

JOINT POWERS AGREEMENT

**ESTABLISHING
THE**

**SNAKE RIVER WATERSHED
MANAGEMENT BOARD**

April 1993

**Aitkin County, Kanabec County,
Mille Lacs County
and
Pine County**

**AGREEMENT ESTABLISHING JOINT POWERS
SNAKE RIVER WATERSHED MANAGEMENT BOARD**

THIS AGREEMENT, is made by and between the counties which contain the Snake River Watershed, namely: Aitkin County, Kanabec County, Mille Lacs County, and Pine County, Minnesota; each of the parties hereto being authorized to enter into this agreement by the action of the commissioners of the respective counties.

WHEREAS, each of the counties hereto has developed a county water plan pursuant to Section 103B.301 through Section 103B.355 Minnesota Statutes 1990 in which the water planning needs if the Snake River Watershed within said county are addressed; and

WHEREAS, there is a need to coordinate and implement actions to be undertaken within said plans;

NOW, THEREFORE, the parties hereto hereby enter into this Joint Powers Agreement pursuant to Section 471.59 Minnesota Statutes for the purposes and with the powers and other provisions as set forth in this agreement.

I. NAME

The name of this joint powers board shall be Snake River Watershed Management Board (SRWMB). Its address shall be c/o County Auditor, Kanabec County Courthouse, 18 North Vine Street, Mora, MN 55051.

II. PURPOSE

The purpose of this joint powers agreement shall be for the joint powers to:

- A. Coordinate the comprehensive county water plans and actions relating thereto as existing in the water plans of the several counties that are signatories to this agreement and to provide for the implementation of the actions as set forth in said plans. For the purpose of this agreement, the Snake River Watershed is delineated as Exhibit A annexed hereto.
- B. Provide for the joint and cooperative management of county water plans and other actions necessary to protect and enhance the water and land resources within the Snake River Watershed.
- C. Identify existing and potential problems and opportunities for the protection, management and development of water and land resources.
- D. Develop objectives and carry out a plan of action to promote sound hydrological management of water and related land resources, effective environmental protection and efficient management.
- E. Develop a watershed management plan for the Snake River Watershed.

III. ORGANIZATION

A. To carry out the plans of this joint powers agreement, there is hereby established a joint powers board to be known as the Snake River Watershed Management Board (SRWMB). The appointments to the SRWMB shall be made by the county boards of the counties to which each particular seat is attributed.

B. The SRWMB shall be four (4) in number, which shall be a County Commissioner from each of the counties of Aitkin, Kanabec, Mille Lacs and Pine. Each member county shall have one (1) vote. Each member county may designate an alternative for its appointed County Commissioner. All votes of member counties must be cast by the appointed County Commissioner or designated alternate County Commissioner of the member county at a meeting of the SRWMB.

C. Each member shall be appointed to the joint powers board by its county board and shall hold office until that member's successor has been appointed and qualified. Any vacancy arising during the term shall also be filled by the county board to which that particular seat is attributed.

D. Any member who is more than sixty (60) days default in paying its share of administrative expenses shall have the vote of its board member suspended pending such payment.

E. A favorable vote of a majority of all eligible then existing board members shall be required for the SRWMB to take action, unless otherwise provided in this agreement.

IV. POWERS

The Snake River Watershed Management Board shall have the following powers:

A. Snake River Watershed Management Board may:

1. Coordinate and implement the comprehensive county water plans of the respective counties as they relate to the Snake River Watershed as a single entity.
2. Create a single water plan for the Snake River Watershed from the comprehensive water plans of the member counties.
3. Contract for space and materials and may also contract for goods and services that are required and are necessary for the implementation of the water plans relative to the Snake River Watershed.
4. Employ such persons as it deems necessary to accomplish its duties and purposes.

