LAKE OF THE WOODS
One Watershed, One Plan

Lake of the Woods Watershed
Joint Powers Board
PO Box 217
Baudette, MN 56623
(218) 634-1842 ext. 4
www.low1w1p.org

AGENDA
Regular Board Meeting
January 31, 2022 @ 9:00 AM

Location: Warroad Public Safety Building in Warroad.

1) Call Meeting to Order
2) Motion to Approve Agenda **pp. 1-2**
3) W-9 tax paperwork - housekeeping item
4) Conduct Annual Organizational Meeting **pp. 3-5**
   - Officer elections
   - Meeting location, time and dates
   - Appoint Fiscal Agent
   - Appoint Coordinator(s)
   - Designate official depositories
   - Check signing authority
   - Board compensation rates
   - Mileage rates
   - Spending authorizations
   - Designate official newspaper
   - Committee assignments - Advisory Committee
   - Review MOU's and Agreements
5) Motion to Approve September 13th, 2021 Minutes **pp. 6-7**
6) Review Treasurer Report and Budget report **pp. 8-12**

OLD BUSINESS

7) Milestones **pp. 13-16**

NEW BUSINESS

8) MN Counties Insurance Trust - ACH transaction and 2022 invoice **pp. 17**
9) Three year website agreement **pp. 18**
10) 2020 Work Plan Revision **pp. 19-21**
11) 2022 Budget and Work Plan for Watershed Based Implementation Funds **pp. 22-24**
12) Approve 2022 Watershed Based Implementation Funding Grant Agreement **pp. 25-30**
13) Cooperative Agreement FY20-02 Keep It Clean Program budget amendment **pp. 31**
14) Amend expiring cooperative agreements **pp. 32**

COMMITTEE REPORTS

15) None

GENERAL INFORMATION AND DISCUSSION

16) Grant Funding and deficit spending for grant 50/40/10 disbursements - reminder

17) Lake of the Woods Watershed State and Local Needs Meeting - February 9th 1-3 pm
pp. 33
18) Advisory Committee Meeting

Worksheet for Annual Business Items

Officer Elections

2021 LOWW JPB offices are as follows:

	2022
Chair, Nancy Dunnell;	Chair_____
Vice Chair, Jan Miller;	Vice Chair_____
Treasurer, Ed Arnesen;	Treasurer_____
Secretary, Russell Walker;	Secretary_____

Quarterly Meeting Time

Regular Lake of the Woods Watershed Joint Powers Board Meetings will be held on the second Monday of January, April, July and October at 9:30 am at the Warroad Public Safety Building.

Appoint Fiscal Agent

2021 Fiscal Agent: Lake of the Woods SWCD
2022 Fiscal Agent: _____

Appoint Coordinators:

2021 Coordinators: Roseau SWCD and Lake of the Woods SWCD
2022 Coordinators: _____

Designated Official Depositories – (Minn Stat. 118A.02, subd. 1 provides that the governing body, or its designee, shall designate the depository in which all the District's funds shall be deposited.)

Border ~~State~~ Bank of Baudette

Check Signing Authority –

Nancy Dunnell, Chair; Ed Arnesen, Treasurer; Josh Stromlund, LOW SWCD District Manager; Mike Hirst, Resource Conservationist; Corryn Trask, Resource Conservationist; Becky Buegler, Office Assistant.

Board Member Compensation Rate

$100.00 per meeting. This rate is per day, no matter how many meetings attended.

Mileage Rate

Quarterly basis to reflect the most current IRS rate. Any changes to the IRS mileage reimbursement rate will apply to all mileage occurring on or after the first day of the new quarter, and will remain as such until the following quarter.

Spending Authorizations -

The Fiscal Agent has the permission to pay invoices on a monthly or quarterly basis outside of a JPB Meeting, upon the receipt of the Payment Request Voucher as eligible per policy of the Cooperative Agreement. The JPB will see the payments made at their next regular meeting.

Designated Official Newspaper

Northern Light Region

Committee Assignments

Advisory Committee Members:

Worksheet for Annual Business Items

Name	1W1P Participation	Agency / Affiliation
Ed Arnesen	Joint Powers Board	Lake of the Woods County
Bill Thompson	Joint Powers Board	Warroad River Watershed District
Russell Walker	Joint Powers Board	Roseau County
Jan Miller	Joint Powers Board	Roseau SWCD
Nancy Dunnell	Joint Powers Board	Lake of the Woods SWCD
Mike Hirst	Implementation Committee	Lake of the Woods SWCD
Corryn Trask	Implementation Committee	Lake of the Woods SWCD
Scott Johnson	Implementation Committee	Roseau SWCD
Janine Lovold	Implementation Committee	Roseau SWCD
Josh Stromlund	Implementation Committee	Lake of the Woods County
Daryle Dahl	Implementation Committee	Roseau County
Joe Olafson	Implementation Committee	WRWD
Brent Mason	Advisory Committee	DNR Eco-Waters
Cary Hernandez	Advisory Committee	MN Pollution Control Agency
Chad Severts	Advisory Committee	Board of Water & Soil Resources
Jeff Hrubes	Advisory Committee	Board of Water & Soil Resources
Kathy Fillmore	Advisory Committee	Natural Resources Conservation Service
Jody Peek	Advisory Committee	Natural Resources Conservation Service

Review Memorandums of Understanding and Agreements

- LOW 1W1P Joint Powers Board Agreement
- FY2020 MN BWSR Watershed-Based Implementation Funding Grant Agreement
- FY2022 MN BWSR Watershed-Based Implementation Funding Grant Agreement

Cooperative Agreements

- FY20-01 Fiscal Agent and Coordinator – LOW SWCD
- FY20-02 Keep It Clean Program – LOW SWCD
- FY20-03 Shoreline Protection – LOW SWCD
- FY20-04 Coordinator – Roseau SWCD
- FY20-05 Streambank Stabilization – WRWD
- FY20-08 Well Verification – Roseau SWCD
- FY20-11 LOW Highway Ditch 1 Investigation – LOW County
- FY20-12 Forest Management Plan C-S - LOW SWCD
- FY20-13 LW County Septic System Upgrades - LW County
- FY20-14 Ag Practices - Roseau and LOW SWCD
- FY20-15 Phase 2a Warroad River Peatland Project - WRWD
- FY20-16 Streambank Stabilization Project 2 - WRWD

Worksheet for Annual Business Items

Review W-4 information for Joint Powers Board Members:

Reminder for Board Members to review information on their W-4 forms for accuracy. General housekeeping item. No action required.

