

**JOINT POWERS AGREEMENT TO
PROTECT AND MANAGE THE NORTH CANNON RIVER WATERSHED**

Agreement #2020-1

THIS AGREEMENT, made and entered into as of the date of execution, by and between the units of government within the North Cannon River Watershed, helps each party realize that the success or failure of the North Cannon River Watershed Management Organization created by this Agreement is dependent upon the sincere desire of each Member community to cooperate in the exercise of a joint power to address mutual concerns. Each party to this Agreement pledges this cooperation.

WITNESSETH:

WHEREAS, units of government, including but not limited to Cities/Townships within the North Cannon River Watershed, have authority, pursuant to Minn. Stat. 471.59, to jointly or cooperatively, by agreement, exercise any powers common to the contracting bodies; and

WHEREAS, the parties are desirous of jointly and cooperatively developing a surface water management plan for the watershed and instituting programs to conserve soil and water resources through implementation of practices that preserve and use natural water storage areas, control excessive volumes and rates of runoff, effectively reduce or prevent erosion and sedimentation, promote and protect ground water recharge, preserve and enhance water quality and prevent unnatural flooding in order to protect and manage the natural and artificial water conveyance systems of the North Cannon River Watersheds.

NOW, THEREFORE, the parties to this Agreement do mutually agree as follows:

SECTION I
DEFINITIONS

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

Subdivision 1. "Agreement" means the Joint Powers Agreement, as amended and restated in this document.

Subdivision 2. “Board” means the Board of Managers of the WMO, consisting of one Manager from each of the governmental units which is a party to this agreement and which shall be the governing body of the WMO.

Subdivision 3. “BWSR” means the Minnesota Board of Water and Soil Resources.

Subdivision 4. “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 the WMO.

Subdivision 5. “Council or Board” means the governing body of a governmental unit which is a member of this WMO.

Subdivision 6. “Governmental Unit” means any City, County, Town, Township, and other political subdivision as cited in Minn. Stat. § 471.59 Subd. 1.

Subdivision 7. “Local Comprehensive Plan” has the meaning given it in Minn. Stat. § 473.852, subd. 5.

Subdivision 8. “Local Government Units” or “Local Unit” has the meaning given it in Minn. Stat. § 473.852 subd. 7.

Subdivision 9. “Manager” means an individual appointed by a Governmental Unit to serve on the Board. The term Manager shall include both the representative and alternate representative appointed to serve on the Board.

Subdivision 10. “Member” means a governmental unit which enters into this agreement.

Subdivision 11. “Multi-jurisdictional Project” means any project or capital improvement undertaken in more than one Member community, or any project or capital improvement that involves contribution or benefit from more than one Member community.

Subdivision 12. "North Cannon River Watershed" means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to the North Cannon River, as set forth on attached Exhibit A.

Subdivision 13. "Official Controls" has the meaning given it in Minn. Stat. § 473.852 subd. 9.

Subdivision 14. "Plan" means the watershed management plan adopted by the WMO pursuant to Minn. Stat. § 103B.231, or other applicable statutes including Minn. Stat. § 103B.801.

Subdivision 15. "Watershed Management Organization" hereinafter referred to as WMO, means the organization created by this Agreement, the full name of which is "North Cannon River Watershed Management Organization:" hereinafter referred to as the WMO. It shall be a public agency of its Members.

SECTION II **ESTABLISHMENT**

The parties create and establish the North Cannon River Watershed Management Organization. The WMO Members shall include the Cities of Miesville, New Trier, and Randolph; and Townships of Castle Rock, Douglas, Eureka, Greenvale, Hampton, Randolph, Sciota, and Waterford. In addition to other powers identified in this Agreement the WMO shall have all of the authority for a joint powers watershed management organization identified in Minn. Stat. § 103B.211.

SECTION III **GENERAL PURPOSE**

It is the general purpose of the parties to this Agreement to establish an organization to jointly and cooperatively develop a surface water management plan and program for management and protection of the soil and all water resources of the North Cannon River Watershed and to develop an intergovernmental mechanism which will jointly and severally implement said surface water management plan and program. The program shall operate within the legal boundaries of the North Cannon River Watershed.

This Agreement is to provide an organization which can investigate, survey, study, plan, monitor and supervise the construction of facilities to drain or pond storm waters; to alleviate damage by flood

waters; to assist in planning for land use, to repair, improve, relocate, modify, consolidate or abandon in whole or in part, drainage systems within the watershed areas to do whatever is necessary to assist in water conservation and the abatement of water pollution within the North Cannon River Watershed area.

