

Lower St. Croix "One Watershed, One Plan"

<p>Policy Committee</p>		<p>Vision</p>
<p>Meeting #18</p>		<p>The St. Croix River, groundwater, lakes, streams, rivers, wetlands, and upland habitat in the Lower St. Croix watershed sustain healthy ecosystems, recreation, public health, tourism, agriculture, the economy, and quality of life in our communities.</p>
<p>Monday, July 27, 2020 4:00-6:00 PM</p>		<p>Mission</p>
<p>Zoom Virtual Meeting https://us02web.zoom.us/j/85349141610?pwd=MkE5SjZjdktlU0JpVDFsMkI2UGFEUT09 Meeting ID: 853 4914 1610 Passcode: 698191 Dial by phone: 301-715-8592</p>		<p>Through the <i>Lower St. Croix "One Watershed, One Plan"</i> process, partners will develop a collaborative and comprehensive plan to guide the protection and restoration of priority natural resources in our region over the next ten years.</p>
<p>Facilitator:</p>	<p>Angie Hong – EMWREP</p>	<p>Note taker: Cameron Blake</p>
<p>Invited:</p>	<p>Anoka SWCD – Sharon Lemay Brown's Creek WD – Craig Leiser Carnelian Marine St Croix WD – Wade Johnson Chisago County – Chris DuBose Chisago SWCD – Jim Birkholz Comfort Lake Forest Lake WD – Stephen Schmaltz Isanti County - Susan Morris Isanti SWCD – Jerry Schaubach Middle St. Croix WMO – John Fellegly Pine County – Stephen Hallan Pine SWCD – Doug Odegard South Washington WD – Don Pereira Sunrise River JP WMO – Janet Hegland Washington County – Fran Miron Washington CD – Diane Blake</p> <p>Copied: Policy Committee alternates; Ann WhiteEagle – Ramsey CD; Barb Peichel – BWSR; Sue Goepfert – Anoka Co; Caleb Anderson – Pine Co; Craig Mell – Chisago SWCD; Dan Fabian – BWSR; Darrick Wotachek – Isanti Co; Erin Loeffler – BWSR; Jamie Schurbon – Anoka SWCD; Jay Riggs – Washington CD; John Hanson – Valley Branch WD; Karen Kill – Browns Creek WD; Jill Carlier – Pine SWCD; Matt Moore – South Washington WD; Mike Isensee - Carnelian-Marine-St. Croix WD; Matt Downing – Middle St. Croix WMO; Emily Schmitz, Jessica Lindmeyer, Mike Kinney – Comfort Lake – Forest Lake WD; Sharon Schwarze – Brown’s Creek WD; Alyssa Soderlund, Maureen Hoffman, Stephanie Souter – Washington Co; Susanna Willson – Chisago Co; Tiffany Determan – Isanti SWCD; Laura Jester – Keystone Waters LLC; Jen Kader, Kris Meyer – Freshwater</p>	

Pre-work:	<u>Review:</u> <ul style="list-style-type: none"> • June 29 meeting minutes • Steering Committee recommendations on cost benefit calculations and addressing landlocked basins • Updated Joint Powers Collaboration Agreement and accompanying memo • Updated plan components – Appendix D (Chisago County local priorities)
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Agenda Items

Topic	Purpose	Lead	Time
Introductions; Approve agenda Roll-call vote	INFO DECIDE	Policy Committee	5 min.
Review and approve June 29, 2020 meeting minutes Roll-call vote	DECIDE	Policy Committee	5 min.
Review Steering Committee recommendations on cost benefit calculations and addressing landlocked basins	DISCUSS	L Jester	15 min.
Consider approval to submit Lower St. Croix Comprehensive Watershed Management Plan for final approval Roll-call vote	DISCUSS DECIDE	L Jester Policy Committee	30 min.
Review updated Joint Powers Collaboration Agreement. Consider recommending the agreement to the governing bodies of participating 1W1P entities. Roll-call vote	DISCUSS DECIDE	J Schurbon	15 min
Wrap up and adjourn Roll-call vote	DECIDE	Policy Committee	5 min.

Steering Committee Recommendations
July 16, 2020

Options for Calculating Annualized Costs

A “cost benefit analysis” is a required component of a targeting analysis which is included as a gatekeeper criterion for considering the use of Watershed Based Implementation Funds.

In order to address a 60-day review comment from CLFLWD, the Steering Committee discussed two different methods to calculate the cost benefit of a project: 1) using a 30-year annualized cost no matter the expected life of the project, and 2) annualizing the cost based on the actual expected life of the project. While both methods have their advantages and disadvantages, the Committee recommends using the second method and changing Section VII.B. in draft plan accordingly. With all changes from original 60-day review draft incorporated, the final language would be as follows:

Gatekeeper Criteria:

1. *The proposed projects or program is located in a priority location for the specific activity as listed in the Implementation Table (Table 5-1).*
2. *The activity is listed as a high or medium priority for Watershed Based Implementation Funds (assigned an “A” or “B” in the Implementation Table (Table 5-1)*
3. *An analysis is complete and/or data are gathered to target and prioritize specific projects where they will have most benefit using the analyses components below*; or the project is outside an area with a completed prioritization but has a similar cost benefit as a previously analyzed project and benefits the same water resource as the completed analysis. ***

**Minimum components of targeting and prioritizing analyses (e.g., SWA (see sidebar), diagnostic study, feasibility study):*

