

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 Minnesota Statutes, 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, Minnesota Statutes, Section 103B.201 et seq. (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 and amend a water management plan; and
- 3) Operate appropriate programs including those to:
 - a) protect, preserve and use natural surface water 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 conservation and 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 A.

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

“Capital Improvement Program” – An itemized program for at least a five-year prospective period, and any amendments to it, subject to at least biennial review, setting forth the schedule, timing, and details of specific contemplated capital improvements by year, together with their estimated cost, the need for each improvement, financial sources, and the financial effect that the improvements will have on the local government unit or watershed management organization.

“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 Minnesota Statutes, 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 Minnesota Statutes, Section 471.59, Subdivision 1.

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

“Local Water Management Plan” – A plan adopted by the each of the members pursuant to Minnesota Statutes, 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 or as described in Appendix A.

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

“Watershed Management Plan” - A plan adopted by VLAWMO pursuant to Minnesota Statutes, Section 103B.231.

SECTION IV ORGANIZATION OF VLAWMO; RESPONSIBILITIES OF MEMBERS

Subdivision 1. Board of Directors. The governing body of the 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 Minnesota Statutes, 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, 2013 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, 2014 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. A Directors appointed to fill a vacancy shall serve out the remainder of the term of the Director the person succeeded.

Subdivision 4. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Director appointment. Eligible appointees must be elected officials and compliant with Minnesota Statutes, 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-Treasurer of the Board.

Subdivision 6. Appointment of Alternate Director. One Alternate Director shall 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 a meeting of the Board held no later than April of each calendar year, also known as the Annual Meeting, the Board shall elect from among the Directors a Chair, Vice Chair, and a Secretary-Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs ("Officers"). 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-Treasurer** 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. The Secretary-Treasurer shall also be responsible for all monies of VLAWMO and shall periodically report the fiscal condition of VLAWMO to the Board. If the duties of the Secretary-Treasurer are delegated to a VLAWMO employee, the Secretary-Treasurer shall supervise the performance of those duties.

Subdivision 3. Quorum. A majority of the Members present shall constitute a quorum at all Board meetings. No business or decision may be made without a quorum.

Subdivision 4. Meetings. Regular meetings of the Board shall be held at least bi-monthly 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, and follow notice requirements outlined in Minnesota Statutes, Section 13D.04. Meetings shall be conducted in accordance with rules adopted by the Board.

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 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 Chairperson 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) days prior to the meeting at which the proposed amendment will be considered. 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. The Member shall make every effort to coordinate its studies with the VLAWMO in order to maximize the use of resources.

Subdivision 5. Transfer of Drainage System. VLAWMO shall have the authority of a watershed district under Minnesota Statutes, Chapter 103B, Chapter 103E, and other applicable law 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. All such activities and projects shall be carried out in accordance with the powers and procedures set forth in Minnesota Statutes, Chapters 103B and other applicable law, and must be in conformance with the Watershed Management Plan adopted pursuant to Minnesota Statutes, Chapters 103A through 103H.

Subdivision 6. Capital 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 local 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 its adopted plans.

Subdivision 8. Watershed Operations. The Board may order any local 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 its on-going operations and projects, as well as in matters of 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, Minnesota Statutes, Section 471.345, the Joint Powers Act, Minnesota Statutes, Section 471.59, and other applicable laws.

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:

- 1) the financial condition of VLAWMO;
- 2) the status of all VLAWMO projects and work; and
- 3) 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, and provided to the public requesting this information, and follow notice requirements outlined in Minnesota Statutes, Section 13D.04. 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 be compliant with Minnesota Statutes, Ch. 103B as it may be amended and applicable Minnesota Rules. 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 shall be consistent with state law. 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. 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 (Minnesota Statutes, Chapter 572), except as modified above.

Subdivision 8. 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 September 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 operates 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 percent (1%) 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 September 1 each calendar 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%) based upon the assessed valuation of all real property of each government unit within the Area;
- 2) Forty percent (40%) based upon the total area of the property within each governmental unit with the Area; and
- 3) Twenty percent (20%) based upon the population of each governmental unit within the Area.

Subdivision 4. Capital Improvement Projects Program and Funding. On or before July 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. 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 levies 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 Minnesota Statutes, 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.