LAKE OF THE WOODS
One Watershed, One Plan

Lake of the Woods Watershed Joint Powers Board

www.LOW1W1P.org

MINUTES

Regular Meeting
September 13, 2021

The meeting of the Lake of the Woods Watershed Joint Powers Board was held at the Warroad Public Safety Building.

The meeting was called to order by JPB Chair, Nancy Dunnell at 9:03 a.m.

JOINT POWERS BOARD MEMBERS PRESENT: Ed Arnesen, Nancy Dunnell, Jan Miller, Bill Thompson, and Russell Walker

OTHERS PRESENT: Mike Hirst, Corryn Trask (Zoom), Josh Stromlund (Zoom) and Chad Severts (BWSR, Zoom)

AGENDA

A motion was made by Miller with a second by Walker to approve the agenda.

Affirmative: Arnesen, Dunnell, Miller, Thompson, Walker Opposed: None Motion carried.

SECRETARY'S REPORT: JUNE 14, 2021 MINUTES

Minutes were reviewed. A motion was made by Miller with a second by Walker to approve June 14, 2021 Minutes.

Affirmative: Arnesen, Dunnell, Miller, Thompson, Walker Opposed: None Motion carried.

TREASURER'S REPORT:

The financial reports were reviewed.

OLD BUSINESS

COVID 19 – OPEN MEETING LAW UPDATE

Hirst updated the Joint Powers Board members regarding the lifting of the emergency declaration for COVID 19. Standard open meeting law requirement are now in effect.

NEW BUSINESS

COOPERATIVE AGREEMENT CONTRACTS FOR FY 20 FUNDS

CONTRACT	CONTRACT	LOCAL MATCH	WORK PLAN MATCH
WARROAD RIVER PEATLANDS INVESTIGATION PROPOSAL (PHASE 2)	$24,646.50	$2,738.50	Yes
WARROAD RIVER WATERSHED DISTRICT STREAMBANK PROJECTS	$34,517.00	$3,835.00	Yes

The Warroad River Peatlands Investigation Proposal – (Phase 2) agreement was approved on a motion by Walker with a second by Thompson.

Affirmative: Arnesen, Dunnell, Miller, Thompson, Walker Opposed: None Motion carried.

Warroad River Watershed District Streambank Projects agreement was approved on a motion by Thompson with a second by Walker.

Affirmative: Arnesen, Dunnell, Miller, Thompson, Walker Opposed: None Motion carried.

GENERAL INFORMATION AND DISCUSSION

PAPER OR ELECTRONIC BOARD PACKETS

The board was canvased on how they would like to receive their board packets. All board members would like to receive paper copies in the mail prior to the board meeting.

PUBLIC OUTREACH STRATEGY

Hirst updated the board regarding the public outreach strategy which includes direct mailings for targeted programs, general updates to the public through SWCD newsletters, articles in local publications, the website and the possibility of direct newsletter mailings to the residents of the watershed. The Implementation Committee decided that this fall was not a good year to have a tour and meal with the public.

ADVISORY COMMITTEE ENGAGEMENT

The Implementation Committee (IC) has been meeting with the Advisory Committee on a more regular basis and pulling in the appropriate agencies to the IC meetings. Another joint IC and Advisory Committee meeting was held last month to discuss project updates and to hear updates from other agencies on how we can work together in the watershed.

CONTRACTING FOR AGRICULTURAL BMP PROGRAM DELIVERY

The board discussed the possibility of contracting with someone to assist in program delivery for the agricultural best management practices. It was suggested to talk with the Williams Co-op / Northern Excellence to see if we could partner together to meet the needs of the JPB. Arnesen will talk with Brent Benike and the Implementation Committee will move forward in drafting a scope of services.

2022-2023 WORK PLAN APPROVAL AT THE JANUARY 10TH 2022 MEETING

The board was informed that they will be reviewing the next implementation grant work plan at the January meeting.

Next Meeting

- January 10, 2022

Adjournment

The meeting adjourned at 11:10 am on a motion by Arnesen with a second by Walker.

Affirmative: Arnesen, Dunnell, Miller, Thompson, Walker Opposed: None Motion carried.

Secretary Date

Notes to the Treasurer's Report

Profit/Loss Budget vs Actual

This statement shows the grant budget and actual income and expenditures

The current overall grant balance is **$281,331.53** (from Intergovernmental Revenue>State, $ over budget)

Current unallocated grant funding is approximately **$13,168.94** (from Net Income, $ over Budget)

Balance Sheet

The Balance Sheet tells the board how much money the JPB has **(assets)**, how much it owes **(liabilities)**, and what is left **(equity)** when you net the two together.

Assets:

Total, cash on hand, in the Checking and Savings account is **$221,186.25**

Note: some of these funds may be spent. See deferred revenue for actual available grant funds.

Liabilities:

The JPB has **$1,729** in accounts payable.

This is the MCIT invoice

Deferred Revenue, WBIF FY20, **$219,214.53** is what remains from the first grant allocation of 50% and 40%. This amount is set aside for projects.

Total Equity:

$242.72 is the interest the JPB has received on the money in the savings account.