- ✓ *Spatial analysis that includes pollutant delivery evaluation to the targeted waterbody*
- ✓ *Desktop analysis that includes historical aerial photo review*
- ✓ *Water quality modeling or monitoring for load reduction analysis*
- ✓ *Field evaluation for BMP feasibility and potential*
- ✓ *Cost benefit analysis completed based on amount of WBIFs/pound total phosphorus removed and total project cost/pound total phosphorus removed, both annualized for the anticipated life of the project based on accepted standards (The first calculation would be important if a project includes significant funding partners. For instance, in the case of some very large projects, such as urban retrofits, a private entity or local government may contribute significant funds. In those cases, the cost benefit to state taxpayers contributing to WBIFs would be much lower than the cost benefit of the total project.)*

*** It is acknowledged it will take many years to conduct analyses like SWAs across the entire LSC Watershed. During that time, a low cost, high ranking voluntary project may be identified with a large benefit to water quality. Local staff experience indicates that there are often high value, voluntary water quality improvement projects outside of an area with a SWA. In these cases, a model is used to estimate the pollutant load reduction and staff work with the landowner to develop a project plan and cost estimate. The clause in this gatekeeper criteria allows the project to be evaluated along with other projects from areas where SWAs have been completed.*

Addressing Impacts of Discharging Landlocked Basins to St. Croix River

At their meeting in June, the Policy Committee asked that the response to a 60-day review comment from the Valley Branch Watershed District (VBWD) be revised and that the Plan be revised to address the issue of flooding of landlocked basins and their impact on the St. Croix River.

After considerable discussion and with input from VBWD, the Steering Committee recommends the following response:

While the impact to flooded properties around landlocked basins is considered a local issue, the potential impact to the St. Croix River and Lake St. Croix is a watershed wide issue if/when landlocked basins with degraded water quality are discharged to the River.

Table 5-1, Part B: Implementation on Developed and Developing Lands will be revised to include a new implementation action and associated costs (see final rows of the table with additions/changes in red on the following pages). The proposed priority level of "B" for this new implementation action means it would be eligible for WBIFs.

It was noted by the Steering Committee that even discharging water that meets state standards would increase nutrients and other pollutants in the River. The group agreed that, particularly if WBIFs are to be used, significant analyses are needed to ensure that all other options for alleviating flooding impacts are considered and that discharging a landlocked basin to the River would be a last resort.

The addition to Table 5-1 would address three existing issues and goals (as listed in Table 3-1):

- | | |
|----------|--|
| Issue 1: | Water quality in the St. Croix River and in Lake St. Croix is degraded or threatened by land use |
| Goal 1B: | Maintain an improving trend for total phosphorus and total suspended solids in the St. Croix River |
| Issue 3: | Extreme fluctuations in St. Croix River levels impact shoreland, vegetation, sediment load to Lake St. Croix, endangered species, commerce, and recreation |
| Goal 3A: | Maintain the natural hydrologic regime to the flow of the St. Croix River and limit impacts to the floodplain. |
| Issue 4: | Monitoring, modeling, and assessment data are needed to target implementation activities and track changes in water quality and biota |
| Goal 4C: | Support research efforts to expand our understanding of natural and built environments that affect the St. Croix River and tributaries. |

Table 5-1 Part B. Implementation for Developed and Developing Lands






Table 5-1 Part B: Implementation for Developed and Developing Lands			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency
    	Implementation Actions		Estimated Costs										
	(A) Shared Service: Provide outreach, education and ordinance development on Minimal Impact Design Standards with local governments, developers, and others [1.0 FTE * \$120,000/yr or \$240,000/ 2 yrs] (EMWREP lays groundwork in years 1 & 2)		\$0	\$120,000	\$240,000	\$240,000	\$0	\$600,000	A	A	\$250,000	SWCDs WDs WMOs CLLID	MPCA U of M Ext SCRA
									C	C			
									I	I			
									P	P			
									W \$300,000 \$300,000	W \$50,000 \$50,000			
(A) Shared Services Educator: Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices. [80% = develop, distribute and implement outreach programs that result in behavioral changes achieving water quality benefits; 10% = AIS prevention outreach and education; 10% = solicit willing landowners to install BMPs that are goals within this plan. [0.5 FTE to expand EMWREP basin wide; \$50,000/yr or \$100,000/2 yrs]		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000		\$0	\$0	\$500,000	COs SWCDs WDs WMOs CLLID	BWSR MDH MPCA Met Council SCRA
(A) Provide cost share for and actively promote installing, implementing, or retrofitting best management practices and green infrastructure on developed or developing lands. Projects to be chosen through targeting and prioritization process described in Section VII.B. [44 projects/2 years/\$15,000/project; to implement lines 2, 5, 6 below)		\$660,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,300,000	A \$20,000 C \$200,000	A \$200,000	\$215,000	COs SWCDs WDs WMOs CLLID	BWSR MPCA Met Council U of M Ext	
								I \$40,000	I \$40,000				
								P \$150,000	P \$150,000				
								W \$2,475,000 \$2,695,000	W \$390,000 \$390,000				
(C) Provide project reviews and technical assistance on stormwater management and urban best management practices through local staff and local initiatives including evaluating small storm volume control and large storm rate control ordinances.		\$501,600	\$501,600	\$501,600	\$501,600	\$501,600	\$2,508,000	A \$10,000	A \$500,000	\$0	COs SWCDs WDs WMOs	BWSR MPCA Met Council	
								C	C				
								I	I				
								P \$1,998,000 \$2,008,000	P \$500,000 \$500,000				
(C) Work with State agencies and organizations to update Minimal Impact Design Standards to account for a changing climate and precipitation patterns. [Within already established positions, provide data and information; participate on committees or work groups]		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	No additional funding needs expected	SWCDs WDs WMOs CLLID	MPCA U of M Ext SCRA	
	Priority Location	Measurable Output	Outputs by Biennium										
11. GW recharge & infiltration (Table 3-1 GW 2B) + Lake WQ (Table 3-1 LK1B)	Basin wide [Estimated 40 communities in basin without MIDS or similar standards]	Implement Minimal Impact Design Standards or more restrictive in 20 communities; including climate resiliency provisions or standards			10 LGUs	10 LGUs							
12. GW recharge (Table 3-1 GW 2B)	In critical groundwater recharge areas as identified in existing or future maps or studies	Retrofit 20 existing developments with infiltration, recharge and reuse projects	4 projects	4 projects	4 projects	4 projects	4 projects						





