

Greenway Joint Recreation Association Joint Powers Agreement

AGREEMENT OF THE CITIES OF COLERAINE, BOVEY, GRAND RAPIDS,
MARBLE, TACONITE, CALUMET, AND LAPRAIRIE, THE TOWNS OF
GREENWAY, NASHWAUK, LAWRENCE, AND TROUT LAKE,
TO ESTABLISH A JOINT RECREATION BOARD.

This Agreement, originally made the first day of June, 1978, and effectively updated the first day of August, 2017, and again on July 15, 2019, by and among the following municipal corporations of the County of Itasca, State of Minnesota: the cities of Coleraine, Bovey, Grand Rapids, Marble, Taconite, Calumet and LaPrairie, the towns of Greenway, Nashwauk, Lawrence, and Trout Lake, hereinafter called the municipalities,

Witnesseth:

Whereas, the municipalities intend to establish a joint recreation board and to set forth the powers and duties as such joint recreation board, and,

Whereas, the municipalities intend to comply with Minnesota Statutes 471.15 to 471.19, and 471.59,

Now, Therefore, the municipalities have agreed as follows:

1. A recreation board for the municipalities is created pursuant to the authority given by the Minnesota Statutes, Section 471.15 to 471.19, and 471.59.
2. The recreation board shall be known as “Greenway Joint Recreation Board”.
3. The board shall consist of eleven (11) members, one director to be appointed by each of the member municipalities to serve for a term of one year.
4. The fiscal year shall begin the first day of August each year and end July 31.
5. The presence in person by a majority of the members of the board, or four (4) voting members, shall constitute a quorum of the board for the transaction of business with the exception of February, May, August, and November meeting.
6. The board shall have power to operate a program of public recreation as joint agents of the municipalities. The program administered by the board may make use of public property, or private property, available for public recreation use.
7. The board may adopt bylaws for its meetings and rules governing the use of the recreation facilities under its control [attached].
8. The board may employ and fix the compensation of personnel including the employment and compensation of a director, to implement its policies.
9. The board, though not required to do so, shall have authority to do the following:
 - a) Make contracts.
 - b) Lease or own real or personal property for public recreation use.
 - c) Accept gifts of real or personal property for the public recreation purposes.
 - d) Maintaining care for public property acquired or assigned to the board for public recreational purposes.
 - e) Perform whatever other acts are reasonable and necessary to carry on a recreational program.

10. The basic revenue for the operations of the board shall be taxes levied on property situated in the territory of Independent School District No., 316 in accordance with Minnesota Session Laws 1994 amended Chapter 281 section 1.¹
11. An annual, comprehensive budget of the board, shall control the spending program within each fiscal year.
12. The revenues of the board shall be disbursed, invested and held in the same manner as the revenues of the Minnesota city or township are invested, disbursed or held. Disbursements of the board shall be prepared by the director and paid by check signed by the treasurer and one board member; in the absence of the treasurer, checks must be signed by two board members.
13. A comprehensive annual report as well as a projected budget for the next fiscal year shall be prepared.
14. A financial review shall be conducted every year by a certified accounting firm.
15. This agreement shall be in full force and effect from and after the adoption by all members of a resolution authorizing the proper officers of the member municipalities to sign. The effective date shall be known as the first day of August, 2017. The term of this agreement shall coincide with the calendar year, and this agreement shall be automatically renewed unless before the end of each calendar year, a member municipality has revoked its participation.
16. The property and any surplus monies accumulated by the board, shall, upon the termination of this Agreement, be returned to the members in proportion to the contributions of each. Likewise, member municipalities shall share in the liabilities of the board which may remain after the termination of this Agreement in proportion to the aggregate other contributions during the life of the Agreement.
17. This Agreement may be signed in counterparts.

IN WITNESS THEREOF, this Agreement was revised and adopted by representative board members after having been presented at three consecutive monthly association meetings.

Revision Adopted July 15, 2019
Date

 _____ **President** _____ **date**
 _____ **attest**

*1 1994 Minnesota Session Law Chapter 505, Article 7, Sec. 33. Laws 1981, chapter 281, section 1, is amended to read: Section 1. [GREENWAY JOINT RECREATION BOARD TAX.]
 The Greenway joint recreation board may levy a tax on the taxable property situated in the territory of Independent School District No. 316 in accordance with this act. Property in territory in the school district may be made subject to the tax permitted by this act by the agreement of the governing body or town board of the city or town where it is located. The agreement may be by resolution of a governing body or town board or by a joint powers agreement pursuant to section 471.59. If levied, the tax is in addition to all other taxes on the property subject to it permitted to be levied for park and recreation purposes by the cities and towns other than for the support of the joint recreation board. It shall be disregarded in the calculation of all other mill rate or per capita tax levy limitations imposed by charter upon them. A city or town may withdraw its agreement to future taxes by notice to the recreation board and the county auditor unless provided otherwise by a joint powers agreement. The tax shall be collected by the Itasca county auditor and treasurer and paid directly to the Greenway Joint Recreation Board.*