

Shingle Creek Watershed Management Commission Treasurer's Report

	2024 Budget	June	July	%age YTD	2024 YTD
REVENUE					
Application Fees	15,000	2,800.00		35.33	5,300.00
Member Assessments	370,000			100.00	370,000.00
Interest and Dividends	20,000	13,311.79		391.56	78,312.03
Miscellaneous Income					-
TOTAL OPERATING REVENUE	405,000	16,111.79	-		453,612.03
EXPENSE					
ADMINISTRATION					
Administrative Services	70,000	5,295.61	5,613.84	46.05	32,231.64
Engineering Support	15,000	1,703.95	942.05	40.31	6,047.10
Project Reviews	1,500	75.00	131.84	18.96	284.37
ENGINEERING					
General Engineering	80,000	10,361.30	6,802.39	62.49	49,990.70
Grant Application Writing	12,000	814.50	1,495.25	73.38	8,805.25
Project Reviews/WCA	35,000	6,813.40	2,513.70	70.86	24,802.45
Highway 252/94 EIS Review			173.25		173.25
Blue Line Extension					3,197.00
TMDL 5 Year Reviews	5,000			-	-
LEGAL - Legal Services	6,000	593.71	1,133.71	56.83	3,409.84
JPA Update		2,430.00	922.50		3,487.50
MISCELLANEOUS					
Bookkeeping	8,000	1,532.25	1,083.00	68.97	5,517.75
Audit	7,500			-	-
Insurance & Bonding	3,200	3,348.00		104.63	3,348.00
Meeting Expense	6,000	401.15	332.77	78.57	4,714.00
PROGRAMS					
Stream Monitoring	36,000	8,845.30	10,362.90	61.52	22,148.88
Stream Monitoring (USGS)	4,200			-	-
Lake Monitoring	30,000	289.00	7,662.00	28.12	8,437.25
Citizen Assisted Lake Monitoring (CAMP)	5,000	595.00	665.00	26.76	1,338.00
Volunteer Stream Monitoring (River Watch)	2,000			-	-
Annual Monitoring Report	16,500	16.16		99.89	16,482.25
Water Quality Education					
Education Program	24,000	1,412.18	633.13	32.40	7,775.71
WMWA General (SC Share)	3,000			100.00	3,000.00
WMWA Impl/WS Prep (SC Share)	8,500			94.12	8,000.00
Management Plan/Amendments	1,000				-
Subwatershed BMP Assessment	0				-
Contribution to 5th Generation Plan	0				-
To/From Reserves	25,600				
TOTAL OPERATING EXPENSE	405,000	44,526.51	40,467.33		213,190.94
OPERATING SURPLUS OR (DEFICIT)					240,421.09

Shingle Creek Watershed Management Commission Treasurer's Report

	2024 Budget	June	July	%age YTD	2024 YTD
GRANTS AND CAPITAL PROJECTS					
REVENUE					
Transfer to (from) Grants		106,404.00	-		106,404.00
Transfer to (from) CIPs					-
Transfer to (from) Closed Projects Account					-
TOTAL GRANT & CIP REVENUE		106,404.00	-		106,404.00
EXPENSE					
SC Trail Feasibility Study					4,345.25
Brookdale Pk SC Remeander Feasibility Stud					10,413.00
Gauke Pond SWA Amendment					-
Eagle Lake SWA					-
Colorado Ave Infiltration Trench Feas Study		1,759.25			1,759.25
Transfer to (from) Grants		6,065.20	18,096.57		26,082.77
Transfer to (from) CIPs		1,175.42	18,846.75		27,602.57
Transfer to (from) City Cost Share Fund					-
Transfer to (from) Partnership BMP Cost Share Fund					-
Transfer to (from) Closed Projects Account		1,490.25	5,172.50		6,837.75
TOTAL GRANT & CIP EXPENSE		10,490.12	42,115.82		77,040.59
WMWA					
REVENUE					
WMWA Education - Partners					44,000.00
EXPENSE					
WMWA General Admin - Tech		512.86	514.76		4,271.06
WMWA Implementation		134.41			134.41
WMWA Educators		2,264.93			4,163.19
WMWA Rain Garden Workshops					-
TOTAL WMWA EXPENSE		2,912.20	514.76		8,568.66
CASH SUMMARY					
4M Fund Balance at 12/31/23					2,728,740.53
Plus Revenue Received to date					626,246.03
Minus Claims Approved to Date					(424,639.65)
Minus Claims Presented Current Month					83,097.91
4M Fund Balance		3,096,542.73			3,013,444.82

Shingle Creek Watershed Management Commission Treasurer's Report

Claims Presented	General Ledger Acct No		July 2024		Total
Kennedy & Graven					1,426.21
Legal - General	52001		638.71		
Legal - JPA Update	52001		787.50		
WSB - Crystal Lake Carp Mgt fr '22 Maint C	70836		18,746.75		18,746.75
Stantec					53,635.19
General Engineering	51001		6,802.39		
Grant Writing	51005		1,495.25		
Project Reviews	51002		2,513.70		
Highway 252/94 EIS Review	58034		173.25		
Stream Monitoring	56004		10,362.90		
Lake Monitoring	56010		7,662.00		
CAMP	56002		665.00		
Education	57008		591.63		
Annual Water Monitoring Report	58002				
Meadow Lake Mgt Plan Phase 2 Grant C	70739		608.00		
Crystal Lake Management Plan Grant	70732		17,488.57		
Eagle and Pike Lakes Internal Load	58035		5,032.50		
Colorado Ave Infiltration Trench Feas Study	58036				
Maintenance Fund CIP	70836		100.00		
Twin and Ryan Lakes Carp Study	58037		140.00		
Town Law Center					630.00
Legal - General	52001		495.00		
Legal - JPA Update	52001		135.00		
Judie Anderson's Secretarial Service					514.76
WMWA General Expense	57009		514.76		
WMWA Educators/WS Prep	57011				
Judie Anderson's Secretarial Service					8,145.00
Administration	53001		5,613.84		
Project Review Support	53002		131.84		
Bookkeeping / Audit Prep	54002		1,083.00		
Meeting Expense	54001		332.77		
Education Programs	57008		41.50		
Engineering Support	53004		793.55		
Engineering Support - CIP General	53004		148.50		
Total Claims					83,097.91

Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700
Minneapolis, MN 55402

(612) 337-9300

41-1225694

June 7, 2024

Statement No. 181841

Shingle Creek Watershed Management Commission

Judie Anderson

JASS - Watershed Administrators
3235 Fernbrook Lane
Plymouth, MN 55447

Through June 6, 2024

SH220-00001	General	638.71
SH220-00031	JPA Update Project	787.50

Total Current Billing: 1,426.21

I declare, under penalty of law, that this account, claim or demand is just and correct and that no part of it has been paid.

DocuSigned by:

Troy Gilchrist

0F85D7583350445
Signature of Claimant

Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700
Minneapolis, MN 55402

Shingle Creek Watershed
Judie Anderson

June 6, 2024

SH220-00001 General

Through June 6, 2024

For All Legal Services As Follows:

			Hours	Amount
5/1/2024	TJG	Review and revise agreement with Maple Grove; email same to group	0.30	67.50
5/9/2024	TJG	Prepare for, travel to, and attend meeting	2.50	562.50
Total Services:			\$	630.00

For All Disbursements As Follows:

5/21/2024	Troy J. Gilchrist; Mileage expense	8.71
Total Disbursements:		\$ 8.71

Total Services and Disbursements: \$ 638.71

Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700
Minneapolis, MN 55402

Shingle Creek Watershed
Judie Anderson

June 6, 2024

SH220-00031 JPA Update Project

Through June 6, 2024

For All Legal Services As Follows:

			Hours	Amount
5/9/2024	TJG	Begin reviewing comments from cities; forward same to Diane S	0.20	45.00
5/19/2024	TJG	Work on reviewing and responding to comments from cities; prepare updated draft	1.70	382.50
5/20/2024	TJG	Finalize and forward documents for work session	0.20	45.00
5/21/2024	TJG	Prepare for, travel to, and attend work session on JPA	1.40	315.00
Total Services:			\$	787.50
Total Services and Disbursements:			\$	787.50

701 XENIA AVENUE S
 SUITE 300
 MINNEAPOLIS, MN
 55416



Shingle Creek and West Mississippi Management
 Commissions
 Attn: Judie Anderson
 3235 Fernbrook Lane North
 Plymouth, MN 55447

June 12, 2024
 Project/Invoice: R-025306-000 - 2
 Reviewed by: Alison Harwood
 Project Manager: Anthony Havranek

2024 Carp Management in Crystal Lake
Professional Services from May 1, 2024 to May 31, 2024

Phase 001 2024 Carp Management in Crystal Lake
 Removal Operations

			Hours	Rate	Amount
Carson, Phillip	5/8/2024		1.00	129.00	129.00
Havranek, Anthony	5/8/2024		1.00	207.00	207.00
Havranek, Anthony	5/29/2024		5.00	207.00	1,035.00
Newman, Mary	5/8/2024		7.00	129.00	903.00
Newman, Mary	5/10/2024		.50	129.00	64.50
Newman, Mary	5/22/2024		.25	129.00	32.25
Newman, Mary	5/29/2024		8.00	129.00	1,032.00
	Totals		22.75		3,402.75
	Total Labor				3,402.75
				Total this Task	\$3,402.75
				Total this Phase	\$3,402.75

