



**APPENDIX F
CURRENT VLAWMO JPA**



JOINT POWERS AGREEMENT TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED

THIS AGREEMENT, made and entered into as of the last date of execution, by and between the participating units of local government of the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear, hereafter referred to as “Members” and individually as “Member”, agree to continue the Vadnais Lake Area Water Management Organization, as a public agency.

SECTION I GENERAL PURPOSE

The Vadnais Lake Area Water Management Organization (VLAWMO), created, pursuant to Minn. Stat. Section 471.59, is dependent upon the sincere desire of each Member to work cooperatively to meet the requirements of the Metropolitan Surface Water Management statute, Minn. Stat. Section 103B.201 et seq. (Metro Surface Water Management Act) and Chapter 103D (Watershed Law), hereafter collectively referred to as the “Act”.

It is the general purpose of the parties to this Agreement to establish an organization to:

- 1) Continue the Vadnais Lake Area Water Management Organization;
- 2) Develop a water management plan, and
- 3) Operate appropriate programs including those to:
 - a) protect, preserve and use natural surface and groundwater storage and retention systems;
 - b) minimize capital expenditures necessary to correct flooding and water quality problems;
 - c) identify and plan for means to effectively protect and improve surface and groundwater quality;
 - d) establish more uniform local policies and official controls for surface and groundwater management;
 - e) prevent erosion of soil into surface water systems;
 - f) promote groundwater recharge; and
 - g) protect and enhance fish and wildlife habitat and water recreational facilities and secure other benefits associated with the proper management of surface and groundwater, and be in accordance with the Act.

SECTION II VADNAIS LAKE AREA WATERSHED

VLAWMO shall manage a watershed area in northern Ramsey County and southeastern Anoka County shown on the map set forth on Appendix B.



SECTION III DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings as defined in this Section.

“Agreement” – This Agreement pursuant to Minnesota Statutes Section 471.59 reconstituting the Vadnais Lake Area Water Management Organization (VLAWMO).

“Area” – The boundaries of the Vadnais Lake Area Watershed as set forth on the map set forth on Appendix A and hereafter referred to as the “Area”.

“Board of Directors” – The governing board of VLAWMO consisting of one elected official from each of the Members which are parties to this Agreement.

“Capital Improvement Program” or “capital improvement program” or “Works of Improvement” – A multi-year itemized program, described in the approved VLAWMO Water management Plan and any amendments to it, setting forth the schedule, timing, and details of specific contemplated capital improvements by year.

“City Council or Town Board” – The governing body of a governmental unit which is a Member to this Agreement.

“City Staff” – Persons hired by units of local government whether as an employee or an independent contractor.

“Commissioner” – A person appointed by each Member to the Technical Commission.

“Comprehensive Plan” or “comprehensive plan” – The meaning given it in Minn. Stat. Section 473.852, Subdivision 5.

“Director” – An elected official appointed by each Member as a representative to the Board of Directors.

“Governmental Unit” – Any city, town, township, county, school district, or other political subdivision or an “instrumentality of a governmental unit “as described in Minn. Stat. Section 471.59, Subdivision 1.

“Local Government Unit” – Cities, counties and towns, not including school districts, as described in Minn. Stat. Section 473.852, Subd. 7.

“Local Water Management Plan” - A plan adopted by the each of the members pursuant to Minn. Stat. Section 103B.235.

“Member” – Each local governmental unit that is a party to this Agreement.

“Technical Commission” – A commission composed of a technically skilled person appointed by each Member.



“Vadnais Lake Area Watershed” – The area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Vadnais Lake.

“VLAWMO” – The abbreviated name of the organization created by the Agreement, the full name of which is the “Vadnais Lake Area Water Management Organization”.

“Watershed Management Plan” - A plan adopted by VLAWMO pursuant to Minn. Stat. Section 103B.231.

SECTION IV ORGANIZATION OF VLAWMO; RESPONSIBILITIES OF MEMBERS

Subdivision 1. Board of Directors. The governing body of the Vadnais Lake Area Water Management Organization (VLAWMO) shall be its Board of Directors.

Subdivision 2. Appointment of Directors. Each Member shall appoint one representative, who must be an elected official, to the Board, and said representative shall be called a “Director”. The appointment process shall follow Minn. Stat. Section 103B.227, Subdivisions 1 and 2.

Subdivision 3. Term of Office. Each Director shall serve at the will and consent of the Member making the appointment and for a three year term of office as follows:

- 1) The Directors appointed by the Cities of Lino Lakes and White Bear Lake and the Township of White Bear shall be appointed for three year terms, the beginning date of which was January 1, 2004 and every three years thereafter.
- 2) The Directors appointed by the Cities of North Oaks, Gem Lake and Vadnais Heights shall be appointed for a term of three years, the beginning date of which is January 1, 2005 and every three years thereafter.