5. The SRWMB may accumulate reserve funds for the purposes herein mentioned and may invest funds of the SRWMB not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to counties.
6. Recommend changes in this Agreement to its members.
7. Protect and improve water quality in the watershed as this is one of the main purposes set forth in the Surface Water Quality Management Act.
8. Contract for or purchase such insurance as the SRWMB deems necessary for the protection of the SRWMB.
9. Accept and disburse funds and to apply for state and federal funds necessary to prepare and implement its plan.
10. Pay citizen advisory committee members per diem and expenses at a rate established by the SRWMB.

B. The Snake River Watershed Management Board shall:

1. Appoint a citizens advisory committee and may appoint other advisory committees as it deems necessary to advise the SRWMB about various matters pertinent to development of plans, projects and improvements within the Watershed.
2. Cause to be made an annual audit of the books and accounts of the SRWMB and shall make and file a report to its members at least once each year including the following information:
 - (1) The financial condition of the SRWMB, and
 - (2) The business transacted by the SRWMB and other matters which affect the interests of the SRWB. Copies of the report shall be transmitted to the clerk of each member governmental unit.
3. Adopt by-laws addressing, among other matters, rules of order and procedures, which unless otherwise adopted, shall be that of Roberts Rules of Order.
4. Provide for monthly meetings during the first six months of operation and then at least quarterly thereafter. Times and locations will be set at the annual meeting of the SRWMB which shall be in January of each year at the Kanabec County Board Room unless action is taken for alternative times and places. Notice of all meetings shall be by publication in accordance with Minnesota Statutes.

V. OFFICERS

A. The SRWMB shall elect its officers from its members which shall consist of a Chairperson, Vice Chairperson and Secretary at the annual meeting.

1. The Chairperson shall preside at the meetings of the Joint Powers Board and shall have powers to call the meetings at reasonable times with reasonable notices as deemed necessary.
2. The Vice Chairperson shall preside over the meetings of the Joint Powers Board in the absence of the Chairperson. The Vice Chairperson shall have the power, with two other members of the Board, to call meetings.
3. The Secretary shall keep, or designate a person to assist in keeping, a record of all proceedings of the Joint Powers Board and to perform all other duties normally assigned to the secretary of a deliberative body. The term of office of the secretary shall run concurrently with the Chairperson.

B. The Kanabec County Auditor shall be the fiscal agent for the SRWMB. Disbursements shall be made by the fiscal agent upon action of the SRWMB.

VI. CITIZENS ADVISORY COMMITTEE

A. There shall be established a citizen advisory committee consisting of one (1) Soil and Water Conservation District supervisor from each county and two (2) citizens from each county, at least one (1) of which would be a lake association member from a lake association within the Watershed if one exists within that county. Each county's representatives of said Citizens Advisory Committee shall be appointed by the county board. In the case of the Soil and Water Conservation District and the lake association, that member shall be appointed from a list of at least three (3) provided by the Soil and Water Conservation District and the lakes association if one exists. The term of office shall be for three (3) calendar years except that the initial term shall be one (1) for one (1) calendar year, one (1) for two (2) calendar years and one (1) for three (3) calendar years. Any vacancy shall be filled by the county board to which that particular seat is attributed and shall be for the remainder of the term. No single person may be a member of this board for more than three (3) consecutive full or partial terms. The above rotation schedule shall be applicable unless this agreement is not renewed after the initial two (2) year term of this agreement.

B. The duties of the Citizens Advisory Committee shall be to aid the SRWMB in identifying and prioritizing action item projects of the comprehensive water management plans of the SRWMB and the member counties which would be best addressed on a multi-county basis, to identify and recommend project or activities for consideration by

the SRWMB that have been requested by citizens or municipalities in the watershed and for such other matters for which the SRWMB requests its assistance.

C. Each county shall be responsible for paying for any expenses afforded to its delegate and for the citizens advisory committee members from that county unless otherwise agreed upon by the SRWMB.