Billing Limits	Current	Prior	To-Date
Total Billings	3,402.75	55.00	3,457.75
Limit			19,964.00
Remaining			16,506.25
		Total this Invoice	<u><u>\$3,402.75</u></u>

701 XENIA AVENUE S
 SUITE 300
 MINNEAPOLIS, MN
 55416



Shingle Creek and West Mississippi Management
 Commissions
 Attn: Judie Anderson
 3235 Fernbrook Lane North
 Plymouth, MN 55447

June 19, 2024
 Project/Invoice: R-025306-000 - 3
 Reviewed by: Alison Harwood
 Project Manager: Anthony Havranek

2024 Carp Management in Crystal Lake
Professional Services from June 1, 2024 to June 30, 2024

Phase 001 2024 Carp Management in Crystal Lake
 Permitting and Project Management

			Hours	Rate	Amount	
Havranek, Anthony	6/3/2024		1.25	207.00	258.75	
Havranek, Anthony	6/11/2024		.75	207.00	155.25	
Havranek, Anthony	6/14/2024		1.00	207.00	207.00	
	Totals		3.00		621.00	
	Total Labor					621.00
				Total this Task		\$621.00

Removal Operations

			Hours	Rate	Amount	
Carson, Phillip	6/3/2024		8.00	129.00	1,032.00	
Carson, Phillip	6/10/2024		4.00	129.00	516.00	
Carson, Phillip	6/13/2024		8.00	129.00	1,032.00	
Havranek, Anthony	6/6/2024		10.00	207.00	2,070.00	
Newman, Mary	6/3/2024		8.00	129.00	1,032.00	
Newman, Mary	6/4/2024		3.00	129.00	387.00	
Newman, Mary	6/10/2024		7.00	129.00	903.00	
Poppe, Noah	6/6/2024		10.00	73.00	730.00	
Poppe, Noah	6/10/2024		4.00	73.00	292.00	
Poppe, Noah	6/13/2024		8.00	73.00	584.00	
	Totals		70.00		8,578.00	
	Total Labor					8,578.00
				Total this Task		\$8,578.00

Data Analysis and Reporting

			Hours	Rate	Amount	
Newman, Mary	6/7/2024		4.00	129.00	516.00	
Newman, Mary	6/13/2024		1.00	129.00	129.00	
	Totals		5.00		645.00	
	Total Labor					645.00

Project	R-025306-000	SHING - 2024 Carp Management in Crystal	Invoice	3
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Total this Task	\$645.00
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Total this Phase	\$9,844.00
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Phase	EXP	Expenses
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Expenses

Reimbursable Expenses

Equipment

6/19/2024

Equipment Fees

5,500.00

Total Reimbursables

5,500.00

5,500.00

Total this Task	\$5,500.00
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Total this Phase	\$5,500.00
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Billing Limits

Total Billings

Current

15,344.00

Prior

3,457.75

To-Date

18,801.75

Limit

19,964.00

Remaining

1,162.25

Total this Invoice	<u><u>\$15,344.00</u></u>
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Invoice Number 2251159
Invoice Date June 27, 2024
Purchase Order --
Customer Number 165842
Project Number 227706654

Bill To

Shingle Creek Watershed Management Commission
 Judie Anderson
 3235 Fernbrook Lane
 Plymouth MN 55447
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	Shingle Creek WMC 2024 Engineering Services		
Project Manager	Shoemaker, Todd E	Contract Upset	297,012.75
Current Invoice Total (USD)	30,857.74	Amount Billed to Date	156,241.39
		For Period Ending	June 21, 2024

Top Task 101 **General Engineering**
Low Task 101 **General Engineering**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Kemmitt, Kathrine Lee (Katie)	13.00	156.00	2,028.00
Spector, Diane F	6.25	205.00	1,281.25
Shoemaker, Todd E	15.00	231.00	3,465.00
Subtotal Professional Services	<u>34.25</u>		<u>6,774.25</u>

Disbursements

Direct - Vehicle (mileage)	28.14
Subtotal Disbursements	<u>28.14</u>

Low Task Subtotal	General Engineering	6,802.39
Top Task Subtotal	General Engineering	6,802.39

Top Task 102 **Project Reviews/WCA**
Low Task 102.001 **General Project Reviews**

Disbursements

Direct - Printing	2.45
Subtotal Disbursements	<u>2.45</u>

Low Task Subtotal	General Project Reviews	2.45
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Low Task 102.002 **WCA**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
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Invoice Number	2251159
Invoice Date	June 27, 2024
Purchase Order	--
Customer Number	165842
Project Number	227706654

Kaster, Anthony R (Tony)	2.50	196.00	490.00
Subtotal Professional Services	<u>2.50</u>		<u>490.00</u>

Low Task Subtotal **WCA** 490.00

Low Task 102.004 252/94 EIS Review

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Shoemaker, Todd E	0.75	231.00	173.25
Subtotal Professional Services	<u>0.75</u>		<u>173.25</u>

Low Task Subtotal **252/94 EIS Review** 173.25

Low Task 102.005 24-00 Shingle Creek Crossing Redevelopment

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Shoemaker, Todd E	2.25	231.00	519.75
Subtotal Professional Services	<u>2.25</u>		<u>519.75</u>

Low Task Subtotal **24-00 Shingle Creek Crossing Redevelopment** 519.75

Low Task 102.006 24-02 Maple Grove Community Center

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Shoemaker, Todd E	6.50	231.00	1,501.50
Subtotal Professional Services	<u>6.50</u>		<u>1,501.50</u>

Low Task Subtotal **24-02 Maple Grove Community Center** 1,501.50

Top Task Subtotal **Project Reviews/WCA** 2,686.95

Top Task 103 Stream Monitoring

Low Task 103 Stream Monitoring

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Ineza, Raissa Natacha (Raissa)	3.50	109.00	381.50
Neumiller, Grace Catherine	28.00	133.00	3,724.00
Stone, Alicia L (Ali)	19.75	140.00	2,765.00
Wochenske, Jordan	1.00	140.00	140.00

Invoice Number	2251159
Invoice Date	June 27, 2024
Purchase Order	—
Customer Number	165842
Project Number	227706654

Kemmitt, Kathrine Lee (Katie)	7.50	156.00	1,170.00
Matthiesen, Edward Armin (Ed)	4.00	231.00	924.00
Subtotal Professional Services	<u>63.75</u>		<u>9,104.50</u>

Disbursements

Direct - Vehicle (mileage)			83.48
Direct - Field Supplies			368.42
Direct - Testing & Lab Charges			806.50
Subtotal Disbursements			<u>1,258.40</u>

Low Task Subtotal **Stream Monitoring** 10,362.90

Top Task Subtotal Stream Monitoring 10,362.90

Top Task 104 Lake Monitoring
Low Task 104 Lake Monitoring

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Neumiller, Grace Catherine	6.50	133.00	864.50
Paquin, Timothy Joel (Tim)	20.50	133.00	2,726.50
Clapp, Lucas W	21.00	140.00	2,940.00
Kemmitt, Kathrine Lee (Katie)	7.25	156.00	1,131.00
Subtotal Professional Services	<u>55.25</u>		<u>7,662.00</u>

Low Task Subtotal **Lake Monitoring** 7,662.00

Top Task Subtotal Lake Monitoring 7,662.00

Top Task 105 CAMP
Low Task 105 CAMP

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Avidan, Kaitlyn M	1.75	140.00	245.00
Stone, Alicia L (Ali)	3.00	140.00	420.00
Subtotal Professional Services	<u>4.75</u>		<u>665.00</u>

Low Task Subtotal **CAMP** 665.00

Top Task Subtotal CAMP 665.00

Top Task 108 Grant Writing

Invoice Number	2251159
Invoice Date	June 27, 2024
Purchase Order	—
Customer Number	165842
Project Number	227706654

Low Task 108 Grant Writing

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	4.00	156.00	624.00
	Spector, Diane F	4.25	205.00	871.25
	Subtotal Professional Services	<u>8.25</u>		<u>1,495.25</u>

Low Task Subtotal Grant Writing 1,495.25

Top Task Subtotal Grant Writing 1,495.25

Top Task 109 Education & Outreach

Low Task 109 Education & Outreach

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	2.00	156.00	312.00
	Spector, Diane F	4.25	205.00	871.25
	Subtotal Professional Services	<u>6.25</u>		<u>1,183.25</u>

SC - 591.63

WM - 591.62

Low Task Subtotal Education & Outreach 1,183.25

Top Task Subtotal Education & Outreach 1,183.25

Total Fees & Disbursements 30,857.74
INVOICE TOTAL (USD) 30,857.74

Net Due in 30 Days or in accordance with terms of the contract



INVOICE

Invoice Number	2249266
Invoice Date	June 24, 2024
Purchase Order	--
Customer Number	165842
Project Number	227701416

Bill To

Shingle Creek Watershed Management Commission
 Accounts Payable
 3235 Fernbrook Lane
 Plymouth MN 55447
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	B001240-20-216: Crystal Lake Management Plan		
Project Manager	Spector, Diane F	Contract Upset	140,830.00
Current Invoice Total (USD)	17,488.57	Amount Billed to Date	168,917.28
		For Period Ending	June 24, 2024

