



**Sherburne County**  
**Request for Board Action**  
**September 3, 2024 - County Board Meeting**  
**Regular Board Meeting**

Agenda Item# 4.9.  
 at CA

**Agenda Item**

**Consider Approval of a Joint Powers Agreement with Haven Township for Sherburne County Planning & Zoning.**

<i>Department</i> <b>Planning &amp; Zoning</b>
<i>Presenter</i> <b>Lynn Waytashek</b>

***Desired Board Action***

***Motion to Approve***

Approve a Joint Powers Agreement with Haven Township delineating roles and responsibilities for completion of a mandatory Environmental Assessment Worksheet (EAW) /Environmental Impact Statement (EIS) for a proposed gravel mine operation in Haven Township, and authorize execution of the same.

**Final Board Action**

***Approved***

<b>Vote Results</b>	<b>D1</b>	<b>D2</b>	<b>D3</b>	<b>D4</b>	<b>D5</b>
	✓	✓	✓	✓	✓

Comments

***Strategic Initiative***

- Strengthen Our Healthy, Safe, and Livable Community.
- Promote Active Economic Growth.
- Foster Appropriate Partnerships and Maintain and Informed Public.
- Promote Fiscally Responsible Government to Guarantee the Public Trust.
- Foster Organizational Excellence

***Background Justification***

A large gravel mine is proposed in Haven Township and a small portion of the property (approximately 117 acres) is located in the area where Haven Township regulates Planning and Zoning. The larger area (approximately 592 acres) is under the County's Planning and Zoning jurisdiction.

Completion of an Environmental Assessment Worksheet (EAW) /Environmental Impact Statement (EIS) is required for this proposed activity. This Joint Powers Agreement will allow for an understanding of the roles and responsibilities that will be taken to complete the EAW/EIS process.

Per the MN Environmental Quality Board rules, the governmental authority with the most permitting authority is assigned as the responsible governmental unit.

The County Attorney has reviewed and approved the proposed JPA as to form.

## Budget Implications

### *Funding Description*

---

There are no significant unbudgeted financial implications emanating from the undertaking of this recommended action.

<i>Funding Sources</i>	<i>Fund Type</i>	<i>Account Number</i>	<i>To Account (if Transfer)</i>	<i>Amount</i>
------------------------	------------------	-----------------------	---------------------------------	---------------

---

**Joint Powers Agreement  
EAW/EIS on Property located in Haven Township for a Gravel Operation**

THIS AGREEMENT with an effective date of September 1, 2024 by and between the County of Sherburne (signatures notwithstanding), a political subdivision of the State of Minnesota, 13880 Business Ctr Dr NW, Elk River, Minnesota 55330, hereinafter referred to as "SC", and Haven Township, a political subdivision of the State of Minnesota, 4230 45<sup>th</sup> Avenue SE, St. Cloud, MN 56304, hereinafter referred to as "HT".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the public to unify efforts in the administration of the EAW (environmental assessment worksheet) and EIS (environmental impact statement) for a proposed gravel mining operation that lies within Haven Township; and,

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. Purpose

There is a proposed gravel mining operation that is being proposed in Haven Township. SC has zoning authority over a portion of the Township. HT has an agreement with the City of St. Cloud and has retained sole zoning authority of that portion subject to the agreement. The proposed gravel mining operation is subject to the zoning authority of both entities.

The parcels located in Haven's Zoning jurisdiction are:

25-00017-4200  
25-00017-4205

The parcels in the County's Zoning jurisdiction are:

25-00019-4100  
25-00020-1200  
25-00020-1300  
25-00020-2000  
25-00020-3000  
25-00020-3102  
25-00029-2100  
25-00029-2101  
25-00030-1101  
25-00030-1102

II. SC Obligations

SC shall be responsible for the administration of the EAW and EIS. SC shall provide all staff for the administration. SC shall be responsible for compliance with Minnesota law and rules and shall assume the duties (for example, notification) in the administration of the EAW and EIS. SC shall keep HT informed of the major events in the process and shall request comments from HT on the drafts of the EAW and EIS as required by law. The final decision maker on the EAW and EIS shall be SC.

SC shall use the degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field in like circumstances with the State of Minnesota.

### III. Costs

SC shall be responsible for the funding of the service as well as billing/collection of monies from the gravel mining operation proposer. HT shall bear no costs. HT is aware that SC will be billing the proposer of the gravel mining operation for the costs and staff time incurred.

SC shall administer any necessary contract for the EAW/EIS and take such other action as is necessary to effectuate its responsibilities.

### IV. Term

This Agreement shall continue until the completion of the EAW/EIS process.

### V. Independent Contractor

Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall either party, its employees, representatives or subcontractors be considered employees, agents or representatives of the other party. SC is to be and shall remain an independent contractor with respect to all services performed under this Agreement. All personnel of SC or other persons engaged in the performance of any work or services required by the SC will have no relationship with HT. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from HT, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.

### VI. Insurance

SC is and shall remain insured with MCIT.

### VII. Accountability

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party. SC is subject to the Data Practices Act and the state auditing requirements under Minn. Stat. 16C.05, subd. 5.

### VIII. Termination

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received three days after mailing.

### IX. Notice

For purposes of delivery of any notices herein, the notice shall be effective if delivered to SC at the above address, or HT at the above address.

### X. Indemnification

SC and HT mutually agree to mutually indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

### XI. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

**XII. Counterparts**

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**HAVEN TOWNSHIP**

**COUNTY OF SHERBURNE**

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Bruce Messelt  
County Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_