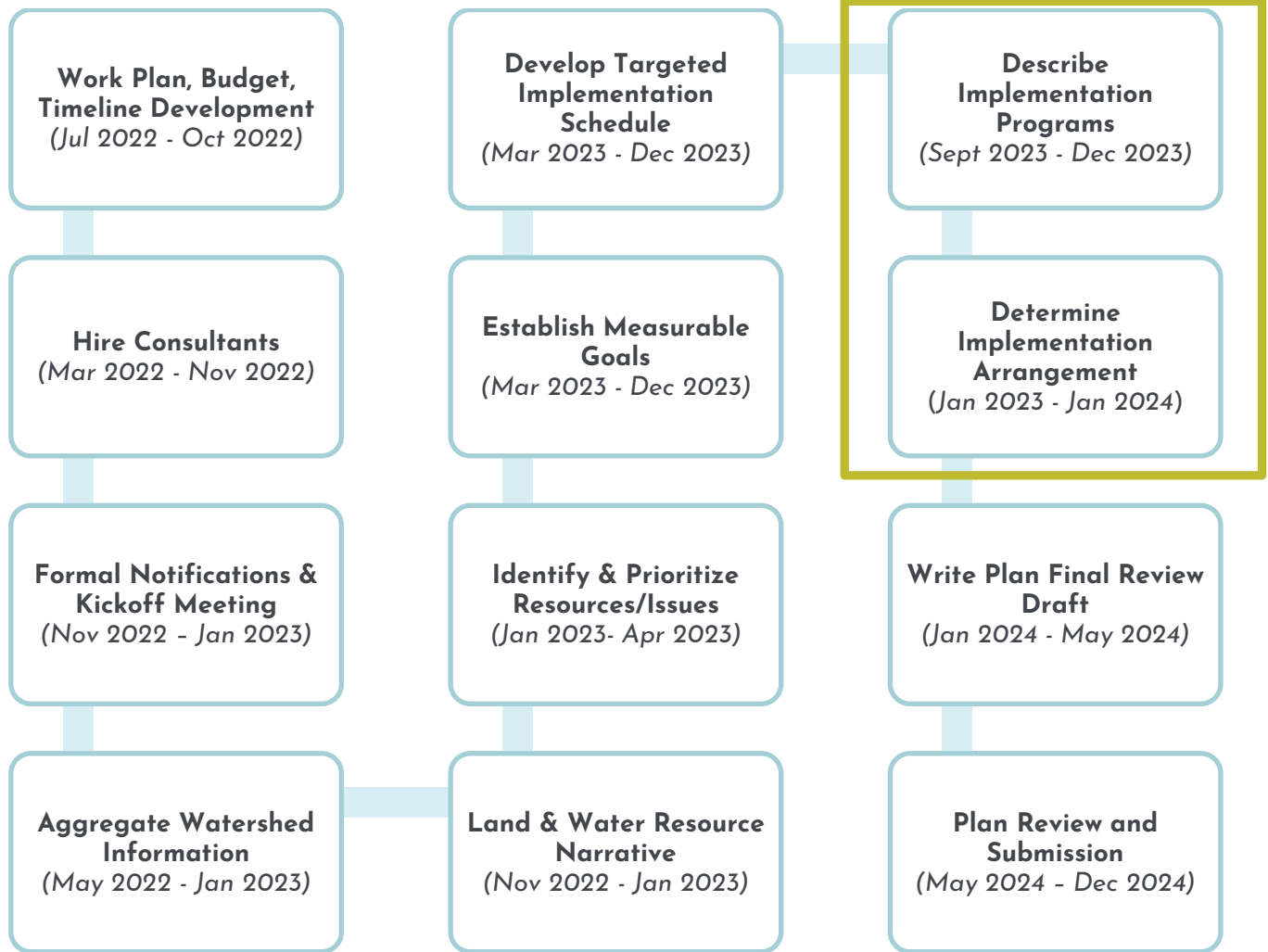
Clark adjourned the meeting at 1:02 p.m.

Respectfully submitted by Stephanie Hatzenbihler, Stearns County SWCD, Water Plan Coordinator on behalf of Jeff Burns, Wright SWCD, Board Supervisor.

DRAFT

Agenda Item #5: Project Update - Timeline and Activities

Establish and Maintain Partnership (Nov 2021 - Dec 2024)



Completed Tasks:	Current Tasks:	Next Tasks:
1. Targeting and Strategies	1. Implementation Schedule 2. Implementation Program 3. Implementation Arrangement 4. Supporting Programs	1. Prepare draft plan 2. Plan Administration



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Agenda Item #5 (continued): Project Update - 2024 Detailed Schedule

Activities for 2024 are as follows:

January	Attorneys meet to address comments on draft Joint Powers Agreement (Jan 17 th) TAC and CAC complete draft of Implementation Table
February	TAC reviews and finalizes Implementation Table
March	PC reviews and finalizes Implementation Table
April / May	TAC (April) and CAC (May) review draft plan during 30-day review period
June	TAC approves draft plan
July	PC approves plan for 60-day comment period
September	End of 60-day comment period
November / December	PC holds public hearing, final plan submitted to BWSR

The Policy Committee is schedule to meet the first Thursday of the month in January, March, July and either November or December. As the first Thursday of July is the July 4th holiday, this will need to be rescheduled.

ACTION: Policy Committee to reschedule the July 4th Policy Committee meeting. Below is a schedule of potential conflicting meetings (board meetings as of 2023) to assist in decision-making.

