

MINUTES OF REGULAR MEETING OF THE POLICY COMMITTEE PINE RIVER ONE WATERSHED ONE PLAN

A regular meeting of the Policy Committee (PC) was held at the Cass County Land Department meeting room in Backus, MN, and called to order by Chair Jeff Peterson at 10:00 p.m. on January 14, 2020. Members present: Bill Brekken, Commissioner, Crow Wing County; Joann Weaver, Supervisor, Crow Wing Soil and Water Conservation District (SWCD); Jeff Peterson, Commissioner, Cass County; and Jim Ballenthin, Cass Soil and Water Conservation District (SWCD).

Other attendees and staff support personnel: Kelly Condiff, Cass ESD/SWCD; Melissa Barrick, Crow Wing SWCD; Nicole Erickson, Crow Wing AIS Coordinator and Water Planner; Jeff Hrubes, BWSR; Chris Pence, BWSR (by telephone conference).

MSP Approved proposed Agenda, copy attached.

MSP Approved Minutes of meeting of October 17, 2019.

- Melissa Barrick presented for consideration a rough Draft of Memorandum of Agreement by which Cass and Crow Counties and Cass and Crow Wing SWCDs propose to implement the Pine River One Watershed One Plan. The rough Draft included explanatory notes and changes recommended by the Crow Wing County Attorney. A prior version of the Draft was substantially in the same form as was approved by the Cass County Attorney for the Leech River One Watershed One Plan. The changes recommended by the Crow Wing County Attorney and other changes were discussed, particularly involving the authority of the Policy Committee, the duties and responsibilities of the Fiscal Agent, and editing for clarity and consistency.

MSP Approved a re-draft of the Memorandum of Agreement, with changes as discussed, and recommend approval by the County Boards and SWCD Boards of Cass and Crow Wing Counties, subject to final approval by the Cass and Crow Wing County Attorneys. The Secretary shall prepare the re-draft and submit the same for approval by the county attorneys. The Secretary also is authorized to edit for clarity and consistency and make other non-substantive corrections without further action of the Policy Committee.

Secretary's Note: Attached is the re-draft as prepared and submitted; substantive changes in **bold type**.

Melissa Barrick reported that the Pine 1W1P planning grant budget had a remaining surplus of \$68,000.00, and she requested the budget be amended to apply the surplus as follows:

- \$11,250.00 for additional individual lake plans
- 22,000.00 for SWCD support administration
- \$9,000.00 for employment of an intern to assist in updating of GIS information for lake plans
- \$22,000.00 for Phase II grazing work which will use the services of current consultants to

work with willing landowners in critical areas to accelerate implementation of grazing plans

- \$3,000.00 to ALUM treatment on Arrowhead Lake, analysis and modeling to understand the impact of the treatment on the movement of phosphorus moving from Arrowhead Lake to Whitefish Lake

MSP The Pine 1W1P planning budget is amended as requested. Copy attached.

Melissa Barrick presented a proposed Work Plan for the Pine 1W1P for 2020-2021. The Work Plan items are in addition to current Cass and Crow Wing County and Cass and Crow Wing SWCD programs.

MSP Proposed Work Plan is approved. Copy attached.

Melissa Barrick reported that LSOHC grant for easements in Cass, Crow Wing and Hubbard Counties has been amended to increase the request from \$2.1 million to \$2.8 million.

Melissa Barrick reported that additional funds of \$10,000 -\$20,000/year may be available from WAPOA for implementation of priority conservation projects impacting the Whitefish chain of lakes.

Next Meeting: March 19, 2020, at 1:00 p.m., Cass County Land Department building in Backus, MN.

Meeting adjourned at 2:30 p.m.

Submitted by Jim Ballenthin, Secretary

AGENDA

Pine River One Watershed One Plan (1W1P)
Regular Meeting

01.14.2020

218 Washburn Ave, Backus, MN 56435

Cass County Land Department

1. Call to Order 1:00 p.m.
2. Agenda **Approval**
3. Secretary Report **Approval**
4. MOA Implementation **Approval**
5. Proposed Budget for Planning Funds **Approval**
6. Plan Priorities 2020-2021 (Work Plan Development)
7. Updates:
 - 2.1. LSOHC Grant
 - 2.2. WAPOA Contribution
8. Next Meeting **Approval**
9. Adjournment

New 3
Rev 1/24/2020

MEMORANDUM OF AGREEMENT

This agreement (Agreement) is made and entered into between:

The Counties of Cass and Crow Wing (Counties), by and through their respective County Board of Commissioners, and Cass and Crow Wing Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Boards.

