

## VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into 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 (individually a “**Member**” and collectively the “**Members**”).

### RECITALS

- A. The Vadnais Lake Area Water Management Organization (“**VLAWMO**”) was organized in 1983 and is located in the northeast metro area within Ramsey and Anoka counties.
- B. VLAWMO is responsible for an approximately 24.2 square mile watershed that encompasses the City of North Oaks, along with portions of the Cities of White Bear Lake, Gem Lake, Vadnais Heights, Lino Lakes, and White Bear Township and includes 17 lakes, 1 creek, and over 1000 wetlands as shown on the map maintained by VLAWMO.
- C. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. §§ 103B.201 to 103B.255) (“**Act**”) to plan for and manage surface water.
- D. Under the Act, one of the options available to local government units to satisfy its requirements is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- E. The Members elected to exercise their authority under the Act to adopt a joint powers agreement establishing VLAWMO to cooperatively manage and plan for the management of surface water within the watershed.
- F. The original joint powers agreement has been updated over time and the term of the current joint powers agreement expires on December 31, 2026.
- G. VLAWMO is funded in large part by storm sewer utility fees certified to the respective County Auditors and imposed by the Counties on properties within the watershed as authorized by special legislation adopted by the Minnesota Legislature in 2008 (2008 Minn. Laws Chap. 366, Art. 6, Sec. 47).
- H. The Members previously acted pursuant to their authority to establish the “Vadnais Lake Area Water Management Organization Board of Directors” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage VLAWMO.
- I. VLAWMO has also established a Technical Commission that performs a variety of functions to assist with VLAWMO’s operations and assist with developing VLAWMO’s annual budget.

- J. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with Minn. Stat. § 103B.231, Minn. R., chap. 8410, and such other law as may apply.
- K. The Members desire to enter into this Agreement to reaffirm VLawMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a watershed management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chap. 8410.

## **AGREEMENT**

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

### **SECTION I ESTABLISHMENT AND GENERAL PURPOSE**

- 1.1 **Reaffirming the Establishment.** The Members hereby reaffirm and ratify the establishment and continued operation of the “Vadnais Lake Area Water Management Organization” pursuant to the Act and such other laws and rules as may apply.
- 1.2 **General Purpose.** The general purpose of this Agreement is to continue VLawMO and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201 and the other provisions of the Act. The plan and programs shall operate within the boundaries of VLawMO as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

### **SECTION II DEFINITIONS**

- 2.1 **Definitions.** The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.
  - (a) “Agreement” means this Agreement developed pursuant to Minn. Stat. §§ 103B.211 & 471.59 and which reestablishes and continues the Vadnais Lake Area Water Management Organization.
  - (b) “Alternate Commissioner” means the person appointed by a Member to serve as its alternate to represent the Member on the Technical Commission in the absence or disability of its appointed Commissioner.

- (c) “Alternate Director” means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Director.
- (d) “Area” means the boundaries of the Vadnais Lake Area Watershed as set forth on the official map incorporated herein by reference.
- (e) “Board of Directors” or “Board” means the governing board of VLAWMO consisting of one elected official from each of the Members which are parties to this Agreement.
- (f) “Capital Improvement” means a physical improvement that has an extended useful life. A capital improvement is not directed toward maintenance of an in-place system during its life expectancy. A study or a research project do not constitute a capital improvement that must be included in the Watershed Management Plan.
- (g) “Capital Improvement Program” means 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.
- (h) “Commissioner” means a person appointed by each Member to the Technical Commission.
- (i) “Director” means the elected official appointed by each Member as its representative on the Board of Directors.
- (j) “Governing Body” means the city council of a Member city or the town board of the Member town.
- (k) “Local Water Management Plan” means a plan adopted by the each of the Members pursuant to Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.
- (l) “Member” means each of the cities and the town that are parties to this Agreement.
- (m) “Special Legislation” means 2008 Minn. Laws Chap. 366, Art. 6, Sec. 47.
- (n) “Storm Sewer Utility” or “SSU” means the public utility established by VLAWMO pursuant to the Special Legislation. The Board establishes and certifies to the County for collection within the Area a Storm Sewer Utility fee for the management of surface water.

