



MEMORANDUM

Comfort Lake-Forest Lake Watershed District

Date: April 2, 2026
To: CLFLWD Board of Managers
From: Mike Kinney, District Administrator
Subject: Lower St. Croix Watershed Partnership Update



District Wide

Background/Discussion:

At the March 26th board meeting, President Anderson provided a summary of the Lower St. Croix (LSC) Watershed Based Implementation Funding (WBIF) metro convene meeting. Although the District's request for a direct funding allocation of \$190,500 was denied, the District may still seek funding for its projects through the Partnership.

Below is an outline of next steps related to seeking funding for the Comfort Lake Carp Movement Study.

1. On March 24th, the metro convene meeting unanimously voted to recommend that the Partnership include funding for internal analyses/carp studies and shorelines in the FY27 WBIF work plan.
2. Emily Heinz will be part of the staff workgroup drafting the FY27 WBIF work plan to bring to the Policy Committee in October. Per the convene committee's recommendation, the workgroup will make sure that this budget includes funding for internal analyses, carp studies, and shoreline restorations.
3. This grant agreement will likely be executed in January 2027.
4. The District can submit a proposal for the full \$55,000 carp movement study in March 2027.
5. The proposal will be reviewed and hopefully approved by the Steering Committee in early April, and then the Policy Committee in late April.
6. If approved, the District could begin work in May 2027. The grant expires and the project would need to be closed out by December 2029. A project period of May 2027–December 2029 should be workable.
7. Staff will work on partnerships with the counties in the meantime and seek alternative grant sources if possible.

Links to More Information:

- [WBIF Request Calendar](#)
- [Process for applying for WBIF through the partnership](#)
- [Project Process Infographic](#)

Attached

LSC Joint Powers Agreement and Bylaws

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
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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 an Advisory Committee and provisions that the role and authority of the
14 governing bodies of the Parties, the Policy Committee and Advisory Committee; and
15

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

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

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

32 TERMS AND CONDITIONS
33

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

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

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

23 2. Eligibility and Procedure to Become A Party
24

- 25 a. Qualifying Party: A county, SWCD, watershed district or watershed management
26 organization located and authorized to carry out water planning and resource
27 management responsibilities within the Lower St. Croix River Management Area is
28 eligible to become a Party to this Agreement.
29
- 30 b. Initial Parties: A county, SWCD, watershed district or watershed management
31 organization may be an initial Party through adoption of one or more resolutions by
32 its respective governing board that indicates its intent to be a Party to this Agreement;
33 that adopts and authorizes such local unit of government to enter into this Agreement;
34 and that adopts and begins implementation of the Plan, or later amendments, within
35 60 days of State approval of the Plan, or within 45 days of executing this Agreement,
36 whichever is later. Such local unit of government shall also give notice of plan
37 adoption in accordance with provisions of Minnesota Statutes Chapters 103B and
38 103D. Any qualifying county, SWCD, watershed district or watershed management
39 organization that desires to become a Party after expiration of the 60 day period for
40 joining as an Initial Party will be eligible to become a Party as an Additional Party
41 pursuant to Section 2.c., below

1
2 c. Adding Additional Parties: A qualifying local unit of government that desires to
3 become a Party to this Agreement at any time later than 60-days following State
4 approval of the Plan shall provide the Administrative Coordinator a formal statement
5 that indicates its intent to become a Party to this Agreement and a certified copy of
6 the resolution or motion adopted by its governing board that contains all of the
7 following:

8 i. A declaration of intent to join as a Party to the Agreement;

9 ii. A statement that the local government unit is authorized to enter into and be bound
10 by the terms and conditions of this Agreement; including but not limited to the
11 bylaws, policies and procedures adopted by the Policy Committee; and

12 iii. A statement that the local government unit adopts the Plan.

13 Upon receipt of such certified documents, the Administrative Coordinator shall issue a
14 signature page to the local government unit and instructions to execute and return the
15 same along with the name and contact data of the representatives appointed by the
16 local government unit to serve on the Policy Committee and the names and contact
17 information of staff of the local government unit assigned to serve on the Advisory
18 Committee. The local government unit will have all duties, rights and responsibilities
19 as a Party to this Agreement upon filing with the Administrative Coordinator a copy of
20 its authorized signature to this Agreement.