Subdivision 8. Disbursements. All VLAWMO disbursements shall be sent to the Secretary-Treasurer of the Board and the finance officer of the Technical Commission for review. Checks issued by VLAWMO shall have two signatures. Officers and the VLAWMO Administrator may be authorized to sign checks. An Officers bond shall be maintained by VLAWMO in the amount of at least \$10,000. VLAWMO will be responsible for paying the premium on said bond.

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, 2026, 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 may be terminated prior to January 1, 2025, by the unanimous consent of the parties. If the agreement is to be terminated, a notice of the intent to dissolve the VLAWMO shall be sent to the Board of Water and Soil Resources and to Ramsey and Anoka Counties at least 90 days prior to the date of dissolution.

Subdivision 3. Dissolution. In addition to the manner provided in Subdivision 2 for termination, any member may petition the Board of Directors to dissolve the agreement. Upon 90 days' notice in writing to the clerk of each member governmental unit and to the Board of Water and Soil Resources and to Anoka and Ramsey County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Board members, the Board may by Resolution recommend that the VLAWMO 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 VLAWMO allowing a reasonable time to complete work in progress and to dispose of personal property owned by the VLAWMO.

Subdivision 4. Assets. 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 EFFECTIVE DATE

Subdivision 1. Adoption of Agreement. This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all six members. Said resolution shall be filed with the Chair of the existing VLAWMO who shall notify all members in writing of its effective date and shall set the date for the next meeting to be conducted under this amended Joint Powers 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.

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)

the intent to dissolve the VLAWMO shall be sent to the Board of Water and Soil Resources and to Ramsey and Anoka Counties at least 90 days prior to the date of dissolution.

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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.

CITY OF GEM LAKE

By 
Mayor

Dated 5/17/16

Attest _____
City Clerk

CITY OF LINO LAKES

By _____

CITY OF GEM LAKE

By _____
Mayor

Dated ____/____/____

Attest _____

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)

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated 8/12/2016

By 
Mayor

Attest 
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ____/____/____

By _____
Chair

Attest _____
City Clerk

(VLAWMOJPA2007)

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

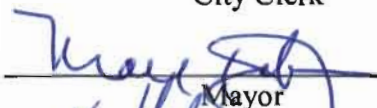
Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated 6/1/16

By 
Mayor

Attest 
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ____/____/____

By _____
Chair

Attest _____
City Clerk

(VLAWMOJPA2007)

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated 6/23/16

By Jo Emerson
Mayor

Attest Kara Causter
City Clerk

WHITE BEAR TOWNSHIP

Dated ____/____/____

By _____
Chair

Attest _____
City Clerk

(VLAWMOJPA2007)

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated 6 / 10 / 16

By Robert J. Harmer
Chair







Attest W. M. M. M.
Town City Clerk

(VLAWMOJPA2007)