Monthly Board Meetings				
1st Monday	1st Tuesday	1st Wednesday	1st Thursday	1st Friday
Morning Afternoon Evening	Morning Multiple Afternoon Evening	Morning Afternoon SC Evening	Morning Afternoon Evening	Morning Afternoon Evening
2nd Monday	2nd Tuesday	2nd Wednesday	2nd Thursday	2nd Friday
Morning Afternoon Evening WSWCD	Morning S+SWCD Afternoon Evening	Morning Afternoon Evening MLSWCD	Morning ShSWCD Afternoon Evening	Morning Afternoon Evening
3rd Monday	3rd Tuesday	3rd Wednesday	3rd Thursday	3rd Friday
Morning Afternoon Evening	Morning Multiple Afternoon TAC Evening	Morning Afternoon Evening	Morning Afternoon Evening	Morning Afternoon Evening
4th Monday	4th Tuesday	4th Wednesday	4th Thursday	4th Friday
Morning Afternoon Evening	Morning MeekerCty Afternoon Evening	Morning BSWCD Afternoon Evening	Morning Afternoon Evening	Morning Afternoon Evening



MISSISSIPPI RIVER
ST. CLOUD
WATERSHED

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Agenda Item #5 (continued): Project Update - Financial Report

Mississippi River St. Cloud One Watershed, One Plan Partnership GRANT BUDGET and TRACKING

This document is an attachment to the 1W1P grant work plan and will be put into eLINK.

	LEAD		ESTIMATED COST			Nov-23	Total Avail	
	Consultants	Partnership	Total					
Plan Development Costs								
Pre-Planning								
Aggregate watershed information	Plan Writer	\$ 7,360.00		\$ 7,360	\$ -	-		\$ 7,360.00
Planning								
Write the land and water resources narrative	Plan Writer	\$ 6,400.00		\$ 6,400	\$ -	-		\$ 6,400.00
Identify and prioritize resources and issues	Facilitator, Plan Writer	\$ 17,360.00		\$ 17,360	\$ -	-		\$ 17,360.00
Establish measurable goals	Facilitator, Plan Writer	\$ 14,240.00		\$ 14,240	\$ -	-		\$ 14,240.00
Develop a targeted implementation schedule	Facilitator, Plan Writer	\$ 30,520.00		\$ 30,520	\$ -	\$ 2,486.25		\$ 28,033.75
Describe implementation programs	Facilitator, Plan Writer	\$ 6,840.00		\$ 6,840	\$ -	\$ 3,465.00		\$ 3,375.00
Determine plan administration and coordination	Policy Committee	\$ 1,600.00	\$ 3,280.00	\$ 4,880	\$ -	\$ 4,880.00		\$ -
Write draft plan for review	Plan Writer	\$ 21,080.00		\$ 21,080	\$ -	\$ 17,692.50		\$ 3,387.50
Reoccurring Meetings: Policy Committee	Plan Writer	\$ 6,320.00		\$ 6,320	\$ -	\$ 2,659.69		\$ 3,660.31
Reoccurring Meetings: Local Advisory Committee	Plan Writer	\$ 1,440.00		\$ 1,440	\$ -	\$ 971.25		\$ 468.75
Reoccurring Meetings: Technical Advisory Committee	Plan Writer	\$ 12,720.00		\$ 12,720	\$ -	\$ 639.37		\$ 12,080.63
Reoccurring Meetings: Steering Committee	Plan Writer	\$ 11,100.00		\$ 11,100	\$ -	\$ 1,413.75		\$ 9,686.25
Plan Review and Submission								
Conduct formal review		\$ 14,800.00		\$ 14,800	\$ -	\$ 14,800.00		\$ -
Write final plan and submit to BWSR		\$ 5,320.00		\$ 5,320	\$ -	\$ 5,320.00		\$ -
Other Costs								
Additional Services: Engage in LAC/CAC		\$ 3,500.00		\$ 3,500	\$ -	\$ 1,047.50		\$ 2,452.50
Additional Services: Public Meetings		\$ 8,000.00		\$ 8,000	\$ -	\$ 971.25		\$ 7,028.75
Expenses: Reimbursables		\$ 5,570.00		\$ 5,570	\$ -	\$ 5,295.55		\$ 274.45
SUBTOTAL: Plan Development		\$ 174,170	\$ 3,280	\$ 177,450				
Administration Costs								
	LGU Lead	Hourly Rate	Hours	Total				
Fiscal Coordination and Plan Implementation	Benton CD			\$ 4,160	\$ 128.38	\$ 2,660.05		\$ 1,499.96
Grant Reporting (Elink)	Sherb CD			\$ 560	\$ -	\$ 560.00		\$ -
Grant Reporting (Elink)	Benton CD			\$ 1,040	\$ -	\$ 560.85		\$ 479.15
Note Taking	Stearns CD			\$ 4,400	\$ -	\$ 1,138.98		\$ 3,261.02
Policy /Advisory Committee Coordination	Sherb CD			\$ 14,700	\$ 2,745.22	\$ 4,855.92		\$ 9,844.08
Outreach Assistance	Stearns CD			\$ 2,200	\$ -	\$ 2,200.00		\$ -
Website Development & Maintenance	M L SWCD			\$ 5,890	\$ -	\$ 5,678.01		\$ 211.99
Meeting Expenses (facility, materials, food)				\$ 2,500	\$ -	\$ 2,166.06		\$ 333.94
Publication Expenses (notices, invitations)				\$ 1,000	\$ -	\$ 1,000.00		\$ -
SUBTOTAL: Administration				\$ 36,450		\$ 36,450.00		\$ -
CONTINGENCY (add 10% to final amount)				\$ 21,390		\$ 21,390.00		\$ -
TOTAL				\$ 235,290		\$ 2,873.60	\$ 103,851.98	\$ 131,438.03
Actual Grant Amount Received "DATE" (50% Grant Total)						\$ -		\$ -
ISG's 10% Reduction-withheld-not yet paid but included in Grant Total amount						\$ -		\$ -



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Agenda Item #6: Watershed Boundary

Often, 1w1p planning boundaries are determined using the Department of Natural Resources "Hydrologic Unit Code" or "HUC" 8 boundaries derived from topography at a 2-ft interval. Small deviations in these boundaries are possible due to construction projects, gently sloped topography features, city stormwater infrastructure, or other factors. The HUC 8 watershed boundaries are intended to be larger scale planning boundaries for watershed work and as previously stated have often been relied upon for 1w1p planning projects.

