



# Joint Powers Entity

## Board Meeting Agenda Packet

Date / Time:	November 6 <sup>th</sup> , 2025 11:00pm – 12:00pm
Location:	In-Person: Palmer Town Hall – 4180 105 <sup>th</sup> Ave, Clear Lake, MN 55319 Remote option* through Microsoft Teams Calendar link: <a href="#">Meeting Link</a> <i>*Voting members may be participating by interactive technology per Open Meeting Law</i>
Officers:	Chair: <i>Tina Diedrick</i> , Vice Chair: <i>Scott Johnson</i>
Note Taker:	Francine Larson
1w1p Website:	<a href="https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/">https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/</a>
Committee Representatives Invited:	Benton County – Scott Johnson, Benton SWCD – Wade Bastian, Meeker County – Steve Schmitt, 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 – Chris Uecker
Individuals Copied:	Policy Committee Alternate Members Implementation Planning Committee Members and Alternates BWSR staff – Zach Guttormson & Brad Wozney City of St. Cloud staff – Noah Czech

### Meeting Preparatory Work

- Review MCIT Joint Powers Agreement
- Review CRP Incentive Program Policy
- Review proposed 2026 board meeting dates

### Meeting Objectives

- Consider Resolution 25-04 for insurance coverage
- Consider approval of CRP Incentive program policy
- Discuss 2026 board meeting dates



# Joint Powers Entity

## Board Meeting Agenda Packet

Meeting Agenda				
Item	Page	Time	Topic	Task
1		11:00	Welcome and Introductions ( <i>Chair</i> )	INFORMATION
2	2	11:05	Review and approve agenda ( <i>Chair</i> )	ACTION
3	3-6	11:07	Review and approve 08-07-2025 meeting minutes ( <i>Chair</i> )	ACTION
4	7-13	11:10	General Updates ( <i>Cibulka</i> ) <ul style="list-style-type: none"> <li>• Activities Update</li> <li>• Financial Update</li> </ul>	INFORMATION
5	14-37	11:30	Consider Resolution 25-04 ( <i>Chair</i> ) <ul style="list-style-type: none"> <li>• Consider motion to approve Resolution 25-04 pertaining to insurance coverage through MCIT.</li> </ul>	ACTION
6	38-39	11:40	Consider CRP Policy ( <i>Chair</i> ) <ul style="list-style-type: none"> <li>• Consider Motion to Approve Conservation Reserve Program (CRP) Incentive Policy</li> </ul>	ACTION
7	40	11:50	Review Proposed 2026 JPE Meeting Dates ( <i>Cibulka</i> )	DISCUSSION
8		12:00	<ul style="list-style-type: none"> <li>• Adjourn</li> </ul>	ACTION

### Supplemental Items

- [MRSCWE Boundary \(page 41\)](#) – Watershed boundary map which may be a useful reference.
- [Policy Committee Meeting Norms and Guidelines \(page 42\)](#) – Best practices for JPE Board meetings.
- [MRSCWE Common Acronyms \(page 43-44\)](#) – Terms and acronyms common to the MRSCWE work environment.



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #3: August 7<sup>th</sup>, 2025 JPE Board Minutes

**REQUEST FOR ACTION:** Consider a motion to “approve the MRSCWE Joint Powers Board’s August 7<sup>th</sup>, 2025 meeting minutes”.



# Joint Powers Entity

## Board Meeting Minutes

Proceedings of the Mississippi River St. Cloud Watershed Entity Joint Powers Board held on August 7th, 2025. Diedrick called the meeting to order at 11:02 am

Date / Time:	August 7th, 2025 11:02 AM – 11:34 AM
Location:	Sherburne History Center – 10775 27 <sup>th</sup> Ave SE, Becker MN 55308 Remote option available through Microsoft Teams
Officers:	Chair: Tina Diedrick, Vice Chair: Scott Johnson
Note Taker:	Andie Bumgarner
Website:	<a href="https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/">https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/</a>
Voting Representatives Present:	Scott Johnson - Benton County*, Tom Gregory – Stearns SWCD Wade Bastian - Benton SWCD Bob Schiefelbein – Meeker SWCD Tina Diedrick – Wright County Andrew Hulse – Sherburne County Taryl Clark – Stearns County*
Voting Representatives Absent:	
Alternate Representatives Present:	Chris Jurek – Sherburne SWCD Andre LaSalle - Mille Lacs County*
Partners and Staff Present:	Emily Forbord – Benton SWCD Stephanie Hatzenbihler – Stearns SWCD, Becky Schlorf* – Stearns ESD Alicia O’Hare – Wright SWCD

\*Indicates virtual attendance



# Joint Powers Entity

## Board Meeting Minutes

### **Agenda Item #1: Call to Order**

**Meeting was called to order by Chair Diedrick at 11:02 am.**

A quorum was present. Chair Diedrick welcomed the Board and attending staff.

### **Agenda Item #2: Review and Approve Agenda**

- Motion by Gregory, second by Schiefelbein to approve the agenda as presented. Members voting in favor: Bastian, Clark, Diedrick, Gregory, Hulse, Johnson, Jurek, LaSalle, Schiefelbein. Members opposed: None. Members Abstained: None. Motion carried.

### **Agenda Item #3: Review and Approve 06-05-2025 Meeting Minutes**

Draft minutes were presented.

- Motion by Schiefelbein, second by Gregory to approve the 06-05-2025 Meeting Minutes as presented. Members voting in favor: Bastian, Clark, Diedrick, Gregory, Hulse, Johnson, Jurek, LaSalle, Schiefelbein. Members opposed: None. Members Abstained: None. Motion carried.

### **Agenda Item #4: General Updates**

Cibulka updated the Board on recent activities and anticipated future activities. He shared that a consensus had been reached on contract language by county attorneys. The Board asked questions on the fiscal agent role and watershed coordinator. Discussion was had. Next Board meeting has been tentatively set for Sept 4th. Cibulka ended by speaking about CRP Incentive Grant funding that has been approved by BWSR. IPC will need to develop a workplan and local policy for the JPE Board / BWSR to approve, then program promotion can begin.

### **Agenda Item #5: MRSCWE Master Agreements**

Attorneys representing the 11 MRSCWE Members met and developed a Master Agreement that outlines terms and conditions for Members to accept grant funding from the entity. Master Agreement to be signed by the MRSCWE and Members who are requesting funds.

- Motion by Clark, second by Hulse to authorize the Chair to sign the Master Program and Project Agreement between the MRSCWE and the Benton SWCD, Meeker SWCD, Mille Lacs SWCD, Sherburne County, Sherburne SWCD, Stearns CD and Wright SWCD. Members voting in favor: Bastian, Clark, Diedrick, Gregory, Hulse, Johnson, Jurek, LaSalle, Schiefelbein. Members opposed: None. Members Abstained: None. Motion carried.



# Joint Powers Entity

## Board Meeting Minutes

### Agenda Item #6: Member Statement of Work Agreements

Cibulka briefed the Board on the Statement of Work document explaining it outlines the funding amount, categories of work, and deliverables for the projects and programs that MRSCWE members are requesting to complete. He added that the Implementation Planning Committee has reviewed projects and program proposals and recommend them to be approved by the JPE Board. Funding will be available until December 2027.

- Motion by Hulse, second by Johnson to authorize the Chair to sign the Member Statement of Work Agreement between the MRSCWE and the Benton SWCD, Meeker SWCD, Mille Lacs SWCD, Sherburne County, Sherburne SWCD, Stearns CD, and Wright SWCD. Members voting in favor: Bastian, Clark, Diedrick, Gregory, Hulse, Johnson, Jurek, LaSalle, Schiefelbein. Members opposed: None. Members Abstained: None. Motion carried.

### Agenda Item #7: Adjourn

**Chair Diedrick adjourned the meeting at 11:34 AM.**

She commended the Board and Cibulka for all their hard work.

I certify that the foregoing is a true and correct copy of the minutes approved by the MRSCWE JPE Board.

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Signature & Title

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Date

Meeting minutes respectfully submitted by Andie Bumgarner on behalf of the Mississippi River St. Cloud Watershed Entity.

