

	Regular Board Meeting 2022 Meeting 3rd Quarter	Date: 8/18/22
		Time: 9:00AM-11:00AM
		Location: Kittson County Courthouse

Two Rivers Plus Joint Powers Board Members
Local Staff
Invitees: BWSR Staff
Public
LSP Development Team

Pre-work: Review Minutes, Review Landscape Stewardship Plan, Review NSLM Policy Changes

Please bring: Board packets

Agenda Items

Topic	Purpose		Time allotted
✓ Welcome			1 min.
✓ JPB Business Meeting <ul style="list-style-type: none"> ○ Agenda ○ Minutes – February 17, 2022 Minutes ○ Treasurer’s Report / Tracking Tool / eLINK Financial Report 	DECISION/ DISCUSSION	STAFF	15 min.
✓ Establish Expense Threshold for Supplies <ul style="list-style-type: none"> ○ Categorize laptop as an office supply 	DECISION	Janine Lovold, Shonda Jelle (RSWCD)	5 min.
✓ Landscape Stewardship Plan (LSP) <ul style="list-style-type: none"> ○ LSP Update and Overview 	DISCUSSION	Lindberg Ekola, (BWSR)	45 min.
✓ Non-Structural Land Management Program <ul style="list-style-type: none"> ○ KWBF22-01- \$6,000.00 ○ KWBF22-02- \$6,000.00 ○ KWBF22-05- \$6,000.00 ○ JPB to review / amend / approve New Policy Contract length and potential \$\$ amount change. 	DISCUSSION/ DECISION	Jeremy Benson (KSWCD)	20 min.
✓ Project Request Updates <ul style="list-style-type: none"> ○ Granville 14 Gully Project ○ Hallock 8 Grade Stabilization ○ Hallock 8 Streambank 	DISCUSSION	Jeremy Benson (KSWCD)	20 min.
✓ Roseau SWCD Well Water Clinic August 25th	DISCUSSION	Janine Lovold (RSWCD)	10 min.
✓ Questions	DISCUSSION		10 min.
✓ Next Meeting Schedule: November 17, 2022 @9AM			

Attachments to agenda:

- February 2022 Minutes
- Draft Copy of Landscape Stewardship Plan (LSP)

JPB Ground Rules and Expectations

Joint Power Board members will:

1. Actively prepare for, attend, and participate in all scheduled meetings of the JPB.
2. Actively engage in the decision-making process for watershed-based implementation.
3. Regularly update their respective Boards on the progress of the watershed implementation process.

MINUTES
Regular Meeting
February 17, 2022

The meeting of the Two Rivers Plus Joint Powers Board was held at the Kittson County Courthouse and virtually.

The meeting was called to order by JPB Chair, Landon Olson at 9:06 a.m.

Joint Powers Board Members present: Primary: Andrew Muir (KSWCD), Landon Olson (RSWCD) and Leon Olson (KCounty); Alternate: Theresia Gillie (KCounty)

Others present: Jeremy Benson, Justin Mueller, Janine Lovold, Shonda Jelle, Matt Fischer (BWSR), Henry Van Offelen (BWSR)

Agenda

The agenda was approved on motion by Olson, seconded by Muir, and carried unanimously.

Minutes

The November 18, 2021 Minutes were reviewed.

The Minutes were approved on a motion by Muir, seconded by Olson, and carried unanimously.

JPB Business Meeting

The Offices and Annual Business Items were approved to stay the same as was set last July 2021 except for the new IRS mileage rate change for 2022 on a motion by Muir, seconded by Olson, and carried unanimously.

Treasurer's Report Format

Shonda Jelle provided a handout of a Roseau SWCD Treasurer's Report for the Board to discuss and review for their own Treasurer's Report format. The Board thought that the format would work. Jelle also requested that if any Board member would like direct deposit to please contact her and it would be set up.

MCIT

- **Agreement Resolution**

The MCIT JPA and Bylaws were reviewed. The agreement resolution to acknowledge the Two Rivers Plus JPB participation as a member MCIT and enter the MCIT joint powers agreement was presented by Lovold.

The Agreement Resolution was approved on a motion by Muir, seconded by Olson, and carried unanimously.

- **Workers Compensation Coverage by Resolution**

The Cover Letter from MCIT along with the Coverage Summary and Cost Estimate were reviewed and discussed. The Resolution to acknowledge the Two Rivers Plus JPB members are to be covered for Workers Compensation was presented by Lovold.

The Resolution to accept Workers Compensation Coverage was approved on a motion by Olson, seconded by Muir, and carried unanimously.

- **Membership Sponsorship of Two Rivers Plus JPB**

The Roseau County SWCD provided sponsorship of the Two Rivers Plus JPB for MCIT member by Resolution on January 11, 2022.