As City of St. Cloud staff began getting further involved in the 1w1p project, they brought to the attention of project staff a location where the 1w1p project boundary is potentially not aligned with on-the-ground conditions. Roughly 2,500 acres of land in St. Cloud and Waite Park is currently within the Mississippi River St. Cloud watershed planning boundary, but technically drains to the Sauk River watershed. This area is currently excluded from the Sauk River watershed comprehensive plan, completed in 2021, because the HUC 8 boundary was used for that planning project.

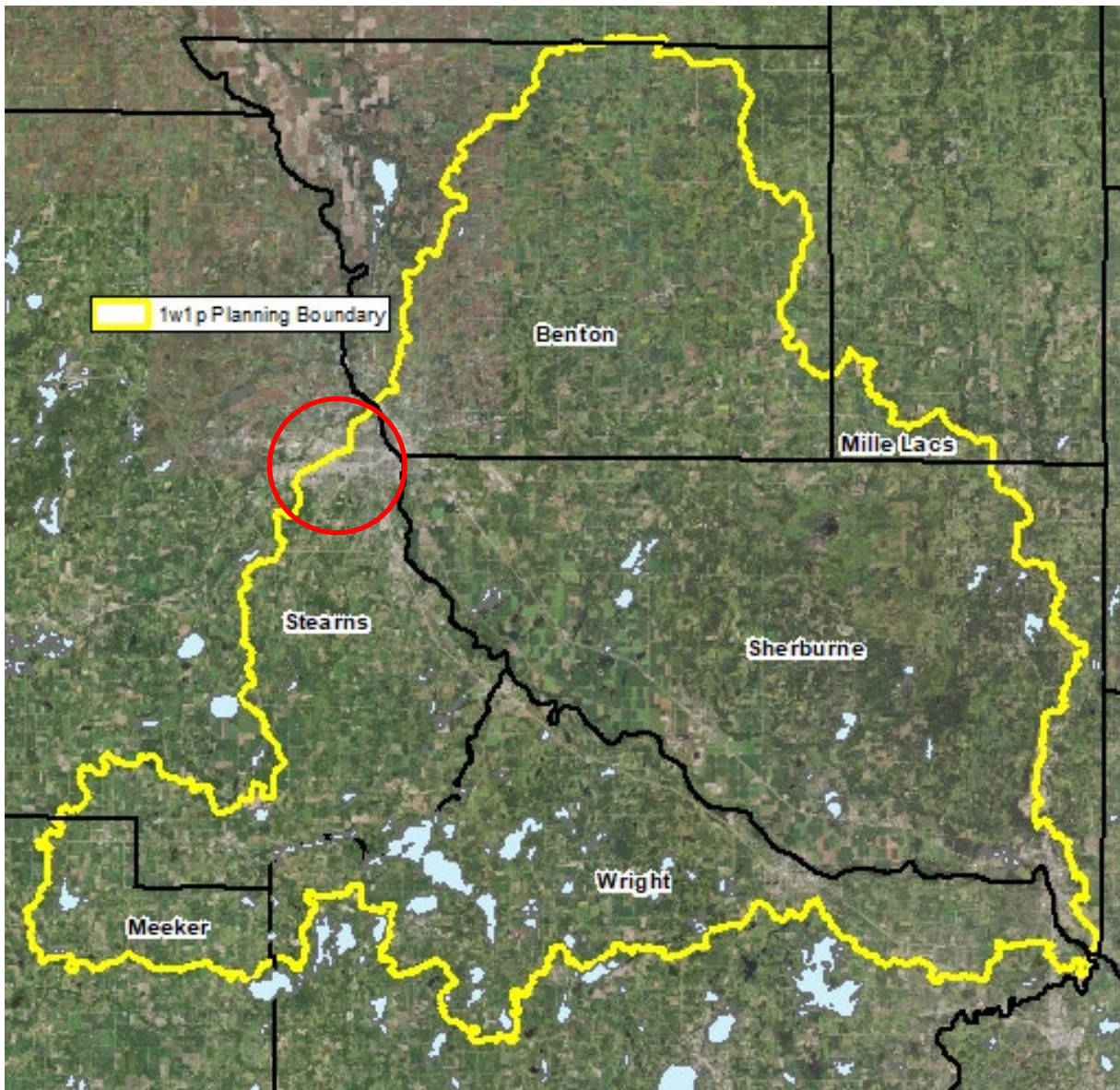
The City of St. Cloud staff have identified a number of projects in the "Pantown" neighborhood which drains to the Sauk River but is currently in the Mississippi River St. Cloud watershed planning boundary. City staff and Stearns County & SWCD staff have brought this situation to the attention of the Sauk River Watershed planning team at a December 20th meeting. Discussion occurred but no consensus developed, there are perceived pro's and con's to adjusting the watershed boundary. The process for adjusting the watershed boundary for each watershed partnership would be as follows:

- **Mississippi River St. Cloud Watershed:** Relatively simple, staff recommendation and approval from the Policy Committee. Change would be reflected in the draft plan before it goes to review periods.
- **Sauk River Watershed:** Relatively difficult. Consensus needed with partnership and approval by a Policy Committee. Because the Sauk River Watershed plan is complete and they operate under a Joint Powers Collaborative model (not an entity), each LGU within the partnership would need to approve the watershed boundary change.

