

CC Work Session**Meeting Date:** 10/08/2024**Primary Strategic Plan Initiative:** Not Applicable**Information****Title:**

Review Proposed Amendments to Lower Rum River Watershed Management Organization Joint Powers Agreement

Purpose/Background:**Purpose**

The purpose of this case is to review the attached draft Lower Rum River Watershed Management Organization (LRRWMO) Joint Powers Agreement (JPA) and provide comments for the LRRWMO Board of Commissioners to review and discuss at their October 17th LRRWMO Board meeting.

Background

Attached is a copy of the draft LRRWMO JPA for the 10-year period from 2025 to 2034, with changes tracked. Also attached for historical reference are copies of the first LRRWMO JPA used between 1995 and 2014, which includes 2007 amendments, as well as the current JPA adopted by the City of Ramsey in August 2014.

The attached draft 2025 - 2034 LRRWMO JPA includes numerous revisions and additions. Revisions were completed for the following primary purposes;

- Verify statutory language/references are current.
- Update references to other plans if modified since current JPA was adopted.
- Add numbers/letters to denote separate sections for clarity.
- Revise authorities and duties of members as needed.
- Remove references to the JPA's establishment.
- Add definitions.
- Add footnotes.
- Correct grammatical and spelling errors.
- Resolve inconsistencies.

Language highlighted in yellow in the attached draft reflect revisions each City is urged to review and comment on. These revisions include;

- Page 7 - A Commissioner's right to vote is suspended if the member city is delinquent in making payments.
- Page 27 - Member assessments are capped at 120-percent of the amount the member city was assessed the previous year, unless the member city adopts a resolution approving the increase.
- Page 28 - The amount of a member's annual contribution to the operating budget shall not exceed one-half of one-percent of the net tax capacity of the member's total contributing area.

A revisions summary is included on the cover page of the attached draft JPA.

City staff reviewed the attached draft JPA and offer the following comments.

- Pg. 21, section 5.6(b)(iii) - The word "Member" should not be deleted unless a definition for "City" is added to section 1. Staff recommends not deleting the word "Member".
- Pg. 30, section 7.2 - Why was 2/3 revised to 3/4 in the last sentence? There are only 3 member cities so a 3/4 approval is not attainable and would require a unanimous vote. Staff recommends leaving 2/3 as is.

The City Attorney reviewed the draft JPA and approved it as to legal form.

Councilmember Musgrove is the City of Ramsey's Commissioner on the LRRWMO Board, and is currently Chair of the LRRWMO Board of Commissioners.

Attached are 4 of the most applicable State Statutes addressing the purpose and operations of Watershed Management Organizations in Minnesota.

Time Frame/Observations/Alternatives:

Staff anticipates up to 30 minutes will be required to present this case and respond to questions.

Recommendation:

Staff recommends reviewing the attached draft LRRWMO JPA and providing comments for the LRRWMO Board of Commissioners to review and discuss at their October 17th LRRWMO Board meeting.

Outcome/Action:

Review the attached draft LRRWMO JPA and provide comments for the LRRWMO Board of Commissioners to review and discuss at their October 17th LRRWMO Board meeting.

Attachments

- LRRWMO JPA 1995-2014
- LRRWMO JPA 2015-2024
- LRRWMO JPA 2025-2034 DRAFTwBoardComments
- MN Statute 103B.201
- MN Statute 103B.211
- MN Statute 103B.227
- MN Statute 103B.251

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	10/03/2024 02:40 PM
Form Started By: Bruce Westby		Started On: 09/05/2024 04:47 PM
Final Approval Date: 10/03/2024		

**JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF
THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION TO
PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE LOWER
RUM RIVER WATERSHED**

PREFACE

The Lower Rum River Watershed lying East of the Mississippi River is a watershed that is basically a direct tributary to the Mississippi River. It encompasses all or parts of the following cities:

Andover, Anoka, Coon Rapids, Ramsey

Minnesota Laws of 1982, Chapter 509, mandated that all watersheds within the seven county Metropolitan area must be governed by a watershed management organization and as is now codified as Minnesota Statutes 1992, Sections 103B.201 through 103B.251. The Watershed is authorized to organize under a joint powers agreement pursuant to Minnesota Statutes, Section 471.59 and Section 103B.211 or if such an organization is not created, Anoka County shall petition for the establishment of a watershed district under Minnesota Statutes, Chapter 103D. All the cities in the Lower Rum River Watershed expressed a desire in 1985 to create a joint powers group rather than a watershed and now desire to adopt an amended joint powers agreement to establish a Watershed Management Organization which will comply with the current law for management of this watershed. It is the belief of these four cities that a joint powers group will provide more efficient planning and administration of the Lower Rum River Watershed if the watershed is managed under a joint powers agreement. The goal is to leave as much control as possible with the four individual member cities.

It has been determined by the four cities involved in the watershed that they desire to proceed under a Joint Powers Agreement rather than under Chapter 103D as a watershed district. Each party to this agreement has been fully advised that the Watershed Management Organization being created shall have the powers and responsibilities set forth in the Metropolitan Surface Water Management Act, Minnesota Statutes Sections 103B.201 through 103B.251 and as amended by this Agreement. It is further understood and agreed that it is the intent of this agreement to assign to the watershed management organization, which has operated since 1985, the additional powers and duties assigned by the Minnesota legislature. The management of water resources is a rapidly changing field and new laws and regulations are being adopted and amended frequently and it should not be necessary to amend this agreement every time the legislature enacts a new law.

Each member further recognizes that this is a binding contract and failure to cooperate or to carry out a member's responsibilities will result in a breach of this contract.

The purpose of this organization shall be to assist the four member Lower Rum Watershed cities to preserve and use natural water storage and retention systems to:

1. Protect and preserve natural surface and groundwater storage and retention systems;
2. Minimize public capital expenditures needed to correct flooding and water quality problems;
3. Identify and plan for means to effectively protect and improve surface water and groundwater quality;
4. Establish more uniform local policies and official controls for surface water and groundwater management;
5. Prevent erosion of soil into surface water systems;
6. Promote groundwater recharge;
7. Protect and enhance fish and wildlife habitat and water recreational facilities;
8. Secure other benefits associated with the proper management of surface and groundwater; and
9. Promote and encourage cooperation among member cities in coordinating local surface water and groundwater plans and to be aware of their neighbor's problems and to protect the public health, safety, and general welfare.

The Lower Rum River Watershed waters flow through many sub-watersheds directly to the Rum River and the Mississippi River. It is not anticipated that the Lower Rum River Watershed will have many capital improvement projects; if they do, it is hereby expressed that the intent of this Agreement is to encourage that the solutions should be handled by agreements between the Cities involved.

It is the intent of this Agreement to subject all four cities in the Lower Rum River Watershed to a common set of policies and to comply in all respects with the provisions of the Metropolitan Surface Water Management Act.

The purpose of this Preface is to clarify and establish for any court of review or any arbitrator or for the elected successors to the representatives who have entered into this agreement the reasons and purpose for this joint and cooperative venture. The parties to this Agreement realize that the success or failure of the Lower Rum River Watershed Organization created by this Agreement is dependent upon the sincere desire of each member City to cooperate in the exercise of a joint power to solve joint problems. Each party here by agrees to be bound by this agreement and pledges its cooperation.

JOINT AND COOPERATIVE AGREEMENT

The parties to this Agreement are governmental units of the State of Minnesota, all of which have lands which drain surface water within the Lower Rum River Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm water management facilities to improve water quality, to promote groundwater recharge, and to protect, promote and preserve water resources within the Watersheds. This agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes 1992, Sections 103B.201 to and including Section 103B.251 and Section 471.59.

NAME

I.

The parties hereto create and establish the Lower Rum River Watershed Management Commission.

GENERAL PURPOSE

II.

The general purpose of this agreement is to provide an organization which can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channels for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part, drainage systems within the watershed area; to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution and the improvement of water quality; to promote ground water recharge; and to protect and enhance fish and wildlife habitat and water recreational facilities. In addition to the aforesated purposes, the organization hereby created shall serve as the Watershed Management Organization for the Lower Rum River Watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Section 103B.201 through 103B.251, both inclusive.

DEFINITIONS

III.

For the purposes of this Agreement, the terms used herein shall have the meanings as defined in this article.

Subdivision 1. "Commission" means the organization created by this agreement, the full name of which is "Lower Rum River Watershed Management Commission." It shall be a public agency of its members and a watershed management organization as defined in Minnesota Statutes, Section 103B.211.

Subdivision 2. "Board" means the Board of commissioners of the Commission, consisting of one commissioner or one alternate commissioner from each of the governmental units which is a party to this agreement and which shall be the governing body of the Commission.

Subdivision 3. "Council" means the governing body of a governmental unit which is a member of this Commission.

Subdivision 4. "Governmental Unit" means any city, county, or town.

Subdivision 5. "Member" means a governmental unit which enters into this agreement.

Subdivision 6. "Lower Rum River Watershed" means the area generally contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to the Lower Rum River and the Mississippi River and within the mapped areas delineated on the map filed with the Board of Water and Soil Resources originally filed pursuant to Minnesota Statutes, 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B.

MEMBERSHIP

IV.

The membership of the Commission shall consist of all of the following governmental units:

City of Andover

City of Anoka

City of Coon Rapids

City of Ramsey

The Commission may, with the ratification of the governing bodies of all voting members of the Organization, invite other units of government within the Rum River Watershed to become parties to this Agreement, and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

No change in governmental boundaries, structure or organizational status shall affect the eligibility of any governmental unit listed above to be represented on the Commission, so long as such governmental unit continues to exist as a separate political subdivision.

BOARD OF COMMISSIONERS

V.

Subdivision 1. The governing body of the Commission shall be its Board. Each member shall be entitled to appoint one representative on the board, and one alternate who may sit when the representative is not in attendance and said representative or alternate representative shall be called a "Commissioner".

Subdivision 2. The council of each member shall determine the eligibility or qualification of its representative on the Commission and the terms of each Commissioner shall be as established by each individual member.

Subdivision 3. The term of each Commissioner and Alternate Commissioner appointed by each member shall be as determined by each individual member and until their successors are selected and qualify.

Any vacancy shall be filled for the unexpired term of any Commissioner by the council of the governmental unit of the member who appointed said Commissioner. The Commission shall notify the Board of Water and Soil Resources of member appointments and vacancies within 30 days after the Commission is notified by a member. Each member agrees to publish a notice of

vacancies resulting from the expiration of a Commissioner or Alternate Commissioner's terms or where a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2, as they now exist or as subsequently amended.

Subdivision 4. The council of each member agrees that its representative commissioner will not be removed from the Board prior to the expiration of the Commissioner's term, unless said Commissioner consents in writing or unless said council has presented the Commissioner with charges in writing and has held a public hearing after reasonable notice to the Commissioner.

A member may remove a Commissioner or an Alternate Commissioner for just cause or for violation of a Code of Ethics of the Commission or a member City, or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Member City Council who appointed the Commissioner.

A Commissioner who is an elected official of a Member City who is not reelected may be removed by the appointing Member City at the Member's discretion. Any decision by a Member to remove a Commissioner may be appealed to the Board of Water and Soil Resources. A certified copy of the Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board of Commissioners and shall show compliance with the terms of this section.

Subdivision 5. Each member shall within 30 days of appointment file with the Secretary of the Board of Commissioners a record of the appointment of its Commissioner and its Alternate Commissioner. The Commission shall notify the Board of Water and Soil Resources of member appointments and vacancies within 30 days after receiving notice from the member. Members shall fill all vacancies within 90 days after the vacancy occurs.

Subdivision 6. Commissioners shall serve without compensation from the Commission, but this shall not prevent a governmental unit from providing compensation for its Commissioner for serving on the board, if such compensation is authorized by such governmental unit and by law. Commission funds may be used to reimburse a Commissioner or Alternate Commissioner for expenses incurred in performing Commission business and if authorized by the Board.

Subdivision 7. At the first meeting of the Board and in February of each year thereafter, the Board shall elect from its Commissioners a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or a soon there after as it may be reasonably done, the Commission shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Commission provided that a ten day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent; a majority vote of all eligible votes of the then existing members of the Commission shall be sufficient to adopt any proposed amendment to such rules and regulations.

The Board shall notify each member City of the location and time of regular and special

meetings called or established by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Section 471.705 or as amended.

POWERS AND DUTIES OF THE BOARD

VI.

Subdivision 1. The Commission, acting by its duly appointed Board of Commissioners, shall as it relates to flood control, water quality, ground water recharge and water conservation or in the construction of facilities and other duties as set forth in Chapter 103B, Minnesota Laws of 1992 and in Rules and Regulations of the Board of Water and Soil Resources, have the powers and duties set out in this article and as prescribed bylaw.

Subdivision 2. It may employ such persons or contract with consultants as it deems necessary to accomplish its duties and powers, and any such persons or consultants shall be considered Commission staff.