## Agenda Item #4: General Updates

### Recent and Anticipated Activities (Aug 2025 - Dec 2025)

**August 2025**

- PConsider approval of projects, programs, administration by JPE Board and execution of contracts
- Disbursement of WBIF to Members

**September 2025**

- Development of encumbrance forms and accounting templates by Fiscal Agent
- Development of CRP Incentive Program Policy
- Distribution of a Request for Quotes to prospective attorneys

**October 2025**

- Finalized draft CRP Incentive Policy
- Discussed Stearns CD proposal for a Plan Tracking Tool
- Discussion of CWMP's Soil Health Goal

**November 2025**

- Development of Plan Tracking Tool
- Finalize protocol for use of pollutant reduction calculators
- Review quotes for attorney services

**December 2025**

- Begin FY27 WBIF Preparation



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #4 Continued: General Updates

### Soil Health Goal Update

The Implementation Planning Committee (IPC) has discussed the Comprehensive Watershed Management Plan (CWMP) Soil Health Goal (see "Goal 2" in image below).

This goal tasks the group with creating a protocol to assess the current level of soil health adoption during the first biennium of the plan, setting a goal to reach by Year 10 of the plan, then assessing progress. The IPC has identified a remote sensing dataset that uses calibrated aerial photography technology to identify crop residue levels and cover crop emergence which can be used for this goal. Additionally, staff from Sherburne SWCD is developing a smaller-scale Agricultural Windshield Survey that can provide additional supportive data for this effort.

#### Landscape Resiliency Issue 1: Soil Health

The Watershed varies in topography and soil types, creating circumstances where water erosion is prominent in areas with high topographic relief and wind erosion a challenge for vast areas of flat, open landscapes. Improving soil health and structure is an important technique to reduce both wind and water erosion.

##### ISSUE STATEMENT

Degraded soil health **diminishes resiliency and limits the ecological functions** of the landscape.

##### DESIRED FUTURE CONDITION

Adoption of soil health practices across the Watershed that results in **increased resiliency and ecological functions** of the land.

##### MEASURABLE GOALS

###### Goal 1

Implement soil health practices in each management zone as outlined in Table 3.6.  
*Note: Table 3.6 includes agricultural land, pastureland, and turfgrass.*

###### Goal 2

Demonstrate an **increase in soil health adoption** amongst agricultural producers in the Watershed.

To adequately achieve soil health goal number 2, the Partners will complete a study/report in the first biennium of the CWMP that identifies the current status of soil health adoption in the Watershed (how many farms/producers are integrating soil health practices). The report will recommend, based upon the findings, a measurable goal to obtain by Year 10.



MISSISSIPPI RIVER  
ST. CLOUD  
WATERSHED

# Joint Powers Entity

*Board Meeting Agenda Packet*

**Agenda Item #4 Continued: Financial Updates**

Mississippi River St. Cloud Watershed Entity (MRSCWE)

WBIF2025 - 10/30/2025

Program ID	LGU	Description	Objective	Grant				Match			
				Allocated	Encumbered	Expended	Available	Allocated	Encumbered	Expended	Remaining
W25-BSWCD-01-01	Benton SWCD	2025-2027 Admin/Coordination	1	6,000.00	-	-	6,000.00	-	-	-	-
W25-BSWCD-01-02	Benton SWCD	2025-2027 Project Development	3	45,000.00	-	-	45,000.00	-	-	-	-
W25-BSWCD-01-03	Benton SWCD	2025-2027 Outreach	4	15,000.00	-	-	15,000.00	-	-	-	-
W25-BSWCD-01-04	Benton SWCD	2025-2027 Technical Engineering Assistance	5	75,000.00	-	-	75,000.00	-	-	-	-
W25-BSWCD-01-05	Benton SWCD	2025-2027 Ag Practices	6	85,000.00	-	-	85,000.00	21,250.00	-	-	21,250.00
W25-BSWCD-01-06	Benton SWCD	2025-2027 Wetland Restoration	11	60,000.00	-	-	60,000.00	15,000.00	-	-	15,000.00
W25-JPE-01-01	JPE	Board meeting attendance	1	-	-	-	-	5,000.00	-	-	5,000.00
W25-MSWCD-01-01	Meeker SWCD	Project Development	3	3,000.00	-	-	3,000.00	-	-	-	-
W25-MSWCD-01-02	Meeker SWCD	Technical-Engineering Assistance	5	8,000.00	-	-	8,000.00	-	-	-	-
W25-MSWCD-01-03	Meeker SWCD	Agricultural Practices	6	40,000.00	-	-	40,000.00	10,000.00	-	-	10,000.00
W25-MLSWCD-01-01	Mille Lacs SWCD	2025-2027 Website Services	1	3,000.00	-	-	3,000.00	-	-	-	-
W25-MLSWCD-01-02	Mille Lacs SWCD	2025-2027 Project feasibility and development for streambank and shoreline Restoration in Saint Francis Management Zone in Mille Lacs County	3	12,500.00	-	-	12,500.00	-	-	-	-
W25-MLSWCD-01-03	Mille Lacs SWCD	2025-2027 Agriculture Best Management Practices in Saint Francis Management Zone in Mille Lacs County	7	20,000.00	-	-	20,000.00	-	-	-	-
W25-Sco-01-01	Sherburne County	Planning & Assessment	2	15,000.00	-	-	15,000.00	-	-	-	-
W25-SSWCD-01-01	Sherburne SWCD	2025-2027 Coordinator Services	1	32,400.00	-	1,305.15	31,094.85	-	-	525.16	(525.16)
W25-SSWCD-01-02	Sherburne SWCD	2025-2027 Note Taking Services	1	5,400.00	-	327.81	5,072.19	-	-	-	-
W25-SSWCD-01-03	Sherburne SWCD	2025-2027 Forestry Program - Planning and Assessment	2	2,500.00	-	-	2,500.00	-	-	-	-
W25-SSWCD-01-04	Sherburne SWCD	Briggs Chain Carp Management Feasibility Study	2	52,256.00	49,080.00	-	3,176.00	-	-	-	-
W25-SSWCD-01-05	Sherburne SWCD	Tibbets Brook Multipurpose Drainage Management Plan	2	10,000.00	-	-	10,000.00	-	-	-	-
W25-SSWCD-01-06	Sherburne SWCD	2025-2027 Outreach and Project Development	3	17,250.00	-	1,479.17	15,770.83	-	-	-	-
W25-SSWCD-01-07	Sherburne SWCD	2025-2027 Education and Outreach Program	4	15,000.00	-	-	15,000.00	-	-	-	-
W25-SSWCD-01-08	Sherburne SWCD	2025-2027 Technical and Engineering Assistance	5	63,000.00	-	783.09	62,216.91	-	-	-	-
W25-SSWCD-01-09	Sherburne SWCD	2025-2027 Non-Structural Management Program	7	27,744.00	-	-	27,744.00	1,936.00	-	-	1,936.00
W25-SSWCD-01-10	Sherburne SWCD	2025-2027 Streambank and Shoreland Restoration and Protection	8	130,000.00	5,687.25	-	124,312.75	41,250.00	1,895.75	-	39,354.25
W25-SSWCD-01-11	Sherburne SWCD	2025-2027 Forestry Program - Forest Practice	9	7,500.00	-	-	7,500.00	-	-	-	-
W25-SSWCD-01-12	Sherburne SWCD	2025-2027 Stormwater Program	10	53,400.00	-	-	53,400.00	5,340.00	-	-	5,340.00
W25-SSWCD-01-13	Sherburne SWCD	2025-2027 Wetland Restoration Program	11	25,000.00	-	-	25,000.00	6,250.00	-	-	6,250.00
W25-SSWCD-01-14	Sherburne SWCD	2025-2027 Groundwater Conservation Program	12	25,000.00	-	-	25,000.00	12,500.00	-	-	12,500.00
W25-SCD-01-01	Stearns CD	2025-2027 Fiscal Agent Services	1	70,500.00	-	3,090.31	67,409.69	-	-	-	-
W25-SCD-01-02	Stearns CD	2025-2027 Outreach and Project Development for the next implementation biennium in Plum Creek - Johnson Creek Management Zone and Clearwater Management Zone - Project Development	3	15,558.00	-	-	15,558.00	-	-	-	-
W25-SCD-01-03	Stearns CD	2025-2027 Outreach and Project Development for the next implementation biennium in Plum Creek - Johnson Creek Management Zone and Clearwater Management Zone - Education/Information	4	15,000.00	-	-	15,000.00	-	-	-	-
W25-SCD-01-04	Stearns CD	2025-2027 Agriculture Best Management Practices in Clearwater Management Zone in Stearns County - Technical Engineering Assistance	5	5,000.00	-	-	5,000.00	-	-	-	-
W25-SCD-01-05	Stearns CD	2025-2027 Agriculture Best Management Practices in Plum Creek - Johnson Creek Management Zone - Technical Engineering Assistance	5	5,000.00	-	-	5,000.00	-	-	-	-
W25-SCD-01-06	Stearns CD	2025-2027 Streambank and Shoreline Restoration in Clearwater Mgmt Zone in Stearns County - Technical Engineering Assistance	5	4,000.00	-	-	4,000.00	-	-	-	-
W25-SCD-01-07	Stearns CD	2025-2027 Agriculture Best Management Practices in Clearwater Management Zone in Stearns County-Agricultural Practices	6	20,000.00	-	-	20,000.00	5,000.00	-	-	5,000.00
W25-SCD-01-08	Stearns CD	2025-2027 Agriculture Best Management Practices in Plum Creek - Johnson Creek Management Zone - Agricultural	6	20,000.00	-	-	20,000.00	5,000.00	-	-	5,000.00
W25-SCD-01-09	Stearns CD	2025-2027 Agriculture Best Management Practices in Clearwater Management Zone in Stearns County - Non -Structural Mgmt	7	10,000.00	-	-	10,000.00	-	-	-	-
W25-SCD-01-10	Stearns CD	2025-2027 Agriculture Best Management Practices in Plum Creek - Johnson Creek Management Zone - Non-Structural Mgmt	7	10,000.00	-	-	10,000.00	-	-	-	-