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

27
28 3. Payments and Financial Responsibilities of the Parties

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

31
32 4. Term and Termination

33 a. Effective Date: This Agreement is effective upon signature of all initial Parties and
34 will remain in effect until December 31, 2031, unless terminated consistent with
35 terms of this Agreement or as otherwise provided under law.

36 b. Review: Commencing in the second year following the effective date of this
37 Agreement and continuing each year thereafter, the Policy Committee will annually
38 conduct a review of the adequacy and effectiveness of the joint and collaborative
39 partnership provided by this Agreement and the governing structure of the Policy
40 Committee. With the assistance of the Advisory Committee, the Policy Committee
41 shall prepare a report on its findings and provide recommendations as appropriate to

1 governing boards of the Parties. The report and recommendations should be
2 submitted to the governing boards at the time in which the Policy Committee
3 provides its recommendation on the proposed annual work plan. Any
4 recommendation of the Policy Committee to revise a term or condition of this
5 Agreement will only become effective upon 2/3rds approval of the governing boards
6 of the then present Parties.

- 7 c. Termination: This Agreement may be terminated by resolution adopted by the
8 governing bodies of all of the then existing Parties. The parties acknowledge their
9 respective and applicable obligations, if any, under MN Statutes Section 471.59,
10 Subd. 5 after the agreement has been terminated or the purpose of the Agreement has
11 been completed.

12
13 5. General Provisions

- 14 a. Compliance with Laws/Standards: The Parties agree to abide by all federal,
15 state, and local laws; statutes, ordinances, rules and regulations now in effect or
16 hereafter adopted pertaining to this Agreement.
- 17 b. Timeliness: The Parties agree to perform the obligations under this Agreement
18 in a timely manner and inform each other about delays that may occur.
- 19 c. Liability and Insurance: Each Party shall be liable for the acts, errors and omissions
20 of its respective officers, employees or agents and each Party shall carry liability
21 insurance coverage of not less than \$1.5 million per occurrence, the maximum
22 liability for each Party as provided under Minnesota Statutes Section 466.04. The
23 Parties may participate in a self-insurance pool to meet this requirement.
- 24 d. Indemnification: The provisions of the Municipal Tort Claims Act, Minnesota
25 Statute Chapter 466 and other applicable laws govern liability of the Parties. To the
26 full extent permitted by law, actions by the Parties, their respective officers,
27 employees, and agents pursuant to this Agreement are intended to be and shall be
28 construed as a "cooperative activity." It is the intent of the Parties that they shall be
29 deemed a "single governmental unit" for the purpose of liability, as set forth in
30 Minnesota Statutes Section 471.59, subd. 1a(a). For purposes of Minnesota Statutes
31 Section 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not
32 create any liability or exposure of one party for the acts or omissions of any other
33 party. If a Party is found responsible for any liability associated with the actions of
34 the Lower St. Croix One Watershed, One Plan Policy Committee or implementation
35 of the Comprehensive Watershed Management Plan, said Party agrees to indemnify
36 and hold harmless any of the other non-liable parties of this Agreement for any
37 defense costs and expenses associated with any such claim.
- 38 e. Employee Status: The respective employees and agents of each Party shall remain
39 the employees of each individual respective Party.
- 40 f. Data Practices, Data Management and Record Retention: Notwithstanding
41 Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for
42 purposes of the Minnesota Government Data Practices Act and all other statutes and
43 provision of law related to data practices, data management and records retention,

1 each party shall remain the exclusive responsible authority, as defined in Minn. Stat.
2 13.02, subd. 16, for its own data management, for responses to data requests and for
3 all aspects of records retention for any and all data in any form that is collected,
4 created, received, maintained or disseminated by the party agency. This section
5 includes but is not limited to all data regardless of its classification as the term
6 government data is defined in Min. Stat. 13.02, subd. 7.

- 7 g. Auditor Access and Review of Business Records: Pursuant to Minn. Stat.
8 16C.05 subd. 5 the parties agree that each party, the State Auditor or legislative
9 Auditor, or any duly authorized representative at any time during normal business
10 hours and as often as they deem reasonably necessary, shall have access to and the
11 right to audit, excerpt and transcribe any books, documents, papers, records, etc. that
12 are pertinent to the accounting practices and procedures of the parties and involve
13 transactions relating to this Agreement. The parties agree to maintain and make
14 available these business records for a period of at least 6 years from the date of the
15 termination of this agreement.