- **Letter from Board Accepting Coverage**

The letter to MCIT will accept the coverage and pricing as indicated in the Coverage Summary and Cost Estimates that were provided, include the workers' compensation coverage for elected and appointed officials, and accept the optional workers' compensation coverage.

The letter was approved by on a motion by Muir, seconded by Olson, and carried unanimously.

- **W-9**

The IRS W-9 form Request for Taxpayer Identification Number and Certification was signed and dated by Chair, Landon Olson.

- **Mission Statement**

The Steering Team put together the following Mission Statement: The Two Rivers Plus Joint Powers Board purpose is to implement the Two Rivers Plus Comprehensive Watershed Management Plan through a partnership including Kittson and Roseau Counties and Kittson and Roseau Soil and Water Conservation Districts to satisfy goals through projects and programs that restore or protect locally identified issues.

The Mission Statement was approved by a motion by Olson, seconded by Muir, and carried unanimously.

Two Rivers Plus JPB Funding Update

The total Watershed-Based Funds (WBF) awarded is \$1,062,253. Fifty percent of the WBF was received at the end of January. This amount totals \$531,127. The next 40% will go out after the entire 50% has been expended and Jeannette Austin (BWSR) performs an audit.

Work Plan

A copy of the Work Plan will be available for review at the next Board meeting or upon request.

Contract Approvals

- The **draft Non-Structural Land Management Practice Contract** was presented by Benson and reviewed by the Board.

The NSLMP Contract was approved for use by Muir, seconded by Olson, and carried unanimously.

- A **draft Percentage Rate Practice Contract** for projects was not available for review, but the contract followed a similar format as the Non-Structural Land Management Practice Contract. Benson requested approval of said contract.

The Percentage Rate Practice Contract was approved for use by Muir, seconded by Olson, and carried unanimously.

Engineering Services Agreements

There was discussion on how entering into Engineering Services Agreements should be done, whether it could be Partners (SWCDs) needing the services for construction projects or just the JPB. It was decided that both Kittson and Roseau SWCDs may enter into Engineering Service Agreements. Direct billing of engineering services to the JPB was also discussed. It was decided that the Engineering Service Provider may bill the JPB directly.

The Engineering Service Agreement procedure along with the direct billing by the engineering provider to the JPB was approved on a motion by Muir, seconded by Olson, and carried unanimously.

Next Board Meeting
May 19, 2022 at 9 am

Adjournment
The meeting adjourned at 9:42 am.

Secretary

Date

RESOLUTION

The Two Rivers Plus Joint Powers Board 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".

Landon Olson

Chair

Date: 2-17-22

Attest:

[Signature]

Date: 2-17-22

Title:

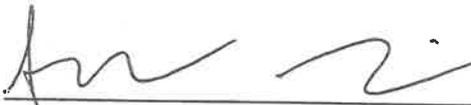
Secretary

RESOLUTION 01-2022

The Board Members for the Two Rivers Plus Joint Powers Board do hereby resolve that, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of Two Rivers Plus Joint Powers Board who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall be included within the definition of "employee" as that term is defined in Minn. Stat. §176.011, subd. 9 for purposes of coverage under the Workers' Compensation Laws of the State of Minnesota.

Landon Olson
Two Rivers Plus Joint Powers Board Chair

2-17-22
Date

Attest:  2-17-22

Title: Secretary



Financial Report

Watershed Based Implementation NOV 2022

Grant Title: FY22- Two Rivers Plus WBF

Grant ID: C22-5836

Organization: Two Rivers Plus JPB

Grant Revenue	Amount
Total Awarded	\$1,062,253.00
50% Received	\$531,126.50

Grant Expenditures

Grant Activity Category	Amount
Project Development	\$555.59
Streambank or Shoreline Protection	
Technical/Engineering Assistance	
Wind Erosion	
Administration/Coordination	\$7,255.03
Planning and Assessment	\$11,250.00
Education/Information	
Agricultural Practices	\$18,000.00
Total Spent	\$37,060.62
Returned Amount	\$0.00
Balance Remaining on the 50% received	\$494,065.88
Percent Spent	7%

Request for Comments on Draft Plan

Two Rivers Plus Watershed Landscape Stewardship Plan (LSP)

Directions: Please provide your comments on the draft plan below. Please note the page number and paragraph for each comment as appropriate. Please return your comments to Bethany by **September 2nd, 2022**. His contact information is below:

Bethany Chaplin, Plan Writer
651-890-9057
chaplinbethany@gmail.com or bethany@cswcd.org

Introduction

- Purpose and Scope
- Forest and Water Resources Context
- Linking Landscape Stewardship and Local Water Planning
- Partners and Process

Comments:

