

**JOINT POWERS AGREEMENT
ESTABLISHING A
WATERSHED MANAGEMENT ORGANIZATION FOR THE
EAGAN-INVER GROVE HEIGHTS WATERSHED**

THE PARTIES TO THIS AGREEMENT are cities that have land within the Eagan-Inver Grove Heights Watershed. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. §§ 471.59 and 103B.21 1.

1. **Name.** The parties hereby create and establish the Eagan-Inver Grove Heights Watershed Management Organization.

2. **Purpose.** The purpose of this Agreement is to provide an organization to regulate the natural water storage and retention of the Eagan-Inver Grove Heights Watershed, according to Minn. Stat. § 103B.201, to: (1) protect, preserve, and use natural surface and groundwater storage and retention systems; (2) minimize public capital expenditures needed to correct flooding and water quality problems; (3) identify and plan for means to effectively protect and improve surface and groundwater quality; (4) establish more uniform local policies and official controls for surface and groundwater management; (5) prevent erosion of soil into surface water systems; (6) promote groundwater recharge; (7) protect and enhance fish and wildlife habitat and water recreational facilities; and (8) secure the other benefits associated with the proper management of surface and ground water.

3. **Definitions.**

Subdivision 1. Board means the Board of Managers of the WMO as hereinafter defined.

Subdivision 2. Council means the governing body of the City of Eagan or the City of Inver Grove Heights.

Subdivision 3. Eagan-Inver Grove Heights Watershed or watershed means the area within the boundary delineated on the map, as set forth on Appendix A, as may be amended.

Subdivision 4. Manager means an individual appointed by a member to comprise and serve on the Board.

Subdivision 5. Member means the City of Eagan or the City of Inver Grove Heights.

Subdivision 6. Watershed Management Organization (WMO) means the organization established by this Agreement--the full name of which is "Eagan-Inver Grove Heights Watershed Management Organization," which shall be a public agency of its respective member cities.

4. **Membership.** The membership of the WMO shall consist of the cities of Eagan and Inver Grove Heights. No change in governmental boundaries, structure, organizational status or character shall affect the eligibility of either city to be represented on the Board, so long as such city continues to exist as a separate political subdivision.

5. **Advisory Committees.**

Subdivision 1. Citizen Advisory Committee. The Board may establish a Citizen Advisory Committee from the public at large. The Board may consult the Citizen Advisory Committee on the development, content, and implementation of the watershed management plan.

Subdivision 2. Technical Advisory Committee. The Board may establish a Technical Advisory Committee to perform such duties as delegated by the WMO. Dakota County and the Dakota County Soil and Water Conservation District may be requested to appoint a nonvoting advisory person to assist the Board and/or to serve on the Technical Advisory Committee.

6. Board of Managers.

Subdivision 1. Appointment. The governing body of the WMO shall be its Board, which shall consist of five (5) managers. The City of Eagan shall appoint three (3) managers and the City of Inver Grove Heights shall appoint two (2) managers. Each city may designate alternates if necessitated by the absence of its respective manager(s).

Subdivision 2. Eligibility or Qualification. Each council shall comply with state laws in determining the eligibility or qualification of its manager(s) and alternate(s) on the Board.

Subdivision 3. Term. Managers and alternates shall serve a three (3) year term and until their successors are appointed and qualify. The council of a member city may in its discretion modify the term of a member or alternate at the time of their appointment in order to establish and maintain staggered terms. The terms of the managers and alternates serving on the effective date of this Agreement are as shown on Exhibit A attached hereto. A manager or alternate may not be removed from the Board prior to the expiration of the manager's term, except for just cause by the governing body that made the appointment. The Board of Water and Soil Resources shall be notified of all appointments to the Board and of all vacancies as required by state law. All vacancies shall be filled within ninety (90) days after they occur. The Board shall comply with state laws regarding published notice of Board vacancies.

Subdivision 4. Compensation. Managers shall serve without compensation from the WMO, but this shall not prevent a member from providing compensation to a manager for serving on the Board.