Mississippi River St. Cloud Watershed Entity (MRSCWE)

WBIF2025 - 10/30/2025

Program ID	LGU	Description	Objective	Grant				Match			
				Allocated	Encumbered	Expended	Available	Allocated	Encumbered	Expended	Remaining
W25-SCD-01-11	Stearns CD	2025-2027 Streambank and Shoreline Restoration in Clearwater Mgmt Zone in Stearns County - Streambank/Shoreland	8	20,000.00	-	-	20,000.00	5,000.00	-	-	5,000.00
W25-WSCWD-01-01	Wright SWCD	Locke Lake Watershed Assessment	2	100,000.00	100,000.00	-	-	-	-	-	-
W25-WSCWD-01-02	Wright SWCD	Urban Stormwater Assessment	2	60,000.00	-	-	60,000.00	-	-	-	-
W25-WSCWD-01-03	Wright SWCD	2025-2027 Project Development	3	9,000.00	-	-	9,000.00	-	-	-	-
W25-WSCWD-01-04	Wright SWCD	2025-2027 Education	4	10,000.00	-	-	10,000.00	-	-	-	-
W25-WSCWD-01-05	Wright SWCD	2025-2027 Technical Engineering	5	8,000.00	-	-	8,000.00	-	-	-	-
W25-WSCWD-01-06	Wright SWCD	2025-2027 Agricultural Practices	6	30,000.00	-	-	30,000.00	15,000.00	-	-	15,000.00
W25-WSCWD-01-07	Wright SWCD	2025-2027 Non-Structural Practices	7	5,000.00	-	-	5,000.00	-	-	-	-

<b>TOTAL</b>				1,271,008.00	154,767.25	6,985.53	1,109,255.22	148,526.00	1,895.75	525.16	146,105.09
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LGU	Grant				Match			
	Allocated	Encumbered	Expended	Available	Allocated	Encumbered	Expended	Remaining
Benton County	-	-	-	-	-	-	-	-
Benton SWCD	286,000.00	-	-	286,000.00	36,250.00	-	-	36,250.00
JPE	-	-	-	-	5,000.00	-	-	5,000.00
Meeker County	-	-	-	-	-	-	-	-
Meeker SWCD	51,000.00	-	-	51,000.00	10,000.00	-	-	10,000.00
Mille Lacs SWCD	35,500.00	-	-	35,500.00	-	-	-	-
Sherburne County	15,000.00	-	-	15,000.00	-	-	-	-
Sherburne SWCD	466,450.00	54,767.25	3,895.22	407,787.53	67,276.00	1,895.75	525.16	64,855.09
Stearns County	-	-	-	-	-	-	-	-
Stearns CD	195,058.00	-	3,090.31	191,967.69	15,000.00	-	-	15,000.00
Wright County	-	-	-	-	-	-	-	-
Wright SWCD	222,000.00	100,000.00	-	122,000.00	15,000.00	-	-	15,000.00
<b>TOTAL</b>	1,271,008.00	154,767.25	6,985.53	1,109,255.22	148,526.00	1,895.75	525.16	146,105.09

Obj	Description	Grant				Match			
		Allocated	Encumbered	Expended	Available	Allocated	Encumbered	Expended	Remaining
1	Grant Administration and Plan Coordination	117,300.00	-	4,723.27	112,576.73	5,000.00	-	525.16	4,474.84
2	Planning & Assessment	239,756.00	149,080.00	-	90,676.00	-	-	-	-
3	Project Development	102,308.00	-	1,479.17	100,828.83	-	-	-	-
4	Education and Outreach	55,000.00	-	-	55,000.00	-	-	-	-
5	Technical & Engineering Assistance	168,000.00	-	783.09	167,216.91	-	-	-	-
6	Agricultural Practices	195,000.00	-	-	195,000.00	56,250.00	-	-	56,250.00
7	Non-structural Management Practices	72,744.00	-	-	72,744.00	1,936.00	-	-	1,936.00
8	Streambank or Shoreland Practices	150,000.00	5,687.25	-	144,312.75	46,250.00	1,895.75	-	44,354.25
9	Forestry Practices	7,500.00	-	-	7,500.00	-	-	-	-
10	Urban Stormwater Practices	53,400.00	-	-	53,400.00	5,340.00	-	-	5,340.00
11	Wetland Practices	85,000.00	-	-	85,000.00	21,250.00	-	-	21,250.00
12	Groundwater Practices	25,000.00	-	-	25,000.00	12,500.00	-	-	12,500.00
<b>TOTAL</b>		1,271,008.00	154,767.25	6,985.53	1,109,255.22	148,526.00	1,895.75	525.16	146,105.09

**Mississippi River St. Cloud Watershed Entity (MRSCWE)**  
 Project Encumbrances 8/1/2025 - 10/30/2025

Project ID	Enc. Date	LGU	Program	Name	Amount	Amendments	Match	Cancel	Complete	Paid	Net Enc.	Matched	Net. Match
WBIF25-001	9/17/2025	Sherburne SWCD	W25-SSWCD-01-04	Upper Briggs Chain Carp Mgmt Feasibility Study	49,080.00		-	No	No	-	49,080.00	-	-
WBIF25-002	9/18/2025	Wright SWCD	W25-WSCWD-01-01	Locke Lake Watershed Assessment	100,000.00		-	No	No	-	100,000.00	-	-
WBIF25-003	10/30/2025	Sherburne SWCD	W25-SSWCD-01-10	Little Elk Lake: Lancello	5,687.25		1,895.75	No	No	-	5,687.25	-	1,895.75

**Mississippi River St. Cloud Watershed Entity (MRSCWE)**

Expenditures 8/1/2025 - 10/30/2025

<b>ID</b>	<b>Date</b>	<b>LGU</b>	<b>Program</b>	<b>Encumbrance</b>	<b>Description</b>	<b>Billed Staff Hours</b>	<b>Amount</b>	<b>Match</b>	<b>Pmt Date</b>	<b>Check</b>
1	10/6/2025	Sherburne SWCD	W25-SSWCD-01-01		2025 Q3 Plan Coordination Staff time	15.00	1,305.15	525.16	10/24/2025	1000
2	10/6/2025	Sherburne SWCD	W25-SSWCD-01-02		2025 Q3 Note Taking Services	4.50	327.81	-	10/24/2025	1000
3	10/6/2025	Sherburne SWCD	W25-SSWCD-01-06		2025 Q3 Project Development Staff Time	17.00	1,479.17	-	10/24/2025	1000
4	10/6/2025	Sherburne SWCD	W25-SSWCD-01-08		2025 Q3 Technical Engineering Assistance	9.00	783.09	-	10/24/2025	1000
5	10/9/2025	Stearns CD	W25-SCD-01-01		Old National check and deposit slips for account	-	636.62	-	10/21/2025	25-01
6	10/30/2025	Stearns CD	W25-SCD-01-01		2025 Q3 Fiscal Agent and Tracker Development Services	31.25	2,453.69	-		



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #5: Consider Resolution #25-04

At the August 6<sup>th</sup>, 2025 board meeting the JPE board authorized Resolution 25-03 to pursue membership in the Minnesota Counties Intergovernmental Trust (MCIT). Stearns County passed Resolution #25-28 to sponsor the MRSCWE in joining MCIT.

Staff are requesting that the JPE Board authorize a resolution to join a Joint Powers Agreement with MCIT which will allow us to have insurance coverage.