16
17 6. Annual Work Plans:

- 18 a. Required Contents: Annual work plans will be developed that detail
19 implementation of the Plan, minimally including projects and programs to be
20 completed collaboratively and associated budgets. A fiscal agent and a responsible
21 Party or Parties shall be identified for each project, program or implementation
22 activity contained in the annual work plan. The responsible Party or Parties must
23 provide any grant matching funds and accept responsibility for implementation and
24 outcomes. The annual work plans may include a summary of projects, programs and
25 implementation activities to be accomplished with state Watershed Based
26 Implementation Funds, competitive state grants, local funds or others.

- 27 b. Process for Development and Adoption of Annual Work Plans.

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

- 30 1. The Advisory Committee shall draft and prepare the proposed annual work plan
31 ranking projects, programs and implementation activities utilizing the selection
32 criteria contained in the Plan.
- 33 2. The Advisory Committee shall present the proposed annual work plan to the
34 Policy Committee for discussion and revision as appropriate.
- 35 3. The Policy Committee shall vote to recommend a proposed annual work plan to
36 the governing boards of the Parties for approval. A vote of 2/3rd of the members
37 present of the Policy Committee is necessary to move a recommended annual
38 work plan onto the governing boards.
- 39 4. The governing bodies of the Parties shall approve the annual work plan for its
40 implementation. An annual work plan will be approved only through approval
41 of 2/3rd of the governing bodies of then existing Parties.

42 7. Structure and Governance

1 To carry out the coordinated and collaborative planning, development and
2 implementation of the Plan and development, adoption of annual work plans, the Parties
3 will continue the Policy Committee and Advisory Committee, as established under the
4 Memorandum of Agreement. The function and the authority of the governing boards of
5 the Parties and the composition, function and authority of the Policy Committee and
6 Advisory Committee are as follows;

7 a. Governing Boards of Parties

8 i. The governing boards are the elected or appointed officials of the respective
9 Party to this Agreement.

10 ii. Responsibilities: The governing boards of the Parties have the responsibility
11 to take approval action on matters required by the terms of this Agreement
12 and on matters recommended by the Policy Committee. Matters on which
13 governing boards must take formal action include, but are not limited to, as
14 follows:

15 1. Designation of an elected or appointed member or members to serve on
16 the Policy Committee and set the term of service of each member so
17 designated.

18 2. Approval of Annual Work Plans;

19 3. Amendments to the provisions of the Plan; and

20 4. Adoption or approval of other matters necessary for Plan implementation.

21 iii. Authority: A governing board of a Party shall exercise its decision-
22 making authority only by adoption of a formal resolution. Governing boards
23 must act on Policy Committee recommendations within 60 days after the day
24 in which the Policy Committee formally adopted such recommendation. The
25 decisions of the various governing boards of the Parties will be deemed
26 approved for purposes of this Agreement when 2/3^{rds} of the governing bodies
27 have adopted formal action on the respective recommendation.

28
29 b. Policy Committee

30 i. Responsibilities: The Policy Committee has the responsibility to develop and
31 make recommendations on those matters that require approval by the
32 governing boards of the Parties, including, but not limited to, annual work
33 plans, additional parties to this Agreement, revisions and modifications to this
34 Agreement and amendments to the Plan. Each member of the Policy
35 Committee member shall serve as a liaison to his or her respective governing
36 board; keep such governing board informed on the implementation of the
37 Plan; and ensure that the preferences and ideas of such governing board are
38 communicated to the Policy Committee.

39 ii. Composition: The Policy Committee shall be composed of one
40 representative from each Party to this Agreement, except that Chisago County
41 shall have three representatives seated on the Policy Committee. Each party may

1 also have one alternate in the absence of the designated representative. With
2 exception of Chisago County, representatives and alternates must be an elected or
3 appointed member of that Party's governing board and selected by the Party's
4 governing board. The Chisago County Board of Commissioners must appoint
5 three representatives to the Policy Committee, with one representative and an
6 alternative representative each being a Commissioner and the two other
7 representatives and respective alternatives to the Policy Committee appointed by
8 the Chisago County Board of Commissioners as it may determine as appropriate.
9 The term of each representative is decided by the appointing governing board.

