

~~AMENDED JOINT AND COOPERATIVE AGREEMENT
ESTABLISHING THE SHINGLE CREEK WATERSHED
MANAGEMENT COMMISSION TO PLAN, CONTROL AND
PROVIDE FOR THE DEVELOPMENT OF THE SHINGLE CREEK
WATERSHED~~

SHINGLE CREEK WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT

PREFACE

~~The Shingle Creek Watershed contains approximately 14 square miles and encompasses parts of the following cities:~~

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into by and among the cities of Brooklyn Center, Brooklyn Park, Crystal, Maple Grove, Minneapolis, New Hope, Osseo, Plymouth, and Robbinsdale. The cities that are parties to this Agreement may hereafter be referred to individually as a “Member” or collectively as the “Members.”

~~The Shingle Creek Watershed contains four creeks and thirteen lakes. Up to 1984, decisions regarding the water resources within the watershed were made on an individual municipality basis. In 1974, a Water Resources Management Plan was prepared through a joint effort of the cities but that plan was never officially adopted and no contractual relationship has existed between all the cities.~~

RECITALS

A. 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.

B. Minnesota Laws of 1982, Chapter 509, mandated that all watersheds within the seven county Metropolitan area must be governed by a watershed management organization and said law has been amended and is now codified as Minnesota Statutes, Sections 103B.201 through 103B.251. The watershed is authorized to organize underUnder the Act, one of the options available to local government units to satisfy the requirements of the Act is to adopt a joint powers agreement pursuant to ~~Minnesota Statutes, Sections 103B.211 and 471.59~~ or if such an organization is not created, Hennepin County shall petition for the establishment of a watershed district under Minnesota Statutes, Chapter 103D. All the cities in the Shingle Creek Watershed have expressed a desire to proceed with a joint powers organization, and a joint Power Agreement establishing the watershed Minn. Stat. § 471.59 to establish a watershed management organization was adopted by all nine Cities in 1984. The Commission created in 1984 has

~~managed the~~ to jointly plan for and manage surface water within a watershed ~~since 1984.~~

C. The Members elected to exercise their authority under the Act to adopt a joint powers agreement in 1984 to establish the Shingle Creek Watershed ~~is in some ways unique :n that one portion has an abundance of surface water and requires storage and flood control measures to protect residents and property. In seeking solutions to the overall surface water problems whether they be too much water or too little water, the law mandates and the cities~~ Management Commission (“Commission”) to cooperatively manage and plan for the management of surface water within the watershed ~~recognize that joint planning, joint cooperation, financial sharing and a contractual agreement are necessary.~~
~~It has been determined by the nine cities involved in the Shingle Creek watershed that they desire to proceed under a Joint Powers Agreement rather than under Chapter 103D as a watershed district. Each party to this agreement has been fully advised that the Watershed Management Organization being created shall have the powers and responsibilities set forth in the Metropolitan Surface Water Management Act, Minnesota Statutes further understood and agreed that it is the intent of this Agreement to assign to the watershed management organization, which has operated since 1984, the additional powers and duties assigned by the Minnesota legislature to water management organizations. The management of water resources is a rapidly changing field, and new laws and regulations are being adopted and amended frequently, and it should not be necessary to amend this Agreement every time the legislature mandates changes. Each member further recognizes that this is a binding contract and failure to cooperate or to carry out a member's responsibilities will result in a breach of this~~

~~contract.~~

~~The purpose of this organization shall be to assist the nine member Shingle Creek Watershed cities to preserve and use natural water storage and retention systems to:~~

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

~~It is the intent of this Agreement to subject all nine cities in the Shingle Creek Watershed to a common set of policies and to~~

~~comply in all respects with the provisions of the Metropolitan Surface Water Management Act.~~

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

~~JOINT AND COOPERATIVE AGREEMENT~~

- D. The original joint powers agreement has been updated and amended several times, and the term of the current joint powers agreement expires at the end of 2024.
- E. The parties have previously acted pursuant to its authority to establish the “Shingle Creek Watershed Board of Commissioners” (“Board”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.
- F. The Board has previously acted to adopt a Watershed Management Plan (“Watershed Management Plan”) for the watershed and has regularly updated the Watershed Management Plan in accordance with law.
- G. The parties ~~desire to enter into~~ this Agreement ~~are governmental units of the State of Minnesota, all of which have lands which drain surface water within the Shingle Creek Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm water management facilities to improve water quality, to promote groundwater recharge, and to protect, promote and preserve water resources within the Watersheds. This agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes 1992, Sections 103B.201 to and including Section 103B.251.~~ to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chapter 8410.

~~NAME~~

AGREEMENT

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

SECTION I-
ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

- 1.1 Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the “Shingle Creek Watershed Management Commission” pursuant to the Act and such other laws and rules as may apply.
- 1.2 General Purpose. The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan and to carry out the purposes identified in Minn. Stat. § 103B.201. The plan and programs shall operate within the boundaries of the Shingle Creek Watershed (“Watershed”) as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official

map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

1.3 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) Act. “Act” means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.
- (b) Alternate Commissioner. “Alternate Commissioner” means the person appointed by a Member to serve as its alternate to represent it on the Board in the absence or disability of its appointed Commissioner.
- (c) ~~The parties hereto create and establish~~Board. “Board” means the board of commissioners established by this Agreement to manage and make decisions on behalf of the Shingle Creek Watershed Management Commission.