**REQUEST FOR ACTION:** Consider Resolution 25-04 to *“accept and execute the MCIT joint powers agreement.”*



Coordinator  
Sherburne SWCD  
425 Jackson Ave NW  
Elk River, MN 55330  
(763) 220-3434

Fiscal Agent  
Stearns Conservation District  
110 2<sup>nd</sup> Street S, Ste 12  
Waite Park, MN 56387  
(320) 251-7800 x3

## MRSCWE Resolution #25-04

Resolution to Join Minnesota Counties Intergovernmental Trust (MCIT) Joint Powers Agreement

**WHEREAS**, Mississippi River St. Cloud Watershed Entity (MRSCWE) is a Joint Powers Entity formed in 2025 pursuant to Minnesota Statutes section 471.59 in order to implement the state-approved Comprehensive Watershed Management Plan; and

**WHEREAS**, MRSCWE has sought membership in Minnesota Counties Intergovernmental Trust (MCIT) with Resolution 25-03 and was sponsored for membership by Stearns County Resolution Number 25-28; and

**THEREFORE, BE IT RESOLVED**, that the Mississippi River St Cloud Watershed Entity hereby acknowledges participation as a member of the Minnesota Counties Intergovernmental Trust by the acceptance and execution of the MCIT joint powers agreement denoted as “Minnesota Counties Intergovernmental Trust, Joint Powers Agreement, Adopted by Membership December 4, 2017”.

Passed by the Mississippi River St. Cloud Watershed Entity Board this 6<sup>th</sup> day of November, 2025.

\_\_\_\_\_  
Tina Diedrick, Chair  
Mississippi River St Cloud Watershed Entity

ATTEST: \_\_\_\_\_  
Dan Cibulka, Watershed Coordinator  
Sherburne Soil & Water Conservation District

# **GOVERNING DOCUMENTS**

Minnesota Counties  
Intergovernmental Trust





# **JOINT POWERS AGREEMENT**

## **MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST**

## **MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST JOINT POWERS AGREEMENT**

THIS AGREEMENT is made by and between the political subdivisions or governmental units organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Members", and individually as "Member" which are parties signatory to this Agreement. Members are sometimes referred to herein as "Parties."

WHEREAS, Minn. Stat., § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting Parties and provides that regardless of the number of participating governmental units, the joint powers entity may be treated as one governmental unit for purposes of liability.

WHEREAS, Minn. Stat., § 471.59 provides that the governing body of any governmental unit may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function it is authorized to provide for itself.

WHEREAS, Minn. Stat., § 471.981 provides that two or more political subdivisions may by agreement establish a self-insurance pool; and

WHEREAS, political subdivisions may self-insure, purchase insurance through an authorized carrier, or any combination thereof; and

WHEREAS, the creation and operation of a joint self-insurance pool by Counties for political subdivisions or governmental units is economically feasible and practical; and

WHEREAS, the administration of the joint self-insurance pool shall rest solely with the County Members.

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat., §§ 471.59 and 471.981 and all other applicable statutes and regulations, the Parties hereto agree as follows:

### **Article I Purpose of Agreement**

The Members desire to establish a mechanism whereby the Members may jointly exercise powers common to each participating Member to:

- A. Develop and administer a risk management service program;
- B. Prevent or lessen the frequency and severity of losses occurring in the operation of Member functions;
- C. Defend and protect, in accordance with this Agreement, bylaws and coverage documents, any Member against stated liability or loss;
- D. Provide other similar or related services and programs as determined by the Board.

The powers and duties created herein and the activities and services jointly provided to each Member shall not constitute the procurement of insurance or operation of an insurance business, unless specifically stated by resolution of the Board. This Agreement is also intended to establish procedures

to modify membership and establish a mechanism whereby programs and services may be developed for the benefit of the Members.

## **Article II Name**

The name of this joint powers entity shall be the MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST, hereinafter sometimes referred to as "MCIT".

## **Article III Membership**

Membership in MCIT shall be open to any governmental unit or other political subdivision as set forth in Minn. Stat., § 471.59 subd. 1, and Minn. Stat., § 471.981, or other entity that is determined by the Board to qualify for membership who is also included in the definition of "Municipality" as defined in Minn. Stat., § 466.01, subd. 1. The Board may impose such conditions on membership as it deems appropriate to protect the interest of MCIT and to provide for the benefit of its Members; and such conditions as are required by the Agreement, the Bylaws or by applicable statutes or regulations. The Board, at its discretion, may create, modify or abolish classes, levels, types or other groups of membership within MCIT with differing Member rights, privileges or obligations.

## **Article IV Board of Directors**

There is hereby created a Board of Directors of MCIT, herein referred to as the "Board", which shall be empowered to oversee and administer MCIT. The Board shall be empowered to manage all the affairs of MCIT and to do all things necessary or convenient for the furtherance of the purposes of MCIT, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property real or personal; employing personnel either as employees or by contract; and employing consultants such as attorneys, auditors, accountants, risk managers, actuaries and others. The Board shall provide for the strict accountability of funds.

## **Article V Divisions**

The Board shall be empowered to create, modify or abolish divisions within MCIT as needed for the operation of MCIT programs. The Board shall preside over and supervise the management, business and affairs of each division.

## **Article VI Bylaws & Operating Policies and Procedures**

The Board shall adopt Bylaws which provide for the operation and administration of MCIT. The Board may adopt operating policies and procedures to direct and document the specific activities of MCIT.

**Article VII**  
**Meetings of the Board**

The Board shall set the time and place for holding regular meetings of the Board.

Special meetings of the Board may be called by or at the request of the Chair, or in his absence, the Vice Chair, or any two (2) members of the Board.

There shall be an annual membership meeting of MCIT at a place and time determined by the Board. Members shall be given adequate and timely notice of the annual meeting.

The Board at its discretion may call additional membership meetings. Members shall be given adequate and timely notice of the meeting.

Adequate and timely notice for membership meetings means sending the meeting notice at least 30 calendar days prior to the date of the meeting.

All meetings of the Board shall comply with Minn. Stat. Ch. 13D – The Open Meeting Law.

**Article VIII**  
**Term of Agreement/Termination of MCIT**

This Agreement shall remain in effect until the purpose of the Agreement is completed as determined by the MCIT Board of Directors and is:

- A. Terminated by a 2/3 majority vote of those delegates of County Members present at a duly noticed membership meeting; or
- B. Suspended or superseded by an amended Agreement between the Members; or
- C. Terminated by operation of law.

**Article IX**  
**Changes in Membership Status/Departing Members**

No Members may withdraw from this Agreement, or any division of MCIT created pursuant to Article V, for a period of three (3) years after its initial entry into MCIT or division whichever is later. A Member may, after the initial three years, withdraw from this Agreement, or any division of MCIT created pursuant to Article V, upon written notice to the Board according to the Bylaws applicable to the affected division or divisions.

Members that withdraw, that are disqualified for membership, or whose division, class, level, type or group is abolished will be considered as departing MCIT and shall not be considered as having terminated the purpose of MCIT or affected the continuance of MCIT. A departing Member shall remain jointly and severally liable for all debts, obligations and liabilities which were incurred on its behalf or by MCIT during the term of its membership. The liability of a departing Member shall be determined in accordance with the Bylaws and other applicable requirements. A departing Member shall have no right or claim to the reserves or other holdings of MCIT. A departing Member may be entitled to a share of the assets of MCIT only if deemed appropriate by the Board.

**Article X**  
**Assessments/Distribution of Assets**

The amount of any liabilities in excess of assets, in any division of MCIT, shall be assessed to the appropriate Members of MCIT in a form, manner and amount as determined by the Board.

The Board may, at its discretion, determine that an assessment is necessary to insure the financial integrity of MCIT, to operate and maintain MCIT or to carry out other purposes of MCIT pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board.

In the event that the assets, in any division of MCIT, are determined to be more than sufficient to meet liabilities and maintain prudent reserves, such assets may be returned to Members; credited toward future annual payments or otherwise utilized as determined by the Board.

Upon termination of MCIT the Board shall adopt a plan to fund all continuing liabilities and obligations and to assess Members for such liability and obligations or return assets by a formula based on the proportion of losses, services provided and monies received.

**Article XI**  
**Indemnification and Hold Harmless**

MCIT shall be considered a separate and distinct governmental unit to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. MCIT 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 Minn. Stat. Ch. 466.

MCIT 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 Board and/or employees and/or the agents of MCIT. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat., § 466.04.

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 Minn. Stat., § 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

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

**Article XII**  
**Amendment**

The Board shall have the power to propose amendments to the Joint Powers Agreement subject to a vote by the County Members. They shall be provided adequate and timely notice of the proposed amendments.