The term of office of each Director shall commence from the date of their appointment and will continue until their successors are selected. Successor Directors shall serve out the remainder of the term of the Directors they succeed.

Subdivision 4. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Director appointment. Eligible appointees should be compliant with Minn. Stat. Section 103B.227, which, among other things provides that local units of government staff may not serve as a Director.

Subdivision 5. Record of Appointment. Each governmental unit shall, within thirty (30) days following the appointment of a Director or Successor Director, file a written notice of such appointment with the Secretary of the Board.

Subdivision 6. Appointment of Alternate Director. One Alternate Director may be appointed by each of the Members to this Agreement. The Alternate may attend the meetings of the Board of



Directors, but only the appointed Director or the Alternate Director in the absence of the Director shall be allowed to vote on any matters before the Board.

Subdivision 7. Appointment of Technical Commission Representative. Each Member to this Agreement shall appoint one commissioner and may appoint one alternate to serve on the Technical Commission.

Subdivision 8. Compensation. Directors shall serve without compensation and without expense allowance from VLAWMO. A Director may be reimbursed for out-of-pocket expenses incurred on VLAWMO business with the approval of the Board. A Member may compensate its Director or Alternate for his/her service, in the discretion of the Member.

SECTION V ORGANIZATION OF THE BOARD OF DIRECTORS

Subdivision 1. Annual Meeting; Election of Officers. At the first meeting of the Board and at the first meeting of each calendar year thereafter, also known as the Annual Meeting, the Board shall elect from among the Directors a Chair, Vice Chair, Secretary and Treasurer, or a combination Secretary-Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. An Alternate Director may not serve as an officer of VLAWMO.

Subdivision 2. Duties of officers

- 1) **The Chair** shall preside over meetings of the Board, and in the absence of the Chair, the Vice Chair shall perform this duty. In the absence of the Chair or Vice Chair, the Treasurer shall preside. The Chair shall retain all rights of a Director to speak, make motions and vote.
- 2) **The Vice Chair** shall preside at meetings when the Chair is absent and shall automatically be promoted to complete the annual term of the Chair if the then current Chair resigns or is removed from the Board.
- 3) **The Secretary** shall maintain a record of the proceedings of the Board, be responsible for the custody of the records of the Board, see that notices are duly given and complete such other duties as the Board may assign. If the duties of the Secretary are delegated to a VLAWMO employee, the Secretary shall supervise the performance of those duties.
- 4) **The Treasurer** shall be responsible for all monies of VLAWMO and shall periodically report the fiscal condition of VLAWMO to the Board. The Chair, Vice Chair, Treasurer and Administrator are authorized to be signers for financial disbursements provided that all checks, other forms of disbursement, or any obligations will require at least two signatures from among the authorized signers.

Subdivision 3. Quorum. A majority of the Members present shall constitute a quorum at all Board meetings. In the absence of a quorum, a scheduled meeting shall not be started and the meeting shall be re-scheduled.

Subdivision 4. Meetings. Regular meetings of the Board shall be held at least once each quarter on a day and time selected by the Board. All meetings of the Board are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all Members, provided to the public requesting this information, posted one week before the meeting outside the



meeting area, and published in a newspaper of general circulation distributed in the VLAWMO area. Meetings shall be conducted in accordance with the latest version of Roberts Rules of Order.

Subdivision 5. Voting. Each Director shall have one (1) vote in all matters, as follows:

- 1) approval of the proposed annual VLAWMO operating budget shall require approval of a simple majority of all Directors;
- 2) approval of Works of Improvement (capital improvement projects) will require approval of two-thirds (2/3) of all Directors; and
- 3) approval of all others matters will be determined by a simple majority of Directors present and voting.

Subdivision 6. Committees. The Board may appoint such committees and subcommittees as it deems appropriate. At least one Board member shall be the appointed as the Chairman of each committee and all committees shall regularly report their activities to the Board.

Subdivision 7. Public Participation. The Board may appoint such committees and subcommittees composed of citizens as needed to provide for public participation and input in watershed activities and the responsibilities of VLAWMO. Such citizen committees shall be advisory.

SECTION VI RESPONSIBILITIES AND DUTIES OF THE BOARD OF DIRECTORS

Subdivision 1. Policies and Procedures. The Board shall adopt rules and regulations as it deems necessary to carry out its duties and the purpose of this Agreement. Such rules and regulations may be amended from time to time in either a regular or special meeting of the Board provided that notice of such proposed amendment has been given to each Director at least ten (10) day prior to the meeting at which the proposed amendment will be considered. The initial rules and regulations shall be submitted to the Members for their review. Members shall submit their comments to the Board within 45 days. These rules and regulations, after adoption, shall be recorded in the VLAWMO policy book.