The legal boundaries of the North Cannon River Watershed are set forth in Exhibit A, attached hereto and hereafter referred to as the 'Area'. In general, the surface water management program may include projects which accomplish the following:

1. Preserve and use natural water storage and retention systems in order to reduce to the greatest practical extent the public capital expenditures necessary to control excessive volumes and rates of runoff.
2. Protect and improve existing surface water quality through proper land use and appropriate soil and water conservation practices.
3. Prevent flooding and erosion by implementing floodplain management and erosion control programs.
4. Protect and enhance fish and wildlife habitat and water recreational facilities by reducing pollutant loads to surface waters, restoring and protecting streambanks and riparian areas, establishing greenways, and performing other activities.
5. Undertake programs to promote groundwater recharge and protect groundwater quality.
6. Provide a mechanism for the review of local land and water management plans.
7. Provide a form for resolution of intergovernmental disputes relating to water management and protection of the North Cannon River Watershed.
8. Cooperate on a united basis on behalf of all units of government within the Area with all other levels of government for the purpose of facilitating surface and ground water management in the Area.

The above descriptions are not intended to be exclusive or overly restrictive of the surface water management plan and programs, but rather are intended to act as guidelines.

SECTION IV
BOARD OF MANAGERS

Subdivision 1. Appointment. The governing body of the WMO shall be its Board. Each Member shall be entitled to appoint one representative on the Board, and said representative shall be called a “Manager.” Dakota County, Rice County, Goodhue County and the Dakota County Soil and Water Conservation District may be requested to appoint a non-voting advisory member. There shall be a minimum of three Managers on the Board pursuant to Minn. Rule 8410.0030 subp. 1(d).

Subdivision 2. Eligibility or Qualifications. The Council / Board of each Member shall determine the eligibility or qualification of its representative on the WMO but the terms of each Manager shall be as established by this Agreement. Pursuant to Minn. Stat. 103B.227 Subd. 2, staff of local units of government that are Members of the watershed management organization are not eligible to be appointed to the Board.

Subdivision 3. Term. The members of the WMO Board of Managers shall not have a fixed term but shall serve at the pleasure of the governing body of the Local Unit appointing each member to the WMO.

Subdivision 4. Vacancy. Any vacancy shall be filled within 90 days for the unexpired term of any Manager by the Council/Board of the Governmental Unit of the Member who appointed said Manager. The Watershed Management Organization shall notify the BWSR within 30 days of any vacancies. Vacancies will be filled and published according to Minn. Stat. § 103B.227.

Subdivision 5. Filing. Each Member shall within 30 days of appointment file with the Secretary of the Board of Managers a record of the appointment of its Manager. The WMO shall notify the BWSR within 30 days of any new appointments.

Subdivision 6. Compensation. Managers shall attend regular and special WMO meetings without compensation from the WMO, but this shall not prevent a Governmental Unit from providing compensation for its Manager for serving on the Board, if such compensation is authorized by Local Governmental Unit and by law.

Subdivision 7. Board. At the first or second meeting of the year the WMO shall elect from its Managers a Chairperson, a Vice-Chairperson, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. All officers shall hold office for terms of one year and until their successors have been elected by the Board. An officer may be reelected to the same office for unlimited terms. The officer's duties include the following:

- A. Chairperson. The Chairperson shall preside at all Board meetings and shall have all the same privileges of discussion, making motions and voting, as do other Managers. The Chairperson may delegate certain responsibilities to the Administrator as necessary to carry out the duties of office.
- B. Vice-Chairperson. The Vice-Chairperson shall, in the absence or disability of the Chairperson, perform the duties and exercise the powers of the Chairperson.
- C. Treasurer. The Treasurer shall have the custody of the funds and securities of the WMO and shall keep full and accurate accounts of receipts and disbursements in books belonging to the WMO and shall deposit all monies and other valuable effects in the name and to the credit of the WMO in such depository as may be designated by the WMO. The Treasurer shall disburse funds of the WMO as approved by the Board and shall render to the WMO at regular meetings, or as the Board may request, an account of all his/her transactions as Treasurer and of the financial condition of the WMO. The Treasurer may delegate certain duties to the Administrator as necessary to carry out the duties of the office.
- D. Secretary. The Secretary shall attend all Board meetings, shall act as clerk of such meetings, and shall record all votes and the minutes of all proceedings. The Secretary shall give notice of all Board meetings. The Secretary may delegate certain duties to the Administrator as necessary to carry out the duties of the office.

- E. Administrator. The Board may appoint an Administrator to coordinate activities of the WMO, accept delegated duties by the Board officers, and accept business duties not assigned to officers. All notices to the Board shall be delivered or served at the office of the Administrator.