- (o) “Technical Commission” or “TEC” means the commission established herein that is composed of technically skilled persons, appointed by each Member.
- (p) “Vadnais Lake Area Watershed” or “Watershed” means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Vadnais Lake as shown on the official watershed map incorporated herein by reference.
- (q) “VLAWMO” means the “Vadnais Lake Area Water Management Organization” that is reestablished and continued pursuant to this Agreement.
- (r) “Watershed Management Plan” means a plan adopted by VLAWMO pursuant to Minn. Stat. § 103B.231.

### **SECTION III ORGANIZATION OF VLAWMO**

- 3.1 Board of Directors. The governing body of VLAWMO shall be the “Vadnais Lake Area Water Management Organization Board of Directors.” The Board of Directors is comprised of a total of six (6) Directors. The parties hereby reaffirm the establishment and continued operation of the Board of Directors, which shall carry out the purposes and have the powers as provided in this Agreement.
- 3.2 Appointment of Directors. Each Member shall appoint one representative to serve as the Member’s Director on the Board. The appointment process shall comply with the requirements in Minn. Stat. § 103B.227, subds. 1 and 2.
- 3.3 Appointment of Alternate Directors. Each Member may appoint one representative to serve as the Member’s Alternate Director on the Board. A Member’s Alternate Director may attend the meetings of the Board, but shall only be counted as part of the quorum and be allowed to vote on matters before the Board in the absence of the same Member’s Director.
- 3.4 Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Director and Alternate Director appointments. Only current elected officials on the governing body of the Member are eligible to serve as a Director or Alternate Director.
- 3.5 Terms of Office. Directors and Alternate Directors serve three-year terms of office, which shall commence from the date of their appointment and will continue until their successors are selected. Each Member shall notify VLAWMO Administrator of its appointments.
- 3.6 Removal. Directors and Alternate Directors shall serve at the will and consent of the Members that appointed them. If a Member removes a Director or Alternate Director, it shall provide VLAWMO written notice within 10 days of the removal. The governing body of the Member shall act within 90 days to appoint an elected official to fill the vacancy and shall promptly provide VLAWMO written notice of such appointment.

3.7 Vacancies. A Member shall notify VLAWMO in writing within 10 days of the occurrence of a vacancy in its Director or Alternate Director positions. VLAWMO will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall comply with the requirements of Minn. Stat. § 103B.227, subd. 2 and appoint someone to fill the vacancy. The Member shall promptly notify VLAWMO of the appointment in writing. The appointed person shall serve the unexpired term of the position.

3.8 Appointment of Technical Commission Commissioners. Each Member to this Agreement shall appoint one Commissioner, and may also appoint one Alternate Commissioner, to serve on the Technical Commission. A Member shall promptly appoint someone to fill a vacancy in its Commissioner or, if applicable, Alternate Commissioner positions.

3.9 Compensation. Directors, Alternate Directors, Commissioners, and Alternate Commissioners shall serve without compensation and without an expense allowance from VLAWMO. A Director or Alternate 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, Alternate Director, Commissioner, and Alternate Commissioner for their service, in the discretion of the Member.

3.10 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, a 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.

3.11 Duties of Board Officers.

- (a) Chair. The Chair shall preside over meetings of the Board, sign checks, and review audits. In the absence of the Chair, the Vice Chair shall perform the Chair's duties. In the absence of the Chair or Vice Chair, the Secretary-Treasurer shall serve as the presiding officer at the Board meeting. The Chair shall retain all rights of a Director to speak, make motions, and vote on matters coming before the Board.
- (b) Vice Chair. 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 elected Chair resigns or is removed from the Board.
- (c) Secretary-Treasurer. The Secretary-Treasurer shall maintain a record of the proceedings of the Board, be responsible for the custody of the Board's records, 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. The Secretary-Treasurer may delegate one or more of its duties to another officer or the VLAWMO Administrator. If the duties of the Secretary-Treasurer are delegated to

another person, the Secretary-Treasurer shall supervise the performance of those duties.