Subdivision 2. Watershed Management Plan (Plan). The Board shall adopt a water management plan, as required by the Act. The Plan shall be subject to the appropriate governmental unit review as required by the Act.

Subdivision 3. Data. The Board, in order to give effect to the purposes of the Act may:

- 1) Acquire and record appropriate data within the Area; and
- 2) Establish and maintain devices for acquiring and recording hydrological or other data within the Vadnais Lake Area Watershed.

Subdivision 4. Local Studies. Each Member reserves the right to conduct separate or concurrent studies on any matter under study by VLAWMO.

Subdivision 5. Transfer of Drainage System. VLAWMO shall have the authority of a watershed district under section Minn. Stat. Chapter 103B to accept the transfer of drainage systems in the



watershed, to repair, improve, and maintain the transferred drainage systems, and to construct all new drainage systems and improvements of existing drainage systems in the watershed, provided that projects may be carried out under the powers granted in Minn. Stat. Chapter 103B and that proceedings of the Board with respect to the systems must be in conformance with the Watershed Management Plan adopted pursuant to Minn. Stat. Chapters 103A through 103H.

Subdivision 6. Works of Improvement. Each Member agrees to contribute its proportionate share of all approved capital improvement expenditures, which includes engineering, planning, legal and administrative costs, based on the benefit to be received by each Member or other entity from the improvement or management project. The Board shall submit, in writing, a statement to each Member or other entity, setting forth in detail the expenses incurred by VLAWMO for each project.

Capital improvement projects may be initiated either by (1) recommendation of the VLAWMO Board to the governmental unit(s) affected or, (2) petition to the Board by the affected governmental unit. In either case and after study, and approval by two-thirds (2/3) of the Directors, the Board shall provide the affected governmental units with estimated costs and a description of the benefits to be realized by those affected and the costs to be borne based on benefit.

Subdivision 7. Water Conveyances. The Board may order any governmental unit to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course of terminus of any ditch, drain, storm sewer, water course, natural or artificial, that affects the Vadnais Lakes Area Watershed in accordance with adopted plans.

Subdivision 8. Watershed Operations. The Board may order any government unit to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works in accordance with adopted plans.

Subdivision 9. Storm and Surface Waters. The Board shall regulate, conserve and control the use of storm and surface water within the Vadnais Lakes Area Watershed pursuant to its Watershed Management Plan.

Subdivision 10. Entrance upon land. To the extent permitted by Minnesota Statutes, the Board or its designated representatives may enter upon lands within or outside the Vadnais Lakes Area Watershed to make surveys and investigations to accomplish the purposes of VLAWMO and the Act.

Subdivision 11. Legal and Technical Assistance. The Board may obtain and 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 within the Area.



Subdivision 12. Permits. VLAWMO shall cooperate with appropriate local, state, and federal agencies in obtaining required permits and shall review permits issued by local units of government to accomplish the purposes identified in Section I of this Agreement.

Subdivision 13. Office. VLAWMO shall maintain an office within the Area. All notices to VLAWMO shall be mailed or delivered to such office.

Subdivision 14. Insurance. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection.

Subdivision 15. Financial Records. The Board shall maintain the books and accounts of VLAWMO consistent with generally accepted accounting principles and provide the separate accounting of operations and capital improvement projects.

Subdivision 16. Audit. The Board shall annually cause an independent certified audit of the books and accounts of VLAWMO.

Subdivision 17. Claims. To the extent required by Minnesota Statutes, VLAWMO shall be responsible for damages caused by it. All Minnesota Statutes governing notices of claims and limits on municipal liability shall be applicable to VLAWMO. To the extent permitted by Minnesota Statutes, VLAWMO shall be treated as a single municipal entity for municipal liability purposes.

Subdivision 18. Employees. The Board may employ or subcontract to persons or entities to fulfill defined responsibilities of VLAWMO with the approval of a majority of the Board.

Subdivision 19. Contracts. The Board may make such contracts and enter into such agreements as necessary to fulfill its obligations under this Agreement. Any such contract or agreement shall be in accordance with the Uniform Municipal Contracting Law, Minn. Stat. Section 471.345, and the Joint Powers Act, Minn. Stat. Section 471.59.

Subdivision 20. Annual Report to Members. The Board shall make and file a report to all of the Members at least once each year including the following information:

- a. the financial condition of VLAWMO;
- b. the status of all VLAWMO projects and work; and
- c. the business transacted by VLAWMO and other matters which affect the interests of VLAWMO.

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

Subdivision 21. Records. VLAWMO's books, reports and records shall be available for and open to inspection at reasonable times.

Subdivision 22. Other Powers. The Board may exercise such other powers necessary and incidental to the implementation of the purposes set forth herein as authorized by the Members.



Subdivision 23. Amendments to this Agreement. The Board may recommend changes in this Agreement to the Members. This Agreement may be amended only by the Agreement of each of its members.