~~GENERAL PURPOSE~~

~~II.~~

- (d) Capital Improvement. “Capital Improvement” has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.

~~The general purpose of this agreement is to provide an organization which can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channels for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part, drainage systems within the watershed area; to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution and the improvement of water quality; to promote ground water recharge; and to protect~~

~~and enhance fish and wildlife habitat and water recreational facilities. In addition to the aforesated purposes, the organization hereby created shall serve as the Watershed Management organization for the Shingle Creek Watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Section 103B.201 through 103B.251, both inclusive.~~

DEFINITIONS

III.

(e) CIP Project. "CIP Project" means a planned Capital Improvement that is part of the Commission's capital improvement program, is set out in its Water Management Plan, and is eligible for funding by the Commission.

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

(f) Subdivision 1 Commission. "Commission" means the organization created by this agreement, the full name of which is "Shingle Creek Watershed Management Commission." It shall be a public agency of its members and a watershed management organization as defined in Minnesota Statutes, Section established by this Agreement as provided in Minn. Stat. §§ 103B.211 to 103B.255.

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

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

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

(g) Commissioner. "Commissioner" means the person appointed by a Member as its primary representative on the Board.

- (h) Local Governmental Units.
- (i) Local Water Plan. “Local Water Plan” means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.
- (j) ~~Subdivision 5~~ Member. “Member” means a ~~governmental unit which enters into this agreement~~ city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.
- (k) ~~Subdivision 6.~~ “Shingle Creek Watershed.” “Watershed” means ~~the~~ the ~~area generally~~ the ~~contained~~ area ~~within a line drawn around the extremities of all terrain whose surface drainage is tributary to Shingle Creek and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil and Water Resources originally filed pursuant to Minnesota Statutes, 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B~~ the Act.
- (l) TAC. “TAC” means the Technical Advisory Committee established by the Board and that is made up of an employee of each Member, as appointed by the Member.
- (m) Watershed Management Plan. “Watershed Management Plan” means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II **MEMBERSHIP**

IV.

- 2.1 Members. The following local government units are Members of the Commission: City of Brooklyn Center, City of Brooklyn Park, City of Crystal, City of Maple Grove, City of Minneapolis, City of New Hope, City of Osseo, City of Plymouth, and City of Robbinsdale.
~~The membership of the Commission shall consist of all of the following governmental units:~~

~~City of Brooklyn Center~~

~~City of Brooklyn Park~~

~~City of Crystal~~

~~City of Maple Grove~~

~~City of Minneapolis~~

~~City of New Hope~~

~~City of Osseo~~

~~City of Plymouth~~

~~City of Robbinsdale~~

~~(The foregoing list is intended to include all governmental units which are presently partially or entirely within the Shingle Creek Watershed to be controlled by this Agreement.)~~

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

SECTION III **BOARD OF COMMISSIONERS**

~~v.~~

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

3.1 Establishment. The parties hereby reaffirm the establishment and continued operation of the "Shingle Creek Watershed Board of Commissioners" in accordance with the Act. The Board shall carry out the purposes and have the powers as provided herein.

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

3.2 Board Appointments. The Commission is governed by the Board, which is comprised of nine Commissioners appointed by the Members. Each party to this Agreement is a

Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.

(a) Commissioner. Each Member is responsible for appointing one person to serve as its representative (“Commissioner”) on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent in making any payments due to the Commission. The voting authority of the Commissioner shall be restored once the Member pays all past due amounts.

(b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner (“Alternate Commissioner”) to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all meetings and speak during the public input portion of the meeting, but is only authorized to actively participate in and vote at a Board meeting in the absence or disability of the appointing Member’s Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.

(c) ~~Subdivision 3~~Term. The term of each Commissioner and Alternate Commissioner ~~appointed by each member shall be three years and commencing on February 1st. A Commissioner and an Alternate Commissioner shall serve until their successors~~ are selected and qualify ~~and shall commence on February 1, except that the terms of the Commissioners first appointed shall commence from the date of their appointment and shall terminate as follows:~~ , unless they resign or are removed earlier as provided herein.

~~a. The Commissioners appointed by the Cities of Brooklyn Center, Brooklyn Park, and Crystal shall terminate on February 1, 1994.~~

~~b. The Commissioners appointed by the Cities of Maple Grove, Minneapolis, and New Hope shall terminate on February 1, 1995.~~

~~e.— The Commissioners appointed by the Cities of Osseo, Plymouth, and Robbinsdale shall terminate on February 1, 1996.~~

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

~~Any vacancy shall be filled for the unexpired term of any Commissioner by the council of the governmental unit of the member who appointed said Commissioner. The Commission shall notify the Board of Water and Soil Resources of member appointments and vacancies within 30 days after the Commission is notified by a member. Each member agrees to publish a notice of vacancies resulting from the expiration of Commissioner's or Alternate Commissioner's term or where a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2, as they now exist or as subsequently amended.~~