Maps on the following pages illustrate the area in question. This issue is being presented to the Policy Committee as an "Information and Discussion" item, no action is necessary at this time. Staff would like to see the Sauk River Watershed group discuss further in January and arrive at a consensus. If the Mississippi River St. Cloud Watershed Policy Committee has strong feelings about this matter, those discussions will be captured at our meeting and conveyed to the Sauk River Watershed partnership for their January staff meeting.

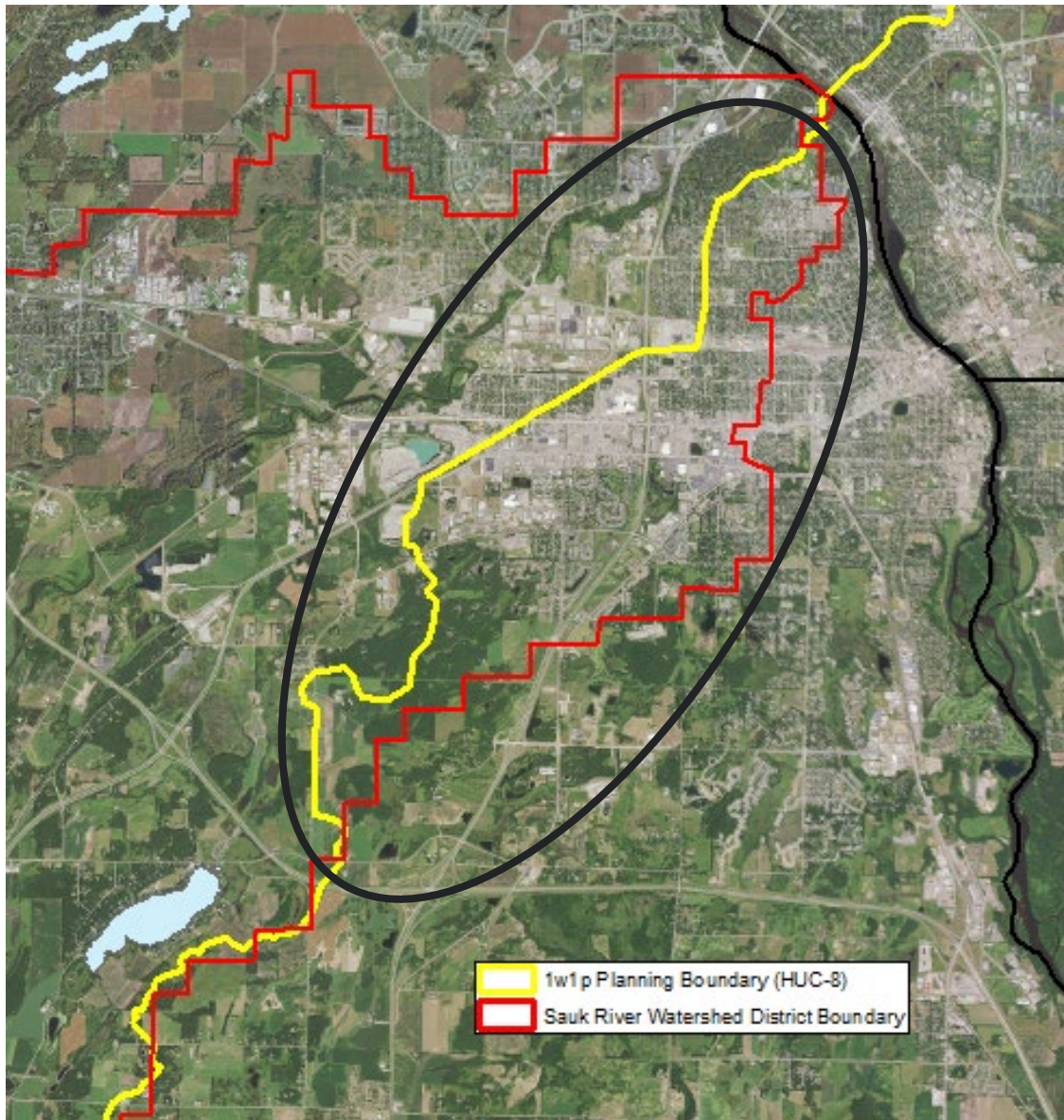
Agenda Item #6 (continued): Watershed Boundary

Map 1: Mississippi River St. Cloud Watershed Planning Boundary (area of question circled in red)



Agenda Item #6 (continued): Watershed Boundary

Map 2: Mississippi River St. Cloud Watershed Planning Boundary and Sauk River Watershed District Political Boundary. Area in question, currently within Mississippi River St. Cloud boundary but draining to Sauk River Watershed, circled in black.





Comprehensive Watershed Management Plan

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Agenda Item #7: DRAFT Joint Powers Agreement

The attorneys representing the LGU's in this partnership have met and produced a draft Joint Powers Agreement. This agreement identifies an Entity that would oversee implementation of the Mississippi River St. Cloud Comprehensive Watershed Management Plan. The entity would include a member of each LGU to sit on a board, as well as a staff representative from each LGU to sit on an Implementation Planning Committee. The draft Joint Powers Agreement specifies responsibilities and powers that this entity would hold as well as other details.