Subdivision 5. Organization/Structure. At the Board's first meeting and annually thereafter, the Board shall elect from its managers a Chair, Vice Chair, Secretary, Treasurer, and any other officers it deems necessary to conduct its meetings and affairs. The Chair shall

preside at Board meetings, and in the absence of the Chair, the Vice Chair shall perform this duty. In the absence of the Chair or Vice Chair, the Treasurer shall preside. The Chair shall retain all rights of a manager to speak, make motions, and vote. The Vice Chair shall assume duties when the Chair is absent and shall automatically be promoted to complete the annual term of the Chair if the then current Chair resigns or is removed from the Board. The Secretary shall certify and record the proceedings and official actions of the Board and shall supervise performance of these duties if the Board delegates them to a non-manager. The Treasurer shall oversee the Board's fiscal affairs. Except for the Chair, any manager may be elected to more than one office. At the organizational meeting or as soon thereafter as it may be reasonably done, the Board shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board. Meetings must be held at least annually. Unless otherwise provided by public notice, Board meetings shall be held in the council chambers of one of the members. The dates, times, and locations of meetings of the Board and the subject matter of the meetings shall be posted on the bulletin board of each member at least ten (10) days prior to the date of the meeting.

Subdivision 6. Voting. Decisions by the Board shall require a majority vote of all managers present at each meeting, each of whom shall be entitled to one vote.

Subdivision 7. Quorum. A majority of the entire Board shall constitute a quorum, but less than a quorum may adjourn a scheduled meeting. In the absence of a quorum, a scheduled meeting shall not be started, and the meeting shall be re-scheduled.

Subdivision 8. Business Address. The Board shall maintain a business office at 3830 Pilot Knob Road, Eagan, Minnesota 55122. All notices to the Board shall be delivered or served to such office.

7. Powers and Duties of the WMO.

Subdivision 1. WMO. Except as otherwise qualified or modified by this Agreement, the WMO, acting by its Board, shall have and may perform all the powers and duties expressly set forth in and reasonably implied from Minn. Stat. §§ I 03B.20 I to I 03 B.253, including:

- A. Preparing, adopting, and implementing a watershed management plan according to Minn. Stat. § I 03B.23 I.
- B. Reviewing and approving member's local water management plans per Minn. Stat. § 103B.235.

Subdivision 2. Employees. The WMO may employ such persons as it deems necessary to accomplish its duties and powers.

Subdivision 3. Location. The WMO may contract for the necessary space to carry on its activities either with a member or elsewhere.

Subdivision 4. Materials. The WMO may acquire necessary personal property, material, and supplies to carryout its activities, powers, and duties.

Subdivision 5. Surveys. The WMO may make necessary surveys, or use other reliable surveys and data, and develop projects to accomplish the purposes for which it is organized. The WMO may enter upon lands within or without the watershed to make these surveys and investigations.

Subdivision 6. Public/Private Organizations. The WMO may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 7. Local Improvements. The WMO may order a member to carry

out its local water management plan that has been approved by the Board.

Subdivision 8. Operation/Maintenance. The WMO may acquire, operate, construct, and maintain those capital improvements as delineated in the watershed management plan adopted by the Board.

Subdivision 9. Insurance. The WMO may contract for or purchase such insurance as the Board deems necessary for the protection of the WMO.

Subdivision 10. Testing/Measuring Devices. The WMO may establish and maintain devices for testing, acquiring, and recording hydrological and water quality data within the watershed.

Subdivision 11. Technical Assistance/Local Water Management Plans. The WMO may provide any member with technical data or any other information of which the WMO has knowledge that will assist the member in preparing land use classifications or local water management plans within the watershed.

Subdivision 12. Technical Assistance/Legal. The WMO may provide legal and technical assistance in connection with litigation or other proceedings between 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. A majority vote of all managers entitled to vote is required before use of WMO funds for litigation.

Subdivision 13. Reserve Funds. The WMO may accumulate reserve funds for the purposes herein mentioned and may invest funds of the WMO not currently needed for its operations.

Subdivision 14. Revenue. The WMO may collect money, subject to the provisions of this Agreement, from its members, in such amounts approved by the members and from any other source approved by a majority of its Board; provided, however,

approval or the members is not required with respect to the annual general administrative budget of the WMO pursuant to Section 8, Subdivision 3. Notwithstanding, any tax levy must be approved by each member.