Amendments to the Joint Powers Agreement shall be voted on by the County Members present at a duly noticed membership meeting. An affirmative vote of the majority of the County Members present at the membership meeting shall constitute a change in the Joint Powers Agreement and will not require execution by individual Members.

### **Article XIII**

#### **Other Agreements**

This Agreement replaces earlier joint powers agreements concerning the establishment and operation of MCIT. To the extent that previous agreements are inconsistent with the provisions of this Agreement such earlier agreements are void. Entering into this Agreement does not alter a Member's initial entry date into MCIT or a division of MCIT for the purposes of calculating the minimum time necessary for withdrawal from MCIT or a division of MCIT. Failure to adopt this Agreement does not constitute withdrawal from MCIT or alter a Member's obligations for participation.



# **BYLAWS**

## **MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST**

# BYLAWS OF THE MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

## ARTICLE I NAME

### Section 1.1—Name of Organization

The name of the self-insurance pool created pursuant to Minn. Stat. Sec. 471.59 and Minn. Stat. Sec. 471.981 is the MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST herein after referred to as "MCIT".

## ARTICLE II PURPOSE OF MCIT

### Section 2.1—Purpose

The purpose of MCIT is to establish a mechanism whereby participating Members may jointly:

- A. Develop and administer a risk management program;
- B. Prevent or lessen the frequency and severity of losses occurring in the operation of Member functions;
- C. Defend and protect, in accordance with the Joint Powers Agreement, Bylaws and coverage documents, any Member against stated liability or loss; and
- D. Provide other similar or related services and programs as determined by the Board.

### Section 2.2—MCIT Membership Not to be Considered Insurance

Participation in MCIT shall not constitute the procurement of insurance or operating an insurance business, unless specifically stated by resolution of the Board.

## ARTICLE III TERMS DEFINED

### Section 3.1—Definitions

For the purposes of these Bylaws, the terms shall have the meaning as provided below:

- A. "Additional Covered Party" means an individual or entity that is not automatically included as a Member but for whom a Member's coverage document provides agreed coverage.
- B. "Agreement" means the joint powers self-insurance agreement entered into by Members.
- C. "Annual Renewal Notice" means a written notification to Members confirming continued membership qualification and contribution amounts payable to MCIT for the next plan year.
- D. "Assets" means all buildings, land, equipment, investments, cash, fund balance, reserves or any other physical or financial holdings of MCIT.

- E.** "Board" means collectively the Minnesota Counties Intergovernmental Trust Board as created by the Agreement.
- F.** "Division" means a separate service or program unit within MCIT.
- G.** "Financial Administrator" means a person or institution qualified under Minn. Stat. Chapter 118A under contract with MCIT for investment of assets and other financial services.
- H.** "Fiscal Year" means the calendar year or other twelve (12) month period as designated by the Board.
- I.** "Member" means County Member, Sponsored Member, Associate Member or other class of member as defined in Article V of these Bylaws.
- J.** "Membership Class" means levels or types of membership within MCIT with differing Member rights, privileges or obligations.
- K.** "Plan Year" means the calendar year or other twelve (12) month period as designated by the Board.
- L.** "Service Company" means a person licensed under Minn. Stat. Sec. 60A.23, Subd. 8 that provides a full range of professional self-insurance pool services.
- M.** "Third-Party Administrator" means a person that provides claims administration services including but not limited to claims payment, billings, filing of required forms and reports, collections, accounting and auditing of funds.

## **ARTICLE IV DIVISIONS**

### **Section 4.1—Power to Create Divisions**

The Board shall be empowered to create Divisions within MCIT as needed for the separation of MCIT programs. The Board shall preside over and supervise the management, business and affairs of each Division.

### **Section 4.2—Separation of Assets and Liabilities**

MCIT shall separate each Division within its financial accounting system. The Assets of one Division may not be used to satisfy the liabilities of another Division.

## **ARTICLE V MEMBERSHIP**

### **Section 5.1—Membership Eligibility**

Membership in MCIT shall be open to any governmental unit, or other political subdivision as set forth in Minn. Stat. 471.59 Subd. 1, and Minn. Stat. 471.981, or other entity that is determined by the Board to qualify for membership who is also included in the definition of "Municipality" as defined in Minn. Stat. 466.01 Subd.1.

Entities seeking membership in MCIT shall submit an application for membership to MCIT in accordance with operating policies and procedures. The application shall include the executed Agreement with membership subject to Board approval.

Non county entities seeking membership in MCIT must be sponsored by: a County Member; other eligible sponsor as determined by the Board; or the MCIT Board. Sponsors shall assume no liability, cost or other obligation of the Sponsored Member.

### **Section 5.2—Membership Participation Requirements**

Members are required to participate in all applicable coverage provided by the Workers' Compensation and Property/Casualty Divisions. The requirement for full participation may be waived if MCIT determines that participation in all coverage is either not needed by the Member or not in the best interest of MCIT.

Members shall take reasonable steps to mitigate claims, support loss prevention strategies and adhere to all obligations of members including, but not limited to, those detailed under ARTICLE X of these Bylaws.

A county Member of MCIT shall either be a member of AMC or shall pay MCIT an additional sponsorship fee equal to the county's AMC dues exclusive of any AMC special assessments. MCIT may determine, after consultation with AMC, that the additional sponsorship fee will not be assessed or that a sponsorship fee other than one equal to the county's AMC dues would be assessed. The Board shall be responsible for making the final determination.

### **Section 5.3—Membership Renewal**

Membership in the MCIT Workers' Compensation and Property Casualty Divisions is renewed upon receipt of the Annual Renewal Notice. Annual Renewal Notices shall be provided after August 1<sup>st</sup> and no later than seven (7) days from the date of the August Board meeting, but not later than August 21<sup>st</sup>, prior to the beginning of the plan year.

### **Section 5.4—Membership Withdrawal**

No Member may withdraw from MCIT for a period of three (3) years after its initial entry into MCIT or Division, whichever is later.

A Member may, after the initial three (3) years, withdraw from MCIT upon written notice to the Board no later than August 1<sup>st</sup> of any plan year. Withdrawal is effective twenty four (24) months following the beginning of the next Plan Year. Annual Renewal Notices after notification of withdrawal will supply limited information.

A Member with an annual contribution of \$10,000 or less for the current plan year may withdraw from MCIT upon written notice to the Board no later than August 1<sup>st</sup> of any Plan Year. Withdrawal is effective the beginning of the next Plan Year. Members will not be allowed to renew participation in the MCIT for one-year following the effective date of withdrawal.

The withdrawal of a Member shall not affect the continuance of MCIT or any Division of MCIT by the remaining Members. A Member that withdraws shall remain jointly and severally liable for all claims,

debts, obligations and liabilities that were incurred on its behalf or by MCIT during the term of its membership including but not limited to being subject to and liable for assessments as detailed under ARTICLE XI of these Bylaws. The liability of a Member upon withdrawal shall be determined in accordance with the Agreement, these Bylaws, operating policies and procedures as may be promulgated by the Board or any other conditions imposed by the Board.

Members that withdraw from MCIT will not receive a dividend during the withdrawal period and shall have no right or claim to the Assets of MCIT.

### **Section 5.5—Modifications to Membership**

The Board may impose such conditions on Members as it deems appropriate to protect the interests of MCIT or to provide for the benefit of its Members.

The Board, at its discretion, may create or modify classes, levels, types or other groups of membership within MCIT with differing Member rights privileges or obligations.

The Board retains discretion on matters relating to continued liabilities, issuance of dividends and related matters based on individual circumstances.

### **Section 5.6—Loss of Membership Qualification**

A Member shall cease to qualify for participation in MCIT when it fails to comply with the provisions of the Agreement, these Bylaws, operating policies and procedures as may be promulgated by the Board or any other conditions imposed on membership by the Board. The Board shall determine loss of membership qualification.

The Board, at its discretion may abolish classes, levels, types or other groups of membership within MCIT. Those Members within the class, level or group shall cease to qualify for membership.

A Member that ceases to qualify for membership shall not affect the continuance of MCIT or any Division of MCIT by the remaining Members. Such Member shall remain jointly and severally liable for all claims, debts, obligations and liabilities that were incurred on its behalf or by MCIT during the term of its membership including but not limited to being subject to and liable for assessments as detailed under ARTICLE XI of these Bylaws. The liability of a Member upon ceasing to qualify for membership shall be determined in accordance with the Agreement, these Bylaws, operating policies and procedures as may be promulgated by the Board or any other conditions imposed by the Board.