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

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

~~public hearing after reasonable notice to the Commissioner. A member may remove a~~Removal. The City Council of a Member may remove its Commissioner ~~or an Alternate Commissioner for just cause or for violation of a Code of Ethics established by the Commission or by the Member City or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Member City Council who appointed the~~as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner. ~~A Commissioner or Alternate Commissioner who is an elected officer of a Member City who is not reelected may be removed by the appointing Member City at the appointing Member's discretion. Any decision by a Member to remove a Commissioner or~~official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner ~~may be appealed to the Board of Water and Soil Resources. A certified copy of the Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board of Commissioners and shall show compliance with the terms of this section.~~

without cause. The Member shall notify the Board of the removal in writing

~~Subdivision 5. Each member shall within 30~~10 days of appointment file with the Secretary of the Board of Commissioners a record of the appointment of its Commissioner and its Alternate acting to remove the Commissioner. The Commission shall notify ~~the Board of Water and~~

~~Soil Resources of Member appointments and vacancies~~BWSR of the vacancy within 30 days ~~after~~of receiving notice ~~from the Member. Members shall fill all vacancies of the removal. The City Council shall act to fill the vacancy created by the removal~~ within 90 days ~~after the vacancy occurs~~as provided in this Agreement.

3.3 ~~Subdivision 6~~Compensation and Expenses. Commissioners ~~and Alternate Commissioners~~ shall serve without compensation from the Commission, ~~but this shall not prevent a governmental unit from providing compensation for its Commissioner for serving on the Board, if such compensation is authorized by such governmental unit and by law.~~ Commission funds may, but are not required to, be used to reimburse ~~a Commissioner or~~Commissioners and Alternate ~~Commissioner~~Commissioners for expenses incurred in performing Commission business ~~and~~ if authorized by the Board. Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.

3.4 ~~Subdivision 7. At the first~~Board Officers. Each year at its February meeting ~~of the Board and in February of each year thereafter,~~ the Board shall elect from among its Commissioners a Chair, ~~a Vice Chair, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or a soon thereafter as it may be reasonably done, the Commission shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Commission provided that a ten day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent; a majority vote of all eligible votes of the then existing members of the Commission shall be sufficient to adopt any proposed amendment to such rules and regulations.~~and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.

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

position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.

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

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

- (a) Regular Meetings. The Board shall ~~notify each Member City of the location and time of regular and special meetings called by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Section 471.705, or as amended.~~ develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.
- (b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement.
- (c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.
- (d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV

POWERS AND DUTIES OF THE BOARD

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

(a) ~~VI~~ Powers Granted.

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

(1) ~~Subdivision 2.~~ It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a ~~full time, part time or consulting~~ full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.

(2) ~~Subdivision 3.~~ It may contract for space ~~and for material and~~, materials, supplies, and services to carry on its activities ~~either with a member or elsewhere.~~

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

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

(4) It shall prepare, adopt, implement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. In preparing ~~the overall~~ said plan, the

Board may consult with the engineering and planning staff of each ~~member governmental unit. It may consult with~~Member ~~and~~ the Metropolitan Council and other public and private bodies to obtain and consider projections of land use, population growth, and other factors which are relevant to the improvement and development of ~~Shingle Creek~~the Watershed.

~~Said overall plan shall include the location and adequacy of the outlet or outfall of said Shingle Creek. The plan shall include the quantity of storage facilities and the sizing of an adequate outlet for all subtrunk, subdistrict and branch lateral storm sewers. The plan shall comply with state statutes and regulations promulgated and adopted by the Board of Water and Soil Resources.~~

~~Upon completion of the overall plan, or amendment thereto, each member shall be supplied with a copy of the proposed plan and the plan shall be submitted for review and comment as required by state laws and regulations. All governmental units which expect that substantial amendment of its local comprehensive plan will be necessary in order to bring their local water management into conformance with the Commission's watershed plan shall describe as specifically as possible, the amendments to the local plan which it expects will be necessary. The Commission shall hold a public hearing after 60 days mailed notice to the clerk of each member governmental unit. The mailed notice of the hearing shall be sent at the same time the plan is submitted to the members and to other governmental agencies. After such public hearing, the Board shall prescribe the overall plan which shall be the outline for future action by the Commission.~~

~~The Commission shall then submit the plan, any comments received and any appropriate amendments to the plan to the Board of Commissioners of Hennepin County. The County shall approve or disapprove projects in the capital improvement programs which may require the provision of county funds pursuant to Minnesota Statutes Sections 103B.251 or 103D.901. The County shall have 60 days to complete its review. If the County fails to complete its review within 60 days the plan and capital improvement programs shall be deemed approved.~~

~~After completion of the review by Hennepin County, the plan and capital improvement programs shall be submitted to the Metropolitan Council for its review. After completion of the review by the Metropolitan Council pursuant to Minnesota Statutes, Section 103B.231, Subd. 8, the Commission shall submit the plan to the Minnesota Commissioner of Natural Resources and the Minnesota Pollution Control Agency for review and comment on the consistency of the plan with state laws and rules relating to water and related land resources and to the Board of Water and Soil Resources for review as provided in Minnesota Statutes, Section 103B.231, Subd. 9.~~

~~After return of the plan, a copy of the plan shall be submitted to each of the members together with all comments of the reviewing authorities. The Commission shall wait for at least 30 days for comments from its members.~~

~~The Commission shall adopt the overall plan within 120 days after approval of the plan by the Board of Water and Soil~~

~~Resources. The Commission shall then implement the approved plan and approved capital improvement program by resolution of the Commission as hereinafter set forth. The adoption of said overall plan shall be only upon a favorable vote of a majority of all eligible votes of the then existing members of the Commission for Shingle Creek. A copy of the adopted plan shall be filed with the Clerk of each member governmental unit. Upon notice and hearing, as provided for in adopting the overall plan, said plan may be amended by the Board on its own initiative or on the petition of any member governmental unit.~~

(5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.