01/24/22
Accrual Basis

Lake of the Woods Watershed Joint Powers Board
Balance Sheet
As of January 24, 2022

	Jan 24, 22
ASSETS	
Current Assets	
Checking/Savings	
Border Bank Checking Account	7,971.61
Border Bank Savings Account	213,214.64
Total Checking/Savings	221,186.25
Total Current Assets	221,186.25
TOTAL ASSETS	**221,186.25**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,729.00
Total Accounts Payable	1,729.00
Total Current Liabilities	1,729.00
Long Term Liabilities	
Deferred Revenue	
WBIF FY20	219,214.53
Total Deferred Revenue	219,214.53
Total Long Term Liabilities	219,214.53
Total Liabilities	220,943.53
Equity	
Operating Funds - Unassigned	242.72
Total Equity	242.72
TOTAL LIABILITIES & EQUITY	**221,186.25**

01/24/22
Cash Basis

Lake of the Woods Watershed Joint Powers Board
Transaction Detail by Bank Account
September 1, 2021 through January 24, 2022

	Type	Date	Num	Name	Memo	Paid Amount
Border Bank Checking Account						
	Bill Pmt -Check	09/02/2021	1059	Houston Engineering, Inc.	Invoice 0055264	-4,037.18
	Transfer	09/02/2021			September Funds Transfer	10,000.00
	Check	09/09/2021	1060	Postmaster	Postage	-7.80
	Check	09/14/2021	1061	Bill Thompson	Board Member Expense Report	-101.12
	Check	09/14/2021	1062	Jan Miller	Board Member Expense Report	-122.40
	Check	09/14/2021	1063	Russell Walker	Board Member Expense Report	-100.00
	Check	09/14/2021	1064	Nancy Dunnell	Board Member Expense Report	-128.00
	Check	09/14/2021	1065	Edward Arnesen	Board Member Expense Report	-124.64
	Bill Pmt -Check	10/12/2021	1066	Roseau SWCD -v	Invoice 2021-261	-3,940.92
	Bill Pmt -Check	10/12/2021	1067	LOW Soil & Water Conservation District	Invoices 83787, 83786	-13,613.63
	Transfer	10/12/2021			October Funds Transfer	15,000.00
	Transfer	11/01/2021			November Funds Transfer	13,000.00
	Bill Pmt -Check	11/01/2021	1069	Holen Electric	Invoice 4036	-751.73
	Bill Pmt -Check	11/01/2021	1068	Olson Construction BDT LLC.	Invoice 1842	-12,600.00
	Bill Pmt -Check	11/12/2021	1070	Andrew J. Stoskopf Trucking, Inc.	WRWD FY20-05	-2,986.37
	Bill Pmt -Check	11/12/2021	1071	Arrow Printing Inc.	Invoices 115256, 115228	-400.86
	Bill Pmt -Check	11/12/2021	1072	Bemidji Custom Accounting	Invoice 2376	-225.00
	Bill Pmt -Check	11/24/2021	1073	Houston Engineering, Inc.	Invoice 0056781	-5,839.92
	Transfer	11/24/2021			Funds Transfer	15,000.00
	Bill Pmt -Check	01/24/2022	1074	Houston Engineering, Inc.	Invoices 0057304, 0057303, 0057821	-15,689.81
	Bill Pmt -Check	01/24/2022	1075	LOW County PWD	FY20-11	-27,265.95
	Transfer	01/24/2022			January Funds Transfer	50,000.00
	Bill Pmt -Check	01/24/2022	1076	LOW Soil & Water Conservation District	Invoices 83823, 83836	-10,479.34
Total Border Bank Checking Account						4,585.33
Border Bank Savings Account						
	Transfer	09/02/2021			September Funds Transfer	-10,000.00
	Deposit	09/30/2021			Border Bank Savings Account Interest	2.38
	Transfer	10/12/2021			October Funds Transfer	-15,000.00
	Deposit	10/31/2021			Border Bank Savings Account Interest	2.04
	Transfer	11/01/2021			November Funds Transfer	-13,000.00
	Deposit	11/23/2021			MCIT Dividend payment Deposit	42.00
	Transfer	11/24/2021			Funds Transfer	-15,000.00
	Deposit	11/30/2021			Border Bank Savings Account Interest	1.08
	Deposit	12/31/2021			Border Bank Savings Account Interest	0.63
	Deposit	01/24/2022			FY20 Watershed Imp Grant 40% Deposit	248,469.00
	Transfer	01/24/2022			January Funds Transfer	-50,000.00
Total Border Bank Savings Account						145,517.13
TOTAL						**150,102.46**

Lake of the Woods Watershed Joint Powers Board
Transaction Detail by Vendor
September 1, 2021 through January 24, 2022