Subdivision 15. Contracts. The WMO may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purposes and powers.

Subdivision 16. Information Availability. The WMO's books, reports, and records shall be available for and open to inspection by its members at all reasonable times.

Subdivision 17. Amendments. The WMO may recommend changes in this Agreement to its members. Any amendments shall require ratification by both members.

Subdivision 18. Additional Powers. The WMO 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 Minn. Stat. §§ 103B.21 and 103B.253.

Subdivision 19. Supplemental Studies. Each member reserves the right to conduct separate or concurrent studies or tests at its own expense on any matter under study by the WMO.

Subdivision 20. Pollution Abatement. The Board may investigate on its own initiation or shall investigate upon petition of any member all complaints relating to pollution within the watershed covered by this Agreement. Upon a finding that the watershed is being polluted, 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 in the watershed.

Subdivision 21. Newsletter. In accordance with Minn. Stat. § 103B.227, the Board shall publish and distribute at least one newsletter or other appropriate written communication at least annually to residents. The newsletter or other communication must explain the WMO's water management programs and list the officers and telephone numbers.

Subdivision 22. Proposals for Services. In accordance with Minn. Stat. §I 03B.227, the Board may at least every two (2) years solicit interest proposals for legal, professional, or technical consultant services before retaining the services of an attorney or consultant or extending an annual services agreement.

Subdivision 23. Planning Activities. The Board shall coordinate its planning activities with contiguous watershed management organizations and counties conducting water planning and implementation under Minn. Stat. Ch. 103B.

Subdivision 24. Annual Report. Under State Policy the Board shall file with the Board of Water and Soil Resources and the clerk of each member an Annual Report which includes either a financial activity report, or an audit report for the previous fiscal year, and meets the requirements of Minn. Stat. § 103B.231 and Minnesota Rule Part 8410.0150.

8. Finances.

Subdivision 1. Depositories/Disbursements. WMO funds may be expended by the Board according to this Agreement in a manner determined by the Board. The Board shall designate one or more national or state bank or trust companies authorized to receive deposits of public monies to act as depositories for WMO funds. In no event shall there be a disbursement of WMO funds without the signature of at least two (2) managers, one of whom shall be the Treasurer.

Subdivision 2. General Administration. Each member agrees to contribute each year to a general fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of an overall plan, insurance, bonds, and to purchase and maintain devices to measure hydrological and water quality data. The annual contribution by each member shall be based fifty percent (50%) on the assessed valuation of all properties within the watershed and fifty percent (50%) on its proportional area within the watershed.

Subdivision 3. Budget. On or before July 1 of each year, the Board shall adopt a general administrative budget by a majority of the Board for the ensuing year. The Secretary shall certify the budget on or before July 1 to the clerk of each member, together with a statement of the proportion of the budget to be provided by each member. Each member agrees to provide the funds required by the budget and the determination shall be conclusive.

9. **Special Assessments.** The WMO shall not have the power to levy special assessments. All such assessments shall be levied by the member(s) wherein the benefited land is located.

10. **Duration.**

Subdivision 1. Agreement Binding. Except as provided below, each member agrees to be bound by the terms of this Agreement.

Subdivision 2. Termination. This Agreement may be terminated by either member, upon one year's written notice to the other, or at any time upon the written agreement of both members. Dakota County and the Board of Water and Soil Resources must be given at least ninety (90) days advance written notice of the intent to dissolve the WMO.

Subdivision 3. Allocation of Assets Upon Termination/Dissolution. Upon termination of this Agreement or dissolution of the WMO, all property of the WMO shall be sold and the proceeds thereof together with monies on hand, shall be distributed to the members of the WMO. Such distribution of WMO assets shall be made in proportion to the total contribution to the WMO required by the last annual budget.

11. **Effective Date.** This Agreement shall be in full force and effect when both cities have executed this Agreement. Both members need not sign the same copy. The signed Agreement shall be filed with the clerk of the City of Eagan, who shall notify the clerk of the City of Inver Grove Heights in writing that it has been adopted. Prior to the effective date of this Agreement, either signatory member may rescind its approval.