3.12 Quorum. A majority of the Directors shall constitute a quorum at all Board meetings. No business or decision of the Board may be made without a quorum.

3.13 Meetings. Regular meetings of the Board shall be held on a schedule adopted 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 and public notice shall be provided as required by Minn. Stat. § 13D.04. Board meeting agendas shall be posted on VLAWMO's website. Meetings shall be conducted in accordance with the most current version of Robert's Rules of Order, or such other rules as may be adopted by the Board.

3.14 Voting. Each Director shall have one (1) vote in all matters coming before the Board. Approval of all matters, except capital improvement projects, will be determined by a simple majority of Directors present and voting at the meeting. The Board must approve a capital improvement project by a two-thirds vote of the Directors present and voting at a meeting before a contract may be let to construct the project.

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

3.16 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 IV** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

4.1 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. No such amendment shall be adopted unless the language of the proposed amendment is included in the packet for the meeting at which it is considered. These rules and regulations, after adoption, shall be recorded in the VLAWMO policy book.

4.2 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.

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

(a) Acquire and record appropriate data within the Area; and

(b) Establish and maintain devices for acquiring and recording hydrological or other data within the Vadnais Lake Area Watershed.

4.4 Studies. VLAWMO is authorized to conduct studies as it deems appropriate to carry out its purposes and to further the goals of the Watershed Management Plan. Nothing in this Agreement limits the authority of Members to conduct separate or concurrent studies on any matter under study by VLAWMO. The Member shall make every effort to coordinate its studies with VLAWMO in order to maximize the use of resources.

4.5 Transfer of Drainage System. VLAWMO shall have the authority 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 the Act and must be in conformance with the Watershed Management Plan.

4.6 Storm Sewer Utility Fee. VLAWMO is authorized pursuant to the Special Legislation and this Agreement developed pursuant to Minn. Stat. 103B.211 to establish and impose on nonexempt properties within the Area a storm sewer utility fee pursuant to Minn. Stat. § 444.075 to pay for the management of water within the watershed. The storm sewer utility fee shall be approved by the Board and, as required by the Special Legislation, certified to the County Auditors in Anoka County and Ramsey County by November 30<sup>th</sup> each year to be placed on property taxes payable in the following year.

4.7 Capital Improvements.

(a) Authority. VLAWMO is authorized to undertake, construct, and maintain capital improvements within the Area and may cooperate with one or more Members in the construction and maintenance of such improvements.

(b) New Capital Improvements. A proposed new capital improvement may be initiated by VLAWMO, the TEC, or by one or more Members. If the Board agrees to include the proposed capital improvement in its Capital Improvement Program, it will undertake the process to include it in the Watershed Management Plan, its budget, and to work cooperatively with the affected Member as needed to complete the Capital Improvement.

(c) Costs. VLAWMO may use funds budgeted by the Board for the capital improvement, as well as any funds received from grants and any other outside funding sources. If VLAWMO works cooperatively with one or more Members to construct a capital improvement, the parties will enter into a cooperative agreement that identifies the responsibilities and cost share of each party toward the project, including associated engineering, planning, legal, and administrative costs.

(d) County Levy. Nothing in this Agreement limits the authority of VLAWMO to undertake capital improvements and to certify the costs to the County for collection in accordance with Minn. Stat. § 103B.251.

4.8 Water Conveyances. The Board may order any Member 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 Watershed in accordance with its adopted plans.

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

4.10 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.

4.11 Entrance upon Land. To the extent permitted by law, or with the owner's permission, the Board or its designated representatives may enter upon lands within or outside the Watershed to make surveys and investigations to accomplish the purposes of VLAWMO and the Act.

4.12 Legal and Technical Assistance. The Board may obtain and provide legal and technical assistance as it determines is needed, including in connection with its on-going operations and projects, any litigation, and on such other matters as the Board may request.

4.13 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.

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

4.15 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 the liability of VLAWMO and the Members:

(a) 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.

(b) 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 in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minn. Stat. § 466.04.

- (c) 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.
- (d) 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 Minn. Stat. § 471.59, subd. 1a, and provided further that for purposes of that statute, each party 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.
- (e) 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.