10 iii. Governance: The Policy Committee shall be governed pursuant to by-
11 laws and rules of procedure as the Policy Committee may develop, adopt and
12 revise from time to time. The Policy Committee may utilize bylaws adopted in
13 the preparation and development of the Plan and may revise the same to be
14 suitable for purposes of Plan implementation. Bylaws and rules of procedure
15 shall comply with relevant statutory provisions and be in as much as possible
16 consistent with the terms of this Agreement. In the event of conflict or
17 ambiguity, the terms of this Agreement shall prevail.

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

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

37
38 c. Advisory Committee

- 39 i. Responsibilities: The Advisory Committee has the responsibility to assist
40 and advise the Policy Committee and to prepare and develop matters
41 necessary for Policy Committee recommendation, including, but not limited
42 to, annual work plans, and proposed amendments to the Plan and this

1 Agreement.

- 2 ii. Composition: The Advisory Committee is composed of staff of the
3 Parties to this Agreement. Each Party may assign up to two staff to serve on
4 the Advisory Committee. On a vote of two-thirds of its members present, the
5 Policy Committee may increase the number of members on the Advisory
6 Committee.

7
8 8. Administrative Coordinator

- 9 a. The Parties shall designate a Party to serve as Administrative Coordinator. The
10 Administrative Coordinator has the responsibility to perform the administrative and
11 coordinative work necessary for Plan implementation that is not associated with a
12 specific implantation activity, project or program. The responsibility of the
13 Administrative Coordinator may include serving as fiscal agent to accept and carryout
14 all responsibilities associated with grants, grant agreements and financial transactions
15 that are part of and related to grant agreement and contract implementation.
16 Alternatively, the Parties may designate a separate Party to carry out fiscal agent
17 responsibilities. A Party designated to serve as Administrative Coordinator or fiscal
18 agent may assign that function to its staff or contract for such services.
- 19 b. The Parties agree that until the first annual work plan is adopted that the Washington
20 Conservation District and Chisago Soil and Water Conservation District will be
21 jointly designated as Administrative Coordinator. The first annual work plan and each
22 annual work plan thereafter shall identify the Party that is the designated
23 Administrative Coordinator and, as appropriate, the fiscal agent, for purposes of
24 implementing that respective annual work plan.
- 25 c. The governing board of the Administrative Coordinator and fiscal agent is authorized
26 to make payments and to take other actions within a respective approved annual work
27 plan.
- 28 d. The costs and expenses incurred by a Party in performing the function of
29 Administrative Coordinator and fiscal agent may be paid with grant funds, including
30 state Watershed Based Implementation Funds unless prohibited by State policy, grant
31 contract or law. In the event that these funds are unavailable or insufficient, such
32 costs and expenses remain the financial responsibility of such Party incurring the
33 same unless the Parties otherwise agree through an approved annual work plan or
34 separate action adopted by the governing boards of the then existing parties.

35 9. Miscellaneous

- 36 a. Counterparts: This Agreement may be executed in one or more counterparts,
37 each of which shall be deemed an original and all of which when taken together shall
38 constitute one and the same agreement. Any counterpart signature transmitted by
39 facsimile or by sending a scanned copy by electronic mail or similar electronic
40 transmission shall be deemed an original signature. This executed Agreement
41 including all counterparts shall be filed with each party to this agreement with a
42 notification of the Agreement's effective date.

- 1 b. Amendments Any changes, amendments, or modifications to this Agreement
2 may only be made formal resolution adopted by all of the governing boards of the
3 then existing Parties.
- 4 c. Savings Clause: In the event that any provision of this Agreement is determined by
5 a court of law to be null and void, the remaining provisions of this Agreement shall
6 continue in full force and effect.
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12 10. Authorized Representatives

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

16

17 Anoka County, County Administrator Rhonda Sivarajah or successor
18 Chisago County, County Administrator Chase Burnham or successor
19 Isanti County, County Administrator Julia Lines or successor
20 Pine County, County Administrator David Minke or successor
21 Ramsey County, County Board Chair Toni Carter or successor
22 Washington County, County Administrator Kevin Corbid or successor
23 Anoka Conservation District, District Manager Chris Lord or successor
24 Chisago SWCD, District Manager Craig Mell or successor
25 Isanti SWCD, District Manager Tiffany Determan or successor
26 Pine SWCD, District Manager Jill Carlier or successor
27 Washington Conservation District, District Manager Jay Riggs or successor
28 Brown's Creek Watershed District, District Administrator Karen Kill or successor
29 Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or
30 successor
31 Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor
32 South Washington Watershed District, Administrator Matt Moore or successor
33 Valley Branch Watershed District, President Jill Lucas or successor
34 Middle St. Croix WMO, Administrator Matt Downing or successor
35 Sunrise River WMO, Chair Dan Babineau or successor

