

1 AMENDED AND RESTATED  
2 JOINT POWERS AGREEMENT ESTABLISHING  
3 THE PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION  
4

5 RECITALS

6 WHEREAS, on July 29, 1993, pursuant to statutory authority, the Cities of Corcoran,  
7 Greenfield, Independence, Loretto, Maple Plain, Medina and Minnetrista, the Town of Watertown,  
8 and the Hennepin Conservation District adopted a "Joint Powers Agreement to Protect and Manage the  
9 Pioneer-Sarah Creek Watersheds" (the "Joint Powers Agreement"); and

10 WHEREAS, in 2000 the City of Corcoran withdrew from the Agreement; and

11 WHEREAS, in 2001 the Town of Watertown withdrew from the Agreement; and

12 WHEREAS, the Cities of Greenfield, Independence, Loretto, Maple Plain, Medina and  
13 Minnetrista wish to amend and restate the Agreement's terms in this document.

14 NOW, THEREFORE, pursuant to the authority conferred upon the parties by Minn. Stat §§  
15 471.59 and 103B.201, et seq., the parties to this Agreement do mutually agree as follows:

16 SECTION ONE  
17 DEFINITIONS  
18

19 For purposes of this Agreement, each of the following terms, when used herein with an initial  
20 capital letter, will have the meaning ascribed to it as follows:

21 "Agreement" means the Joint Powers Agreement, as amended and restated in this document.

22 "Board" means the Board of Commissioners of the Commission.

23 "BWSR" means the Minnesota Board of Water and Soil Resources.

24 "Commissioner" means an individual appointed by a governmental unit to serve on the Board.

25 The term Commissioner shall include both the representative and alternate representative appointed to  
26 serve on the Board.

27 "Pioneer-Sarah Creek Watershed" or "Watershed" means the area within the mapped area  
28 delineated on the map filed with BWSR, as may be amended. A complete legal description defining  
29 the boundary of the Pioneer-Sarah Creek Watershed is attached hereto and made apart hereof.

1 "Governmental Unit" means any signatory city or township,

2 "Member" means a governmental unit that enters into this Agreement.

3 "Watershed Management Organization ("WMO") means the organization created by this  
4 Agreement, the full name of which is "Pioneer-Sarah Creek Watershed Management Commission." The  
5 Commission shall be a public agency of its respective governmental units.

6 SECTION TWO  
7 ESTABLISHMENT  
8

9 The parties create and establish the Pioneer-Sarah Creek Watershed Management Commission.  
10 The Commission membership shall include the Cities of Greenfield, Independence, Loretto, Maple Plain,  
11 Medina and Minnetrista. In addition to other powers identified in this Agreement, the Commission shall  
12 have all of the authority for a joint powers watershed management organization identified in Minn. Stat. §  
13 103B.211.

14 SECTION THREE  
15 PURPOSE STATEMENT  
16

17 The purpose of this Agreement is to establish an organization within the Pioneer-Sarah Creek  
18 Watershed to (a) protect, preserve, and use natural surface and groundwater storage and retention systems,  
19 (b) minimize public capital expenditures needed to correct flooding and water quality problems, (c) identify  
20 and plan for means to effectively protect and improve surface and groundwater quality, (d) establish more  
21 uniform local policies and official controls for surface and groundwater management, (e) prevent erosion of  
22 soil into surface water systems, (f) promote groundwater recharge, (g) protect and enhance fish and wildlife  
23 habitat and water recreational facilities, and (h) secure the other benefits associated with the proper  
24 management of surface and ground water, as identified in Minn. Stat. § 103B,201, including but not limited  
25 to aesthetic values when owned by the public or constituting public resources, as defined in Minn. Stat. Ch.  
26 116B.

27 The Commission's Members agree to (a) provide a forum for exchanging information in the  
28 management of land use and land use techniques and control, (b) provide a forum for resolution of  
29 intergovernmental disputes relating to management and protection of the Pioneer-Sarah Creek Watershed;

1 and (c) cooperate on a united basis on behalf of all units of government within the Pioneer-  
2 Sarah Creek Watershed with all other levels of government for the purpose of facilitating natural  
3 resource protection and management in the Watershed.