Table 5-1 Part B: Implementation for Developed and Developing Lands			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency													
13. St. Croix River flows (Table 3-1 STC 3A)	Direct catchments to the St. Croix River and Lake St. Croix	Evaluate and update small storm volume control and large storm rate control ordinances in 4 communities			2 LGUs	2 LGUs																				
14. St. Croix River + Rivers & streams WQ (Table 3-1 STC 1B; R&S 1A)	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2 See Table 5-2 for streams and total phosphorus reduction goals; See Figure 5-2	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)																			
15. Lake WQ (Table 3-1 LK 1B)	Regionally Significant Lakes for Urban BMPs See Table 5-3 for lakes and total phosphorus reduction goals; See Figure 5-3 See Table 5-2 for streams and total phosphorus reduction goals; See Figure 5-2	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)																			
16. St. Croix River chlorides (Table 3-1 STC 1D)	Basin wide	75% of all cities have staff certified in MPCA's Level 1 and Level 2 Smart Salting Training	Total of 15% of cities	Total of 30% of cities	Total of 45% of cities	Total of 60% of cities	Total of 75% of cities																			
Implementation Action			Estimated Costs																							
	(C) Contact highest urban/suburban groundwater consumers; provide cost share to install smart irrigation technologies		\$0	\$290,000	\$290,000	\$0	\$0	\$580,000	A	A	\$10,000	\$470,000	COs SWCDs WDs WMOs	MDNR U of M Ext												
									C	C																
									I	I																
									P	P																
									W	W	\$10,000															
Priority Location		Measurable Output	Outputs by Biennium																							
17. GW quantity (Table 3-1 GW 2A)	All irrigators; highest priority given to highest consumers and communities with highest residential usage	Install or retrofit smart technology on 40 irrigation systems		20 systems	20 systems																					
Implementation Action			Estimated Costs																							
	(C) Coordinate with State agencies and officials to identify and report hazardous waste generators		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	No additional funding needs expected	COs	MDH MPCA												
															Priority Location		Measurable Output	Outputs by Biennium								

Table 5-1 Part B: Implementation for Developed and Developing Lands			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency	
18. GW contamina nts (Table 3-1 GW 1B)	Basin wide - all currently unlicensed facilities and generators	License 100% of hazardous waste generators	Figures depend on number of generators identified											
	Implementation Action		Estimated Costs											
	(B) Identify non-conforming/non-compliant SSTS and provide education and cost share to homeowners to upgrade non-conforming and non-compliant SSTS		[Activity and costs included in Table 5-1, Part A]											COs SWCDs WDs WMOs CLLID
	Priority Location	Measurable Output	Outputs by Biennium											
19. GW contamina nts (Table 3-1 GW 1B)	Priority areas: Where pollution sensitivity to near surface materials is high, or in karst areas, or where bedrock is at or near the surface Secondary priority: Basin wide	Upgrade non-conforming or non-compliant SSTS to properly functioning, compliant systems. [See Line 8 of this table for context.]	[Covered under Table 5-1, Part A #8]											
20. Lake impacts from SSTS (Table 3-1 LK 1C)	Basin wide: Shorelands adjacent to nutrient impaired lakes Chisago Co: Countywide	Basin wide: Decrease non-compliant and non-conforming SSTS in shorelands adjacent to nutrient impaired lakes Chisago Co: Decrease non-compliant and non-conforming SSTS in all areas by 50% and in shorelands adjacent to nutrient impaired lakes by 80% [See Line 10 of this table for context.]	[Covered under Table 5-1, Part A #9]											
	Implementation Action		Estimated Costs											
	(A) Provide outreach & education to lake associations and lake groups or shoreline owners to promote shoreline restoration projects. Provide cost share for shoreline habitat improvement projects [Assume average \$4,000 cost share/project]		\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$400,000	A \$39,000 C \$200,000 I \$10,000 P \$5,000 W \$320,000 \$574,000	A C \$100,000 I \$25,000 P W \$150,000 \$275,000	\$0 (-\$449,000)	COs SWCDs WDs WMOs CLLID	BWSR SCRA MPCA MDNR U of M Ext	
	Priority Location	Measurable Output	Outputs by Biennium											
21. Lake shorelines (Table 3-1 LK 2B & UP 2A)	Regionally Significant Lakes for Protection and Sustainable Development: Table 5-3 and Figure 5-3	Install 100 shoreline restoration projects [100% of lakeshore owners with altered shorelines are provided information on restoration programs]	20 projects	20 projects	20 projects	20 projects	20 projects							
	Implementation Action		Estimated Costs											



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MEMO

To: Lower St. Croix 1W1P Policy Committee
From: Jamie Schurbon, Watershed Projects Manager
Date: July 17, 2020
Re: Joint Powers Collaboration Agreement

Your team of attorneys has developed the joint powers collaboration agreement for implementing the 1W1P. Presently the agreement is undergoing a final review by the attorney team - I will report any final comments/edits from them during the Policy Committee meeting. The Policy Committee is asked to review and discuss the agreement during your July 27 meeting. You will have the choice to take formal action to recommend the JPC to your governing bodies, or delay that decision to August pending edits.