Subdivision 3. It may contract for space and for material and supplies to carry on its activities either with a member or elsewhere.

Subdivision 4. It may acquire necessary personal property to carry out its powers and its duties.

Subdivision 5. It shall develop an overall plan containing a capital improvement program within a reasonable time after qualifying, and said plan shall meet all of the requirements as established in Minnesota Statutes, Chapter 103B. Said over all plan shall establish a comprehensive goal for the development of the Lower Rum River Watershed and shall establish a proposed procedure for accomplishing the purposes of the organization as set forth in Article II.

Subdivision 6. It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized.

Subdivision 7. It may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 8. It may, if necessary to implement the plan, order any member governmental unit or units to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Lower Rum River Watershed.

The member cities further understand and agree that the Commission in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Commission will also consider the ability of the member cities to fund the enforcement of local controls and any ordered capital improvements. The Commission shall incorporate financial review and anticipated sources of revenue as apart of the over all management plan and as a part of local water management plans.

Subdivision 9. It may order any member governmental unit or units to acquire, operate,

construct or maintain dams, dikes, reservoirs and appurtenant works or other improvements necessary to implement the overall plan.

The member cities further understand and agree that the Commission in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Commission will also consider the ability of the member cities to fund the enforcement of local controls and any ordered capital improvements. The Commission shall incorporate financial review and anticipated sources of revenue as apart of the over all management plan and as a part of local water management plans.

Subdivision 10. It shall regulate, conserve and control the use of storm and surface water and groundwater within the Watershed necessary to implement the overall plan.

Subdivision 11. It shall contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.

Subdivision 12. It may establish and maintain devices for acquiring and recording hydrological and water quality data within the Watershed.

Subdivision 13. It may enter upon lands, in a lawful manner, within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. The Commission shall be liable for actual damages resulting there from but every person who claims damages shall serve the Chair or Secretary of the Board of Commissioners with a Notice of Claim as required by Chapter 466.05 of the Minnesota Statutes.

Subdivision 14. It shall provide any member governmental unit with technical data or any other information of which the Commission has knowledge which will assist the governmental unit in preparing land use classifications or local water management plans within the watershed.

Subdivision 15. It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its members and any other political subdivision, commission, Board or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing members of the Commission.

Subdivision 16. It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.

Subdivision 17. It may collect monies, subject to the provisions of this agreement, from its members, Anoka County and from any other source approved by a majority of its board.

Subdivision 18. It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in

accordance with the terms of the gift, grant, loan or agreement relating thereto.

Subdivision 19. It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

Subdivision 20. It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the commission and shall make and file a report to its members at least once each year including the following information:

- a. the approved budget;
- b. a reporting of revenues;
- c. a reporting of expenditures;
- d. a financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and
- e. the status of all commission projects and work within the watershed;

Copies of said report shall be transmitted to the clerk of each member governmental unit.

Subdivision 21. Its books, reports and records shall be available for and open to inspection by its members at all reasonable times.

Subdivision 22. It may recommend changes in this agreement to its members.

Subdivision 23. It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by Minnesota Statutes, Sections 103B.201 through 103B.251.

Subdivision 24. It shall cooperate with the State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources in complying with the requirements of Chapter 103G of the Minnesota Statutes.

Subdivision 25. Each member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.

Subdivision 26. It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means of public participation.

Subdivision 27. Where the Commission is authorized or requested to review and make recommendations on any matter, the Commission shall act on such matter within sixty (60) days of receipt of the matter referred. Failure of the Commission to act within sixty (60) days shall constitute approval of the matter referred, unless the Commission requests and receives from the referring unit of government an extension of time to act on the matter referred. Where the Commission makes recommendation of any matter to a party, the governing body of a party not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the Commission within ten (10) days of its decision to act contrary to the Commission's recommendation. The Commission shall review the written statement and if

determined insufficient by the Commission, request written clarification within an additional ten (10) days.

METHOD OF PROCEEDING

VII.

Subdivision 1. The procedures to be followed by the Board in carrying out the powers and duties set forth in Article VI, Subdivisions 5, 6, 7, 8, 9, and 10, shall be as set forth in this article.

Subdivision 2. The Board has previously prepared the over all plan as required in Article VI, Subdivision 5. This plan shall be updated as required by state law. The Board shall proceed to implement said plan, and this implementation may be ordered by stages.

Subdivision 3. No project which will channel or divert additional waters to subdistrict and subtrunks which cross municipal boundaries shall be commenced by any member governmental unit prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

Subdivision 4. All construction, reconstruction, extension or maintenance of outlets for the various subdistrict and subtrunks, including outlets, lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system which involve construction by or assessment against any member governmental unit or against privately or publicly owned land within the watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified.

The Board shall secure from its engineers or some other competent persona report advising it in a preliminary way as to whether the proposed improvement is feasible and as to whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between members.

The Commission shall have authority to separate the watershed into subtrunks or subdistricts if the capital improvement project and costs only benefit a subtrunk or subdistrict area. If the Commission determines that a capital improvement and capital cost benefits only a subtrunk or subdistrict area it may so designate that said area shall be responsible for said costs and may allocate the costs to said area or areas rather than to the entire watershed.

The Board shall then hold a public hearing on the proposed improvement after mailed notice to the clerk of each member governmental unit within the Watershed. The Commission shall not be required to mail or publish notice except by said notice to the clerk. Said notice shall be mailed not less than 45 days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each member governmental unit. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the member governmental units or may take such other action as it deems necessary to carry out the purposes of this Commission.

To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project

shall require a favorable vote by two-thirds of all eligible votes of the then existing Board of the Commission. (In all cases other than for a capital improvement project, a majority vote of all eligible members of the Board shall be sufficient to order the work.) The order shall describe the improvement, shall allocate in percentages the cost allocation between the member governmental units, shall designate the engineers to prepare plans and specifications, and shall designate the member who will contract for the improvement in accordance with Subdivision 7 of this Article.

After the Board has ordered an improvement it shall forward to all member governmental units an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each member governmental unit to conduct hearings, in accordance with the provisions of the aforesated Chapter 429, or the charter requirements of any city, or to ascertain the method of financing which said member governmental unit utilize to pay its proportionate share of the costs of the improvement. Each member governmental unit shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.

If the Commission proposes to utilize Anoka County's bonding authority as set forth in Minnesota Statutes, Section 103B.251, or if the Commission proposes to certify all or any part of a capital improvement to Anoka County for payment, then and in that event all proceedings shall be carried out in accordance with the provisions set forth in said Section 103B.251.

Subdivision 5. The Board shall not order and no engineer shall be authorized by the Board to prepare plans and specifications before the Board has adopted a resolution ordering the improvement. The Board may order the advertising for bids upon receipt of notice from each member governmental unit who will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the members.

Subdivision 6. Any member governmental unit being aggrieved by the determination of the Board as to the allocation of the costs of said improvement shall have 30 days after the commission resolution ordering the improvement to appeal said determination. Said appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three persons; one to be appointed by the Board of Commissioners, one to be appointed by the appealing member governmental unit, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board. The third person selected shall not be a resident of any member governmental unit and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing member.

Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Chapter 572 of the Minnesota Statutes.

Subdivision 7. Contracts for Improvements. All contracts which are to be let as a result of the board's order to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes, and for which two or more member governmental units shall be responsible for the costs, shall be let in accordance with the provisions of Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the member governmental units, as ordered by the Board of Commissioners, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.

The Commission shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Chapter 429 or under the provisions of any City charter. This section shall not preclude the Commission from proceeding under Minnesota Statutes, Section 103B.251.

Subdivision 8. Contracts with Other Governmental Bodies. The Commission may exercise the powers set forth in Article VI, Subdivision 7, but said contracts for a capital improvement shall require a favorable vote of two-thirds majority of the eligible votes of the then existing members of the Commission.

Subdivision 9. Supervision. All improvement contracts awarded under the provisions of Subdivision 7 of this Article shall be supervised by the member governmental unit awarding said contract or said member governmental unit may contract or appoint any qualified staff member or members of the Commission to carry out said supervision, but each member agrees that the staff of this Commission shall be authorized to observe and review the work in progress and the members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The staff of this Commission shall report, advise and recommend to the Board on the progress of said work.

Subdivision 10. Land Acquisition. The Commission shall not have the power of eminent domain. The member governmental units agree that any and all easements or interest in land which are necessary will be negotiated or condemned in accordance with Chapter 117 of the Minnesota Statutes by the unit wherein said lands are located, and each member agrees to acquire the necessary easements or right-of-way or partial or complete interest in land upon order of the Board of Commissioners to accomplish the purposes of this agreement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a member governmental unit

determines it is in the best interests of that member to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other purposes, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each member governmental unit may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring municipality for said land acquisition to the extent that it benefits the other members of this agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board if feasible and necessary may defer said credits to a future project.

If any member unit refuses to negotiate or condemn lands as ordered by the Board, any other member may negotiate or condemn outside its corporate limits in accordance with the aforesaid Chapter 117. All members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another member within the Lower Rum River Watershed except upon order of the Board of this Commission.

The Commission shall have authority to establish land acquisition policies as a part of the overall plan.

Subdivision 11. Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Surface Water Management Act. All member governmental units agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any lands or into any water course or storm sewer draining into the Rum River or Mississippi River. The Board may investigate on its own initiative and shall investigate upon petition of any member all complaints relating to pollution of surface water or ground water draining to or affecting the Rum River or the Mississippi River or their tributaries. Upon a finding that the creek or surface waters or groundwater are being polluted, the Board shall order the member governmental unit to abate this nuisance and each member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

Subdivision 12. Local Water Management Plans. The Commission shall have power and authority to review the members' local water management plans, capital improvements relating to surface water management programs and official controls required by Minnesota Statutes Section 103B.235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources.

FINANCES

VIII.

Subdivision 1. The Commission funds may be expended by the Board in accordance with this agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board. The Board shall designate one or more national or state bank or

trust companies, authorized by Chapters 118 and 427 of the Minnesota Statutes to receive deposits of public moneys and to act as depositories for the Commission funds. In no event shall there be a disbursement of Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or Authorized Deputy Treasurer. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.

Subdivision 2. Each member agrees to contribute each year to a general fund, said fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of an over all plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain devices to measure hydrological and water quality data. Said funds may also be used for normal maintenance of the facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with Subdivision 5 of this Article. The annual contribution by each member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each member within the boundaries of the Watershed each year to the total area in the Lower Rum River Watershed governed by this Agreement.

Subdivision 3.

- (a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 4. Each member agrees to contribute to said fund its proportionate share of the engineering, legal and administrative costs as determined by the Commission as the amount to be assessed against each member as a cost of the improvement. The Board shall submit in writing a statement to each member, setting forth in detail the expenses incurred by the Commission for each project. Each member further agrees to pay to or contract with the member governmental unit awarding said contract for the improvement, its proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivision 4. The member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the member being billed agrees to pay its proportionate share of said improvement costs within 30 days after receipt of the statement. The member awarding the contract shall advise other contributing members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.
- (b) Notwithstanding the provisions of paragraph (a) of this subdivision, the Commission may by a vote of 2/3rds of all eligible votes of the then existing members of the Commission decide to proceed to fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan pursuant to the authority and subject to the provisions set forth in Minnesota Statutes, Section 103B.251. It is expressed as a goal of this Agreement that cost sharing of capital

improvement costs be assigned and agreed to by members pursuant to Article VIII, Subdivision 5, Subsections 1 and 2 of this Agreement. Without such agreement, all improvements will be constructed pursuant to Minnesota Statutes, Section 103B.251. The Commission and Anoka County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Anoka County pursuant to Minnesota Statutes, Section 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Anoka County based upon a tax levy resolution adopted by a majority vote of all eligible members of the Commission and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the Commission shall be required to follow the hearing process established by Minnesota Statutes, Sections 103D.915 and 103D.921 and acts a mandatory thereof and in addition thereto. Mailed notice shall be sent to the Clerk of each member municipality at least 30 days prior to the hearing.

Subdivision 4. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing members of the Board.

The secretary of the Board shall certify the budget on or before July 1 to the clerk of each member governmental unit together with a statement of the proportion of the budget to be provided by each member.

The Council of each member agrees to review the budget, and the Board shall upon notice from any member received prior to August 1, hear objections to the budget, and may, upon notice to all members and after a hearing, modify or amend the budget, and then give notice to the members of any and all modifications or amendments.

Each member agrees to provide the funds required by the budget and said determination shall be conclusive if no member enters objections in writing on or before August 1. If no objections are submitted to the Board, each member agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible voters of then existing members of the Board.

The schedule of payments by the members shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.

Upon notice and hearing, the Board by a favorable vote of a majority of all eligible votes of then existing members may adopt a supplemental budget requiring additional payments by the members within 60 days of its adoption but in no event shall the budget require any member to contribute in excess of one half of one percent of the net tax capacity of all taxable property within the watershed and within the member's corporate boundaries in any one calendar year.