Part 1: Analysis of Forest and Water Resources

- Introduction
- Resource Context
- Risk/Quality Assessment
- Forest Conservation Opportunity Areas
- Key Observations and Conclusions
- Forest Land Protection – Current Status
- Private Forest Stewardship – Current Status

Comments:

Part 2: The Vision

- Mission and Vision
- Major Watershed Forestry Goals
- Coordinated Roles to Increase Forest Land Protection and Stewardship
- Goal 1: Forest Land Protection
- Goal 2: Promote Private Forest Stewardship
- Vision Summary
- Subwatershed Guidance
- Minor Watershed Methodology and RAQ Scoring

Comments:

Part 3: Making it Happen

- Coordination Strategies
- Demonstration Projects

Comments:

Appendix

- Project Partners
- Bibliography
- Two Rivers Plus Watershed Resource Inventory (HUC 8)
- Subwatershed Analyses (HUC 10)
- Ecological Pathway to Sustainable Forest Management

Comments:

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1.0 Purpose

The Two Rivers Plus Non-Structural Land Management Program (NLMP) was created to provide funds for individuals that are interested in using cover crops and conservation tillage practice in their farming operation, and to promote the long-term adoption of these practices. The purpose of this policy is to provide clear guidelines for the implementation of funds appropriated to participating LGU’s associated with the Two Rivers Plus Joint Powers Board watershed-based funding grant.

Funds are allocated to the Two Rivers Plus Joint Powers Board by BWSR from the Watershed-Based Funding grant. The Two Rivers Plus JPB sets, through a work plan approved by the BWSR Board Conservationist, the amount from the watershed-based funding grant that is used for the Non-Structural Land Management Program (NLMP).

2.0 Eligible Activities

The primary purpose of activities funded with the Non-Structural Land Management Program funds is to assist with implementation of cover crops, and conservation tillage practices and promote the long-term adoption of these practices in the farming operation.

2.1 Practice Standards. Cover Crop (340), Reduce Tillage (345), and No-Till/Strip-Till(329) practices must be consistent with the NRCS Field Office Technical Guide (FOTG). Design standards for the practice must include specifications for operation and maintenance for the duration of the given practice, including an inspection schedule and procedure.

3.0 Incentive Rates

Rates represent a payment that incentivize a producer to begin implementing cover crops and conservation tillage practices within their farming operation and other local variables (seed cost, availability of seed, contractor costs).

3.1 Maximum Rates. The Two Rivers Plus JPB has established the maximum annual per acre payment rate to a land occupier for installation of the cover crop practice is:

\$25 per Acre for a single species Cover Crop

\$50 per Acre for a multiple species Cover Crop (must include one grass and one broad leaf species)

For Conservation Tillage practices the rates are:

~~**\$35 per Acre for No-Till/Strip-Till**~~

~~**\$35 per Acre for Reduce-Till**~~

\$50 per Acre for No-Till/Strip-Till

\$50 per Acre for Reduced-Till

3.2 Maximum Acres. The Two Rivers Plus JPB has established the maximum annual number of acres for a project applicant is 80 acres per practice. The 80 acres may be subdivided into different tracts, but these tracts may not be smaller than 20 acres in size.

3.2 Minimum Acres. The Two Rivers Plus Joint Powers Board has established the minimum number of acres for a land occupier is 20 acres. The delegated implementing SWCD Board can approve contracts below 20 acres if a land occupier can show a need to go below 20 Acres.

4.0 Technical Expertise

The Joint Powers Board and participating LGU's have the responsibility to ensure that the designated technical staff have the appropriate technical expertise, skills and training for their assigned role(s).

4.1 Staff Skills. Kittson SWCD District Technician's Justin Muller and Jeremy Benson have Level 5 JAA for Cover Crop Practice (340), Level 2 JAA for Residue and Tillage Management, Reduced Till (345) and Level 3 JAA for Residue and Tillage Management, No Till (329) and will serve as the technical representative for contracts that are for cover crop in Kittson County. Roseau SWCD staff currently does not have JAA for these practices. Until the staff achieves the proper JAA Roseau NRCS Field Office Staff will serve as the technical representative for Non-Structural Land Management Practices. Currently Kathy Fillmore and Bonnie Hasbrouck have Level 3 JAA for Cover Crop (340), Reduced Till (345) and for No-Till/Strip-Till(329) practice and will serve as the technical representative for contracts that are related to this NSLM in Roseau County.

5.0 Expenditure of Funds on Practices and Contracts

The Two Rivers Plus Joint Powers Board has the authority and responsibility to approve expenditure of funds within their own organization.