4 SECTION FOUR  
5 BOARD OF COMMISSIONERS  
6

7 4.1. Appointment. The governing body of the Commission shall be its Board. Each  
8 Member shall be entitled to appoint one representative to serve on the Board and one alternate who  
9 may sit when the representative is not in attendance, and said representative or alternative  
10 representative shall be called a "Commissioner." It is expected that each Member ensure that its  
11 Commissioner will attend each meeting of the Board.

12 4.2. Term. Each Member shall determine the term length for its Commissioner's  
13 appointment to the Board. The representatives to the Commission shall serve at the pleasure of the  
14 governing body of the Member appointing such representative to the Commission. The Commission  
15 and its Members shall fill all Board vacancies pursuant to Minn. Stat. § 103B.227, subd. 1 and 2, as  
16 may be amended from time to time.

17 4.3. Compensation. Commissioners shall serve without compensation from the  
18 Commission, but this shall not prevent a Member from providing compensation to its Commissioner  
19 for serving on the Board.

20 4.4. Officers. No later than the first meeting in February of each year, the Commission  
21 shall elect from its membership a chairperson, a vice-chairperson, a treasurer and a secretary and such  
22 other officers as it deems necessary to reasonably carry out the purposes of this Agreement. No  
23 Commissioner may be elected to more than one office. All officers shall hold office for terms of one  
24 year and until their successors have been elected by the Commission. An officer may be reelected to  
25 the same office for unlimited terms. A vacancy in an office shall be filled from the Board membership  
26 by election for the remainder of the unexpired term of such office. The officers' duties include the  
27 following:

28 A. Chairperson. The Chairperson shall preside at all Board meetings and shall have  
29 all the same privileges of discussion, making motions and voting, as do other

1 Commissioners. The Chairperson may delegate certain responsibilities to the  
2 Executive Secretary as necessary to carry out the duties of the office.

3  
4 B. Vice-Chairperson. The Vice-Chairperson shall, in the absence or disability of  
5 the Chairperson, perform the duties and exercise the powers of the Chairperson.  
6

7 C. Treasurer. The Treasurer shall have the custody of the funds and securities of the  
8 Commission and shall keep full and accurate accounts of receipts and  
9 disbursements in books belonging to the Commission and shall deposit all  
10 monies and other valuable effects in the name and to the credit of the  
11 Commission in such depository as may be designated by the Commission.  
12 He/she shall disburse funds of the Commission as approved by the Commission  
13 and shall render to the Commission at regular meetings, or as the Board may  
14 request, an account of all his/her transactions as Treasurer and of the financial  
15 condition of the Commission. The Treasurer may delegate certain duties to the  
16 Executive Secretary as necessary to carry out the duties of the office.  
17

18 D. Secretary. The Secretary shall attend all Board meetings, shall act as clerk of such  
19 meetings, and shall record all votes and the minutes of all proceedings. He/she  
20 shall give notice of all Board meetings. The Secretary may delegate certain  
21 duties to the Executive Secretary as necessary to carry out the duties of the  
22 office.  
23

24 4.5. Executive Secretary. The Commission may appoint an Executive Secretary to coordinate  
25 activities of the Commission, accept delegated duties by the Commission officers, and accept business  
26 duties not assigned to officers. All notices to the Commission shall be delivered or served at the office  
27 of the Executive Secretary.

28 4.6. Quorum and Voting. A majority of all Commissioners with voting privileges shall  
29 constitute a quorum. Once a quorum is present, a majority vote is required for approval on an action,  
30 unless as provided otherwise in this Agreement.

31 4.7. Meetings. The Board shall schedule meetings at least quarterly (every three months) on a  
32 uniform day and place selected by the Commission. Written notice of the location and time of all  
33 Commission meetings shall be sent to all Commission representatives and alternate representatives  
34 and to the Clerk of each Member. Special meetings may be held at the call of the Chairperson or by  
35 any three Commissioners by giving not less than 72 hours written notice of the time, place and  
36 purpose of such meeting.  
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