	Type	Date	Num	Source Name	Memo	Account	Debit	Credit
LOTW Joint Powers Board								
	Check	09/09/2021	1060	Postmaster	Postage	Postage	7.80	
	Check	09/14/2021	1061	Bill Thompson	Board Member Expense Report	Board Member Expenses	101.12	
	Check	09/14/2021	1062	Jan Miller	Board Member Expense Report	Board Member Expenses	122.40	
	Check	09/14/2021	1063	Russell Walker	Board Member Expense Report	Board Member Expenses	100.00	
	Check	09/14/2021	1064	Nancy Dunnell	Board Member Expense Report	Board Member Expenses	128.00	
	Check	09/14/2021	1065	Edward Arnesen	Board Member Expense Report	Board Member Expenses	124.64	
	Deposit	09/30/2021			Border Bank Savings Account Interest	Interest		2.38
	Deposit	10/31/2021			Border Bank Savings Account Interest	Interest		2.04
	Bill	11/02/2021	2376	Bemidji Custom Accounting	Invoice 2376	Professional Services	225.00	
	Bill	11/03/2021	115256	Arrow Printing Inc.	Invoice 115256 Forestry Postcards	Miscellaneous	211.91	
	Bill	11/04/2021	115228	Arrow Printing Inc.	Invoice 115228 Cover crop Postcards	Miscellaneous	188.95	
	Deposit	11/30/2021			Border Bank Savings Account Interest	Interest		1.08
	Deposit	12/31/2021			Border Bank Savings Account Interest	Interest		0.63
	Bill	01/01/2022	19345R	MCIT	Invoice 19345R Liability Insurance	Insurance	1,438.00	
	Bill	01/01/2022	19345R	MCIT	Invoice 19345R Workers Compensation Insuranc	Insurance	291.00	
	Deposit	01/24/2022	ACH		FY20 Watershed Imp Grant 40% Deposit	WBIF FY20		248,469.00
Total LOTW Joint Powers Board							2,938.82	248,475.13
LOW County								
CD1 Investigation FY20-11								
	Bill	12/17/2021	FY20-11	LOW County PWD	FY20-11	Technical/Engineering	27,265.95	
Total CD1 Investigation FY20-11							27,265.95	0.00
Septic System Upgrades FY20-13								
	Bill	11/01/2021	1842	Olson Construction BDT LLC.	Invoice 1842	SSTS	12,600.00	
	Bill	11/01/2021	4036	Holen Electric	Invoice 4036	SSTS	751.73	
Total Septic System Upgrades FY20-13							13,351.73	0.00
Total LOW County							40,617.68	0.00
LOW SWCD								
Coordination/Fiscal FY20-01								
	Bill	09/30/2021	83786	LOW Soil & Water Conservation District	Invoice 83786	Admin/Coordination	5,275.03	
	Bill	11/30/2021	83823	LOW Soil & Water Conservation District	Invoice 83823	Admin/Coordination	2,739.31	
	Bill	01/24/2022	83836	LOW Soil & Water Conservation District	Invoice 83836	Admin/Coordination	2,736.21	
Total Coordination/Fiscal FY20-01							10,750.55	0.00
Forest Management Plans FY20-12								
	Bill	11/30/2021	83823	LOW Soil & Water Conservation District	Invoice 83823	Planning/Assessment	2,380.00	
Total Forest Management Plans FY20-12							2,380.00	0.00
Keep it Clean Program FY20-02								
	Bill	09/30/2021	83787	LOW Soil & Water Conservation District	Invoice 83787	Education/Information	1,751.83	
	Bill	11/30/2021	83823	LOW Soil & Water Conservation District	Invoice 83823	Education/Information	145.98	
Total Keep it Clean Program FY20-02							1,897.81	0.00
Shoreline Projects FY20-03								
	Bill	09/30/2021	FY20-03	LOW Soil & Water Conservation District	FY20-03	Streambank/Shoreline Protection	6,411.77	
	Bill	09/30/2021	FY20-03	LOW Soil & Water Conservation District	FY20-03	Technical/Engineering	175.00	
	Bill	11/30/2021	83823	LOW Soil & Water Conservation District	Invoice 83823	Technical/Engineering	2,371.59	
	Bill	01/24/2022	83836	LOW Soil & Water Conservation District	Invoice 83836	Technical/Engineering	106.25	
Total Shoreline Projects FY20-03							9,064.61	0.00
Total LOW SWCD							24,092.97	0.00
Roseau SWCD								
Coordination FY20-04								
	Bill	09/30/2021	2021-261	Roseau SWCD -v	Invoice 2021-261	Admin/Coordination	404.04	
Total Coordination FY20-04							404.04	0.00
Well Clinic Ed & Promo FY20-09								
	Bill	09/30/2021	2021-261	Roseau SWCD -v	Invoice 2021-261	Education/Information	1,584.02	
Total Well Clinic Ed & Promo FY20-09							1,584.02	0.00
Well Verification FY20-08								
	Bill	09/30/2021	2021-261	Roseau SWCD -v	Invoice 2021-261	Inventory/Mapping	1,952.86	
Total Well Verification FY20-08							1,952.86	0.00
Total Roseau SWCD							3,940.92	0.00
Warroad Watershed District								
Streambank Projects FY20-05								
	Bill	11/03/2021	WRWD FY20-05	Andrew J. Stoskopf Trucking, Inc.	WRWD FY20-05	Streambank/Shoreline Protection	2,986.37	
Total Streambank Projects FY20-05							2,986.37	0.00
PH 2a Peatland Project FY20-15								
	Bill	01/03/2022	0057303	Houston Engineering, Inc.	Invoice 0057303	Technical/Engineering	5,463.34	
Total PH 2a Peatland Project FY20-15							5,463.34	0.00
Streambank Proj #2 FY20-16								
	Bill	11/23/2021	0056781	Houston Engineering, Inc.	Invoice 0056781	Technical/Engineering	5,839.92	
	Bill	01/03/2022	0057304	Houston Engineering, Inc.	Invoice 0057304	Technical/Engineering	4,110.30	
	Bill	01/20/2022	0057821	Houston Engineering, Inc.	Invoice 0057821	Technical/Engineering	6,116.17	
Total Streambank Proj #2 FY20-16							16,066.39	0.00
Total Warroad Watershed District							24,516.10	0.00
TOTAL							96,106.49	248,475.13

01/24/22
Accrual Basis

Lake of the Woods Watershed Joint Powers Board
Profit & Loss Budget vs. Actual
January 1, 2020 through January 24, 2022

	Budget	Jan 1, '20 - Jan 24, 22	$ Over Budget	% of Budget
Income				
Intergovernmental Revenue				
State	621,173.00	339,841.47	-281,331.53	54.71%
Total Intergovernmental Revenue	621,173.00	339,841.47	-281,331.53	54.71%
Miscellaneous Revenue				
Interest	300.00	200.72	-99.28	66.91%
Other	0.00	42.00	42.00	100.0%
Total Miscellaneous Revenue	300.00	242.72	-57.28	80.91%
Total Income	621,473.00	340,084.19	-281,388.81	54.72%
	621,473.00	340,084.19	-281,388.81	54.72%
Expense				
Operations				
Professional Services	4,750.00	275.00	-4,475.00	5.79%
Board Member Expenses	10,000.00	3,731.01	-6,268.99	37.31%
Insurance	4,500.00	4,460.00	-40.00	99.11%
Miscellaneous	0.00	400.86	400.86	100.0%
Postage	250.00	90.60	-159.40	36.24%
Supplies	500.00	199.84	-300.16	39.97%
Total Operations	20,000.00	9,157.31	-10,842.69	45.79%
Program Expenses				
Admin/Coordination	50,476.00	33,371.95	-17,104.05	66.11%
Ag Practices Non-structural	25,000.00	0.00	-25,000.00	0.0%
Ag Practices Structural	20,000.00	0.00	-20,000.00	0.0%
Education/Information	15,700.00	15,700.00	0.00	100.0%
Inventory/Mapping	25,000.00	21,965.17	-3,034.83	87.86%
Planning/Assessment	20,000.00	2,380.00	-17,620.00	11.9%
Project Development	32,634.64	14,010.84	-18,623.80	42.93%
Special Projects	7,500.00	2,605.96	-4,894.04	34.75%
Streambank/Shoreline Protection	158,000.00	66,138.99	-91,861.01	41.86%
SSTS	18,000.00	13,351.73	-4,648.27	74.18%
Technical/Engineering	215,750.70	161,159.52	-54,591.18	74.7%
Total Program Expenses	588,061.34	330,684.16	-257,377.18	56.23%
Total Expense	608,061.34	339,841.47	-268,219.87	55.89%
Net Income	**13,411.66**	**242.72**	**-13,168.94**	**1.81%**

