AMENDED AND RESTATED
JOINT POWERS AGREEMENT ESTABLISHING
THE PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION

RECITALS

WHEREAS, on July 29, 1993, pursuant to statutory authority, the Cities of Corcoran, Greenfield, Independence, Loretto, Maple Plain, Medina and Minnetrista, the Town of Watertown, and the Hennepin Conservation District adopted a "Joint Powers Agreement to Protect and Manage the Pioneer-Sarah Creek Watersheds" (the "Joint Powers Agreement"); and

WHEREAS, in 2000 the City of Corcoran withdrew from the Agreement; and

WHEREAS, in 2001 the Town of Watertown withdrew from the Agreement; and

WHEREAS, the Cities of Greenfield, Independence, Loretto, Maple Plain, Medina and Minnetrista wish to amend and restate the Agreement's terms in this document.

NOW, THEREFORE, pursuant to the authority conferred upon the parties by Minn. Stat §§ 471.59 and 103B.201, et seq., the parties to this Agreement do mutually agree as follows:

SECTION ONE
DEFINITIONS

For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, will have the meaning ascribed to it as follows:

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

"Board" means the Board of Commissioners of the Commission.

"BWSR" means the Minnesota Board of Water and Soil Resources.

"Commissioner" means an individual appointed by a governmental unit to serve on the Board. The term Commissioner shall include both the representative and alternate representative appointed to serve on the Board.

"Pioneer-Sarah Creek Watershed" or "Watershed" means the area within the mapped area delineated on the map filed with BWSR, as may be amended. A complete legal description defining the boundary of the Pioneer-Sarah Creek Watershed is attached hereto and made apart hereof.

"Governmental Unit" means any signatory city or township,

"Member" means a governmental unit that enters into this Agreement.

"Watershed Management Organization ("WMO") means the organization created by this Agreement, the full name of which is "Pioneer-Sarah Creek Watershed Management Commission." The Commission shall be a public agency of its respective governmental units.

SECTION TWO
ESTABLISHMENT

The parties create and establish the Pioneer-Sarah Creek Watershed Management Commission. The Commission membership shall include the Cities of Greenfield, Independence, Loretto, Maple Plain, Medina and Minnetrista. In addition to other powers identified in this Agreement, the Commission shall have all of the authority for a joint powers watershed management organization identified in Minn, Stat. § 103B.211.

SECTION THREE
PURPOSE STATEMENT

The purpose of this Agreement is to establish an organization within the Pioneer-Sarah Creek Watershed to (a) protect, preserve, and use natural surface and groundwater storage and retention systems, (b) minimize public capital expenditures needed to correct flooding and water quality problems, (c) identify and plan for means to effectively protect and improve surface and groundwater quality, (d) establish more uniform local policies and official controls for surface and groundwater management, (e) prevent erosion of soil into surface water systems, (f) promote groundwater recharge, (g) protect and enhance fish and wildlife habitat and water recreational facilities, and (h) secure the other benefits associated with the proper management of surface and ground water, as identified in Minn. Stat. § 103B,201, including but not limited to aesthetic values when owned by the public or constituting public resources, as defined in Minn. Stat. Ch. 116B.

The Commission's Members agree to (a) provide a forum for exchanging information in the management of land use and land use techniques and control, (b) provide a forum for resolution of intergovernmental disputes relating to management and protection of the Pioneer-Sarah Creek Watershed;

and (c) cooperate on a united basis on behalf of all units of government within the Pioneer-Sarah Creek Watershed with all other levels of government for the purpose of facilitating natural resource protection and management in the Watershed.

SECTION FOUR
BOARD OF COMMISSIONERS

4.1. Appointment. The governing body of the Commission shall be its Board. Each Member shall be entitled to appoint one representative to serve on the Board and one alternate who may sit when the representative is not in attendance, and said representative or alternative representative shall be called a "Commissioner." It is expected that each Member ensure that its Commissioner will attend each meeting of the Board.

4.2. Term. Each Member shall determine the term length for its Commissioner's appointment to the Board. The representatives to the Commission shall serve at the pleasure of the governing body of the Member appointing such representative to the Commission. The Commission and its Members shall fill all Board vacancies pursuant to Minn. Stat. § 103B.227, subd. 1 and 2, as may be amended from time to time.