~~The review provisions set forth in this section are those required by Minnesota Statutes, Section 103B.231. If the law is amended, approvals shall be as required by law and the provisions contained in this section shall be amended accordingly.~~

(6) It may undertake projects, including those provided in its capital improvement program, in accordance with the Watershed Management Plan.

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

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

(9) ~~Subdivision 8.~~ It may order any ~~member governmental unit or units~~ Member to construct, clean, repair, alter, abandon, consolidate, reclaim, or change the course or terminus of any ditch, drain,

storm sewer, or water course, natural or ~~artificial~~artificial, within the Shingle Creek Watershed.

(10) ~~Subdivision 9.~~ It may order any ~~member governmental unit or units~~Member to acquire, operate, construct, or maintain dams, dikes, reservoirs, and appurtenant works or other improvements necessary to implement the overall plan.

(11) ~~Subdivision 10.~~ It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed.

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

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

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

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

(16) ~~Subdivision 15.~~ It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its ~~members~~Members and any other political subdivision, commission, ~~Board~~board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of ~~commission~~Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing ~~members~~Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.

- (17) ~~Subdivision 16.~~ It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.
- (18) ~~Subdivision 17.~~ It may collect monies, subject to the provisions of this ~~agreement~~Agreement, from its ~~members,~~Hennepin Members, the County, and from any other source approved by a majority of its Board. The Board may accept gifts and seek and accept grants.
- (19) ~~Subdivision 18.~~ It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.
- (20) ~~Subdivision 19.~~ It shall cause to be made an annual audit of the books and accounts of the Commission by a certified public accountant or the State Auditor, and shall ~~make and file a report to its members at least once each year including the following information:~~transmit a copy of the annual audit to each Member.
- ~~a. the approved budget;~~
 - ~~b. a reporting of revenues;~~
 - ~~c. a reporting of expenditures;~~
 - ~~d. a financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and~~
 - ~~e. the status of all Commission projects and work within the watershed.~~

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

- (21) ~~Subdivision 20.~~ Its books, reports, and records shall be available for and open to inspection by ~~its members~~ the Members at all reasonable times.
- (22) ~~Subdivision 21.~~ It may recommend changes in this ~~agreement to its members~~ Agreement to the Members.
- (23) ~~Subdivision 22.~~ It may exercise all other powers necessary and incidental to the implementation of the purposes and powers yet forth herein and as outlined and authorized by ~~Minnesota Statutes, Sections 103B.201 through 103B.251.~~ the Act and such other law as may apply.
- (24) ~~Subdivision 23. it~~ It shall cooperate with the ~~State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources~~ applicable state agencies in complying with the requirements of ~~Chapter Minn. Stat., chap. 103G of the Minnesota Statutes.~~
- (25) ~~Subdivision 24.~~ Each ~~member~~ Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.
- ~~Subdivision 25.~~
- (26) It may define and designate subtrunk and subdistricts within the watershed and shall have authority to separate the watershed into different subtrunks and subdistricts and to allocate capital improvement costs to a subtrunk or subdistrict area if that district is the only area that benefits from the capital improvement.
- (27) ~~Subdivision 26.~~ It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.

~~METHOD OF PROCEEDING~~

~~VII.~~

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

(b) Subdivision 2 Powers Reserved. The Board shall immediately proceed to prepare the overall plan as set forth in Article VI, Subdivision 5. Upon adoption of said overall plan, the Board shall proceed to implement said plan, and this implementation may be ordered by stages. not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not intended to expand, by negative implication, the powers granted above to the Board.

~~Subdivision 3. The location and adequacy of the outlet for Shingle Creek shall be determined and the Commission shall then prepare plans which will provide capacity to outlet the surface waters which will be collected within the Shingle Creek watershed. In determining the necessary capacity for said outlet, the Commission shall take into consideration the quantity of land within the watershed which each member governmental unit has to pond or act as a reservoir for surface waters. It shall consider only lands which are under public ownership or under public control and that will be perpetually dedicated to acting as a reservoir for surface waters. The commission may require from each member governmental unit a commitment in writing of the lands which shall be so dedicated, including a legal description of the gross area and the capacity in acre feet of water storage. No project which will channel or divert additional waters to Shingle Creek shall be commenced by any member governmental unit prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities. The adequacy of said outlet shall be determined by the Board after consultations with its professional engineers.~~

~~Subdivision 4. All construction, reconstruction, extension or maintenance of Shingle Creek, including outlets,~~

~~lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system which involve construction by or assessment against any member governmental unit or against privately or publicly owned land within the watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified. The Board shall secure from its engineers or some other competent person a report advising it in a preliminary way as to whether the proposed improvement is feasible and as to whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between members.~~

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

~~The Board shall then hold a public hearing on the proposed improvement after mailed notice to the clerk of each member governmental unit within the Watershed. The Commission shall not be required to mail or publish notice except by said notice to the clerk. Said notice shall be mailed not less than 45 days before the hearing, shall state the time and place of the hearing, the general~~