Top Task 102B Carp Removal

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
Ineza, Raissa Natacha (Raissa)		3.25	109.00	354.25
Neumiller, Grace Catherine		23.75	133.00	3,158.75
Avidan, Kaitlyn M		4.50	140.00	630.00
Doerr, Sylvia M		10.50	140.00	1,470.00
Pesik, Joseph Richard (Joey)		16.00	140.00	2,240.00
Stone, Alicia L (Ali)		28.75	140.00	4,025.00
Kemmitt, Kathrine Lee (Katie)		12.00	156.00	1,872.00
Weis, Rena D		14.25	156.00	2,223.00
Accola, Joshua Jonathan Oswald (Josh)		4.00	169.00	676.00
Beneke, Thomas S (Tom)		2.50	169.00	422.50
Subtotal Professional Services		<u>119.50</u>		<u>17,071.50</u>

Disbursements

Direct - Vehicle (mileage)	157.45
Direct - Field Supplies	222.37
Subtotal Disbursements	<u>379.82</u>

Top Task Subtotal Carp Removal 17,451.32

Top Task 103B SAV Permit & Treatment

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
Setnor, Lisa Marie		0.25	149.00	37.25
Subtotal Professional Services		<u>0.25</u>		<u>37.25</u>



INVOICE

Invoice Number	2249266
Invoice Date	June 24, 2024
Purchase Order	--
Customer Number	165842
Project Number	227701416

Top Task Subtotal	SAV Permit & Treatment	37.25
Total Fees & Disbursements		17,488.57
INVOICE TOTAL (USD)		17,488.57

Due upon receipt or in accordance with terms of the contract



INVOICE

Invoice Number 2249966
Invoice Date June 25, 2024
Purchase Order —
Customer Number 165842
Project Number 227705219

Bill To

Shingle Creek Watershed Management Commission
 Judie Anderson
 3235 Fernbrook Lane
 Plymouth MN 55447
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	Meadow Lake Management Plan Phase 2		
Project Manager	Spector, Diane F	Contract Upset	102,810.00
Current Invoice Total (USD)	608.00	Amount Billed to Date	68,565.53
		For Period Ending	June 21, 2024

Top Task	100	Professional Services			
Low Task	100.102	Monitoring and Data Gathering			
<u>Professional Services</u>					
Category/Employee			Current Hours	Rate	Current Amount
		Hyams, Aaron Robert	1.00	140.00	140.00
		Kemmitt, Kathrine Lee (Katie)	3.00	156.00	468.00
		Subtotal Professional Services	<u>4.00</u>		<u>608.00</u>
Low Task Subtotal	Monitoring and Data Gathering				608.00
Top Task Subtotal	Professional Services				608.00
		Total Fees & Disbursements			<u>608.00</u>
		INVOICE TOTAL (USD)			608.00

Due upon receipt or in accordance with terms of the contract



INVOICE

Invoice Number 2249973
Invoice Date June 25, 2024
Purchase Order --
Customer Number 165842
Project Number 227706845

Bill To

Shingle Creek Watershed Management Commission
 Judie Anderson
 3235 Fernbrook Lane
 Plymouth MN 55447
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	Eagle and Pike Lakes Internal Load			
	Project Manager	Kemmitt, Katie	Contract Upset	123,304.00
	Current Invoice Total (USD)	5,032.50	Amount Billed to Date	6,697.75
			For Period Ending	June 21, 2024

Top Task	100	Engineering Support for Alum Treatments
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Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Wavrin, Thomas	0.50	125.00	62.50
Capra, Andrea M	0.25	140.00	35.00
Lovell, Shirley R	3.50	140.00	490.00
Kemmitt, Kathrine Lee (Katie)	13.75	156.00	2,145.00
Twete, Jordan Lane	11.00	165.00	1,815.00
McLeete, Tyler J	0.50	205.00	102.50
Spector, Diane F	0.50	205.00	102.50
Subtotal Professional Services	30.00		4,752.50

Top Task Subtotal	Engineering Support for Alum Treatments	4,752.50
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Top Task	200	Phosphorus Monitoring
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Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Lovell, Shirley R	2.00	140.00	280.00
Subtotal Professional Services	2.00		280.00

Top Task Subtotal	Phosphorus Monitoring	280.00
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Total Fees & Disbursements	5,032.50
INVOICE TOTAL (USD)	5,032.50

Net Due in 30 Days or in accordance with terms of the contract

Invoice Number	2249971
Invoice Date	June 25, 2024
Purchase Order	--
Customer Number	165842
Project Number	227706842

Bill To

Shingle Creek Watershed Management Commission
 Judie Anderson
 3235 Fernbrook Lane
 Plymouth MN 55447
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	2024 Proposed Maintenance Fund Activities		
Project Manager	Kemmitt, Katie	Contract Upset	11,864.60
Current Invoice Total (USD)	100.00	Amount Billed to Date	6,026.87
		For Period Ending	June 21, 2024

Top Task	100	2024 Proposed Maintenance Fund	
Low Task	100.001	Bass Lake CLP Mngt	
Disbursements			
		Usage - Equipment Charges	100.00
		Subtotal Disbursements	<u>100.00</u>

Low Task Subtotal	Bass Lake CLP Mngt		100.00
Top Task Subtotal	2024 Proposed Maintenance Fund		100.00
	Total Fees & Disbursements		<u>100.00</u>
	INVOICE TOTAL (USD)		100.00

Net Due in 30 Days or in accordance with terms of the contract



INVOICE

Invoice Number	2249978
Invoice Date	June 25, 2024
Purchase Order	--
Customer Number	165842
Project Number	227707031

Bill To

Shingle Creek Watershed Management Commission
 Judie Anderson
 3235 Fernbrook Lane
 Plymouth MN 55447
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	Shingle Creek WMC Twin and Ryan Lakes Carp Study		
Project Manager	Kemmitt, Katie	Contract Upset	38,000.00
Current Invoice Total (USD)	140.00	Amount Billed to Date	140.00
		For Period Ending	June 21, 2024

Top Task	100	Conduct Common Carp Surveys		
<u>Professional Services</u>				
Category/Employee		Current Hours	Rate	Current Amount
	Masucci, Augustus J B (Augie)	1.00	140.00	140.00
	Subtotal Professional Services	<u>1.00</u>		<u>140.00</u>

Top Task Subtotal	Conduct Common Carp Surveys		140.00
	Total Fees & Disbursements		<u>140.00</u>
	INVOICE TOTAL (USD)		140.00

Net Due in 30 Days or in accordance with terms of the contract



July 01, 2024

JASS Watershed Administrators
Shingle Creek Watershed Management Commission
3235 Fernbrook Lane
Plymouth, MN 55447

Bill Period: 06-13-2024 - 06-30-2024

Fees	630.00
Total for this Bill	630.00
Previous Balance	0.00
Total Amount to Pay as of 07-01-2024	630.00



Town Law Center PLLP
 1250 Wayzata Blvd E
 Unit 1065
 Wayzata, MN 55391

July 01, 2024

Bill Number: 36

Bill Period: 06-13-2024 - 06-30-2024

RE: Multiple Matters

General Matters
 JPA Update Project

General Matters

Time Details

Date	Professional	Description	Hours	Rate	Amount
06-13-2024	Troy Gilchrist	Prepare for, travel to, and attend meeting;	2.20	225.00	495.00
			Total		495.00

Time Summary

Professional	Hours	Rate	Amount
Troy Gilchrist	2.20	225.00	495.00
Total			495.00

JPA Update Project

Time Details

Date	Professional	Description	Hours	Rate	Amount
06-14-2024	Troy Gilchrist	Prepare and send city review version to Amy J to pass along to the cities	0.10	225.00	22.50
06-20-2024	Troy Gilchrist	review and reply to email from Judie regarding sending out the draft JPA for review	0.10	225.00	22.50
06-25-2024	Troy Gilchrist	Review and respond to email from Maple Grove regarding timing on updated JPA; follow up email exchange regarding same	0.40	225.00	90.00
			Total		135.00

Time Summary

Professional	Hours	Rate	Amount
Troy Gilchrist	0.60	225.00	135.00
Total			135.00

Total for this Bill 630.00

0.00

We appreciate your business

Page 2 of 3



Your Virtual Administrator

3235 Fernbrook Lane N
Plymouth MN 55447

Shingle Creek Watershed Management Commission
3235 Fernbrook Lane
Plymouth MN 55447

July 3, 2024

Re: **2024 WMWA General Expense and Watershed PREP**

Description	Rate	Hours/ No.	Amount	Total
General Expense				
Administrative	75.00	5.16	387.00	
Administrative - website, Facebook, Twitter	75.00	0.33	24.75	
Offsite, WMWA meetings, Blue Thumb, Watershed Partners, Home Expo, Henn County, city events	80.00	1.25	100.00	
Website hosting, Godaddy renewal	1.00		-	
Reimbursables	1.00	3.01	3.01	
Total General Expense				514.76
Watershed PREP				
Administrative	75.00		-	
Offsite	80.00		-	
Reimbursables	1.00		-	
Total Watershed PREP			-	-
			-	
Total this invoice				514.76
Partner Share				128.69