Activity Name	Year 2 Milestones (2021)	Accomplishments as of December 2021
Joint Powers Board - Administration	*Maintain tracking mechanisms for grant reporting and fiscal management *Complete annual financial and audit requirements *Provide quarterly grant reports to the Joint Powers Board *Complete payments for work accomplished. *Complete BWSR grant reporting *Conduct 4 policy committee meetings *Conduct 6 implementation committee meetings *Begin outline of work plan for next watershed based funding request	* New agreement in place (Forest Management Plan - Cost Share Program) * 2020 eLink reporting completed. *quarterly JPB meetings scheduled (January, March, June, September). *monthly implementation committee meetings (January 13, Feburary 10, March 3, May 12, June 9, July 14, August 11, September 2, October 14, December 6). *Advisory Committee Meeting on April 7. * Independent audit by Peterson Company LTD.
Cost Share - Non-structural management practices	*Enroll 200 acres in a non-structural management practice cost share program	*Finalized cover crop policy for program rollout. *Postcard sent to targeted landowners in fall of 2021. *Evaluated program and determined funding needs for next round of watershed based funding
Cost Share - Ag structural practices	*Conduct 5 structural management practices on agricultural land	**Note: WRWD has talked with landowners that have expressed interest regarding multiple side-water inlet installations on Ditch 10. Roseau SWCD will set up contracts.* **Evaluated program and determined funding needs for next round of watershed based funding*

Activity Name	Year 2 Milestones (2021)	Accomplishments as of December 2021
1W1P Education Initiatives	*Promote and conduct 1 well testing clinic *Purchase and distribute materials to over 20 businesses for the Keep it Clean Program *Hold 6 Keep it Clean Program Meetings *Conduct 1 workshop or other outreach campaign to promote stormwater BMPs in the Warroad watershed	* Held four Keep It Clean Meetings held in 2021 (February 23, May 25, October 26, December 15). * Put up brochure holders at two public water accesses with the Blue-Green Algae Awareness brochure. *Well Testing Clinic held August 12. 44 analysis (88% return) completed for nitrate, Total Coliform Bacteria, and *E.coli*. No samples tested postive for nitrate. 2 samples tested positive for TCB, but not *E. coli*. Drinking water brochures about nitrates and bacterial safety were provided to each well owner. *SWCD staff supervised and coordinated the MN Conservation Corp Crew in 2021 for a shoreline cleanup. Over 12 miles of shoreline were cleaned. Purchased and distributed Keep It Clean promotional items including banners, signs, tabletop tents, and beverage coasters to over 67 resorts and businesses. Submitted grant application for Conservation Corps crew for 2022 shoreline cleanup.
Project Development	*Conduct 2 landowner meetings to promote the AgBMP cost share program *Complete the Warroad River Water Storage analysis	*Warroad River Water Storage Analysis has been completed. HEI presented the report to the WRWD in February 2021. Note: *Based on the report, further project development is in the works for coordinating and conducting meetings with the involved stakeholders.* *WSN has submitted a Technical Memo of investigative results regarding a stormwater retrofit analysis to the City of Warroad. The City of Warroad superintendent and engineer are working together to implement some of the practices. (02/21/2021) *Meetings with stakeholders continue into the next two to three years for sites impacting respective lands.

Activity Name	Year 2 Milestones (2021)	Accomplishments as of December 2021
Streambank and Shoreland Projects	*Complete 400 linear feet of shoreline protection practices on LOW *Complete 3 shoreline projects in the Warroad watershed	*Completed 50 linear feet of shoreline protection on LOW *Evaluation of interested landowners for installation of shoreline protection in 2022 * Completed 3 shoreline projects in the Warroad watershed with a final total of 416 linear feet, 18 tons of sediment reduction, and 80 lbs/year of P reduction.
Engineering and Technical Assistance	*Complete in-construction inspection and project certification for 400 linear feet of shoreline projects on LOW *Complete in-construction inspection and project certification for 3 shoreline projects in Warroad watershed *Complete in-construction inspection and project certification for 5 structural management practices *New: Ditch 1 investigation on 1-mile stretch in LOW County	* HEI has completed inspection and certification on 3 shoreline projects in the Warroad watershed (416 total linear feet). ** Note: Warroad Watershed Storage Project - Further work by HEI for ground truthing 20 potential sites for ditch plugs is projected to be completed fall 2021. To be approved.* ** Note: 4 more shoreline projects in the Warroad watershed surveyed and designed by HEI fall 2021. To be approved.*
Forest Stewardship Management Plan Cost Share	*Complete landowner outreach (utilize alt funding) *Enroll 20 landowners in cost share program	* Forestry Program postcard sent to targeted landowners in fall of 2021.
Well location for MN Geologic Atlas	*Locate remaining wells, approximately 300, using field verification as necessary.	*ArcGIS mapping and attributing have been completed for 582 wells within the LOW watershed area of Roseau County. 281 wells are verified; 301 wells need field verification (174 sites have been targeted for field verification based on potential township road view); 182 wells have no water well record to landowner link based on platbooks. Roseau County has not signed a contract with MGS.

Activity Name	Year 2 Milestones (2021)	Accomplishments as of December 2021
Special projects - Keep it Clean	*Complete a 10-mile shoreline cleanup utilizing Conservation Corps crew	*Secured grant funding to complete the MCC shoreline cleanup in 2021. Shoreline cleanup completed May 24-28th, 2021.
Other Projects in the Watershed	* Log jam removal on West Branch Warroad River - WRWD. Utilizes MCC. Funding has been secured. This project has been moved to 2022 as crew was used for fire management in 2021.	
	* MN DNR - Springsteel Beach Project - Access to Lake of the Woods at Springsteel. Project at beginning stage (meetings).	
	*The Roseau SWCD continues to collect monthly rainfall data from 5 volunteers and Lake of the Woods has 8 volunteers within the watershed area.	
	*Roseau and Lake of the Woods Counties continue to utilize trained inspectors at public accesses to check for aquatic invasive species on watercraft as well as educate the public.	*Roseau and Lake of the Woods Counties continue to utilize trained inspectors at public accesses to check for aquatic invasive species on watercraft as well as educate the public.
	* 3 landowners have signed contracts for well decommissioning within Cedarbend and Moranville Twps in Roseau County.	*1 landowner completed 1 well decommissioning in Cedarbend 36.
		Clean Water Fund Grant secured and utilized MCC to remove 83 bags of trash from 12.4 miles of shoreline in 2021.