- 4.16 Financial Records. The Board shall maintain the books and accounts of VLAWMO consistent with generally accepted accounting principles.
- 4.17 Audit. The Board shall annually cause an independent certified audit of the books and accounts of VLAWMO.
- 4.18 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.
- 4.19 Employees. The Board may employ or subcontract with such persons or entities as it determines are needed to fulfill defined responsibilities of VLAWMO with the approval of the Board.
- 4.20 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 and other applicable laws.
- 4.21 Annual Report to Members. The Board shall make and file a report with the administrator of each Members at least once each year that includes 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.

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

4.23 Planning.

- (a) Watershed Management Plan (Plan). VLAWMO shall prepare and/or update a watershed management plan as required by the Act. The Plan, either a new one or an updated one, shall be recommended to the Board for approval. The Plan shall be compliant with Minn. Stat., chap. 103B and applicable Minnesota Rules. The Plan shall be subject to the appropriate governmental unit review as required by the Act.
- (b) Local Water Management Plan. As provided in Minn. Stat. § 103B.235, once VLAWMO adopts 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 be consistent with the Plan and state law. After consideration, but before adoption of a new or revised local water management plan, each Member 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, the local plan shall be deemed approved consistent with applicable state laws.

4.24 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.

4.25 Special Tax District. Nothing in this Agreement limits the authority of a Member to establish a special tax district pursuant to its authority under Minn. Stat. 103B.245 or such other law as may apply.

4.26 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 all of its Members.

## **SECTION V** **RESPONSIBILITIES AND DUTIES OF TECHNICAL COMMISSION**

5.1 Establishment. The Board has established, and shall maintain, a Technical Commission ("TEC") that provides technical expertise for the planning and operation of VLAWMO programs and projects. Each Member shall appoint one Commissioner, and may appoint one Alternate Commissioner, to serve on the TEC. Each Member shall determine the eligibility or qualification standards for its TEC appointments, following guidelines

promulgated by the Board. The VLAWMO Administrator shall serve as a non-voting member of the TEC.

- 5.2 Duties and Responsibilities. The TEC, through the VLAWMO Administrator and other VLAWMO employees, shall administer the day-to-day operations of VLAWMO and shall review VLAWMO expenditures. The TEC has the authority to review and approve VLAWMO's monthly expenditures and may approve capital improvements in accordance with a policy adopted by the Board. The Board may assign additional duties and responsibilities to the TEC as it may determine are appropriate.
- 5.3 Technical Commission Officers. At the first meeting of the TEC each calendar year the Commissioners shall appoint from among its members a Chair, Vice-Chair, Financial Officer, and Liaison to the Board. The TEC shall assign duties to the officers as it deems appropriate. An Alternate Commissioner may not serve as an officer of the TEC.
- 5.4 Meetings. Regular monthly meetings of the TEC shall be held on a day and time selected by the Commissioners. All meetings of the TEC 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 Minn. Stat. § 13D.04. Meetings shall be conducted in accordance with the rules adopted by the TEC or, if a specific set of rules has not been adopted, then 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 TEC meetings. In the absence of a quorum, a scheduled meeting shall be opened, re-scheduled, and adjourned.

## **SECTION VI** **FINANCING VLAWMO**

- 6.1 Annual Budget. The annual VLAWMO budget, which includes both operational costs and capital improvement costs, shall be developed and approved as provided in this section.
  - (a) Staff Prepares Draft. VLAWMO staff shall work with the appropriate Member staff to prepare a preliminary draft long range budget, which shall include the proposed budget for the upcoming year and the proposed SSU rates.
  - (b) Budget Subcommittee Recommendation. VLAWMO staff shall present the preliminary draft budget to the budget subcommittee. The budget subcommittee is responsible for reviewing and making a recommendation to the Board regarding the proposed budget and the SSU rates.
  - (c) Budget Approval. The Board shall consider the annual budget as recommended by the budget subcommittee and act on it. A majority vote of Directors present and voting is required to approve the annual budget. The Board may modify the annual budget proposed by the budget subcommittee. This review and approval of the annual budget

typically occurs at the June Board meeting, but can occur at a different meeting as the Board may determine is appropriate.