3235 Fernbrook Lane
Plymouth MN 55447

Shingle Creek / West Mississippi Watershed Management Commissions
3235 Fernbrook Lane
Plymouth, MN 55447

July 3, 2024

	Share	G/L	Shingle Creek			West Mississippi			Total Project Area	
			SC	WM		SC	WM		SC	WM
Administrative		53001	13.08	75.00	981.00	9.88	75.00	741.00		
Admin - Offsite		53001		80.00	-		80.00	-		
Administrative	70-30	53001	32.17	75.00	1,688.93		75.00	723.83		
Administrative - Convene	50-50	53001	1.00	75.00	37.50		75.00	37.50		
Admin - offsite	70-30	53001	2.67	80.00	149.52		80.00	64.08		
Office Support	70-30	53001	24.50	75.00	1,286.25		75.00	551.25		
Data Processing/File Mgmt		53001		75.00	-		75.00	-		
Data Processing/File Mgmt	70-30	53001	5.03	75.00	264.08		75.00	113.18		
Annual Storage Rental -.14/.11		53001	1.00	54.74	54.74	1.00	43.01	43.01		
Administration Reimbursables		53001	1,151.83	1.00	1,151.83	484.81	1.00	484.81	5,613.840	2,758.650
Bookkeeping		54022	4.83	75.00	362.25	3.00	75.00	225.00		
Bookkeeping Subscription		54022	2.00	60.00	120.00	2.00	60.00	120.00		
Audit Prep		54022	8.01	75.00	600.75	2.09	75.00	156.75	1,083.000	501.750
Meal Expense	70-30	54001	475.39	1.00	332.77		1.00	142.62	332.773	142.617
Project / WCA Reviews - Admin		53002	1.58	75.00	118.50	0.33	75.00	24.75		
Project / WCA Reviews -Reimbursables		53002	13.34	1.00	13.34		1.00	-	131.840	24.750
Education - Admin	50-50	57008		70.00	-		70.00			
Education - Admin	50-50	57008	0.25	75.00	9.38		75.00	9.38		
Education - Admin - virtual	50-50	57008		80.00	-		80.00			
Website	50-50	57008	0.84	75.00	31.50		75.00	31.50		
Renew website domain, zoom	50-50	57008		1.00	-		1.00			
Education - Reimbursables	50-50	57007	0.62	1.00	0.62	0.62	1.00	0.62	41.495	41.495
Engineering Support - Admin	70-30	53004	12.63	75.00	663.08		75.00	284.18		
Engineering Support - virtual		53004	2.33	80.00	130.48		80.00	55.92		
Engineering Support - Secre	70-30	53004		70.00	-		70.00			
Engineering Support - Admin	70-30	53004		75.00	-		75.00	-		
Engineering Support - offsite	70-30	53004		80.00	-		80.00	-		
Engineering Support - Reimbursables		53004		1.00	-		1.00		793.555	340.095
Engineering Support - CIP Admin		53004	1.98	75.00	148.50	0.50	75.00	37.50		
Engineering Support - CIP Admin	50-50	53004		75.00	-		75.00	-		
Engineering Support - CIP Reimbursables		53004		1.00	-		1.00	-	148.50	37.50
									8,145.00	3,846.857

**West Mississippi Watershed Management Commission
Treasurer's Report**

	2024 Budget	June	July	%age YTD	2024 YTD
REVENUE					
Application Fees	20,000			0.00	-
Member Assessments	160,000			100.00	160,000.00
Interest & Dividend Income	5,000	5,524.10		680.96	34,048.23
Miscellaneous Income					-
<i>Transfer to (from) CIPs</i>					-
<i>Transfer to (from) Grants</i>					-
<i>To (From) Reserve</i>	8,000				-
TOTAL REVENUE	193,000	5,524.10	-		194,048.23
EXPENSES					
ADMINISTRATION					
Administrative Services	32,000	2,591.53	2,758.65	52.23	16,715.13
Engineering Support	4,000	730.27	377.59	64.14	2,565.48
Project Reviews	1,500		24.75	1.65	24.75
ENGINEERING					
General Engineering	35,000	4,635.09	3,764.29	57.14	19,998.22
Grant Application Writing	500				-
Project Review	30,000	392.00	1,512.00	15.60	4,678.75
Highway 252/94 EIS Review			1,617.00		1,617.00
LEGAL					
Legal Services	5,000	436.21	1,066.21	54.25	2,712.34
JPA Update		2,362.50	967.50		3,465.00
MISCELLANEOUS					
Bookkeeping	4,000	756.75	501.75	84.73	3,389.25
Audit	6,500			0.00	-
Insurance & Bonding	3,000	2,906.00		96.87	2,906.00
Meeting Expense	3,000	171.92	142.62	67.34	2,020.29
PROJECTS					
Outfall and Stream Monitoring	24,000		1,644.00	7.18	1,722.00
Annual Monitoring Report	8,000	7.96		101.48	8,118.12
Water Quality Education					
Education	24,000	1,412.18	633.12	32.40	7,775.70
WMWA General Programs	3,000			100.00	3,000.00
WMWA Implementation/Watershed Prep	8,500			94.12	8,000.00
Management Plan/Amendments	1,000				-
<i>Transfer to (from) CIPs</i>					-
<i>Transfer to (from) Grants</i>		5,589.75			5,589.75
<i>To (from) Reserves</i>					-
TOTAL OPERATING EXPENSE	193,000	21,992.16	15,009.48		94,297.78
CASH SUMMARY					
4M Fund Balance at 12/31/23					1,314,028.04
Plus Revenue Received to Date					194,565.11
Minus Claims Approved to Date					(261,125.55)
Minus Claims Presented Current Month					15,009.48
4M Fund Balance		1,277,486.56			1,262,477.08

**West Mississippi Watershed Management Commission
Treasurer's Report**

Claims Presented	General Ledger Acct No.	July 2024		
				Total
Kennedy & Graven				1,358.71
Legal - General	52001	571.21		
Legal - JPA Update	52001	787.50		
Stantec				9,128.91
General Engineering	51001	3,764.29		
Project Reviews	51002	1,512.00		
Highway 252/94 EIS Review	58034	1,617.00		
Stream and Outfall Monitoring	58011	1,644.00		
Education Program	57008	591.62		
Annual Water Monitoring Report	58002			
Miss Riverbank Stabilization Feasibility Study	70602			
Town Law Center				675.00
Legal - General	52001	495.00		
Legal - JPA Update	52001	180.00		
Judie Anderson's Secretarial Service				3,846.86
Administration	53001	2,758.65		
Bookkeeping / Audit Prep	54002	501.75		
Project Review Support	53002	24.75		
Meeting Expense - Previous Mo. Meal	54001	142.62		
Education Programs	57008	41.50		
Engineering Support	53004	340.09		
Engineering Support - CIPs	53004	37.50		
Total Claims				15,009.48

Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700
Minneapolis, MN 55402

(612) 337-9300

41-1225694

June 7, 2024

Statement No. 181848

West Mississippi Watershed Management Commission

JASS - Watershed Administrators
3235 Fernbrook Lane
Plymouth, MN 55447

Through June 6, 2024

WE405-00001	General	571.21
WE405-00006	JPA Update Project	787.50

Total Current Billing: 1,358.71

I declare, under penalty of law, that this account, claim or demand is just and correct and that no part of it has been paid.

DocuSigned by:

Troy Gilchrist

0F85D7583350445

Signature of Claimant

Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700
Minneapolis, MN 55402

West Mississippi Watershed

June 6, 2024

WE405-00001 General

Through June 6, 2024

For All Legal Services As Follows:

			Hours	Amount
5/9/2024	TJG	Prepare for, travel to, and attend meeting	2.50	562.50
Total Services:			\$	562.50

For All Disbursements As Follows:

5/21/2024	Troy J. Gilchrist;	Mileage expense		8.71
Total Disbursements:			\$	8.71

Total Services and Disbursements: \$ 571.21

Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700
Minneapolis, MN 55402

West Mississippi Watershed

June 6, 2024

WE405-00006 JPA Update Project

Through June 6, 2024

For All Legal Services As Follows:

			Hours	Amount
5/9/2024	TJG	Begin reviewing comments from cities; email same to Diane S	0.20	45.00
5/19/2024	TJG	Work on reviewing and responding to comments from cities; prepare updated draft	1.70	382.50
5/20/2024	TJG	Finalize and forward documents for work session	0.20	45.00
5/21/2024	TJG	Prepare for, travel to, and attend work session on JPA	1.40	315.00
Total Services:			\$	787.50
Total Services and Disbursements:			\$	787.50

Invoice Number 2251158
Invoice Date June 26, 2024
Purchase Order --
Customer Number 165866
Project Number 227706622

Bill To

West Mississippi Watershed Management Commission
 Judie Anderson
 3235 Fernbrook Lane
 Plymouth MN 55447
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	West Mississippi WMC 2024 Engineering Services		
Project Manager	Shoemaker, Todd E	Contract Upset	89,000.00
Current Invoice Total (USD)	8,537.29	Amount Billed to Date	28,015.97
		For Period Ending	June 21, 2024