4.3. Compensation. Commissioners shall serve without compensation from the Commission, but this shall not prevent a Member from providing compensation to its Commissioner for serving on the Board.

4.4. Officers. No later than the first meeting in February of each year, the Commission shall elect from its membership a chairperson, a vice-chairperson, a treasurer and a secretary and such other officers as it deems necessary to reasonably carry out the purposes of this Agreement. No Commissioner may be elected to more than one office. All officers shall hold office for terms of one year and until their successors have been elected by the Commission. An officer may be reelected to the same office for unlimited terms. A vacancy in an office shall be filled from the Board membership by election for the remainder of the unexpired term of such office. The officers' duties include the following:

A. Chairperson. The Chairperson shall preside at all Board meetings and shall have all the same privileges of discussion, making motions and voting, as do other

Commissioners. The Chairperson may delegate certain responsibilities to the Executive Secretary as necessary to carry out the duties of the office.

B. Vice-Chairperson. The Vice-Chairperson shall, in the absence or disability of the Chairperson, perform the duties and exercise the powers of the Chairperson.

C. Treasurer. The Treasurer shall have the custody of the funds and securities of the Commission and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Commission and shall deposit all monies and other valuable effects in the name and to the credit of the Commission in such depository as may be designated by the Commission. He/she shall disburse funds of the Commission as approved by the Commission and shall render to the Commission at regular meetings, or as the Board may request, an account of all his/her transactions as Treasurer and of the financial condition of the Commission. The Treasurer may delegate certain duties to the Executive Secretary as necessary to carry out the duties of the office.

D. Secretary. The Secretary shall attend all Board meetings, shall act as clerk of such meetings, and shall record all votes and the minutes of all proceedings. He/she shall give notice of all Board meetings. The Secretary may delegate certain duties to the Executive Secretary as necessary to carry out the duties of the office.

4.5. Executive Secretary. The Commission may appoint an Executive Secretary to coordinate activities of the Commission, accept delegated duties by the Commission officers, and accept business duties not assigned to officers. All notices to the Commission shall be delivered or served at the office of the Executive Secretary.

4.6. Quorum and Voting. A majority of all Commissioners with voting privileges shall constitute a quorum. Once a quorum is present, a majority vote is required for approval on an action, unless as provided otherwise in this Agreement.

4.7. Meetings. The Board shall schedule meetings at least quarterly (every three months) on a uniform day and place selected by the Commission. Written notice of the location and time of all Commission meetings shall be sent to all Commission representatives and alternate representatives and to the Clerk of each Member. Special meetings may be held at the call of the Chairperson or by any three Commissioners by giving not less than 72 hours written notice of the time, place and purpose of such meeting.

SECTION FIVE
COMMISSION POWERS AND DUTIES

5.1. Watershed Management Plan. The Commission shall develop a watershed management plan including a capital improvement program in conformance with Minn. Stat. § 103B.231. The Commission shall adopt the plan within 120 days after BWSR's approval of the plan. After adoption, the Commission shall implement the watershed management plan and enforce the regulations set out in the plan. A copy of the adopted plan shall be filed with the clerk of each Member governmental unit.

5.2. Local Water Management Plans. The Commission shall review Members' local water management plans as required by Minn, Stat. § 103B.235, subd. 3.

5.3. Review Services.

A. Where the Commission is authorized or requested to review and make recommendations on any matter, the Commission may charge a reasonable fee for such review services. The Commission's standard fee schedule, as amended from time to time, will be a part of the Commission's Rules.

B. The Commission may charge an additional fee when it determines that a particular project will require extraordinary and substantial review services. Before undertaking such review services, the Commission shall provide the party to be charged the additional fee with written notice of the services to be performed and the additional fee therefor. Unless said party objects within 5 business days of receipt of such written notice to the amount of the additional fee to be charged, such review services shall be performed and the party shall be responsible for the cost thereof. If said party objects to the proposed additional fee for such services within 5 business days and the party and the Commission are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Commission.