At the organizational meeting or as soon thereafter as it may be reasonably done, the WMO shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the WMO provided that a ten day period notice of the proposed amendment has been furnished to each person to whom notice of the WMO meetings is required to be sent; a majority vote of all eligible votes shall be sufficient to adopt any proposed amendment to such rules and regulations. If the WMO does not adopt rules and regulations for governing its meetings, the rules contained in the most current edition of Robert's Rules of Order Newly Revised shall govern the NCRWMO in all cases to which they are applicable.

Subdivision 8. Alternate Members. One alternate member to the Board shall be appointed by appropriate resolution of the governing body of each party to this Agreement and filed with the WMO. The alternate shall attend any meeting of the Board where the regular member is absent; and vote on behalf of the party the member represents only if the regular member is absent from the meeting. If a Board member is also an officer of the WMO, the alternate shall not be entitled to serve as such officer.

Subdivision 9. Quorum. A majority of all voting members to the WMO shall constitute a quorum, but less than a quorum may adjourn a scheduled meeting.

Subdivision 10. Voting. Unless as otherwise provided by this Agreement or state law, Board action shall be by a majority vote of the entire Board. Decisions regarding capital improvement projects shall require a 2/3 majority of the entire Board.

Subdivision 11. Meetings. Regular meetings of the WMO shall be held at least quarterly on a day selected by the WMO. Special meetings may be held at the call of the Chair or by any three members by giving not less than seventy-two (72) hours written notice of the time, place and purpose of such meeting delivered or mailed to the residence of the WMO member. Written notice of the date, time, place,

and purpose of a special meeting shall be posted on the WMO's principal bulletin board, or if the WMO has no principal bulletin board, on the door of its usual meeting room. Notice shall also be mailed or otherwise delivered to all persons who have filed a written request for notice of special meetings of the WMO. The notice shall be posted and mailed or delivered at least three days before the date of the special meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request for notice of special meetings, the WMO may publish the notice once at least three days before the meeting, in the official newspaper of the WMO or, if there is none, in a qualified newspaper within the area of the WMO's authority. Notification of all meetings will be made by an email to all Managers and Member entities, who will be responsible for posting within their individual entities official notices. Notification will also be made by posting the agenda and materials to the NCRWMO website. All meetings of the WMO are subject to Minn. Stat. Ch. 13D.

SECTION V

POWER AND DUTIES OF THE BOARD

Subdivision 1. WMO. The WMO, acting by its duly appointed Board of Managers, shall as it relates to surface water management, flood prevention, erosion control, water quality improvement, and other benefits associated with the proper management of surface water of the North Cannon River, have the powers and duties set out in this section.

Subdivision 2. Surface Water Management Plan. The WMO undertakes the implementation of the current Surface Water Management Plan and preparation of future generations of Surface Water Management Plans. Plans will cover all of the area of the North Cannon River Watershed and comply with the requirements of Minn. Stat. § 103B.231. Plans will describe the existing physical environment, local and metropolitan comprehensive plans. In addition Plans will:

- a) Present information on the hydrologic system and its components and existing and potential problems related thereto;
- b) State objectives and policies, including management principles, alternatives and modifications, for water quality, and protection of natural characteristics;

- c) Set forth a management plan, including the hydrologic and water quality conditions that will be sought and significant opportunities for improvement;
- d) Describe the effect of the plan on existing drainage systems;
- e) Identify high priority areas for wetland preservation, enhancement, restoration, and establishment and describe any conflicts with wetlands and land use in these areas;
- f) Describe conflicts between the watershed plan and existing plans of local government units;
- g) Set forth an implementation program consistent with the management plan, which includes a capital improvement program and standards and schedules for amending the comprehensive plans and official controls of local government units in the watershed to bring about conformance with the watershed plan; and
- h) Set out a procedure for amending the plan.

Subdivision 3. Personal and Real Property. The Board may acquire necessary property to carry out its powers and its duties.

Subdivision 4. Committees. The WMO may appoint committees such as citizen and technical advisory committees and sub-committees as it deems necessary.

Subdivision 5. Rules and Regulations. The WMO may prescribe and develop such rules and regulations as it deems necessary or expedient to carry out its duties and the purposes of this Agreement unless specifically prohibited elsewhere in this document.

Subdivision 6. Review and Recommendations. Where the WMO is authorized or requested to review and make recommendations on any matter, the WMO shall act on such matter within sixty (60) days. Failure to act shall constitute a waiver of the WMO's authority to make recommendations.