VII. BUDGET

A. Administrative Expenses:

1. Administrative expense shall be those expenses administrative in nature and distinct from project expenses. Administrative expenses shall include but are not limited to, insurance, supplies, salaries and rent.
2. On or before May first of each year, the SRWMB shall prepare and adopt an administrative budget for the forthcoming year upon favorable vote of a majority of all of the eligible then existing board members. Said administrative budget shall then be forwarded to the boards of the member counties. The secretary of the SRWMB shall certify the budget on or before May 15 to the clerk of each member's county board together with a statement of the proportion of the budget to be provided by each member. The county board of each member county agrees to review the budget within thirty (30) days of the date of certification. The SRWMB shall then hear all timely objections to the budget, and may, upon notice to all member counties and after a hearing, modify or amend the budget, but shall then give notice to the member counties of any and all modifications or amendments. Further review shall be pursuant to Article IX B.
3. To the extent that administrative expenses of the SRWMB are to be borne by the counties, the contribution by the member counties shall be in accordance with the following formula:

Aitkin County	20.8
Kanabec County	49.5
Mille Lacs County	9.2
Pine County	20.5

Portions of the obligation may be in kind contribution upon approval of the SRWMB.

4. Expenses for action item projects fully funded by the grants shall be considered administrative expenses.

B. Project Expenses:

1. On or before March first of each year of the member county boards shall preliminarily determine and notify the SRWMB of action item projects of that county's water plan related to the Watershed including the means and extent of

funding which it intends to implement in each of the two forthcoming calendar years. An action item project may be any proposed project. Action item project expenses include costs for feasibility studies and other measures preparatory to a decision to implement any project.

2. On or before May first of each year, the SRWMB, with the assistance of the Citizens Advisory Committee, shall from the action item projects submitted by the member counties, and from action item projects submitted by the Citizens Advisory Committee, identify those action item projects from the water plans of the individual counties and from the Citizens Advisory Committee which would be best addressed on a multi-county basis. The SRWMB shall then from the list of action item projects so identified for each year, prioritize the same and determine which of those projects should be addressed in each calendar year. The member counties shall then pursue the action items on the revised list cooperatively through the SRWMB.
3. On or before May first of each year, the SRWMB shall prepare and forward to each member county the budget for the multi-county comprehensive water management plan action items which are to be addressed by the SRWMB on a multi-county basis in the forthcoming calendar years, consistent with the determinations of the SRWMB (2) above.
4. The SRWMB shall, after considering input from the affected member counties, also determine and apportion the projected expenses to be borne by each of the member counties for each multi-county undertaking. The allocation among the member counties shall be projected based upon one or more of the following methods:
 - (a) The ratio of real property valuation of each member county within the boundaries of the benefited area to the total real property valuation within the entire area benefited.
 - (b) The ratio of quantity and or quality of the stormwater produced by each member county within the boundaries of the benefited area to the quantity of stormwater produced by the entire area benefited.
 - (c) The ratio of benefit received by each member county to the total benefit received by the entire area of the project.
 - (d) The SRWMB may use any such other suitable criteria as shall be agreed upon by all the member counties.

Prior to implementing an action item project the SRWMB shall secure from its engineers or other competent persons a preliminary report advising it whether the proposed improvement is feasible and as to whether it shall be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended. Any feasibility study shall examine, among other things, the costs of, and potential funding sources available to implement the

improvement including but not limited to low cost options. The SRWMB shall then hold a public hearing on the proposed action item project after mailed notice to each member county and published notice in the SRWMB's official newspaper. The notice shall be mailed not less than forty-five (45) days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each member county.

To order an action item project, a resolution setting forth the order shall require a favorable vote of three-fourths of all of the eligible then existing board members. The SRWMB, in considering whether to order any action item project, may consider the factors of costs and funding as those factors are detailed in the feasibility study. The order shall describe the improvement, shall allocate in percentages the cost allocation between member counties, shall designate the engineers to prepare plans and specifications, and shall designate who will contract for the improvement.

After the SRWMB has ordered an action item project, it shall forward the preliminary report to all member counties with an estimated time schedule of the implementation of the action item project. The SRWMB shall allow an adequate amount of time, and in no event, less than ninety (90) days for each member county to conduct hearings in accordance with the provisions of Chapter 429 or the charter requirements of any city, or to ascertain the method of financing which the member counties will use to pay their proportionate share of the costs of the action item project.