The attorney team included:

- Jeff Fuge, Chisago County (lead in drafting the JPC)
- Michael Welch, Brown's Creek Watershed District
- Jeff Edblad, Isanti County
- Rick Hodsdon, Washington County
- Chuck Holtman, Comfort Lake Forest Lake Watershed District (copied)

Special thanks to this team! Mr. Fuge deserves special recognition for his work as the lead. He provided a high level of expertise and a substantial amount of time and effort.

If, prior to the Policy Committee meeting, your agency has comments on the agreement please email them to myself (jamie.schurbon@anokaswcd.org) and Mr. Fuge (jeffrey.fuge@chisagocounty.us). This will allow us to prepare an organized discussion at the PC meeting. We are NOT asking for full legal review/comment by all 17 attorneys of eligible parties. That would be a quagmire.

While the agreement stands on its own, I can separately here call out a few important notes:

1. **1W1P Adoption Required.** All Parties (signatories) will adopt the JPA and the Plan. BWSR doesn't require this, but it seems appropriate. The only reason I can think an entity would join the JPC but not adopt the plan would be to access the WBIF decision-making process without committing to collaborating on plan implementation.
2. **MOA.** The planning MOA needs to be handled as a separate document. The JPC does not terminate the MOA. Governing bodies can address terminating and/or withdrawing from the MOA in their resolution to adopt the JPC.

3. **Annual Work Plans.** The JPA outlines the collaborative's process to develop and approve annual work plans. The description is succinct in order to avoid details that could conflict with current or future BWSR policy.
4. **Does not allow governing bodies to designate a representative to vote on their behalf at Policy Committee meetings.**
There has been intermittent discussion as to whether governing bodies could, in a JPC, do this to accelerate decision-making efficiency. Mr. Fuge's input has included: Language in the JPA could vest to the designated representatives who serve on the Policy Committee to have full representative authority from their respective governing boards. However to go down that path, the Policy Committee would have to discuss and make that recommendation back to the governing boards. Similarly, resolutions authorizing the JPA at the governing board level could contain language to delegate to the designated representative to make any and all decisions as he or she may determine to be in the best interest of the designating organization after consulting such governing board. This also skirts awfully close to having the Policy Committee having the authority of a JPE governing board. That structure is certainly possible, albeit contingent on whether the Partners what to go that route. This would definitely be one to hash out amongst the attorneys.
5. **Which party will serve as the initial Administrative Coordinator?** Annual work plans will specify which Party will serve as the collaborative's Administrative Coordinator. The Agreement will specify which Party serves that roll until adoption of the first work plan. At the Policy Committee meeting we should have a recommended entity or entities to fill this role. Continuing current roles seems likely.
6. **Compensation and dues.**
Parties to the agreement will not be paying "dues" to cover the expense of operating the collaborative. The costs of participating are borne by each participant. The role of the collaborative's Administrative Coordinator will be compensated using grant funds when they are available, and otherwise covered by the entity providing that service. This is also similar to what has occurred during planning.

Upcoming actions:

1. 90-day Plan review and approval process.
2. Plan approval by the State.
3. Policy Committee recommends JPC agreement to the governing bodies.
4. Governing bodies adopt a resolution(s) to:
 - a. Adopt and authorize implementation of the Lower St. Croix Comprehensive Watershed Management Plan.
 - b. Adopt the JPC agreement.
 - c. Consent to and authorize cancellation of the planning MOA.

Action to consider:

Recommend the JPC for implementation of the Lower St. Croix Comprehensive Watershed Management Plan agreement to the governing bodies.
(action can be delayed if JPC revisions are suggested)

1 **JOINT POWERS AGREEMENT**
2 **FOR THE IMPLEMENTATION OF**
3 **THE LOWER ST. CROIX COMPREHENSIVE WATERSHED MANAGEMENT PLAN**
4

5 Pursuant to Minnesota Statute Section 471.59, this Joint Powers Agreement is entered by
6 and between the political subdivisions and local units of governmental units of the State of
7 Minnesota and identified, as follows:

8 The Counties of Anoka, Chisago, Isanti, Pine, Ramsey and Washington each by and
9 through its respective Board of Commissioners (collectively referred to as the Counties);

10 The Anoka, Chisago, Isanti, Pine and Washington Soil and Water Conservation Districts,
11 each by and through its respective Board of Supervisors (collectively referred to as the
12 SWCDs);

13 The Brown's Creek, Carnelian Marine St. Croix, Comfort Lake Forest Lake, South
14 Washington and Valley Branch Watershed Districts, each by and through its respective
15 Board of Managers (collectively referred to as the Watershed Districts); and

16 The Middle St. Croix, and Sunrise River Joint Powers Watershed Management
17 Organizations, each by and through its respective governing board (collectively referred
18 to as the Watershed Management Organizations).