Members' attention is drawn to Minnesota Statutes, Section 103B.245, which authorizes a Watershed Management Tax District to be created within each member City to pay the costs of planning and for the purpose of paying capital costs and/or normal and routine maintenance of facilities.

Subdivision 5. Cost Allocation. General costs of operating the Commission shall be as set forth in Article VIII, Subdivision 2. The Commission shall apportion costs of any capital improvements to the respective members based upon a negotiated agreement to be arrived at by members who have lands in the subdistrict. In the event a negotiation cannot be reached, the distribution of costs will be determined through the arbitration process described in Article VII Subd. 6.

MISCELLANEOUS PROVISIONS

IX.

Subdivision 1. The Commission shall not have the power to issue certificates, warrants or bonds.

Subdivision 2. The Commission shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the corporate member wherein said lands are located.

Subdivision 3. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the member wherein said lands are located. It shall have the power to require any member to contribute the costs allocated or assessed according to the other provisions of this agreement.

Subdivision 4. Each member agrees that it will not directly or indirectly collect or divert any additional surface water to the Lower Rum River or the Mississippi River or their tributaries from any subdistrict or subtrunk without a permit from the Board of Commissioners. Permits may be granted by the Board for a member to proceed with the construction or reconstruction of improvements within the individual corporate members' boundaries and at its sole cost upon a finding:

- (1) that there is an adequate outlet;
- (2) that said construction is in conformance with the overall plan;
- (3) that the construction will not adversely affect other members of this agreement.

Subdivision 5. Any member who is more than 60 days in default in contributing its share to the general fund shall have the vote of its Board member suspended pending the payment of its proportionate share.

Any member who is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting member shall upon application of the contracting member have the vote of its Board member suspended, pending the payment of its proportionate share.

Any Board member whose vote is under suspension shall not be considered as an eligible

member as such membership affects the number of votes required to proceed on any matter under consideration by the Board.

Subdivision 6. Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the member to act under a court order.

DURATION

X.

Subdivision 1. Each member agrees to be bound by the terms of this agreement until January 1, 2005, and it may be continued thereafter at the option of the parties.

Subdivision 2. This agreement may be terminated prior to January 1, 2005, by the unanimous consent of the members or if for any reason the Commission is reduced to less than three members. If the agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

Subdivision 3. In addition to the manner provided in Subdivision 2 for termination, any member may petition the Board to dissolve the agreement. Upon 30 days notice in writing to the clerk of each member governmental unit and the Board of Water and Soil Resources and Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Boardmembers, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each member governmental unit and if ratified by three-fourths of the councils of all eligible members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

DISSOLUTION

XI.

Upon dissolution of the Commission, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

EFFECTIVE DATE

XII.

This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all four members for the Lower Rum River Watershed area to be governed by this Agreement. Said resolution shall be filed with the City Manager of the City of Anoka, who shall notify all members in writing of its effective date. The effective date of the new amended Joint Powers Agreement shall be when approved by all the Cities and when the Mayor and other authorized City representatives have executed the amended agreement.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes, Sections 103B.211 and 471.59.

Approved by the City Council

CITY OF ANDOVER

September 5 1995 By J. E. McKelvey
Attest Sitina Bell

Approved by the City Council

CITY OF ANOKA

July 24 1995 By Pete R. Bely Mayor
Attest Mark Nagel

Approved by the City Council

CITY OF COON RAPIDS

August 15, 1995 By William L. Thompson
Attest Robert L. Suehle

Approved by the City Council

CITY OF RAMSEY

June 27, 1995 By [Signature]
Attest [Signature]

AMENDMENT TO JOINT AND COOPERATIVE AGREEMENT FOR THE
ESTABLISHMENT OF THE LOWER RUM RIVER WATERSHED MANAGEMENT
ORGANIZATION TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF
THE LOWER RUM RIVER WATERSHED

THIS AMENDMENT is made and entered into as of the date of execution by all of the cities of Andover, Anoka, Coon Rapids and Ramsey, Minnesota (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties have entered into a Joint Powers Agreement, effective September 5, 1995, entitled the JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE LOWER RUM RIVER WATERSHED (the "Joint Powers Agreement"); and

WHEREAS, the Joint Powers Agreement established the Lower Rum River Watershed Management Commission (the "Commission"), a watershed management organization pursuant to and in accordance with the Metropolitan Surface Water Management Act, Minn. Stat. § 103B.201, et.seq., and Minn. Stat. § 471.59; and

WHEREAS, the Joint Powers Agreement expired by its terms on January 1, 2005; and

WHEREAS, the Commission has continued to act and exercise its powers and duties as a watershed management organization, notwithstanding the expiration of the Joint Powers Agreement; and

WHEREAS, the Parties have indicated an intent that the Commission continue to act as a watershed management organization for the Lower Rum River Watershed and to continue to do so in the future; and

WHEREAS, the Parties have ratified the acts of the Commission from January 1, 2005 to the effective date of this Amendment.

NOW, THEREFORE, on the basis of the premises and mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. The Commission shall continue in existence effective January 1, 2005 until the termination of the Commission in accordance with the terms of the Joint Powers Agreement.
2. All acts of the Commission from January 1, 2005 to the effective date of the Amendment to the Joint Powers Agreement are approved, confirmed and ratified in all respects by the Parties, acting through their City Councils.

3. Article X, Subdivision 1 is amended to read as follows:

Subdivision 1. Each member agrees to be bound by the terms of this agreement until January 1, 2015, and it may be continued thereafter at the option of the Parties.

4. Article X, Subdivision 2 of the Joint Powers Agreement is amended to read as follows:

Subdivision 2. This agreement may be terminated prior to January 1, 2015, by the unanimous consent of the members or if for any reason the Commission is reduced to less than three members. If the agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

5. Except as modified herein, the Joint Powers Agreement shall remain in full force and effect.

6. This Agreement shall be effective upon ratification by the City Councils of all of the Parties and the execution of this Agreement by all Parties. Upon receipt of certified copies of resolutions approving the Amendment to this Agreement and executed copies of the Amendment by all of the Parties, the Secretary of the Commission shall supply to the City Clerk of each of the Parties a copy of the resolutions and of the signed agreement.

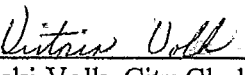
7. This Amendment may be executed in several counterparts, each of which, when assembled to include an original signature for each of the Parties, will constitute a complete and fully executed original.

IN WITNESS WHEREOF, the undersigned, as duly authorized by action of their City Council, have caused this Agreement to be executed in accordance with the Authority of Minn. Stats. §§ 103B.211 and 471.59.

CITY OF ANDOVER

Dated: 11-6-07

By: 
Mike Gamache, Mayor

And by: 
Vicki Volk, City Clerk

Dated: October 15, 2007

CITY OF ANOKA

By: *Bjorn Skogquist*
Bjorn Skogquist, Mayor

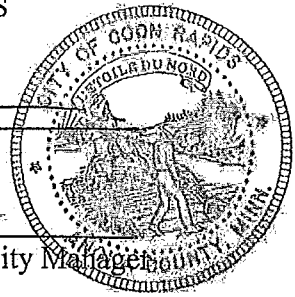
And by: *Tim Czuikshank*
Tim Czuikshank, City Manager

Dated: October 2, 2007

CITY OF COON RAPIDS

By: *Tim Howe*
Tim Howe, Mayor

And by: *Matthew Fulton*
Matthew Fulton, City Manager



Dated: October 24, 2007

CITY OF RAMSEY

By: *Tom Gamec*
Tom Gamec, Mayor

And by: *Jo Thieling*
Jo Thieling, City Clerk

**AMENDED AND RESTATED JOINT AND COOPERATIVE AGREEMENT
FOR THE ESTABLISHMENT OF
THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE
LOWER RUM RIVER WATERSHED**

PREFACE

The Lower Rum River Watershed lying East of the Mississippi River is a watershed that is basically a direct tributary to the Mississippi River. It encompasses all or parts of the cities of Andover, Anoka and Ramsey (the "Member Cities").

Minnesota Laws of 1982, Chapter 509, now codified as Minnesota Statutes 2012, Sections 103B.201 through 103B.255 mandated that all watersheds within the seven county Metropolitan area must be governed by a watershed management organization. The watershed is authorized to organize under a joint powers agreement pursuant to Minnesota Statutes, Sections 471.59 and 103B.211. If such an organization is not created, Anoka County shall petition for the establishment of a watershed district under Minnesota Statutes, Chapter 103D. All the cities in the Lower Rum River Watershed expressed a desire in 1985 to create a joint powers group rather than a watershed district and now desire to adopt an amended joint powers agreement to establish a watershed management organization, which will comply with the current law for management of the watershed. It is the belief of these three cities that a joint powers group will provide more efficient planning and administration of the Lower Rum River Watershed if the watershed is managed under a joint powers agreement. The goal is to leave as much control as possible with the three individual Member Cities.

It has been determined by the three Member Cities that they desire to proceed under a Joint Powers Agreement rather than under Minnesota Statutes, Chapter 103D as a watershed district. Each party to this agreement has been fully advised that the watershed management organization being created shall have the powers and responsibilities set forth in the Metropolitan Surface Water Management Act, Minnesota Statutes, Sections 103B.201 through 103B.255 and as amended by this Agreement. It is further understood and agreed that it is the intent of this agreement to assign to the watershed management organization, which has operated since 1985, the additional powers and duties assigned by the Minnesota legislature. The management of water resources is a rapidly changing field and new laws and regulations are being adopted and amended frequently and it should not be necessary to amend this agreement every time the legislature enacts a new law.

Each Member City further recognizes that this is a binding contract and failure to cooperate or to carry out a Member City's responsibilities will result in a breach of this contract.

The purpose of this organization shall be to assist the three Member Cities to preserve and use natural water storage and retention systems to:

1. Protect and preserve natural surface and groundwater storage and retention systems;
2. Minimize public capital expenditures needed to correct flooding and water quality problems;
3. Identify and plan for means to effectively protect and improve surface water and groundwater quality;
4. Establish more uniform local policies and official controls for surface water and groundwater management;
5. Prevent erosion of soil into surface water systems;
6. Promote groundwater recharge;
7. Protect and enhance fish and wildlife habitat and water recreational facilities;
8. Secure other benefits associated with the proper management of surface and groundwater; and
9. Promote and encourage cooperation among Member Cities in coordinating local surface water and groundwater plans and awareness of their neighbors' problems and to protect the public health, safety, and general welfare.

The Lower Rum River Watershed waters flow through many sub-watersheds directly to the Rum River and the Mississippi River. It is not anticipated that the Lower Rum River Watershed Management Organization will have many capital improvement projects; if it does, it is hereby expressed that the intent of this Agreement is to encourage that the solutions should be handled by agreements between the Member Cities.

It is the intent of this Agreement to subject the Member Cities to a common set of policies and to comply in all respects with the provisions of the Metropolitan Surface Water Management Act.

The purpose of this Preface is to clarify and establish for any court of review or any arbitrator or for the council members of the Member Cities the reasons and purpose for this joint and cooperative venture. The Member Cities realize that the success or failure of the Lower Rum River Watershed Organization created by this Agreement is dependent upon the sincere desire of each Member City to cooperate in the exercise of a joint power to solve joint problems. Each Member City hereby agrees to be bound by this agreement and pledges its cooperation.

JOINT AND COOPERATIVE AGREEMENT

The parties to this Agreement are governmental units of the State of Minnesota, all of

which have lands that drain surface water within the Lower Rum River Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm water management facilities to improve water quality, to promote groundwater recharge, and to protect, promote and preserve water resources within the Watershed. This agreement is made pursuant to the authority of Minnesota Statutes 2012, Sections 103B.201 through Section 103B.255 and Section 471.59.

NAME

I.

The parties hereby create and establish the Lower Rum River Watershed Management Organization.

GENERAL PURPOSE

II.

The general purpose of this agreement is to provide an organization that can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channels for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part, drainage systems within the watershed area; to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution and the improvement of water quality; to promote ground water recharge; and to protect and enhance fish and wildlife habitat and water recreational facilities. In addition to the aforesated purposes, the organization hereby created shall serve as the watershed management organization for the Lower Rum River Watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Sections 103B.201 through 103B.255.

DEFINITIONS

III.

For the purposes of this Agreement, the terms used herein shall have the meanings as defined in this article.

Subdivision 1. “Lower Rum River Watershed Management Organization” or “LRRWMO” means the organization created by this agreement. It shall be a public agency of its members and a watershed management organization as defined in Minnesota Statutes, Section 103B.211.

Subdivision 2. “Board” means the Board of Commissioners of the LRRWMO, consisting of one Commissioner from each Member City or, in the absence of that Commissioner, that Member City’s Alternate Commissioner. The Board shall be the governing body of the LRRWMO.