Subdivision 7. Local Water Management Plan. After consideration but before adoption by the governing body, each Local Unit shall submit its water management plan to the WMO for review for consistency with the watershed plan for the North Cannon River. The WMO shall approve or disapprove the local plan or parts thereof. The WMO shall have 60 days to complete its review. If the WMO fails to

complete its review within the prescribed period, unless an extension is agreed to by the Local Unit, the WMO waives its authority to make recommendations.

Subdivision 8. Use and Development of Land. If, within the time frame prescribed by the North Cannon River Watershed Plan, a Local Unit does not have an approved local water management plan, the WMO may have the authority of a Watershed District under Minn. Stat. Chapter 103D to regulate the use and development of land within that Local Unit's jurisdiction. The WMO may also have the authority to regulate the use and development of land when an amendment to, or variance from, the adopted local water management plan is applied for.

Subdivision 9. Data. The Board may establish and maintain devices for acquiring and recording hydrological data within the North Cannon River Watershed.

Subdivision 10. Claims. The Board may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the WMO. The WMO shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chairman or Secretary of the Board of Managers with a Notice of Claim as required by Chapter 466.05 of the Minnesota Statutes.

Subdivision 11. Legal and Technical Assistance. The Board may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board or agency relating to the planning or construction of water management facilities within the North Cannon River Watershed. The use of WMO funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing members of the WMO.

Subdivision 12. Reserve Funds. The Board may accumulate reserve funds for the purposes herein mentioned and may invest funds of the WMO not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to townships and cities.

Subdivision 13. Monies Collectable. The Board may collect monies subject to the provisions of this Agreement, and state law, from its Members and from any other source approved by a majority of its Board.

Subdivision 14. Contracts. The Board may make contracts, incur expense and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefore in the manner hereinafter provided. Every contract for the purchase or sale of merchandise, materials, equipment or services by the WMO shall be let in accordance with the Uniform Municipal Contracting Law, Minn. Stat. 471.345 and the Joint Exercise of Power Statute, Minn. Stat. 471.59. No Manager of the WMO shall take part in any vote on any contract in which a direct or indirect conflict of interest is present.

Subdivision 15. Employment. The WMO may contract for services, may use staff of other governmental agencies, may use staff of the Members and may employ such other persons as it deems necessary. Where staff services of a Member are utilized, such services shall not reduce the financial contribution of such Member to the WMO's operating fund unless utilization of staff service is substantial and the WMO so authorizes.

Subdivision 16. Surveys. The Board may make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the WMO is organized.

Subdivision 17. Other Governmental Units, Agencies. The Board may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 18. Water Conveyances. The Board may order the construction, cleaning, repair, alteration, abandonment, consolidation, reclamation or changes in the course or terminus of any ditch, drain, storm sewer, water course, natural or artificial within the North Cannon River Watershed.

Subdivision 19. Watershed Operations. The Board may order the construction, acquisition, operation or maintenance of dams, dikes, reservoirs and appurtenant works.

Subdivision 20. Water Pollution. The Board may investigate on its own initiation or shall investigate upon petition of any member all complaints relating to pollution of the North Cannon River or its tributaries. Upon finding that ground or surface waters are being polluted, the Board may order the Member Governmental Unit to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface and ground water in the watershed.

Subdivision 21. Permits. The Board may require permits for the establishment or expansion of any solid waste, hazardous waste, sewage sludge, sludge ash disposal, application or treatment facility or any project that may degrade surface or ground water quality.

Subdivision 22. Surface Waters. The Board may regulate, conserve and control the use of storm and surface water within the North Cannon River Watershed.

Subdivision 23. Insurance. The Board may contract for or purchase such insurance as the Board deems necessary for the protection of the WMO.

Subdivision 24. Annual Financial, Activity and Audit Reports; Newsletter. The WMO shall submit to its Members and BWSR a financial report, an activity report and an audit report for the preceding fiscal year, in compliance with state law. The WMO shall publish and distribute an annual newsletter or other appropriate written communication in compliance with state law. The WMO shall transmit to the clerk of each Member copies of the report/newsletter as it deems necessary. All the WMO's books, reports, and records shall be open to examination by any Member at all reasonable times.

Subdivision 25. Amendments. The Board shall recommend all changes in this Agreement to its Members. Any amendments shall require ratification by all Member units of government.

Subdivision 26. Other Powers. The Board may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein.

Subdivision 27. Local Studies. Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the WMO.

Subdivision 28. Gifts; Grants; Loans. The WMO 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; enter into any reasonable agreement required in connection therewith; comply with any laws or regulations applicable thereto; and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Subdivision 29. Boundary Change in North Cannon River Watershed.