Top Task 1000 **General Engineering**
Low Task 1000 **General Engineering**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Setnor, Lisa Marie	0.25	149.00	37.25
Kemmitt, Kathrine Lee (Katie)	5.75	156.00	897.00
Spector, Diane F	3.75	205.00	768.75
Shoemaker, Todd E	8.50	231.00	1,963.50
Subtotal Professional Services	<u>18.25</u>		<u>3,666.50</u>

Disbursements

Direct - Printing	6.67
Direct - Vehicle (mileage)	91.12
Subtotal Disbursements	<u>97.79</u>

Low Task Subtotal **General Engineering** 3,764.29

Top Task Subtotal General Engineering 3,764.29

Top Task 2000 **Stream & Outfall Monitoring**
Low Task 2000 **Stream & Outfall Monitoring**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Ineza, Raissa Natacha (Raissa)	1.50	109.00	163.50
Neumiller, Grace Catherine	8.50	133.00	1,130.50
Stone, Alicia L (Ali)	2.50	140.00	350.00
Subtotal Professional Services	<u>12.50</u>		<u>1,644.00</u>

Invoice Number	2251158
Invoice Date	June 26, 2024
Purchase Order	—
Customer Number	165866
Project Number	227706622

Low Task Subtotal	Stream & Outfall Monitoring	1,644.00
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Top Task Subtotal	Stream & Outfall Monitoring	1,644.00
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Top Task	2024	Project Reviews/WCA
Low Task	2024.001	General Project Reviews

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Shoemaker, Todd E	4.00	231.00	924.00
Subtotal Professional Services	<u>4.00</u>		<u>924.00</u>

Low Task Subtotal	General Project Reviews	924.00
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Low Task	2024.002	WCA
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Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Kaster, Anthony R (Tony)	3.00	196.00	588.00
Subtotal Professional Services	<u>3.00</u>		<u>588.00</u>

Low Task Subtotal	WCA	588.00
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Low Task	2024.003	252/94 EIS Review
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Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Shoemaker, Todd E	7.00	231.00	1,617.00
Subtotal Professional Services	<u>7.00</u>		<u>1,617.00</u>

Low Task Subtotal	252/94 EIS Review	1,617.00
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Top Task Subtotal	Project Reviews/WCA	3,129.00
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Total Fees & Disbursements	<u>8,537.29</u>
INVOICE TOTAL (USD)	8,537.29

Net Due in 30 Days or in accordance with terms of the contract

Invoice Number	2251159
Invoice Date	June 27, 2024
Purchase Order	--
Customer Number	165842
Project Number	227706654

Low Task 108 Grant Writing

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	4.00	156.00	624.00
	Spector, Diane F	4.25	205.00	871.25
	Subtotal Professional Services	<u>8.25</u>		<u>1,495.25</u>

Low Task Subtotal Grant Writing 1,495.25

Top Task Subtotal Grant Writing 1,495.25

Top Task 109 Education & Outreach

Low Task 109 Education & Outreach

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	2.00	156.00	312.00
	Spector, Diane F	4.25	205.00	871.25
	Subtotal Professional Services	<u>6.25</u>		<u>1,183.25</u>

SC - 591.63

WM - 591.62

Low Task Subtotal Education & Outreach 1,183.25

Top Task Subtotal Education & Outreach 1,183.25

Total Fees & Disbursements 30,857.74
INVOICE TOTAL (USD) 30,857.74

Net Due in 30 Days or in accordance with terms of the contract



July 01, 2024

JASS Watershed Administrators
West Mississippi Watershed Management Commission
3235 Fernbrook Lane
Plymouth, MN 55447

Bill Period: 06-13-2024 - 06-30-2024

Fees	675.00
Total for this Bill	675.00
Previous Balance	0.00
Total Amount to Pay as of 07-01-2024	675.00



Town Law Center PLLP
 1250 Wayzata Blvd E
 Unit 1065
 Wayzata, MN 55391

July 01, 2024

Bill Number: 48

Bill Period: 06-13-2024 - 06-30-2024

RE: Multiple Matters

General Matters
 JPA Update Project

General Matters

Time Details

Date	Professional	Description	Hours	Rate	Amount
06-13-2024	Troy Gilchrist	Prepare for, travel to, and attend meeting;	2.20	225.00	495.00
			Total		495.00

Time Summary

Professional	Hours	Rate	Amount
Troy Gilchrist	2.20	225.00	495.00
Total			495.00

JPA Update Project

Time Details

Date	Professional	Description	Hours	Rate	Amount
06-14-2024	Troy Gilchrist	Prepare city review version; send to Amy J to pass along to the cities	0.10	225.00	22.50
06-24-2024	Troy Gilchrist	Reply to email from city engineer asking about the changes to the JPA	0.30	225.00	67.50
06-25-2024	Troy Gilchrist	Review and respond to email from Maple Grove regarding timing on updated JPA; follow up email exchange regarding same	0.40	225.00	90.00
			Total		180.00

Time Summary

Professional	Hours	Rate	Amount
Troy Gilchrist	0.80	225.00	180.00
Total			180.00

Total for this Bill 675.00
 0.00

We appreciate your business



3235 Fernbrook Lane
Plymouth MN 55447

Shingle Creek / West Mississippi Watershed Management Commissions
3235 Fernbrook Lane
Plymouth, MN 55447

July 3, 2024

	Share	G/L	Shingle Creek			West Mississippi			Total Project Area	
			SC	WM	Total	SC	WM	Total	SC	WM
Administrative		53001	13.08	75.00	981.00	9.88	75.00	741.00		
Admin - Offsite		53001		80.00	-		80.00	-		
Administrative	70-30	53001	32.17	75.00	1,688.93		75.00	723.83		
Administrative - Convene	50-50	53001	1.00	75.00	37.50		75.00	37.50		
Admin - offsite	70-30	53001	2.67	80.00	149.52		80.00	64.08		
Office Support	70-30	53001	24.50	75.00	1,286.25		75.00	551.25		
Data Processing/File Mgmt		53001		75.00	-		75.00	-		
Data Processing/File Mgmt	70-30	53001	5.03	75.00	264.08		75.00	113.18		
Annual Storage Rental -.14/.11		53001	1.00	54.74	54.74	1.00	43.01	43.01		
Administration Reimbursables		53001	1,151.83	1.00	1,151.83	484.81	1.00	484.81	5,613.840	2,758.650
Bookkeeping		54022	4.83	75.00	362.25	3.00	75.00	225.00		
Bookkeeping Subscription		54022	2.00	60.00	120.00	2.00	60.00	120.00		
Audit Prep		54022	8.01	75.00	600.75	2.09	75.00	156.75	1,083.000	501.750
Meal Expense	70-30	54001	475.39	1.00	332.77		1.00	142.62	332.773	142.617
Project / WCA Reviews - Admin		53002	1.58	75.00	118.50	0.33	75.00	24.75		
Project / WCA Reviews -Reimbursables		53002	13.34	1.00	13.34		1.00	-	131.840	24.750
Education - Admin	50-50	57008		70.00	-		70.00			
Education - Admin	50-50	57008	0.25	75.00	9.38		75.00	9.38		
Education - Admin - virtual	50-50	57008		80.00	-		80.00			
Website	50-50	57008	0.84	75.00	31.50		75.00	31.50		
Renew website domain, zoom	50-50	57008		1.00	-		1.00			
Education - Reimbursables	50-50	57007	0.62	1.00	0.62	0.62	1.00	0.62	41.495	41.495
Engineering Support - Admin	70-30	53004	12.63	75.00	663.08		75.00	284.18		
Engineering Support - virtual		53004	2.33	80.00	130.48		80.00	55.92		
Engineering Support - Secre	70-30	53004		70.00	-		70.00			
Engineering Support - Admin	70-30	53004		75.00	-		75.00	-		
Engineering Support - offsite	70-30	53004		80.00	-		80.00	-		
Engineering Support - Reimbursables		53004		1.00	-		1.00		793.555	340.095
Engineering Support - CIP Admin		53004	1.98	75.00	148.50	0.50	75.00	37.50		
Engineering Support - CIP Admin	50-50	53004		75.00	-		75.00	-		
Engineering Support - CIP Reimbursables		53004		1.00	-		1.00	-	148.50	37.50
									8,145.00	3,846.857

To: Shingle Creek/West Mississippi WMO Commissioners

From: Todd Shoemaker, PE, CFM
Lucas Clapp, EIT

Date: July 8, 2024

Subject: Blue Line Light Rail Transit Supplemental Draft Environmental Impact Statement Review

**Recommended
Commission Action**

Authorize submittal of comments to Met Council by August 5, 2024.

In 2015 and 2016, the Shingle Creek and West Mississippi Watershed Management Commissions (SC/WM Commissions) reviewed the Blue Line Extension Project, resulting in the Final Environmental Impact Statement published in 2016. In June 2022, a new alignment was chosen, prompting the Metropolitan Council to seek input from agencies and the public for design and environmental review. In November 2023, SC/WM Commissions staff met with the LRT design team to discuss stormwater management options.

Since the last Commission update, the Metropolitan Council has released the Blue Line Light Rail Transit Supplemental Draft Environmental Impact Statement (SDEIS) for public comment on June 24, 2024. While the Commissions previously submitted project comments as part of an informal public agency comment period in late 2023, the current public comment review is a required step and part of the federal National Environmental Protection Act (NEPA) process.