Subdivision 3. “Council” means the governing body of a Member City.

Subdivision 4. "Member City" means a city that enters into this agreement.

Subdivision 5. "Lower Rum River Watershed" or "Watershed" means the area generally contained within a line drawn around the extremities of all terrain with surface drainage that is tributary to the Lower Rum River and the Mississippi River and within the mapped areas delineated on the map filed with the Board of Water and Soil Resources originally filed pursuant to Minnesota Statutes, Section 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B, as such map has been amended with approval of the Board of Soil and Water Resources.

MEMBERSHIP

IV.

The Member Cities of the LRRWMO shall be the City of Andover, the City of Anoka and the City of Ramsey.

The LRRWMO may, with the ratification of the Councils of all Member Cities, invite other units of government within the Rum River Watershed to become parties to this Agreement, and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

No change in governmental boundaries, structure or organizational status shall affect the eligibility of the Member City to be represented on the LRRWMO, so long as such Member City continues to exist as a separate political subdivision.

BOARD OF COMMISSIONERS

V.

Subdivision 1. The governing body of the LRRWMO shall be its Board. Each Member City shall be entitled to appoint one representative on the Board, and one alternate who may sit when the representative is not in attendance and said representative or alternate representative shall be called a "Commissioner" and "Alternate Commissioner", respectively.

Subdivision 2. The Council of each Member City shall determine the eligibility or qualification of its Commissioner and the terms of each Commissioner shall be as established by each individual Member City.

Subdivision 3. The term of each Commissioner and Alternate Commissioner appointed by each Member City shall be as determined by each Member City and until their successors are selected and qualify.

Any vacancy shall be filled for the unexpired term of any Commissioner by the Council of the Member City that appointed said Commissioner. Each Member City agrees to publish a notice of vacancies resulting from the expiration of a Commissioner's or Alternate Commissioner's term or when a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2.

Subdivision 4. Each Member City agrees that its representative Commissioner will not be removed from the Board prior to the expiration of the Commissioner's term, unless said Commissioner consents in writing or unless said Member City has presented the Commissioner with charges in writing and has held a public hearing after reasonable notice to the Commissioner.

A Member City may remove a Commissioner or an Alternate Commissioner for just cause or for violation of a Code of Ethics of the Commission or a Member City, or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Council of the Member City that appointed the Commissioner.

A Commissioner who is an elected official of a Member City, and who is not reelected, may be removed by the appointing Member City at the Member City's discretion. Any decision by a Member City to remove a Commissioner may be appealed to the Board of Water and Soil Resources. A certified copy of the Member City Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board and shall show compliance with the terms of this section.

Subdivision 5. Each Member City shall within 30 days of appointment file with the Secretary of the Board a record of the appointment of its Commissioner and its Alternate Commissioner. The LRRWMO shall notify the Board of Water and Soil Resources of Commissioner appointments and vacancies within 30 days after receiving notice from the Member Cities. Member Cities shall fill all vacancies within 90 days after the vacancy occurs.

Subdivision 6. Commissioners shall serve without compensation from the LRRWMO, but this shall not prevent a Member City from providing compensation for its Commissioner for serving on the Board, if such compensation is authorized by such Member City and by law. LRRWMO funds may be used to reimburse a Commissioner or Alternate Commissioner for expenses incurred in performing LRRWMO business if authorized by the Board.

Subdivision 7. At the first meeting of the Board and in February of each year thereafter, the Board shall elect from its Commissioners a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or as soon thereafter as it may be reasonably done, the Board shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that a ten-day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent. A majority vote of all eligible votes of the then existing Commissioners shall be sufficient to adopt any proposed amendment to such rules and regulations.

The Board shall notify each Member City of the location and time of regular and special meetings called or established by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Chapter 13D.

POWERS AND DUTIES OF THE BOARD
VI.

Subdivision 1. The LRRWMO, acting by its duly appointed Board of Commissioners, shall as it relates to flood control, water quality, ground water recharge and water conservation or in the construction of facilities and other duties as set forth in Minnesota Statutes, Chapter 103B and in Rules and Regulations of the Board of Water and Soil Resources, have the powers and duties set out in this Article and as prescribed by law.

Subdivision 2. It may employ such persons or contract with consultants as it deems necessary to accomplish its duties and powers, and any such persons or consultants shall be considered LRRWMO staff.

Subdivision 3. It may contract for space and for material and supplies to carry on its activities either with a Member City or elsewhere.

Subdivision 4. It may acquire necessary personal property to carry out its powers and its duties.

Subdivision 5. It shall develop an overall plan containing a capital improvement program within a reasonable time after qualifying, and said plan shall meet all of the requirements as established in Minnesota Statutes, Chapter 103B. Said overall plan shall establish a comprehensive goal for the development of the Lower Rum River Watershed and shall establish a proposed procedure for accomplishing the purposes of the LRRWMO as set forth in Article II.

Subdivision 6. It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the LRRWMO is organized.

Subdivision 7. It may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 8. It may, if necessary to implement the plan, order any Member City or Member Cities to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Lower Rum River Watershed.

The Member Cities further understand and agree that the LRRWMO in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The LRRWMO will also consider the ability of the Member Cities to fund the enforcement of local controls and any ordered capital improvements. The LRRWMO shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

Subdivision 9. It may order any Member City or Member Cities to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works or other improvements

necessary to implement the overall plan.

The Member Cities further understand and agree that the LRRWMO in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The LRRWMO will also consider the ability of the Member Cities to fund the enforcement of local controls and any ordered capital improvements. The LRRWMO shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

Subdivision 10. It shall regulate, conserve and control the use of storm and surface water and groundwater within the Watershed necessary to implement the overall plan.

Subdivision 11. It shall contract for or purchase such insurance as the Board deems necessary for the protection of the LRRWMO.

Subdivision 12. It may establish and maintain devices for acquiring and recording hydrological and water quality data within the Watershed.

Subdivision 13. It may enter upon lands, in a lawful manner, within or without the Watershed to make surveys and investigations to accomplish the purposes of the LRRWMO. The LRRWMO shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by Minnesota Statutes, Section 466.05.

Subdivision 14. It shall provide any Member City with technical data or any other information of which the LRRWMO has knowledge that will assist the Member City in preparing land use classifications or local water management plans within the Watershed.

Subdivision 15. It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Member Cities and any other political subdivision, commission, board or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of LRRWMO funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Commissioners.

Subdivision 16. It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the LRRWMO not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.

Subdivision 17. It may collect monies, subject to the provisions of this agreement, from its Member Cities, Anoka County and from any other source approved by a majority of its Commissioners.

Subdivision 18. It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may

enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Subdivision 19. It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

Subdivision 20. It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the LRRWMO and shall make and file a report to its Member Cities at least once each year including the following information:

- a. the approved budget;
- b. a reporting of revenues;
- c. a reporting of expenditures;
- d. a financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and
- e. the status of all LRRWMO projects and work within the Watershed;

Copies of said report shall be transmitted to the Clerk of each Member City.

Subdivision 21. Its books, reports and records shall be available for and open to inspection by its Member Cities at all reasonable times.

Subdivision 22. It may recommend changes in this agreement to its Member Cities.

Subdivision 23. It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by Minnesota Statutes, Sections 103B.201 through 103B.255.

Subdivision 24. It shall cooperate with the State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources in complying with the requirements of Minnesota Statutes, Chapter 103G.

Subdivision 25. Each Member City reserves the right to conduct separate or concurrent studies on any matter under study by the LRRWMO.

Subdivision 26. It shall establish a procedure for establishing citizen or technical advisory committees and provide other means of public participation.

Subdivision 27. Where the LRRWMO is authorized or requested to review and make recommendations on any matter, the LRRWMO shall act on such matter within sixty (60) days of receipt of the matter referred. Failure of the LRRWMO to act within sixty (60) days shall constitute approval of the matter referred, unless the LRRWMO requests and receives from the

referring unit of government an extension of time to act on the matter referred. Where the LRRWMO makes recommendation of any matter to a Member City, the Council of a Member City not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the LRRWMO within ten (10) days of its decision to act contrary to the LRRWMO's recommendation. The LRRWMO shall review the written statement and if determined insufficient by the LRRWMO, request written clarification within an additional ten (10) days.

METHOD OF PROCEEDING VII.

Subdivision 1. The procedures to be followed by the Board in carrying out the powers and duties set forth in Article VI, Subdivisions 5, 6, 7, 8, 9, and 10, shall be as set forth in this Article.

Subdivision 2. The Board has previously prepared the overall plan as required in Article VI, Subdivision 5. This plan shall be updated as required by state law. The Board shall proceed to implement said plan, and this implementation may be ordered by stages.

Subdivision 3. No project that will channel or divert additional waters to subdistrict and subtrunks that cross municipal boundaries shall be commenced by any Member City prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

Subdivision 4. Ordering Improvements. All construction, reconstruction, extension or maintenance of outlets for the various subdistrict and subtrunks, including outlets, lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system that involve construction by, or assessment against, any Member City or against privately or publicly owned land within the Watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified.

The Board shall secure from its engineers or some other competent person a report advising it in a preliminary way as to whether the proposed improvement is feasible and whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between Member Cities.

The Board shall then hold a public hearing on the proposed improvement after mailed notice to the Clerk of each Member City. The Board shall not be required to mail or publish notice except by said notice to the Clerk. Said notice shall be mailed not less than 45 days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each Member City. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the Member Cities or may take such other action as it deems necessary to carry out the purposes of the LRRWMO.

To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. (In all cases other than for a capital improvement project, a majority vote of all eligible Commissioners shall be sufficient to order the work.) The order shall describe the improvement, shall allocate in percentages the cost between the Member Cities, shall designate the engineers to prepare plans and specifications, and shall designate the Member City that will contract for the improvement in accordance with Subdivision 7 of this Article. In determining how costs of a capital improvement shall be allocated among Member Cities, the Board shall consider whether the improvement benefits one or more subwatersheds rather than the Lower Rum River Watershed as a whole.

After the Board has ordered an improvement it shall forward to all Member Cities an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each Member City to conduct hearings, in accordance with the provisions of the aforesaid Chapter 429, or the charter requirements of any city, or to ascertain the method of financing that said Member City will utilize to pay its proportionate share of the costs of the improvement. Each Member City shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.

If the LRRWMO proposes to utilize Anoka County's bonding authority as set forth in Minnesota Statutes, Section 103B.251, or if the LRRWMO proposes to certify all or any part of a capital improvement to Anoka County for payment, then and in that event all proceedings shall be carried out in accordance with the provisions set forth in said Section 103B.251.

Subdivision 5. Any Member City being aggrieved by the determination of the Board as to the allocation of the costs of said improvement shall have 30 days after the Board resolution ordering the improvement to appeal said determination. Failure of a Member City to appeal the determination of the Board within such 30-day period shall be deemed to be consent to and agreement with the cost allocation in the Board's resolution. An appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the Member City's appeal shall be referred to a board of arbitration. The board of arbitration shall consist of three persons; one to be appointed by the Board, one to be appointed by the appealing Member City, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board of arbitration. The third person selected shall not be a resident of any Member City and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the LRRWMO and the appealing Member City. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minnesota Statutes, Chapter 572B. Arbitration shall be non-binding unless the LRRWMO and the appealing Member City agree to binding arbitration. If the parties agree to binding arbitration the decision of the board of arbitration shall be final and the parties to the arbitration will be deemed to have consented to

and agreed with the decision. If these parties do not agree to binding arbitration, any party that does not agree with and consent to the decision of the board of arbitration must notify the Board in writing within 30 days of receipt of the decision of the board of arbitration that it does not consent to or agree with the decision. Failure to so notify the Board shall be deemed consent to and agreement with the decision of the board of arbitration. Unless the parties agree with the decision of the board of arbitration, capital improvements can only be funded in accordance with Minnesota Statutes, Section 103B.251, or secured from other sources.

Subdivision 6. The Board shall not order and no engineer shall be authorized by the Board to prepare plans and specifications before the Board has adopted a resolution ordering the improvement. The Board may order the advertising for bids upon receipt of notice from each Member City that will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the Member City.

Subdivision 7. Contracts for Improvements. All contracts that are to be let as a result of the Board's order to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes, and for which two or more Member Cities shall be responsible for the costs, shall be let in accordance with the provisions of Minnesota Statutes, Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the Member Cities, as ordered by the Board, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.

The LRRWMO shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Minnesota Statutes, Chapter 429 or under the provisions of any City charter. This section shall not preclude the LRRWMO from proceeding under Minnesota Statutes, Section 103B.251.

Subdivision 8. Contracts with Other Governmental Bodies. The LRRWMO may exercise the powers set forth in Article VI, Subdivision 7, but said contracts for a capital improvement shall require a favorable vote of two-thirds majority of the eligible votes of the then existing Commissioners.