IN WITNESS WHEREOF, the undersigned cities, by action of their councils, have caused this Agreement to be executed.

Approved by the City Council

January 7, 2014.

CITY OF EAGAN

BY: Mike Maguire
Mike Maguire
Its Mayor

AND Christina M. Scipioni
Christina M. Scipioni
Its City Clerk

Approved by the City Council

December 9, 2013

CITY OF INVER GROVE HEIGHTS

BY: George Louwelle
Its Mayor

AND Melvin P. Kennedy
Its City Clerk

**AMENDMENT
TO
EAGAN-INVER GROVE HEIGHTS WATERSHED
JOINT POWERS AGREEMENT
ESTABLISHING A
WATERSHED MANAGEMENT ORGANIZATION**

THE PARTIES TO THIS AGREEMENT are cities which have land within the Eagan-Inver Grove Heights Watershed. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes 2005 §§ 471.59 and 103B.201, et. seq.

1. EXISTING AGREEMENT. The existing Joint Powers Agreement for the Eagan-Inver Grove Heights Watershed Management Organization (dated 2014) shall remain in full force and effect, except as specifically amended by this Agreement.

2. PARAGRAPH/ITEM 6, Subdivision 3 of the Joint Power Agreement is amended as follows:

Subdivision 3. Term. Managers and alternates shall serve a three (3) year term and until their successors are appointed and qualify. The council of a member city may in its discretion modify the term of a member or alternate at the time of their appointment in order to establish and maintain staggered terms. The terms of the managers and alternates serving on the effective date of this Agreement are as shown on Exhibit A attached hereto. A manager or alternate may not be removed from the Board prior to the expiration of the manager's term, except for just cause by the governing body that made the appointment. The Board of Water and Soil Resources shall be notified of all appointments to the Board and of all vacancies as required by state law. All vacancies shall be filled within ninety (90) days after they occur. The Board shall comply with state laws regarding published notice of Board vacancies.

3. PARAGRAPH/ITEM 7, Subdivision 22 of the Joint Power Agreement is amended as follows:

Subdivision 22. Proposals for Services. In accordance with Minn. Stat. § 103B.227, the Board may at least every two (2) years solicit interest proposals for legal, professional, or technical consultant services before retaining the services of an attorney or consultant or extending an annual services agreement.

4. PARAGRAPH/ITEM 7, Subdivision 24 of the Joint Power Agreement is amended as follows:

Subdivision 24. Annual Report. Under State Policy the Board shall file with the Board of Water and Soil Resources and the clerk of each member an Annual Report which includes either a financial activity report, or an audit report for the previous fiscal year, and meets the requirements of Minn. Stat. § 103B.231 and Minnesota Rule Part 8410.0150.

professional, or technical consultant services before retaining the services of an attorney or consultant or extending an annual services agreement.

4. PARAGRAPH/ITEM 7, Subdivision 24 of the Joint Power

Agreement is amended as follows:

Subdivision 24. Annual Report. Under State Policy the Board shall file with the Board of Water and Soil Resources and the clerk of each member an Annual Report which includes either a financial activity report, or an audit report for the previous fiscal year, and meets the requirements of Minn. Stat. § 103B.231 and Minnesota Rule Part 8410.0150.

IN WITNESS WHEREOF, the undersigned cities, by action of their councils, have caused this Agreement to be executed.

Approved by the City Council

November 15, 2016

CITY OF EAGAN

By: *Ms. Anglin*

Its Mayor

And *Cheryl A. Jewson*

Its City Clerk

IN WITNESS WHEREOF, the undersigned cities, by action of their councils, have caused this Agreement to be executed.

Approved by the City Council

_____, 2016

CITY OF INVER GROVE HEIGHTS

By: _____

Its Mayor

And _____

Its City Clerk

IN WITNESS WHEREOF, the undersigned cities, by action of their councils, have caused this Agreement to be executed.

Approved by the City Council

November 14, 2016

CITY OF INVER GROVE HEIGHTS

By: George Townville
Its Mayor

And [Signature]
Its City Clerk