The Members recognize that from time to time the Commission provides review services regarding a violation under the Minnesota Wetland Conservation Act, and that there currently is no statutory mechanism in place that allows the Commission to recover its costs from the wetland violator

for these review services. Therefore, when the Commission provides review services regarding a violation under the Minnesota Wetland Conservation Act, the Commission may seek reimbursement for these services from the Member where the subject property is located.

C. Upon request of any Member, the Commission shall review and evaluate any dispute between the Member and other unit(s) of government regarding land use and natural resource protection and management.

5.4 Public Participation.

A. Technical Advisory Committee. A Technical Advisory Committee ("TAC") to the Commission is hereby created. TAC members and one or more alternate members shall be appointed by the governing body of each Member. TAC members may be, but need not be, Commissioners. TAC members shall serve at the pleasure of the governing body of each Member that appoints them and are not required to meet statutory qualifications for Commissioners. TAC members will undertake projects/tasks as requested or assigned to the TAC by the Commission and may participate in meetings of the Commission pertaining to those assigned projects/tasks.

B. Citizen Advisory Committee. If a need is determined by the Commission, the Commission will establish a Citizen Advisory Committee to the Commission, particularly to review and comment on specific projects undertaken by the Commission pursuant to the Watershed Management Plan.

5.5. Rules. The Commission shall adopt rules for (a) conducting its business, including but not limited to additional duties of the Commission's officers, (b) the scope of responsibilities of the Technical Advisory Committee and the Citizen Advisory Committee, if one is established, and (c) preparing the annual work plan.

5.6. Contracts. The Commission may make such contracts, and enter into any such agreements, as it deems necessary to make effective any power granted to it by this Agreement. No Commissioner shall receive a direct financial benefit from any contract made by the Commission. Every contract for the purchase or sale of merchandise, materials or equipment by the Commission shall be let in

accordance with the Uniform Municipal Contracting Law (Minn. Stat. § 47L345) and the Joint Exercise of Powers statute (Minn. Stat. § 47L59). In accordance with Minn. Stat. § 471.59, subd. 3, contracts let and purchases made under this Agreement shall conform to the statutory requirements applicable to the Member cities with a population over 2,500.

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

5.8. Public/Private Organizations. The Commission 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.

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

5.10. Gifts, Grant, Loans. The Commission may, within the scope of this Agreement, accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

5.11. Boundary Change in the Pioneer-Sarah Creek Watershed.

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

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

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

5.13. Monitor Water Quality. In connection with its water management plan, the Commission will establish a comprehensive water quality-monitoring plan for lakes and streams within the Watershed.

The Commission will also establish goals for judging the adequacy of its water quality protection programs.

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

5.15. Statutory Powers. The Commission 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.201, et seq,

SECTION SIX
FINANCIAL MATTERS

6.1. Depositories/Disbursements. The Commission may collect and receive money and services subject to the provisions of this Agreement from the parties and from any other sources approved by the Commission and it may incur expenses and make expenditures and disbursements necessary and incidental to the effectuation of the purposes of this Agreement. The Board shall designate a national, state, or private bank or banks as a depository of Commission funds, Funds may be expended by the Commission in accordance with procedures established herein. Orders, checks and drafts shall be signed by two officers.

6.2. General Administration. Each voting 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 on an overall plan, insurance, bonds, and to purchase and maintain devices to measure hydrological and water quality data. The funds may also be used for normal maintenance of facilities and capital improvements. The annual contribution by each voting Member shall be based on its share of the taxable market value of all real property within the Watershed.

6.3. Budget Approval and Appeal Process. On or before July 1 of each year, the Board shall adopt a budget for the following calendar year for the purpose of providing funds to conduct the Commission's business in accordance with its annual work plan, Budget approval shall require a

majority vote of all Commissioners eligible to vote. At least 45 days before each Member governmental unit must certify its levy to Hennepin County, the Commission shall certify the budget to the clerk of each Member governmental unit together with a statement of the proportion of the budget to be provided by each Member. The schedule of payments by the Members shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.