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39

40 (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)*

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6 PARTNER: Comfort Lake-Forest Lake Watershed District

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9 APPROVED:

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13
14 BY: Jon W Spence 19 Nov 2020
15 Board Chair Date

16
17
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19
20 BY: Michael Keirney 15 DEC 2020
21 Administrator Date

22
23
24

25 APPROVED AS TO FORM

26
27 BY: [Signature]
28 Attorney ~~Date~~

Lower St. Croix
Comprehensive Watershed Management Plan

Policy Committee Bylaws

Adopted 1-25-21

These bylaws establish rules governing the conduct of business by the Policy Committee for implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

ARTICLE I: PURPOSE

1. The purpose of the Policy Committee is to oversee implementation of the Lower St. Croix Comprehensive Watershed Management Plan within the governance structure outlined in the Joint Powers Agreement.
2. The Policy Committee has the responsibility to develop and make recommendations on those matters that require approval by the governing boards of the Parties, including, but not limited to, annual work plans, additional parties to this Agreement, revisions and modifications to this Agreement and amendments to the Plan. Each member of the Policy Committee member shall serve as a liaison to his or her respective governing board; keep such governing board informed on the implementation of the Plan; and ensure that the preferences and ideas of such governing board are communicated to the Policy Committee.
3. The Member local units of government in the Joint Powers Agreement are Chisago County, Isanti, County, Pine County, Washington County, Anoka Conservation District, Chisago Soil and Water Conservation District (SWCD), Isanti SWCD, Pine SWCD, Washington Conservation District, Brown’s Creek Watershed District, Carnelian Marine St. Croix Watershed District, Comfort Lake Forest Lake Watershed District, South Washington Watershed District, Valley Branch Watershed District, Middle St. Croix Watershed Management Organization, and Sunrise River Watershed Management Organization. Members may be added or withdrawn in accordance with the Joint Powers Agreement.
4. The Policy Committee will operate until termination of the Joint Powers Agreement on December 31, 2031.

ARTICLE II: MEMBERSHIP PROVISIONS

1. The Policy Committee shall be composed of one representative from each Party to the Joint Powers Agreement, except that Chisago County shall have three representatives seated on the Policy Committee. Each party may also have one alternate in the absence of the designated representative. With exception of Chisago County, representatives and alternates must be an elected or appointed member of that Party’s governing board and selected by the Party’s governing board. The Chisago County Board of Chisago County must appoint three representatives to the Policy Committee, with one representative and an alternative representative each being a Commissioner and the two other representatives and respective alternatives to the Policy Committee appointed by the Chisago County Board of Commissioners as it may determine as appropriate. The term of each representative is decided by the appointing governing board.

2. In the event that a member of the Policy Committee resigns or is otherwise unable to complete his or her term, the member shall notify his or her appointing authority of the vacancy as soon as practicable. The local unit of government shall appoint a replacement member as soon as possible.
3. A Policy Committee member shall not take any action that may materially benefit the financial interest of that member, a member's family member, or a member's close associate, unless and until that member first discloses that interest for the record. The member who so discloses an interest may be present to answer questions related to that interest, but shall not advocate for nor vote on the action. If a Policy Committee member concludes that his or her interest does not create a conflict, but that there may be an appearance of a conflict, he or she shall disclose the interest for the record before participating in discussion or voting on an action.

ARTICLE III: OFFICERS

1. The Officers of the Policy Committee shall consist of a Chairperson, Vice Chairperson, and a Secretary elected by members of the Policy Committee.
 - a. The Chairperson shall:
 - i. Serve as Chairperson for all meetings; and
 - ii. Sign and deliver in the name of the Partnership any correspondence pertaining to the business of the Partnership.
 - b. The Vice Chairperson shall:
 - i. Discharge the Chairperson's duties in the event of the absence or disability of the Chairperson.
 - c. The Secretary shall:
 - i. Maintain records of the Partnership.
 - ii. Certify records and proceedings of the Partnership.
 - iii. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes.
 - iv. Provide for proper public notice of all meetings.
 - v. The Secretary may delegate a representative to record the minutes and perform other duties of the Secretary.
2. An Officer will serve until replaced by the election of a successor. No Policy Committee member may hold more than one office at a time.
3. In the event that an Officer cannot complete his or her term of office, the Policy Committee shall immediately elect from among its members an individual to fill the vacant position.