SECTION VII RESPONSIBILITIES AND DUTIES OF TECHNICAL COMMISSION

Subdivision 1. Duties and Responsibilities. The Board shall establish a Technical Commission (Commission) that will provide technical expertise for the planning and operation of VLAWMO programs and projects. This Commission through the VLAWMO Administrator and other VLAWMO employees shall administer the day-to-day operations of VLAWMO. The VLAWMO Administrator shall serve as a non-voting member of the Commission. Each Member shall appoint a representative, who will be known as Commissioner, and an alternate to the Commission.

Subdivision 2. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Commission appointment, following guidelines promulgated by the Board.

Subdivision 3. Technical Commission Officers. The Board shall annually appoint a Chair from among the Commissioners. At the first meeting of the Commission each calendar year, the Commission shall elect from among the Commissioners a Vice Chair and Secretary, and such other officers as it deems necessary to conduct its meetings and affairs. An Alternate Commissioner may not serve as an officer of the Commission.

Subdivision 4. Meetings. Regular monthly meetings of the Commission shall be held on a day and time selected by the Commissioners. All meetings of the Commission are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all **Commissioners**, provided to the public requesting this information, posted one week before the meeting outside the meeting area, and published in a newspaper of general circulation distributed in the watershed. Meetings shall be conducted in accordance with the latest version of Roberts Rules of Order. Each Commissioner shall have one vote.

A majority of the Commissioners present shall constitute a quorum at all Commission meetings. In the absence of a quorum, a scheduled meeting shall be opened, re-scheduled and adjourned.

Subdivision 5. Watershed Management Plan (Plan). The Commission shall prepare and/or update a water management plan, as required by the Act. The Plan, either a new one or an updated one, shall be recommended to the Board of Directors for approval. The Plan shall:

- 1) Describe the existing physical environment, land use, an development in the area and the environment, land use, and development proposed in existing local and metropolitan comprehensive plans;
- 2) Present information on the hydrologic systems and components, including any drainage systems previously constructed under Minn. Stat. Sections 106A.005 – 106A.811 and existing and potential problems relating thereto;
- 3) State objectives and policies, including management principles, alternatives and modifications, water quality, and protection of natural characteristics;



- 4) Set forth a management plan, including the hydrologic and water quality conditions that will be sought and significant opportunities for improvement;
- 5) Describe the effect of the plan on existing drainage systems;
- 6) Describe conflicts, if any, between the watershed plan and existing plans of governmental units;
- 7) Establish a procedure providing for citizen and technical advisory committees or other means of public participation;
- 8) Set forth an implementation program consistent with the management plan, which includes a capital improvement program and standards and schedules for amending the comprehensive plans and officials controls of governmental units in the watershed to bring about conformance with the watershed plans; and
- 9) Set out a procedure for amending the water plan.

The Plan shall be subject to the appropriate governmental unit review as required by the Act.

Subdivision 6. Local Water Management Plan. After the adoption of a new or revised watershed management plan, each Member and any other local government unit within the Area shall review its local water management plan for changes needed for it to be consistent with the new or revised Watershed Management Plan. Each local water management plan shall include:

- 1) a description of the existing and proposed land uses;
- 2) a definition of drainage areas, including the volumes, rates and paths of storm water runoff;
- 3) identification of areas and elevations for storm water storage;
- 4) a description of water quality efforts which may be needed to implement the plan; and
- 5) an implementation program including official land use and developmental controls and a capital improvement program if needed.

After consideration, but before adoption of a new or revised local water management plan by the governmental unit, each Member or any other governmental units in the Area shall submit its water management plan to the Board. The Board shall within sixty (60) days approve or disapprove the plan or parts thereof. If the Board fails to complete its review within the prescribed period, and unless an extension is agreed to by the Member or other local governmental unit, the local plan shall be deemed approved consistent with applicable state laws.

Subdivision 7. Dispute Resolution for Water Plan Improvements Initiated. Appeals of Wetland Conservation Act decisions shall follow the procedure outline in MN Rules Chapter 8420.0250.

Subdivision 8. Appeals of Decisions and Recommendations of the Commission. Members shall comply with Commission's determinations as to the force and effect of the Watershed Management Plan, the Local Water Management Plans and any cost allocations for improvements initiated pursuant to these plans.



Any governmental unit which disputes a determination of the Commission as to force and effect of the Watershed Management Plan, any Local Water Management Plan, or the cost allocations for improvements, initiated pursuant to these plans, may appeal the recommendation or decision to the Board within thirty (30) days of receipt of such written notice of such determination.