Stantec, on behalf of the SC/WM Commissions, reviewed the SDEIS and has developed comprehensive comments for review and acceptance. If authorized by the Commissions, Stantec will submit the final comments to the Metropolitan Council via email prior to the close of the public comment period on Monday, August 5, 2024.

SC/WM Commission Draft Comments:

1. Coordinate with the watershed management commission regarding floodplain impacts at Shingle Creek north of Brooklyn Blvd. Future submissions should quantify these impacts and align with SCWMC's Rules and Standards Rule F - Floodplain Alteration.
2. The SDEIS ranks potential contamination areas (Section 5.5) and high infiltration areas (e.g., karst features in Section 5.4). Consider these areas when siting infiltration practices or justifying alternative compliance under Rule D.3.g.2.i.
3. Section 5.9.4.1 outlines permanent Best Management Practice (BMP) options, including filtration and infiltration BMPs. However, the accompanying narratives do not address the necessity of pretreatment in relation to these practices. Future submittals should address pretreatment requirements to ensure proper functionality of filtration and infiltration practices.

4. Section 5.9.4.1 notes underground filtration practices as potential Best Management Practices (BMPs). However, underground filtration practices lack sufficient access for media maintenance or replacement and would not meet the Commission's criteria for acceptable BMPs.
5. Some locations along the corridor will be adjacent to regional stormwater systems. Modifications to regional stormwater BMPs should be explored if onsite practices are not achievable.
6. Due to potential groundwater impacts, no infiltration practices are allowed within the emergency response areas (ERAs), in accordance with the Minnesota Construction Stormwater Permit and Commission rules.
7. The project anticipates impact to wetlands and notes potential mitigation could include the purchase of wetland banking credits within the Hennepin County area. Prioritize the sequencing under Rule G - Wetland Alteration: 1) mitigated by enhancing the impacted wetland; 2) mitigated within the subcatchment of the impacted wetland; 3) mitigated in the drainage area of the impacted wetland; 4) mitigated in the watershed of the impacted wetland; 5) mitigated through purchase of wetland bank credits.
8. Implement buffer strips for wetlands and water courses. The Commission requires a minimum of a 20-foot buffer strip measured around the ordinary high-water level of a water course or wetland.

MEMORANDUM

To: Shingle Creek Watershed Management Commission
West Mississippi Watershed Management Commission

From: Troy Gilchrist, Commission Attorney

Date: July 8, 2024 (for July 11, 2024 Meeting)

Re: Updated Joint Powers Agreements – City Comments

As directed by the Commissions, the office emailed the draft updated joint powers agreement for each Commission to the respective cities on June 21, 2024 for review and comment. The timeline we are working with asked the cities to provide any comments they may have on the draft agreements by the end of June so the Commissions can review and act to finalize the agreements at its July 11th meeting.

Below are the comments received as of the preparation of this memo. Maple Grove proposed substantive changes to the agreements that need to be discussed at the meeting. Maple Grove also requested that the Commissions hold off finalizing the agreement until the August 8, 2024 meeting. It is not clear at this point whether holding off until August will create a problem for any of the cities to get the agreement approved by the end of the year. It will be up to the Commissions to decide if they would like to wait until August to finalize the agreements.

Shingle Creek

City	Comments
Brooklyn Center	“This was reviewed by Brooklyn Center staff/City attorney. We don’t have any comments.”
New Hope	“Following review by city staff and the city attorney, New Hope is in agreement with the proposed updates to the Joint Powers Agreement.”
Maple Grove	(See attached) The primary changes are to: (1) Require city consent if the commission engages in a non-CIP project that is anything other than a research or feasibility study; (2) Require city consent before the commission engages in a CIP project; (3) Reduce the term of the JPA from 30 years to 10 years.
Crystal	[No comments]
Brooklyn Park	[No comments]
Minneapolis	[No comments]
Plymouth	[No comments]
Osseo	[No comments]
Robbinsdale	[No comments]

West Mississippi

City	Comments
Champlin	“Our attorney has reviewed, and we only have one very minor comment. The only change in the document I have is in Section 3.2(c) to strike Crystal and Insert Champlin (I think that was a copy/paste thing from the Shingle Creek JPA used as the template).”
Brooklyn Center	“This was reviewed by Brooklyn Center staff/City attorney. We don’t have any comments.”
Maple Grove	(See attached) The primary changes are to: (1) Require city consent if the commission engages in a non-CIP project that is anything other than a research or feasibility study; (2) Require city consent before the commission engages in a CIP project; (3) Reduce the term of the JPA from 30 years to 10 years.
Brooklyn Park	[No comments]
Minneapolis	[No comments]
Osseo	[No comments]

I will provide an update on any additional comments received prior to the meeting.

After the discussion at the meeting, the next steps will be incorporated any agreed upon edits into the JPA’s and to formally send them to the cities for review and approval. I also plan to send along a sample staff memo with language city staff can use in preparing their own memos to present to their city council.

It will be helpful if the Commission members would please consider and come prepared to discuss the following:

1. Are the Commissions comfortable with adopting the changes proposed by Maple Grove?
2. Do the Commissions wish to delay finalizing the joint powers agreements until the August 8, 2024? An important part of answering that question is whether the member cities believe that will leave them enough time to seek and obtain approval from their city council before the end of the year.

**SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION
JOINT POWERS AGREEMENT**

THIS JOINT POWERS 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.”

RECITALS

- A. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.
- B. Under 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 Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- C. The Members preferred to manage surface waters through a joint board rather than the traditional watershed model and acted pursuant to the new authority to adopt a joint powers agreement in 1984 establishing the Shingle Creek Watershed Management Commission to cooperatively manage and plan for the management of surface water within the Watershed.
- D. The original joint powers agreement has been updated and amended several times, and the term of the current joint powers agreement expires on December 31, 2024.
- E. The Members previously acted pursuant to their authority to establish the “Shingle Creek Watershed Board of Commissioners” 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 for the watershed and has regularly updated the Watershed Management Plan in accordance with law.
- G. The Commission works cooperatively with Hennepin County, Three Rivers Park District, and several other stakeholders to achieve the goals of the Watershed Management Plan.
- H. The Members desire to enter into this Agreement 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.

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 and the other provisions of the Act. The plan and programs shall operate within the boundaries of the Shingle Creek 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 the Member on the Board in the absence or disability of its appointed Commissioner.
 - (c) **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.
 - (d) **Capital Improvement.** “Capital Improvement” has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.
 - (e) **Capital Improvement Program.** “Capital Improvement Program” has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.

- (f) 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.
- (g) City Council. “City Council” means the city council of a Member to this Agreement.
- (h) Commission. “Commission” means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the “Shingle Creek Watershed Management Commission.”
- (i) Commissioner. “Commissioner” means the person appointed by a Member as its primary representative on the Board.
- (j) County. “County” means Hennepin County, Minnesota.
- (k) 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.
- (l) Member. “Member” means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.
- (m) Non-CIP Project. “Non-CIP Project” means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County’s levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects.
- (n) TAC. “TAC” means the Technical Advisory Committee established by the Board and that is made up of a representative each Member, as appointed by the Member.
- (o) Watershed. “Watershed” means the Shingle Creek Watershed, which includes the area contained 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 Resources pursuant to the Act.
- (p) 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

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

SECTION III BOARD OF COMMISSIONERS

- 3.1 Establishment. The Members 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.
- 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 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) Term. The term of each Commissioner and Alternate Commissioner shall be three years commencing on February 1st. The terms are staggered so that no more than three Commissioners are up for appointment in a single year. The Commissioners from the Cities of Brooklyn Center, Brooklyn Park, and Crystal are appointed in the same year; the Commissioners from the Cities of Maple Grove, Minneapolis, and New Hope are appointed in the same year; and the Commissioners from the Cities of Osseo, Plymouth, and Robbinsdale are appointed in the same year. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.
- (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.
- (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) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected 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 without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.

3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to pay or reimburse the attendance fee for Commissioners and

Alternate Commissioners to attend an in-state educational conference related to the Commission's business if authorized by the Board in advance of the conference. Other expenses associated with attending a conference are not eligible for reimbursement by the Commission. 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 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, 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 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) Powers Granted. The Board shall have the following powers.
 - (1) 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 or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.
 - (2) It may contract for space, materials, supplies, and services to carry on its activities.
 - (3) It may acquire necessary personal property to carry out its powers and its duties.
 - (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 said plan, the Board may consult with the engineering and planning staff of each 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 the Watershed.
 - (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.

- (6) It may undertake projects, including those provided in its capital improvement program, in accordance with the Watershed Management Plan if the contract for the project is not required to be let by sealed bid under Minn. Stat. § 471.345. It may acquire a temporary interest in real property if required to facilitate a project.
- (7) 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) It may cooperate or contract with the State of Minnesota, any political subdivision thereof, federal agency, or private or public organization to accomplish the purposes for which it is organized.
- (9) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed.
- (10) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.
- (11) It may acquire, establish, and maintain devices acquiring and recording hydrological and water quality data within the Watershed. Devices acquired by the Board are owned by the Commission and shall be made available for use by Members as the Board determines is reasonable.
- (12) 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 with a Notice of Claim as required by Minn. Stat., chap. 466.05.
- (13) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the Member in preparing land use classifications or local water management plans within the Watershed.
- (14) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing 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.