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the SWCDs of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to assure implementation of a comprehensive watershed management plan in the Pine River Watershed to conserve soil and water resources through the practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minn. Stat. Chapters 103B, 103C, and 103D and with public drainage systems pursuant to Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, the parties have formed this Agreement for the specific goal of implementing the Pine River Comprehensive Watershed Plan, which was developed pursuant to Minn. Stat. §103B.801, Comprehensive Watershed Management Planning, also known as One Watershed One Plan.

NOW, THEREFORE, the parties hereto agree as follows:

Purpose: The parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Pine River Watershed (*See Attachment A: Implementation Area Map*). The purpose of this Agreement is to collectively implement, as local government units, the Pine River Comprehensive Watershed Management Plan. Parties signing this Agreement may be collectively referred to as the "parties" or as the "Pine River Comprehensive Watershed Management Partners" or as "Partners" and are partnering together in a **joint power- Memorandum of (MOA) under Minn. Stat. Section 471.59.**

1. Term: This agreement is effective upon signature of all parties in consideration of the **BWSR Participation Requirements for One Watershed, One Plan**; and will remain in effect until cancelled accordingly to the provisions of this Agreement, unless earlier terminated by law. This Agreement end date will run concurrent with the BWSR grant agreement end date **September 2029**. Parties may revisit the grant agreement end date and make extensions to the term of the grant agreement if agreed upon by the Policy Committee. The structure,

membership, and governing provisions of the Policy Committee are described in a later paragraph in this Agreement).

2. Adding Additional Parties: A qualifying **entity** within the Pine River Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution. The Resolution shall be mailed to the existing **Policy** Committee, and upon receipt by the Policy Committee the qualifying entity shall become a party to this Agreement and agrees to abide by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.

3. Removal of Parties: A party desiring to leave this Agreement shall indicate its intent in writing to the Policy Committee in the form of a governing board resolution. Such a notice must be received by the Policy Committee 30 days in advance of leaving the Agreement.

4. General Provisions:

a. Compliance with Laws/Standards: The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect pertaining to this Agreement or to the facilities, programs and staff for which the Agreement is responsible. All parties to this Agreement will be given the option to opt out within 30 days after new Federal, State or local laws; statutes, ordinances, rules and regulations are adopted and become effective which increase or decrease the responsibilities of the parties pertaining to this Agreement.

b. Indemnification: Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other parties, their officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a), provided further that for purposes of that statute it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

c. Records Retention: The parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with **Minn. Stat. §138.17**. The records retention will follow the Fiscal Agent's and Day-to-Day Contact Agent's schedules. At the time this Agreement expires, all records will be turned over to the Day to Day Contact for continued retention which will be Crow Wing Soil and Water Conservation District.

d. Timeliness: The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

e. Termination: The parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.

f. Extension: The parties may extend the termination date of this Agreement for the purposes of implementation of the Plan beyond the BWSR grant planning phase identified in **Paragraph 1, Term**, as agreed upon unanimously by the parties to this Agreement.

5. Administration:

a. Establishment of a Policy Committee for Implementation of the Pine River Comprehensive Water Management Plan. Parties hereto agree to designate one representative, who must be an elected or appointed member of their governing board, to a Policy Committee for implementation of the Pine River Comprehensive Water Management Plan. The Policy Committee will meet as needed to implement and decide on the content of the work plan.

i. Authority of Policy Committee member: Each representative shall have one vote. The Policy Committee makes recommendations to the fiscal agent and to individual boards of the Partners with respect to grant agreements and amendments, interim reports, project related payments, professional contracts, work plan, budgets and activities. Each representative is responsible to provide timely and accurate information to their respective boards when actions are required by the individual boards of the Partners and shall act only as directed by their respective boards.

ii. Policy Committee members will serve as a liaison to their respective boards. The governing boards may choose alternates to serve from their boards as needed.

b. Establishment of an Advisory Committee for Implementation of the Pine River Comprehensive Water Management Plan. An Advisory Committee will be established to provide technical support on the plan content and Implementation to the Policy Committee, including identification of priorities. The Advisory Committee will consist of the Implementation Workgroup, stakeholders, the state's main water agencies, and/or plan review agencies. The Advisory

Committee will meet annually or as needed.

c. Establishment of a Work Group for Implementation of the Pine River Comprehensive Water Management Plan. An implementation Workgroup as recommended under rule will be established consisting of local staff, local water planners, local watershed staff, and local SWCD staff for the purposes of logistical and day-to-day decision-making in the Implementation process. The Implementation Workgroup will meet as needed.