Should the appeal not be completed to the satisfaction of all parties, a party may submit the dispute to arbitration. Arbitration shall be conducted in the following manner:

- 1) A governmental unit shall have thirty (30) days from receipt of the written decision on the appeal by the Board to submit a dispute to arbitration by giving written notice to an officer of the Board;
- 2) The Board of Arbitration shall consist of three Members, one appointed by the governmental unit initiating the arbitration, one appointed by the Board and one appointed by the Chief Administrative Law Judge of the State of Minnesota, if willing to do so and if not, by the Chief Judge of the Ramsey County District Court. The third member so appointed shall preside at the arbitration hearing;
- 3) The arbitration cost of the neutral arbitrator shall be divided equally between VLAWMO and the government unit initiating the arbitration; and
- 4) Arbitration shall be conducted in accordance with the Uniform Arbitration Act (Minn. Stat. Chapter 572), except as modified above.

Subdivision 9. Other Duties. The Commission shall exercise such other duties necessary and incidental to the implementation of the purposes set forth herein as authorized by the Board.

SECTION VIII FINANCING VLAWMO

Subdivision 1. Annual Operating Budget. On or before July 1st of each year, the Board shall prepare a proposed annual operating budget for the following calendar year. The budget shall provide funds to operate VLAWMO for the next calendar year. The proposed operating budget and the sources for these funds shall be recommended for approval to the Members.

The annual operating budget may be funded by one or more of the following:

- 1) An authorized special tax levy authorized by the State of Minnesota for an amount approved by the Members;
- 2) VLAWMO operated Storm Water Utility authorized by the State of Minnesota and approved by the Members;
- 3) Annual payment from each governmental unit party to this agreement and other entities based on an annual assessment as determined in Subdivision 2 in this Section; and
- 4) Service fees, grants, interest or other funding sources as available.

Each Member shall pay its annual assessment in the following manner:

- 1) The entire amount shall be due by January 31st of the year due; or



- 2) One-half (1/2) of each Members entire amount shall be due by January 31 of the year due and the second one-half (1/2) of the entire amount shall be due by August 31 of the year due.

Failure to pay the required amounts by the due dates will cause a one (1) percent per month service fee to be added to the unpaid amount due.

Subdivision 2. Budget Meeting and Approval. The proposed annual Operating and Capital Improvement budget for the next calendar year shall be prepared by July 1 of each calendar year. Each Member shall review the proposed operating budget and shall either approve, reject or propose an amended operating budget on or before October 15th of each year. No response from a Member, within this time period, will be considered approval of the proposed operating budget. After final approval of the proposed operating budget by each Member, the Secretary shall certify and prepare a statement showing the approved operating budget and the assessed amount to be paid by each Member on or before October 31 of each year.

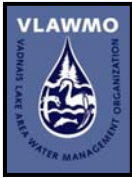
Subdivision 3. Annual Assessment for Services

The annual contribution of each Member or other entity shall be calculated upon the following formula:

- 1) Forty percent (40 percent) based upon the assessed valuation of all real property of each governmental unit within the Area;
- 2) Forty percent (40 percent) based upon the total area of the property within each governmental unit within the Area; and
- 3) Twenty percent (20 percent) based upon the population of each governmental unit within the Area.

Subdivision 4. Capital Improvement Projects Program and Funding. On or before June 1 of each year the Board shall prepare a capital improvements program and budget for projects to be started or completed in the following year as described in the Water Plan and submit for approval by the Members. Each proposed project shall be described and its estimated cost and time for completion shall be provided. Only projects described in the Watershed Management Plan or its amendments may be included in the capital improvement budget. Funding in the capital improvement budget shall be calculated as follows:

- 1) If money raised by the Special tax levy or by the Storm Water Utility is to be used for Capital Projects, the Members shall be provided the opportunity to review and approve the amount of the tax levy that will be used for Capital Projects within sixty (60) days of receipt of the Board's Capital Improvement Budget;
- 2) If a capital project is to be funded wholly or in part by one or more governmental unit(s), they will be provided the opportunity to review and approve or disapprove the capital improvement budget within sixty (60) days of receipt of the Board's Capital Improvement Budget; and



- 3) If service fees, grants, interest or other funding sources are available the source and amounts of such funds shall be shown.

If the capital improvement budget is approved, as provided above, each governmental unit shall contribute its budgeted share of the cost of constructing said capital improvement projects.

Subdivision 5. Governmental Unit Financing. Members may establish a watershed management tax district in the Area for the purpose of paying costs of the engineering and planning required to develop a watershed management plan for the Area. After the plan is adopted and approved, a tax district may be established for the purpose of paying capital costs of projects described in the plan (including normal and routine maintenance of projects). If required, the tax district shall be established by ordinance adopted after a hearing by a local government unit, following provisions of Minn. Stat. Chapter 103B.

Subdivision 6. Reserve Funds. The Board may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Board not currently needed for its operations in the manner and subject to the laws of Minnesota applicable to statutory cities. Any and all reserve funds must be clearly indicated on the annual financial audit provided to the Members.