19 Together, the above identified Counties, SWCD's, Watershed Districts and Watershed
20 Management Organizations collectively formed the Lower St. Croix Watershed Implementation
21 Partnership and for purposes of this Agreement, said political subdivisions and local units of
22 government and those added in accordance with the terms of this Agreement are herein
23 collectively referred to as "Parties" and individually, as "Party."

24
25 **RECITALS**

26 WHEREAS, pursuant Minnesota Statutes Section 103B.305, Subd. 5 and 103B.3363, each of the
27 Parties to this agreement is a local unit of government having the responsibility and authority to
28 separately or cooperatively, by joint agreement pursuant to Minnesota Statute Section 471.59, to
29 prepare, develop, adopt, implement and administer a comprehensive local water management
30 plan, as defined pursuant to Section 103B.3363, subd. 3, or a comprehensive watershed
31 management plan, as a substitute thereof, and carry out implementation actions, programs and
32 projects toward achievement of goals and objectives of such plans.

33
34 WHEREAS, pursuant to Minnesota Statute Sections 103B.101 and 103B.801, the Minnesota
35 Board of Water and Soil Resources (BWSR) is authorized, amongst things, to coordinate the
36 water and resource planning and implementation activities of counties, soil and water
37 conservation districts, watershed districts and watershed management organizations and to
38 administer and oversee the Minnesota Comprehensive Watershed Management Planning
39 Program, known as the One Watershed, One Plan program; and
40

1 WHEREAS, each of the Parties exercises water management authority and responsibility within
2 the Lower St. Croix River Watershed Management Area, a geographical area consisting of those
3 portions of Anoka, Chisago, Isanti, Pine, Ramsey and Washington counties that drain into the St.
4 Croix River watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

5
6 WHEREAS, the Parties have previously entered into the Lower St. Croix Watershed
7 Memorandum of Agreement for the purpose to collaboratively develop, as local government
8 units, a coordinated comprehensive watershed management plan for the Lower St. Croix River
9 planning boundary ; and

10
11 WHEREAS, in accordance with BWSR policy, the Memorandum of Agreement for planning
12 established a framework of consistency and cooperation through a governing structure having a
13 Policy Committee and a AdvisoryAdvisory Committee and provisions that the role and authority
14 of the governing bodies of the Parties, the Policy Committee and AdvisoryAdvisory Committee;
15 and

16
17 WHEREAS, in accordance with BWSR policy adopted pursuant to Minnesota Statute Section
18 103B.801, the Parties have developed the Lower St. Croix Comprehensive Watershed
19 Management Plan, hereinafter referred to as the “Plan” and it is the intent of the Parties that said
20 Memorandum of Agreement shall remain in full force and effect and this Agreement shall not be
21 construed as to modify or supplant the terms or provisions of the Memorandum of Agreement;
22 and

23
24 WHEREAS, with matters that relate to coordination of water management authorities pursuant to
25 Minnesota Statute Chapters 103B, 103C, and 103D and with public drainage systems pursuant to
26 Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the
27 public drainage system authorities; and

28
29 WHEREAS, this Agreement and the Lower St. Croix Comprehensive Watershed Management
30 Plan does not replace or supplant local land use, planning, or zoning authority of the respective
31 Parties and the Parties intend that this Agreement shall not be construed in that manner.

32
33 TERMS AND CONDITIONS
34

35 NOW THEREFORE, pursuant to Minnesota Statutes Section 471.59 and other relevant state law
36 and in consideration of the mutual promises and benefits that the parties shall derive herefrom,
37 all Parties hereby enter into this joint powers agreement and agree, as follows:

- 38
39 1. Purpose: This Agreement has the following purposes:

- 1
- 2 a. This Agreement establishes the terms and conditions, governing structure and
- 3 processes by which the Parties will jointly and cooperatively continue the planning
- 4 and the implementation of the Plan. Consistent with its terms and conditions, this
- 5 Agreement authorizes the Parties to cooperatively exercise their common and similar
- 6 power of local water planning and management notwithstanding the territorial limits
- 7 within which they may otherwise exercise separately.
- 8
- 9 b. This Agreement does not establish a joint powers entity. Rather, this Agreement
- 10 continues the collaborative governing structure established under the Memorandum
- 11 of Agreement and redefines the role and authority of the governing bodies, the Policy
- 12 Committee and Advisory Advisory Committee in the decision-making process as
- 13 applicable for implementation of the plan. This Agreement provides criteria and a
- 14 process to add additional local units of government as Parties to this Agreement.
- 15
- 16 c. This Agreement identifies the process of preparing, adopting and carrying out annual
- 17 work plans that will serve as the mechanism essential for Plan implementation.
- 18
- 19 d. This Agreement provides for the designation and appointment of a Party or Parties or
- 20 their representative to carry out the administrative responsibilities associated with the
- 21 continued collaborative planning and implementation of the Plan and to perform all
- 22 fiscal responsibilities associated Plan implementation.