Agenda Item: MN Counties Insurance Trust - ACH transaction and 2022 invoice

Background:

2022 MCIT insurance, Invoice 19345R: $1,729.00
The MCIT insurance premiums have been paid by check and they now request that we submit our payment electronically

Action Requested:

Approve an ACH draw, from the Border Bank checking account in January of every year to pay the MCIT premiums.

Agenda Item: Three Year Website Agreement

Background: The LOW.1W1P.org website domain agreement is expiring and needs to be renewed. The below shows options for multiple year agreements and plans.

- 1 year: $14.95/year
- 2 year: $$13.95/year
- 3 year: $12.95/year

Currently the domain is www.low1w1p.org.

Shown before taxes. Currently pay $24.85 per year. $9.90 for tax.

Action Requested:

Motion to renew an agreement for the website domain for the Lake of the Woods Watershed, specifying length of agreement.

Agenda Item: 2020 Work Plan Revision

Background:

The FY2020 Watershed Based Implementation work plan has one year remaining. During development of the new FY2022 work plan, it became apparent that a work plan revision may be beneficial in optimizing the use of funds in both grant cycles. The Implementation Committee is requesting a work plan revision based on conversations with BWSR staff to "spend the oldest money first."

This revision will shift FY20 funds which will be expiring in less than a year to the Ditch 1 project which will be accomplished this year. Originally, this project was proposed to be funded solely with FY22 funds. In exchange, several projects currently funded with FY20 funds will now receive FY22 funds.

The overall impact to partners will be minimal, and should be an overall positive impact. All partners will receive the same amount of funding as their original requests. Partners will also have an extended length of time to spend out their project dollars since they no longer have to meet the December 31st, 2022 deadline. When possible, projects that would have had two fiscal years of grant dollars have now been combined into one fiscal year. This should help with grant tracking and budgeting.

If approved, the implementation committee will work with partners to draft new or amended cooperative agreements to make sure that new deadlines are included and that funding requests and match requirements are clarified.

Action Requested:

Authorize the revision of the FY2020 Watershed Based Implementation Funding work plan.

Activity Name	FY20 Budget	FY20 Amended Allocations based on FY22 Fund Shift
Cost Share - Ag practices	$20,000.00	$0.00
Cost Share - Forest Management Plans	$20,000.00	$2,380.00
Cost Share - Non-structural mgmt practices	$25,000.00	$0.00
Education Initiatives	$15,700.00	$20,594.04
Engineering and Technical Assistance	$138,997.00	$201,750.70
JPB - Administration	$70,476.00	$62,976.00
Project Development	$41,700.00	$22,634.64
Special Projects	$7,500.00	$2,605.96
Streambank and Shoreland Projects	$256,800.00	$269,879.93
SSTS Cost Share	$0.00	$13,351.73
Well Location - Geo Atlas	$25,000.00	$25,000.00
Total Grant Funding Request	$621,173.00	$621,173.00

Activity Name	FY20 Budget	FY20 Amended Allocations based on FY22 Fund Shift	
Cost Share - Ag practices	**$20,000.00**	**$0.00**	Amend 2020
Structural - watershed wide	$20,000.00	$0.00	
Cost Share - Forest Management Plans	**$20,000.00**	**$2,380.00**	Amend 2020
Stewardship plans -watershed wide	$20,000.00	$2,380.00	
Cost Share - Non-structural mgmt practices	**$25,000.00**	**$0.00**	Amend 2020
Non-Structural watershed wide	$25,000.00	$0.00	
Education Initiatives	**$15,700.00**	**$20,594.04**	Amend 2020
Keep it Clean LW SWCD FY20-FY22	$12,000.00	$16,894.04	
Roseau Stormwater	$500.00	$500.00	
Roseau Well Clinic	$3,200.00	$3,200.00	
Engineering and Technical Assistance	**$138,997.00**	**$201,750.70**	Amend 2020
LW SWCD - Shoreline FY20-FY22	$24,000.00	$10,000.00	
LW CO - Ditch 1 Design	$0.00	$31,500.00	
WRWD - Project Alt ID Phase 1 20-06	$48,000.00	$47,711.00	
WRWD - Phase 2A Peatland 20-15	$0.00	$16,022.70	
WRWD - Streambank Projects FY20-05	$35,000.00	$62,000.00	
WRWD - Streambank 20-16	$0.00	$34,517.00	
Reserves	$31,997.00	$0.00	
JPB - Administration	**$70,476.00**	**$62,976.00**	Amend 2020
JPB - Base Costs FY20-FY22	$20,000.00	$12,500.00	
LW SWCD FY20-FY22	$42,420.00	$42,420.00	
Roseau SWCD FY20-FY22	$8,056.00	$8,056.00	
Project Development	**$41,700.00**	**$22,634.64**	Amend 2020
City of Warroad	$13,500.00	$6,118.84	
WRWD - Project Alt ID Phase 1 20-06	$8,200.00	$7,892.00	
WRWD - Phase 2A Peatland 20-15	$0.00	$8,623.80	
JPB - Watershed Wide Ag Practices	$10,000.00	$0.00	
Reserves	$10,000.00	$0.00	
Special Projects	**$7,500.00**	**$2,605.96**	Amend 2020
Keep it Clean LW SWCD	$7,500.00	$2,605.96	
Streambank and Shoreland Projects	**$256,800.00**	**$269,879.93**	Amend 2020
WRWD - Streambank Projects FY20-05	$125,000.00	$59,727.22	
LW SWCD Shoreline FY20-FY22	$60,000.00	$6,411.77	
Ditch 10 - Roseau	$20,000.00	$0.00	
Ditch 1 - LW County	$0.00	$203,740.94	
Reserves	$51,800.00	$0.00	
SSTS Cost Share	**$0.00**	**$13,351.73**	Amend 2020
LW County SSTS	$0.00	$13,351.73	
Well Location - Geo Atlas	**$25,000.00**	**$25,000.00**	No 2020 Amendment
Well verification - Roseau SWCD	$25,000.00	$25,000.00	
Total Grant Funding Request	**$621,173.00**	**$621,173.00**	

Agenda Item: 2022 Budget and Work Plan for Watershed Based Implementation Funds

Background:

The FY22 Watershed Based Implementation Funds are available for request from BWSR. In order to receive the funds, the Board must submit a work plan and budget. Once the work plan and budget are approved by BWSR, a grant agreement will be available for approval.