The attorneys plan to meet again on January 17th to discuss any comments received on the draft Joint Powers Agreement. The Policy Committee is requested to review and discuss any comments, questions or concerns they or their respective boards may have on the Joint Powers Agreement. Our goal on this agenda item is to hold a conversation about the document as a group and if there are consensus on issues, bring those to the attorney group. Individual boards may bring comments to their respective attorneys also.

**JOINT POWERS AGREEMENT FOR THE IMPLEMENTATION OF
THE MISSISSIPPI RIVER ST. CLOUD WATERSHED COMPREHENSIVE WATER
MANAGEMENT PLAN**

Pursuant to Minnesota Statutes, section 471.59, this Joint Powers Agreement (“Agreement”) is entered into by and among the political subdivisions and local governmental units of the State of Minnesota as follows:

The Counties of Benton, Meeker, Stearns, Sherburne, and Wright each by and through its respective Board of Commissioners, (collectively referred to as the “Counties”);

The Benton, Meeker, Mille Lacs, Stearns, Sherburne, and Wright Soil and Water Conservation Districts, each by and through its respective Board of Supervisors (collectively referred to as the “SWCDs”); and

Together, the above identified Counties and SWCD’s, collectively enter into a plan to implement protection and restoration efforts for the Mississippi River St. Cloud Watershed. For purposes of this Agreement, said political subdivisions, local units of government and those added in accordance with the terms of this Agreement, are herein collectively referred to as “Parties” and individually as a “Party.”

Recitals

WHEREAS, pursuant to Minnesota Statutes, sections 103B.305, subdivision 5 and 103B.3363, each of the Parties to this Agreement is a local unit of government having the responsibility and authority to separately or cooperatively, by joint agreement pursuant to Minnesota Statutes, section 471.59, to prepare, develop, adopt, implement, and administer a comprehensive local water management plan, or a substitute thereof, and carry out implementation actions, programs, and projects toward achievement of goals and objectives of such plans; and

WHEREAS, pursuant to Minnesota Statutes, sections 103B.101 and 103B.801, the Minnesota Board of Water and Soil Resources (BWSR) is authorized, to coordinate the water and resource planning and implementation activities of counties, Soil and Water Conservation Districts, “SWCD”, and watershed management organizations and to administer and oversee the Minnesota Comprehensive Watershed Management Planning Program, known as the One Watershed, One Plan program; and

WHEREAS, each of the Parties exercises water management authority and responsibility within the Mississippi River St. Cloud Watershed Management Area, a geographical area consisting of those portions of Benton, Meeker, Stearns, Sherburne, and Wright counties that drain into the Mississippi River St. Cloud Watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, some of the Parties had previously entered into the Mississippi River St. Cloud Watershed Memorandum of Agreement (“MOA”) with the last date of signature being _____, to develop the One Watershed, One Plan (“Plan”) for the Mississippi River St. Cloud Watershed. Under the terms of the MOA, the Plan will be completed, be submitted to the Minnesota Board of Water and Soil Resources (“BWSR”) for approval and will then be considered for adoption by the Parties to this Agreement. Those governmental entities that approve the Plan shall be eligible to be a part of this Agreement. The terms of the MOA also require that the structure for administration of the Plan be determined. The MOA will expire coterminous with the One Watershed, One Plan grant from BWSR dated _____. This Agreement shall not be construed as to modify or supplant the terms or provisions of the MOA; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes, chapters 103B, 103C, and 103D, and with public drainage systems pursuant to Minnesota Statutes, chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, this Agreement and the Mississippi River St. Cloud Watershed Comprehensive Watershed Management Plan does not replace or supplant local land use or the planning/zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner.

TERMS AND CONDITIONS

NOW THEREFORE, pursuant to Minnesota Statutes, section 471.59 and other relevant state law and in consideration of the mutual promise and benefits that the Parties shall derive herefrom, all Parties hereby agree:

1. Purpose and Establishment

- a) Purpose: This Agreement establishes the terms and conditions, governing structure, and processes by which the Parties will institute the implementation of the Plan. The Plan provides a framework for consistency and cooperation for entities that operate within the Mississippi River St. Cloud Watershed to allow for the implementation of projects within the watershed that provide the highest return on investment for addressing water quality/quantity issues within the watershed, and to allow the funding from the Minnesota Board of Water and Soil Resources (“BWSR”) to be passed through to the Parties for administration consistent with State statutes, guidelines, grant requirements and the Plan. Consistent with its terms and conditions, this Agreement authorizes the Parties to cooperatively exercise their common and similar power of local water planning and management notwithstanding the territorial limits within which they may otherwise exercise separately and to take action that will promote the goals listed in Minnesota Statutes, section 103B.801 and fulfill responsibilities under Minnesota Statutes, chapter 103B.

- b) Established: This Agreement establishes a joint powers entity (hereinafter, the “Entity”). The name of the Entity is “Mississippi River St. Cloud Watershed Partnership”.
- c) Recitals: All recitals set forth above are hereby incorporated into this Agreement.

2. Eligibility and Procedure to Become a Party

- a) Qualifying Party: A county, SWCD, watershed district, or watershed management organization located and authorized to carry out water planning and resource management responsibilities within the Mississippi River St. Cloud Watershed Management Area is eligible to become a Party to this Agreement. To become a Party, the county, SWCD, watershed district or watershed management organization shall have first adopted the Plan.
- b) Initial Parties: A county, SWCD, watershed district, or watershed management organization may be an Initial Party by qualifying under section 2(a), by adopting the Plan and by its governing board agreeing to become a Party and be bound by the terms of this Agreement within 60 days of State approval of the Plan. Such local unit of government shall also give notice of plan adoption in accordance with provisions of Minnesota Statutes, chapters 103B and 103D. Any qualifying county, SWCD, watershed district, or water management organization that desires to become a Party after expiration of the 60-day period for joining as an Initial Party, will be eligible to become a Party as an additional party pursuant to Section 2.c., below.
- c) Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan, may become a Party upon the adoption of the Plan by the Party’s governing board and by submitting to the Entity evidence its governing board adopted the Plan and agrees to the terms and conditions of this Agreement and to be bound by the same.