23

24 2. Eligibility and Procedure to Become A Party

25

- 26 a. Qualifying Party: A county, SWCD, watershed district or watershed management
- 27 organization located and authorized to carry out water planning and resource
- 28 management responsibilities within the Lower St. Croix River Management Area is
- 29 eligible to become a Party to this Agreement.
- 30
- 31 b. Initial Parties: A county, SWCD, watershed district or watershed management
- 32 organization may be an initial Party through adoption of one or more resolutions by
- 33 its respective governing board that indicates its intent to be a Party to this Agreement;
- 34 that adopts and authorizes such local unit of government to enter into this Agreement;
- 35 and that adopts and begins implementation of the Plan, or later amendments, within
- 36 120 days of State approval of the Plan, or within 45 days of executing this
- 37 Agreement, whichever is later. Such local unit of government shall also give notice
- 38 of plan adoption in accordance with provisions of Minnesota Statutes Chapters 103B
- 39 and 103D.
- 40 c. Adding Additional Parties: A qualifying local unit of government that desires to

1 become a Party to this Agreement shall indicate its intent by adoption of a governing
2 board resolution that includes a request to the Policy Committee to join this
3 Agreement and a statement that such local unit of government agrees to abide by the
4 terms and conditions of this Agreement; including but not limited to the bylaws,
5 policies and procedures adopted by the Policy Committee. The Policy Committee
6 shall provide a recommendation to the governing bodies of existing Parties regarding
7 adding an additional party. The governing bodies of existing Parties shall have 90
8 days to object by formal resolution. A qualifying local unit of government may
9 execute and be added as a Party to this Agreement only if three or fewer existing
10 Parties timely object. A qualified Additional Party must adopt a resolution that
11 formally adopts the Plan and adopts this Agreement no later than 30 days after the
12 existing Parties have consented to add that respective Additional Party.

- 13 d. Procedure for Parties to Leave Membership of Agreement: Any Party desiring to
14 leave the membership of this Agreement shall indicate its intent in writing to the
15 Policy Committee in the form of an official board resolution. Notice must be made 90
16 days in advance of leaving. A Party that leaves the membership of the Agreement
17 remains obligated to comply with the terms of any grants associated with the
18 Agreement until the grant has ended.

19
20 3. Payments and Financial Responsibilities of the Parties

21 Each Party is financially responsible for its costs and expenses incurred in implementing
22 the Plan or in carrying out related implementation activities, projects, and projects.

23
24 4. Term and Termination

- 25 a. Effective Date: This Agreement is effective upon signature of all initial Parties and
26 will remain in effect until December 31, 2031, unless terminated consistent with
27 terms of this Agreement or as otherwise provided under law.
- 28 b. Review: Commencing in the second year following the effective date of this
29 Agreement and continuing each year thereafter, the Policy Committee will annually
30 conduct a review of the adequacy and effectiveness of the joint and collaborative
31 partnership provided by this Agreement and the governing structure of the Policy
32 Committee. With the assistance of the Advisory Committee, the Policy Committee
33 shall prepare a report on its findings and provide recommendations as appropriate to
34 governing boards of the Parties. The report and recommendations should be
35 submitted to the governing boards at the time in which the Policy Committee
36 provides its recommendation on the proposed annual work plan. Any
37 recommendation of the Policy Committee to revise a term or condition of this
38 Agreement will only become effective upon unanimous consent of the governing
39 boards of the then present Parties.
- 40 c. Termination: This Agreement may be terminated by resolution adopted by the
41 governing bodies of all of the then existing Parties. The parties acknowledge their
42 respective and applicable obligations, if any, under MN Statutes Section 471.59,
43 Subd. 5 after the agreement has been terminated or the purpose of the Agreement has

1 been completed.

2
3 5. General Provisions

- 4 a. Compliance with Laws/Standards: The Parties agree to abide by all federal,
5 state, and local laws; statutes, ordinances, rules and regulations now in effect or
6 hereafter adopted pertaining to this Agreement.
- 7 b. Timeliness: The Parties agree to perform the obligations under this Agreement
8 in a timely manner and inform each other about delays that may occur.
- 9 c. Liability and Insurance: Each Party shall be liable for the acts, errors and omissions
10 of its respective officers, employees or agents and each Party shall carry liability
11 insurance coverage of not less than \$1.5 million per occurrence, the maximum
12 liability for each Party as provided under Minnesota Statutes Section 466.04. The
13 Parties may participate in a self-insurance pool to meet this requirement.
- 14 d. Indemnification: The provisions of the Municipal Tort Claims Act, Minnesota
15 Statute Chapter 466 and other applicable laws govern liability of the Parties. To the
16 full extent permitted by law, actions by the Parties, their respective officers,
17 employees, and agents pursuant to this Agreement are intended to be and shall be
18 construed as a “cooperative activity.” It is the intent of the Parties that they shall be
19 deemed a “single governmental unit” for the purpose of liability, as set forth in
20 Minnesota Statutes Section 471.59, subd. 1a(a). For purposes of Minnesota Statutes
21 Section 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not
22 create any liability or exposure of one party for the acts or omissions of any other
23 party. If a Party is found responsible for any liability associated with the actions of
24 the Lower St. Croix One Watershed, One Plan Policy Committee or implementation
25 of the Comprehensive Watershed Management Plan, said Party agrees to indemnify
26 and hold harmless any of the other non-liable parties of this Agreement for any
27 defense costs and expenses associated with any such claim.
- 28 e. Employee Status: The respective employees and agents of each Party shall remain
29 the employees of each individual respective Party.
- 30 f. Data Practices, Data Management and Record Retention: Notwithstanding
31 Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for
32 purposes of the Minnesota Government Data Practices Act and all other statutes and
33 provision of law related to data practices, data management and records retention,
34 each party shall remain the exclusive responsible authority, as defined in Minn. Stat.
35 13.02, subd. 16, for its own data management, for responses to data requests and for
36 all aspects of records retention for any and all data in any form that is collected,
37 created, received, maintained or disseminated by the party agency. This section
38 includes but is not limited to all data regardless of its classification as the term
39 government data is defined in Min. Stat. 13.02, subd. 7.
- 40 g. Auditor Access and Review of Business Records: Pursuant to Minn. Stat.
41 16C.05 subd. 5 the parties agree that each party, the State Auditor or legislative
42 Auditor, or any duly authorized representative at any time during normal business
43 hours and as often as they deem reasonably necessary, shall have access to and the

1 right to audit, excerpt and transcribe any books, documents, papers, records, etc. that
2 are pertinent to the accounting practices and procedures of the parties and involve
3 transactions relating to this Agreement. The parties agree to maintain and make
4 available these business records for a period of at least 6 years from the date of the
5 termination of this agreement.