If the SRWMB proposed to use the counties' bonding authority, or if the SRWMB proposed to certify all or any part of an action item project to the counties payment, then and in that event all proceedings shall be carried out in accordance with Minnesota Statute 103B.251.

The SRWMB shall not order and no engineer shall prepare plans and specifications before the SRWMB has adopted a resolution ordering the action item project. The SRWMB may order the advertising for bids upon receipt of notice from each member county who will be assessed that it has completed its hearing or determined its method of payment, or upon expiration of ninety (90) days after the mailing of the preliminary report to the member counties, whichever occurs first.

C. Preliminary Fund

1. The SRWMB shall establish a preliminary fund in the amount of \$10,000 dollars for the purpose of paying administrative expenses and other related costs during the first year of operation.
2. Each county shall contribute its share on the same basis as defined in section VII.A (3) of this agreement.

3. If funds remain in the preliminary fund after the first year it shall be transferred to the administrative account of the SRWMB.

VIII. AMENDMENTS

Amendments to this agreement shall be the agreement in writing of all parties hereto with the authority of the County Board of each member county.

IX. REVIEW

A. A member county can demand a review from any action taken by the SRWMB by filing an appeal to the SRWMB within thirty (30) days of the action taken by the SRWMB about which the member county desires review. Thereupon the SRWMB shall hold a hearing and reconsider its action in light of the testimony or other evidence introduced at the hearing.

B. Any member county or local unit of government with territory within the Snake River Watershed may request the Minnesota Board of Soil and Water Resources to resolve the dispute pursuant to 1990 M.S. Section 103B.345.

X. DURATION

A. Each member county agrees to be bound by the terms of this agreement until two (2) years from and after its effective date unless the member county withdraws from the agreement pursuant to X C. or the SRWMB is dissolved pursuant to X B. The Agreement may be continued thereafter upon the agreement of all the parties.

B. Any member may petition the SRWMB to dissolve the agreement. The SRWMB shall give the Minnesota Board of Soil and Water Resources written notification of the receipt by the SRWMB of any petition to dissolve the agreement. Upon ninety (90) days notice in writing to the clerk of each member governmental unit and to the SRWMB, the SRWMB shall hold a public hearing and upon a favorable vote by a majority of all eligible votes of then existing board members, the SRWMB may by resolution recommend that the SRWMB be dissolved. The resolution shall be submitted to each member governmental unit and each county within sixty (60) days. The SRWMB shall dissolve the SRWMB allowing a reasonable time to complete work in progress and to dispose of personal property owned by the SRWMB.

C. Any Member county may withdraw from this agreement at the end of any calendar year by providing written notice to the SRWMB and each member county boards of their intention to do so ninety (90) days in advance of the end of that calendar year providing that county shall have met any outstanding obligations by virtue of its membership in the joint powers agreement until the date of its withdrawal. The SRWMB shall give the

Minnesota Board of Soil and Water Resources written notification of the receipt by the SRWMB of any written notice by a member county to withdraw from this agreement.

XI. DISSOLUTION

Upon dissolution, the personal property shall be returned to the member county contributing the same. In the event that the source of the property is not identifiable, it shall be distributed in accordance with the formula set forth in Article VII A (3).

XII. EFFECTIVE DATE

The effective date of this agreement will be the _____ day of April 1993, the dates of the signatures of the parties now withstanding.

AITKIN COUNTY BOARD

By Mary E. Harney
Chairman

By Alice Dotyler
Auditor

Date 4-30-93

KANABEC COUNTY BOARD

By Mel Pearson
Chairman

By Jerry T. Tredt
Auditor

Date 4 28-93

MILLE LACS COUNTY BOARD

By Paul A. Rossman Jr.
Chairman

By Alvin Nasolin
Auditor

Date 4-20-93

PINE COUNTY BOARD

By Everett Koehler
Chairman

By Lawrence D. Demauld
Auditor

Date 5/11/93