~~nature of the improvement, the estimated total cost and the estimated cost to each member governmental unit. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the member governmental units or may take such other action as it deems necessary to carry out the purposes of this Commission.~~

~~To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project shall require a favorable vote by two-thirds of all eligible votes of the then existing Board of the Commission. In all cases other than for capital improvement projects, a majority vote of all eligible members of the Board shall be sufficient to order the work. The order shall describe the improvement, shall allocate in percentages the cost allocation between the member governmental units, shall designate the engineers to prepare plans and specifications, and shall designate the member who will contract for the improvement in accordance with Subdivision 7 of this Article.~~

~~After the Board has ordered an improvement it shall forward to all member governmental units an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each member governmental unit to conduct hearings, in accordance with the~~

~~provisions of the aforesaid Chapter 429, or the charter requirements of any city, or to ascertain the method of financing which said member governmental unit utilize to pay its proportionate share of the costs of the improvement. Each member governmental unit shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.~~

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

(1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.

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

~~Subdivision 6. Any member governmental unit being aggrieved by the determination of the Board as to the allocation of the costs of said improvement shall have 30 days after the commission resolution ordering the improvement to appeal said determination. Said appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the member's appeal shall be referred to a Board of Arbitration. The Board of~~

~~Arbitration shall consist of three persons; one to be appointed by the Board of Commissioners, one to be appointed by the appealing member governmental unit, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Hennepin County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board. The third person selected shall not be a resident of any member governmental unit and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Chapter 572 of the Minnesota Statutes.~~

- (2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.
~~Subdivision 7. Contracts for Improvements. All contracts which are to be let as a result of the Board's order to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, or watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes and for which two or more member governmental units shall be~~

~~responsible for the costs, shall be let in accordance with the provisions of Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the member governmental units, as ordered by the Board of Commissioners, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.~~

- (3) Bonding. The Commission does not have the power to issue certificates, warrants or bonds.
- (4) Special Assessments. The Commission shall not have the authority to contract in its own name for any improvement work for which power to levy a special assessment will be levied against any private or public property under the provisions of Chapter 429 or under the provisions of any City charter. This section shall not preclude the Commission from proceeding under Minnesota Statutes, Section 103B.251. upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.

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

- (5) Land Use Regulations. The Commission shall not have the authority to regulate the use and development of land under Minn. Stat. § 103B.211, subd. 1(a)(3).

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

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

4.3 Projects.

- (a) Capital and Non-Capital Projects. The Board may undertake a variety of projects including, but not limited to, research projects, water quality projects, maintenance projects, and CIP Projects. In most cases, CIP Projects involve entering into a cooperative agreement with a Member, which has the Member assuming responsibility for letting the contract and overseeing construction of the project. The process for approving a CIP Project is set out below. For all projects that do not constitute a CIP Project, the Board may undertake them upon a majority vote of all eligible Commissioners. The Commission may contract in its own name to complete such projects.
- (b) Process for Capital Improvement Projects. The Board shall proceed in accordance with the following process with respect to proposed CIP Projects.
- (1) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a particular need or issue identified by a Member or the Board. A proposed project shall be submitted to the TAC and the Board to determine if there is sufficient support to proceed to a feasibility study.
 - (2) Feasibility Study. If requested by the Board, the Commission Engineer shall study the feasibility of a proposed CIP Project and report its findings to the TAC and the Board. The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.
 - (3) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor amendment. If, for any reason, a proposed amendment does not constitute a minor amendment, it can only be made by undertaking the full amendment process set out in Minn. Stat. § 103B.231, subd. 11, the amendment section of the Watershed Management Plan, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for an amendment may be held in conjunction with the public hearing required by Minn. Stat. § 103B.251, subds. 3 & 4 to request the County to levy funds for the project.
 - (4) Public Hearing. If the Board proposes to pay any portion of a proposed CIP Project with funds to be raised through the County pursuant to Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and in accordance with the following. If the

Commission's contribution toward the costs of the project will come entirely from grants, funds on hand, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied, it is not necessary for the Board to conduct a public hearing under Minn. Stat. § 103B.251 for the proposed CIP Project. The public hearing shall be called and conducted in accordance with applicable laws and the following.

- (i) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board set the date, time, and place for the public hearing.
- (ii) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
- (iii) Conducting. The Board shall conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.

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

(c) Responsible Member.

(1) Member Projects. The Board shall work with Members to facilitate the completion of specific CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project shall enter into a cooperative agreement with the Commission providing for all Commission-required terms and conditions related to the project and any such reimbursement. The terms of this subsection shall also apply to any Commission project

that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

(2) Commission Projects. The Board is authorized to undertake and contract for projects in the Commission's name, in accordance with the Watershed Management Plan and all applicable laws and regulations related to public procurement and contracting. Approval of Commission contracts for a CIP Project shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners.

(d) Contracts for Improvements.

(1) Letting Contracts. All contracts which are to be let as a result of the Commission's ordering of a project shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This subsection shall not preclude the Commission from proceeding under Minn. Stat. § 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.