6
7 6. Annual Work Plans:

8 a. Required Contents: Annual work plans will be developed that detail
9 implementation of the Plan, minimally including projects and programs to be
10 completed collaboratively and associated budgets. A fiscal agent and a responsible
11 Party or Parties shall be identified for each project, program or implementation
12 activity contained in the annual work plan. The responsible Party or Parties must
13 provide any grant matching funds and accept responsibility for implementation and
14 outcomes. The annual work plans may include a summary of projects, programs and
15 implementation activities to be accomplished with state Watershed Based
16 Implementation Funds, competitive state grants, local funds or others.

17 b. Process for Development and Adoption of Annual Work Plans.

18 The decision – making process in the development and adoption of annual work
19 plans shall be as follows:

- 20 1. The Advisory Committee shall draft and prepare the proposed annual work plan
21 ranking projects, programs and implementation activities utilizing the selection
22 criteria contained in the Plan.
- 23 2. The Advisory Committee shall present the proposed annual work plan to the
24 Policy Committee for discussion and revision as appropriate.
- 25 3. The Policy Committee shall vote to recommend a proposed annual work plan to
26 the governing boards of the Parties for approval. A vote of 2/3rd of the members
27 present of the Policy Committee is necessary to move a recommended annual
28 work plan onto the governing boards.
- 29 4. The governing bodies of the Parties shall approve the annual work plan for its
30 implementation. An annual work plan will be approved only through approval
31 of 2/3rd of the governing bodies of then existing Parties.

32
33 7. Structure and Governance

34 To carry out the coordinated and collaborative planning, development and
35 implementation of the Plan and development, adoption of annual work plans, the Parties
36 will continue the Policy Committee and Advisory Committee, as established under the
37 Memorandum of Agreement. The function and the authority of the governing boards of
38 the Parties and the composition, function and authority of the Policy Committee and
39 Advisory Committee are as follows;

40 a. Governing Boards of Parties

- 1 i. The governing boards are the elected or appointed officials of the respective
2 Party to this Agreement.
- 3 ii. Responsibilities: The governing boards of the Parties have the responsibility
4 to take approval action on matters required by the terms of this Agreement
5 and on matters recommended by the Policy Committee. Matters on which
6 governing boards must take formal action include, but are not limited to, as
7 follows:
- 8 1. Designation of an elected or appointed member or members to serve on
9 the Policy Committee and set the term of service of each member so
10 designated.
 - 11 2. Approval of Annual Work Plans;
 - 12 3. Amendments to the provisions of the Plan; and
 - 13 4. Adoption or approval of other matters necessary for Plan implementation.
- 14 iii. Authority: A governing board of a Party shall exercise its decision-
15 making authority only by adoption of a formal resolution. Governing boards
16 must act on Policy Committee recommendations within 60 days after the day
17 in which the Policy Committee formally adopted such recommendation. The
18 decisions of the various governing boards of the Parties will be deemed
19 approved for purposes of this Agreement when 2/3rds of the governing bodies
20 have adopted formal action on the respective recommendation.

21
22 b. Policy Committee

- 23 i. Responsibilities: The Policy Committee has the responsibility to develop and
24 make recommendations on those matters that require approval by the
25 governing boards of the Parties, including, but not limited to, annual work
26 plans, additional parties to this Agreement, revisions and modifications to this
27 Agreement and amendments to the Plan. Each member of the Policy
28 Committee member shall serve as a liaison to his or her respective governing
29 board; keep such governing board informed on the implementation of the
30 Plan; and ensure that the preferences and ideas of such governing board are
31 communicated to the Policy Committee.
- 32 ii. Composition: The Policy Committee shall be composed of one
33 representative from each Party to this Agreement, except that Chisago County
34 shall have three representatives seated on the Policy Committee. Each party
35 may also have one alternate in the absence of the designated representative.
36 Representatives and alternates must be an elected or appointed member of that
37 Party's governing board and selected by the Party's governing board. The
38 term of each representative is decided by the appointing governing board.
- 39 iii. Governance: The Policy Committee shall be governed pursuant to by-
40 laws and rules of procedure as the Policy Committee may develop, adopt and
41 revise from time to time. The Policy Committee may utilize bylaws adopted in
42 the preparation and development of the Plan and may revise the same to be

1 suitable for purposes of Plan implementation. Bylaws and rules of procedure
2 shall comply with relevant statutory provisions and be in as much as possible
3 consistent with the terms of this Agreement. In the event of conflict or
4 ambiguity, the terms of this Agreement shall prevail.