5.1 Incentive Program Contract. A contract between the Joint Powers Board and land occupier receiving state funds will be used to provide a legal standing to ensure practices are installed and maintained according to approved standards and specifications. The contract the Joint Powers Board will use is attached to this policy. Land occupier means a person, corporation, or legal entity that holds title to or is in possession of land as an owner, lessee, tenant, or otherwise. If the land occupier is not the landowner, the application must also bear the landowner's signature.

- a) **Contract Length.** ~~The contract length is 3 years.~~ The contract length minimum is 1 year.
- **(Option to increase payment tiered for longer year contracts?)**

5.2 Contract Approval. The Joint Powers Board will approve or deny the expenditure of the requested NSLM funds within the Watershed Based Funding Workplan. The Two Rivers Plus Joint Powers Board delegates the authority to enter into contracts on their behalf to the local SWCD boards to implement. The action taken will be documented in the Joint Powers Board meeting minutes during each biennium workplan.

- a) **Contract Amendments.** Changes to an executed contract are considered an amendment to the contract and subject to review and approval by the implementing SWCD Board. Prior to approving an amendment, technical staff must attest that the amendment has merit. Amendments are limited to changes in practice specifications, installation dates, land occupier information, practice components, or cost share rates and amounts.

5.3 Combining Funding Sources. Land occupier is ineligible for payment if they are currently receiving any other state or federal funds for any practice that is covered under this policy.

5.4 Contract Limitations. A land occupier is limited to one contract for each practice.

5.5 Contract Timeframe. Joint Powers Board has the authority to adopt timely completion dates. Execution and completion of a contract with a land occupier must be within the grant period. In order to accomplish this, contracts will be paid in full year 1 of the 3-year contract. Years 2 and 3 of the contract will be completed as operation and maintenance. Contracts not completed within the period of the grant agreement will be cancelled unless the grant agreement with BWSR has been extended and the contract has been extended such that the contract timeframe is within the amended grant. Grant funds will be expended within the period of a valid grant agreement.

5.6 Canceled Projects. Funds from canceled projects may be re-encumbered to a new contract as provided in the grant agreement. Funds that are unexpended will be returned as provided in the grant agreement.

6.0 Practice Sign-off and Payment

Prior to payment, technical staff must attest that the practice was properly installed and completed according to the plans and specifications, including technically approved modifications, and that the voucher is accurate.

6.1 Payment. Land occupier must complete project installation and provide seed tags for the year prior to requesting payment.

6.2 Project Review. After receiving a request for payment, technical staff must review for each project; the as-built plan, copies of seed tags, submitted by the land occupier for completion and technical approval.

6.4 Final Plans. One copy of the final approved plan will be given to the project applicant and one copy retained with the project file located in the district office.

7.0 Post-Construction and Follow-Up Activities

Identifying operation and maintenance activities specific to the installed practices is critical to ongoing performance of installed practices as well as to planning and scheduling those activities. Scheduled site inspections by qualified staff are necessary to ensuring operation and maintenance has been taking place.

7.1 Operation and Maintenance Plan. Qualified technical staff will prepare an operation and maintenance plan specific to the practice and the site(s) where it is located.

7.2 Inspections. Qualified technical staff will ensure that the operation and maintenance plan is being followed and the practices have not been altered or removed by conducting annual site inspections for the duration of the practice. Inspections are to:

- a) Verify that all components of the practice are in place and are in good repair, and/or
- b) Identify repairs necessary in accordance with the operation and maintenance plan; and/or
- c) Identify further assessment or action necessary if necessary repairs are beyond the scope of the operation and maintenance plan.

7.3 Failure to Maintain Practices. Should the land occupier fail to maintain the practices during the practice duration according to the operation and maintenance plan, the land occupier is liable to the Joint Powers Board for one hundred fifty percent (150%) of the financial assistance received to install the practice as determined by the Joint Powers Board. Funds received by the district from a landowner who has failed to maintain a practice, will be used according to this policy, less the administrative cost. When a potential non-compliance issue is discovered, the district will follow the steps below:

- a) After learning of potential non-compliance issue, qualified technical staff will review the contract language, project file contents, and operation and maintenance plan and discuss the non-compliance with the land occupier where appropriate.
- b) Complete an on-site investigation, take photographs, and complete a practice site inspection form.
- c) Keep a log of dates, times, communications, and facts surrounding the investigation. Keep this log in the project file as documentation of the facts.
- d) If the initial investigation identifies an obvious non-compliance situation and the land occupier agrees to take immediate corrective action, document this decision and follow-up in a reasonable amount of time to see that corrective actions were taken.
- e) If the land occupier is not cooperative, will not allow access, or corrective actions are not implemented in a reasonable timeframe, a formal Corrective Action Plan will be provided to the land occupier.
- f) If the land occupier fails to respond, refuses to sign and/or does not implement the Corrective Action Plan, the Joint Powers Board will request assistance from their legal representative.