Member(s) that cease to qualify for membership shall have no right or claim to Assets of MCIT. The Board retains discretion on matters relating to continued liabilities, issuance of dividends and related matters based on individual circumstances.

### **Section 5.7—Classes of Membership**

MCIT provides for the following classes of membership:

- A. County Members**—This class of Member shall include Minnesota Counties eligible and qualified for membership pursuant to Article V of these Bylaws that have entered into the

Agreement. County Members are the only Membership Class entitled to vote on matters that require a vote of the MCIT membership.

- B. Sponsored Member**—This class of Member shall include non-county Minnesota governmental units and Minnesota political subdivisions eligible and qualified for membership pursuant to Article V, Section 5.1 of these Bylaws that have entered into the Agreement or other contract. Sponsored Members shall lose their eligibility for participation in MCIT should their sponsor withdraw or terminate membership.
- C. Such other classes as the Board deems appropriate.**

## **ARTICLE VI ANNUAL MEETING**

### **Section 6.1—Annual Meeting**

There shall be an annual meeting of MCIT at a place and time as determined by the Board.

### **Section 6.2—Notice**

Members shall be given adequate and timely notice of the annual meeting.

### **Section 6.3—Board of Directors Election**

There shall be an election for the MCIT Board of Directors at the annual meeting pursuant to ARTICLE VII of these Bylaws.

### **Section 6.4—Voting**

Each County Member may cast one vote (1) for Board of Directors Elections and other matters that may require a vote of the MCIT membership. Other classes of membership shall not be entitled to vote. Motions shall carry by a simple majority of County Members present and voting unless otherwise stated in the Agreement or Bylaws.

### **Section 6.5—Voting Delegates**

Each County Member shall designate an official voting delegate and alternate. Only a designated voting delegate or alternate will be allowed to make a motion or second a motion and to cast ballots on behalf of the County Member. There shall be no proxy voting.

### **Section 6.6—Agenda**

The Board shall develop the agenda for the annual meeting. Any Member may request the addition of items to the agenda.

### **Section 6.7—Annual Meeting Alternative Method**

When the board chair, in consultation with other board officers, determines that an in-person annual meeting is not practical or prudent because of a health pandemic or an emergency declared under Minnesota Statutes Chapter 12, voting for the Board election and any amendments to the Agreement may be conducted by an alternative method to be determined by the board chair, after consultation with other board officers.

When the alternative method is a ballot, directions will be included. A designated voting delegate (or alternate) submitting a valid ballot will be considered as present and voting when determining whether a motion carries by simple majority. There shall be no write-in on the ballot. Ballots not returned by the date and at the location specified in the directions will not be counted.

The Board may vote in place of the membership on procedural matters, including but not limited to approving the agenda, minutes and financial reports, which may otherwise require a vote of the Members.

## **ARTICLE VII BOARD**

### **Section 7.1—General Powers**

The Board shall have the power necessary to carry out the management, business and affairs of MCIT and such other powers as are necessary and convenient for the performance of the purposes set forth in the Agreement. Powers of the Board shall include but not be limited to:

- A.** Exercise responsibility for MCIT's operation and financial condition;
- B.** Collect contributions and paying authorized expenses;
- C.** Invest MCIT funds in accordance with investment guidelines and governing statute;
- D.** Authorize changes in contribution, reserves or investment practices; and declaring assessments or dividends as appropriate;
- E.** Establish loss control procedures and advice and educate Members in loss control and risk reduction;
- F.** Promulgate and amend, as needed, Operating Policies and Procedures;
- G.** Act on applications for membership;
- H.** Terminate membership of any Member that does not qualify for participation;
- I.** Monitor compliance with statutes, rules and regulations applicable to MCIT;
- J.** Enter into contracts, leases or other agreements;
- K.** Rent, lease, purchase and otherwise procure or receive real or personal property; and
- L.** Employ personnel either as employees or by contract.

### **Section 7.2—Selection of Service Providers**

The Board may select a Service Company, Claims Administrator, Financial Administrator and other service providers. The Board shall have sole discretion over the selection of service providers. The Board shall review the performance of service providers regularly.

### **Section 7.3—Board Size and Composition**

The Board shall consist of nine (9) representatives from Members. The composition of the Board shall be:

- A. Eight (8) Board members selected at large by the County Members of which: five (5) shall be county commissioners; two (2) shall be county commissioners, county auditors or county auditors/treasurers; and one (1) shall be a county auditor or auditor/treasurer.
- B. One (1) Board member who shall be a county administrator or coordinator from a County Member.

No County Member may have more than one (1) Board member.

### Section 7.4—Appointment, Elected and Term of Office

- A. **Board Members Elected at Large by the County Members**—The County Members shall elect the at-large members to the Board at an annual meeting of MCIT. Individuals shall be elected for a term of four (4) years. The term shall begin with the first full Board meeting following election to the MCIT Board. Board members may serve successive terms. The term shall end when the board member a) resigns from the county or the MCIT board, b) is not re-appointed to the county position or c) is not re-elected in the county.
- B. **County Administrator or Coordinator**—Appointment shall be made by the MCIT Chair upon recommendation of the Minnesota Association of County Administrators (MACA) in consultation with other board officers. The appointee shall serve for a term of two (2) years, be eligible for reappointment for successive two (2) year terms, and shall serve until his/her successor is appointed. The term shall begin with the first full Board meeting following appointment. The term shall end when the appointee is no longer a Member county coordinator or administrator.
- C. **Vacancy**
  - 1. "At Large" Board Members—Vacancies shall be filled by appointment of the remaining members of the Board until the next annual meeting of MCIT at which time the unexpired term shall be filled by election.
  - 2. County Administrator or Coordinator Board Members—Vacancies may be filled by appointment of the MCIT Chair for the remainder of the term as set-forth in ARTICLE VII—7.4 (B).
  - 3. The MCIT Board shall determine when a vacancy has occurred.

### Section 7.5—Election or Appointment of MCIT Board Members

#### MCIT Board Members Selected by Election:

The MCIT chair shall direct staff to:

- A. Provide notice to county members prior to the annual meeting, designating Board seats up for election at the annual meeting and soliciting applications from candidates for said designated seats. The candidate may apply for only one of the designated seats up for election.
- B. Review the applications of each candidate for a designated seat;
- C. Prepare a ballot placing into nomination all qualified candidates for each designated seat noting that nominations from the floor are not permitted;
- D. Report to the Board, and then to county members, the candidates who will be on the ballot for each designated seat prior to the annual meeting;
- E. Count the ballots from each separate election conducted during the annual meeting.

1. Report the name of the candidate who receives the most votes to the county members present.
2. When there are more than two (2) candidates for a designated seat and no candidate receives more than fifty percent (50%) of the votes cast, prepare a supplemental ballot with the two (2) candidates who received the most votes.

**MCIT Board Members Appointed to Fill a Vacancy:**

The MCIT Chair shall appoint a Screening Committee consisting of three (3) MCIT Board members. The committee shall:

- A. Solicit eligible candidates for appointment to the vacant seat;
- B. Review the qualifications of each candidate for the vacant seat;
- C. Conduct interviews of some or all of the candidates if appropriate; and
- D. Report to the MCIT Board the candidates to be interviewed by the Board.

**Selection Criteria:**

The Board when appointing a candidate to fill a vacancy shall consider; and the members when electing a Board member may consider:

- A. The candidate’s experience, qualifications and performance;
- B. Special skills, education or experiences that relate to the operation and performance of MCIT; and
- C. The demographics and location of the candidate’s county.

**Section 7.6—Voting**

Each member of the Board shall be entitled to one (1) vote. There shall be no proxy voting. All motions shall be carried by a majority of the whole Board.

**Section 7.7—Compensation of the Board**

The Board shall annually establish reasonable compensation and reimbursement for service by Board members.

**Section 7.8—Meetings**

The Board may set the time and place for holding regular meetings of the Board. The Board shall provide for adequate and timely notice of the meeting. Special meetings of the Board may be called by or at the request of the Chair, or in his absence, the Vice Chair, or any two (2) members of the Board.

**Section 7.9—Quorum**

Five (5) members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

**Section 7.10—Resolving Member Disputes, Appeals and Requests for Variance**

The Board has sole responsibility for resolving Member disputes, including but not limited to coverage (decisions to defend or not defend and/or indemnify), membership status, dividends or assessments

and MCIT dissolution. A Member may, in writing addressed to the MCIT Executive Director, request a hearing regarding a dispute.