~~(2) Subdivision 9. Supervision~~Contract Administration.
All improvement contracts ~~awarded under the provisions of Subdivision 7 of this Article shall be~~will be duly supervised by the ~~member governmental unit~~Member awarding said contract ~~or said member governmental unit may contract or appoint any qualified staff member or members of the Commission to carry out said supervision, but each member agrees that the staff of this, provided, however, that the~~ Commission shall be authorized to observe and review the work in progress and the ~~members~~Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where ~~the~~any improvement work is in progress for the purpose of making reasonable tests and inspections. ~~The Commission staff of this Commission~~ shall report, advise and recommend to the Board on the progress of said work.

(e) Land Acquisition.

(1) ~~Subdivision 10. Land Acquisition. The~~ By Members. Because the Commission ~~shall~~does not have the power ~~of eminent domain. The member governmental unit~~to acquire real property, the Members agree that any and all permanent easements or ~~interest~~interests in land which are necessary for any project will be negotiated or condemned in accordance with ~~Chapter 117 of the Minnesota Statutes by the unit~~all applicable laws by the Member wherein said lands are located, and each ~~member~~Member agrees to acquire the necessary easements or ~~right of way or partial or complete interest in~~interests in such land upon order of the ~~Board of Commissioners~~Commission to accomplish the purposes of this ~~agreement~~Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a ~~member governmental unit~~Member determines it is in the best interests of that ~~member~~Member to acquire additional lands ~~7~~ in conjunction with the taking of lands for ~~storm and surface drainage or storage~~the Commission-ordered improvement, for some other ~~purposes~~purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the ~~amount~~allocation of the improvement costs ~~to be assessed to each member governmental unit~~ may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring ~~municipality~~Member for said land acquisition to the extent that it benefits the other ~~members~~Members of this ~~agreement~~Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

(2) Alternative Acquisition. If any ~~member unit~~Member refuses to negotiate or condemn lands as ordered by the Board, any other ~~member~~Member may negotiate or condemn outside of its corporate limits in accordance with ~~the aforesaid Chapter 117. All members, and to the extent authorized by, applicable laws. All Members~~ agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another ~~member within the Shingle Creek Watershed~~Member except upon order of the Board ~~of this Commission.~~

The Commission shall have authority to establish land acquisition policies as a part of the overall ~~plan~~ Watershed Management Plan. The policies shall be designed to equalize costs of land throughout the Watershed.

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

4.5 Local Water Plans.

(a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan. The Members understand that the Watershed Management Plan, including the Commission's capital improvement program, must consist of local parts and therefore every effort shall be made by the Commission and all Members to coordinate local plans with the Watershed's overall plan, including planning for local plans at the same time the Watershed's overall plan is being developed.

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

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

~~Subdivision 12. Local Water Management Plans. The Commission shall have power and authority to review the members'~~

~~local water management plans, capital improvement programs and official controls required by Minnesota Statutes Section 103B.235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources. The members also understand that the overall plan and capital improvement program required for the entire watershed must consist of the local parts in the plan and therefore every effort shall be made by the Commission to coordinate the local plans with the watershed's overall plan. The members further understand and agree that upon completion and approval of the overall plan required by Minnesota Statutes 103B.231, each member will be required to present their local management plan to the Commission as required by Minnesota Statutes, Section 103B.235. It is therefore important that each member provide the Commission with their best effort to coordinate and plan for the individual member's local plan at the same time the watershed overall plan is being assembled.~~

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

SECTION V FINANCES

5.1 ~~VIII~~ Generally.

- (a) ~~Subdivision 1~~ Authority. The Commission funds may be expended by the Board in accordance with this ~~agreement~~ Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board. ~~The Board shall designate one or more national or state bank or trust companies, authorized by Chapters 118 and 427 of the Minnesota Statutes to receive deposits of public moneys and to act as depositories for the Commission funds~~
- (b) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two ~~Board members~~ Commissioners, one of whom shall be the Treasurer or ~~the Treasurer's Authorized Deputy~~ Commissioner designated by the Treasurer.
- (c) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.
- (d) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minnesota Statutes, chapters 118 and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

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

~~Subdivision 3.~~

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

~~(a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 3. Each member agrees to contribute to said fund its proportionate share of the engineering, legal and administrative costs as determined by the Commission as the amount to be assessed against each member as a cost of the improvement. The Board shall submit in writing a statement to each member, setting forth in detail the expenses incurred by the Commission for each project.~~

~~Each member further agrees to pay to or contract with the member governmental unit awarding said contract for the improvement, its proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivision 4. The member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the member being billed agrees to pay its proportionate share of said improvement costs within 30 days after receipt of the statement. The member awarding the~~

~~contract shall advise other contributing members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.~~

~~(b) Notwithstanding the provisions of paragraph (a) of this subdivision, the Commission may by a vote of 2/3rds of all eligible votes of the then existing members of the Commission decide to proceed to fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan pursuant to the authority and subject to the provisions set forth in Minnesota Statutes, Section 103B.251. It is expressed as a goal of this Agreement that cost sharing of capital improvement costs be assigned and agreed to by members pursuant to Article VIII, Subdivision 7, Subsections 1 and 2 of this Agreement. Without such agreement, all improvements will be constructed pursuant to Minnesota Statutes, Section 103B.251. The Commission and Hennepin County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Hennepin County pursuant to Minnesota Statutes, Section 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Hennepin County based upon a tax levy resolution adopted by a majority vote of all eligible members of the Commission and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the Commission shall be required to follow~~

~~the hearing process established by Minnesota Statutes, Sections 103D.915 and 103D.921 and acts amendatory thereof and in addition thereto. Mailed notice shall be sent to the Clerk of each member municipality at least 30 days prior to the hearing.~~

- (a) ~~Subdivision 4~~Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing ~~members of the Board~~Commissioners.
- (b) Cap. The amount to be assessed Members under the proposed budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase. In no case may a Member assessment exceed one-half of one percent of the net tax capacity of that portion of the city lying within the Watershed.
- (c) ~~The secretary of the Board~~Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the budget ~~on or before July 1~~ to the clerk of each ~~member governmental unit~~Member, together with a statement of the proportion of the budget to be provided by each ~~member~~Member.