Subdivision 7. Gifts; Grants; Loans. VLAWMO may, within the scope of this Agreement, 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, shall 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 related thereto.

SECTION IX

DURATION OF THIS JOINT POWERS AGREEMENT

Subdivision 1. Duration of Agreement. Each Member agrees to be bound by the terms of this Agreement until December 31, 2011, and that it may be continued thereafter at the option of the Members. This Agreement shall be in full force and effect upon the filing of certified copy of the resolution approving said Agreement by each governmental unit.

Subdivision 2. Termination of Agreement. This Agreement shall continue in full force and effect until the majority of the Members shall agree to terminate this Agreement or it expires. This Agreement may be replaced by a new joint powers agreement pursuant to Minn. Stat. Section 471.59 to provide for continuing the work of VLAWMO consistent with Minn. Stat. Chapter 103B.

SECTION X



DISSOLUTION

Subdivision 1. Dissolution of VLAWMO. VLAWMO shall continue until the majority of the Members shall mutually agree to dissolve VLAWMO which proceeding must be in accord with Minnesota Rules 8410.0180.

Subdivision 2. Petition to Dissolve VLAWMO. Consistent with Minnesota Rules 8410.0180, all Members may petition the Board of Water and Soil Resources to terminate VLAWMO. This petition shall be in the form of a resolution from the Board of VLAWMO. Upon 90 days notice, in writing, to the clerk/administrator or each Member, Ramsey and Anoka Counties, the Board shall hold a hearing and upon favorable vote of a majority of the Board of Commissioners submit the petition to the Board of Water and Soil Resources recommending that VLAWMO be dissolved.

The resolution adopted shall recognize that the Members, jointly or severally, are willing and able to assume ownership of VLAWMO's assets and the responsibility for managing and maintaining VLAWMO's previously approved projects and implement the watershed plan of VLAWMO developed pursuant to Minn. Stat. Chapter 103B. Such resolution by the Board of Commissioners shall be submitted as a petition to the State Board of Water and Soil Resources requesting that a hearing be held pursuant to procedures in Minn. Stat. Chapter 103B.

Upon a set of findings and order for dissolution of VLAWMO by the State Board of Water and Soil Resources, all property of VLAWMO shall be transferred, either jointly or severally, to the governmental units of VLAWMO. Such transfer of VLAWMO assets may be made in proportion the total contribution of each Member as required by the last annual operating budget.

The transfer of real estate property of VLAWMO pursuant to this section shall not affect the benefits or damages for any improvement previously constructed by VLAWMO before dissolution. The real estate property affected shall remain liable for its proper share of any outstanding indebtedness of VLAWMO applying to the property before the dissolution, and levies assessment for the indebtedness continue in force until the debt is paid off.



**SECTION XI
COUNTERPARTS**

This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement that is binding on all of the parties hereto notwithstanding that all of the parties are not signatory to the original of the same counterpart.

IN WITNESS WHEREOF, the following parties have executed this agreement on the day of complete execution thereof by all parties,

CITY OF GEM LAKE

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF LINO LAKES

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk



WHITE BEAR TOWNSHIP

By _____

Chair

Dated ___/___/___

Attest _____

City Clerk

(VLAWMOJPA2007)

AMENDMENT TO JOINT POWERS AGREEMENT

THIS AMENDMENT is made and entered into as of the last date of execution by and between the participating units of local government of the cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights and White Bear Lake and the Township of White Bear (hereinafter collectively referred to as "Members").

WHEREAS, the Members are parties to an agreement entitled JOINT POWERS AGREEMENT TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED (hereinafter the "Agreement"), pursuant to which the Members have formed a watershed management organization in accordance with Minnesota Statutes, Section 103B.201 et seq. (the "Metropolitan Surface Water Management Act"); and

WHEREAS, the parties have agreed that it is reasonable, appropriate and in the best interests of the public to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, on the basis of the premises and the mutual promises herein set forth, the Members agree as follows:

1. Section VI is amended by adding new Subdivision 24 as follows:

Subdivision 24. Storm Sewer Utility.