4. The Policy Committee will request the respective local unit of government participant to replace their representative member if that representative member misses two (2) consecutive meetings without notice to the Chairperson.

ARTICLE IV: MEETINGS

1. All meetings of the Policy Committee will comply with statutes and rules requiring open and public meetings. The official posting location for meeting dates and locations shall be the Lower St. Croix One Watershed One Plan website.
2. The conduct of all meetings of the Policy Committee shall be generally governed by the most recent edition of Robert's Rules of Parliamentary Law.
3. A quorum for decision-making shall consist of at least 50% plus one of the representatives.
4. Notice of Policy Committee meetings and a proposed agenda shall be emailed, or mailed upon request, to all Policy Committee members and alternates not less than seven (7) days prior to the scheduled meeting date of the Policy Committee.
5. The minutes of any meeting shall be made available to all Policy Committee members prior to the next meeting.

ARTICLE V – VOTING

1. Each representative present shall have one vote. All decisions shall be approved by a supermajority vote of 2/3rds of those representatives present. All votes shall be made in person, and no representative may appoint a proxy for any question coming before any meeting for a vote.

ARTICLE VI – COMPENSATION

1. Policy Committee members may be compensated by the member local unit of government they represent for meetings and expenses incurred, according to the policies of the local unit of government.
2. Policy Committee members may not be compensated for meeting time and expenses using funds granted by the State for the purpose of implementing the Lower St. Croix Comprehensive Watershed Management Plan.

ARTICLE VII – SUBCOMMITTEES OF THE POLICY COMMITTEE AND OTHER COMMITTEES

1. The Policy Committee may appoint subcommittees for the purpose of assisting the Policy Committee in the performance of its duties. Except for a Policy Committee member appointed to a subcommittee, no other member of a subcommittee shall be able to make motions for consideration to the Policy Committee, or vote on matters put before the Policy Committee.

2. The Advisory Committee will advise the Policy Committee on implementation of the Lower St. Croix Comprehensive Watershed Management Plan and shall bring an annual work plan to the Policy Committee for review every year.
 - a. Each Partnership member local government unit shall designate a representative to the Advisory Committee.
 - b. The Advisory Committee shall also include representatives from Minnesota's principal water management or plan review state agencies (Board of Water and Soil Resources, Department of Agriculture, Department of Health, Department of Natural Resources, Metropolitan Council and Pollution Control Agency). Each agency will designate a lead contact person from its agency to participate on the Advisory Committee.
 - f. The Advisory Committee may form subcommittees to increase Advisory Committee effectiveness or to address specific topics or project areas. Each subcommittee shall report to the Advisory Committee.

ARTICLE VIII: MEETING LOCATION

1. All regular meetings of the Policy Committee will be held at a location within the Lower St. Croix watershed. In the event that a state of emergency or state of disaster prevents meeting in person, meetings may be held online in accordance with Minnesota Public Meeting Laws.

ARTICLE IX: MISCELLANEOUS

1. Portions of these bylaws may be suspended temporarily by a two-thirds vote of the Policy Committee.
2. Addition to, alteration, or repeal of any part of these bylaws by the Policy Committee may be made at any meeting by a two-thirds vote of the Policy Committee, provided that thirty (30) days advance written notice of the proposed change has been given to each member of the Policy Committee.
- ~~3. The Policy Committee's official records and the requirements of the BWSR grant agreement shall be maintained by the fiscal agent, Chisago SWCD. The maintenance and disposition of these records shall be in accordance with applicable laws.~~
4. Bylaws and rules of procedure shall comply with relevant statutory provisions and be in as much as possible consistent with the terms of the Joint Powers Agreement. In the event of conflict or ambiguity, the terms of the Joint Powers Agreement shall prevail.
5. These bylaws are intended to be consistent with applicable provisions of Minnesota Statutes Chapters 103B, 103C, and 103D. In all cases of omission or error, Minnesota Statutes Chapters 103B, 103C, and 103D will govern.

ARTICLE X – CERTIFICATION

1. These By-laws were adopted by a vote of 15 ayes and 0 nays by the members of the Policy Committee on January 25, 2021.

(Secretary signature & organization)