Subdivision 9. Supervision. All improvement contracts awarded under the provisions of Subdivision 7 of this Article shall be supervised by the Member City awarding said contract or said Member City may contract or appoint any qualified staff member or members of the LRRWMO to carry out said supervision, but each Member City agrees that the staff of the LRRWMO shall be authorized to observe and review the work in progress and the Member Cities agree to cooperate with the LRRWMO staff in accomplishing the purposes of the LRRWMO. Representatives of the LRRWMO shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The staff of the LRRWMO shall report, advise and recommend to the Board on

the progress of said work.

Subdivision 10. Land Acquisition. The LRRWMO shall not have the power of eminent domain. The Member Cities agree that any and all easements or interests in land that are necessary will be negotiated or condemned in accordance with Minnesota Statutes, Chapter 117 by the Member City wherein said lands are located, and each Member City agrees to acquire the necessary easements or right-of-way or partial or complete interest in land upon order of the Board to accomplish the purposes of this agreement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a Member City determines it is in the best interests of that Member City to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other purposes, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each Member City may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member City for said land acquisition to the extent that it benefits the other Member Cities. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

If any Member City refuses to negotiate or condemn lands as ordered by the Board, any other Member City may negotiate or condemn outside its corporate limits in accordance with Minnesota Statutes, Chapter 117. All Member Cities agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member City within the Lower Rum River Watershed except upon order of the Board.

The LRRWMO shall have authority to establish land acquisition policies as a part of the overall plan.

Subdivision 11. Pollution Control and Water Quality. The LRRWMO shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Surface Water Management Act. All Member Cities agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any lands or into any water course or storm sewer draining into the Rum River or Mississippi River. The Board may investigate on its own initiative and shall investigate upon petition of any Member City all complaints relating to pollution of surface water or ground water draining to or affecting the Rum River or the Mississippi River or their tributaries. Upon a finding that the creek or surface waters or groundwater are being polluted, the Board shall order the Member City to abate this nuisance and each Member City agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

Subdivision 12. Local Water Management Plans. The LRRWMO shall have power and authority to review the Member Cities' local water management plans, capital improvements relating to surface water management programs and official controls required by Minnesota Statutes, Section 103B.235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources.

FINANCES VIII.

Subdivision 1. The LRRWMO funds may be expended by the Board in accordance with this agreement and in accordance with the procedures as established by law and as may be determined by the Board. The Board shall designate one or more national or state bank or trust companies, authorized by Minnesota Statutes, Chapters 118 and 427 to receive deposits of public moneys and to act as depositories for the LRRWMO funds. In no event shall there be a disbursement of LRRWMO funds without the signature of at least two Board members, one of whom shall be the Treasurer or Authorized Deputy Treasurer. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The LRRWMO shall pay the premium on said bond.

Subdivision 2. Each Member City agrees to contribute each year to a general fund, said fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of an overall plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain devices to measure hydrological and water quality data. Said funds may also be used for normal maintenance of the facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with Subdivision 5 of this Article. The annual contribution by each Member City shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member City within the boundaries of the Watershed each year to the total area in the Lower Rum River Watershed governed by this Agreement.

Subdivision 3.

- (a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 4. In all cases in which capital improvements are to be paid in whole or in part by Member Cities, each Member City agrees to contribute to said fund its agreed-upon proportionate share of the engineering, legal and administrative costs as determined in accordance with Article VII, Subdivisions 4 and 5 as the amount to be assessed against each Member City as a cost of the improvement. The Board shall submit in writing a statement to each Member City, setting forth in detail the expenses incurred by the LRRWMO for each project. Each Member City further agrees to pay to or contract with the Member City awarding said contract for the improvement, its agreed-upon proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivisions 4 and 5. The Member City awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the Member City being billed agrees to pay its proportionate share of said improvement costs within 30 days after receipt of the statement. The Member City awarding the contract shall advise other contributing Member Cities of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.

- (b) The LRRWMO and Anoka County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Anoka County pursuant to Minnesota Statutes, Section 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Anoka County based upon a tax levy resolution adopted by a majority vote of all eligible Commissioners and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the LRRWMO shall be required to follow the hearing process established by Minnesota Statutes, Sections 103D.915 and 103D.921. Mailed notice shall be sent to the Clerk of each Member City at least 30 days prior to the hearing.

Subdivision 4. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.

The secretary of the Board shall certify the budget on or before July 1 to the Clerk of each Member City together with a statement of the proportion of the budget to be provided by each Member City.

The Council of each Member City agrees to review the budget, and the Board shall upon notice from any Member City received prior to August 1, hear objections to the budget, and may, upon notice to all Member Cities and after a hearing, modify or amend the budget, and then give notice to the Member Cities of any and all modifications or amendments.

Each Member City agrees to provide the funds required by the budget and said determination shall be conclusive if no Member City enters objections in writing on or before August 1. If no objections are submitted to the Board, each Member City agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible voters of then existing Commissioners.

The schedule of payments by the Member Cities shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.

Upon notice and hearing, the Board by a favorable vote of a majority of all eligible votes of then existing Commissioners may adopt a supplemental budget requiring additional payments by the Member Cities within 60 days of its adoption but in no event shall the budget require any Member City to contribute in excess of one half of one percent of the net tax capacity of all taxable property within the Watershed and within the Member City's corporate boundaries in any one calendar year.

Member Cities' attention is drawn to Minnesota Statutes, Section 103B.245, which authorizes a Watershed Management Tax District to be created within each Member City to pay the costs of planning and for the purpose of paying capital costs and/or normal and routine

maintenance of facilities.

Subdivision 5. Cost Allocation. General costs of operating the LRRWMO shall be as set forth in Article VIII, Subdivision 2. Costs of capital projects to be paid by Member Cities will be determined in accordance with Articles VII, Subdivisions 4 and 5 and paid in accordance with Article VIII, Subdivision 3.

MISCELLANEOUS PROVISIONS

IX.

Subdivision 1. The LRRWMO shall not have the power to issue certificates, warrants or bonds.

Subdivision 2. The LRRWMO shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the Member City wherein said lands are located.

Subdivision 3. The LRRWMO shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member City wherein said lands are located. The LRRWMO shall have the power to require any Member City to contribute the costs allocated or assessed according to the other provisions of this agreement.

Subdivision 4. Each Member City agrees that it will not directly or indirectly collect or divert any additional surface water to the Lower Rum River or the Mississippi River or their tributaries from any subdistrict or subtrunk without a permit from the Board. Permits may be granted by the Board for a Member City to proceed with the construction or reconstruction of improvements within the Member City's boundaries and at its sole cost upon a finding:

- (1) that there is an adequate outlet;
- (2) that said construction is in conformance with the overall plan;
- (3) that the construction will not adversely affect other Member Cities.

Subdivision 5. Any Member City that is more than 60 days in default in contributing its share to the general fund shall have the vote of its Commissioner suspended pending the payment of its proportionate share.

Any Member City that is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting Member City shall upon application of the contracting Member City have the vote of its Commissioner suspended, pending the payment of its proportionate share.

Any Member City whose vote is under suspension shall not be considered as an eligible Member City as such membership affects the number of votes required to proceed on any matter under consideration by the Board.

Subdivision 6. Enforcement. Member Cities agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member City to act under a court order.

DURATION

X.

Subdivision 1. Each Member City agrees to be bound by the terms of this agreement until January 1, 2025, and it may be continued thereafter at the option of the Member Cities.

Subdivision 2. This agreement may be terminated prior to January 1, 2025, by the unanimous consent of the Member Cities or if for any reason the LRRWMO is reduced to less than three Member Cities. If the agreement is to be terminated, a notice of the intent to dissolve the LRRWMO shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

Subdivision 3. In addition to the manner provided in Subdivision 2 for termination, any Member City may petition the Board to dissolve the agreement. Upon 30 days' notice in writing to the Clerk of each Member City and the Board of Water and Soil Resources and Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the LRRWMO be dissolved. Said Resolution shall be submitted to each Member City and if ratified by two-thirds of the Councils of all Member Cities within 60 days, said Board shall dissolve the LRRWMO allowing a reasonable time to complete work in progress and to dispose of personal property owned by the LRRWMO.

DISSOLUTION

XI.

Upon dissolution of the LRRWMO, all property of the LRRWMO shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Member Cities. Such distribution of LRRWMO assets shall be made in proportion to the total contribution to the LRRWMO as required by the last annual budget.

EFFECTIVE DATE

XII.

This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all three Member Cities, for the Lower Rum River Watershed area to be governed by this Agreement. Said resolution shall be filed with the City Manager of the City of Anoka, who shall notify all Member Cities in writing of its effective date. The effective date of the new amended Joint Powers Agreement shall be when approved by all the Member Cities and when the Mayor and other authorized City representatives have executed the amended agreement.


IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes, Sections 103B.211 and 471.59.

Approved by the City Council

CITY OF ANDOVER

September 2, 2014

By: 

Attest: 

Approved by the City Council

CITY OF ANOKA

Dated: July 7, 2014

By: 

Attest: 

Approved by the City Council

August 26, 2014

CITY OF RAMSEY

By: Saul Ho

Attest: Clark M. Hilling

Summary report:	
Litera Compare for Word 11.7.0.54 Document comparison done on 5/12/2024 11:21:16 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: dm://DOCSOPEN/438695/5	
Modified DMS: dm://DOCSOPEN/951303/1	
Changes:	
<u>Add</u>	515
Delete	342
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	857

*Comments back
by October mtg.*

*extend 30 days to 60
days*

~~AMENDED AND RESTATED JOINT AND COOPERATIVE AGREEMENT
FOR THE ESTABLISHMENT OF
THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT
TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE
LOWER RUM RIVER WATERSHED~~

THIS JOINT POWERS AGREEMENT is made and entered into by and among the cities of Andover, Anoka, and Ramsey. The cities that are parties to this Agreement may hereafter be referred to individually as a "Member" or collectively as the "Members."

PREFACERECITALS

A. The Lower Rum River Watershed ~~lying is located~~ East of the Mississippi River ~~is a watershed that is basically~~ and is essentially a direct tributary to the Mississippi River. ~~H~~The watershed encompasses all or parts of the cities of Andover, Anoka, and Ramsey (the "Member Cities").

~~Minnesota Laws of 1982, Chapter 509, now codified as Minnesota Statutes 2012, Sections 103B.201 through 103B.255 mandated that all watersheds within the seven county Metropolitan area must be governed by a watershed management organization. The watershed is authorized to organize under a joint powers agreement pursuant to Minnesota Statutes, Sections 471.59 and 103B.211. If such an organization is not created, Anoka County shall petition for the establishment of a watershed district under Minnesota Statutes, Chapter 103D. All the cities in the Lower Rum River Watershed expressed a desire in 1985 to create a joint powers group rather than a watershed district and now desire to adopt an amended joint powers agreement to establish a watershed management organization, which will comply with the current law for management of the watershed. It is the belief of these three cities that a joint powers group will provide more efficient planning and administration of the Lower Rum River Watershed if the watershed is managed under a joint powers agreement. The goal is to leave as much control as possible with the three individual Member Cities.~~

B. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.

~~It has been determined by the three Member Cities that they desire to proceed under a Joint Powers Agreement rather than under Minnesota Statutes, Chapter 103D as a watershed district. Each party to this agreement has been fully advised that the watershed management organization being created shall have the powers and responsibilities set forth in the Metropolitan Surface Water Management Act, Minnesota Statutes, Sections 103B.201 through 103B.255 and as amended by this Agreement. It is further understood and agreed that it is the intent of this agreement to assign to the watershed management organization, which has operated since 1985, the additional powers and duties assigned by the Minnesota legislature. The~~

~~management of water resources is a rapidly changing field and new laws and regulations are being adopted and amended frequently and it should not be necessary to amend this agreement every time the legislature enacts a new law.~~

C. Under the Act, one of the options available to local government units to satisfy its requirements is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.

~~Each Member City further recognizes that this is a binding contract and failure to cooperate or to carry out a Member City's responsibilities will result in a breach of this contract.~~

D. The Members elected to exercise their authority under the Act to adopt a joint powers agreement in 1985 establishing the Lower Rum River Watershed Management Commission to cooperatively manage and plan for the management of surface water within the watershed.

E. The original joint powers agreement has been updated over time and the term of the current joint powers agreement expires at the end of 2024.

~~The purpose of this organization shall be to assist the three Member Cities to preserve and use natural water storage and retention systems to:~~

F. The Members previously acted pursuant to their authority to establish the "Lower Rum River Watershed Board of Commissioners" and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.

~~1. Protect and preserve natural surface and groundwater storage and retention systems;~~

G. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with law.