A. Enlargement. Proceedings for the enlargement of the North Cannon River watershed shall be initiated by a request from affected Member(s) to the WMO, or as mandated by law. Such request should include a map and legal description of the affected area. In reviewing such a request, the WMO should consider, among other things, (a) whether the affected area is contiguous to the existing North Cannon River Watershed; (b) whether the affected area can be feasibly administered by the WMO; and (c) the reasons why it would be conducive to the public health and welfare to add the area to the existing North Cannon River Watershed. Upon deliberation, if it appears to the WMO that enlargement of the watershed as requested would be for the public welfare and public interest and the purpose of resource management would be served, or that in fact the enlargement is mandated by law, the WMO shall by its findings and order enlarge the North Cannon River Watershed and file a copy of said findings and order with the appropriate governmental offices.

B. Transfer of Territory. Proceedings to transfer territory that is within the North Cannon River Watershed to the jurisdiction of another watershed management organization or a watershed district shall be initiated by a request from affected Member(s) to the WMO, or as mandated by law. Such request should include a map and legal description of the affected area. Upon deliberation, if it appears to the WMO that the transfer of territory as requested would be for the public welfare and public interest and the purpose of resource management would be served, the WMO shall by its findings and order change the North Cannon River Watershed boundaries accordingly and file a copy of said findings and order with the appropriate governmental offices.

C. Subdistricts. The WMO may define and designate drainage subdistricts within the North Cannon River Watershed and shall have authority to separate the watershed into such different subdistricts and to allocate capital improvement costs to a subdistrict area if that subdistrict is the only area that materially benefits from the capital improvement.

Subdivision 30. Ratification. The WMO may, and where required by this Agreement shall, refer matters to the governing bodies of the Members for ratification. Within 60 days, the governing bodies of the Members shall take action upon the matter referred for ratification.

SECTION VI **FINANCIAL MATTERS**

Subdivision 1. Operating Funds. On or before August 1 of each year, the WMO shall prepare a work plan and operating budget for the following year for the purpose of providing funds to operate the WMO's business. The annual contribution of each Member shall be based on fifty percent (50%) on the assessed valuation of all real property and fifty percent (50%) on the basis of the total area of each Member within the boundaries of the watershed each year to the total area in the North Cannon River Watershed. In no event shall any assessment require a contribution by a local unit of government in any calendar year to exceed \$0.0005 on each dollar of assessed valuation of its territory within the watershed. The annual operating budget shall be recommended to the parties for ratification upon majority approval of all voting members of the WMO, through its finance committee delegate. After approval, the Secretary shall certify the recommended budget to each party on or before September 1 of each year, together with a statement showing the amounts due from each party. Each party shall pay over to the WMO the amount owing in two equal installments, the first on or before January 1 and the second on or before July 1, in accordance with the tax year for which the amount due is being paid.

Subdivision 2. Fiscal Procedures. The Board shall follow standard procedures in accounting for all receipts and disbursements of funds of the NCRWMO. The Treasurer shall keep a record of receipts and disbursements, and shall report on all financial transactions and unpaid claims that shall be submitted in writing at Board meetings. The Board shall approve all purchases and claims before payments may be

made. Claims shall be paid as promptly as possible. In no event shall there be a disbursement of NCRWMO funds without the signatures of at least two (2) Managers. In no event shall a wire transfer be made by the NCRWMO.

SECTION VII

CAPITAL IMPROVEMENT PROGRAM

Subdivision 1. Capital Improvement Program.

- a) An improvement fund shall be established for each improvement project ordered by the Board. Each Member agrees to contribute to the funds, its proportionate share of the engineering, legal and administrative costs, as determined by the amount to be assessed against each Member as a cost of the improvement. The Board shall submit in writing, a statement to each Member setting forth in detail, the expenses incurred by the Board for each project. Each Member further agrees to pay its proportionate share of the cost of the improvement in accordance with the determination of the Board. The Board or the Member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction, and the Member being billed agrees to pay its proportionate share of the costs within 60 days after receipt of the statement. The Board or the Member awarding the contract shall advise other contributing Members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.
- b) Notwithstanding the provisions of paragraph (a) of this subdivision, the Board may fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.251. The Board may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Dakota County pursuant to Minn. Stat. § 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Dakota County based upon a tax

levy resolution adopted by the Board and remitted to the county on or before October 1st of each year. When it is determined to levy for maintenance, the Board shall be required to follow the hearing process established by Minn. Stat. Ch. 103D. Mailed notice shall also be sent to the Clerk of each member at least 30 days prior to the hearing.