5 iv. Rules of Procedure: At a minimum, the rules of procedure of the Policy
6 Committee must provide that:

- 7 1. The Policy Committee will have at least twice-annual meetings and
8 special meetings as necessary for implementation of the Plan.
- 9 2. The Chair or any four representatives may call special meetings giving not
10 less than 72 hours written notice of the time, place and purpose of such a
11 meeting delivered by mail or email to each Party.
- 12 3. All meetings of the Policy Committee will comply with statutes and rules
13 requiring open and public meetings. The official posting location for
14 meeting dates and locations shall be the Lower St. Croix One Watershed
15 One Plan website.
- 16 4. The conduct of all meetings of the Policy Committee shall be generally
17 guided by the most recent edition of Robert's Rules of Order.
- 18 5. A quorum for decision-making shall consist of at least 50% plus one of the
19 representatives.
- 20 6. Each representative present shall have one vote. All decisions shall be
21 approved by a supermajority vote of 2/3rds of those representatives
22 present. All votes shall be made in person, and no representative may
23 appoint a proxy for any question coming before any meeting for a vote.

24
25 c. Advisory Committee

26 i. Responsibilities: The Advisory Committee has the responsibility to assist
27 and advise the Policy Committee and to prepare and develop matters
28 necessary for Policy Committee recommendation, including, but not limited
29 to, annual work plans, and proposed amendments to the Plan and this
30 Agreement.

31 ii. Composition: The Advisory Committee is composed of staff of the
32 Parties to this Agreement. Each Party may assign up to two staff to serve on
33 the Advisory Committee. On a vote of two-thirds of its members present, the
34 Policy Committee may increase the number of members on the Advisory
35 Committee.

36
37 8. Administrative Coordinator

38 a. The Parties shall designate a Party to serve as Administrative Coordinator. The
39 Administrative Coordinator has the responsibility to perform the administrative and
40 coordinative work necessary for Plan implementation that is not associated with a

1 specific implantation activity, project or program. The responsibility of the
2 Administrative Coordinator may include serving as fiscal agent to accept and carryout
3 all responsibilities associated with grants, grant agreements and financial transactions
4 that are part of and related to grant agreement and contract implementation.
5 Alternatively, the Parties may designate a separate Party to carry out fiscal agent
6 responsibilities. A Party designated to serve as Administrative Coordinator or fiscal
7 agent may assign that function to its staff or contract for such services.

- 8 b. The Parties agree that until the first annual work plan is adopted that the Chisago Soil
9 and Water Conservation District (Insert Other as Appropriate) is designated as
10 Administrative Coordinator. The first annual work plan and each annual work plan
11 thereafter shall identify the Party that is the designated Administrative Coordinator
12 and, as appropriate, the fiscal agent, for purposes of implementing that respective
13 annual work plan.
- 14 c. The governing board of the Administrative Coordinator and fiscal agent is authorized
15 to make payments and to take other actions within a respective approved annual work
16 plan.
- 17 d. The costs and expenses incurred by a Party in performing the function of
18 Administrative Coordinator and fiscal agent may be paid with grant funds, including
19 state Watershed Based Implementation Funds unless prohibited by State policy, grant
20 contract or law. In the event that these funds are unavailable or insufficient, such
21 costs and expenses remain the financial responsibility of such Party incurring the
22 same unless the Parties otherwise agree through an approved annual work plan or
23 separate action adopted by the governing boards of the then existing parties.

24 9. Miscellaneous

- 25 a. Counterparts: This Agreement may be executed in one or more counterparts,
26 each of which shall be deemed an original and all of which when taken together shall
27 constitute one and the same agreement. Any counterpart signature transmitted by
28 facsimile or by sending a scanned copy by electronic mail or similar electronic
29 transmission shall be deemed an original signature. This executed Agreement
30 including all counterparts shall be filed with each party to this agreement with a
31 notification of the Agreement's effective date.
- 32 b. Amendments Any changes, amendments, or modifications to this Agreement
33 may only be made formal resolution adopted by all of the governing boards of the
34 then existing Parties.
- 35 c. Savings Clause: In the event that any provision of this Agreement is determined by
36 a court of law to be null and void, the remaining provisions of this Agreement shall
37 continue in full force and effect.

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10. Authorized Representatives

The following persons have been authorized as representatives to act as the primary contact for all matters concerning this agreement are:

- Anoka County, County Administrator Rhonda Sivarajah or successor
- Chisago County, County Administrator Chase Burnham or successor
- Isanti County, County Administrator Julia Lines or successor
- Pine County, County Administrator David Minke or successor
- Ramsey County, _____
- Washington County, County Administrator Kevin Corbid or successor
- Anoka Conservation District, District Manager Chris Lord or successor
- Chisago SWCD, District Manager Craig Mell or successor
- Isanti SWCD, District Manager Tiffany Determan or successor
- Pine SWCD, District Manager Jill Carlier or successor
- Washington Conservation District, District Manager Jay Riggs or successor
- Brown’s Creek Watershed District, District Administrator Karen Kill or successor
- Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or successor
- Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor
- South Washington Watershed District, Administrator Mike Kinney or successor
- Valley Branch Watershed District, President Jill Lucas or successor
- Middle St. Croix WMO, Administrator Matt Downing or successor
- Sunrise River WMO, Chair Dan Babineau or successor

(Signature Pages begin on next Page).

1 IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly
2 authorized officers. *(Repeat this page for each participant)*

3
4
5

6 PARTNER: _____

7
8

9 APPROVED:

10
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12
13

14 BY: _____

15 Board Chair Date

16
17
18
19

20 BY: _____

21 Manager/Administrator Date

22
23
24

25 APPROVED AS TO FORM *(use if necessary)*

26

27 BY: _____

28 County Attorney Date