The Implementation Committee has been assembling the work plan and budget based on funding requests from partners.

See the following pages for a copy of the proposed work plan and budget for FY22.

Action Requested:

Authorize the attached FY2022 budget and work plan for Watershed Based Implementation Funds.

Activity Name	FY22 Funding Requests	FY22 Budget based on FY20 workplan revision	Final "Rounded" Budget
Cost Share - Ag practices	$0.00	$20,000.00	$20,000.00
Cost Share - Forest Management Plans	$4,000.00	$21,620.00	$20,000.00
Cost Share - Non-structural mgmt practices	$0.00	$25,000.00	$25,000.00
Education Initiatives	$29,000.00	$29,000.00	$29,000.00
Engineering and Technical Assistance	$56,000.00	$70,000.00	$70,000.00
JPB - Administration	$49,000.00	$56,500.00	$56,500.00
Project Development	$40,000.00	$50,000.00	$50,000.00
Streambank and Shoreland Projects	$443,728.00	$331,848.07	$335,673.00
SSTS Cost Share	$10,000.00	$14,648.27	$15,000.00
Total Grant Funding Request	**$631,728.00**	**$618,616.34**	**$621,173.00**
	overbudget $10,555.00	reserves $2,556.66	
Total Grant Funding	**$621,173.00**	**$621,173.00**	**$621,173.00**

Activity Name	FY22 Funding Requests	FY22 Budget based on FY20 workplan revision	Final "Rounded" Budget
Cost Share - Ag practices	**$0.00**	**$20,000.00**	**$20,000.00**
Structural - watershed wide	$0.00	$20,000.00	$20,000.00
Cost Share - Forest Management Plans	**$4,000.00**	**$21,620.00**	**$20,000.00**
Stewardship plans -watershed wide	$4,000.00	$21,620.00	$20,000.00
Cost Share - Non-structural mgmt practices	**$0.00**	**$25,000.00**	**$25,000.00**
Non-Structural watershed wide	$0.00	$25,000.00	$25,000.00
Education Initiatives	**$29,000.00**	**$29,000.00**	**$29,000.00**
Keep it Clean LW SWCD FY20-FY22	$19,000.00	$19,000.00	$19,000.00
JPB - Education budget	$10,000.00	$10,000.00	$10,000.00
Engineering and Technical Assistance	**$56,000.00**	**$70,000.00**	**$70,000.00**
LW SWCD - Shoreline FY20-FY22	$20,000.00	$34,000.00	$34,000.00
WRWD Peatland FY22	$14,000.00	$14,000.00	$14,000.00
WRWD Streambank FY22	$22,000.00	$22,000.00	$22,000.00
JPB - Administration	**$49,000.00**	**$56,500.00**	**$56,500.00**
JPB - Base Costs FY20-FY22	$20,000.00	$27,500.00	$27,500.00
LW SWCD FY20-FY22	$24,000.00	$24,000.00	$24,000.00
Roseau SWCD FY20-FY22	$5,000.00	$5,000.00	$5,000.00
Project Development	**$40,000.00**	**$50,000.00**	**$50,000.00**
JPB - Watershed Wide Ag Practices	$0.00	$10,000.00	$10,000.00
JPB - Ag Specialist	$40,000.00	$40,000.00	$40,000.00
Streambank and Shoreland Projects	**$443,728.00**	**$331,848.07**	**$335,673.00**
WRWD - Streambank Projects FY20-05	$0.00	$38,272.78	$38,272.78
WRWD - Streambank FY22	$146,728.00	$146,728.00	$146,728.00
LW SWCD Shoreline FY20-FY22	$30,000.00	$83,588.23	$83,588.23
Ditch 1 - LW County	$240,000.00	$36,259.06	$36,259.06
JD 16 - LW County	$15,000.00	$15,000.00	$15,000.00
JD26 - Ro Co	$12,000.00	$12,000.00	$12,000.00
Reserves			$3,824.93
SSTS Cost Share	**$10,000.00**	**$14,648.27**	**$15,000.00**
LW County SSTS	$10,000.00	$14,648.27	$15,000.00
Total Grant Funding Request	**$631,728.00**	**$618,616.34**	**$621,173.00**
	overbudget $10,555.00	reserves $2,556.66	
Total Grant Funding	**$621,173.00**	**$621,173.00**	**$621,173.00**

Agenda Item: Approve 2022 Watershed Based Implementation Funding Grant Agreement

Background:

A draft grant agreement for watershed based implementation funding through BWSR is attached. A final grant agreement will not be available until BWSR approves a work plan and budget.

In order to prevent further delays in receiving FY22 funding, the implementation committee is requesting authorization to approve the final grant agreement when available. The final grant agreement could be emailed out to board members for review prior to signing or could be made available at a following board meeting.

Action Requested:

Designate an authorized signer and approve the final agreement when it is available.

Example

BOARD OF WATER AND SOIL RESOURCES

FY ~~2021~~ 2022 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED-BASED IMPLEMENTATION FUNDING
GRANT AGREEMENT

Vendor:	
PO#:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and ~~**Mower SWCD, 1408 21st Avenue NW Austin Minnesota 55912**~~ (Grantee).