**A.** Disputes involving an MCIT decision to defend or not defend and/or indemnify shall apply the following process:

- a. The Member shall submit to the Board or their designee a written Notice of Appeal within twenty one (21) calendar days of the date of the decision that is appealed.
- b. The Executive Director shall advise the Board of the request for a hearing.
- c. When the Board has set the date/time/location for the hearing the member shall provide the following information in advance of the hearing to allow the Board an opportunity to consider said information:
  - (1). Identification of the decision being appealed.
  - (2). A statement of the issue(s) for the Board's consideration, including copies of all document, letters and other items relevant to the appeal.
  - (3). A summary of the position and arguments of the Member.
  - (4). The disposition requested by the Member.
  - (5). The anticipated length of hearing including a list of all witnesses and presenters to be utilized by the Member at the hearing.
- d. MCIT shall provide its information to the Member in advance of the hearing to allow the Member an opportunity to consider said information.
- e. The hearing of the appeal shall be conducted as follows:
  - (1). The Member shall make its presentation to the Board. The Member may present oral and/or written argument, and may submit whatever documentation it determines appropriate, including proposed Findings of Fact and Conclusions.
  - (2). MCIT staff shall then present the argument and documentation in support of the decision being appealed, including proposed Findings of Fact and Conclusions.
  - (3). The hearing shall be recorded. The record shall be preserved by MCIT for at least twenty four (24) months from the date of the Board's decision concerning the appeal.
  - (4). At the conclusion of the presentations, the Board shall deliberate and make a determination. The Board shall adopt written Findings of Fact and Conclusions in support of its decision.

The Member shall be notified of the Board's decision within ninety (90) days of the close of the hearing.

- (5). All notices of appeal regarding a request of a variance of the Coverage Document shall follow the same procedures set forth above.

- B.** A member may request that the Board provide a variance from the terms of the Agreement, Bylaws, and Coverage Document. Such request shall identify that the member seeks a variance and does not dispute the basis for the decision; and sets forth the reasons that a variance is necessary.

All decisions of the Board shall be final and binding on the Member and the Board.

### **Section 7.11—Committees**

The Board may create or dissolve committees as needed for the orderly operation of MCIT. The Board Chair may appoint committee members. The Chair may also appoint persons to represent MCIT with other organizations.

## **ARTICLE VIII OFFICERS**

### **Section 8.1—Election of Officers/Organizational Meeting**

The annual organizational meeting of the Board shall be the first Board meeting of the plan year. There shall be elected from within the membership of the Board, a Chair, a Vice Chair and Secretary-Treasurer. These officers shall have the authority to act in those circumstances and on those matters as specified in the Agreement, in these Bylaws or as directed by the Board.

### **Section 8.2—Term of Office**

Each officer elected shall serve until the next annual organizational meeting of the Board, be eligible for re-election for successive terms, or until a successor is elected.

### **Section 8.3—Vacancy**

Vacancies shall be filled by election of the Board until the next annual organizational meeting of the Board.

### **Section 8.4—Duties of Officers**

The officers of the Board shall have the following duties as specified herein:

- A. Chair**—The Chair shall preside at all meetings of the Board and perform the usual duties of the Chair. The Chair, alone or together with such other officer or officers as the Board may designate by resolution, may sign any contracts or other instruments which the Board has authorized to be executed; and, in general, the Chair shall perform all duties incidental to the office of Chair and such other duties as may be prescribed by the Board from time to time. The position of Chair shall be held only by a county commissioner member of the Board.
- B. Vice Chair**—In the absence of the Chair, or in the event of his/her inability or refusal to act, the Vice Chair shall perform the duties of the Chair. The position of Vice Chair shall be held only by a county commissioner member of the Board.
- C. Secretary-Treasurer**—The Secretary-Treasurer shall keep the minutes of MCIT and MCIT Board meetings, monitor the status and condition of the Trust Fund established in ARTICLE XII and make regular reports to the Board and MCIT membership.

**ARTICLE IX  
INDEMNIFICATION**

MCIT shall indemnify the Board and staff, including the MCIT Director, pursuant to Minn. Stat. Section 466.07.

**ARTICLE X  
OBLIGATION OF MEMBERS**

**Section 10.1—Obligations of Members**

The obligations of the Members shall be:

- A.** To appropriate for and to promptly pay all annual and supplementary or other payments to MCIT at such times and in such amounts as established by the Board. Annual Renewal contribution is due by January 31<sup>st</sup> of each “Plan Year”. Pursuant to the Minnesota Prompt Pay Statute MS. 471.425 members will be subject to a 1½ percent, per month, finance charge applied to any unpaid balance. Members with unpaid annual renewal contribution on July 1<sup>st</sup> of the “Plan Year” will forego participation in any dividend announced by the Board;
- B.** To allow MCIT and its agents reasonable access to all facilities of the Member and all records, including financial records, which relate to the purposes and powers of MCIT;
- C.** To allow MCIT, its agents and attorneys to act on behalf of the Member in all levels of litigation including investigation, defense, discovery and settlement discussions arising out of any claim made against the Member within the scope of coverage afforded by MCIT;
- D.** To provide full cooperation with MCIT's attorneys, claims adjusters, any agent, employee, officer or independent contractor of MCIT relating to the purposes and powers of MCIT;
- E.** To follow, in its operation, loss reduction and prevention procedures established by MCIT within its purposes and powers;
- F.** To report to MCIT, as promptly as possible, all claims, suits and all incidents that may result in a claim or suit against the Member within the scope of loss protection afforded by MCIT.
- G.** Members will not enter into any agreement whereby they:
  - i. agree to assign benefits payable under a Coverage Document to any person or entity;
  - ii. confess judgment or liability to any person or entity under the terms of which MCIT shall be liable for the payment of any such judgment or confession;
  - iii. dispute any denial of coverage or Reservation of Rights asserted by MCIT in any other manner other than that specified within the MCIT Bylaws, Coverage Document and/or Joint Powers Agreement.
  - iv. enter into any agreement whereby a denial of coverage or Reservation of Rights asserted by MCIT, may be disputed, litigated or adjudicated in any other manner other than that specified by the MCIT Bylaws, Coverage Document and/or Joint Powers Agreement.

- v. enter into any type of agreement that constitutes or has the functional equivalent of the type of agreement as utilized in the Minnesota Supreme Court decision of Miller v. Shugart, 316 N.W.2d 729 (Minn. 1982).
- H. As authorized by Minnesota Statutes or by law, provide to the Minnesota Counties Intergovernmental Trust, its employees, agents, contractors or representatives, upon request, government data classified as private, confidential, nonpublic, or protected nonpublic to the extent it is determined to be necessary or appropriate to carry out the purposes and powers of MCIT. The classification of the data will be the same for MCIT and its Member.
- I. Failure to comply with this Section may result in the Member not being in "Good Standing."

**Section 10.2—Penalties for Failing to be in "Good Standing"**

- A. Subject to Board discretion a member that fails to be in "Good Standing" may be subject to the following:
  - i. Reduction or ineligibility to receive a dividend
  - ii. Increased deductible for all or certain lines of coverage
  - iii. Loss of Membership
  - iv. Other actions as decided by the Board
- B. A Member that disputes the Board's action may challenge the decision by following the procedure in Section 7.10 of these Bylaws.

**ARTICLE XI  
ASSESSMENTS**

**Section 11.1—Assessment for Deficits**

The amount of any liabilities in excess of Assets, in any Division of MCIT, shall be assessed to the appropriate Members of MCIT in a form, manner and amount as determined by the Board.

**Section 11.2—Other Assessments**

The Board may, at its discretion, determine that an assessment is necessary to insure the financial integrity of MCIT, to operate and maintain MCIT or to carry out other purposes of MCIT pursuant to the Agreement. The Board may, at its discretion, assess any Member or Members the costs associated with any and all claims.

**ARTICLE XII  
TRUST FUND**

**Section 12.1—Member Contributions**

The Fund shall consist of all Member contributions in such amounts as determined by the Board. Each Member's contribution shall be determined in accordance with underwriting and rating guidelines adopted by the Board.

**Section 12.2—Reserves**

MCIT shall establish reserves based on actuarial principles for all incurred losses, both reported and unreported. Such reserves shall be held in the Fund.

**Section 12.3—Uses of the Fund**

The Board may use the Fund to procure excess insurance, reinsurance, administrative expenses, mandated contributions to State funds, and other expenses that the Board deems appropriate for the establishment and administration of MCIT. The Fund shall also be used for the payment of losses in accordance with the Coverage Document and other terms and conditions promulgated by the Board. The Board shall provide for the strict accountability of funds.