~~2. Minimize public capital expenditures needed to correct flooding and water quality problems;~~

H. The parties desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chap. 8410.

~~3. Identify and plan for means to effectively protect and improve surface water and groundwater quality;~~

~~4. Establish more uniform local policies and official controls for surface water and groundwater management;~~

~~5. Prevent erosion of soil into surface water systems;~~

~~6. Promote groundwater recharge;~~

AGREEMENT

~~7. Protect and enhance fish and wildlife habitat and water recreational facilities;~~

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

~~8. Secure other benefits associated with the proper management of surface and groundwater; and~~

SECTION I ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

~~9. Promote and encourage cooperation among Member Cities in coordinating local surface water and groundwater plans and awareness of their neighbors' problems and to protect the public health, safety, and general welfare.~~

1.1 Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the "Lower Rum River Watershed Management Organization" pursuant to the Act and such other laws and rules as may apply.

1.2 General Purpose. The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201. The plan and programs shall operate within the boundaries of the Lower Rum River Watershed ("Watershed") as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

1.3 ~~The Lower Rum River~~Projects; Generally. Waters from the Watershed ~~waters~~ flow through many sub-watersheds directly to the Rum River and the Mississippi River. ~~It is not anticipated that the Lower Rum River Watershed Management Organization will have many capital improvement projects; if~~The Commission does not have many CIP Projects and, to the extent it does have a project, it is ~~hereby expressed that~~ the intent of this Agreement ~~is~~ to encourage that the solutions should be handled by agreements between the ~~Member Cities~~Members.

~~It is the intent of this Agreement to subject the Member Cities to a common set of policies and to comply in all respects with the provisions of the Metropolitan Surface Water Management Act.~~

1.4 Definitions. The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.

~~The purpose of this Preface is to clarify and establish for any court of review or any arbitrator or for the council members of the Member Cities the reasons and purpose for this joint~~

~~and cooperative venture. The Member Cities realize that the success or failure of the Lower Rum River Watershed Organization created by this Agreement is dependent upon the sincere desire of each Member City to cooperate in the exercise of a joint power to solve joint problems. Each Member City hereby agrees to be bound by this agreement and pledges its cooperation.~~

- (a) Act. "Act" means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.

~~JOINT AND COOPERATIVE AGREEMENT~~

- (b) Alternate Commissioner. "Alternate Commissioner" means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Commissioner.

~~The parties to this Agreement are governmental units of the State of Minnesota, all of which have lands that drain surface water within the Lower Rum River Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm water management facilities to improve water quality, to promote groundwater recharge, and to protect, promote and preserve water resources within the Watershed. This agreement is made pursuant to the authority of Minnesota Statutes 2012, Sections 103B.201 through Section 103B.255 and Section 471.59.~~

- (c) Board. "Board" means the board of commissioners established by this Agreement to manage and make decisions on behalf of the Lower Rum River Watershed Management Commission.
- (d) Capital Improvement. "Capital Improvement" has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.

~~NAME~~ **~~I.~~**

~~The parties hereby create and establish the Lower Rum River Watershed Management Organization:~~

- (e) Capital Improvement Program. "Capital Improvement Program" has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.
- (f) CIP Project. "CIP Project" means a planned Capital Improvement that is part of the Commission's Capital Improvement Program, is set out in its Water Management Plan, and is eligible for funding by the Commission.

~~GENERAL PURPOSE~~ **~~II.~~**

~~The general purpose of this agreement is to provide an organization that can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channels for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part,~~

~~drainage systems within the watershed area; to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution and the improvement of water quality; to promote ground water recharge; and to protect and enhance fish and wildlife habitat and water recreational facilities. In addition to the aforesated purposes, the organization hereby created shall serve as the watershed management organization for the Lower Rum River Watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Sections 103B.201 through 103B.255.~~

DEFINITIONS

III.

~~For the purposes of this Agreement, the terms used herein shall have the meanings as defined in this article.~~

~~Subdivision 1. —“Lower Rum River Watershed Management Organization” or “LRRWMO” means the organization created by this agreement. It shall be a public agency of its members and a watershed management organization as defined in Minnesota Statutes, Section 103B.211.~~

~~Subdivision 2. —“Board” means the Board of Commissioners of the LRRWMO, consisting of one Commissioner from each Member City or, in the absence of that Commissioner, that Member City’s Alternate Commissioner. The Board shall be the governing body of the LRRWMO.~~

(g) ~~Subdivision 3. —“City Council. “City Council” means the governing body~~city council of a Member ~~City~~to this Agreement.

~~Subdivision 4. “Member City” means a city that enters into this agreement.~~

(h) Commission. “Commission” means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the “Lower Rum River Watershed Management Commission.”

(i) Commissioner. “Commissioner” means the person appointed by a Member as its primary representative on the Board.

(j) County. “County” means Anoka County, Minnesota.

(k) Local Water Plan. “Local Water Plan” means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.

(l) Member. “Member” means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.

(m) Non-CIP Project. “Non-CIP Project” means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County’s levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects, and projects funded through the closed project account.

- (n) ~~Subdivision 5. —~~ “Watershed.” “Watershed” means the Lower Rum River Watershed” ~~or “Watershed” means, which includes~~ the area ~~generally~~ contained within a line drawn around the extremities of all terrain ~~with~~whose surface drainage ~~that~~ is tributary to ~~the~~ Lower Rum River ~~and the Mississippi~~ River and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources ~~originally filed pursuant to Minnesota Statutes, Section 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B, as such map has been amended with approval of the Board of Soil and Water Resources~~the Act.
- (o) Watershed Management Plan. “Watershed Management Plan” means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II MEMBERSHIP ~~IV.~~

- 2.1 ~~The Member Cities of the LRRWMO shall be the~~Members. The following local government units are Members of the Commission: City of Andover, ~~the~~ City of Anoka, and ~~the~~ City of Ramsey.
- 2.2 Additional Units of Government. The ~~LRRWMO~~Board may, with the ratification of the ~~Councils~~councils of all ~~Member Cities~~Members, invite other units of government within the Rum River Watershed to become parties to this Agreement, ~~and in all respects~~ ~~thenceforth~~ enjoy the full rights, duties, and obligations of this Agreement.
- 2.3 Effect of Changes. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of ~~the Member City~~any local government unit listed above to be represented on the ~~LRRWMO~~Commission, so long as such ~~Member City~~local government unit continues to exist as a separate political subdivision.

SECTION III BOARD OF COMMISSIONERS ~~V.~~

~~Subdivision 1. The governing body of the LRRWMO shall be its Board. Each Member City shall be entitled to appoint one representative on the Board, and one alternate who may sit when the representative is not in attendance and said representative or alternate representative shall be called a “Commissioner” and “Alternate Commissioner”, respectively.~~

- 3.1 Establishment. The parties hereby reaffirm the establishment and continued operation of the “Lower Rum River Watershed Board of Commissioners” in accordance with the Act. The Board shall serve as the governing body of the Commission and shall carry out the purposes and have the powers as provided herein.

~~Subdivision 2. The Council of each Member City shall determine the eligibility or qualification of its Commissioner and the terms of each Commissioner shall be as established by each individual Member City.~~

3.2 Board Appointments. The Commission is governed by the Board, which is comprised of a total of three Commissioners, one of which is appointed by each Members. Each party to this Agreement is a Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.

- (a) Commissioner. Each Member is responsible for appointing one person to serve as its representative (“**Commissioner**”) on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent in making any payments due to the Commission. The voting authority of the Commissioner shall be restored once the Member pays all past due amounts.
- (b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner (“**Alternate Commissioner**”) to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all meetings and speak during the public input portion of the meeting, but is only authorized to actively participate in and vote at a Board meeting in the absence or disability of the appointing Member’s Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.
- (c) Subdivision 3 Term. The term of each Commissioner and Alternate Commissioner ~~appointed~~ shall be established by each Member ~~City shall be as determined by each Member City and.~~ A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.

~~Any vacancy shall be filled for the unexpired term of any Commissioner by the Council of the Member City that appointed said Commissioner. Each Member City agrees to publish a notice of vacancies resulting from the expiration of a Commissioner’s or Alternate Commissioner’s term or when a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2.~~

- (d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes of the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.

~~Subdivision 4. Each Member City agrees that its representative Commissioner will not be removed from the Board prior to the expiration of the Commissioner's term, unless said Commissioner consents in writing or unless said Member City has presented the Commissioner with charges in writing and has held a public hearing after reasonable notice to the Commissioner.~~

- (e) Vacancy. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of the vacancy at least once in its official newspaper as required by Minn. Stat. § 103B.227, subd. 2. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member's City Council acts to fill the vacancy. The City Council must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.

~~A Member City may remove a Commissioner or an Alternate Commissioner for just cause or for violation of a Code of Ethics of the Commission or a Member City, or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Council of the Member City that appointed the Commissioner.~~

- (f) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.

~~A Commissioner who is an elected official of a Member City, and who is not reelected, may be removed by the appointing Member City at the Member City's discretion. Any decision by a Member City to remove a Commissioner may be appealed to the Board of Water and Soil Resources. A certified copy of the Member City Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board and shall show compliance with the terms of this section.~~

- 3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to reimburse Commissioners and Alternate Commissioners for expenses incurred in performing Commission business if authorized by the Board.

Stakeholder?

Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.

~~Subdivision 5. Each Member City shall within 30 days of appointment file with the Secretary of the Board a record of the appointment of its Commissioner and its Alternate Commissioner. The LRRWMO shall notify the Board of Water and Soil Resources of Commissioner appointments and vacancies within 30 days after receiving notice from the Member Cities. Member Cities shall fill all vacancies within 90 days after the vacancy occurs.~~

3.4 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.

~~Subdivision 6. Commissioners shall serve without compensation from the LRRWMO, but this shall not prevent a Member City from providing compensation for its Commissioner for serving on the Board, if such compensation is authorized by such Member City and by law. LRRWMO funds may be used to reimburse a Commissioner or Alternate Commissioner for expenses incurred in performing LRRWMO business if authorized by the Board.~~

3.5 Duties of Board Officers. The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the Commission, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and perform such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.

~~Subdivision 7. At the first meeting of the Board and in February of each year thereafter, the Board shall elect from its Commissioners a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or as soon thereafter as it may be reasonably done, the Board shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that a ten-day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent. A majority vote of all eligible votes of the then-existing Commissioners shall be sufficient to adopt any proposed amendment to such rules and regulations.~~

3.6 Quorum. A majority of the Commissioners shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of a quorum is required for the Board to act unless a higher number of votes is required by law or this Agreement. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Commissioners required for a quorum.

3.7 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.

- (a) Regular Meetings. ~~The Board shall notify each Member City of the location and time of regular and special meetings called or established by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Chapter 13D.~~ develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.
- (b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement.
- (c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.
- (d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure, or such other parliamentary rules as identified by the Board, without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV
POWERS AND DUTIES OF THE BOARD
VI.

~~Subdivision 1. The LRRWMO, acting by its duly appointed Board of Commissioners, shall as it relates to flood control, water quality, ground water recharge and water conservation or in the construction of facilities and other duties as set forth in Minnesota Statutes, Chapter 103B and in Rules and Regulations of the Board of Water and Soil Resources, have the powers and~~

~~duties set out in this Article and as prescribed by law.~~

4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.

~~Subdivision 2. It may employ such persons or contract with consultants as it deems necessary to accomplish its duties and powers, and any such persons or consultants shall be considered LRRWMO staff.~~

(a) Powers Granted. The Board shall have the following powers.

- (1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.
- (2) ~~Subdivision 3.~~ It may contract for space ~~and for material and~~ materials, supplies, and services to carry on its activities ~~either with a Member City or elsewhere.~~
- (3) ~~Subdivision 4.~~ It may acquire necessary personal property to carry out its powers and its duties.

~~Subdivision 5. It shall develop an overall plan containing a capital improvement program within a reasonable time after qualifying, and said plan shall meet all of the requirements as established in Minnesota Statutes, Chapter 103B. Said overall plan shall establish a comprehensive goal for the development of the Lower Rum River Watershed and shall establish a proposed procedure for accomplishing the purposes of the LRRWMO as set forth in Article II.~~

- (4) It shall prepare, adopt, implement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. The Watershed Management Plan shall establish a comprehensive goal for the development of the Watershed and shall establish a recommended procedure for accomplishing the purposes of the Commission.
- (5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.
- (6) ~~Subdivision 6.~~ It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the ~~LRRWMO~~ Commission is organized.
- (7) ~~Subdivision 7.~~ It may cooperate or contract with the State of Minnesota ~~or~~ any political subdivision thereof ~~or~~ any federal agency or private or public organization to accomplish the purposes for which it is organized.

(8) ~~Subdivision 8.~~—It may, if necessary to implement the plan, order ~~any~~ Member ~~City or Member Cities~~ or Members to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the ~~Lower Rum River~~ Watershed.