This grant is for the following Grant Programs :		
C20-2412		

Total Grant Awarded:

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(a), appropriated Clean Water Funds (CWF) to the Board for the FY 2020-2021 Watershed-based Implementation Funding.
2. The Board adopted the FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the Watershed-based Implementation Funding Program through Board Order #19-54.
3. The Board adopted Board Order #19-54 to allocate funds for the FY 2020-2021 Watershed-based Implementation Funding Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is: **TITLE**
ADDRESS
CITY
TELEPHONE NUMBER

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
   1.1. ***Effective date:*** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
   1.2. ***Expiration date:*** ~~**December 31, 2023,**~~ or until all obligations have been satisfactorily fulfilled, whichever comes first.
   1.3. ***Survival of Terms:*** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**
The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:
2.1. ***Implementation:*** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
2.2. ***Reporting:*** All data and information provided in a Grantee's report shall be considered public.
2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over $500,000 will also require a reporting expenditure by June 30 of each year.
2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
2.3. ***Match:*** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**
The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**
4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by BWSR.
4.2. All costs must be incurred within the grant period.
4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**
5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance will all applicable federal, State, and local laws, policies, ordinances, rules, FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**
6.1. ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
6.2. ***Amendments.*** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. ***Waiver.*** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**
The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**
Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
   8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**
The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**
The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**
   11.1. ***Publicity.*** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
   11.2. ***Endorsement.*** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**
Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**
   13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
   13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
   13.3. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. **Data Disclosure.**
Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage.**
It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. **Municipal Contracting Law.**
Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. **Constitutional Compliance.**
It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. **Signage.**
It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. **Intellectual Property Rights.**
The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant.* Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, *the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

Approved:

Mower SWCD

By: _____
(print)

_____
(signature)

Title: _____

Date: _____

Board of Water and Soil Resources

By: _____

Title: _____

Date: _____

Agenda Item: Cooperative Agreement FY20-02 Keep It Clean Program budget amendment

Background:

The cooperative agreement FY20-02 Keep It Clean Program was approved with the following budget:

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Education/Information	$12,000	$750, local match	No
Special Projects – Keep it Clean	$7,500		No

In 2021, Lake of the Woods SWCD received a grant from the Conservation Corps of MN and IA for the MCC Crew to complete the shoreline cleanup. Receiving the grant from the MCC Crew, the total $7,500 was not needed for the Special Projects activity. Currently there is $4,894.04 remaining in the Special Projects activity.

At this time the Education/Information activity has been fully spent.

Action Requested:

Request to approve a budget amendment for FY20-02 Keep It Clean program to move the remaining Special Project activity funds to the Education/ Information activity.

Agenda Item: Amend expiring cooperative agreements

Background:

Internal cooperative agreements are established with partners who have requested implementation funds. The cooperative agreements have end dates which assist with goal setting. These end dates are not recognized by BWSR, but serve more as a way for the Board to manage funds and track expenditures. They are "soft" end dates. The Board is responsible for making sure that all grant funds are spent prior to the actual end date of the grant. If a partner is not spending funds in a timely fashion, these end dates can be used as a way to terminate the agreement.

Below is a list of active cooperative agreements with partners and their end dates. The Implementation Committee would like to extend all end dates to 12/31/22 with an extension deadline that would be set prior to the last regularly scheduled board meeting of the year. *Example: extension deadline of September 30th with a JPB meeting to follow.*

***All FY20 grant funds must be spent prior to December 31, 2022 in order to comply with the requirements of the BWSR Grant Agreement. A 1-Year grant extension can be requested from BWSR but would need to be initiated (via notification to BWSR BC) approximately 3 months prior to the end date. The grant extension request should be authorized by the Joint Powers Board.*

CA #	Partner	Project/Program	End Date	Extension Deadline
20-01	LOW SWCD	Fiscal/Coord	12/31/2022	7/1/2022
20-02	LOW SWCD	Keep It Clean	3/31/2022	12/31/2021
20-03	LOW SWCD	Shoreline Prot	9/30/2022	7/1/2022
20-04	Roseau SWCD	Admin/Coord	12/31/2022	8/1/2022
20-05	WRWD	Streambank	12/31/2021	9/1/2021
20-08	Roseau SWCD	Well Verification	12/31/2022	8/1/2022
20-11	LOW County	Ditch 1 Invest	12/31/2021	6/30/2021
20-12	LOW SWCD	Forest Mgmt	12/31/2022	6/30/2022
20-15	WRWD	Alt Prac Phase 2	12/31/2022	9/1/2022
20-16	WRWD	Streambank	12/31/2022	9/1/2022

Action Requested:

Request to set all end dates as 12/31/2022 with a request for extension deadline based on the board meeting schedule for 2022.

Agenda Item: Lake of the Woods Watershed State and Local Needs Meeting

Background:

The Minnesota Pollution Control Agency (MPCA) conducts intensive watershed monitoring (IWM) in each of the state's major watersheds on a repeating 10-year cycle. The Lake of the Woods Watershed (LOWW) began its first cycle (Cycle 1) of IWM in 2012.

The MPCA is beginning its planning efforts for the second cycle (Cycle 2) of IWM in the LOWW, scheduled to begin in spring of 2023. As part of this planning effort, the MPCA will hold a 'State and Local Needs' meeting to solicit input from local stakeholders and natural resource managers regarding the MPCA's proposed Cycle 2 monitoring sites. In addition to seeking input on those proposed sites, the MPCA will provide information on how local partners can submit monitoring project requests to support/investigate their planned implementation activities.

The LOWW State and Local Needs meeting is scheduled for February 9, 2022, from 1:00 pm till 3:00 pm at the Warroad Public Safety Building located at 802 Cherne Drive NW, Warroad, MN 56763. The meeting can also be accessed via Zoom using this link:

Topics to be covered at the meeting will include:

- MPCA's Watershed Approach background
- Watershed Restoration and Protection Strategy (WRAPS) process update
- Cycle 1 impairments update
- Water chemistry monitoring sites (Cycle 1 and Cycle 2)
- Biological monitoring sites (Cycle 1 and Cycle 2)
- Current flow monitoring sites
- Stressor Identification Cycle 1 findings and data gaps
- Local partner monitoring request process
- Surface Water Assessment Grant (SWAG) opportunities

A final agenda, pdf version of the presentation slides, and link to an interactive map will be sent out a week prior to the meeting.

Questions: Contact Cary Hernandez, MPCA Watersheds Division, 218-846-8124

Action Requested:

Approve per diems for JPB members that want to attend this informational meeting and to post as a public meeting if there will be a quorum present.