**Section 12.4—Trust Assets**

In the event that the Assets, in any Division of MCIT, are determined to be more than sufficient to meet liabilities and maintain prudent reserves, such surplus Assets may be returned to Members; credited toward future annual payments or otherwise utilized in accordance with guidelines adopted by the Board.

**Section 12.5—Audits**

The Board shall perform an annual audit of the financial affairs of MCIT to be made by an independent Certified Public Accountant at the end of each Fiscal Year in accordance with generally accepted auditing principles.

**ARTICLE XIII  
REINSURANCE OR EXCESS INSURANCE**

**Section 13.1—Reinsurance or Excess Insurance**

MCIT may obtain reinsurance or excess insurance or participate in pools or other risk transfer mechanisms to protect MCIT from catastrophic losses.

**ARTICLE XIV  
AMENDMENT**

**Section 14.1—By the Board**

The Board shall have the power to amend the Bylaws. A majority vote of the whole Board is required for approval of an amendment.

The Board shall have the power to propose amendments to the Joint Powers Agreement subject to a vote by the County Members. Amendments to the Joint Powers Agreement shall be voted on by the

County Members present at a duly noticed membership meeting. County members shall be given adequate and timely notice of any amendment to be considered at the membership meeting. Voting on amendments shall comply with Sections 6.4 and 6.5 of the Bylaws. An affirmative vote of the majority of the County Members present at the membership meeting shall constitute a change in the Joint Powers Agreement and will not require execution by individual Members.

The Board shall have the power to convene a special meeting of the membership pursuant to Minnesota Statute Chapter 13D—The Open Meeting Law.

## **ARTICLE XV TERMINATION**

### **Section 15.1—Termination**

The Agreement shall remain in effect until the purpose of the Agreement is completed as determined by the MCIT Board of Directors and is:

- A.** Terminated by a 2/3 majority vote of those delegates of County Members present at a duly noticed meeting; or
- B.** Suspended or superseded by an amended Agreement between the Members; or
- C.** Terminated by operation of law.

### **Section 15.2—Distribution of Assets**

Upon termination of MCIT the Board shall adopt a plan to fund all continuing liabilities and obligations and to assess Members for such liability and obligations or return Assets by a formula based on the proportion of losses, services provided and monies received.



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #6: Consider Conservation Reserve Program Policy

The MRSCWE has received \$45,000 in grant funds through the BWSR FY25 Conservation Reserve Program State Incentive Grant Program. These grant funds promote the enrollment of acres into CRP, a voluntary federal program administered through the Farm Service Agency, for land conservation through an incentive payment. Through this program, landowners can enroll or re-enroll land into 10-15 year contracts and receive an annual payment to establish and maintain required natural vegetative cover. Often, it is marginal crop land or edge-of-field land that is enrolled in the program so there are wildlife and water quality benefits that result.

Staff have develop a policy document for the program which specifies payment rates and procedures. BWSR requires that a local policy is developed in order to administer the program. This policy will be included in our MRSCWE Policies and Procedures Document, first approved of in May 2025.

**REQUEST FOR ACTION:** Consider a motion to “amend the MRSCWE Policies and Procedures document to include the addition of the CRP Incentive Program Policy.”

Mississippi River St. Cloud Watershed Entity

FY25 Continuous Conservation Reserve Program State Incentives Grant Program

Policy and Budget

Introduction

Funds will support new or re-enrollment of land into the Continuous Conservation Reserve Program (CCRP). Approved contracts will be consistent with the goals and priorities of the Mississippi River St. Cloud Comprehensive Watershed Management Plan (CWMP).

Eligibility

- Land may be located anywhere within the MRSC Watershed.
- All CCRP practice types are eligible and must be consistent with USDA NRCS FOTG.
- New enrollments and re-enrollments are eligible.
- Landowners will be eligible for the incentive payment upon receipt of a Notice of Contract Approval from the Farm Service Agency (FSA).

Priority

Funds will be allocated on a first-come-first-served basis, based upon the date of first discussion with the landowner. Staff should document this within a shared spreadsheet.

Payment Rates

\$500 incentive to new land CCRP and \$100 to re-enrolled CCRP at any location within the watershed. Any individual CCRP contract is capped at \$15,000.

Approval

- Projects will be reviewed for encumbrance each August by the Implementation Planning Committee and recommend projects to the MRSCWE Board in September. Funds will be encumbered after CRP-1 has been signed by the landowner and FSA.
- A Statement of Work will be created between the Member organization and MRSCWE that lists projects for consideration by the MRSCWE Board.

Budget

Description	Amount
Administration	\$4,500
Incentive Payments	\$40,500
Total Grant Award	\$45,000



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #7: Review and Discuss Proposed 2026 JPE Board Meeting Dates

Now that we have made significant progress in establishing the Joint Powers Entity, staff anticipates that we should be able to meet as a board quarterly in 2026.

The Board should discuss if the first Thursday of the month from 11am to 1pm is still preferred. Additionally, consider the following dates for 2026:

- February 5, 2026
- June 4, 2025
- August 6<sup>th</sup> or September 3<sup>rd</sup>, 2026\*
- November 5<sup>th</sup>, 2026

*\*We are anticipating FY27 Watershed Based Implementation Funds which would be available after July 1<sup>st</sup>. Depending on how quickly the BWSR workplan is created and approved, we may be ready for board approval in either August or September.*

## MRSCWE Boundary



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





# Joint Powers Entity

Board Meeting Agenda Packet

## MRSCWE Joint Powers Board 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



# Joint Powers Entity

## Board Meeting Agenda Packet

### MRSCWE Common Acronyms

**IWIP:** One Watershed One Plan (the planning project that resulted in the 10-year Comprehensive Watershed Management Plan)

**AIS:** Aquatic Invasive Species

**BMP:** Best Management Practice

**BWSR:** Board of Water and Soil Resources

**CD:** County Ditch

**CIP:** Capital Improvement Project

**CREP:** Conservation Reserve Enhancement Program

**CRP:** Conservation Reserve Program

**CWMP:** Comprehensive Watershed Management Plan

**DNR:** Department of Natural Resources (Minnesota)

**DWSMA:** Drinking Water Supply Management Area

**EPA:** Environmental Protection Agency

**EQIP:** Environmental Quality Incentives Program

**FSA:** Farm Service Agency

**GIS:** Geographic Information Systems

**GPR:** Groundwater Protection Rule

**GRAPS:** Groundwater Restoration and Protection Strategies

**HAB:** Harmful Algal Bloom

**HUC:** Hydrologic Unit Code

**IBI:** Index of Biological Integrity

**IPC:** Implementation Planning Committee

**JPA:** Joint Powers Agreement

**JPE:** Joint Powers Entity

**LGU:** Local Government Unit

**LiDAR:** Light Detection and Ranging

**LSOHC:** Lessard-Sams Outdoor Heritage Council

**LSP:** Landscape Stewardship Plan

**MAWQCP:** Minnesota Agricultural Water Quality Certification Program

**MDA:** Minnesota Department of Agriculture

**MDH:** Minnesota Department of Health

**MDM:** Multipurpose Drainage Management

**MGS:** Minnesota Geological Survey

**MOA:** Memorandum of Agreement

**MPCA:** Minnesota Pollution Control Agency

**MRSCWE:** Mississippi River St. Cloud Watershed Entity

**MS4:** Municipal Separate Storm Sewer System

**NGO:** Non-Governmental Organization

**NRBG:** Natural Resources Block Grant

**NRCS:** Natural Resources Conservation Service

**NWI:** National Wetland Inventory

**O&M:** Operation and Maintenance

**PF:** Pheasants Forever

**RIM:** Reinvest in Minnesota

**SOW:** Statement of Work



# Joint Powers Entity

Board Meeting Agenda Packet

## MRSCWE Common Acronyms (continued)

**SSTS:** Subsurface Sewage Treatment System (commonly called a septic system)

**SWA:** Subwatershed Assessment

**SWCD:** Soil and Water Conservation District

**TMDL:** Total Maximum Daily Load

**TN:** Total Nitrogen

**TP:** Total Phosphorus

**TSP:** Technical Service Provider

**TSS:** Total Suspended Solids

**µg/L:** Micrograms per Liter

**UMN:** University of Minnesota

**USACE:** United States Army Corps of Engineers

**USDA:** United States Department of Agriculture

**USFS:** United States Forest Service

**USFWS:** United States Fish and Wildlife Service

**USGS:** United States Geological Survey

**WASCOB:** Water and Sediment Control Basin

**WBIF:** Watershed-Based Implementation Funding

**WCTSA:** West Central Technical Service Area

**WD:** Watershed District

**WRAPS:** Watershed Restoration and Protection Strategy