- (d) SSU Rate Approval. The Board shall consider and act to approve the SSU rates. This review and approval typically occurs at the August Board meeting, but can occur at a different meeting as the Board may determine is appropriate.
- (e) SSU Charge Certification. The Board shall act by November 1<sup>st</sup> each year to certify the SSU charges to the County Auditors for collection on the upcoming year's property taxes.
- (f) Budget Adjustments. Before December 31<sup>st</sup> each year, the Board shall consider and make such adjustments to the annual budget as may be needed to allocate funds being carried over into the following year.
- (g) Work Plan. Included with the annual activity report required by Minn. R., part 8410.0150 shall be a work plan specifying the activities planned to be undertaken and a summary of the budget for the current year.

#### 6.2 Funding. The annual budget is funded by one or more of the following:

- (a) The primary source of funding for the annual budget is the SSU charges imposed on properties within the Watershed each year pursuant to the Special Legislation.
- (b) Member contributions toward specific capital improvement projects.
- (c) VLAWMO may also receive grants to help fund specific capital improvements.
- (d) If the funds collected from the SSU charges and grants are not sufficient to fully fund an approved budget, the Board may exercise any other authority available to it under law to fund the budget including, but not limited, Member assessments.

#### 6.3 Member Assessments.

- (a) Authorized. A Member assessment may be imposed to cover an anticipated shortfall in VLAWMO's annual budget. A Member assessment amount shall be calculated using the formula set out in this section. At least 10 days prior to the meeting at which the Board considers acting on a proposed Member assessment, VLAWMO shall provide each Member written notice of the proposed Member assessment that identifies the amount to be paid by each Member. Members shall be given an opportunity to be heard at the meeting before the Board acts on the Member assessment. A Member assessment must be approved by at least a majority of the full Board by no later than July 1<sup>st</sup> for collection in the following year. If approved, VLAWMO shall notify each Member in writing of the approved Member assessment amount.

(b) Formula. To the extent a Member assessment is established, it shall be calculated based 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.

(c) Payment. Each Member shall pay its Member assessment amount: (1) no later than January 31<sup>st</sup> in the year in which it is due; or pay one-half (1/2) of the assessment by January 31<sup>st</sup> of the year due and pay the second one-half (1/2) of the assessment by August 31<sup>st</sup> of the year due. If a Member fails to pay its assessment by the applicable due dates, it will be required to pay a one percent (1%) per month service on the unpaid amount due.

#### 6.4 Capital Improvement Program and Funding.

- (a) Preparation. Each year the Board shall prepare a Capital Improvement Program and budget for Capital Improvements anticipated to be started or completed in the following year as described in the Watershed Management Plan. Each proposed Capital Improvement shall be specifically identified and its estimated cost and time for completion shall be provided. Only Capital Improvements included in the Watershed Management Plan, or its amendments, may be included in the capital improvement budget.
- (b) Funding. Capital Improvements may be funded by a combination of funds budgeted by VLAWMO as part of its annual budget, grants received by VLAWMO, and expenditures made directly by one or more Members. For jointly funded projects, VLAWMO shall agree in writing with the Members making direct contributions toward the Capital Improvement the amounts of funding and the responsibilities toward constructing and maintaining the Capital Improvement.

#### 6.5 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., chap. 103B.

#### 6.6 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.

- 6.7 Gifts; Grants; Loans. VLAWMO may, within the scope of this Agreement, accept gifts, apply for and use grants or loans of money or other personal 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 personal property in accordance with the terms of the gift, grant, loan, or agreement related thereto.
- 6.8 Disbursements. VLAWMO disbursements on budget items shall be reviewed and approved by the Technical Committee. A report of all disbursements shall be sent to the Board's Secretary-Treasurer and the TEC's Finance Officer for review and a copy provided to the Board. Checks issued by VLAWMO shall be signed by the VLAWMO Administrator and the Board Chair. The Secretary-Treasurer shall maintain a bond in the amount of at least \$10,000. VLAWMO will be responsible for paying the premium on said bond.
- 6.9 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.