Subdivision 2. Capital Cost Allocation of Improvements in the Board's Watershed Management Plan. All capital improvement costs of improvements designated in the Board's adopted watershed management plan for construction by the Board which the Board determines will provide multi-jurisdictional benefits shall be constructed and financed pursuant to Minn. Stat. § 103B.245 Subd 1, Minn. Stat. § 103B.251, or in a manner to be determined by each Member. The Members understand and agree that the costs will be levied on all taxable property in the watershed.

Capital costs or the financing thereof shall be apportioned to each Member fifty percent (50%) on the assessed valuation of all real property and fifty percent (50%) on the basis of the total area in the North Cannon River Watershed.

Subdivision 3. Works of Improvement. All construction, reconstruction, extension or maintenance of the North Cannon River Watershed, including outlets, lift stations, dams, reservoirs, or appurtenances of a surface water or storm sewer system of a multi-jurisdictional nature, ordered by the WMO which involve potential construction by or assessment against any Member Governmental Unit, or if a capital improvement ordered by the WMO may result in a levy by a Member against privately or publicly-owned land within the watershed if the law provides therefore; and which has been identified in the Capital Improvement Program shall follow the statutory procedures outlined in Minn. Stat. Chapter 429, except as herein modified.

For those improvements initiated by the WMO or so designated in the WMO's watershed management plan to be constructed by the Board, the Board shall secure from its engineers or some other competent person a preliminary report advising it whether the proposed improvement is feasible and as to

whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended.

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

To order the improvement, a resolution setting forth the order shall require a favorable vote of 2/3 of all of the then existing Board of Managers. The order shall describe the improvement, shall allocate in percentages the cost allocation between the Member Governmental Units, shall designate the engineers to prepare plans and specifications, and shall designate who will contract for the improvement.

After the Board has ordered the improvement or if the hearing is continued while the Member Governmental Units act on said proposal, it shall forward the preliminary report to all Member Governmental Units with an estimated time schedule for the construction of the improvement. The Board shall allow an adequate amount of time, and in no event less than 90 days, for each Member Governmental Unit to conduct hearings, in accordance with the provisions of Chapter 429 or the charter requirements of any city, or to ascertain the method of financing which the Member Governmental Unit will use to pay its proportionate share of the costs of the improvement.

If the WMO proposes to use Dakota County's bonding authority, or if the WMO proposes to certify all or any part of a capital improvement to Dakota County for payment, then and in that event all proceedings shall be carried out in accordance with Minn. Stat. § 103B.251,

The Board shall not order and no engineer shall prepare plans and specifications before the Board has adopted a resolution ordering the improvement. The Board may direct one of its Members to prepare plans and specifications and order the advertising for bids upon receipt of notice from each Member

Governmental Unit who will be assessed that it has completed its hearing or determined its method of payment, or upon expiration of 90 days after the mailing of the preliminary report to the Members whichever comes first.

Subdivision 4. Implementation of Capital Improvements. The WMO shall not undertake a capital improvement project until the watershed Plan and the Capital Improvement Program have been adopted.

Subdivision 5. Local Projects. The WMO may provide assistance to a Member on a project that is only of a local nature, but the WMO shall not order a Member to undertake a local project.

Subdivision 6. Arbitration. Any Member Governmental Unit aggrieved by the determination of the Board as to the allocation of the costs of an improvement, the implementation of the Plan or local water management plan, or items related to this agreement shall have 30 days after the WMO resolution ordering the improvement to appeal the determination. The appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the Member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three persons: one to be appointed by the Board of Managers; one to be appointed by the appealing Member Governmental Unit; and one to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days of their appointment, then the chief judge of the district court of Dakota County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board of Arbitration. The third person selected shall not be a resident of any Member Governmental Unit. The Arbitrators' expenses and fees, incurred in the conduct of the Arbitration shall be divided equally between the WMO and the appealing Member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn. Stat. Chapter 572B, and the decision reached through Arbitration shall be final.

Subdivision 7. Tax District. Each city or township, a party to this Agreement, may establish a watershed management tax district in the territory within the watershed, for the purpose of paying costs of the planning required to develop a surface water management plan for the North Cannon River

Watershed. Any Local Government Unit which has part of its territory within a watershed for which a watershed Plan has been adopted and which has a local water management plan adopted and approved by the WMO may establish a watershed tax district in the territory within the watershed, for the purpose of paying capital costs of the water management facilities described in the Capital Improvement Program of the Plans and for the purpose of paying for normal and routine maintenance of the facilities.