- (15) 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.
- (16) It may collect monies, subject to the provisions of this Agreement, from its 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.
- (17) 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.
- (18) 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 transmit a copy of the annual audit to each Member, all in compliance with the requirements of M.R., part 8410.0150.
- (19) Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.
- (20) It may recommend changes in this Agreement to the Members.
- (21) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by the Act and such other law as may apply.
- (22) It shall cooperate with the applicable state agencies in complying with the requirements of Minn. Stat., chap. 103G.
- (23) Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.
- (24) 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.
- (25) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.

- (b) Powers Reserved. The Board shall 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.
- (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.
 - (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.
 - (3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.
 - (4) Special Assessments. 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.
 - (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 project review by the Commission in accordance with the Water Management Plan. A Member may proceed with the construction or reconstruction of improvements within the individual Members' boundaries, and at its sole cost, upon the Board 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 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 Metropolitan Council and shall act on said plans in accordance with the Act.

- 4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial pollutants onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.
- 4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V PROJECTS

- 5.1 Capital Projects and Non-Capital Projects. The Board may undertake, on its own or in cooperation with one or more Members, Non-CIP Projects and CIP Projects if the contract for the project is not required to be let by sealed bid under Minn. Stat. § 471.345. However, CIP Projects typically 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 Board will most often undertake Non-CIP projects on its own rather than a CIP Project.
- 5.2 Process for Non-CIP Projects. The Board may initiate and undertake a Non-CIP Project upon a majority vote of all eligible Commissioners. The Commission may contract in its own name to complete such projects or enter into a cooperative agreement with a Member to have the Member undertake the project on its own or in cooperation with the Commission.

5.3 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

- (a) 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.
- (b) Feasibility Study. If requested by the Board, the Commission Engineer, or other engineering firm, 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.
- (c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.
 - (1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan 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 plan amendment.
 - (2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.
- (d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. § 103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

- (1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.
- (2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
- (3) 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.
- (4) 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.

5.4 Responsible Member.

- (a) Member Projects. The Board shall work with Members to facilitate the completion of specific Non-CIP Projects and 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. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph 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.
- (b) Commission Projects. The Board is authorized to undertake and contract for a CIP Project that is not required to be let by sealed bid under Minn. Stat. § 471.345. Such contracts shall be let in the Commission's name and must be in

accordance with the Watershed Management Plan and all applicable laws and regulations related to public procurement and contracting. Approval of Commission contracts for CIP Projects shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners.

5.5 Contracts for Improvements.

- (a) Letting Contracts. All contracts for projects ordered by the Commission 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.
- (b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the 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 any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.6 Land Acquisition. Because the Commission does not have the power to acquire real property, the Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to attempt to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this 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.

5.7 CIP Project Funding.

- (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.

5.8 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective 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) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.
- (c) Tax Capacity and/or Total Area.
 - (1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within

the boundaries of the Watershed each year to the total net tax capacity in the Watershed.

- (2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
- (3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:
 - (i) any 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) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.
- (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.

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

SECTION VI FINANCES

6.1 Generally.

- (a) Authority. The Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board.
- (b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed. The Commission has established a Capital Improvement Program Closed Project Account into which any levied funds remaining after the completion of a CIP Project are placed. Funds in the CIP Closed Project Account shall only be expended in accordance with a policy adopted by the Board for an authorized purpose.
- (c) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two Board officers, one of whom shall be the Treasurer or the Treasurer's authorized deputy.

- (d) 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.
- (e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118A and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

6.2 Commission's General Fund. The Commission's general fund 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 the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain 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 any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with the provisions for CIP Project funding under this Agreement. The annual contribution by each 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 within the boundaries of the Watershed each year to the total area in the Watershed.

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

- (a) 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 Commissioners.
- (b) Budget Cap. The total operating budget amount in a year shall not exceed the budget cap established as part of the prior joint powers agreement and that has been adjusted each year based on the consumer price index. The original budget cap was established in 2004 at \$262,750 and has been modified each year since 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. In 2024, the budget cap was \$446,740. The budget cap shall continue to be calculated each year by the Administrator and the operating budget prepared by the Commission for a year shall not exceed the budget cap calculated for that year. The only way the Commission's operating budget may exceed the budget cap is if a majority of all the Members expressly consent to the proposed operating budget exceeding the cap. If a proposed operating budget that exceeds the budget cap is not consented to by a majority of Members, the Commission must adjust its final operating budget so it does not exceed the budget cap.

- (c) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.
- (d) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.
 - (1) Percentage 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.
 - (2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed.
- (e) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.
- (f) 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.
- (g) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

- (a) Insufficient Funds. 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 as provided herein.
 - (b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.
 - (c) Adoption. 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.
 - (d) Cap. In no case may a supplemental budget cause the total operating budget to exceed either cap established in the "Caps on Member Assessments" paragraph above. The total operating budget shall not exceed the budget cap identified above unless it is approved by a majority of all the Members.
 - (e) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.
- 6.5 Default. Any Member who is more than 60 days in default in contributing its share to the operating budget or to a CIP Project shall have the vote of its 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.

SECTION VII TERMINATION AND DISSOLUTION

- 7.1 Termination. This Agreement may be terminated prior to January 1, 2055 by the unanimous consent of the 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.
- 7.2 Dissolution. In addition to the manner provided 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 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 Commissioners, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member governmental unit and if ratified by three-fourths of the City Councils of all eligible 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.

- 7.3 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 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.

SECTION VIII MISCELLANEOUS PROVISIONS

- 8.1 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.
- 8.2 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.
- 8.3 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 Minn. Stat. § 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.
- 8.4 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.
- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

- 8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding 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.
- 8.8 Examination of Books. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.
- 8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 8.11 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.
- 8.12 Notice. To the extent 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.
- 8.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of the date of the last Member to execute it.

**WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION
JOINT POWERS AGREEMENT**

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

RECITALS

- A. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.
- B. Under 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 Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- C. The Members preferred to manage surface waters through a joint board rather than the traditional watershed model and acted pursuant to the new authority to adopt a joint powers agreement in 1984 establishing the West Mississippi Watershed Management Commission to cooperatively manage and plan for the management of surface water within the Watershed.
- D. The original joint powers agreement has been updated and amended several times, and the term of the current joint powers agreement expires on December 31, 2024.
- E. The Members previously acted pursuant to their authority to establish the “West Mississippi Watershed Board of Commissioners” 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 for the watershed and has regularly updated the Watershed Management Plan in accordance with law.
- G. The Commission works cooperatively with Hennepin County, Three Rivers Park District, and several other stakeholders to achieve the goals of the Watershed Management Plan.
- H. The Members desire to enter into this Agreement 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.

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 “West Mississippi 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 and the other provisions of the Act. The plan and programs shall operate within the boundaries of the West Mississippi 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 the Member on the Board in the absence or disability of its appointed Commissioner.
 - (c) **Board.** “Board” means the board of commissioners established by this Agreement to manage and make decisions on behalf of the West Mississippi Watershed Management Commission.
 - (d) **Capital Improvement.** “Capital Improvement” has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.
 - (e) **Capital Improvement Program.** “Capital Improvement Program” has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.

- (f) 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.
- (g) City Council. “City Council” means the city council of a Member to this Agreement.
- (h) Commission. “Commission” means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the “West Mississippi Watershed Management Commission.”
- (i) Commissioner. “Commissioner” means the person appointed by a Member as its primary representative on the Board.
- (j) County. “County” means Hennepin County, Minnesota.
- (k) 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.
- (l) Member. “Member” means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.
- (m) Non-CIP Project. “Non-CIP Project” means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County’s levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects.
- (n) TAC. “TAC” means the Technical Advisory Committee established by the Board and that is made up of a representative each Member, as appointed by the Member.
- (o) Watershed. “Watershed” means the West Mississippi Watershed, which includes the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to West Mississippi and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources pursuant to the Act.
- (p) 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

- 2.1 Members. The following local government units are Members of the Commission: City of Brooklyn Center, City of Brooklyn Park, City of Champlin, City of Maple Grove, and the City of Osseo.
- 2.2 Effect of Changes. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of any local government unit listed above to be represented on the Commission, so long as such local government unit continues to exist as a separate political subdivision.

SECTION III BOARD OF COMMISSIONERS

- 3.1 Establishment. The Members hereby reaffirm the establishment and continued operation of the “West Mississippi Watershed Board of Commissioners” in accordance with the Act. The Board shall carry out the purposes and have the powers as provided herein.
- 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 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) Term. The term of each Commissioner and Alternate Commissioner shall be three years commencing on February 1st. The terms are staggered so that no more

than three Commissioners are up for appointment in a single year. The Commissioners from the Cities of Brooklyn Center, Brooklyn Park, and Crystal are appointed in the same year; the Commissioners from the Cities of Maple Grove, Minneapolis, and New Hope are appointed in the same year; and the Commissioners from the Cities of Osseo, Plymouth, and Robbinsdale are appointed in the same year. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.

- (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.
- (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) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected 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 without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.