## **SECTION VII** **DURATION OF THIS JOINT POWERS AGREEMENT**

- 7.1 Duration of Agreement. Each Member agrees to be bound by the terms of this Agreement until December 31, 2036, 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 Member.
- 7.2 Termination of Agreement. This Agreement may be terminated prior to December 31, 2046, by the unanimous consent of the Members. If the Agreement is to be terminated, a notice of the intent to dissolve 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.

7.3 **Dissolution.** In addition to termination as provided above, any Member may petition the Board of Directors to dissolve this Agreement. Upon ninety (90) days' notice in writing to the clerk of each Member, 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 VLawMO be dissolved. Said resolution shall be submitted to each Member and if ratified by three-fourths of the governing bodies of all eligible Members within sixty (60) days, said Board shall dissolve VLawMO allowing a reasonable time to complete work in progress, pay any outstanding obligations, and to dispose of personal property owned by VLawMO.

7.4 **Assets.** Upon a set of findings and order for dissolution of VLawMO by the State Board of Water and Soil Resources, all personal property of VLawMO shall be transferred, either jointly or severally, to the Members after all VLawMO's obligations are paid. The Board may determine to allocate and transfer VLawMO assets to members in accordance with the formula set out herein for determining Member assessments.

## SECTION VIII MISCELLANEOUS PROVISIONS

8.1 **Adoption of Agreement.** This Agreement shall be in full force and effect upon the filing of a copy of the resolution approving said Agreement by all six members. Said resolutions shall be filed with the Chair. VLawMO shall provide each a Member a fully executed copy of this Agreement.

8.2 **Dispute Resolution.** The Members agree that any dispute related to this Agreement that cannot be resolved by discussions among the Board and a Member shall be submitted to mediation. The mediation shall be conducted in accordance with a process agreed to by the parties involved in the dispute. If the parties are not able to mutually agree on a mediator, each party shall provide a list of two mediators to VLawMO. The Chair shall select the mediator from the combined list. If, however, the Chair is from a Member that is a party to the dispute, then the Vice-Chair shall select the mediator from the combined list. Each party to the mediation shall be responsible for its own costs in mediation and shall share equally in the costs of the mediator and all other costs of mediation. If the dispute is not resolved in mediation, the parties may agree to submit the dispute to binding arbitration or any party may pursue any options available to it under law to seek a resolution of the dispute.

8.3 **Data Practices.** VLawMO shall comply with the requirements of Minn. Stat., chap. 13, the Minnesota Government Data Practices Act ("MGDPA"). Any entity with which VLawMO contracts is required to comply with the MGDPA as provided in Minn. Stat. § 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with VLawMO to respond to it.

8.4 **Amendments.** The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments will only take effect if adopted by all

governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minn. Stat. §§ 103B.211 and 471.59.

**CITY OF LINO LAKES**

Adopted on the 11 of August 2025.

**BY THE CITY COUNCIL**

J.H. Klemm Jr.  
Mayor

Attest: Robert Colotti  
Clerk

**CITY OF GEM LAKE**

Adopted on the 19 of August 2025.

**BY THE CITY COUNCIL**

Gretchen Artig-Somley  
Mayor

Attest: Meagan Deen  
Clerk

**CITY OF VADNAIS HEIGHTS**

Adopted on the 19th of August 2025.

**BY THE CITY COUNCIL**



\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
Clerk

**WHITE BEAR TOWNSHIP**

Adopted on the Sept 18 2025.

**BY THE TOWN BOARD**

Ed Prudhomme  
Chairperson

Attest: ST  
Clerk

**CITY OF WHITE BEAR LAKE**

Adopted on the 26<sup>th</sup> of August 2025.