The Member ~~Cities~~ further understand and agree that the LRRWMO Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The LRRWMO Board will also consider the ability of the ~~Member Cities~~ Members to fund the enforcement of local controls and any ordered capital improvements. The LRRWMO Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

(9) ~~Subdivision 9.~~—It may order any Member ~~City or Member Cities~~ or Members to acquire, operate, construct, or maintain dams, dikes, reservoirs, and appurtenant works or other improvements necessary to implement the overall plan.

The Member ~~Cities~~ further understand and agree that the LRRWMO Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The LRRWMO Board will also consider the ability of the ~~Member Cities~~ Members to fund the enforcement of local controls and any ordered capital improvements. The LRRWMO Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

(10) ~~Subdivision 10.~~—It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed necessary to implement the ~~overall plan~~ Watershed Management Plan.

(11) ~~Subdivision 11. It shall~~ It may contract for or purchase such insurance as the Board deems necessary for the protection of the LRRWMO Commission.

(12) ~~Subdivision 12.~~—It may establish and maintain devices ~~for~~ acquiring and recording hydrological and water quality data within the Watershed.

(13) ~~Subdivision 13.~~—It may enter upon lands, ~~in a lawful manner,~~ within or without the ~~Watershed~~ watershed to make surveys and investigations to accomplish the purposes of the LRRWMO Commission. The LRRWMO Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by ~~Minnesota Statutes, Section~~ Minn. Stat., chap. 466.05.

(14) ~~Subdivision 14.~~—It shall provide any Member ~~City~~ with technical data or any other information of which the LRRWMO Commission has knowledge

~~that~~which will assist the Member ~~City~~ in preparing land use classifications or local water management plans within the Watershed.

- (15) ~~Subdivision 15.~~ It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its ~~Member Cities~~Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of ~~LRRWMO~~Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing ~~Commissioners~~Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.
- (16) ~~Subdivision 16.~~ It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the ~~LRRWMO~~Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.
- (17) ~~Subdivision 17.~~ It may collect monies, subject to the provisions of this ~~agreement~~Agreement, from its ~~Member Cities, Anoka~~Members, the County, and from any other source approved by a majority of its ~~Commissioners~~Board.
- (18) ~~Subdivision 18.~~ It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
- (19) ~~Subdivision 19.~~ It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.
- (20) ~~Subdivision 20.~~ It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the ~~LRRWMO~~Commission and shall make and file a report to its ~~Member Cities~~Members at least once each year including the following information:
- (i) ~~a. the~~The approved budget;

- (ii) ~~b. a reporting~~ Reporting of revenues;
- (iii) ~~c. a reporting~~ Reporting of expenditures;
- (iv) ~~d. a financial~~ Financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and
- (v) ~~e. the~~ The status of all LRRWMO Commission projects and work within the Watershed; *- Statutory?*

Copies of said report shall be transmitted to the Clerk of each Member-City.

- (21) ~~Subdivision 21.~~ Its books, reports, and records shall be available for and open to inspection by ~~its Member-Cities~~ the Members at all reasonable times.
- (22) ~~Subdivision 22.~~ It may recommend changes in this ~~agreement to its Member-Cities~~ Agreement to the Members.
- (23) ~~Subdivision 23.~~ It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by ~~Minnesota Statutes, Sections 103B.201 through 103B.255.~~ the Act.
- (24) ~~Subdivision 24.~~ It shall cooperate with the ~~State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources~~ applicable state agencies in complying with the requirements of ~~Minnesota Statutes, Chapter~~ Minn. Stat., chap. 103G.
- (25) ~~Subdivision 25.~~ Each Member ~~City~~ reserves the right to conduct separate or concurrent studies on any matter under study by the LRRWMO Commission.
- (26) ~~Subdivision 26.~~ It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means ~~of~~ for public participation.
- (27) ~~Subdivision 27.~~ Where the LRRWMO Board is authorized or requested to review and make recommendations on any matter, the LRRWMO Board shall act on such matter within ~~sixty (60)~~ days of receipt of the matter referred. Failure of the LRRWMO Board to act within ~~sixty (60)~~ days shall constitute approval of the matter referred, unless the LRRWMO Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Where the LRRWMO Board makes recommendation of any matter to a Member-City,

the Council of a Member ~~City~~ not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the ~~LRRWMO Board~~ within ~~ten (10)~~ days of its decision to act contrary to the ~~LRRWMO's Board's~~ recommendation. The ~~LRRWMO Board~~ shall review the written statement and if determined insufficient by the ~~LRRWMO Board~~, request written clarification within an additional ~~ten (10)~~ days.

- (b) Powers Reserved. The Board shall not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not intended to expand, by negative implication, the powers granted above to the Board.

METHOD OF PROCEEDING

- (1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.
- (2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.
- (3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.
- (4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to Lower Rum River, the Mississippi River, or their tributaries without a permit from the Board. Permits may be granted by the Board for a Member to proceed with the construction or reconstruction of improvements within the individual Members' boundaries and at its sole cost upon a finding:

- (a) That there is an adequate outlet;
- (b) The construction is in conformance with the overall plan; and
- (c) The construction will not adversely affect other Members of this Agreement.

4.3 ~~VH~~ Local Water Plans.

~~Subdivision 1. The procedures to be followed by the Board in carrying out the powers and duties set forth in Article VI, Subdivisions 5, 6, 7, 8, 9, and 10, shall be as set forth in this Article.~~

- (a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan.

~~Subdivision 2. The Board has previously prepared the overall plan as required in Article VI, Subdivision 5. This plan shall be updated as required by state law. The Board shall proceed to implement said plan, and this implementation may be ordered by stages.~~

- (b) Review. Each Member shall submit its proposed Local Water Plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on the Local Water Plan received from the Metropolitan Council and shall act on said plans in accordance with the Act.

4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V PROJECTS

5.1 CIP Projects and Limitations.

- (a) Approval. The Board may approve and authorize the carrying out of CIP Projects to further the purposes of the Watershed Management Plan.
- (b) ~~Subdivision 3~~ Cross Boundaries. No project that will channel or divert additional waters to subdistrict and subtrunks that cross municipal boundaries shall be

commenced by any Member ~~City~~ prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

~~Subdivision 4. Ordering Improvements. All construction, reconstruction, extension or maintenance of outlets for the various subdistrict and subtrunks, including outlets, lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system that involve construction by, or assessment against, any Member City or against privately or publicly owned land within the Watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified.~~

5.2 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

- (a) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a particular need or issue identified by a Member or the Board. The Board shall not order a CIP Project, and no engineer shall be authorized by the Board to prepare plans and specifications, before the Board has adopted a resolution ordering the CIP Project.
- (b) Feasibility Study. If requested by the Board, the Commission Engineer shall study the feasibility of a proposed CIP Project and report its findings to the Board. The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.
- (c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.
 - (1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor plan amendment.
 - (2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.

(d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. § 103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

- (1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.
- (2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
- (3) Conducting. The Board shall ~~secure from its engineers or some other competent person a report advising it in a preliminary way as to whether the proposed improvement is feasible and whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between Member Cities,~~ conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.

~~The Board shall then hold a public hearing on the proposed improvement after mailed notice to the Clerk of each Member City. The Board shall not be required to mail or publish notice except by said notice to the Clerk. Said notice shall be mailed not less than 45 days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each Member City. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the Member Cities or may take such other action as it deems necessary to carry out the purposes of the LRRWMO.~~

- (4) Board Decision. Once the public input portion of the public hearing is closed, the Board shall discuss and decide whether to approve the proposed CIP Project. The Board shall act by resolution to approve a CIP Project, which shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. The resolution shall, at minimum, order the project, identify the responsible engineer, identify the Member responsible for letting the contract and overseeing construction, set out the estimated cost and funding sources, authorize the Commission to enter into a cooperative agreement with the responsible Member, and certify a levy to

the Anoka County Auditor for the amount to be levied by the County for the project.

- 5.3 Responsible Members. The Board shall work with one or more Members to facilitate the completion of specific CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project shall enter into a cooperative agreement with the Commission providing for all Commission-required terms and conditions related to the project and any such reimbursement. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

~~To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. (In all cases other than for a capital improvement project, a majority vote of all eligible Commissioners shall be sufficient to order the work.) The order shall describe the improvement, shall allocate in percentages the cost between the Member Cities, shall designate the engineers to prepare plans and specifications, and shall designate the Member City that will contract for the improvement in accordance with Subdivision 7 of this Article. In determining how costs of a capital improvement shall be allocated among Member Cities, the Board shall consider whether the improvement benefits one or more subwatersheds rather than the Lower Rum River Watershed as a whole.~~

5.4 Contracts for Improvements.

~~After the Board has ordered an improvement it shall forward to all Member Cities an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each Member City to conduct hearings, in accordance with the provisions of the aforesaid Chapter 429, or the charter requirements of any city, or to ascertain the method of financing that said Member City will utilize to pay its proportionate share of the costs of the improvement. Each Member City shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.~~

- (a) Letting Contracts. All contracts for projects ordered by the Commission shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This

subsection shall not preclude the Commission from proceeding under Minn. Stat. § 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.

~~If the LRRWMO proposes to utilize Anoka County's bonding authority as set forth in Minnesota Statutes, Section 103B.251, or if the LRRWMO proposes to certify all or any part of a capital improvement to Anoka County for payment, then and in that event all proceedings shall be carried out in accordance with the provisions set forth in said Section 103B.251.~~

- (b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.5 Land Acquisition.

- (a) By Members. The Commission does not have the power to acquire real property, but shall have the authority to establish land acquisition policies as part of the Watershed Management Plan. The Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.
- (b) Alternative Acquisition. If any Member refuses to negotiate or condemn lands as ordered by the Board, any other Member may negotiate or condemn outside of its corporate limits in accordance with, and to the extent authorized by, applicable laws. All Members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member except upon order of the Board. The Commission shall have authority to establish land acquisition policies as a part of the overall

Watershed Management Plan. The policies shall be designed to equalize costs of land throughout the Watershed.

5.6 CIP Project Funding.

(a) Improvement Fund. The Board may, but is not required to, create an improvement fund for each CIP Project. Funds for the particular project shall be placed in and expended from the improvement fund created for the project.

(b) Member Contributions.

(i) Amounts. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The Board will consider the benefits of the improvements to one or more subwatersheds in determining which Members are benefited by the CIP Project.

(ii) ~~Subdivision 5 Appeal.~~ Any Member ~~City being~~-aggrieved by the determination of the ~~Board as to the~~-allocation of ~~the costs of said improvement shall have 30 days after the Board resolution ordering the improvement to appeal said determination~~Member contributions toward a CIP Project may appeal the Board's determination by filing a written appeal to the Board within 30 days of the date of the resolution Board's resolution. The Board shall refer a timely appeal to a board of arbitration for a decision as provided below. Failure of a Member ~~City to file an~~ appeal ~~the determination of the Board~~-within ~~such~~the 30-day appeal period shall be deemed to ~~be consent~~have consented to and ~~agreement~~agreed with the cost allocation as set out in the Board's resolution. ~~An appeal shall be in writing and shall be addressed to the~~

(iii) ~~Board asking for arbitration. The determination of the Member City's appeal shall be referred to a board of arbitration~~of Arbitration. The board of arbitration shall consist of three persons; one to be appointed by the Board, one to be appointed by the appealing Member ~~City~~, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board of arbitration. The third person selected shall not be a resident of any ~~Member~~-City and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the ~~LRRWMO~~Commission and the appealing Member ~~City~~. Arbitration shall be

conducted in accordance with the Uniform Arbitration Act, ~~Minnesota Statutes, Chapter~~ Minn. Stat., chap. 572B. Arbitration shall be non-binding unless the ~~LRRWMO Commission~~ and the appealing Member City agree to binding arbitration. If the parties agree to binding arbitration the decision of the board of arbitration shall be final and the parties to the arbitration will be deemed to have consented to and agreed with the decision. If these parties do not agree to binding arbitration, any party that does not agree with and consent to the decision of the board of arbitration must notify the Board in writing within 30 days of receipt of the decision of the board of arbitration that it does not consent to or agree with the decision. Failure to so notify the Board shall be deemed consent to and agreement with the decision of the board of arbitration. Unless the parties agree with the decision of the board of arbitration, capital improvements can only be funded in accordance with ~~Minnesota Statutes, Section~~ Minn. Stat. § 103B.251, or secured from other sources.

~~Subdivision 6. The Board shall not order and no engineer shall be authorized by the Board to prepare plans and specifications before the Board has adopted a resolution ordering the improvement. The Board may order the advertising for bids upon receipt of notice from each Member City that will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the Member City.~~

~~Subdivision 7. Contracts for Improvements. All contracts that are to be let as a result of the Board's order to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes, and for which two or more Member Cities shall be responsible for the costs, shall be let in accordance with the provisions of Minnesota Statutes, Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the Member Cities, as ordered by the Board, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.~~

- (c) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the grant requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.