Appendix A

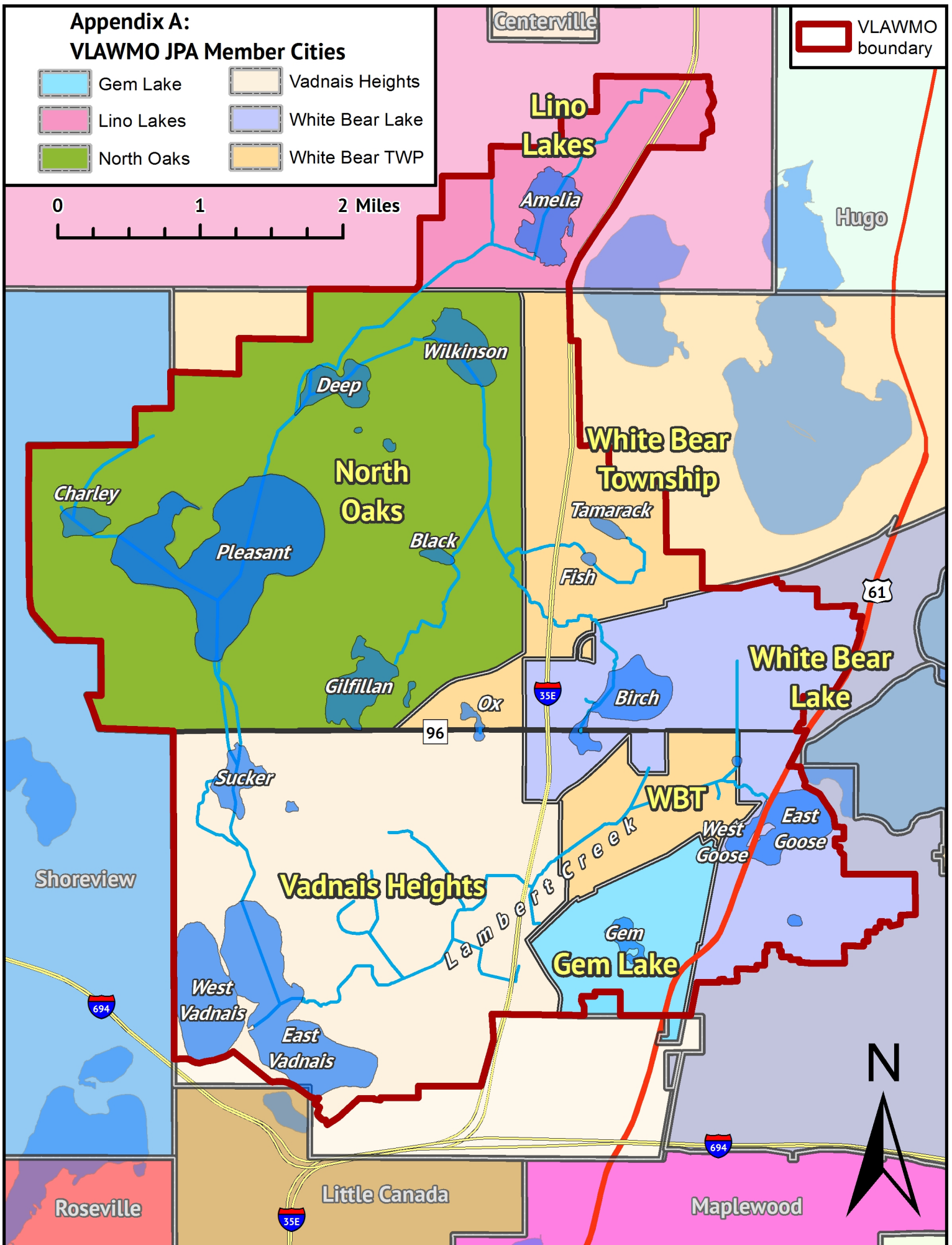
Map of the Vadnais Lake Area Water Management Organization

Appendix A: VLAWMO JPA Member Cities

	Gem Lake		Vadnais Heights
	Lino Lakes		White Bear Lake
	North Oaks		White Bear TWP

 VLAWMO boundary

0 1 2 Miles



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

This First Amendment (“Amendment”) to the Joint Powers Agreement to Protect and Manage the Vadnais Lake Area Watershed (“Joint Powers Agreement”) is entered into by and among the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear (collectively, the “Members”), all of which are parties to the Joint Powers Agreement.

WHEREAS, the Vadnais Lake Area Water Management Organization (“VLAWMO”) is interested in obtaining insurance coverage through the League of Minnesota Cities Insurance Trust; and

WHEREAS, certain amendments are needed to the Joint Powers Agreement to facilitate obtaining the insurance coverage, to ensure VLAWMO and its Members have full access to the coverage offered, and to expressly address liabilities.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendments. Subdivision 14 of the Joint Powers Agreement is hereby amended by adding the underlined material as follows:

Subdivision 14. Insurance and Liability. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection. The Members agree as follows with respect to liability of VLAWMO and the Members:

- 1) VLAWMO is a separate and distinct public entity to which the Members have transferred all responsibility and control for action taken pursuant to this Agreement.
- 2) VLAWMO shall defend and indemnify the Members, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Board of Directors in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, section 466.04.
- 3) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 4) To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a, and provided further that for purposes of that statute, each part to this Agreement expressly declines responsibility for the acts and omissions of another Member. The Members are not

liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.

- 5) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
2. Limited. No other changes to the Joint Powers Agreement are intended as a result of this Amendment.
3. Authorizations. Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:
- a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;
 - b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
 - c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

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

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ____/____/____

By _____
Chair

Attest _____
Town Clerk

liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.

- 5) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
2. Limited. No other changes to the Joint Powers Agreement are intended as a result of this Amendment.
3. Authorizations. Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:
- a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;
 - b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
 - c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated 5/21/2019

By 
Mayor

Attest 
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.