3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to pay or reimburse the attendance fee for Commissioners and Alternate Commissioners to attend an in-state educational conference related to the Commission's business if authorized by the Board in advance of the conference. Other

expenses associated with attending a conference are not eligible for reimbursement by the Commission. 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 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, 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 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) Powers Granted. The Board shall have the following powers.
- (1) 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 or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.
 - (2) It may contract for space, materials, supplies, and services to carry on its activities.
 - (3) It may acquire necessary personal property to carry out its powers and its duties.
 - (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 said plan, the Board may consult with the engineering and planning staff of each 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 the Watershed.
 - (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.
 - (6) It may undertake projects, including those provided in its capital improvement program, in accordance with the Watershed Management

Plan if the contract for the project is not required to be let by sealed bid under Minn. Stat. § 471.345. It may acquire a temporary interest in real property if required to facilitate a project.

- (7) 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) It may cooperate or contract with the State of Minnesota, any political subdivision thereof, federal agency, or private or public organization to accomplish the purposes for which it is organized.
- (9) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed.
- (10) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.
- (11) It may acquire, establish, and maintain devices acquiring and recording hydrological and water quality data within the Watershed. Devices acquired by the Board are owned by the Commission and shall be made available for use by Members as the Board determines is reasonable.
- (12) 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 with a Notice of Claim as required by Minn. Stat., chap. 466.05.
- (13) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the Member in preparing land use classifications or local water management plans within the Watershed.
- (14) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing 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.

- (15) 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.
 - (16) It may collect monies, subject to the provisions of this Agreement, from its 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.
 - (17) 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.
 - (18) 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 transmit a copy of the annual audit to each Member, all in compliance with the requirements of M.R., part 8410.0150.
 - (19) Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.
 - (20) It may recommend changes in this Agreement to the Members.
 - (21) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by the Act and such other law as may apply.
 - (22) It shall cooperate with the applicable state agencies in complying with the requirements of Minn. Stat., chap. 103G.
 - (23) Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.
 - (24) 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.
 - (25) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.
- (b) Powers Reserved. The Board shall 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.

- (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.
- (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.
- (3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.
- (4) Special Assessments. 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.
- (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 West Mississippi or its tributaries without a project review by the Commission in accordance with the Water Management Plan. A Member may proceed with the construction or reconstruction of improvements within the individual Members' boundaries, and at its sole cost, upon the Board 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 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 Metropolitan Council and shall act on said plans in accordance with the Act.
- 4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial pollutants onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.
- 4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V PROJECTS

- 5.1 Capital Projects and Non-Capital Projects. The Board may undertake, on its own or in cooperation with one or more Members, Non-CIP Projects and CIP Projects if the contract for the project is not required to be let by sealed bid under Minn. Stat. § 471.345. However, CIP Projects typically 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 Board will most often undertake Non-CIP projects on its own rather than a CIP Project.
- 5.2 Process for Non-CIP Projects. The Board may initiate and undertake a Non-CIP Project upon a majority vote of all eligible Commissioners. The Commission may contract in its own name to complete such projects or enter into a cooperative agreement with a Member to have the Member undertake the project on its own or in cooperation with the Commission.
- 5.3 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

- (a) 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.
- (b) Feasibility Study. If requested by the Board, the Commission Engineer, or other engineering firm, 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.
- (c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.
 - (1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan 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 plan amendment.
 - (2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.
- (d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. § 103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

- (1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.
- (2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
- (3) 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.
- (4) 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.

5.4 Responsible Member.

- (a) Member Projects. The Board shall work with Members to facilitate the completion of specific Non-CIP Projects and 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. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph 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.
- (b) Commission Projects. The Board is authorized to undertake and contract for a CIP Project that is not required to be let by sealed bid under Minn. Stat. § 471.345. Such contracts shall be let in the Commission's name and must be in accordance with the Watershed Management Plan and all applicable laws and

regulations related to public procurement and contracting. Approval of Commission contracts for CIP Projects shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners.

5.5 Contracts for Improvements.

- (a) Letting Contracts. All contracts for projects ordered by the Commission 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.
- (b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the 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 any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.6 Land Acquisition. Because the Commission does not have the power to acquire real property, the Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to attempt to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this 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.

5.7 CIP Project Funding.

- (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.

5.8 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective 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) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.
- (c) Tax Capacity and/or Total Area.
 - (1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within

the boundaries of the Watershed each year to the total net tax capacity in the Watershed.

- (2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
- (3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:
 - (i) any 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) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.
- (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.

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

SECTION VI FINANCES

6.1 Generally.

- (a) Authority. The Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board.
- (b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed. The Commission has established a Capital Improvement Program Closed Project Account into which any levied funds remaining after the completion of a CIP Project are placed. Funds in the CIP Closed Project Account shall only be expended in accordance with a policy adopted by the Board for an authorized purpose.
- (c) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two Board officers, one of whom shall be the Treasurer or the Treasurer's authorized deputy.

- (d) 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.
- (e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118A and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

6.2 Commission's General Fund. The Commission's general fund 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 the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain 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 any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with the provisions for CIP Project funding under this Agreement. The annual contribution by each 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 within the boundaries of the Watershed each year to the total area in the Watershed.

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

- (a) 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 Commissioners.
- (b) Budget Cap. The total operating budget amount in a year shall not exceed the budget cap established as part of the prior joint powers agreement and that has been adjusted each year based on the consumer price index. The original budget cap was established in 2004 at \$262,750 and has been modified each year since 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. In 2024, the budget cap was \$446,740. The budget cap shall continue to be calculated each year by the Administrator and the operating budget prepared by the Commission for a year shall not exceed the budget cap calculated for that year. The only way the Commission's operating budget may exceed the budget cap is if a majority of all the Members expressly consent to the proposed operating budget exceeding the cap. If a proposed operating budget that exceeds the budget cap is not consented to by a majority of Members, the Commission must adjust its final operating budget so it does not exceed the budget cap.

- (c) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.
- (d) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.
 - (1) Percentage 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.
 - (2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed.
- (e) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.
- (f) 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.
- (g) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

- (a) Insufficient Funds. 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 as provided herein.
 - (b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.
 - (c) Adoption. 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.
 - (d) Cap. In no case may a supplemental budget cause the total operating budget to exceed either cap established in the "Caps on Member Assessments" paragraph above. The total operating budget shall not exceed the budget cap identified above unless it is approved by a majority of all the Members.
 - (e) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.
- 6.5 Default. Any Member who is more than 60 days in default in contributing its share to the operating budget or to a CIP Project shall have the vote of its 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.

SECTION VII TERMINATION AND DISSOLUTION

- 7.1 Termination. This Agreement may be terminated prior to January 1, 2055 by the unanimous consent of the 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.
- 7.2 Dissolution. In addition to the manner provided 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 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 Commissioners, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member governmental unit and if ratified by three-fourths of the City Councils of all eligible 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.

- 7.3 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 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.

SECTION VIII MISCELLANEOUS PROVISIONS

- 8.1 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.
- 8.2 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.
- 8.3 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 Minn. Stat. § 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.
- 8.4 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.
- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

- 8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding 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.
- 8.8 Examination of Books. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.
- 8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 8.11 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.
- 8.12 Notice. To the extent 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.
- 8.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of the date of the last Member to execute it.

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 Metropolitan Council and shall act on said plans in accordance with the Act.

4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial pollutants onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

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

SECTION V PROJECTS

5.1 Capital Projects and Non-Capital Projects. The Board may undertake, ~~in conformity with this Agreement,~~ Non-CIP Projects and CIP Projects, ~~CIP Projects typically 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,~~

5.2 Process for Non-CIP Projects. The Board may initiate and undertake a Non-CIP Project upon a majority vote of all eligible Commissioners. ~~If the Non-CIP Project is for a research project, feasibility study, or the like, then the Board may proceed on its own. In such instances, the Commission may contract in its own name to complete such projects. If the Non-CIP Project is for implementation of a research project or study, a water quality project, maintenance, or the like, then the Board may only proceed in cooperation with the Member(s) where such projects will take place. In such instances, the Commission may, if agreed upon by the respective Member(s),~~ contract in its own name to complete such projects or enter into a cooperative agreement with a Member to have the Member undertake the project on its own or in cooperation with the Commission.

Deleted: on its own or in cooperation with one or more Members,

Deleted: if the contract for the project is not required to be let by sealed bid under Minn. Stat. § 471.345

Deleted: However,

Deleted: The Board will most often undertake Non-CIP projects on its own rather than a CIP Project.

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- (1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.
- (2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
- (3) 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.
- (4) 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.

5.4 Responsible Member.

- (a) Member Projects. The Board shall work with Members to facilitate the completion of specific Non-CIP Projects and 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, or requires Member(s) cooperation under Section 5.2, the Member(s) responsible for implementing the project and the Commission shall negotiate a cooperative agreement, in good faith, providing for terms and conditions related to the project and any such reimbursement. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph 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.
- (b) Commission Projects. The Board is, if approved by Member(s) where a CIP Project will take place, authorized to undertake and contract for a CIP Project that is not required to be let by sealed bid under Minn. Stat. § 471.345. Such contracts

Deleted: shall enter into a cooperative agreement with the Commission providing for all Commission-required

Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

- 7.3 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 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.

SECTION VIII MISCELLANEOUS PROVISIONS

- 8.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2035, 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.
- 8.2 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.
- 8.3 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 Minn. Stat. § 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.
- 8.4 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.
- 8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

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