The governing body of each Member agrees to review the budget, and the Board shall upon notice from any Member received prior to August 15, hear objections to the budget, and may amend the budget (except the fee due cannot be increased), and then give notice to the Members of any and all modifications or amendments.

SECTION SEVEN
CAPITAL IMPROVEMENT PROGRAM

7.1. Assessments. If a capital improvement ordered by the Commission may result in payment from any Member, or if a capital improvement ordered by the Commission may result in a levy by a Member against privately or publicly owned land within the Watershed, said capital improvement shall follow the statutory procedure outlined in Minn. Stat. Ch, 429, except as herein modified.

7.2. Preliminary Reports/Public Hearings. For those improvements initiated by the Commission or so designated in the Commission's watershed management plan to be constructed by the Board, the Board shall secure from its engineers or some other competent person a preliminary report advising it whether the proposed improvement is feasible and as to whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended.

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

Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the Member governmental units or may take such other action as it deems necessary to carry out the purpose of this Commission.

A resolution setting forth the order for a capital improvement project shall require a favorable vote by (a) at least two-thirds of all Commissioners eligible to vote, and (b) all Commissioners representing Members who will directly benefit from the project. In all cases other than to order a capital improvement project, a majority vote of all Commissioners eligible to vote shall be sufficient to adopt an action. The order shall describe the improvement, shall allocate in percentages the cost between the Member governmental units, shall designate the engineers to prepare plans and specifications, and shall designate the Member who will contract for the improvement.

After the Board has ordered the improvement or if the hearing is continued while the Member governmental units act on said proposal, it shall forward said preliminary report to all Member governmental units with an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each Member governmental unit to conduct hearings, in accordance with the provisions of the aforestated Chapter 429 or the charter requirements of any Member city, or to ascertain the method of financing which said Member governmental unit will utilize to pay its proportionate share of the costs of the improvement. Each Member governmental unit shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.

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

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

governmental unit who will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the Members.

7.3. Appeals/Arbitration. Any Member governmental unit being aggrieved by the Board's determination as to the cost allocation of said capital improvement shall have 30 days after the Commission resolution ordering the improvement to appeal said determination. Said appeal shall be in writing and shall be addressed to the Board asking for arbitration, The determination of the Member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three persons; one to be appointed by the Board of Commissioners, one to be appointed by the appealing Member governmental unit, and the third to be appointed by the two so selected. In the event the two persons so selected do no appoint the third person within 15 days after their appointment, then the Chief Judge of the Hennepin County District Court shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board of Arbitration. The third person selected shall not be a resident of any Member governmental unit and if appointed by the Chief Judge said person shall be a person knowledgeable in the subject matter. The arbitrators' expenses and fees, together with the other expenses, not including attorney fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing Member, Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn, Stat. Ch. 572,

7.4. Contracts for Capital Improvements. All contracts which are to be let as a result of the Board ordering a capital improvement, and for which two or more Member governmental units shall be responsible for the costs, shall be let in accordance with the provisions of Minn. Stat, § 429.041. The bidding and contracting of said work shall be let by any one of the Member governmental units, as ordered by the Board, after compliance with the statutory requirements. Contracts and bidding procedures shall comply with the legal requirements applicable to statutory cities.

The Commission shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Chapter 429 or under the provisions of any Member city charter. These contracts shall be

awarded by action of the governing body of a Member and shall be in the name of a Member governmental unit. This section does not preclude the Commission from proceeding under Minn. Stat. § 103B.251.

7.5. Contracts with Other Governmental Bodies. The Commission may exercise the powers set forth in Section 7.4 but said contracts for a capital improvement shall require a majority vote of all Commissioners eligible to vote.

7.6. Supervision, All improvement contracts shall be supervised by the entity awarding the contract. The Commission staff shall also be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing its purposes. Representatives of the WMO shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections, The Commission staff shall report and advise and recommend to the Board on the progress of the work,

7.7. Land Acquisition. The Commission shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located.

7.8. Capital Improvement Fund. The Commission shall establish an improvement fund or funding mechanism for each capital improvement project. The Commission may fund all or part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.251, The Commission and Hennepin County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Hennepin County pursuant to Minn, Stat, § 103B.251. The levy and collection of an ad valorem tax levy for an improvement, payment of bonds, or maintenance shall be by Hennepin County based upon a tax levy resolution adopted by a majority vote of all eligible Members of the Board and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the Commission shall be required to follow the hearing process established by Minn. Stat.