Upon receipt of such evidence, the governing board shall issue a signature page to the local government unit and instructions to execute and return the same to the Entity along with the name and contact data of the representatives appointed by the local government unit to serve on the governing board.

3. Powers and Formation of the Governing Board

- a) Board: A governing board (“Board”) shall be formed to oversee the implementation of the Plan. The Board shall consist of one individual selected by each Party to the Agreement. The Party shall determine the elected officials that will serve as its representative and alternate to serve in the absence of the representative. The Party will be allowed to remove its representative that serves on the Board and or replace its alternate. If both the representative and alternate are present at the meeting, only the representative will have the ability to participate on the Board and cast a vote. Each member of the board shall have one vote. Each entity shall only have one vote. There shall be no votes by proxy. Members of the Board are neither deemed employees of the Board nor entitled to any compensation from the Entity.
- b) Board Term and Vacancy: The term of a Board representative shall be for a period of two years with the ability of the Party to appoint a representative to successive terms. If the Party fails to appoint a representative, the incumbent shall serve until such appointment occurs. If a representative resigns or is no longer able to serve, the alternate shall serve until a representative is appointed.
- c) Officers: The Board shall elect from its members a Chair and a Vice Chair at the first meeting of each new calendar year. The duties of the Chair include presiding at all meetings, acting as the administrative leader of the Entity, and carrying out such functions as the Board assigns to the Chair. The Vice Chair shall act as the Chair in the Chair’s absence. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the Entity.
- d) Open Meeting Law: The Board shall comply with the Minnesota Open Meeting law as set forth in Minnesota Statutes, chapter 13D. The Board members are permitted to appear remotely if the requirements of the Open Meeting Law are followed.
- e) Operations: The Board shall meet twice a year or more often as deemed necessary by the Board. The Board may adopt bylaws consistent with this Agreement and applicable law and may amend the same on a vote of simple majority of all the Board representatives. The Board may act only if there is a quorum. A quorum is a simple majority of the Board.
- f) Yearly Budget and Yearly Plan: The Board shall approve the yearly budget for the organization and the yearly implementation plan by super majority of 75% of the quorum.
- g) Fiscal Agent: The Board, with a Party’s consent, shall identify a Party to act as fiscal agent. The fiscal agent shall be responsible for: 1) retention of all data collected, created, received, maintained or disseminated for any

purpose of the activities undertaken pursuant to this Agreement and retain the same for a minimum of six years after the termination of the Agreement or as required by law or any funding source, whichever is longer in duration; 2) to ensure a full accounting using generally accepted auditing practices of all financial obligations of the Entity; 3) to allow, as required by Minnesota Statutes, section 16C.05, access and the right to examine, audit, excerpt or transcribe any documents pertinent to the accounting practices and procedures and fiscal transactions relating to this Agreement for the purposes of auditing by any Party, the State Auditor or others as the Board directs; 4) to provide to the Board reports on the fiscal transactions that have occurred for their approval; and 5) to ensure that any reporting requirement from funding sources is abided by.

1. Committees: **The Board shall have an Implementation Planning Committee.** It is the duty of the Implementation Planning Committee to draft a yearly implementation plan consistent with the Plan and a yearly budget for consideration by the Board. The Implementation Planning Committee will solicit from each Party projects that are consistent with the Plan and further the goals of the Plan for consideration of the Implementation Planning Committee as a whole. **The Implementation Planning Committee shall have one representative from each Party who is appointed by the Party's governing board and is a staff member from the Party.** Each person appointed shall have one vote. The yearly implementation plan shall identify the projects/ and or programs for funding, the timeline for the completion of the project/programs and who is proposed to oversee the project/programs. The yearly plan shall coincide with the fiscal year for the State of Minnesota. The yearly plan shall be evaluated in accord with the goals of Plan, the guidelines set forth in statute and by BWSR. The Implementation Planning Committee may have ex officio members to assist the Committee in its efforts. The ex officio members shall not have a vote on the Committee.
2. The Board may establish committees for the purposes of implementation of the Plan. Any committees established by the Board shall be identified in the Board's By-Laws. The By-Laws shall establish the purpose of any committee, identify the process for appointing members and the qualifications of those members, and describe the process and procedures for the committee. All committees shall comply with the terms of this Agreement.
3. The Board does not have the authority to delegate any of its powers under this Agreement to a committee. Committees are not permitted to make final decisions for the Board, enter into contracts for the Board, or receive any fiscal funds on behalf of the Board.

h) Powers: The Board shall have the following powers:

- i) The Board may apply for and accept gifts, grants or money, other personal property or assistance that is available through the United States government, the State of Minnesota or any person, association or agency in the furtherance of the goals and objectives of the Plan;
 - ii) The Board may make such agreements or contracts as necessary to implement the terms of the Plan including the contracting for a project coordinator, administrative, fiscal agent, legal or expert services. If a coordinator is contracted for, the payment for the coordinator shall be funded by grant funds or gifts;
 - iii) The Board may contract with a Party to implement a Project set forth in the yearly Implementation plan;
 - iv) The Board shall procure insurance coverage and any necessary surety bonds for the Entity with such costs being paid for by the Entity;
 - v) The Board shall direct development of a yearly budget and yearly project plan to be implemented and shall provide notice to all the Parties' governing boards of the proposed budget and yearly plan and seek feedback on the same;
 - vi) The Board may adopt bylaws for the operation of the Entity so long as the bylaws are consistent with state law and this Agreement;
 - vii) The Board shall pay for services performed consistent with the purpose of the Agreement and the Plan. The Board may develop a process for the payment of invoices provided that all payments shall be subject to ratification by the Board at the next meeting. The Board shall account for disbursement of funds in a manner consistent with generally accepted accounting practices; and
 - viii) The Board shall hold such incidental powers as are necessary to effectuate this Agreement.
- i) **Reservation of Powers:** Any powers not specifically enumerated shall be reserved to the Parties. Specifically, and without limitation, the following powers are reserved: the ability to hire staff; the ability to own real property; the ability to own personal property unless such properties are purchased with grant monies or are a gift; the ability to levy; and the ability to incur debt or bond.
 - j) **Funding of Operations:** The funding of the Entity and the implementation of the plan shall be limited to grant revenues, gifts, or monies from any person, entity, or association. The Parties shall only be responsible for agreed upon contributions of in-kind services and staff time, unless the Party's governing

board, in its sole discretion, affirmatively elects to do provide additional funding for an identified project.

4. Term and Termination

- a) Effective Date: This Agreement is effective upon signature of all Initial Parties and will remain in effect unless terminated consistent with terms of this Agreement or as otherwise provided under the law. **This Agreement will be reviewed every five years to evaluate the efficacy of the entity.**
- b) Termination: This Agreement terminates: 1) by motion or resolution adopted by the governing bodies of all then-existing Parties; 2) by resolution or motion by the Board upon ongoing failure to obtain adequate funding for Plan implementation; 3) by order of a Court of competent jurisdiction; or 4) if only three Parties remain party to this Agreement. Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes, section 471.59, subdivision 5 after the Agreement has been terminated or the purpose of the Agreement has been completed.
- c) Asset Disbursement: Upon termination, any assets remaining shall be disbursed as follows: 1) assets that have been purchased with pass through funding wherein the agreement requires tracing of the asset and specific disposal requirement shall be disposed of in accord with the funding agreement; 2) remaining assets shall be liquidated and any monies shall first be applied to any debt or obligation remaining; 3) after satisfaction of any debt or obligation there remains any assets, it shall be divided evenly to the then remaining Parties to the Agreement at the time of termination.
- d) Withdrawal: A Party may withdraw from this Agreement by motion or resolution of its governing body of intent to withdraw. Any motion to withdraw made on or before January 1st shall be effective for the following June 30th. Any motion to withdraw made after January 1st shall not be effective until the second June 30th. The withdrawal shall not relieve any Party of an obligation in effect for the existing terms of a grant agreement nor shall it relieve Mississippi River St. Cloud Watershed Partnership of paying for any obligation assumed by the Party until such time as the withdrawal is effective. A Party may withdraw earlier upon agreement from all remaining Parties. Notice shall be done by certified US Mail delivered to the fiscal agent and the current Board Chair.
- e) Duties on Withdrawal: Notwithstanding the Notice to Withdraw, the Party shall continue to discharge its responsibilities under the current BWSR grant. The withdrawing Party shall not be entitled, under this Agreement, to any disbursement of property or funds.

5. General Provisions

- a) Compliance with Laws/Standards: The Parties agree to abide by all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.
- b) Timeliness: The Parties agree to perform obligations under this Agreement in a timely manner and inform each other about delays that may occur.
- c) Applicability: The Entity shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Entity shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, chapter 466.
- d) Indemnification and Hold Harmless: The Entity shall fully defend, indemnify, and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Governing Board and/or employees and/or the agents of the Entity. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant on limitations on liability provided under Minnesota Statutes, section 466.04 or any other statutes regarding the limitation of liability for political entities of the State of Minnesota.

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 purpose of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a); provided further that for purposes of the statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- e) Amendments: Any proposed amendments to this Agreement may be initiated by the Board and, if approved by the Board by a supermajority of 75%, the Board may send the same to the Parties’ governing bodies for consideration. No amendment to this Agreement is effective until all Parties’ governing boards have approved the amendment.
- f) Dispute Resolution: If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the Parties to the dispute are unable to resolve the issue through good faith discussions, the Parties agree to use mediation services to attempt to resolve the dispute. The Parties shall work cooperatively to select a mediator, the cost of which shall be shared equally

among the Parties to the dispute. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

6. Miscellaneous

- a) Counterparts: 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 executed Agreement, including all counterparts, shall be filed with each Party to this Agreement with a notification of the Agreement's effective date.
- b) Savings Clause: In the event any provision of this Agreement is determined by a court of law to be null and void, the remaining provisions of this Agreement shall continue in full force and effect.