6. Fiscal Agent: Crow Wing Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all fiscal responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based implementation plan and sign the grant agreement on behalf of the parties listed within.
- b. Perform financial transactions as part of contract implementation.
- c. **Pursuant to Minn. Stat. Section 471.59, Subd. 3, shall be strictly accountable for all funds and shall regularly report all receipts and disbursements and annually provide interim/final reports and a full and complete audit report to the Policy Committee, respective county boards and SWCD boards as well as the Board of Water and Soil Resources.**
- d. Provide the Policy Committee and its members with such records as are necessary to describe the financial condition of the BWSR grant agreement.
- e. Be responsible for fiscal records retention consistent with the agent's records retention schedule.
- f. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for a watershed-based implementation grant funds.
- g. Be the Day-to-Day Contact for the Pine River Comprehensive Water Management Implementation Plan.
- h. Be responsible for the BWSR reporting requirements (E-link).

7. The Cass County Soil and Water Conservation District agrees to provide the following services for this Agreement and agrees to:
 - a. Provide a note taker for all Policy, Advisory and Workgroup meetings. Prepare and distribute those notes to the appropriate committees.
 - b. Assist the Chair of the Policy Committee with providing an agenda for upcoming meetings.
 - c. Notify all committees of upcoming meetings through email and/or phone calls.
 - d. **May with agreement and consent of the Fiscal Agent assign any of the foregoing services to the Fiscal Agent, who thereupon shall perform the services accepted by it.**
8. Authorized Representatives: The following persons will be the primary contacts for all matters concerning this Agreement:

Cass County
County Administrator
PO Box 3000
Walker, MN 56484
Telephone: 218-547-7204

Crow Wing County
County Administrator
326 Laurel Street, Suite 13
Brainerd, MN 56401

Cass SWCD
District Manager
PO Box 3000
Walker, MN 56484
Telephone: 218-547-7241

Crow Wing SWCD District
District Manager
322 Laurel Street, Suite 22
Brainerd, MN 56401

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their authorized officers. (Repeat this page for each participant)

Partner: Cass County

Approved:

By: _____
Cass County Board Chair Date

By: _____
Cass SWCD District Manager/Administrator Date

Approved As To Form and Execution:

By: _____
Cass County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their authorized officers. (Repeat this page for each participant)

Partner: Crow Wing County

Approved:

By: _____
Crow Wing County Board Chair Date

By: _____
Crow Wing SWCD District Manager/Administrator Date

Approved As To Form and Execution:

By: _____
Crow Wing County Attorney

Attachment A: Implementation Area Map - Pine River Watershed



1W1P Planning Grant		Match Funds for Lake Plans
Amount Left	\$ 68,000.00	
Lake Plans	\$ 11,250.00	\$ 3,750.00
SWCD Support Admin	\$ 22,000.00	
GIS Intern	\$ 9,000.00	
Phase II Grazing Work	\$ 22,000.00	
ALUM Treatment Analysis	\$ 3,000.00	
Total	\$ 67,250.00	

1W1P Pine River Priority Items to consider for 2020-2021

Item	Organization	Goal Number	Action
Well Sealing	Crow Wing County	Goal 9.	Seal 30 a year
Culvert Inventory	Crow Wing, Cass, and Crow Wing SWCD	Goal 4.	Culvert Inventory and database Culvert Replacement funds
Septic Ordinance Updates	Crow Wing and Cass County	Goal 6.	CWC working on ordinance updates
Nitrate Testing	Crow Wing County	Goal 8.	Provide free nitrate testing or screening with private wells.
Private Forest Management	Crow Wing SWCD/Cass SWCD	Goal 1:	Cost-share for Forest Management Plans for enrolling 2C or SFIA and for best management practices.
Whitefish Stormwater Input Analysis and municipal stormwater mapping	Crow Wing & Cass SWCD	Goal 2	Inventory Stormwater Inputs of culverts or large impervious surfaces adjacent to the lakes and municipal stormwater mapping
Alum Treatment for Upper Whitefish Lake	Crow Wing SWCD	Goal 2	Analysis for Alum treatment for Upper and Arrowhead Lake
Chlorides Training and Equipment	Crow Wing, Cass, and SWCD	Goal 7	Train service provides and provide cost-share funds for LGU's to upgrade equipment
Shoreline Buffers and Raingardens	Crow Wing County/SWCD	Goal 2	Implement near-shore stormwater infiltration BMPs on developed lots
Pasture Management	Crow Wing & Cass SWCD	Goal 3	Grazing management systems and stream exclusions