- 5) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
2. Limited. No other changes to the Joint Powers Agreement are intended as a result of this Amendment.
3. Authorizations. Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:
- a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;
 - b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
 - c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk

CITY OF LINO LAKES

By _____
Mayor

Dated 5/28/2019

Attest _____
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ____/____/____

Attest _____
City Clerk



CITY OF
NorthOaks
Building on a tradition of innovation

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor
Attest _____
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor
Attest _____
City Clerk

CITY OF NORTH OAKS

Dated 6/20/19

By _____
Mayor
Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ____/____/____

By _____
Mayor
Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor
Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ____/____/____

By _____
Chair
Attest _____
Town Clerk



p 651-792-7750
f 651-792-7751



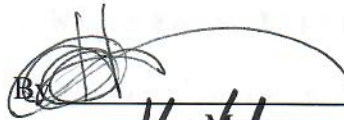

northoaks@cityofnorthoaks.com
www.cityofnorthoaks.com



100 Village Center Drive, Suite 230
North Oaks, MN 55127

CITY OF VADNAIS HEIGHTS

Dated 5/21/2019

By  _____
Mayor
Attest  _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor
Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ____/____/____

By _____
Chair
Attest _____
Town Clerk

CITY OF VADNAIS HEIGHTS

By _____

Mayor

Dated ____/____/____

Attest _____

City Clerk

CITY OF WHITE BEAR LAKE

By _____

Mayor

Dated 5/28/19

Attest _____

City Clerk

WHITE BEAR TOWNSHIP

By _____

Chair

Dated ____/____/____

Attest _____

Town Clerk

CITY OF VADNAIS HEIGHTS

Dated / /

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated / /

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated 5/24/19

By Ed. Sanchez
Chair

Attest 
Town Clerk

SECOND AMENDMENT (2019) TO THE JOINT POWERS AGREEMENT TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED

This Second Amendment (“Amendment”) to the Joint Powers Agreement to Protect and Manage the Vadnais Lake Area Watershed (“Joint Powers Agreement”) is entered into by and among the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear (collectively, the “Members”), all of which are parties to the Joint Powers Agreement.

WHEREAS, the Vadnais Lake Area Water Management Organization (“VLAWMO”) is interested in obtaining a loan (the “Loan”) from the Minnesota Pollution Control Agency (the “MPCA”) to finance a portion of the construction of VLAWMO’s Bacteria, Sediment, & Nutrient Reduction Project (the “Project”); and

WHEREAS, the MPCA requires that the Loan be secured by a bond issued by VLAWMO; and

WHEREAS, certain amendments are needed to the Joint Powers Agreement to allow VLAWMO to issue a revenue bond as security for the Loan.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendments. Section VIII of the Joint Powers Agreement is hereby amended by adding Subdivision 9 below:

Subdivision 9. Revenue Bonds to Secure MPCA Loan. VLAWMO is given express authority to issue revenue bonds in a principal amount not to exceed \$800,000 (the “Bonds”) to secure the Loan to finance the Project. The term “Bonds” shall also include bonds issued to refund and refinance the Bonds. As provided in Minn. Stat. § 471.59, subd. 11, the Bonds shall be revenue obligations of VLAWMO which are issued on behalf of the Members, and shall be issued subject to the conditions and limitations set forth in Minn. Stat. § 471.59, subd. 11. The Bonds shall be payable solely from VLAWMO’s revenues including its storm water utility fees. VLAWMO may not pledge to the payment of the Bonds the full faith and credit or taxing power of the Members. No bonds, obligations or other forms of indebtedness other than the Bonds may be issued by VLAWMO without the prior consent of the Members.

2. Limited. No other changes to the Joint Powers Agreement are intended as a result of this Amendment.
3. Authorizations. Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:
 - a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;

- b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
- c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

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

Dated ____/____/____

By _____
Chair

Attest _____
Town Clerk

b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and

c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated 8/20/2019

By Robt L. Uyma
Mayor
Attest [Signature]
City Clerk

CITY OF LINO LAKES

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

- b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
- c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated 8 / 12 / 19

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk



By _____
Chair
Attest _____
Town Clerk

- b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
- c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated 7/16/19

By  _____
Mayor

Attest  _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

- b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
- c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ____/____/____

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated 8/28/19

By Jo Emerson
Mayor

Attest Kara Cooney
City Clerk

Dated 7/1/19

By

Chair

Attest

Town Clerk