Ch. 103D. Mailed notice shall also be sent to the clerk of each Member governmental unit at least 30 days before the hearing.

7.9. Capital Improvement Cost Allocation.

A. All costs of improvements designated in the Board's adopted watershed management plan for construction by the Board, which the Board determines will benefit only one Member, shall be paid for entirely by that Member.

B. All costs of improvements designated in the Board's adopted watershed management plan for construction by the Board, which the Board determines benefit more than one Member, shall be apportioned by the Board by the following bases:

(1) A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement; or

(2) On the basis of each Member's share of the taxable market value of all real property within the Watershed; or

(3) Capital costs allocated under option (2) above may be varied by the Commission by a favorable vote by (a) at least two-thirds of all Commissioners eligible to vote and (b) all Commissioners representing Members who will directly benefit from the project, 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 formula.

C. If the project is constructed and financed pursuant to Minnesota Statutes 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the watershed as set forth in the statute.

SECTION EIGHT
WITHDRAWAL FROM AGREEMENT

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

SECTION NINE
DISSOLUTION OF COMMISSION

9.1. This Agreement may be terminated upon the unanimous consent of the parties. If the Agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to Hennepin County and BWSR at least 90 days before the date of dissolution.

9.2. In addition to the manner provided in Section 9.1 for termination, any Member may petition the Commission's Board to dissolve the Commission. Upon 90 days notice in writing to the clerk of each member governmental unit and to Hennepin County and BWSR, the Board shall hold a hearing and upon a majority vote of all Commissioners eligible to vote, 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 governing bodies 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.

9.3. Winding Up. Upon dissolution, all personal property of the Commission shall be sold and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the Members. Such distribution of Commission assets shall be made in approximate proportion to the total contributions to the Commission for such costs made by each Member, All payments due and owing for operating costs under Section 6.2, or other unfilled financial obligations, shall continue to be the lawful obligation of the Members. In no event may this Agreement be terminated until all of the planning and plan implementation provisions of the Act, which are required of a watershed management organization, have been completed.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.1. 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. The Commission shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this agreement.

10.2. Member's Construction Projects that Will Affect Pioneer-Sarah Creek. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to or from Pioneer-Sarah Creek or its tributaries without approval from the Commission. Such approval may be granted by the Commission for a Member to proceed with the construction or reconstruction of improvements within the individual corporate Member's boundaries and at said Member's sole cost upon a finding (a) that there is an adequate outlet, (b) that said construction is in conformance with the overall plan, and (c) that the construction will not adversely affect other Members.

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

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

10.5. Termination of Prior Agreement. By executing this document, the parties hereby agree to terminate the prior joint powers agreement, adopted July 29, 1993.

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

10.7. Effective Date. This Agreement shall be in full force and effect when all governmental units delineated in Section 2 have executed this Agreement. All Members need not sign the same copy.

10.8. Duration. This Agreement shall have an unlimited duration.

10.9. Statutory References. All statutory references include all future amendments.

CITY OF GREENFIELD

By: Thomas J Swanson
Its Mayor

Dated: 8/17/04

Attest: Krista Okerman
Its City Clerk

CITY OF INDEPENDENCE

By: Lawrence D Johnson
Its Mayor

Dated: 2-24-04

Attest: Lori Hirsch
Its City Clerk

CITY OF LORETTO

By: Kenter C Tree
Its Mayor

Dated: 3/9/2004

Attest: Kelly Grinnell
Its City Clerk

CITY OF MAPLE PLAIN

By: Jack Vigoren
Its Mayor

Dated: 3/23/04

Attest: Beverly J Anderson
Its City Clerk

CITY OF MEDINA

By: _____
Its Mayor

Dated: 3-16-04

Attest: _____
Its City Clerk

CITY OF MINNETRISTA

By: _____
Its Mayor

Dated: 3/15/04

Attest: _____
Its City Clerk

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