Subdivision 8. Procedure. The tax district shall be established by ordinance adopted after a hearing by the Local Government Unit, following provision of Minnesota Statutes 103B.245 subd. 2.

Subdivision 9. Tax. After adoption of the ordinance under Subdivision 8, a Local Government Unit may annually levy a tax on all taxable real property in the district for the purposes for which the tax district is established.

Subdivision 10. Bonds. After adoption of the ordinance under Subdivision 8 and after a contract for the construction of all or part of an improvement has been entered into or the work has been ordered done by day labor, the Local Government Unit may issue obligations in the amount it deems necessary to pay in whole or in part the capital cost incurred and estimated to be incurred in making the improvements; all in accordance with Minn. Stat§ 103B.245.

Subdivision 11. Capital Improvements Payment by County. The WMO after adoption of a Watershed Plan may certify for payment by the County as provided in Minn. Stat. 103B.251 all or any part of the cost of a capital improvement contained in the capital improvement program of the Plan.

SECTION VIII **WITHDRAWAL FROM AGREEMENT**

Withdrawal of any Member may be accomplished by filing written notice with the WMO and the other Members 60 days before the effective date of withdrawal. No Member may withdraw from this Agreement until the withdrawing Member has met its financial obligations for the year of withdrawal and prior years.

SECTION IX **DISSOLUTION**

Subdivision 1. Termination of Agreement. This Agreement may be terminated by the unanimous consent of the parties, a notice of intent to dissolve the WMO shall be sent to Dakota County and BWSR at least 90 days before the date of dissolution.

Subdivision 2. Petition to Dissolve Agreement. In addition to the manner provided in Subdivision 1 for termination, any Member may petition the Board to dissolve the Agreement. Upon 90 days notice in writing to the clerk of each Member Governmental Unit, 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 WMO be dissolved. Said Resolution shall be submitted to each Member Governmental Unit and if ratified by three-fourths of the Council/Boards of all eligible Members within 60 days, said Board shall dissolve the WMO allowing a reasonable time to complete work in progress and to dispose of personal property owned by the WMO.

Subdivision 3. Upon dissolution of the WMO, the Board shall provide at least a 90 days notice of the intent to dissolve to the affected counties and the BWSR

Subdivision 4. Upon dissolution of the WMO, all property of the WMO shall be sold and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the Members. Such distribution of the WMO assets shall be made in proportion to the total contributions to the WMO required by the last annual budget. All payments due and owing for operating costs or other unfulfilled financial obligations, shall continue to be the lawful obligation of the Members. In no event may this Agreement be terminated until all of the planning and plan implementation provisions of the Act, which are required of a watershed management organization, have been completed.

SECTION X **MISCELLANEOUS PROVISIONS**

Subdivision 1. Special Assessments. The WMO shall not have the power to levy a special assessment upon any privately or publicly held land. All such assessments shall be levied by the Member

wherein said lands are located. The WMO shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.

Subdivision 2. Member Vote Suspension for Failure to Contribute. Any Member who is more than 60 days in default in contributing its proportionate share to the general fund shall have the vote of its Board representative suspended pending the payment of its proportionate share. Any Member who is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting Member shall upon request of the contracting Member have the vote of its Board representative suspended, pending the payment of its proportionate share. Any Member whose Board representative vote is under suspension shall not be considered as an eligible Member as such membership affects the number of votes required to proceed on any matter under consideration of the Board.

Subdivision 3. Amendment. The WMO may recommend changes and amendments to this Agreement to the Members. Amendments shall be acted upon by the Members within 90 days of referral. Amendments shall be evidenced by appropriate resolutions of the Members filed with the WMO and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

Subdivision 4. Termination of Prior Agreement. By executing this document, the parties agree to terminate the prior joint powers agreement adopted June 6, 2000.

Subdivision 5. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto notwithstanding that all of the parties are not signatory to the original of the same counterpart.

Subdivision 6. Effective Date. This Agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said Agreement by each Member. Said resolutions shall be filed with Dakota County Planning Services, who shall notify all Members in writing of its effective date.

Subdivision 7. Requests for Proposal. The WMO shall at least every two years solicit interest proposals for legal, professional, or technical consultant services before retaining the services of an

attorney or consultant or extending an annual services agreement pursuant to Minn. Stat. § 103B.227
subd. 5.

Subdivision 8. Statutory References. All statutory references include future amendments.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day of
complete execution hereof by the parties.

Township of Castle Rock

Dated:_____

By_____Chairman

Attest:_____Clerk

Township of Douglas

Dated:_____

By_____Chairman

Attest:_____Clerk

attorney or consultant or extending an annual services agreement pursuant to Minn. Stat. § 103B.227
subd. 5.