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Comprehensive Watershed Management Plan

Policy Committee Meeting Packet

Watershed Highlight - Submitted by Meeker SWCD



Mississippi River St. Cloud One Watershed One Plan Highlight

Policy Committee Meeting Packet

Water & Sediment Control Basins – Lead to expanding Habitat Corridors

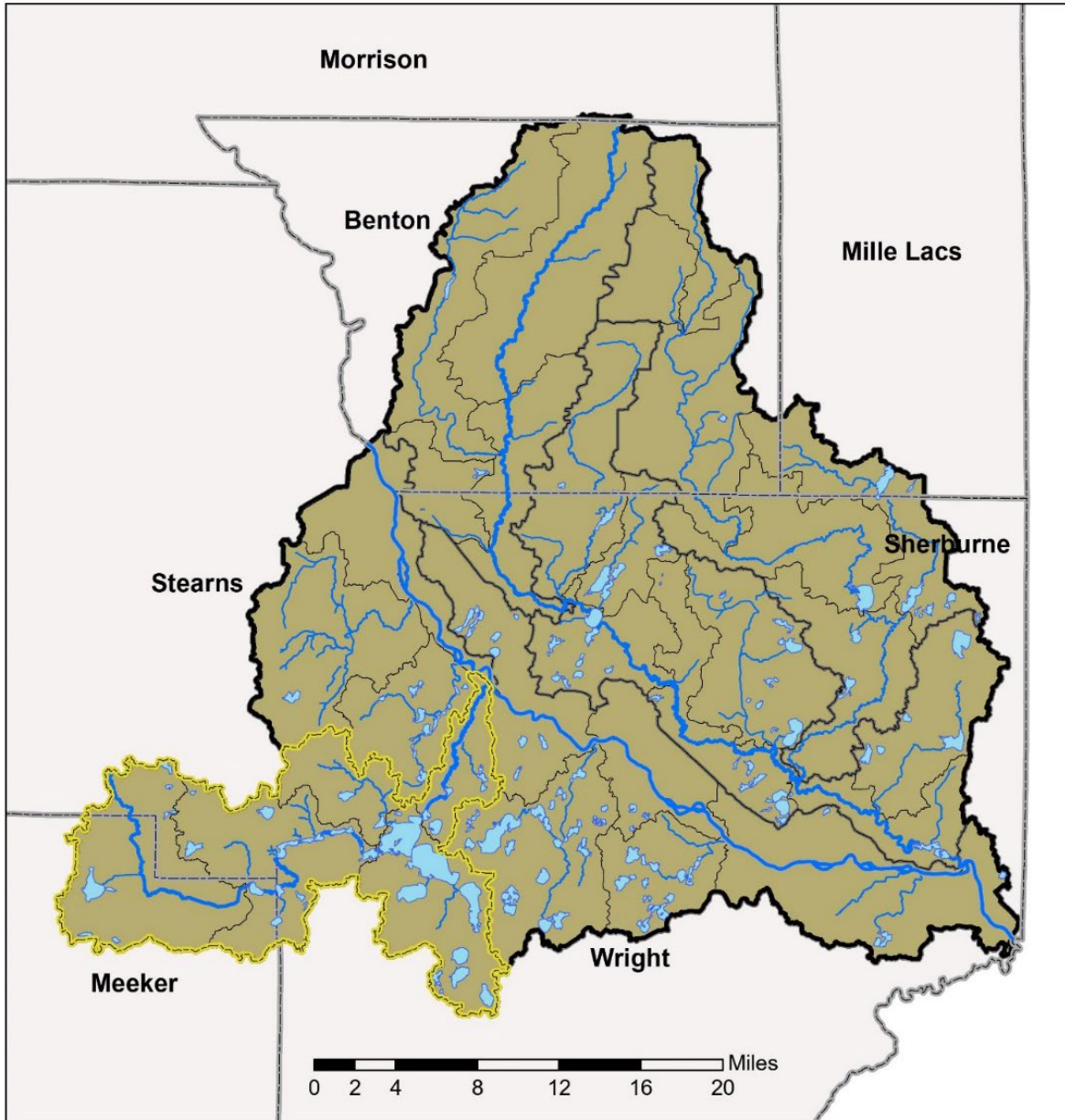
Meeker County landowner had concerns of erosion on his cropland acres and reached out to the SWCD for assistance. Several gullies in the field were displacing valuable topsoil and required time and resources each spring to level out and plant. Meeker SWCD worked with the West Central Technical Service Area Engineers to design the Water and Sediment Control Basins. To provide the best possible cost share assistance for the landowner the SWCD leveraged its State Grant dollars by partnering with NRCS utilizing the EQIP Program, and received a contribution from the Clearwater River Watershed District to construct the practice.

Four Water and Sediment Control Basins were installed over 2 construction seasons, totaling over 3600 linear feet of berms, saving over 175 tons of soil per year from washing downstream.

Upon completion of the Water and Sediment Control Basins, the landowner wanted to further protect his field from wind and water erosion and enrolled 128 acres of his field in the CRP program. The addition of the native CRP grassland planting expands upon a habitat corridor connecting to the Kingston Wildlife Management Area in Northeast Meeker County



Project Boundary



- | | |
|---|--|
|  Planning Boundary |  HUC 10 |
|  Clearwater River Watershed District |  HUC 12 |
|  Named Lakes |  County Boundries |
|  Large Rivers |  Streams |





Comprehensive Watershed Management Plan

Policy Committee Meeting Packet

MRSC Watershed Policy Committee Meeting Norms and Guidelines

Process Norms

- Follow Robert's Rules of Order
- Everyone will contribute to the conversation
- Strive for consensus and support the final outcomes/decisions
- Decisions will be based in sound science
- All voices count. All opinions are valid, but offer reasoning behind your thinking
- Ask clarifying questions to seek further understanding
- Note-taker is to capture highlights of the discussion and decisions made, but not detailed minutes

Preparation Norms

- Meetings will start / end on time
- Members will complete pre-work, read materials, and be prepared to meet
- Request additional information prior to meeting if necessary
- We will identify clear deadlines for when tasks are assigned to members and strive to meet them (both in developing materials and responding / providing feedback)

Communication Norms

- Be respectful and promote open communication
- Listen to understand
- Respect each other's opinions
- Stay on topic and pay attention
- Silence phones and exercise proper meeting decorum