- 1) The Board may establish, operate and fund a storm sewer utility in accordance with Minnesota Statutes, Section 444.075 and subject only to the limitations thereof and of this Agreement. The utility may include all storm sewer systems and facilities including ditch systems transferred to the Commission pursuant to Minnesota Statutes, Section 103B.211, Subd.1(a)(4), drainage systems conveying surface water between Member jurisdictional boundaries and any other activities and facilities authorized by Minnesota Statutes, Section 444.075.
- 2) The Board may enter into such contracts with Members, other units of government or other parties as the Board deems reasonable and necessary for the operation of the storm sewer utility, including but not limited to, contracts for construction, operation, repair and maintenance of facilities, and for collection of storm sewer charges.
- 3) The Board may not establish rates at an amount that will result in annual charges of more than the Total Maximum Utility Charges without the consent of a majority of the Members by resolution by their governing bodies. The Total Maximum Utility Charges for 2008 are \$400,000. The Total Maximum Utility charges for 2009 is \$425,000, 2010 is \$450,000, 2011 is \$475,000.
- 4) The Board may set and collect fees and charges for expenses of the utility in accordance with Minnesota Statutes, Section 444.075.
- 5) The Board may adopt and enforce rules and regulations for the operation of the storm sewer utility.
- 6) Any Member may create, operate and maintain its own storm sewer utility and collect fees and charges for its own storm sewer facilities. Such utility may be operated independently by the Member or cooperatively by agreement between the Commission and the Member.
- 7) The Board is not authorized to issue and sell obligations to finance its utility.

2. Section VI is amended by adding new Subdivision 25 as follows:

Subdivision 25. County Tax Levy. The Board shall have the authority to certify for payment by the counties all or any part of the cost of a capital project contained in the capital improvement program of the Watershed Management Plan, in accordance with Minnesota Statutes, Section 103B.251.

3. Section VI is amended by adding new Subdivision 26 as follows:

Subdivision 26. Funding of Capital Projects. Capital projects may be funded by Member contributions in accordance with Subdivision 6 of this Section, Storm Sewer Utility Charges in accordance with Subdivision 24 of this Section, a County Tax Levy in accordance with Subdivision 25 of this Section, by separate agreement between the Commission and all Members contributing to the cost of a project, or any combination of such means of funding.

This Amendment may be executed in several counterparts and all counterparts so executed shall constitute one agreement that is binding on all of the Members notwithstanding that all of the Members are not signatory to the original of the same counterpart.

IN WITNESS WHEREOF, the following parties have executed this Amendment on the day of last execution hereof by all parties:

CITY OF GEM LAKE

By: _____
Mayor

Dated: ____/____/____

Attest: _____
City Clerk

CITY OF LINO LAKES

By: _____
Mayor

Dated: ____/____/____

Attest: _____
City Clerk

CITY OF NORTH OAKS

By: _____
Mayor

Dated: ____/____/____

Attest: _____
City Clerk

CITY OF VADNAIS HEIGHTS

By: _____
Mayor

Dated: ____/____/____

Attest: _____
City Clerk

CITY OF WHITE BEAR LAKE

By: _____
Mayor

Dated: ____/____/____

Attest: _____
City Clerk

WHITE BEAR TOWNSHIP

By: _____
Chair

Dated: ____/____/____

Attest: _____

LEGAL DESCRIPTION OF VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

All the land lying within the following described boundaries:

Beginning at the intersection of State Trunk Highway No. 96 and Rice Street; thence West along State Trunk Highway No. 96 to Hodgson Road (State Trunk Highway 49); thence North on Hodgson Road (State Trunk Highway 49) to Turtle Lake Road (County Road I); thence East and North on Turtle Lake Road (County Road I) to Sherwood Road; thence East and North on Sherwood Road to the north line of Registered Land Survey 268; thence East along the north line of Registered Land Survey 268 to the east line of the Northeast Quarter of Section 06, Township 30, Range 22; thence north along said East line to Ash Street (County Road J, C.S.A.H. No. 32); thence East on Ash Street (County Road J, C.S.A.H. No. 32) to the west line of the Southeast Quarter of Section 34, Township 31, Range 22; thence North along said west line to the south line of the Northeast Quarter of said Section 34; thence East along said south line to the west line of the recorded plat of W. WHITLOCK'S SUBDIVISION OF PART OF SEC'S 34 & 35, T. 31 – R. 22; thence North along said west line to Holly Drive; thence East on Holly Drive to the east line of the west 830 feet of the Northwest Quarter of Section 35, Township 31, Range 22; thence North along said east line to the north line of said Northwest Quarter; thence East along said north line to the northeast corner of said Northwest Quarter; thence North along the west line of the Southwest Quarter of the Southeast Quarter of Section 26, Township 31, Range 22 to the northwest corner of said Southwest Quarter of the Southeast Quarter; thence East along the north line of said Southwest Quarter of the Southeast Quarter to the southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 26; thence North along the west line of said Northeast Quarter of the Southeast Quarter to Birch Street (County State Aid Highway No. 34); thence East along Birch Street (County State Aid Highway No. 34) to the northwest corner of the Southwest Quarter of Section 25, Township 31, Range 22; thence East along the north line of said Southwest Quarter to the northeast corner of said Southwest Quarter; thence South along the east line of said Southwest Quarter to the southeast corner of said Southwest Quarter; thence West along the south line of said Southwest Quarter to Interstate Highway No. 35E; thence South along Interstate Highway No. 35E to the westerly extension of Otter Ridge Road;