**BY THE CITY COUNCIL**



Mayor

Attest: Caley Longendyke  
Clerk

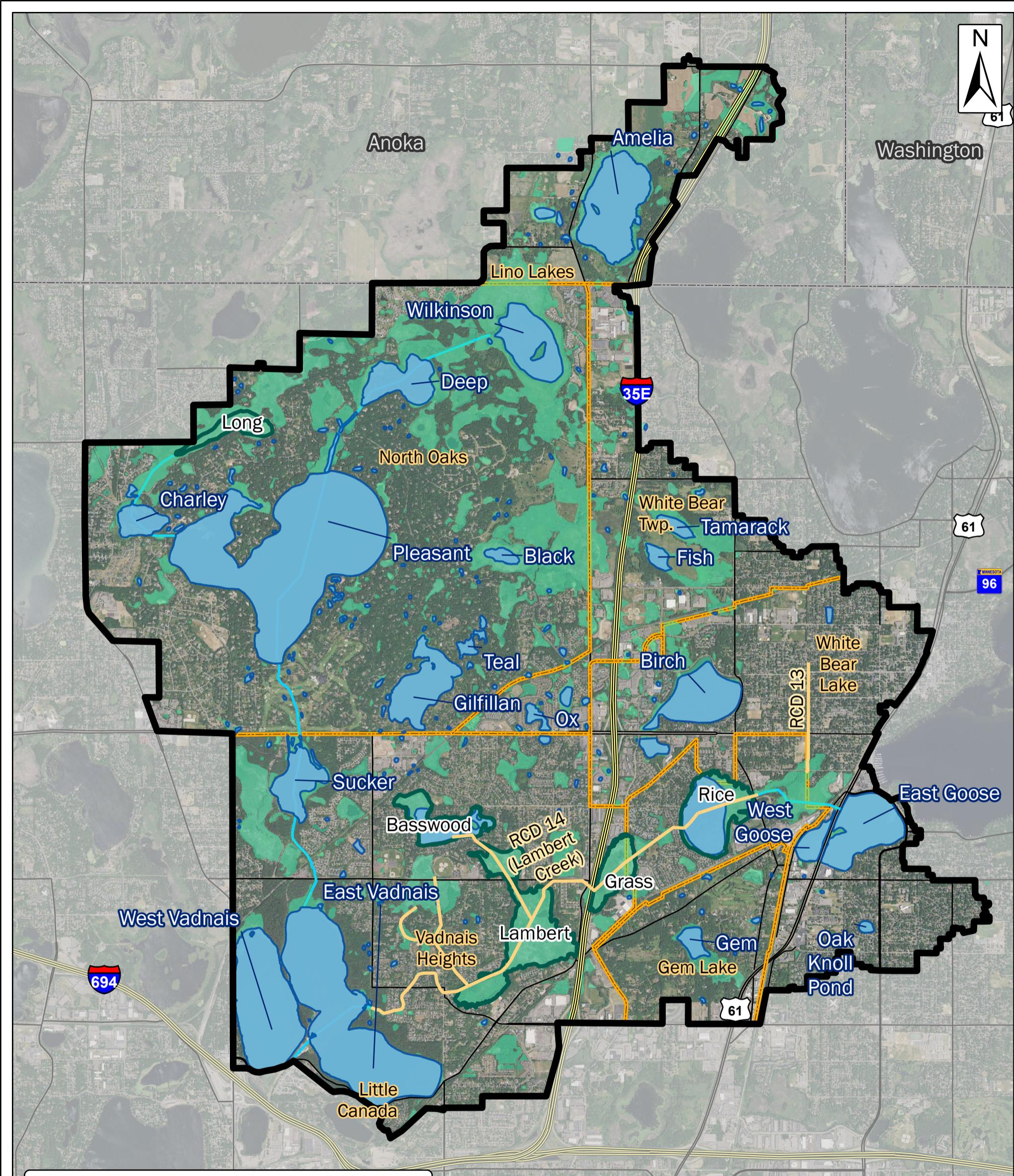
**CITY OF NORTH OAKS**

Adopted on the 14th of August 2025.

**BY THE CITY COUNCIL**

*Krista Wolter*  
Mayor

Attest: *Kevin Kress*  
Clerk



- 2022 Lakes
- Public Drainage Systems
- Streams and Ditches
- Cities
- Interstate
- US Highway
- State Highway
- County Roads
- 2021 National Wetland Inventory
- Wetlands

Ramsey



**VLAWMO**  
Vadnais Lake Area  
Water Management Organization

0 0.5 1 2 Miles