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

~~Subject to the limitations of Subdivision 5 below, each member agrees to provide the funds required by the budget. If no objections are submitted to the Board, each member agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments~~

~~to the original budget require a favorable vote by a majority of all eligible voters of then existing members of the Board.~~

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

~~Subject to the limitations of Subdivision 6 below, upon notice and hearing, the Board by a favorable vote of a majority of all eligible votes of then existing members may adopt a supplemental budget requiring additional payments by the members within 60 days of its adoption but in no event shall the budget require any member to contribute in excess of one half of one percent of the net tax capacity of all taxable property within the watershed or within any member's corporate boundaries in any one calendar year.~~

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

~~Subdivision 5. Assessments levied against Member Cities for general fund purposes are subject to all of the following limitations:~~

~~1. Assessment Cap.~~

~~(d) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear~~

the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.

~~A. Definition. For purposes of this subdivision, the term "Assessment Cap" means the total amount that the Commission may levy against Member Cities for general fund purposes in any year without the consent of a majority of Member Cities. The Assessment Cap for 2004 is \$262,750. Thereafter, the Assessment Cap will increase or decrease each year based, pro rata, on the annual change in the consumer price index (U.S. City Average, All Items, All Urban Consumer) to the end of the second quarter of the preceding year. (For example, the Assessment Cap for 2005 will be adjusted on the basis of the change in the CPI from the end of the second quarter of 2003 to the end of the second quarter of 2004.)~~

~~B. Limitation and City Consent. The Commission may levy an amount for general fund purposes in excess of the Assessment Cap only with the consent of a majority of Member Cities expressed by resolutions duly adopted by the city councils before September 1st of the preceding year. The Commission may request authority to exceed the Assessment Cap for one or more years.~~

~~If a majority of Member Cities do not consent to the levy of an assessment in excess of the Assessment Cap, the Commission may levy an amount up to the Assessment Cap and the Commission will make necessary changes to the budget.~~

(e) Finalized. The proposed budget shall be considered final if no Member filed an objection by August 1st. If a timely objection is received, the Board shall act to finalize the budget after conducting a hearing on the objections. The Board shall provide a copy of the final budget to each Member. If there were objections, the

Board shall include its findings and decision regarding such objections with the final budget.

~~2. Limitation on Increase of Assessment. The Commission may not assess a total levy against Member Cities for general fund purposes in any year in an amount that exceeds 120% of the previous years' assessment without the consent of a majority of the Member Cities given in the same manner as described in paragraph 1B above.~~

5.4 Supplemental Budget. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds. The Board shall call a public hearing on the proposed supplemental budget and provide written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member. After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners. The Board shall notify each Member of the adopted supplemental budget and the amount of additional assessment to be paid by each Member. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget. In no case may a supplemental budget cause the total budget to exceed the 120% cap discussed above, or cause the total assessment paid by a Member to exceed one-half of one percent of the net tax capacity of all taxable property within the Watershed or within any Member's corporate boundaries in any one calendar year.

~~3. Limitation Based on Tax Capacity. The Commission may not assess a levy or combination of levy and supplemental levies against the Member Cities for general fund purposes in any one year that requires any member to contribute an amount in excess of one-half of one percent of the net tax capacity of that portion of the city lying within the Watershed.~~

5.5 Capital Improvement Program Project Funding.

~~Subdivision 6. Supplemental Budget and Limit on Assessment. The Board may adopt a supplemental budget in accordance with Subdivision 4. However, the amount assessed against the Member Cities for general fund purposes, when added together with other assessments for general fund purposes for the same year, may not exceed the limitations on assessments set forth in Subdivision 5 without the consent of the Member Cities. The consent of the Member Cities shall be secured in the same manner as is provided in Subdivision 5, except that the September 1 deadline for Member City approval does not apply.~~

(a) Member Contributions. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project.

- (b) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the grant requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.
- (c) Maintenance Levy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Hennepin County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may impose, with the county's consent, an ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit. The levy shall be certified, levied, collected, and distributed as provided in Minn. Stat. §§ 103D.915 and 103D.921, as amended, and shall be in addition to any other money levied and distributed by the county to the Commission. Mailed notice of any hearing required under the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

5.6 ~~Subdivision 7.~~ Cost Allocation for Capital Projects. ~~The~~ All capital costs incurred by the Commission shall ~~apportion~~ be apportioned ~~to the respective members on either (1), (2) or (3) Members on any~~ of the following bases:

- (a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.
- (b) ~~(1)~~ Negotiated Amount. A negotiated amount to be arrived at by the ~~members~~ Members who have lands in the subdistrict responsible for the capital improvement.
- (c) Tax Capacity and/or Total Area.
- (1) ~~(2)~~ ~~(a)~~ Fifty percent of all capital costs or the financing thereof shall be apportioned to each ~~member~~ Member on the basis of the net tax capacity of each ~~member~~ Member within the boundaries of the ~~watershed~~ Watershed each year to the total net tax capacity in the ~~Shingle Creek Watershed area governed by this Agreement.~~

(2) ~~(b)~~ Fifty percent of all capital costs or the financing thereof shall be apportioned to each ~~member~~Member on the basis of the total area of each ~~member~~Member within the boundaries of the ~~watershed~~Watershed each year to the total area in the ~~Shingle Creek~~ Watershed ~~governed by this Agreement.~~

(3) ~~(e)~~ Capital costs allocated under the 50% area/50% net tax capacity formula ~~herein~~ set forth above may be varied by a two-thirds vote of the Commission ~~by a 2/3rds vote if:~~

(i) ~~(1)~~ any ~~member~~Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or

(ii) ~~(2)~~ the capital improvement provides a direct benefit to one or more ~~members~~Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.

~~(d) Credits to any member for lands acquired by said member to pond or store storm and surface water shall be allowed against costs set forth in Subsections (a), (b) and (c) of this Section.~~

~~(3) If agreement is not reached to proceed as set forth in Subsection 1 or 2 of this Subdivision and if the project is constructed and financed pursuant to Minnesota Statutes, Section 103B.251, the members understand and agree that said costs will be levied on all taxable property in the watershed as set forth in the statute.~~

MISCELLANEOUS PROVISIONS

IX.

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

~~Subdivision 1. The Commission shall not have the power to~~

~~issue certificates, warrants or bonds.~~

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

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

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

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

5.7 ~~Subdivision 5~~Default. Any ~~member~~Member who is more than 60 days in default in contributing its share to the general fund or to a CIP Project shall have the vote

of its ~~Board member~~ Commissioner suspended pending the payment of its proportionate share. Any Commissioner whose vote is under suspension shall not be considered for the purposes of determining a quorum or for determining the sufficiency of a vote.
~~Any member who is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting member shall upon application of the contracting member have the vote of its Board member suspended, pending the payment of its proportionate share.~~

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

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

~~DURATION~~ **SECTION 6**
~~X.~~ **TERMINATION AND DISSOLUTION**

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

6.1 ~~Subdivision 2~~ Termination. This agreement may be terminated prior to January 1, ~~2025~~ 2055, by the unanimous consent of the ~~members~~ Members. If the agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Hennepin County at least 90 days prior to the date of dissolution.

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

DISSOLUTION

~~XI.~~

6.3 ~~Upon dissolution~~Distribution of Assets. If this Agreement is terminated and not
replaced with a new agreement providing for the continued operation of the Commission,
or if the Commission is dissolved, all property of the Commission shall be sold and the
proceeds thereof, together with monies on hand, shall be distributed to the eligible
~~members~~Members of the Commission. Such distribution of Commission assets shall be
made in proportion to the total contribution to the Commission as required by the last
annual budget.

~~EFFECTIVE DATE~~

~~XII.~~

~~This agreement shall be in full force and effect upon the filing
of a certified copy of the resolution approving said agreement by
all nine members for the Shingle Creek Watershed. Said resolution
shall be filed with the Chairperson of the existing Shingle Creek
Watershed Management Commission, who shall notify all members in
writing of its effective date. The effective date of the new amended
Joint Powers Agreement shall be when approved by all the Cities and
when the Mayor and other authorized City representatives have
executed the amended Agreement.~~

SECTION 7

MISCELLANEOUS PROVISIONS

7.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect
until January 1, 2055 unless terminated earlier as provided herein. The Members may

agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.

- 7.2 Mediation. The Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
- 7.3 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the Commission contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.
- 7.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.
- 7.5 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.
- 7.6 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.
- 7.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.
- 7.8 Examination of Books. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.

7.9 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.

7.10 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.

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

7.12 Notice. To the extend this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.

7.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

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

~~City of Brooklyn Center~~

By: _____
Mayor

Seal:
[signature pages follow]

ATTEST:

Dated: _____

City Clerk

By: _____
City Manager

~~City of Brooklyn Park~~
By: _____
Mayor

Seal:

ATTEST:

Dated: _____

~~City Clerk~~
~~City of Crystal~~

By: _____

Mayor

Seal: _____

ATTEST: _____

Dated: _____

~~City Clerk~~
~~City of Maple Grove~~

By: _____

Mayor

Seal: _____

ATTEST: _____

Dated: _____

~~City Clerk~~

~~City of Minneapolis~~

By: _____

Mayor

Seal: _____

ATTEST: _____

Dated: _____

~~City Clerk~~
~~City of New Hope~~

By: _____

Mayor

Seal: _____

ATTEST: _____

Dated: _____

~~City Clerk~~

~~City of Osseo~~

~~By: _____~~

~~Mayor~~

~~ATTEST:~~

~~_____~~

~~City Clerk~~

~~City of Plymouth~~

~~By: _____~~

~~Mayor~~

~~ATTEST:~~

~~_____~~

~~City Clerk~~

~~City of Robbinsdale~~

~~By: _____~~

~~Mayor~~

~~ATTEST:~~

~~_____~~

~~City Clerk~~

~~Seal:~~

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Table moves from	0
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