Subdivision 8. Statutory References. All statutory references include future amendments.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day of
complete execution hereof by the parties.

Dated: _____

21 Sept 20

Township of Castle Rock

By _____

Kelly Elvsted
Chairman

Attest: _____

Clerk

Township of Douglas

By _____

Chairman

Attest: _____

Clerk

Dated: _____

attorney or consultant or extending an annual services agreement pursuant to Minn. Stat. § 103B.227
subd. 5.

Subdivision 8. Statutory References. All statutory references include future amendments.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day of
complete execution hereof by the parties.

Township of Castle Rock

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Douglas

Dated: 11-2-2020

By Jeff Reed
Chairman

Attest: Regan Varian
Clerk

Dated: 9/6/2020

Township of Eureka
By [Signature]
Vice Chairman

Attest: Ranee Solis
Clerk

Dated: _____

Township of Greenvale
By _____
Chairman

Attest: _____
Clerk

Dated: _____

Township of Hampton
By _____
Chairman

Attest: _____
Clerk

Dated: _____

City of Miesville
By _____
Mayor

Attest: _____
Clerk

Dated: _____

City of New Trier
By _____
Mayor

Attest: _____
Clerk

Township of Eureka

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Greenvale

Dated: October 27, 2020

By *Gregory Langer*
Chairman

Attest: *Lenus Zang*
Clerk

Township of Hampton

Dated: _____

By _____
Chairman

Attest: _____
Clerk

City of Miesville

Dated: _____

By _____
Mayor

Attest: _____
Clerk

City of New Trier

Dated: _____

By _____
Mayor

Attest: _____
Clerk

Township of Eureka

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Greenvale


Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Hampton

Dated: 18 Aug 2020

By 
Chairman

Attest: 
Clerk

City of Miesville

Dated: _____

By _____
Mayor

Attest: _____
Clerk

City of New Trier

Dated: _____

By _____
Mayor

Attest: _____
Clerk

Township of Eureka

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Greenvale

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Hampton

Dated: _____

By _____
Chairman

Attest: _____
Clerk

City of Miesville

Dated: _____

By Sara Niebur
Mayor

Attest: Jerri McCarthy
Clerk

City of New Trier

Dated: _____

By _____
Mayor

Attest: _____
Clerk

Township of Eureka

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Greenvale

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Hampton

Dated: _____

By _____
Chairman

Attest: _____
Clerk

City of Miesville

Dated: _____

By _____
Mayor

Attest: _____
Clerk

City of New Trier

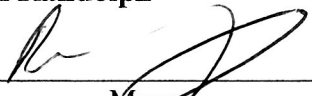
Dated: 10/12/2020

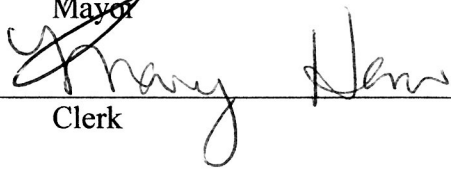
By Nicole M. Rene
Mayor

Attest: Brenda A. Lupfeld
Clerk

Dated: 9-8-20

City of Randolph

By 
Mayor

Attest: 
Clerk

Dated: _____

Township of Randolph

By _____
Chairman

Attest: _____
Clerk

Dated: _____

Township of Sciota

By _____
Chairman

Attest: _____
Clerk

Dated: _____

Township of Waterford

By _____
Chairman

Attest: _____
Clerk

Dated: _____

City of Randolph

By _____
Mayor

Attest: _____
Clerk

Dated: 08-18-2020



Township of Randolph

By [Signature]
Chairman

Attest: [Signature]
Clerk

Dated: _____

Township of Sciota

By _____
Chairman

Attest: _____
Clerk

Dated: _____

Township of Waterford

By _____
Chairman

Attest: _____
Clerk

City of Randolph

Dated: _____

By _____
Mayor

Attest: _____
Clerk

Township of Randolph

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Sciota

Dated: 9/14/2020

By *Benell Ollie*
Chairman

Attest: *Heidi VanDeSteg*
Clerk

Township of Waterford

Dated: _____

By _____
Chairman

Attest: _____
Clerk

City of Randolph

Dated: _____

By _____
Mayor

Attest: _____
Clerk

Township of Randolph

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Sciota

Dated: _____

By _____
Chairman

Attest: _____
Clerk

Township of Waterford

Dated: 11/9/2020

By Frank Wergin
Chairman

Attest: Elizabeth Wheeler
Clerk

EXHIBIT "A"