thence East along said westerly extension of Otter Ridge Road to the east line of Section 4, Township 30, Range 22;
thence South along said east line of said Section 4 to Stuart Avenue;
thence East along Stuart Avenue and its easterly extension to the east line of the recorded plat of EAGLE PARK EAST;
thence South along said east line of the recorded plat of EAGLE PARK EAST and its southerly extension to County Road H2;
thence East along County Road H2 to Otter Lake Road;
thence South along Otter Lake Road to Hammond Road;
thence East along Hammond Road to the Minneapolis St. Paul & Sault Ste Marie Soo Line Railway;
thence East along said Minneapolis St. Paul & Sault Ste Marie Soo Line Railway to the west line of Lot 13, Block 1 as shown on the recorded plat of INTERLACHEN GARDENS;
thence South along said west line to Garden Lane;
thence East along Garden Lane to Wood Avenue;
thence South on Wood Avenue to the south line of Lot 1, Block 1 as shown on the recorded plat of GARDEN LANE ADDITION;
thence East along said south line and its easterly extension to Bald Eagle Avenue;
thence South on Bald Eagle Avenue to the north line of the Northeast Quarter of Section 14, Township 30, Range 22;
thence East along said north line to the east line of the west 300 feet of said Northeast Quarter;
thence South along said east line to the intersection of the westerly extension of 11th Street as dedicated on the recorded plat of JOHN'S ADDITION;
thence East along said westerly extension of 11th Street to the east line of said recorded plat of JOHN'S ADDITION;
thence Southerly along said east line to the north line of Lot 6, Block 24, AUDITOR'S SUBDIVISION NO. 48;
thence East along said north line to Highway No. 61;
thence South on Highway No. 61 to Shady Lane;
thence Southeasterly along Shady Lane to Lake Avenue;
thence Southwesterly and westerly along Lake Avenue to Highway No. 61;
thence Southerly along Highway No. 61 to Lake Avenue South;
thence South on Lake Avenue South to White Bear Avenue;
thence Southeasterly on White Bear Avenue to South Shore Boulevard;
thence East on South Shore Boulevard to Hazel Street;
thence South on Hazel Street to Ash Street (County Road F);
thence East on Ash Street (County Road F) to Jay Lane;
thence South on Jay Lane and its southerly extension to Oak Terrace;
thence Southerly on Oak Terrace to Cedar Avenue;
thence West on Cedar Avenue to Prairie Road;
thence South on Prairie Road to Blomquist Avenue;
thence West on Blomquist Avenue to Cranbrook Avenue;
thence North on Cranbrook Avenue to Birch Street;
thence West on Birch Street to Cranbrook Drive;

thence Southwesterly from the intersection of Birch Street and Cranbrook Drive to the intersection of Cedar Avenue (County Road E2) and Howard Avenue;
thence West on Cedar Avenue (County Road E2) to Hazel Street;
thence South on Hazel Street to Richard Avenue;
thence West on Richard Avenue to the intersection of its westerly extension and Midland Avenue;
thence North on Midland Avenue to the south line of Lot 81 as shown on the recorded plat of NORTON'S RICHFIELD ACRES;
thence West along said south line of Lot 81 to the southwest corner of said Lot 81;
thence North along the west line of said Lot 81 and its northerly extension to Cedar Avenue (County Road E2);
thence West on Cedar Avenue (County Road E2) to the west line of the Southwest Quarter of Section 26, Township 30, Range 22;
thence South on said west line to Tony Court;
thence West on Tony Court and its westerly extension to Burlington Northern Railway;
thence South along Burlington Northern Railway to County Road E;
thence West on County Road E to the west line of Outlot I of the recorded plat of HUNTERS RUN OF GEM LAKE;
thence North along said west line of Outlot I to the north line of the south 886 feet of the Southwest Quarter of Section 27, Township 30, Range;
thence West along said North line of the south 886 feet to the west line of said Southwest Quarter of Section 27, Township 20, Range 22;
thence South along said west line of the Southwest Quarter to County Road E;
thence West along County Road E to Interstate Highway No. 35E;
thence South along Interstate Highway No. 35E to Berwood Avenue (County Road D2, Mississippi Street);
thence West on Berwood Avenue (County Road D2, Mississippi Street) to Greenbrier Street;
thence South on Greenbrier Street to Monn Avenue;
thence West along Monn Avenue and its westerly extension to Burlington Northern Railway;
thence Southwesterly along Burlington Northern Railway to the east line of the Southeast Quarter of Section 31, Township 30, Range 22;
thence North along said east line of the Southeast Quarter to the northeast corner of said Southeast Quarter of Section 31;
thence West along the north line of said Southeast Quarter to the northeast corner of the Southwest Quarter of Said Section 31;
thence West along the north line of said Southwest Quarter to Rice Street;
thence North along Rice Street to the point of beginning.