~~The LRRWMO shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Minnesota Statutes, Chapter 429 or under the provisions of any City charter. This section shall not preclude the LRRWMO from proceeding under Minnesota Statutes, Section 103B.251.~~

- (d) Maintenance Levy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Anoka County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may impose, with the County's consent, an ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit. The levy shall be certified, levied, collected, and distributed as provided in Minn. Stat. §§ 103D.915 and 103D.921, as amended, and shall be in addition to any other money levied and distributed by the County to the Commission. Mailed notice of any hearing required under the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

~~Subdivision 8. Contracts with Other Governmental Bodies. The LRRWMO may exercise the powers set forth in Article VI, Subdivision 7, but said contracts for a capital improvement shall require a favorable vote of two-thirds majority of the eligible votes of the then existing Commissioners.~~

5.7 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases.

~~Subdivision 9. Supervision. All improvement contracts awarded under the provisions of Subdivision 7 of this Article shall be supervised by the Member City awarding said contract or said Member City may contract or appoint any qualified staff member or members of the LRRWMO to carry out said supervision, but each Member City agrees that the staff of the LRRWMO shall be authorized to observe and review the work in progress and the Member Cities agree to cooperate with the LRRWMO staff in accomplishing the purposes of the LRRWMO. Representatives of the LRRWMO shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The staff of the LRRWMO shall report, advise and recommend to the Board on the progress of said work.~~

- (a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.

~~Subdivision 10. Land Acquisition. The LRRWMO shall not have the power of eminent domain. The Member Cities agree that any and all easements or interests in land that are necessary will be negotiated or condemned in accordance with Minnesota Statutes, Chapter 117 by the Member City wherein said lands are located, and each Member City agrees to acquire the~~

~~necessary easements or right-of-way or partial or complete interest in land upon order of the Board to accomplish the purposes of this agreement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a Member City determines it is in the best interests of that Member City to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other purposes, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each Member City may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member City for said land acquisition to the extent that it benefits the other Member Cities. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.~~

~~(b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.~~

~~If any Member City refuses to negotiate or condemn lands as ordered by the Board, any other Member City may negotiate or condemn outside its corporate limits in accordance with Minnesota Statutes, Chapter 117. All Member Cities agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member City within the Lower Rum River Watershed except upon order of the Board.~~

~~(c) Tax Capacity and/or Total Area.~~

~~The LRRWMO shall have authority to establish land acquisition policies as a part of the overall plan.~~

~~(1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.~~

~~Subdivision 11. Pollution Control and Water Quality. The LRRWMO shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Surface Water Management Act. All Member Cities agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any lands or into any water course or storm sewer draining into the Rum River or Mississippi River. The Board may investigate on its own initiative and shall investigate upon petition of any Member City all complaints relating to pollution of surface water or ground water draining to or affecting the Rum River or the Mississippi River or their tributaries. Upon a finding that the creek or surface waters or groundwater are being polluted, the Board shall order the Member City to abate this nuisance and each Member City agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.~~

~~(2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member~~

within the boundaries of the Watershed each year to the total area in the Watershed.

- (3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:

~~Subdivision 12. Local Water Management Plans. The LRRWMO shall have power and authority to review the Member Cities' local water management plans, capital improvements relating to surface water management programs and official controls required by Minnesota Statutes, Section 103B.235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources.~~

(i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or

(ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.

- (4) Any credits to due a Member for lands acquired by said Member to pond or store storm and surface water as provided herein shall be allowed against costs due under this section.

5.8 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

SECTION VI FINANCES

6.1 ~~VIII~~ Generally.

- (a) ~~Subdivision 1 Authority.~~ The LRRWMO Commission funds may be expended by the Board in accordance with this agreement Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board. The Board shall designate one or more national or state bank or trust companies, authorized by Minnesota Statutes, Chapters 118 and 427 to receive deposits of public moneys and to act as depositories for the LRRWMO funds.
- (b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed.
- (c) Disbursements. In no event shall there be a disbursement of LRRWMO Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or Authorized Deputy the Treasurer's authorized deputy.

*For Deputy
Treasurer*

(d) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The LRRWMO Commission shall pay the premium on said bond.

(e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118 and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

6.2 ~~Subdivision 2. Each Member City agrees to contribute each year to a~~ Commission's General Fund. ~~The Commission's general fund, said fund to be~~ is funded by an annual contribution from each Member and is used to pay for general administration purposes including, but not limited to: salaries, rent, supplies, development of ~~an overall plan~~ the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain ~~devices to measure hydrological and water quality data~~ any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of ~~the~~ any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with ~~Subdivision 5 of this Article~~ the provisions for CIP Project funding under this Agreement. The annual contribution by each Member ~~City~~ shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member ~~City~~ within the boundaries of the Watershed each year to the total area in the ~~Lower Rum River~~ Watershed ~~governed by this Agreement.~~

Subdivision 3.

6.3 Operating Budget. The Board shall annually prepare, adopt, and submit an annual operating budget as provided in this section.

~~(a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 4. In all cases in which capital improvements are to be paid in whole or in part by Member Cities, each Member City agrees to contribute to said fund its agreed-upon proportionate share of the engineering, legal and administrative costs as determined in accordance with Article VII, Subdivisions 4 and 5 as the amount to be assessed against each Member City as a cost of the improvement. The Board shall submit in writing a statement to each Member City, setting forth in detail the expenses incurred by the LRRWMO for each project. Each Member City further agrees to pay to or contract with the Member City awarding said contract for the improvement, its agreed-upon proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivisions 4 and 5. The Member City awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the Member City being billed agrees to pay its proportionate share of said improvement costs.~~

~~within 30 days after receipt of the statement. The Member City awarding the contract shall advise other contributing Member Cities of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.~~

- ~~(b) The LRRWMO and Anoka County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Anoka County pursuant to Minnesota Statutes, Section 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Anoka County based upon a tax levy resolution adopted by a majority vote of all eligible Commissioners and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the LRRWMO shall be required to follow the hearing process established by Minnesota Statutes, Sections 103D.915 and 103D.921. Mailed notice shall be sent to the Clerk of each Member City at least 30 days prior to the hearing.~~
- (a) Subdivision 4 Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.

~~The secretary of the Board shall certify the budget on or before July 1 to the Clerk of each Member City together with a statement of the proportion of the budget to be provided by each Member City.~~

- (b) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.

~~The Council of each Member City agrees to review the budget, and the Board shall upon notice from any Member City received prior to August 1, hear objections to the budget, and may, upon notice to all Member Cities and after a hearing, modify or amend the budget, and then give notice to the Member Cities of any and all modifications or amendments.~~

- (c) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.

~~Each Member City agrees to provide the funds required by the budget and said determination shall be conclusive if no Member City enters objections in writing on or before August 1. If no objections are submitted to the Board, each Member City agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible voters of then existing Commissioners.~~

- (1) Percentage Cap. The amount to be assessed Members under the proposed budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase.

~~The schedule of payments by the Member Cities shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.~~

- (2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed.
- (d) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.
- (e) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.
- (f) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

- (a) Insufficient Funds. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds as provided herein.
- (b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.

- (c) ~~Upon notice and Adoption.~~ After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners ~~may adopt a.~~ The Board shall notify each Member of the adopted supplemental budget requiring and the amount of additional payments by the Member Cities within 60 days of its adoption but in assessment.
- (d) Cap. In no event case shall the budget require any Member ~~City~~ to contribute in excess of ~~one half~~ one-half of one percent of the net tax capacity of all taxable property within the Watershed and within the ~~Member City's~~ Member's corporate boundaries in any one calendar year.

~~Member Cities' attention is drawn to Minnesota Statutes, Section 103B.245, which authorizes a Watershed Management Tax District to be created within each Member City to pay the costs of planning and for the purpose of paying capital costs and/or normal and routine maintenance of facilities.~~

- (c) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.

~~Subdivision 5. Cost Allocation. General costs of operating the LRRWMO shall be as set forth in Article VIII, Subdivision 2. Costs of capital projects to be paid by Member Cities will be determined in accordance with Article VII, Subdivisions 4 and 5 and paid in accordance with Article VIII, Subdivision 3.~~

MISCELLANEOUS PROVISIONS

IX.

~~Subdivision 1. The LRRWMO shall not have the power to issue certificates, warrants or bonds.~~

~~Subdivision 2. The LRRWMO shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the Member City wherein said lands are located.~~

~~Subdivision 3. The LRRWMO shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member City wherein said lands are located. The LRRWMO shall have the power to require any Member City to contribute the costs allocated or assessed according to the other provisions of this agreement.~~

~~Subdivision 4. Each Member City agrees that it will not directly or indirectly collect or divert any additional surface water to the Lower Rum River or the Mississippi River or their tributaries from any subdistrict or subtrunk without a permit from the Board. Permits may be granted by the Board for a Member City to proceed with the construction or reconstruction of improvements within the Member City's boundaries and at its sole cost upon a finding:~~

- ~~(1) that there is an adequate outlet;~~
- ~~(2) that said construction is in conformance with the overall plan;~~
- ~~(3) that the construction will not adversely affect other Member Cities.~~

6.5 Subdivision 5 Default. Any Member ~~City that~~ who is more than 60 days in default

in contributing its share to the ~~general fund~~operating budget or to a CIP Project shall have the vote of its Commissioner suspended pending the payment of its proportionate share.

~~Any Commissioner Any Member City that is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting Member City shall upon application of the contracting Member City have the vote of its Commissioner suspended, pending the payment of its proportionate share.~~

~~Any Member City whose vote is under suspension shall not be considered as an eligible Member City as such membership affects the number of votes required to proceed on any matter under consideration by the Board for the purposes of determining a quorum or for determining the sufficiency of a vote.~~

SECTION VII TERMINATION AND DISSOLUTION

~~Subdivision 6. Enforcement. Member Cities agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member City to act under a court order.~~

DURATION

~~X.~~

~~Subdivision 1. Each Member City agrees to be bound by the terms of this agreement until January 1, 2025, and it may be continued thereafter at the option of the Member Cities.~~

7.1 ~~Subdivision 2~~Termination. This ~~agreement~~Agreement may be terminated prior to January 1, ~~2025, 2035~~ by the unanimous consent of the ~~Member Cities or if for any reason the LRRWMO is reduced to less than three Member Cities. If the agreement~~Members. If the Agreement is to be terminated, a notice of the intent to dissolve the LRRWMO Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

7.2 ~~Subdivision 3~~Dissolution. In addition to the manner provided ~~in Subdivision 2 for termination~~herein for terminating this Agreement, any Member ~~City~~City may petition the Board to dissolve the ~~agreement~~Agreement. Upon ~~30~~90 days² notice in writing to the ~~Clerk~~clerk of each Member ~~City~~City governmental unit and ~~to~~ the Board of Water and Soil Resources and ~~to~~ Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the LRRWMO Commission be dissolved. Said Resolution shall be submitted to each Member ~~City~~City governmental unit and if ratified by ~~two-thirds~~three-fourths of the City Councils of all ~~Member Cities~~eligible Members within 60 days, said Board shall dissolve the LRRWMO Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the LRRWMO Commission.

7.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds

thereof, together with monies on hand, shall be distributed to the eligible Members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

DISSOLUTION

XI.

~~Upon dissolution of the LRRWMO, all property of the LRRWMO shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Member Cities. Such distribution of LRRWMO assets shall be made in proportion to the total contribution to the LRRWMO as required by the last annual budget.~~

SECTION VIII

MISCELLANEOUS PROVISIONS

8.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2035, unless terminated earlier as provided herein. The Members may agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.

EFFECTIVE DATE

XII.

~~This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all three Member Cities, for the Lower Rum River Watershed area to be governed by this Agreement. Said resolution shall be filed with the City Manager of the City of Anoka, who shall notify all Member Cities in writing of its effective date. The effective date of the new amended Joint Powers Agreement shall be when approved by all the Member Cities and when the Mayor and other authorized City representatives have executed the amended agreement.~~

8.2 Mediation. Except for appeals submitted to a board of arbitration as discussed above, the Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

8.3 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act ("Act"). Any entity with which the Commission contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.

8.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party

filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.
- 8.8 Examination of Books. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.
- 8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 8.11 Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member to act under a court order.
- 8.12 Notice. To the extent this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.
- 8.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the ~~undersigned governmental units~~, Members have entered into this Agreement by action of their respective governing bodies, ~~have caused this agreement to be executed in accordance with the authority of Minnesota Statutes, Sections 103B.211 and 471.59.~~ effective as of the date of the last Member to execute it.

[signature pages follow]

~~Approved by the City Council~~
CITY OF ANOKA

Approved on the _____ day of _____ 2024
by the City Council.

_____ **By:-**
_____ **Attest:-**
Mayor

Attest: _____

~~Approved by the City Council~~
CITY OF RAMSEY

Approved on the _____ day of _____ 2024
by the City Council.

Mayor

By:-
Attest:-

Attest: _____